



Meeting Agenda
Thursday, July 18, 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 ~~Greg LeSieur, Pastor, Christ Lutheran Church~~ **Pastor Paul from Faith Lutheran as of 7/17/24**
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. CONSENT AGENDA

1. Approve the June 20th Meeting Minutes
Staff Representative: City Clerk

2. Approve Kimley-Horn and Associates Task Order #5 for Minutemen Causeway Shoreline Stabilization - Design, Permitting and Bidding Services in the amount of \$88,701. This is a budgeted item.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
3. Approve renewal of piggyback contract agreement for street sweeping services provided by Sweeping Corporation of America, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC. The street sweeping services are required by the City's National Pollutant Discharge Elimination System (NPDES) Permit. This is a budgeted item.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
4. Approve \$60,000 ARPA funds for painting Fire Station 51.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

1. Approve the recommendation to promote Wes Mullins to Police Chief for the City of Cocoa Beach. *Per Chapter 2, Article 1. Section 2.5 Police Department of the City of Cocoa Beach Code of Ordinances*
Staff Representative: Wayne Carragino, City Manager
2. Adopt Ordinance 1691, on second 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.
Staff Representative: Randy Stevenson, Director of Development Services

J. NEW BUSINESS

1. Adopt Resolution 2024-17, A Resolution of the City Commission of the City of Cocoa Beach, Florida, Amending Resolution 2023-06, a master resolution for fees, to change fees in exhibit 9 Utility Rates, Reuse Charges: and providing for: Amendment of Fees - Incorporation of recitals, and providing for an effective date.
Staff recommends reuse charges remain at the current rate for fiscal year 2025 as opposed to the 20% increase approved in resolution 2023-06.
Staff Representative: Brad Kalsow, Director of Water Reclamation and Public Works
Recommendation: Adopt
2. Discuss and Present Stormwater Rate Study
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Adopt Resolution 2024-15 A Resolution of the City Commission of the City of Cocoa Beach, adopting the Stormwater system rate review, prepared by

RAFTELIS Financial Consultants, Inc. dated June 18, 2024, which provides for a review of City Stormwater Utility Rates and provides for proposed rates and financial plan for the Fiscal Year 2024 through Fiscal Year 2025 period; providing for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Adopt Resolution 2024-16, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Stormwater fees and method for charging, and providing for interpretation and for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

3. Adopt Resolution 2024-14 A Resolution of the City Commission of the City of Cocoa Beach, Florida accepting a proposal of JPMorgan Chase Bank, NA to provide the city with a term loan in order to finance certain costs of the acquisition, construction and equipping of a new city hall building and Cocoa Beach Centennial Square the form of a loan agreement; authorizing the issuance of a promissory note pursuant to such loan agreement in the aggregate principal amount of not to exceed \$3,953,000 in order to evidence such loan; authorizing the repayment of such note from a covenant to budget and appropriate legally available non-ad valorem revenues; delegating certain authority to the city manager and others for the authorization, execution, and delivery of the loan agreement and the note and various other documents with respect thereto; and providing for an effective date.

This approval allows the City Manager to sign the loan agreement with JPMorgan Chase Bank NA to obtain \$3,953,000 in debt financing and loan fees for the construction of the new City Hall facility.

Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager

4. Staff is requesting the City Commission review and authorize the execution of the attached three-party agreement. This agreement is between the City, Brevard County, and Westgate, the owners of the pier. This agreement establishes an easement to be used to facilitate access to the beach north of the pier for the beach renourishment program. Execution of this agreement is a requirement of finalizing the vacation of a portion of Mead Avenue (Ordinance 1668, March 2022) as well as the execution of the Development Agreement and the Master Plan for the Westgate Resort at the Pier.
Staff Representative: Randy Stevenson, Development Services Director.

5. Adopt Ordinance 1690 on First Reading: An Ordinance of the City of Cocoa Beach, Brevard County, Florida; to approve a planned development project with an accompanying master conceptual development plan, master conceptual site plan, and development agreement with accompanying attachments; to amend the official zoning map of the City of Cocoa Beach by changing the zoning designation from Oceanside (OC) to Planned Development (PD) for two parcels of land totaling 4.667 acres, more or less, located east of Ocean Beach Blvd on the north, south side of Meade Avenue

and north of Pulsipher Avenue on parcels identified with parcels no.24-37-26-cg-113-6 and 24-37-26-cg-112-12 within the public records of Brevard County, Florida; providing for authorization; providing for conflicts; providing for severability; and providing for an effective date.

Staff Representative: Loren Wiltse, Principal Planner, Randy Stevenson, Development Services Director

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 20, 2024

A. MEETING CALLED TO ORDER

Vice-Mayor Hutcherson called the meeting to order at 7:00 PM.

1. Pledge of Allegiance
2. Invocation by Chris Biddulph from the Men's Leadership team. Added
06/20/2024
3. Roll Call

Commission Members Present:

City Commissioner Joshua Jackson
City Commissioner Karalyn Woulas
City Commissioner Skip Williams
Vice-Mayor Jeremy Hutcherson

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Assistant City Clerk Michael Bryan
Information Technology Director Kevin Perez
Water Reclamation Director Brad Kalsow
Recreation Director Laird McLean
Development Services Director Randy Stevenson
Interim Police Chief Wes Mullins
Chief Financial Officer/Assistant City Manager Patrisha Draycott
Fire Chief, Ryan Duckworth
Human Resources, Cindy Depina

B. APPROVAL OF THE AGENDA

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

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. PUBLIC COMMENTS

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Ms. Sarah Dewitz from Matthews Hope spoke about the outreach program and the resources provided by the organization regarding homelessness. She requested the benefits and partnership with the City.

Commissioner Williams inquired about housing people. Ms. Sarah spoke about old classrooms in Cocoa being converted into transitional housing. Commissioner Williams inquired about the First Baptist Church, another organization that does transitional housing. Ms. Sarah said she was aware of the First Baptist Church and spoke about the organization's transitional housing. She ended her time stating that her organization is "Not a hand out, it's a hand up."

Ms. Sharlene Dewitz from Matthews Hope spoke as the Community Liaison and lead advocate provided an example of their partnership with the City of Cocoa and how they work. She gave examples of the camps and how they help individuals; and how they could call her first instead of the Cocoa Police Department immediately trespassing the individuals. She explained how her and the code enforcement officers would go into the camp and speak to the individuals. Giving them time to gather their belongings and then move along peacefully instead of having an immediate trespass put on their record. Ms. Sharlene mentioned how she found the organization and how they deal strictly with homelessness.

Commissioner Woulas inquired about affiliations with other organizations such as the homeless coalition. She explained the collaboration.

Commissioner Williams inquired about the camps moving. He clarified his inquiry about being more or less after COVID. Ms. Dewitz spoke about the camps and how there is more homelessness due to individuals losing their homes because they are not able to cover rent. She also stated that the homelessness in the area is very diverse and that for most of the people, their situation "Was just a hiccup in life."

Commissioner Williams spoke about his experience of seeing homelessness in Maderia Beach, Florida.

Mr. Anderson spoke about his volunteering at the fulfillment center at Matthews Hope and how it works.

Ms. Scott requested to speak on the agenda regarding the election and the calling of the election. Ms. Janice spoke about the previous election during covid, "When nobody knew there was an election, and people got in unopposed." She hoped that the candidates would have opposition and would have to run campaigns this year. She said that it is important that whoever decides to run, that they're committed to networking within the county. She spoke about the election and asked to find more candidates to

run in the city and in the county.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Carragino, the City Manager, acknowledged that the employee appreciation award recipient of this meeting was Mr. Maxim. Mr. Carragino reviewed Mr. Maxim's accomplishments and that he has a lot of qualities that he looks for not only in people, but employees as well. Mr. Carragino congratulated him on all the projects he had taken over.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney has no reports at this time.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Williams followed up with Mr. Carragino, stating that there were correspondents from the Air Force, for the ada park, with the potential to get the property back, and suggested that they push them again, to see where they are at, to maybe send another depiction of what they're planning on doing, to keep it the fresh in their minds.

Commissioner Williams Inquired about the 400 channel permitting. Mr. Maxim confirmed the permitting process. Mr. Carragino stated that they just needed to get money to do the project. Commissioner Williams inquired about the FIND project and the river and asked who else was going to the meeting. Mr. Carragino stated that he and some staff members are going and that he would like to go out and meet staff who work with FIND to keep up with the grants.

Mr. Carragino informed the commission that he and Mr. Maxim will be doing a presentation the following Saturday and will request a \$750,000 grant. Mr. Carragino said it was suggested by Jerry before he passed away that they wait for the next cycle to go for money for the 400 Channel.

Commissioner Williams inquired about the potential to ad lib for more money for the 400 channels if they had extra money at the end of the year.

Vice-Mayor Hutcherson inquired about a Project Management Certification for Mr. Maxim with education. He also followed up with Ms. Scott and talked about the election and how he would love to have more people run, but there is, as of now, only one in each section, and he can't force people to run.

G. CONSENT AGENDA

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the following Meeting Minutes: May 16, 2024, and June 06, 2024
Staff Representative: City Clerk
Recommendation: Approve

2. Adopt Resolution No 2024-11 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, calling for the November 5, 2024, election and authorizing the City Clerk to proceed with all phases of the election process. Resolution No. 2024-11 calls for the election of:
Mayor Seat 1, Currently filled by Mayor Capizzi; this seat will have a four-year term.
Commission Seat 2, currently filled by Commissioner Josuha Jackson will have a four-year term; and
Commission Seat 3, currently filled by Commissioner Karalyn Woulas; this seat has a four-year term;
Candidate Qualifying Week is Noon, August 5, 2024 to Noon, August 9, 2024.
Representative: Karin Grooms, City Clerk
Recommendation: Approve
3. Confirm the following Commission meeting changes:
July 4th, 2024 - Cancel Regular Meeting
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approve
4. Approve a piggyback contract agreement with Analytical & Diagnostic to perform improvements on the Maritime Hammock Preserve Alum Injection System. ARPA funds have been previously approved for these improvements.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
5. Approve the Brevard County Save Our Indian River Lagoon (SOIRL) grants in the amount of \$62,079.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
6. Adopt Resolution 2024-13; A Resolution of the City Commission of the City of Cocoa Beach, Florida, establishing the auditor selection committee to assist in selecting an auditor to conduct the annual financial audit; and providing for an effective date.
Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager
Recommendation: Approve
7. Authorize staff to enter into Mutual Aid Agreement through FlaWARN (Florida Water/Wastewater Agency Response Network) A formalized mutual aid response network/consortium of utilities willing to provide critical resources to member utilities during man-made or natural disasters.
Staff Representative: Brad Kalsow, Waste Water Director.
Recommendation: Approve
8. Approve the Memorandum Of Understanding (MOU) between the School

Board of Brevard County and the City of Cocoa Beach for School Resource Officer (SRO) services. This one-year MOU aligns with the MOU between the School Board of Brevard County and the Brevard County Sheriff's Office for the 2024-25 school year. For the 2024-25 school year, the School Board of Brevard County will reimburse the City \$72,000 per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs, for up to the assigned two (2) SRO(s), and for a total not to exceed \$144,000.00. This is a budgeted item.

Representatives: Wes Mullins, Interim Police Chief; Wayne Carragino, City Manager

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. GENERAL PUBLIC COMMENT

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

J. ADJOURNMENT

The meeting was adjourned at 7:40 P.M.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Approve Kimley-Horn and Associates Task Order #5 for Minutemen Causeway Shoreline Stabilization - Design, Permitting and Bidding Services in the amount of \$88,701. This is a budgeted item.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

The shoreline on the south side of Minutemen Causeway is eroding. This project is to stabilize the shorelines between Deleon Road and Chipola Road, Boca Ciega Road and Aucila Road, and Aucila Road and Sunset Drive. There are multiple major utilities that run down Minutemen Causeway that will be affected if the shorelines are not stabilized.

Kimley-Horn and Associates Task Order #1 deliverable is attached. This is a report of their initial site visit and a summary of recommendations.

**City of Cocoa Beach Task Order #5
Kimley-Horn and Associates, Inc.
Minutemen Causeway Shoreline Stabilization – Design and Permitting**

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

PROJECT UNDERSTANDING

The City engaged Kimley-Horn in February 2024 for preliminary tasks of the Minutemen Causeway Shoreline Stabilization project (task order #1). Included in that task order was an initial site visit with staff, review of the previously conducted report and recommended shoreline stabilization measures (performed by Jacobs Engineering Group) and preparation of a letter report summarizing the results and recommendations/future actions for shoreline stabilization efforts to implement. Kimley-Horn engaged Coastal Technology Corporation (Coastal Tech) (a teaming subconsultant under the Continuing Services Agreement) for the analysis. The draft letter report was provided to the City in April 2024 and a meeting was held with City, Kimley-Horn and Coastal Tech staff to discuss the findings and next steps. The action items from the meeting included the request for Kimley-Horn to prepare a proposal for full design, permitting, bidding and construction phase services, along with the associated subconsultant work.

Kimley-Horn understands that the City is experiencing erosion along Minutemen Causeway in three identified project areas of shoreline fronting Minutemen Causeway right-of-way (shown visually in **Exhibit A** as part of this proposal). The Project areas are as following:

- Project Area 1 – Shoreline between Deleon Road and Chipola Road;
- Project Area 2 – Shoreline between Boca Ciega Road and Aucila Road; and
- Project Area 3 – Shoreline between Aucila Road and Sunset Drive.

Based on the field observations and discussions with staff, a rock rip rap revetment and/or a sheet-pile bulkhead are potential measures considered feasible to meet the City's goals and objectives in the delineated project areas. This proposal is to advance the Project via design, permitting, bidding and construction phase services.

SCOPE OF SERVICES

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

Task 1 – Project Management

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

- Coordination efforts with the project subconsultants (Coastal Tech, Universal Engineering Services, Inc. and Allen Engineering, Inc.) on project deliverables, status, schedule and questions posed by the City.
- Attend one (1) pre-application teleconference meeting with the City, Coastal Tech and FDEP Regulatory Staff.
- Attend one (1) pre-construction meeting with the City, Coastal Tech, and the City's selected contractor.
- Attend up to three (3) additional meetings (in person or virtual) with the City (excluding the pre-application meeting with FDEP and pre-construction meeting with the City noted above).

- Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 9 months.

Task 2 – Design Services

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

Task 1a:

- Preparation of a preliminary design package including:
 - Preliminary Design Drawings
 - This is anticipated to include cover sheet, general notes, demolition plan, erosion control plan, site plan, and gross structural details of the revetment or bulkhead.
 - Draft Technical Project Specifications
 - Opinion of Probable Construction Cost

Task 1b:

- Preparation of a final design package including:
 - Final Design Drawings (24"x36")
 - Technical Project Specifications (as permitted under task 2)
 - Updated Opinion of Probable Construction Cost

Task 3 – Permitting

It is our understanding that the canals adjacent to each Project Area are "artificially created waterways" excavated from historical uplands: (a) each Project Area does not include state-owned submerged lands, and (b) the potential bulkheads or revetments are expected to be permitted under the auspices of:

- a FDEP verification of exemption under Florida Administrative Code section 62-330.051 which provides an exemption for "Construction, replacement, and repair of seawalls or riprap in artificially created waterways", and
- USACE State Programmatic General Permit (SPGP) expected to be issued by FDEP.

Based on the above understanding, Kimley-Horn will engage a subconsultant to perform the following services:

Task 2a: Pre-Application Consultations

- Coordinate, attend, and chair a pre-application teleconference meeting with the City and FDEP regulatory staff. The purpose of the meeting is to:
 - Present the Project – including the existing survey, site photos, and Coastal Tech's draft 3/27/2024 letter report depicting the alternatives.
 - Identify any FDEP staff issues and the means to address these issues.
 - Identify if either alternative is preferred by FDEP staff
 - Confirm the form of FDEP authorization – as exemption and SPGP or otherwise - and application requirements.

Task 2b: Permit Applications

- Prepare and submit a formal FDEP Verification of Exemption application including the SPGP authorization request to FDEP with Preliminary Design Drawings – as determined appropriate at the pre-application Consultation.

- If the Project is determined to not qualify for an exemption or SPGP, Coastal Tech may make an appropriate permit application under separate authorization by the City, and an amendment to this original contract for effort associated with the revised permit applications.

Task 2c: Permit Processing

- Coordinate with FDEP staff to address staff questions, comments and concerns in relation to the permit application package.
- Provide written responses to FDEP to address staff requests for additional information (RAI) – for up to one RAI.
- Confer with the CITY as to interpretation of FDEP rules, and responses to FDEP requests for additional information.

Task 4 – Bidding and Construction

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

Task 3a: Bidding Assistance

Kimley-Horn and its subconsultant, Coastal Tech, will provide assistance in the solicitation of bids, negotiations of construction contract, and award of a construction contract for the Project as identified below.

It is understood that the City will provide “front-end Bid Documents” including:

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- General Conditions
- Form of Agreement

The following services will be provided within Phase 3a:

- Review the “front-end Bid Documents” – prior to City solicitation for bids - for consistency with the Drawings and Technical Specifications.
- Review the valid bids identified by the City.
- Provide an analysis of the qualifications of the associated bidders.
- Prepare a recommended ranking of the bids for award.
- Confer with the City to review bids and the recommended ranking of bids.

Task 3b: Construction Phase Services

Construction Phase Services:

- Attend one (1) pre-construction conference to meet with the City and their selected Contractor to review the proposed improvements, confirm the construction access/staging areas, and document pre-construction site conditions.
- Conduct up to eight (8) site visits
- Review up to four (4) payment applications from the Contractor and prepare Certificates recommending payment by the City.
- Review as-built information to be provided by the Contractor to confirm it is in general conformity with the Drawings, Technical Specifications, permits, and the Construction Contract Documents.
- Check for substantial completion and final clean-up of the Project site including the staging areas and equipment trucking and/or transport routes.
- Following construction, prepare and submit a Final Certification to the City and FDEP.

Task 5 – Wetland Delineation and Permitting Support

Kimley-Horn will conduct one (1) site visit to review and delineate wetlands, surface waters, mangroves, and other native habitats in the designated project areas, as applicable. Wetlands will be delineated based on the Florida unified wetland delineation methodologies identified in Chapter 62-340, Florida Administrative Code (FAC) and the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. A Uniform Mitigation Assessment Method (UMAM) form will be filled out for any wetlands that will be impacted by the project. The site reconnaissance will also include a general listed species survey for any potential listed species onsite.

Surveying of wetland flags will be performed under Task 5 below. Kimley-Horn will hang flags along the delineated wetland line at the time of field work/data collection.

Following site reconnaissance, a Memorandum will be prepared summarizing the results of the wetland delineation and listed species survey. The following exhibits will be prepared:

- A land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing acreage of each land cover.
- Wetland/Surface Water Map with delineated boundaries,
- Listed species map/maps, if applicable.

Kimley-Horn will also provide environmental permitting support including revising previously mentioned maps if required. Additionally, Kimley-Horn will conduct one (1) site visit with permitting agency to confirm the wetland delineation line.

Task 6 – Surveying Services

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

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

- Locate existing improvements within the limits of the project, including but not limited to buildings, paving, drainage facilities, fences, all above ground utilities and any indication of underground utilities that are visible. This will include the first properties on either side of each canal to include any seawall and dock information.
- Elevations will be obtained over the area required to establish ground contours on 1.0 foot intervals.
- Perform a partial bathymetric survey to obtain the elevations of the bottom of the canals in specified locations.
- Wetland areas and mangroves that are flagged by the Client's environmental consultant, as well as palm trees within the survey area, will be located and added to the survey.
- Locate the Right-of-Way along Minuteman Causeway and the rear lot line of the first residential lot on either side of the three canals.

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

Task 7 – Geotechnical Services

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

Field Services:

- Mobilization to site with a truck mounted drill rig
- Drill three (3) Standard Penetration Test (SPT) borings to a depth of 20 feet below existing land surface (bls) along the proposed sheet pile seawall alignment (3 Sections).
- Install a temporary piezometer at each boring location.
- Obtain stabilized groundwater level readings.

Laboratory Services:

- Five (5) wash #200 sieve tests to help determine the silt/clay content of the site subsoils.

Engineering Services:

- Engineering Analysis and Geotechnical Engineering Report including descriptions of the soil strata encountered (including the presence of any cemented rock strata, soft clay zones, or dense shell pockets), our estimates of the typical wet season high groundwater levels at the boring locations, and general recommendations for lateral earth pressure design parameters (both K_a & K_p) & sheet pile installation techniques.

Information Provided by the City

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

- Reasonable access to the site(s).
- Copies of previous reports, analyses, surveys or studies completed by the City or their assigns in relation to this request.
- Permitting Support, including:
 - Signature of applicable permit documents including an agent authorization form and permit applications
 - Payment of permit application fees
- City of Cocoa Beach Front End Specifications, including:
 - Invitation to Bid
 - Instructions to Bidders
 - Bid Form
 - General Conditions
 - Form of Agreement
- Support during Construction Phase Services, including:
 - Administer the Construction Contract.
 - Identify the City's requirements for the Project.
 - Designate a City staff-person to act with authority on the City's behalf.
 - Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor applications for payment, and any other required services to determine if the Contractor is adequately performing the work.

Additional Services

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

- Pre-application Conference with USACE regulatory staff.
- Any services not specifically described in the above scope of services.

SCHEDULE

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

BASIS OF COMPENSATION

Services under this Work Order will be provided for a lump sum fee of **\$88,701** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa Beach and Kimley-Horn, dated December 14, 2023.

Task 1 – Project Management	\$11,330
Task 2 – Design Services	\$26,055
Task 3 – Permitting	\$6,540
Task 4 – Bidding and Construction	\$14,406
Task 5 – Wetland Delineation and Permitting Support	\$9,620
Task 6 – Surveying Services	\$15,900
Task 7 – Geotechnical Services	\$4,850
TOTAL LUMP SUM	\$88,701

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

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

Please email all invoices to _____

ACCEPTED:
THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Kinan Husainy

TITLE: _____

TITLE: _____
Senior Associate

DATE: _____

DATE: _____
6/18/2024

March 27, 2024

Ms. Kelsey Mack
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931

Re: City of Cocoa Beach Minutemen Causeway - Shoreline Stabilization

Ms. Mack,

This is to summarize results of our site visit performed on March 14, 2024 at the Minutemen Causeway in Cocoa Beach. The meeting participants included: Tem Fontaine with Coastal Tech, Alyssa Colby with Kimley-Horn and Associates, Kelsey Mack, Morgan Zuhlke, and Jared Francis with the City of Cocoa Beach. The following summarizes our observations and discussions.

Goals and Objectives: The Project is proposed to stabilize the shoreline and protect existing upland infrastructure from damage by continued future erosion of the Minutemen Causeway shoreline. The Project includes three areas of shoreline fronting the Minutemen Causeway R.O.W. as depicted in Figure 1 including:

- Project Area 1 – Shoreline between Deleon Road and Chipola Road
- Project Area 2 – Shoreline between Boca Ciega Road and Aucila Road
- Project Area 3 – Shoreline between Aucila Road and Sunset Drive

The City's goals and objectives are for the Project include:

- minimal future maintenance,
- at least a 50 year Project life,
- removal of invasive species within the Project limits, and
- preservation of existing native vegetation to the extent practicable.



Figure 1. Map of Project Areas

Observations: The following describes observations common to each Project Area:

- The sidewalk adjacent to the eroding shoreline was busy with pedestrian traffic. City staff noted that a school is located nearby and this site is expected to be busy during the school year. It may be appropriate to schedule construction during the summer break.
- The sidewalks and paver walkway are not expected to be rated for vehicular traffic and should be preserved by the Contractor during construction.
- The shorelines on the adjacent private properties appear to be armored.
- The Project Area shorelines are heavily vegetated with native and invasive/exotic vegetation.
- Construction access and staging areas will likely be limited to the sidewalk and adjacent parallel parking stalls along the Causeway. The City of Cocoa Beach Public Works department office is located about 1.5 miles west of the Project site and might be used as an additional staging area.

The following was noted along each Project area:

- Project Areas 1 & 2: Existing power poles and overhead wires are:
 - located north of the sidewalk, and
 - are not expected to preclude potential installation of sheet piles from the uplands.
- Project Area 3:
 - Existing concrete power poles and power lines are located immediately upland of the shoreline, which is expected to limit potential sheet-pile installation to 10 feet or shorter sheet piles.
 - The eastern limit of Project Area 3 terminates at a vehicular bridge with a sidewalk. The existing paver sidewalk along Minutemen Causeway is not directly connected with sidewalk to the bridge. It may be appropriate for the project to include a segment of sidewalk to connect the bridge to the Minutemen Causeway paver sidewalk.

Erosion Assessment: Based upon (a) our site observations, (b) the survey by Allen Engineering, Inc. titled “Topographic Survey of Minutemen Causeway Shoreline”, and (c) the report by Jacobs titled “Minutemen Causeway Shoreline Erosion Project”:

- The shoreline erosion appears to be caused by equilibration of relatively steep slope of the shoreline to a less steep and more stable shoreline in response to maintenance and muck removal dredging of the canals.
- Erosion may be accelerated by the stormwater outfall pipes which could contribute enough stormwater flow to transport soil waterward from the existing shoreline.

Alternatives Assessment: Two potential alternative measures are considered feasible to meet the City’s goals and objectives including:

1. A rock rip rap revetment as generally depicted in Figure 2a, and
2. A sheet-pile bulkhead as generally depicted in Figure 2b.

For each alternative, note that:

- Both alternatives can be designed to abate erosion and provide a similar level of protection to upland infrastructure with minimal future maintenance.
- Both alternatives could include native plantings (a) on the uplands to provide a visual buffer of the causeway for the adjacent properties, and (b) seaward of the structure to provide for a living shoreline component.
- Both alternatives are expected to be designed to limit impacts to the existing mangroves, although, some impacts to mangroves are expected with both alternatives.
- The revetment requires a much larger footprint than the bulkhead and is expected to require the removal of more existing vegetation. This could require additional mitigation requirements by the USACE and/or FDEP.
- The sheet-pile bulkhead may not be feasible for Project Area 3 where the power poles are adjacent to the shoreline.
- Both alternatives appear to be permissible by:
 - the FDEP under 62-330.051 Exempt Activities which states: “(12) *Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization – (a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under Section 403.813(1)(i), F.S., and within residential canal systems legally in existence under Chapter 403 or Part IV of Chapter 373, F.S., including only that backfilling needed to level the land behind seawalls or riprap.*”
 - The USACE via the State Programmatic General Permit (SPGP) issued by the FDEP.

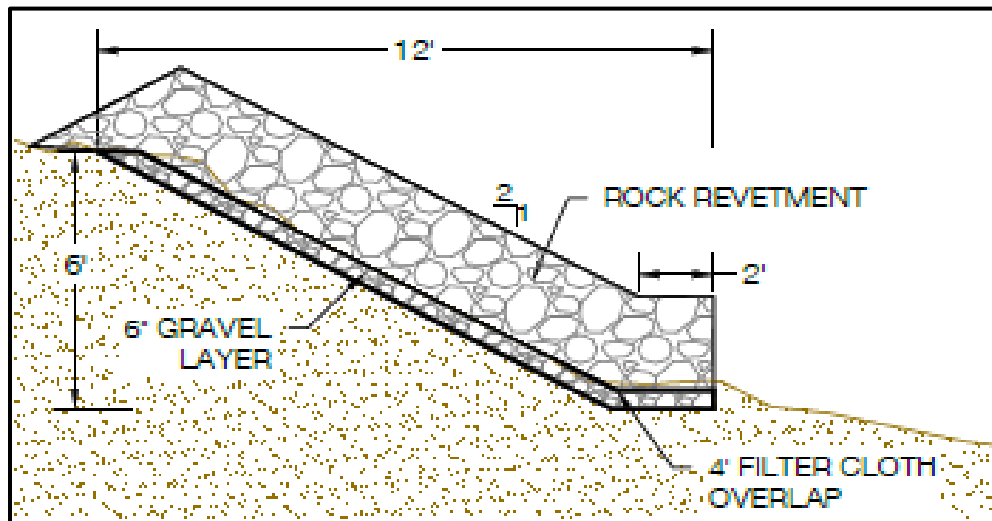


Figure 2a – Potential Revetment

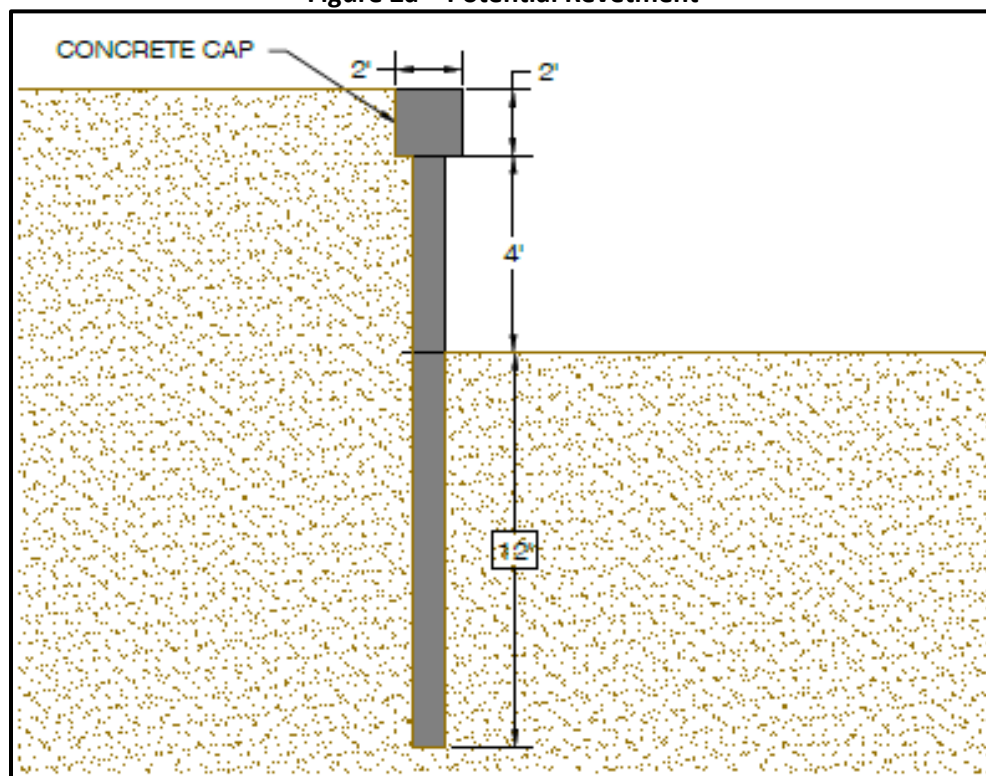


Figure 2b – Potential Bulkhead

Probable Construction Cost. A conceptual Opinion of Probable construction Cost (OPC) is summarized for the potential alternatives in Tables 1a and 1b below. Note that the OPC does not include surveying, geotechnical, design/permitting, or mitigation costs. Both alternatives are expected to have a similar cost assuming regulatory agencies (FDEP & USACE) pose similar requirements, including for any mitigation.

Table 1. Opinion Of Probable Construction Cost

Table 1a - Bulkhead OPC						Table 1b - Revetment OPC					
Item	Description	Unit Cost		Quantity	Value	Item	Description	Unit Cost		Quantity	Value
1	Mob/Demob	\$80,000	L.S.	1 L.S.	\$80,000	1	Mob/Demob	\$80,000	L.S.	1 L.S.	\$80,000
2.1	Vinyl Bulkhead Area 1	\$750 /foot		100 feet	\$75,000	2.1	Revetment Area 1	\$250 /ton		261 Ton	\$65,250
2.2	Vinyl Bulkhead Area 2	\$750 /foot		235 feet	\$176,250	2.2	Revetment Area 2	\$250 /ton		613 Ton	\$153,338
2.3	Vinyl Bulkhead Area 3	\$750 /foot		90 feet	\$67,500	2.3	Revetment Area 3	\$250 /ton		235 Ton	\$58,725
3	Site Restoration	\$40,000	L.S.	1 L.S.	\$40,000	3	Site Restoration	\$60,000	L.S.	1 L.S.	\$60,000
4	Performance Bond	3%	L.S.	1 L.S.	\$13,163	4	Performance Bond	3%	L.S.	1 L.S.	\$12,520
5	Contingency	25%	L.S.	1 L.S.	\$109,688	5	Contingency	25%	L.S.	1 L.S.	\$104,328
Total :					\$561,601	Total :					\$534,161

Without action to abate erosion, the Project Area shorelines are expected to continue to erode to form a less steep slope such as a 1 vertical to 10 horizontal (1V:10H). To support design and permitting of shoreline stabilization measures:

- An updated survey is warranted to include the location of existing trees, infrastructure, and armoring on the adjacent private properties.
- A pre-application conference with FDEP and USACE staff is warranted to (a) present the alternatives, and (b) identify any regulatory issues – such as any required mitigation - and means to resolve issues.
- Based upon the results of the pre-application meetings, the City may (a) select an alternative which best meets the City's goals and objectives and (b) advance the Project design.

If you have any questions regarding this report, please contact me at 772-562-8580 or via email at tfontaine@coastaltechcorp.com.

Thank you!
Sincerely,



Charles "Tem" Fontaine III, P.E.
Vice President
Coastal Tech

cc: Amelia Fontaine – Coastal Tech

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Approve renewal of piggyback contract agreement for street sweeping services provided by Sweeping Corporation of America, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC. The street sweeping services are required by the City's National Pollutant Discharge Elimination System (NPDES) Permit. This is a budgeted item.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

Street sweeping services are a requirement under the City's National Pollutant Discharge Elimination System (NPDES) permit. This regular maintenance activity on City streets prevents over 40 tons of vegetative/sediment debris and trash from entering the City's stormwater system and the Banana River Lagoon.

Sweeping Corporation of America (SCA) performs a full City sweep once per month and sweeps specific, heavily-treed areas twice per month (See Exhibit "D" in attached contract).

**AGREEMENT FOR RENEWAL
OF COOPERATIVE PURCHASING (PIGGYBACK) AGREEMENT**

THIS AGREEMENT FOR RENEWAL OF COOPERATIVE PURCHASING (PIGGYBACK) AGREEMENT (hereinafter “this Renewal Agreement”) is made and entered into effective this ____ day of _____, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality (hereinafter the “CITY”) and USA Services of Florida, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, the CITY is a Florida municipality, having a responsibility to provide certain services to benefit the citizens of the City of Cocoa Beach; and

WHEREAS, the CITY and CONTRACTOR entered into a Cooperative Purchasing (Piggyback) Agreement dated June 26, 2023 and effective August 17, 2023 (hereinafter the “Piggyback Agreement”) for street sweeping services; and

WHEREAS, the Piggyback Agreement “piggybacks” on the competitive pricing, terms, and conditions of that certain contract between CONTRACTOR and Sourcewell, a State of Minnesota Local government unit and service cooperative, effective on or around August 25, 2021 (“Sourcewell Contract”); and

WHEREAS, the CONTRACTOR has provided services under the Piggyback Agreement in a manner satisfactory to the CITY; and

WHEREAS, the initial term of the Sourcewell Contract remains in effect until August 8, 2025, with the option to extend the term for an additional one year term upon mutual consent of the parties thereto; and

WHEREAS, the Piggyback Agreement has an initial term of one year, through August 17, 2024, with the option to renew for two additional one-year terms, and the parties are desirous of renewing the Piggyback Agreement; and

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Renewal Agreement. Said recitals are hereby ratified and made a part of this Renewal Agreement.
2. **Renewal.** The Piggyback Agreement is hereby renewed and extended for an additional one-year term, through August 17, 2025.

3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Piggyback Agreement, remain in full force and effect.

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.

CITY OF COCOA BEACH:

By:

Karin Grooms
City Clerk
City of Cocoa Beach

Date:

By:

Keith Capizzi
Mayor
City of Cocoa Beach

Date:

**CONTRACTOR: USA SERVICES
OF FLORIDA, LLC**

Approved as to form and legality for
use and reliance by the
City of Cocoa Beach

Becky Vose, Esq.
City Attorney

Date:

By:

Christopher A. Chiodo

Name: Christopher A. Chiodo
Title: RVP

6/28/24
Date:

CITY OF COCOA BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this 26 day of June, 2023, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the (“City”), and USA Services of Florida, LLC, a subsidiary of Sweep America Intermediate Holdings, LLC, (“Contractor”), concerning that certain contract with SOURCEWELL, a State of Minnesota local government unit and service cooperative effective on or around August 25, 2021 (“Sourcewell Contract”).

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; and

WHEREAS, On or around May 6, 2021, Sourcewell advertised a solicitation titled RFP No.: 062421 for certain services. A copy of the RFP is attached hereto as **Exhibit “A”**; and

WHEREAS, Sourcewell thereafter awarded the solicitation to Contractor based on the terms and conditions set forth in the RFP, effective on or around January 14, 2022, a copy of which is attached hereto and made a part hereof as **Exhibit “B”**. The initial term of the Sourcewell Contract ends on August 8, 2025 and may be extended for one year upon mutual consent of the parties; and

WHEREAS, the services provided by Contractor are needed by the City of Cocoa Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the terms of the Sourcewell Contract and that certain Service Agreement (“Service Agreement”), which is attached hereto and made a part hereof as **Exhibit “C”**. The initial term of the Service Agreement is a one (1) year period with two (2) one (1) year renewals (subject to the renewal of the Sourcewell Contract); and

WHEREAS, the Sourcewell Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Cocoa Beach; 2) The City of Cocoa Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Cocoa Beach to enter into an agreement with Contractor containing similar terms and conditions as contained the Sourcewell Contract; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in Sourcewell Contract and the Service Agreement including, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

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

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendment. This Agreement to “piggyback” services hereby amends and supplements the terms of the Sourcewell Contract. The City of Cocoa Beach and its equivalent staff and address shall be substituted for Sourcewell and its staff and addresses, as may be required in the awarded Sourcewell Contract. In the event of a conflict between the terms of the Sourcewell Contract and terms of this Agreement to “piggyback”, the terms of this Agreement to “piggyback” shall prevail.

3. 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 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

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

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Sourcewell Contract 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 Sourcewell in the Sourcewell Contract in derogation hereof shall be void and of no force or effect.

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

7. **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.

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

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

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

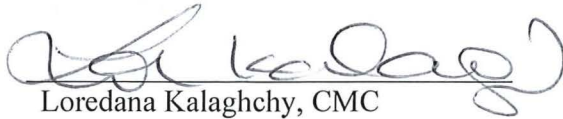
11. **Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

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.

CITY OF COCOA BEACH:

By:



Loredana Kalaghchy, CMC
City Clerk
City of Cocoa Beach

By: (Signature, printed name and title)


Ben Malik, Mayor

August 17, 2023
Date: 8

August 17, 2023
Date: 8

CONTRACTOR:

**USA SERVICES OF FLORIDA,
LLC**

By: (Signature, printed name and title)

Approved as to form and legality For
use and reliance by the
City of Cocoa Beach



Becky Vose, Esq.
City Attorney


Gerald Kesselring, Vice President

6/16/23
Date:

6/26/2023
Date:

EXHIBIT "A"



RFP #062421
REQUEST FOR PROPOSALS
for
Facilities Maintenance Services

Proposal Due Date: June 24, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facilities Maintenance Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 6, 2021
Pre-proposal Conference:	May 26, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	June 17, 2021, 4:30 p.m., Central Time
Proposal Due Date:	June 24, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 24, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Facilities Maintenance Services, such as services for the maintenance, cleaning, inspection, service, and repair of facilities for Sourcewell Participating Entities, including:

- a. Janitorial, custodial, housekeeping, cleaning, and sanitizing services;
- b. Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services;
- c. Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities); and,
- d. Management, administration, labor, personnel, tools, equipment, supplies, and technology related or incidental to the offering of the solutions described in Sections 1. a. – c. above.

2. The primary focus of this solicitation is on Facilities Maintenance Services for Sourcewell Participating Entities, and the related delivery of supplies and services. This solicitation should NOT be construed to include services for the maintenance or management of Sourcewell facilities.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218);
- b. Janitorial Supplies and Equipment with Related Services (RFP #101320); and,
- c. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121); and,
- d. Pest Management Services with Related Products (RFP #042821).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$75 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing, Percentage Discount from Catalog Pricing, Cost-Plus Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services, or a similar pricing schedule. Individualized percentage discounts can be applied to any number of defined product or service groupings. Proposers will be responsible for providing and maintaining current published MSRP (or similar pricing schedule) with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP. ** NOTE – for this solicitation, Percentage Discount from Catalog or

Category is construed to include a proposal for pricing on a percentage or points, above or below, an index or reference figure.

- c. **Cost-Plus Pricing** is pricing based on the actual cost incurred by the supplier in performance of the contract, or a stated price for equipment or products supplied by supplier, plus a specified amount of fee or profit.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



6/2/2021

Addendum No. 1

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Documents tab indicates that a pricing document is expected or allowable. We have a pricing model that will dictate costs in a uniform and predictable fashion. In the narrative responses, we lay out our pricing model in detail. Is a pricing spreadsheet required, or is a narrative description of the pricing model sufficient? If a spreadsheet is required or desired, would non-binding sample pricing that demonstrates our pricing model be acceptable or desirable?

Answer 1:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. In the competitive process, Sourcewell will not advise a proposer on the format of its proposal. However, a pricing document with the content selected by the proposer must be uploaded to successfully submit a proposal within the Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/2/2021, is required at the time of proposal submittal.



6/9/2021

Addendum No. 2

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Why is the administrative fee a range of one to two percent? Why would this fee vary? In what categories would a flat fee be acceptable?

Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

Question 2:

We just came across this RFP and have missed the Pre-Proposal Conference. Will we be able to submit a proposal or was the Pre-Proposal Conference a requirement?

Answer 2:

Refer to RFP Section V. A. – Pre-Proposal Conference, “Sourcewell will hold an optional, non-mandatory pre-proposal conference... Pre-proposal conference attendance is optional.”

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/9/2021, is required at the time of proposal submittal.



6/17/2021

Addendum No. 3

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Who is current incumbent on this contract? How long they have been serving? What was the previous spend on the contract?

Answer 1:

Sourcewell does not currently have awarded contracts resulting from a solicitation for facilities maintenance services.

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/17/2021, is required at the time of proposal submittal.

EXHIBIT "B" 062421-SWP



Solicitation Number: RFP #062421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweep America Intermediate Holdings, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facilities Maintenance Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

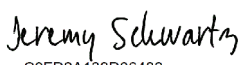
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

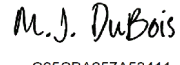
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Sweep America Intermediate Holdings, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/5/2021 | 6:48 AM CDT
Date: _____

DocuSigned by:

By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
8/4/2021 | 10:19 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
8/5/2021 | 6:57 AM CDT
Date: _____

RFP 062421 - Facilities Maintenance Services

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Thursday May 06, 2021 10:06:15
Submitted On: Wednesday June 23, 2021 08:25:49
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 283ad96f-1d25-45df-bb9f-63468354624b
Submitter's IP Address: 47.201.57.209

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Sweep America Intermediate Holdings, LLC EIN: 62-1348993	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA Equipment LLC SaniTech Jet Vac Services LLC SCA of OH, LLC SCA Acquisitions, Inc. SCA of Georgia LLC SCA of SC, LLC Hy-Tech Property Services LLC Sweeping Corporation of America Inc. SCA Reilly Sweeping Inc. USA Services of Florida LLC Sweep A Lot Inc. SCA of IN LLC SCA of MI LLC SCA of CA LLC Sweeping South Inc. Accusweep Services Inc. Clean Sweep Inc. Total Asphalt Services LLC U.S. Sweeping Inc. Envirosweep LLC Envirosweep Specialty Services LLC SCA of MO LLC Morrisville Sweeping Inc. SCA Reilly Sweeping Inc. (PA) SCA Reilly Sweeping Inc. (MD) Reilly Sweeping Inc. (OH) Superior Sweeping Service Inc. C&J Parking Lot Services Inc. Buckeye Sweeping, Inc. Andrews Street Sweeping LLC Contractors and Municipal Sweeping Services, Inc. Cleanstreet LLC Miller Pacific Enterprises Inc. Jonset Corporation Cannon Pacific Services Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SCA Sweeping Corporation of America - see attached certificate - OH	*
4	Proposer Physical Address:	4141 Rockside Road Ste 100 Seven Hills, OH 44131	*
5	Proposer website address (or addresses):	www.sweepingcorp.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Siragusa, Vice President 4141 Rockside Rd STE 100 Seven Hills OH, 44131 MSiragusa@sweepingcorp.com 469-265-1373	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	HISTORY & HERITAGE Sweep America Intermediate Holdings, LLC, doing business as SCA Sweeping Corporation of America (SCA), is the largest self-performing power sweeping services provider in the United States. With an emphasis on quality service and customer focus, they quickly became the nation's elite North America Power Sweeping Association (NAPSA) certified sweeping contractor. Although SCA was formed in 2017, their sweeping heritage began in 1960 with the founding of Contract Sweeping & Equipment in Columbus, Ohio. SCA can offer their customers a superior experience in sweeping services as well as an all-encompassing NPDES (National Pollutant Discharge Elimination System) storm-water plan with their sweeping and sewer JetVac solutions and best in class vehicles. Their reliable services have been trusted by municipalities, State Departments of Transportation, construction contractors and commercial, parking, and industrial properties throughout the mid-western, eastern and southern United States. Since February of 2017, SCA has completed 25 strategic acquisitions and look forward to continuing to identify inorganic growth opportunities in markets across the US. As of May 2021, SCA has 50 operating locations. MISSION STATEMENT To be the premier power sweeping services company in North America by providing safe, reliable and economical solutions to our customers while adhering to our core values. CORE VALUES: SAFETY: Our employees are empowered and responsible for the complete safety of themselves, our customers and the areas where we operate. SERVICE: We uphold an unwavering commitment in providing our valued customers the highest level of respectful, efficient and reliable service. INTEGRITY: Do the right thing, at the right time for the right reason. We keep our promises to our stakeholders - our customers, our communities and each other. GROWTH: We promote a collaborative work environment where our employees can make a difference and realize their full potential. Together the SCA team will drive our continued growth and success. OUR SAFE and HIGHLY QUALIFIED DRIVERS: To ensure the highest quality service, SCA is a drug free workplace. All SCA operational personnel must meet the following guidelines/requirements: • Possess a current commercial driver's license and valid DOT medical card. • Pass a pre-hire drug screen, background check and physical. • Participate in random drug & alcohol screening • Allow annual review of their Motor Vehicle Record • Always wear an ANSI class three (3) safety vest • Participate in monthly safety meetings. • If an employee accumulates more than 6 points on their MVR in a 3-year period they are subject to immediate dismissal Extensive job specific training is provided via equipment manufacturer's video, insurance videos, and hands-on training. A supervisor will ride with each new employee until they are proficient in the safety, maintenance, and operation of a street sweeper. SCA drivers are always required to adhere to traffic laws and are aware that offenses such as sweeping against the flow of traffic will result in disciplinary action up to immediate dismissal. All of their maintenance staff are factory trained and undergo additional training annually. Uniformed SCA personnel operate clearly identified sweepers which include the SCA company logo, phone number, operational location and US DOT number.
10	What are your company's expectations in the event of an award?	SCA hopes to build on their present customer base by adding the ability to utilize an awarded Sourcewell Contract. An awarded contract will allow SCA to continue their company's growth, provide Sourcewell Members with impeccable service, allow Sourcewell members nationally discounted prices and open opportunities to SCA in the educational and non-profit markets.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sweep America Intermediate Holdings, LLC (SCA) is a sound and stable company. Please see attached Certificates of Good Standing, Bonding Qualification, and Bank Letter. The Duns number for this entity is 08-095-4905 SCA has many more Certificates of Good Standing and will be happy to provide any Member with this information.
12	What is your US market share for the solutions that you are proposing?	Today, SCA is ten times larger than that of their closest competitor. It is hard to establish a market share for their services as it is a highly fragmented market with over 1,000 local companies across the United States. Many municipalities self-perform which makes market share tough to calculate. SCA is the only truly scaled sweeping self-performing sweeping services provider and their scale enables them to bring a higher level of sophistication creating numerous advantages relative to their competitors.
13	What is your Canadian market share for the solutions that you are proposing?	Today, SCA has no operations in Canada. SCA has an interest in expanding first into the Ontario area. If there becomes more interest among the Canadian Members, SCA will examine the opportunity to expand into other Canadian territories as well.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SCA nor its parent company has ever filed for bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SCA is best described as a service provider with 50 locations across the United States. SCA employs a staff of over 1200 full-time team members that will be proving sales support and performing all services related to any awarded Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Sweeping Corporation of America and/or listed subsidiaries holds many Contractors Licenses in the following states (not limited to these states): AL, MS, LA, TN, MS, VA, TN, MO, LA, SCA or listed subsidiaries holds business licenses or business registrations in the following states (not limited to these states) VA, DE, NJ, PA, CA, IN, MO, OH, WV, SC, AL, GA, MS, AL, TN, KY, OK, MD, NC, RI, TX, FL SCA holds a Florida Department of Health Operating Permit If a member requires a specific license to do business, SCA is able to obtain that license.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither SCA nor any subsidiaries have ever been suspended or disbarred during the last ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	SCA has been consistently recognized by various third-party organizations across our footprint at the local, regional, and national level. They have included a few awards below. Although they appreciate the recognition, they feel as though the best measure of success is renewal and referral business from their current customers. Sweeping Company of the year by Pavement Maintenance and Reconstruction magazine in 2019 WSA Sweeper of the Year in 2017 East Tennessee Clean Fuel Fleet Award in 2019. NAPSA Certified Sweeping Company In addition to the above awards, SCA is also a proud member of the following trade and industry groups that have high standards for their members, especially the National American Power Sweeping Association which certifies companies for their service levels. 60 Years of Sweeping Heritage National American Power Sweeping Association American Public Works Association Property Management Association National Association of Sewer Service Companies American Road and Transportation Builders Association	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 37-40% of SCA's total sales are to DOT, County and Municipal customers for the last 3 years.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of SCA sales have been to non-profit and schools during that same time period.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any cooperative purchasing contracts. In the last year, SCA received over \$24 million in revenue with 13 state agencies covered by 67 contracts with the following states: AL, CA, FL, GA, LA, MD, MS, NC, PA, SC, TN, TX AND VA In the last year, SCA received over \$15 million of contracted revenue with over 325 local municipalities and counties across 18 states: AL, CA, DE, FL, GA, IN, LA, M, MI, MS, NC, NJ, OH, PA, SC, TN, TX AND VA. The prior two annual periods are comparable to the 2020 annual municipal sales volumes.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any GSA or Standing Offer Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Groveport, OH	Walter Wagner See attached Letter	614-830-3910 ex 1402	*
City of Pharr, TX	Ignacio Amezcua See attached Letter	956-402-4231 ex 1199	*
Township of Fall, PA	Joseph Amao See attached Letter	215-949-9000 ex 281	*
Town of Brookwood, AL	Joe Barger See attached Letter	205-556-1300	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Georgia DOT	Government	Georgia - GA	Sweeping and Jet/Vac Services	\$2,817,000 to \$7,744,000 annually	\$13,054,669	*
Alabama DOT - Birmingham	Government	Alabama - AL	Sweeping Services	\$588,000 to \$1,764,000 annually	\$4,020,177	*
City of Memphis	Government	Tennessee - TN	Jet/Vacuum Services	\$492,906 to \$1,802,000 annually	\$3,940,819	*
Florida DOT - District 5 - Brevard	Government	Florida - FL	Sweeping Services	\$399,600 to \$1,132,000 annually	\$2,143,426	*
Florida DOT - District 5 - Orange	Government	Florida - FL	Sweeping Services	\$284,218 to \$874,824 annually	\$2,009,835	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	SCA has a fully-staffed sales force. There are 14 Regional Sales managers that provide coverage across all 50 locations in the United States. Those Regional Sales Managers provide support for all of SCA's lines of business. All Regional Sales Managers report to a Government Bid and Contract's Manager who reports directly to a Vice President of Sales.	*
26	Dealer network or other distribution methods.	There is no dealer network. There are 50 SCA locations. See attached for Map of locations and list of cities/states	*
27	Service force.	SCA employs over 1200 full-time team members throughout their 50 locations. SCA owns all of the equipment to be used in performing facilities maintenance services for Sourcewell Members.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. This information can be easily exported for billing verification and reporting showing the customer's parking lots, streets and highways are being swept as they expect. SCA guarantees service satisfaction. If SCA does not complete the scope of work to the customer's satisfaction, they will redo the area in question. The response time is usually the same day and well within 12 hours. The service time will be completed within 48 hours. SCA provides GPS reports on completed sweeping cycles pursuant to the attached customer service flyer. Each SCA site will have a Regional Sales Manager and a Project Manager contact for each job. These contacts will be listed on the Sourcewell Quote that is presented to the Member.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	SCA is in business to self-perform facilities maintenance services, parking lot sweeping, street sweeping, Jet/Vacuuming, closed circuit TV pipe inspection and porter services. SCA is aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports their overall corporate strategy. SCA is continually expanding their network of locations and is willing to provide services in the areas of their current locations. SCA is also willing to provide services nationally beyond their current locations. See the attached Advertising in the Municipal Magazine recently published.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SCA does not have any operations currently in Canada. SCA is continually expanding their network of locations and is willing to provide services in Canada where able. SCA is open to expanding into Canada.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SCA will cover all of the United States. SCA will cover parts of Canada, specifically in the Ontario area.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that SCA will not cover fully.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SCA will participate with Hawaii, Alaska and other US Territories. There will be fees for equipment mobilization where there is no local presence. The fees will be to cover costs of equipment transportation. This will not be a profit center for SCA. All applicable charges will be discussed in the quote process prior to any Member issuing a Purchase Order.	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	SCA has an integrated marketing strategy that utilizes both traditional and non-traditional marketing channels to drive leads and convert prospects. The majority of their marketing efforts are digitally focused and utilize the following primary strategies to identify new prospects, leads, and opportunities. See attached examples of electronic marketing flyers. 1. Search Engine Optimization (SEO) 2. Search Engine Marketing (SEM) 3. Customer Segmentation Analysis for Targeting 4. Sales Playbook, Sales Manual and Sales Pitch deck developed and utilized by SCA's sales team. 5. B2B direct marketing strategies (Integrated) In addition to the above strategies, SCA also utilizes direct sales strategies working with our 14 Regional Sales Managers (RSMs) located across the footprint as well as their Site and General Managers that are our customer's primary contact for any work to be completed. SCA will train all of their sales staff with the assistance of MJ DuBois, Contract Administrator, and make use of Sourcewell's available employees, extensive collection of vendor support materials. This training will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training in the marketing and sales of Sourcewell Contracts for over ten years with an abundance of success. SCA will take an aggressive approach to marketing Sourcewell. SCA will include Sourcewell Logos in their service brochures and on their website. SCA will want their customers to immediately know that they have a Sourcewell Contract available for their utilization whether they are a member or want to become a member. In order to further ensure that SCA is fully marketing the value of Sourcewell, SCA will encourage their sales staff to attend regional Sourcewell training sessions as well as utilize their assigned Sourcewell Vendor Development Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process. See attached ads recently published in Municipal Magazine.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SCA has invested heavily over the last 6+ months in marketing technology and resources. Below is a short list of some of the tools SCA utilizes to track performance of all of their marketing efforts. 1. Sisense – Periscope - A data visualization tool that allows us to build a dashboard to better analyze all the digital marketing metrics from our ad campaigns. 2. Salesforce - A customer relationship management (CRM) tool to optimize the sales and reporting processes. 3. Asana - A project management tool SCA uses as a team to ensure they are not forgetting about any specific tasks related to the 30+ projects they are working on at any time. 4. Trello - An online, list-making tool that allows for team collaboration and task tracking 5. FlipHTML5 - An online flipbook tool that allows SCA to convert PDFs to embedded HTML documents with interactivity and full engagement tracking 6. Visme - An online design tool that allows SCA to internally develop all different types of marketing communications. From info-graphics to social media promotions to full advertisements. SCA has made significant investments in third-party consulting firms in 2021 that are experts in digital marketing. Voglio – Digital Marketing & Advertising Perception Builder – Website Optimization Scaling Innovations – Customer Segmentation Analysis Aggregate Insights – Sales Strategy Planning and Implementation Recent results of SCA strategies include: SCA has seen a 39% increase in Google 1st position rankings from January to April 2021. From January 1 – Feb. 28 vs. March 1 – April 30, web leads have increased by 54%. SCA's current Return on Ad Spend (ROAS) is 16:1. For every \$1 of advertising they are spending, they are generating \$16 of net new revenue. (Anything greater than 4:1 is considered successful.) SCA's revenue per lead is 1,694% greater than their cost per lead.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell knows how to promote their contracts! SCA believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell sales. The basis of SCA's longevity is service-rated and Sourcewell is well aware of this concept. SCA is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. SCA will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about SCA success stories with the contract.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SCA's services will not be available through an e-procurement order process as each customer site is different and will need to be viewed by a Regional Sales Manager prior to quoting.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SCA will not provide training as a part of the scope of this contract. SCA will provide services; no equipment is to be used by the Member.

39	Describe any technological advances that your proposed products or services offer.	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards. SCA's new equipment purchases consist of the following types of equipment that far exceed industry standard and are considered far superior due to their technological advances: M6 AVALANCHE (MECHANICAL SWEEPER) 5-Yard Mechanical Sweeper The Schwarze M6 Avalanche™ is earning its reputation as the premier heavy duty mechanical broom sweeper in the American marketplace. The versatile Schwarze M6 Avalanche sweepers offer many of the design innovations that have become the Schwarze® hallmark. The Schwarze® Easy Change Conveyor System makes it a breeze to repair or replace a conveyor. Or go from a squeegee type to a belt type conveyor on the same machine. The free float, impact resistant, drag shoes take lateral impact from milling cuts, manhole covers and curbs and flexes back into place. Elgin - Broom Bear (MECHANICAL SWEEPER) Rugged and made to last, the Elgin® Broom Bear® four-wheel mechanical (broom) sweeper is the most efficient on the market. Mounted on a commercially available conventional or cab-over chassis with fully dualized controls (single-steer optional) and an intelligent single-engine design that utilizes the chassis engine to power the sweeper. The Elgin Broom Bear features a large hopper and water tank, which means more productive sweeping time. Single-engine design keeps maintenance or the need for replacement sweeper parts to a minimum. A variable dumping height and 11" (279 mm) of hopper side-shift ensures easy dumping. This sweeper is available with your choice of squeegee or no-jam belt conveyor systems, depending on the application requirements. The short wheelbase, large brooms, and dual mode air suspension system make the Elgin Broom Bear ideal for sweeping in both congested urban areas and far away rural locations. The Elgin Broom Bear is available as an optional alternative fuel sweeper including compressed natural gas (CNG). Nitehawk Sweepers - Osprey II – Regenerative Air Sweeper for Low Profile Applications (Parking Decks/Garages) The next generation Osprey II is engineered to perform in the most diverse operating environments. Built on a low profile conventional chassis, this sweeper can excel in any location. 35 years of inspired design and field testing have culminated in the best-in-class sweeping performance of the Osprey II. The advanced hydraulic system has the power to sweep anything you throw in front of it. Reliable quiet operation lets you clean where no other sweeper can. Powerful, silent and efficient. There is simply nothing else like it. • Advanced Hydraulics –Generate power and reliability where you need it most • "Stealth Sweeping" System – Single engine hydraulic design delivers the quietest performance of any sweeper • 5 year warranty – longest warranty of any sweeper manufacturer • Lowest Cost of Operation – No auxiliary engine delivers performance with efficiency • Customized Application – Passenger side brooms, specialized cameras, custom paint - we can build your perfect unit • Innovative Controls – User friendly controls customized for operators • Longevity – NiteHawk has been producing sweepers for over 45 years. • Support – full service dealerships and factory support throughout the US. • Driver Friendly – Simple operation, training and No CDL requirement. Sewer Equipment Co. of America MODEL 900 ECO COMBINATION SEWER CLEANER Sewer Equipment Co. of America introduces the Model 900 ECO Combination Sewer Cleaner truck. The 900 ECO utilizes proven technologies to deliver a machine with a simplicity that is unequaled in the combo jet vac truck industry. The Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. It all starts with our patented "Hydro Drive" powertrain system. The Hydro Drive powers the pump and blower in addition to the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral and apply the parking brake and exit the cab while the combo truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear. The simplicity at the operator's station begins with the flip of one switch: Work Mode. The operator can utilize the remaining three switches (water pump, blower, and throttle) to go to work with ease. What's more, there are no special sequences required, that's it! Additionally, simplicity continues with the use of 12-volt electrical switches, relays, and solenoids throughout the truck, making it easy for mechanics to run diagnostics and maintain the equipment. Moreover, no special laptops or software programs required; all you need is a simple test light and a hydraulic pressure gauge. CUES – Sewer and Pipeline Inspection Systems CUES PRE-BUILT MAINLINE AND LATERAL INSPECTION VEHICLES CUES TV/LAMP (mainline and lateral probe) inspection vehicles to help locate electric lines, water lines, gas lines, sewer lines, and other pipes in the path of boring machines to avoid penetrating or damaging the pipes. Prior to the initiation of horizontal boring, use the CUES TV/LAMP truck system to perform pan and tilt inspections of the mainline sewer pipe while viewing and locating lateral services. CUESTV LAMP vehicles can include a variety of inspection equipment based on your specific needs. Trucks include state of the art Evolution Interior III, featuring an ergonomic design to achieve ease of operation, safety, and convenient storage to produce the most efficient, rugged, and reliable system in today's market Safety Technology - Scorpion II® TMA Truck Mounted Attenuator After 17 years on the road, over 2,000 documented impacts, and thousands of lives saved across the globe, the Scorpion TMA's Patented design is the safest and most reliable Truck Mounted Attenuator available today! The Scorpion II TMA consists of strut and cartridge sections that are linked together on a support frame. This open cartridge design reduces wind resistance and increases fuel efficiency when deployed on the job site and when traveling at highway speeds. Each energy absorbing cushion has an Aluminum honeycomb core that is enclosed by aluminum powder coated box module that provides maximum durability and longevity. The Scorpion II is equipped with omnivolt LED brake, directional, signal and running lights to further enhance advanced warnings to drivers. When impacted, the Scorpion's modular design crushes in progressive stages, which reduces the impact forces on the vehicles occupants and results in lower repair costs and easy parts replacement. The curved side rails are made from corrosion resistant aluminum tubes and offer full width impact protection along the entire length of the Scorpion II by safely redirecting the impacting vehicle away from the deadly "coffin corners" at the rear of the truck. Unlike the Scorpion II, most other manufacturers Crash Attenuator models have little or no side-angle impact protection The Scorpion II TMA is the world's first Truck Mounted Attenuator eligible for MASH, TL-3 tested at 62.5 mph (100 kph); see FHWA Eligibility Letter CC-132 for details.
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40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a certified Sweeping Company by the North American Power Sweeping Association, SCA has met all their criteria (partial list below). • Certified Members shall agree to comply with all local, state and federal regulations in regard to the proper disposal of sweeping debris. • Certified Members shall provide to customers proof of proper disposal methods upon request. A Commitment to Excellence The definition of quality is conformance to requirements. NAPSA established the industry standards for properly and professional operation of a power sweeping business. Approved by the American National Standards Institute, the NAPSA/ANSI Power Sweeping Standard (PSS1000-2018) defines the procedures professional power sweeping companies endeavor to implement to provide quality services to their customers. By implementing and adhering to the Power Sweeping Standard, companies can reduce their legal exposure while increasing employee satisfaction and retention. NAPSA's Power Sweeping Standard – 2018PPS1000 All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards. In addition, SCA works closely with our procurement partners to identify suppliers that are focused on sustainability and develop their products with this in mind. Below are highlights from one of our primary vehicle suppliers: Schwarze The Schwarze machines that SCA utilizes are certified on the California South Coast Air Quality Management District Rule 1186 – Less-Polluting Sweepers. SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186). Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information. The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. This standard that was set in Southern California is now nationally recognized as a standard when purchasing sweepers.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCA is a certified Sweeping Company by the North American Power Sweeping Association.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	SCA is not a WMBE, SBE or veteran owned business. SCA will utilize a Small Woman Owned Business, DuCo, LLC to administer, track, and report any awarded Sourcewell Contract. SCA committed to hiring Veterans and Personal with Disabilities in our hiring practices.	*

43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	SCA Competitive Advantages 1) Largest sweeping company in the US, 50 locations, 20 states 2) Scale - "Hometown hustle with national muscle", Extensive fleet of back up vehicles to maintain service 3) Safe - Dedicated personnel for training and coaching, 44 different training programs, DriveCam™ by Lytx, Low reputational risk both professionally to the decision maker and to your organization 4) Experts - In different sweeping technologies and services including: air, broom, and sewer cleaning 5) People - Full HR function plus dedicated team of recruiters to maintain and grow staffing levels to support all sizes of contracts, Employer choice equals better quality, Training, benefits and advancement (it is not a job, it is a career) 6) Efficient & Economical - High value at low cost 7) Dependable - We have a large fleet that continues to grow and the financial strength/capital to purchase more. SCA also has the newest fleet – which reduces down time 8) Low Risk - Low reputational risk for the decision maker and organization, VSS – SCA's new proprietary Verified Sweeping Service® tool that shows real time sweeping cycle data, Transparency into our contracted activities 9) Best Technology - Tablets in all trucks that integrate multiple performance tools, VSS® (Please see below), GPS, Maintenance-enabled tech SAFETY To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. SCA's mechanical broom sweepers and follow trucks possess a "48 X 96" Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control & safety. SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis. Safety is a priority for SCA managers and in an effort to enhance safety, their managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically SCA's insurance company visits their operational facilities for safety inspections. SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of re-occurrence. SCA's highly trained professional operators, combined with SCA's reliable equipment, ensure they are prepared for any cleaning challenge. SCA guarantees they will exceed their customer's expectations! QUALITY ASSURANCE/QUALITY CONTROL SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals. SCA will furnish daily reports to SourceWell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following: a. Vehicle Identification b. Driver Identification c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) d. Tracking Information (location, direction of travel, speed, stops) e. Route Playback (date/time from/to) We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 °F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice. VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer their proprietary Verified Sweeping Service® (VSS). This proven state-of-the-art VSS portal allows their customers to confirm that specific geo-fenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into their active contract and will be able to view agreed to geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work order completions. The VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals. SCA will furnish daily reports to Sourcewell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following: - Vehicle Identification - Driver Identification - Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) - Tracking Information (location, direction of travel, speed, stops) - Route Playback (date/time from/to) We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice. SCA has the previously described VSS/GPS that they will show as proof that work was actually performed. Any customer can log into their own portal to see real time data. SCA will also guarantee that the customer is satisfied or they will re-do any work that the customer may not be happy with at no charge. For catch basin, pipe cleaning as well as CCTV work, SCA will clean and inspect the Member's pipe to the standards of the local municipality. For any service not performed pursuant to the local municipal standard, SCA will re-do the work at no additional charge.
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See above statements NAPSA (North American Power Sweeping Association) Certified (requirements below) Insurance: - Members shall agree to carry reasonable levels of liability insurance and provide customers a copy of certificate of insurance upon request. - Members shall agree to carry worker's compensation insurance on all employees and require that all subcontractors comply with such rules. Regulations: - Members shall agree to comply with all local, state and federal regulations in regards to the proper disposal of sweeping debris. - Members shall provide to customers proof of proper disposal methods upon request. - Members shall collect and pay all appropriate taxes, including all payroll, sale and fuel taxes. Employees - Member shall agree to provide training for all equipment. - Member shall continuously strive to provide employees with a safe working conditions. - Members shall follow all state and federal laws in regards to compensation. General: - Members agree to conduct their business with honesty, integrity and project a professional image in all endeavors. - Members agree to be truthful and non-deceptive in advertising. - Members agree to all proposals shall be complete and accurate in describing services/products rendered.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Net 30 days. Payments may be made by Check, ACH transfer and wire transfer.
47	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Sourcewell Member will contact an SCA Regional Sales Manager for an initial request for quote. The Regional Sales Manager will review the Member's requirements and, if necessary, will make a site visit to determine the estimated equipment and time involved for the project. The Regional Manager will contact SCA's HQ (Government Bid Manager) for tracking and estimation. The Government Bid Manager will then prepare a quote based on the Sourcewell Pricing, Terms and Conditions working with MJ DuBois. The Government Bid Manager will then send the Member the quote for review. The Member will then send a Purchase Order to SWEEPING CORPORATION OF AMERICA'S HQ for the project scheduling. SCA's Government Bid Manager will disperse the project to the correct location for fulfillment. The Government Bid Manager will forward any Purchase Order to MJ DuBois for proper Sourcewell Sales Reporting. The local Project Manager will complete the project and report back to HQ that the job is complete. Then SWEEPING CORPORATION OF AMERICAN will invoice the Member.
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attached examples of SCA Parking Lot agreements and Other Service Agreements, these may or may not be utilized for Sourcewell Members.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card is not accepted.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount from the published labor rates to the Sourcewell Members on all of the services being offered. SCA's discount will be based on a percentage off of the profit-making portion of this award. SCA's intent is a simple percentage discount calculation. SCA will not discount costs of added items such as water, dump fees or equipment mobilization fees as these items are invoiced as a pass through (at cost) price to the Member.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SCA is proposing a 3% discount from all their labor rates.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts as each service job is different.
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Related services labor rates will also be discounted at the same rate as the contract discount. Items invoiced which are considered "open market" will be invoiced at cost plus 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for Water used in the providing of services pursuant to local water costs, if customer does not provide it.. SCA will charge for disposal fees if the customer elects to have them transport and dispose of debris collect at a pass through price (weight ticket substantiated). Equipment mobilization and fuel may also be required based on customer location. SCA will quote these costs prior to any Member issuing a Purchase Order. SCA is the only party that would charge any of these fees. No third-parties will be billing these fees to any Member.
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If SCA locations are within the member service area, there will be no mobilization charges. If the Member location is beyond the SCA regular service area, freight charges may apply. These charges will be disclosed at the quoting stage so each Member will be fully informed of freight charges prior to issuing a Purchase Order.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see answer above. Any freight or mobilization fees are not profit making center for SCA. Costs will be at a pass through price.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SCA recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Due to the unique nature of SCA's contract representation, SCA builds in an automatic audit process. DuCo, LLC, being the Contract Administrator and being involved in the Sourcewell quotation process, allows for this self-audit process. SCA will not have to rely on multiple report locations for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There will be no after-the-fact gathering of information required. DuCo will collaborate with the Government and Bid Contract's Manager on every quotation for the Sourcewell Member under the contract guidelines, terms and conditions. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, SCA will require the Purchase Order to reference the contract number. The Purchase Order will be copied to DuCo. This process makes it clear for all personnel to recognize that it is a Sourcewell Contract Sale. The sale, when received, is booked and accounted for on a Sourcewell sales spreadsheet. This makes the end of quarter reporting complete and on time. As a secondary check, when SCA receives a payment for a complete job, SCA will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.	*
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	SCA values the ability to service Sourcewell Members with their services. In order for SCA to ensure they are providing a product that Sourcewell Members want, SCA will be evaluating the sales, Quarterly and Annually, to ensure growth. SCA will respond accordingly to specific regional performance through sales training as well as participation in Sourcewell training classes. SCA is expected to increase their sales each year. SCA operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SCA will pay a fee of 1% for services performed. The 1% will not be calculated on costs such as water used, mobilization if applicable, and dump fees which are pass through prices.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SCA will provide facility maintenance services such as: - Porter Services - Litter Pickup - Power Washing - Parking Lot Sweeping - Street Sweeping - Catch Basin Cleaning - Pipe Cleaning - TV pipe inspection See attached detailed examples of Scope of Work provided.	*
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Street and highway sweeping services. - Pipe Cleaning Services - Catch Basin Cleaning - Pipe Inspection Services - Grease Trap Cleaning See attached examples of Scope of Work or Other Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	☒ Yes ☐ No	Porter Service, Litter Pickup, power washing, catch basin cleaning, TV pipe inspection, grease trap cleaning and storm/sewer/water pipe cleaning.	*
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	☒ Yes ☐ No	Landscaping, snow removal, grounds maintenance, catch basin cleaning, storm water retention system cleaning, parking lot sweeping, road sweeping, highway sweeping.	*
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	☐ Yes ☒ No	n/a	*
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	☒ Yes ☐ No	Management of all of the above services. Including suggested maintenance schedules.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	SCA takes a structured and standardized approach to recruiting, candidate selection and employee retention to ensure they have a ready flow of qualified, trained employees to perform at the highest levels for their customers. Their recruiters deploy a wide variety of in-person and automated techniques (community outreach, AI pre-screening programs, skill-based assessments to name a few) to continuously source applicants and fill their pipeline through the most challenging talent acquisition times. SCA maintains robust screening and on-boarding processes to ensure compliance with DOT and other regulations, while ensuring the candidate experience is a positive and interactive one. Once employed, SCA engages their employees in a wide variety of ways to continuously monitor job satisfaction, ensuring they identify and address any concerns early. SCA's goal is to continuously improve retention and satisfaction of their workforce through clear communications, promotional opportunities, and a well-rounded benefit and pay program.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	SCA has extensive experience working with municipalities and other entities in creating custom statements of work, service levels, quality control plans, and performance standards. Our Regional Sales Managers will work with participating entities personnel to educate and discuss a thorough work scope and quality control plan to ensure expectations are being met for all facets of the project(s). A wide range of options will be discussed so entities will know all the available options to them and they will be able to pick a service level plan that is tailored to their needs based on their requirements. From a quality control and performance perspective, SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. Information can be easily exported for billing verification and reporting showing streets and highways are being swept just as expected. Sweeping contracts can involve tens to hundreds to thousands of miles of roadways which can create challenges for inspectors to monitor and inspect. VSS solves this issue by providing real time and historical data such as location, miles swept, speed, and actual sweeping time.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services. See attached information for more information.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	SCA has preferred vendor status relationships with manufacturers such as Nitehawk (parking lot sweepers) and Schwarze Industries (street sweepers), where they get exceptional service and vehicle availability for any vehicle purchases. This allows SCA to increase their fleet size and mobilize equipment for a new contract faster than anyone else in the industry. SCA also has similar deals with Continental Tires for maintenance of their existing fleet. These relationships translate into lower costs for acquiring and maintaining equipment which allows for fleet expansion and sustainable coverage for Sourcewell members.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	With the preferred supplier status relationships established, SCA receives priority when in need of new equipment, parts, and factory service. This allows SCA to increase their fleet size, keeps their equipment running and ready for superior response and service to their customers. SCA belongs to two (2) group purchasing organizations, Coretrust Procurement Group (office supplies, shipping, etc.) and Procurement Analytics (industrial parts for inventory) to allow SCA to team up with other companies to get volume discounts.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - SCA Services Pricing Sourcewell Pricing 6_22_2021.xlsx - Tuesday June 22, 2021 11:06:33
- [Financial Strength and Stability](#) - Table 1 and 2 Rep DBA Certs Bond Bank.zip - Tuesday June 15, 2021 13:10:27
- [Marketing Plan/Samples](#) - Table 4 and 5 Ads docs location csr svc testimonials (2).zip - Thursday June 17, 2021 11:14:13
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Performance Standards or Guarantee Information](#) - SCA Customer Service System VSS SLICK.pdf - Tuesday June 15, 2021 13:19:02
- [Standard Transaction Document Samples](#) - Std Transaction Docs.zip - Tuesday June 15, 2021 13:11:45
- [Upload Additional Document](#) - Table 14 Scope of Work.zip - Tuesday June 15, 2021 13:18:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

- I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:
1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
 6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
 10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
 11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, Sweep America Intermediate Holdings LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	☒	1
Addendum_2_Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	☒	1
Addendum_1_Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	☒	1

**AMENDMENT #1
TO
CONTRACT #062421-SWP**

THIS AMENDMENT is by and between **Sourcewell** and **Sweep America Intermediate Holdings, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Facilities Maintenance Services effective August 5, 2021, through August 8, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 1/13/2022 | 8:35 PM CST

Sweep America Intermediate Holdings, LLC

DocuSigned by:
By: Matthew Spencer
Matthew Spencer 4908DE0993504BF...

Title: COO

Date: 1/13/2022 | 1:48 PM PST

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 1/14/2022 | 8:09 AM CST

Service Agreement

Sweeping Corporation of America, LLC (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

Property Location

Name: **City of Cocoa Beach**

Street:

City: State: Zip Code:

Phone: Fax:

Property Contact: **Walker Dawson**

Email: **walker.dawson@cityofcocoaabeach.com**

Phone: **321-868-3292**

Billing Info

Name: **City of Cocoa Beach**

Street: **1600 Minutemen Causeway**

City: **Cocoa Beach** State: **FL** Zip Code: **32932**

Phone: Fax:

Ordered By: **Walker Dawson**

Email: **walker.dawson@cityofcocoaabeach**

Phone: **321-868-3292**

Service Details and Fees

Emergency/Special Hourly:

Per Hour: **\$165.00**

Hour Minimum: **Three (3) hours**

Portal to Portal: **NA**

OT Per Hour: **\$195.00**

Per Curb Mile Sweeping Service

Per Curb Mile: **\$36.00**

Per Cycle: **\$3,979.80**

Miles Per Cycle: **~110.55 curb miles**

Contract Term: **One (1) year**

Start Date: **June 1, 2023**

Scheduled Sweeping Service

Service Frequency: **Once per month**

Sweeps Per Term: **12**

Per Sweep: **NA**

OT Per Hour: **NA**

Additional Fees

Disposal Fee: **Included**

Variable Energy Charge*: **NA**

*For details, please visit <https://www.sweepingcorp.com/vec/>.

Environmental Fee: **NA**

Mobilization Fee: **NA**

The Company shall provide equipment, labor, fuel, and any other materials necessary to complete the required work. The Company will clean an area seven (7) ft. wide from the curb, barrier or paved shoulder edge. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. Company's service is based on removal of a regular day-to-day build-up of material and debris. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is not covered by the price quoted in this agreement under the hourly rate.

Special Instructions / Comments

One (1) year initial term with two (2) one (1) year renewals by mutual agreement by both parties.
Annual price adjustment based on previous twelve (12) month percentage change in regional CPI index.
Debris disposal cost included in price. Water available at no cost to SCA.
No additional charge for GPS reporting (Waived \$250.00 per month).

Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

Customer

Signature:

Print Name:

Title:

Date:

Company

Signature:

Print Name: Mike Siragusa

Title: Vice President - Sales

Date: April 20, 2023

Terms and Conditions

NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS.

- 1) **Definitions:** "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either (i) the contract agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.
- 2) **Services Rendered:** Customer grants exclusive rights to Company to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.
- 3) **Coverage and Term of Agreement:** This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which Service under this Agreement commences and shall continue for a term of twelve (12) months. Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least sixty (60) days before the end of the then current term.
- 4) **Standards of Service:** Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall, for additional compensation consistent with the fee schedule provided with this Agreement ("compensation schedule"), perform extra services as may be required to provide the requisite service. The cost to perform extra services shall be as set forth in the compensation schedule. Services shall be performed to prevent litter, leaves, sand, dirt and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey on the Company the status of "generator". Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed that Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the compensation schedule.
- 5) **Warranties.** Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service. All are expressly disclaimed.
- 6) **Time and Performance.** Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.
- 7) **Clean Up.** Company agrees to remove from the Customer's premises any Company equipment.
- 8) **Payment.** Customer shall pay Company for Services rendered monthly in accordance with the compensation schedule and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for services within ten (10) days from the invoice date. Company may charge late fees and interest, not to exceed the maximum rate allowed by applicable law, on all amounts past due. In the event a payment is not made when due, Company, at its sole option, may terminate the Agreement on notice to the Customer and recover all past due amounts.
- 9) **Suspension.** If any amount due from Customer is not paid within sixty (60) days of the date of the Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until the Customer has paid all amounts owed to Company.
- 10) **Rate Adjustments.** Customer agrees that it shall pay Company for any increase in costs due to an escalation in energy costs. These surcharges shall be referred to as "energy" on the compensation schedule. Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of changes in local, state or federal law, rules, ordinances or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs or other governmental

charges. These charges shall be referred to as "environmental" on the compensation schedule. The energy/environmental recovery fee(s) shall be shown on the customer invoice.

- 11) Damage to Pavement. Company shall not be responsible for any damages to the Customer's pavement or accompanying subsurface, curbing or other driving surfaces resulting from the Company's Services.
- 12) Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.
- 13) Indemnity. Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law or breach of this Agreement.
- 14) Termination. This Agreement may only be terminated by the Customer by providing written notice of Company's breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 30 days of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner.
- 15) Assignability. This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned in whole or in part, without the mutual written consent of the parties to this Agreement.
- 16) Notice. Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.

- 17) Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements.
- 18) No Waiver. No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party's failure to complain or to seek remedies because of any previous breach or violation.
- 19) Severability. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.
- 20) Credit History. Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer.
- 21) Disputes, Remedies. Except for claims by the Company for collection of fees, the parties' knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgement on the award may be entered by any court having jurisdiction. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort and any theory of liability.
- 22) Attorneys' fees, Jury Waiver and Jurisdiction and Venue. The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, in any suit brought, Company shall be entitled to recover its reasonable costs and attorneys' fees. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in Cuyahoga County, Ohio and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in Cuyahoga County, Ohio.
- 23) Excused Performance. Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God

EXHIBIT "D"

City of Cocoa Beach

Streetsweeping Streets

Twice Monthly

- Ocean Beach
- Meade
- Pulsipher
- Winslow
- N/S Banana (portions)
- Columbia
- SR520
- Atlantic/SRA1A (portions)
- Bay
- Cocoa Isles
- Antigua
- June
- Esther
- Samar
- Nassau
- Bermuda
- Java
- Bali
- Trinidad
- Santa Cruz

Once Monthly

All CURBED streets except those swept twice monthly

- 1x/monthly
- 2x/monthly



- Catalina
- Oak
- Cedar
- Woodland
- Brevard
- Orlando
- Atlantic
- Indian Creek
- 4th St N
- 3rd St N
- 2nd St N
- 1st St N
- Alley
- Minutemen
- Orlando (portions)
- Atlantic (portions)
- 4th St South
- 1st St South
- Sloop
- Yawl
- Yachthaven
- Westview
- Riverview
- Greenwood
- Rose
- Brevard

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Approve \$60,000 ARPA funds for painting Fire Station 51.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is not budgeted.

BACKGROUND:

This item is to paint Fire Station 51. Originally, Career Source Brevard was going to paint the building, but they had federal funding changes. They started to pressure wash the fire station to prepare for painting. The tilt wall joints and window caulking are complete. Painting will finish sealing the building from leaks.



5/9/2024

City of Cocoa Beach
Attn: Morgan Zuhlke
1600 Minuteman Causway
Cocoa Beach, FL 32931

RE: Cocoa Beach Fire Station #51
Price Quote 705-01 Paint Balance of Building @ Fire Station #51

Dear Morgan,

Please find the attached **Price Quote# 705-01** request for **\$ 56,277.34**. This pricing request is for the application of new paint on Fire Station #51 at all areas EXCEPT new stucco (seperately priced). Paint will include PH Testing and all protection of adjacent surfaces, windows, etc. Includes all lift equipment for access to the site where painting is required. Work includes applications of primers, eatching, paint and caulking in accordance with the quote from Dave Goodman Painting (attached). W+J is charging only OH&P limited GC's for this work in order to keep pricing as low as possible. Painting will attempt to hide / blend issues created by the previous subcontractors power washing efforts that created areas of raw concrete next to previsouly painted surfaces. Dave Goodman painting will attempt to blend these areas as best possible to create a uniform finish as best possible.

Sincerely,

Chad M. Laston

Chad M. Laston
Project Manager
(321) 522-9011
chad@wjconstruction.com

Owner's Authorized Signature

Date

Signature of this cost event will release W&J to proceed with the work described above.

Item	Sec	Description	Material	Labor	Sub	Subcontractor Name
		A/E Design Phase Fees				
		A/E Construction Phase Fees				
1.		General Conditions			2	<i>metric = days</i>
		Project Manager		360.00		
		Project Superintendent		680.00		
		Project Accountant		150.00		
		Project Vehicle				
		Field Telephones				
		Construction Trailer				
		Sanitary Facilities				
		Plan Reproduction				
		Waste Mgmt and Disposal				
		Miscellaneous Expendables				
		Safety Requirements				
		Added Work		0		Subcontractor Name
		Painting - Entire Facility FS#51		48,400.00		Dave Goodman Painting
		(Except New Stucco - In Separate Quote)				
		Subtotals	0.00	1,190.00	48,400.00	
		PT&I (7.0/35)	0.00	416.50		(included in labor rate)
		Total	0.00	1,606.50	1,606.50	
					50,006.50	
		Permits				
		General Liability Insurance	0.99%		557.15	
		Builder's Risk	0.96%		0.00	
		Contingency	0.00%		0.00	
		Bond	0.00%		0.00	
		Hurricane Surcharge - % of Bond	0.00%		0.00	
		Cost			50,563.65	
		Overhead	5.0%		2,528.18	
					53,091.83	
		Profit	6.0%		3,185.51	
		Total Bid			56,277.34	

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Wayne Carragino, City Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Approve the recommendation to promote Wes Mullins to Police Chief for the City of Cocoa Beach. *Per Chapter 2, Article 1. Section 2.5 Police Department of the City of Cocoa Beach Code of Ordinances*

Staff Representative: Wayne Carragino, City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item

BACKGROUND:

In accordance with the City Charter Section 2-5 (Police):

"The chief of police shall be the head of the police department. He shall be appointed and removed by the city manager, subject to the approval of the city commission."

The city manager is requesting the approval of the Interim Chief of Police, Wes Mullins to the permanent Chief of Police for the City of Cocoa Beach.

The term shall begin September 1, 2024, upon approval of the commission.

His performance has been stellar and he has more than demonstrated his ability to be the permanent Chief of Police for the City of Cocoa Beach.

City of Cocoa Beach City Commission

Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Cory Hall, Planner I

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Ordinance 1691, on second 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.

Staff Representative: Randy Stevenson, Director of Development Services

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

SECOND READING AND ADOPTION

1. This Ordinance 1691 is a request for a Vacation of Right of way. This is 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 of Right of Way 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.

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

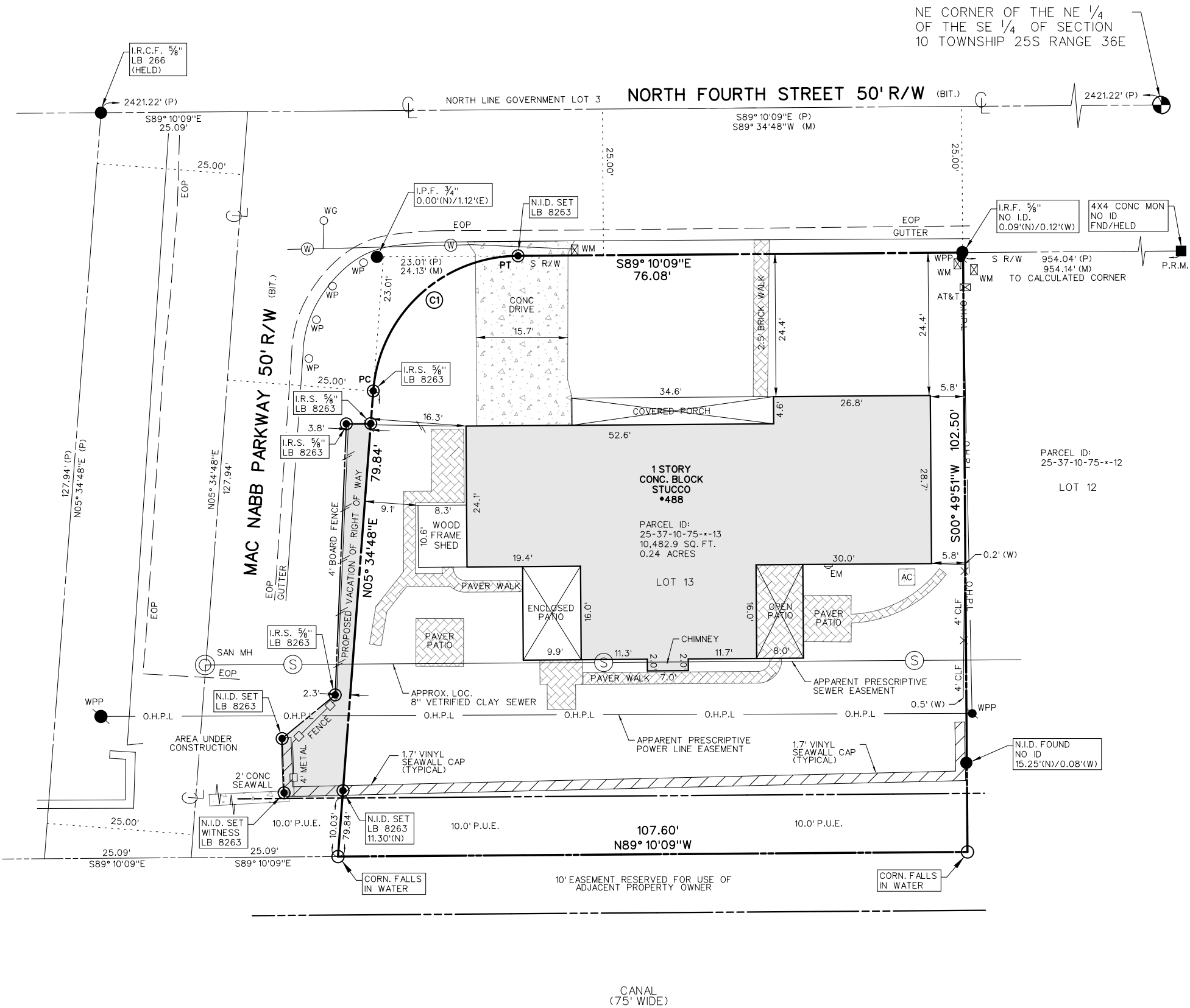
ATTEST:

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

Karen Groom, City Clerk

BOUNDARY SURVEY

SECTION 10, TOWNSHIP 25 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1 (P)	37.20'	25.00'	85° 15' 03"	33.86'	N 48° 12' 20" E

SHEET 1 OF 2 (SURVEY SKETCH) - - - - - SURVEY NOT COMPLETE WITHOUT ALL SHEETS

BASIS OF BEARINGS:
THE BEARINGS SHOWN ARE BASED ON AN ASSUMED NORTH MERIDIAN, BEING N89° 10' 09" E ALONG THE SOUTH R/W LINE OF NORTH FOURTH STREET.



Total Control Surveys, LLC

LAND SURVEYING AND MAPPING

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776



FLORIDA BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER - LB 8263

REVISIONS	
6.	
5.	
4.	
3.	
2.	
1.	

CERTIFIED TO AND SPECIFICALLY MADE FOR:
SUZANNA L BALLESTEROS

NORTH ARROW & SCALE BAR



20 10 0
SCALE 1" = 20'

FIELD DATE: 06/14/2024
PLOTTED BY: D.S.
CHECKED BY: D.S.

PROJECT ADDRESS:
488 N FOURTH ST
COCOA BEACH FL 32931
SHEET: 1 OF 2

FIELD DATE: 06/14/2024

PROPERTY ADDRESS:

488 N FOURTH ST
COCOA BEACH FL 32931

FLOOD INFORMATION: (NAVD88)

PANEL NUMBER:12009C0453H
FIRM DATE: 01/29/2021
FLOOD ZONE: X
FLOOD ZONE: AE
BASE FLOOD ELEVATION: 3.00'
COMMUNITY NAME:
CITY OF COCOA BEACH
COMMUNITY NUMBER: 125097

ZONE:

RS-1 SINGLE FAMILY RESIDENTIAL

SETBACKS ARE:

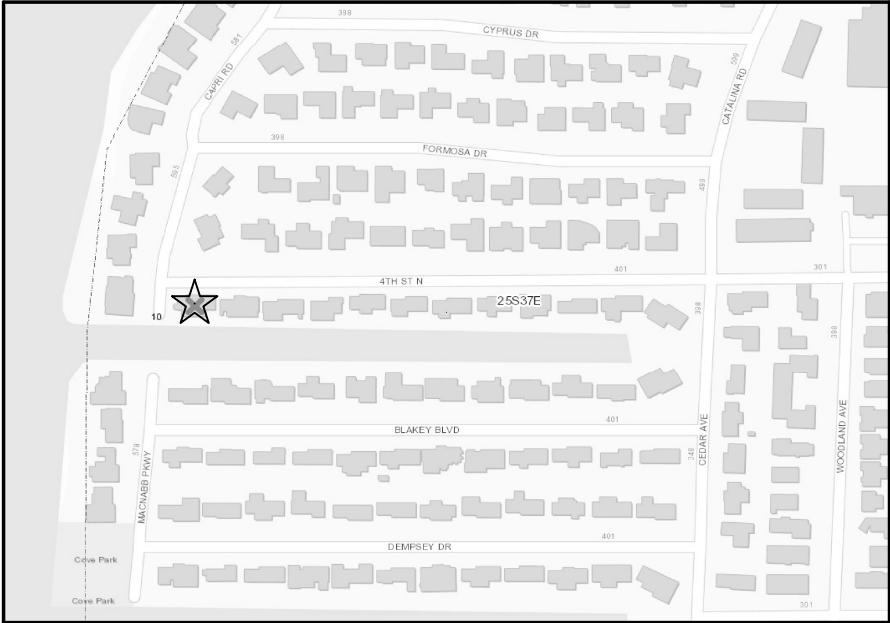
FRONT=25'
SIDE=10'
REAR=15'

PER THE CITY OF COCOA BEACH
ZONING & FUTURE LAND USE WEB APP

DESCRIPTION AS FURNISHED:

LOT 13, PLAT OF CONVAIRE COVE,
ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 12, PAGE(S) 33,
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOCATION MAP



SURVEYOR'S LEGEND

ARC = LENGTH OF ARC
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BIT = BITUMINOUS
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
BRG = BEARING
(C) = CALCULATED
CATV = CABLE TV
CBS = CONCRETE BLOCK STRUCTURE
CB = CHORD BEARING
CH = CHORD LENGTH
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMF = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
CPP = CONCRETE POWER POLE
COR = CORNER
C&G = CURB & GUTTER
(D) = DEED
DB = DEED BOOK
DE = DRAINAGE EASEMENT
DEL = DELTA ANGLE
DG = DOWN GUY
ELEC = ELECTRIC
ELEV = ELEVATION

EM = ELECTRIC METER
ENC = ENCROACHMENT
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
(F) = FIELD
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MGT. AGENCY
FF = FINISHED FLOOR
FH = FIRE HYDRANT
FNC = FENCE
FND = FOUND (FOR MONUMENTATION)
FP&L = FLORIDA POWER & LIGHT COMPANY
ID = IDENTIFICATION
IPF = IRON PIPE FOUND
IRCF = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET "LB 7182"
LB = LAND SURVEYING BUSINESS
LS = LAND SURVEYOR
(M) = MEASURED
NAVD = NORTH AMERICAN VERTICAL DATUM
N/F = NOT FOUND
NDF = NAIL & DISK FOUND
NTF = NAIL & TIN-TAB FOUND (NO IDENT.)
NDS = 1/4" NAIL & DISK SET "LB 7182"
NGVD = NATIONAL GEODETIC VERTICAL DATUM
No. = NUMBER
OHW = OVERHEAD WIRES
ORB = OFFICIAL RECORD BOOK
O/S = OFFSET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE

PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PI = POINT OF INTERSECTION
PKF = PARKER-KALON NAIL FOUND
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
PU = PUBLIC UTILITY (EASEMENT)
PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
RAD = RADIUS
RCP = REINFORCED CONCRETE PIPE
REF = REFERENCE
RNG = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
SFHA = SPECIAL FLOOD HAZARD AREA
TEL = TELEPHONE RISER
TWP = TOWNSHIP
TYP = TYPICAL
UGE = UNDERGROUND ELECTRIC
UGT = UNDERGROUND TELEPHONE
UP = UTILITY POLE
WD = WOOD
WLP = WOOD LIGHT POLE
WPP = WOOD POWER POLE
WIT = IRS W/CAP "WITNESS LB 7182"
WM = WATER METER
XCF = CROSS CUT FOUND

SYMBOLS

WATER MAIN
CATV
O.H.P.L.
GAS MAIN

MH
CB
FH
WLP
DOWN GUY

CPP
WPP
PCP
N/F
IRS
IRF
N/F
CMF

WG = WATER GATE
WM = WATER METER
GG = GAS GATE
GM = GAS METER
EM = ELECTRIC METER
C/L = CENTERLINE

LINE TYPES

RETAINING WALL
BOX WIRE FENCE
BOARD FENCE
CHAIN LINK FENCE
VINYL FENCE
BLOCK WALL
STREET LINE
SAN SEWER
PROPERTY LINE
EASEMENT LINE

PROPOSED STRUCTURE
INDICATES DRAINAGE FLOW DIRECTION

TREE LEGEND
MAPLE
PINE
OAK
PALM
MAGNOLIA

FEMA DENOTES APPROXIMATE FEMA FLOODPLAIN FEMA
EXISTING ELEVATIONS: +16.7'
PROPOSED ELEVATIONS: 13.6'
PROPOSED DRAINAGE FLOW DIRECTION

SURVEYOR'S NOTES:

- ELEVATIONS BASED ON FLORIDA D.O.T. FPRN STATION VIERA BEING AT AN ELEVATION OF 63.64 FEET NAVD 1988.
- FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
- DISTANCES, BEARINGS, AND ANGLES SHOWN ARE THE SAME AS THE PLAT, DEED, OR RECORD - UNLESS SHOWN OTHERWISE.
- MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
- THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
- PROPERTY LINES AND/OR IMPROVEMENTS SHOWN WERE PHYSICALLY LOCATED BY A FIELD SURVEY.
- THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, ADJOINING DEEDS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
- UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
- ENDANGERED OR THREATENED SPECIES HABITAT AND/OR JURISDICTIONAL WETLANDS, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
- FENCES SHOWN ON SURVEY ARE FOR ILLUSTRATIVE PURPOSES ONLY. FENCING DIMENSIONS MADE FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE INTERIOR FACE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND/OR RIGHTS ARE UNKNOWN. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCE. IF THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES A PROPERTY OFFSET LINE CAN BE ESTABLISHED FOR THE INSTALLATION OR REMOVAL OF FENCING.
- THIS SURVEY MEETS AND EXCEEDS THE ACCURACY REQUIREMENTS PER FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.
- INFORMATION COLLECTED PRIOR TO THE SURVEY INCLUDES: THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT, OR FROM A PUBLICLY PUBLISHED COUNTY TAX COLLECTOR SITE, RECORDED PLATS, AND/OR SECTION CORNER RECORDS IF APPLICABLE.
- UNLESS OTHERWISE INDICATED THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DOCUMENTS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES TO THE SUBJECT PROPERTY RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FL.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS SURVEY MAP, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE LIVE SIGNATURE AND ORIGINAL RAISED SEAL AND/OR THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER DAVID C. SHERMAN REGISTERED LS#7182

SHEET 2 OF 2 (SURVEY DETAILS) - - - - - SURVEY NOT COMPLETE WITHOUT ALL SHEETS

CERTIFIED TO AND SPECIFICALLY MADE FOR:

SUZANNA L BALLESTEROS

SURVEYOR'S SIGNATURE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR BELOW. THE SURVEYOR HEREBY CERTIFIES THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES SET FORTH IN CHAPTER 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.025, FLORIDA STATUTES. THE SURVEYOR HEREBY CERTIFIES THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David C. Sherman

JUNE 14, 2024

DAVID C. SHERMAN REGISTERED LAND SURVEYOR LS#7182 DATE

IF PRESENT, THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID C SHERMAN P.S.M. ON 06/20/2024

Digitally signed by David C Sherman
DN: c=US, o=Florida, dnQualifier=A01410D0000018C20A06EE300090CFE, cn=David C Sherman
Date: 2024.06.21 10:36:03 -0400

EMBOSSED SEAL

Total Control Surveys, LLC
LAND SURVEYING AND MAPPING

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776



FLORIDA BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER - LB 8263

LEGAL DESCRIPTION

SECTION 10, TOWNSHIP 25 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA
(NOT A SURVEY)

PURPOSE OF SKETCH AND DESCRIPTION:

TO VACATE A PORTION OF THE STREET RIGHT OF WAY UP TO, AND INCLUDING, AN EXISTING ADJACENT FENCE AND SEAWALL.

LEGAL DESCRIPTION:

THE PORTION OF AN EXISTING PUBLIC RIGHT OF WAY THAT LIES EAST OF AN EXISTING FENCE AND SEAWALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF A PROPERTY DESCRIBED AS LOT 13, PLAT OF CONVAIRE COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE(S) 33, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

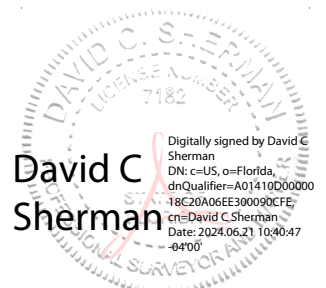
THENCE N05°34'48"E A DISTANCE OF 10.03' TO THE INTERSECTION WITH THE NORTHERLY LINE OF AN EXISTING 10.0' P.U.E. AND POINT OF BEGINNING. THENCE N05°34'48"E A DISTANCE OF 64.23' TO A POINT WHICH IS ALONG THE EASTERLY R/W LINE OF MAC NABB PARKWAY, AND 5.58' SOUTH OF THE PC OF A CURVE WHICH HAS A RADIUS OF 25.00' AND AN ARC LENGTH OF 37.20'. THENCE N89°29'14"W A DISTANCE OF 4.19' TO A POINT ADJACENT TO THE WEST FACE OF AN EXISTING WOODEN FENCE. THENCE S03°35'40"W A DISTANCE OF 46.39' TO A POINT ADJACENT TO THE WEST FACE OF AN EXISTING WOODEN FENCE. THENCE S51°49'17"W A DISTANCE OF 11.75' TO A POINT ON THE NORTHWEST CORNER OF AN EXISTING SEAWALL DECK. THENCE S00°52'04"E A DISTANCE OF 10.26' TO A POINT ON THE SOUTHWEST CORNER OF AN EXISTING SEAWALL DECK. THENCE S89°10'09"E A DISTANCE OF 9.93' ALONG THE NORTH LINE OF AN EXISTING 10.0' P.U.E. TO THE POINT OF BEGINNING.

CONTAINING 314.8 SQ FT / 0.01 ACRES MORE OR LESS

SURVEYORS NOTES:

- 1) THE BEARINGS SHOWN ARE BASED ON AN ASSUMED NORTH MERIDIAN, BEING N89°10'09"E ALONG THE SOUTH R/W LINE OF NORTH FOURTH STREET.
- 2) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
- 3) THIS SKETCH IS NOT INTENDED TO LOCATE EXISTING UNDERGROUND FOUNDATIONS, ENCROACHMENTS, OR ANY IMPROVEMENTS EXCEPT AS SHOWN.
- 4) THIS SKETCH IS NOT A BOUNDARY SURVEY.
- 5) THE INFORMATION WAS PROVIDED BY THE CLIENT.

IF PRESENT, THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID C SHERMAN P.S.M. ON 06/21/2024



EMBOSSSED SEAL

PROJECT ADDRESS:

488 N FOURTH ST
COCOA BEACH FL 32931
PARCEL ID: 25-37-10-75--13
FIELD DATE: 06/14/2024

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR:
SUZANNA L BALLESTEROS

Total Control Surveys, LLC
LAND SURVEYING AND MAPPING

PROJECT• SKETCH_25-37-10-75--13

SHEET: 1 OF 2

NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776

THE UNDERSIGNED, AS REPRESENTATIVE OF TOTAL CONTROL SURVEYS, LLC LB8263, HEREBY CERTIFIES THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

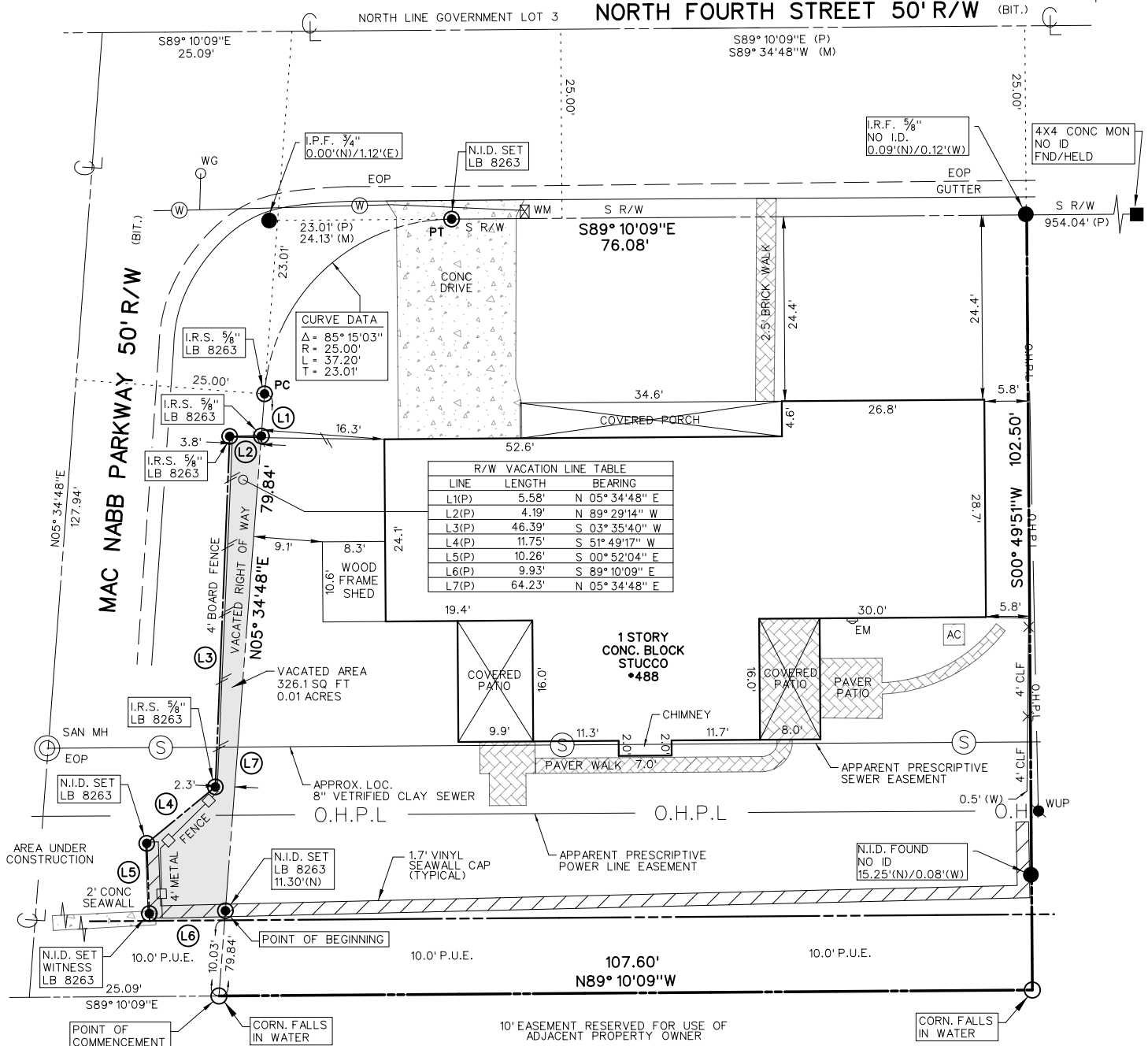
DAVID C. SHERMAN REGISTERED LAND SURVEYOR LS#7182

JUNE 14, 2024

DATE

SKETCH OF DESCRIPTION

SECTION 10, TOWNSHIP 25 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA
(NOT A SURVEY)



PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
(D) = DEED
(P) = PLAT
(M) = MEASURED
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS

A/C = AIR CONDITIONER
EM = ELECTRIC METER
WG = WATER GATE
CONC = CONCRETE
WUP = WOOD UTILITY POLE
C/L = CENTERLINE
R/W = RIGHT OF WAY

+/- = MORE OR LESS
NID = NAIL IN DISK
IRCF = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = IRON ROD SET LB #8263
PRM = PERMANENT REFERENCE MONUMENT
PUE = PUBLIC UTILITY EASEMENT
OHPL = OVERHEAD POWER LINES

FND = FOUND
N/F = NOT FOUND
SF = SQUARE FEET
BIT = BITUMINOUS

CANAL
(75' WIDE)

SCALE 1" = 20'

PROJECT ADDRESS:
488 N FOURTH ST
COCOA BEACH FL 32931
PARCEL ID: 25-37-10-75--13
FIELD DATE: 06/14/2024

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:
SUZANNA L BALLESTEROS

Total Control Surveys, LLC
LAND SURVEYING AND MAPPING

PLOTTED BY: D.S.
CHECKED BY: D.S.
PROJECT: SKETCH_25-37-10-75--13
FLOOD ZONE X & AE - 12009C0453H
SHEET: 2 OF 2
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776

Legend symbols for various features:
MH (Manhole), CB (Culvert Box), FH (Fence Hole), PCP (Public Center Point), WUP (Wood Utility Pole), N/F (Not Found), IRS (Iron Rod Set), FND (Found), W (Water), CATV (Cable TV), E (Electric), GAS (Gas), W/L (Water Line), RET WALL (Retaining Wall), BOX WIRE FENCE, BOARD FENCE, CHAIN LINK FENCE, VINYL FENCE, BLOCK WALL, STREET LINE, SAN SEWER, PROPERTY LINE, EASEMENT LINE.

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.

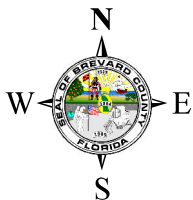
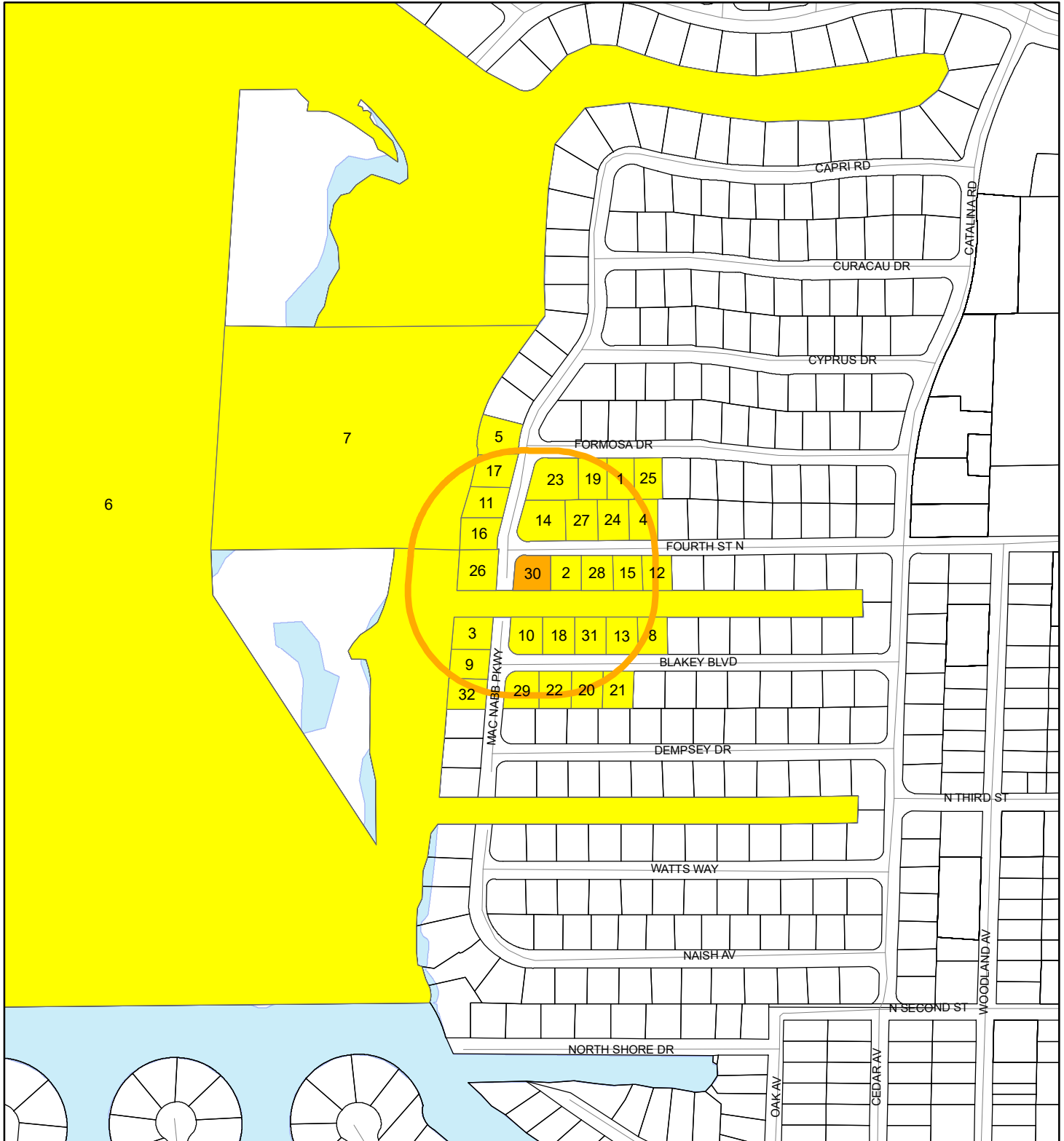
Sincerely,

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

RADIUS MAP

SUZANNA L BALLESTEROS FAMILY TRUST

Suzanna Ballesteros 2516981



1:4,800 or 1 inch = 400 feet

Buffer Distance: 300 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/6/2023

- Buffer
- Subject Property
- Notify Property
- Parcels

CONNOR FARMS LLC
17037 CLARIDON TROY RD
BURTON OH 44021-9611

DE LOUREIRO, ANTONIO JR
WITIK, JAYNE
480 N 4TH ST
COCOA BEACH FL 32931-2802

DESCHENES, PAUL S
WALTERS, DIANE M
580 MCNABB PKWY
COCOA BEACH FL 32931-2810

DRUESEDOW, ANNE SUTTON
471 N 4TH ST
COCOA BEACH FL 32931-2801

ERICKSON, CARL B JR TRUSTEE
868 ATLANTIC HWY
WALDOBORO ME 04572-

FLORIDA, STATE OF (IITF)
3900 COMMONWEALTH BLVD, STOP 108
C/O DEP, DIVISION OF STATE LANDS
TALLAHASSEE FL 32399-6575

GREEN, LORI STOTTLER
457 BLAKEY BLVD
COCOA BEACH FL 32931-2803

GREGORY, DAVID R
GREGORY, KAREN E
208 MORNINGSTAR LANE
CORRALES NM 87048-

GUPTILL, WALTER A
SIEGEL, LISA M
489 BLAKEY BLVD
COCOA BEACH FL 32931-2803

HALL, ELHANON W III
HALL, KAREN H
601 CAPRI RD
COCOA BCH FL 32931-

HICKS, JASON A
HICKS, JESSICA PELTO
456 N 4TH ST
COCOA BEACH FL 32931-2802

HYATT, JAMIE
238 GARDEN CIR S
DUNEDIN FL 34698-

JEVITT, BETTY ANNE
STEVENS, CHARLES B TRUSTEE
PO BOX 321622
COCOA BCH FL 32932-1622

JULIANO, ERICK D
JULIANO, KAROL ANN
464 N FOURTH ST
COCOA BCH FL 32931-

LASLEY, MARY L
605 CAPRI RD
COCOA BEACH FL 32931-3076

MAURER, KENNETH L
MAURER, NANCY A BADDERS
PO BOX 622064
OVIEDO FL 32762-2064

MCCURRY, TOBIAS EDWARD
MCCURRY, MELISSA MARIE
481 BLAKEY BLVD
COCOA BEACH FL 32931-2803

MITCHELL, JOHN E
MITCHELL, CYNTHIA J
388 FORMOSA DR
COCOA BEACH FL 32931-3042

NAIL, DERROL J
466 BLAKEY BLVD
COCOA BEACH FL 32931-2804

NAIL, DERROL J
NAIL, RACHAEL JOY
466 BLAKEY BLVD
COCOA BEACH FL 32931-2804

NICHOLS, MICHAEL
482 BLAKEY BLVD
COCOA BEACH FL 32931-2804

OWEN, E FOREST MORGAN
OWEN, ELIZABETH
12400 NE RUSSELL ST
PORTLAND OR 97230-1847

REED, BRANDON S
REED, BRANDON STEVEN
1735 CEDAR ST
ROCKLEDGE FL 32955-3132

RIPPERGER, RYAN
372 FORMOSA DR
COCOA BEACH FL 32931-3042

SESTILE, RYAN
398 MCNABB PKWY
COCOA BEACH FL 32931-2808

SESTILE, RYAN
485 N 4TH ST
COCOA BEACH FL 32931-2801

SILES, MICHELLE
SILES, CARLOS E
472 N 4TH ST
COCOA BEACH FL 32931-2802

SOUTHALL-JOLY, DAWN M
JOLY, MARK R
490 BLAKEY BLVD
COCOA BCH FL 32931-

Suzanna_Ballesteros_2516981
Page2

SUZANNA L BALLESTEROS FAMILY
TRUST
488 N 4TH ST
COCOA BEACH FL 32931-2802

TIMPY, ERNEST
473 BLAKEY BLVD
COCOA BCH FL 32931-

WEBB, RANDALL L
560 MCNABB PKWY
COCOA BCH FL 32931-

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-17, A Resolution of the City Commission of the City of Cocoa Beach, Florida, Amending Resolution 2023-06, a master resolution for fees, to change fees in exhibit 9 Utility Rates, Reuse Charges: and providing for: Amendment of Fees - Incorporation of recitals, and providing for an effective date.

Staff recommends reuse charges remain at the current rate for fiscal year 2025 as opposed to the 20% increase approved in resolution 2023-06.

Staff Representative: Brad Kalsow, Director of Water Reclamation and Public Works
Recommendation: Adopt

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

On May 4, 2023 City Commission approved the Utility Rate Assessment and provided direction to increase both Sewer and Reuse Rates 20% for two consecutive fiscal years beginning October 1, 2023.

On June 1, 2024, Master Fee resolution 2023-06 was adopted to perform these rate increases.

Upon further evaluation of the Utility department revenue, we have decided not to move forward with the 20% rate increase for reuse fees for fiscal year 2025.

Staff is asking to keep the current fiscal year 2024 rates in place with no change to fiscal year 2025.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA AMENDING RESOLUTION NO. 2023-05, A MASTER RESOLUTION FOR FEES TO:

- CHANGE FEES IN EXHIBIT 9-UTILITY RATES, REUSE CHARGES; AND PROVIDING FOR:
 - AMENDMENT OF FEES
 - INCORPORATION OF RECITALS, AND
 - PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fees by Resolution; and,

WHEREAS Resolution 2024-17 amends Resolution No. 2023-06, amends Exhibit 9, Utility Rates and Reuse Charges.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, as follows:

SECTION 1: INCORPORATION OF RECITALS – The above recitals are true and correct and by reference are hereby incorporated and made an integral part hereof as though fully set forth herein.

SECTION 2: REFERENCE TO EXHIBITS. This Resolution hereby refers to fees as Exhibits in the following manner:

EXHIBIT 1 – PARKING

EXHIBIT 2 - PLANNING/ZONING

EXHIBIT 3 – BUILDING FEES

EXHIBIT 4 – VACATION RENTALS

EXHIBIT 5 – VACATED AND FORECLOSED PROPERTIES

EXHIBIT 6 – GOLF COURSE FEES, GYM FEES, POOL PAVILION, AND BALLFIELDS FEES

EXHIBIT 7 – SPECIAL EVENT FEES

EXHIBIT 8 – STORMWATER FEES

EXHIBIT 9 – UTILITY RATES, REUSE CHARGES

EXHIBIT 9.5 – FATS, OILS AND GREASE CONTROL FINES AND ENFORCEMENT

EXHIBIT 10 – FIRE PROTECTION

SECTION 3: AMENDED FEES. The rates in Exhibit 9 – Utility Rates, Reuse Charges are hereby amended, and reflected in the Exhibit.

SECTION 4: CONFLICTS. The fees established in this Resolution supersede the fees set by prior fees Resolutions.

SECTION 5: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The Exhibits identified in Section 2 above shall be posted on the City website.

SECTION 6: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FEES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 7: EFFECTIVE DATE: This Resolution shall have an effective date of July 18, 2024.

Ayes: _____ Nays: _____ Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

ATTEST: _____ Karin Grooms, CMC

RESOLUTION NO. 2024-17**Exhibit 1
Parking Fees**

Cost	Per	Parking
\$5.00	Hour	Per Hour Parking
\$3.00	Hour	Per Hour Parking- Golf Cart Parking Only
\$15.00	Day	Per Day at NON-Parks
\$20.00	Day	Per day at parks & garage
\$20.00	Annual	Residential Parking Permit (prorates 8/1)
\$75.00	Annual	Nonresident Parking Permit (prorates 8/1)
\$30.00	Annual	Business Parking Permit (prorates 8/1)
\$20.00	TEMP	30-day temp pass (short term work)
\$53.00	Citation	General Parking Citation
\$253.00	Citation	Handicap Parking Citation

RESOLUTION NO. 2024-17

Exhibit 2 Planning and Zoning

			Planning / Zoning
SFR/Duplex	Small Scale (<3 ac and 30k sf)	Large Scale (at least 3 ac or 30k sf)	Board of Adjustment
\$500.00	\$1,000.00	\$1,000.00	Variance (per address)
\$500.00	\$1,000.00	\$1,000.00	Special Exception (per address)
\$400.00	\$500.00	\$500.00	Appeal of Staff Review
			Development Review
\$-	\$750.00	\$1,500.00	Site Plan
\$750.00	\$750.00	\$1,500.00	Rezoning
\$1,000.00	\$1,000.00	\$2,000.00	Land Use Change
\$-	\$-	\$4,000.00	PD Master Plan
\$-	\$-	\$6,000.00	Development Agreement
\$-	\$-	\$2,000.00	DA Modification
\$500.00	\$1,000.00	\$1,000.00	Annexation
\$500.00	\$500.00	\$750.00	Vacation of Right of Way / Easement
			Staff Review
\$50.00	\$100.00	\$100.00	Zoning Verification Letter
\$50.00	\$100.00	\$100.00	Replat Review
Varies			Tree Removal 50 plus 3 per tree or 100 plus 3 per tree
\$-	\$25.00	\$25.00	Alcoholic Beverage Zoning verification (new businesses)
\$50.00	\$100.00	\$100.00	Administrative Waivers
			Advertising/Recording (As Required)
\$100.00	\$125.00	\$125.00	Legal and property posting
\$40.00		Per owner	2/each Mail notifications minimum 40
Varies			Recording agreement based on total pages

RESOLUTION NO. 2024-17

Exhibit 3 Building Fees

Cost Min	Cost Max	Per	Bldg. fees
\$65.00		Permit	Value 0-1000
\$65.00	\$360.00	Permit	Value 1001 – 50000; 65 for first 1k plus 6 for ea. additional thousand or fraction thereof, to and including 50k
\$360.00	\$585.00	Permit	50001 – 100000; 360 for first 50k plus 5 for ea. additional thousand or fraction thereof, to and including 100k
\$585.00	\$2,385.00	Permit	101000 – 500000; 585 for first 100k plus 4.50 for ea. additional thousand or fraction thereof, to and including 500k
\$2,385.00	Up	Permit	2385 for first 500k plus 3 for each additional 1k or fraction there of
Varies			Bldg. plan review fee
\$50.00	\$100.00	Re Insp	50 for first reinspection 100 thereafter
Varies			Failure to obtain permit – double permit cost
\$ -	\$50.00	Revisions	Minor plan revision pre permit – no charge. Post permit 50
\$50.00	\$50.00	Major rev	Major plan revisions pre or post permit. Hourly charge 50
\$50.00		Transfer	Transfer permit either new contractor or new lot
30%		Renewal	Permit renewal 30% of original minimum 35
\$75.00		Sp. Insp	Per hour after hours inspections (2 hour minimum)
Varies			Conditional Cert of Occupancy – prices based on conditions outstanding 100 minimum
\$2.00	Up	Surcharge	Bldg. Code Admin and Insp Fund Surcharge
\$2.00	Up	Surcharge	Fl. Bldg. Code Surcharge
10%		Prof Fees	Professional services cost-plus 10%
\$65.00		Misc.	Minimum charge – any misc. services not listed

RESOLUTION NO. 2024-17

Exhibit 4 Vacation Rentals

Cost	Per	Vacation Rentals
\$525.00	Each	Vacation Rental Application & Registration Fee
\$325.00	Each	Annual Renewal Vacation Rental Registration Fee
\$35.00	Each	Business Tax Receipt (BTR)
\$95.00	Each	Annual Safety (Fire) Inspection Fee
\$85.00	Each	Annual Building Department Inspection Fee
\$50.00	Each	No Show or Re-Inspection fee for initial and/or Annual Inspection Fee
\$525.00	Each	Change of Ownership Vacation Rental Application & Registration Fee
\$250.00	Each	Modification of existing vacation rental registration: (change in number of bedrooms or parking or change in location of parking spaces)
\$250.00	Each	Permanent Transfer of Responsible Party Fee (Site Manager)
\$50.00	Each	Temporary Transfer of Responsible Party Fee, each occurrence (max 30 days in a 12-month period)
\$250	Each	Late Fee for Annual Registration
\$500.00	Day (First Day)	Penalty for Operating without Registration in Addition to Applicable Penalties Imposed by the Special Magistrate.
\$250.00	Day (Starting Second Day)	Penalty for Operating without Registration beyond the first day, if unpaid. This fine is in Addition to Applicable Penalties Imposed by the Special Magistrate.
\$500.00	Each	Operating at over occupancy greater than permitted (Billed to Owner)
\$250.00	Each	Parking no in compliance with the approved parking plan (Billed to Owner)

RESOLUTION NO. 2024-17

Exhibit 5

Vacated and Foreclosed Properties

Cost	Per	Vacated and Foreclosed Properties
\$200.00	Each	Registration Fee for 6 months. Additional 200 for each 6 months

RESOLUTION NO. 2024-17**Exhibit 6****Golf Course, Gym, Pool, Pavilion, and Ballfield Fees****Golf Fees**

Winter	C.B.	FL.	Non-Res
Riding 18 before 2	\$49.00	\$56.00	\$66.00
Walking 18 before 2	\$32.00	\$39.00	\$49.00
Riding 9	\$27.00	\$31.00	\$37.00
Walking 9	\$18.00	\$21.00	\$28.00
Twilight 18 after 2 pm	\$36.00	\$36.00	\$36.00
Twilight 9 after 2 pm	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

Winter Weekend Prices	C.B.	FL.	Non-Res
Riding 18 before 2	\$49.00	\$62.00	\$70.00
Walking 18 before 2	\$32.00	\$43.00	\$52.00
Riding 9	\$27.00	\$35.00	\$39.00
Walking 9	\$18.00	\$24.00	\$30.00
Twilight 18 after 2 pm	\$36.00	\$40.00	\$40.00
Twilight 9 after 2 pm	\$18.00	\$20.00	\$20.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

Fall	C.B.	FL.	Non-Res
Riding 18 before 12	\$39.00	\$45.00	\$53.00
Walking 18 before 12	\$22.00	\$28.00	\$36.00
12-2 pm 18 Special	\$36.00	\$40.00	\$48.00
12-2 pm 9 Special	\$18.00	\$20.00	\$24.00
Twilight 18	\$36.00	\$36.00	\$36.00
Twilight 9	\$18.00	\$18.00	\$18.00
Riding 9	\$22.00	\$24.00	\$27.00
Walking 9	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

RESOLUTION NO. 2024-17

Fall Weekend Pricing	C.B.	FL.	Non-Res.
Riding 18 before 12	\$39.00	\$50.00	\$56.00
Walking 18 before 12	\$22.00	\$31.00	\$38.00
12-2 pm 18 Special	\$36.00	\$44.00	\$50.00
12 - 2pm 9 Special	\$18.00	\$22.00	\$25.00
Twilight 18	\$36.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Riding 9	\$22.00	\$35.00	\$39.00
Walking 9	\$18.00	\$24.00	\$30.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

Summer	C.B.	FL.	Non-Res
Riding 18 before 12	\$37.00	\$43.00	\$49.00
Walking 18 before 12	\$20.00	\$26.00	\$32.00
Riding 9	\$21.00	\$23.00	\$26.00
Walking 9	\$18.00	\$18.00	\$18.00
Pre Twilight 18 Special	\$32.00	\$38.00	\$44.00
Pre Twilight 9 Special	\$18.00	\$19.00	\$22.00
Twilight 18	\$32.00	\$32.00	\$32.00
Twilight 9	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

Summer Weekend Pricing	C.B.	FL.	Non-Res
Riding 18 before 12	\$37.00	\$48.00	\$52.00
Walking 18 before 12	\$20.00	\$29.00	\$34.00
Riding 9	\$21.00	\$26.00	\$28.00
Walking 9	\$18.00	\$20.00	\$18.00
Pre Twilight 18 Special	\$32.00	\$42.00	\$48.00
Pre Twilight 9 Special	\$18.00	\$21.00	\$24.00
Twilight 18	\$32.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

RESOLUTION NO. 2024-17**Country Club Rentals**

C.B. Resident Auditorium per day	\$900.00
Non-Resident Auditorium per day	\$1000.00
Damage deposit Auditorium	\$300.00
C.B. Resident Conference Room per hour (two hr. minimum)	\$75.00
Non Resident Conference Room per hour (two hr. minimum)	\$100.00
Damage deposit - Conference Room	\$75.00
C.B. Resident Dining Room Rental per day	\$650.00
Non-Resident Dining Room Rental Per day	\$750.00
Damage Deposit Dining Room	\$300.00
CB Resident Dining Room Rental per hour (two hours minimum)	\$175.00
Non-Resident Dining Room Rental per hour (two hours minimum)	\$200.00
CB Resident River & Dolphin Room per day	\$500.00
Non-Resident River & Dolphin Room Rental per day	\$550.00
Damage Deposit River & Dolphin Room	\$225.00
CB Resident Lakes Room (stage) Rental per day	\$550.00
Non-Resident Lakes Room (stage) Rental per day	\$600.00
Damage deposit Lakes Room	\$225.00
CB Resident Dolphin Room Rental per day	\$250.00
Non-Resident Dolphin Room Rental per day	\$275.00
Damage deposit Dolphin Room	\$75.00
CB Resident River Room Rental per day	\$250.00
Non-Resident River Room Rental per day	\$275.00
Damage deposit River Room	\$75.00
Dance Floor	\$175.00
Table Linens	1 for \$15.00 or 10+ \$12.00 each

RESOLUTION NO. 2024-17

Cost	Per	GYM Fees
\$50.00	Hour	CB Resident Gym Rental per hour
\$60.00	Hour	Non-Resident Gym Rental per hour
\$20.00	Hour	CB Resident West Room Rental per hour
\$30.00	Hour	Non-Resident West Room Rental per hour
\$15.00	Hour	Recreation Aide per hour (mandatory)
\$150.00		Cleaning & damage deposit
\$2.00	day	CB Resident under 18 per day
\$3.00	day	Non-Resident under 18 per day
\$3.00	day	CB Resident Adult per day
\$4.00	day	Non-Resident Adult per day
\$25.00	month	CB Resident Under 18 per month
\$35.00	month	Non-Resident Under 18 per month
\$40.00	month	CB Resident Adult per month
\$50.00	month	Non-Resident Adult per month
\$80.00	year	CB Resident Under 18 Annual Membership
\$95.00	year	Non-Resident Under 18 Annual Membership
\$100.00	year	CB Resident Adult Annual Membership
\$115.00	year	Non-Resident Adult Annual Membership
\$ 200.00	year	CB Resident Annual Family Membership (2 adults 2 children)
\$250.00	year	Non-Resident Annual Family Membership (2 adults 2 children)
TBD		Teams/Organizations - determined by CB Rec. Supervisor & City Mgr.
Cost	Per	Pool and Pavilion Fees
\$4.00	day	CB Resident Adult Swim fee
\$8.50	day	Non-Resident Adult Swim fee
\$3.00	day	CB Resident Child Swim Fee
\$5.50	day	Non-Resident Child Swim Fee
\$40.00	30 Day ppd.	CB Resident Single Swimmer
\$67.50	30 Day ppd.	Non-Resident Single Swimmer
\$15.00	30 Day ppd.	CB Resident Additional Family Member
\$27.50	30 Day ppd.	Non-Resident Additional Family Member
\$75.00	90 Day ppd.	CB Resident Single Swimmer
\$150.00	90 Day ppd.	Non-Resident Single Swimmer
\$30.00	90 Day ppd.	CB Resident Additional Family Member
\$65.00	90 Day ppd.	Non-Resident Additional Family Member

RESOLUTION NO. 2024-17

\$225.00	Year ppd.	CB Resident Single Swimmer
\$510.00	Year ppd.	Non-Resident Single Swimmer
\$105.00	Year ppd.	CB Resident Additional Family Member
\$237.50	Year ppd.	Non-Resident Additional Family Member
		family consists of two legal guardians plus minor-aged children
		Sales Tax: All Pool and Pavilion fees include applicable sales tax. Military Fees: The fees for active duty military personnel and their immediate dependents shall be the same as the fees for Cocoa Beach residents. The definition of immediate dependents is spouse and children only. Military identification cards are required for admission. Pool Manager Authority: The Pool Manager is the final authority for resolution of any disputes regarding the interpretation of this Resolution.
Cost	Per	Parties
\$200.00	Deposit	Deposit entire facility
\$40.00	Deposit	Deposit – baby pool area
\$140.00	Per 2 hours	Non-Resident baby pool area parties - admission fees included with rental fees
\$90.00	2 hours	CB Resident baby pool area parties - admission fees not included with rental fees
\$100.00	per hour (\$4 hour minimum)	Entire facility
Cost	Per	Day Camp
\$4.00	2 hours	Per child per visit
Cost	Per	Swim Club, Practice
		The Cocoa Beach Pool Manager, or designee, will be able to establish Swim Club fees with the notification and approval of the City Manager, or designee
\$3.75	hour	CB Resident Per lane per hour
\$4.00	hour	Non-Resident Per lane per hour
	2 hours	Dive Practice Divers pay 30-day resident membership fee
\$30.00	hour	Diving Well Rental - plus tax
Cost	Per	Visiting College/Club Teams - 2 Hour practices
\$72.50	2 hours	Long course per lane per practice
\$41.25	2 hours	Short Course per lane per practice
\$26.00	2 hours	Second practice of the day
		Pavilion
\$200.00	Deposit	Damage and clean up deposit for kitchen and pavilion
\$250.00		CB Resident Pavilion Rental
\$410.00		Non-Resident Pavilion Rental
\$375.00		CB Business Pavilion Rental
\$590.00		Non-CB Business Pavilion Rental

RESOLUTION NO. 2024-17

\$5.50	per person	Pavilion w/Pool (\$5.50) per person in addition to Pavilion rental
Cost	Per	Ballfields
\$40.00	hour	CB Resident Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Softball Field (2 hr. min)
\$40.00	hour	CB Resident Little League Field (2 hr. min)
\$50.00	hour	Non-Resident Little League Field (2 hr. min)
\$50.00	hour	CB Resident Baseball Field (2 hr. min)
\$60.00	hour	Non-Resident Baseball Field (2 hr. min)
\$30.00	hour	CB Resident Soccer Field (2 hr. min)
\$40.00	hour	Non-Resident Soccer Field (2 hr. min)
		Tournaments - insurance (proof required) naming city as additional insured (lights not included)
\$175.00	day	CB Resident Softball Field (1 day min)
\$225.00	day	Non-Resident Softball Field (1 day min)
\$175.00	day	CB Resident Little League field (1 day min)
\$225.00	day	Non-Resident Little League Field (1 day min)
\$225.00	day	CB Resident Baseball Field (1 day min)
\$275.00	day	Non-Resident Baseball Field (1 day min)
\$175.00	day	CB Resident Soccer Field (1 day min)
\$225.00	day	Non-Resident Soccer Field (1 day min)
\$150.00		Field Deposits
Cost	Per	Lights and Rental for League activities
\$40.00	hour	CB Resident Lights Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Lights Softball Field (2 hr. min)
\$40.00	hour	CB Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	Non-Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	CB Resident Lights Baseball Field (2 hr. min)
\$60.00	Hour	Non-Resident Lights Baseball Field (2 hr. min)
		Space Coast Little League - established by contract. Soccer League - established by contract.

RESOLUTION NO. 2024-17

Exhibit 7
Special Events

Cost Min	Cost Max	Per	Special Event Fees
\$300.00			Individual/Corp Class A Application Fee (nonrefundable)
\$150.00			Non-Profit Class A Event Application Fee (nonrefundable)
\$1,500.00	UP		Performance Bond 25% of total fee or 1500 - whichever is higher
\$250.00			Individual/Corp Class B Application Fee (nonrefundable)
\$150.00			Non-Profit Class B Event Application Fee (nonrefundable)
\$1,000.00	UP		Performance Bond 25% of total fee or 1000 - whichever is higher
\$50.00			Individual/Corp Class C Application Fee (nonrefundable)
\$50.00			Non-Profit Class C Application Fee (nonrefundable)
\$300.00			Performance Bond (not required for wedding)
\$1,100.00		day	Holiday Event Fees (in lieu of regular fees for days shown) Memorial Day; Independence Day; Labor Day. If an event is held on a holiday not listed above, (New Year's Day, MLK Jr. Birthday, President's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day) the regular permit fee applies. Class A event permit fee
\$600.00		day	Class B event permit fee
\$350.00		day	Class C event permit fee
			Motion & Still Photography
\$100.00			Production Fee (nonrefundable)
\$100.00		day	Daily for each day of production
\$1,000.00	UP		Performance Bond. Greater of 25% of calculated cost or \$1000
			Parking Spaces (special events)
TBD			* of spaces x # of hours (per day) x # of days x current rate per hour. The rental of parking spaces by event organizers is intended to facilitate conduct of the event. The resale of such parking spaces to the general public is prohibited.
			Park Rentals (special events)
\$1,500.00			Fischer Park (full) March - Aug Mon - Thursday
\$1,500.00			Fischer Park (full) Sept - Feb Mon - Thursday
\$1,500.00			Fischer Park (full) March - Aug Friday - Sunday
\$1,500.00			Fischer Park (full) Sept - Feb Friday - Sunday
\$1,500.00			Fischer Park (full) Holidays March - August
\$1,000.00			Fischer Park (full) Holidays September - February
\$750.00			Fischer Park (half) March - Aug Mon - Thursday
\$750.00			Fischer Park (half) Sept - Feb Mon - Thursday
\$750.00			Fischer Park (half) March - Aug Friday - Sunday
\$750.00			Fischer Park (half) Sept - Feb Friday - Sunday

RESOLUTION NO. 2024-17

\$750.00			Fischer Park (half) Holidays March - August
\$750.00			Fischer Park (half) Holidays September - February
\$500.00			Fischer Park Minimum Fee March - August
\$300.00			Fischer Park Minimum Fee September - February
\$4,600.00			Shepard Park (full) Weekdays (Mon - Thurs) March - August
\$4,600.00			Shepard Park (full) Weekdays (Mon- Thurs) September - February
\$4,600.00			Shepard Park (full) Weekends (Fri - Sun) March -August
\$4,600.00			Shepard Park (full) Weekends (Fri - Sun) September - February
\$4,600.00			Shepard Park (full) Holidays March - August
\$4,600.00			Shepard Park (full) Holidays September - February
\$2,300.00			Shepard Park (half) Weekdays (Mon - Thurs) March - August
\$2,300.00			Shepard Park (half) Weekdays (Mon- Thurs) September - February
\$2,300.00			Shepard Park (half) Weekends (Fri - Sun) March -August
\$2,300.00			Shepard Park (half) Weekends (Fri - Sun) September - February
\$2,300.00			Shepard Park (half) Holidays March - August
\$2,300.00			Shepard Park (half) Holidays September - February
\$1,200.00			Shepherd minimum fee March - August
\$200.00			Shepherd Minimum Fee September - February
\$57.75			Temporary Business Tax Receipt (BTR) valid for 5 days
\$75.00			Cone Deposit
\$150			Barricade Deposit
			Minimum Fee** ** Amount charged regardless of number of spaces rented or time rented **Resident with Cocoa Beach parking decal will receive 10% off park rentals. Sales Tax - The fee schedule shown above does not include sales tax. Sales tax will be added to all fees shown.
			Equipment Fees (special events)
\$75.00		day	Gator/ATV/Jet Ski (Police/Fire/PW)
\$75.00		day	Watercraft (boat; rescue craft)
\$50.00		day	Police vehicles (car)
\$75.00		day	Fire Vehicles (Tower 51/Squad Vehicles)
\$75.00		day	Heavy Duty Equipment (dozer/bobcat/power lift)
\$50.00		day	Pickup truck / Sedan
			Personnel Fees (special events)
\$70.00		hour	Police Supervisor
\$60.00		hour	Fire Supervisor
\$60.00		hour	Police Officer

RESOLUTION NO. 2024-17

\$55.00		hour	Fire Fighter
\$35.00		hour	Public Works / Maintenance I
\$50.00		hour	Bldg. Inspector
\$40.00		hour	Public Works / Maintenance II
			Police Supervisor means Corporal, Sergeant, Lieutenant, and Field Training Officer. Command Staff means Major, Deputy Chief and Chief. The rate calculation is shown below. Should City personnel (full or part time) with job classifications other than those above be required to service special events and other approved functions, the following formula shall be utilized to calculate the fees: The average base salary as of October 1st each year for each job classification, multiplied by 1.5, plus workers compensation, FICA, pension and benefit costs.
			Inspection/reinspection (special events)
\$70.00			Pre/post sanitation
\$50.00			reinspection
\$70.00			electrical inspection
\$70.00			fire inspection <u>Fees not included above:</u> If the Special Event should require personnel or equipment not covered in the rate categories above, the City Manager or designee has the authority to establish appropriate fees.

RESOLUTION NO. 2024-17

Exhibit 8
Stormwater

		Stormwater Fees
Varies	SQ footage	Monthly service charges are based on the sq footage of impervious area, such that for each two thousand nine hundred (2,900) sq feet of area or increments thereof the property shall be charged an additional ERU charge.
\$8.96		The monthly ERU fee is hereby established at \$8.00
Varies	Multi-family	Monthly Fee. 1/2 the ERU rate times the number of individual dwellings on property
Varies	Commercial	The fees imposed for commercial property shall be the ERU fee multiplied by the numerical factor obtained by dividing the total impervious area in sq. feet by 2900 feet
Varies	Commercial	The minimum fee for any commercial property shall be no less than the rate for one (1) ERU.

RESOLUTION NO. 2024-17

Exhibit 9
Utility Rates, Reuse Charges

			Utility Rates, Reuse charges
			Residential through 9/20/2024
\$34.16	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate
\$42.68	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$9.55	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$11.94	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$11.26	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$14.03	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Commercial through 9/30/24
\$37.58	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate
\$46.97	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$10.42	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$13.02	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$12.29	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$15.25	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Reuse rates through 9/30/25
\$15.53		month	Monthly reuse rate
\$4.38		month	Non-Metered service for multi-units of 3 or more. Per unit/month
\$2.99		month	Reuse charges for non-metered service for tracts larger than one (1) acre, or service pipe size of two (2) inches or larger, an additional two dollars and 10 cents (\$2.10) per each additional one-half (1/2) acre, or portion thereof, more than one acre, shall be added to the monthly fee for the first acre.
			The City Commission authorized the City Manager, or designee to adopt procedures to provide for a method to grant credit to sewer bills, when water is not deposited in the sewer system
			Utility Rates, Reuse charges
			Residential through 9/30/25
\$41.00	1st tier	Minimum	0-3000 gallons Inner city limits rate
\$51.22	1st tier	Chg	0-3000 gallons Outside city limits rate
\$11.46	2nd tier	Minimum chg.	3001-5000 gallons Inner city limits rate
\$14.33	2nd tier	additional 1k	3001-5000 gallons Outside city limits
\$13.51	3rd tier	additional 1k	rate over 5000 gallons Inner city limits
\$16.83	3rd tier	additional 1k	rate over 5000 gallons Outside city limits
			Commercial through 9/30/25
\$45.10	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate

RESOLUTION NO. 2024-17

\$56.36	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$12.50	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$15.62	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$14.75	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$18.30	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Reuse rates through 9/30/25
\$18.63		Month	Monthly reuse rate
\$5.26		Month	Non-metered service for multi-units of 3 or more. Per month
\$3.51		Month	Reuse charges for non-metered service for tracts larger than one (1) acre, or services pipe size of two (2) inches or larger, an additional two dollars and 10 cents (\$2.10) per each additional one half (1/2) acre, or portion thereof, more than one acre, shall be added to the monthly fee for the first acre.
			The City Commission authorized the City Manager, or designee to adopt procedures to provide for a method to grant credit to sewer bills, when water is not deposited in the sewer system.
			Sewer Connection Charges
\$2,200.00			Single family residential
\$2,200.00		units	Multi dwelling other than motels and hotels
\$1,300.00		room	Motel & Hotel per room without kitchen
\$1,500.00		room	Motel & Hotel per room with kitchen
\$150.00		seat	Restaurant without lounge
\$100.00		seat	Cocktail bar, lounge, per seat
\$2,200.00		machine	Laundromat
			Other commercial or nonresidential units will be determined by dividing the actual or estimated daily flow by the established residential equivalent of two hundred seventy-five (275) gallons per day to determine the number of equivalents to the nearest tenth. Equivalents and fractions thereof will be multiplied by two thousand two hundred dollars (\$2,200.00).
			As to those properties outside the city limits of the City of Cocoa Beach, the connection charges shall be the same as above, plus a fifty (50) per cent surcharge, providing the city commission approves the connection to the system based on the system's capacity
\$6.00		each	Permit fee

RESOLUTION NO. 2024-17

\$20.00		surcharge	Any person discharging air conditioning water into the sanitary sewer system under authorization from the city manager shall pay a surcharge of twenty dollars (\$20.00) per month. The provisions of this paragraph shall only be available to owners of single-family residential property who are unable to provide an alternate method of water disposal and who have installed a solenoid or its equivalent on the air conditioner
			Reclaimed water system
			Connection charges
\$200.00		3/4"-1"	Tapping Fee
\$360.00		1 1/2"	Tapping Fee
\$540.00		2"	Tapping Fee
			All reclaimed water connections larger than two (2) inches will be based on consumption and the installation cost determined by the director of utilities.
			Capital cost. Capital costs are those costs associated with providing trunk and distribution mains for the water reclamation facility to the point of delivery, up to, but not including the connection. Except in areas previously designated by the city commission as not being appropriate for capital cost recovery, no customer will be allowed to connect to the reclaimed reuse-water system unless the user has paid the benefitted properties share of the capital costs of the system. Such payment may be made in equal monthly installments as a part of the user's sanitary sewage bill and to be for a term not exceeding one (1) year from connection. A schedule of capital cost fees per use shall be adopted by resolution.
			Violation. Where service has been disconnected for violation of an ordinance or regulation regarding reclaimed water, such service shall not be reconnected until the director of utilities, or designee, receives adequate assurances and guarantees that such a violation will not recur.
			Illegal/nonconsenting fee. When an unauthorized connection is made to the reclaimed water system or a connection to the system is made without the prior authorization of the Water Reclamation Facility (WRF) having been obtained, an inspection fee of sixty dollars (\$60.00) will be charged.

RESOLUTION NO. 2024-17

Exhibit 9.5

Fats, Oils and Grease Control Fines and Enforcement Fees

Notice of Non-Compliance	Notice of Violation	Description	Fats, Oils & Grease Control (FOG)
\$0	\$100	Authority	<i>It shall be unlawful for any FOG Producing Establishment (FPE) to operate without approved grease or oil control equipment as required in this article</i>
\$0	\$50 + \$100 Re-Inspection Fee	Missing or incomplete paperwork.	(b.) All FPE's will be required to maintain records of cleaning and maintenance of Grease Control Equipment (GCE) .. (c.) GCE maintenance records as well as any MSDS sheets shall be available at the FPE premises and available for inspection by the City FOG Program personnel.
\$0	\$100 + \$100 Re-Inspection Fee	Grease / oil interceptor failing annual inspection.	(g.) Failure of a Gravity Grease Interceptor Certification or Grease Trap Certification;
1 st Offence \$250	2 nd Offence \$500	Illegal or Improper disposal of oils / yellow grease.	(h.) FPEs shall dispose of yellow grease in an approved container, or recycle container/bin, and the contents shall not be discharged into any grease control equipment, sanitary sewer line, grease waste line, storm water grate, drain, plumbing fixture, or into the environment whereas to be conveyed to a stream creek or river.
\$0	\$100 + \$100 Re-Inspection Fee	Interior / exterior housekeeping, oily surfaces.	(U.) It shall be a violation of this FOG Ordinance to allow spilled yellow grease / automotive oils or any known contaminating solutions to remain on the ground inside the facility and or around the recycle container/bin area that can be rained on and washed down to any storm water receptacle and or sanitary sewer drain.
\$0	\$50	Exterior housekeeping / trash management.	(k.) It shall be a violation of this FOG Ordinance to leave trash bags on the ground around a dumpster area that could possibly leak fats, oils and grease.
\$0	\$50	Unsealed/ open lid on	(1.) It shall be a violation of this FOG Ordinance to leave the lid open on any outdoor grease

RESOLUTION NO. 2024-17

		<i>yellow oil recycle bin.</i>	<i>recycle bin/container.</i>
<i>1st Offence \$100</i>	<i>2nd Offence \$100 + \$100 Re-inspection Fee</i>	<i>Exterior housekeeping, wash down areas. into the road that could cause a pollution or hazardous contamination issue.</i>	<i>(m.) It shall be a violation of this FOG Ordinance to dispose of any FOG laden liquid into any storm drain. It is further understood that at NO TIME will an FPE pressure wash, rinse or clean any kitchen equipment, including but not limited to, mats, mops or garbage cans in an exterior area of the facility that can drain to any storm drain or to the road where this FOG laden liquid could run off.</i>
\$0	\$100	Exterior mop sink/ wash down areas.	(q.) Mop sink basins, equipment and vehicle wash down bays located outside the building and drained to the sanitary sewer shall be covered with a canopy or roof whereas to prevent storm water from being introduced into the sewer system.
\$0	\$50 + \$100 Re-Inspection	Improper/missing or broken clean out caps.	(v.) Outdoor cleanout grates are prohibited from use. Missing or broken clean out caps shall be replaced immediately without delay.
\$0	\$100 + \$100 Re-Inspection Fee	Grease/oil water separator showing signs of raw sewage.	(w) Interceptors showing signs of raw untreated sewage is a violation of this FOG ordinance. Sanitary sewer coming from restroom facilities inside FPEs needs to be separated, as required by Florida Plumbing Code sec. 1001 Traps, Interceptors and Separators.
\$0	\$100	Missing manholes over Inlet/ outlet.	(d.1.) Access to gravity grease interceptors shall be provided by a minimum of one manhole per interceptor division {baffle chamber/compartments) and be of 24" minimum dimension terminating 1 inch above finished grade with cast iron frame and cover.
\$0	\$100 + \$100 Re-Inspection Fee	Blocked access to grease interceptor/ trap.	(e.) Location – Gravity grease interceptors shall be located so as to be readily accessible for cleaning, maintenance, and inspections. They should be located close to the fixture(s) discharging to the interceptor. Grease interceptor access manholes shall never be paved over, covered by landscaping, or have any other hindrances not allowing access.

RESOLUTION NO. 2024-17

\$0	\$100	Noncompliant access openings.	(g.3.) Rebuilding/ Modifying in Place. If the interceptor does not have compliant access openings over each compartment, openings will need to be added to be in compliance with Section 19-43 d.
\$0	\$100 + \$100 Re-Inspection Fee	Grease interceptor exceeding limits of FOG and/ or solids. Over limit	(b.) Gravity grease interceptors must be pumped-in-full (total pump of all contents) when the total accumulations of surface FOG reaches 6" (including floating solids) and settled solids reaches 8" and/ or when solids reach twenty-five percent (25%) of the grease interceptor's inlet liquid depth. This criterion is referred to as the "25 Percent Rule". (B-1)
\$0	\$100 + \$100 Re-Inspection Fee	Grease interceptor exceeding limits of FOG and / or solids. Overdue	At no time shall the cleaning frequency exceed 90 days unless approved in writing by the City. Failure to meet these requirements shall result in enforcement action.
\$0	\$50 + \$100 Re-Inspection Fee	Best Management Practices and Accidental Discharge Prevention	FOG Producing Establishments (FPE's) shall post and implement required Best Management Practices (BMPs) in all employee areas to help prevent the discharge of fats, oils, and grease from their facility to the City sanitary sewer system.
\$0	\$50 + \$100 Re-Inspection Fee	Best Management Practices (BMPs) not dissolved	(g.) Post BMPs signs in the kitchen areas, educate, and train all employees on grease control and preventing sewer pipe clogs and sewer overflows.
\$0	\$50	19-50 h. Required FOG BMP training.	All FSE Owners, managers, shift supervisors and employees must complete the BMP training through FOG BMP portal. Certificates of completion must remain on site for the duration of employment for each person. FPE and waste haulers shall at NO TIME falsify any document as it pertains to this Ordinance and if found to have occurred, suspension of service and / or penalties may be imposed.

RESOLUTION NO. 2024-17

See Violation	Disconnection of Utilities +\$100 Re-inspection Fee	Falsifying Documents	
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RESOLUTION NO. 2024-17

Exhibit 10
Fire Protection

			Fire Protection
			Safety Inspections
			Assembly Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Educational Occupancies
\$50.00		occupancy	1-100 persons
\$10.00		occupancy	Each 100 persons after 100 or any portion there of
\$25.00		occupancy	Each 50 persons or portion thereof
			Healthcare occupancies
\$375.00		each	plus, reinspection fee for dollar value
			Hotels and dormitories
\$10.00		per unit	Max fee \$360 if property 220,000 sq foot or less
Varies	\$ 360.00	Sq. Footage	Property over 220,000 sq ft (See sq footage table)
			Condominiums / apartments
\$50.00		units	1-10 units
\$25.00		units	each additional 10 units or portion thereof
			Max fee \$300.00 up to 7 floors
\$300.00	plus		Over 7 floors plus High-Rise bldg. fee
			Lodging and rooming houses
\$50.00		units	per 25 beds or portion thereof
			Residential board and care (per licensed capacity)
\$75.00		residents	Per 50 residents or portion thereof
			Business occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Mercantile Occupancies
Varies		Sq. Footage	Class A (See sq footage table)
Varies		Sq. Footage	Class B (See sq footage table)
Varies		Sq. Footage	Class C (See sq footage table)
			Industrial Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Storage Occupancies (See sq footage table)
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			High-rise buildings
\$250.00	Plus		Condo Fee plus 250
			Special Structure

RESOLUTION NO. 2024-17

Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Other inspections
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Residential Rental Property with State License
\$100.00		unit	Per unit inspected
\$45.00		unit	Per unit, 30 day or less, annual re-inspection
\$45.00		unit	Per unit, greater than 30 days, annual re-inspection
			Burn Permits
\$30.00		ea.	Burn Permit
			Plan Reviews
		year	Fire hydrant rental fee (five-year)
\$50.00		review	Plan Review - Residential
WAIVED		review	Residential Sprinkler System Review
\$90.00		hour	NEW water suppression system. (Outside Engineer rate not included - is extra)
\$15.00		unit	Per dwelling unit or business condominium unit plus review fee
\$90.00		review	Range hood systems. PLUS \$2.00 per nozzle
\$90.00		review	Halon, CO2, foam, or other system. PLUS \$2.00 per nozzle
\$100.00		inspection	Fire pump field inspection
\$150.00		inspection	Underground fire line visual, hydrostatic inspection and flush
\$125.00		hood	Mechanical commercial hood type I, including light, smoke & balance testing.
\$150.00		up to 49	Fire sprinklers less than 50 heads remodel
\$125.00		review	Smoke evacuation system review, field test and inspection. PLUS - engineer's review rate. Engineer shall be approved by the Authority Having Jurisdiction (AHJ)
			Fire Alarm/detection systems
\$90.00		hour	Plan review - One hour minimum
\$15.00		unit	Per dwelling unit/mercantile or business condominium unit
\$50.00		ea.	Remodeling of additions
\$2.00		device	Commercial, mercantile and storage additional review fee
\$15.00		unit	Hotels, motels, and transient lodging additional review fee
			Fine - Sec 31-11 Class V violation. Failure of company to release site specific software.
			Flammable, combustible, compressed liquid and gas storage system
\$75.00		review	Plan Review

RESOLUTION NO. 2024-17

			Required permits for operations per the Florida Fire Prevention Code
			Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of the Florida Fire Prevention Code shall be fined as per sec. 31-11 a Class III violation.
\$52.00		permit	Asbestos Removal
\$144.00		permit	Automotive fueling
\$144.00		permit	Battery Systems
\$52.00		permit	Candles, open flame, portable cooking
\$144.00		permit	Carnivals and fairs
\$52.00		permit	Change of occupancy
\$52.00		permit	Cleanrooms
\$52.00		permit	Combustible material storage
\$144.00		permit	Consumer Fire Works
\$57.50		permit	Cutting and Welding Operations
\$115.00		permit	Cryogenics
\$173.00		permit	Display of Fire Works
\$58.00		permit	Exhibit and trade shows < or = 25 vendors
\$115.00		permit	Exhibit and trade shows > or = 26 vendors
\$52.00		permit	Flame Effects
\$52.00		permit	Flammable and Combustible Liquids
\$52.00		permit	General Storage
\$144.00		permit	Hazardous Materials
\$58.00		permit	Hot Work Operations
\$ 52.00		permit	Industrial Ovens
\$52.00		permit	Laboratories
\$ 52.00		permit	Liquefied petroleum gas
\$86.00		permit	Marine craft fuel service
\$52.00		permit	Means of egress
\$52.00		permit	Membrane Structures, Tents and canopies
\$52.00		permit	Oil and Gas Fired
\$52.00		permit	Open burning
\$41.00		permit	Open Fires
\$52.00		permit	Outside Storage of Tires
\$144.00		permit	Oxidizers
\$52.00		permit	Parade Floats
\$52.00		permit	Places of Assembly
\$86.00		permit	Repair garages and Service Stations

RESOLUTION NO. 2024-17

\$86.00		permit	Rooftop Heliports
\$144.00		permit	Standpipe Systems
\$52.00		permit	Tar Kettles
\$52.00		permit	Torch-Applied Roofing Operations
			Building Project Review and Inspections
			Residential projects greater than three dwelling units and all commercial projects require building permits. Technical assistance may be necessary on certain projects and the fire prevention plan review may need to be performed by an independent third party with expertise in the matter to be reviewed at the submitter's expense. This provision is defined in the Florida Fire Prevention Code. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the fire prevention office. Should it be necessary to exercise this provision the permit fees will still apply.
\$50.00	+ value x 0.0035	based on value	Building Projects Cost - \$1.00 to \$10,000,000
\$50.00	+ value x 0.0025	based on value	Building Projects Cost - \$10,000,001 to \$100,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$100,000,001 to \$200,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$200,000,000, (rate cap)
\$115.00		ea.	Design Review
Triple fees		ea.	Construction without a permit
\$46.00		inspection	Re-inspection
\$115.00		ea.	Temporary CO Inspection Application
			Building Projects review includes new construction, remodeling and repairs, and those projects requiring a commercial building permit.
			The Building Valuation Data is based on the International Code Council (ICC). This data is updated every six months by the ICC. This data is offered as an aid for the AHJ to determine if the permit valuation is underestimated
			Design Review is applied to permits when the submitter has numerous (greater than five) significant code related problems. This fee is not applied to minor problems but will be applied when the designer did not follow the provisions in the code.

RESOLUTION NO. 2024-17

			The building and fire codes have language that allows additional charges when work is performed without a permit. To discourage this practice, all fees will be doubled when work is performed without a permit in place.
			Stand-by and fire watch fees are charged with the features of a fire protection system (e.g., sprinkler system is nonfunctional) are out of service and the threat of fire poses a life safety concern.
			Temporary Certificate of Occupancy (CO) Inspection Application fees will be charged before the inspection is conducted, if the Building Official issues a temporary CO before the project is complete. The policies in Cocoa Beach require the Office of Fire Prevention sign-off on this request. This creates an additional inspection to ensure that all features of fire protection and services are in working order; therefore, this service has not been calculated into the charges for inspecting a project.
			Concurrent building plan review application fees will be applied to projects requesting building plans be reviewed prior to the site plan approval by the City. These plans require a full review, but the submitter is under no obligation to build what has been reviewed
			Any persons who fail to properly obtain permits and / or plan review shall be charged triple fees.
			Occupational licenses <u>Business Tax</u> . To include temporary businesses. The following fees shall be collected by the finance department:
\$45.00			Prior to issuance of the occupational license <u>business tax</u> (fire safety, operations inspection), a Forty-five dollars (\$ 45.00) inspection fee will be charged if such an inspection is required by the fire marshal, or his designee
\$100.00		request	Water flow test
			Reinspection fee. The following fees shall be collected by the fire department:
			See sq ft – Schedule of Fire Safety Inspection Fees (VI)
			Standby charges. Standby charges include response to any hazardous material incident. The following fees shall be collected by the fire department:
			Fire apparatus, to include personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			Rescue apparatus, to include two (2) personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency

RESOLUTION NO. 2024-17

			If additional personnel are needed, service will be billed on a per hour basis per person . . . actual hourly rates as calculated by the City of Cocoa Beach Finance Department
			False Alarms
N/C			One (1) to three (3) responses within a six-month period . . . N/C
\$115.00			Four (4) responses within a six-month period \$115.00
\$288.00			Five (5) responses within a six-month period. \$288.00
\$575.00			Six (6) or more responses within a six-month period \$575.00
			Hydrant Fees and Usage of Fees
			When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account and in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department
			Combined Space Standby Fee
\$50.00			Fire Apparatus
\$50.00			Firefighter
\$20.00			Fire Vehicle

SCHEDULE OF FIRE SAFETY INSPECTION FEES					
*First re-inspection no charge					
Square feet from	Square Feet	Initial Inspection	*Second Re-Inspection Fee	Third Re-Inspection Fee	Fourth RE-Inspection Fee
0	4,999	\$45.00	\$120.00	\$200.00	\$280.00
5,000	9,999	\$55.00	\$135.00	\$225.00	\$315.00
10,000	14,999	\$65.00	\$150.00	\$250.00	\$350.00
15,000	19,999	\$75.00	\$165.00	\$275.00	\$385.00
20,000	24,999	\$85.00	\$180.00	\$300.00	\$420.00
25,000	29,999	\$95.00	\$195.00	\$325.00	\$455.00
30,000	34,999	\$105.00	\$210.00	\$350.00	\$490.00
35,000	39,999	\$115.00	\$225.00	\$375.00	\$525.00

RESOLUTION NO. 2024-17

40,000	44,999	\$125.00	\$240.00	\$400.00	\$560.00
45,000	49,999	\$135.00	\$255.00	\$425.00	\$595.00
50,000	54,000	\$145.00	\$270.00	\$450.00	\$630.00
55,000	59,999	\$155.00	\$285.00	\$475.00	\$665.00
60,000	64,999	\$165.00	\$300.00	\$500.00	\$700.00
65,000	69,999	\$175.00	\$315.00	\$525.00	\$735.00
70,000	74,999	\$185.00	\$330.00	\$550.00	\$770.00
75,000	79,999	\$195.00	\$345.00	\$575.00	\$805.00
80,000	84,999	\$205.00	\$360.00	\$600.00	\$840.00
85,000	89,999	\$215.00	\$375.00	\$625.00	\$875.00
90,000	94,999	\$225.00	\$390.00	\$650.00	\$910.00
95,000	99,999	\$235.00	\$405.00	\$675.00	\$945.00
100,000	109,999	\$245.00	\$420.00	\$700.00	\$980.00
110,000	119,999	\$255.00	\$435.00	\$725.00	\$1,015.00
120,000	129,999	\$265.00	\$450.00	\$750.00	\$1,050.00
130,000	139,999	\$275.00	\$465.00	\$775.00	\$1,085.00
140,000	149,999	\$285.00	\$480.00	\$800.00	\$1,120.00
150,000	159,999	\$295.00	\$495.00	\$825.00	\$1,155.00
160,000	169,999	\$305.00	\$510.00	\$850.00	\$1,190.00
170,000	179,999	\$315.00	\$525.00	\$875.00	\$1,225.00
180,000	189,999	\$325.00	\$540.00	\$900.00	\$1,260.00
190,000	199,999	\$335.00	\$555.00	\$925.00	\$1,295.00
200,000	209,999	\$345.00	\$570.00	\$950.00	\$1,330.00
210,000	219,999	\$355.00	\$585.00	\$975.00	\$1,365.00
220,000	229,999	\$365.00	\$600.00	\$1,000.00	\$1,400.00
230,000	239,999	\$375.00	\$615.00	\$1,025.00	\$1,435.00
240,000	249,999	\$385.00	\$630.00	\$1,050.00	\$1,470.00
250,000	259,999	\$395.00	\$645.00	\$1,075.00	\$1,505.00
260,000	269,999	\$405.00	\$660.00	\$1,100.00	\$1,540.00
270,000	279,999	\$415.00	\$675.00	\$1,125.00	\$1,575.00
280,000	289,999	\$425.00	\$690.00	\$1,150.00	\$1,610.00
290,000	299,999	\$435.00	\$705.00	\$1,175.00	\$1,645.00
300,000	309,999	\$445.00	\$720.00	\$1,200.00	\$1,680.00
310,000	319,999	\$455.00	\$735.00	\$1,225.00	\$1,715.00

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA AMENDING RESOLUTION NO. 2023-05, A MASTER RESOLUTION FOR FEES TO:

- CHANGE FEES IN EXHIBIT 9-UTILITY RATES, REUSE CHARGES; AND PROVIDING FOR:
 - AMENDMENT OF FEES
 - INCORPORATION OF RECITALS, AND
 - PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fees by Resolution; and,

WHEREAS Resolution 2024-17 amends Resolution No. 2023-06, amends Exhibit 9, Utility Rates and Reuse Charges.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, as follows:

SECTION 1: INCORPORATION OF RECITALS – The above recitals are true and correct and by reference are hereby incorporated and made an integral part hereof as though fully set forth herein.

SECTION 2: REFERENCE TO EXHIBITS. This Resolution hereby refers to fees as Exhibits in the following manner:

EXHIBIT 1 – PARKING

EXHIBIT 2 - PLANNING/ZONING

EXHIBIT 3 – BUILDING FEES

EXHIBIT 4 – VACATION RENTALS

EXHIBIT 5 – VACATED AND FORECLOSED PROPERTIES

EXHIBIT 6 – GOLF COURSE FEES, GYM FEES, POOL PAVILION, AND BALLFIELDS FEES

EXHIBIT 7 – SPECIAL EVENT FEES

EXHIBIT 8 – STORMWATER FEES

EXHIBIT 9 – UTILITY RATES, REUSE CHARGES

EXHIBIT 9.5 – FATS, OILS AND GREASE CONTROL FINES AND ENFORCEMENT

EXHIBIT 10 – FIRE PROTECTION

SECTION 3: AMENDED FEES. The rates in Exhibit 9 – Utility Rates, Reuse Charges are hereby amended, and reflected in the Exhibit.

SECTION 4: CONFLICTS. The fees established in this Resolution supersede the fees set by prior fees Resolutions.

SECTION 5: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The Exhibits identified in Section 2 above shall be posted on the City website.

SECTION 6: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FEES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 7: EFFECTIVE DATE: This Resolution shall have an effective date of July 18, 2024.

Ayes: _____ Nays: _____ Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

ATTEST: _____ Karin Grooms, CMC

RESOLUTION NO. 2024-17**Exhibit 1
Parking Fees**

Cost	Per	Parking
\$5.00	Hour	Per Hour Parking
\$3.00	Hour	Per Hour Parking- Golf Cart Parking Only
\$15.00	Day	Per Day at NON-Parks
\$20.00	Day	Per day at parks & garage
\$20.00	Annual	Residential Parking Permit (prorates 8/1)
\$75.00	Annual	Nonresident Parking Permit (prorates 8/1)
\$30.00	Annual	Business Parking Permit (prorates 8/1)
\$20.00	TEMP	30-day temp pass (short term work)
\$53.00	Citation	General Parking Citation
\$253.00	Citation	Handicap Parking Citation

RESOLUTION NO. 2024-17

Exhibit 2 Planning and Zoning

			Planning / Zoning
SFR/Duplex	Small Scale (<3 ac and 30k sf)	Large Scale (at least 3 ac or 30k sf)	Board of Adjustment
\$500.00	\$1,000.00	\$1,000.00	Variance (per address)
\$500.00	\$1,000.00	\$1,000.00	Special Exception (per address)
\$400.00	\$500.00	\$500.00	Appeal of Staff Review
			Development Review
\$-	\$750.00	\$1,500.00	Site Plan
\$750.00	\$750.00	\$1,500.00	Rezoning
\$1,000.00	\$1,000.00	\$2,000.00	Land Use Change
\$-	\$-	\$4,000.00	PD Master Plan
\$-	\$-	\$6,000.00	Development Agreement
\$-	\$-	\$2,000.00	DA Modification
\$500.00	\$1,000.00	\$1,000.00	Annexation
\$500.00	\$500.00	\$750.00	Vacation of Right of Way / Easement
			Staff Review
\$50.00	\$100.00	\$100.00	Zoning Verification Letter
\$50.00	\$100.00	\$100.00	Replat Review
Varies			Tree Removal 50 plus 3 per tree or 100 plus 3 per tree
\$-	\$25.00	\$25.00	Alcoholic Beverage Zoning verification (new businesses)
\$50.00	\$100.00	\$100.00	Administrative Waivers
			Advertising/Recording (As Required)
\$100.00	\$125.00	\$125.00	Legal and property posting
\$40.00		Per owner	2/each Mail notifications minimum 40
Varies			Recording agreement based on total pages

RESOLUTION NO. 2024-17

Exhibit 3 Building Fees

Cost Min	Cost Max	Per	Bldg. fees
\$65.00		Permit	Value 0-1000
\$65.00	\$360.00	Permit	Value 1001 – 50000; 65 for first 1k plus 6 for ea. additional thousand or fraction thereof, to and including 50k
\$360.00	\$585.00	Permit	50001 – 100000; 360 for first 50k plus 5 for ea. additional thousand or fraction thereof, to and including 100k
\$585.00	\$2,385.00	Permit	101000 – 500000; 585 for first 100k plus 4.50 for ea. additional thousand or fraction thereof, to and including 500k
\$2,385.00	Up	Permit	2385 for first 500k plus 3 for each additional 1k or fraction there of
Varies			Bldg. plan review fee
\$50.00	\$100.00	Re Insp	50 for first reinspection 100 thereafter
Varies			Failure to obtain permit – double permit cost
\$ -	\$50.00	Revisions	Minor plan revision pre permit – no charge. Post permit 50
\$50.00	\$50.00	Major rev	Major plan revisions pre or post permit. Hourly charge 50
\$50.00		Transfer	Transfer permit either new contractor or new lot
30%		Renewal	Permit renewal 30% of original minimum 35
\$75.00		Sp. Insp	Per hour after hours inspections (2 hour minimum)
Varies			Conditional Cert of Occupancy – prices based on conditions outstanding 100 minimum
\$2.00	Up	Surcharge	Bldg. Code Admin and Insp Fund Surcharge
\$2.00	Up	Surcharge	Fl. Bldg. Code Surcharge
10%		Prof Fees	Professional services cost-plus 10%
\$65.00		Misc.	Minimum charge – any misc. services not listed

RESOLUTION NO. 2024-17

Exhibit 4 Vacation Rentals

Cost	Per	Vacation Rentals
\$525.00	Each	Vacation Rental Application & Registration Fee
\$325.00	Each	Annual Renewal Vacation Rental Registration Fee
\$35.00	Each	Business Tax Receipt (BTR)
\$95.00	Each	Annual Safety (Fire) Inspection Fee
\$85.00	Each	Annual Building Department Inspection Fee
\$50.00	Each	No Show or Re-Inspection fee for initial and/or Annual Inspection Fee
\$525.00	Each	Change of Ownership Vacation Rental Application & Registration Fee
\$250.00	Each	Modification of existing vacation rental registration: (change in number of bedrooms or parking or change in location of parking spaces)
\$250.00	Each	Permanent Transfer of Responsible Party Fee (Site Manager)
\$50.00	Each	Temporary Transfer of Responsible Party Fee, each occurrence (max 30 days in a 12-month period)
\$250	Each	Late Fee for Annual Registration
\$500.00	Day (First Day)	Penalty for Operating without Registration in Addition to Applicable Penalties Imposed by the Special Magistrate.
\$250.00	Day (Starting Second Day)	Penalty for Operating without Registration beyond the first day, if unpaid. This fine is in Addition to Applicable Penalties Imposed by the Special Magistrate.
\$500.00	Each	Operating at over occupancy greater than permitted (Billed to Owner)
\$250.00	Each	Parking no in compliance with the approved parking plan (Billed to Owner)

RESOLUTION NO. 2024-17

Exhibit 5

Vacated and Foreclosed Properties

Cost	Per	Vacated and Foreclosed Properties
\$200.00	Each	Registration Fee for 6 months. Additional 200 for each 6 months

RESOLUTION NO. 2024-17**Exhibit 6****Golf Course, Gym, Pool, Pavilion, and Ballfield Fees****Golf Fees**

Winter	C.B.	FL.	Non-Res
Riding 18 before 2	\$49.00	\$56.00	\$66.00
Walking 18 before 2	\$32.00	\$39.00	\$49.00
Riding 9	\$27.00	\$31.00	\$37.00
Walking 9	\$18.00	\$21.00	\$28.00
Twilight 18 after 2 pm	\$36.00	\$36.00	\$36.00
Twilight 9 after 2 pm	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

Winter Weekend Prices	C.B.	FL.	Non-Res
Riding 18 before 2	\$49.00	\$62.00	\$70.00
Walking 18 before 2	\$32.00	\$43.00	\$52.00
Riding 9	\$27.00	\$35.00	\$39.00
Walking 9	\$18.00	\$24.00	\$30.00
Twilight 18 after 2 pm	\$36.00	\$40.00	\$40.00
Twilight 9 after 2 pm	\$18.00	\$20.00	\$20.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

Fall	C.B.	FL.	Non-Res
Riding 18 before 12	\$39.00	\$45.00	\$53.00
Walking 18 before 12	\$22.00	\$28.00	\$36.00
12-2 pm 18 Special	\$36.00	\$40.00	\$48.00
12-2 pm 9 Special	\$18.00	\$20.00	\$24.00
Twilight 18	\$36.00	\$36.00	\$36.00
Twilight 9	\$18.00	\$18.00	\$18.00
Riding 9	\$22.00	\$24.00	\$27.00
Walking 9	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

RESOLUTION NO. 2024-17

Fall Weekend Pricing	C.B.	FL.	Non-Res.
Riding 18 before 12	\$39.00	\$50.00	\$56.00
Walking 18 before 12	\$22.00	\$31.00	\$38.00
12-2 pm 18 Special	\$36.00	\$44.00	\$50.00
12 - 2pm 9 Special	\$18.00	\$22.00	\$25.00
Twilight 18	\$36.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Riding 9	\$22.00	\$35.00	\$39.00
Walking 9	\$18.00	\$24.00	\$30.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

Summer	C.B.	FL.	Non-Res
Riding 18 before 12	\$37.00	\$43.00	\$49.00
Walking 18 before 12	\$20.00	\$26.00	\$32.00
Riding 9	\$21.00	\$23.00	\$26.00
Walking 9	\$18.00	\$18.00	\$18.00
Pre Twilight 18 Special	\$32.00	\$38.00	\$44.00
Pre Twilight 9 Special	\$18.00	\$19.00	\$22.00
Twilight 18	\$32.00	\$32.00	\$32.00
Twilight 9	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$20.00	\$20.00	\$20.00

Summer Weekend Pricing	C.B.	FL.	Non-Res
Riding 18 before 12	\$37.00	\$48.00	\$52.00
Walking 18 before 12	\$20.00	\$29.00	\$34.00
Riding 9	\$21.00	\$26.00	\$28.00
Walking 9	\$18.00	\$20.00	\$18.00
Pre Twilight 18 Special	\$32.00	\$42.00	\$48.00
Pre Twilight 9 Special	\$18.00	\$21.00	\$24.00
Twilight 18	\$32.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

RESOLUTION NO. 2024-17**Country Club Rentals**

C.B. Resident Auditorium per day	\$900.00
Non-Resident Auditorium per day	\$1000.00
Damage deposit Auditorium	\$300.00
C.B. Resident Conference Room per hour (two hr. minimum)	\$75.00
Non Resident Conference Room per hour (two hr. minimum)	\$100.00
Damage deposit - Conference Room	\$75.00
C.B. Resident Dining Room Rental per day	\$650.00
Non-Resident Dining Room Rental Per day	\$750.00
Damage Deposit Dining Room	\$300.00
CB Resident Dining Room Rental per hour (two hours minimum)	\$175.00
Non-Resident Dining Room Rental per hour (two hours minimum)	\$200.00
CB Resident River & Dolphin Room per day	\$500.00
Non-Resident River & Dolphin Room Rental per day	\$550.00
Damage Deposit River & Dolphin Room	\$225.00
CB Resident Lakes Room (stage) Rental per day	\$550.00
Non-Resident Lakes Room (stage) Rental per day	\$600.00
Damage deposit Lakes Room	\$225.00
CB Resident Dolphin Room Rental per day	\$250.00
Non-Resident Dolphin Room Rental per day	\$275.00
Damage deposit Dolphin Room	\$75.00
CB Resident River Room Rental per day	\$250.00
Non-Resident River Room Rental per day	\$275.00
Damage deposit River Room	\$75.00
Dance Floor	\$175.00
Table Linens	1 for \$15.00 or 10+ \$12.00 each

RESOLUTION NO. 2024-17

Cost	Per	GYM Fees
\$50.00	Hour	CB Resident Gym Rental per hour
\$60.00	Hour	Non-Resident Gym Rental per hour
\$20.00	Hour	CB Resident West Room Rental per hour
\$30.00	Hour	Non-Resident West Room Rental per hour
\$15.00	Hour	Recreation Aide per hour (mandatory)
\$150.00		Cleaning & damage deposit
\$2.00	day	CB Resident under 18 per day
\$3.00	day	Non-Resident under 18 per day
\$3.00	day	CB Resident Adult per day
\$4.00	day	Non-Resident Adult per day
\$25.00	month	CB Resident Under 18 per month
\$35.00	month	Non-Resident Under 18 per month
\$40.00	month	CB Resident Adult per month
\$50.00	month	Non-Resident Adult per month
\$80.00	year	CB Resident Under 18 Annual Membership
\$95.00	year	Non-Resident Under 18 Annual Membership
\$100.00	year	CB Resident Adult Annual Membership
\$115.00	year	Non-Resident Adult Annual Membership
\$ 200.00	year	CB Resident Annual Family Membership (2 adults 2 children)
\$250.00	year	Non-Resident Annual Family Membership (2 adults 2 children)
TBD		Teams/Organizations - determined by CB Rec. Supervisor & City Mgr.
Cost	Per	Pool and Pavilion Fees
\$4.00	day	CB Resident Adult Swim fee
\$8.50	day	Non-Resident Adult Swim fee
\$3.00	day	CB Resident Child Swim Fee
\$5.50	day	Non-Resident Child Swim Fee
\$40.00	30 Day ppd.	CB Resident Single Swimmer
\$67.50	30 Day ppd.	Non-Resident Single Swimmer
\$15.00	30 Day ppd.	CB Resident Additional Family Member
\$27.50	30 Day ppd.	Non-Resident Additional Family Member
\$75.00	90 Day ppd.	CB Resident Single Swimmer
\$150.00	90 Day ppd.	Non-Resident Single Swimmer
\$30.00	90 Day ppd.	CB Resident Additional Family Member
\$65.00	90 Day ppd.	Non-Resident Additional Family Member

RESOLUTION NO. 2024-17

\$225.00	Year ppd.	CB Resident Single Swimmer
\$510.00	Year ppd.	Non-Resident Single Swimmer
\$105.00	Year ppd.	CB Resident Additional Family Member
\$237.50	Year ppd.	Non-Resident Additional Family Member
		family consists of two legal guardians plus minor-aged children
		Sales Tax: All Pool and Pavilion fees include applicable sales tax. Military Fees: The fees for active duty military personnel and their immediate dependents shall be the same as the fees for Cocoa Beach residents. The definition of immediate dependents is spouse and children only. Military identification cards are required for admission. Pool Manager Authority: The Pool Manager is the final authority for resolution of any disputes regarding the interpretation of this Resolution.
Cost	Per	Parties
\$200.00	Deposit	Deposit entire facility
\$40.00	Deposit	Deposit – baby pool area
\$140.00	Per 2 hours	Non-Resident baby pool area parties - admission fees included with rental fees
\$90.00	2 hours	CB Resident baby pool area parties - admission fees not included with rental fees
\$100.00	per hour (\$4 hour minimum)	Entire facility
Cost	Per	Day Camp
\$4.00	2 hours	Per child per visit
Cost	Per	Swim Club, Practice
		The Cocoa Beach Pool Manager, or designee, will be able to establish Swim Club fees with the notification and approval of the City Manager, or designee
\$3.75	hour	CB Resident Per lane per hour
\$4.00	hour	Non-Resident Per lane per hour
	2 hours	Dive Practice Divers pay 30-day resident membership fee
\$30.00	hour	Diving Well Rental - plus tax
Cost	Per	Visiting College/Club Teams - 2 Hour practices
\$72.50	2 hours	Long course per lane per practice
\$41.25	2 hours	Short Course per lane per practice
\$26.00	2 hours	Second practice of the day
		Pavilion
\$200.00	Deposit	Damage and clean up deposit for kitchen and pavilion
\$250.00		CB Resident Pavilion Rental
\$410.00		Non-Resident Pavilion Rental
\$375.00		CB Business Pavilion Rental
\$590.00		Non-CB Business Pavilion Rental

RESOLUTION NO. 2024-17

\$5.50	per person	Pavilion w/Pool (\$5.50) per person in addition to Pavilion rental
Cost	Per	Ballfields
\$40.00	hour	CB Resident Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Softball Field (2 hr. min)
\$40.00	hour	CB Resident Little League Field (2 hr. min)
\$50.00	hour	Non-Resident Little League Field (2 hr. min)
\$50.00	hour	CB Resident Baseball Field (2 hr. min)
\$60.00	hour	Non-Resident Baseball Field (2 hr. min)
\$30.00	hour	CB Resident Soccer Field (2 hr. min)
\$40.00	hour	Non-Resident Soccer Field (2 hr. min)
		Tournaments - insurance (proof required) naming city as additional insured (lights not included)
\$175.00	day	CB Resident Softball Field (1 day min)
\$225.00	day	Non-Resident Softball Field (1 day min)
\$175.00	day	CB Resident Little League field (1 day min)
\$225.00	day	Non-Resident Little League Field (1 day min)
\$225.00	day	CB Resident Baseball Field (1 day min)
\$275.00	day	Non-Resident Baseball Field (1 day min)
\$175.00	day	CB Resident Soccer Field (1 day min)
\$225.00	day	Non-Resident Soccer Field (1 day min)
\$150.00		Field Deposits
Cost	Per	Lights and Rental for League activities
\$40.00	hour	CB Resident Lights Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Lights Softball Field (2 hr. min)
\$40.00	hour	CB Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	Non-Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	CB Resident Lights Baseball Field (2 hr. min)
\$60.00	Hour	Non-Resident Lights Baseball Field (2 hr. min)
		Space Coast Little League - established by contract. Soccer League - established by contract.

RESOLUTION NO. 2024-17

Exhibit 7
Special Events

Cost Min	Cost Max	Per	Special Event Fees
\$300.00			Individual/Corp Class A Application Fee (nonrefundable)
\$150.00			Non-Profit Class A Event Application Fee (nonrefundable)
\$1,500.00	UP		Performance Bond 25% of total fee or 1500 - whichever is higher
\$250.00			Individual/Corp Class B Application Fee (nonrefundable)
\$150.00			Non-Profit Class B Event Application Fee (nonrefundable)
\$1,000.00	UP		Performance Bond 25% of total fee or 1000 - whichever is higher
\$50.00			Individual/Corp Class C Application Fee (nonrefundable)
\$50.00			Non-Profit Class C Application Fee (nonrefundable)
\$300.00			Performance Bond (not required for wedding)
\$1,100.00		day	Holiday Event Fees (in lieu of regular fees for days shown) Memorial Day; Independence Day; Labor Day. If an event is held on a holiday not listed above, (New Year's Day, MLK Jr. Birthday, President's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day) the regular permit fee applies. Class A event permit fee
\$600.00		day	Class B event permit fee
\$350.00		day	Class C event permit fee
			Motion & Still Photography
\$100.00			Production Fee (nonrefundable)
\$100.00		day	Daily for each day of production
\$1,000.00	UP		Performance Bond. Greater of 25% of calculated cost or \$1000
			Parking Spaces (special events)
TBD			* of spaces x # of hours (per day) x # of days x current rate per hour. The rental of parking spaces by event organizers is intended to facilitate conduct of the event. The resale of such parking spaces to the general public is prohibited.
			Park Rentals (special events)
\$1,500.00			Fischer Park (full) March - Aug Mon - Thursday
\$1,500.00			Fischer Park (full) Sept - Feb Mon - Thursday
\$1,500.00			Fischer Park (full) March - Aug Friday - Sunday
\$1,500.00			Fischer Park (full) Sept - Feb Friday - Sunday
\$1,500.00			Fischer Park (full) Holidays March - August
\$1,000.00			Fischer Park (full) Holidays September - February
\$750.00			Fischer Park (half) March - Aug Mon - Thursday
\$750.00			Fischer Park (half) Sept - Feb Mon - Thursday
\$750.00			Fischer Park (half) March - Aug Friday - Sunday
\$750.00			Fischer Park (half) Sept - Feb Friday - Sunday

RESOLUTION NO. 2024-17

\$750.00			Fischer Park (half) Holidays March - August
\$750.00			Fischer Park (half) Holidays September - February
\$500.00			Fischer Park Minimum Fee March - August
\$300.00			Fischer Park Minimum Fee September - February
\$4,600.00			Shepard Park (full) Weekdays (Mon - Thurs) March - August
\$4,600.00			Shepard Park (full) Weekdays (Mon- Thurs) September - February
\$4,600.00			Shepard Park (full) Weekends (Fri - Sun) March -August
\$4,600.00			Shepard Park (full) Weekends (Fri - Sun) September - February
\$4,600.00			Shepard Park (full) Holidays March - August
\$4,600.00			Shepard Park (full) Holidays September - February
\$2,300.00			Shepard Park (half) Weekdays (Mon - Thurs) March - August
\$2,300.00			Shepard Park (half) Weekdays (Mon- Thurs) September - February
\$2,300.00			Shepard Park (half) Weekends (Fri - Sun) March -August
\$2,300.00			Shepard Park (half) Weekends (Fri - Sun) September - February
\$2,300.00			Shepard Park (half) Holidays March - August
\$2,300.00			Shepard Park (half) Holidays September - February
\$1,200.00			Shepherd minimum fee March - August
\$200.00			Shepherd Minimum Fee September - February
\$57.75			Temporary Business Tax Receipt (BTR) valid for 5 days
\$75.00			Cone Deposit
\$150			Barricade Deposit
			Minimum Fee** ** Amount charged regardless of number of spaces rented or time rented **Resident with Cocoa Beach parking decal will receive 10% off park rentals. Sales Tax - The fee schedule shown above does not include sales tax. Sales tax will be added to all fees shown.
			Equipment Fees (special events)
\$75.00		day	Gator/ATV/Jet Ski (Police/Fire/PW)
\$75.00		day	Watercraft (boat; rescue craft)
\$50.00		day	Police vehicles (car)
\$75.00		day	Fire Vehicles (Tower 51/Squad Vehicles)
\$75.00		day	Heavy Duty Equipment (dozer/bobcat/power lift)
\$50.00		day	Pickup truck / Sedan
			Personnel Fees (special events)
\$70.00		hour	Police Supervisor
\$60.00		hour	Fire Supervisor
\$60.00		hour	Police Officer

RESOLUTION NO. 2024-17

\$55.00		hour	Fire Fighter
\$35.00		hour	Public Works / Maintenance I
\$50.00		hour	Bldg. Inspector
\$40.00		hour	Public Works / Maintenance II
			Police Supervisor means Corporal, Sergeant, Lieutenant, and Field Training Officer. Command Staff means Major, Deputy Chief and Chief. The rate calculation is shown below. Should City personnel (full or part time) with job classifications other than those above be required to service special events and other approved functions, the following formula shall be utilized to calculate the fees: The average base salary as of October 1st each year for each job classification, multiplied by 1.5, plus workers compensation, FICA, pension and benefit costs.
			Inspection/reinspection (special events)
\$70.00			Pre/post sanitation
\$50.00			reinspection
\$70.00			electrical inspection
\$70.00			fire inspection <u>Fees not included above:</u> If the Special Event should require personnel or equipment not covered in the rate categories above, the City Manager or designee has the authority to establish appropriate fees.

RESOLUTION NO. 2024-17**Exhibit 8
Stormwater**

		Stormwater Fees
Varies	SQ footage	Monthly service charges are based on the sq footage of impervious area, such that for each two thousand nine hundred (2,900) sq feet of area or increments thereof the property shall be charged an additional ERU charge.
\$8.96		The monthly ERU fee is hereby established at \$8.00
Varies	Multi-family	Monthly Fee. 1/2 the ERU rate times the number of individual dwellings on property
Varies	Commercial	The fees imposed for commercial property shall be the ERU fee multiplied by the numerical factor obtained by dividing the total impervious area in sq. feet by 2900 feet
Varies	Commercial	The minimum fee for any commercial property shall be no less than the rate for one (1) ERU.

RESOLUTION NO. 2024-17

Exhibit 9
Utility Rates, Reuse Charges

			Utility Rates, Reuse charges
			Residential through 9/20/2024
\$34.16	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate
\$42.68	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$9.55	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$11.94	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$11.26	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$14.03	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Commercial through 9/30/24
\$37.58	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate
\$46.97	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$10.42	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$13.02	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$12.29	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$15.25	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Reuse rates through 9/30/25
\$15.53		month	Monthly reuse rate
\$4.38		month	Non-Metered service for multi-units of 3 or more. Per unit/month
\$2.99		month	Reuse charges for non-metered service for tracts larger than one (1) acre, or service pipe size of two (2) inches or larger, an additional two dollars and 10 cents (\$2.10) per each additional one-half (1/2) acre, or portion thereof, more than one acre, shall be added to the monthly fee for the first acre.
			The City Commission authorized the City Manager, or designee to adopt procedures to provide for a method to grant credit to sewer bills, when water is not deposited in the sewer system
			Utility Rates, Reuse charges
			Residential through 9/30/25
\$41.00	1st tier	Minimum	0-3000 gallons Inner city limits rate
\$51.22	1st tier	Chg	0-3000 gallons Outside city limits rate
\$11.46	2nd tier	Minimum chg.	3001-5000 gallons Inner city limits rate
\$14.33	2nd tier	additional 1k	3001-5000 gallons Outside city limits
\$13.51	3rd tier	additional 1k	rate over 5000 gallons Inner city limits
\$16.83	3rd tier	additional 1k	rate over 5000 gallons Outside city limits
			Commercial through 9/30/25
\$45.10	1st tier	Minimum chg.	0-3000 gallons Inner city limits rate

RESOLUTION NO. 2024-17

\$56.36	1st tier	Minimum chg.	0-3000 gallons Outside city limits rate
\$12.50	2nd tier	additional 1k	3001-5000 gallons Inner city limits rate
\$15.62	2nd tier	additional 1k	3001-5000 gallons Outside city limits rate
\$14.75	3rd tier	additional 1k	over 5000 gallons Inner city limits rate
\$18.30	3rd tier	additional 1k	over 5000 gallons Outside city limits rate
			Reuse rates through 9/30/25
\$18.63		Month	Monthly reuse rate
\$5.26		Month	Non-metered service for multi-units of 3 or more. Per month
\$3.51		Month	Reuse charges for non-metered service for tracts larger than one (1) acre, or services pipe size of two (2) inches or larger, an additional two dollars and 10 cents (\$2.10) per each additional one half (1/2) acre, or portion thereof, more than one acre, shall be added to the monthly fee for the first acre.
			The City Commission authorized the City Manager, or designee to adopt procedures to provide for a method to grant credit to sewer bills, when water is not deposited in the sewer system.
			Sewer Connection Charges
\$2,200.00			Single family residential
\$2,200.00		units	Multi dwelling other than motels and hotels
\$1,300.00		room	Motel & Hotel per room without kitchen
\$1,500.00		room	Motel & Hotel per room with kitchen
\$150.00		seat	Restaurant without lounge
\$100.00		seat	Cocktail bar, lounge, per seat
\$2,200.00		machine	Laundromat
			Other commercial or nonresidential units will be determined by dividing the actual or estimated daily flow by the established residential equivalent of two hundred seventy-five (275) gallons per day to determine the number of equivalents to the nearest tenth. Equivalents and fractions thereof will be multiplied by two thousand two hundred dollars (\$2,200.00).
			As to those properties outside the city limits of the City of Cocoa Beach, the connection charges shall be the same as above, plus a fifty (50) per cent surcharge, providing the city commission approves the connection to the system based on the system's capacity
\$6.00		each	Permit fee

RESOLUTION NO. 2024-17

\$20.00		surcharge	Any person discharging air conditioning water into the sanitary sewer system under authorization from the city manager shall pay a surcharge of twenty dollars (\$20.00) per month. The provisions of this paragraph shall only be available to owners of single-family residential property who are unable to provide an alternate method of water disposal and who have installed a solenoid or its equivalent on the air conditioner
			Reclaimed water system
			Connection charges
\$200.00		3/4"-1"	Tapping Fee
\$360.00		1 1/2"	Tapping Fee
\$540.00		2"	Tapping Fee
			All reclaimed water connections larger than two (2) inches will be based on consumption and the installation cost determined by the director of utilities.
			Capital cost. Capital costs are those costs associated with providing trunk and distribution mains for the water reclamation facility to the point of delivery, up to, but not including the connection. Except in areas previously designated by the city commission as not being appropriate for capital cost recovery, no customer will be allowed to connect to the reclaimed reuse-water system unless the user has paid the benefitted properties share of the capital costs of the system. Such payment may be made in equal monthly installments as a part of the user's sanitary sewage bill and to be for a term not exceeding one (1) year from connection. A schedule of capital cost fees per use shall be adopted by resolution.
			Violation. Where service has been disconnected for violation of an ordinance or regulation regarding reclaimed water, such service shall not be reconnected until the director of utilities, or designee, receives adequate assurances and guarantees that such a violation will not recur.
			Illegal/nonconsenting fee. When an unauthorized connection is made to the reclaimed water system or a connection to the system is made without the prior authorization of the Water Reclamation Facility (WRF) having been obtained, an inspection fee of sixty dollars (\$60.00) will be charged.

RESOLUTION NO. 2024-17

Exhibit 9.5

Fats, Oils and Grease Control Fines and Enforcement Fees

Notice of Non-Compliance	Notice of Violation	Description	Fats, Oils & Grease Control (FOG)
\$0	\$100	Authority	<i>It shall be unlawful for any FOG Producing Establishment (FPE) to operate without approved grease or oil control equipment as required in this article</i>
\$0	\$50 + \$100 Re-Inspection Fee	Missing or incomplete paperwork.	<i>(b.) All FPE's will be required to maintain records of cleaning and maintenance of Grease Control Equipment (GCE) .. (c.) GCE maintenance records as well as any MSDS sheets shall be available at the FPE premises and available for inspection by the City FOG Program personnel.</i>
\$0	\$100 + \$100 Re-Inspection Fee	Grease / oil interceptor failing annual inspection.	<i>(g.) Failure of a Gravity Grease Interceptor Certification or Grease Trap Certification;</i>
1 st Offence \$250	2 nd Offence \$500	Illegal or Improper disposal of oils / yellow grease.	<i>(h.) FPEs shall dispose of yellow grease in an approved container, or recycle container/bin, and the contents shall not be discharged into any grease control equipment, sanitary sewer line, grease waste line, storm water grate, drain, plumbing fixture, or into the environment whereas to be conveyed to a stream creek or river.</i>
\$0	\$100 + \$100 Re-Inspection Fee	Interior / exterior housekeeping, oily surfaces.	<i>(U.) It shall be a violation of this FOG Ordinance to allow spilled yellow grease / automotive oils or any known contaminating solutions to remain on the ground inside the facility and or around the recycle container/bin area that can be rained on and washed down to any storm water receptacle and or sanitary sewer drain.</i>
\$0	\$50	Exterior housekeeping / trash management.	<i>(k.) It shall be a violation of this FOG Ordinance to leave trash bags on the ground around a dumpster area that could possibly leak fats, oils and grease.</i>
\$0	\$50	Unsealed/ open lid on	<i>(1.) It shall be a violation of this FOG Ordinance to leave the lid open on any outdoor grease</i>

RESOLUTION NO. 2024-17

		<i>yellow oil recycle bin.</i>	<i>recycle bin/container.</i>
<i>1st Offence \$100</i>	<i>2nd Offence \$100 +\$100 Re-inspection Fee</i>	<i>Exterior housekeeping, wash down areas. into the road that could cause a pollution or hazardous contamination issue.</i>	<i>(m.) It shall be a violation of this FOG Ordinance to dispose of any FOG laden liquid into any storm drain. It is further understood that at NO TIME will an FPE pressure wash, rinse or clean any kitchen equipment, including but not limited to, mats, mops or garbage cans in an exterior area of the facility that can drain to any storm drain or to the road where this FOG laden liquid could run off.</i>
\$0	\$100	Exterior mop sink/ wash down areas.	(q.) Mop sink basins, equipment and vehicle wash down bays located outside the building and drained to the sanitary sewer shall be covered with a canopy or roof whereas to prevent storm water from being introduced into the sewer system.
\$0	\$50 + \$100 Re-Inspection	Improper/missing or broken clean out caps.	(v.) Outdoor cleanout grates are prohibited from use. Missing or broken clean out caps shall be replaced immediately without delay.
\$0	\$100 + \$100 Re-Inspection Fee	Grease/oil water separator showing signs of raw sewage.	(w) Interceptors showing signs of raw untreated sewage is a violation of this FOG ordinance. Sanitary sewer coming from restroom facilities inside FPEs needs to be separated, as required by Florida Plumbing Code sec. 1001 Traps, Interceptors and Separators.
\$0	\$100	Missing manholes over Inlet/ outlet.	(d.1.) Access to gravity grease interceptors shall be provided by a minimum of one manhole per interceptor division {baffle chamber/compartments) and be of 24" minimum dimension terminating 1 inch above finished grade with cast iron frame and cover.
\$0	\$100 + \$100 Re-Inspection Fee	Blocked access to grease interceptor/ trap.	(e.) Location – Gravity grease interceptors shall be located so as to be readily accessible for cleaning, maintenance, and inspections. They should be located close to the fixture(s) discharging to the interceptor. Grease interceptor access manholes shall never be paved over, covered by landscaping, or have any other hindrances not allowing access.

RESOLUTION NO. 2024-17

\$0	\$100	Noncompliant access openings.	(g.3.) Rebuilding/ Modifying in Place. If the interceptor does not have compliant access openings over each compartment, openings will need to be added to be in compliance with Section 19-43 d.
\$0	\$100 + \$100 Re-Inspection Fee	Grease interceptor exceeding limits of FOG and/ or solids. Over limit	(b.) Gravity grease interceptors must be pumped-in-full (total pump of all contents) when the total accumulations of surface FOG reaches 6" (including floating solids) and settled solids reaches 8" and/ or when solids reach twenty-five percent (25%) of the grease interceptor's inlet liquid depth. This criterion is referred to as the "25 Percent Rule". (B-1)
\$0	\$100 + \$100 Re-Inspection Fee	Grease interceptor exceeding limits of FOG and / or solids. Overdue	At no time shall the cleaning frequency exceed 90 days unless approved in writing by the City. Failure to meet these requirements shall result in enforcement action.
\$0	\$50 + \$100 Re-Inspection Fee	Best Management Practices and Accidental Discharge Prevention	FOG Producing Establishments (FPE's) shall post and implement required Best Management Practices (BMPs) in all employee areas to help prevent the discharge of fats, oils, and grease from their facility to the City sanitary sewer system.
\$0	\$50 + \$100 Re-Inspection Fee	Best Management Practices (BMPs) not dissolved	(g.) Post BMPs signs in the kitchen areas, educate, and train all employees on grease control and preventing sewer pipe clogs and sewer overflows.
\$0	\$50	19-50 h. Required FOG BMP training.	All FSE Owners, managers, shift supervisors and employees must complete the BMP training through FOG BMP portal. Certificates of completion must remain on site for the duration of employment for each person. FPE and waste haulers shall at NO TIME falsify any document as it pertains to this Ordinance and if found to have occurred, suspension of service and / or penalties may be imposed.

RESOLUTION NO. 2024-17

See Violation	Disconnection of Utilities +\$100 Re-inspection Fee	Falsifying Documents	
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RESOLUTION NO. 2024-17

Exhibit 10
Fire Protection

			Fire Protection
			Safety Inspections
			Assembly Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Educational Occupancies
\$50.00		occupancy	1-100 persons
\$10.00		occupancy	Each 100 persons after 100 or any portion there of
\$25.00		occupancy	Each 50 persons or portion thereof
			Healthcare occupancies
\$375.00		each	plus, reinspection fee for dollar value
			Hotels and dormitories
\$10.00		per unit	Max fee \$360 if property 220,000 sq foot or less
Varies	\$ 360.00	Sq. Footage	Property over 220,000 sq ft (See sq footage table)
			Condominiums / apartments
\$50.00		units	1-10 units
\$25.00		units	each additional 10 units or portion thereof
			Max fee \$300.00 up to 7 floors
\$300.00	plus		Over 7 floors plus High-Rise bldg. fee
			Lodging and rooming houses
\$50.00		units	per 25 beds or portion thereof
			Residential board and care (per licensed capacity)
\$75.00		residents	Per 50 residents or portion thereof
			Business occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Mercantile Occupancies
Varies		Sq. Footage	Class A (See sq footage table)
Varies		Sq. Footage	Class B (See sq footage table)
Varies		Sq. Footage	Class C (See sq footage table)
			Industrial Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Storage Occupancies (See sq footage table)
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			High-rise buildings
\$250.00	Plus		Condo Fee plus 250
			Special Structure

RESOLUTION NO. 2024-17

Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Other inspections
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Residential Rental Property with State License
\$100.00		unit	Per unit inspected
\$45.00		unit	Per unit, 30 day or less, annual re-inspection
\$45.00		unit	Per unit, greater than 30 days, annual re-inspection
			Burn Permits
\$30.00		ea.	Burn Permit
			Plan Reviews
		year	Fire hydrant rental fee (five-year)
\$50.00		review	Plan Review - Residential
WAIVED		review	Residential Sprinkler System Review
\$90.00		hour	NEW water suppression system. (Outside Engineer rate not included - is extra)
\$15.00		unit	Per dwelling unit or business condominium unit plus review fee
\$90.00		review	Range hood systems. PLUS \$2.00 per nozzle
\$90.00		review	Halon, CO2, foam, or other system. PLUS \$2.00 per nozzle
\$100.00		inspection	Fire pump field inspection
\$150.00		inspection	Underground fire line visual, hydrostatic inspection and flush
\$125.00		hood	Mechanical commercial hood type I, including light, smoke & balance testing.
\$150.00		up to 49	Fire sprinklers less than 50 heads remodel
\$125.00		review	Smoke evacuation system review, field test and inspection. PLUS - engineer's review rate. Engineer shall be approved by the Authority Having Jurisdiction (AHJ)
			Fire Alarm/detection systems
\$90.00		hour	Plan review - One hour minimum
\$15.00		unit	Per dwelling unit/mercantile or business condominium unit
\$50.00		ea.	Remodeling of additions
\$2.00		device	Commercial, mercantile and storage additional review fee
\$15.00		unit	Hotels, motels, and transient lodging additional review fee
			Fine - Sec 31-11 Class V violation. Failure of company to release site specific software.
			Flammable, combustible, compressed liquid and gas storage system
\$75.00		review	Plan Review

RESOLUTION NO. 2024-17

			Required permits for operations per the Florida Fire Prevention Code
			Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of the Florida Fire Prevention Code shall be fined as per sec. 31-11 a Class III violation.
\$52.00		permit	Asbestos Removal
\$144.00		permit	Automotive fueling
\$144.00		permit	Battery Systems
\$52.00		permit	Candles, open flame, portable cooking
\$144.00		permit	Carnivals and fairs
\$52.00		permit	Change of occupancy
\$52.00		permit	Cleanrooms
\$52.00		permit	Combustible material storage
\$144.00		permit	Consumer Fire Works
\$57.50		permit	Cutting and Welding Operations
\$115.00		permit	Cryogenics
\$173.00		permit	Display of Fire Works
\$58.00		permit	Exhibit and trade shows < or = 25 vendors
\$115.00		permit	Exhibit and trade shows > or = 26 vendors
\$52.00		permit	Flame Effects
\$52.00		permit	Flammable and Combustible Liquids
\$52.00		permit	General Storage
\$144.00		permit	Hazardous Materials
\$58.00		permit	Hot Work Operations
\$ 52.00		permit	Industrial Ovens
\$52.00		permit	Laboratories
\$ 52.00		permit	Liquefied petroleum gas
\$86.00		permit	Marine craft fuel service
\$52.00		permit	Means of egress
\$52.00		permit	Membrane Structures, Tents and canopies
\$52.00		permit	Oil and Gas Fired
\$52.00		permit	Open burning
\$41.00		permit	Open Fires
\$52.00		permit	Outside Storage of Tires
\$144.00		permit	Oxidizers
\$52.00		permit	Parade Floats
\$52.00		permit	Places of Assembly
\$86.00		permit	Repair garages and Service Stations

RESOLUTION NO. 2024-17

\$86.00		permit	Rooftop Heliports
\$144.00		permit	Standpipe Systems
\$52.00		permit	Tar Kettles
\$52.00		permit	Torch-Applied Roofing Operations
			Building Project Review and Inspections
			Residential projects greater than three dwelling units and all commercial projects require building permits. Technical assistance may be necessary on certain projects and the fire prevention plan review may need to be performed by an independent third party with expertise in the matter to be reviewed at the submitter's expense. This provision is defined in the Florida Fire Prevention Code. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the fire prevention office. Should it be necessary to exercise this provision the permit fees will still apply.
\$50.00	+ value x 0.0035	based on value	Building Projects Cost - \$1.00 to \$10,000,000
\$50.00	+ value x 0.0025	based on value	Building Projects Cost - \$10,000,001 to \$100,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$100,000,001 to \$200,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$200,000,000, (rate cap)
\$115.00		ea.	Design Review
Triple fees		ea.	Construction without a permit
\$46.00		inspection	Re-inspection
\$115.00		ea.	Temporary CO Inspection Application
			Building Projects review includes new construction, remodeling and repairs, and those projects requiring a commercial building permit.
			The Building Valuation Data is based on the International Code Council (ICC). This data is updated every six months by the ICC. This data is offered as an aid for the AHJ to determine if the permit valuation is underestimated
			Design Review is applied to permits when the submitter has numerous (greater than five) significant code related problems. This fee is not applied to minor problems but will be applied when the designer did not follow the provisions in the code.

RESOLUTION NO. 2024-17

			The building and fire codes have language that allows additional charges when work is performed without a permit. To discourage this practice, all fees will be doubled when work is performed without a permit in place.
			Stand-by and fire watch fees are charged with the features of a fire protection system (e.g., sprinkler system is nonfunctional) are out of service and the threat of fire poses a life safety concern.
			Temporary Certificate of Occupancy (CO) Inspection Application fees will be charged before the inspection is conducted, if the Building Official issues a temporary CO before the project is complete. The policies in Cocoa Beach require the Office of Fire Prevention sign-off on this request. This creates an additional inspection to ensure that all features of fire protection and services are in working order; therefore, this service has not been calculated into the charges for inspecting a project.
			Concurrent building plan review application fees will be applied to projects requesting building plans be reviewed prior to the site plan approval by the City. These plans require a full review, but the submitter is under no obligation to build what has been reviewed
			Any persons who fail to properly obtain permits and / or plan review shall be charged triple fees.
			Occupational licenses <u>Business Tax</u> . To include temporary businesses. The following fees shall be collected by the finance department:
\$45.00			Prior to issuance of the occupational license <u>business tax</u> (fire safety, operations inspection), a Forty-five dollars (\$ 45.00) inspection fee will be charged if such an inspection is required by the fire marshal, or his designee
\$100.00		request	Water flow test
			Reinspection fee. The following fees shall be collected by the fire department:
			See sq ft – Schedule of Fire Safety Inspection Fees (VI)
			Standby charges. Standby charges include response to any hazardous material incident. The following fees shall be collected by the fire department:
			Fire apparatus, to include personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			Rescue apparatus, to include two (2) personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency

RESOLUTION NO. 2024-17

			If additional personnel are needed, service will be billed on a per hour basis per person . . . actual hourly rates as calculated by the City of Cocoa Beach Finance Department
			False Alarms
N/C			One (1) to three (3) responses within a six-month period . . . N/C
\$115.00			Four (4) responses within a six-month period \$115.00
\$288.00			Five (5) responses within a six-month period. \$288.00
\$575.00			Six (6) or more responses within a six-month period \$575.00
			Hydrant Fees and Usage of Fees
			When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account and in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department
			Combined Space Standby Fee
\$50.00			Fire Apparatus
\$50.00			Firefighter
\$20.00			Fire Vehicle

SCHEDULE OF FIRE SAFETY INSPECTION FEES					
*First re-inspection no charge					
Square feet from	Square Feet	Initial Inspection	*Second Re-Inspection Fee	Third Re-Inspection Fee	Fourth RE-Inspection Fee
0	4,999	\$45.00	\$120.00	\$200.00	\$280.00
5,000	9,999	\$55.00	\$135.00	\$225.00	\$315.00
10,000	14,999	\$65.00	\$150.00	\$250.00	\$350.00
15,000	19,999	\$75.00	\$165.00	\$275.00	\$385.00
20,000	24,999	\$85.00	\$180.00	\$300.00	\$420.00
25,000	29,999	\$95.00	\$195.00	\$325.00	\$455.00
30,000	34,999	\$105.00	\$210.00	\$350.00	\$490.00
35,000	39,999	\$115.00	\$225.00	\$375.00	\$525.00

RESOLUTION NO. 2024-17

40,000	44,999	\$125.00	\$240.00	\$400.00	\$560.00
45,000	49,999	\$135.00	\$255.00	\$425.00	\$595.00
50,000	54,000	\$145.00	\$270.00	\$450.00	\$630.00
55,000	59,999	\$155.00	\$285.00	\$475.00	\$665.00
60,000	64,999	\$165.00	\$300.00	\$500.00	\$700.00
65,000	69,999	\$175.00	\$315.00	\$525.00	\$735.00
70,000	74,999	\$185.00	\$330.00	\$550.00	\$770.00
75,000	79,999	\$195.00	\$345.00	\$575.00	\$805.00
80,000	84,999	\$205.00	\$360.00	\$600.00	\$840.00
85,000	89,999	\$215.00	\$375.00	\$625.00	\$875.00
90,000	94,999	\$225.00	\$390.00	\$650.00	\$910.00
95,000	99,999	\$235.00	\$405.00	\$675.00	\$945.00
100,000	109,999	\$245.00	\$420.00	\$700.00	\$980.00
110,000	119,999	\$255.00	\$435.00	\$725.00	\$1,015.00
120,000	129,999	\$265.00	\$450.00	\$750.00	\$1,050.00
130,000	139,999	\$275.00	\$465.00	\$775.00	\$1,085.00
140,000	149,999	\$285.00	\$480.00	\$800.00	\$1,120.00
150,000	159,999	\$295.00	\$495.00	\$825.00	\$1,155.00
160,000	169,999	\$305.00	\$510.00	\$850.00	\$1,190.00
170,000	179,999	\$315.00	\$525.00	\$875.00	\$1,225.00
180,000	189,999	\$325.00	\$540.00	\$900.00	\$1,260.00
190,000	199,999	\$335.00	\$555.00	\$925.00	\$1,295.00
200,000	209,999	\$345.00	\$570.00	\$950.00	\$1,330.00
210,000	219,999	\$355.00	\$585.00	\$975.00	\$1,365.00
220,000	229,999	\$365.00	\$600.00	\$1,000.00	\$1,400.00
230,000	239,999	\$375.00	\$615.00	\$1,025.00	\$1,435.00
240,000	249,999	\$385.00	\$630.00	\$1,050.00	\$1,470.00
250,000	259,999	\$395.00	\$645.00	\$1,075.00	\$1,505.00
260,000	269,999	\$405.00	\$660.00	\$1,100.00	\$1,540.00
270,000	279,999	\$415.00	\$675.00	\$1,125.00	\$1,575.00
280,000	289,999	\$425.00	\$690.00	\$1,150.00	\$1,610.00
290,000	299,999	\$435.00	\$705.00	\$1,175.00	\$1,645.00
300,000	309,999	\$445.00	\$720.00	\$1,200.00	\$1,680.00
310,000	319,999	\$455.00	\$735.00	\$1,225.00	\$1,715.00

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Discuss and Present Stormwater Rate Study

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Yes. The rates for fiscal year 2025 are incorporated in the budget currently being prepared.

BACKGROUND:

The Stormwater System Rate Review completed June 18, 2024 outlines a financial plan and rate schedule that allows the City to meet the expenditure requirements of the Stormwater Utility System in order to fund the anticipated operating and capital needs of the System.

To comply with the rate covenant requirements of the City's loan agreement with the State Revolving Loan Fund (SRF), rates must also be sufficient to provide equal to or exceeding 1.15 times the sum of the semiannual loan payments due each fiscal year.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

The rate schedule in the Resolution is as follows:

Effective Date	Rate per ERU
08/01/2024	\$11.64
01/01/2025	\$15.13
10/01/2025	\$19.66

CITY OF **Cocoa Beach**

Stormwater Utility Rate Study – Final Draft

July 3, 2024

DRAFT

June 18, 2024

Honorable Mayor and Members of the City Commission
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32932-2430

Subject: **Stormwater Utility Rate Study**

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (Raftelis) has completed its study to evaluate the adequacy of the stormwater management system's (System) utility rates for the City of Cocoa Beach, Florida (City) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The analysis encompassed a financial evaluation for the three- (3) fiscal year period of October 1, 2023 through September 30, 2026 (Forecast Period). Based on the assumptions relied upon in the development of the projected utility system revenues and expenditure needs, Raftelis has identified the need for stormwater rate adjustments shown below for mid-year 2024 and fiscal years 2025 and 2026. The existing rate for stormwater service is \$8.96 per Equivalent Residential Unit (ERU).

Summary of Proposed Rates

Description	August 1, 2024	January 1, 2025	October 1, 2025
Proposed Rate per Equivalent Residential Unit	\$11.64	\$15.13	\$19.66

The proposed utility rates for all are designed to meet several goals and objectives. The main objective of our analysis was to develop a proposed rate plan that will produce revenues sufficient to meet the projected operating and capital expenditure requirements of the System over the Forecast Period.

Other goals and objectives considered in the study include:

- The proposed rates should be sufficient to fund stormwater system operation and capital projects included in the City's five-year plan that were identified in the City's 2024 Strategic Plan addressing reductions in annual nutrient loading to the Banana River Lagoon and reducing flood events.
- The proposed rates should allow the utility to maintain a financial position that is both sustainable and consistent with performance criteria established by the City and based on utility industry standards;
- The proposed rates should comply with rate covenant requirements associated with future borrowings; and
- The proposed rates should be based on full cost recovery principles.

Honorable Mayor and Members of the City Commission
City of Cocoa Beach
May 2, 2024
Page 2

The proposed rates and charges for stormwater service are designed to meet the goals and objectives outlined above and should be sufficient to provide for the recovery of the total costs anticipated for the System.

Following this letter, we have provided a summary report, which briefly summarizes the results of our study and outlines our recommendations and conclusions.

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation during this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Henry L. Thomas
Vice President

Michelle Galvin
Consultant

HLT/dlc
Attachments

DRAFT

Contents

STORMWATER UTILITY SYSTEM RATE STUDY 1

 Customers, Growth, and Revenues 1

 Operating and Maintenance Expenses 2

 Capital Improvement Plan 4

 Existing and Proposed Debt 4

 Cash Balances 5

 Conclusions and Recommendations 6

DRAFT

TABLES

Table 1: Summary of Stormwater Accounts & Rate Revenues Under Existing Rates

Table 2: Projection of Other Operating Revenues

Table 3: Historical and Projected Operating Budget

Table 4: Summary of Projected Escalation Factors

Table 5: Summary of Additional Personnel

Table 6: Capital Improvement Program and Funding Plan

Table 7: Summary of Existing Debt Service Payments

Table 8: Projection of Ending Cash Balances and Interest Income

Table 9: Projected Stormwater System Revenue Requirements

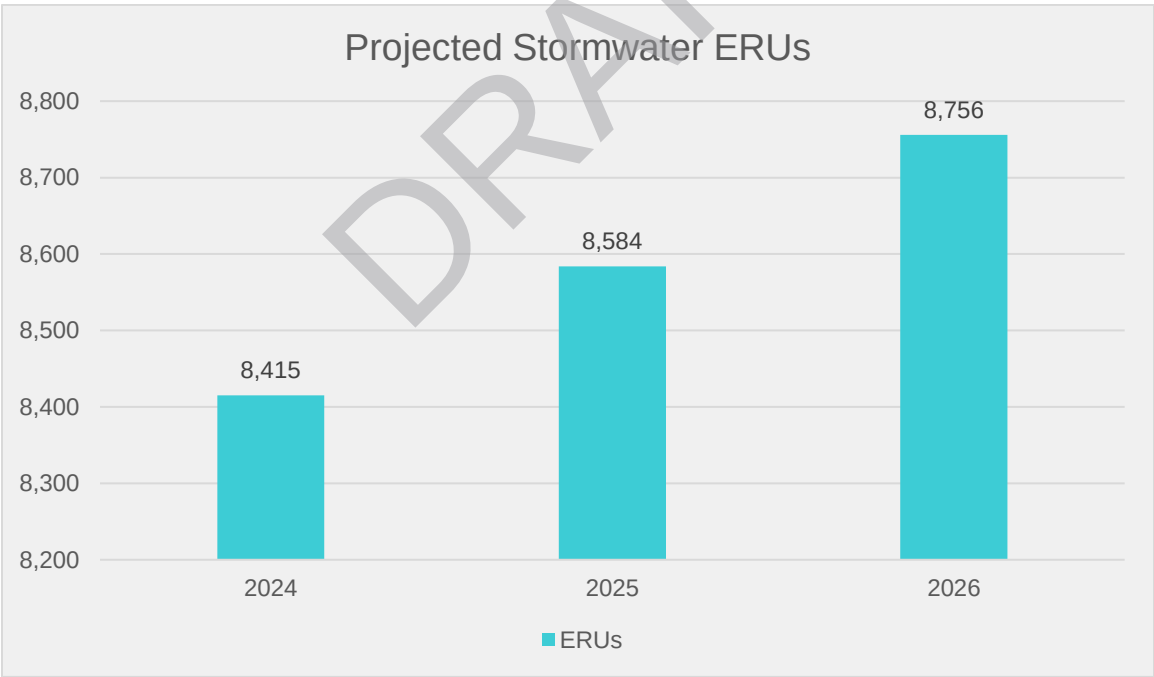
Table 10: Projection of Debt Service Coverage Compliance

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STORMWATER UTILITY SYSTEM RATE STUDY

Customers, Growth, and Revenues

The City currently provides stormwater service to approximately 9,400 customer accounts comprising approximately 8,400 Equivalent Residential Units (ERUs). One ERU is currently defined as 2,900 square feet of impervious area. An impervious surface can be generally defined as hard artificial structures that impede the entry of water into the ground thereby causing the water to run off. Common examples can include home and building foundations, paved or highly compacted driveways, parking lots, roofs, etc. The City bills for stormwater service on the monthly utility bill for \$8.96 per ERU with single family residential customers being charged as one ERU per property, multi-family residential customers being charged 0.5 ERUs per dwelling unit, and nonresidential customers being billed on an ERU basis predicated on the measured impervious area associated with each specific property. Projected revenues from rates for the stormwater system were based on the existing rate effective October 1, 2020. In order to calculate projected revenues from rates for the Forecast Period, the existing fiscal year 2024 rates were applied to the current and projected billing statistics. Based on discussions with City Staff, the growth projections included in this analysis recognize an average annual growth in ERUs of approximately two percent (2.0%), with an average of approximately 170 additional ERUs being added per year by the end of the Forecast Period, as shown in Table 1. A projection of ERUs for the Forecast Period is shown in the chart below.



Based on these assumptions, system revenues at existing rates are estimated to increase from approximately \$900,000 to \$941,000 per year over the Forecast Period. The System also collects about \$68,000 of miscellaneous fees per year, including late fees, interest earnings, and a transfer from other funds as shown on Table 2.

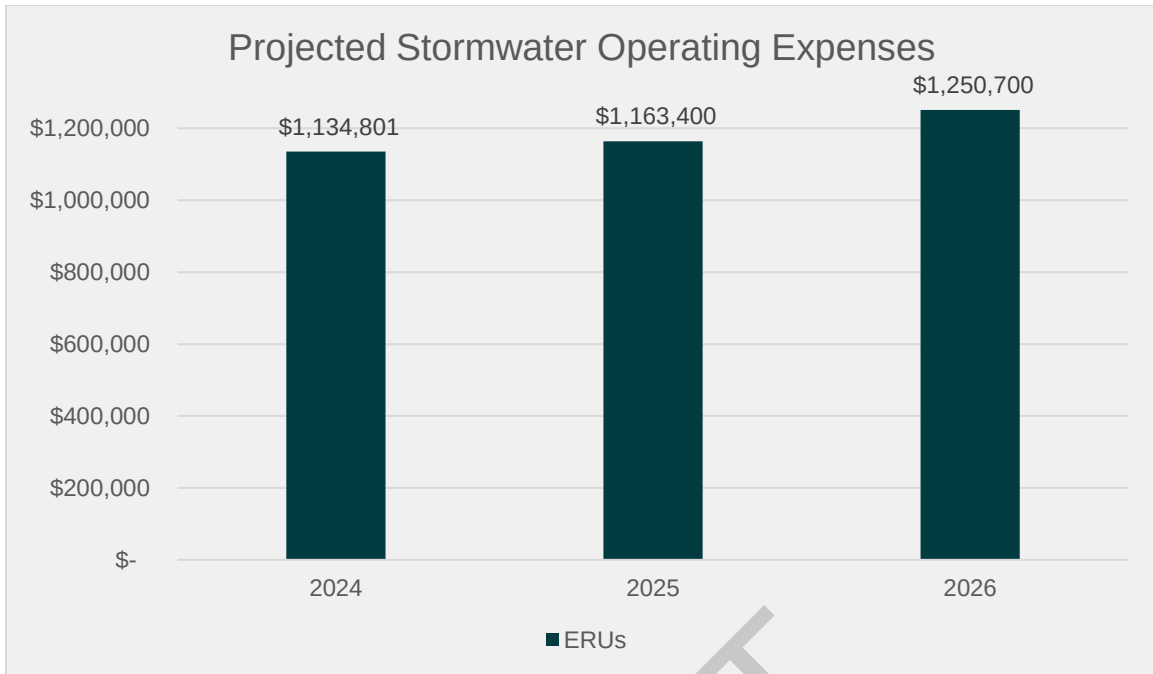
Operating and Maintenance Expenses

The fiscal year 2024 operating budget served as the basis for the operating expense projections for the remainder of the Forecast Period. Adjustments were made to the fiscal year 2024 operating budget to exclude capital expenditures, which were accounted for separately in our analysis. Professional service expenditures were reduced in fiscal year 2024 below the adopted budget to account for related capital expenditures being pushed back into later years. Operation and maintenance expenses are projected to increase by an annual average of approximately 6.5% per year from fiscal year 2024 operating budget levels and are shown in detail on Table 3. The overall increase over the Forecast Period in projected operating expenses was based upon assumptions corresponding to several escalation factors and the nature of the expense are shown on Table 4. A few of the major factors are shown below:

1. Labor – 3.5% per Year
2. Health Insurance – 5.0% per Year
3. Consumer Price Index (CPI) – 2.3% per Year
4. Maintenance – 5.0% per Year
5. Additional Personnel – One additional position is anticipated to be filled during the Forecast Period in fiscal year 2026 for an additional cost of approximately \$58,000 per year)

Additionally, two operating cost related transfers to the City's General Fund to reimburse the fund for administrative, information technology, and other costs associated with benefits the System receives as well as a payment in lieu of property taxes is projected as part of the operating and maintenance expenses. These transfers total to approximately \$209,000 in the fiscal year 2024 budget and are projected to remain consistent throughout the Forecast Period.

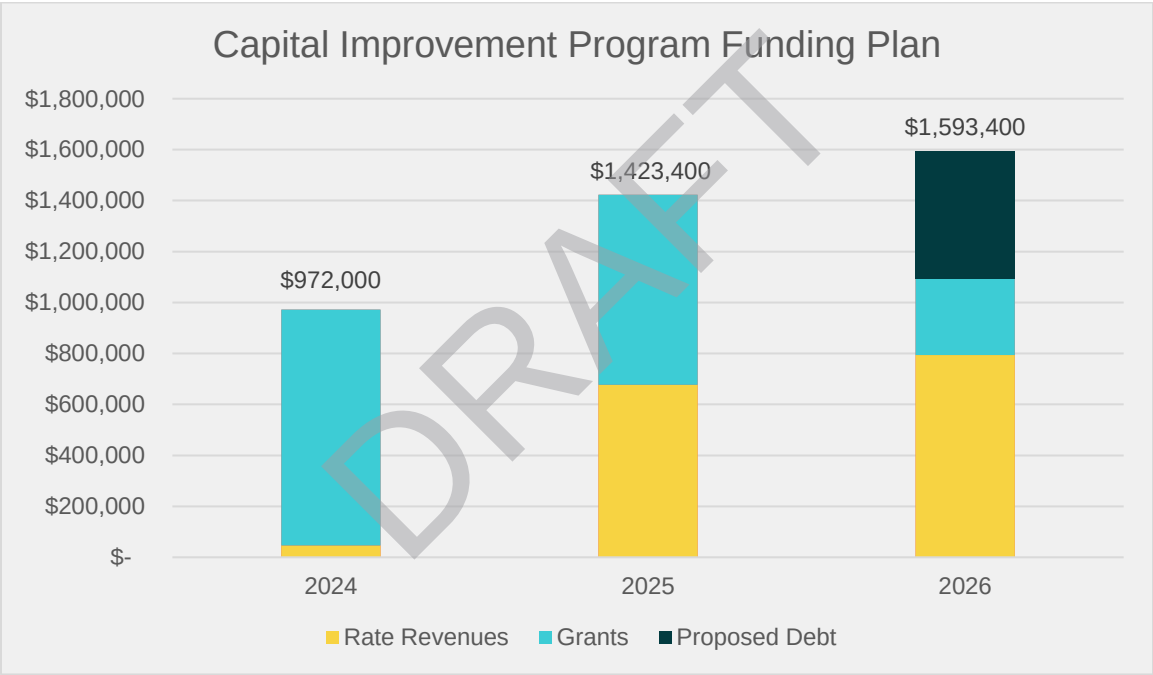
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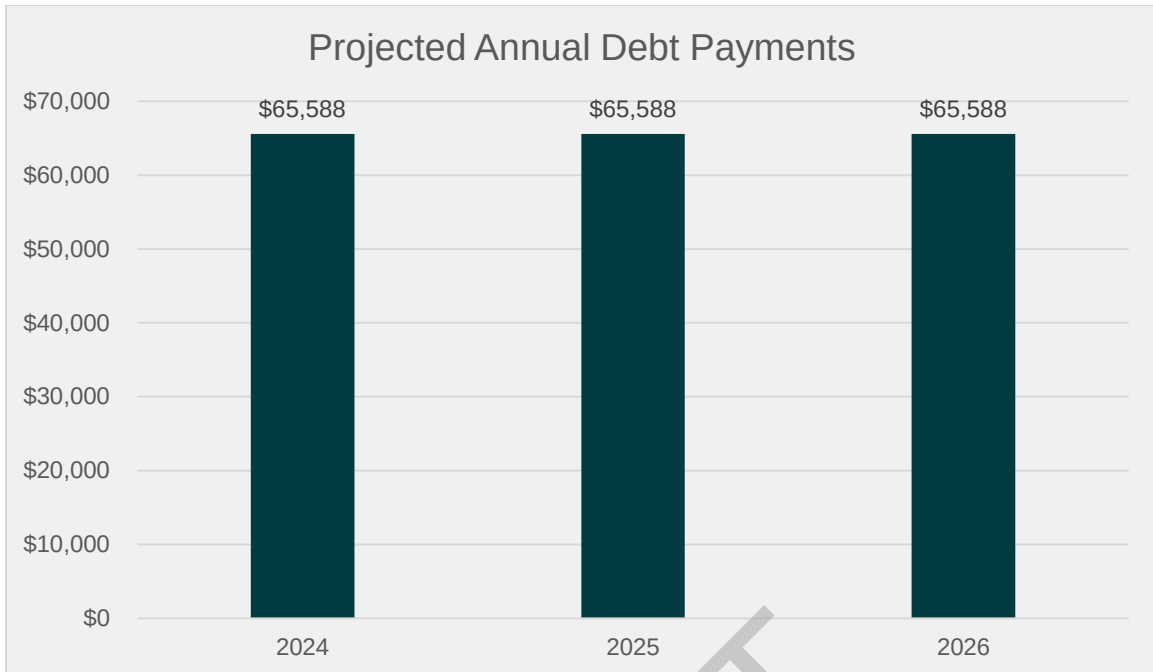
Capital Improvement Plan

The Capital Improvement Plan (CIP) utilized in this analysis was based on the fiscal years 2024 – 2028 CIP as provided by City. These projects are necessary to meet the City’s strategic goals of reducing annual nutrient loading to the Banana River Lagoon and reducing the number of flood events throughout the City as outlined in the 2024 Strategic Plan. A major cost component of the CIP is the Cedar, Woodland, Brevard Ave, and 2nd St. Improvements which is anticipated to be funded through a proposed SRF loan. The majority of the \$9 million improvement is anticipated in fiscal years 2027 and 2028 and while this falls outside of the Forecast Period, the anticipated annual debt service has been considered in the proposed rates as discussed further in this report. Other capital improvements necessary to meet the City’s strategic goals include Ramp Road Park Improvements, Cocoa Isles Blvd Bam Dry Pond, and Basin A Flood Improvements. The benefits of the capital investments include improving environment and system resiliency. The financial forecast assumes that the remainder of the stormwater projects on the CIP, as shown on Table 6, will be funded through a combination of grants and rate revenues. Below are the annual funding amounts by funding source.



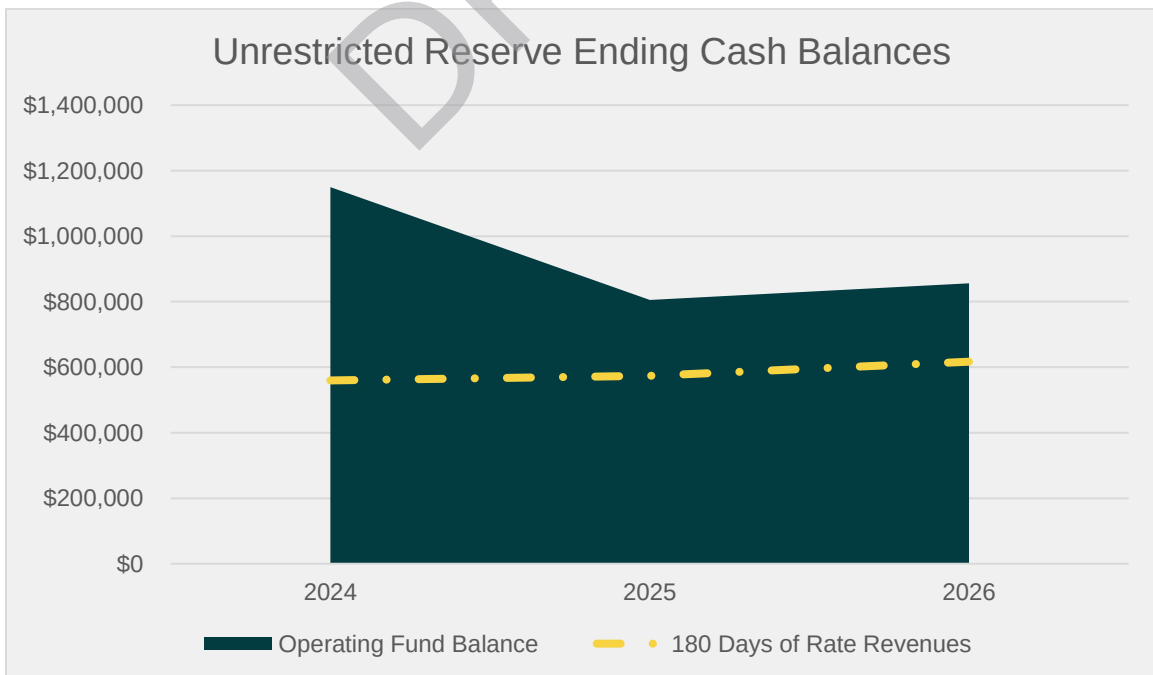
Existing and Proposed Debt

The System currently has one SRF debt outstanding, Series 2015 WW050621, with an annual debt payment of \$65,588 and anticipated payoff in FY 2037. As mentioned in the previous section, in order to fund the CIP, a proposed SRF loan was assumed based on discussion with City staff. With the full borrowing amount assumed at \$9 million, the proposed annual debt service is \$569,500 and is assumed to start in fiscal year 2029. Although this debt service falls outside of the Forecast Period, these amounts have been considered in the proposed rate adjustment plan as discussed further in this report. The annual debt service payments projected for the Forecast Period can be seen on the chart below.



Cash Balances

Based on discussions with City Staff a target minimum balance in the Stormwater Operating Fund of 180 days of rate revenue was assumed. This reserve is intended to be a resource in the event of unforeseen contingencies, storm events, and changes in planned operating and capital project costs. As can be seen in Table 8 the City is projected to meet this minimum target in all years of the Forecast Period.



Conclusions and Recommendations

Based on the projected operating expenditure needs of the stormwater system and the projected funding plan for the CIP, it is estimated that the revenues at existing rates will be insufficient to meet the projected expenditures of the System, as shown in Tables 8 and 9. The projected operating results set forth herein assume the adoption of the proposed rate adjustments. Below is a summary of the proposed rate adjustments, along with certain projected financial operating results.

Summary of Projected Rate Adjustments and Key Operating Results

Description	Fiscal Year Ending September 30,		
	2024	2025	2026
Annual Rate per Equivalent Residential Unit	\$11.64	\$15.13	\$19.66
System Revenue Surplus/(Deficiency)	(\$200,204)	(\$344,178)	\$50,912
Operating Fund (Ending Balance)	\$1,149,796	\$805,618	\$856,530
Days of Cash (Target of 180 Days of Revenue)	370	253	250
All-In Debt Service Coverage (Target 1.50)	(1.34)	6.07	13.50

This study has determined that rate adjustments are necessary not only to address the inflationary impacts on the O&M since the last rate adjustments in FY 2021, but also to provide for significant CIP fundings necessary to meet strategic goals outlined in the City's Stormwater Master Plan and maintaining adequate reserve fund balances. The City's first stormwater strategic goal is to reduce annual nutrient loading (nitrogen and phosphorous) to the Banana River Lagoon by meeting the required Basin Management Action Plan (BMAP) load reductions by 2035. The second goal is to improve and enhance flood mitigation in flood-prone areas by reducing the number of flood events that impact properties and infrastructure throughout the City. The City's Stormwater Master Plan identified projects which are used to determine the CIP and aimed to meet the strategic goals. The rate adjustments outlined in this report will help achieve the goals and prevent the deferment of projects or maintenance. The City's strategic investments will yield significant environmental improvements to the Banana River Lagoon and increase system resiliency by reducing the number of flood events.

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TABLES

Table 1: Summary of Stormwater Accounts & Rate Revenues Under Existing Rates

Table 2: Projection of Other Operating Revenues

Table 3: Historical and Projected Operating Budget

Table 4: Summary of Projected Escalation Factors

Table 5: Summary of Additional Personnel

Table 6: Capital Improvement Program and Funding Plan

Table 7: Summary of Existing Debt Service Payments

Table 8: Projection of Ending Cash Balances and Interest Income

Table 9: Projected Stormwater System Revenue Requirements

Table 10: Projection of Debt Service Coverage Compliance

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City of Cocoa Beach
2024 Stormwater Rate Study

Table 1: Summary of Stormwater Accounts & Rate and Revenues Under Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026
Accounts				
Single Family (Dwelling Units)	4,812	4,908	5,006	5,106
Multi-Family (Dwelling Units)	1,916	1,954	1,993	2,033
Commercial (ERUs)	2,480	2,530	2,581	2,633
ERUs - Existing Rate Structure				
Growth		165	169	172
Single Family	4,812	4,908	5,006	5,106
Multi-Family	958	977	997	1,017
Commercial	2,480	2,530	2,581	2,633
Total ERUs	8,250	8,415	8,584	8,756
Annual Revenue				
Single Family	\$517,400	\$527,700	\$538,200	\$549,000
Multi-Family	103,000	105,000	107,100	109,300
Commercial	266,600	272,000	277,500	283,100
Total Revenue	\$887,000	\$904,700	\$922,800	\$941,400

**City of Cocoa Beach
2024 Rate Study
Table 2: Projection of Other Operating Revenues**

Account #	Description	FY 2024 Budget	Adjustments	Adjusted FY 2024	Escalation References	FY 2025	FY 2026
441-4400							
	INTERGOVERNMENTAL REVENUES						
441-4400-331.35-00	Federal Grants	\$325,000	(\$325,000)	\$0	Constant	\$0	\$0
441-4400-334.1-20	State Grants (includes SRF funding)	275,000	(275,000)	0	Constant	0	0
441-4400-337.25-00	Water Management District Federal Grants	200,000	(200,000)	0	Constant	0	0
441-4400-331.35-00	Federal Grants	602,500	(602,500)	0	Constant	0	0
	Subtotal Intergovernmental Revenues	\$1,402,500	(\$1,402,500)	\$0		\$0	\$0
	CHARGES FOR SERVICES						
441-4400-343.70-10	Charges	\$886,000	(\$886,000)	\$0	CPI	\$0	\$0
441-4400-343.80-10	Late Fees	8,000	0	8,000	Constant	8,000	8,000
	Subtotal Charges for Services	\$894,000	(\$886,000)	\$8,000		\$8,000	\$8,000
	MISCELLANEOUS REVENUES						
441-4400-361.10-00	Interest on Pooled Funds	\$50	\$0	\$50	Constant	\$100	\$100
441-4400-361.20-00	Interest on Investments	10,000	19,200	29,200	Calculated	24,600	24,200
441-4400-361.90-00	Market Unrealized Gain/Loss	0	0	0	Constant	0	0
441-4400-369.40-00	Collection Agency & Other	0	0	0	Constant	0	0
	Subtotal Miscellaneous Revenues	\$10,050	\$19,200	\$29,250		\$24,700	\$24,300
	OTHER RECEIPTS						
441-4400-381.10-40	Transfer from Other Fund	\$60,000	\$0	\$60,000	Constant	\$60,000	\$60,000
441-4400-384.10-00	Loan Proceeds	1,420,839	(\$1,420,839)	0	Constant	0	0
	Subtotal Other Receipts	\$1,480,839	(\$1,420,839)	\$60,000		\$60,000	\$60,000
	Total Revenues	\$3,787,389	(\$3,690,139)	\$97,250		\$92,700	\$92,300
	Funds Forward						
441-4400-389.99-20	Appropriated Retained Earnings	\$816,392	(\$816,392)	\$0	CPI	\$0	\$0
	Total Funds Forward	\$816,392	(\$816,392)	\$0		\$0	\$0
	Total Sources	\$4,603,781	(\$4,506,531)	\$97,250		\$92,700	\$92,300

City of Cocoa Beach
2024 Rate Study
Table 3: Historical and Projected Operating Budget

Account #	Description	FY 2021 Actual	FY 2022 Estimated	FY 2023 Budget	Adjustments	Adjusted FY 2023	FY 2024 Budget	Adjustments	Adjusted FY 2024	Escalation References	FY 2025	FY 2026
441-4420-538	Operations											
	Personnel Services											
441-4420-538-12-12	Regular	\$173,004	\$218,509	\$286,335	\$0	\$286,335	\$336,267	\$0	\$336,267	Labor	\$348,000	\$360,200
	Additional Personnel						0	0	0		0	58,000
441-4420-538-12-15	Additional pay	0	540	0	0	0	0	0	0	Labor	0	0
441-4420-538-13-10	Part Time	0	0	0	0	0	0	0	0	Labor	0	0
441-4420-538-14-00	Overtime	0	287	1,000	0	1,000	1,000	0	1,000	Labor	1,000	1,000
441-4420-538-21-00	FICA Taxes	12,546	16,486	21,904	0	21,904	25,801	0	25,801	Labor	26,700	27,600
441-4420-538-22-10	General Employees Pension	(1)	17,665	18,682	0	18,682	31,200	0	31,200	Labor	32,300	33,400
441-4420-538-23-10	Group Hospitalization	53,502	45,997	76,596	0	76,596	82,341	0	82,341	Ins-Health	86,500	90,800
441-4420-538-23-20	Group Life	648	689	293	0	293	307	0	307	Ins-Health	300	300
441-4420-538-23-30	Dental Plan	1,399	1,236	1,590	0	1,590	1,668	0	1,668	Ins-Health	1,800	1,900
441-4420-538-24-00	Workers Compensation	2,893	4,922	5,592	0	5,592	5,592	0	5,592	Labor	5,800	6,000
441-4420-538-26-00	Fitness & Wellness	120	288	600	0	600	600	0	600	Labor	600	600
	Total Personnel Services	\$244,111	\$306,619	\$412,592	\$0	\$412,592	\$484,776	\$0	\$484,776		\$503,000	\$579,800
	Operating											
441-4420-538-31-00	Professional Services	\$98,415	\$47,326	\$197,879	\$0	\$197,879	\$750,000	(\$690,000)	\$60,000	CPI	\$61,400	\$62,800
441-4420-538-31-10	GIS Services	0	0	0	0	0	100,000	0	100,000	CPI	102,300	104,700
441-4420-538-31-99	Payroll Processing Fees	0	0	0	0	0	1,413	0	1,413	CPI	1,400	1,400
441-4420-538-34-40	Support Services	67,623	93,861	141,455	0	141,455	132,723	0	132,723	CPI	135,800	138,900
441-4420-538-34-90	IT, Operating Services	8,425	9,268	3,445	(3,445)	0	0	0	0	CPI	0	0
441-4420-538-34-95	IT, Capital Contribution	1,122	1,234	1,122	2,655	3,777	0	0	0	CPI	0	0
441-4420-538-40-00	Travel & Per Diem	0	0	2,605	0	2,605	2,605	0	2,605	CPI	2,700	2,800
441-4420-538-43-10	Electric	4,302	6,039	5,800	0	5,800	7,450	0	7,450	CPI	7,600	7,800
441-4420-538-43-20	Water/Sewer	270	264	500	0	500	1,155	0	1,155	CPI	1,200	1,200
441-4420-538-44-30	Equipment Rental/Lease	0	0	0	0	0	0	0	0	CPI	0	0
441-4420-538-46-10	Equipment Maintenance	38	0	5,000	0	5,000	1,000	0	1,000	Maintenance	1,100	1,200
441-4420-538-46-30	Fleet, Maintenance & Services	9,850	10,835	9,850	(8,260)	1,590	0	0	0	Maintenance	0	0
441-4420-538-46-35	Fleet, Capital Contribution	26,818	79,200	145,000	(31,289)	113,711	0	0	0	CPI	0	0
441-4420-538-48-00	Promotional	0	0	0	0	0	7,650	0	7,650	CPI	7,800	8,000
441-4420-538-51-00	Office Supplies	467	188	500	0	500	750	0	750	CPI	800	800
441-4420-538-52-10	Gas & Oil	0	201	4,500	0	4,500	5,250	0	5,250	CPI	5,400	5,500
441-4420-538-52-20	Uniforms	1,189	1,015	2,880	0	2,880	2,880	0	2,880	CPI	2,900	3,000
441-4420-538-52-50	Other	15,885	10,517	20,700	0	20,700	17,200	0	17,200	CPI	17,600	18,000
441-4420-538-53-30	Street Maintenance	3,303	0	1,500	0	1,500	1,500	0	1,500	Maintenance	1,600	1,700
441-4420-538-53-50	Manhole Maintenance	1,370	3,859	3,300	0	3,300	3,300	0	3,300	Maintenance	3,500	3,700
441-4420-538-54-10	Publications & Membership	1,117	600	2,000	0	2,000	1,000	0	1,000	CPI	1,000	1,000
441-4420-538-54-20	Training & Education	2,753	3,993	5,830	0	5,830	5,550	0	5,550	CPI	5,700	5,800
441-4420-581-34-95	IT Capital Allocation	0	0	0	0	0	3,777	0	3,777	CPI	3,900	4,000
	Total Operating	\$242,947	\$268,400	\$553,866	(\$40,339)	\$513,527	\$1,045,203	(\$690,000)	\$355,203		\$363,700	\$372,300
	Capital Outlay											
441-4420-538-63-20	Infrastructure	\$273,855	\$425,664	\$470,000	(\$470,000)	\$0	\$1,850,000	(\$1,850,000)	\$0	CPI	\$0	\$0
441-4420-538-64-20	Furniture & Equipment	0	0	0	0	0	47,000	(47,000)	0	CPI	0	0
	Total Capital Outlay	\$273,855	\$425,664	\$470,000	(\$470,000)	\$0	\$1,897,000	(\$1,897,000)	\$0		\$0	\$0
	Total Operations Department	\$760,913	\$1,000,683	\$1,436,458	(\$510,339)	\$926,119	\$3,426,979	(\$2,587,000)	\$839,979		\$866,700	\$952,100
441-9000-519	General Appropriations											
	Operating											
441-9000-519-34-50	Administrative Services	\$65,691	\$86,426	\$69,990	\$0	\$69,990	\$69,990	\$0	\$69,990	CPI	\$71,600	\$73,200
441-9000-519-36-30	Net Pension Expense	0	0	0	0	0	0	0	0	Labor	0	0
441-9000-519-45-05	General Liability	8,523	10,519	9,028	0	9,028	9,028	0	9,028	CPI	9,200	9,400
441-9000-519-45-10	Auto Liability	905	1,283	700	0	700	721	0	721	CPI	700	700
441-9000-519-45-15	Property	2,519	4,359	2,714	0	2,714	5,020	0	5,020	CPI	5,100	5,200
441-9000-519-45-30	Flood Insurance	0	0	1,000	0	1,000	1,000	0	1,000	CPI	1,000	1,000
	Total Operating	\$77,638	\$102,587	\$83,432	\$0	\$83,432	\$85,759	\$0	\$85,759		\$87,600	\$89,500
	Debt Service											
441-9000-519-71-00	Principal	\$157,301	\$58,742	\$59,150	(\$59,150)	\$0	\$59,561	(\$59,561)	\$0	Constant	\$0	\$0
441-9000-519-72-00	Interest	10,587	6,846	6,439	(6,439)	0	6,027	(6,027)	0	Constant	0	0
	Total Debt Service	\$167,888	\$65,588	\$65,589	(\$65,589)	\$0	\$65,588	(\$65,588)	\$0		\$0	\$0
	Transfers											
441-9000-519-91-45	Payment on Utilities Advance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Constant	\$0	\$0
441-9000-519-94-50	I/F Administrative Services	0	0	0	0	0	113,711	0	113,711	Constant	113,700	113,700
441-9000-519-91-10	To General Fund	0	0	0	0	0	95,352	0	95,352	Constant	95,400	95,400
	Total Transfers	\$0	\$0	\$0	\$0	\$0	\$209,063	\$0	\$209,063		\$209,100	\$209,100
	Total General Appropriations	\$245,526	\$168,175	\$149,021	(\$65,589)	\$83,432	\$360,410	(\$65,588)	\$294,822		\$296,700	\$298,600
	Reserves											
441-9000-590-90-10	Reserved for Future Appropriations	\$989,808	\$611,671	\$767,120	(\$767,120)	\$0	\$816,392	(\$816,392)	\$0	Constant	\$0	\$0
	Total Reserves	\$989,808	\$611,671	\$767,120	(\$767,120)	\$0	\$816,392	(\$816,392)	\$0		\$0	\$0
	Total Stormwater Budget	\$1,996,247	\$1,780,529	\$2,352,599	(\$1,343,048)	\$1,009,551	\$4,603,781	(\$3,468,980)	\$1,134,801		\$1,163,400	\$1,250,700

City of Cocoa Beach
2024 Stormwater Rate Study
Table 4: Summary of Projected Escalation Factors

Description	Reference	FY 2024	FY 2025	FY 2026
Inflation (CPI)	CPI	2.3%	2.3%	2.3%
Personal Services	Labor	3.5%	3.5%	3.5%
Health Insurance	Ins-Health	5.0%	5.0%	5.0%
Maintenance	Maintenance	5.0%	5.0%	5.0%
Constant	Constant	0.0%	0.0%	0.0%
Placeholder		0.0%	0.0%	0.0%

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City of Cocoa Beach
2024 Rate Study
Table 5: Summary of Additional Personnel

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Maintenance Worker 1					
Additional Personnel	0	0	1	0	0
Cumulative Personnel	0	0	1	1	1
Percent 1st Year Budgeted	100%	100%	100%	100%	100%
Initial Salary Including Benefits	\$58,000	\$58,000	\$58,000	\$58,000	\$58,000
Escalation Factor		3.50%	3.50%	3.50%	3.50%
Total Cost	\$0	\$0	\$58,000	\$60,000	\$62,000
Annual Cost	\$0	\$0	\$58,000	\$60,000	\$62,000
Placeholder					
Additional Personnel	0	0	0	0	0
Cumulative Personnel	0	0	0	0	0
Percent 1st Year Budgeted	100%	100%	100%	100%	100%
Initial Salary Including Benefits	\$58,000	\$58,000	\$58,000	\$58,000	\$58,000
Escalation Factor		3.50%	3.50%	3.50%	3.50%
Total Cost	\$0	\$0	\$0	\$0	\$0
Annual Cost	\$0	\$0	\$0	\$0	\$0
Total Additional Personnel	\$0	\$0	\$58,000	\$60,000	\$62,000

**City of Cocoa Beach
2024 Rate Study
Table 6: Capital Improvement Program and Funding Plan**

Description	Funding Source	2024	2025	2026	2027	2028	Total
Stormwater Utility Enterprise Fund							
Cedar/Woodland/Brevard Ave./2nd St. Improvements	SRF 2026	\$0	\$0	\$500,000	\$4,250,000	\$4,250,000	\$9,000,000
Cedar/Woodland/Brevard Ave./2nd St. Improvements	Rates	0	460,000	0	0	0	460,000
Slip Lining of Existing SW Infrastructure	Grants	325,000	0	0	0	0	325,000
Ramp Road Park SW Improvements	Grants	0	746,000	300,000	0	0	1,046,000
Ramp Road Park SW Improvements	Rates	0	0	350,000	0	0	350,000
Golf Pond Aquatic Vegetation Harvesting	Grants	600,000	0	0	0	0	600,000
Basin A Flood Improvements	Rates	0	160,500	261,000	271,000	280,000	972,500
Brevard Ave S From 9th Street S to 11th Street S Stormwater Improvements	Rates	0	0	0	64,000	138,000	202,000
Indian Village Trail at A1A Improvements	Rates	0	0	0	64,000	138,000	202,000
St. Lucie Gardens Dry Pond Project	Rates	0	0	43,000	76,500	138,000	257,500
Cocoa Isles Blvd Bam Dry Pond	Rates	0	56,900	53,600	55,400	110,000	275,900
Cocoa Isles Blvd Bam Dry Pond	Grants	0	0	0	0	215,000	215,000
Bahama Blvd Bam Swale	Rates	0	0	59,000	55,500	57,500	172,000
Minor BMPs, Sales, Exfiltration	Rates	0	0	0	27,700	28,700	56,400
Structural Rehabilitation	Rates	0	0	26,800	27,700	28,700	83,200
Brightwaters Dorset Outfall System Improvement	Rates	0	0	0	0	69,500	69,500
La Riviere Road Bam Dry Pond	Rates	0	0	0	0	63,500	63,500
Aucila Road BAM Exfiltration Pipe	Rates	0	0	0	0	0	0
Boca Ciega Road Bam Exfiltration Pipe	Rates	0	0	0	0	0	0
Swale Renourishment & Construction	Rates	0	0	0	0	0	0
South Banana River Blvd Improvements	Rates	0	0	0	0	0	0
June Drive BAM Dry Pond	Rates	0	0	0	0	0	0
Crystal River BAM Dry Pond	Rates	0	0	0	0	0	0
Brevard Ave South & 4th Street South Improvements	Rates	0	0	0	0	0	0
4th ST South & Yawl/Sloop/Riverview/Corona Improvements	Rates	0	0	0	0	0	0
Basin I Flood Improvements	Rates	0	0	0	0	0	0
South Basin E Flood Improvements	Rates	0	0	0	0	0	0
Brightwaters Drive BAM Exfiltration Pipe	Rates	0	0	0	0	0	0
Manatee Lane BAM Dry Pond	Rates	0	0	0	0	0	0
Stormwater Work Boat	Rates	47,000	0	0	0	0	47,000
Vac Truck	Rates	0	0	0	425,000	0	425,000
Vulnerability Study	Rates	0	0	0	0	0	0
Total		\$972,000	\$1,423,400	\$1,593,400	\$5,316,800	\$5,516,900	\$14,822,500
Funding Sources							
Rate Revenues	Rates	\$47,000	\$677,400	\$793,400	\$1,066,800	\$1,051,900	\$3,636,500
Operating Fund	Op Fund	0	0	0	0	0	0
Grants	Grants	925,000	746,000	300,000	0	215,000	2,186,000
Existing Loans	Existing Debt	0	0	0	0	0	0
Proposed Debt SRF 2023	SRF 2023	0	0	0	0	0	0
Proposed Debt SRF 2024	SRF 2024	0	0	0	0	0	0
Proposed Debt SRF 2026	SRF 2026	0	0	500,000	4,250,000	4,250,000	9,000,000
Proposed Debt SRF 2027	SRF 2027	0	0	0	0	0	0
Proposed Debt SRF 2028	SRF 2028	0	0	0	0	0	0
Total		\$972,000	\$1,423,400	\$1,593,400	\$5,316,800	\$5,516,900	\$14,822,500

City Of Cocoa Beach

2024 Rate Study

Table 7: Summary of Existing Debt Payments

Clean Water State Revolving Loan / Stormwater Fund Series 2015 WW050621				
Date	Fiscal Year	Principal	Interest	Total
09/30/2023	FY 2023	\$59,149.58	\$6,438.44	\$65,588.02
09/30/2024	FY 2024	59,560.98	6,027.04	65,588.02
09/30/2025	FY 2025	59,975.86	5,612.16	65,588.02
09/30/2026	FY 2026	60,394.26	5,193.76	65,588.02
09/30/2027	FY 2027	60,816.22	4,771.80	65,588.02
09/30/2028	FY 2028	61,241.82	4,346.20	65,588.02
09/30/2029	FY 2029	61,671.00	3,917.02	65,588.02
09/30/2030	FY 2030	62,103.94	3,484.08	65,588.02
09/30/2031	FY 2031	62,540.52	3,047.50	65,588.02
09/30/2032	FY 2032	62,980.90	2,607.12	65,588.02
09/30/2033	FY 2033	63,425.08	2,162.94	65,588.02
09/30/2034	FY 2034	63,873.14	1,714.88	65,588.02
09/30/2035	FY 2035	64,325.02	1,263.00	65,588.02
09/30/2036	FY 2036	64,780.84	807.18	65,588.02
09/30/2037	FY 2037	65,240.63	347.38	65,588.01
Total		\$932,079.79	\$51,740.50	\$983,820.29

City Of Cocoa Beach

2024 Rate Study

Table 8: Projection of Ending Cash Balances and Interest Income

Description	FY 2024	FY 2025	FY 2026
Stormwater Reserve Fund			
Beginning Balance	\$1,350,000	\$1,149,796	\$805,618
Transfer In/(Out) from Operating	(200,204)	(344,178)	50,912
Transfer Out to Capital Improvements	0	0	0
Ending Balance	\$1,149,796	\$805,618	\$856,530
Target Ending Balance (180 Day of O&M)	\$559,628	\$573,732	\$616,784
Days of O&M Achieved	370	253	250
Interest Income Calculation			
Unrestricted Starting Balances	\$1,350,000	\$1,149,796	\$805,618
System Rate Revenues	\$949,935	\$1,469,510	\$2,068,300
Misc. Revenues (less Interest)	68,050	68,100	68,100
Operating Expenses	(1,134,801)	(1,163,400)	(1,250,700)
Debt Service	(65,588)	(65,588)	(65,588)
Other Expenses	47,000	677,400	793,400
CIP Funding	0	0	0
System Surplus/(Deficiency)	(\$135,404)	\$986,022	\$1,613,512
Ending Unrestricted Balance	\$1,214,596	\$2,135,818	\$2,419,130
Average Unrestricted Balance	\$1,282,298	\$1,642,807	\$1,612,374
Assumed Interest Rate	1.50%	1.50%	1.50%
Calculated Interest Income	\$19,200	\$24,600	\$24,200

**City Of Cocoa Beach
2024 Rate Study**

Table 9: Projected Stormwater System Revenue Requirements

Description	FY 2024	FY 2025	FY 2026
Total Operating Expenses	\$1,134,801	\$1,163,400	\$1,250,700
Debt Service			
Existing Debt			
SRF WW050621	\$65,588	\$65,588	\$65,588
Total Existing Debt	\$65,588	\$65,588	\$65,588
Proposed Debt			
Proposed Debt SRF 2026	\$0	\$0	\$0
Total Proposed Debt	\$0	\$0	\$0
Total Debt Service	\$65,588	\$65,588	\$65,588
Other Expense/Transfers			
Capital Funded by Rates	\$47,000	\$677,400	\$793,400
Total Other Expenses/Transfers	\$47,000	\$677,400	\$793,400
Total Gross Revenue Requirements	\$1,247,389	\$1,906,388	\$2,109,688
Less Revenue from Other Sources			
Miscellaneous Revenues	\$68,050	\$68,100	\$68,100
Interest Income	29,200	24,600	24,200
Total Revenue from Other Sources	\$97,250	\$92,700	\$92,300
Net Revenue Requirements	\$1,150,139	\$1,813,688	\$2,017,388
Stormwater Revenue from Existing Rates	\$904,700	\$922,800	\$941,400
Revenue from Prior Years Adjustments		276,800	649,600
Total Current Year Revenue	\$904,700	\$1,199,600	\$1,591,000
Percent Adjustment Proposed	30.0%	30.0%	30.0%
Effective Month	Aug	Jan	Oct
% of Current Year Effective	17%	75%	100%
Total Revenue from Current Year Adjustment	\$45,235	\$269,910	\$477,300
Total Stormwater Revenue from Rates	\$949,935	\$1,469,510	\$2,068,300
Total Revenue Surplus/Deficiency	(\$200,204)	(\$344,178)	\$50,912

City Of Cocoa Beach
2024 Rate Study
Table 10: Projection of Debt Service Coverage Compliance

Description	FY 2024	FY 2025	FY 2026
Operating Revenues	\$949,935	\$1,469,510	\$2,068,300
Total Miscellaneous Revenue	\$68,050	\$68,100	\$68,100
Interest Income	29,200	24,200	0
Total Gross Revenues	\$1,047,185	\$1,561,810	\$2,136,400
Total Operating Expenses	\$1,134,801	\$1,163,400	\$1,250,700
Net Revenue for Debt Service Coverage	(\$87,616)	\$398,410	\$885,700
Debt Service			
Existing Debt			
SRF WW050621	\$65,588	\$65,588	\$65,588
Total Existing Debt	\$65,588	\$65,588	\$65,588
Total Proposed Debt	\$0	\$0	\$0
Total Debt Service	\$65,588	\$65,588	\$65,588
Debt Service Coverage			
Excluding Transfers (min target = 1.15x)	(1.34)	6.07	13.50
Other Expense/Transfers			
Capital Funded by Rates	\$47,000	\$677,400	\$793,400
Placeholder 1	0	0	0
Total Other Expenditures	\$47,000	\$677,400	\$793,400
Amount Available for Other Lawful Purposes	(\$134,616)	(\$278,990)	\$92,300

City of Cocoa Beach

Stormwater Rate Study

July 18, 2024



Agenda

- 1. Review of Study Tasks, Financial Targets, and Considerations**
- 2. Review of Analysis and Major Assumptions**
- 3. Conclusions and Recommendations**

Study Tasks and Approach

- Develop financial forecast to project stormwater system operations for fiscal years 2024 through 2026
- Evaluate historical expenditure trends and data
- Project revenues and revenue requirements
- Develop funding strategy for capital improvement program identified in the City's 2024 Strategic Plan
- Evaluate cash reserve targets and financial performance requirements
- Determine adequacy of fee revenues at existing levels

Study Goals and Considerations

- Develop plan to promote long term financial sustainability and creditworthiness
- Meet the 2024 Strategic Plan of reducing annual nutrient loading to the Banana River Lagoon and improve/enhance flood mitigation
- Maintain utility cash reserves at or above 180 days of rate revenues
- Fulfill all debt service coverage requirements
 - › All-in target of 150%
- Achieve positive/breakeven cash flow

Overview of Stormwater Utility

- City provides stormwater service to approximately 9,400 accounts
 - › Approx. 8,400 Equivalent Residential Units or “ERUs”
- Current monthly fee of \$8.96 per ERU
 - › Single Family Home = 1 ERU
 - › Multi-family Dwelling Unit = 0.5 ERU
 - › Non-residential – 1 ERU = 2,900 sq ft. of impervious area
- Impervious area can be defined as hard artificial structures that impede the entry of water into the ground thereby causing the water to runoff
 - › Common examples can include home and building foundations, pavilions, paved or highly compacted driveways, parking lots, roofs, etc.

Customers, Growth, and Revenues

- Providing service to about 9,400 accounts or 8,400 ERUs
- Annual ERU growth of approx. 2.0% per year or about 170 ERUs per year
- System revenues at existing rates about \$904,000 in FY 2024 increasing to \$941,000 by FY 2026
 - › Due to projected growth (without rate adjustments)
- Other revenues and interest income approx. \$68,000 per year

Revenue Requirements

- Operating expenses of \$1.13 million in FY 2024 increasing to \$1.25 million by FY 2026 or an average annual increase of approximately 5.0%
 - › Labor Costs: 3.5% per year / Health Insurance: 5.0% per year / Maintenance: 5.0% per year / Inflation: 2.3% per year
 - › Assumes 1 additional FTE in FY 2026
 - › General fund and indirect cost allocation transfer remaining constant at \$209,100 per year
- Capital Improvement Plan (CIP) of \$3.99 million from FY 2024 through FY 2026
- Existing debt payments of \$65,588 per year
- Using existing reserves in FY 2024 to fund projected revenue requirements
 - › Not sustainable long term as reserves become depleted

Revenue Requirements - CIP

- Total 5-Year Capital Improvement Plan (CIP) of \$14.82 million from FY 2024 through FY 2028
 - › Of which \$3.99 million from FY 2024 through FY 2026 was considered
- Major Projects:
 - › Cedar, Woodland, Brevard Ave, and 2nd St. Improvements - \$9.46 million
 - \$960,000 in FY 24 – FY 26
 - › Ramp Road Park Improvements - \$1.40 million
 - › Cocoa Isles Blvd Bam Dry Pond - \$0.49 million
 - \$110,000 in FY 24 – FY 26
 - › Basin A Flood Improvements - \$0.97 million
 - \$421,500 in FY 24 – FY 26
- These projects are necessary to meet the City's strategic goals of reducing annual nutrient loading to the Banana River Lagoon and reducing the number of flood events throughout the City

Planned Stormwater Projects - Examples



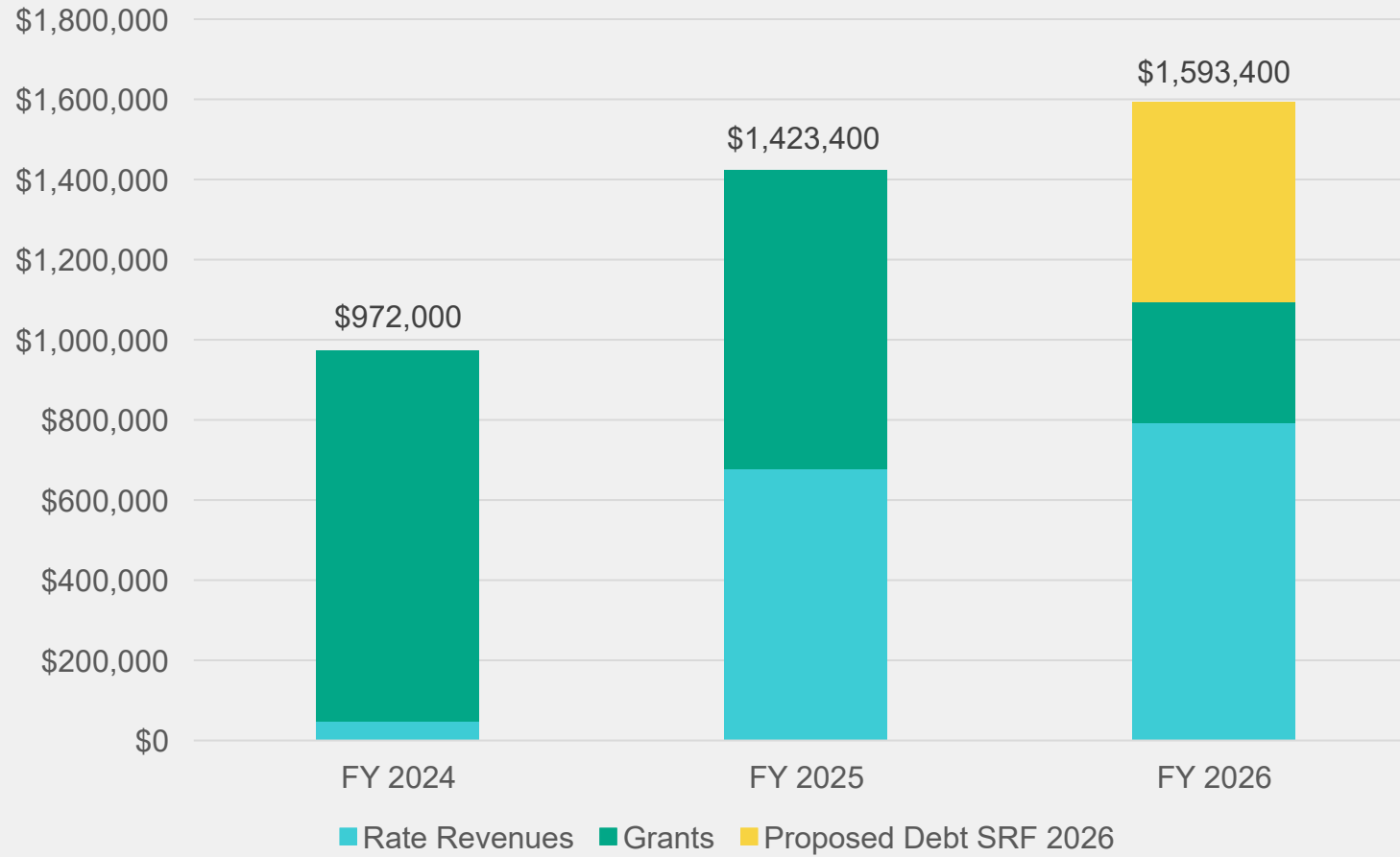
Planned Stormwater Projects - Examples



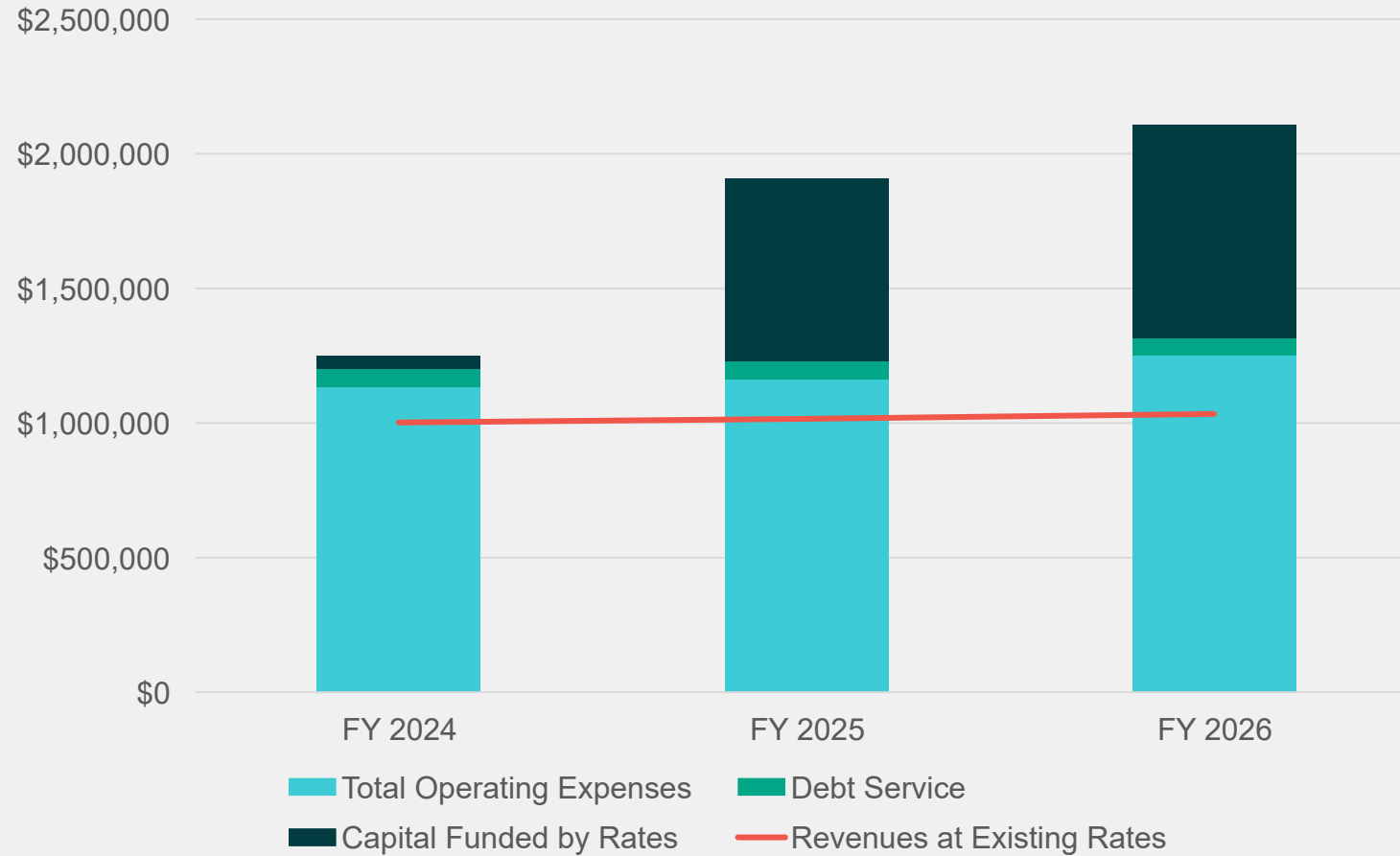
Planned Stormwater Projects - Examples



Revenue Requirements – CIP (Cont.)



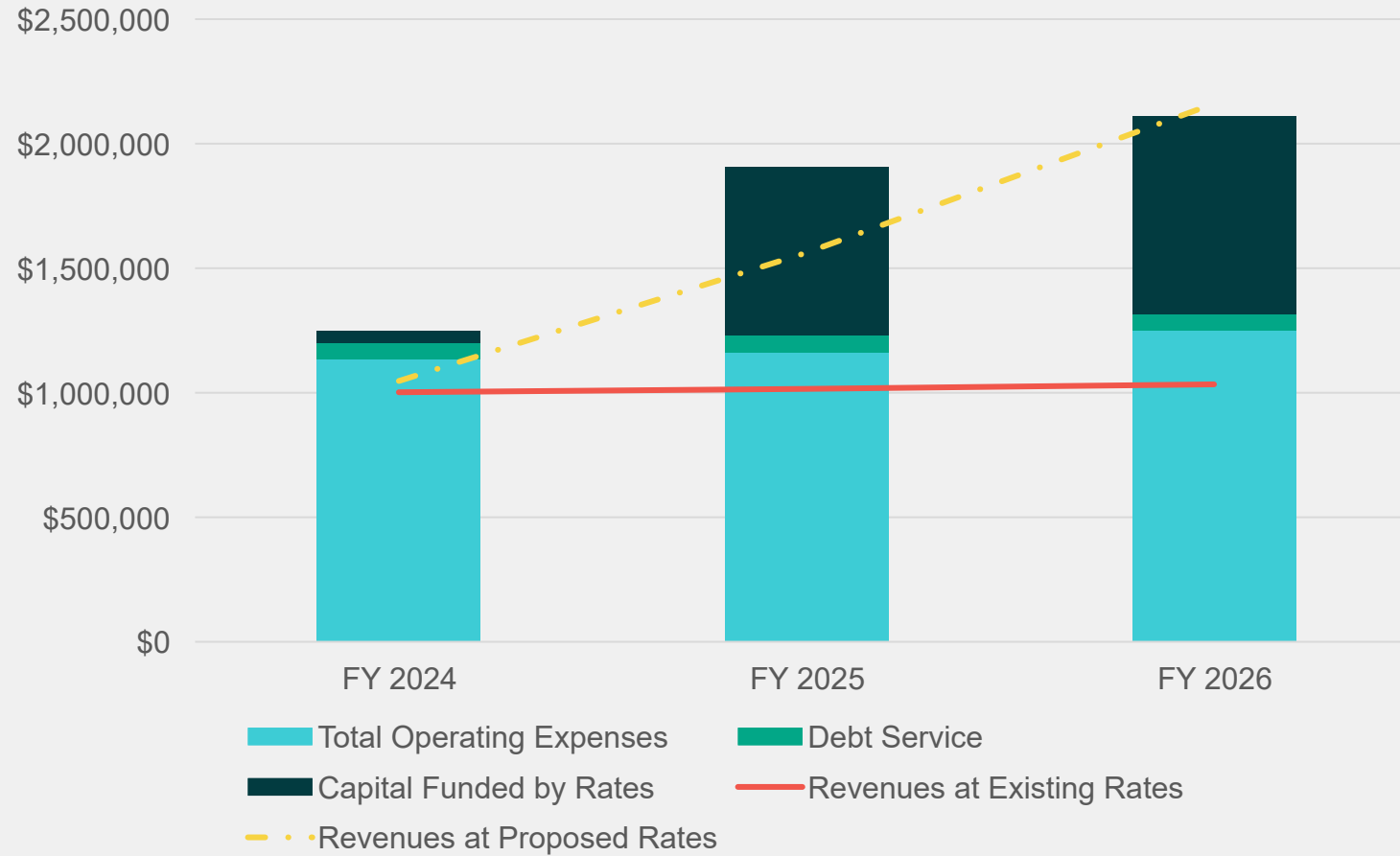
Revenue Sufficiency at Existing Rates



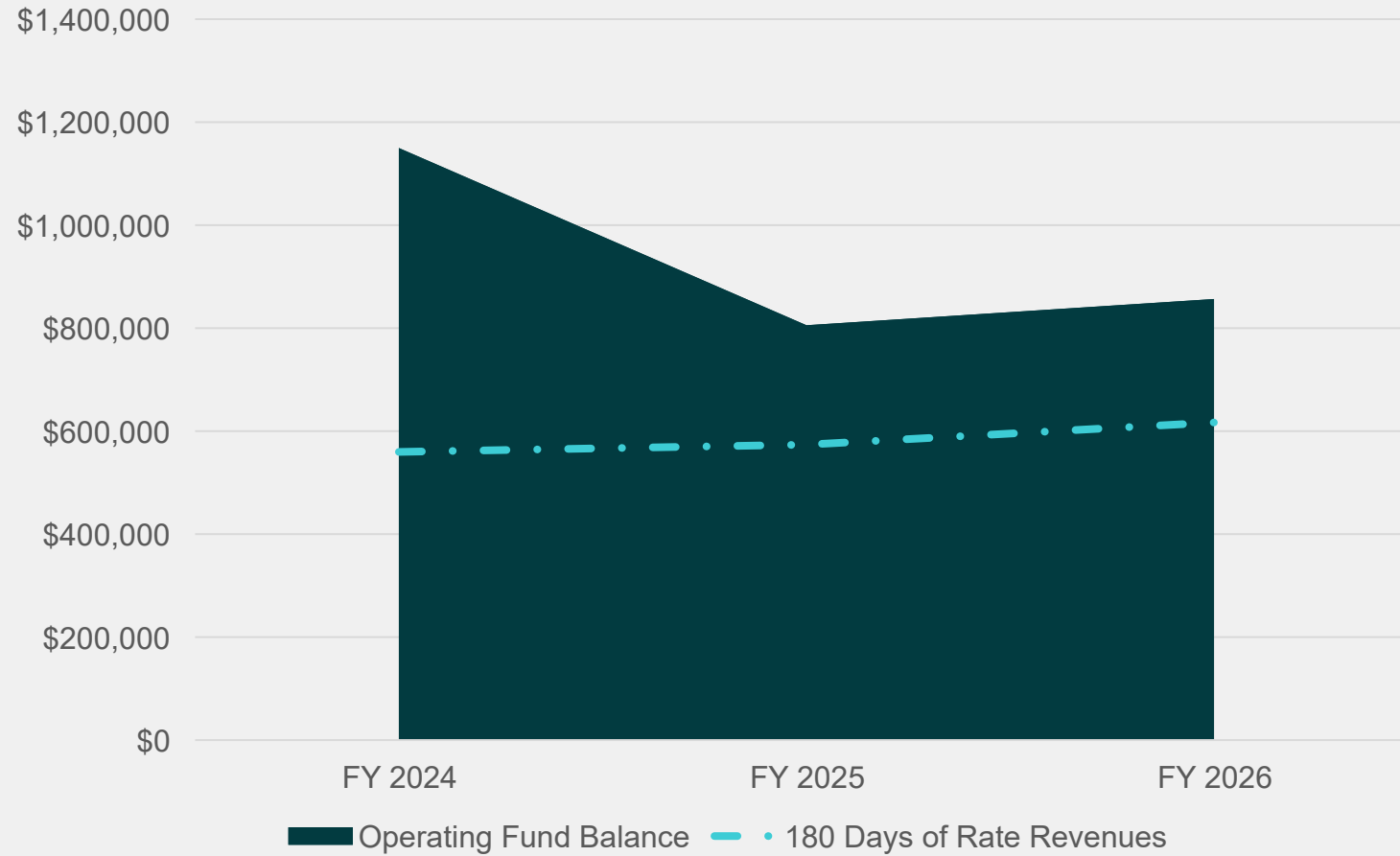
Proposed Rates

Service Type	Existing Rate	Aug 1, 2024	Jan 1, 2025	Oct 1, 2025
Single Family (Per Home)	\$8.96	\$11.64	\$15.13	\$19.66
Multi-family (Per D.U.)	4.48	5.82	7.56	9.82
Commercial per ERU	8.96	11.64	15.13	19.66

Revenue Sufficiency at Proposed Rates



Revenue Sufficiency at Proposed Rates – (cont.)



Observations

- Rates were last updated in FY 2021
 - › Large inflationary pressures on O&M over the past several years
- Significant CIP funding is necessary to meet the City's strategic goals
 - › Reduce the annual nutrient loading to the Banana River Lagoon
 - › Improve & enhance flood mitigation and reducing the number of flood events
- Reserves have been used to fund O&M and is not sustainable long-term

Recommendations and Conclusions

- Adopt the proposed stormwater rates
- Update the financial projects in FY 2025 to account for changes in customer growth, operating costs, capital needs
- Proposed rate adjustments are projected to:
 - › Fund needed capital improvement plan projects
 - › Meet strategic goals
 - › Achieve positive operating cashflow by the end of the forecast period
 - › Maintain operating and capital reserves at targeted levels

Q&A



Thank you!

Contact: Henry Thomas
hthomas@raftelis.com

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-15 A Resolution of the City Commission of the City of Cocoa Beach, adopting the Stormwater system rate review, prepared by RAFTELIS Financial Consultants, Inc. dated June 18, 2024, which provides for a review of City Stormwater Utility Rates and provides for proposed rates and financial plan for the Fiscal Year 2024 through Fiscal Year 2025 period; providing for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Yes. The rates for fiscal year 2025 are incorporated in the budget currently being prepared.

BACKGROUND:

The Stormwater System Rate Review completed June 18, 2024 outlines a financial plan and rate schedule that allows the City to meet the expenditure requirements of the Stormwater Utility System in order to fund the anticipated operating and capital needs of the System.

To comply with the rate covenant requirements of the City's loan agreement with the State Revolving Loan Fund (SRF), rates must also be sufficient to provide equal to or exceeding 1.15 times the sum of the semiannual loan payments due each fiscal year.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING THE STORMWATER SYSTEM RATE REVIEW, PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC DATED JUNE 18, 2024, WHICH PROVIDES FOR A REVIEW OF CITY STORMWATER UTILITY RATES AND PROVIDES FOR PROPOSED RATES AND FINANCIAL PLAN FOR THE FISCAL YEARS 2024 THROUGH FISCAL YEAR 2025 PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, and the City Staff have been desirous of having a Stormwater System Rate Review performed to determine the adequacy of the current stormwater rates; and

WHEREAS, the Stormwater System Rate Review created by Raftelis Financial Consultants, Inc was intended to meet a number of goals that meet the expenditure requirement of the Stormwater Utility System in order to fund the anticipated operating and capital needs of the system to maintain and improve stormwater management with the City, and

WHEREAS, Goals and objectives also considered in the study include that the proposed rates should comply with the rate covenant requirements of the City's loan agreement with the State Revolving Loan Fund and that the proposed rates should promote financial sustainability; and

WHEREAS, approval of this Resolution and adoption of the Stormwater System Rate Review will provide for assessment of stormwater rates needed for the operation of the Stormwater Utility System.

NOW, THEREFORE, BE IT RESOLVED:

The City Commission of the City of Cocoa Beach, Florida, hereby adopts and enacts the City of Cocoa Beach Stormwater System Rate Review.

Upon motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution and the City of Cocoa Beach Stormwater System Rate Review were duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2024.

Ayes: _____

Nays: _____

Absent or Abstaining: _____

ATTEST:

Keith Capizzi,
Mayor-Commissioner

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-16, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Stormwater fees and method for charging, and providing for interpretation and for an effective date.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Yes. The rates for fiscal year 2025 are incorporated in the budget currently being prepared.

BACKGROUND:

The Stormwater System Rate Review completed June 18, 2024 outlines a financial plan and rate schedule that allows the City to meet the expenditure requirements of the Stormwater Utility System in order to fund the anticipated operating and capital needs of the System.

To comply with the rate covenant requirements of the City's loan agreement with the State Revolving Loan Fund (SRF), rates must also be sufficient to provide equal to or exceeding 1.15 times the sum of the semiannual loan payments due each fiscal year.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

The rate schedule in the Resolution is as follows:

Effective Date	Rate per ERU
08/01/2024	\$11.64
01/01/2025	\$15.13
10/01/2025	\$19.66

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING STORMWATER FEES AND METHOD FOR CHARGING; AND PROVIDING FOR INTERPRETATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Stormwater Utility fees, and method for charging, are to be adopted by Resolution; and

WHEREAS, the City Commission last adopted Stormwater Utility fees by Resolution No. 2023-06; and

WHEREAS, on July 18, 2024, the City Commission approved Resolution No. 2024-15 adopting the Stormwater System Rate Review; and

WHEREAS, Resolution No. 2015-31 is hereby rescinded.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, as follows:

SECTION 1. The above recitals are true and correct and by this reference are hereby adopted by the City of Cocoa Beach.

SECTION 2. The following shall be adopted:

Stormwater Utility fee established.

Subject to the provisions of this article, there is hereby imposed on each and every developed lot or parcel of land within the City and the owners thereof a stormwater drainage utility fee. This fee is deemed reasonable and is necessary to pay for the operation, maintenance, administration and capital improvements of the existing city stormwater drainage facilities and the operation, maintenance, administration and capital improvements of such future stormwater drainage facilities as may be established within the city and to pay for the design, right-of-way acquisition and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined to be the responsibility of developed properties. All of the proceeds of this fee are deemed to be in payment for use of the city stormwater drainage system. The fee and assessment method shall be adopted by Resolution.

- (a) Monthly service charges are based on the square footage of impervious area, such that for each two thousand nine hundred (2,900) square feet of area or increments thereof the property shall be charged an additional ERU charge.
- (b) The monthly ERU fee is hereby established at ~~eight~~ eleven dollars and ~~96 cents~~ 64 cents (~~\$8.96~~) (\$11.64).
- (c) The monthly fee for multifamily residential properties shall be one-half (0.5) of the ERU rate times the number of individual dwellings existing on the property.
- (d) The fees imposed for commercial property shall be the ERU fee multiplied by the numerical factor obtained by dividing the total impervious area in square feet by two thousand nine hundred (2,900) feet.
- (e) The minimum fee for any commercial property shall be no less than the rate for one (1) ERU.

RESOLUTION NO. 2024 – 16

(f) Unless amended by the City Commission, rates will be adjusted on the effective dates in accordance with the rate schedule in the Stormwater System Rate Review adopted on July 18, 2024. The rate schedule is as follows:

<u>Effective Date</u>	<u>Rate per ERU</u>
<u>08/01/2024</u>	<u>\$11.64</u>
<u>01/01/2025</u>	<u>\$15.13</u>
<u>10/01/2025</u>	<u>\$19.66</u>

(g) Rates after Fiscal Year 2026 will be adopted by Resolution.

SECTION 3: INTERPRETATION. In interpreting the body of Section One of this Resolution, the following rules of interpretation shall be utilized:

- (1) Terms underlined are additions to existing text.
- (2) Terms ~~stricken~~ through are deletions from existing text.

SECTION 4: EFFECTIVE DATE: This resolution and rates adopted shall become in full effect on August 1, 2024.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2024.

Ayes: _____ Nays: _____ Absent or Abstaining: _____

Keith Capizzi Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
PATRISHA DRAYCOTT, CFO

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-14 A Resolution of the City Commission of the City of Cocoa Beach, Florida accepting a proposal of JPMorgan Chase Bank, NA to provide the city with a term loan in order to finance certain costs of the acquisition, construction and equipping of a new city hall building and Cocoa Beach Centennial Square the form of a loan agreement; authorizing the issuance of a promissory note pursuant to such loan agreement in the aggregate principal amount of not to exceed \$3,953,000 in order to evidence such loan; authorizing the repayment of such note from a covenant to budget and appropriate legally available non-ad valorem revenues; delegating certain authority to the city manager and others for the authorization, execution, and delivery of the loan agreement and the note and various other documents with respect thereto; and providing for an effective date.

This approval allows the City Manager to sign the loan agreement with JPMorgan Chase Bank NA to obtain \$3,953,000 in debt financing and loan fees for the construction of the new City Hall facility.

Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted revenue, and a budgeted expense.

BACKGROUND:

This is for the portion of City Hall construction to be financed with debt (\$3,900,000) and debt issuance costs (\$53,000).

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA ACCEPTING A PROPOSAL OF JPMORGAN CHASE BANK, NA TO PROVIDE THE CITY WITH A TERM LOAN IN ORDER TO FINANCE CERTAIN COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW CITY HALL BUILDING AND CULTURAL GREEN SPACE; APPROVING THE FORM OF A LOAN AGREEMENT; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,960,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER AND OTHERS FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE NOTE AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach, Florida (the "City") expects to incur various costs in relation to the acquisition, construction and equipping of a new Cocoa Beach City Hall building and Cultural Green Space (as more particularly described herein, the "Project"), in order to improve and maintain the health, safety and welfare of the City and its inhabitants.

WHEREAS, the most efficient and cost-effective method of funding the Project is through the issuance of tax-exempt indebtedness.

WHEREAS, the City, with the assistance of its financial advisor, PFM Financial Advisors LLC, solicited proposals from qualified financial institutions to provide a tax-exempt term loan to the City to finance costs of the Project.

WHEREAS, JPMorgan Chase Bank, NA (including any successors or assigns, the "Noteholder") submitted its proposal to provide the City with a term loan (the "Loan") to finance costs of the Project, which proposal was the most favorable proposal received by the City and is attached hereto as Exhibit A (the "Proposal").

WHEREAS, the Loan will be evidenced by the City of Cocoa Beach, Florida Special Obligation Revenue Note, Series 2024 (the "Series 2024 Note") which shall be repaid solely from the Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent set forth herein and in the herein described Loan Agreement and the ad valorem taxing power of the City will never be necessary or authorized to pay said amounts.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Series 2024 Note, the complexity of the transactions relating to such Series 2024 Note and the fact that the Proposal was provided to the City pursuant to a competitive process, it is in the best interest of the City to issue the Series 2024 Note by a negotiated sale to the Noteholder, allowing the City to sell and issue the Series 2024 Note pursuant to the terms of the Proposal at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price, terms and interest rate for the Series 2024 Note.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law.

SECTION 2. DEFINITIONS. When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein), unless the context clearly indicates a different meaning.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A.

"Chief Financial Officer" shall mean the Chief Financial Officer of the City and such other person as may be duly authorized to act on her behalf.

"City" shall mean the City of Cocoa Beach, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his behalf.

"Clerk" shall mean the City Clerk of the City, or her duly authorized designee.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" shall mean the City Commission of the City of Cocoa Beach, Florida.

"Financial Advisor" means PFM Financial Advisors LLC, and its successors and assigns.

"Loan" shall mean the term loan from the Noteholder to the City pursuant to the Loan Agreement to finance costs of the Project and costs of issuing the Series 2024 Note.

"Loan Agreement" shall mean the Loan Agreement to be executed between the Noteholder and the City, which shall be substantially in the form attached hereto as Exhibit B.

"Mayor" shall mean the Mayor of the City and such other person as may be duly authorized to act on his behalf.

"Non-Ad Valorem Revenues" shall have the meaning assigned such term in the Loan Agreement.

"Noteholder" shall mean JPMorgan Chase Bank, NA, and its successors and assigns.

"Project" shall mean the [acquisition, construction and equipping of a new, approximately _____ square foot, _-story City Hall building and cultural green space, all as described in the plans and specifications on file or to be on file with the City, as the same may be modified or amended from time to time.]

"Proposal" shall mean the proposal submitted by the Noteholder to provide the Loan and purchase the Series 2024 Note, which Proposal is attached hereto as Exhibit A.

"Series 2024 Note" shall mean the City of Cocoa Beach, Florida Special Obligation Revenue Note, Series 2024, as such Series 2024 Note is more particularly described in the Loan Agreement.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of the Series 2024 Note by the Noteholder, the provisions of this Resolution shall be a part of the contract of the City with the Noteholder. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Noteholder.

SECTION 4. AUTHORIZATION OF THE PROJECT; REIMBURSEMENT.

(A) The acquisition, construction and equipping of the Project is hereby authorized and approved. Costs of the Project incurred by the City heretofore or hereafter may be reimbursed from proceeds of the Series 2024 Note in accordance with the applicable provisions of the Code and the regulations promulgated thereunder.

(B) The City may reimburse itself from proceeds of the Series 2024 Note for any funds the City has expended or expends for the Project to the extent Bond Counsel to the

City approves the reimbursement. Such expenditures have been made and/or are expected to be made from the City's general fund and/or a capital project fund for the Project. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis. It is the intent that this Resolution meets the requirements of Treasury Regulations Section 1.150-2 and to be declarations of official intent under such Section.

SECTION 5. ACCEPTANCE OF PROPOSAL. The City hereby accepts the Proposal of the Noteholder to provide the City with the Loan to finance costs of the Project and issuance costs in the form attached hereto as Exhibit A. The Mayor, the City Manager and the Chief Financial Officer are each hereby authorized to execute and deliver the Proposal and any other documents required to formally accept such Proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor and Bond Counsel with respect to such Proposal prior to the date hereof are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the Proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

SECTION 6. APPROVAL OF FORM OF LOAN AGREEMENT AND SERIES 2024 NOTE. The City hereby approves the Loan from the Noteholder in the principal amount of not to exceed \$3,960,000. The City Manager shall determine the specific amount of the Loan upon the advice of the Financial Advisor and approval of the Noteholder. The terms and provisions of the Loan Agreement in substantially the form attached hereto as Exhibit B are hereby approved, with such changes, insertions and additions as the City Manager may approve. The City hereby authorizes the City Manager to execute and deliver, and the Clerk to attest and affix the City seal to, the Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, insertions and additions as the City Manager may approve, his execution thereof being evidence of such approval. In order to evidence the Loan under the Loan Agreement, it is necessary to provide for the execution of the Series 2024 Note in the principal amount of the Loan. The

City Manager is authorized to execute and deliver, and the Clerk is authorized to attest and affix the City seal to, the Series 2024 Note substantially in the form attached to the Loan Agreement as Exhibit A with such changes, insertion and additions as the City Manager may approve, his execution thereof being evidence of such approval. The interest rate for the Series 2024 Note shall be a fixed rate equal to 3.96% per annum. Interest shall be calculated on the basis of a 30-day month and 360-day year, payable on January 15 and July 15 of each year, commencing January 15, 2025. Principal shall be payable on each July 15, commencing July 15, 2025 in amounts as determined by the City Manager, upon the advice of the Financial Advisor and approval of the Noteholder, and set forth in the Loan Agreement and the Series 2024 Note. The final maturity of the Series 2024 Note shall be July 15, 2039. Proceeds of the Series 2024 Note may be invested in any investment allowable under Florida law for public funds including but not limited to, intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes.

SECTION 7. LIMITED OBLIGATION. The obligation of the City to repay the Series 2024 Note is a limited and special obligation payable from the Non-Ad Valorem Revenues solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or in the City. The Non-Ad Valorem Revenues shall consist of legally available non-ad valorem revenues budgeted and appropriated by the Commission to pay debt service on the Series 2024 Note, all in the manner and to the extent provided in the Loan Agreement.

SECTION 8. GENERAL AUTHORIZATION. The Mayor, the City Manager, the Chief Financial Officer and the Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby, and the City Attorney and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and

agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 9. REPEAL OF INCONSISTENT DOCUMENTS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 18th day of July, 2024.

Ayes:

Nays:

Absent or Abstaining:

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms
City Clerk

EXHIBIT A

JPMorgan Chase Bank, NA Proposal

EXHIBIT B

Form of Loan Agreement

LOAN AGREEMENT

BETWEEN

CITY OF COCOA BEACH, FLORIDA

AND

JPMORGAN CHASE BANK, NA

DATED AS OF _____, 2024

TABLE OF CONTENTS

Page

ARTICLE I DEFINITION OF TERMS

SECTION 1.01.	DEFINITIONS	2
SECTION 1.02.	INTERPRETATION	5
SECTION 1.03.	TITLES AND HEADINGS	5

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR SERIES 2024 NOTE

SECTION 2.01.	REPRESENTATIONS AND COVENANTS BY THE CITY	6
SECTION 2.02.	GENERAL COVENANTS OF THE NOTEHOLDER	7
SECTION 2.03.	TAX COVENANT	7
SECTION 2.04.	SERIES 2024 NOTE SHALL NOT BE INDEBTEDNESS OF THE CITY OR STATE	8
SECTION 2.05.	COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES	8
SECTION 2.06.	PAYMENT COVENANT	9
SECTION 2.07.	ANTI-DILUTION	9

ARTICLE III DESCRIPTION OF SERIES 2024 NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01.	DESCRIPTION OF THE SERIES 2024 NOTE.	11
SECTION 3.02.	OPTIONAL PREPAYMENT	12
SECTION 3.03.	ADJUSTMENT TO INTEREST RATES	12
SECTION 3.04.	TRANSFER AND ASSIGNMENT.	13

ARTICLE IV CONDITIONS FOR ISSUANCE OF THE SERIES 2024 NOTE

SECTION 4.01.	CONDITIONS FOR ISSUANCE	14
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ARTICLE V EVENTS OF DEFAULT; REMEDIES

SECTION 5.01.	EVENTS OF DEFAULT	15
SECTION 5.02.	REMEDIES	15

ARTICLE VI
MISCELLANEOUS

SECTION 6.01.	AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT; ACCELERATION RIGHTS.....	16
SECTION 6.02.	COUNTERPARTS	16
SECTION 6.03.	SEVERABILITY	16
SECTION 6.04.	TERM OF AGREEMENT	16
SECTION 6.05.	NOTICE OF CHANGES IN FACT	16
SECTION 6.06.	NOTICES	17
SECTION 6.07.	NO THIRD-PARTY BENEFICIARIES	17
SECTION 6.08.	APPLICABLE LAW	17
SECTION 6.09.	WAIVER OF JURY TRIAL	17
SECTION 6.10.	INCORPORATION BY REFERENCE	18

EXHIBIT A -	FORM OF SERIES 2024 NOTE	
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This **LOAN AGREEMENT** (the "Agreement") is made and entered into as of _____, 2024, by and between **CITY OF COCOA BEACH, FLORIDA**, a municipal corporation under the laws of the State of Florida (the "City"), and **JPMORGAN CHASE BANK, NA**, a national banking association authorized to do business in the State of Florida, and its successors and assigns (the "Noteholder");

W I T N E S S E T H:

WHEREAS, the City is authorized by provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City and other applicable provisions of law (collectively, the "Act") to, among other things, acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote and maintain the health, welfare and economic prosperity of the residents of the City and to borrow money to finance and refinance the acquisition, construction and equipping of such capital improvements and public facilities; and

WHEREAS, it is in the best interest of the City and constitutes a public purpose to acquire, construct and equip a new Cocoa Beach City Hall building and Cultural Green Space (as more particularly described herein, the "Project") in order to promote and maintain the health, welfare and safety of the residents of the City; and

WHEREAS, the City, with the assistance of its financial advisor, PFM Financial Advisors, LLC, solicited bids from various qualified financial institutions to provide a term loan to the City to finance costs of the Project; and

WHEREAS, the proposal submitted by JPMorgan Chase Bank, NA (including any successors or assigns, the "Noteholder") was the most favorable proposal received by the City; and

WHEREAS, the Noteholder is willing to make a term loan to the City, and the City is willing to incur such term loan, pursuant to the terms and provisions of this Agreement in an aggregate principal amount of \$3,960,000 to finance costs of the Project and to pay issuance costs.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City and other applicable provisions of law.

"Adjusted Essential Expenditures" shall mean Essential Expenditures less any Ad Valorem Revenues that are legally available to pay for such expenditures.

"Ad Valorem Revenues" shall mean all revenues of the City derived from the levy and collection of ad valorem taxes.

"Agreement" shall mean this Loan Agreement, dated as of _____, 2024, between the City and the Noteholder and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Balloon Indebtedness" shall mean Debt, 25% or more of the original principal of which matures during any one Fiscal Year.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., Tampa, Florida or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the Noteholder is authorized or required to be closed.

"City" shall mean City of Cocoa Beach, Florida, a municipal corporation under the laws of the State of Florida.

"City Manager" shall mean the City Manager of the City or, in his or her absence or unavailability, any Assistant City Manager or a designee of the City Manager.

"Clerk" shall mean the City Clerk of the City and such other person as may be duly authorized to act on her or his behalf, including any Assistant or Deputy Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations.

"Commission" shall mean the City Commission of the City of Cocoa Beach, Florida.

"Debt" shall mean, collectively, the Non-Ad Valorem Revenue Debt and the Governmental Revenue Debt.

"Default Rate" shall mean the lesser of (a) the Interest Rate plus 300 basis points (3.00%) per annum, or (b) the maximum rate permitted by law.

"Determination of Taxability" shall mean the occurrence after the date hereof of a final decree or judgment of any Federal court of a final action of the Internal Revenue Service determining that the interest paid or payable on all or a portion of the Series 2024 Note is or was includable in the gross income of the Noteholder for Federal income tax purposes as the result of any action or inaction of the City; provided, that no such decree, judgment or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of the Noteholder, and until the conclusion of any appellate review if sought. A Determination of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under the Noteholder's gross income. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the Noteholder of the Series 2024 Note.

"Essential Expenditures" shall mean essential expenditures for general government and public safety as shown in the City's audited financial statements.

"Event of Default" shall have the meaning ascribed thereto in Section 5.01 hereof.

"Financial Advisor" shall mean PFM Financial Advisors, LLC, and any successors or assigns thereto.

"Fiscal Year" shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

"Governmental Funds Revenues" shall mean total revenues of the City derived from any source whatsoever and that are allocated to and accounted for in the City's general fund, special funds, debt service funds, capital projects funds, or any other funds described and identified in the audited financial statements of the City as a government fund; provided, however, (a) grants and other onetime items, including, but not limited to, insurance proceeds, and (b) the proceeds of any Governmental Revenue Debt, do not constitute Governmental Funds Revenues.

"Governmental Revenue Debt" shall mean at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from

any Governmental Funds Revenues: (a) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (c) all obligations of the City as lessee under capitalized leases; and (d) all indebtedness of other Persons to the extent guaranteed by, or secured by, the Governmental Funds Revenues.

"Interest Rate" shall mean a fixed interest rate equal to 3.96% per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof.

"Maturity Date" shall mean July 15, 2039.

"Maximum Annual Governmental Debt Service" means the maximum annual debt service on all existing and additional Governmental Revenue Debt.

"Maximum Annual Non-Ad Valorem Debt Service" means the maximum annual debt service on all existing and additional Non-Ad Valorem Revenue Debt.

"Mayor" shall mean the Mayor of the Commission or, in his or her absence or unavailability, a member of the Commission who is duly authorized to act on his behalf.

"Non-Ad Valorem Revenue Debt" shall mean at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (a) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (c) all obligations of the City as lessee under capitalized leases; and (d) all indebtedness of other Persons to the extent guaranteed by, or secured by, the Non-Ad Valorem Revenues. Unless the City has actually used the Non-Ad Valorem Revenues as a secondary source of funds to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use the Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year, the following shall not be considered "Non-Ad Valorem Revenue Debt" for purposes of this Loan Agreement: (i) any obligation contemplated in (a), (b), or (c) above, if the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation, but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues; or (ii) any obligation contemplated in (d) above. After an obligation is considered "Non-Ad Valorem Revenue Debt" as a result of (a), (b), (c), and (d) set forth above, it shall continue to be considered "Non-Ad Valorem Revenue Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Non-Ad Valorem Revenues" shall mean all revenues and taxes of the City derived from any source whatsoever other than Ad Valorem Revenues, which are legally available to make the payments required herein.

"Noteholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Note, shall mean JPMorgan Chase Bank, NA, and any successors or assigns thereto.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Project" shall mean the acquisition, construction and equipping of a new, City Hall and Cultural Green Space, all as described in the plans and specifications on file or to be on file with the City, as the same may be modified or amended from time to time.

"Resolution" shall mean Resolution No. 2024-__ adopted by the Commission on July __, 2024, which, among other things, authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2024 Note.

"Series 2024 Note" shall mean the City of Cocoa Beach, Florida Special Obligation Revenue Note, Series 2024, authorized to be issued by the Resolution and more particularly described in Article III hereof.

"State" shall mean the State of Florida.

"Tax Certificate" shall mean the Certificate as to Arbitrage and certain Other Tax Matters to be executed by the City in connection with the issuance of the Series 2024 Note, as such Certificate may be amended from time to time.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR SERIES 2024 NOTE

SECTION 2.01. REPRESENTATIONS AND COVENANTS BY THE CITY. The City represents, warrants and covenants that:

(a) The City is a duly organized and validly existing municipal corporation under the Florida Constitution and other laws of the State. Pursuant to the Resolution, the City has duly authorized the execution and delivery of this Agreement, the performance by the City of all of its obligations hereunder, and the issuance of the Series 2024 Note in the aggregate principal amount of \$3,960,000.

(b) The City has complied with all of the provisions of the Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2024 Note, and to perform all of its obligations hereunder and under the Series 2024 Note, and the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, or conflict in any material respect with any agreement, instrument or commitment to which the City is a party or by which the City is bound and which would prevent the enforcement of any part of this Agreement.

(c) The City is duly authorized and entitled to issue the Series 2024 Note and enter into this Agreement and, when executed and delivered, the Series 2024 Note and this Agreement will each constitute a legal, valid and binding obligation of the City enforceable in accordance with its respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Series 2024 Note or which would have a material adverse effect on the City (financial or otherwise).

(e) The City will furnish to the Noteholder, if not otherwise available on the Electronic Municipal Market Access website or the County's website, within 270 days after the close of each Fiscal Year a copy of the annual audited financial statements of the City, prepared by a certified public accountant, which statements shall include (i) a schedule showing annual debt service on all Non-Ad Valorem Revenue Debt, and (ii) an annual calculation of the City's Non-Ad Valorem Revenues. The City shall also provide the Noteholder with a copy of the annual budget of the City each year and any material

amendments thereto within 30 days of the final adoption of such budget or amendment. With reasonable promptness the City shall provide such other additional information, reports or schedules as may be reasonably requested by the Noteholder from time to time.

(f) The City covenants to neither take any action, nor cause any Person to take any action, under any loan document which would materially adversely affect the rights, remedies or security of the Noteholder under the Series 2024 Note or any loan documents which could reasonably be expected to result in a Material Adverse Effect. For purposes of the preceding sentence, "Material Adverse Effect" means an event or occurrence (including, without limitation, a change in law) which adversely affects in a material manner (a) the issuance by the City of the Series 2024 Note or the ability of the City to meet or perform its obligations under the Series 2024 Note or any of the related loan documents in accordance with the terms thereof, including, without limitation, its ability to repay the Series 2024 Note, any parity debt, or any other amounts owed thereunder, (b) the binding nature, validity or enforceability of the Series 2024 Note or any of the related loan documents, (c) the lien status or security for the Series 2024 Note, (d) the rights or remedies of the Noteholder under the Series 2024 Note or any of the related loan documents or (e) the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of the City.

SECTION 2.02. GENERAL COVENANTS OF THE NOTEHOLDER.

Pursuant to the terms and provisions of this Agreement, the Noteholder agrees to provide a term loan to the City as evidenced hereby and by the Series 2024 Note for the purpose of financing costs of the Project and paying costs relating to the issuance of the Series 2024 Note.

SECTION 2.03. TAX COVENANT. (a) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Series 2024 Note, the City shall comply with each requirement of the Code applicable to the Series 2024 Note. In furtherance of the covenant contained in the preceding sentence, the City agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(b) The City shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Series 2024 Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Series 2024 Note for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2024 Note and the interest thereon, including any payment or defeasance thereof.

(d) The City shall not take or permit any action or fail to take any action which would cause the Series 2024 Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

SECTION 2.04. SERIES 2024 NOTE SHALL NOT BE INDEBTEDNESS OF THE CITY OR STATE. The Series 2024 Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the Series 2024 Note or the interest thereon. The Series 2024 Note is a special and limited obligation secured by and payable as to principal and interest from the Non-Ad Valorem Revenues, to the extent and in the manner provided herein.

SECTION 2.05. COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES. The City covenants and agrees to budget and appropriate in its annual budget for each Fiscal Year in which any amounts due hereunder or with respect to the Series 2024 Note remain unpaid or outstanding, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Series 2024 Note and any other amounts payable hereunder, when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor, except as provided in Section 2.07 herein, does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2024 Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241(2),

Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law.

SECTION 2.06. PAYMENT COVENANT. The City covenants that it shall duly and punctually pay from the Non-Ad Valorem Revenues in accordance with Section 2.05 hereof, the principal of and interest on the Series 2024 Note at the dates and place and in the manner provided herein and in the Series 2024 Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

SECTION 2.07. ANTI-DILUTION. (a) During such time as the Series 2024 Note is outstanding hereunder or any amounts due hereunder or with respect to the Series 2024 Note remain unpaid or outstanding, the City agrees and covenants with the Noteholder that as a condition to the City issuing any additional Non-Ad Valorem Revenue Debt, the City shall certify that (i) the Non-Ad Valorem Revenues less the Adjusted Essential Expenditures shall cover projected Maximum Annual Non-Ad Valorem Debt Service on the Non-Ad Valorem Revenue Debt (including the proposed Non-Ad Valorem Revenue Debt) by at least 1.75x, and (ii) the Maximum Annual Governmental Debt Service on the Governmental Revenue Debt (including the proposed Non-Ad Valorem Revenue Debt) shall not exceed 20% of the Governmental Funds Revenues.

(b) The calculations required by Section 2.07(a) shall be determined using the average of actual Non-Ad Valorem Revenues and Governmental Funds Revenues, respectively, for the prior two Fiscal Years based on the City's annual audited financial statements.

(c) For purposes of the calculations required by Section 2.07(a), Maximum Annual Non-Ad Valorem Debt Service and Maximum Annual Governmental Debt Service shall be done on an aggregate basis whereby the annual debt service for each is combined and the overall maximum is determined.

(d) For the purposes of calculating Maximum Annual Non-Ad Valorem Debt Service and Maximum Annual Governmental Debt Service the following shall apply: (i) with respect to Debt (including Balloon Indebtedness) that bears interest at a fixed interest rate, the maximum annual debt service on such Debt shall be the actual maximum annual debt service; and (ii) with respect to Debt (including Balloon Indebtedness) that bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the average annual interest rate paid over the last three years plus 150 basis points, or, if such Debt has not been outstanding for at least three years, the average annual interest rate paid for the period such Debt has been outstanding plus 150 basis points; provided, however, if any Debt, whether bearing

interest at a fixed or variable interest rate, constitutes Balloon Indebtedness maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 20 years from its original date of issuance on an approximately level debt service basis.

(e) For purposes of the calculations in this Section 2.07, if the Non-Ad Valorem Revenue Debt also includes a pledge of additional revenues, the Maximum Annual Non-Ad Valorem Debt Service shall be discounted by the amount that will be covered by such additional revenues.

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ARTICLE III

DESCRIPTION OF SERIES 2024 NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE SERIES 2024 NOTE. (a) The City hereby authorizes the issuance and delivery of the Series 2024 Note to the Noteholder which Series 2024 Note shall be in a principal amount equal to THREE MILLION NINE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$3,960,000.00) and shall be designated as the "City of Cocoa Beach, Florida Special Obligation Revenue Note, Series 2024." The text of the Series 2024 Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Series 2024 Note. The provisions of the form of the Series 2024 Note are hereby incorporated in this Agreement.

(b) The Series 2024 Note shall be dated the date of its delivery. The Series 2024 Note shall be executed in the name of the City by the manual signature of the City Manager and the official seal of the City shall be affixed thereto and attested by the manual signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2024 Note shall cease to be such officer of the City before the Series 2024 Note so signed and sealed shall have been actually delivered, such Series 2024 Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Series 2024 Note had not ceased to hold such office.

(c) Interest on the Series 2024 Note shall be payable semi-annually on January 15 and July 15 of each year (each an "Interest Payment Date"), commencing January 15, 2025, so long as any amount under the Series 2024 Note remains outstanding. Principal of the Series 2024 Note shall be payable annually on July 15 of each year (each a "Principal Payment Date"), commencing July 15, 2025, through and including the Maturity Date. The annual principal payments shall be set forth in the Series 2024 Note.

(d) The Series 2024 Note shall be payable as to principal and interest by wire, ACH, or other electronic means acceptable by the Noteholder on or up to twenty-nine (29) days prior to such payment date, or in such other manner as is agreed to in writing between the City and the Noteholder, to the Noteholder in whose name the Series 2024 Note shall be registered on the registration books maintained by the City as of the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date or Principal Payment Date; provided, that the Noteholder shall be required to present and surrender the Series 2024 Note to the City only for the final payment of the principal of the Series 2024 Note or shall otherwise provide evidence that such Series 2024 Note has been fully paid and marked cancelled. Principal of and interest on the Series 2024 Note shall be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts. The City shall maintain books and records with respect to the identity of the

Noteholders, including a complete and accurate record of all assignments of this Agreement and the Series 2024 Note as provided in Section 3.04.

(e) The Noteholder shall not charge the City any fees or other charges for its regular servicing of the Series 2024 Note. The City shall pay the fees of the Noteholder's legal counsel in the amount of \$7,500.00.

SECTION 3.02. OPTIONAL PREPAYMENT. The Series 2024 Note may not be optionally prepaid prior to July 15, 2034. On or after July 15, 2034, the City may prepay the Series 2024 Bond, in whole or in part on any Business Day, upon thirty (30) days prior written notice to the Noteholder, by paying to the Noteholder on the prepayment date set forth in the prepayment notice the principal amount to be prepaid plus interest accrued through such prepayment date, without penalty or premium.

Any partial prepayment of the Series 2022B Note shall be made in minimum increments of \$5,000 and shall be applied in inverse order of the remaining principal payments.

SECTION 3.03. ADJUSTMENT TO INTEREST RATES. (a) In the event of a Determination of Taxability, the Interest Rate on the Series 2024 Note shall be adjusted (the "Adjusted Rate") in such manner as shall be determined by the Noteholder, absent manifest error, as shall be necessary to provide to the Noteholder an after-tax yield on the then outstanding principal amount of the Series 2024 Note equal to the after-tax yield to the Noteholder, if such Determination of Taxability had not occurred, from the date such interest must be included in such gross income; provided, however, such Adjusted Rate shall never exceed the maximum rate allowable by law. Immediately upon a Determination of Taxability and in no event later than thirty (30) days after such Determination of Taxability, the City agrees to pay the Additional Amount to the Noteholder. "Additional Amount" means (i) the difference between (A) interest on the Series 2024 Note for the period commencing on the earliest date on which the interest on the Series 2024 Note (or portion thereof) is deemed to have lost its tax-exempt status (which may be as early as the date of issuance of the Series 2024 Note) and ending on the effective date of the adjustment of the Interest Rate to the Adjusted Rate (the "Prior Taxable Period") at a rate per annum equal to the Adjusted Rate and (B) the aggregate amount of interest paid on the Series 2024 Note during the Prior Taxable Period at the Interest Rate applicable to the Series 2024 Note prior to the adjustment to the Adjusted Rate, plus (ii) any penalties, fines, fees, costs and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

(b) Upon the occurrence and continuance of an Event of Default pursuant to Section 5.01 hereof and notwithstanding anything herein to the contrary, the Noteholder may adjust the Interest Rate to the Default Rate which shall be effective until such Event of Default has been cured.

SECTION 3.04. TRANSFER AND ASSIGNMENT. The Noteholder's right, title and interest in and to the Series 2024 Note and any amounts payable by the City thereunder may be assigned and reassigned in whole only by the Noteholder, without the necessity of obtaining the consent of the City; provided, that any such assignment, transfer or conveyance shall be made only to (a) an affiliate of the Noteholder or (b) an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities and Exchange Commission, provided that any such entity is purchasing the Series 2024 Note for its own account with no present intention to resell or distribute the Series 2024 Note, subject to each investor's right at any time to dispose of the Series 2024 Note as it determines to be in its best interests or (c) a "qualified institutional buyer", as defined in Rule 144A of the Securities Act of 1933. The Noteholder shall notify the City of any such assignment on or prior to the effective date of such assignment. If the Noteholder notifies the City of its intent to assign and sell its right, title and interest in and to the Series 2024 Note as herein provided, the City agrees that, if so requested, it shall execute and deliver to the assignee Noteholder, a Series 2024 Note in the principal amount so assigned, registered in the name of the assignee Noteholder, executed and delivered by the City in the same manner as provided herein and with an appendix attached thereto setting forth the amounts to be paid on each Principal Payment Date with respect to such Series 2024 Note.

Nothing contained in this Section 3.04 shall be interpreted to prohibit the Noteholder from selling participations in the Series 2024 Note to any investors meeting the conditions set forth in the immediately preceding paragraph.

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ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE SERIES 2024 NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE. In connection with the issuance of the Series 2024 Note, the Noteholder shall not be obligated to purchase the Series 2024 Note pursuant to this Agreement unless at or prior to the issuance thereof the City delivers to the Noteholder the following items in form and substance acceptable to the Noteholder:

- (a) A fully executed Tax Certificate;
- (b) A copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;
- (c) An opinion of Bond Counsel addressed to the Noteholder (or addressed to the City with a reliance letter addressed to the Noteholder) in form and substance to the effect that (i) this Agreement and the Series 2024 Note have been duly authorized, executed and delivered by the City and each is an enforceable obligation against the City in accordance with the terms of each instrument (enforceability of which may be subject to standard bankruptcy exceptions and the like), (ii) interest on the Series 2024 Note shall be excludable from gross income for federal income tax purposes and not be treated as a an item of tax preference for purposes of computing the alternative minimum tax imposed by the Code, (iii) the Series 2024 Note is not subject to the registration requirements under the Securities Act of 1933 and the Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, and (iv) such other matters as are reasonably requested by the Noteholder;
- (d) An opinion of the City Attorney in form and substance acceptable to the Noteholder and Bond Counsel;
- (e) A certificate of the City certifying compliance with Section 2.07 hereof, including mathematical computations in support thereof; and
- (f) Such additional certificates, instruments and other documents as the Noteholder, Bond Counsel, or the City Attorney may deem necessary or appropriate.

[Remainder of page intentionally left blank]

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make timely payment of principal or interest or other amounts due hereunder when due with respect to the Series 2024 Note;

(b) Any representation or warranty of the City contained in Article II of this Agreement or any certificate provided to the Noteholder in connection with the transactions contemplated hereunder shall prove to be untrue in any material respect when made;

(c) Failure by the City of observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of 30 days after the earlier of (a) written notice is received by the City or (b) notice was required to have been provided to the Noteholder pursuant to Section 6.05 hereof; or

(d) There shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver for the City, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended.

SECTION 5.02. REMEDIES. If any event of default shall have occurred and be continuing, the Noteholder or any trustee or receiver acting for the Noteholder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the City or by any officer thereof, including, but not limited to, specific performance. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Notwithstanding any other provision hereof and except as otherwise provided in Section 6.01 hereof, no Noteholder, trustee or receiver shall have the right to declare the Series 2024 Note immediately due and payable.

If any payment required to be made by the City hereunder or under the Series 2024 Note is more than ten (10) days past due, the Noteholder will charge additional accrued

interest for each day the payment is late. The City shall pay the additional accrued interest upon demand by the Noteholder or, if billed, within the time specified.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT; ACCELERATION RIGHTS. Neither the Series 2024 Note, the Resolution nor this Agreement shall not be amended, changed or modified without the prior written consent of the Noteholder and the City. Notwithstanding the foregoing, if, in connection with the issuance of any additional indebtedness of the City that is secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues similar to the covenant of the City set forth in Section 2.04 hereof, the City provides the lender of such additional indebtedness acceleration rights as a remedy to any event of default, then such covenants shall be deemed to be incorporated by reference herein and upon the request of the Noteholder the City and the Noteholder shall promptly amend this Agreement so as to provide the Noteholder with the same provisions. In addition, if the holder of any subsequently issued additional indebtedness that is secondarily secured by a covenant to budget and appropriate Non-Ad Valorem Revenues similar to the covenant of the City set forth in Section 2.04 hereof exercises its right to accelerate the payment of such indebtedness upon a default thereunder, then, upon an Event of Default hereunder, the Noteholder shall have the right to declare all amounts due hereunder immediately due and payable.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Series 2024 Note is outstanding.

SECTION 6.05. NOTICE OF CHANGES IN FACT. Within 10 days of becoming aware of the same, the City will notify the Noteholder in writing of (a) any

change in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Series 2024 Note, and (b) any default or event which, with notice or lapse of time or both, could become a default under the Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposed to take with respect thereto. Regardless of the date of receipt of such notice by the Holder, such date shall not in any way modify the date of the occurrence of the actual Event of Default.

SECTION 6.06. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to City of Cocoa Beach, Florida, 2 South Orlando Avenue, Cocoa Beach, Florida, 32932-2430, Attention: Chief Financial Officer, and to the Noteholder, JPMorgan Chase Bank, NA, 4900 Memorial Highway, Floor 3, Tampa, Florida 33634, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.07. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the City and the Noteholder and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.08. APPLICABLE LAW. The substantive laws of the State of Florida shall govern this Agreement, the Series 2024 Note or any agreement contemplated to be executed in connection therewith. The City submits to the jurisdiction of Florida courts and federal courts and agrees that venue for any suit concerning this Agreement or the Series 2024 Note shall be in Brevard County, Florida and the Middle District of Florida.

SECTION 6.09. WAIVER OF JURY TRIAL. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement.

[Remainder of page intentionally left blank]

SECTION 6.10. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Series 2024 Note.

CITY OF COCOA BEACH, FLORIDA

(SEAL)

By: _____
Wayne Carragino,
City Manager

ATTEST:

By: _____
Karin Grooms
City Clerk

Approved as to Form and Legality for Use
and Reliance by the City of Cocoa Beach:

By: _____
City Attorney

JPMORGAN CHASE BANK, NA

By: _____
Name:
Title:

EXHIBIT A

THE TRANSFER AND ASSIGNMENT OF THIS NOTE IS RESTRICTED PURSUANT TO THE PROVISIONS OF SECTION 3.04 OF THE HEREIN DESCRIBED AGREEMENT.

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF COCOA BEACH, FLORIDA
SPECIAL OBLIGATION REVENUE NOTE,
SERIES 2024**

Interest Rate	Date of Issuance	Final Maturity Date
3.96%	_____, 2024	July 15, 2039

KNOW ALL MEN BY THESE PRESENTS, that **City of Cocoa Beach, Florida** (the "City"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues described in the within mentioned Agreement, to the order of **JPMorgan Chase Bank, NA**, or its successors or assigns (the "Noteholder"), the principal sum of THREE MILLION NINE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$3,960,000.00) pursuant to that certain Loan Agreement by and between the Noteholder and the City, dated as of _____, 2024 (the "Agreement"), and to pay interest on such outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on the basis of a 30-day month and a 360-day year) identified above (subject to adjustment as provided in the Agreement) on January 15 and July 15 of each year, commencing on January 15, 2025, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on July 15 of each year, commencing on January 15, 2025, through and including the Maturity Date identified above. The principal payment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, the Charter of the City and other applicable provisions of law, and Resolution No. 2024-__ duly adopted by the City Commission of the City on July 18, 2024 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance costs of a new city hall building and cultural green space, as generally described in the Agreement. This Note is payable from the City's covenant to budget and appropriate legally available Non-Ad Valorem Revenues in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on the basis of a 30-day month and a 360-day year. Such Interest Rate is subject to adjustment as provided in the Agreement. The Noteholder shall provide to the City upon request such documentation to evidence the amount of interest due with respect to the Series 2024 Note upon any such adjustment, which shall be conclusive absent manifest error.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

The City may prepay this Note as provided in Section 3.02 of the Agreement.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the City or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Non-Ad Valorem Revenues, in the manner and to the extent provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the State, or taxation in any form of any property therein to pay the Note or the interest thereon.

So long as any of this Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of this Note.

The Noteholder's right, title and interest in and to this Note and any amounts payable by the City hereunder may be assigned and reassigned in the manner set forth in Section 3.04 of the Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City caused this Note to be signed by the manual signature of the Mayor and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the Clerk or his designee, and this Note to be dated the Date of Issuance set forth above.

CITY OF COCOA BEACH, FLORIDA

(SEAL)

By: _____
Wayne Carragino, City Manager

ATTEST:

By: _____
Karin Grooms
City Clerk

Approved as to Form and Legality for Use
and Reliance by the City of Cocoa Beach:

By: _____
City Attorney

Principal Repayment Schedule for the**CITY OF COCOA BEACH, FLORIDA
SPECIAL OBLIGATION REVENUE NOTE,
SERIES 2024**

Principal Payment	
Date	
(July 15)	Principal
2025	\$168,000
2026	200,000
2027	209,000
2028	219,000
2029	228,000
2030	239,000
2031	250,000
2032	261,000
2033	272,000
2034	285,000
2035	298,000
2036	311,000
2037	325,000
2038	340,000
2039	355,000

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Staff is requesting the City Commission review and authorize the execution of the attached three-party agreement. This agreement is between the City, Brevard County, and Westgate, the owners of the pier. This agreement establishes an easement to be used to facilitate access to the beach north of the pier for the beach renourishment program. Execution of this agreement is a requirement of finalizing the vacation of a portion of Mead Avenue (Ordinance 1668, March 2022) as well as the execution of the Development Agreement and the Master Plan for the Westgate Resort at the Pier. Staff Representative: Randy Stevenson, Development Services Director.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Ordinance 1668 required the recording of an agreement between Westgate Cocoa Beach Pier LLC, City of Cocoa Beach and Brevard County (abutting owners) before Ordinance 1668 may be recorded.

Prepared by:
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, C-3018
Melbourne, Florida 32940
Justin Caron, Esquire Parcel ID Numbers: 24-37-26-CG-112-12; 24-37-26-CG-113-6

WESTGATE AGREEMENT
BETWEEN WESTGATE COCOA BEACH PIER, LLC,
THE CITY OF COCOA BEACH, AND
BREVARD COUNTY, FLORIDA

THIS AGREEMENT is hereby entered into on the ____ day of _____ 2024 by and between the following Parties: the WESTGATE COCOA BEACH PIER, LLC, a Florida limited liability company located at 9259 Point Cypress Drive, Orlando, Florida 32836 (hereinafter WESTGATE), the CITY OF COCOA BEACH, FLORIDA, a municipal corporation, 1600 Minutemen Causeway, Cocoa Beach, Florida (hereinafter CITY), and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter the COUNTY).

RECITALS

WHEREAS, WESTGATE is the current owner of several parcels of real property fronting on the Atlantic Ocean and located in Brevard County, Florida, further described in Exhibit "A-1," (hereinafter collectively the PARCELS) and said parcels flank the north and south sides of the east end of Meade Avenue in Cocoa Beach, Florida; and

WHEREAS, WESTGATE is currently desirous of having a portion of Meade Avenue, Cocoa Beach, Florida vacated by the City of Cocoa Beach in order to consolidate their properties in order to construct a hotel resort complex (hereinafter the WESTGATE PROPOSAL); and

WHEREAS, COUNTY currently depends on access to the Atlantic Ocean beach from the east end of Meade Avenue (or across the WESTGATE's land, as permitted by Westgate) for its heavy equipment vehicles in order to conduct certain shore protection operations on a periodic basis on the North Side of the Cocoa Beach Pier; and

WHEREAS, COUNTY currently depends on access to the Atlantic Ocean from the east end of Pulsipher Avenue (or across the WESTGATE's land, as permitted by Westgate) for its heavy equipment vehicles in order to conduct certain beach renourishment operations on a periodic basis on the South Side of the Cocoa Beach Pier; and

WHEREAS, the CITY Charter section 6.03 provides that public access to the Atlantic Ocean shall not be reduced by vacating beach-access streets and this agreement is consistent therewith and insures such access; and

WHEREAS, the CITY has city-owned and regulated parking spaces adjacent to the Pier Property available to residents of County, the City and the public; and

WHEREAS, the COUNTY benefits from either maintaining or expanding the current number of public parking spaces and public restrooms adjacent to the Atlantic Ocean beaches, in that these are a factor in the amount of beach renourishment cost-share grants the COUNTY may receive from the State and Federal Government; and

WHEREAS, as a condition of the vacating a portion of Meade Avenue by the City of Cocoa Beach, the CITY has required the recording of an agreement between WESTGATE, the CITY and the COUNTY that addresses the vacating of Meade Avenue in terms of beach access, vehicle parking, public restroom access, as well as construction access, sand placement and other operations associated with the Brevard County Shore Protection Program including Army Corps of Engineers beach renourishment easements; and

WHEREAS, this agreement contemplates the City of Cocoa Beach granting all approvals for the WESTGATE project to be developed; and

WHEREAS, this agreement contemplates the effectiveness of Ordinance 1668, adopted March 17, 2022, (Exhibit C) which will vacate a portion of Meade Avenue in favor of WESTGATE; and,

WHEREAS, this agreement shall become effective simultaneously upon the City recording of Ordinance 1668 which contains certain stipulated conditions be met by the City, County, and Westgate; and

WHEREAS, all Parties are amenable to this Agreement to meet the CITY and COUNTY's concerns.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree and declare as follows:

1. Recitals. The recitals are true and correct and incorporated herein verbatim and made an integral part of this Agreement.
2. General Purpose. This Agreement is for the purpose of protecting the public access, public facilities, public use of the Atlantic Ocean and its beaches, and the access of governmental entities to the beach in order to conduct shore protection operations including, but not limited to, public safety beach restoration, renourishment, maintenance and monitoring, to the extent those entities are funded to do so. Upon execution of this Agreement, the COUNTY shall record this Agreement in the Official Public Records of Brevard County, Florida. The Agreement, its easements and covenants, shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns, in perpetuity. The Parties agree that this agreement is a covenant that touches and involves the land, and that the Parties intend for these covenants to run with the land. All references to each Party shall include the successors and assigns.

Exhibit A-2, current Composite Conceptual Site Plan, illustrates the approximate general locations of the beach renourishment construction access easement to be 20' running generally westerly to easterly on the north side of the building, the Resort parking garage, the public pedestrian walkway to the pier and beach which traverses the site generally from Meade Avenue under the new resort building directly to the Pier, and the Brevard County Shore Protection easement which is the north-south easement. Exhibit A-2 is not to scale. Prior to the Certificate of Occupancy referenced in Section 3, WESTGATE shall grant continuous and uninterrupted construction access to COUNTY which meets the minimum height and width requirements of the contemplated easement. The Parties acknowledge that during construction the exact location of this access may vary but at all times shall ensure said access meet the minimum requirements.

3. General Public Pedestrian Sidewalk Access Easement to the Beach. As a condition of COUNTY's agreement to WESTGATE's proposal, which includes vacating a portion of Meade Avenue, WESTGATE, its successors and assigns, does hereby provide the same amount of public beach access to the Atlantic Ocean's beach as was enjoyed by the public prior to the vacating of Meade Avenue, pursuant to the following easement:

WESTGATE, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, commencing upon receipt of its certificate of occupancy for the hotel and resort so constructed from CITY, hereby grants unto the COUNTY, its successors and assigns, a perpetual public pedestrian sidewalk access easement, at a minimum of 15 feet wide, for the purposes of general public pedestrian access to the beach and other allied uses pertaining thereto, over, under, upon, above and through the lands shown on Exhibit A-2. Said lands shall be shown in an actual easement agreement which will be prepared and recorded simultaneously with the recordation of City Ordinance 1668 vacating Meade Avenue.

WESTGATE additionally hereby agrees to install signage indicating the easement area is open to the public. Any and all maintenance of the general public pedestrian easement area shall be the responsibility of the owner of the land over which the easement is located. Easement includes the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment of the easement area but WESTGATE shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein. COUNTY, a political subdivision of the State of Florida, and its successors and assigns shall have and hold said easement. WESTGATE does covenant with COUNTY that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof. Prior to the Certificate of Occupancy, WESTGATE shall grant continuous and uninterrupted construction access to COUNTY which meets the minimum height and width requirements of the contemplated easement. The Parties acknowledge that during construction the exact location of this access may vary but at all times shall ensure said access meet the minimum requirements.

4. Vehicle Parking Covenant. As a condition COUNTY's agreement to WESTGATE's proposal, which includes vacating a portion of Meade Avenue, WESTGATE, its successors and assigns, hereby covenant to provide at least a minimum of 50 parking spaces dedicated for use by the general public on its property, with signage clearly indicating there is public parking available. The purpose of said parking is to permit general public parking for access to the beach. See Exhibit A-2, current Composite Conceptual Site Plan, for approximate location.

5. Publicly Accessible Restrooms. The Parties acknowledge that the provision of publicly available restrooms assists the COUNTY in qualifying the COUNTY to receive state and federal funds for shore protection projects. As a condition of COUNTY's agreement to WESTGATE's proposal, which includes vacating a portion of Meade Avenue, WESTGATE, its successors and assigns hereby covenant that it will provide and maintain publicly accessible restrooms. Said public restrooms will include a minimum of at least one set of male, female, and family public restrooms for the purposes of providing restrooms for pedestrians accessing the beach and other allied uses.

6. Brevard County Shore Protection Project Beach Renourishment Easement. The Parties acknowledge that the public's ability to use the beach is a condition for the COUNTY to receive federal grant funds to assist COUNTY in the beach renourishment process. Concurrent with signing this agreement, WESTGATE shall execute, without further compensation, the PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT, shown on Exhibit A-2 (current Composite Conceptual Site Plan) and attached as Exhibit " B."

7. Beach Renourishment Construction Access Easement in vicinity of vacated Meade Avenue.

The Parties acknowledge that the COUNTY's ability to renourish and maintain the beach depends upon practical access to the beach for heavy construction equipment to the north and south of the Cocoa Beach Pier.

WESTGATE, its successors and assigns, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, commencing upon receipt of its certificate of occupancy from the CITY for the hotel and resort so constructed, hereby grants unto the COUNTY, its successors and assigns, a beach renourishment construction access easement for the purposes of providing the COUNTY access to the beach north of the pier in order to move heavy equipment on and off the beach adjacent to the Atlantic Beach north of the Cocoa Beach Pier to conduct shore protection operations and other allied uses pertaining thereto, over, under, upon, above on lands shown on Exhibit A-2 (current Composite Conceptual Site Plan). Said lands shall be shown in an actual easement agreement which will be prepared and recorded simultaneously with the recordation of City Ordinance 1668 vacating Meade Avenue.

WESTGATE, its successor and assigns, agrees to provide COUNTY with a minimum of 20-foot-wide flat beach renourishment construction access easement from Ridgewood Avenue, onto

the remaining stub of Meade Avenue, east to the Atlantic Ocean Beach, where the County's beach renourishment easement begins. Said easement area must have an obstruction free vertical clearance of a minimum of sixteen feet, and no permanent impediments or obstructions in the access route area. The route must be designed and maintained by WESTGATE in a manner that enables the COUNTY's heavy equipment to drive over and through the route to access the Atlantic Ocean Beach unimpeded. The width of this access route from Meade Avenue to the Atlantic Ocean Beach shall be covered in cement, asphalt or a crushed coquina stone or other similar material to provide a surface that can sustain the weight of heavy equipment passing over the route. Additionally, due to the narrow width of the access, the route shall not include any air conditioning units, utility poles or utility equipment obstructing the route, or any swales or other drainage structures that would impede heavy equipment from easily traversing the route. Additionally, the easement shall include the circle turnaround at the front of the hotel, and any portion of the drive aisle extending from the end of the public right-of-way of Meade Avenue that is privately owned. The easement must be a minimum of 20 feet wide, with a 16 foot vertical clearance, and permit heavy equipment to transverse from Meade Avenue with no obstructions.

The Parties agree that the current plan is that the County will back a tractor trailer onto Meade Avenue as close to the WESTGATE Hotel as is feasible, and unload its heavy equipment, which may include 15 foot wide tracked vehicles. The Hotel's overhang and circle must be high and wide enough for the 15 foot wide tracked vehicles to transverse successfully past the entrance and to the north of the building enroute to the ocean, as described above.

WESTGATE shall perform any and all maintenance of the beach renourishment construction access easement and shall be solely responsible for repairing, and all associated costs, any damage to the easement that occurs due to its use by COUNTY. WESTGATE shall promptly remove any and all obstructions or encroachment in the access easement that violate the restrictions above.

The Easement includes the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment of the easement area but WESTGATE shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein. COUNTY, a political subdivision of the State of Florida, and its successors and assigns shall have and hold said easement. WESTGATE does covenant with COUNTY that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

WESTGATE agrees and understands that the beach renourishment construction access easement may be used on a periodic basis by other public departments of the COUNTY and CITY as necessary to perform public functions such as emergency response, public safety, and conservation activities (for example: turtle monitoring).

If at any point, the WESTGATE authorizes, permits or installs a permanent impediment or obstruction in the access routes, upon written notice by COUNTY, WESTGATE shall promptly remove or have removed, the impediment or obstruction at WESTGATE's cost, to the satisfaction of COUNTY.

Upon final construction of the WESTGATE facility and recordation of Ordinance 1668 by the City of Cocoa Beach, WESTGATE will provide COUNTY with a surveyed legal description and sketch of the beach renourishment construction access easement and this agreement shall be rerecorded with the updated legal description. Said surveyed legal description must extend from the end of the remaining Meade Avenue to the Atlantic Ocean beach.

8. Pulsipher Avenue. The Parties agree and understand that COUNTY utilizes Pulsipher Avenue for access to the Atlantic Ocean beach. Neither the CITY nor WESTGATE shall obstruct or prevent the COUNTY'S use of this street in any manner.

9. Default Triggers and Remedies.

9.1 A Party is in default of this Agreement *if* the Party materially breaches any covenant contained in this Agreement and such breach has not been corrected or cured within thirty (30) days after written notice thereof.

9.2 Any party of this Agreement may at any time or from time to time proceed to protect and enforce all rights available to it under this Agreement by suit in equity, action at law, or by any other appropriate proceeding, whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations.

10. Term of Easement. This agreement shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties, here, and their respective successors and assigns from the date last signed by the Parties, and shall continue in perpetuity. However, this agreement may be terminated (a) by mutual agreement of the COUNTY and the WESTGATE, or their successor(s) in interest.

11. Miscellaneous Provisions.

(a) This Agreement, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Agreement shall not be modified except in writing and executed by all parties. This Agreement supersedes all prior agreements and negotiations respecting such matter. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.

(b) In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs. **BOTH PARTIES AGREE TO WAIVER OF ANY RIGHT**

TO TRIAL BY JURY AND HEREBY WAIVE A TRIAL BY JURY. The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida.

(c) If any provision of this Agreement, or any portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) The Parties acknowledge that Florida has broad public disclosure laws, and that any written communications between the Parties, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement are subject to public disclosure upon request pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or confidential under Florida Statutes.

(e) Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

(f) Each Party represents that it is possessed with all requisite lawful authority to enter into this Contract, and the individual executing this Contract is possessed with the authority to so sign and bind its respective Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by its duly authorized representatives, fully authorized by all required action to sign on behalf of and to bind each Party to the obligations here, on the day and year first above written.

1 Witness Signature

Printed Name of Witness

2 Witness Signature

Printed Name of Witness

WESTGATE COCOA BEACH PIER, LLC

James L. Gissy, Manager

(seal)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by James L. Gissy, Manager, of WESTGATE COCOA BEACH PIER, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed, this
__ day of ____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

Jason Steele, Chair
As approved by the Board on ____, 2024

Signed, Sealed and delivered in the presence of:

1 Witness Signature

CITY OF COCOA BEACH

Printed Name of Witness

BY: _____

2 Witness Signature

Keith Capizzi, Mayor

Printed Name of Witness

(seal)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by Ben Malik, Mayor, of the City of Cocoa Beach, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[EXHIBITS FOLLOW]

EXHIBIT "A-1" WESTGATE PARCELS

Owner: WestGate Cocoa Beach Pier LLC

Brevard County Property Appraiser Identification # 24-37-26-CG-112-12

DESCRIPTION

A parcel of land located in Section 26, Township 24 South, Range 37 East, Brevard County, Florida. Said parcel being more particularly described as follows:

BEGIN at the northwest corner of Lot 1, Block 113, AVON-BY-THE-SEA, Plat Book 3, Page 7 of the Public Records of Brevard County, Florida; thence South 89° 51' 56" East along the southerly right of way of Mead Avenue per said plat, 192.82 feet to a point on the southerly extension of the westerly boundary line of Lot 12, Block 112 per said plat; thence leaving said southerly right of way line, run North 11° 27' 59" East along said southerly extension of the westerly boundary line of Lot 12 a distance of 100.16 feet to a point on the northerly boundary line of said Lot 12, Block 112 per said plat; thence leaving the southerly extension of the westerly boundary line of said Lot 12, run South 89° 55' 42" East along the northerly boundary line of said Lot 12 a distance of 456.81 feet to a point on the Erosion Control Line, per Florida Department of Environmental Protection Mean High Water Survey File No. 2249; thence leaving the northerly boundary line of said Lot 12, run the following courses along said Erosion Control Line, South 09° 34' 48" West, 65.22 feet; thence South 09° 49' 51" West, 176.05 feet; thence South 07° 31' 45" West, 111.82 feet to a point on the northerly right of way line of Pulsipher Avenue per said plat; thence leaving said Erosion Control Line, run North 89° 51' 16" West along said northerly right of way line 615.40 feet to a point on the easterly right of way line of Ridgewood Avenue per said plat; thence leaving the northerly right of way line of said Pulsipher Avenue, run North 00° 19' 32" East along said easterly right of way line 249.94 feet to the POINT OF BEGINNING.

Said parcel contains 4.667 acres, more or less.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARING SHOWN HERE ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADE AVENUE AND BEING SOUTH 89° 51' 56" EAST. (ASSUMED)
5. THE EXISTING RIGHT OF WAY AREA OF OCEAN BLVD APPEARS TO BE VACATED. HOWEVER, THE UNDERSIGNED SURVEYOR WAS NOT PROVIDED ANY VACATION DOCUMENTATION, AND DOES NOT CERTIFY TO THE LEGAL STATUS OF OCEAN BOULEVARD.

CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



WM. DAVID McCrary, Jr., P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 4853

DATE

SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP CHECKED: WDM

PROJECT # 61920.01

DRAWING: Sk & Desc Overall.dwg

DRAWING DATE: 11/08/2021

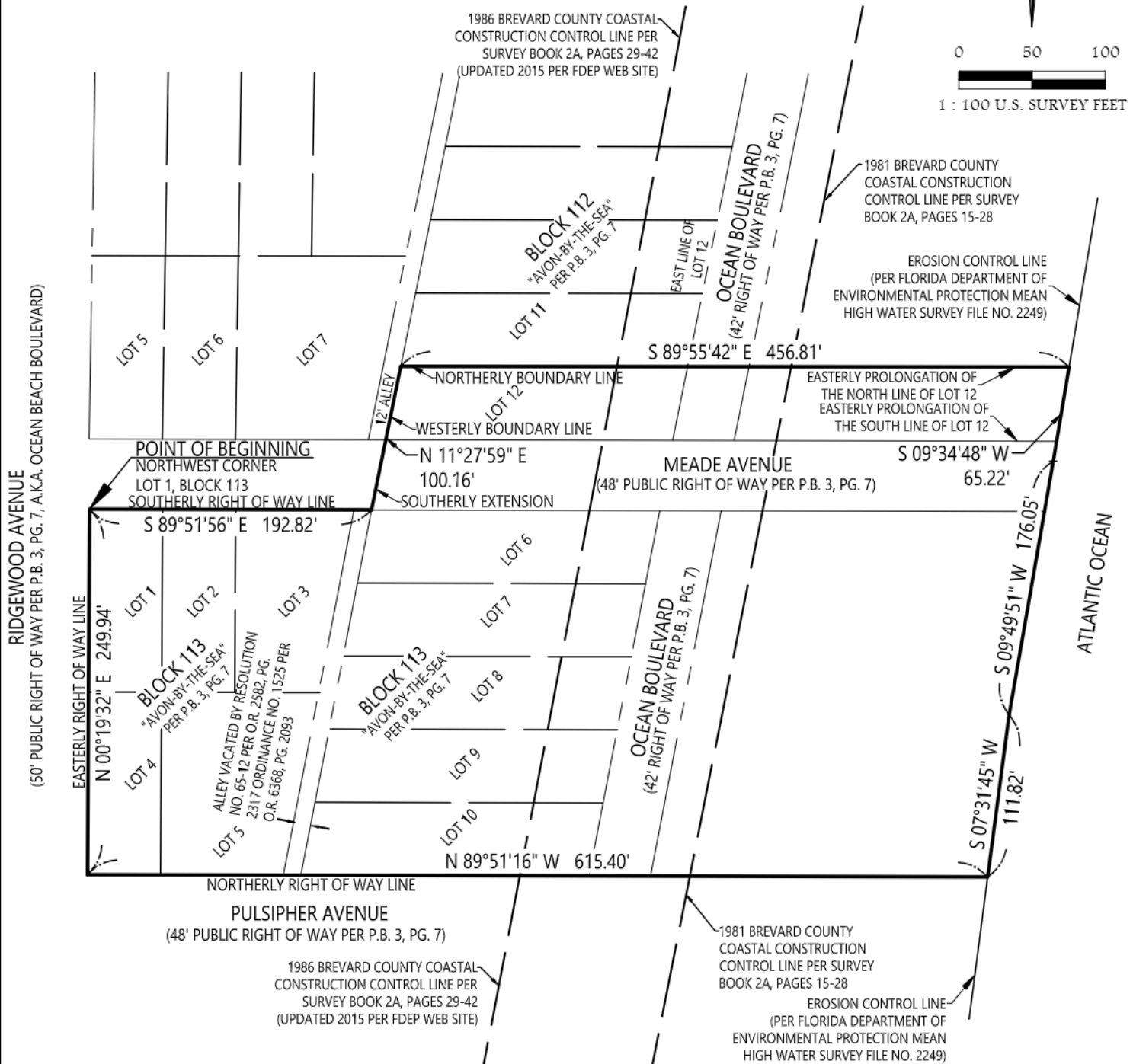
SHEET 1 OF 2

SKETCH & DESCRIPTION
Overall Parcel

ISSUED FOR:

WESTGATE COCOA BEACH PIER LLC

A.K.A. = ALSO KNOWN AS
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.G. = PAGE



SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA



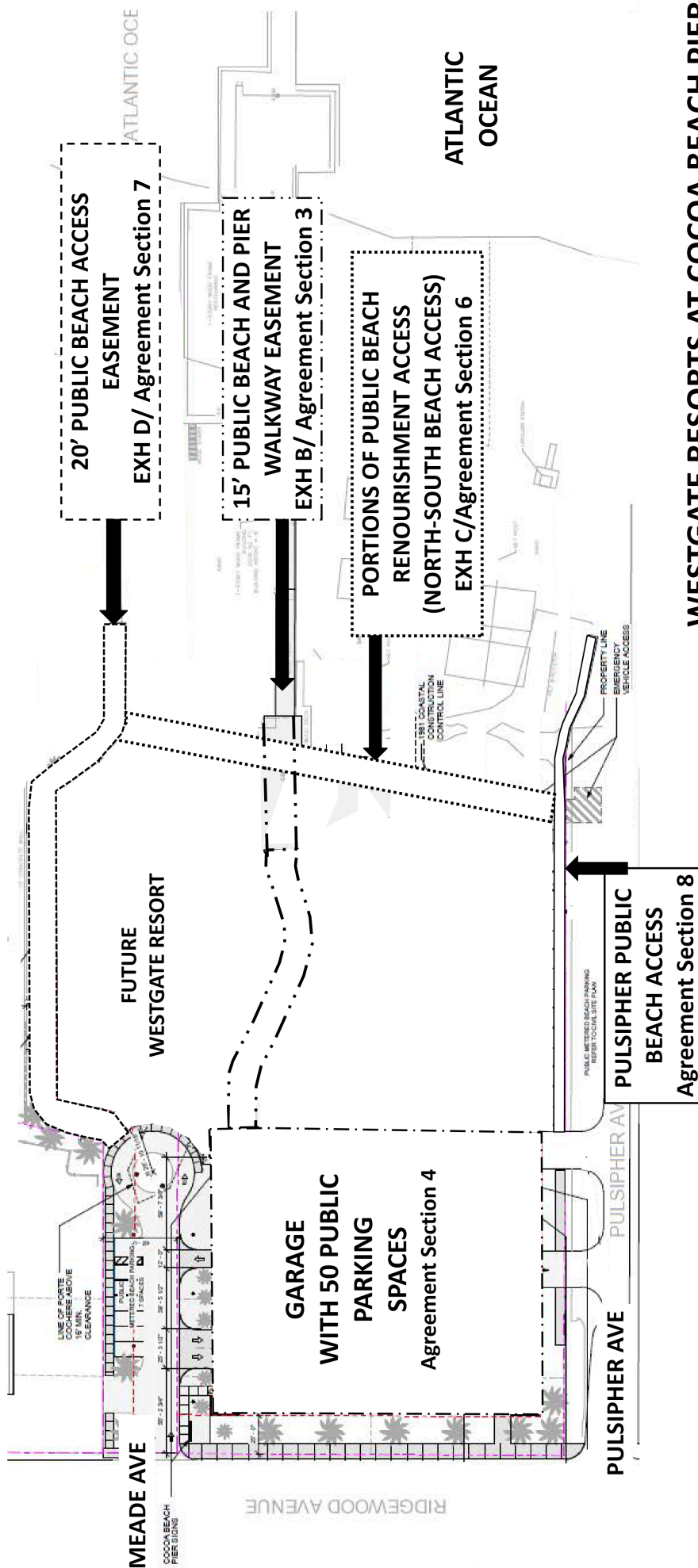
DRAWN BY: CAP	CHECKED: WDM
PROJECT # 61920.01	
DRAWING: Sk & Desc Overall.dwg	
DRAWING DATE: 11/08/2021	
SCALE: 1" = 100'	SHEET 2 OF 2

WESTGATE COCOA BEACH PIER LLC

EXHIBIT "A-2" WESTGATE COMPOSITE CONCEPTUAL EASEMENT SITE PLAN EXH A-2



COMPOSITE CONCEPTUAL EASEMENT SITE PLAN EXH A-2



WESTGATE RESORTS AT COCOA BEACH PIER
CFI/WESTGATE RESORTS

EXHIBIT "B"

Prepared by and return to:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Bldg. C-308, Viera, Florida 32940
Parcel ID No.: 26-37-26-00-760

BREVARD COUNTY SHORE PROTECTION PROJECT
PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR: WESTGATE COCOA BEACH PIER, LLC, 401 MEADE AVENUE, COCOA BEACH
FLORIDA 32931

GRANTEE: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida
2725 Judge Fran Jamieson Way
Viera, Florida 32940

DATE: _____, 2024

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is acknowledged, Grantor grants to Grantee, its agents, successors and assigns, a perpetual and assignable easement and right-of-way in, on, over and across the land described herein for use by the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "Board"), its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the North-Reach Segment of the Brevard County, Florida, Shore Protection Project or beach renourishment project sponsored by the Board, together with the right of public use of, and access to, such shores by all on equal terms in a manner compatible with the authorized purpose of the project; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement, reserving, however, to the Defendant(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any

applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the Board and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Defendant(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

In WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered

In the presence of:

GRANTOR:

WESTGATE COCOA BEACH PIER, LLC

Witness:

James L. Gissy

Witness:

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, (year), by (name of person) as (type of authority, e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed). Is ☐ personally known or ☐ produced (type of identification produced) as identification.

Notary Signature

SEAL

EXHIBIT B
BREVARD COUNTY SHORE PROTECTION PROJECT
PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT
LEGAL DESCRIPTION

All of that land which lies east of the seaward-most occurrence of the plus 9 foot elevation contour as measured vertically from the National Geodetic Vertical Datum, of the land lying within the following parcel of real property:

A parcel of land located in Section 26, Township 24 South, Range 37 East, Brevard County, Florida. Said parcel being more particularly described as follows:

BEGIN at the northwest corner of Lot 1, Block 113, AVON-BY-THE-SEA, Plat Book 3, Page 7 of the Public Records of Brevard County, Florida; thence South 89° 51' 56" East along the southerly right of way of Mead Avenue per said plat, 192.82 feet to a point on the southerly extension of the westerly boundary line of Lot 12, Block 112 per said plat; thence leaving said southerly right of way line, run North 11° 27' 59" East along said southerly extension of the westerly boundary line of Lot 12 a distance of 100.16 feet to a point on the northerly boundary line of said Lot 12, Block 112 per said plat; thence leaving the southerly extension of the westerly boundary line of said Lot 12, run South 89° 55' 42" East along the northerly boundary line of said Lot 12 a distance of 456.81 feet to a point on the Erosion Control Line, per Florida Department of Environmental Protection Mean High Water Survey File No. 2249; thence leaving the northerly boundary line of said Lot 12, run the following courses along said Erosion Control Line, South 09° 34' 48" West, 65.22 feet; thence South 09° 49' 51" West, 176.05 feet; thence South 07° 31' 45" West, 111.82 feet to a point on the northerly right of way line of Pulsipher Avenue per said plat; thence leaving said Erosion Control Line, run North 89° 51' 16" West along said northerly right of way line 615.40 feet to a point on the easterly right of wayline of Ridgewood Avenue per said plat; thence leaving the northerly right of way line of said Pulsipher Avenue, run North 00° 19' 32" East along said easterly right of way line 249.94 feet to the POINT OF BEGINNING.

EXHIBIT C ORDINANCE 1668 VACATING MEADE AVENUE CITY OF COCOA BEACH, FLORIDA

EXHIBIT C TO WESTGATE/COUTY/CITY AGREEMENT

ORDINANCE NO. 1668

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATED TO THE VACATION OF A PORTION OF MEADE AVENUE COMPRISING APPROXIMATELY .51 ACRES AS 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 necessary to vacate a portion of an existing right of way known as Meade Avenue in order to facilitate the development of a resort hotel in the Oceanside Redevelopment District with new public beach access, replacement of public parking spaces, upgraded utilities, improved stormwater, and restored dunes; and

WHEREAS, the City has determined that the project that will be facilitated by this vacation will implement a vital need in Cocoa Beach's economic development and redevelopment plans; 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 has 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 .51 acre portion of Meade Avenue 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 and the City of Cocoa Beach has recorded in the public records of Brevard County, Florida, merely as a ministerial act, a document acknowledging that the following has occurred:

ORDINANCE NO. 1668

- Recording of this Ordinance
- Recording of an agreement by and among the owner of the property abutting the portion of Meade Avenue being vacated (hereinafter "Owner"), the City of Cocoa Beach and Brevard County that addresses the vacation of Meade Avenue in terms of beach access, vehicle parking, public restroom access, construction access, sand placement and other operations associated with the Brevard County Shore Protection Program, that acknowledges an Army Corps of Engineers' approval as to revisions to the perpetual storm damage reduction project easement (beach renourishment easement); that acknowledges a perpetual construction access easement over Owner's property that will allow heavy construction vehicles practical access to the beach from both Meade Avenue (or on Owner's property and north of the pier) and on Pulsipher; and acknowledges the existence of a perpetual agreement to maintain publicly accessible restrooms and a minimum of 50 parking spaces dedicated to the public.
- Recording of a Development Agreement between the City of Cocoa Beach and the Owner which shall include at a minimum the following conditions:
 1. All applicable easements will be established 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.
 2. Public Beach access to be provided in a relocated area adjacent to the Pier property and that acknowledges that such Public Beach access relocation meets the intent of Section 6.03 of the City Charter.
 3. All city-owned and regulated parking spaces will be relocated in such a manner as to maintain their participation in the City's parking program, and they will remain available to the general public in a manner similar to the existing spaces within the general area of the vacation of a portion of Meade Avenue.
 4. The property being vacated shall not be used in the density calculations for the proposed development on the adjacent properties.

Upon Motion by Commissioner Woulas, seconded by Commissioner Miller, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 17 day of March, 2022.

Ayes: 5
Nays: 0
Absent or Abstaining: 0

Ben Malik
Mayor-Commissioner

ATTEST:

Loredana Kalaghchy
Loredana Kalaghchy, MMC, City Clerk

First Reading: 03-03-22
Date Posted: 03-04-22
Date Published: 03-03-22

Composite Exhibit A

DESCRIPTION

A portion of AVON-BY-THE SEA, according to the plat thereof as recorded in Plat Book 3, Page 67 of the Public Records of Brevard County, Florida. Said parcel being more particularly described as follows:

BEGIN at the northwest corner of Lot 6, Block 113 per said plat; thence North 11° 27' 59" East, 48.95 feet to a point on the northerly right of way line of Meade Avenue per said plat; thence along said northerly right of way line, South 89° 51' 56" East, 458.44 feet to a point on the Erosion Control Line, per Florida Department of Environmental Protection Mean High Water Survey File No. 2249; thence leaving said northerly right of way line, run the following courses along said Erosion Control Line, South 09° 34' 48" West, 13.82 feet; thence South 09° 49' 51" West, 34.87 feet to a point on the southerly right of way line of Meade Avenue per said plat; thence leaving said Erosion Control Line, run along said southerly right of way line, North 89° 51' 56" West, 459.04 feet to the POINT OF BEGINNING.

Said parcel contains 0.51 acres, more or less.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARING SHOWN HERE ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF MEADE AVENUE AND BEING NORTH 10° 27' 09" EAST.

CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



McCrory, David

Digitally signed by McCrory, David
DN: cn="McCrory, David"
Reason: I have reviewed this document
Contact info: DMcCrory@VHB.com
Date: 2021.11.16 17:19:06-0500

WM. DAVID MCCRARY, JR., P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 4853

DATE

SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

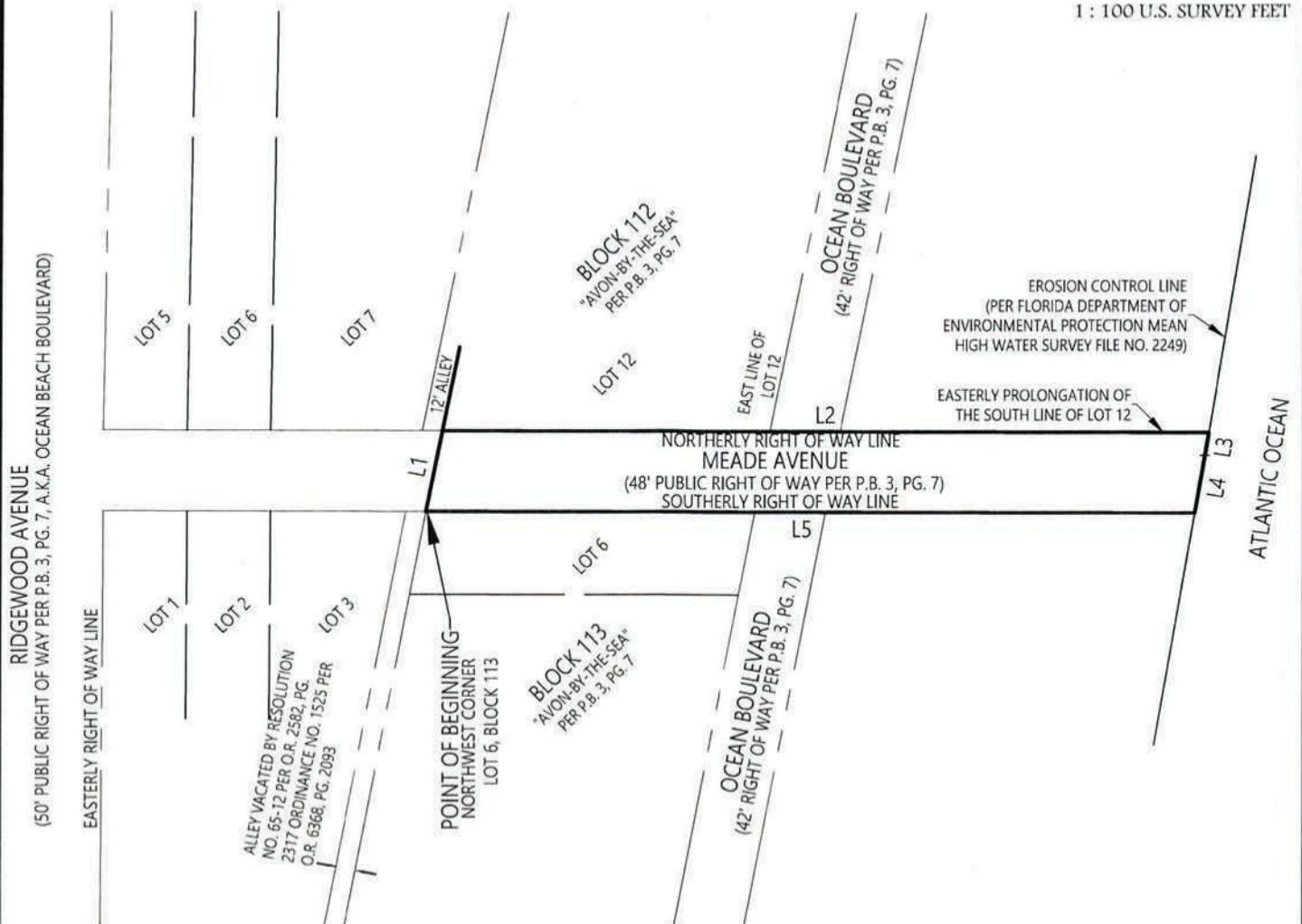
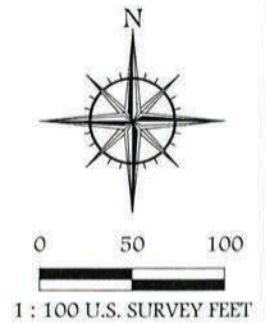
Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP	CHECKED: JLD
PROJECT # 61920.01	
DRAWING: ROW Vac NHW Sk & Desc.dwg	
DRAWING DATE: 05/19/2021	
	SHEET 1 OF 2

SKETCH & DESCRIPTION
Right of Way Vacation

ISSUED FOR:
WESTGATE COCOA BEACH PIER LLC

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°27'59" E	48.95'
L2	S 89°51'56" E	458.44'
L3	S 9°34'48" W	13.82'
L4	S 9°49'51" W	34.87'
L5	N 89°51'56" W	459.92'



LEGEND

A.K.A. = ALSO KNOWN AS
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.G. = PAGE

SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA

vhb
Vanasse Hangen Brustlin, Inc.

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

DRAWN BY: CAP CHECKED: JLD
PROJECT # 61920.01
DRAWING: ROW Vac NHW Sk & Desc.dwg
DRAWING DATE: 05/19/2021
SCALE: 1" = 100' SHEET 2 OF 2

SKETCH & DESCRIPTION
Right of Way Vacation

ISSUED FOR:
WESTGATE COCOA BEACH PIER LLC

ORDINANCE NO. 1668

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATED TO THE VACATION OF A PORTION OF MEADE AVENUE COMPRISING APPROXIMATELY .51 ACRES AS 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 necessary to vacate a portion of an existing right of way known as Meade Avenue in order to facilitate the development of a resort hotel in the Oceanside Redevelopment District with new public beach access, replacement of public parking spaces, upgraded utilities, improved stormwater, and restored dunes; and

WHEREAS, the City has determined that the project that will be facilitated by this vacation will implement a vital need in Cocoa Beach's economic development and redevelopment plans; 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 has 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 .51 acre portion of Meade Avenue 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.

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ORDINANCE NO. 1668

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- Recording of an agreement by and among the owner of the property abutting the portion of Meade Avenue being vacated (hereinafter "Owner"), the City of Cocoa Beach and Brevard County that addresses the vacation of Meade Avenue in terms of beach access, vehicle parking, public restroom access, construction access, sand placement and other operations associated with the Brevard County Shore Protection Program, that acknowledges an Army Corps of Engineers' approval as to revisions to the perpetual storm damage reduction project easement (beach renourishment easement); that acknowledges a perpetual construction access easement over Owner's property that will allow heavy construction vehicles practical access to the beach from both Meade Avenue (or on Owner's property and north of the pier) and on Pulsipher; and acknowledges the existence of a perpetual agreement to maintain publicly accessible restrooms and a minimum of 50 parking spaces dedicated to the public.
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 2. Public Beach access to be provided in a relocated area adjacent to the Pier property and that acknowledges that such Public Beach access relocation meets the intent of Section 6.03 of the City Charter.
 3. All city-owned and regulated parking spaces will be relocated in such a manner as to maintain their participation in the City's parking program, and they will remain available to the general public in a manner similar to the existing spaces within the general area of the vacation of a portion of Meade Avenue.
 4. The property being vacated shall not be used in the density calculations for the proposed development on the adjacent properties.

Upon Motion by Commissioner Woulas, seconded by Commissioner Miller, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 17 day of March, 2022.

Ayes: 5
Nays: 0
Absent or Abstaining: 0

Ben Malik
Mayor-Commissioner

ATTEST:

Loredana Kalaghchy
Loredana Kalaghchy, MMC, City Clerk

First Reading: 03-03-22
Date Posted: 03-04-22
Date Published: 03-03-22

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Loren Wiltse

MEETING DATE

July 18, 2024

REQUESTED MOTION/ACTION

Adopt Ordinance 1690 on First Reading: An Ordinance of the City of Cocoa Beach, Brevard County, Florida; to approve a planned development project with an accompanying master conceptual development plan, master conceptual site plan, and development agreement with accompanying attachments; to amend the official zoning map of the City of Cocoa Beach by changing the zoning designation from Oceanside (OC) to Planned Development (PD) for two parcels of land totaling 4.667 acres, more or less, located east of Ocean Beach Blvd on the north, south side of Meade Avenue and north of Pulsipher Avenue on parcels identified with parcels no.24-37-26-cg-113-6 and 24-37-26-cg-112-12 within the public records of Brevard County, Florida; providing for authorization; providing for conflicts; providing for severability; and providing for an effective date.

Staff Representative: Loren Wiltse, Principal Planner, Randy Stevenson, Development Services Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Ordinance 1690 is a request to approve a Planned Development, for the property located at 401 Meade Avenue, with an associated Master Conceptual Development Plan, Master Conceptual Site Plan, Development Agreement (DA), and a request to approve the amendment of the zoning designation of Parcels NO. 24-37-26-CG-113-6 and 24-37-26-CG-112-12, totaling about 4.667 acres, from Oceanside (OC) to Planned Development (PD).

The proposed planned development project is a total demolition and redevelopment of property known as the Cocoa Beach Pier, (Trader Rick's Marketplace, Surf Rental's, parking lot, and buildings adjacent to the Pier Entry) which is proposed to be the future site of the "Westgate Resorts at the Cocoa Beach Pier". The Westgate Resort is proposed as a multi-million-dollar resort hotel, complete with resort style pool, parking garage, beach frontage, new public beach access, replacement public parking spaces, landscaping, upgraded utilities, improved stormwater, restored dunes, and other amenities. The parking garage and "back of house" for the resort are estimated to be 197,250 SF and the hotel will be 182,000 SF with 116 rooms. Density is based on a site area of 4.16 acres (Less vacated Meade Ave) at 28 units per acre. The project will become a key part of implementing the adopted standards for development of the North Cocoa Beach Redevelopment Area and provide a vital element in Cocoa Beach's economic development and redevelopment plans

Cocoa Beach City Commission
Agenda Item Summary (Adopted in January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:

Development Services/Loren Wiltse Principal Planner

2. MEETING DATE:

July 18, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

REQUEST THAT THE CITY COMMISSION CONSIDER THE FIRST READING OF ORDINANCE 1690 APPROVING A PLANNED DEVELOPMENT PROJECT WITH AN ACCOMPANYING MASTER CONCEPTUAL DEVELOPMENT PLAN, MASTER CONCEPTUAL SITE PLAN, AND DEVELOPMENT AGREEMENT WITH ACCOMPANYING ATTACHMENTS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COCOA BEACH BY CHANGING THE ZONING DESIGNATION FROM OCEANSIDE (OC) TO PLANNED DEVELOPMENT (PD) FOR TWO PARCELS OF LAND TOTALING 4.667 ACRES, MORE OR LESS, LOCATED EAST OF OCEAN BEACH BLVD ON THE NORTH, SOUTH SIDE OF MEADE AVENUE AND NORTH OF PULSIPHER AVENUE ON PARCELS IDENTIFIED WITH PARCELS NO.24-37-26-CG-113-6 and 24-37-26-CG-112-12 WITHIN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. AGENDA

STAFF PRESENTATION ☐
CONSENT ☐
SITE PLAN CONSENT ☐
UNFINISHED BUSINESS ☐
NEW BUSINESS ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes ☐ No ☐ **IF NO, CITY ACTION REQUIRED** ☒ N/A

DETAILED ANALYSIS ATTACHED? Yes ☒ No ☐

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Ordinance 1690 is a request to approve a Planned Development, for the property located at 401 Meade Avenue, with an associated Master Conceptual Development Plan, Master Conceptual Site Plan, Development Agreement (DA), and a request to approve the amendment of the zoning designation of Parcels NO. 24-37-26-CG-113-6 and 24-37-26-CG-112-12, totaling about 4.667 acres, from Oceanside (OC) to Planned Development (PD).

The proposed planned development project is a total demolition and redevelopment of property known as the Cocoa Beach Pier, (Trader Rick's Marketplace, Surf Rental's, parking lot, and buildings adjacent to the Pier Entry) which is proposed to be the future site of the "Westgate Resorts at the Cocoa Beach Pier". The Westgate Resort is proposed as a multi-million-dollar resort hotel, complete with resort style pool, parking garage, beach frontage, new public beach access, replacement public parking spaces, landscaping, upgraded utilities, improved stormwater, restored dunes, and other amenities. The parking garage and "back of house" for the resort are estimated to be 197,250 SF and the hotel will be 182,000 SF with 116 rooms. Density is based on a site area of 4.16 acres (Less vacated Meade Ave) at 28 units per acre. The project will become a key part of implementing the adopted standards for development of the North Cocoa Beach Redevelopment Area and provide a vital element in Cocoa Beach's economic development and redevelopment plans.

Prior Approvals.

On July 7, 2022, the City Commission approved a variance to the city's land development code (LDC) sections 2-42 and 2-43 to allow a resort hotel with a parking garage to be constructed to a maximum height of 70 feet.

On March 17, 2022, the City Commission approved the vacation of a portion of Meade Avenue to facilitate the future development (Ordinance 1668). The vacation is subject to the approval of the site development plan (Master Conceptual Development Plan, Master Conceptual Site Plan) and the execution of the DA. In addition, Ordinance 1668 requires the recording of an agreement between Westgate Cocoa Beach Pier, LLC., City of Cocoa Beach, and Brevard County. The agreement addresses beach access, vehicle parking, public restroom access, as well as construction access, sand placement and other operations associated with the Brevard County Shore Protection Program including Army Corps of Engineers beach renourishment easements, each of which are represented as components of the proposed PD.

On June 3, 2024, in accordance with the Comprehensive Plan, the City Land Development Code Section 2-26, The City Planning Board held a duly noticed public hearing to provide a recommendation to the City Commission. Following their review of the following project documents and, after consideration of testimony from the applicant, staff, public comments, and review of Draft Ordinance #1690 reflecting the Master Concept Development Plan, DA, and associated change in the site's zoning from Oceanside (OC) to Planned Development (PD), the Planning Board voted unanimously to forward a recommendation of approval to the City Commission.

June 3, 2024 Planning Board Motion:

For the proposed planned development (PD) at 401 Meade Avenue, I move to forward planned development case # PZ-22-22, with its associated conceptual master development plan, conceptual site plan, draft developmental agreement, and three-party agreement, and zoning change from Oceanside (OC) to Planned Development (PD), along with consideration of the impacts of a traffic study in the area and in consultation with the City and FDOT, to the Commission with a recommendation of approval.

The city adopted the planned development option within the land development code for those larger properties (greater than 3 acres) within the redevelopment land use districts as a method for the strategic development of a large-scale project. The creation of a planned development involves the establishment of size and dimensional standards required to be identified and set forth in the DA and Master Conceptual Development and Site Plan and included in the engineering and development plans which will be prepared prior to the approval of any required permits for construction.

City staff and the applicant have had numerous meetings and discussions to make sure the conceptual site design and Development Agreement regulations have been incorporated into the request and that these items will work together to create a quality project that will be a credit to both the developer and the city. We are now in the final stages of master plan, zoning and development agreement approval. The master conceptual development and master conceptual site plan have been incorporated into the development agreement provided as Exhibit D to Ordinance 1690. Also provided within the DA, is a Master Conceptual Building Plan, Master Conceptual Aerial Site Plan, Master Infrastructure Conceptual plan (Utility and Drainage), Master Conceptual Landscape Plan, and Character Guide which are referenced in the DA Exhibits.

As detailed above, the Planning Board discussed the proposed development at their June 3, 2024, public meeting and voted to forward a recommendation of approval to the City Commission. Ordinance 1690 was advertised for first reading by the Commission on July 18, 2024. Newspaper advertising, as required by Florida State Statutes, was published on June 13, 2024.

If the City Commission approves first reading of Ordinance 1690, the ordinance will be brought back to the City Commission for second reading and adoption following proper advertising. Staff respectfully request adoption following a 2nd reading of Ordinance 1690, at a date set by the Commission, that allows sufficient time for public notice of the 2nd reading.

ORDINANCE NO. 1690

AN ORDINANCE OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA; TO APPROVE A PLANNED DEVELOPMENT PROJECT WITH AN ACCOMPANYING MASTER CONCEPTUAL DEVELOPMENT PLAN, MASTER CONCEPTUAL SITE PLAN, AND DEVELOPMENT AGREEMENT WITH ACCOMPANYING ATTACHMENTS; TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF COCOA BEACH BY CHANGING THE ZONING DESIGNATION FROM OCEANSIDE (OC) TO PLANNED DEVELOPMENT (PD) FOR TWO PARCELS OF LAND TOTALING 4.667 ACRES, MORE OR LESS, LOCATED EAST OF OCEAN BEACH BLVD ON THE NORTH, SOUTH SIDE OF MEADE AVENUE AND NORTH OF PULSIPHER AVENUE ON PARCELS IDENTIFIED WITH PARCELS NO.24-37-26-CG-113-6 and 24-37-26-CG-112-12 WITHIN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach, has adopted a Comprehensive Plan in accordance with the State of Florida Community Planning Act; and

WHEREAS, for the purposes of implementing the Comprehensive Plan, and pursuant to the City Land Development Code Section 2-03, the city has adopted an Official Zoning Map; and

WHEREAS, in accordance with the Comprehensive Plan, the City Land Development Code Section 2-26, provides procedures and guidelines for the creation and approval of a Planned Development with accompanying Development Agreement: and

WHEREAS, a written request for the creation of a Planned Development, including approval of a Development Agreement and an amendment to the Official Zoning Map designation from OC Oceanside to PD Planned Development, for property identified with Parcel ID's NO. 24-37-26-CG-113-6 and 24-37-26-CG-112-12 (401 Meade Avenue), per the requirements of the City Land Development Code Section 2-26, was received by the city and assigned case number PZ-22-22; and

WHEREAS, the City Comprehensive Plan Future Land Use Map 2025, through adoption of Ordinance 1629 on October 1, 2020, identifies the subject parcels as having a future land use designation of Redevelopment, which is consistent with and supports the proposed zoning map designation of PD Planned Development; and

WHEREAS, the Cocoa Beach Planning Board, as the Local Planning Agency, held a duly noticed public hearing on June 3, 2024, regarding the approval of the Planned Development, with the accompanying Development Agreement, and adoption of amendments to the city's Official Zoning Map, whereby the Board recommended approval and adoption; and

WHEREAS, The City of Cocoa Beach City Commission, provided an opportunity for individuals to participate in the rezoning ordinance public hearing process and held a duly noticed public hearing, as set forth in Florida Statutes, on July 18, 2024, to consider the adoption of this Planned Development, with its accompanying Development Agreement, Master Conceptual Development Plan, and Master Conceptual Site Plan as an amendment to the city's Official Zoning Map.

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

SECTION 1. This Ordinance is adopted in conformity with the Community Planning Act of Florida Statutes Chapter 163.

SECTION 2. The Planned Development, with the accompanying Development Agreement provided as Exhibit B, detailed and codified in Land Development Code Section 2-26, is hereby approved, and the Official Zoning Map, established and codified in Land Development Code Section 2-03, is hereby amended by changing the zoning designation from (OC) Oceanside to (PD) Planned Development, for two parcels with Parcel ID Nos. NO.24-37-26-CG-113-6 and 24-37-26-CG-112-12, located on the west side of Ocean Beach Boulevard, on the north and east end of Meade Avenue and between Meade Avenue and Pulsipher Avenue and the Atlantic Ocean, and further described and illustrated in Exhibit A.

SECTION 3. The city manager is authorized and directed to revise the Official Zoning Map accordingly.

SECTION 4. CONFLICTS. Any and all Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5. SEVERABILITY. If any provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end the provisions of this Ordinance are declared severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon adoption.

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 _____, 2024.

Ayes: _____
Nays: _____
Absent or, Abstaining _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karen Groom
City Clerk

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

Exhibit A

Legal Description and Illustration of Subject Parcels (Exhibit A of Attached DA)

Parcel ID No. 24-37-26-CG-112-12

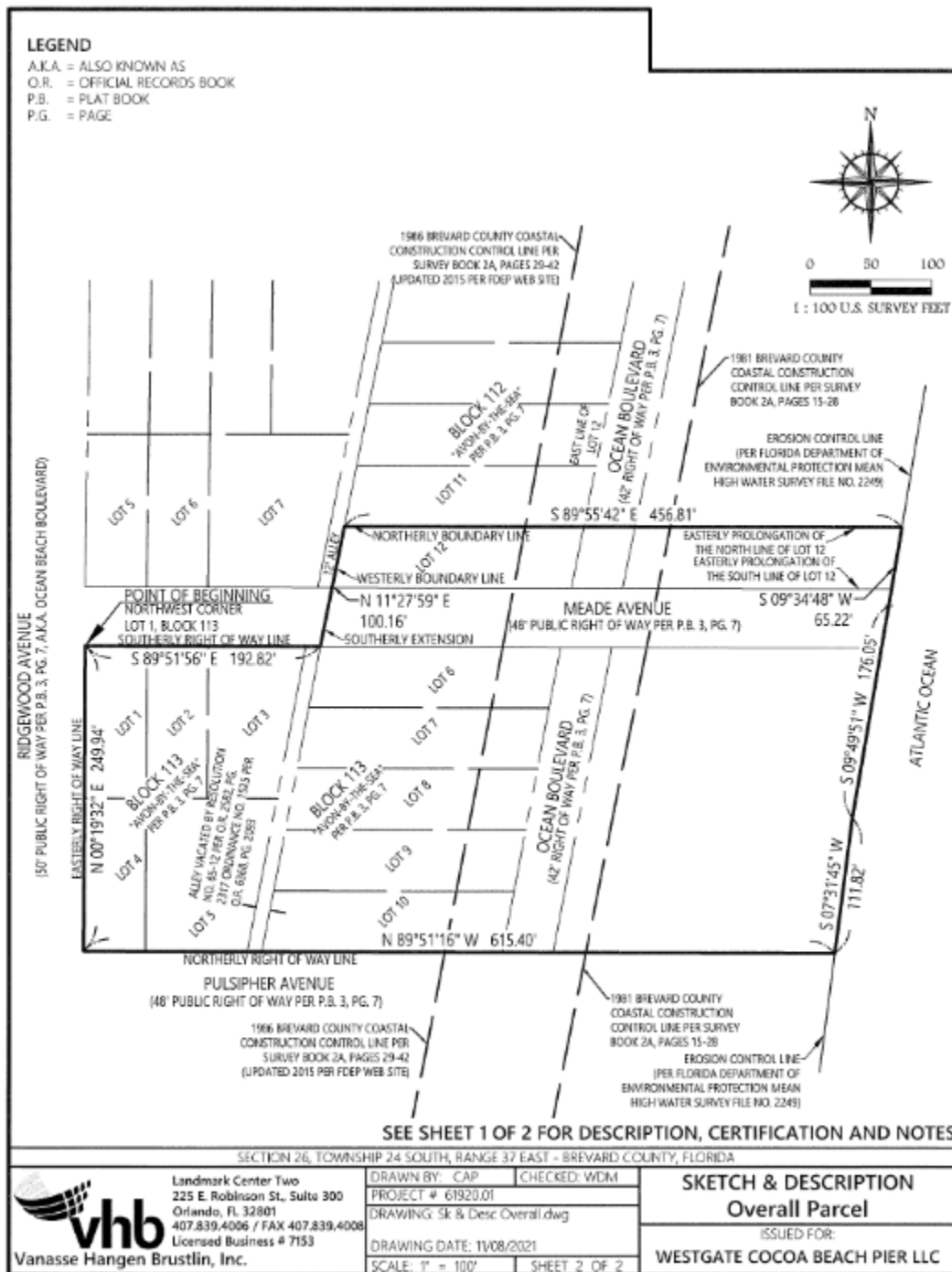
AVON BY THE SEA LOT 12 & LAND LYING E TO OCEAN AS DES IN ORB 165 PG 193 BLK 112 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

Parcel ID No. 24-37-26-CG-113-6

AVON BY THE SEA ALL BLK 113 & OTHER LANDS LYING E AS DESC IN DB 351 PG 249, ORB 103 PG 588, ORB 444 PG 574, ORB 468 PG 185, ORB 1597 PG 84 TOGETHER WITH ALL CLOSED ST & VAC ALLEY LYING WITHIN..., OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

DESCRIPTION A parcel of land located in Section 26, Township 24 South, Range 37 East, Brevard County, Florida. Said parcel being more particularly described as follows: BEGIN at the northwest corner of Lot 1, Block 113, AVON-BY-THE-SEA, Plat Book 3, Page 7 of the Public Records of Brevard County, Florida; thence South 89° 51' 56" East along the southerly right of way of Mead Avenue per said plat, 192.82 feet to a point on the southerly extension of the westerly boundary line of Lot 12, Block 112 per said plat; thence leaving said southerly right of way line, run North 11° 27' 59" East along said southerly extension of the westerly boundary line of Lot 12 a distance of 100.16 feet to a point on the northerly boundary line of said Lot 12, Block 112 per said plat; thence leaving the southerly extension of the westerly boundary line of said Lot 12, run South 89° 55' 42" East along the northerly boundary line of said Lot 12 a distance of 456.81 feet to a point on the Erosion Control Line, per Florida Department of Environmental Protection Mean High Water Survey File No. 2249; thence leaving the northerly boundary line of said Lot 12, run the following courses along said Erosion Control Line, South 09° 34' 48" West, 65.22 feet; thence South 09° 49' 51" West, 176.05 feet; thence South 07° 31' 45" West, 111.82 feet to a point on the northerly right of way line of Pulsipher Avenue per said plat; thence leaving said Erosion Control Line, run North 89° 51' 16" West along said northerly right of way line 615.40 feet to a point on the easterly right of way line of Ridgewood Avenue per said plat; thence leaving the northerly right of way line of said Pulsipher Avenue, run North 00° 19' 32" East along said easterly right of way line 249.94 feet to the POINT OF BEGINNING. Said parcel contains 4.667 acres, more or less.												
NOTES 1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW. 3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT. 4. BEARING SHOWN HERE ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADE AVENUE AND BEING SOUTH 89° 51' 56" EAST. (ASSUMED) 5. THE EXISTING RIGHT OF WAY AREA OF OCEAN BLVD APPEARS TO BE VACATED. HOWEVER, THE UNDERSIGNED SURVEYOR WAS NOT PROVIDED ANY VACATION DOCUMENTATION, AND DOES NOT CERTIFY TO THE LEGAL STATUS OF OCEAN BOULEVARD.												
CERTIFICATION I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.  McCrary, David WM. DAVID MCCRARY, JR., P.S.M. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 4853 Digitally signed by David McCrary, Jr. DN: cn=David McCrary, Jr., o=David McCrary, Jr., ou=David McCrary, Jr., email=dmccrary@vhanb.com, c=US Date: 2021.11.18 10:00:00 -0500 DATE _____												
SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA												
 Landmark Center Two 225 E. Robinson St., Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4000 Licensed Business # 7153 Vanasse Hangen Brustlin, Inc.	<table border="1"><tr><td>DRAWN BY: CAP</td><td>CHECKED: WDM</td></tr><tr><td>PROJECT # 61920.01</td><td></td></tr><tr><td>DRAWING: Sk & Desc Overall.dwg</td><td></td></tr><tr><td>DRAWING DATE: 11/18/2021</td><td></td></tr><tr><td colspan="2">SHEET 1 OF 2</td></tr></table> <table border="1"><tr><td>SKETCH & DESCRIPTION Overall Parcel ISSUED FOR: WESTGATE COCOA BEACH PIER LLC</td></tr></table>	DRAWN BY: CAP	CHECKED: WDM	PROJECT # 61920.01		DRAWING: Sk & Desc Overall.dwg		DRAWING DATE: 11/18/2021		SHEET 1 OF 2		SKETCH & DESCRIPTION Overall Parcel ISSUED FOR: WESTGATE COCOA BEACH PIER LLC
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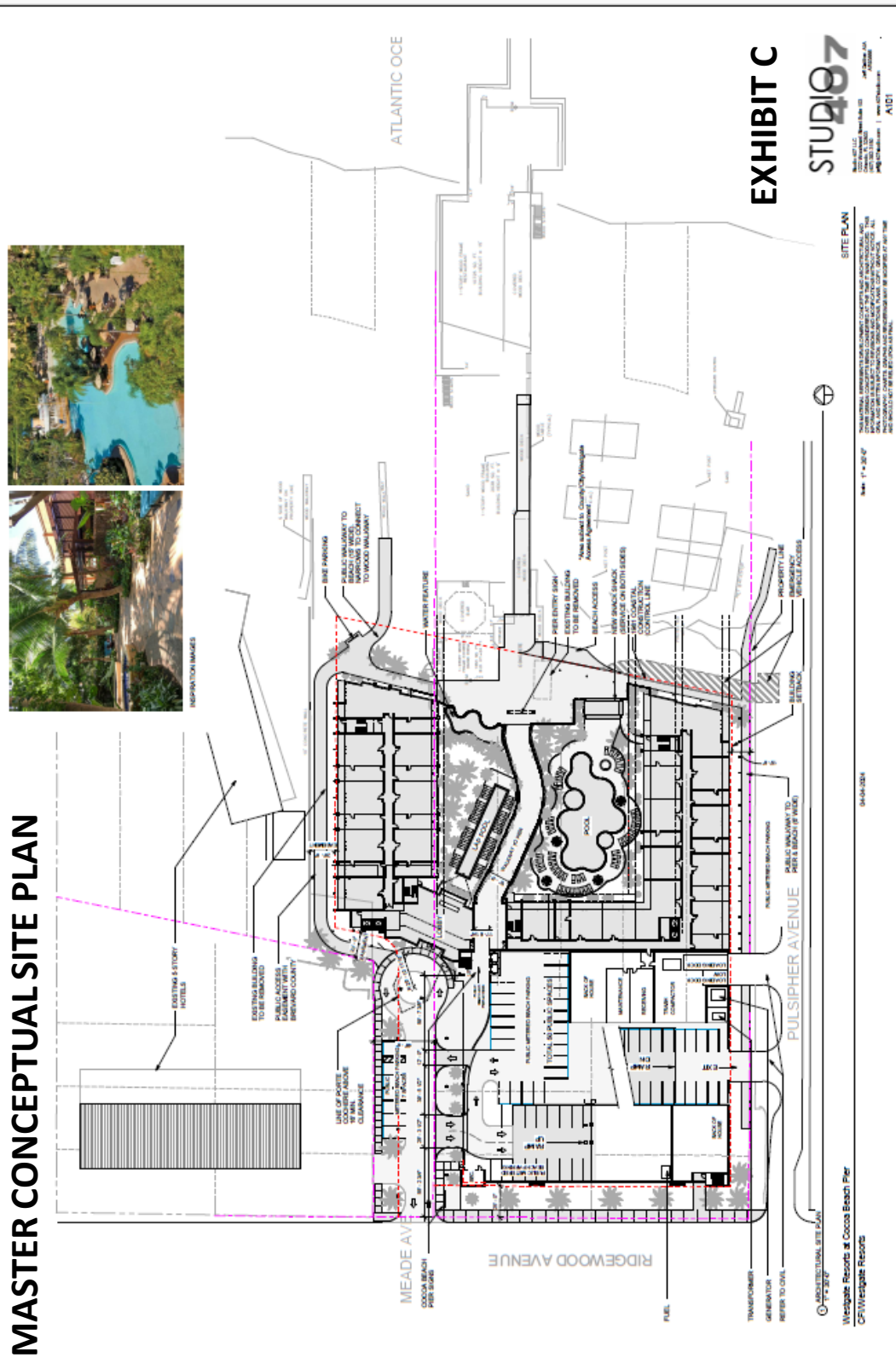
EXHIBIT A



MASTER CONCEPTUAL DEVELOPMENT PLAN

- | | | | |
|--|---|--|-----------------------------------|
| 1 LOBBY | 4 POOL | 10 MULTI-LEVEL PARKING STRUCTURE (555 P.S.) | 20 COCOA BEACH PIER ENTRY SIGN |
| 2 GARAGE WITH 50 PUBLIC PARKING SPACES - Agreement Section 4 | 5 LAP POOL | 11 6-STORY GUESTROOM BUILDING | 21 BEACH ACCESS |
| 3 PUBLIC BEACH RENOURISHMENT ACCESS (NORTH-SOUTH BEACH ACCESS) *Easement Boundaries per Brevard County Shore Protection Beach Renourishment Easement EXH C/Agreement Section 6 | 6 15' PUBLIC BEACH AND PIER WALKWAY EASEMENT EXH B/ Agreement Section 3 | 12 BEACH RESTROOMS | 22 BEACH ACCESS PLAZA |
| | 7 POOL DECK FOR GUEST ACCESS | 13 DROP OFF | 23 EMERGENCY VEHICLE ACCESS |
| | 8 BIKE PARKING | 14 PULSIPHER PUBLIC BEACH ACCESS Agreement Section 8 | 24 SUPPORT AREAS AND LOADING DOCK |
| | 9 BEACH BAR | 15 PUBLIC BEACH ACCESS EASEMENT EXH D/ Agreement Section 7 | 25 COCOA BEACH PIER SIGNS |
| | | 16 PUBLIC METERED BEACH PARKING (7 P.S.) | |
| | | 17 PUBLIC METERED BEACH PARKING (18+1 P.S.) | |
| | | 18 WATER FEATURE | |
| | | 19 COCOA BEACH PIER | |





DEVELOPMENT AGREEMENT BETWEEN

CITY OF COCOA BEACH

AND

WESTGATE COCOA BEACH, LLC

THIS DEVELOPMENT AGREEMENT (hereinafter “DA”) is entered into as of _____, 2022 by and between WESTGATE COCOA BEACH, LLC, a Florida limited liability company (hereinafter “Developer”), whose address is 401 Meade Avenue, Cocoa Beach, Florida 32931, and THE CITY OF COCOA BEACH, a Florida municipal corporation (hereinafter "City"), whose address is 1600 Minutemen Causeway, Cocoa Beach, Florida 32932.

RECITALS

WHEREAS, the Developer has presented to the City a plan to build a transient resort and accessory uses with a parking garage (hereinafter the “Project”) on property located at 401 Meade Avenue, Cocoa Beach, FL; and

WHEREAS, at the request of the Developer, the City has determined that the Project met the standards for a change in zoning from Oceanside Zoning District to Planned Development (PD) zoning district, as authorized under the City's Land Development Code, pursuant to Appendix B, Chapter II, Article IV, Section 2-26, Planned Development. ; and

WHEREAS, the PD zoning district requires that a Development Agreement (“DA”) be adopted by the City Commission which will bind the City and Developer to agree upon conceptual elements in support of the Project as set forth herein and on the Master Conceptual Development Plan and Master Conceptual Site Development Plan as attached hereto; and

WHEREAS, the City and Developer acknowledge that this DA is binding on the City and Developer and their respective successors and assigns; and

WHEREAS, the intent and purpose of the PD District is to accomplish within the City’s Redevelopment Districts, a more desirable environment and efficient land use pattern than would be possible through the application of conventional zoning and the form-based code requirements, while assuring that the project adheres to the applicable provisions of the City’s Charter, Comprehensive Plan and Land Development Code, and applicable federal and state regulations; and

WHEREAS, the PD District offers a Developer maximum flexibility to deviate from traditional rigid zoning standards and requirements, so that this Project has been designed with setbacks, building locations, site coverage, parking, landscape, signage, fencing heights and locations, buffers, sidewalks, access aisles, and other standards based upon Project feasibility, hotel brand and site constraints, and site development capabilities. These elements were proposed by the Developer on the Master Conceptual Plan (Exhibit “B”) and Master Conceptual Site Plan (Exhibit “C”) and Development Standards (Exhibit “D”) and submitted for approval by the City Commission which subsequently approved same.

WHEREAS, the City acknowledges that with projects of this size and scale, the Project may change as it goes through the permitting and construction plan approval process. To enable smooth and timely project management, the City, through its City Commission, hereby grants the City Manager the authority to approve minor changes to the development plans or signage design plan and other reductions in size, number or scale type Project changes, and make other decisions as more fully set forth in this DA; and,

WHEREAS, this Development Agreement is a non-statutory agreement and is not adopted in accordance with Florida Statutes, Section 163.3221, the Florida Local Government Development Agreement Act.

WHEREAS, all parties hereto have, without duress, voluntarily entered into this Agreement.

AGREEMENT

NOW, THEREFORE, the parties desire to be legally bound hereby agrees as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated into this Agreement by reference.

2. **CONSIDERATION.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both Parties and thus adequate consideration for this Agreement.

3. **DEFINITIONS.**

“**Agreement**” or “**DA**” shall mean this agreement between the City and the Developer.

“**City**” means the City of Cocoa Beach, a Florida municipal corporation.

“**City Manager**” means the City Manager or his/her designee.

“Code” means the City Charter, Code of Ordinances, and the Land Development Code in effect as of the Effective Date.

“County” means Brevard County, a political subdivision of the State of Florida.

“Developer” means Westgate Cocoa Beach, LP.

“Effective Date” means the date of recordation of the City Commission adopted, executed, and original signed version of this Agreement.

“Existing Land Development Code” means applicable provisions of the City Charter and City Land Development Code, including Chapter II, Article IV, Section 2-26 — Planned Development — and Chapter IV, Articles II — Subdivision Application Procedure — and III — Building Permit and Certificate of Occupancy - in effect as of the Effective Date which together regulate development and comprise the land development regulations governing the development of the Project.

“Laws” means the City Charter and all ordinances, resolutions, regulations, comprehensive plans, development regulations, and rules adopted by the City, County, State of Florida or federal government affecting the development of land.

“Minor Change” means any change in the Project floor area, lot coverage or similar numeric standard from such standards approved in either the Master Conceptual Site Development Plan and/or the Master Conceptual Development Plan that does not represent an increase of more than five percent (5%) above any such approved standard. Changes to the Project’s density or height shall not be considered a Minor change.

“Owner” has the same meaning as Developer.

“Parties” means the Developer and City, both of whom are signatories to this Agreement.

“Property” means the parcel more specifically described in Exhibit “A” to this Agreement and which is commonly referred to as the Cocoa Beach Pier.

4. **PURPOSE.** The purpose of this Agreement is to establish, as of the Effective Date, the development standards which govern the development of the Property. This Agreement satisfies the requirements of Section 2-26 of the Land Development Code.

5. **PROPERTIES SUBJECT TO THIS AGREEMENT.** The Property more specifically described as set forth in Exhibit “A”, titled “Sketch and Legal”, (hereinafter “Property”), is owned by the Developer and shall be held, transferred, sold, conveyed, occupied, and developed in the future subject to this Agreement. Prior to the recording of this Agreement,

the Developer shall supply to the City an opinion of title, from counsel admitted to the practice of the law in Florida, confirming the Developer's ownership of the Property and showing all liens, mortgages, and other encumbrances not satisfied or released of record and in a form acceptable to the City Attorney. All liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain such subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the City's execution of this Agreement.

6. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land that shall be binding upon, and inure to the benefit of, the Parties, their successors, assigns, heirs, legal representatives, and personal representatives.

7. **SUSTAINABILITY STANDARDS.** The top hotel brands in the industry recognize the importance of incorporating sustainable site and building design, and more efficient operational measures into a project. Developer intends to facilitate actions where feasible that will endeavor to emulate these best practices, such as to conserve natural resources, protect indigenous wildlife, enhance indoor environmental quality, and reduce and recycle waste. In addition, the Developer and/or operator, as applicable, shall incorporate sustainability elements, where feasible and economically practicable, from the guidelines promulgated by a variety of national and international organizations recognized for their expertise in the area of building sustainability.

8. **MASTER DEVELOPMENT PLANS.** The project is located in the Planned Development District which offers a Developer and designer maximum flexibility to deviate from traditional zoning standards and requirements. Developer has submitted the following plans for formal approval by the City, and the City Commission has approved said Plans:

a. The ***"Master Conceptual Development Plan"*** shows the general layout for the buildings, amenities, on and off-site uses, beach access, retention of the public easement, infrastructure, landscape, drainage, parking, and mobility of the project. That Plan demonstrates the Project's compliance with the PD district and how the project has been designed with setbacks, building locations, site coverage, parking, landscape, amenities, signage, and other elements based upon project feasibility, hotel brand standards, site constraints, and site development capabilities. A copy of the Master Conceptual Development Plan is enclosed and made part hereof as Exhibit "B."

b. The “*Master Conceptual Site Plan*” represents the conceptual civil engineering approach to the Project. A copy of the Master Conceptual Site Plan is enclosed and made part hereof as Exhibit “C.”

c. The “**WESTGATE RESORTS AT THE COCOA BEACH PIER DEVELOPMENT STANDARDS**” consists of minimum or maximum standards, as applicable, intended to provide staff with objective standards to assess the consistency of future Project submittals with the Master Conceptual Development Plan and the Master Conceptual Site Plan and facilitate staff review & consideration of the same. Said standards address the design of the specified Project elements including, but not limited to: lighting and signage, landscape, architecture, site design and buffering, amenities, infrastructure and other on-site Project components. The Development Standards shall be used by City staff in reviews of Project. Project plans which meet the Development Standards, the Master Conceptual Development Plan and Master Conceptual Site Plan, and otherwise in accordance with applicable City, County, state and federal requirements shall be approved by the City Manager. A copy of the Development Standards is attached and made a part hereof as Exhibit “D”.

The Project shall, in all respects, comply with the Florida Building Code in effect as of the date of application for the relevant permit for construction. It is agreed that all other approvals regarding Project issues, including, but not limited to, its architecture, engineering, permitting, aesthetics, signage, construction, and inspections will be handled administratively by the City Manager. City and Developer agree that any Minor changes to the Project that exceed what is represented on Exhibit “B” and/or Exhibit “C” shall be submitted to the City Manager for his/her review and consideration. Any changes other than Minor changes shall be submitted to the City Manager for review prior to such changes being submitted to the City Commission for its consideration. Developer shall have the right to appeal any specific decision of the City Manager to the City Commission, and the City Commission's decisions in all instances shall be considered final agency action. In the event the Developer should challenge any decisions of the City, Developer shall waive any such challenge upon the grounds of generality and lack of standards set forth in this Agreement and/or in the City's Land Development Code relating to the PD zoning.

The Developer has provided the City with a Traffic Impact Study which was prepared by VHB and accepted by the City in support of the two Master Plans. The Developer shall construct the improvements set forth in said Traffic Study at the Developer's sole cost and expense. If there

are Project changes which result in an increase to the size and scope of the Project, the Developer shall submit a new Traffic Study and any new necessary traffic improvements to be reviewed by the City, and if approved by the City, such necessary improvements shall be constructed at the sole cost and expense of the Developer.

d. Attached hereto and incorporated herein by reference are the CHARACTER GUIDE (Exhibit “E”) and PARKING PLAN (Exhibit “F”) which are additional development and conceptual plans.

MISCELLANEOUS ITEMS/GOVERNANCE

9. PUBLIC EASEMENTS.

a. ***Utility Easements.*** The Developer will provide the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Developer as the City may deem reasonably necessary or appropriate for the installation and maintenance of utilities and other services, including but not limited to, sewer, potable water, and reclaimed water services, electric, cable, fire protection and communications. These easements shall be contained within the final construction plans and shall be in a form that shall be recorded in the Public Records of Brevard County, Florida.

b. ***Public Access Easement.*** Developer will provide to the City and Brevard County such easements that are necessary and reasonable for the purpose of guaranteeing public beach access, beach parking and as needed for beach re-nourishment project and sand easement operations associated with the Brevard County Shore Protection Program. These easements shall be contained within the final construction plans and shall be in a form that shall be recorded in the Public Records of Brevard County, Florida. The master plan documents and the “Westgate Agreement,” (an Agreement between Westgate Cocoa Beach Pier, LLC, The City of Cocoa Beach, and the Board of County Commissioners of Brevard County, Florida), a copy of which is attached hereto as Exhibit “G” shall be completed and recorded prior to the issuance of a Certificate of Occupancy to the Developer.

10. **ADDITIONAL RETAIL AND ALCOHOL SALES.** Subject to appropriate state licensing, City Beach Business Tax Receipts, and environmental permitting, by the adoption of this DA, the City Commission approves the issuance of a City Beach Vendor Permit(s) authorizing Developer to rent recreational equipment and sell food and beverage, including alcoholic beverages, seaward of the 1981 Coastal Construction Control Line via tiki/bar areas located on the

dune crossover structures and/or through host services on beach lands owned by the Developer and the City, pursuant to the aforementioned Beach Vendor Permit, the details of which shall be mutually agreed upon by the Developer and City and the issuance of which shall not be unreasonably withheld, conditioned or delayed.

11. **CONCURRENCY.** The Developer acknowledges and agrees that, prior to the issuance of any building permit(s) for the Subject Property, the Developer must have received and be in possession of a valid unexpired Certificate of Capacity. The Certificate of Capacity verifies the reservation of infrastructure capacity sufficient to permit development pursuant to the approved site plan for the Subject Property. The Certificate of Capacity shall be valid for a term as defined and stated in the Certificate. Neither this DA nor the site/master plan approval shall create or result in a vested right or rights to develop the Subject Property without a current and valid Certificate of Capacity.

12. **NON-CONFORMITIES.** The City acknowledges that the Property, as of the Effective Date, is improved as a resort hotel complex. The parties hereby find and agree that both the Property's current use and existing buildings forming part of the hotel complex conform with the provisions of the City's land development regulations. Notwithstanding the provisions of the Existing Land Development Code, the Developer may make substantial improvements to the buildings located on the Property as it is presently configured in excess of the threshold(s) set forth in s. 4-26 of the City's Existing Land Development Code. Notwithstanding this finding, the City shall not be precluded from requiring Developer to bring the Property into compliance with the Florida Building Code, Fire Code, stormwater regulations, and such other applicable regulations necessary to ensure that the Property does not pose a hazard to the health or safety of the public.

13. **VESTING.** Adoption of the Master Development Plan and Master Conceptual Site Plan and recording of the DA will vest the Developer and its successors and assigns with the rights set forth herein during the term of this DA, so long as this DA is in force. No action of the City, including, but not limited to, changes in the City's Charter, Comprehensive Plan, or Land Development Code or other City regulation will have the specific or unintended effect of changing the rights and uses vested and applicable to the Subject Property. Provided, however, if either current state or federal law is applicable to this DA and precludes the parties' compliance with any of the terms of this Agreement or is enacted after the effective date of this Agreement and is

applicable to and precludes the parties' compliance with any of the terms of this DA, this DA shall be modified or revoked as is necessary to comply with the relevant state or federal law.

14. **COMPLIANCE WITH THE LAW.** Subject to the vesting provisions herein, the failure of this DA to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

15. **NOTICES.**

a. All notices, demands, and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing and delivered by personal service or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, or by overnight express delivery, such as Federal Express, to the Parties at the addresses listed below. Any notice to be given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday, or legal holiday.

To the City: City Manager
 City of Cocoa Beach
 1600 Minutemen Causeway
 Cocoa Beach, FL 32931

With a copy to: City Attorney
 Attn: Gretchen R. H. Vose, Esq.
 Vose Law Firm LLP
 234 West Morse Blvd.
 Winter Park, FL 32789

To Developer: Bryon Smith
 Westgate Resorts
 5601 Windhover Drive
 Orlando, FL 32819

With a copy to: Shawn L. Demers, Esq.
 GrayRobinson, P.A.
 1795 West NASA Blvd.
 Melbourne, FL 32901

b. Any party to this Agreement may change its notification address(es) by providing written notification to the remaining Parties to the terms and conditions of this section.

16. **CAPTIONS.** The captions used herein are for convenience only and shall not be relied upon in construing this DA.

17. **BINDING EFFECT.** This DA shall run with the land, shall be binding upon and inure to the benefit of the Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. The Developer agrees to pay the cost of recording this document in the Public Records of Brevard County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property, except as to rights vested in the Developer as to the Subject Property as provided herein.

18. **SEVERABILITY.** If any part of this DA is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this DA, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this DA is declared severable.

19. **APPLICABLE LAW/COURTS.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any litigation of any kind relating in any way to this DA shall be in the Circuit Court in and for Brevard County, and the parties hereto explicitly waive any right to litigate in Federal Court. This waiver shall apply to any successors or assigns of the Parties. In addition to other legal rights, the Parties shall each have the right to specific performance of this Agreement in court. Each party shall bear its own attorney's fees. Each party waives any defenses, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objection to said jurisdiction. The Parties irrevocably waive any rights to a jury trial.

20. **ENTIRE AGREEMENT/AMENDMENT.** This DA constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this DA shall be made by the parties only in writing by formal amendment.

21. **CONSTRUCTION.** The Developer will be allowed to conduct construction in accordance with approved permits in accordance with the provisions of the Cocoa Beach City

Code as of the Effective Date unless specifically exempted from such provisions upon good cause shown.

22. **COOPERATION; EXPEDITED PERMITTING; TIME OF THE ESSENCE.**

a. The Parties agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement. The City shall use its best efforts to expedite the permitting and approval to assist the Developer in achieving its development and construction milestones.

b. Notwithstanding the foregoing, the City shall not be obligated to issue development permits to the extent that the Developer does not comply with the applicable requirements of the Existing Land Development Code, this Agreement, the applicable building codes, or any other applicable local, state or federal laws, regulations, statutes, or ordinances.

23. **FEES FOR CITY COSTS.** Developer shall be responsible for all of the City's consultant fees, reproduction costs or delivery fees, and other similar expenses relating to the Project, including, but not limited to expenses incurred for review of the Project, preparation or revisions to documents, both before and after the execution of this DA, in amounts as reasonably determined by the City, shall be paid to the City by the Developer.

24. **RIGHTS OF CITY IN EVENT OF DEFAULT BY DEVELOPER.** In addition to any rights the City may have under Florida law, the City shall also have the right to suspend processing application reviews, issue stop work orders, stop the issuance of a certificate of occupancy, or otherwise suspend Project processing activity if Developer is found by the City to be in default or violation of any of the terms of this DA, or has violated any term of any permit issued by the City or any other governmental entity relating to the Project or the Subject Property.

25. **THIRD PARTY DEFENSE.** The City and the Developer shall each, at their own cost and expense, vigorously defend any claims, suits, or demands brought against them by third parties, challenging the Agreement or the Project, or objecting to any aspect thereof, including without limitation: (a) a consistency challenge pursuant to s. 163.3215, Fla. Statutes (2020); (b) a petition for writ of certiorari; (c) an action for declaratory judgment; or (d) any claims for loss, damage, liability, or expense (including reasonable attorneys' fees). The City and Developer shall promptly give the other written notice of any such action, including those that are pending or threatened and all responses, filings, and pleading with respect thereto. To the extent possible, the

Developer shall reimburse the City such reasonable out-of-pocket costs incurred by the City in any such litigation.

26. **NO THIRD-PARTY BENEFICIARY.** No persons or entities other than the Parties, their heirs, successors, and assigns, shall have any rights whatsoever under this Agreement.

27. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this DA to be signed by their duly authorized officers and their seals to be hereto affixed as of the day and year first above written.

(SIGNATURE AND EXHIBIT PAGES TO FOLLOW)

ATTEST:

CITY:

CITY OF COCOA BEACH, FLORIDA

Date: _____

By: _____

Print Name: _____

As Its: _____

Print Name: _____
City Clerk

FOR THE USE AND RELIANCE
OF CITY OF COCOA BEACH ONLY.
APPROVED AS TO FORM.

Print Name: _____
City Attorney

[SIGNATURE PAGE TO FOLLOW]

Witnesses:

DEVELOPER:
WESTGATE COCOA BEACH, LLC

Date: _____

By: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2024, by _____,
as Manager of **WESTGATE COCOA BEACH, LLC**. He ☐ is personally known to me or
☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

DESCRIPTION

A parcel of land located in Section 26, Township 24 South, Range 37 East, Brevard County, Florida. Said parcel being more particularly described as follows:

BEGIN at the northwest corner of Lot 1, Block 113, AVON-BY-THE-SEA, Plat Book 3, Page 7 of the Public Records of Brevard County, Florida; thence South 89° 51' 56" East along the southerly right of way of Mead Avenue per said plat, 192.82 feet to a point on the southerly extension of the westerly boundary line of Lot 12, Block 112 per said plat; thence leaving said southerly right of way line, run North 11° 27' 59" East along said southerly extension of the westerly boundary line of Lot 12 a distance of 100.16 feet to a point on the northerly boundary line of said Lot 12, Block 112 per said plat; thence leaving the southerly extension of the westerly boundary line of said Lot 12, run South 89° 55' 42" East along the northerly boundary line of said Lot 12 a distance of 456.81 feet to a point on the Erosion Control Line, per Florida Department of Environmental Protection Mean High Water Survey File No. 2249; thence leaving the northerly boundary line of said Lot 12, run the following courses along said Erosion Control Line, South 09° 34' 48" West, 65.22 feet; thence South 09° 49' 51" West, 176.05 feet; thence South 07° 31' 45" West, 111.82 feet to a point on the northerly right of way line of Pulsipher Avenue per said plat; thence leaving said Erosion Control Line, run North 89° 51' 16" West along said northerly right of way line 615.40 feet to a point on the easterly right of way line of Ridgewood Avenue per said plat; thence leaving the northerly right of way line of said Pulsipher Avenue, run North 00° 19' 32" East along said easterly right of way line 249.94 feet to the POINT OF BEGINNING.

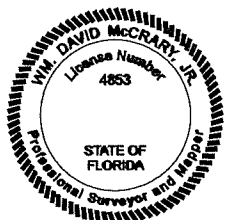
Said parcel contains 4.667 acres, more or less.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARING SHOWN HERE ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADE AVENUE AND BEING SOUTH 89° 51' 56" EAST. (ASSUMED)
5. THE EXISTING RIGHT OF WAY AREA OF OCEAN BLVD APPEARS TO BE VACATED. HOWEVER, THE UNDERSIGNED SURVEYOR WAS NOT PROVIDED ANY VACATION DOCUMENTATION, AND DOES NOT CERTIFY TO THE LEGAL STATUS OF OCEAN BOULEVARD.

CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



McCrary, David

Digitally signed by McCrary, David
DN: CN=McCrary, David
Reason: I have reviewed this document
Contact Info: DMcCrary@VHB.com
Date: 2021.11.16 17:17:50-0500

WM. DAVID McCRARY, JR., P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 4853

DATE

SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA



Vanasse Hangen Brustlin, Inc.

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

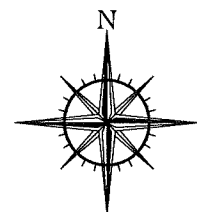
DRAWN BY: CAP	CHECKED: WDM
PROJECT # 61920.01	
DRAWING: Sk & Desc Overall.dwg	
DRAWING DATE: 11/08/2021	
	SHEET 1 OF 2

SKETCH & DESCRIPTION Overall Parcel

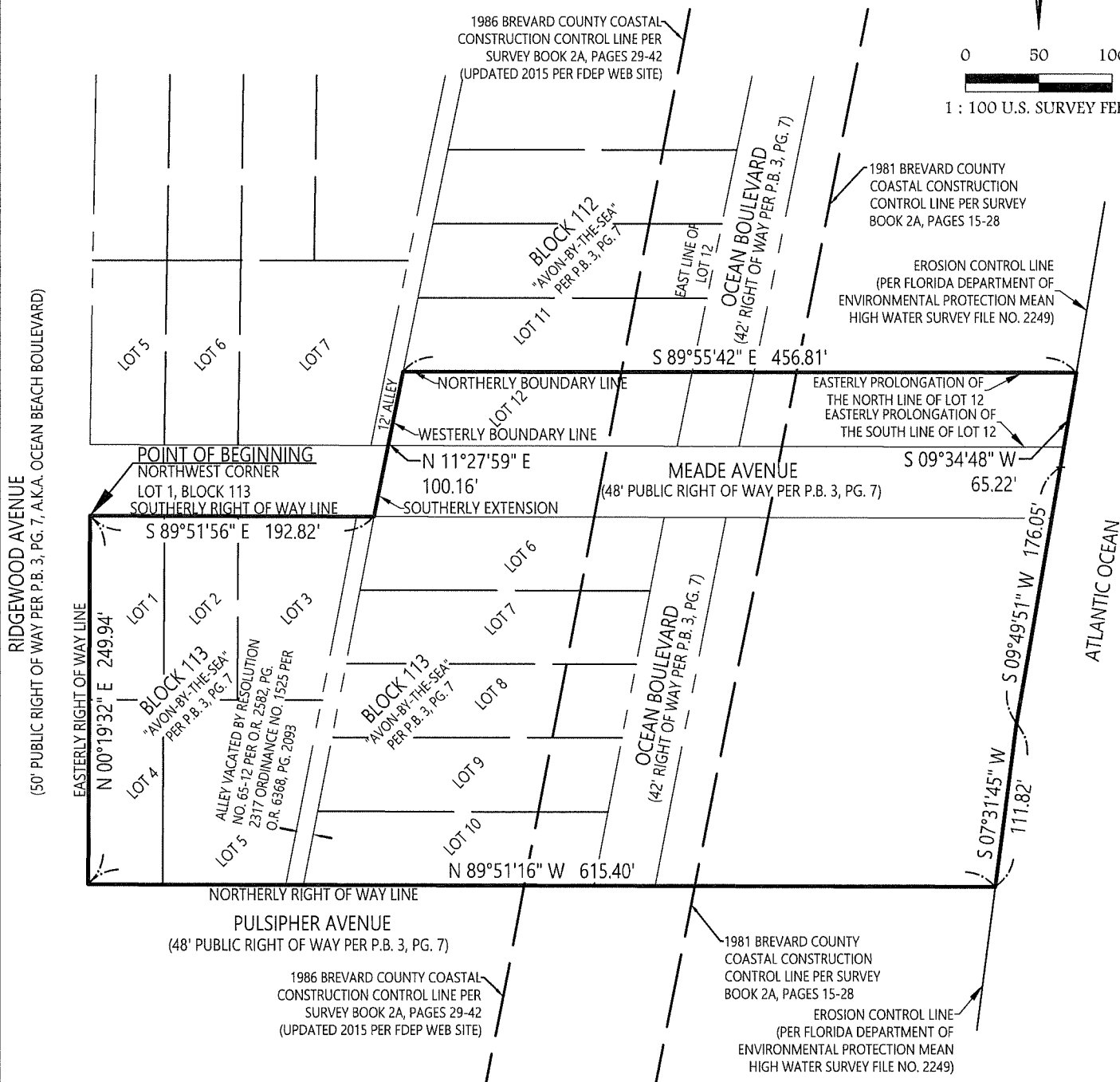
ISSUED FOR:
WESTGATE COCOA BEACH PIER LLC

LEGEND

A.K.A. = ALSO KNOWN AS
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.G. = PAGE



0 50 100
1 : 100 U.S. SURVEY FEET



SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTION 26, TOWNSHIP 24 SOUTH, RANGE 37 EAST - BREVARD COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP	CHECKED: WDM
PROJECT # 61920.01	
DRAWING: Sk & Desc Overall.dwg	
DRAWING DATE: 11/08/2021	
SCALE: 1" = 100'	SHEET 2 OF 2

SKETCH & DESCRIPTION Overall Parcel

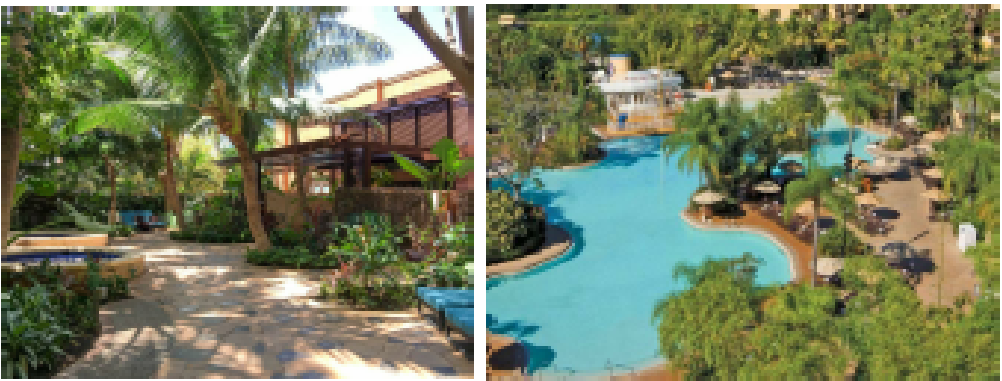
ISSUED FOR:
WESTGATE COCOA BEACH PIER LLC

MASTER CONCEPTUAL DEVELOPMENT PLAN

- | | | | | |
|--|---|---|---|----------------------------------|
| ① LOBBY | ④ POOL | ⑩ MULTI-LEVEL PARKING STRUCTURE (555 P.S.) | ⑮ 20' PUBLIC BEACH ACCESS EASEMENT EXH D/ Agreement Section 7 | ⑳ COCOA BEACH PIER ENTRY SIGN |
| ② GARAGE WITH 50 PUBLIC PARKING SPACES - Agreement Section 4 | ⑤ LAP POOL | ⑪ 6-STORY GUESTROOM BUILDING | ⑯ PUBLIC METERED BEACH PARKING (7 P.S.) | ㉑ BEACH ACCESS |
| ③ PUBLIC BEACH RENOURISHMENT ACCESS (NORTH-SOUTH BEACH ACCESS) *Easement Boundaries per Brevard County Shore Protection Beach Renourishment Easement EXH C/Agreement Section 6 | ⑥ 15' PUBLIC BEACH AND PIER WALKWAY EASEMENT EXH B/ Agreement Section 3 | ⑫ BEACH RESTROOMS | ⑰ PUBLIC METERED BEACH PARKING (18+1 P.S.) | ㉒ BEACH ACCESS PLAZA |
| | ⑦ POOL DECK FOR GUEST ACCESS | ⑬ DROP OFF | ⑱ WATER FEATURE | ㉓ EMERGENCY VEHICLE ACCESS |
| | ⑧ BIKE PARKING | ⑭ PULSIPHER PUBLIC BEACH ACCESS Agreement Section 8 | ㉒ COCOA BEACH PIER | ㉔ SUPPORT AREAS AND LOADING DOCK |
| | ⑨ BEACH BAR | | | ㉕ COCOA BEACH PIER SIGNS |



MASTER CONCEPTUAL SITE PLAN



INSPIRATION IMAGES

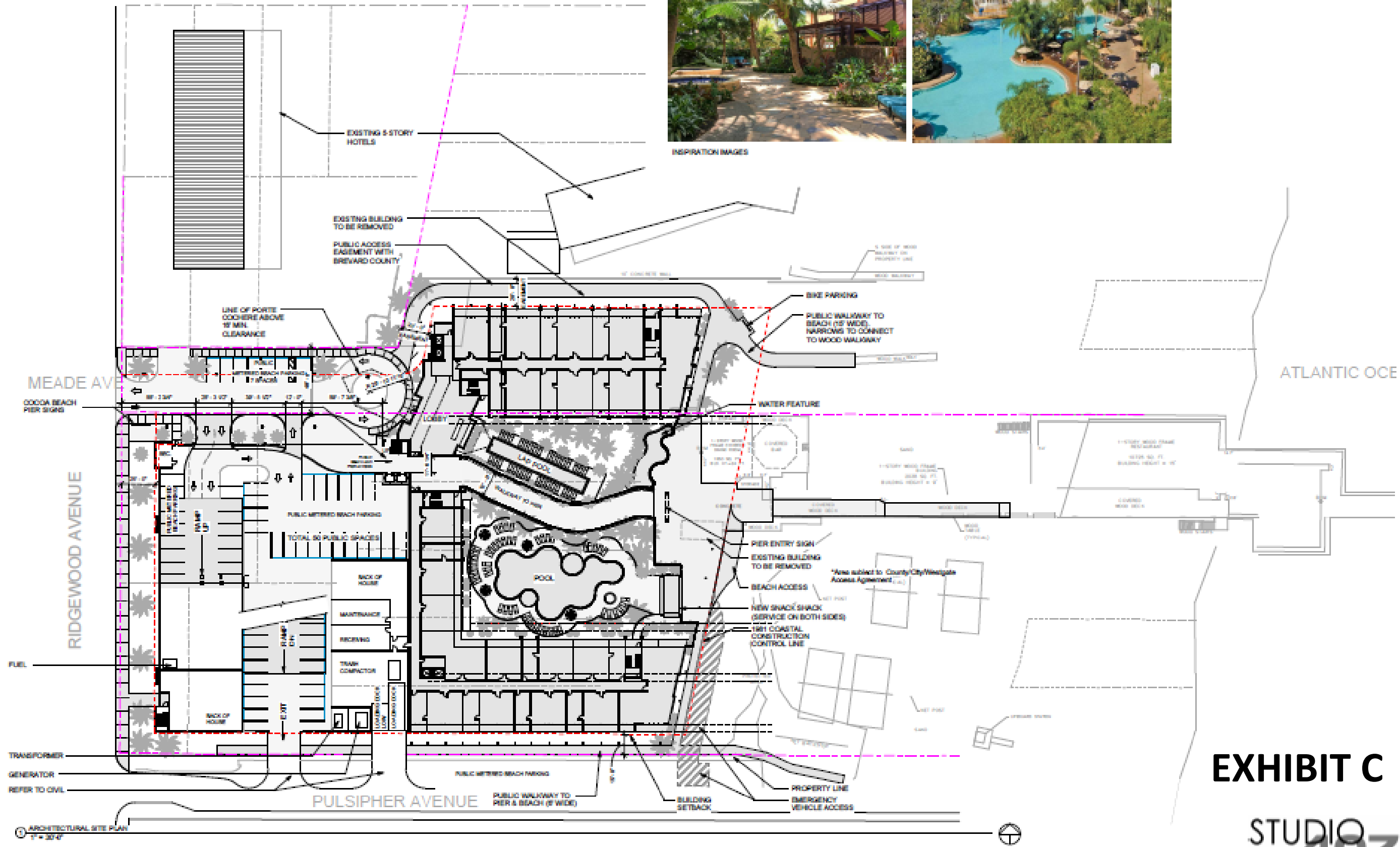


EXHIBIT C

STUDIO 407

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

PROJECT: WESTGATE RESORT AT THE PIER COCOA

BEACH

PROPERTY LOCATION: 401 Meade Avenue (See Map 1)

OWNER: Westgate Resorts, 5601 Windhover Drive,

Orlando, Fl. 32819

FUTURE LAND USE DESIGNATION: REDEVELOPMENT

(North Cocoa Beach)



ZONING DESIGNATION: OCEANSIDE

ZONING REQUEST: PLANNED DEVELOPMENT DISTRICT, WITH APPROVED MASTER DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT

PROJECT DESCRIPTION

REQUEST

The applicant, Westgate Cocoa Beach Pier LLC, hereinafter referred to as 'Westgate', is requesting a change of zoning to allow a Planned Development (PD) on lands that include the Cocoa Beach Pier plus 2 surrounding properties on the north and south side of Meade Avenue totaling 4.55 acres more or less found in Map 1:

1. Account:2435959Parcel ID:24-37-26-CG-113-6
2. Account:2435957Parcel ID:24-37-26-CG-112-12

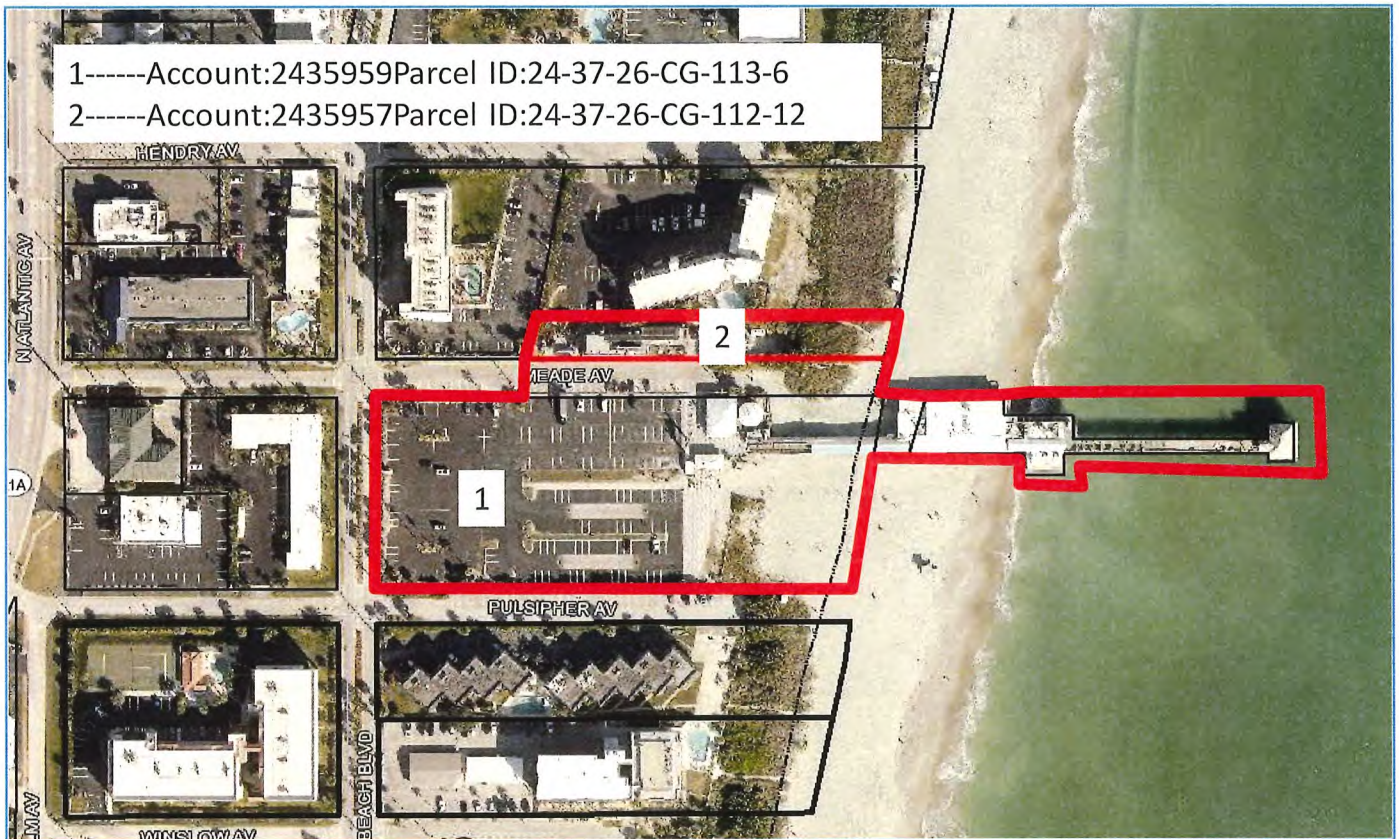
The property #1 on the south side of Meade is predominately surface parking that serves the Pier, on site restaurants and shops. The property #2 on the north side holds a retail shop providing beach ware and supplies. According to the Brevard County Property Appraiser's website, the shop was built in 1955. The Pier, to the east on the beach, is a locally known landmark, dating back to the early 1960's. A portion of Meade Avenue has been conditionally vacated by the City, giving an additional .51 acres to site. This additional portion will not be used in the density calculation. A height variance to allow a height of 70' has been granted by the City Commission. A new complete boundary survey will be updated and provided.

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

Map 1, Location Map, shows the property as currently used. Map 2 shows the a sketch and legal of the new boundaries with the vacated portion of Meade Avenue included.

This document will set forth the standards and conditions for project development.

**Map 1
General Location Map(Not to scale)**



PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT SITE DEVELOPMENT STANDARDS

PROPOSED PROJECT

The properties are in an area designated for Redevelopment Land Use in the Comprehensive Plan and Zoned as the Oceanside Redevelopment District. The infrastructure is aging, and stormwater/landscape/beach areas need to be upgraded or enhanced for environmental sustainability. To eliminate an aging facility and bring renewed vitality to the area, the applicant is proposing to redevelop the 2 properties that abut Meade Avenue into a multi-million dollar resort hotel, complete with resort style pool, parking garage, beach frontage, new public beach access, replacement public parking spaces, landscaping, upgraded utilities, improved stormwater, restored dunes, and other amenities. The Parking Garage and "Back of House" areas are estimated to be 197,250 sf and the Hotel will be 182,000 sf with 116 +/- rooms. Density is based upon the 4.16 site acreage, not including the Meade Avenue vacation, at 28 units per acre per the Comprehensive Plan. This project will implement a vital need in Cocoa Beach's economic development and redevelopment plans.



Figure 1 Westgate Resort Rendering

The Master Conceptual Development Plan is shown in Map 3.

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

DEVELOPMENT STANDARDS



The City of Cocoa Beach's Appendix B, Land Development Code, Chapter II, Article IV, Section 2-26 requires that a Development Agreement be formulated which in effect will bind the City and Developer to either: perform certain actions in support of the project by either party; require installation of certain infrastructure or physical enhancements by either party; provide for financial incentives or obligations by either party; and/or, set forth a list of agreed upon

development standards to govern the project's site design and utilization. The PD establishes several categories where standards would apply. This document sets forth general development standards that will be an exhibit to the Development Agreement, to influence the design and implementation of the proposed development, and give guidance to the developer and owner during the administrative review and permitting process.

MASTER PLANNING

Article IV, Section 2-26, requires a project proposed under Planned Development district to provide a variety of information. To that end, the **WESTGATE RESORTS AT THE COCOA BEACH PIER** created the " Master Conceptual Development Plan" (Map 3) and a Master Conceptual Site Plan (Map 4), both of which will serve as the Master Development Plans required for the PD. These two plans provide a '30,000' foot overview of the site and buildings for use in understanding the project as a whole and will become part of the Development Agreement.

The project is using the Planned Development District which offers an owner and designer maximum flexibility to deviate from traditional zoning standards and requirements. This project has been designed with its own setbacks, building locations, site coverage, parking, landscape, signage, and other site development or architectural standards based upon project feasibility, brand and site constraints, and development capabilities as shown on the composite set of conceptual plans provided with the PD application.

PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT SITE DEVELOPMENT STANDARDS

Once approved by the City Commission, the staff and developer will work through detailed construction, architectural building, and development permitting through administrative processes in conformance with the standards set forth herein and the adopted plans.

To satisfy other information requirements for the PD, several other informational Master Conceptual Plans were included in the application package. These show how the project proposes to address required elements such as site plans, infrastructure plans, building plans and elevations, lighting and landscape plans. These particular project elements are narrated herein and documented on the conceptual plans and Character Guide. The Planned Development zoning category allows for the developer to use the existing site to inform the buildings, placement, signage, and landscape and set forth its own development standards to govern the development. These standards become part of the development agreement. The plans included herein are graphic representations of the way in which the site is proposed to be developed, subject to final City and Agency permitting and plan approvals.

- **MAP 3 MASTER CONCEPTUAL DEVELOPMENT PLAN**
- **MAP 4 MASTER CONCEPTUAL SITE PLAN**
- **MAPS 5 A AND B MASTER CONCEPTUAL BUILDING PLANS**
- **MAPS 6 A AND B MASTER CONCEPTUAL AERIAL SITE PLAN AND MASTER INFRASTRUCTURE (UTILITY AND DRAINAGE) PLANS**
- **MAP 7 MASTER CONCEPTUAL LANDSCAPE PLAN**
- **CHARACTER GUIDE**

CHARACTER GUIDE

There is a project vision, style, aesthetic, and design character elements that are contemplated in this almost 200,000 +/- square feet, multi-million-dollar construction project. In order to present these ideas to address the components of Architectural Concepts, Landscape Plan, Lighting and Signage required by the City, the team created and proposed the '**Character Guide**'. This book symbolizes and gives the City and public the true essence of the visual attributes, flavor, and personality of this vibrant redevelopment project.

In the case of the "Architectural Aesthetic Concepts, Landscaping, Lighting and Signage" strategies, the Character Guide offers a sense of the project's preferred personality and style as intended by the owners, but is not proffered as a final design handbook for adoption. Specific final details regarding architectural materials and elements, plants, light fixtures, bulbs, signage design and position, and building external finishes cannot be identified at this time until further detailed design, construction plans, and value engineering efforts are undertaken by the developer. Final design will be undertaken during the construction, building, and

PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT SITE DEVELOPMENT STANDARDS

environmental permitting phases of the project through appropriate plans submitted for administrative review by the staff.

The project is introducing the best of urban design philosophy and practice into the architectural quilt of the Cocoa Beach community. Inspired by the unique aspects of the City's history and locational elements, other projects owned by Westgate Resorts, the conceptual design creates an increased sense of security, sense of place, visual enjoyment, offers various mobility options, provides new employment, and contains attractions that will foster new meaningful interactions between residents and with the environment. The location, shapes and materials envisioned for the structures show a thoughtful balance of economic, social, and environmental needs for a sustainable outcome. These inspired designs result in a stronger sense of place and good urban design with the goal of 'place-making'.

CHARACTER GUIDE STANDARDS

1. The Character Guide will be used to inform decisions on Architectural Aesthetic Concepts, Landscaping, Lighting and Signage by the City Manager and Developer during the administrative review process.
2. If the City Manager deems a project component consistent with the Character Guide, that component shall be approved by the staff. If there is a dispute, the Developer may appeal that decision to the City Commission.

USES AND SQUARE FOOTAGES

The project will contain a maximum 500,000+/- square feet of total space distributed by the Developer among the uses identified hereinbelow, subject to the maximum total square footage allowed.

1. **USES AND SQUARE FOOTAGES STANDARDS** The project is intended to contain the following elements:
 - a. Hotel guest rooms dependent upon the final surveyed acreage, currently under 120 units;
 - b. Public Food Service Establishments and Alcoholic Beverage Establishments;
 - c. Parking structure(552 spaces plus 38 public metered spaces) plus public parking on Meade and Pulsipher totaling 616 spaces;
 - d. Small meeting or banquet rooms internal to the hotel;
 - e. Retail and Commercial uses consisting of gift shops, other small boutiques, and spas;
 - f. Operational & services areas, such as the lobby, loading dock, on-site laundry, and maintenance facilities and central chiller plant'.

BUILDING AND SITE DEVELOPMENT STANDARDS

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

A detailed Development Standards document has been prepared under separate cover for attachment to the Development Agreement. For descriptive purposes, Map 3 is the Master Conceptual Development Plan which sets the maximum development parameters for the project. The following development standards, as taken from the Development Standards document, shall govern the development of the project.

1. Minimum building setbacks from property lines:
 - a. Front: 10'
 - b. Sides: 10'
 - c. Rear: 1981 Coastal Construction Control Line
2. Lot Coverage: 80%
3. Parking: Minimum required by code. Proposed: 552 in the Garage, plus 38 public metered; 7 on Meade; 19 on Pulsipher Ave.
4. Height: Maximum 70', plus 10% or 7' per the Land Development Code for non-habitable appurtenances
5. Maximum Building sizes: All new buildings combined shall not exceed 500,000 square feet

BUILDING HEIGHT

The project owners were granted a height variance by the City in July, 2022, to allow a maximum building height of 70' based upon numerous findings of fact made by the City Commission during the hearing process.

The Project shall incorporate multi-level roof lines to ensure architectural diversity across the site consistent with the Master Conceptual Development Plan. Map 5-a and Map 5-b depict the desired external elevations, varied roof lines, and currently planned building heights.

An Administrative Waiver will be applied for to enable parapets, mechanical, and other allowable appurtenances consistent with the requirements in Section 4-42 of the City's Land Development Regulations.

PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS

MAP 3

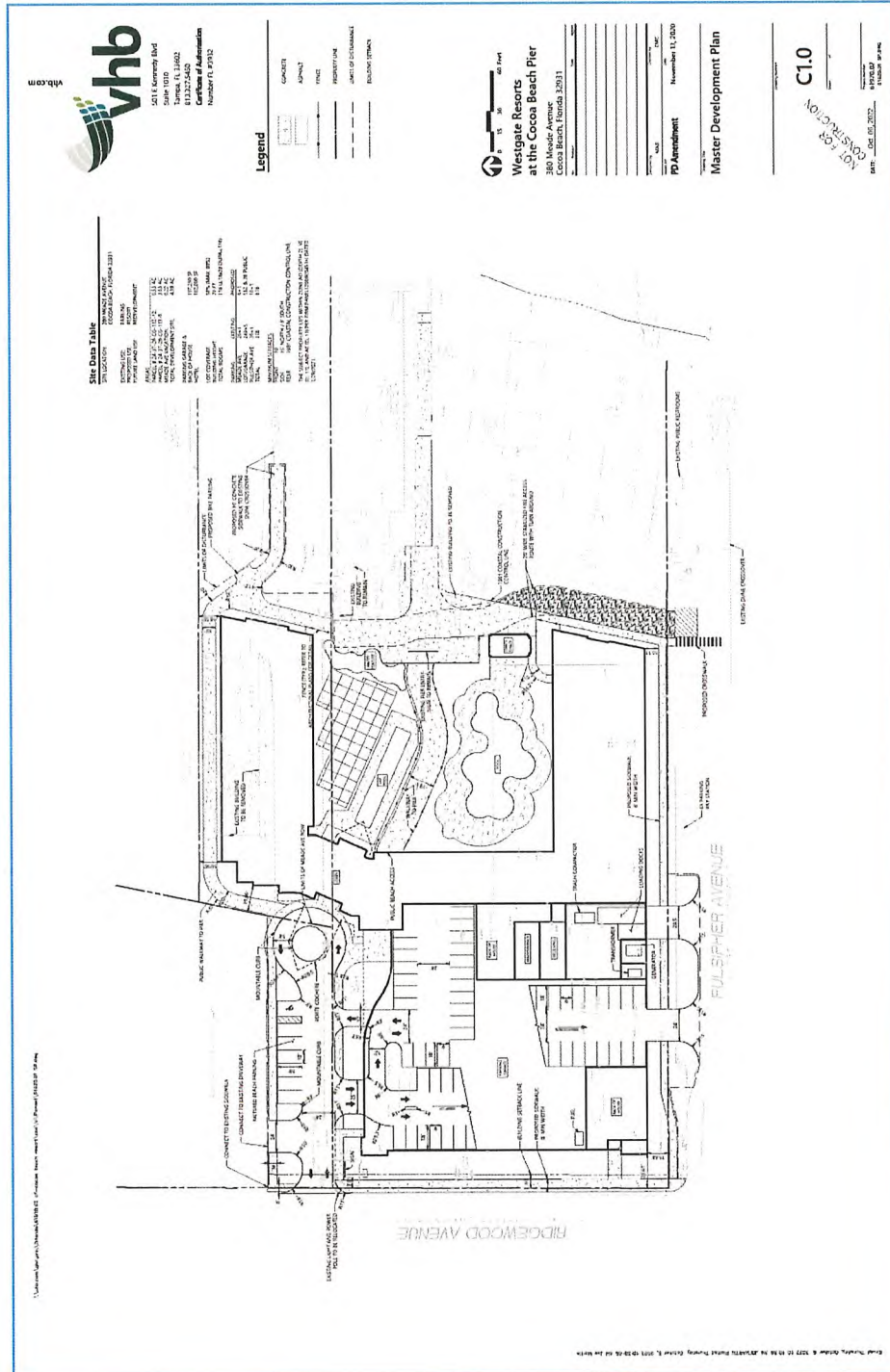
MASTER CONCEPTUAL DEVELOPMENT PLAN(Large sizes under separate cover)



PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT SITE DEVELOPMENT STANDARDS

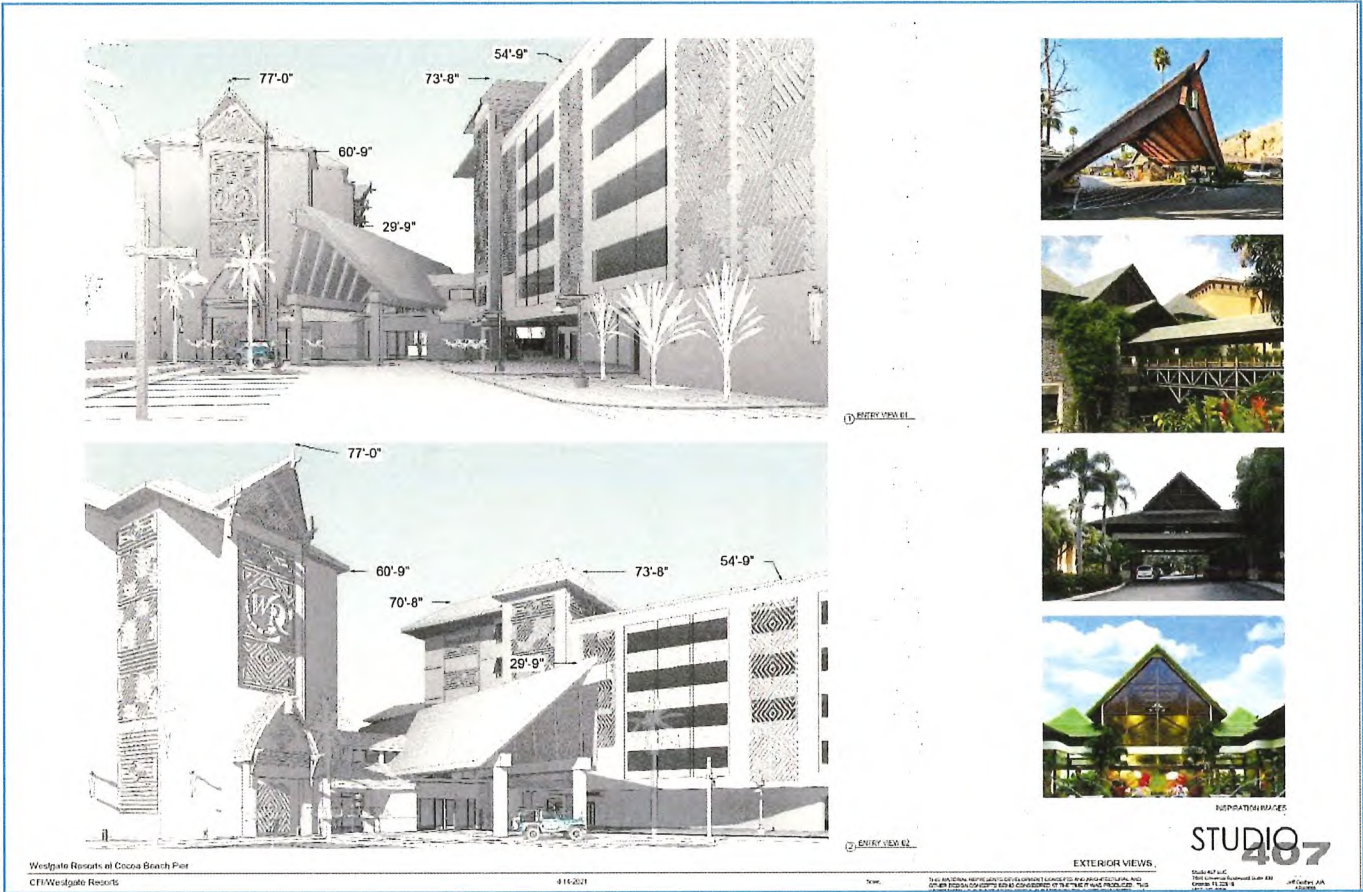
MAP 4

MASTER CONCEPTUAL SITE DEVELOPMENT PLAN(Large sizes under separate cover)



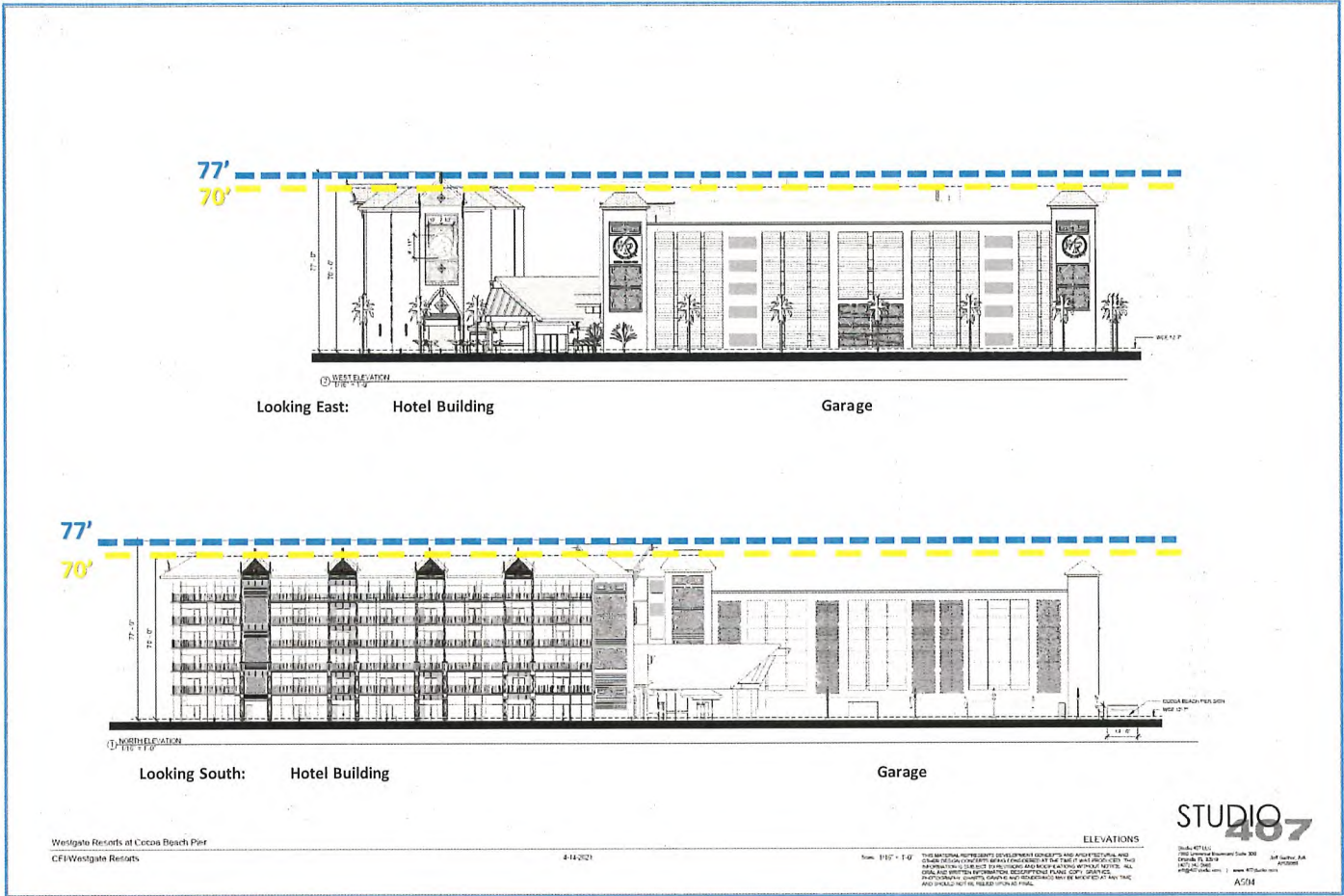
PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS

MAP 5-a
MASTER CONCEPTUAL BUILDING PLAN



PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS

MAP 5-b
BUILDING ELEVATION VIEW



**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

UTILITIES

ON-SITE UTILITIES OR OTHER OFF-SITE PUBLIC/PEDESTRIAN INFRASTRUCTURE STANDARDS

On-site utilities and off-site public/pedestrian infrastructure shall be subject to the approval of the City Manager.

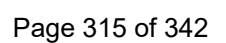
The utilities plans shall, at a minimum, meet the following standards:

1. Locate all new or relocated on-site utility lines underground at the Developer's expense.
2. Shield to extent feasible unshielded ground level utility features from private or public rights-of-way or other public places.
3. Connect to City potable water and sanitary sewer services at the Developer's expense and extend or upgrade the utility distribution lines to accommodate the PD.
4. Where the City requires utilities, roadways, or public access features of greater capacity or size than required for the Project, the City shall be responsible for cost sharing the difference and shall reimburse the Developer for that amount if the Developer constructs the improvement under such written terms as determined prior to the construction of such improvements.
5. Connect to reclaimed effluent for irrigation purposes if available and feasible.

STORMWATER/DRAINAGE

As seen in Map 6-a Aerial Site Plan and Map 6 -b Utility and Drainage Plan, the existing facilities were built prior to today's stringent standards for environmental protection. Currently, the site is almost completely paved with a few grass areas containing planters and/or plant beds with palms and some oaks. The redevelopment of the site as a planned development will improve site and environmental conditions and will reduce overall discharge from the site by and increase the pervious area. A stormwater management plan and master utility and drainage plan is provided under separate cover and will go through both city and external agency permitting processes for construction approval. Final plans may be changes pursuant to City and external Agency requirements.

MAP 6a
Aerial site plan



MAP 6 b

Utility and Drainage Plan



1. Main access for both vehicle and pedestrian movements will occur at the Ridgewood (Ocean Beach Blvd) and Meade. Pulsipher will serve as a secondary access for emergency vehicles and for exiting from the garage.
2. To the maximum extent feasible:

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

- a. Vehicular circulation on-site shall be designed in a one-way pattern circling in front of the hotel lobby on the south side of Meade and/or continue around to the north side of Meade
 - b. Motorists shall be allowed to enter and exit the parking garage from the main entry. An additional parking garage exit may also be designed onto Pulsipher Avenue for motorists.
 - c. Vehicular access for deliveries shall be provided on the South side of the site.
3. Principal pedestrian access shall be from the sidewalks on SR A1A, Ridgewood, Meade, Pulsipher and from the beach, all subject to FDOT and City approvals and standards, except where constrained by ROW, utility, or other physical features.

TRAFFIC CONCURRENCY STANDARDS

Prior to the issuance of any building permit(s) for the project, the Developer shall have received and be in possession of a valid unexpired Certificate of Capacity. The Certificate of Capacity will serve to verify the reservation of infrastructure capacity sufficient to permit development pursuant to the approved site plan for the project. Neither an executed Development Agreement nor the site/master plan approval shall create a vested right to develop the Subject Property without a current and valid Certificate of Capacity.

PARKING

The minimum parking requirements set forth hereinabove were the product of a parking study to determine the adequacy of the Developer's parking plan as shown in Figure 3. The location of the needed parking will be sited in accordance with the location shown on the Master Conceptual Development Plan, Master Conceptual Building Plan, and Conceptual Site Plan. The Developer proposes to meet the following standards with respect to parking for the project: To use innovative design alternatives as encouraged by the City, including use of valet, self, and other parking mechanisms to the meet the needs of the Project.

PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT SITE DEVELOPMENT STANDARDS

PARKING PLAN

Parking and open space areas on the site will be ADA accessible by means of well lit sidewalks. A beautifully appointed, open reception plaza will invite guests and visitors to the lobby and resort amenities, the Beach and the Pier.

616 spaces of parking for the general public, visitors, and resort guests will be provided on site. Meade and Pulsipher Avenues, as well as a portion of the Garage ground floor will have metered parking. This project will add 298 spaces to the parking inventory.



Figure 3 Proposed Parking Plan

PUBLIC BEACH ACCESS EASEMENT STANDARDS

The Developer will assure the preservation and maintenance of public access from Meade, Pulsipher, and the main entry as will be determined via a 3 party agreement between Brevard County, the City and the owner.

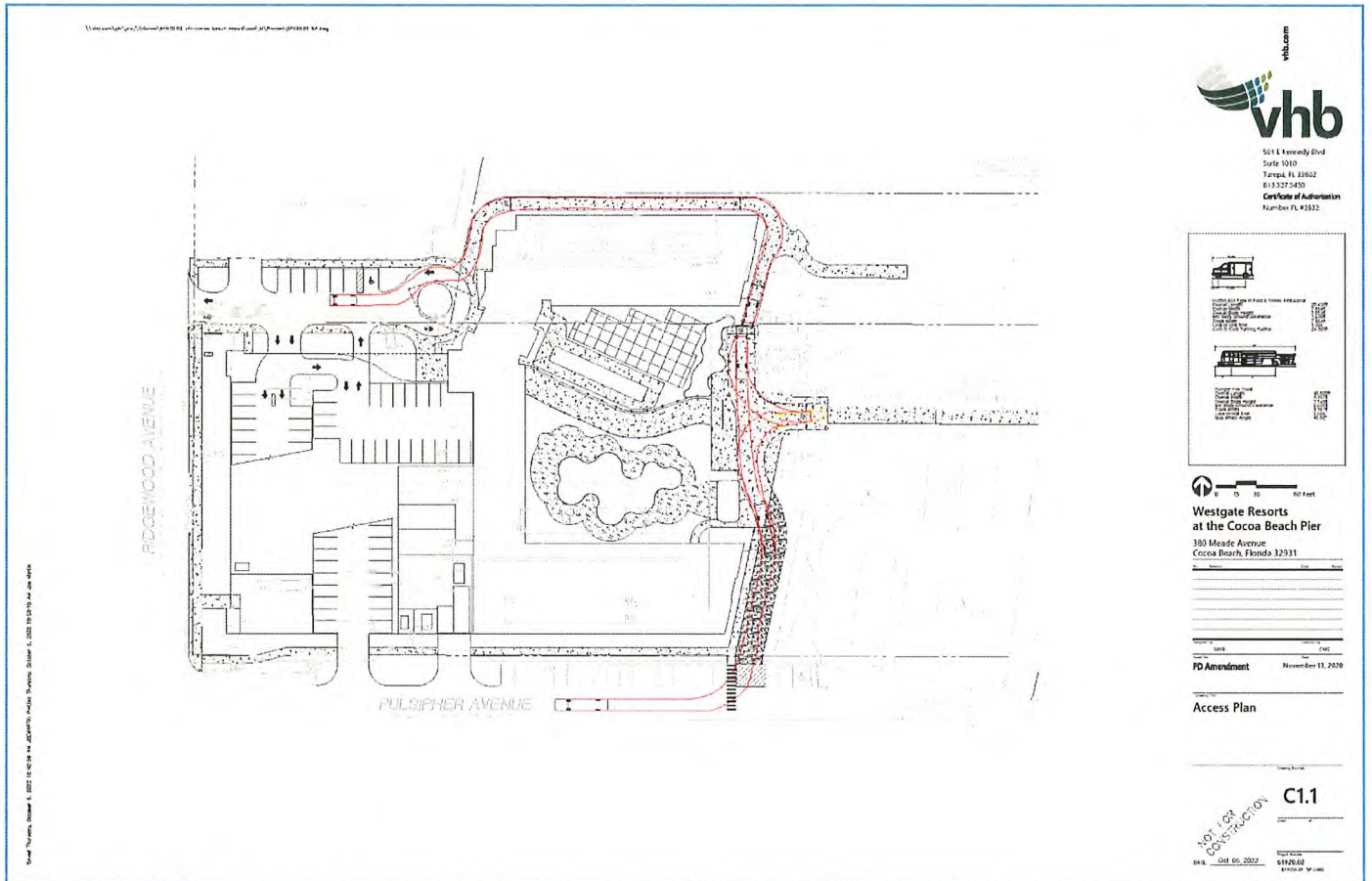
PUBLIC SAFETY ACCESS

Westgate has worked with the City's fire department and public safety to provide a suitable access plan in the event of an emergency. That plan is shown below as Map 7.

PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS

MAP 7

PUBLIC SAFETY ACCESS PLAN



ARCHITECTURAL STANDARDS

Final building plans showing the Owner's or brand's Architecture shall be deemed approved by the City Manager, unless said plans are inconsistent with the Character Guide. The Developer has submitted a Character Guide to serve as the project's desired visual theme and artistry along with a Master Conceptual Building Plan. Through both of these documents, the Developer has demonstrated that the project meets the following standards as reflected in the PD and application materials:

1. Use of innovative, as well as traditional, architectural concepts in the design and location of the buildings.
2. Has proposed a construction program which is straightforward and functional, and which draws its ornament and variety from the assembly of genuine materials considered as a key element in the selection of architectural design.

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

3. Provides some form of visual, physical, landscape, or artistic illusion, articulation or ornamentation on street side facing facades to preclude flat blank walls.
4. Has met the terms of the approved Height Variance granted by the City Commission to allow up to 70' in height for buildings on the property.
5. Has met the terms for approval of an administrative waiver for allowable appurtenances for up to 10% of the approved 70' height.

LANDSCAPE AND HARDSCAPE STANDARDS

Final landscape construction plans for the Project shall be subject to the approval of the City Manager. The Developer has provided a Master Conceptual Landscape Plan which shows the number, types and location of all plant material. The Character Guide shows the current planned locations and layout of landscape islands, buffers, three (3) intended plant palettes, hardscape/streetscape, and any required or optional fencing. The Developer agrees to meet the following minimum standards:

1. All planted material shall be Florida Friendly Landscaping and approved by the City Manager.
2. All plant materials shall be certified as Florida number one grades and standards, most recent iteration, before installation and shall be installed pursuant to plan specifications or as approved by the City Manager during construction plan review.
3. Landscaping installation specifications shall be consistent with the Institute for Agricultural Sciences (IFAS) standards and best practices.
4. After installation, the applicant's landscape architect shall certify that the landscape materials have been appropriately installed pursuant to the specifications set forth on the landscape plans approved by the City Manager relative to species, quality, height, location, spacing, quantity, site preparation, planting, and mulching.
5. Provide a signed letter from the landscape architect confirming that plantings are at the prescribed and appropriate depth, in relation to adjacent grade, to ensure survivability.
6. Use landscape in critical locations to define public and private spaces, setbacks, buffering between public and private spaces or other buildings, and as a connectivity element bringing together various activity spaces.
7. The project intends to include the plants shown in the plant palette on the landscape plan and approved by the City.

**MAP 8
MASTER CONCEPTUAL LANDSCAPE PLAN**

1. Provide adequate lighting within pedestrian walkways, trails, and parking areas to ensure

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

- c. Assuring that any fixture placed in and around the property line will be full cut off as defined by the IESNA ("zero intensity at or above horizontal (90° above nadir) and limited to a value not exceeding 10% of lamp lumens at or above 80°.

SIGNAGE PLAN STANDARDS

The on-site signage will governed by these standards and become part of the negotiated Development Agreement between the Developer and the City. The sign plan is largely driven by the Westgate Resort brand and signage to support other uses within the project. The existing Cocoa Beach Pier sign was allowed by Variance Case No. 14-2000708-01, to allow a sign to have a height of 27'10" and an area of approximately 280 square feet to replace an old sign that was approximately similar in height under several conditions that have been met as the sign is constructed on site. This sign shall be allowed to remain in perpetuity and be allowed to be repaired or replaced in the event of damage or destruction.

Two additional types of signs are identified for the project, however, their placement will be determined during the design phase of the project. These signs are: (i) Ground Signs and (ii) Wall Signs (which may include signs mounted to the building parapet). The term "Ground Signs" include signage commonly described as Monument Signs and Destination/Arrival Signage. The term "Wall Signs" include Primary Building Signs and Secondary Building Signs. Wayfinding, informational, internal and directional signage standards are not regulated by these standards as such signage shall not be visible from public rights-of-way abutting the project. Notwithstanding the foregoing, directional signage for loading or deliveries shall be permitted to be visible from the public right-of-way along adjacent roadways.

New Project signage shall be limited to the following sign types, quantities, and sign-type sizes:

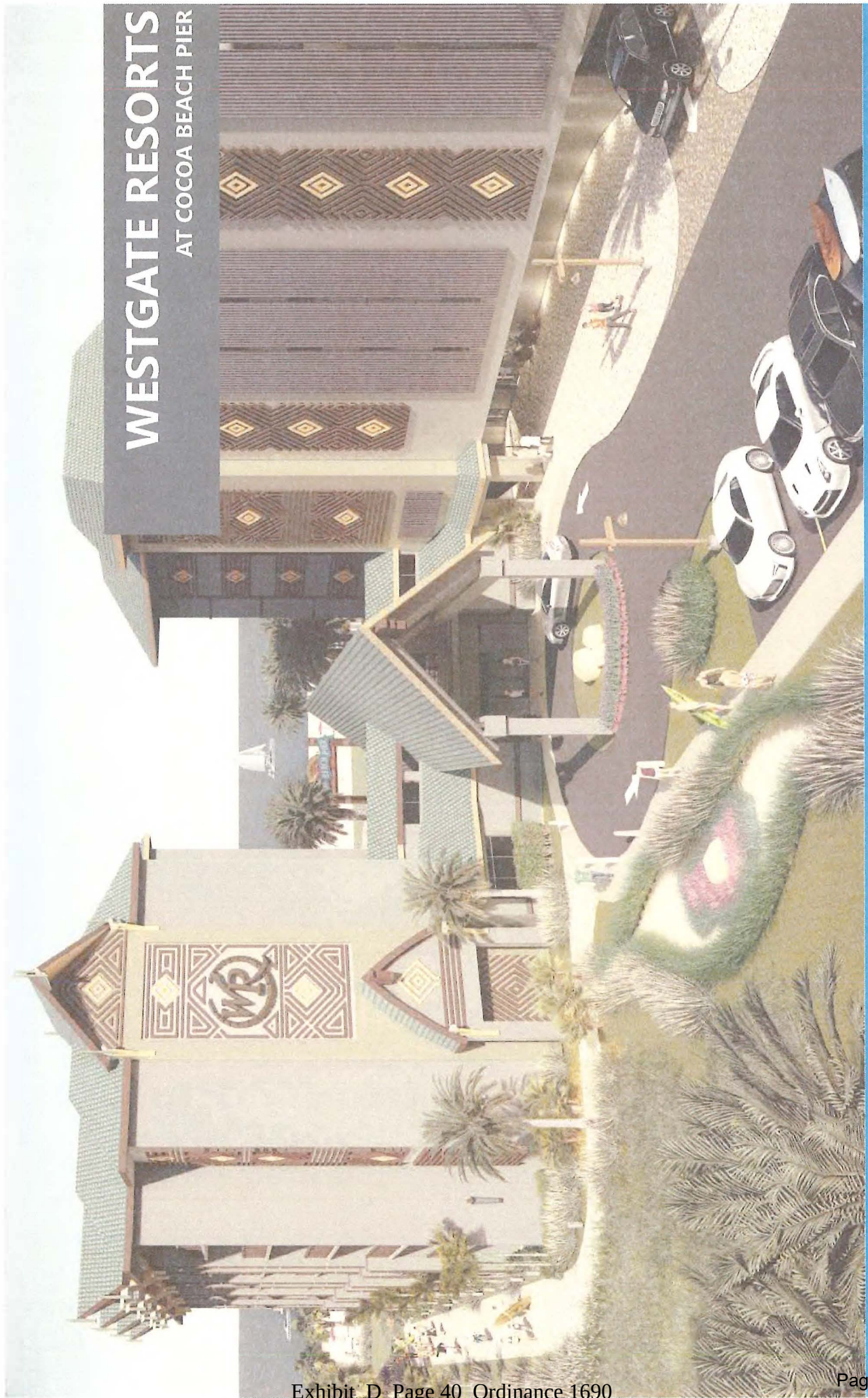
- Ground Signs. Such signs shall consist of approximately four (4) signs in the following maximum sizes: (i) not more than two (2) signs of up to 420 sq. feet; (ii) not more than one (1) sign of up to 60 sq. feet; and (iii) not more than one (1) sign of up to 23 sq. feet.
- Wall Signs. Such signs shall consist of approximately eight (8) signs whose aggregate square footage shall not exceed 1,000 sq. feet.

The Project shall also adhere to the following signage standards:

1. Ground and Wall Signs may be sited in the locations to be submitted on a signage plan at such locations for approval by the City Manager.
2. The City will have review, approval and permitting authority over only such ground or wall signs that are visible from adjoining public rights-of-way or City owned property.

**PROPOSED WESTGATE COCOA BEACH REDEVELOPMENT PROJECT
SITE DEVELOPMENT STANDARDS**

3. Ground signs shall be set back 3 feet from front property line and placed so as not to cause traffic or pedestrian mobility or visibility challenges.
4. Signs shall be styled according to the examples in the Character Guide and per the Westgate Resort brand.
5. All Signs shall be appropriately lit as follows:
 - a. Lighting Intensity - the lighting shall be low enough in intensity to be inconsequential
 - b. Lighting Direction - illuminates only the face of the sign and shielded to prevent lighting from causing glare or otherwise impair vision of any operator of a motor vehicle.
 - c. Signs may be internally illuminated.
6. No signs shall be permitted above the parapet or eave edge of roof on the guest room bridge structure.
7. The developer will be allowed to provide as much wayfinding and security or informational signage as needed to secure the safety and comfort of their guests. Such wayfinding and security signage shall not require approval from the City.
8. Signage, other than the Ground and Wall Signs described hereinabove, shall be allowed to be placed by the developer at sizes, in styles/themes, and in locations of their choosing.
9. The Developer shall adhere to the signage design features depicted in the Character Guide to the maximum extent practical and feasible.



WESTGATE RESORTS AT COCOA BEACH PIER

WESTGATE RESORTS AT COCOA BEACH PIER - CHARACTER GUIDE



GRAYROBINSON
ATTORNEYS | ADVISORS | CONSULTANTS



ROCHELLE W. LAWANDALES, FAICP
PLANNING FOR COMMUNITY

STUDIO 487

EXHIBIT E

1 of 17

PROPOSED WESTGATE RESORTS AT COCOA BEACH PIER

Located in the City's North Redevelopment District and as a gateway to the City, the proposed project will eliminate an aging facility and bring renewed vitality to the area, implementing several goals of the City's Comprehensive and Redevelopment Plans. Westgate Resorts is proposing to demolish the existing landward site (parking and buildings) in order to redevelop these properties into a multi-million-dollar Resort Hotel, complete with resort style pool, lap pool, parking garage, beach frontage, new public beach accesses, replacement public parking spaces, landscaping, upgraded utilities, improved stormwater, restored dunes, and other on-site amenities. The 6-story parking garage with 552, plus 38 public metered, spaces and "back of house" areas are estimated to be a collective 197,250 sf. The Hotel will be 182,000 sf with up to 116 rooms. Additional public parking will be located on Meade and Pulsipher Avenues. Guest will be able to enjoy the Adult Relaxation Zone at the private and cozy lap pool as their kids splash their way through the family pool, ideally located in the heart of the resort and steps away from our awesome beach.

Looking south towards Lobby



VISION URBAN CONTEXT

Waterfront location and on-site amenities:

- Direct Atlantic Ocean Beachfront access
- Landmark Pier, built in 1962
- On-Pier Restaurants, Bars, Shops, and Fishing access

Proximity to nearby gathering and tourist spots:

- Downtown Cocoa Beach
- Downtown Cocoa Village
- Port Canaveral - 2nd busiest Port in the World
- Kennedy Space Center

Local Events:

- Surf Contests
- Boat Races
- Rocket Launches



LOCAL INSPIRATION



MASTER CONCEPTUAL DEVELOPMENT PLAN REVISED DOCUMENT

- 1 LOBBY

2 GARAGE WITH 50 PUBLIC PARKING SPACES - Agreement Section 4

3 PUBLIC BEACH RENOURISHMENT ACCESS (NORTH-SOUTH BEACH ACCESS) *Easement Boundaries per Brevard County Shore Protection Beach Renourishment Easement EXH C/Agreement Section 6
- 4 POOL

5 LAP POOL

6 15' PUBLIC BEACH AND PIER WALKWAY EASEMENT EXH B/ Agreement Section 3

7 POOL DECK FOR GUEST ACCESS

8 BIKE PARKING

9 BEACH BAR
- 10 MULTI-LEVEL PARKING STRUCTURE (555 P.S.)

11 6-STORY GUESTROOM BUILDING

12 BEACH RESTROOMS

13 DROP OFF

14 PULSIPHER PUBLIC BEACH ACCESS Agreement Section 8
- 15 20' PUBLIC BEACH ACCESS EASEMENT EXH D/ Agreement Section 7

16 PUBLIC METERED BEACH PARKING (7 P.S.)

17 PUBLIC METERED BEACH PARKING (18+1 P.S.)

18 WATER FEATURE

19 COCOA BEACH PIER
- 20 COCOA BEACH PIER ENTRY SIGN

21 BEACH ACCESS

22 BEACH ACCESS PLAZA

23 EMERGENCY VEHICLE ACCESS

24 SUPPORT AREAS AND LOADING DOCK

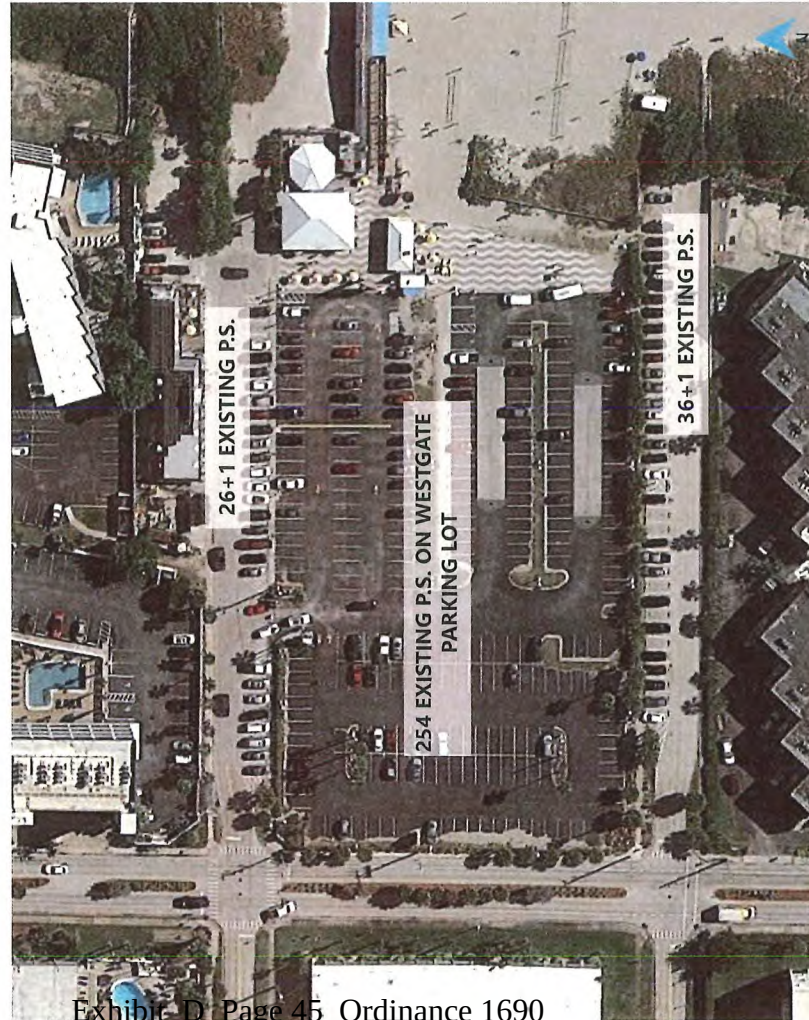
25 COCOA BEACH PIER SIGNS



PARKING PLAN

Parking and open space areas on the site will be ADA accessible by means of well lit sidewalks. A beautifully appointed, open reception plaza will invite guests and visitors to the lobby and resort amenities, the Beach and the Pier.

616 spaces of parking for the general public, visitors, and resort guests will be provided on site. Meade and Pulsipher Avenues, as well as a portion of the Garage ground floor will have metered parking. This project will add 298 spaces to the parking inventory.



Existing Parking - 254+62+2= 318



Proposed Parking - 552+38+7+ 19=616

ACCESSIBILITY



Looking East towards the lobby entrance



Looking SouthWest towards the central pool

The resort is the new gateway to the world-famous Westgate Cocoa Beach Pier, where you can enjoy amazing vistas over the Atlantic. The complimentary trolley transports guests to and from the pier, making this area a vibrant hub of Cocoa Beach.

The resort improves accessibility to the beach area, facilities, and amenities throughout, with three access points (North, center, and South), making the resort part of the Cocoa Beach urban fabric. The applicant recognizes the public necessity and value that the current beach access provide to the community. To that end, the applicant proposes to replace the current open, undefined beach access with a new 15' wide (10' paved), environmentally sound access way to the north side of the building. It will be safely designed with appropriately sized landscape materials, use pervious surface products, and have Turtle friendly lighting. There are 2 additional access points to the beach, through the center and south of the building.

Meade Ave provides 2 direct paths to the beach, one North of the resort, the other one through the pedestrian plaza that connects from the public area of the parking garage, through the resort amenities area, to the open space that leads to the beach and Pier. Pulsipher Ave on the south is a direct public link to the beautiful Atlantic beach and waters.

ARCHITECTURE



Looking East towards the Lobby



Looking West towards the Lobby

Westgate's signature style in Cocoa Beach is forged in the Wakulla Resort on the south end of the City, on SR A1A near downtown. The Pier project repeats the Wakulla's design form with similar colors, shapes, ornamentation, and materials. The sensitive master plan, ample open space, and tropical landscaping coupled with a contemporary Tiki architecture style presents a warm and inviting Polynesian beauty and life-style. Joining with the existing Tiki Tavern at the end of the pier, the architectural theme creates an interwoven fabric seen throughout the project.

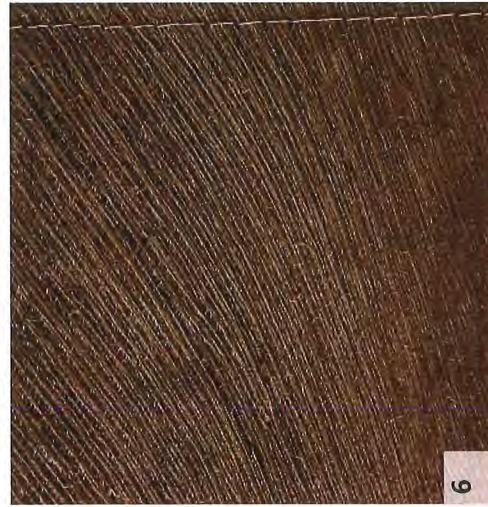
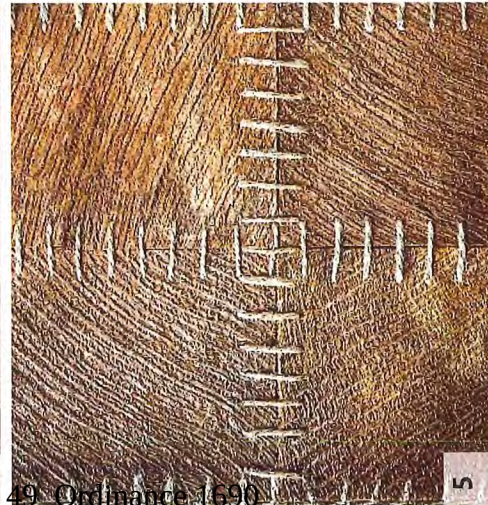
The new resort will have differentiated roof lines of varying heights, resulting in diverse views of the beach and shoreline. The proposed design revolves around a central A-framed Porte-cochere focal point located between the hotel side and garage that calls the visitor to walk through to the beach, lobby, or pier. It culminates in the A-frame wooden adorned gabled dormers, with their artistic cornish and gable enhancements. The new resort will be a tremendous asset to the area, enhancing the current beach environment.

MATERIAL PALETTE



The resort's materiality of wood and earthy tones combined with themed stucco will blend seamlessly into the natural environment. The wooden railings and bamboo-like ornamentation, in combination with the A-framed vertical elements, both at street level and roof top, articulate the building facades. This materiality extends into the parking garage through the vertical louvers, ornaments, and feature roofs and parapets that exemplify the architectural theme.

MATERIAL PALETTE



1 - Potential bamboo texture on column
5 - Potential texture on featured wall

2 - Potential design for a wall covering
6 - Potential texture on featured ceiling

3 - Potential material to be used as an exterior wall facade
7 - Potential material to be used as an exterior wall facade

4 - Potential texture for a roof
8 - Potential design for a wall covering

RESORT AMENITIES

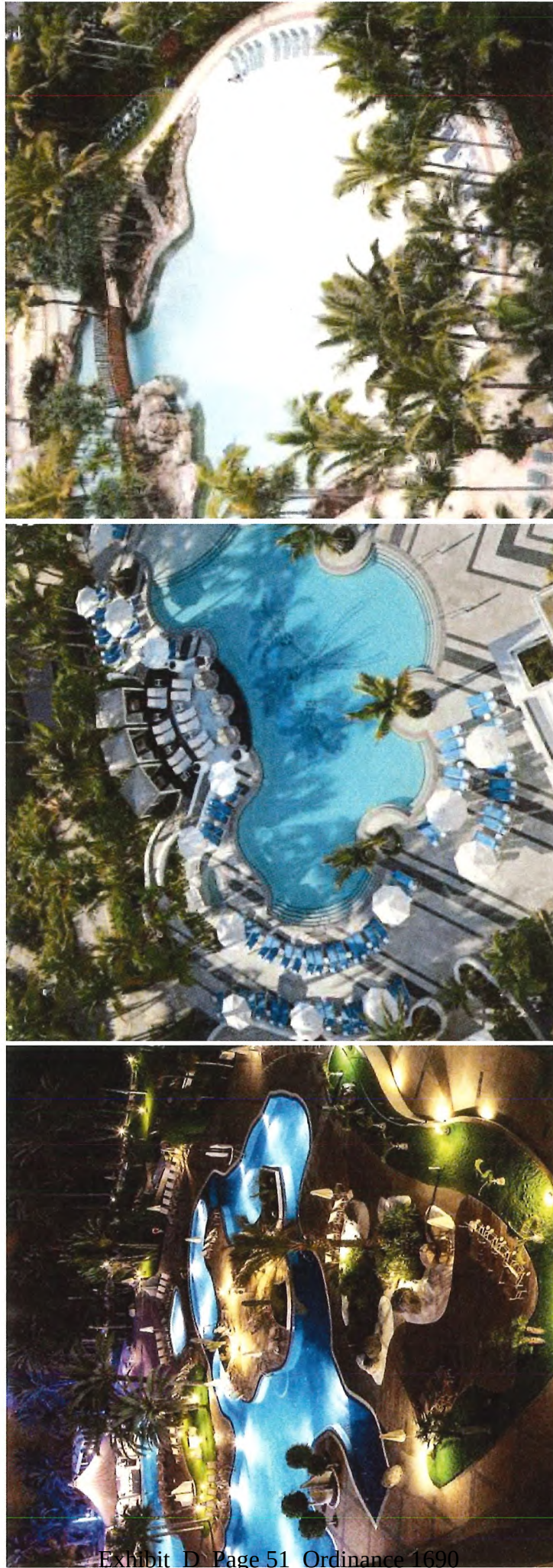


Looking Northwest towards the lobby entrance



Looking west to the open accessway that connects the resort guest rooms and garage, as well as provides the public entry to the Pier and Beach.

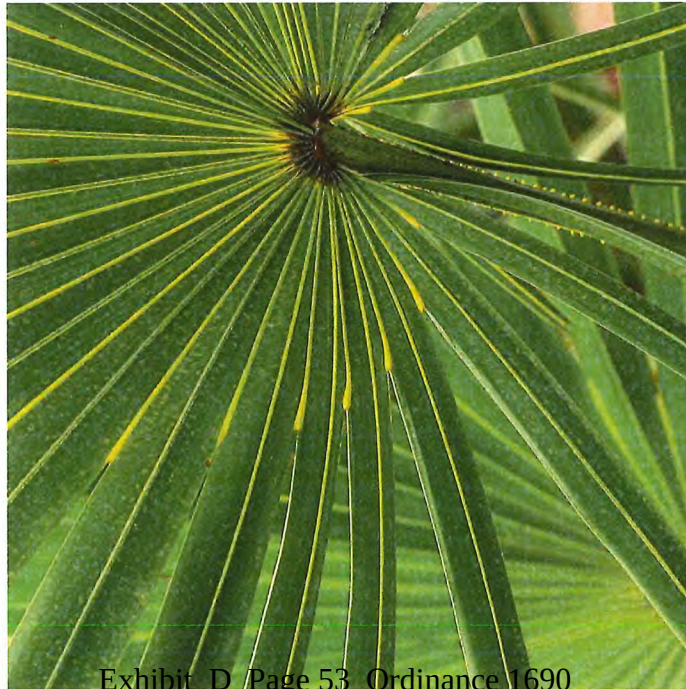
POOL INSPIRATION



LANDSCAPE INSPIRATION

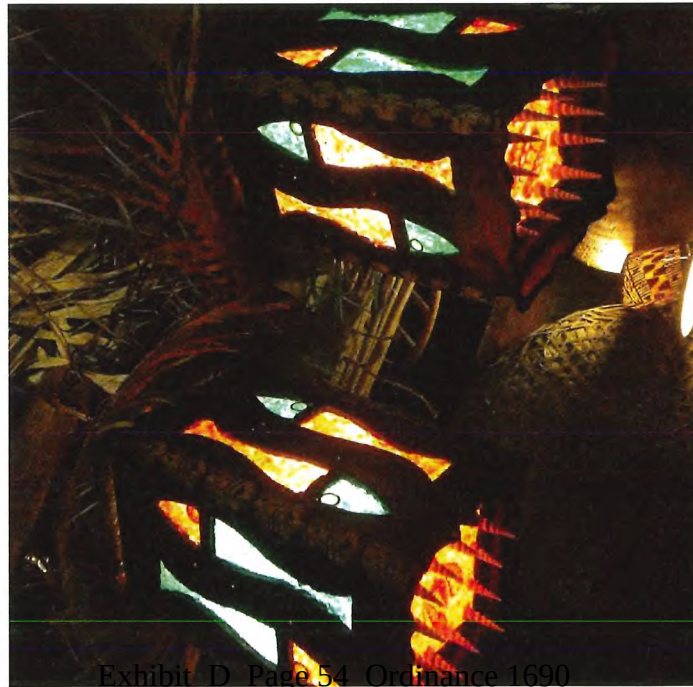


LANDSCAPE INSPIRATION



The site will be decorated with native, maritime, and appropriate ornamentals in key locations to express a variety of color tones and textures, creating interest and contrast. Site landscape improvements include proper dune preservation and restoration techniques in the redevelopment. The resulting project will contain palettes creating a compatible, integrated landscape between the Pier, parking, the beach, and the Resort. The outcome will be a revitalized lush site which promotes Cocoa Beach's sustainability and environmental enhancement initiatives. A Rain Garden will be located near Ridgewood as a means of sustainably irrigating the site and presenting a positive example to the community.

LIGHTING INSPIRATION



The site will be appropriately lit to meet all environmental, turtle-friendly, and local guidelines. Lights will be focused westward. There will be no offending lights on balconies, depending on the season. All lighting will be "AMBER DURING TURTLE SEASON - WHITE DURING OFF-SEASON".

SIGNAGE



Looking East towards Garage entrance



Looking East from within breezeway



Looking East from near pool

Complete with monument, wall, wayfinding and directional signage, the visitor will have ample cues of not only "ARRIVAL", but also to differentiate public versus private areas for hotel guests and public beach goers. The main Cocoa Beach Pier (historic) sign, located on the property's east side, remains as the first featured arrival demarcation. All of the resort signage will be integrated into the facades using similar building materials for the sign, and the same landscape palette for under the signage where appropriate.



SIGNAGE INSPIRATION



PARKING PLAN

Parking and open space areas on the site will be ADA accessible by means of well lit sidewalks. A beautifully appointed, open reception plaza will invite guests and visitors to the lobby and resort amenities, the Beach and the Pier.

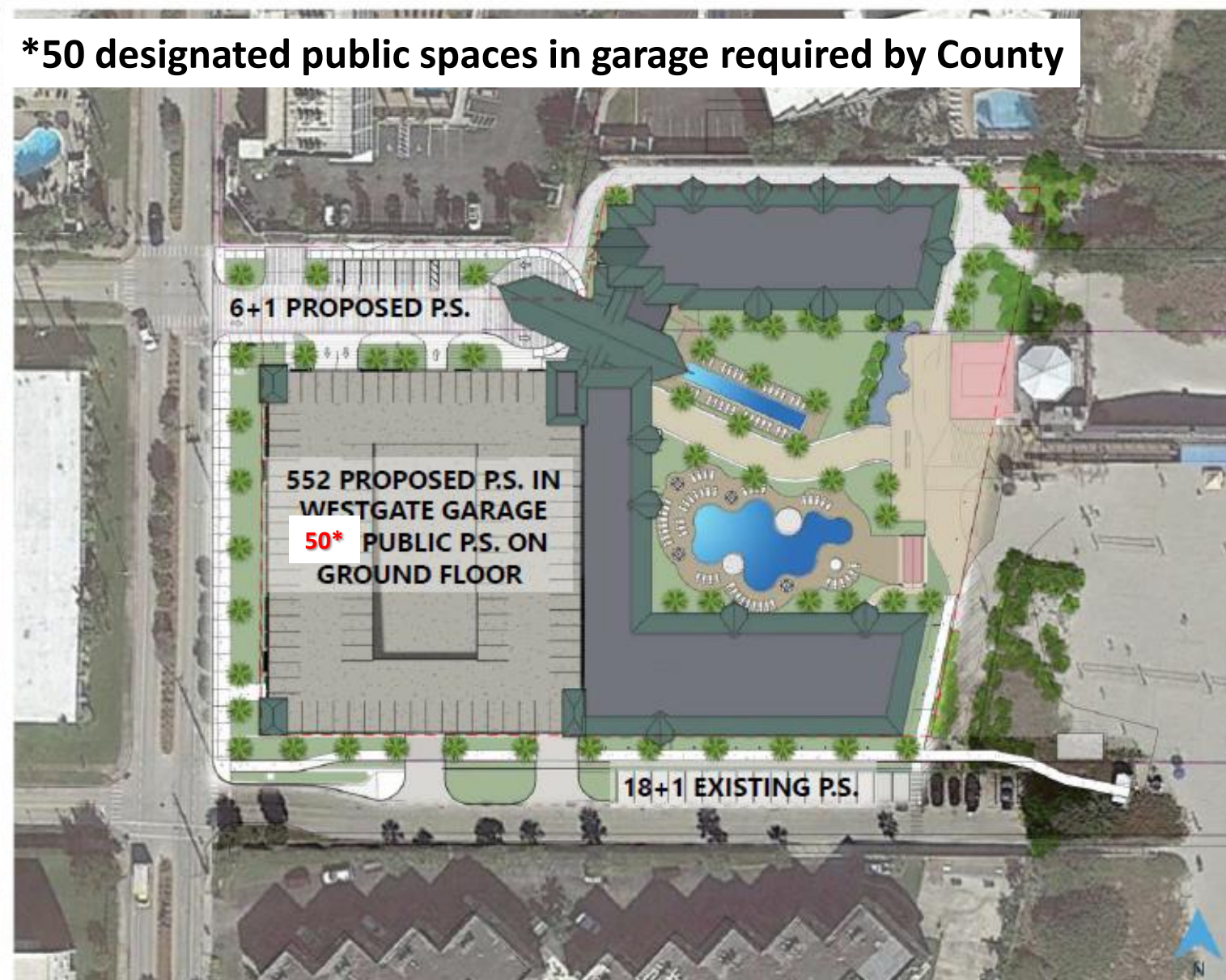
616 spaces of parking for the general public, visitors, and resort guests will be provided on site. Meade and Pulsipher Avenues, as well as a portion of the Garage ground floor will have metered parking. This project will add 298 spaces to the parking inventory.

Existing surface parking from the 1960's is deficient and additional parking is required by the City and project to Accommodate existing and future uses

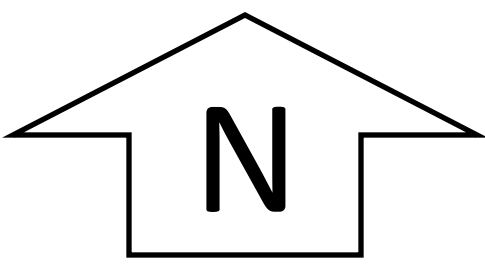


Existing Parking - $254+62+2=318$

*50 designated public spaces in garage required by County

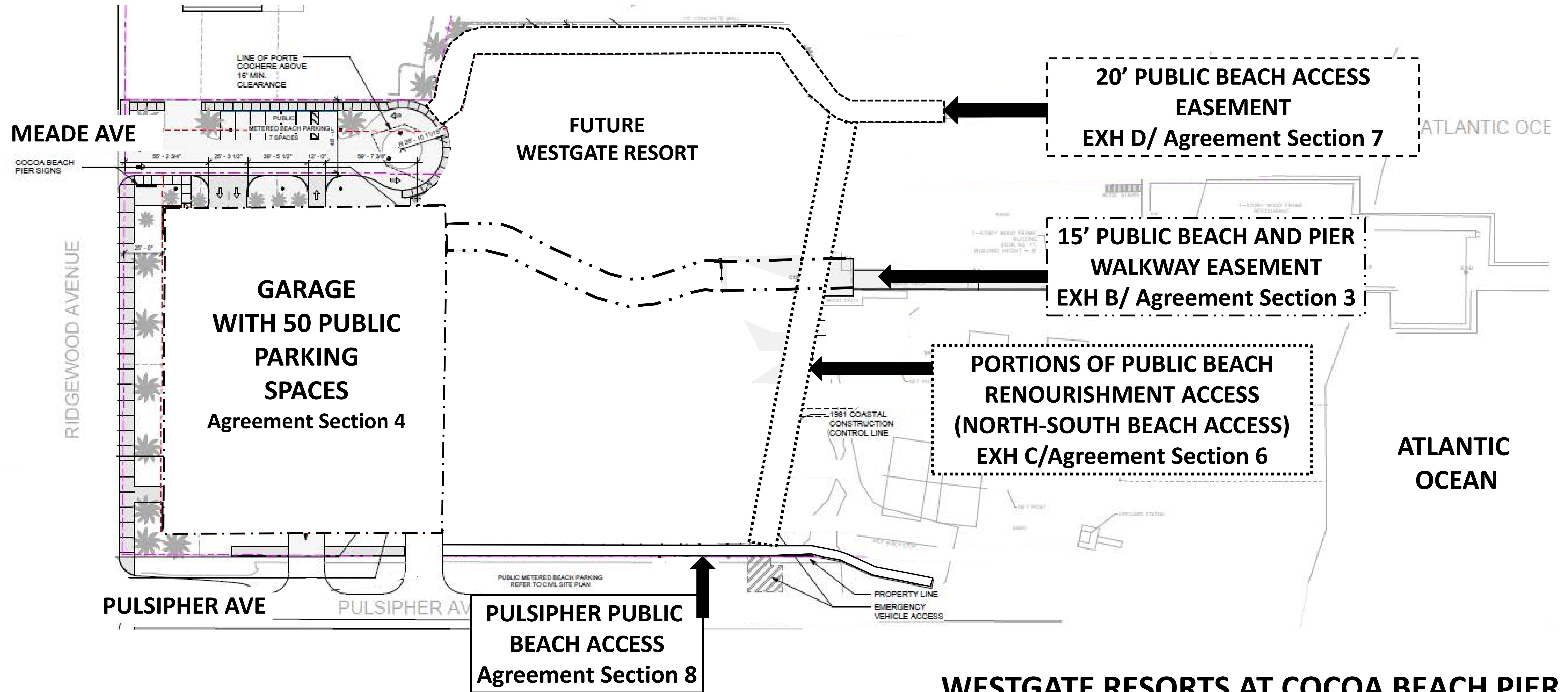


Proposed Parking - $552+38+7+19=616$



COMPOSITE CONCEPTUAL EASEMENT SITE PLAN

EXH A-2 to Westgate/City/County Agreement



**WESTGATE RESORTS AT COCOA BEACH PIER
CFI/WESTGATE RESORTS**

EXHIBIT G