

City of South Daytona

Department of Public Works

1770 Segrave Street • South Daytona, FL 32121 • 386/322-3080



MEMORANDUM

To: James L. Gillis Jr., P.E., City Manager

From: Brian Peek, P.E., Public Works Director

Re: FDEP Agreement LP64074 (Septic to Sewer) Amendment

Date: April 28, 2022

In July 2017, South Daytona was awarded a grant from the Florida Department of Environmental Protection for converting septic systems to City sewer. The initial scope of the grant was specific to abandoning septic systems and connecting properties to existing infrastructure. After evaluating the remaining funds from our FDEP grant, we determined a remainder of approximately \$75,000 would still be available after all properties interested in this program were connected. With the substantial remainder, we did not want to leave this funding behind, but use it to better the system and services available to our residents. Upon review, we determined adding sewer mains and therefore availability would be a good avenue to pursue with this funding. The former Public Works director had begun providing City services in the form of a water main to Sheri Boulevard (a small primarily residential street on the west side of Nova and boundary of the City). For this main to be installed, requests for easements were sent to the property owners. The street was not deeded to the City and no right of way nor easements existed in this area. At the time, enough easements were signed to allow the water line to be installed on the north shoulder of the road. The sewer main however, must be of adequate distance from the water main and ideally central to the road providing service to both sides. Without all easements, this was not possible and the project was shelved.

With the available funds, we decided to approach this street and the residents again. I am happy to say that we now have all easements in place to perform this work, and just as important, FDEP has agreed that this work is in the overall scope of the grant but required a change in wording. To finalize this change, the attached amendment in Appendix "A" is included for execution by the City Manager to be in congruency with the original agreement. This amendment updates the department manager, extends the expiration date approximately one year and three months, and allows for South Daytona to "make connection[s] available for wastewater treatment..."

Continuing Commitment to Excellence

APPENDIX A:

FDEP – Agreement No. LP64074 Amendment No. 2

**AMENDMENT NO. 2
TO AGREEMENT NO. LP64074
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH DAYTONA**

This Amendment to Agreement No. LP64074 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Daytona (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for South Daytona Septic to Sewer Conversion Project (Project), effective June 21, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement and revision to the Grant Work Plan due to being approved to connect more properties to sewer; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2023. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Caleb Hill	Name: Brian Peek
Address: 3900 Commonwealth Blvd., MS 3602	Address: 1770 Seagrave St.
Tallahassee, FL 32399-3000	South Daytona, FL 32119
Phone: 850-245-2892	Phone: 386-322-3080
Email: Caleb.W.Hill@FloridaDEP.gov	Email: bpeek@southdaytona.org

3. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SOUTH DAYTONA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Print Name and Title

Angela Knecht, Division Director

Print Name and Title

Date: _____

Date: _____

Caleb Hill, DEP Grant Manager

Sarah Louissaint, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: South Daytona Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of South Daytona within Volusia County; Lat/Long (29.1653, -81.0009).

PROJECT BACKGROUND: The City of South Daytona (Grantee) has prioritized replacing commercial and residential onsite sewage treatment and disposal systems (OSTDS) with central sewer connection to reduce nutrient pollution impacting the Reed Canal Basin Watershed. The Grantee has identified 17 commercial OSTDS and 206 residential OSTDS within the project area and estimates that the cost of each central sewer connection will be approximately \$4,500. The OSTDS will be abandoned by pumping out the wastewater and then by backfilling and sealing the OSTDS. Reducing OSTDS in the project area will reduce nutrient loading impacts and improve water quality in the Reed Canal Basin Watershed.

PROJECT DESCRIPTION: The Grantee will connect approximately 184 residential and commercial buildings (111 in original agreement, 65 in Amendment 1, and 8 in Amendment 2) to the existing sanitary sewer system and/or make connection available for wastewater treatment by the City of Daytona Beach's Westside Regional Wastewater Treatment Plant. The amount of residential and commercial buildings converted from OSTDS to central sewer will be dependent on the number of participating property owners, the actual cost per connection, and on the available grant funding. The Project will provide reduced nutrient loading and improved water quality to the Reed Canal Basin Watershed.

TASKS and DELIVERABLES:

Task 1: Connection to Central Sewer

Deliverables: The Grantee will connect approximately 184 single family residences and commercial buildings to a central sanitary sewer system for wastewater treatment by the City of Daytona Beach's Westside Regional Wastewater Treatment Plant facility

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee, a list of addresses and types of the properties connected, and proof of connection for each property as evidenced by copies of invoices for the connection by a licensed plumber or a utility contractor or building contractor; or a certification by a Licensed Professional Engineer.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	\$900,000	07/01/17	04/30/2023
Total:			\$900,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.