#### PRELIMINARY AGENDA

#### FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

#### 9:00 a.m., Friday, May 19, 2017

#### The Sonesta Coconut Grove Miami Hotel 2889 McFarland Road Miami, FL 33133-6008 (Miami-Dade County)

#### Item 1. Call to Order.

Chair Cuozzo will call the meeting to order.

#### Item 2. Pledge of Allegiance.

Commissioner Crowley will lead the Pledge of Allegiance to the United States of America.

#### Item 3. Roll Call.

Secretary Donaldson will call the roll.

#### Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

a) City of Fort Lauderdale Small-Scale Derelict Vessel Removal Program, Broward County, FL.

(Please see back up pages 08-10)

RECOMMEND: <u>Approval of the Consent Agenda.</u>

#### Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: <u>Approval of a Final Agenda.</u>

#### Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should fill out a speaker card and communicate with staff prior to that agenda item.* 

#### Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- April 21, 2017 Finance & Budget Committee Mtg. (Pls see back up pages 11-14)
- April 21, 2017 Board Meeting (Please see back up pages 15-29)

RECOMMEND: <u>Approval of the minutes as presented.</u>

#### Item 8. Draft Financial Audit for FY 2015-2016.

The District's Auditor has completed and will present a draft of the FY 2015-2016 Financial Audit for Board review and comment. The Finance and Budget Committee reviewed the draft audit this morning and will provide their comments.

(Please see the Finance and Budget Committee Agenda Package)

#### Item 9. Finance and Budget Committee Report.

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on the Committee's agenda.

(Please refer to the Finance and Budget Committee Agenda Package)

RECOMMEND: <u>Approval of the recommendations of the District's Finance and Budget</u> <u>Committee.</u>

#### Item 10. Staff Report on Miami-Dade County Area Projects.

Staff will present a report on the District's Miami-Dade County area

projects. (Please see back up pages 30-45)

#### Item 11. Comments and Project Status from the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelley Trulock, is scheduled to present an update on projects and activities.

(Please see back up pages 46-54)

## Item 12.U.S. Army Corps of Engineers Setback Policy Update & Authorization of FIND<br/>Assistance Programs Activities.

Ms. Tori White, Deputy Chief - Regulatory Division, Acting Chief - Real Estate Division, U.S. Army Corps of Engineers (USACE), is scheduled to provide a brief presentation on the USACE's latest setback challenges and issues, lessons learned from the FY-2016 Waterway Assistance Program (WAP) permitting review, helpful hints for Regulatory Division's processing of in-water activities applicable to the District's Assistance Programs, and the Fort Pierce Marina Islands.

(Please see back up page 55-59)

RECOMMEND: (*This item is presented for Board review and discussion only.*)

#### Item 13. Waterway Assistance Program Allocation Presentation

The Waterway Assistance Program (WAP) is a grant program established by the Florida Legislature and administered by the District for the purpose of financially cooperating with local governments to alleviate problems associated with the Intracoastal Waterway and associated waterways within the District. The program is authorized by Section 374.976, Florida Statutes, and is administered under the provisions of Chapter 66B-2, Florida Administrative Code. Pursuant to Rule 66B-2.005(1), WAP allocation shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county

(Please see back up pages 60-63)

RECOMMEND: (*This item is presented for Board review and discussion only.*)

# Item 14.Scope of Services and Fee Quote for Professional Engineering Services to<br/>Update the Volusia County Dredged Material Management Plan (DMMP),<br/>Volusia County, FL.

Taylor Engineering has successfully completed, or are nearing completion, of Long-Range Dredge Material Management Plans (DMMPs) updates for Nassau, Duval, St. Johns and Flagler counties. Some of these plans were over 20+ years old and site conditions, permitting changes, operational concerns, and the need to have the plans summarized and produced in a consumer-friendly format, support the necessary updates.

Taylor Engineering has submitted a scope of work and fee quote to update the Volusia County DMMP. The original plan was developed in 1993. The update will facilitate improved site construction and management, and along with the recently completed hydrographic survey data, this information will provide the basis for our successful operations within Volusia County.

(Please see back up pages 64-69)

RECOMMEND: <u>Approval of a scope of work and fee quote in the amount of \$134,263.00.</u> from Taylor Engineering for an update to the Volusia County Dredge <u>Material Management Plan, Volusia County, FL.</u>

## Item 15.Access Easement Agreement with City of Boca Raton for Ingress/Egress at<br/>Material Storage Area 684A (Spanish River Park), Palm Beach County, FL.

Material Storage Area (MSA) 684A is identified as the District's Long-Range Dredge Material Management Area for Reach IV in Palm Beach County. Currently, this site does not have designated access. The City of Boca Raton has agreed to grant the Florida Inland Navigation District (FIND) a perpetual, non-exclusive ingress and egress easement to MSA 684A (also known as Spanish River Park) which will allow access to the site from North Ocean Blvd, Boca Raton, FL. Staff has worked with our attorney to draft a proposed Access, Ingress and Egress Easement for this site.

Meeting Agenda May 19, 2017 Page 4	
<u>Item 15 (cont.).</u>	
RECOMMEND:	Approval of the Access Easement Agreement with the City of Boca Raton for ingress and egress at MSA 684A (Spanish River Park), Palm Beach County, FL.

## Item 16.Lease Agreement with City of Boca Raton for Public Access Purposes at<br/>Material Storage Area 690, Boca Raton, Palm Beach County, FL.

The City of Boca Raton has requested to lease the 10.28 acres of Material Storage Area (MSA) 690 within the City of Boca Raton, for the purposes of a passive recreational park. Activities will include clearing invasive vegetation and constructing a walking trail that will connect to Rutherford Park. The site is not identified as a primary Dredged Material Management Area (DMMA) in the District's Long-Range Dredged Material Management Plan. Staff has worked with our attorney to draft a proposed 25-year lease agreement with provisions for maintenance and invasive plant removal.

(Please see back up pages 78-93)

RECOMMEND: <u>Approval of a 25-year lease agreement with the City of Boca Raton for the</u> passive recreational use of MSA 690, Palm Beach County, FL.

# Item 17.Bid Approval to Engage the Services of a Marine Environmental Consultant for<br/>a Post-Construction Benthic Resource Survey of the Intracoastal Waterway<br/>Within St. Lucie Dredging Reach 1, St. Lucie County, FL.

Maintenance dredging of a portion of the Intracoastal Waterway (IWW) in Cut SL-5 of St. Lucie Reach 1 is nearly completed. The maintenance dredging project is authorized under the U.S. Army Corps of Engineers (USACE) Regional General Permit (RGP) SAJ-93 with noted project-specific conditions for dredging material from the ICW.

Special Conditions within the project-specific authorization and the RGP require a post-construction survey to document any impacts to seagrass or other aquatic resources. The District provided a Request for Proposal to six qualified firms on May 2, 2017 with responses scheduled to be received on May 16, 2017. Responses will be reviewed for qualifications, past performance, and price, and the bid results will be provided to the Board at the May meeting.

(Please see back up pages 94-102)

<b>RECOMMEND:</b>	Approval of the proposal respondent list, as presented, to conduct a		
	post-construction benthic resources survey of the IWW for St. Lucie		
	Reach 1 maintenance dredging project, St. Lucie County, FL.		

Meeting Agenda May 19, 2017 Page 5

# Item 18.Bid Approval to Engage the Services of a Landscaping Firm to Establish a<br/>Native Vegetation Buffer at Material Storage Area 610/611, Palm Beach<br/>County, FL.

The District provided a Request for Proposals to four qualified firms on May 9, 2017 with responses scheduled to be received on May 17, 2017. Responses will be reviewed for qualifications, past performance, and price and be provided to the Board at the May meeting. Material Storage Area (MSA) 610/611, located in Jupiter, Florida behind the Bluffs subdivision has been leased to the Town of Jupiter (Town) for over 30 years as a passive park. As part of the 2016 renewed lease to the Town, FIND and the Town initiated a two-phased effort to: 1) remove the invasive, exotic vegetation from the property, and 2) establish a native landscape buffer along portions of the property along adjoining property lines in the River Bluffs community. Most of the exotic vegetation has been cleared and Phase 2 now needs to be completed. The Town will be providing a water source for establishing the vegetation and financial support for the project and ongoing improvements and maintenance.

(Please see back up pages 103-106)

RECOMMEND: <u>Approval of the qualified low-bid landscaping firm to establish a</u> perimeter native vegetative buffer at MSA-610/611, Palm Beach <u>County, FL.</u>

#### Item 19. Nomination of Officers Committee Report.

The Nomination of Officers Committee met earlier today and the Chair of the Committee will present their recommendations for officers for the next year. These officers will assume their positions after today's meeting.

(Please see Nomination of Officers Committee Agenda Package)

RECOMMEND Approval of the Nomination of Officers Committee recommendations for Officers for the period of June 2017 through May of 2018.

#### Item 20. Tallahassee Report.

The District's state governmental relations firm has submitted a status report concerning activity on state issues that could be of interest to the District.

(Please see back up pages 107-112)

RECOMMEND: (*This item is presented for Board review and discussion only.*)

#### Item 21. Washington D.C. Report.

The District's federal governmental relations firm has submitted a status report concerning activity pertaining to the District's federal issues. Discussion and details of the annual federal legislative meetings will also be discussed.

(Please see back up pages 113-116)

**RECOMMEND:** (*<u>This item is presented for Board review and discussion only.</u>)* 

#### Item 22. Additional Staff Comments and Additional Agenda Items.

#### Item 23. Additional Commissioners Comments.

#### Item 24. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

#### PRELIMINARY CONSENT AGENDA

#### FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

#### 9:00 a.m., Friday, May 19, 2017

#### The Sonesta Coconut Grove Miami Hotel 2889 McFarland Road Coconut Grove (Miami-Dade County), FL 33133-6008

## Item A.City of Fort Lauderdale Small-Scale Derelict Vessel Removal Program<br/>Application, Broward County, FL.

The City of Fort Lauderdale has submitted a funding assistance request for the removal of one (1) derelict vessels located on the District's waterways within Broward County. The total project cost is estimated to be \$6,800.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. The City of Fort Lauderdale is requesting \$5,100.00 (75%) District funding reimbursement.

(Please see back up pages 8-)

RECOMMEND <u>Approval of the City of Fort Lauderdale's request for up to \$5,100.00</u> <u>cost-share through the District's Small-Scale Derelict Vessel Removal</u> Projects program, Broward County, FL.

#### ATTACHMENT A FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

Applicant: <u>City of Fort Lauderdale</u>	
Project Title: 28' Sail Boat	
Contact Person: Lee R. Feldman	Jonathan Luscomb
Title:City Manager	Supervisor of Marine Facilities
Address: <u>2 South New River Drive East</u>	
Fort Lauderdale	_Zip Code: <u>33301</u>
Telephone: <u>954-838-5343</u>	Fax: 954-468-1599
Email: jluscomb@fortlauderdale.gov	
Number of Vessels and waterway locations: <u>1 Vessel</u> (Please include pictures and map locations on a separate	worksheet)
Vessel Distance from the Intracoastal Waterway 30-50 f	eet
Total Estimated Costs to removal all vessels: $\frac{6,800}{5}$ % of total cost: $\frac{75\%}{5}$ . Please complete and attach a be removed, in addition to a contractor bid sheet)	
Amount and Source of Applicants Matching Funds:	
Other (non-FIND) Assistance applied for (name of progr Improvement Program Grant.	am and amount): <u>\$1,700 – Broward Boating</u>
Have all vessels been identified by the Florida Fish & W applicable marine law enforcement agency) as derelict?	
Have all necessary permits and or approvals been approv If not, please explain:	
I hereby certify that the information provided in this	application is true and accurate.
SIGNATURE: SOLA	oz DATE: 4.26.2017
Form No. 05-01	

New 04-24-06

#### **ATTACHMENT B**

#### FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

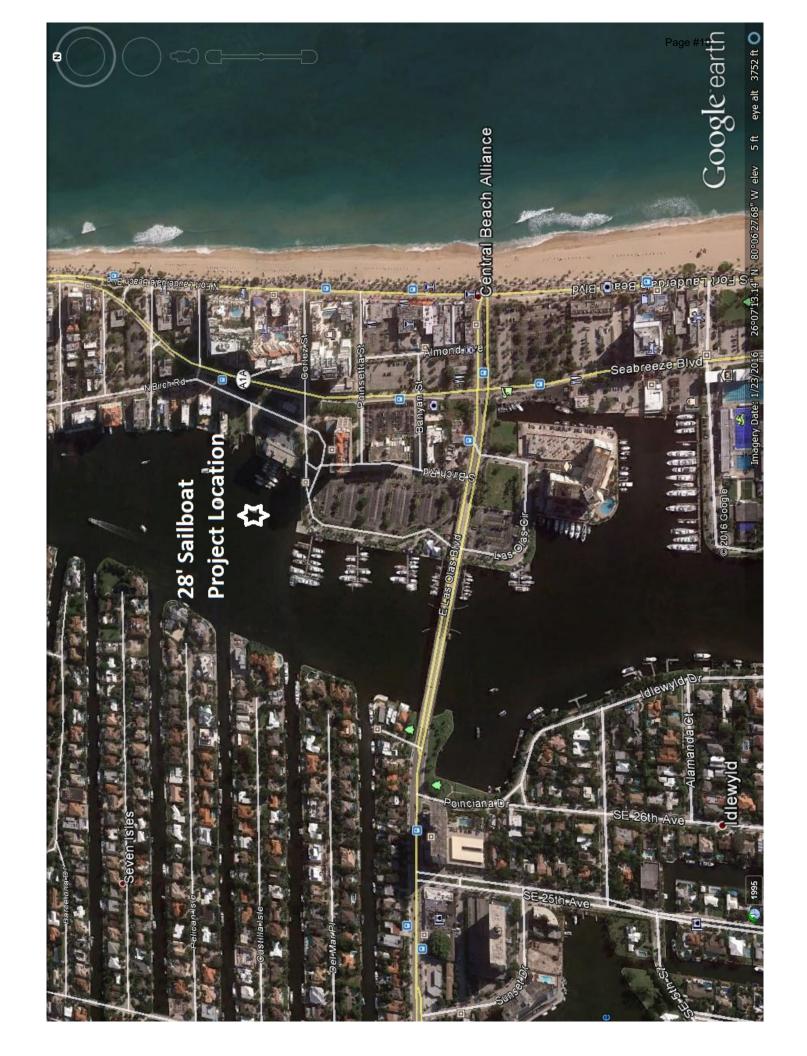
#### PROJECT COST ESTIMATE (See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

#### APPLICANT: <u>City of Fort Lauderdale</u>

#### PROJECT: <u>28' Sailboat</u>

#### VESSEL LOCATION AND IDENTIFICATION: 28'Sailboat (26' 07". 2298 / 080' 06".2664)

<b>Project Elements</b> (Please list the project cost elements and provide a general cost break out for each one.)	Quantity Estimated Cost (Number or cost per vessel)	Applicant's Cost	FIND Cost
Salvage and dispose of 28' Sailboat from the ICW on November 14, 2016	\$6,100	\$1,700	\$5,100
** TOTALS = \$	6,1005	<u> </u>	5,100



#### **MINUTES OF THE**

#### FLORIDA INLAND NAVIGATION DISTRICT

#### **Finance and Budget Committee Meeting**

8:45 a.m., Friday, April 21, 2017

**Hilton Garden Inn** 

**55 Town Center Boulevard** 

#### City of Palm Coast, Florida 32164-2387

#### **<u>ITEM 1.</u>** Call to Order.

Committee Chair McCabe called the meeting to order at 8:45 a.m.

#### ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and, Committee Chair McCabe, Secretary Donaldson, and Commissioner Sansom were present. Chair Blow was absent. Ms. Zimmerman stated that a quorum was present.

#### **ITEM 3.** Additions or Deletions.

Committee Chair McCabe asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the meeting agenda.

Mr. Crosley noted that a current Interest and Term of Funds sheet had been distributed to commissioners and staff.

Commissioner Sansom made a motion to approve the agenda as presented. The motion was seconded by Secretary Donaldson. Chair McCabe asked for any further discussion, hearing none, a vote was taken and the motion passed unanimously.

#### **ITEM 4**. **Public Comments.**

Committee Chair McCabe asked if there were any public comments on issues that are not on today's agenda. There were none.

#### **ITEM 5.** Financial Statements for January 2017 and February 2017.

Mr. Crosley presented the District's January and February 2017 financial statements.

Mr. Crosley noted that the TD Bank CD matured and was renewed with TD Bank.

Mr. Crosley stated that the Broward Deepening project has been completed. Port Everglades should return the \$2.5 million reserve to the District by the end of the District's fiscal year.

Mr. Crosley stated that current fiscal year revenue collections are at ninety percent. He asked for questions. There were none.

Secretary Donaldson made a motion to approve a recommendation to the full Board of the financial statements for January and February 2017. The motion was seconded by Commissioner Sansom. Committee Chair McCabe asked for any additional discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### ITEM 6. January 2017 and February 2017 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for January and February 2017.

Mr. Crosley stated that for the current Fiscal Year, the Waterways Assistance Program has four fiscal years of committed expenses in the amount of \$33 million. He stated that the District received 76 Waterways Assistance Applications for this year's grant program.

Mr. Crosley stated that the DMMA M-8 construction project has started. Mr. Crosley asked if there were questions. There were none.

#### ITEM 7. FY 2016-2017 Budget Amendment No. 1.

Mr. Crosley presented Resolution No. 2017-01 adopting FY 2016-2017 Budget Amendment No. 1. This is the initial budget amendment to the District's current FY budget and is being made to reflect the actual expenditures by fiscal year in the Waterways Assistance Program (WAP), and costs associated with projects scheduled with the U.S. Army Corps of Engineers.

Mr. Crosley stated that the Crossroads project will be completed soon. The USACE has provided some federal funding to conduct the maintenance dredging, providing a savings for FIND. The USACE unused FIND funding will be returned and used for other projects. The DMMA DU-9 project has been bid, and additional funding will need to be allocated due to changes to the St. Augustine and Matanzas projects.

Secretary Donaldson made a motion to approve a recommendation to the full Board of Resolution No. 2017-01 for Budget Amendment No. 1 to the FY 2016-2017 Budget. The motion was seconded by Commissioner Sansom. Committee Chair McCabe asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

#### **<u>ITEM 8.</u>** Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that three (3) actions were taken from February 7, 2017 through April 10, 2017.

Mr. Crosley stated that he approved payments for exotic vegetation removal, general engineering and environmental services.

#### **ITEM 9.** Additional Agenda Items or Staff Comments.

Committee Chair McCabe asked if there were any additional agenda items or staff comments. There were none.

#### **ITEM 10.** Additional Commissioners Comments.

Committee Chair McCabe asked if there were any additional Commissioner comments.

#### ITEM 11. Adjournment.

Committee Chair McCabe stated that hearing no further business the meeting was adjourned at 8:57 a.m.

#### **MINUTES OF THE**

#### FLORIDA INLAND NAVIGATION DISTRICT

**Board of Commissioners Meeting** 

9:00 a.m., Friday, April 21, 2017

The Hilton Garden Inn

**55 Town Center Boulevard** 

City of Palm Coast, Flagler County, Florida 32164-2387

#### **<u>ITEM 1</u>**. Call to Order.

Vice-Chair Netts called the meeting to order at 9:04 a.m.

#### **ITEM 2.** Pledge of Allegiance.

Vice-Chair Netts led the Pledge of Allegiance to the Flag of the United States of America.

#### ITEM 3. Roll Call.

Secretary Donaldson called the roll and Vice-Chair Netts, Treasurer McCabe, and Commissioners Gernert, O'Steen, Sansom and Williams were present. Chair Cuozzo, Commissioner Blow and Commissioner Crowley were absent. Secretary Donaldson stated that a quorum was present. Commissioner Isiminger arrived at 9:24 a.m.

Mr. Crosley introduced and welcomed the newly appointed Broward County Commissioner Frank Gernert.

#### ITEM 4. Consent Agenda.

Vice-Chair Netts asked if there were any comments or questions regarding the Consent Agenda.

Commissioner Sansom suggested that a provision addressing waving of landfill disposal fees for derelict vessels be added to the District's Assistance Program rule.

Secretary Donaldson stated that most Counties use private landfills and their covenants do not allow management the authority to wave those fees. He noted that it is more important to get the derelict vessels removed and disposed of in a landfill and not left in the waterway.

Commissioner Sansom made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner O'Steen. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **ITEM 5.** Additions or Deletions.

Vice-Chair Netts asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that there are no additions or deletions to the meeting agenda. He stated that additional information has been distributed for: Item 11, Bid Approval to Engage the Services of a Marine Environmental Consultant for a Post-Construction Benthic Resource Survey of the Intracoastal Waterway near the Vicinity of Jupiter Inlet, Palm Beach County, Florida; an information sheet about the District's FY 2016-2017 Assistance Program Applications; and a letter regarding the Bridge of Lions in St. Augustine, Florida, which will be discussed under Staff Comments.

Secretary Donaldson made a motion to approve the final agenda as presented. The motion was seconded by Treasurer McCabe. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **<u>ITEM 6.</u>** Public Comments.

Vice-Chair Netts asked if there were any public comments on issues that are not on today's agenda. There were none.

#### **ITEM 7.** Board Meeting Minutes.

Vice-Chair Netts asked if there were any comments or questions regarding the February 18, 2017 Finance & Budget Committee and Board Meeting Minutes.

Commissioner Williams referred to Item 7 of the February 18, 2017 Board Meeting Minutes and stated that the correction should read "Ms." Pfaff not Mr. Pfaff.

Commissioner Williams made motion to approve the February 18, 2017 Finance & Budget Committee and Board Meeting Minutes as amended. The motion was seconded by Commissioner Isiminger. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **ITEM 8.** Staff Report on Flagler County Area Projects.

Mr. Crosley stated that the Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Flagler County was completed in 1993. Phase II of the DMMP was completed in 1994 and all major land acquisition was completed in 1996.

Mr. Crosley stated that the 50-year dredging projection for the 20 miles of channel in Flagler County is 926,905 cubic yards and the storage projection is approximately 1,992,846 cubic yards.

Mr. Crosley stated that Phase I construction has been completed for all three upland sites in Flagler County, DMMA FL-3, DMMA FL-8 and DMMA FL-12. All the sites have been fenced and the buffer of DMMA FL-12 was landscaped several years ago.

Stabilization of the shoreline of DMMA FL-8 has been completed along with the installation of a pedestrian pathway along the shoreline that connects an existing waterfront walkway to the City of Palm Coast's Waterfront Park. Plans, specifications and permitting for DMMA FL-3 were completed in 2013. Construction of this site was completed in 2015 and the site is ready to receive material from dredging Reach II in 2018.

Mr. Crosley stated that routine maintenance dredging of the Intracoastal Waterway in the vicinity of the Matanzas Inlet and in Cut F-2 was completed in March of 2017 with U.S. Army Corps of Engineers (USACE) funding and project management. The dredged material was placed on the beach at Summerhaven.

Mr. Crosley stated that the Flagler County Waterways Economic Study is currently being updated.

Mr. Crosley stated that notable Waterway Assistance Program projects include: Bings Landing, Moody, Grand Haven South and North Park boat ramps, Marineland Marina and Flagship Harbor Preserve. The District's Interlocal Agreement Program has provided funding to Flagler County projects in the amount of \$25,000. The District has consistently partnered with the City of Palm Coast for many years on waterway cleanup projects in Flagler County, in the amount of \$5,000 per year. The District's Small-Scale Derelict Vessel Removal Program has contributed \$6,503.00 in funding to Flagler County.

#### **ITEM 9.** Comments from the U.S. Army Corps of Engineers.

Ms. Lacy Pfaff, the Interim Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (USACE), stated that Plan and Specifications for the IWW Sawpit project in Nassau County will kick off in summer of 2017. The USACE anticipates receiving funding in FY 2018 either from Federal allocation or through FIND,

Ms. Pfaff stated that \$2.6 million of Work Plan funding will go towards the St. Augustine and Matanzas IWW dredging projects. The contract was awarded to Weeks Marine on September 30, 2016 and the Notice to Proceed was issued on November 2, 2016. Construction will commence on September 7, 2017. For the St. Augustine project, because of damages incurred in the Vilano/South Ponte Vedra beach area from Hurricane Matthew, FIND has requested that the USACE investigate the cost of changing the placement area of the St. Augustine Dredging Reach to the beach north of the inlet, in lieu of placing material on the State Park south of the Inlet. This required a FDEP permit modification. 150 residential easements were executed, with one holdout, for this project change. Mobilization started on April 3, 2017 and dredging started on April 13, 2017. The contractor worked around the resident that did not execute an easement.

Ms. Pfaff stated that St. Johns County has requested a change to the IWW Matanzas project by placing sand at a higher elevation where old AIA was washed away by Hurricane Matthew. This required a modification to the contract and a minor modification to the FDEP permit. The modifications were combined and awarded for \$25,000.00. Dredging was completed last week.

Ms. Pfaff stated that the USACE has received \$5,500,000.00 in supplemental Federal funding to complete the dredging of the IWW near Ponce Inlet in Volusia County. The USACE is exploring combining the project with the Ponce Inlet dredging program to save on mobilization. The most recent permit allows for upland and nearshore disposal only. The contract will be advertised October 18, 2017.

Commissioner Sansom suggested that the District work with the State of Florida Legislature and the Department of Environmental Protection Beaches and Coastal Systems to provide dredged material for beach placement.

Mr. Jim Marino, with Taylor Engineering, stated that Volusia County has authorized the development of a new Beach Management Plan integrating all relevant information.

Secretary Donaldson stated that FIND can apply to the State of Florida for Beach Funding for inlet material deposition.

Ms. Pfaff stated that Plans and Specifications for the construction of Dredged Material Management Area (DMMA) O-7, Martin County, have been funded with Federal funding and construction will be funded by FIND. The construction contract was awarded to Cody Construction with a required completion date of July 14, 2018.

Ms. Pfaff stated that the Plans and Specifications for construction of DMMA O-23 began in January 2017. NEPA activities were started and are extensive. An FDEP exemption will be obtained since this project is upland construction. Project design concepts will be the same as DMMA O-7. She anticipates awarding the contract in Spring of 2018.

Ms. Pfaff stated that approximately 34,000 cubic yards of problematic shoaling within the Crossroads reach of the IWW was removed by the Corps hopper dredge Currituck. The dredging started on March 1 and was completed on March 22, 2017. The dredged material was placed in the St. Lucie Inlet Impoundment Basin. The USACE dredge will return to complete the advanced maintenance widener project in September 2017.

Ms. Pfaff stated that the USACE is moving forward with permitting the IWW Broward Reach I Dredging Project. The current path forward is to dredge with a Wilmington District hopper dredge, unless it is determined that the quantity is large enough to justify standard procurement. Discussions with the Hillsboro Inlet Chairman, Mr. Jack Holland, led to the suggestion that the USACE should consider placing the dredged material within the existing Hillsboro Inlet settling basin, a permanent sand transfer station. This would alleviate the need to obtain National Environmental Policy Act (NEPA) approval on a new nearshore placement area. The Hillsboro Inlet dredge would then move the material to the beach south of the inlet. To do this, the USACE would still need a Florida Department of Environmental Protection (FDEP) permit and possible NEPA coordination, since IWW material has never been placed in this disposal location. These changes will push this project out one additional year.

Ms. Pfaff stated that the USACE utilized \$400,000.00 in Hurricane Matthew Supplemental funding to remove 8,100 cubic yards of shoal at Bakers Haulover in March 2017. Disposal will be in the extreme nearshore at Bal Harbor Beach. A future project will be scheduled for September 2017 to remove an additional 25,000 cubic yards of material. The team is exploring whether to utilize a USACE dredge or go industry.

Mr. Crosley noted that the three recent FIND dredging projects were all going on at the same time and he does not believe that has happen before with District projects.

Secretary Donaldson stated that is significant and represents the USACE Jacksonville District's relationship with the USACE Southeastern Atlantic Division.

Ms. Pfaff stated that she has been filling in for Ms. Trulock as the FIND project manager and this may be her last FIND meeting. She stated that Ms. Trulock will be returning as the District's USACE Project Manager.

Commissioner Sansom thanked Ms. Pfaff for doing an excellent job for FIND.

## **ITEM. 10.** St. Lucie Reach I Intracoastal Waterway Maintenance Dredging Project with Update, St. Lucie County, Florida.

Mr. Crosley stated that the St. Lucie Reach I Intracoastal Waterway Maintenance Dredging revised project was bid and two bids were received. Cavache, Inc was the low qualified bidder and the Notice to Proceed was issued on March 30, 2017.

Mr. Bill Alley, with Taylor Engineering briefly reviewed the 2.6-mile project scope with 4.5-miles of beach placement. The contractor is fully mobilized and will be dredging double-shifts for 24 hours straight. The project must be completed by May 31<sup>st</sup>, in time for turtle nesting season.

Mr. Alley stated that the pre-project survey is showing additional shoaling in the amount of 30,000 cubic yards when compared to the previous 2014 project survey. A total of 98,000 cubic yards of material will be removed. This additional shoaling coincides with the marina and breakwater structures that were recently constructed.

Commissioner Sansom asked if there is anything else that could have contributed to this additional shoaling. Secretary Donaldson stated that there was a vegetated island east of this inlet that washed away during Hurricane's Jean and Frances. This altered sediments in the area. Mr. Crosley also noted last year's Hurricane Matthew could have impacted the area.

Mr. Crosley stated that the permit conditions for the Fort Pierce Marina shore protection features specifically state that the protection system would not adversely affect

shoaling rates and navigation. Post dredging project monitoring will determine if the structures are affecting the shoaling.

Mr. Alley stated that there is shoaling just north of the south bridge and the County is requesting that the project include that shoaling. Therefore, an extension may be necessary.

Secretary Donaldson stated that it would ideal if the shoal north of the south bridge could be removed. If the project time-line needs to be extended, that should be considered. Mr. Alley stated that the contractor will work to remove that shoal and feels that the time may not need to be extended.

Ms. Tori White, Deputy, Regulatory Division, with the U.S. Army Corps of Engineers (USACE), stated that the City of Fort Pierce Marina was destroyed by Hurricane's Jean and Frances. The new marina and the marina protection system, geotech islands, were permitted with conditions. The geotech islands were designed and constructed on the flood shoal. The USACE had/has concerns because the Inlet flood shoal is a dynamic area, and the facility could change those dynamics. It is believed that the City underestimated the amount of impact this project would have on this area. The permit was issued with conditions requiring the City to perform bathymetric surveys of this area and to implement corrective measures and remove any shoaling caused from or by this project. Comparing current surveys to pre-project surveys shows that this area has not previously had a history of shoaling and current shoaling at the Islands is moving into the channel. These shoaling rates are about 5-8 feet above mean-low-water. The City is required to take corrective measures and the USACE will be pursuing discussions with the City regarding permit compliance. Secretary Donaldson stated that he would like to review the information on this

project and discuss this with the Executive Director and the District's Engineer before the

Board takes any action on this subject.

Commissioner Sansom stated that it is important to work with the City of Fort

Pierce and suggested that the additional cost to dredge this shoaling be identified.

Commissioner Isiminger asked if the Fort Pierce Inlet has an Inlet Management

Plan.

Secretary Donaldson stated that the City is updating their Inlet Management Plan and they are considering constructing an impoundment basin.

#### **ITEM 11.** Bid Approval to Engage the Services of a Marine Environmental Consultant for a Post-Construction Benthic Resource Survey of the Intracoastal Waterway near the Vicinity of Jupiter Inlet, Palm Beach County, Florida.

Mr. Crosley stated that maintenance dredging of a portion of the Intracoastal Waterway (IWW) near the Jupiter Inlet was recently completed.

Commissioner Isiminger made motion to approve the low qualified bidder, Pinnacle Ecological to conduct a post-construction benthic resources survey of the IWW in the vicinity of Jupiter Inlet, Palm Beach County, Florida. The motion was seconded by Commissioner Sansom. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

## **ITEM 12.** Approval of Change Order #11, Broward Intracoastal Waterway Deepening Project, Broward County, Florida.

Mr. Crosley stated that the Broward Intracoastal Waterway (IWW) Deepening Project is complete. He presented Change Order #11 which involves a small change to the amount of debris encountered while dredging the Broward IWW Deepening Project. Commissioner Gernert made motion to approve Change Order #11 in the amount of \$3,880.25 for additional debris removal, Broward IWW Deepening Project, Broward County, Florida. The motion was seconded by Treasurer McCabe. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **<u>ITEM 13.</u>** Scope of Work and Fee Quote for Engineering Design and Contract Documents for Weir Replacement at Dredged Material Management Area BV-52, Brevard County, Florida.

Mr. Crosley stated that Taylor Engineering has provided a scope of work and fee quote for engineering, design and contracting to replace the 1998 corrugated metal weir at Dredged Material Management Area (DMMA) BV-52, Brevard County, Florida.

Commissioner Sansom made motion to approve the proposal and fee quote from Taylor Engineering in the amount of \$52,555.00 for engineering design and contract documents for weir replacement at DMMA BV-52, Brevard County, Florida. The motion was seconded by Commissioner O'Steen. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

## <u>ITEM 14.</u> Approval to Engage a Risk Management and Insurance Analysis Expert.

Mr. Crosley stated that staff worked with the District's attorney to develop a Request for Proposals (RFP) to engage a consultant to analyze and quantify the risks inherent in the District's contractual relationships, to set appropriate standards for insurance clauses in FIND contracts, and to evaluate the insurance policies, endorsements and riders provided by FIND's contractors.

Mr. Crosley stated that on March 15, 2017, the District received three (3) qualified responses to the RFP. Staff is requesting the Board approve the entire RFP rankings.

Commissioner Williams asked about the District self-insuring.

Vice-Chair Netts suggested the District purchase Liability Insurance up to a certain level and then self-insure.

Treasurer McCabe stated that these are great suggestions and should be discussed with Attorney Breton.

Commissioner Isiminger made motion to approve the RFP rankings and cost proposal not to exceed \$12,000.00, and a three (3) year continuing services contract, to conduct an initial Risk Management and Insurance Analysis for the District. The motion was seconded by Commissioner Williams. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **ITEM 15.** Scope of Services and Fee Proposal for Updates to the District's GIS Mapping Database System for Volusia, Brevard, Indian River, St. Lucie, Martin, Broward and Miami-Dade Counties.

Mr. Crosley presented the work order to approve Taylor Engineering's GIS update to Volusia, Brevard, Indian River, St. Lucie, Martin, Broward and Miami-Dade Counties,

Commissioner Williams made motion to approve a proposal and fee quote from Taylor Engineering in the amount of \$79,696.00 for the GIS update to Volusia, Brevard, Indian River, St. Lucie, Martin, Broward and Miami-Dade Counties, FL. The motion was seconded by Secretary Donaldson. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

#### **ITEM 16.** DMMA DU-2 Weir Reconstruction, Duval County, Florida.

Mr. Crosley stated that this item has been resolved and he would like to remove this item from the Agenda. The Board concurred.

#### **<u>ITEM 17.</u>** Tallahassee Report.

Commissioner Sansom stated that SB 1599 and HB 1213, Coastal Management, addresses beach management and restoration and provides \$50 million dollars for beach restoration.

Commissioner Sansom stated that the 2017 Legislative session will conclude on May 5, 2017. HB 7043 and SB 1338, Vessels, address derelict vessels, details conditions that suggest a vessel is derelict, and provides that a vessel cannot anchor within 100 feet of a managed mooring field. The House bill restricts mooring in certain areas and provides that a vessel moored in certain areas for more than 10 days must provide proof that the vessel has on board, or has made arrangements for, appropriate sewage treatment.

Commissioner Sansom stated that HB 7021, Local Government Ethics Reform, will require Board members of special districts complete four (4) hours of ethics training annually.

Commissioner Sansom stated that Senate confirmation for Commissioner appointments will come next session.

#### **<u>ITEM 18.</u>** Washington D.C. Report.

Mr. Crosley stated that with limited time before the current Continuing Resolution (CR) expires on April 28, 2017, and with Congress in recess from April 10-21, congressional appropriators are working hurriedly to wrap up Fiscal Year (FY) 2017 appropriations bills. Because of the CR, the USACE's FY 2017 Work Plan will likely be delayed until spring.

Mr. Crosley stated that Mr. Davenport worked with Representative Frankel and ten (10) members of FIND's Congressional Delegation to write a letter to the USACE seeking

FY 2018 funds. Mr. Davenport has been coordinating with members of the Atlantic Intracoastal Waterway Association (AIWA) to obtain their signatures and support on request letter.

Mr. Crosley stated that Mr. Davenport will continue working with FIND's Congressional Delegation and the USACE between now and the release of the Work Plan for IWW funding.

#### **<u>ITEM 19.</u>** Finance and Budget Committee Report.

Treasurer McCabe made a motion to approve the recommendations of the District's Finance and Budget Committee, January and February 2017 financial statements, the delegation of authority, and the expenditure and project status report. The motion was seconded by Commissioner Sansom. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

Treasurer McCabe made a motion to approve Resolution No. 2017-01 for Budget Amendment No. 1 to the FY 2016-2017 Budget. The motion was seconded by Secretary Donaldson. Vice-Chair Netts asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

#### **ITEM 20.** Additional Staff Comments and Additional Agenda Items.

Ms. Zimmerman stated that the U. S. Coast Guard has published a Public Notice regarding the Bridge of Lions openings and closing schedule. The notice is open for public comment until May 15, 2017. Chair Blow and Mr. Crosley, on behalf of FIND have both sent letters commenting on the proposed closings. The commissioners briefly discussed the issue and recommended that Mr. Crosley, on behalf of FIND, combine Chair Blow's letter and his letter and send it to the City of St. Augustine and the Florida Department of

Transportation (FDOT). She asked commissioners to go on line, www.regulations.gov, and express their concern for navigation safety.

Commissioner Sansom made a motion for Mr. Crosley to develop another letter regarding the District's objections to the proposed Bridge of Lions closing, incorporating Chair Blow's comments and send it to the U. S. Coast Guard with a copy to the City of St. Augustine and the Florida Department of Transportation (FDOT). The motion was seconded by Commissioner Isiminger. Vice-Chair Netts asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

Ms. Zimmerman stated that the District has received 76 Waterway and Cooperative Assistance Program applications. Technical Sufficiency letters have been sent with a deadline of May 26, 2017 for compliance. Permit deadline for this year will be September 20, 2017.

#### **ITEM 21.** Additional Commissioners Comments.

Treasurer McCabe noted that last evening's Community Outreach Event was wellattended and very nice.

Commissioner Williams suggested a review of the Assistance Program funding rule be discussed for a revision to shift additional funding to the smaller counties.

Mr. Crosley stated that he will review the statue and will make a presentation at the May meeting.

#### ITEM 22. Adjournment.

Vice-Chair Netts stated that hearing no further business the meeting was adjourned at 11:36 a.m.



#### MIAMI-DADE COUNTY PROJECT STUATUS UPDATE

**MAY 2017** 

#### Dredged Material Management Plan.

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (IWW) in Miami-Dade County was completed in 2003. Phase II of the DMMP was completed in 2005 and all major land acquisition was completed by 2007. (*Please see the attached maps*).

The District routinely places beach-compatible dredged material on the beaches south of Baker's Haulover Inlet during dredging of the IWW in that vicinity. The District also owns DMMA D-45 located near the County landfill between Cutler City and Homestead. The 50-year dredging projection for the 48 miles of channel in Miami-Dade County is 574,292 cu/yds, and the storage projection is 1.2 million cu/yds, with nearly all of this material is associated dredging with the IWW in the vicinity of Baker's Haulover Inlet.

-----

#### Waterway Dredging

Maintenance dredging of IWW Reach II in the vicinity of Baker's Haulover Inlet was completed in 2011, and again in April of 2014. For the April 2014 project, the U.S. Army Corps of Engineers (USACE) utilized super-storm Sandy funding to dredge approximately 50,000 cu/yds. of material from the IWW and place the beach-compatible material south of the inlet on the down-drift beach. In early 2017, the USACE utilized Hurricane Matthew supplemental funding to hopper-dredge approximately 8,000 cu/yds. of a critical shoal that was impeding navigation. The USACE is scheduled to conduct a full dredging project in late 2017. Maintenance dredging of the IWW in this vicinity occurs approximately every three (3) years. This is one of the Districts highest frequency dredging areas.

#### -----

#### Waterways Economic Study

The Miami-Dade County Waterways Economic Study was completed in 2007 and updated in 2011. The study identified approximately 901 recreational waterway-related businesses in the county (please see attached map) employing 7,094 people, with salaries of \$294.3 million, a total economic impact of \$1.2 billion, which generated \$54 million in tax revenue. Property values were determined to be increased by \$4.1 billion by the presence of the IWW channel. There are currently approximately 56,000 registered vessels in the county. The past recession was estimated to have caused a reduction of \$1 billion in marine related economy, the loss of 5,835 jobs, and a decrease of \$42.5 million in tax revenue.

-----

#### Waterways Assistance Program

Since 1986, the District has provided \$58 million in Waterways Assistance Program funding to 210 projects in the County having a total constructed value of \$ 169 million. The County and nine cities have participated in the program. (Please see attached map and project listing).

Notable projects funded include: several Spoil Island Management Projects, the Marjorie Stoneman Douglas Biscayne Nature Center, Bicentennial Park Improvements, repair of County marinas following Hurricane Andrew, Haulover Marina reconstruction, and the South Pointe Pier project.

-----



#### MIAMI-DADE COUNTY PROJECT STUATUS UPDATE

MAY 2017

#### **Cooperative Assistance Program**

The District's Cooperative Assistance Program has providing funding assistance for the following projects with elements in Miami-Dade County: Blue Marlin Construction at Oleta River State Park; No-Name Harbor Boater's Access; Bill Baggs Shoreline and Fishing Platform Project; Florida Marina Patrol Office Building; Florida Marine Patrol Officer Funding; Miami River Dredging; and the Manatee Acoustic Study. The District's funding assistance for the Miami-Dade County portion of these projects was approximately \$4 million.

-----

#### **Interlocal Agreement Program**

The District's Interlocal Agreement Program (a sub-set of the WAP and CAP programs) has provided funding assistance for the following projects with elements in Miami-Dade County: Miami River Dredging; Clean Marina Program; Clean Vessel Act Program, and the Miami Circle Shoreline Rehabilitation Project. The District's funding assistance for the Miami-Dade County portion of these projects was approximately \$3.3 million.

-----

#### Waterway Clean Up Program

The District has consistently partnered since 1998 with Miami-Dade County in their annual Baynaza waterway cleanup event, providing up to \$10,000 per year.

-----

#### **Small-Scale Derelict Vessel Removal Program**

Miami-Dade County has previously participated in the Small-Scale Derelict Vessel Removal Program with \$138,250 contributed in District funding for approximately 48 vessels removed.

.....

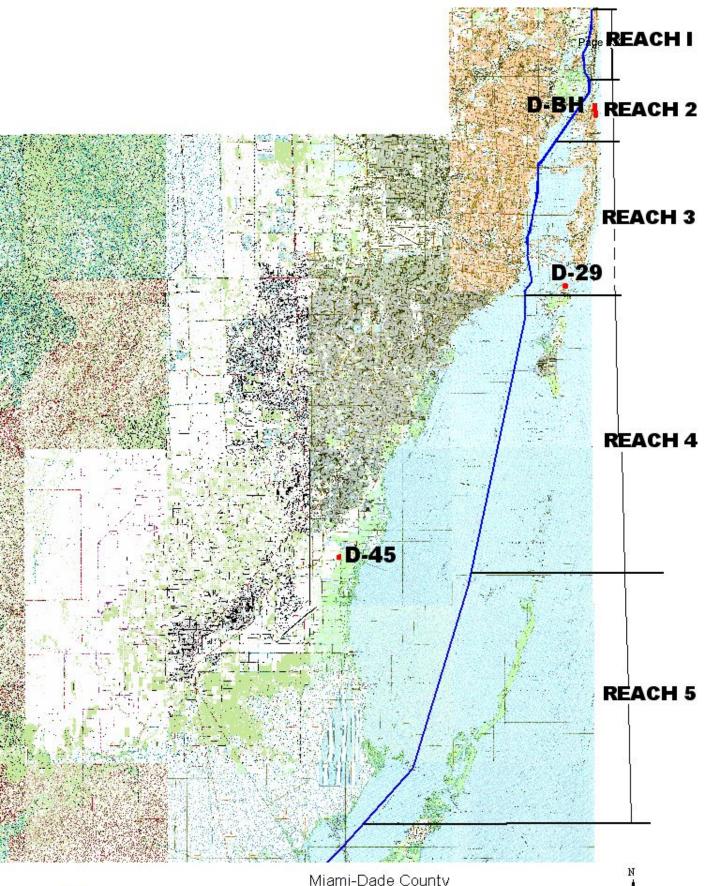
#### **Small-Scale Spoil Island Enhancement and Restoration Program**

To date, four (4) spoil island enhancement or restoration projects have been funded in Miami-Dade County, including: docks on Spoil Islands E & C and Pelican Island Signage.

-----

#### **Public Information Program**

The District currently prints and distributes the following brochures with specific information about Miami-Dade County Waterways: the Economic Impact of Miami-Dade County Waterways, Miami-Dade County Boating Safety and Manatee Protection Zone Brochure, Movable Bridge Guide, and the IWW Channel Conditions Brochure.





Miami-Dade County Intracoastal Waterway Dredged Material Management Plan





# ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



#### Purpose

To update economic benefits in Miami-Dade County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Miami-Dade County*, April 2007, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.

#### **Scenarios Evaluated**

- 1. Current Existing Conditions
- 2. Cessation of Waterways Maintenance
- 3. Increase in Waterways Maintenance
- 4. Estimated impact of the 2007-2009 U.S. economic recession

#### **ECONOMIC IMPACTS**

#### **Current Existing Impacts**

- \$1.209 billion in business volume
- \$294.3 million in personal income
- 7,094 jobs
- \$54.0 million in tax revenue

#### Impacts of Cessation of Waterways Maintenance

### Decrease of \$661.2 million in business

- volume
- Decrease of \$157.7 million in personal income
- Decrease of 3,818 jobs
   Decrease of \$28.2 million in tax revenue



# **MIAMI-DADE COU**

#### Impacts of an Increase in Waterways Maintenance

- Increase of \$152.8 million in business volume
- Increase of \$40.9 million in personal income
- Increase of 1,006 jobs
- Increase of \$7.1 million in tax revenue

## Impact of the 2007-2009 U.S. Economic Recession

- Decrease of \$976.2 million in business volume
- Decrease of \$242.0 million in personal income
- Decrease of 5,835 jobs
- Decrease of \$42.8 million in tax revenue

#### Economic Benefits as of April 2011



## 

#### The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

#### The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

#### Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in April 2007 in *An Economic Analysis of the District's Waterways in Miami-Dade County.* 

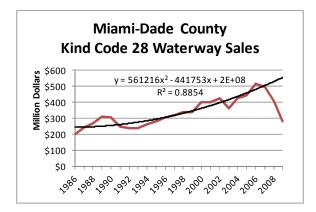
#### **Updating of Previously Estimated Benefits**

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

#### **Estimating the Impact of the Recession**

The impact of the recession was estimated by determining the trend in gross sales of boat dealers over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. The red line in the figure below illustrates reported actual gross sales of boat dealers and the black line illustrates the trend of those sales. From 2007 to 2009 gross boat dealer sales in Miami-Dade County decreased by 44 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by four percent.

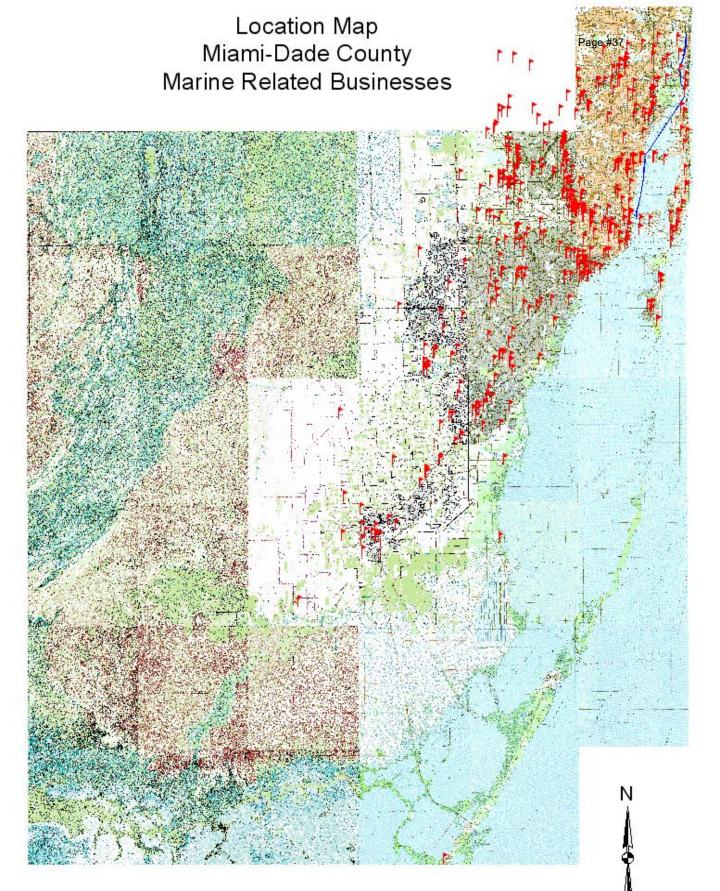


## Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$55.0 million
- Cessation of maintenance: \$32.4 million
- Increased maintenance: \$55.0 million
- Assuming no recession: \$72.8 million

#### Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 10 feet MLW
- Assuming no recession: 6.5 feet MLW





PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
Miami-Dade County	Pelican Island Dock Replacement	DA-16-210	\$123,000.00	\$246,000.00
Miami-Dade County	Matheson Marina Floating Dock Renovation, Park 2	DA-16-211	\$526,300.00	\$1,052,600.00
Miami-Dade County	Homestead Bayfront Marina Boat Ramp Piers, PH I	DA-16-209	\$75,000.00	\$150,000.00
Miami-Dade County	Crandon Marina Floating Dock Renovation, Part 2	DA-16-208	\$555,410.00	\$1,100,820.00
City of Miami Beach	North Beach Kayak Launch Dock	DA-MB-16-207	\$142,007.00	\$284,014.00
City of Miami Beach	Indian Creek Shoreline Improvements and Greenway	DA-MB-16-206	\$1,000,000.00	\$5,000,000.00
City of Miami	Virginia Key Boat Launch and Trailer Parking, PH I	DA-MI-16-205	\$60,500.00	\$121,000.00
City of Miami	Seybold Canal and Wagner Creek Dredging	DA-MI-16-204	\$1,200,000.00	\$2,400,000.00
City of Miami	Seawall and Baywalk at NE 22nd St and 22nd Terr., PH I	DA-MI-16-203	\$31,000.00	\$62,000.00
City of Miami	Morningside Floating Docks, PH I	DA-MI-16-202	\$16,500.00	\$33,000.00
City of Miami	Mooring Facility off Watson Island, PH I	DA-MI-16-201	\$75,000.00	\$150,000.00
City of Miami	Miami Woman's Club Baywalk, PH II	DA-MI-16-200	\$245,000.00	\$490,000.00
City of Miami	Miami Marine Stadium In-Water Structure Assessment, PH	DA-MI-16-199	\$250,000.00	\$500,000.00
City of Miami	Dinner Key Marina Mooring Facility, PH I	DA-MI-16-198	\$75,000.00	\$150,000.00
Village of Palmetto Bay	Thalatta Shoreline Stabilization and Pier, PH I	DA-PB-16-197	\$50,000.00	\$100,000.00
North Bay Village	North Bay Village Boardwalk, PH I	DA-NBV-16-196	\$100,000.00	\$200,000.00
City of Miami Beach	Maurice Gibb Memorial Park Dock & Launch - Phase I	DA-MB-15-195	\$75,000.00	\$150,000.00
North Bay Village	Baywalk Plaza - Phase IIA	DA-NBV-15-194	\$200,000.00	\$400,000.00
Miami-Dade County	Homestead Bayfront Marina Wet Slip Renovations	DA-15-193	\$205,000.00	\$410,000.00
Miami-Dade County	Crandon Floating Dock Renovations	DA-15-192	\$389,381.00	\$778,763.00
Miami-Dade County	Matheson Hammock Marina Boat Ramps	DA-15-191	\$283,059.00	\$566,118.00
Miami-Dade County	Matheson Hammock Marina Wetslip Renovations	DA-15-190	\$104,699.00	\$209,399.00
Miami-Dade County	Crandon Marina Boat Ramps	DA-15-189	\$215,266.00	\$430,531.00
City of Miami	Legion Park Seawall & Boat Ramp - Phase I	DA-MI-15-188	\$50,000.00	\$100,000.00
City of Miami	Bayside Wharf at Miamarina - Phase I	DA-MI-15-187	\$50,000.00	\$100,000.00
City of Miami	Alice Wainwright Park Seawall Baywalk Ph I	DA-MI-15-186	\$62,500.00	\$125,000.00
City of Miami	Dinner Key Marina Pumpout Upgrade	DA-MI-15-185	\$150,000.00	\$500,000.00
City of Miami	Morningside Park Seawall & Boat Launch - Phase I	DA-MI-15-184	\$25,000.00	\$50,000.00
City of Miami	Marine Stadium Baywalk - Phase II	DA-MI-15-183	\$500,000.00	\$1,000,000.00
City of Miami	Miamarina Upgrade of Electrical System	DA-MI-15-182	\$375,000.00	\$750,000.00
City of Miami	Derelict Vessel Removal - City of Miami	DA-MI-15-181	\$30,000.00	\$60,000.00
City of Miami	Spring Garden Park Seawall & Kayak - Phase I	DA-MI-15-180	\$75,000.00	\$150,000.00

PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
City of Miami	Baywalk Southside FEC Slip - Phase II	DA-MI-15-179	\$1,250,000.00	\$2,500,000.00
City of Miami	Seybold Canal & Wagner Creek Dredging - Phase E	DA-MI-15-178	\$700,000.00	\$1,400,000.00
City of Miami	Baywood Park Seawall - Phase I (Withdrawn)	DA-MI-15-177	\$25,000.00	\$50,000.00
City of Miami	Pallot Park Seawall, Baywalk & Kayak - Phase II	DA-MI-15-176	\$150,000.00	\$300,000.00
City of Miami	Miami Marina Park Wet Slips & Mooring - Phase I	DA-MI-15-175	\$50,000.00	\$100,000.00
Town of Surfside	Surfside Seawall Replacement - Part 2	DA-SU-15-174	\$346,250.00	\$692,500.00
Miami-Dade County	Matheson Marina Floating Dock Renovations	DA-14-173	\$239,259.00	\$478,518.00
Miami-Dade County	Pelican Marina Boat Ramp Renovation - Phase l	DA-14-172	\$60,000.00	\$167,000.00
Miami-Dade County	Pelican Island Day Dock Replacement - Phase I	DA-14-171	\$37,296.00	\$74,592.00
Miami-Dade County	Pelican Marina Wet Slips Frameworks Repl.	DA-14-170	\$256,470.00	\$512,940.00
Miami-Dade County	Black Point Marina Wetslips Frames Repl.	DA-14-169	\$349,170.00	\$698,340.00
City of Miami Beach	Indian Creek Park Seawall Construction	DA-MB-14-168	\$692,501.50	\$1,385,003.00
City of Miami Beach	Normandy Shores Park Seawall	DA-MB-14-167	\$225,478.00	\$450,956.00
City of Miami	Virginia Key Beach Park Education Signs	DA-MI-14-166	\$9,400.00	\$18,800.00
City of Miami	Virginia Key Beach Park Tiki Village	DA-MI-14-165	\$16,930.00	\$33,860.00
City of Miami	Baywalk Floating Dock Regatta Park - Phase I	DA-MI-14-164	\$20,000.00	\$40,000.00
City of Miami	Dinner Key Marina Dinghy Dock - Phase II	DA-MI-14-163	\$75,000.00	\$150,000.00
City of Miami	Seybold Canal & Wagner Creek Dredging - Phase D	DA-MI-14-162	\$1,000,000.00	\$2,000,000.00
Town Of Surfside	Surfside Seawall Replacement	DA-SU-13-149	\$494,445.00	\$988,890.00
Miami- Dade County	Miami River Greenway Sites 4 & 5	DA-13-161	\$500,000.00	\$1,024,025.00
Miami- Dade County	Matheson Hammock Marina Boat Ramp Renovations Phase I	DA-13-160	\$75,000.00	\$177,000.00
Miami- Dade County	Crandon Marina Boat Ramp Renovations - Phase I	DA-13-159	\$70,000.00	\$169,500.00
City Of North Miami	N. Bayshore William Lehman Park Fishing & Pier Restore	DA-NM-13-148	\$300,000.00	\$630,000.00
City Of Miami Beach	Parks Blueways Master Plan	DA-MB-13-158	\$40,000.00	\$80,000.00
City Of Miami Beach	Indian Creek Park Seawall - Phase I	DA-MB-13-157	\$160,000.00	\$320,000.00
City Of Miami	Manatee Bend Park Seawall & Floating Dock - Phase I I	DA-MI-13-156	\$325,000.00	\$650,000.00
City Of Miami	Lummus Landing Riverwalk And Dock	DA-MI-13-155	\$570,000.00	\$1,140,000.00
City Of Miami	Curtis Park Boat Ramp Repair & Reconstruction Phase II	DA-MI-13-154	\$190,050.00	\$380,100.00
City Of Miami	Virginia Key Nature Center Seawall&kayak Launch - Ph I	DA-MI-13-153	\$37,500.00	\$75,000.00
City Of Miami	Seybold Canal & Wagner Creek Dredging Phase C (Expired)	DA-MI-13-152	\$1,000,000.00	\$2,000,000.00
City Of Miami	Miami Women's Club Baywalk - Phase 2 (Withdrawn)	DA-MI-13-151	\$150,000.00	\$300,000.00
City Of Miami	Miami Marine Stadium In-water Asses. Ph I (Withdrawn)	DA-MI-13-150	\$157,900.00	\$315,800.00

PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
City Of North Bay Village	Vogel Park Improvements	DA-NBV-12-147	\$110,167.00	\$220,335.00
City Of North Bay Village	Baywalk Plaza Area - Phase I	DA-NBV-12-146	\$50,250.00	\$100,500.00
Miami- Dade County	Vizcaya Public Shoreline Stabilization N.E. Garden Area	DA-12-145	\$77,431.58	\$154,863.16
Miami- Dade County	Pelican Harbor Marina Improvements	DA-12-144	\$1,200,000.00	\$2,400,000.00
Miami- Dade County	Miami River Greenway Riverwalk	DA-12-143	\$500,000.00	\$1,134,297.00
City Of Miami Beach	South Pointe Pier Construction - Phase II	DA-MB-12-142	\$986,000.00	\$4,098,381.00
City Of Miami	Spoil Island E Floating Dock Restoration - Phase I I	DA-MI-12-141	\$57,500.00	\$115,000.00
City Of Miami	Seybold Canal & Wagner Creek Dredging-PH B (Expired)	DA-MI-12-140	\$700,000.00	\$1,400,000.00
City Of Miami	Pallot Park Shoreline Stab PH 1 (Withdrawn)	DA-MI-12-139	\$30,000.00	\$60,000.00
City Of Miami	Marine Stadium Marina Seawall Replacement - Phase I I	DA-MI-12-138	\$785,000.00	\$1,570,000.00
City Of Miami	Manatee Bend Park Seawall ImprovPH I (Withdrawn)	DA-MI-12-137	\$38,500.00	\$77,000.00
City Of Miami	Little River Waterfront Acq Phase B (Expired)	DA-MI-12-136	\$183,750.00	\$735,000.00
Bal Harbour Village	Sand Bypass-Bakers Haulover Inlet - PH I (Withdrawn)	DA-BH-12-135	\$50,000.00	\$400,000.00
Miami- Dade County	Vizcaya Public Shoreline Stabilization - Phase I	DA-11-134	\$41,000.00	\$84,500.00
Miami- Dade County	Miami Marine Stadium Park Shoreline Stabilization	DA-11-133	\$400,000.00	\$800,000.00
Miami- Dade County	Dinner Key Spoil Islands B & C Shoreline Stabilization	DA-11-132	\$300,000.00	\$600,000.00
City Of Miami Beach	Biscayne Bay 10th Street-end Park & Seawall	DA-MB-11-131	\$472,820.00	\$945,640.00
City Of Miami	Seybold Canal & Wagner Creek Dredging ( Expired)	DA-MI-11-130	\$1,000,000.00	\$22,000,000.00
City Of Miami	Marine Stadium Marina At Virginia Key - Ph I ( Expired)	DA-MI-11-129	\$800,000.00	\$1,600,000.00
City Of Miami	Little River Waterfront Park	DA-MI-11-128	\$117,500.00	\$470,000.00
City Of Miami	Kennedy Park Shoreline Stabilization & Restoration	DA-MI-11-127	\$75,000.00	\$150,000.00
City Of Miami	Kennedy Park Floating Dock Construction & Restoration	DA-MI-11-126	\$60,000.00	\$120,000.00
City Of Miami	Baywalk At Bicentennial Park	DA-MI-11-125	\$1,143,000.00	\$2,286,000.00
Town Of Golden Beach	The Strand Park Boat Dock	DA-GB-11-124	\$29,735.00	\$78,664.00
City Of North Bay Village	Paul Vogel Park Seawall & Dock Repl Ph I ( Expired)	DA-NBV-10-123	\$55,000.00	\$110,000.00
Miami- Dade County	Pelican Harbor Marina Elec., Water & Fire Systems- Ph I	DA-10-122	\$56,000.00	\$112,000.00
Miami- Dade County	Crandon Marina Seawall #2 Replacement	DA-10-121	\$1,342,932.00	\$2,685,865.00
City Of Miami	Spoil Island E Restoration & Floating Dock - Phase I	DA-MI-10-120	\$15,000.00	\$30,000.00
City Of Miami	Miami Women's Club Baywalk - Phase I (Expired)	DA-MI-10-119	\$46,500.00	\$93,000.00
City Of Miami	Miami Marine Stadium Restoration - Phase I ( Expired)	DA-MI-10-118	\$175,000.00	\$350,000.00
City Of Miami	Citywide Derelict Vessel Removal	DA-MI-10-117	\$20,000.00	\$45,000.00
Miami- Dade County	R. Hardy Matheson Preserve Shoreline Stabilization	DA-09-116	\$550,000.00	\$1,100,000.00

PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
Miami- Dade County	Fire Rescue Floating Dock & Boat Lift	DA-09-115	\$111,150.00	\$273,882.50
Miami- Dade County	Crandon Marina Seawall Restoration	DA-09-114	\$597,633.00	\$1,195,266.00
City Of Miami Beach	Pine Tree Park Shoreline Improvements	DA-MB-09-113	\$74,766.00	\$248,090.00
City Of Miami	Marine Stadium Marina Seawall Replacement - Phase I	DA-MI-09-112	\$17,500.00	\$35,000.00
City Of Miami	Kennedy Park Shoreline Stabilization - Phase I	DA-MI-09-111	\$40,000.00	\$80,000.00
City Of Miami	Kennedy Park Floating Dock - Phase I	DA-MI-09-110	\$17,500.00	\$35,000.00
City Of Miami	James L. Knight Center Riverwalk - Ph I I ( Withdrawn)	DA-MI-09-109	\$30,000.00	\$60,000.00
City Of Miami	Coconut Grove Public Piers - Phase I ( Withdrawn)	DA-MI-09-108	\$144,000.00	\$288,000.00
City Of Miami	Bicentennial Park Mooring Bollards Construction	DA-MI-09-107	\$513,255.00	\$1,026,510.00
Miami- Dade County	Pelican Harbor Marina Restrooms & Boater Amenities	DA-08-106	\$493,716.00	\$987,433.00
City Of Miami Beach	South Pointe Park Pier Renovation & Expansion - Phase I	DA-MB-08-105	\$323,075.00	\$969,230.00
City Of Miami	Miamarina Seawall Replacement - Phase I	DA-MI-08-104	\$40,000.00	\$80,000.00
City Of Miami	Bicentennial Park Mooring Bollards Design - Phase I	DA-MI-08-103	\$42,450.00	\$84,900.00
Miami- Dade County	Parcel B Public Shoreline Stabilization - Stage 2	DA-07-102	\$2,000,000.00	\$4,200,000.00
City Of Miami	Construction Of Sewell Park Kayak Launch - Phase I I	DA-MI-07-101	\$37,625.00	\$75,250.00
City Of Miami	Dinner Key Mooring Field Dredging - Phase I I	DA-MI-07-100	\$390,000.00	\$800,000.00
Miami- Dade County	Parcel B Public Shoreline Stabilization	DA-06-97	\$178,596.00	\$372,075.00
City Of Miami	Bicentennial Park Shoreline Stab Phase I I I - C	DA-MI-06-93	\$1,000,000.00	\$2,000,000.00
Miami- Dade County	Pelican Harbor Marina Boaters' Complex - Phase I I	DA-06-98	\$111,000.00	\$222,000.00
Miami- Dade County	Homestead Bayfront Marina Complex - Phase I (Expired)	DA-06-96	\$130,000.00	\$260,000.00
City Of North Miami Bea	City Of North Miami Beach Maule Lake Derelict Vessel Removal	DA-NMB-06-99	\$40,000.00	\$85,000.00
City Of Miami	Sewell Park Kayak Launch - Phase I	DA-MI-06-95	\$8,500.00	\$17,000.00
City Of Miami	Dinner Key Mooring Field Project - Phase I I	DA-MI-06-94	\$424,745.00	\$841,500.00
Miami- Dade County	Homestead Bayfront Channel Markers Relocation	DA-05-92	\$56,150.00	\$112,300.00
Miami- Dade County	Haulover Marina Dredging, Seawall, Dock & Wetslips	DA-05-91	\$1,135,000.00	\$4,882,000.00
City Of Miami	Seminole Public Dinghy Dock Replacement	DA-MI-05-90	\$28,350.00	\$62,700.00
City Of Miami	Dinner Key Spoil Island Enhancement	DA-MI-05-89	\$425,000.00	\$850,000.00
City Of Miami	Bicentennial Park Shoreline Stabilization - Phase I I I	DA-MI-05-88	\$1,000,000.00	\$2,000,000.00
Town Of Bay Harbor Island Waterfront Park	nd Waterfront Park	DA-BHI-05-87	\$92,000.00	\$184,000.00
City Of Miami	Bicentennial Park Shoreline Stabilization - Phase I I	DA-MI-04-83	\$419,670.00	\$2,398,000.00
City Of Miami Beach	Citywide Seawalls Project - Phase I I	DA-MB-04-85	\$293,562.00	\$636,626.00
City Of Miami	Derelict Vessel Removal	DA-MI-04-84	\$50,000.00	\$100,000.00

PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
Miami- Dade County	Haulover Marina Breakwater Completion	DA-04-86	\$1,134,243.00	\$4,112,392.00
Miami- Dade County	Spring Garden Point Park Shoreline Enhancement	DA-03-82	\$138,000.00	\$370,000.00
Miami- Dade County	Haulover Marina Dockmaster Complex- P H I ( Withdrawn)	DA-03-81	\$87,000.00	\$174,000.00
City Of Miami	Dinner Key Mooring & Anchorage Field Project - Phase I	DA-MI-03-79	\$32,500.00	\$100,000.00
City Of Miami	Bicentennial Park Shoreline Stabilization - Stage I	DA-MI-03-78	\$700,000.00	\$1,400,000.00
Miami- Dade County	Pelican Harbor Marina Mooring Field-ph I ( Withdrawn)	DA-02-77	\$25,000.00	\$50,000.00
Miami- Dade County	Pelican Harbor Fishing Pier Repl P H I ( Withdrawn)	DA-02-76	\$18,000.00	\$36,000.00
Miami- Dade County	Homestead Bayfront Marina Navigational Impr Phase I	DA-02-75	\$50,000.00	\$100,000.00
Miami- Dade County	Crandon Park Marina Dockmaster's Complex - Phase I	DA-02-74	\$75,000.00	\$150,000.00
Miami- Dade County	Black Point & Homestead Bayfront Marinas Piling Repl.	DA-02-73	\$125,000.00	\$250,000.00
Miami- Dade County	Miami River Dredging Project - Stage I I	DA-02-72	\$300,000.00	\$6,000,000.00
City Of Miami Beach	Citywide Seawalls - Phase I	DA-MB-02-71	\$135,000.00	\$270,720.00
City Of Miami	Int. Watersports Center - Public Baywalk Overlook	DA-MI-02-70	\$200,371.00	\$486,500.00
Miami- Dade County	Spoil Island #3 Enhancement Project	DA-01-68	\$105,000.00	\$210,000.00
Miami- Dade County	Haulover Park Marina Renovations	DA-01-67	\$1,400,000.00	\$2,800,000.00
Miami- Dade County	Crandon Park Marina Pier Renovations - Phase I l	DA-01-66	\$403,129.00	\$878,271.00
City Of Miami	Legion Park Waterfront Enhancement Project	DA-MI-01-65	\$90,000.00	\$180,000.00
Indian Creek Village	Marine Patrol Vessel	DA-ICV-01-64	\$18,880.00	\$37,760.00
City Of North Bay Village	Marine Patrol Boat	DA-NBV-00-63	\$50,406.00	\$67,208.00
Miami - Dade County	Flagler Memorial Island Enhancements - Phase I I	DA-00-61	\$42,500.00	\$102,500.00
City Of Miami	Derelict Vessel Removal	DA-MI-00-60	\$34,137.00	\$68,275.00
City Of Miami	Watson Island Boat Ramp Replacement	DA-MI-00-59	\$150,000.00	\$300,000.00
Sunny Isles Beach Police E	Sunny Isles Beach Police D Boating Safety & Environmental Education Program	DA-SI-99-58	\$45,603.06	\$60,804.08
City Of Miami	Kenneth Myers Park/ Seminole Boat Ramp	DA-MI-99-57	\$180,000.00	\$488,333.00
City Of Miami	Margaret Pace Park Public Waterfront Enhancement	DA-MI-99-56	\$196,085.00	\$392,170.00
City Of North Miami	William Lehman Park Fishing & Viewing Piers - Phase I I	DA-NM-99-55	\$33,475.00	\$66,950.00
Miami - Dade County	Spoil Islands #9 & #10 Enhancements	DA-99-54	\$135,000.00	\$316,265.00
Miami - Dade County	Haulover Marina Boat Ramp Renovations	DA-99-53	\$183,750.00	\$367,500.00
Miami - Dade County	Haulover Marina Expansion Designs	DA-99-52	\$148,250.00	\$296,500.00
City Of Miami	Watson Island Boat Ramp Repairs	DA-MI-98-51	\$142,000.00	\$357,687.00
City Of North Miami	William Lehman Park Fishing & Viewing Piers - Phase I	DA-NM-98-50	\$15,734.00	\$31,469.00
Miami - Dade County	Biscayne Bay Spoil Island #6 Enhancements	DA-98-49	\$112,500.00	\$225,000.00

PROJECTS SPONSOR	PROJECT NAME	PROJECT NUMBER	FIND GRANT AMOUNT	TOTAL PROJECT COST
Miami - Dade County	Haulover Park Marina Renovations ( Project Expired)	DA-98-48	\$1,400,000.00	\$2,800,000.00
City Of Miami Dept. Of Pa	City Of Miami Dept. Of Par Peacock Park Shoreline Educational Enhancement	DA-MI-97-47	\$100,000.00	\$200,000.00
Miami - Dade County	Biscayne Bay Spoil Island #1 Enhancement	DA-97-46	\$115,000.00	\$230,000.00
Miami - Dade County Par	Miami - Dade County Park Crandon Park Marina Pier Renovation - Phase I I	DA-97-45	\$920,000.00	\$1,840,000.00
Miami - Dade County Par	Miami - Dade County Park M.S.D. Biscayne Nature Center	DA-96-43	\$800,000.00	\$3,530,000.00
Miami - Dade County	Manatee Halfway House ( Project Expired)	DA-96-42	\$25,000.00	\$100,000.00
Miami - Dade County	Homestead Bayfront Park Shoreline Stabilization	DA-96-41	\$50,000.00	\$100,000.00
Miami - Dade County	Biscayne Bay Spoil Island (#14) Enhancement Project	DA-96-40	\$105,000.00	\$210,000.00
City Of Miami	Baywood Park Shoreline Enhancement Project	DA-MI-95-39	\$75,590.00	\$199,971.72
Miami - Dade County	Biscayne Bay Restoration	DA-87-4	\$160,310.00	\$500,000.00
Miami - Dade County	Biscayne Bay Restoration	DA-88-7	\$75,000.00	\$222,500.00
Miami - Dade County D.E	Miami - Dade County D.E.F Biscayne Bay Restoration & Enhancement Project	DA-89-11	\$98,000.00	\$216,300.00
Miami - Dade County	Biscayne Bay Spoil Island #2 Enhancement Project	DA-95-37	\$180,262.00	\$360,525.00
Miami - Dade County	Cape Florida Shoreline Stabilization	DA-93-30	\$340,000.00	\$739,700.98
Miami - Dade County	Crandon Marina Boat Ramp Renovation	DA-95-35	\$174,400.00	\$348,800.00
Miami - Dade County Par	Miami - Dade County Park Crandon Park Marina Renovations	DA-94-31	\$900,000.00	\$1,800,000.00
Miami - Dade County	Crandon Park Marina Renovations I I	DA-95-36	\$300,000.00	\$600,000.00
Miami - Dade County	Deering Environmental Education Facilities	DA-91-19	\$650,000.00	\$4,400,000.00
Miami - Dade County	Derelict Vessel Removal Project	DA-95-38	\$102,577.00	\$205,155.00
Miami - Dade County	Flagler Memorial Island Enhancement	DA-93-27	\$175,000.00	\$300,800.52
Miami - Dade County	Haulover Boat Ramp Fish Cleaning Station ( Withdrawn)	DA-00-62	\$20,000.00	\$40,000.00
Miami - Dade County	Haulover Inlet Spoil Island Enhancement Project	DA-91-18	\$200,000.00	\$714,448.00
Miami - Dade County	Haulover Park Marina Renovation Designs	DA-95-33	\$60,000.00	\$120,000.00
Miami - Dade County Par	Miami - Dade County Park Hurricane Andrew Marina Improvement - Phase I	DA-92-26	\$463,670.00	\$463,670.00
Miami - Dade County Par	Miami - Dade County Park Hurricane Andrew Marina Improvement - Phase I I	DA-93-28	\$850,000.00	\$1,800,000.00
Miami - Dade County	Hurricane Preparedness Manual For Vessels	DA-91-16	\$35,000.00	\$70,000.00
Bal Harbour Village	Jetty and Groin Repairs	DA-BH-2	\$200,000.00	\$400,000.00
City of North Miami Beac	City of North Miami Beach Law Enforcement/Rescue Boat & Equipment	DA-NMB-91-21	\$25,000.00	\$62,455.00
City Of Miami Beach Polic	City Of Miami Beach Police Marine Law Enforcement & Safety Project	DA-MB-93-29	\$35,000.00	\$35,000.00
Miami - Dade County Par	Miami - Dade County Park: Marjory Stoneman Douglas Biscayne Nature Center Designs	DA-92-25	\$187,500.00	\$375,000.00
Miami - Dade County	Matheson Hammock Marina Boat Ramp Renovation	DA-95-34	\$116,200.00	\$232,400.00
City of Miami Beach	Miami Beach Marina Shoreline Stabilization	DA-MB-92-22	\$200,000.00	\$454,675.00

			FIND GRANT	TOTAL PROJECT
<b>PROJECTS SPONSOR</b>	PROJECT NAME	<b>PROJECT NUMBER</b>	AMOUNT	COST
City Of Miami	Morningside Seawall Improvements	DA-MI-96-44	\$34,250.00	\$68,500.00
City Of North Bay Village	Navigational Buoys (Expired)	DA-NBV-01-69	\$6,250.00	\$15,000.00
Miami - Dade County D.E.	Miami - Dade County D.E.F North Miami Spoil Island Enhancement Project	DA-92-23	\$196,030.00	\$412,060.00
Miami - Dade County	Pelican Harbor Marina	DA-1	\$400,000.00	\$4,075,000.00
Miami - Dade County	Pelican Harbor Marina	DA-87-3	\$750,000.00	\$3,300,000.00
Miami - Dade County	Pelican Harbor Marina	DA-89-10	\$500,000.00	\$4,975,000.00
Miami - Dade County Park	Miami - Dade County Park: Pelican Harbor Marina Facilities	DA-92-24	\$500,000.00	\$740,000.00
Miami - Dade County	Pelican Harbor Spoil Island	DA-90-15	\$320,000.00	\$640,000.00
Bal Harbour Village	Public Works Compound Seawall	DA-BH-88-6	\$29,265.00	\$58,530.00
Miami - Dade County	Restoration of Dredge Areas	DA-90-13	\$97,755.00	\$195,570.00
Miami - Dade County	Restoration of Dredged Areas	DA-91-17	\$180,000.00	\$365,950.00
City Of Miami Beach	Shoreline Stab. Of Monument Island - Ph. I (Withdrawn)	DA-MB-03-80	\$50,000.00	\$100,000.00
Miami - Dade County	Spoil Island Enhancement	DA-87-5	\$86,000.00	\$300,000.00
Miami - Dade County	Spoil Island Enhancement	DA-90-14	\$40,000.00	\$80,000.00
Miami - Dade County	Spoil Island Restoration	DA-89-12	\$96,875.00	\$193,750.00
Miami - Dade County	Venetian Causeway Design	DA-88-9	\$250,000.00	\$500,000.00
Miami - Dade County	Venetian Causeway Repairs	DA-88-8	\$157,500.00	\$315,000.00
Miami - Dade County	Venetian Causeway Shoreline Stabilization Project	DA-94-32	\$101,200.00	\$240,311.72
City of North Miami Beach	City of North Miami Beach Waterway Signage Video Program	DA-NMB-91-20	\$16,000.00	\$45,300.00

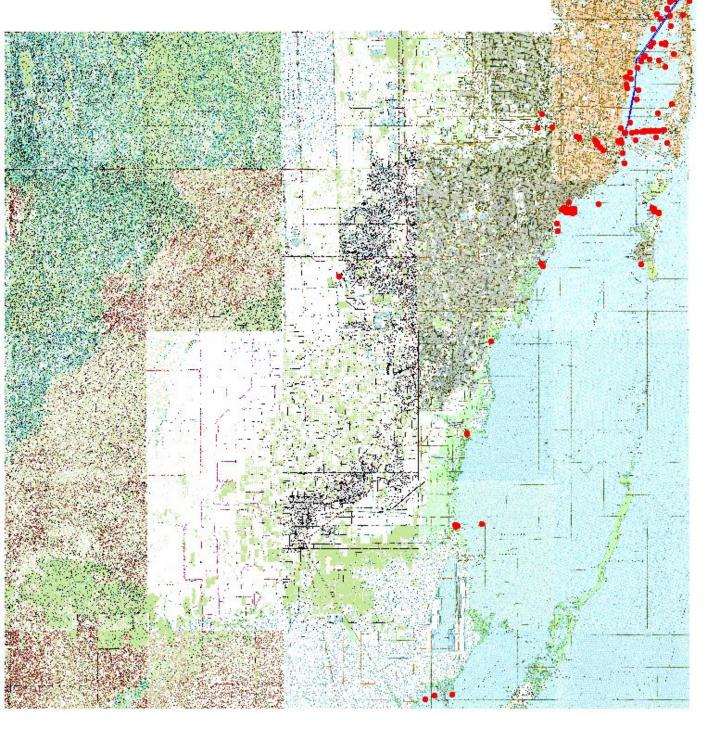
\$58,076,797.14 \$169,747,553.68

**TOTALS:** 

# LOCATION MAP

Page #45

Miami-Dade County Waterways Assistance Program Projects







IWW STATUS UPDATE FIND Board of Commissioners Meeting April 21, 2017



#### WORK ACTIVITIES IN FY 17:

- 1. IWW: Sawpit (Nassau County)
- 2. IWW: St. Augustine and Matanzas (St. Johns County)
- 3. IWW: Volusia County
- 4. DMMA O-7 (Martin County)
- 5. DMMA O-23 (Martin County)
- 6. OWW/IWW: Crossroads (Martin County)
- 7. IWW: Broward Reach 1 (Broward County)
- 8. IWW: Bakers Haulover (Miami Dade County)



US Army Corps of Engineers ® Jacksonville District

# **IWW STATUS UPDATE FIND Board of Commissioners Meeting** April 21, 2017



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects) DMMA = Dredge Material Management Area

## 1. WORK ACTIVITY: IWW Sawpit (Nassau County)

The project team will kick off plans and specs in summer of 2017 to anticipate receiving funding in FY 2018, either from Federal allocation or through FIND.

## CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Following is a status update from 2013: The AIWW Sawpit Reach 3 project consists of maintenance dredging of approximately 591,000 cubic yards (cy) of material from the AIWW channel and settling basins in Cuts 24-26A, 27, 27A, 27C; and adjoining advance maintenance areas in the waters of Sawpit Creek, the Amelia River, and Nassau Sound. The majority of the excavated material, 578,000 CY, will be placed in the Amelia Island State Park beach disposal site. The pumping distance between dredging areas and beach placement ranges from 4.0 miles to 1.5 miles. The material from Cut-27, totaling 13,000 CY is not beach compatible and will be placed upland in DMMA DU-2. DMMA DU-2 lies adjacent to Cut-26A and Cut-27.

## SCHEDULE:

•

**Determine Funding Strategy** • Complete P&S/Permitting

September 2017 March 2018 May 2018

# FIND WORK ORDER: TBD

Award Contract

NAME OF CONTRACTOR: N/A

STATUS: Surveys will be requested in June/July 2017.



# IWW STATUS UPDATE FIND Board of Commissioners Meeting April 21, 2017



## 2. WORK ACTIVITY: IWW St. Augustine / Matanzas (St. Johns County)

#### CONTRACT AMOUNT: \$8,896,500

DESCRIPTION OF WORK: Completion of construction for O&M dredging in the St. Augustine and Matanzas reaches of the IWW located in St. Johns County.

#### SCHEDULE:

Contract Award
Notice to Proceed
Commence Work
March 2017

#### FIND WORK ORDER:

- 44-2017-01 (\$19,000) Update: Combined with 45-2017-02 and was awarded for \$24,000
- 45-2017-02 (\$100,000) Update: Combined with 44-2017-01 and was awarded for \$24,000
- 46-2017-03 (\$300,000) Update: Modification awarded for \$82,000
- Change order: TBD

#### NAME OF CONTRACTOR: Weeks Marine

#### STATUS:

Contract was advertised on 28 July 2016 and awarded to Weeks Marine on 30 Sept 2016. NTP was issued on 2 November 2016 and construction completed on 1 May 2017. Contract closeout is underway.

St. Augustine: Dredging started on 13 April and completed on 1 May with approximately 125,000 CY placed on a 4000 ft. section Vilano Beach that was damaged from Hurricane Matthew.

Matanzas: Dredging started on 7 February and completed on 1 April with approximately 450,000 CY dredged placed on Summerhaven Beach.



# IWW STATUS UPDATE FIND Board of Commissioners Meeting April 21, 2017



# 2. WORK ACTIVITY: IWW Volusia County

## CONTRACT AMOUNT: \$5,500,000

DESCRIPTION OF WORK: The Corps received \$5,500,000 in supplemental Federal funding to complete dredging of the IWW in Volusia County. The project proposes (through Corps process) to consolidate the contract with Ponce Inlet construction.

#### SCHEDULE:

- Advertise Contract 18 October 2017
- Award Contract 14 December 0217

FIND WORK ORDER: none

## NAME OF CONTRACTOR: TBD

## STATUS:

Hydrographic surveys are underway. Geotech investigations will start in the next month. The Corps is exploring combining the project with Ponce Inlet dredging to save on mobilization. FIND to decide if the contract will include offloading of Rattlesnake Island DMMA. The most recent permit allows for upland and nearshore disposal only.





3. WORK ACTIVITY: DMMA O-7 (Martin County)

CONTRACT AMOUNT: \$4,357,044

DESCRIPTION OF WORK: Complete construction for DMMA O-7.

SCHEDULE O-7:

•	Contract Award:	22 Nov 2016
٠	Required Construction Complete	14 July 2018

FIND WORK ORDER: Funding for completion of P&S was funded with 100% Federal funding and construction is funded by FIND. A work order for construction funds was presented and approved at the March 2016 FIND Board.

NAME OF CONTRACTOR: Cody Construction

STATUS: The contract for construction of DMMA O-7 was awarded on 22 November 2016 for \$4,357,044 with a required construction completion date of 14 July 2018.





## 4. WORK ACTIVITY: DMMA O-23 (Martin County)

## CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of Plans and Specifications for the construction of DMMA O-23 which is located in Martin County, Florida.

## SCHEDULE: (Tentative)

•	Initiate P&S	31Jan 2017
•	Complete NEPA	27 Oct 2017
٠	Complete P&S with all reviews	18 Dec 2017
٠	Advertise Contract	10 Jan 2018
٠	Receive Bids	12 Feb 2018
•	Contract Award:	15 Mar 2018

FIND WORK ORDER: P&S will be funded 100% with Federal funding. Construction of DMMA O-23 will be with FIND Contributed Funds.

## NAME OF CONTRACTOR: TBD

STATUS: O-23 will utilize the same weir system as O-7. There is a federally listed plant, reindeer lichen, which grows in scrub areas which is present on the site. A site visit between Corps and FIND concluded that lichen can likely be relocated before construction. Survey field work complete Anticipate a work order being presented in a future FIND for construction funding.





5. WORK ACTIVITY: IWW Crossroads (Martin County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Staff has identified a small problematic shoal within IWW/OWW Crossroads.

FIND WORK ORDER: 47-2017-04

NAME OF CONTRACTOR: Corps Dredge—Currituck

STATUS: The Corps received over \$1.2M in supplemental funding because of Hurricane Matthew for OWW Crossroads. The Currituck started dredging on 1 March and completed on 22 March with a total of 34,000 CY through Cut C-1 in OWW and M-4 and M-5 of IWW with disposal in the St. Lucie Inlet Impoundment Basin. FIND request to dredge the wideners in the area (approx. 9,100 CY) with non-Federal fund with an estimated cost of \$160,000. The FDEP permit for the wideners have been received and the Department of Army Permit is near completion. The widener was designed by Taylor Engineering. The Corps is pursuing approval from the South Atlantic Division for when the dredge will return in September





6. WORK ACTIVITY: IWW Broward Reach 1 (Broward County)

## CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: A hydro survey was performed by Morgan and Ecklund and provided to the Corps on 26 June 2014. There is approximately 50k cy of material located within the federal channel down to 10' and 80k cy down to 10'+2'. Even at 80k cy, given the small quantity, the most cost effective way to pursue the dredging would be utilization of a Corps of Engineers dredge, either the Currituck or Murden, and dispose of in the nearshore.

**SCHEDULE Broward Reach 1:** 

- Complete Environmental Assessment (incl public reviews) January 2018 Obtain Water Quality Certification January 2018 • • Obtain updated Survey
- Provide Dredge Orders to SAW •

November 2017 April 2018

FIND WORK ORDER: Current path forward is to proceed with dredging with a Corps hopper dredge unless it is determined that the quantity is large enough to justify a standard procurement. Anticipate a work order being presented to the FIND Board in winter 2018 for dredging funding.

## NAME OF CONTRACTOR: TBD

STATUS: Based on preliminary discussions with the Hillsboro Inlet Chairman, Mr. Jack Holland, it has been suggested that we consider an alternative that requires us dredging material from the IWW and placing in within the existing Hillsboro Inlet Settling Basin. This would alleviate the need to obtain NEPA on a new nearshore placement area. The Hillsboro Inlet dredge would then move the material to the dry beach south of the Inlet. In order to do this we would need to modify Broward County's permit (JCP 0229394-001-JC) or obtain a new standalone permit. NEPA would also need to be addressed since IWW material has never been placed in this disposal location. Staff and the Corps plan to meet with Mr. Holland.





7. WORK ACTIVITY: IWW Bakers Haulover (Miami Dade County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Bakers Haulover continues to be one of the highest frequency dredging needs within the IWW.

FIND WORK ORDER:

NAME OF CONTRACTOR: Corps Dredge—Currituck (partial); other acquisition under review

STATUS: The Corps utilized \$300,000 in Hurricane Matthew Supplemental funding to remove an 8,100 CY shoal at Bakers Haulover in March 2017. Disposal will be in the extreme nearshore at Bal Harbor Beach. A future project will be scheduled for September 2017 to remove an additional 25,000-45,000 CY. The team is completing market research to determine if competition exists for industry (Small Business) to complete the project. If no interest, the Corps dredge can complete. If a contract is utilized, it must be awarded in September 2017. All permits valid.

			DA FIE NUILJENU FIE I JIAUS	
CAP	SJRWMD	Eau Gallie Dredging Phase 2C Eau Gallie to IWW	2015-00957	areas; permit issued
Nassau	City of Fernandina	Southern Basin Dock Realignment Phase IA		date; have had pre-
Nassau	City of Fernandina	Mooring Field Capacity Increase Phase II	1997-02063	resource issues
Nassau	City of Fernandina	Marina Basin Maintenance Dredging Phase II	1997-02063	until 5-Mar-22
Duval	City of Jacksonville	Bert Maxwell Boat Ramp Dock		date
Duval	City of Jacksonville	Joe Carlucci Dock Phase II		SPGP issued
St Johns St	St Johns County	Public Safety Docking Facility		date
Flagler F	Flagler County	Bings Landing South Seawall		date
Volusia	City of Daytona Beach	Riverfront Park Day Docks Phase II		Issued
Volusia	City of Edgewater	George Kennedy Park Boat Ramp Replacement*		date
Volusia	City of New Smyrna Beach	Swoope Boat Ramp Parking Phase II		date
Volusia	City of Ormond Beach	Cassen Park Public Dock Phase II		In process
Volusia	City of Port Orange	Causeway Park Fishing Pier		In process
Volusia	City of Port Orange	Causeway Park Boat Dock		date
Volusia	Volusia County	Lemon Bluff Park	2010-03015	17 - no orm update
Brevard	City of Cocoa	Lee Wenner Park T-Dock and Day Slips		date
Indian River	City of Vero Beach	Fishing Pier at Riverside Park Phase II	2016-00890 2016-18	2016-00890 2016-1800 stage of review Apr-17
Indian River	Indian River County	Oyster Bar Marsh Trail	2011-02438	17
St Lucie	St Lucie County	Fisherman's Wharf Bulkhead and Boat Ramp Phase II	1990-30058	date
Martin	City of Stuart	Shepard Park Improvements Phase 3	2011-01806	17; ESA pending 24-
Palm Beach (	City of Belle Glade	Pavillion Lake Piers and Dock		date
Broward	City of Fort Lauderdale	George English Park Boat Ramp	1998-02639	pilot letter 20-Apr-17
Broward	City of Fort Lauderdale	Sweeting Park Dock		date
Broward	City of Fort Lauderdale	Bahia Mar Yachting Center Dredging Phase II	2001-06959	15; pending ESA/EFH
Miami Dade	City of Miami	Spring Garden Park Seawall and Kayak Launch		date
Miami Dade	City of Miami Beach	Indian Beach Park Shoreline Project ???		date
Miami Dade	City of Miami Beach	Indian Creek Shoreline Stabilization and Greenway Phase IIB	2016-01733 2016-18	2016-1823 pending PRD
Miami Dade 0	City of Miami Beach	Maurice Gibb Public Shoreline Stabilization	2017-00781	issued as SAJ-42

# CERTIFIED MAIL - RETURN RECEIPT REQUESTED



DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT CORPS OF ENGINEERS 10117 PRINCESS PALM AVENUE, SUITE 120 TAMPA, FL 33610

May 2, 2017

Regulatory Division Enforcement Section SAJ-1993-41787 Modification #2

Mr. John Andrews, City Engineer City of Fort Pierce P.O. Box 1480 Fort Pierce, FL 34950 jandrews@city-ftpierce.com

Dear Mr. Andrews:

Reference is made to the Department of Army permit SAJ-1993-41787 issued on January 12, 2011, and subsequently modified on April 23, 2012. The permit authorized the construction of a storm protection island, replacement of the southern marina, and replacement/reconfiguration of the northern marina. The project is located at the Fort Pierce City Marina, 1 Avenue A in the City of Fort Pierce, St. Lucie County, Florida, in Section 10 of Township 35 South and Range 40 East (Latitude 27.450 N; Longitude 80.322 W).

The U.S. Army Corp of Engineers (Corps) is in the process of conducting a comprehensive compliance review of the permit. Review of the Year 1 and 2 bathymetric surveys show distinct shoaling and scouring with potential impacts on the Intracoastal Waterway and adjacent seagrass beds. The Corps looks forward to a review of a full set of bathymetric and seagrass surveys conducted to date, once this information is provided. Please be advised that remedial measures will be required for any adverse impacts affecting the Intracoastal Waterway (Special Condition No. 13) and/or adjacent seagrass beds (Special Condition No. 17). The Corps will soon be coordinating a meeting with the Florida Inland Navigation District to discuss this issue.

Given the information outlined above, the Corps finds it necessary to extend the monitoring area southward an additional 1,000 feet. The Corps hereby modifies the permit to fully replace Special Condition No. 14 with the following:

14. **Annual Bathymetric Surveys**: The Permittee shall conduct preconstruction, time-zero, and annual bathymetric cross channel surveys within the Intracoastal Waterway channel. The Pre-construction survey will be done within 45 days prior to project commencement, and the time zero survey will be done within 45 days following project completion. The annual survey monitoring of the channel will occur one year after the time zero survey has been completed. The survey will be completed in accordance with the following:

The number and length of the survey transects shall be sufficient to encompass the navigable width of the federal IWW channel. The cross channel transect interval shall be at a minimum of every 400-feet. The northernmost (channel perpendicular) cross channel transect will begin within 100 feet of the Peter P. Cobb Memorial Bridge, or South Causeway Bridge southern fender system, and will proceed southward for 4,200 feet. The time zero survey results of the channel will include an illustration showing the pre-construction survey results, and provide conclusions and quantification of the presence (+/- 0.5 feet) of increased sediment volume within the channel. The cross channel survey shall be done annually for 5 vears after construction. The requirement for additional monitoring after five years will be evaluated by the Corps once the fifth annual survey data is submitted and reviewed. The survey results will be compared to Survey Number 08-095, cuts SL-3S, SL-4, and SL-5 dated 8 May 2008 (or most current survey data) as performed by the Corps of Engineers. Found at the following link:

http://www.saj.usace.army.mil/Portals/44/docs/Navigation/hydro\_surveys/ 08-095.pdf.

b. Vertical accuracy of the survey shall be +/-0.5 feet. Horizontal location of the survey lines and depth sounding points will be determined by an automated positioning system utilizing either microwave line of site system or differential global positioning system. The vertical datum shall be mean lower low water and the horizontal datum shall use Florida State Plane or latitude and longitude coordinates (North American Datum 1983). State Plane coordinates shall be reported to the nearest 0.10 foot and latitude and longitude coordinates shall be reported as decimal degrees to 6 -3-

Changes in staffing also necessitate the replacement of Special Condition No. 1. This condition requires that you send all reports, documentation, and correspondence required by the conditions of the permit to our Palm Beach Gardens regulatory office. The Corps hereby modifies the permit to fully replace Special Condition No. 1 with the following:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to <u>CESAJ-ComplyDocs@usace.army.mil</u>. The Permittee shall reference this permit number, SAJ-1993-41787, on all submittals.

Finally, to allow for our comprehensive compliance review, we request that you provide the following items as required by the permit:

1. As-builts drawings and certification form (Special Condition No. 7).

2. Copy of the recorded Notice of Permit (Special Condition No. 8).

3. Comparison of the bathymetric survey results to Survey Number 08-095, cuts SL-3S, SL-4, and SL-5 dated 8 May 2008 (or most current survey data) as performed by the Corps of Engineers (Special Condition No. 14). Survey data can be found at http://www.saj.usace.army.mil/Portals/44/docs/Navigation/hydro\_surveys/08-095.pdf.

4. Proof of submittal of as-built plans to the Nautical Data Branch of NOAA (Special Condition No. 15).

5. Full set of reports generated to date under the Island Performance Plan (Special Condition No. 17).

6. Full set of reports generated to date under the Habitat Monitoring Plan Special Condition Nos. 17 and 23).

7. Full set of pre-construction, time-zero, and annual seagrass monitoring reports generated to date (Special Condition No. 17).

8. Current status of 5.13 acres of seagrass beds that were avoided by the project (Special Condition No. 22).

-4-

- 9. Full set of mitigation monitoring reports (Special Condition Nos. 25 and 26).
- 10. Status of required signage to protect mitigation sites (Special Condition No. 31).
- 11. Status of manatee educational signage (Special Condition No. 34).

All other special conditions of the permit remain in full force in effect.

Please provide the information requested above no later than May 24, 2017. For submittal of files exceeding 10MB, we recommend that you use our web application at https://safe.amrdec.army.mil/safe/. If you have any questions concerning this permit modification, please contact Tracy Hurst at the letterhead address, by telephone at 813-769-7063 or by electronic mail at Tracy.E.Hurst@usace.army.mil.

Sincerely,

Shelley F. Trulock Acting Chief, Enforcement Section

CC:

Ms. Georgia Vince, TetraTech (georgia.vince@tetratech.com)

#### Review of the FIND Waterway Assistance Program 80% Allocation Cap

The Waterway Assistance Program is a grant program established by the Florida Legislature and the District for the purpose of financially cooperating with local governments to alleviate problems associated with the Intracoastal Waterway and associated waterways within the District. The program is authorized by Section 374.976, Florida Statutes, and is administered under the provisions of Chapter 66B-2, Florida Administrative Code.

The Florida Inland Navigation District Board is authorized by the Florida Legislature to annually assess and levy against the taxable property in the district a tax not to exceed one-tenth mill on the dollar for each year. These funds are used to undertake programs intended to alleviate problems associated with Florida's Intracoastal Waterway.

## Florida Statute 374.976 Authority to address impacts of waterway development projects.-

(1) Each inland navigation district is empowered and authorized to undertake programs intended to alleviate the problems associated with its waterway or waterways, including, but not limited to, the following:

(a) The district may act as a local interest sponsor for any project designated as a "Section 107, River and Harbor Act of 1960" project authorized and undertaken by the U.S. Army Corps of Engineers and, in this regard, may comply with any or all conditions imposed on local interests as part of such project.

(b) It is the intent of the Legislature that the district may sponsor or furnish assistance and support to member counties and local governments within the district in planning and carrying out beach renourishment and inlet management projects. Such assistance and support, if financial in nature, shall be contributed only after a finding by the board that inlet management projects are a benefit to public navigation in the district and that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Such projects will be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to s. 161.161. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(c) The district is authorized to aid and cooperate with the Federal Government; state; member counties; nonmember counties that contain any part of the intracoastal waterway within their boundaries; navigation districts; the seaports of Jacksonville, Port Canaveral, Fort Pierce, Palm Beach, Port Everglades, Miami, Port Manatee, St. Petersburg, Tampa, Port St. Joe, Panama City, Pensacola, Key West, and Fernandina; and local governments within the district in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects, directly related to the waterways. The district is also authorized to enter into cooperative agreements with the United States Army Corps of Engineers, state, and member counties, and to covenant in any such cooperative agreement to pay part of the costs of acquisition, planning, development, construction, reconstruction, extension, improvement, operation, and maintenance of such projects.

(d) The district is authorized to enter into cooperative agreements with navigation-related districts to pay part of the costs of acquisition of spoil disposal sites.

(e) The district is authorized to enter into ecosystem management agreements with the Department of Environmental Protection pursuant to s. 403.075.

(2) A district that sponsors a program pursuant to this section shall adopt rules to govern the program, pursuant to chapter 120. At a minimum, such rules shall prohibit the encumbrance of funds for a project beyond 3 years following approval of the project and, except for funds provided to enhance public navigation, law enforcement on the waterways, or environmental education projects within its district, shall prohibit financial support unless matching funds are provided by the recipient of such financial support. The district may waive such rules for a project approved in a county that is recovering from a state of emergency declared under chapter 252.

(3) Except as provided in subsection (2), all financial assistance and support furnished by the Florida Inland Navigation District and the West Coast Inland Navigation District to member counties and local governments within the districts shall require matching funds. Such matching funds shall be clearly identified and enumerated as to amount and source. Such financial assistance and support, except as provided pursuant to paragraph (1)(a) and except for a project approved in a county that is recovering from a state of emergency declared under chapter 252, shall not exceed the proportional share of ad valorem tax collections from each county.

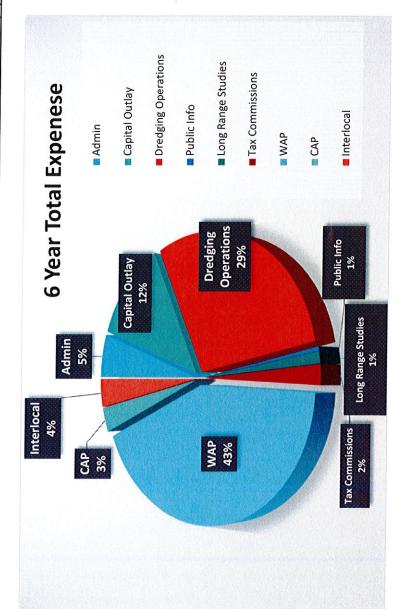
#### WAP Grant Rule 66B-2.005 Funds Allocation

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, <u>financial assistance to eligible government agencies shall not exceed an amount</u> equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

	ž	1
	ũ	5
	c	
	₫	)
	2	Ļ
ı	ž	1
	-	
	2	2
8	U	
	₫	

i								
Ч		2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Total 6 Vears
Ad Valorem Taxes	m Taxes	\$21,139,456	\$20,304,295	\$20,199,326	\$21.105.656	\$22 271 338	\$77 365 665	C177 205 77
					222/22-/	Y==,= 1,000	000,000,224	0C/'COC'/7T¢
Admin		\$1,126,301	\$1,068,701	\$1,221,125	\$1,126,416	\$1,188,741	\$1.129.920	\$6.861.204
Capital Outlay	utlay	\$3,282,938	\$310,342	\$4,050,191	\$1,146,354	\$5,518,253	\$1.688.477	¢15 996 505
Dredging (	<b>Dredging Operations</b>	\$4,413,330	\$4,268,503	\$5,590,602	\$5.732.283	\$2.459.269	\$14 909 396	COC,OCC,C±¢
Public Info	•	\$111,113	\$121.275	\$72.249	\$99.610	\$77 QEA	CCC/CCC/TTA	000'0'0'''''''''''''''''''''''''''''''
	:			2: -(+	010/002	+00120	0CT,40¢	225,00055
Long Kange Studies	ge Studies	\$40,794	\$97,350	\$133,159	\$748,412	\$351,082	\$265.689	\$1 636 486
<b>Tax Commissions</b>	nissions	\$533,629	\$394,093	\$394,194	\$533.427	\$435,519	\$504 DE2	001/000/14
WAP		¢10162.065	¢0 170 670	¢C 077 L70	40 4 4 6 CO		700'1000	72,134,324
		CON'COT'OTC	22,420,023	مرد <i>, 1/</i> ۵٫۵۶	\$9,114,633	\$10,864,900	\$8,539,483	\$54,988,230
CAP		\$2,379,543	\$143,854	\$264,774	\$0	\$374,295	\$720.909	\$3,883,375
Interlocal		\$217,458	\$1,241,201	\$2,450,827	\$383,897	\$224.147	\$0	\$4 517 530
		\$22.268.171	\$17.073.948	\$21 054 641	¢18 885 033	C21 ADA 1CD		
			2: 2/2:2/ 4	++01+00/2	700,000,014	00T'+2+'T7¢	221,042,U44	\$128,617,996



WAP Amounts by Fiscal Year

			$\mathbf{i}$			Page
WAP as % of Tax Revenue	54%	63%	49%	61%	71%	48%
Tax Revenue	24,243,045	22,365,665	22,271,338	21,105,656	20,199,326	20,304,295
Ļ	Υ	∽	φ	φ	\$	φ
80% cap of Tax Revenue	19,304,682	19,256,705	17,937,743	16,861,205 \$	16,032,075	16,231,430 \$
803	∽	\$	\$	Υ	φ	φ
Total WAP Funding Awarded	\$ 12,966,334	\$ 14,001,505 \$	\$ 10,826,458	\$ 12,813,771 \$	\$ 14,305,442 \$	\$ 9,671,908 \$
# Grants Funded	57	67	55	63	52	37
Initial Funds Requested (April)	\$18,165,872	\$21,876,649	\$12,953,468	\$17,762,162	\$19,809,077	\$21,689,242
# Grant Requests (April)	70	87	61	81	61	57
Year	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12

Page #63



May 3, 2017

Mr. Mark Crosley Executive Director Florida Inland Navigation District (FIND) 1314 Marcinski Road Jupiter, FL 33477

RE: Volusia County Dredged Material Management Plan Update

Mr. Crosley:

Per your request, Taylor Engineering has prepared the attached Scope of Services (Attachment A), Cost Proposal (Attachment B), and reference map (Attachment C) for the Volusia County dredged material management plan update.

Taylor Engineering, Inc. completed the Long-Range Dredged Material Management Plan for the Intracoastal Waterway (ICWW) in Volusia County in September 1993. That Phase I report subsequently resulted in the development of an overall site bank and associated Phase II reports — Environmental Site Documentation, Management Plan, Engineering Narrative, and Cost Report — for the selected beach placement area and eight (8) dredged material management areas (DMMA). The collective Phase I and II documents — created and updated over a  $\pm$ 5-year period (i.e., between 1993 and 1997) — comprise the dredged material management plan (DMMP) for the ICWW in Volusia County.

For this update effort, Taylor Engineering will (1) consolidate the resulting and voluminous documentation comprising the original set of reports, into one up-to-date and succinct document; (2) update the dredging history and projections from information that has become available since 1993; and (3) provide planning recommendations to address immediate and future dredging and dredged material management needs for the ICWW and each DMMA within Volusia County. Taylor Engineering will complete the work described herein for a fixed fee of \$134,263.00.

We greatly appreciate this opportunity to serve the FIND. Please contact me if you have any questions or comments.

Sincerely,

Jerry Scarborough, P.E. Senior Advisor, Waterfront Engineering

Attachments (3)

## VOLUSIA COUNTY DREDGED MATERIAL MANAGEMENT PLAN UPDATE

#### INTRODUCTION

Taylor Engineering, Inc. completed the Long-Range Dredged Material Management Plan for the Intracoastal Waterway (ICWW) in Volusia County in September 1993. That Phase I report subsequently resulted in the development of an overall site bank and associated Phase II reports — Environmental Site Documentation, Management Plan, Engineering Narrative, and Cost Report — for the selected beach placement area and dredged material management areas (DMMA). Table 1 summarizes the existing management sites, by reach, for Volusia county. With exception of V-PDI (the beach placement site), Attachment C provides a map indicating the location of all the sites.

COUNTY	REACH	MANAGEMENT SITE	
VOLUSIA	Ι	MSA 410 V-6 (MSA 426/428)	
	Π	V-25	
	III	V-29	
	IV	MSA 434N MSA 434S V-PDI	
	V	V-26 V-21	
	VI	V-22A	

**Table 1.** Volusia County Site Bank by Reach Designation

The collective Phase I and II documents — created and updated over a  $\pm$ 5-year period (i.e., between 1993 and 1997) — comprise the dredged material management plan (DMMP) for the ICWW in Volusia County. Taylor Engineering will consolidate the resulting and voluminous documentation comprising the original set of reports, into one up-to-date and succinct document which the Florida Inland Navigation District (FIND) may use for reference purposes and for immediate and future planning efforts. The following scope of services details the steps necessary to prepare the updated DMMP.

## TASK 1DOCUMENTATION

Taylor Engineering will collect, review, and consolidate the original Phase I and II DMMP documents (including dredging history and previously collected topographic and bathymetric surveys, geotechnical investigations, sediment chemistry data, etc.) for Volusia county into a working document. This task includes sufficient time (5 days) for a staff engineer to spend at the U.S. Army Corps of Engineers (USACE) and FIND offices to review and acquire records. As part of this effort, Taylor Engineering will submit electronic copies of the collected and organized documents for FIND's records. The results of this task will serve as the foundation for the updated DMMP.

#### TASK 2DREDGING HISTORY AND PROJECTIONS

A detailed review of USACE and FIND property records, historical maintenance dredging records and bathymetric survey data, as well as on the ground documentation of site characteristics were used to develop 50-year maintenance dredging projections, dredging frequencies, and dredging reaches for the county described in the 1993 plan. In this task, Taylor Engineering will combine the historical data

with currently available data to update projections of future dredging quantities, dredging frequencies, and dredged material characteristics for reference and use in the updated DMMP.

## 2.1 Future Dredging Quantities Projection

Taylor Engineering will review and incorporate data from ICWW post-1986 maintenance dredging to create consolidated and comprehensive dredging tables for Volusia county. Taylor Engineering will also incorporate shoal volumes determined from the latest (2014) bathymetric survey into the overall evaluation of each reach. From the updated dredging and shoal information, we will estimate future maintenance dredging requirements (volumes, locations, and frequencies) considering: 1) the volume of material removed from the channel during past maintenance dredging operations, 2) the frequencies of past dredging, and 3) the estimated shoal volume presently contained within the authorized channel.

## 2.2 Dredged Material Quality Profile

This task, based on available existing data, will profile the physical and chemical sediment characteristics of material targeted for dredging. Taylor Engineering will compile, review, and summarize USACE- and FIND-provided geotechnical and sediment chemistry data in tabular format. Tabular information will contain the year of collection, identification of boring (in addition to the reach and cut location), and a soil description by depth, if available.

## TASK 3DREDGED MATERIAL MANAGEMENT PLAN UPDATE

## 3.1 Draft Report

Taylor Engineering will use the results of Tasks 1 and 2 to prepare and submit one updated draft Summary DMMP to FIND for review and comment. We anticipate the report will include the following sections: (1) Introduction, (2) DMMP Development, (3) 50-Year Material Storage Requirement, (4) Dredged Material Placement Sites, (5) Conclusions and Recommendations, and (6) References.

The introduction and DMMP development sections will summarize the background of the DMMP and summarize the criteria behind the DMMA selection. The material storage requirement section will summarize our Task 2 efforts. The dredged material placement site chapter will provide a detailed narrative for each site that will incorporate the critical details from the previously published management plan and engineering narrative. For each constructed DMMA, we will determine or verify actual capacities from as-built surveys through the generation of 3-D CAD models. For non-constructed DMMAs, we will verify the previously reported design capacities. Each DMMA will have a maximum 2-page summary sheet that will detail relevant site characteristics (e.g., location, as-built or preliminary design storage capacity, dike height, excavation depth, maximum pumping distance, distance from the ICWW, comprehensive plan designation, adjacent land use, pipeline easement), available site photographs, and an aerial-based plan-view map that will incorporate either the as-built or preliminary design of the DMMA. Finally, to assist FIND with both immediate and future planning, the conclusions and recommendations section of the report will summarize key findings and provide a long-range dredging and DMMA construction schedule. A separate document, intended for public distribution to the public, will summarize (in approximately 4 to 5 pages) the key features of the DMMP.

We will submit the draft report, along with the summary document, to FIND in electronic format.

# 3.2 Final Report

Within three weeks of receipt of FIND's comments on the draft report Taylor Engineering will submit the revised final report to FIND for review. This submittal will include an electronic copy of the report, as well as an electronic file, neatly and succinctly organized, of all documents collected and used in the preparation of the updated DMMP.

No.	Task	Months from Notice to Proceed								
		1	2	3	4	5	6	7	8	9
1	Documentation									
2	Dredging History and Projections									
3	Dredged Material Management Plan Update									

## ESTIMATED SCHEDULE

#### TAYLOR ENGINEERING, INC. COST SUMMARY BY TASK P2017-088: VOLUSIA COUNTY DREDGED MATERIAL MANAGEMENT PLAN UPDATE

Labor	Hours	Cost	Task Totals
Senior Advisor	12.0	2,316.00	
Director	50.0	8,650.00	
Senior Professional	8.0	1,216.00	
Staff Professional	84.0	7,896.00	
Project GIS Specialist	0.0	-	
Administrative	40.0	2,160.00	
Total Man-Hours	194.0		
Labor Cost		_	22,238.00
		-	
Total Task 1			22,238.00

#### TASK 1: DOCUMENTATION

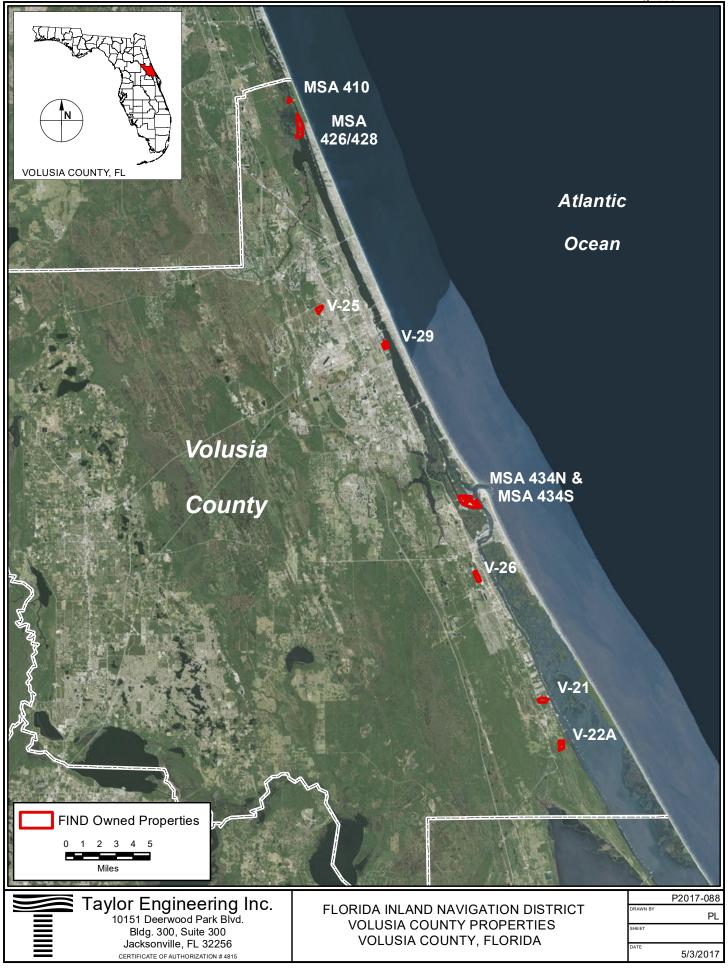
#### TASK 2: DREDGING HISTORY AND PROJECTIONS

Labor	Hours	Cost	Task Totals
Senior Advisor	9.0	1,737.00	
Director	52.0	8,996.00	
Staff Professional	32.0	3,008.00	
Senior CAD Designer	60.0	7,140.00	
Project GIS Specialist	0.0	-	
Total Man-Hours Labor Cost	153.0		20,881.00
Total Task 2			20,881.00

## TASK 3: DREDGED MATERIAL MANAGEMENT PLAN UPDATE

Labor	Hours	Cost	Task Totals
Senior Advisor	44.0	8,492.00	
Director	224.0	38,752.00	
Staff Professional	188.0	17,672.00	
Technical Editor	40.0	4,160.00	
Senior CAD Designer	180.0	21,420.00	
Project GIS Specialist	0.0	-	
Administrative	12.0	648.00	
Total Man-Hours	688.0		04 444 00
Labor Cost		i	91,144.00
Total Task 3			\$ 91,144.00

Project Total \$ 134,263.00



Page #70

THIS INSTRUMENT PREPARED BY AND RETURN TO: PETER L. BRETON., ESQ. BRETON, LYNCH, EUBANKS & SUAREZ-MURIAS, P.A. 605 NORTH OLIVE AVENUE, 2<sup>ND</sup> FLOOR WEST PALM BEACH, FL 33401

PROPERTY CONTROL NUMBER:

(This space reserved for recording information)

## ACCESS, INGRESS AND EGRESS EASEMENT

THIS ACCESS, INGRESS AND EGRESS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the CITY OF BOCA RATON, FLORIDA, ("Grantor"), a municipal corporation existing under the laws of the State of Florida, whose address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, in favor of the FLORIDA INLAND NAVIGATION DISTRICT ("Grantee" or "FIND"), an independent special district organized under the laws of the State of Florida, whose address is 1314 Marcinski Road, Jupiter, Florida 33477.

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee and its successors and assigns, a perpetual, non-exclusive and assignable access, ingress and egress easement, twenty (20) feet in width, in, on, over and across the property described in Exhibit "A" (the "Easement Area"), to enter upon and to use, intermittently or continuously, any and all of the Easement Area in connection with that certain dredge material management area known as MSA 684A and more particularly described in Exhibit "B" ("MSA 684A").

TO HAVE AND TO HOLD the said rights and easements unto the Grantee, and its successors and assigns, for the purposes aforesaid, reserving to the Grantor, its heirs, successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby conveyed. Grantor acknowledges that the said rights and easements may be used by Grantee, its employees and contractors and may be assigned, temporarily or permanently, to the United States of America for use by the Army Corps of Engineers and its employees and contractors in connection with the easement recorded in Official Record Book 2649, Page 298 of the Public Records of Palm Beach County, Florida.

The Grantor does hereby covenant that it is lawfully seized of the sufficient fee title to the Easement Area to grant the rights aforementioned.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

(1)\_\_\_\_\_ CITY OF BOCA RATON, FLORIDA

\_\_\_\_ (Type or Print Name)

a Florida municipal corporation

(2)\_\_\_\_\_

By:\_\_\_\_\_ Susan Haynie, Mayor

(Type or Print Name)

Attest:\_\_\_\_\_\_ Susan S. Saxton, City Clerk

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2017, by Susan Haynie and Susan S. Saxton, as Mayor and City Clerk, respectively, of the City of Boca Raton, Florida, a Florida municipal corporation, on behalf of the City and who:

\_\_\_\_\_ are personally known to me, **OR** \_\_\_\_\_ have produced \_\_\_\_\_\_ as identification.

)

Notary Name:

(NOTARY STAMP)

Notary Public Serial (Commission) Number (if any)\_\_\_\_\_

#### EXHIBIT "A"

#### The Easement Area Legal Description

A 20.00 FOOT WIDE STRIP OF LAND BETWEEN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND THE EAST PROPERTY LINE OF THOSE LANDS DESCRIBED AS "SCHEDULE A" IN BOOK 2649 PAGE 299 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PALM BEACH COUNTY BRASS DISK AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH RANGE 43 EAST HAVING A NORTHING OF 744.844.73 FEET AND AN EASTING OF 960.023.57 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, PROCEED N 89°01'10" E ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 196.73 FEET TO A PK NAIL & DISK IN A CONCRETE HEADWALL (LB 3300); THENCE, CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 9 ACROSS THE INTRACOASTAL WATERWAY A DISTANCE OF 303.27 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE N 00°04'36" W ALONG SAID EASTERN RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY A DISTANCE OF 1000.13 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AS "SCHEDULE A" IN BOOK 2649 PAGE 299 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA: THENCE S 89°49'06" E A DISTANCE OF 775.38 FEET TO THE SOUTHEAST CORNER OF SAID "SCHEDULE A"; THENCE N 00°04'36" W ALONG THE EAST LINE OF SAID "SCHEDULE A" A DISTANCE OF 781.53 FEET TO THE POINT OF BEGINNING, HAVING A NORTHING OF 746632.49 FEET AND AN EASTING OF 961296.49 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM OF 1983 1990 ADJUSTMENT. THENCE CONTINUE ALONG THE EAST LINE OF SAID "SCHEDULE A" N 00°04'36" W A DISTANCE OF 21.14 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST WITH A RADIAL LINE FROM SAID POINT BEARING N 19°44'51" W. HAVING A RADIUS OF 240.00 FEET. AN INTERNAL ANGLE OF 16°14'43" AND A CHORD BEARING OF N 62°07'47" E: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 68.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 115.00 FEET. AN INTERNAL ANGLE OF 33°00'00" AND A CHORD BEARING OF N 37°30'26" E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 66.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET, AN INTERNAL ANGLE OF 27°00'00" AND A CHORD BEARING OF N 34°30'26" E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 70.69 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET, AN INTERNAL ANGLE OF 23°47'23" AND A CHORD BEARING OF N 59°54'07"E: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 24.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (100' RIGHT-OF-WAY). SAID POINT BEING ON A CURVE

CONCAVE TO THE EAST WITH A RADIAL LINE BEARING S 89°08'12" E. HAVING A RADIUS OF 17,238.80 FEET, AN INTERNAL ANGLE OF 00°04'21" AND A CHORD BEARING OF S 00°49'38" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 21.83 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIAL LINE BEARING S 28°27'15" E, HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 13°32'19" AND A CHORD BEARING OF S 54°46'35" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 9.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, AN INTERNAL ANGLE OF 27°00'00" AND A CHORD BEARING OF S 34°30'26" W: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 61.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 135.00 FEET, AN INTERNAL ANGLE OF 33°00'00" AND A CHORD BEARING OF S 37°30'26" W: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 77.75 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 260.00 FEET. AN INTERNAL ANGLE OF 17°48'48" AND A CHORD BEARING OF S 62°54'50" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 80.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 4593.04 SQUARE FEET OR 0.105 ACRES MORE OR LESS.

#### EXHIBIT "B"

## MSA 684A Legal Description

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9 RUN N89°25'08"E, ON AN ASSUMED BEARING, A DISTANCE OF 500.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE N00°19'22"E, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1000.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°19'22"E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1235.76 FEET; THENCE S89°25'08"E A DISTANCE OF 380.00 FEET; THENCE S00°19'22"W A DISTANCE OF 220.00 FEET; THENCE S89°25'08"E, A DISTANCE OF 395.38 FEET; THENCE S00°19'22"W A DISTANCE OF 1015.76 FEET; THENCE N89°25'08"W A DISTANCE OF 775.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.00 ACRES, MORE OR LESS.

INTRACOASTAL WATERWAY CHANNEL LOCATION TAKEN FROM A U.S. CORPS OF ENGINEERS RECONNAISSANCE SURVEY DATED APRIL, 2000. GRID COORDINATES SHOWN ARE IN FEET, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 1990 (NAD 83/90). GRID COORDINATES ARE BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CONTROL MONUMENTS "93–89–A22–3 1991", HAVING A NORTHING OF 745357.51 FEET AND AN EASTING OF 961571.78 FEET NAD 83/90, AND "93–89–A23", HAVING A NORTHING OF 742743.31 FEET, AND AN EASTING OF 961297.98 FEET NAD 83/90. AERIAL IMAGERY IS DISPLAYED HEREON FOR INFORMATION PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP. AERIAL IMAGERY WAS TAKEN IN 2009 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PROHIBITED WITHOUT 47 THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 9, TOWNSHIP SOUTH RANGE 43 EAST, HAVING A BEARING OF N89'01'10"E. UNDERGROUND UTILITIES AND IMPROVEMENTS NOT LOCATED SURVEY NOTES:

m.

<del>.</del>-

5

- 4.
- 5
- 9
- 7
- WRITTEN CONSENT. σ
- $\triangleleft$ NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER. 6

COMMISSION NO

SKETCH AND LEGAL DESCRIPTION OF PROPOSED

RIPY THAT THE INFORMATION RECENT FIELD SURVEY STRUE AND CORRECT TO AND ARETS THE INVINUAL THE VICKEM BOARD OF AD SUMMERT TO CONTRACT TO THE MANUAU A BOARD OF ROBUL

PROFESSIONAL SURVEY CONSULTANTS

MORGAN & EKLUND, INC.

1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441 PHONE: (954) 421-0451 FAX: (954) 421-0451

8745 US HICHWAY #1 P.O. BOX 701420 WABASO, FL 32970 PHONE: (772) 388-5364 FAX: (772) 388-3165

1000

0

500

1000

HORIZONTAL SCALE

LB # 4298

LOCATION MAP & SURVEY NOTES

ACCESS EASEMENT TO MSA 684A

5303,01 SCALE  $1^{\prime} = 1000^{\prime}$ ыт 8/3/12 1 or

SHEET

DATE OF SURVEY 5/16/12

RELD BOOK PB 64

CHECKED BY JRM

DRAWN BY CAG

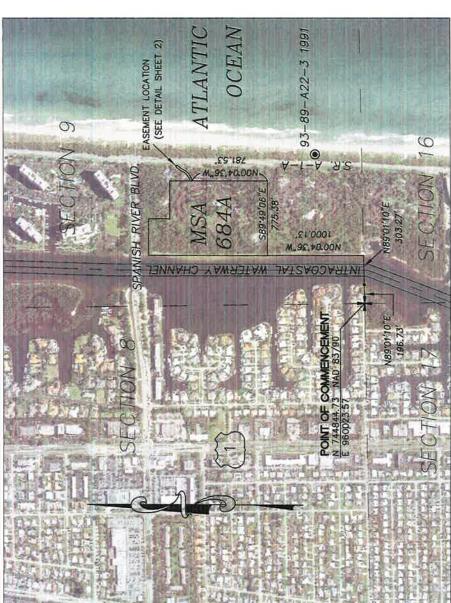
TOR \$ 3520

5

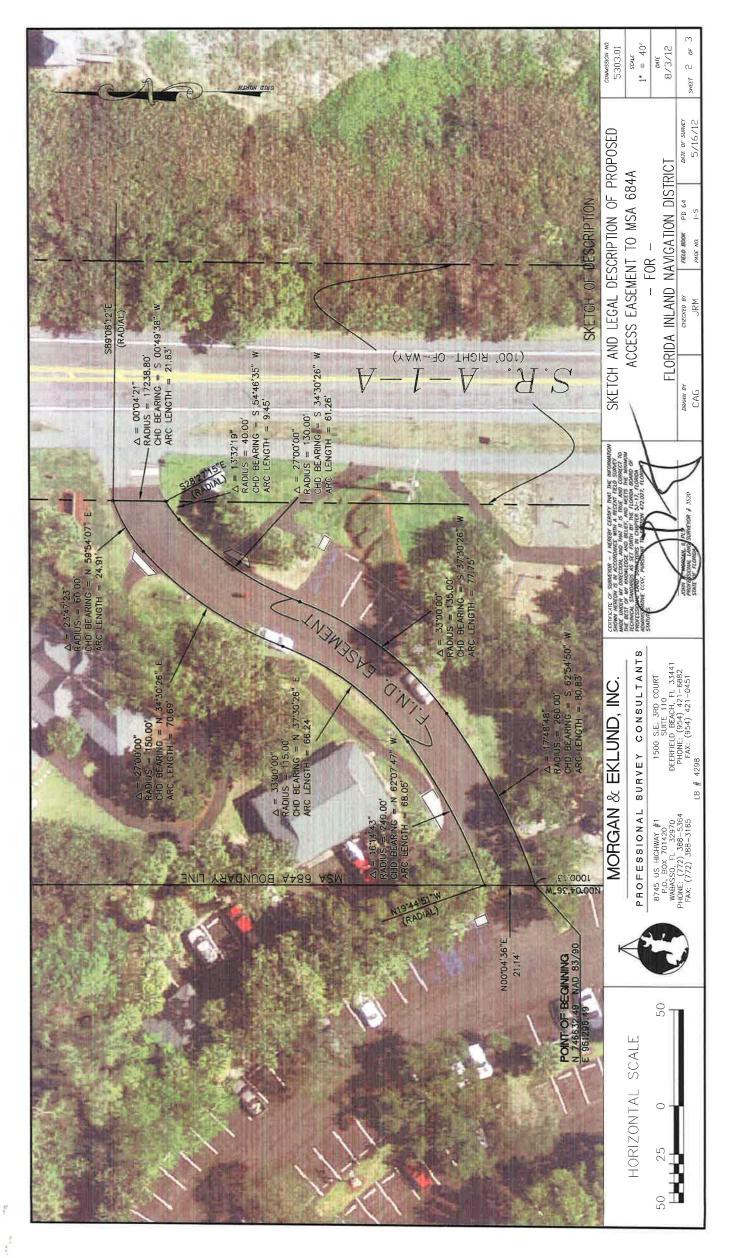
PAGE NO.

FLORIDA INLAND NAVIGATION DISTRICT

- FOR -



Page #75



A 20.00 FOOT WIDE STRIP OF LAND BETWEEN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND THE EAST PROPERTY LINE OF THOSE LANDS DESCRIBED AS "SCHEDULE A" IN BOOK 2649 PAGE 299 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PALM BEACH COUNTY BRASS DISK AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH RANGE 43 EAST HAVING A NORTHING OF 744,844.73 FEET AND AN EASTING OF 960,023.57 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, PROCEED N 89°01'10" E ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 196.73 FEET TO A PK NAIL & DISK IN A CONCRETE HEADWALL (LB 3300); THENCE, CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 9 ACROSS THE INTRACOASTAL WATERWAY A DISTANCE OF 303.27 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE N 00°04'36" W ALONG SAID EASTERN RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY A DISTANCE OF 1000.13 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AS "SCHEDULE A" IN BOOK 2649 PAGE 299 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S 89\*49'06" E A DISTANCE OF 775.38 FEET TO THE SOUTHEAST CORNER OF SAID "SCHEDULE A": THENCE N 00°04'36" W ALONG THE EAST LINE OF SAID "SCHEDULE A" A DISTANCE OF 781.53 FEET TO THE POINT OF BEGINNING, HAVING A NORTHING OF 746632.49 FEET AND AN EASTING OF 961296.49 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM OF 1983 1990 ADJUSTMENT, THENCE CONTINUE ALONG THE EAST LINE OF SAID "SCHEDULE A" N 00'04'36" W A DISTANCE OF 21.14 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST WITH A RADIAL LINE FROM SAID POINT BEARING N 19'44'51" W. HAVING A RADIUS OF 240.00 FEET, AN INTERNAL ANGLE OF 16"14'43" AND A CHORD BEARING OF N 62"07'47" E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 68.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 115.00 FEET, AN INTERNAL ANGLE OF 33"00'00" AND A CHORD BEARING OF N 37"30'26" E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 66.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET, AN INTERNAL ANGLE OF 27'00'00" AND A CHORD BEARING OF N 34'30'26" E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 70.69 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET, AN INTERNAL ANGLE OF 23°47'23" AND A CHORD BEARING OF N 59°54'07"E; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 24.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (100' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE CONCAVE TO THE EAST WITH A RADIAL LINE BEARING S 89'08'12" E, HAVING A RADIUS OF 17,238.80 FEET, AN INTERNAL ANGLE OF 00'04'21" AND A CHORD BEARING OF S 00'49'38" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 21.83 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIAL LINE BEARING S 28'27'15" E, HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 13'32'19" AND A CHORD BEARING OF S 54'46'35" W: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 9.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, AN INTERNAL ANGLE OF 27'00'00" AND A CHORD BEARING OF S 34'30'26" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 61.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 135.00 FEET, AN INTERNAL ANGLE OF 33'00'00" AND A CHORD BEARING OF S 37'30'26" W: THENCE ALONG SAID CURVE AN ARC DISTANCE OF 77.75 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 260.00 FEET, AN INTERNAL ANGLE OF 17°48'48" AND A CHORD BEARING OF S 62°54'50" W; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 80.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 4593.04 SQUARE FEET OR 0.105 ACRES MORE OR LESS.

			LEGAL DESCRIPTION					
T	MORGAN	& EKLUND, INC.	CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION. AND THAT IT IS THUS AND CORRECT TO	SKETCH /	AND LEGAL DE	SCRIPTION OF F	PROPOSED	сомміззіон но. 5303.01
	PROFESSIONAL	SURVEY CONSULTANTS	THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH DE THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN PLANETRY 54-17, FLORIDA ADMINISTRATES CODE, PURSUMNT TO SECTION 472.027, FLORIDA	AC		NT TO MSA 68	4A	SCALE
	8745 US HIGHWAY #1 P.O. BOX 701420 WABASSO, FL 32970	1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441	- SALINES	FLOF	· · · · · · · · · · · · · · · · · · ·	'OR IAVIGATION DIS1	IRICT	DATE 8/3/12
	PHONE: (772) 388-5364 FAX: (772) 388-3165	PHONE: (954) 421-6882 FAX: (954) 421-0451 LB # 4298	PROTOSONUL LAD SURVEYOR & 3520 Stark OF FLORED	<i>draww by</i> CAG	<i>снеске</i> р ву JRM	FIELD BOOK PB 64 PAGE NO. 1-5	date of survey 5/16/12	SHEET 3 OF 3
	PHONE: (772) 388-5364	PHONE: (954) 421–6882 FAX: (954) 421–0451	PROTECTION LAND SURVEYOR # 3520	DRAWN BY	CHECKED BY	FIELD BOOK PB 64	DATE OF SURVEY	sheet 3 of 3

## MSA 690 Lake Wyman LEASE AGREEMENT

THIS PARK LEASE AGREEMENT ("Lease") dated as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 ("Effective Date"), by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the CITY OF BOCA RATON, FLORIDA, a municipal corporation under the laws of the State of Florida, hereinafter referred to as Tenant.

## RECITALS

A. Landlord is the owner of a parcel of land situate, lying and being in Sections 20 and 21, Township 47 South, Range 43 East, in the City of Boca Raton, Palm Beach County, Florida, said parcel being designated on the plat recorded in Plat Book 17, at Page 23-A, in the Public Records of Palm Beach County, Florida as CSA PB-74 (also known as MSA 690) as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Premises").

B. Tenant has requested Landlord to lease the Premises to Tenant for a term of twenty-five (25) years for use as a passive public recreational park.

C. Landlord is willing to lease the Premises to the Tenant for use as a passive public recreational park upon the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

## 1. <u>INCORPORATION OF RECITALS</u>

The foregoing recitals are true, correct and incorporated herein by reference.

## 2. <u>PREMISES/TERM</u>

Landlord hereby leases the Premises to Tenant for a term commencing May 1, 2017, and terminating April 30, 2042 (the "Term").

## 3. <u>PAYMENT OF RENT</u>

- Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease a base rent in the amount of One Hundred and No/100 Dollars (\$100.00) per year ("Rent"). Rent is due and payable annually, in advance, on or before the first day of each year of the Term.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT ATTN: EXECUTIVE DIRECTOR

## 1314 MARCINSKI ROAD JUPITER, FLORIDA 33477-9427

- c. Tenant agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Rent.
- d. Tenant shall pay all ad valorem taxes and non-ad valorem assessments levied against the Premises.
- e. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

## 4. <u>COVENANTS OF LANDLORD</u>

Landlord covenants that said Tenant, on paying the said Rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the Term aforesaid, subject to the easement rights of the United States of America, by and through the Army Corps of Engineers, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of Rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Premises and repossess the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover Rent. Notwithstanding anything herein to the contrary, Landlord represents and Tenant agrees that Landlord has not performed a title search on the Premises and does not warrant that Landlord has good and marketable title to the Premises.

## 5. <u>RENEWAL OPTION</u>

Tenant shall not have any right or option to renew this Lease. Any further renewals or extensions of this Lease shall be subject to the mutual written agreement of the parties.

## 6. <u>USE OF PREMISES/CONDUCT OF BUSINESS</u>

- a. Tenant shall continuously occupy and use the Premises solely as a passive public recreational park (hereinafter called the "Permitted Use"). Tenant shall not make or permit any use the Premises except as specifically provided above without Landlord's prior written consent.
- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the

Premises, and shall not make any use of the Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

## 7. <u>TENANT'S FIXTURES AND ALTERATIONS</u>

- a. Tenant agrees that it will not make any alterations (whether topographical, structural or otherwise), improvements or additions to the Premises without first obtaining the written consent of Landlord, which Landlord may approve or deny in its sole and absolute discretion. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Premises shall be removed from the Premises at the expiration or earlier termination of this Lease, except as otherwise provided herein.
- b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.
- c. As additional consideration for this Lease, Tenant agrees to remove and keep the Premises substantially free from all invasive, non-native vegetation from the Premises and replace the same with appropriate native vegetation. Said removal and replacement shall be completed within five (5) years of the Effective Date.
- d. As additional consideration for this Lease, Tenant agrees to install and maintain signs identifying the Premises as the property of the Florida Inland Navigation District and stating that it is a future dredged material management facility for the maintenance of the ICW. One sign shall be placed at each entrance to the Premises. The signs shall be a minimum of 12 square feet and the copy shall be approved by the Landlord.

## 8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which shall not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.
- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such

act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.

c. In the event Tenant assigns or sublets the Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

## 9. <u>LIENS</u>

a. <u>Mechanics' or Materialmen's Liens</u>: Tenant shall not cause or permit any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of Tenant.

If the Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall promptly notify Landlord of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

- b. <u>Landlord's Liability for Tenant's Liens</u>: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.
- c. <u>Public Construction Bond</u>. Tenant shall deliver to Landlord a public construction bond in accordance with Section 255.05, F.S. from any contractor constructing improvements upon the Premises, the contracted price of which exceeds \$100,000.00, prior to the commencement of any such work. The bond shall be substantially in the form provided in Subsection 255.05(3) or as otherwise approved by Landlord, and shall include Landlord as a Principal. The amount of the bond shall be the amount of the construction contract.

## 10. <u>LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION</u>

a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such waiver of liability such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Premises, latent or otherwise, except as provided by law.

- b. Tenant, subject to and within the limitations set forth in Section 768.28, F.S., shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant or by Tenant's employees, guests, invitees, public invitees and/or licensees of the Premises or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees. Tenant shall keep in force, with companies and in a form acceptable to Landlord during the term of this Lease and any extension or renewal thereof and during such other time as Tenant occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- c. Tenant shall include in any construction contract for work upon or involving the Premises a provision stating that that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e. The provisions of this Section 10 shall survive the termination of this Lease.

## 11. <u>INSURANCE</u>

- a. Tenant will require any of its construction contractors to keep in force, during such time as such contractor occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises, with companies and in a form acceptable to Landlord, with a minimum One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. Tenant will further require its contractor to deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not

less than fifteen (15) days prior to the expiration of the term of such coverage. At Landlord's option, Tenant shall require its contractor to deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.

- c. All policies of insurance required to be carried by Tenant's contractor by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and Tenant and shall name Landlord and Tenant as Additional Insureds.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The required insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's contractor's insurance and shall not contribute to it.
- f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant's contractor.
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to Tenant's contractor and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant's contractor shall be solely responsible for deductible and/or self-insured retention.
- h. Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.

## 12. <u>REPAIRS AND MAINTENANCE OF PREMISES</u>

- a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscaping, in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b. To the extent allowed by law, Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Tenant's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c. In the event Tenant defaults in the performance of any of its obligations under this Paragraph 12, Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may, but shall not be obligated to, cure such default on behalf of Tenant and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred curing such default.

## 13. <u>GOVERNMENTAL IMMUNITY</u>

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

## 14. <u>INTENTIONALLY DELETED</u>

#### 15. <u>HAZARDOUS MATERIALS</u>:

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.
- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from Tenant's use of the Premises.

## 16. <u>EVENTS OF DEFAULT</u>

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) business days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.
- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Premises by Tenant prior to the end of the Term.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

## 17. <u>REMEDIES IN EVENT OF DEFAULT</u>

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
  - i. terminate the Lease by and retake possession of the Premises for its own account;
  - ii. demand payment in full of any and all amounts then due for the balance of the then remaining term of this Lease;
  - iii. terminate the Lease and possession of the Premises for the account of Tenant, who shall remain liable to Landlord; or
  - iv. avail itself of any other option or remedy available under Florida law;

and, in any event Tenant, shall give up the Premises to Landlord.

b. If the notices provided herein have been given and this Lease shall be terminated; or if the Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.

c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

## 18. <u>SURRENDER OF POSSESSION/HOLDING OVER</u>

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Premises after the expiration of the Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.
- c. Should Tenant refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Premises.

## 19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Premises at any time. Landlord also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Premises. Landlord may, during the term of this Lease at reasonable times, enter the Premises upon reasonable advance written notice to Tenant, for the purpose of taking soil and groundwater samples and installing monitoring wells, provided that none of these activities shall unreasonably interfere with Tenant's Permitted Use.

## 20. <u>RESERVED RIGHT TO USE THE PREMISES</u>

Landlord reserves the right, from time to time, to utilize the Premises, in whole or in part, as determined by Landlord in its sole and absolute discretion, as a staging area and temporary dewatering facility for activities undertaken by the United States of America and/or Landlord, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. Landlord shall give Tenant not less than sixty (60) days written notice of Landlord's intent to exercise its rights under this paragraph. Landlord shall have the exclusive possession and use of any part or portion of the Premises Landlord, in its sole judgment, deems necessary for such purposes. Upon the completion of Landlord's activities, possession shall be restored to Tenant. Any improvements to the Premises which are damaged due to Landlord's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at Landlord's expense. Tenant shall not be entitled to any reduction or abatement of Rent during any period that Landlord exercises its rights under this Paragraph 20. Landlord has also advised Tenant that the United State of America has easement rights to use the Premises for the maintenance and improvement of the Intracoastal Waterway from Jacksonville to Miami, Florida and Tenant's rights under the Lease are subordinate to said easement rights.

## 21. <u>EXECUTION OF ESTOPPEL CERTIFICATE</u>

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

## 22. <u>INTENTIONALLY DELETED</u>

## 23. <u>EMINENT DOMAIN</u>

a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

- b. If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for Tenant's Permitted Use, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for Tenant's Permitted Use, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.
- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

## 24. <u>ATTORNEYS' FEES; VENUE</u>

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings. In the event of any litigation arising out of or resulting from this Lease, the venue of such litigation shall be had only in the state or federal courts in Palm Beach County, Florida.

## 25. <u>NOTICES</u>

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to Tenant:

City of Boca Raton Attn: 201 West Palmetto Park Road Boca Raton, Florida 33432

With copy to:	Diana Grub Frieser, Esq. City Attorney 201 West Palmetto Park Road Boca Raton, Florida 33432
If to Landlord:	Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477 Attention: Executive Director
With a copy to:	Peter L. Breton, Esq. Breton, Lynch, Eubanks et al. 605 North Olive Avenue, 2 <sup>nd</sup> Floor West Palm Beach, FL 33401

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

## 26. <u>MISCELLANEOUS</u>

- a. Tenant has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.
- c. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by the parties hereto.
- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed, amended or terminated unless in writing and signed by the parties hereto.
- e. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

f. Tenant hereby acknowledges Tenant's responsibility to ensure Tenant's property is maintained within or upon the said Premises at Tenant's expense.

## g. <u>RADON GAS</u>

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

- h. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.
- i. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- j. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.
- k. This Lease shall be construed under the laws of the State of Florida.
- 1. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- m. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.
- o. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered in the presence of:

Witness

Witness

AS TO LANDLORD:
-----------------

#### FLORIDA INLAND NAVIGATION DISTRICT

BY: \_\_\_\_

Mark Crosley, Executive Director

Witness Print Name: \_\_\_\_\_

DATED: \_\_\_\_\_

Approved as to form and legal sufficiency:

Print Name:

\_\_\_\_\_

Peter L. Breton, Esq., General Counsel

AS TO TENANT:

CITY OF BOCA RATON, FLORIDA

DATED: \_\_\_\_\_

\_\_\_\_\_ Print Name: \_\_\_\_\_ BY: \_\_\_\_\_\_Susan Haynie, Mayor

Witness Print Name: \_\_\_\_\_

Approved as to form and legal sufficiency:

Diana Grub Frieser, Esq., City Attorney

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF PREMISES

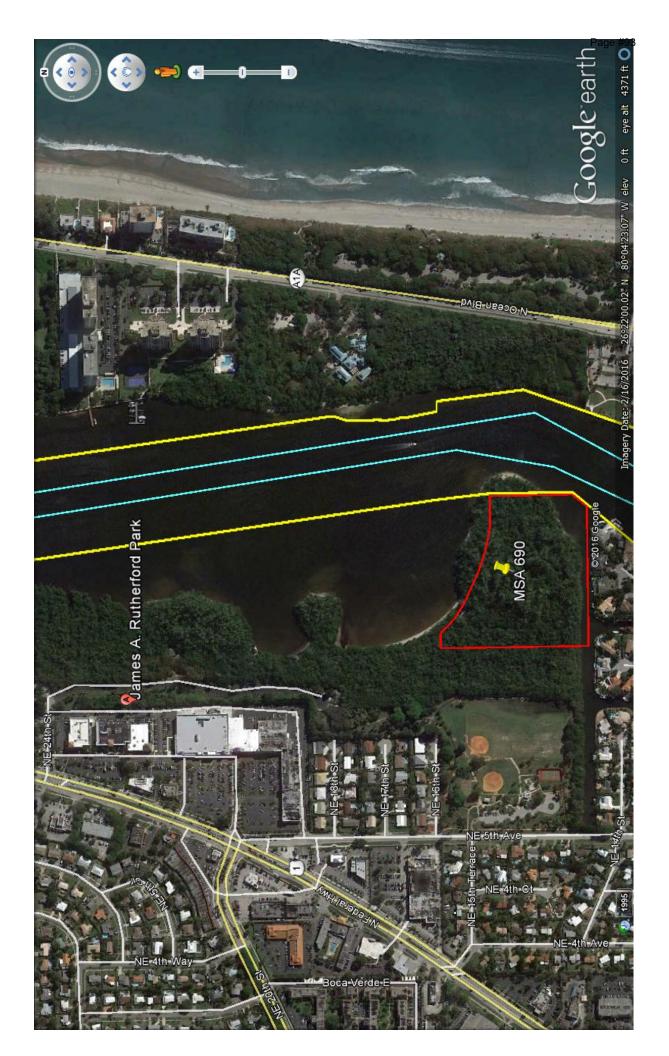
A portion of the North half (N <sup>1</sup>/<sub>2</sub>) of the North half (N <sup>1</sup>/<sub>2</sub>) of Government Lot One (1), a portion of the North 137 feet of the South half (S <sup>1</sup>/<sub>2</sub>) of the North half (N <sup>1</sup>/<sub>2</sub>) of said Government Lot One (1) in Section 20, Township 47 South, Range 43 East, Palm Beach County, Florida, and a portion of Section 21, Township 47 South Range 43 East, in said Palm Beach County, more particularly described as follows:

Commence at a quarter section corner on the north line of said Section 20, for a point of reference. From said point of reference, run along the north line of said Section 20, North 89° 04' 43" East, a distance of 1,683.57 feet to the meander corner on the west shore line of Lake Wyman; thence on a line at right angles to said north line of Section 20, South 00° 55' 17" East, a distance of 300 feet to a point, which is the point of beginning for the tract herein described.

From said point of beginning run on a line parallel to the north line of said Section 20, North 89° 04' 43" East, a distance of 150 feet, more or less, to the waters of Lake Wyman; thence meander the south shore line of said Lake Wyman in a general easterly direction to the section line between said Sections 20 and 21; thence continue along the south shore line of said Lake Wyman to the northerly terminus of the west right-of-way line of the Intracoastal Waterway from Jacksonville to Miami, Florida, as that right-of-way line is shown on the plat recorded in Plat Book 17, at page 23-A, in the public records of said Palm Beach County, Florida; thence along said west right-of-way line South 39° 30' 53" West, a distance of 276.65 feet to an intersection with the aforementioned line between Sections 20 and 21; thence continue along said west right-of-way line South 39° 30' 53" West, a distance of 161.40 feet, to an intersection with the south line of aforementioned North 137 feet of South half (S ½) of North half (N ½) of Government Lot One (1); thence along said south line, South 89° 15" 47" West, a distance of 668.66 feet to a point; thence North 00° 55' 17" West, a distance of 499.66 feet to the point of beginning.

Less and except the South 50 feet.

And, less and except any portions of the aforesaid tract lying within the right of way of the Intracoastal Waterway from Jacksonville to Miami, Florida





## REQUEST FOR PROPOSAL

## POST-CONSTRUCTION SEAGRASS SURVEY INTRACOASTAL WATERWAY MAINTENANCE DREDGING ST. LUCIE COUNTY ICW REACH 1

## 1. BACKGROUND

The Florida Inland Navigation District (District) is currently conducting a maintenance dredging project of a portion of the Intracoastal Waterway (ICW) within Cut SL-5, St Lucie County to depths ranging between -10 feet and -12 feet mean lower low water. Dredging in Cut SL-5 is scheduled to be completed by the end of May with the contractor fully demobilized and completed with construction by mid-June. The maintenance dredging project is authorized under the U.S. Army Corps of Engineers (Corps) Regional General Permit (RGP) SAJ-93. The RGP lists special conditions that the District must comply with during all maintenance dredging events authorized under the RGP; the Corps also noted project-specific conditions for dredging material from the ICW as part of this effort. Special Conditions within the project-specific authorization (**Attachment A**) and the RGP require a post-construction survey to document any impacts to seagrass or other aquatic resources. The District is currently seeking brief proposals from qualified marine environmental consultants to perform this survey.

## 2. SCOPE OF WORK (SOW)

Consultant shall conduct a post-construction seagrass survey within 30 days following completion of construction, or approximately July 15, 2017 at the latest. The project area is generally depicted in **Figure 1** southeast of the Fort Pierce Inlet and south of Seaway Drive bridge. Consultant shall survey Cut SL-5, near Stations 52 through 56 and Stations 62 through 73 where seagrass was documented during the pre-construction survey; areas barren of seagrass needn't be surveyed. Additionally, the booster pump mooring locations shall also be assessed to confirm their placement was not within seagrass habitat. Survey methods should be consistent with the pre-construction survey protocols. The following tasks shall be completed as part of the Scope of Work:

- a. Consult with District staff prior to preparation of survey protocol to ensure clear understanding of SOW.
- b. Prepare brief survey method statement for review by District staff.
- c. Conduct survey within 30 days following completion of construction, or approximately July 15, 2017 at the latest.
  - i. Area surveyed shall include all only those stations documented to contain seagrass as part of the pre-construction survey. Survey areas are located only in Cut SL-5, Stations 52 through 56 and Stations 62 through 73. Survey area shall be extended 100-ft on either side of the ICW (i.e., anchor drop zones).
  - ii. Divers shall inspect the booster pump mooring locations, located south of the Fort Pierce Inlet to confirm they were located

outside of seagrass habitat.

- d. Prepare draft report for review by District staff.
  - i. Report shall include figures, photographs, and tables.
  - ii. The report shall contain a description of the methods employed in the field and any alterations from the planned approach; equipment used during the survey, staff conducting the survey, survey dates and conditions.
  - iii. The report will include the total area surveyed and total mapped seagrass ( $ft^2$  and acres) by species. Consultant should provide representative photographs and general habitat descriptions by survey section (i.e., cuts) including notable observations.
  - iv. Seagrass coverage data shall include Braun-Blanquet scores (B-B scores), converted percent cover (% cover), and frequency of occurrence by seagrass species.
  - v. Seagrass quantity and density shall be provided in a tabular format and compare data from the pre-construction and post-construction surveys.
  - vi. Figures shall display survey transects, mapped seagrass, water depths, mooring points inspected and/or impacted: and gains/losses of seagrass habitat within and outside of the ICW (i.e., anchor zone).
- e. Incorporate comments and edits and submit final report.

See <u>www.aicw.org</u> under Project Files and Plans for the pre-construction benthic survey report for details on the project location and survey method details. The District will provide shapefiles and coordinates of mooring locations to Consultant, as needed.

## 3. DELIVERABLES

Reports will be provided in digital format (.pdf and .doc) via e-mail submittal only. Final reports shall be accompanied by shapefiles (.shp) [Florida State Plane Feet East NAD 83] showing survey track lines and all resultant data.

## 4. GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION

Interested consulting firms shall submit brief proposals, including a cost quote, electronically to the District's Executive Director, Mark Crosley at <u>mcrosley@aicw.org</u> with a carbon copy to Anne Laird at <u>amccarthy@aicw.org</u> by **May 16, 2017** @ **12:00** PM.

## 5. PROPOSAL AWARD

The District intends to approve qualified bidder(s) for this Project on May 19, 2017 at the Regular Board of Commissioners Meeting.

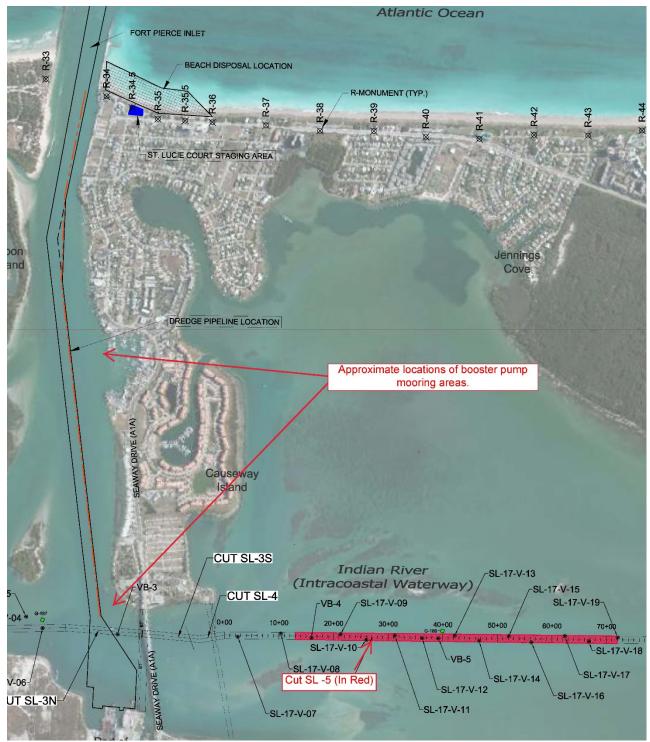


Figure 1. St. Lucie Reach 1 general project area and dredging footprint in Cut SL-5



DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT CORPS OF ENGINEERS 4400 PGA Boulevard, Suite 500 Palm Beach Gardens, Florida 33410

#### Page #97

## October 27, 2016

REPLY TO ATTENTION OF

Regulatory Division Palm Beach Gardens Section SAJ-2014-03657(GP-SAW)

Florida Inland Navigation District c/o Mark Crosley 1314 Marcinski Road Jupiter, Florida 33477

Dear Mr. Crosley:

Your application for a Department of the Army permit received on September 30, 2016 was assigned number SAJ-2014-03657(GP-SAW). A review of the information and drawings provided shows Florida Inland Navigation District (FIND) proposes to Dredge 99,100 cubic yards of material from 32.18 acres within the Intracoastal Waterway (ICW) between Cut SL-2 through SL-6. The ICW would be dredged to -12 feet MLLW north of the Fort Pierce inlet and to -10 feet MLLW south of the Ft. Pierce inlet with a 2 foot over dredge. Because the bathymetric survey did not contain sufficient information to compute the anticipated side slope volume, the maintenance dredging project includes a 10% estimated volume for the side slopes. The areas are as follows:

Cut	Stationing	PROJECT SHOAL VOLUME (cubic yards)
SL-2	20+00 thru 53+00	23,000
SL-3N	8+50 thru 23,000	3,400
SL-5	0+00 thru 72+00	37,518
	Bottom Channel Dredging Volume	90,500
	Estimated Side Slope Volume (+10%)	9,050
	Total Dredging Volume	99,100

The material would be hydraulically dredged and pumped to an upland 13-acre DMMA located west of the ICW and east of the Florida East Coast Railroad. FIND would monitor the waters during dredging activities to ensure the turbidity does not exceed applicable water quality standards. The project is located in the ICW within Cut SL-2 through Cut SL-5 north and south of the Fort Pierce inlet. The SL-2 Dredged Material Management Area (DMMA) is located west of the ICW on Old Dixie Hwy. (Rt. 605) in Section 5, Township 34 South, Range 40 east, Fort Pierce, St. Lucie County, Florida.

Your project, as depicted on the enclosed drawings (Attachment A), is authorized by Regional General Permit (RGP) SAJ-93. This authorization is valid until April 26, 2021.

Please access the U.S. Army Corps of Engineers (Corps) Jacksonville District Regulatory Division internet page to view the special and general conditions for SAJ-93 that apply specifically to this authorization. The internet URL address is:

## http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this internet address is case sensitive, you will need to enter it exactly as it appears above. Once there, you will need to click on "Source Book" and then "General Permits". Then you will need to click on the specific SAJ permit noted above. You must comply with all of the general conditions (Attachment B) of the permit and any project-specific conditions noted below or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

- As-Built Certification with X-Y-Z Coordinates: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form to the Corps. The drawings shall be signed and sealed by a surveyor licensed under Fla. Sta. § 472 and include the following:
  - a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) on 8½-inch by 11-inch paper. This as-built survey shall reflect the horizontal and vertical location (X-Y-Z coordinates in NAD 83 and NAVD 88, as applicable) of the channel bottom, side slopes, and other project areas (all dredged areas).
  - b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.
  - c. Include the Department of the Army permit number on all sheets submitted.
- 2. Assurances of Navigation: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 3. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.
- 4. Turbidity Monitoring: Prior to the initiation of any of the work authorized by this permit, the Permittee shall monitor turbidity levels at background and compliance locations to ensure water quality exceedances have not occurred. Monitoring shall be conducted as follows:
  - a. Frequency: Approximately every 6 hours during dredging beginning approximately 15 minutes after the commencement of dredging, and at any other time when an excessive turbidity plume is observed.
  - b. Location: Background At least 300 meters up-current of the dredge head, outside the influence of any visible turbidity plume, at med-depth. Compliance –

Not more than 150 meters down-current from the dredge and DMMA outfall location in the direction of flow, where the densest portion of the turbidity plume crosses the edge of the mixing zone, at mid-depth.

- c. Standards: Determined by comparing the turbidity level of the compliance sample (collected at the edge of the mixing zone) to the turbidity level of the corresponding background sample. Based on standard dredging operations within the area, the turbidity standard is 29 Nephelometric Turbidity Units (NTUs) above background.
- d. If turbidity levels exceed the standard levels, dredging operations SHALL immediately halt until turbidity decreases to meet the approved levels.
- 5. Dredged Material Disposal: The Permittee shall place all dredged material in a self-contained, upland disposal site, SL-2 DMMA. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.
- 6. Dredge Vessels: The Permittee agrees to utilize a shallow draft barge with a fully loaded draft of no more than 8 feet. All vessels shall operate within waters of sufficient depth (one-foot clearance from the deepest draft of the vessel to the top of submerged resources or submerged bottom, whichever is less) in a manner to preclude bottom scarring, prop dredging, or damage to the submerged resource or bottom.
- Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.
- Manatee Conditions: The Permittee shall comply with the enclosed "Standard Manatee Conditions for In-Water Work – 2011." Additionally, the Permittee shall not perform dredging activities within 500 feet (south of Hwy A1A bridge and north of the SL17 spoil island) of the Taylor Creek Important Manatee Area (IMA) between November 15 and March 31.
- 9. Post-Project Seagrass Survey: To ensure that no unauthorized impacts have occurred to the adjacent seagrass beds, the Permittee shall conduct a post-project seagrass survey of the location of where work vessels were moored and where inwater work occurred. The survey shall be conducted between June 1 and September 30 in the year of the work or the next consecutive year of the work, whichever occurs first. Such survey shall be submitted to: U.S. Army Corps of Engineers, Jacksonville District Regulatory Division Enforcement Branch, PO Box 4970, Jacksonville, Florida 32232-0019 or via email at cesaj-complydocs@usace.army.mil

This authorization does not obviate the necessity to obtain any other federal, state, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for SAJ-93 must qualify for an exemption under Fla. Stat. § 403.813(1) or Fla. Stat. § 373.406, or otherwise be authorized by the applicable permit required under Part IV of Fla. Stat. § 373, by the Florida Department of Environmental Protection (DEP), a

water management district under Fla. Stat. § 373.069, or a local government with delegated authority under Fla. Stat. § 373.441, and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Fla. Stat. § 253, and, as applicable, Fla. Stat. § 258. You should check state-permitting requirements with the DEP or the appropriate water management district.

This authorization does not include conditions that would prevent the "take" of a state-listed fish or wildlife species. These species are protected under Fla. Stat. § 379.411 and listed under Fla. Admin. Code 68A-27. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations for the above referenced RGP please contact Sarah Wilkinson, Project Manager, at the letterhead address, by email sarah.a.wilkinson@usace.army.mil or by phone at 561-472-3516.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our online Customer Service Survey (http://corpsmapu.usace.army.mil/cm\_apex/f?p=regulatory\_survey). Your input is appreciated.

Sincerely,

Alisa Zarbo

Alisa Zarbo Chief, Palm Beach Gardens Section

Enclosures: Attachment A: Project Location and Plans Attachment B: General Conditions

Attachment C: As-Built Certification Form

Attachment D: Permit Transfer Request Form

Attachment E: Sea Turtle and Smalltooth Sawfish Construction Conditions

Attachment F: Standard Manatee Conditions for In-Water Work with Poster

Copy Furnished:

- 1. Mark Crosley, mcrosley@aicw.org
- 2. Bill Aley, baley@taylorengineering.com



## **REQUEST FOR PROPOSAL**

## ESTABLISHMENT OF A LANDSCAPE BUFFER MATERIAL STORAGE AREA (MSA) 610/611 JUPITER, FLORIDA

## 1. BACKGROUND

The Florida Inland Navigation District (FIND) is a special State taxing district for the continued management and maintenance of the Federally-authorized Atlantic Intracoastal Waterway (ICW). As the local sponsor, FIND provides all the upland parcels, including right of ways, for the management of dredged materials removed from the waterway from Nassau through Miami-Dade. The parcels, referred to as Dredged Material Management Areas [DMMA] are either already constructed or are planned for construction. One specific parcel, Material Storage Area (MSA) 610/611, located in Jupiter, Florida behind the Bluffs subdivision, has no immediate plans for construction and has been leased to the Town of Jupiter (Town) for the past 30 years as a passive park. **Figure 1** shows the overall parcel and general location along the Intracoastal Waterway. As part of the 2016 renewed lease to the Town, FIND and the Town initiated a two-phased effort to 1) remove the invasive, exotic vegetation from the property and 2) establish a native landscape buffer along portions of the property along adjoining property lines in the River Bluffs community. **FIND is currently seeking proposals from qualified companies conduct Phase 2 – planting, watering, and establishment of the buffer.** 



Figure 1. Overall map showing location of MSA 610/611

## 2. SUMMARY OF WORK

Contractor shall provide all labor, equipment and materials to plant and establish a vegetative buffer in FIND-designated areas using native Florida trees, shrubs, and ground cover. Planting period is desired to begin no later than mid-June 2017. A preferred plant list and estimated quantities are provided in Table 1; additional and/or optional plant lists will be considered based on price, availability, size, and quality as proposed by Contractor. The buffer is approximately 1,500 ft. in total length and will be 10 to 25 ft. in width depending on the configuration of existing native vegetation, topographic sloping, and direction from FIND. The buffer will be planted at an offset approximately 5 to 25 ft. from the property line shared with the River Bluffs homeowners. Figure 2 shows the general areas that the buffer will be planted. Most areas have been fully cleared or contain sparse vegetation and are ready for planting. Some areas have some existing native vegetation where no planting will be done. Other areas with non-native vegetation will be cleared (fully or partially) by FIND and the Town prior to planting. If necessary, the Contractor may need to remove small areas of remaining vines or incidental vegetation from the areas. However, minimal site preparation is anticipated as part of this project. Contractor should use manual labor and hand trimming only in these areas. Contractor shall not damage other existing native vegetation.

Preferred Plant	Size	Quantity	
Cocoplum	3 gal	250	
Dune sunflower	1 gal	400	
Sea Grape	3 gal	250	
Spartina bakeri	1 gal	400	
Wax Mrytle <sup>*</sup>	3 gal	250	

**Table 1**. Preferred Plant List and Estimated Quantity

1. \*Alternative or in addition to: Green Buttonwood

Contractor shall acquire, transport, and deliver all necessary plants to the site. Due to current restrictions on vehicular traffic within the portions of the site, "a transport plan for access in restricted areas" should be established to ensure minimization of damage to existing vegetation and the protection of an established Gopher Tortoise population. Contractor should utilize existing mulch and material as much as possible for installation around planted vegetation. No grading or acquisition of mulch is anticipated.

The landscape establishment period will be 90 days and Contractor shall provide watering services using a proposed watering schedule, dependent on seasonal conditions and levels of precipitation. The water will be provided by and paid for by the Town from a metered hydrant.

Contractor may confirm the use of the provided water is suitable per standard landscape practices. During active watering, Contractor shall take precautions to avoid damage to recently planted materials, and utilize pre-determined access paths. Contractor should shall keep a record of watering and/or rain events during the establishment period.



Figure 2. General areas to be planted with a vegetative buffer in MSA 610/611

## 3. INSPECTIONS AND WARRANTY

FIND will make regular inspections during the planting activities and upon notice from Contractor on completion, FIND will conduct a substantial completion inspection to initiate the establishment period. One hundred (100%) of the plants must be in acceptable condition during this inspection. Following the 90-day landscape establishment period, eighty-five percent (85%) of all plants must be in acceptable condition for the establishment period to be deemed complete. Contractor shall remove and replace rejected plants with an equivalent healthy plant at no cost to FIND. FIND requires a warranty period of 180 days.

# 4. GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF A BID

Contractors should provide qualifications, three project summaries of similar scale, and three client references. Proposal should include proposed plants and quantities<sup>1</sup>, planting approach and schedule, a watering plan, transportation and an ingress/egress plan, and inspection/monitoring schedule. Prior to preparation of a bid, Contractors are encouraged to contact Mark Tamblyn, Field Projects Coordinator at 561-627-3386 or <u>mtamblyn@aicw.org</u> to schedule a time to visit and walk through the property with FIND staff.

Interested consulting firms shall submit brief proposals and price cost quote, electronically to Mark Tamblyn at <u>mtamblyn@aicw.org</u> with a carbon copy to Anne Laird at <u>amccarthy@aicw.org</u> by May 17, 2017 at 2:00 PM. Price quotes should be provided as two separate line items: 1) a fixed price for the entire planting effort (including materials, labor, etc.) plus a 10% performance bond and 2) a fixed price for each watering event with an estimated number of events and a not to exceed total costs associated with the

## 5. PROPOSAL AWARD

FIND staff will review and evaluate bids based on qualifications, experience, approach, and price. Staff will recommend a Contractor to the Board of Commissioners at the May 19, 2017 meeting for approval.

<sup>&</sup>lt;sup>1</sup> \*FIND visited several nurseries during the initial research for the proposed project. Although not a requirement for the project, FIND suggests that Contractor consider Erhardt Nurseries, located at 5099 2<sup>nd</sup> Rd. Lake Worth, Florida 33467 as an optional supplier for plant materials. A plant list with prices can be provided to Contractor if interested. Contractor should verify independently if prices and list are still current. As an added cost savings, Contractor should consider providing optional cost quote where FIND purchases plants directly through Erhardt Nurseries.



#### **MEMORANDUM**

TO:	Mark Crosley, Executive Director Florida Inland Navigation District
FROM:	Jon C. Moyle, Jr.
DATE:	May 9, 2017
RE:	Post Session Report on Florida Legislative Activity and Bills of Interest

The 2017 Legislative session ended its 2017 day regular session yesterday, three days after the scheduled conclusion of Friday, May 5. The House and Senate were not able to agree to a budget in time to end the session on day 60, and extended the session to finish the budget. This provides an update about a number of issues of interest to the Florida Inland Navigation District ("FIND"), briefly discusses the Senate confirmation process for recently appointed FIND commissioners and provides a general update on some other issues that have received considerable legislative attention this session.

## GENERAL OVERVIEW

The 2017 session ended with both the Senate President, Joe Negron (R-Palm City) and House Speaker Richard Corcoran (R-Lutz) achieving many of their priorities. Speaker Corcoran was successful in having an additional, third \$25,000 homestead exemption constitutional question being placed before the electorate in November of 2018, passing an extensive re-write of the K-12 education laws, and not providing Enterprise Florida with funds to lure new businesses to Florida and limiting Visit Florida to \$25,000,000 (last year it received \$75,000,000) to promote Florida. Senate President Negron secured significant additional

Page #108

Mark Crosley May 9, 2017 Page 2

funding for the state university system and passed legislation designed to reduce the impacts of Lake Okeechobee discharges on coastal water bodies and systems.

## TAX AND BUDGET UPDATE

The 2017-2018 general appropriation act passed yesterday evening and is still being reviewed. The state budget totaled \$82.4 billion dollars. Some key items of note include a pay raise for state employees, something that has not happened in many years, a small increase of .34 cents per student in kindergarten through 12<sup>th</sup> grade education funding, and \$50 million in funding for beach restoration projects, a significant increase over past years. A tax package also passed the legislature, with the chief component being a 2% reduction in the tax rate charged on commercial property leases.

#### **ISSUES AND BILLS OF INTEREST TO FIND**

The firm tracked a number of bills of likely interest to the district. Here is the final status of the bills:

<u>SB 1590 / HB 1213, Coastal Management</u>, addresses beach management and restoration, and include references to inlet management projects. Senator Jack Latvala, (R-Clearwater), who chairs the Senate Appropriations Committee, has made this topic a priority issue. Specifically, the bill revises the criteria to be considered by the Department of Environmental Protection in determining and assigning annual funding priorities for beach management and erosion control projects; revises the list of projects that are included as inlet management projects; revises the ranking criteria to be used by the department to establish certain funding priorities for certain inlet-caused beach erosion projects; revises requirements for the comprehensive long-term management plan; and requires that certain funds from the Land

Page #109

Mark Crosley May 9, 2017 Page 3

Acquisition Trust Fund to be used for projects that preserve and repair state beaches, etc.

## Status: Died

<u>SB 532 / HB 1065, Public Notification of Pollution,</u> changes the way in which incidents of pollution are reported. This legislation was prompted by two unexpected, large discharges, one involving a sinkhole that opened beneath a phosphate gypsum pond and the other involving the discharge of partially treated sewage into Tampa Bay. The Governor directed FDEP to undertake emergency rulemaking to require that the discharging permittee immediately notify the public, media and local elected officials should a future discharge take place. The rule was successfully challenged. This legislation would make some changes, but would not require the permittee to notify the public, the media and local officials as set forth in FDEP's proposed rule. The Senate bill is moving forward and will likely pass the Senate, but the House bill has not yet been heard in committee. If the legislation does not pass, the status quo remains. **Status: Passed** 

<u>SB 1262 / HB 1227, Boating in Salt Water,</u> prohibit minors under the age of 16 from operating a motor boat with an outboard engine greater than 10 horsepower or from operating a

sailboat larger than 16 feet. Neither bill has been heard in committee yet. Status: Died

<u>HB 7043 / SB 1338, Vessels</u>, address derelict vessels and detail conditions that suggest a vessel is derelict. The House bill restricts mooring in certain areas and provides that a vessel moored in certain areas for more than 10 days must provide proof that the vessel has on board, or has made arrangements for appropriate sewage treatment. The House bill also permits an owner of certain sovereign submerged lands to request from the Florida Fish and Wildlife Conservation Commission the ability to restrict boat traffic over privately-owned sovereign submerged lands which supports seagrass. **Status: Passed**  Mark Crosley May 9, 2017 Page 4

<u>SB 1750, Special Districts</u>, provides that special districts shall post on the internet the minutes of special district board meetings within 30 days of the approval of such minutes and that the posted minutes shall remain on district's website for at least one year. The bill also addresses the process by which community development special districts may be dissolved by referendum. There is no House companion bill. **Status: Died** 

<u>SB 278 / HB 139, Local Tax Referenda,</u> makes changes to the way in which discretionary sales surtaxes can be imposed. Specifically, the bills require that at least 60% of the electorate approve the increased sales tax and that the referendum be held during a primary or general election. This legislation is being monitored as others may wish to alter the way in which local ad valorem matters are considered. **Status: Died** 

HB 7063, Local Government Fiscal Responsibility, makes a number of changes to the way in which local governments funded with ad valorem revenues operate. For example, this bill imposes restrictions if more than 10% of an entity's budget is carried forward into the next fiscal year without being spent or otherwise committed. The bill does not have a Senate companion. Status: Died

HB 7065 Local Government Fiscal Transparency, among other things, contains a host of reporting requirements about past actions taken by local boards related to tax increases or tax increases that support debt issuances. There is no Senate companion to this bill. Status: Died

HB 7021, Local Government Ethics Reform, makes a number of changes to the way in which certain local governments, including special districts, conduct business. It requires that board members of special districts complete four (4) hours of ethics training annually, something that is currently required for constitutional officers and municipal officeholders, addresses

Page #111

Mark Crosley May 9, 2017 Page 5

situations in which a board member may have a continuing and recurring conflict of interest given the board members employment or contractual obligations, requires that lobbyists seeking to appear before a special district board must be duly registered with the state (Florida Commission on Ethics), and requires that a special district board member must disclose a voting conflict before such vote and refrain from participating in the matter for which the conflict is disclosed. The legislation has passed the House, but does not have a Senate companion bill. **Status: Died** 

## **CONFIRMATION INFORMATION**

The Governor previously appointed Commissioners Blow, Cuozzo, Gernett and Williams. I understand that the Florida Secretary of State did not receive the necessary paperwork before the end of the session to provide the appointments to the Senate. Those appointed members can continue to serve and should transmit all necessary paperwork to the Florida Secretary of State as soon as possible. The appointees will be considered during the 2018 regular legislative session, which begins in January of 2018.

#### **CONCLUSION**

This session was not marked by the passage of scores of bills. Many important issues, like worker's compensation reform, implementation of the constitutionally passed medical marijuana provision, and gaming reform were considered but did not pass. The additional \$25,000 homestead exemption for the portion of homesteaded property valued between \$100,000 and \$125,000 contained in HJR 7105, which passed, will affect all local governments, including special districts (but not schools) should voters approve the constitutional referendum in November of 2018.

Mark Crosley May 9, 2017 Page 6

I trust that this report updates you on issues of interest to FIND. As always, if you have any questions or need further information, please let me know.

## Alcalde & Fay

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

May 3, 2017

#### MEMORANDUM

**TO:**Mark Crosley, Executive DirectorJanet Zimmerman, Assistant Executive Director

**FROM:** Jim Davenport

## SUBJECT: Federal Legislative Report

On Monday, congressional appropriators released details of a \$1.16 trillion bipartisan spending package (Consolidated Appropriations Act, 2017), which incorporates the 11 remaining annual appropriations bills into one "Omnibus" spending bill funding the government through the remainder of Fiscal Year (FY) 2017 which ends on September 30, 2017. The 1,665 page spending bill includes funding levels which reflect the increased discretionary funding caps for FY 2017 as established by the Bipartisan Budget Act of 2015 (BBA).

Although some members of Congress, from both parties, have expressed displeasure with the Omnibus bill and may ultimately vote against it, the spending package is expected to be cleared by the House and Senate with strong bipartisan support by the end of the week. The President has indicated he will sign the bill into law once it is approved by Congress, and a final FY 2017 continuing resolution (CR) passed last week has extended the current deadline for signing an agreement until May 5, 2017, providing limited time for the Omnibus to receive floor consideration and votes in both Chambers.

The Army Corps of Engineers is funded at \$6.04 billion, an increase of \$49 million above the fiscal year 2016 enacted level and \$1.4 billion above President Obama's budget request.

Of importance to the Florida Inland Navigation District, the bill includes \$850,000 for the Intracoastal Waterway that was requested by the Administration (see attached). The bill also includes, under the Additional Funding for Ongoing Work section, \$24.365 million for Navigation Maintenance, \$46.5 million for Inland Waterways and \$49 million for Small, Remote or Subsistence Navigation (see attached). These accounts are utilized by the Corps during the creation of the FY 2017 Work Plan, to fund maintenance dredging projects for low commercial use waterways and harbors.

As you know, we have been working with your congressional delegation to obtain their support in securing funding in the FY 2017 Work Plan for FIND's Intracoastal Waterway projects. A letter was sent to Sec. Darcy on December 21 and we sent a copy of the letter to you the following day. The letter was led by Representatives Lois Frankel, and supported by Representatives Alcee Hastings, Bill Posey, Debbie Wasserman Schultz, Ted Deutch, Patrick Murphy, and Carlos Curbelo. We emailed a copy of the letter to Stacey Brown, Deputy Chief for the South Atlantic Division Regional Integration Team.

Upon the enactment of the omnibus, which should occur this week, the Corps will have 45 days to finalize Work Plan. We will continue to monitor progress on the Work Plan and weigh in with the Corps accordingly.

## CORPS OF ENGINEERS - OPERATION AND MAINTENANCE (AMOUNTS IN THOUSANDS)

(**************************************		
	BUDGET	FINA
	REQUEST	BIL
PROJECT CONDITION SURVEYS, DC	25	2
WASHINGTON HARBOR, DC	25	2
FLORIDA		
CANAVERAL HARBOR, FL	4,069	4,06
CENTRAL & SOUTHERN FLORIDA, FL	14,889	14,88
INSPECTION OF COMPLETED WORKS, FL	1,272	1,27
NTRACOASTAL WATERWAY, JACKSONVILLE TO MIAMI, FL	850	85
IACKSONVILLE HARBOR, FL	7,280	7,28
IIM WOODRUFF LOCK AND DAM, LAKE SEMINOLE, FL, AL & GA	6,506	6,50
MANATEE HARBOR, FL	500	50
MIAMI HARBOR, FL	100	10
OKEECHOBEE WATERWAY, FL	2,790	2,79
PALM BEACH HARBOR, FL	3,330	3,33
PENSACOLA HARBOR, FL	1,915	1,91
PORT EVERGLADES HARBOR, FL	300	30
PROJECT CONDITION SURVEYS, FL	1,425	1,42
REMOVAL OF AQUATIC GROWTH, FL	3,130	3,13
SCHEDULING RESERVOIR OPERATIONS, FL	33	3
SOUTH FLORIDA ECOSYSTEM RESTORATION, FL	299	29
FAMPA HARBOR, FL	8,715	8,71
WATER/ENVIRONMENTAL CERTIFICATION, FL	165	16
GEORGIA		
ALLATOONA LAKE, GA	7,925	7,92
APALACHICOLA, CHATTAHOOCHEE AND FLINT RIVERS, GA, AL & FL	1,026	1,02
ATLANTIC INTRACOASTAL WATERWAY, GA	181	18
BRUNSWICK HARBOR, GA	4,528	4,52
BUFORD DAM AND LAKE SIDNEY LANIER, GA	9,823	9,82
CARTERS DAM AND LAKE, GA	7,724	7,72
HARTWELL LAKE, GA & SC	11,343	11,34
NSPECTION OF COMPLETED WORKS, GA	227	22
STROM THURMOND LAKE, GA & SC	18,399	18,39
PROJECT CONDITION SURVEYS, GA	128	12
RICHARD B RUSSELL DAM AND LAKE, GA & SC	7,842	7,84
AVANNAH HARBOR, GA	23,527	23,52
AVANNAH RIVER BELOW AUGUSTA, GA	137	13
VEST POINT DAM AND LAKE, GA & AL	8,450	8,450
HAWAII		
BARBERS POINT HARBOR, HI	319	26
ILO HARBOR, HI	400	
IONOLULU HARBOR, HI	400	
NSPECTION OF COMPLETED WORKS, HI	600	600
IAWILIWILI HARBOR, HI		

#### CORPS OF ENGINEERS - OPERATION AND MAINTENANCE (AMOUNTS IN THOUSANDS)

(**************************************		
	BUDGET	FINAL
	REQUEST	BILL
REMAINING ITEMS		
ADDITIONAL FUNDING FOR ONGOING WORK		
		24,365
DEEP-DRAFT HARBOR AND CHANNEL		268,000
DONOR AND ENERGY TRANSFER PORTS		28,000
INLAND WATERWAYS		46,500
SMALL, REMOTE, OR SUBSISTENCE NAVIGATION		49,000
OTHER AUTHORIZED PROJECT PURPOSES		40,000
AQUATIC NUISANCE CONTROL RESEARCH	675	675
ASSET MANAGEMENT/FACILITIES AND EQUIP MAINT (FEM)	3,250	3,250
BUDGET MANAGEMENT SUPPORT FOR O&M BUSINESS PROGRAMS		
STEWARDSHIP SUPPORT PROGRAM	950	950
PERFORMANCE-BASED BUDGETING SUPPORT PROGRAM	4,200	4,200
RECREATION MANAGEMENT SUPPORT PROGRAM	1,550	1,550
OPTIMIZATION TOOLS FOR NAVIGATION	322	322
CIVIL WORKS WATER MANAGEMENT SYSTEM (CWWMS)	10,000	10,000
COASTAL INLET RESEARCH PROGRAM	2,700	2,700
COASTAL OCEAN DATA SYSTEM (CODS)	2,500	6,000
CULTURAL RESOURCES (NAGPRA/CURATION)	1,500	1,500
DREDGE MCFARLAND READY RESERVE	11,690	11,690
DREDGE WHEELER READY RESERVE	15,000	15,000
DREDGING DATA AND LOCK PERFORMANCE MONITORING SYSTEM	1,119	1,119
DREDGING OPERATIONS AND ENVIRONMENTAL RESEARCH (DOER)	6,450	6,450
DREDGING OPERATIONS TECHNICAL SUPPORT PROGRAM (DOTS)	2,820	2,820
EARTHQUAKE HAZARDS REDUCTION PROGRAM	100	100
FACILITY PROTECTION	3,500	4,000
FISH & WILDLIFE OPERATING FISH HATCHERY REIMBURSEMENT	5,400	5,400
GREAT LAKES TRIBUTARY MODEL	600	600
HARBOR MAINTENANCE FEE DATA COLLECTION	795	795
INLAND WATERWAY NAVIGATION CHARTS	4,500	4,500
INSPECTION OF COMPLETED FEDERAL FLOOD CONTROL PROJECTS	30,500	30,500
INTERAGENCY PERFORMANCE EVALUATION TASK FORCE/HURRICANE		
PROTECTION DECISION-CHRONOLOGY (IPET/HPDC) LESSONS LEARNED		
IMPLEMENTATION	2,000	2,000
MONITORING OF COMPLETED NAVIGATION PROJECTS	2,300	8,000
NATIONAL COASTAL MAPPING PROGRAM	6,300	6,300
NATIONAL DAM SAFETY PROGRAM (PORTFOLIO RISK ASSESSMENT)	10,000	10,000
NATIONAL EMERGENCY PREPAREDNESS PROGRAM (NEPP)	4,500	4,500
NATIONAL (LEVEE) FLOOD INVENTORY	5,000	5,000
NATIONAL (MULTIPLE PROJECT) NATURAL RESOURCES MANAGEMENT		
ACTIVITIES	5,000	5,000
NATIONAL PORTFOLIO ASSESSMENT FOR REALLOCATIONS	800	800
REGIONAL SEDIMENT MANAGEMENT PROGRAM	1,800	1,800
RESPONSE TO CLIMATE CHANGE AT CORPS PROJECTS	6,000	6,000
REVIEW OF NON-FEDERAL ALTERATIONS OF CIVIL WORKS PROJECTS (SECTION		
408)	3,000	3,000
SUSTAINABLE RIVERS PROGRAM (SRP)	400	400