

# **PRELIMINARY AGENDA**

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

**9:00 a.m., Saturday, August 20, 2016**

**Hampton Inn & Suites  
611 20<sup>th</sup> Place, Vero Beach,  
(Indian River County), FL 32960-5496**

### **Item 1.      Call to Order.**

Chair Cuozzo will call the meeting to order.

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### **Item 2.      Pledge of Allegiance.**

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

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### **Item 3.      Roll Call.**

Secretary Donaldson will call the roll.

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### **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.

(Please see back up pages following the **COLOR** page)

RECOMMEND:      Approval of the Consent Agenda.

- a) Keep Indian River Beautiful, Inc. Waterway Cleanup Program Funding Request, Indian River County, FL.
  - b) Keep Martin Beautiful, Inc. Waterway Cleanup Program Funding Request, Martin County, FL.
  - c) City of Fort Lauderdale Small-Scale Derelict Vessel Removal Program Application, Broward County, FL.
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### **Item 5.      Additions or Deletions.**

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

RECOMMEND:      Approval of a final agenda.

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**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.*

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**Item 7.      Board Meeting Minutes.**

The minutes of the following meetings are presented for approval.

- July 22, 2016 – Finance & Budget Committee Mtg. (Please see back up pages 6-14)
- July 22, 2016 – Board Meeting (Please see back up pages 15-36)

RECOMMEND:      Approval of the minutes as presented.

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**Item 8.      Staff Report on Indian River County Area Projects.**

Staff will present a report on the District's Indian River County area projects.  
(Please see back up pages 37-53)

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**Item 9.      Scope of Work and Fee Quote for Engineering Design and Permitting services for Dredged Material Management Area M-8, St. Lucie County, FL.**

Dredged Material Management Area (DMMA) M-8, located near the border of Martin and St. Lucie Counties, will be required to dredge SL Reach II in southern St. Lucie County. Hydrographic surveys have indicated this dredging reach is in need of maintenance dredging. This area has not been dredged in over 40+ years. Note, currently SL Reach I is scheduled to be maintenance dredged in early 2017, with the material to be placed in the previously constructed DMMA SL-2.

DMMA M-8 is a heavily-wooded site and is expected to have numerous environmental considerations. Taylor Engineering has provided a scope and cost proposal in the amount of \$256,201.50 to complete the design, engineering and permitting for this site. Staff has reviewed the cost-plus not to exceed proposal and found it to be reasonable for this work.

(Please see back up pages 54-68)

RECOMMEND:      Approval of a scope of work and fee quote in the amount of \$256,201.50 from Taylor Engineering for design, engineering and permitting of Dredged Material Management Area M-8, St. Lucie County, FL

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**Item 10.**      **Regulatory Plan for Rule Adoption.**

Florida Statute 120.74 requires that the District prepare a regulatory plan to include a listing of each law the District expects to implement by rulemaking prior to July 1, 2017. Pursuant to this statute, staff has prepared a plan for the Board's review and approval. The plan must be submitted prior to October 1, 2016.

(Please see back up pages 69-71)

RECOMMEND      Approval of the District's Regulatory Plan for FY 2016-17.

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**Item 11.**      **Assistance Projects Extension Requests.**

Several Project Sponsors have requested extensions of their FY 2014-15 project agreements. By law and in accordance with the District program rules, these agreements can be extended for one (1) additional year (Revised expiration date: September 30, 2017).

(Please see back up pages 72-97)

RECOMMEND:      Approval of the requested project agreement extensions for one additional year.

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**Item 12.**      **Lease Agreement with City of Pompano Beach for Public Accessibility at MSA 726, MSA 726-B and MSA 726-C, (also known collectively as Exchange Club Park), Broward County, FL.**

On August 25, 1981, the Florida Inland Navigation District (District) entered into a 25-year lease agreement with the City of Pompano Beach for limited public at MSA 726, MSA 726-B and MSA 726-C. These three parcels contain approximately 14 acres that are owned by the District and known collectively as "Exchange Club Park". A Lease Extension Agreement (No. 1) was executed on January 23, 2007. Another Lease Extension Agreement (No. 2) was executed on February 11, 2012. The City of Pompano Beach has operated a passive recreational area with a sandy beach area and wooded trail at this site for numerous years, allowing public access to the upland and the Intracoastal Waterway.

The site is identified as a primary Dredged Material Management Area (DMMA) in the District's Long-Range Dredged Material Plan. The site has recently been regraded and a vegetated perimeter buffer is being established. The interior of the site remains open and available to manage dredged material. Staff has worked with the District's attorney to draft a proposed 5-year lease agreement with additional provisions for maintenance and invasive plant removal.

(Please see back up pages 98-118)

RECOMMEND:      Approval of a 5-year lease agreement with the City of Pompano Beach for passive recreational use of MSA 726, Broward County, FL.

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**Item 13.**      **Temporary Access Agreement for Dredged Material Management Area O-7, Martin County, FL.**

The U.S Army Corps of Engineers (USACE) is initiating construction of Dredged Material Management Area (DMMA) O-7 in Martin County. The proposed construction of the site also includes a permanent access road over South Florida Water Management District (SFWMD) property adjacent to the Okeechobee Waterway (OWW). The SFWMD property that includes the permanent roadway access is currently heavily wooded and contains environmental concerns, including numerous gopher tortoises.

At staff's request, the USACE delayed receipt of bids for this project to allow staff time to negotiate with the adjacent property owners (Brevard Harbor's Edge, LLC.) to utilize an existing access roadway to the DMMA O-7 site. This alternate roadway would provide significant cost and time savings to the District by providing an alternative access to the site other than the construction of the proposed permanent roadway.

The District's attorney has drafted an agreement that appears to be acceptable to all parties involved. This agreement would provide adequate time (three years) to construct and utilize DMMA O-7, while allowing for a continuation of the agreement with both parties' consent. A one-year cancellation notice is included to allow the District time to bid and construct the permanent roadway should the adjacent owners decide to terminate the agreement.

(Please see back up pages 119-130)

RECOMMEND:      Approval of a temporary lease agreement with Brevard Harbor's Edge, LLC for alternate roadway access to DMMA O-7, Martin County, FL.

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**Item 14.**      **Agreement with City of Cocoa for a Permanent Waterline Utility Easement Located on the Boundary of Dredged Material Management Area BV-11, Brevard County, FL.**

The City of Cocoa has requested a ten (10) foot-wide utility easement along the western boundary of Dredged Material Management Area (DMMA) BV-11 in Brevard County. This non-exclusive easement would allow the City to establish a needed waterline along the western boundary of the District's property and provide for pre-established ingress, egress and pipeline access to BV-11. In addition, the District will have access to water at this site should it be desirable in the future.

The District Engineer and District's attorney have reviewed and approved the document as presented. In addition, staff and the District Engineer will review the construction progress and as-built drawings to assure compliance with the terms of the agreement.

(Please see back up pages 131-143)

RECOMMEND:      Approval of a permanent, non-exclusive ten-foot utility easement for waterline access 5-year lease agreement with the City of Pompano Beach for passive recreational use of MSA 726, Broward County, FL.

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**Item 15.      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:      Approval of the recommendations of the District's Finance and Budget Committee.

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**Item 16.      Washington D.C. Report.**

The District's federal governmental relations firm has submitted a status report concerning activity on the District's federal issues.

*(Please see back up pages 144-145)*

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

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**Item 17.      Additional Staff Comments and Additional Agenda Items.**

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**Item 18.      Additional Commissioners Comments.**

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**Item 19.      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.*

**MINUTES OF THE  
FLORIDA INLAND NAVIGATION DISTRICT**

**Finance and Budget Committee Meeting**

**8:45 a.m., Friday, July 22, 2016**

**Hampton Inn & Suites**

**19 South Second Street**

**Fernandina Beach, Nassau County, Florida 32034**

**ITEM 1.      Call to Order.**

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

**ITEM 2.      Roll Call.**

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

**ITEM 3.      Additions or Deletions.**

Acting Committee Chair Blow asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the agenda. He stated that staff has distributed the updated Interest and Term of Funds Report, July 20, 2016.

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

**ITEM 4. Public Comments.**

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

**ITEM 5. Financial Statements for May 2016.**

Mr. Crosley presented the District's financial statements as of May 31, 2016.

Mr. Crosley stated that as the District's investments mature, staff has reinvested the funds at slightly higher interest rates. Two Bank United CD's matured in May and were renewed for 18 months at 0.90%. The Bank United Money Market accounts are receiving 0.65% interest.

Mr. Crosley referred to the Current Year Fund Balance and noted that the District spent \$192,329.72 more in funds than was taken in. These expenditures were expected because of the large projects the District has taken on this year. Funding has been disbursed for the Broward IWW Deepening project, and the IWW Deepening Palm Beach County North project, which has been completed.

Mr. Crosley stated projects with the U.S. Army Corps of Engineers (USACE) are paid for in advance, before the project is bid, and reimbursements are disbursed to the District upon project completion. Funding for the DMMA O-7 project has been sent to the USACE. Funding was also provided to the USACE for the dredging of the St. Augustine and Matanzas Inlets.

Commissioner Sansom asked about the funds that are On Demand. Mr. Crosley stated that those funds are invested in Money Markets and are not CD's. The On Demand funds do not have a contract or time requirement and can be withdrawn at anytime. Staff invests in whatever banking product gives the best interest rate.

Mr. Crosley stated that the District's current expenses as of May 31, 2016 are \$22 million. That amount is more than usual and will continue to increase. Staff plans to spend approximately \$11 million more this Fiscal Year than revenue collected. It is expected that the District will spend approximately \$31 million by year-end. 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 May 31, 2016. The motion was seconded by Commissioner Sansom. Acting Committee Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 6.      May 2016 Budget Summary and Project Status Expenditure Reports.**

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for May 31, 2016. All projects are on track. He asked for questions. There were none.

**ITEM 7.      Delegation of Authority Report.**

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that five (5) actions were taken from June 7, 2016 to July 11, 2016.

Mr. Crosley stated that these items are for general engineering, environmental services and survey work. A soil sample was completed on MSA 617 and nothing was found. He asked for questions, there were none.

**ITEM 8.      Tentative Budget for FY 2016 - 2017.**

Mr. Crosley stated that staff has prepared a Tentative FY 2016-2017 budget for Committee review and approval to the full Board. The tentative budget must be approved at this meeting to comply with public notification requirements and scheduling. The

tentative budget can be amended in the future at the District's two tax and budget hearings. However, following approval today, the millage rate cannot be increased, only decreased.

Mr. Crosley stated that the District's original FY 2016-2017 tentative budget was \$6 million more in spending than available funding. Staff went through that budget, made cuts and balanced the proposed budget. The budget presented today represents a detailed analysis of the District's anticipated revenues and expenditures for the upcoming year. The District has proposed to establish its tax millage rate at 0.320 mills which is the same as last year's millage rate. If the millage rate is rolled back, projects may have to be cut. This is the 19<sup>th</sup> year in a row that the District has reduced or kept its millage rate the same. Total new tax revenue is projected to be approximately \$24.2 million. This is approximately \$1.8 million in projected additional tax revenue based on the same millage rate as the previous fiscal year.

Commissioner Sansom asked about last year's rollback. Mr. Crosley stated that last year's rollback reduced the District's revenue by \$2 million. Last year's rollback not only affected last year's budget, it is also affecting this year's budget. This FY 2016-2017 tentative budget is very lean. If the Board votes to rollback the millage rate this year, projects may have to be cut.

Mr. Crosley stated that the District will have an estimated cash balance at the beginning of the year of \$58.3 million. This represents up to three fiscal years of uncompleted Assistance Program (grant) projects, contracted or delayed capital and management projects that were not completed during the previous fiscal year, plus unexpected revenues and reallocated funds for projects that came in under budget or no

longer will be constructed. New revenue of \$24.6 million will include approximately \$24.2 million in taxes and \$400,000 in investment income.

Mr. Crosley stated that the FY 2016-2017 budget includes proposed new expenditures of approximately \$30.3 million in the following categories: Administration \$1.2 million; Operations \$6.6 million; Capital Programs \$2.8 million; Waterways Assistance Program Projects \$13 million; Cooperative Assistance Program Projects \$5.8 million; Public Information Program \$102,000 and; \$700,000 for Tax Collection and Property Appraisers Commissions. Approximately \$5.5 million of these new expenditures are financed with reallocated funds from the previous year's budget, based upon project cost savings and projects that did not move forward.

Mr. Crosley stated that the District's FY 2016-2017 budget continues approximately \$52.6 million in programs and projects that were budgeted in previous years. These continued projects include: Capital Program projects \$6.4 million; Operations Projects \$19.1 million; Waterways Studies \$1.4 million; Waterways Assistance Program Projects \$22.3 million; Cooperative Assistance Program Projects \$2.7 million and the Public Information Program \$153,015.

Mr. Crosley stated that Administrative expenditures are \$1.2 million which is 1.5% of the total budget. All Administrative line items were reviewed for cost savings.

Mr. Crosley stated that the expenditures for operations are proposed to be \$25.8 million this year. This includes \$6.6 million in new expenses and \$19.2 million in continued projects. Continued Atlantic Intracoastal Waterway (AIWW) and Intracoastal Waterway (IWW) maintenance dredging projects include projects in Nassau, St. Johns, Flagler, St. Lucie, Palm Beach and Broward Counties. The budget includes \$5.5. million

this year for new dredging projects. The deepening project for the IWW in Broward County will be completed in FY 2017.

Mr. Crosley stated that the District will also continue its maintenance and management program of permanent Dredged Material Management Areas (DMMA's), with projects involving mowing and general site upkeep, fencing, the revegetation of buffer areas, the installation of monitoring wells, and the monitoring of groundwater and other site conditions.

Mr. Crosley stated that the District will continue to set aside \$1 million in funding to assist in the reconstruction of waterway projects damaged by the future hurricanes. Funding is also provided for cooperative Waterway Cleanup Projects throughout the District, the Small-Scale Spoil Island Enhancement and Restoration Program, and the Small-Scale Derelict Vessel Removal Program.

Mr. Crosley stated that expenditures for Capital Program projects are proposed to be \$9.3 million this year. For FY 2016-2017, design and permitting continues on DMMA BV-24A to facilitate the proposed property exchange with Brevard County. DMMA DU-9 in Duval County will be expanded to its original design capacity following resolution of the previous contamination issues at that site. DMMA BV-4B in Brevard County will be constructed for IWW maintenance dredging, and DMMA O-7 will be constructed for future Okeechobee Waterway (OWW) maintenance dredging.

Secretary Donaldson asked about the \$409,000.00 in tax revenue due to be collected in FY 2015-2016. Mr. Crosley stated that the District continues to receive those funds and full collections are expected by the end of October of 2016.

Commissioner Sansom asked about the DMMA O-7 project construction budget of \$5 million and the proposed \$6.5 million in expenditures. Mr. Crosley stated that the additional costs were due to anticipated new road construction. The property owner's manager of the property adjacent to DMMA O-7 has contacted the District regarding the District's use of their road and negotiations are ongoing. Additional funding for this project may change upon finalization of the road use negotiations.

Mr. Crosley stated that the expenditures for Waterway Studies are proposed to be approximately \$1.4 million this year. The District is updating the economic study pertaining to the Atlantic Intracoastal Waterway (AIWW), the Intracoastal Waterway (IWW) and the Okeechobee Waterway (OWW) within the twelve-member counties.

Mr. Crosley stated that there are two Interlocal agreements currently continuing in the budget this year, totaling \$465,441.

Mr. Crosley stated that the expenditures for the Waterways Assistance Program (WAP) are anticipated to be \$35.3 million this year. The District proposes to participate in 60 new assistance projects with local governments to improve the waterway and increase the public's enjoyment and access. The total cost of the new projects is estimated to be \$26 million. The District will pay approximately \$13 million, or 50% of the total project costs. Approximately 120 existing projects that are underway will be extended into the new fiscal year. These projects total approximately \$22.3 million.

Mr. Crosley stated that if the District does a roll-back rate it would affect the District's entire budget and next year the Assistance Program budget would be a set budget and project funding will be available based on scores. Most counties would receive a 7% decrease in available funding.



Commissioner Blow stated that could be a problem for local government with Phase I applications, who have already spent money for design, engineering and permitting of a project. Upon applying for Phase II funding, the program could be cut back and their Phase II project may not get funded. Mr. Crosley answered, that is correct. He stated that this has been done in years past. The applicants are asked if the District funds the project for less funding then requested, could the project move forward and most applicants say yes.

Mr. Crosley stated that the expenditures for the Cooperative Assistance Program (CAP) are anticipated to be \$5.8 million this year. The District proposes to participate in five new CAP projects with State and Federal agencies.

Mr. Crosley stated that the expenditures for the Public Information Program are proposed to be \$255,000 this year. Last year the District distributed over 10,000 brochures and manuals on the waterway, manatee & boating safety speed zones, hurricane preparedness for vessels, bridge opening schedules and clearances, spoil island usage, boating safety and channel conditions. As printed material lessens in prominence, the District will continue to develop educational materials about the District and distribute the information utilizing technological advancements and alternative communications. He stated that the Communications Budget will be increased for a much needed update to the District's website. Twelve Community Outreach Events are planned during the year. Additionally, public noticing of District meetings and projects will continue along with record management projects and the District's ongoing effort to update to electronic filing.

Commissioner Sansom made a motion to approve a recommendation to the full Board of the Tentative Budget and the FY 2016-2017 Millage Rate of 0.320. The motion

was seconded by Secretary Donaldson. Acting Committee Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed unanimously.

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

Acting Committee Chair Blow asked if there were any additional agenda items or staff comments.

Mr. Crosley stated that the District's current meeting schedule calls for the first FY 2016-2017 Tax and Budget Hearing to be held on the evening of Thursday, September 8, 2016 in Palm Beach County, in association with the Board's September 9<sup>th</sup> Board meeting. He stated that the meeting will be held at 5:30 p.m. at the Juno Beach Town Hall, 340 Ocean Drive, Juno Beach, Florida 33408. He stated that the Final Tax and Budget Hearing would then become the stand alone tax hearing in late September. The committee concurred.

**ITEM 10. Additional Commissioners Comments.**

Acting Committee Chair Blow asked if there were any additional Commissioner comments. There were none.

**ITEM 11. Adjournment.**

Acting Committee Chair Blow stated that hearing no further business the meeting was adjourned at 9:41 a.m.

**MINUTES OF THE  
FLORIDA INLAND NAVIGATION DISTRICT**

**Board of Commissioners Meeting**

**9:00 a.m., Friday, July 22, 2016**

**The Hampton Inn and Suites**

**19 South Second Street**

**Fernandina Beach, Nassau County, Florida 32034-4201**

**ITEM 1.      Call to Order.**

Chair Cuozzo called the meeting to order at 9:47 a.m.

**ITEM 2.      Pledge of Allegiance.**

Chair Cuozzo led the Pledge of Allegiance to the Flag of the United States of America.

**ITEM 3.      Roll Call.**

Secretary Donaldson called the roll and Chair Cuozzo, Vice-Chair Netts, and Commissioners Blow, Crowley, Dritenbas, Isiminger, and Sansom were present. Secretary Donaldson stated that a quorum was present. Treasurer McCabe, and Commissioners Chappell, O'Steen and Williams were absent.

**ITEM 4.      Consent Agenda.**

Chair Cuozzo asked if there were any comments or questions regarding the Consent Agenda. There were none.

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

**ITEM 5.      Additions or Deletions.**

Chair Cuozzo asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that staff transmitted corrected Item 14 electronically to commissioners and also distributed the corrected information.

Mr. Crosley stated that because there was not a quorum for the Public Relations Committee meeting, he would like to change Item 18 of the agenda from a report to: Item 18, Public Relations Committee Agenda.

Vice-Chair Netts made a motion to approve the final agenda as corrected and amended. The motion was seconded by Commissioner Dritenbas. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 6.      Public Comments.**

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

**ITEM 7.      Board Meeting Minutes.**

Chair Cuozzo asked if there were any comments or questions regarding the June 17, 2016 Finance and Budget Committee Minutes and the Board Meeting Minutes and the June 18, 2016 Board Meeting Minutes.

Commissioner Isiminger referred to the June 17, 2016 Board Meeting Minutes, Item 10.09, paragraph 4 to read: "may" require instead of "will" require.

Commissioner Blow referred to the June 17, 2016 Board meeting Minutes, Item 10.09, paragraph 11 to add: He does not feel that a continuous fender system is needed and that would save project funding.

Commissioner Blow referred to the June 18, 2016 Board meeting Minutes, Item 10.45, paragraph 3 to change: the wording in the first sentence from “the most” to “a very” and from “most” to “heavily”.

Vice-Chair Netts made a motion to approve the June 17 and June 18, 2016 Meeting Minutes, as amended. The motion was seconded by Commissioner Isiminger. Chair Cuzzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 8.      Comments from the U.S. Army Corps of Engineers.**

Ms. Shelley Trulock, the Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (USACE), stated that the contract for construction of DMMA O-7 was advertised on May 9, 2016. During the site visit it was determined that the utilization of the existing road owned by the adjacent property owner would benefit to the project. FIND staff has been working with the property owner to obtain an agreement for that use. The construction contract will not be negotiated until the FIND staff has completed negotiations with the property owner. The construction contract would then be amended, if necessary.

Mr. Crosley stated that he has been in negotiations with the property owner and has a conference call scheduled for Monday, July 25<sup>th</sup>.

Ms. Trulock 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 suggested that the USACE 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. In order 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. The work order will be presented to the FIND Board in January /February 2017.

Ms. Trulock stated that \$2.6 million of Work Plan funding will go towards the St. Augustine and Matanzas IWW dredging projects. Development of the Plans and Specifications for the St. Augustine and Matanzas reaches of the IWW have been completed and certified. She stated these projects will be moved up because Work Plan funding cannot be carried forward. The land use agreement for placement of material within Anastasia State Park has been approved by FDEP Parks and the permit modification has been received. The permanent easements for Summerhaven beach placement have been approved by St. Johns County. The projects are planned for advertisement next week. This contract will be an invitation to bid, so the contractor will be local. The contract will be awarded by the end of September 2016.

Ms. Trulock stated that the Plans and Specifications for construction of DMMA O-23 kicked off on May 16, 2016. NEPA activities were started on November 16, 2015 and are extensive. There is a federally listed plant, reindeer lichen, which grows in scrub areas and is present on the site. There are about 10 to 20 square feet of the species on the site that will have to be relocated out of the construction area. The USACE team has verified that the land adjacent to this site is compatible as a relocation area for the reindeer lichen. An

FDEP exemption will be obtained since this is upland construction. Project design concepts will be the same as DMMA O-7. Efforts for this project will be kicked off in October of 2016.

Ms. Trulock stated that there is approximately 10,000 cubic yards of problematic shoal within the Crossroads reach of the IWW. The plans are to utilize a Corps Hopper dredge to remove this small quantity. FDEP in Tallahassee has permitted the modification of the existing permit held by Martin County to allow for IWW dredged material to be placed into the settling basin within the St. Lucie Inlet. Martin County would then use the material for beach placement south of the inlet. This project will be funded with Federal funding.

Commissioner Crowley asked about the Baker's Haulover dredging. Ms. Trulock stated that Baker's Haulover project will be added to the USACE's next update to the Board. The plan is the contractor for the Miami Shore Protection project will dredge Baker's Haulover and use it as a barrow pit for sand placement for the Miami Shore Protection project.

Commissioner Isiminger stated that using existing sand transfer facilities for placement of dredged material for beach nourishment is the smart thing to do. Ms. Trulock stated that when the USACE travels to Atlanta to discuss these projects, they can demonstrate that inland waterway sand source projects that provide material to shore protection projects and help reduce the amount of material mined offshore, produce multiple project benefits.

**ITEM 9.      Staff Report on Nassau County Area Projects.**

Mr. Crosley stated that the District completed Phase I of the Dredged Material Management Plan (DMMP) for the approximately 26 miles of Atlantic Intracoastal Waterway (AIWW) in Northeast Florida in 1986. Phase II of the Dredged Material Management Plan (DMMP) was completed between 1986 and 2010. The DMMP was updated in 2007 in response to public and legislative concerns and the dredging reach boundaries were slightly altered. In 2014/15, the AIWW Centerline Survey identified an area between the authorized AIWW channel and the Fernandina Harbor Project that was not being actively managed or maintained for navigation. The DMMP was again updated in 2015/16 in response to this additional area of dredging responsibility, known as the Fernandina Harbor Project (FHP). This area south of Fernandina Marina requires a DMMP update and has been identified as Reach FHP. This new section will increase the District's dredging responsibility in Nassau County. Over the next 50 years, 1.3 million cubic yards of material will need to be dredged from the approximately 15 miles of AIWW in Nassau County to maintain its navigability. The Plan designates that dredged material from Dredging Reach I, which is not beach quality, will be managed at Dredged Material Management Area (DMMA) NA-1 on Crane Island. Dredged material from Dredging Reach II, which is beach quality, will continue to be placed on the Amelia Island State Park beach.

Mr. Crosley stated that the design, engineering, and permitting of this upland dredged material management site was initiated in 2008 and completed in 2010. The final permits were received in 2012. Construction of the site commenced in 2013 and was completed in early 2014. The unique nature of this site requires the dike material to "settle"



before the site is fully operational. The dike settling is progressing as expected and this site should be operational when needed in late 2016.

Mr. Crosley stated that AIWW Dredging Reach II was dredged in 2006-2007 and again in 2013. The U. S. Army Corps of Engineers (USACE) completed both dredging operations, with approximately 578,000 cubic yards and 591,000 cubic yards of beach compatible material in this area being placed on the Amelia Island State Park beach for each event. Another approximately 12,000 cubic yards of non-beach compatible material was placed in DMMA DU-2 for each event. In 2006, FIND provided \$4.3 million in funding for the dredging project, of which the USACE returned \$1.4 million. In 2013, FIND funded the entire \$4.2 million project.

Mr. Crosley stated that Dredging Reach I is experiencing shoaling just south of the Shave Bridge and at other locations that will be dredged in late 2016 following the settling of the dikes from construction of DMMA NA-1. In addition, there is an area of concern south of the Fernandina Beach Marina that will be addressed though the District's efforts

Mr. Crosley noted that there are three Reaches in Nassau County: Reach FHP, Reach I, and Reach II.

Mr. Bill Aley, P.G., with Taylor Engineering presented the new Nassau County Dredged Material Management Plan (DMMP). The twelve (12) mile long project area starts at the Florida State line. He stated that Reach I dredging is proposed in only two specific areas, FHP Cut -9 through AIWW C-B, and further south to AIWW Cut 27L through Cut 27G.

Mr. Aley stated that FHP Cut 10 area has shallow shoaling. A detailed survey revealed that there is deeper water just outside of the existing channel in two areas. The

United States Army Corps of Engineers (USACE) is authorized to deviate the marked channel for use of "best-water". The channel project permit has been received from the FDEP and the USACE permit is expected shortly. With this channel adjustment, only 30,000 cubic yards of material will be dredged versus 120,000 cubic yards of material. A shoaled area further south closer to the Nassau /Duval County line has 130,000 cubic yards of material that needs to be dredged from that area. Approximately 186,000 cubic yards of material will be placed in DMMA NA-1.

Mr. Aley stated that the Taylor Engineering will work with the Vane Brothers for project input and their local knowledge of the waterway. The U.S. Coast Guard will relocate two channel markers and add two additional channel markers to the project area. Informational maps and publications will be available for the public.

Mr. Crosley stated that the channel in this area does not have XY coordinates and is defined by channel markers marking best-water.

Mr. Crosley stated that the Marina has expressed an interest in using the District's project contractor to dredge the marina basin. That would be brought to the Board for approval when the project is ready.

Mr. Aley stated that the recent survey of this waterway has been posted on-line at the Salty Sea Dog web site and he has received multiple e-mails from sailboat operators thanking him for the information.

Mr. Aley briefly identified and reviewed conditions of the District's DMMA's for Nassau County. He referred to District DMMA DU-2, built in 1995. The weirs are rusted and in poor shape. They were constructed from corrugated metal pipe with a timber walking and will be updated and replaced.

Commissioner Sansom commented about the overgrown vegetation and deteriorated condition of DMMA DU-2 and asked who is responsible for continued maintenance of these sites. Chair Cuzzo asked when this site was last used. Dr. Taylor noted that this site was constructed in 1995. Mr. Crosley stated that this site is used for the Sawpit dredging. It was recently off loaded by the Florida Department of Transportation (FDOT). With some reconditioning, this site will be ready to go.

Mr. Crosley stated that Nassau County joined the District in 2004 and the following year the District's assistance program helped fund the City of Fernandina Beaches' harbor dredging project. The District has received and approved 117 WAP applications from the City of Fernandina Beach and Nassau County resulting in a District investment of \$1.4 million towards \$2.9 million of total waterway improvement projects.

**ITEM 10.     Update from the Atlantic Intracoastal Waterway Association.**

Mr. Crosley introduced Mr. Brad Pickle, the Executive Director of the Atlantic Intracoastal Waterway Association (AIWA) to provide his annual update of the agency's activities and initiatives.

Mr. Pickel stated that at last year's annual AIWA meeting was held in Jacksonville, and a presentation was made by the Maritime Administrator, Mr. Chip Jaenichen, Sr. of the Maritime Administration (MARAD), about freight increases by highway, rail and the waterway. The report stated that during the next twenty-five years, freight movement will increase by 45% in the United States. Waterway deepening will lead to larger ships at multiple ports including Miami and Jacksonville. These ports are part of the waterway transportation system for freight traffic, which will increase by 10%. This nationwide waterway transportation system will transport items that cannot be shipped by highway or

rail, such as bridge components. These bridge components are so large and heavy that highways would have to be shut down to transport them with special equipment trucks.

Mr. Pickel stated that the Federal FY 2014 Work Plan Budget was \$10.8 million and the FY 2015 Work Plan Budget increased to \$13.3 million, a 23% increase. The FY 2016 Federal Budget which is based on commercial traffic is \$7.2 million.

Mr. Pickel stated that the FIND Work Plan Budget FY 2015 was \$600,000.00 and the FY 2016 was \$2.6 million, a 93% increase.

Mr. Pickel stated that the five strategic goals of the National Maritime Strategy are: 1.) Expand capacity of U.S. Gateway Ports; 2.) Ensure the maritime capacity to guarantee economic and national security; 3.) Modernize, educate, train and recruit the next generation of mariners; 4.) Fully leverage waterborne transportation in our national transportation network; and, 5.) Drive maritime technology innovation.

Mr. Pickel briefly discussed federal funding for Virginia, South Carolina and North Carolina. Mr. Crosley noted that the lack of federal funding for Georgia is disappointing.

Commissioner Sansom stated that in Florida, the Boating Division of the Florida Fish and Wildlife Conservation Commission (FWC) was funded by the Florida Department of Transportation (FDOT) gasoline taxes. A study was completed to calculate the amount of gasoline used to fill tailorable boats using the waterways. FDOT attempted to convince the Florida Legislature that the money should pay for bridge tenders. The Florida Legislature reallocated several million dollars a year from the FDOT to the FWC for the waterways.

Vice-Chair Netts noted that there is a movement to convert the Federal transportation gasoline tax to a mileage tax.

Mr. Pickel stated that the AIWA continues to work with State and Federal Representatives to secure additional funding for the entire AIWA.

Mr. Pickel stated that the next AIWA annual meeting will be November 15 & 16, 2016 and will be held in Norfolk, Virginia.

Mr. Crosley thanked Mr. Pickel and stated that the AIWA is another voice in Washington for the waterway and the District.

**ITEM 11. Presentation and Discussion of Water Injection Dredging.**

Mr. Timothy Welp, Research Hydraulic Engineer with the U.S. Army Corps of Engineers (USACE) Engineer Research and Development Center, Coastal Hydraulic Laboratory in Vicksburg, MS, stated that water injection dredging pumps water to liquefy sediment to move it, by current or tide, from one location to another. Water injection dredging has worked well in areas with soft silty bottoms such as the lower Mississippi River and specific locations in New Orleans. Under certain applications, this dredging method can prove useful and cost-effective. Mobilization costs are normally much lower than conventional dredging and there is no need to re-handle the dredged material.

Mr. Welp stated that water injection dredging is dependent upon certain site specific conditions, such as: site geometry, hydrodynamic conditions; soil/sediment characteristics; socio/political economics; and, traffic draft relative to berth depth. Water injection dredging is generally not permitted in areas where (environmental impact) resources are present or turbidity is a concern. In addition, since the material moves from one location to another, this could be a cause of concern for subsequent shoaling in other areas.

Mr. Crosley stated that Commissioner Williams has been interested in water injection dredging for the Fernandina Harbor Marina for some time.

Commissioner Blow stated that Commissioner Williams believes that the naturally deep waterway that leads into the St. Mary's River and Atlantic Ocean would carry the suspended material out of the inlet.

Dr. Taylor stated that there is a submarine base north of this site that draws 50-feet and FIND would have to make sure that the water injection dredging process does not impact that area.

Commissioner Sansom stated that Commissioner Williams is interested in re-suspending the natural material that the current has moved behind the marina docks. He would like to re-suspend that material and let it go where it will go.

Mr. Welp stated that San Francisco is interested in the water injection dredging. Right now resource regulations are delaying the program. Monitor the USACEs' web site for the program's progress and updates.

**ITEM 12.    Scope of Work and Cost Proposal for Design and Technical Specifications for Weir Replacement at Dredged Material Management Area DU-2, Duval County, Florida.**

Mr. Crosley stated that the existing weir system at Dredged Material Management Area (DMMA) DU-2 was constructed, along with the entire facility, in the 1990's. The weir system at that time utilized treated corrugated half-pipe and timber boards. The metal (and wood) in these systems is failing and the entire weir system is in need of replacement at this and several other locations.

Commissioner Sansom made a motion to approve a scope of work and cost proposal in the amount of \$50,363.09 from Taylor Engineering for Design and Technical Specifications for Weir Replacement at Dredged Material Management Area DU-2, Duval

County, Florida. The motion was seconded by Commissioner Dritenbas. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 13. Temporary Access Road Easement Agreement Amendment for Dredged Material Management Area SL-2, St. Lucie County, Florida.**

Mr. Crosley stated that on June 24, 2008, the Navigation District entered into a Temporary Access Road Easement Agreement Amendment, with the adjacent land owner, Coconut Cove, LLC. at Dredged Material Management Area (DMMA) SL-2 in St. Lucie County. The original permanent access agreement with Kennedy Groves, the original owner for SL-2, was recorded on September 15, 1998. The adjacent property owners initiated construction of a bridge in 2008 at this location, in association with a neighboring planned development. The planned development project was never constructed and access to the bridge was never completed. Currently, the bridge is inaccessible and has begun to deteriorate. This request is for Board approval of a Temporary Access Road Easement Agreement Amendment for Dredged Material Management Area S-2 in St. Lucie County. The temporary access agreement will remain in effect until the permanent access is available or relocated.

Commissioner Blow made a motion to approve a Temporary Access Road Easement Agreement Amendment for Dredged Material Management Area SL-2, St. Lucie County, Florida. The motion was seconded by Secretary Donaldson. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 14. Scope of Work and Fee Quote for Construction Administration Services and Project Close-out for the Dredging of St. Lucie Reach I, St. Lucie County, Florida.**

Mr. Crosley stated that by the end of this year, FIND plans to dredge 85,000 cubic yards of material from Reach 1 in St. Lucie County. This material will be placed in Dredged Material Management Area (DMMA) SL-2.

Mr. Crosley stated that Taylor Engineering has provided a scope and cost proposal in the amount of \$119,405.39 for construction administration and project close-out necessary to complete this project.

Commissioner Sansom made a motion for approval of a scope of work and cost proposal in the amount of \$119,405.39 from Taylor Engineering for construction administration and project closeout for the dredging of St. Lucie Reach 1, St. Lucie County, Florida. The motion was seconded by Secretary Donaldson. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 15. FY 2016-2017 Cooperative Assistance Program Application Rating and Evaluation.**

Ms. Zimmerman stated that staff has compiled the Commissioner's Rating and Evaluation Scores for the Cooperative Assistance Program (CAP) applications. Each CAP application received more than the required 35 points for further funding consideration, pursuant to the program rules. Construction projects are expected to obtain the required environmental permits prior to the District's deadline and the Florida Department of Environmental Protection's (FDEP) request is an ongoing, successful program.

Vice-Chair Netts made a motion to approve the final listing of five FY 2016-2017 CAP applications for funding consideration at the Navigation District's final TRIM



hearing. The motion was seconded by Commissioner Dritenbas. Chair Cuzzo asked for discussion.

Commissioner Isiminger suggested that commissioners may have scored these projects a little too leniently. He also suggested that in the future, a better ranking process be developed.

Mr. Crosley stated that these are all good projects and the scoring process works well.

Commissioner Sansom stated that commissioners are screening projects before they are presented to the board and the applications are getting better.

Vice-Chair Netts stated that he is not a kayaker, but if an application is presented for a kayak launch and the commissioner from that county says this is what my county wants and needs, he generally supports the request.

Chair Cuzzo asked for any additional discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 16.     FY 2016-2017 Waterways Assistance Program Application Rating and Evaluation.**

Ms. Zimmerman stated that staff has compiled the Commissioner's Rating and Evaluation Scores for each Waterways Assistance Program (WAP) Application. Each WAP application received more than the required 35 points for further funding consideration, pursuant to the program rules. She stated that 20 out of the 66 projects are still waiting on permits.

Mr. Crosley stated that counties over the funding cap will be adjusted at the District's final tax hearing when the budget is finalized.

Commissioner Sansom made a motion to approve the final listing of FY 2016-2017 WAP applications for funding consideration at the Navigation District's final TRIM hearing. The motion was seconded by Vice-Chair Netts. Chair Cuzzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 17. Finance and Budget Committee Report.**

Acting Committee Chair Blow stated that the District's Finance and Budget Committee met before today's Board meeting and the committee reviewed and recommends approval of the May 2016 financial statements, the delegation of authority, the expenditure and project status report and the Tentative Budget for FY 2016-2017. He asked for questions.

Commissioner Blow made a motion to approve the recommendations of the District's Finance and Budget Committee. The motion was seconded by Vice-Chair Netts. Chair Cuzzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

Commissioner Crowley suggested that staff contact the District's governmental firm to write a letter to the Governor explaining how last year's millage rolled-back rate effected the District's budget and the ongoing affect it has on this year's budget.

Commissioner Sansom also suggested that the District's Tallahassee representative be contacted for this.

Commissioner Blow made a motion to approve the recommendations of the District's Finance and Budget Committee to approve the FY 2016-2017 Tentative Budget and Millage Rate of 0.320. The motion was seconded by Vice-Chair Netts. Chair Cuzzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 18.     Public Relations Committee Agenda.**

Mr. Crosley stated that during the spring Washington D.C. trip, staff distributed plaques and FIND lapel pins to the Representatives. The plaques and pins were well received by the Representatives.

Mr. Crosley stated that as assistance projects are completed, the applicants are submitting their final project reports, fact sheets and photos to be posted on the District's web site.

Mr. Crosley stated that the District's web page needs to be updated. The current budget for the web page is \$13,000.00 and needs to be increased. Government web pages have special requirements and the District will use a company that has worked with other local governments. The web page needs to be addressed within the next several months because it is holding back staff's communication and production level.

Mr. Crosley stated that it has been suggested that the District engage in social media, such as Facebook and Twitter.

Mr. Crosley stated that it is recommended that each commissioner attend their local community government meetings at least once a year. It is recommended that staff and commissioners become members of waterway-related organizations and boards. He asked for discussion.

Commissioner Crowley stated that as Chair of the Public Relation Committee, he would like to have committee meetings at least once every several months. He stated that this list is representative of items that he feels are important. Some items have been implemented and others need to be worked on. He stated that meetings will help monitor the District's Public Relations progress.

Commissioner Crosley stated that the Congressional recognition of the District's plaques and pins was great. The next level would be to provide plaques and pins at the local levels. He suggested presenting these items during the District's monthly Community Outreach events.

Commissioner Crowley stated that he has not seen the assistance program final project reports and fact sheets and he would like to review them. He would like those reports to be on the District's web site by county and available for public viewing.

Ms. Zimmerman stated that she has not developed a set format for these reports. She was waiting to see what the communities submit and are able to handle, depending of their technical capabilities. She distributed three different examples of final project reports for commissioner review and comment. When the District's web site is updated, she will establish a standardized report format that can be completed online electronically. Commissioner Crowley suggested that staff review Palm Beach County's online project reports. Ms. Zimmerman stated that one of the reports distributed is a Palm Beach County report. Commissioner Crowley stated that over time, FIND will have thousands of these reports and that will make the case why these projects and the District's waterways are important.

Commissioner Crowley suggested that staff develop a list of web site improvements and leave it open for commissioner input.

Mr. Crosley stated that currently staff is updating the District's GIS program, starting with Palm Beach County. He would like that information integrated into the District's Web Site. He stated that he would like Taylor Engineering to provide a GIS update at the District's September meeting.

Secretary Donaldson stated that the assistance project white papers are a good idea, but he would also like the District's projects, like the Broward Deepening project, posted on the GIS section of the District's Web Site. That information could be incorporated into poster displays for Community Outreach events and conference presentations.

Commissioner Sansom stated that the District may be able to provide a display or literature at the Fernandina Welcome Center.

Commissioner Crowley stated that he would like to see the District join Facebook and Twitter. He would like to get the District's assistance applicants and Legislators involved.

Commissioner Crowley suggested that next year the District do a meeting in conjunction with the Florida Fish and Wildlife Conservation Commission (FFWC). He suggested that staff review the calendar for a date and include funding in the budget for this meeting.

Commissioner Sansom stated that he does attend the FFWC meetings to discuss FIND issues and the assistance program. He suggested that commissioners attend local League of City meetings to promote awareness of the District's assistance program cycle.

Commissioner Crowley stated that the District's presentation boards need to be reviewed and county information should be updated and included in the display board.

Mr. Crosley stated that the District's display is unique and impressive but it does not transport well because it is so large. Commissioner Sansom suggested staff determine to how best to use a portion of the display. Mr. Crosley noted that one module was used in Nassau County and even that section was quite large. Commissioner Isiminger stated that the Welcome Center is a great suggestion for this display. Commissioner Crowley asked

for commissioner input for locations where the display can be setup at one location for six months.

Mr. Crosley stated that staff has received great response to the updated community pictures and information that is framed and set on tables at the District's community Outreach events.

Commissioner Crowley stated that he would like to see some updated display boards at the Community Outreach events highlighting projects and their locations.

Commissioner Sansom stated that the display boards generate interest and conversation. The local government also gets project ideas when visually looking at a display board.

Commissioner Dritenbas stated that boat tours before the Community Outreach events are a great way to take a local Mayor or County Commissioner to view a project or site from the waterway. Mr. Crosley stated that activity is included in the District's budget.

Ms. Zimmerman stated that the District should post a four-foot by four-foot sign on every District owned site clearly explaining FIND's purpose, mission, site use and dredging process.

Commissioner Crowley suggested that Dredged Material Management Area (DMMA) site visits be incorporated into and before the District's Community Outreach events or after the Board meetings.

**ITEM 19. Washington D.C. Report.**

Mr. Crosley stated that Congress will begin a seven-week recess on July 18<sup>th</sup> and return after Labor Day. Lawmakers have failed to make significant progress on fiscal year

2017 appropriations legislation, including the Energy and Water Appropriations Bill. Staff is working on this issue.

Mr. Crosley stated that Representative Lois Frankel's staff has requested that FIND and Mr. Davenport join them for a conference call with the National Wildlife Federation (NWF) to discuss NWF's opposition to FIND's proposed language, so that any concerns can be cleared up. He asked for questions. There were none.

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

Chair Cuozzo asked if there were any additional staff comments or agenda items.

Ms. Zimmerman stated that while working with the Assistance Program and listening to Commissioner discussions over the past few months, staff did not notice any discussion of potential rule changes for additional consideration by the Board. If a commissioner has any revisions or specific changes to the program rules, to advise her by e-mail. Any specific language changes would then be considered at the August Board Meeting.

Mr. Crosley stated that the District's first FY 2016-2017 Tax and Budget Hearing will be held on the evening of Thursday, September 8, 2016 in Palm Beach County, in association with the Board's September 9<sup>th</sup> Board meeting. He stated that the meeting will be held at 5:30 p.m. at the Juno Beach Town Hall, 340 Ocean Drive, Juno Beach, Florida 33408. He stated that the Final Tax and Budget Hearing would then become the stand alone tax hearing in late September. It is imperative that all commissioners attend this meeting.

**ITEM 21. Additional Commissioners Comments.**

Chair Cuozzo asked if there were any additional commissioner comments.

Vice-Chair Netts stated that last evening's event was great. He stated that it is good to be on the water and actually view the problems or projects on the waterways.

Secretary Donaldson stated that unfortunately he missed last evening's event. He suggested that when scheduling meetings at the extreme ends of the District (North and South) that event scheduling consider commissioner working hours and the amount of travel time to the event. Perhaps the event could have been scheduled after the Board meeting, allowing commissioner to explore the area a little bit more.

Commissioner Blow thanked Mr. Timothy Welp, Research Hydraulic Engineer with the U.S. Army Corps of Engineers (USACE) Engineer Research and Development Center, Coastal Hydraulic Laboratory for coming all the way from Vicksburg, MS. to address the Board. It was an excellent presentation.

Commissioner Dritenbas thanked staff for the FY 2016-2017 Tentative Budget presentation. The budget was well done and presented.

Mr. Crosley stated that Mr. Scrambler worked very hard on the District's budget and he thanked him for all of his hard work.

**ITEM 22.     Adjournment.**

Chair Cuozzo stated that hearing no further business the meeting was adjourned at 12:30 p.m.





## INDIAN RIVER COUNTY PROJECT STATUS UPDATE

AUGUST 2016

### **A Dredged Material Management Plan**

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Indian River County was completed in 1997. Phase II of the DMMP was completed in 2002 and all major land acquisition was completed in 2002.

The 50-year dredging projection for the 24 miles of channel in Indian River County is approximately 318,324 cu/yds and the storage projection is 607,500 cu/yds. *(Please see the attached location maps).*

### **Waterway Dredging**

Dredging of IR Reach I was completed in 2015. The USACE contractor (Cavache, Inc.) successfully dredged approximately 302,740 cu/yds. of material from the Intracoastal Waterway (IWW) channel. Since this area had not been dredged for many years, a significant amount of rocks and miscellaneous material (anchors, crab traps, lines, cables, etc.) was also removed from the waterway. The dredged material was placed in Dredged Material Management Area (DMMA) IR-2. The miscellaneous material was hauled away.

### **Dredged Material Management Area Development**

Three upland sites were purchased for Indian River County for dredged material management. The construction of DMMA IR-2 was completed by the USACE with Navigation District funding in 2012. DMMA IR-7 and IR-14 have been cleared. *(Please see attached the maps).*

### **Waterways Economic Study**

The Indian River County Waterways Economic Study was completed in 2000 and updated in late 2011. The update found that the waterway-related businesses in the county employ 242 people, with salaries of \$10.1 million and a total economic impact of \$44.1 million. Property values were determined to be increased by \$614 to \$724 million by the presence of the ICW channel. There are approximately 10,974 registered vessels in the county. *(Please see the attached economic summary and location map of marine-related businesses).*

### **Waterways Assistance Program**

Since 1986, the District has provided \$4.9 million in Waterways Assistance Program (WAP) funding to 62 projects in the County, having a total constructed value of approximately \$18.9 million. The County, the City of Vero Beach, the City of Sebastian, the South Indian River Fire District, and the Sebastian Inlet Tax District have participated in the program.

Notable projects funded include: The Environmental Learning Center, the Vero Beach Municipal Marina and Anchorage, Royal Palm Point Park, Wabasso Causeway Park and Boat Ramps, Jungle Trail Shoreline Stabilization, and the ICW/Sebastian Inlet Connection Channel. *(Please see the attached list and map).*



## INDIAN RIVER COUNTY PROJECT STATUS UPDATE

AUGUST 2016

### **Cooperative Assistance Program**

The District's Cooperative Assistance Program has provided funding assistance for 32 projects with elements in Indian River County totaling \$1.9 million in District assistance for approximately \$21.1 million worth of constructed projects. These projects include: Florida Marine Patrol Officer Funding; Sebastian Inlet State Park Boat Ramp Dredging, Sebastian Inlet State Park Environmental Enhancements, Manatee Viewing Piers and Canoe Docks at the Sebastian River Buffer Preserve, Sebastian River Muck Removal, and the Indian River Lagoon Boaters Guide.

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### **Interlocal Agreement Program**

The District's Interlocal Agreement Program has provided funding assistance for five projects with elements in Indian River County: Clean Marina Program; Clean Vessel Act, and Spoil Island Restoration Projects. The District's funding assistance for the Indian River County portion of these projects was approximately \$36,995.

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### **Waterway Clean Up Program**

The District has partnered with Keep Indian River Beautiful, Inc. for twelve years and the Marine Industry Association of the Treasure Coast for several years on successful waterway clean-up projects in Indian River County.

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

The District has assisted with the removal of four vessels in Indian River County through the Small-Scale Derelict Vessel Removal Program. In addition, the District funded an emergency derelict vessel removal in IRC through WAP in 2007.

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

Spoil Islands IR-36, IR-10, Boat Club Island (IR-25) and Prange Conservation Islands have been improved through the Small-Scale Spoil Island Enhancement and Restoration Program projects. Funding assistance has been provided to FDEP for a new boat motor to transport volunteers to spoil island restoration projects. These cooperative projects were accomplished with FDEP and the County and totaled \$33,000.00 in District funding.

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### **Public Information Program**

The District currently prints and distributes brochures with information pertaining to Indian River County Waterways. Additional waterway information and useful links are available on the District's website at <http://www.aicw.org/>.



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AUGUST 2016

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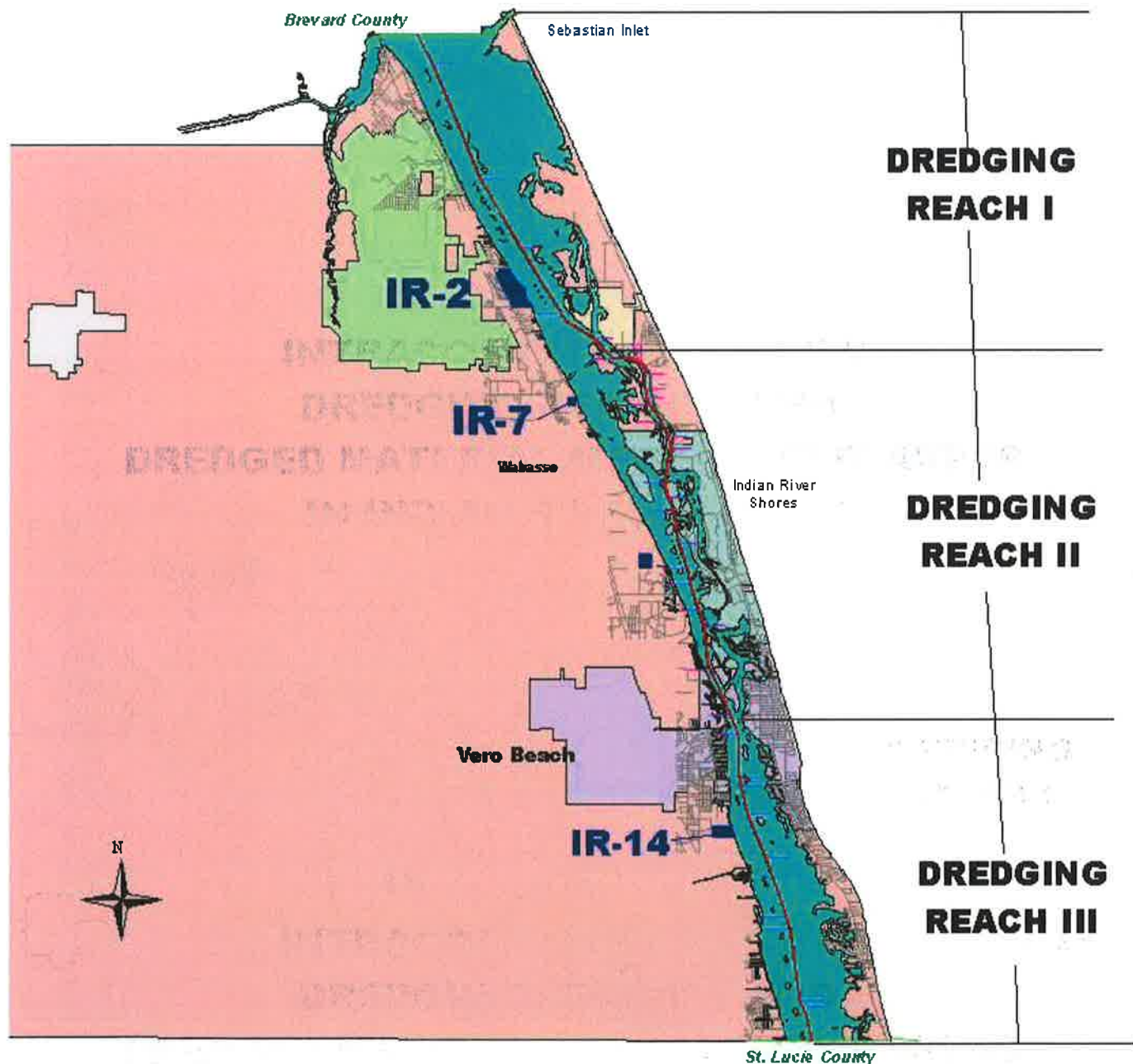
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# INTRACOASTAL WATERWAY DREDGING REACHES AND DREDGED MATERIAL MANAGEMENT AREAS IN INDIAN RIVER COUNTY

Page 13



Page 14



 FIND Owned  
Channel  
ICW Right-of-Way

**DMMA IR-2**





DMMA IR-2  
(2016)

Google earth



Page 15

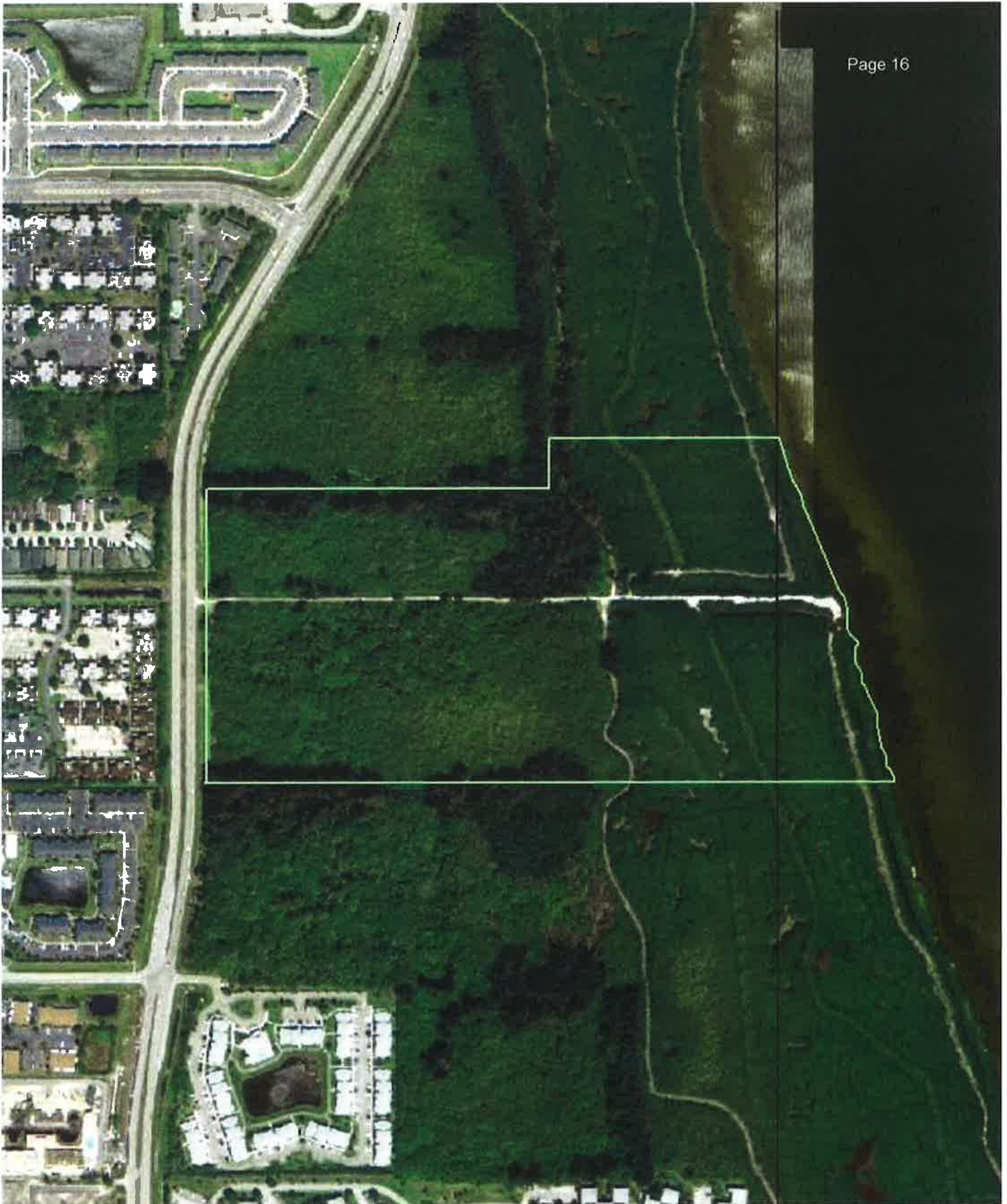


 FIND Owned  
 Channel  
 ICW Right-of-Way

**DMMA IR-7**







 FIND Owned  
 Channel  
 ICW Right-of-Way

**DMMA IR-14**







DMMA IR-14  
(2016)

Legend  
IR-14

500 ft

Indian River Blvd

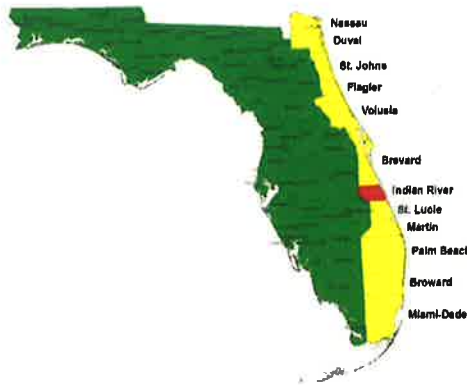
Google Earth

# ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



## Purpose

To update economic benefits in Indian River County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Indian River County*, June 2001, 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

## ECONOMIC IMPACTS

### Current Existing Impacts

- \$44.1 million in business volume
- \$10.1 million in personal income
- 242 jobs
- \$1.2 million in tax revenue

### Impacts of Cessation of Waterways Maintenance

- Decrease of \$14.3 million in business volume
- Decrease of \$3.1 million in personal income
- Decrease of 77 jobs
- Decrease of \$0.5 million in tax revenue

### Impacts of an Increase in Waterways Maintenance

- Increase of \$1.2 million in business volume
- Increase of \$0.4 million in personal income
- Increase of 12 jobs
- Increase of \$0.1 million in tax revenue

Due to anomalies in Florida Department of Revenue reported gross sales data, the impact of the 2007-2009 U.S. Economic Recession on the Indian River County economy could not be estimated.

INDIAN RIVER COUNTY

Economic Benefits as of April 2011



# ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

## INDIAN RIVER COUNTY

### 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 June 2001 in *An Economic Analysis of the District's Waterways in Indian River County*.

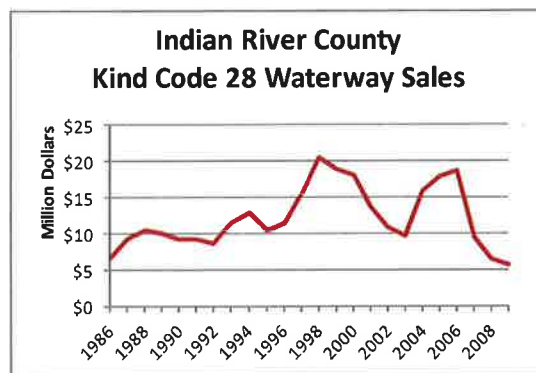
### Updating of Previously Estimated Benefits

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 methodology for estimating the impact of the recession was based on the trend in gross sales of boat dealers established 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. However, anomalies in the FDOR reported gross sales data for Indian River County prevented the development of an estimate of the recession. As illustrate in the graph below, FDOR reported gross sales data for boat dealers fluctuated widely from \$6.5 million in 1986 to \$20.4 million in 1998 to \$5.4 million in 2009. As a result, the impact of the recession on the Indian River County economy could not be estimated.



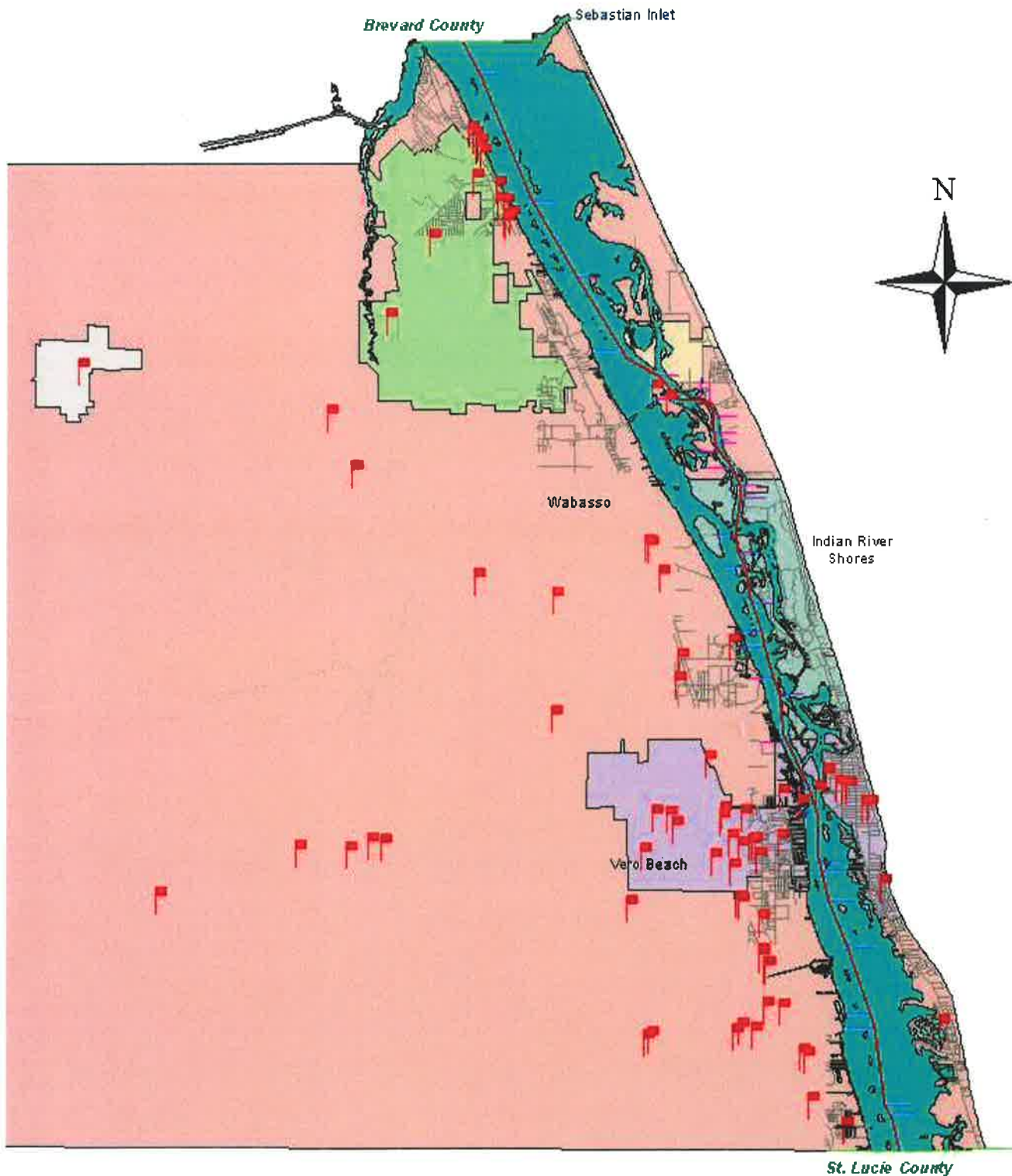
### Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$11.8 million
- Cessation of maintenance: \$9.7 million
- Increased maintenance: \$11.8 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





-  Businesses .shp
-  Indian River ICWW
-  Indian River Base map
-  Survey Control
-  County Line
-  Roads
-  Edge of Water
-  Cities
-  FELLSMERE
-  INDIAN RIVER SHORES
-  ORCHID
-  SEBASTIAN
-  UNINCORPORATED
-  VERO BEACH

# LOCATION MAP

## Indian River County

### Marine related Businesses

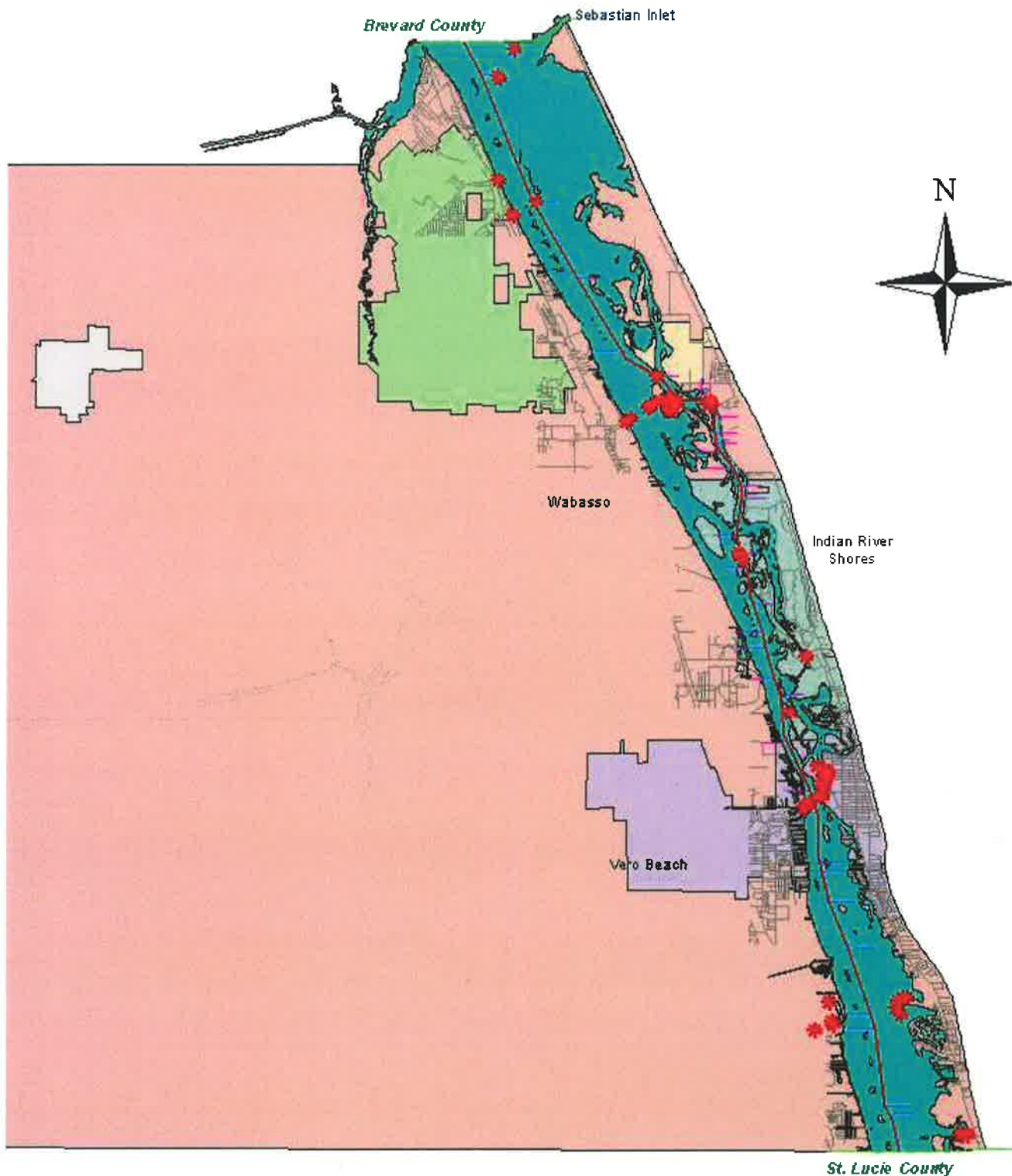
**WATERWAYS ASSISTANCE PROGRAM PROJECTS  
INDIAN RIVER COUNTY  
1986-2015**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Jungle Trail Shoreline Stabilization - Phase I	IR-00-31	Indian River County	\$13,000	\$26,000
Law Enforcement Patrol & Rescue Vessel	IR-01-32	Indian River County	\$34,478	\$68,956
Jungle Trail Shoreline Stabilization - Phase II	IR-03-36	Indian River County	\$76,300	\$152,600
Patrol & Rescue Vessel Engine Replacement	IR-03-37	Indian River County	\$6,233	\$12,467
Jungle Trail Shoreline Stabilization - Phase II - A	IR-05-39	Indian River County	\$73,700	\$147,400
Derelict Vessel Removal - Indian River County Waterways	IR-07-40ER	Indian River County	\$25,000	\$50,000
Oslo Road Public Boat Ramp	IR-08-42	Indian River County	\$87,500	\$175,000
E.L.C. - Education Exhibits, Aquaria & Signage	IR-09-44	Indian River County	\$175,000	\$350,000
Lagoon Greenway - Phase B-2	IR-12-53	Indian River County	\$156,000	\$312,000
Joe S. Earman Island Park	IR-1	Indian River County	\$21,320	\$42,640
Lagoon Greenway	IR-10-47	Indian River County	\$17,845	\$35,690
Wabasso Causeway Park Improvements	IR-88-3	Indian River County	\$100,000	\$250,000
Wabasso Causeway Dredging	IR-88-4	Indian River County	\$40,000	\$80,000
Environmental Learning Center	IR-90-7	Indian River County	\$175,000	\$175,000
Round Island Park Improvements	IR-91-9	Indian River County	\$130,000	\$300,000
Environmental Learning Center	IR-92-11	Indian River County	\$30,000	\$60,000
Environmental Learning Center	IR-93-12	Indian River County	\$30,000	\$60,000
Dev Of Educ Opp& Res Pot. For Oslo Riverfront- Phase I	IR-93-14	Indian River County	\$3,650	\$7,300
Environmental Learning Center	IR-94-15	Indian River County	\$73,926	\$273,510
Round Island Park - Phase II	IR-94-16	Indian River County	\$57,650	\$112,100
Pelican Island Nat'l Wildlife Refuge Sign & Brochure	IR-94-17	Indian River County	\$11,500	\$17,000
Intracoastal Waterway Waterfront Improvements	IR-95-18	Indian River County	\$17,265	\$17,265
Oslo Riverfront Conservation Area - Phase II	IR-95-19	Indian River County	\$90,600	\$192,100
Environmental Learning Center Computers & Lighting	IR-96-20	Indian River County	\$43,933	\$43,933
Wabasso Causeway Park Improvements	IR-98-24	Indian River County	\$22,000	\$45,020
Wabasso Causeway Park Improvements - Phase II	IR-99-26	Indian River County	\$120,000	\$527,067
Navigation Channel Dredging	IR-99-27	Indian River County	\$30,000	\$50,000
Marine Enforcement Program	IR-99-28	Indian River County	\$28,000	\$37,334
Jones's Pier Waterfront Improvements	IR-13-55	Indian River County	\$15,000	\$30,000
Head Island Improvements	IR-14-57	Indian River County	\$35,750	\$143,000
Fire Rescue Equipment and Fire Rescue Boat	IR-FD-88-5	So. Indian River Fire District	\$11,100	\$25,000
Fire Rescue Boat Dock	IR-FD-88-6	So. Indian River Co. Fire Distri	\$7,000	\$15,550
Waterway Boating Safety Program	IR-IRS-00-30	Indian River Shores	\$41,016	\$54,690
Sebastian Indian River Waterway Enhancement - Phase A	IR-SE-00-29	City Of Sebastian	\$170,000	\$425,000
Waterway Boating Safety Program	IR-SE-02-34	City Of Sebastian	\$25,000	\$50,000
Main Street Boat Ramp Trailer Parking Acquisition	IR-SE-07-41	City Of Sebastian	\$487,532	\$1,527,357
Main Street Dock & Boat Ramp Repairs	IR-SE-98-23	City Of Sebastian	\$62,000	\$125,000

**WATERWAYS ASSISTANCE PROGRAM PROJECTS  
INDIAN RIVER COUNTY  
1986-2015**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Sebastian Working Waterfront	IR-SE-13-54	City Of Sebastian	\$157,350	\$314,700
Channel Extension To I.C.W. - Phase I ( Expired)	IR-SI-02-35	Sebastian Inlet Tax District	\$63,121	\$179,384
Coconut Point Shoreline Stabilization - Phase I	IR-SI-10-48	Sebastian Inlet District	\$36,000	\$72,000
Sebastian Inlet Multi- User Pier	IR-SI-10-49	Sebastian Inlet District	\$136,750	\$273,500
Link Sebastian Inlet Navigation Channel to ICW	IR-SI-92-10	Sebastian Inlet Tax District	\$156,000	\$236,000
Vero Beach Marina Improvements	IR-VB-01-33	City Of Vero Beach	\$100,000	\$200,000
Vero Beach Marina South Dock Improvements	IR-VB-03-38	City Of Vero Beach	\$49,000	\$98,000
City Marina South Complex	IR-VB-08-43	City Of Vero Beach	\$378,075	\$756,150
City Marina Dry Storage Re-rack	IR-VB-09-45	City Of Vero Beach	\$41,000	\$82,000
City Marina South Complex - Part 2	IR-VB-09-46	City Of Vero Beach	\$207,935	\$4,600,000
Mac William Park Boat Ramps Reconstruction - Phase I	IR-VB-10-50	City Of Vero Beach	\$15,000	\$30,000
City Marina South Complex - Part 3	IR-VB-10-51	City Of Vero Beach	\$172,790	\$3,622,790
Mac William Park Boat Ramp Reconstruction	IR-VB-11-52	City Of Vero Beach	\$175,000	\$350,000
Restroom Addition to Riverhouse Ph I	IR-VB-14-56	City Of Vero Beach	\$7,500	\$15,000
Moorings & Navigational Aids	IR-VB-87-2	City of Vero Beach	\$20,642	\$41,283
Municipal Marina	IR-VB-91-8	City Of Vero Beach	\$30,000	\$249,650
Law Enforcement Patrol/ Rescue Boat	IR-VB-93-13	City Of Vero Beach	\$16,280	\$57,220
Royal Palm Pointe Project	IR-VB-97-21	City Of Vero Beach	\$50,000	\$100,000
Royal Palm Pointe Project - Phase I I	IR-VB-98-22	City Of Vero Beach	\$145,000	\$700,000
Vero Beach Marina Improvements - Phase I	IR-VB-99-25	City Of Vero Beach	\$53,000	\$150,000
Working Waterfront Park Phase 2A	IR-SE-15-58	City of Sebastian	\$88,551	\$300,000.00
Fishing Pier at Riverside Park Pase I	IR-VB-15-59	City of Vero Beach	\$12,500	\$25,000.00
Restroom at MacWilliam Boat Ramps	IR-VB-15-60	City of Vero Beach	\$62,500	\$125,000.00
Round Island Riverside Park Improvements	IR-15-61	Indian River County	\$90,000	\$180,000.00
Archie Smith Fish House Phase IIA Restoration	IR-15-62	Indian River County	\$100,000	\$483,200.00
<b>TOTALS</b>			<b>\$4,908,292</b>	<b>\$19,256,856</b>





- Wapla to
- Indian River ICWW
- Indian River Base map
- Survey Control
- County Line
- Roads
- Edge of Water
- Cities
- FELLSMERE
- INDIAN RIVER SHORES
- ORCHID
- SEBASTIAN
- UNINCORPORATED
- VERO BEACH

## LOCATION MAP

### Indian River County

### Waterways Assistance Program Projects



August 8, 2016

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

Re: Scope of Professional Engineering Services  
Engineering Design and Permitting for Dredged Material Management Area (DMMA) M-8  
St. Lucie County, Florida

Mr. Crosley:

Taylor Engineering is pleased to submit the attached scope of services (Attachment A) and cost proposal (Attachment B) for the above-referenced project. Attachment C includes a site location figure for reference. The FIND has designated M-8, a  $\pm 20.3$ -acre undeveloped herbaceous/forested upland in St. Lucie County, Florida for development as a permanent dredged material management area DMMA to serve adjacent segments of the Intracoastal Waterway (ICWW). M-8, one of two DMMA facilities in St. Lucie County, will receive dredged material removed from Reach II of the ICWW in St. Lucie County during channel maintenance operations. Reach II extends from Bear Point (Cut SL-5, STA 77+60, ICWW mile 227.27) southward 12.91 miles to the St. Lucie/Martin County line (Cut SL-6, STA 373+40, ICWW mile 240.18). The site lies approximately 3.5 miles east of Port St. Lucie, adjacent to the Indian River and is bounded on the west by the Florida East Coast Railroad and on the east by South Indian River Drive.

As detailed in the enclosed documents, our proposed services include coordination of field investigations (natural resources survey and coordination of geotechnical and survey work), environmental permitting services (Joint Environmental Permit Application), preliminary and final design, preparation of bid documents, and bid administration for the DMMA project. We understand that the FIND will directly contract with professional geotechnical and survey consultants to complete necessary geotechnical explorations and upland surveys.

We propose to perform these services for a cost-plus not to exceed cost of \$256,201.50. Please contact me with any questions.

Sincerely,

Jerry Scarborough, P.E.  
Senior Advisor. Waterfront Engineering  
Attachments (3)

**SCOPE OF WORK AND COST PROPOSAL  
ENGINEERING DESIGN AND PERMITTING FOR  
DREDGED MATERIAL MANAGEMENT AREA M-8  
ST. LUCIE COUNTY, FLORIDA**

The Florida Inland Navigation District (FIND) has designated M-8, a  $\pm 20.3$ -acre undeveloped herbaceous/forested upland in St. Lucie County, Florida for development as a permanent dredged material management area (DMMA) to serve adjacent segments of the Intracoastal Waterway (ICWW). M-8, one of two DMMA facilities in St. Lucie County, will receive dredged material removed from Reach II of the ICWW in St. Lucie County during channel maintenance operations. Reach II extends from Bear Point (Cut SL-5, STA 77+60, ICWW mile 227.27) southward 12.91 miles to the St. Lucie/Martin County line (Cut SL-6, STA 373+40, ICWW mile 240.18). The site lies approximately 3.5 miles east of Port St. Lucie, 120 feet west of the Indian River and is bounded on the west by the Florida East Coast Railroad and on the east by South Indian River Drive. Local area development includes a residential property to the north, Walton Scrub Preserve (a county park) to the south, the Indian River to the east, and Savannas Preserve State Park to the west.

A series of previous Taylor Engineering investigations and subsequent reports will provide the foundation for the DMMA design. The 2000 *Management Plan* indicates that the  $\pm 20.3$  acre DMMA includes variable width setbacks (50-250') from property boundaries and a dike crest elevation of approximately 9.0 ft above the existing mean site grade of +31.6 ft NGVD. The design capacity will meet approximately the 50-year storage requirement (76,000 cy) determined in the 2000 Management Plan. A 2000 report by Taylor Engineering, *Evaluation of the Effect of the M-8 Dredged Material Management Basin on Groundwater Salt Content*, evaluated the potential of dredging operations having an adverse impact (in terms of saline water infiltration) to the underlying surficial aquifer. Results of the groundwater modeling evaluation indicated a minimal potential for surficial groundwater chloride concentrations to marginally exceed state standards with long term use of the site, i.e. over 20-30 years. The report also documented several assumptions and modeling limitations to the modeling effort. As such, the report recommended monitoring chloride concentrations in the existing onsite groundwater wells and implementation of remedial actions in the future if necessary.

This proposal describes the scope of work associated with preparing the engineering design and developing a permit application for DMMA M-8. We have based our proposed scope of services on the following assumptions:

1. The design will include a permanent discharge pipe and additional permanent sleeve for inflow pipeline, each to be bored below Indian River Drive.
2. The proposed storm water discharge pipe system will result in minor but permanent wetland impacts associated with an energy-dissipating pad at the water's edge. Therefore, the project will require submission of a joint Environmental Resource Permit (ERP) application for Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) review.
3. The permanent impact associated with the storm water discharge system will not require mitigation because of the anticipated small impact area.
4. Regulatory agencies will require a wetlands delineation of the shoreline, a map of seagrass patches and natural community classification of the entire M-8 site to document existing natural resource conditions.
5. Regulatory agencies will not require the mitigation of temporary wetland impacts, if any, associated with the placement of the ingress/egress pipeline for dredging operations.
6. State and federal regulatory agencies will not require a scrub jay survey.
7. Regulatory agencies will not require any additional sediment sampling or updated grain size or chemical analysis of the Reach II sediments.

## ATTACHMENT A

8. Based on recommendations of a 2000 groundwater modeling evaluation completed by Taylor Engineering, Inc., site saline controls will not be required, but groundwater monitoring will be necessary to verify acceptable groundwater performance into the future.
9. The site raises no archeological concerns (based on the 1998 review of the Florida Master File indicating no historical or archaeological sites known for this property). We will, however, to ensure acceptance of the information by the permitting agencies, resubmit a request to the State Historic Preservation Office for an updated review of the Florida Master File information on the site.
10. No known utilities exist on site.
11. FIND will have a geotechnical engineer under contract. Taylor Engineering will only be required coordinate geotechnical scopes of work, oversee field work, and review geotechnical deliverables.
12. FIND will have a terrestrial surveyor under contract. Taylor Engineering will only be required to coordinate survey scopes of work and review deliverables.
13. Based on currently available FDEP verified impaired waters list and statewide comprehensive delist list, the receiving water body meets its designated uses, is part of The Jensen Beach to Jupiter Inlet Aquatic Preserve, and is a shellfish (Class II marine) water.

If any of these assumptions prove incorrect, we reserve the right to modify our scope and cost proposal, if necessary, to ensure we meet the expectations of FIND. Additionally, this proposal excludes all related permit application fees and construction-phase services.

## **TASK 1      FIELD INVESTIGATION**

### **1.1      Natural Resources Survey**

State and federal regulatory agency policy requires wetland delineation performed within the past five years. Because the previous environmental surveys occurred in 1998, we will delineate on-site wetlands and use the Florida Land Use, Cover and Forms Classification System (FLUCCS) to map natural communities within the project area. This work will provide information necessary to characterize natural resources and identify potential impacts requiring mitigation (if any).

*Wetlands Delineation.* Taylor Engineering will perform a jurisdictional wetlands delineation of the property shoreline along the Indian River Lagoon and map seagrass beds within the adjacent waters. The wetlands delineation methodologies will follow the protocols mandated by the FDEP and USACE. Taylor Engineering will install sequentially-numbered stakes and/or flags to mark the wetland-upland interface. Succeeding flags/stakes will be clearly visible from the previous flag location, and the distance between flags will not exceed 100 feet. Taylor Engineering will fill out all necessary data sheets as required by the USACE wetlands delineation methodology and regional supplements. Seagrass beds will be mapped with sub-meter accuracy GPS.

Taylor Engineering will schedule and participate in an on-site meeting with USACE and FDEP staff to verify the jurisdictional wetland boundary and, if necessary, adjust the boundary based on agency staff field observations and comments.

*Habitat Characterization and Listed Species Assessment.* Taylor Engineering will use the FLUCCS to map (via aerial interpretation and field verification) and characterize all natural communities (including wetlands if encountered) within the entire M-8 property. Characterizations will include qualitative descriptions of each identified community, lists of dominant vegetation by species, and documentation of observed and likely occurrences of wildlife. Taylor Engineering will also assess the property for potential use by state- and federally listed species. A 1992 study completed by Water and Air Research, Inc. indicated that the M-8 site contained some suitable habitat for the Florida scrub jay, a state- and federally-listed threatened species. A review of recent aerial

## ATTACHMENT A

photographs suggests that suitable Florida scrub jay habitat has diminished over the years due to overgrowth of vegetation. The field investigation and habitat characterization will confirm whether or not suitable scrub jay habitat exists onsite and if a species-specific survey is required.

*Reporting.* Taylor Engineering will develop a report summarizing the results of the natural resources field investigation. The report will include

- Descriptions of the methods and results of the field investigation
- Qualitative descriptions of natural communities
- FLUCCS map including acreages for each community type
- Wetland and seagrass delineation map (showing lines verified by agency staff)
- Completed wetland delineation forms
- Descriptions of wildlife utilization (both observed and likely occurring)
- Assessment of potential occurrence or use by threatened and endangered species
- Tables identifying the state and federal status of each listed species discussed

## **1.2 Geotechnical Investigation Coordination**

Taylor Engineering will coordinate with FIND's geotechnical consultant to complete a geotechnical investigation and provide key design information for the M-8 DMMA facility. Activities during this task will begin with the consultant completing a field investigation to include Standard Penetration Test (SPT) and Cone Penetration Test (CPT) borings with variable depths between 15 and 100 feet. The consultant's work will continue with necessary laboratory and geotechnical engineering analysis. The consultant's deliverable for this task will comprise a report to establish geotechnical parameters for the pile foundation conditions (near the overflow weir structure), dike foundation conditions, borrow source soil conditions, settlement countermeasures (if necessary), dike construction qualities (e.g., recommended slopes, compaction criteria, etc.), design input parameters for seepage/slope stability analysis, and storm water control measures to guide the site design.

## **1.3 Topographic and Site Feature Survey Coordination**

After review of both Taylor Engineering and FIND's historical files, we were able to locate a 1997 Masteller, Moler & Reed, Inc. topographic survey and legal description and a 1998 Privett-Niles and Associates, Inc. Boundary Survey and a land use and vegetation survey completed by Water and Air Research, Inc. in 2000. Moving forward, Taylor Engineering will coordinate with FIND's survey contractor to verify and update existing survey data. FIND's surveyor will update mapping to include locating wetland flags (Task 1.1) and core-boring holes within the site boundary (Task 1.2). Additionally, the surveyor will document any visual evidence of surface utilities. The surveyor's scope of services will exclude mapping the location of underground utilities. While completing field work, the surveyor will verify that the property corner markers are in place and replace any lost or destroyed corner markers.

## **TASK 2 ENVIRONMENTAL PERMITTING**

The construction of the M-8 DMMA will require a permit from the FDEP and the USACE. Task 2 includes preparation and submittal of a Joint ERP application for the construction of M-8. It also includes time to respond to requests for additional information (RAI) from the FDEP and the USACE.

## **2.1 Pre-Application Meeting**

Taylor Engineering will coordinate and attend a pre-application meeting with the FDEP and USACE. During this meeting (potentially located on-site), we will introduce the project to state and federal regulatory agency staff, discuss foreseeable permit application issues, and solicit agency recommendations concerning the content and format of the application materials. Following completion of the pre-application meeting, Taylor Engineering will compile and submit meeting minutes to all attending parties.

## **2.2 Joint Environmental Permit Application**

Based on data (natural resources, geotechnical, and survey) collected in Task 1, the proposed site plan layout, and agency comments made during the pre-application meetings, Taylor Engineering will prepare and submit a Joint ERP application to the FDEP and the USACE.

The application will include signed and sealed permit-level design drawings (Task 3.4) and narratives describing the (1) overall project and conceptual design, (2) location of on-site sensitive natural habitats, (3) best management practices and impact avoidance/minimization techniques, (4) natural resource impact analysis and (5) construction methodology and schedule.

## **2.3 Responses to Requests for Additional Information**

Following submission of the permit application, both the FDEP and the USACE will likely respond with one or more Requests for Additional Information (RAI). RAIs typically comprise a series of questions requiring additional explanation of the proposed project work. Accordingly, our cost estimate includes time (not to exceed a total of 100 man-hours or \$12,222.00) to respond to two RAIs. If the permit application requires additional labor, field investigations, or laboratory tests to respond adequately to agency RAIs, we will submit a new cost proposal commensurate with the level of effort needed to satisfy agency requests. Taylor Engineering will provide all RAI responses to FIND for review before submitting them to the FDEP and USACE.

## **2.4 Agency Coordination**

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. To that end, Taylor Engineering will actively coordinate with agency (e.g., FDEP, FWC) staff during the application process to expeditiously resolve environmental issues that arise during the review period.

# **TASK 3 PRELIMINARY ENGINEERING DESIGN**

In conjunction with Tasks 1 and 2, Taylor Engineering will prepare preliminary engineering design documents sufficient for permit review by regulatory agencies. We will review all previously submitted Phase I and Phase II design documents for the M-8 DMMA facility and update the site plan according to any modification in the site conditions or updated DMMA design policies.

## **3.1 Site Reconnaissance Visit**

Taylor Engineering will visit the site at least once to examine the physical characteristics of the site as it relates to the overall design of the project.

## **3.2 DMMA Preliminary Design**

Taylor Engineering will design the DMMA site layout, perform associated volume calculations for the overall site plan, and provide a preliminary engineering design for the weir structure.

*Site Layout.* Based on the updated wetland and natural communities' delineation and geotechnical report, we will develop the project site plan consistent with the site's Phase II preliminary design, environmental and buffer requirements, and any design updates necessary to accommodate modification in the site conditions or updated DMMA design policies. In addition to the central containment basin, the site plan will include access ramp location, ingress/egress points, and access road location.

*Volume Calculations.* To update the preliminary hand calculations from the Phase II design, we will construct a detailed 3-D terrain model to complete a site design with the goal of obtaining balanced cut and fill earth volumes (to avoid the expense of having an off-site borrow material source) while providing sufficient dredged material storage volume.

*Weir Design.* We will provide a preliminary design analysis of the hydraulic control structures. Design components will include analysis of the hydraulic weir discharge characteristics, the structural steel box weir structures, the HDPE (high-density polyethylene) discharge piping system, and the timber access walkway. The weir structural design will consider geotechnical design parameters, lateral and hydrostatic uplift loads, and lateral earth pressure loads.

### 3.3 ERP Engineering Review Criteria

This sub-task details each of the four primary engineering criteria required for design.

*Criteria No. 1– Capacity and Settling Time for Meeting Water Quality Standards at the Discharge.* This element requires calculations demonstrating that the DMMA designed settling characteristics (for the Reach II finest sediment fraction) will meet water quality standards. To address this criterion, we will prepare calculations and supporting geotechnical data from previously collected sediment samples from ICWW St. Lucie Reach II.

*Criteria No. 2 – Dike Stability.* This element includes (1) geotechnical site investigation, (2) soil testing, (3) stability/seepage analysis, (4) design safety factor determination, (5) site preparation specification, (6) dike construction material identification, (7) water level control design, (8) seepage control design, (9) minimum freeboard determination, (10) construction methods specifications, and (11) construction quality assurance/quality control. Our scope of services, in combination with the geotechnical site investigation, addresses items 1 – 2; our submittal of standard guide specifications addresses items 5, 6, 10, and 11.

Addressing items 3, 4, 7, 8, and 9 (i.e., stability/seepage analysis, design safety factor determination, water level control design, seepage control design, and minimum freeboard determination) require a more in-depth engineering analysis of the DMMA facility. Taylor Engineering will complete the necessary analysis and prepare a memorandum to detail the stability/seepage analysis, design safety factors, excess capacity requirements, storage capacity, structure height, volume recovery, and location and elevation of control structures. Similarly, based on the results of the seepage analysis, we will provide site-specific design details for seepage control (e.g., toe drain) for the M-8 facility.

*Criteria No. 3 – Stormwater Quality and Prevention of Off-site Flooding.* This sub-task involves evaluation of the storm water quality and quantity based on the requirements of the local water management district. Taylor Engineering will design the site drainage and size pipes, culverts, inlets, and ditches as necessary to provide adequate drainage. We will design erosion control

## ATTACHMENT A

measures as necessary to protect against erosion from weir discharge and rainfall runoff and for discharges to meet water quality standards for the receiving water body, a Class II marine (Shellfish harvesting) water body within an aquatic preserve (Jensen Beach to Jupiter Inlet Aquatic Preserve).

*Criteria No. 4 – Additional Specific Conditions.* Remaining ERP evaluation conditions include submittal of an operation and maintenance plan. This plan — an outline of the site’s management activities before, during, and after dredging activities — will assure regulatory agencies of the establishment and maintenance of a vegetative cover, dike safety inspection program, and post-dredging operations.

Under this sub-task, we will update the existing 2000 Management Plan to current operation and maintenance design standards. Specific revisions to the Management Plan will include (1) operational guidelines for the contractor to follow before, during, and immediately after dredging; (2) inspection criteria designed to ensure the stability and safety of the site’s containment dikes; and (3) maintenance criteria for the dike’s vegetative cover. The updated Management Plan document will also include a discussion of monitoring activities necessary to verify acceptable groundwater performance.

### **3.4 Permit Drawings**

We will prepare digital permit drawings for the various site elements. If appropriate, the permit set will include photo-based sheets depicting the project areas. We will obtain existing aerial photography for this purpose. These drawings will provide plan, cross section, and detail views of the proposed DMMA and its return water control structure as well as any necessary seepage, drainage, and erosion control features. We will provide signed and sealed permit drawings in appropriate hardcopy format and in digital (AutoCAD and PDF) format.

## **TASK 4 FINAL DESIGN AND BID DOCUMENTS**

### **4.1 Final Design**

Building on the preliminary design efforts and the regulatory permitting process, Taylor Engineering will conduct one additional site reconnaissance visit; complete the final engineering design necessary to construct the DMMA, weir structure and associated deck platform, site access road, and storm water control infrastructure; and calculate final earthwork volumes associated with the overall site plan.

*Site Reconnaissance Visit.* Taylor Engineering will visit the site once to visualize and coordinate design aspects with site characteristics during the final engineering design process.

*DMMA.* Taylor Engineering will complete the project site plan consistent with the preliminary design, planning, and permit documents, as well as environmental and buffer requirements. In addition to the central containment basin, the site plan will include a final access ramp with ingress/egress points. Based on the slope stability and seepage analyses performed in Task 3.3, we will design and detail the underdrains (as appropriate), and collection system (including the perimeter ditch) to collect and route seepage away from the dike. This task also includes an evaluation of the perimeter ditch capacity for control and treatment of storm water runoff.

*Weir Structure and Associated Deck Platform.* Taylor Engineering will complete final design of hydraulic control structures consisting of box weirs with adjustable timber flashboards to control discharge from the DMMA during dredging events. We will design an HDPE pipe collection system to route water collected by the weirs through the dike structure. Taylor Engineering will design appropriate piles and foundation slab to constrain the weirs against hydrostatic uplift forces during operations. We will design and detail box weir structural members and connections to resist



## ATTACHMENT A

later earth pressure and hydrostatic loads. We will design and detail a timber access walkway to allow personnel access to the weir structure from the dike crest.

*Site Access Road.* Taylor Engineering will provide design for stabilized soil/gravel access road to allow for site ingress/egress and transport around the site perimeter.

*Stormwater Control.* Taylor Engineering will prepare storm water calculations to size pipes, culverts, inlets, and ditches for adequate site drainage. We will design erosion control measures to protect against erosion from weir discharge and rainfall runoff.

*Volume Computations.* Taylor Engineering will construct a final 3-D digital terrain model to complete a site design with balanced cut and fill earth volumes.

#### **4.2 Bid Documents**

We will prepare digital construction drawings for the various site elements. If appropriate, the drawing set will include photo-based sheets depicting the project areas. We will obtain existing aerial photography for this purpose. Construction drawings will provide plan, cross-section, and detail views of the proposed DMMA and its return water control structure as well as any necessary seepage, drainage, and erosion control features. Taylor Engineering will provide construction drawings in appropriate hard-copy format and in digital (AutoCAD) format, as well as record drawings signed and sealed by a Florida Registered Professional Engineer.

We will update the Division 0 and 1 contract documents (Contract Documents) and prepare Division 2 and higher contract documents (Technical Specifications) for construction of the project. We will apply FIND's standard contract documents and Construction Specification Institute (CSI) standards and guidelines in preparing the specifications.

#### **4.3 Opinion of Probable Cost**

We will prepare an opinion of probable cost for constructing the M-8 DMMA facility.

#### **4.4 Bid Package Preparation**

We will prepare a bid schedule with estimated quantities for all bid items. In preparation for project bidding and bid administration, Taylor Engineering will develop a digital bid document package including digital copy of the final drawings and specifications for FIND to advertise the bid and upload onto its FTP site. We will provide FIND with a record set of drawings sealed by a Florida Registered Professional Engineer.

### **TASK 5 BID ADMINISTRATION**

Taylor Engineering will help FIND administer the bidding process and assist in selecting the contractor. We will remain available at our Jacksonville offices to clarify and interpret project documents and prepare addenda, if required. Our project engineer will attend the pre-bid meeting to answer questions concerning elements of the project for which Taylor Engineering is responsible. We will assist with reviewing the bids received and provide FIND with our recommendations for contractor selection. This work includes reviewing the submitted bid documents, checking references of the responsive bidders, and preparing and transmitting a written recommendation for contractor selection. Taylor Engineering will limit its review and recommendations to engineering and technical issues. FIND will take responsibility for legal review and evaluation of contractors' financial condition, business licenses or authorizations, bonding, contractual requirements, and any other non-engineering or non-technical information.

## ATTACHMENT A

**ESTIMATED SCHEDULE**

No.	Task	Months from Notice to Proceed														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Field Investigation															
2	Environmental Permitting															
3	Preliminary Engineering Design															
4	Final Design															
5	Bid Administration															

NOTE: Work cannot proceed until FIND's geotechnical and survey consultants completes necessary field data collection, laboratory work, and documentation/reporting.

## ATTACHMENT B

**TAYLOR ENGINEERING, INC.**  
**COST SUMMARY BY TASK**  
**P2016-093: FIND - M-8 DESIGN AND PERMITTING**

**TASK 1: FIELD INVESTIGATION**

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Vice President	9.0	1,683.00	
Senior Advisor	6.0	1,128.00	
Director	6.0	996.00	
Senior Professional	66.0	9,768.00	
Staff Professional	72.0	6,192.00	
Senior CAD Designer	43.0	4,859.00	
Administrative	12.0	624.00	
<b>Total Man-Hours</b>	<b>214.0</b>		
<b>Labor Cost</b>			<b>25,250.00</b>
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Milage Environmental Survey (r/t Jax to Ft. Pierce)	460.0	248.40	
Per Diem (2 people, 1 night)	2.0	128.00	
Lodging in Ft Pierce (2 people, 1 night)	2.0	220.00	
<b>Non-Labor Cost</b>		<b>596.40</b>	
<b>Fee @ 10.0%</b>		<b>59.64</b>	
<b>Total Non-Labor Cost</b>			<b>656.04</b>
<b>Total Task 1</b>			<b>25,906.04</b>

**TASK 2: ENVIRONMENTAL PERMITTING**

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Vice President	5.0	935.00	
Senior Advisor	16.0	3,008.00	
Director	20.0	3,320.00	
Senior Professional	128.0	18,944.00	
Staff Professional	132.0	11,352.00	
Technical Editor	8.0	816.00	
Senior CAD Designer	32.0	3,616.00	
Administrative	6.0	312.00	
<b>Total Man-Hours</b>	<b>347.0</b>		
<b>Labor Cost</b>			<b>42,303.00</b>
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Pre-app meeting milage (r/t Jax to West Palm)	568.0	306.72	
Pre-app meeting per-diem (2 people)	2.0	128.00	
Pre-app Lodging (2 people, 1 night)	2.0	220.00	
Reproductions and Delivery (permit apps, etc)	1.0	100.00	
<b>Non-Labor Cost</b>		<b>754.72</b>	
<b>Fee @ 10.0%</b>		<b>75.47</b>	
<b>Total Non-Labor Cost</b>			<b>830.19</b>
<b>Total Task 2</b>			<b>43,133.19</b>

## ATTACHMENT B

## P2016-093: FIND - M-8 DESIGN AND PERMITTING

**TASK 3: PRELIMINARY ENGINEERING DESIGN**

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Vice President	15.0	2,805.00	
Senior Advisor	30.0	5,640.00	
Director	20.0	3,320.00	
Senior Professional	196.0	29,008.00	
Staff Professional	288.0	24,768.00	
Technical Editor	12.0	1,224.00	
Senior CAD Designer	168.0	18,984.00	
Administrative	17.0	884.00	
Total Man-Hours	746.0		
Labor Cost			86,633.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Milage (Site Recon Visit: r/t Jax to Ft. Pierce)	460.0	248.40	
Per Diem (2 people, 1 night)	2.0	128.00	
Lodging (2 people, 1 night, Ft Pierce)	2.0	220.00	
Reproductions and Delivery (drawings, surveys, etc)	1.0	100.00	
Non-Labor Cost		696.40	
Fee @ 10.0%		69.64	
Total Non-Labor Cost			766.04
<i>Total Task 3</i>			<b>\$ 87,399.04</b>

**TASK 4: FINAL DESIGN AND BID DOCUMENTS**

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Vice President	20.0	3,740.00	
Senior Advisor	18.0	3,384.00	
Director	3.0	498.00	
Senior Professional	228.0	33,744.00	
Project Professional	16.0	1,744.00	
Staff Professional	284.0	24,424.00	
Senior CAD Designer	180.0	20,340.00	
Administrative	27.0	1,404.00	
Total Man-Hours	776.0		
Labor Cost			89,278.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Milage (Site Recon Visit: r/t Jax to Ft. Pierce)	460.0	248.40	
Per Diem (2 people, 1 night)	2.0	128.00	
Lodging (2 people, 1 night, Ft Pierce)	2.0	220.00	
Reproductions and Delivery (drawings, surveys, etc)	1.0	100.00	
Non-Labor Cost		696.40	
Fee @ 10.0%		69.64	
Total Non-Labor Cost			766.04
<i>Total Task 4</i>			<b>\$ 90,044.04</b>

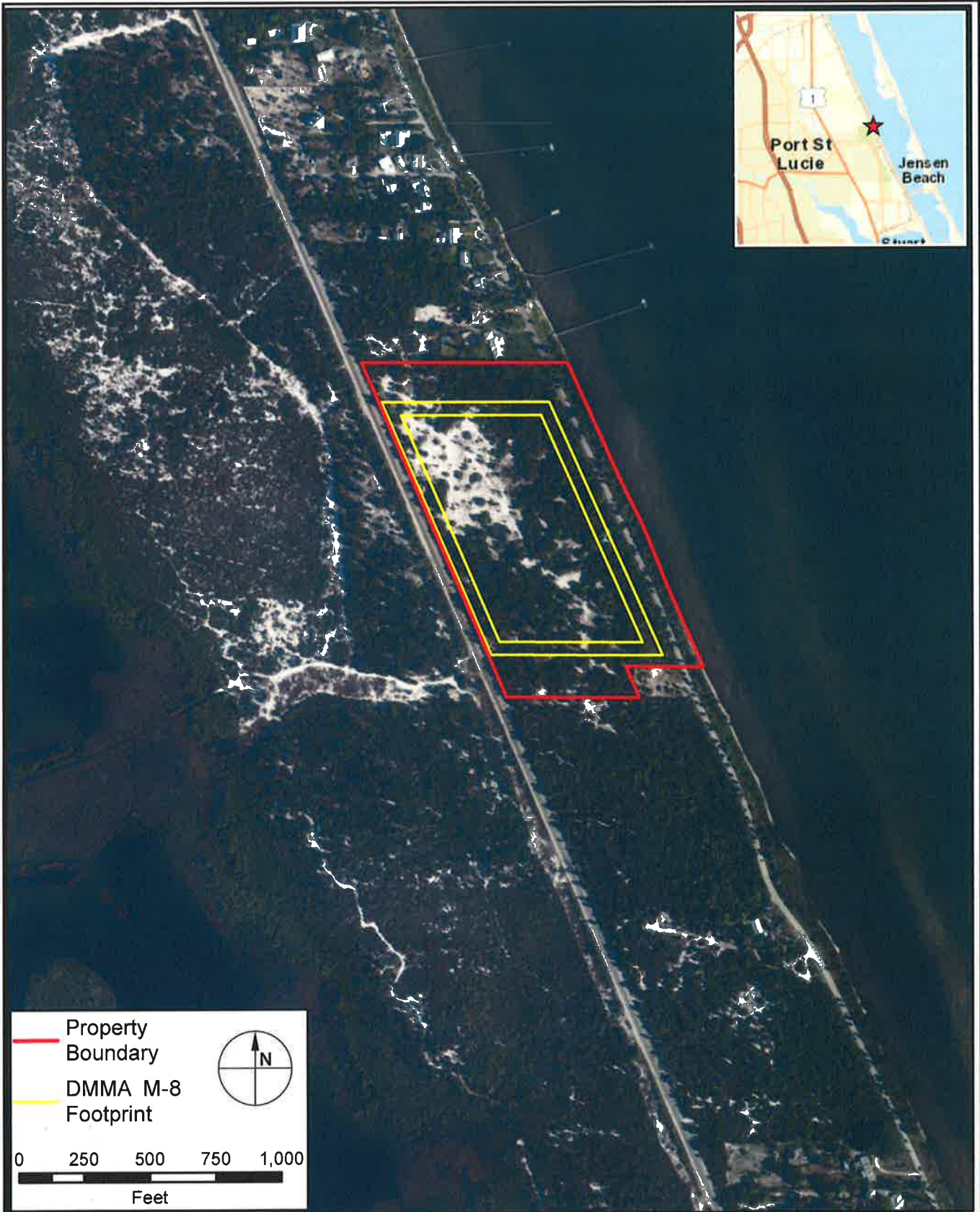
## ATTACHMENT B

## P2016-093: FIND - M-8 DESIGN AND PERMITTING

**TASK 5: BID ADMINISTRATION**

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	1.0	187.00	
Senior Advisor	7.0	1,316.00	
Senior Professional	28.0	4,144.00	
Staff Professional	36.0	3,096.00	
Technical Editor	2.0	204.00	
Administrative	1.0	52.00	
Total Man-Hours	75.0		
Labor Cost			8,999.00
<i>Non-Labor</i>	Units	Cost	
Pre-bid meeting milage (r/t Jax to West Palm)	568.0	306.72	
Pre-bid meeting per-diem (2 people)	2.0	128.00	
Pre-bid Lodging (2 people, 1 night)	2.0	220.00	
Non-Labor Cost		654.72	
Fee @ 10.0%		65.47	
Total Non-Labor Cost			720.19
<i>Total Task 5</i>			\$ 9,719.19

Project Total \$ 256,201.50



**Taylor Engineering Inc.**  
 10151 Deerwood Park Blvd.  
 Bldg. 300, Suite 300  
 Jacksonville, FL 32256  
CERTIFICATE OF AUTHORIZATION # 4815

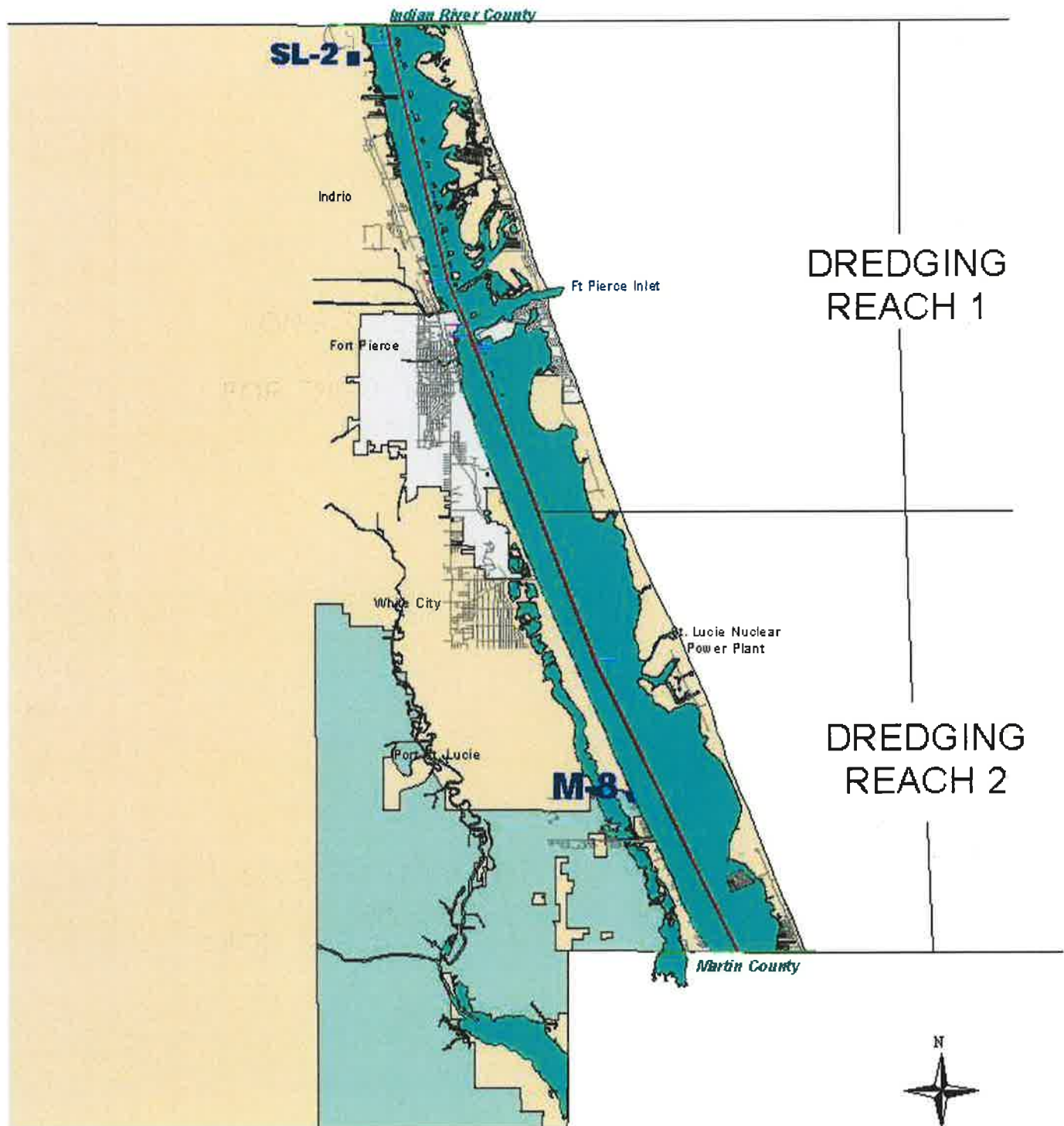
DMMA M-8  
 SITE LOCATION  
 ST LUCIE COUNTY, FL

PROJECT	P2016-093
DRAWN BY	KM
SHEET	
DATE	JUNE 2016





LONG RANGE DREDGED MATERIAL  
MANAGEMENT PLAN  
FOR THE INTRACOASTAL WATERWAY  
IN ST. LUCIE COUNTY





**FLORIDA INLAND NAVIGATION DISTRICT  
1314 MARCINSKI ROAD  
JUPITER, FL 33414**

**REGULATORY PLAN FOR FY 2016-17**

I. **Background and Purpose.** Section 2 of Chapter 2015-162, Laws of Florida, which became effective on July 1, 2015, substantially reworded Section 120.74, Florida Statutes "Agency annual rulemaking and regulatory plans; reports." Under the reworded statute, "[b]y October 1 of each year, each agency shall prepare a regulatory plan." Florida Inland Navigation District ("District"), by virtue of being a multicounty special district whose governing board is comprised of nonelected persons, is an "agency" pursuant to Section 120.52(1)(a), Florida Statutes. This Regulatory Plan is adopted to satisfy the requirements of Section 120.74, Florida Statutes (2015).

II. **Section 120.74(1)(a).** This paragraph requires the District to "list each law enacted or amended during the previous 12 months which creates or modifies the duties or authority of the agency."

A. During the previous 12 months, no laws have been enacted or amended which create or modify the duties or authority of the District.

B. Consequently, the District is not required to adopt any rules.

III. **Section 120.74(1)(b).** This paragraph requires the District to "include a listing of each law not otherwise listed pursuant to paragraph (a) which the agency expects to implement by rulemaking before the following July 1, except emergency rulemaking. For each law listed under this paragraph, the plan must state whether the rulemaking is intended to simplify, clarify, increase efficiency, improve coordination with other agencies, reduce regulatory costs, or delete obsolete, unnecessary, or redundant rules."

The District does not expect to implement any changes by rulemaking prior to July 1, 2017.

IV. **Section 120.74(1)(c).** This paragraph requires the District to “include any desired update to the prior year’s regulatory plan or supplement published pursuant to subsection (7).” Also, “[i]f, in a prior year, a law was identified under this paragraph or under subparagraph (a)1. as a law requiring rulemaking to implement but a notice of proposed rule has not been published: 1. The agency shall identify and again list such law, noting the applicable notice of rule development by citation to the Florida Administrative Register; or 2. If the agency has subsequently determined that rulemaking is not necessary to implement the law, the agency shall identify such law, reference the citation to the applicable notice of rule development in the Florida Administrative Register, and provide a concise written explanation of the reason why the law may be implemented without rulemaking. “

A. The District does not desire to make any updates to the prior year’s regulatory plan, and no supplements have been published pursuant to subsection (7).

B. No laws were identified in a prior year under paragraph 120.74(1)(c) or under subparagraph 120.74(1)(a)1. as a law requiring rulemaking to implement. Therefore, the requirements of subparagraphs 120.74(1)(c)1. and 2. are not applicable.

V. **Section 120.74(1)(d).** This paragraph requires the District to “include a certification executed on behalf of the agency by both the agency head, or, if the agency head is a collegial body, the presiding officer; and the individual acting as principal legal advisor to the agency head. The certification must: 1. Verify that the persons executing the certification have reviewed the plan. 2. Verify that the agency regularly reviews all of its rules and identify the period during which all rules have most recently been reviewed to determine if the rules remain consistent with the agency’s rulemaking authority and the laws implemented.”

A. Certification of Chair of Board of Commissioners.

The undersigned, as Chair of the Board of Commissioners of the Florida Inland Navigation District, hereby certifies on behalf of the Board that: (i) he and the Board reviewed the Regulatory Plan at the Board’s meeting held on August 20, 2016, at which time the Board approved the Regulatory Plan and authorized the undersigned to execute and submit the Regulatory Plan; (ii) the District regularly reviews all of its rules; and (iii) the District last reviewed its rules to determine if the rules remain consistent with the agency’s rulemaking authority and the laws implemented at the Board’s August 20, 2016 meeting.

---

Donald Cuzzo, Chair  
Board of Commissioners  
Florida Inland Navigation District  
Date: August 20, 2016

B. Certification of Principal Legal Advisor to Board of Commissioners.

The undersigned, as the District's General Counsel and principal legal advisor to the Board of Commissioners of the Florida Inland Navigation District, hereby certifies that: (i) he has reviewed the Regulatory Plan; (ii) the District regularly reviews all of its rules; and (iii) the District last reviewed its rules to determine if the rules remain consistent with the agency's rulemaking authority and the laws implemented at the Board's August 20, 2016 meeting.

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Peter L. Breton, Esq.  
General Counsel  
Florida Inland Navigation District  
Date: August 20, 2016

## 2014 - 2015 ASSISTANCE PROJECTS REQUIRING A ONE (1) YEAR EXTENSION

Project Sponsor	Project Name	Project Number	Reason for Extension
City of Pompano Beach	Intracoastal Water Taxi Station - Phase I	BR-PB-14-109	Additional time needed for completion
City of Cocoa	Cocoa Riverfront Park Mooring Field - Phase I	BV-CO-14-123	Additional time needed for completion
Miami-Dade County	Matheson Marina Floating Dock Renovations	DA-14-173	Additional time needed for completion
Miami-Dade County	Pelican Marina Wet Slips Frames Replacement	DA-14-170	Hoping to rescope project
Miami-Dade County	Pelican Marina Boat Ramp Renovations Ph I	DA-14-172	Additional time needed for permits
Miami-Dade County	Black Point Marina Wet Slips Frames Replacement	DA-14-169	Hoping to rescope project
Miami-Dade County	Pelican Island Day Dock Replacement Ph I	DA-14-171	Additional time needed for ACOE permit
City of Miami Beach	Normandy Shores Park Seawall	DA-MB-14-167	Additional time needed for completion
City of Miami Beach	Indian Creek Park Seawall	DA-MB-14-168	Additional time needed for completion
City of Miami	Dinner Key Marina Dinghy Dock - Phase II	DA-MI-14-163	Additional time needed for completion
City of Pompano Beach	Alsdorf Park Improvements Ph II	BR-PB-14-110	Additional time needed for completion
Palm Beach County	Burt Reynolds Park West Side Redevelopment	PB-14-180	Additional time needed for permits
Palm Beach County	Waterway Park Development Ph IIB*	PB-14-181	Additional time needed for permits
Palm Beach County	Old Bridge Park Natural Area	PB-14-182	Additional time needed for completion
Palm Beach County	Torrey Island Reef Project	PB-14-183	Additional time needed for completion
City of Daytona Beach	Root Canal Bridge & Public Boat Ramp Ph I	VO-DB-14-102	Additional time needed for permits
City of Port Orange	Riverwalk P3 Waterfront Park North B Phase I	VO-PO-14-106	Additional time needed for completion
City of Jacksonville	Arlington Lions Club Park Boardwalk Ph II	DU-JA-14-136	Additional time needed for completion
City of Jacksonville	Exchange Club Island Park Ph II	DU-JA-14-137	Additional time needed for completion
City of Jacksonville	Northbank Riverwalk Ph II	DU-JA-14-138	Additional time needed for completion
SJRWMD	Eau Gallie River Muck Dredging Phase IB	SJR-14-79	Additional time needed for completion
City of Miami	Virginia Key Education Signs	DA-MI-14-166	Additional time needed for completion
City of Miami	Virginia Key Tiki Village	DA-MI-14-165	Additional time needed for completion
City of Fernandina Beach	Mooring Field Improvements - Phase I	NA-FB-14-14	Additional time needed for permits



# ENGINEERING DIVISION

Horacio Danovich, CIP Engineer

E: horacio.danovich@copbfl.com | P: 954.786.7834 | F: 954.786.7836

July 25, 2016

Janet Zimmerman, Assistant Executive Director  
Florida Inland Navigation District (FIND)  
1314 Marcinski Rd  
Jupiter, FL 33477

RE: Waterways Assistance Program - ICW Taxi Station Phase I

Dear Mrs. Zimmerman:

Please accept this letter as the City's official request for an extension to complete Phase I for the above referenced project.

The City had previously retained a design consultant (BM Marine) to assist with this project. For the better part of the last two (2) years, the team has struggled to secure permits from outside government agencies. This past week the City received notification the U.S. Corps had approved the plans and issued a permit. The consultant must submit plans to the City and an invoice to the City for final payment related to Phase I efforts.

As of today, the City will need a little more time to wrap up this phase. To that effect, the City would like to request an extension of 120 days effective on the current expiry date.

At your earliest convenience, please confirm if you will be able to accommodate our request.

Sincerely,

Horacio Danovich, CIP Manager


**OFFICE OF ECONOMIC DEVELOPMENT**

Community Services Department

65 Stone Street, Cocoa, FL 32922

Phone: (321) 433-8525 | Fax: (321) 433-8526

July 26, 2016

Janet Zimmerman  
 Assistant Executive Director  
 Florida Inland Navigation District  
 1314 Marcinski Road  
 Jupiter, Florida 33477-9427

Re: Project Completion and Agreement Extensions  
 Cocoa Riverfront Mooring Field - Phase I, #BV-CO-14-123

Dear Ms. Zimmerman:

On behalf of the City of Cocoa, I would like to respectfully request a one-year extension on the above referenced Agreement. We are currently working with Frazier Engineering on cost estimates for a mooring field and landside facilities. Additionally, the City is assessing alternatives to provide the required landside facilities.

The project is currently in various levels of completion with the overall 60% plans completed.

A revised schedule to ensure that the project will be complete within the one-year deadline is below.

December 30, 2016	Eighth quarterly report due
March 15, 2017	Ninth quarterly report due
June 30, 2017	Tenth quarterly report due
September 1, 2017	Closeout paperwork due

Please feel free to contact me should you have any questions or require any additional information.

Best regards,

Joan A. Junkala  
 Economic Development Manager

Cc: Steven Belden, AICP, Community Services Director  
 Nancy Dresser, Deputy Community Services Director

**Janet Zimmerman**

---

**From:** Denny, Joyce (MDPR) <Joyce.Denny@miamidade.gov>  
**Sent:** Wednesday, July 13, 2016 10:34 AM  
**To:** Janet Zimmerman  
**Subject:** Extension Request.docx  
**Attachments:** Extension Request.docx

See amended letter attached for Matheson Tie Rods DA 14-173. We have requested extensions of all of the following:

Pelican Island Signs SI DA 15-01  
Matheson Tie Rods DA 14-173  
Pelican Wet slips DA 14-170  
Pelican Trailer Parking Plan and Permit DA 14-172  
Black Point Wet slips DA 14-169

As always, Thanks for your help!



June 27, 2016

Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477-9427

Re: Matheson Tie Rods in Floating Docks DA-14-173

Dear Ms. Zimmerman:

This project is not expected to be complete until February 2017. The grant expiration is September 1, 2016. We therefore are asking for a grant extension of one year, but will terminate the grant as soon as the project is complete and all bills are paid.

We appreciate and thank you for your consideration of our request.

Regards,

Joyce Denny  
Grants Specialist



miamidade.gov

**Parks, Recreation and Open Spaces Department**

275 N.W. 2<sup>nd</sup> Street  
Miami, Florida 33128  
T 305-755-7878

May 27, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road,  
Jupiter, Florida 33477-9427

Re: Pelican Marina Wetslips DA-14-170

Dear Ms. Zimmerman:

We have completed the original scope of this grant and will have funds left over that we would like to re-scope to use in dredging around D Dock. Before requesting the re-scope we have to investigate whether we can get a timely permit for the dredging. In the meantime we are requesting a one year extension of this grant. If the extension is granted and we are not able to pursue the re-scope project, we will close the grant promptly.

Thank you for your gracious consideration.

Yours Truly,

A handwritten signature in blue ink, appearing to read "Joyce Denny".

Joyce Denny  
Grants Specialist

*Delivering Excellence Every Day*



miamidade.gov

**Parks, Recreation and Open Spaces Department**

275 N.W. 2<sup>nd</sup> Street  
Miami, Florida 33128  
T 305-755-7878

May 27, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road,  
Jupiter, Florida 33477-9427

Re: Pelican Boat Ramps Trailer Parking Plan and Design DA-14-172

Dear Ms. Zimmerman:

We have just learned that the permits for this project will not be available before the end of the grant term, 9-1-16. Therefore we are requesting a one year extension of this grant. We will close the grant as soon as the permits are received and the charges are paid.

Thank you for your gracious consideration.

Yours Truly,

A blue ink signature of Joyce Denny, written in a cursive style.

Joyce Denny  
Grants Specialist



miamidade.gov

**Parks, Recreation and Open Spaces Department**

275 N.W. 2<sup>nd</sup> Street  
Miami, Florida 33128  
T 305-755-7878

REC'D

A handwritten signature in blue ink, appearing to be "M", written over a horizontal line.

JUN 06 2016

Florida Inland  
Navigation District

May 27, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road,  
Jupiter, Florida 33477-9427

Re: Black Point Wetslips DA-14-169

Dear Ms. Zimmerman:

We have completed the original scope of this grant and will have funds left over that we would like to use for planning additional parking space for the marina. We are still investigating the feasibility of getting this additional project completed by Sept 1, 2017. In the meantime we are requesting a one year extension of this grant. If the extension is granted and we are not able to pursue the re-scope project, we will close the grant promptly.

Thank you for your gracious consideration.

Yours Truly,

A handwritten signature in blue ink, appearing to be "Joyce Denny", written over a horizontal line.

Joyce Denny  
Grants Specialist



miamidade.gov

**Parks, Recreation and Open Spaces Department**

275 N.W. 2<sup>nd</sup> Street  
Miami, Florida 33128  
T 305-755-7878

REC'D *AS*

JUN 13 2016

Florida Inland  
Navigation District

June 8, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road,  
Jupiter, Florida 33477-9427

Re: Pelican Island Day Dock Planning DA-14-<sup>171</sup>~~172~~

Dear Ms. Zimmerman:

We have learned that this project will have to go through an extensive ACOE process to get the permit. We hope to have it in time for the grant application, but just in case, we are requesting a one year grant extension.

Thank you for your gracious consideration.

Yours Truly,

A handwritten signature in black ink, appearing to read "Joyce Denny".  
Joyce Denny  
Grants Specialist

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

OFFICE OF BUDGET AND PERFORMANCE IMPROVEMENT, Grants Management  
Tel: 305-673-7510, Fax: 786-394-4675

June 15, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Rd  
Jupiter, Florida 33477

Re: **Normandy Shores Park Seawall – Request for Extension of Time**  
Project Number: **# DA-MB-14-167**

Dear Ms. Zimmerman:

The City of Miami Beach respectfully requests a one-year extension to FIND for Normandy Shores Park Seawall, Project No. DA-MB-14-167. The current deadline is September 30, 2016 and the City is requesting a one-year extension to **September 30, 2017**. Below is the reason why the City will need an extension.

Additional time is needed to comply with the City's standards on seawall elevation which is 5.7 NAVD now. Public Works department is currently working with the contractor and a consultant to try to modify the old permit and expedite the process.

We appreciate FIND's consideration of this extension request to **September 30, 2017**. If you have any questions or concerns, please do not hesitate to contact me at 305-673-7510.

Sincerely,



Judy Hoanshelt  
Grants Officer

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

OFFICE OF BUDGET AND PERFORMANCE IMPROVEMENT, Grants Management  
Tel: 305-673-7510, Fax: 786-394-4675

March 28, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Rd  
Jupiter, Florida 33477

REC'D 

MAR 30 2016

Florida Inland  
Navigation District

Re: **Indian Creek Park Seawall – Request for Extension of Time**  
Project Number: **# DA-MB-14-168**

Dear Ms. Zimmerman:

The City of Miami Beach respectfully requests a one-year extension to FIND for Indian Creek Park Seawall Project No. DA-MB-14-168. The current deadline is September 30, 2016 and the City is requesting a one-year extension to **September 30, 2017**. Below is the reason why the City will need an extension.

The City of Miami Beach is in the process of enhancing the design of the seawall in order to protect existing mangroves along the shoreline and create additional mangrove habitat. The living shore will be hydraulically connected to Indian Creek, and will have three overlooks that will allow park patrons to walk from the park to the existing seawall's edge. Brindley Pieters & Associates, Inc has been retained to design the seawall and park improvements. We anticipate having 60% plans within the next three to four months.

The City of Miami Beach would like to request a project agreement extension to finalize the changes in scope and include the incorporation of additional mangrove habitat and native vegetation to the design and construction of the shoreline stabilization of the Indian Creek Park Seawall. We appreciate FIND's consideration of this extension request to **September 30, 2017**. If you have any questions or concerns, please do not hesitate to contact me at 305-673-7510.

Sincerely,



Judy Hoanshelt  
Grants Officer

c: Elizabeth Wheaton, CMB





# PARKS, RECREATION & CULTURAL ARTS

Mark A. Beaudreau, Recreation Programs Administrator

E: mark.beaudreau@copbfl.com | P: 954.786.4191 | F: 954.786.4113

REC'D

MAY - 9 2016

Florida Inland  
Navigation District

Florida Inland Navigation District  
Janet Zimmerman, Assistant Executive Director  
1314 Marcinski Road  
Jupiter, FL 33477-9427

May 3, 2016

Dear Ms. Zimmerman,

The City of Pompano Beach would like to request a one year extension on Alsdorf Park Improvements – Phase 2 Project # BR-PB-14-110 which is to improve boat washing station, make improvements to parking, improve lighting and drainage at Alsdorf Park. The bid for Phase II construction closed at the end of January 2016, a vendor was chosen and now is going through the City's building department to obtain the necessary building permits. Once construction begins, the contract time period for completion is 210 calendar days.

We understand if the extension is approved that the project will need to be completed within the one-year deadline. We look forward to hearing from you and having our project included as a carryover item for the FY 2016/2017 budget year.

If you need any additional information please contact Cynthia Kitts or myself at 954-786-4191.

Sincerely,

Mark A. Beaudreau  
Recreation Programs Administrator

afh

# City of Miami



DANIEL J. ALFONSO  
City Manager

July 13, 2016

Florida Inland Navigation District  
Attn: Janet Zimmerman, Assistant Executive Director  
1314 Marcinski Road  
Jupiter, FL 33477

Re: Request for Extension  
Project DA-MI-14-163 Dinner Key Marina Dinghy Dock Phase II

Dear Ms. Zimmerman,

Please allow this to serve as request for an extension for the above referenced project. We are approximately 70% completed with construction, and the contractor has projected Final Completion for August 29, 2016. While I am hoping for an earlier Final Completion date, it will still take time to process the paperwork for final payment to the contractor. I would hope to have the closeout paperwork to your office by mid-September, but I want to be prepared for any unforeseen delays that might push back my submittal past the grant deadline. I have attached the current project schedule provided by the contractor for reference.

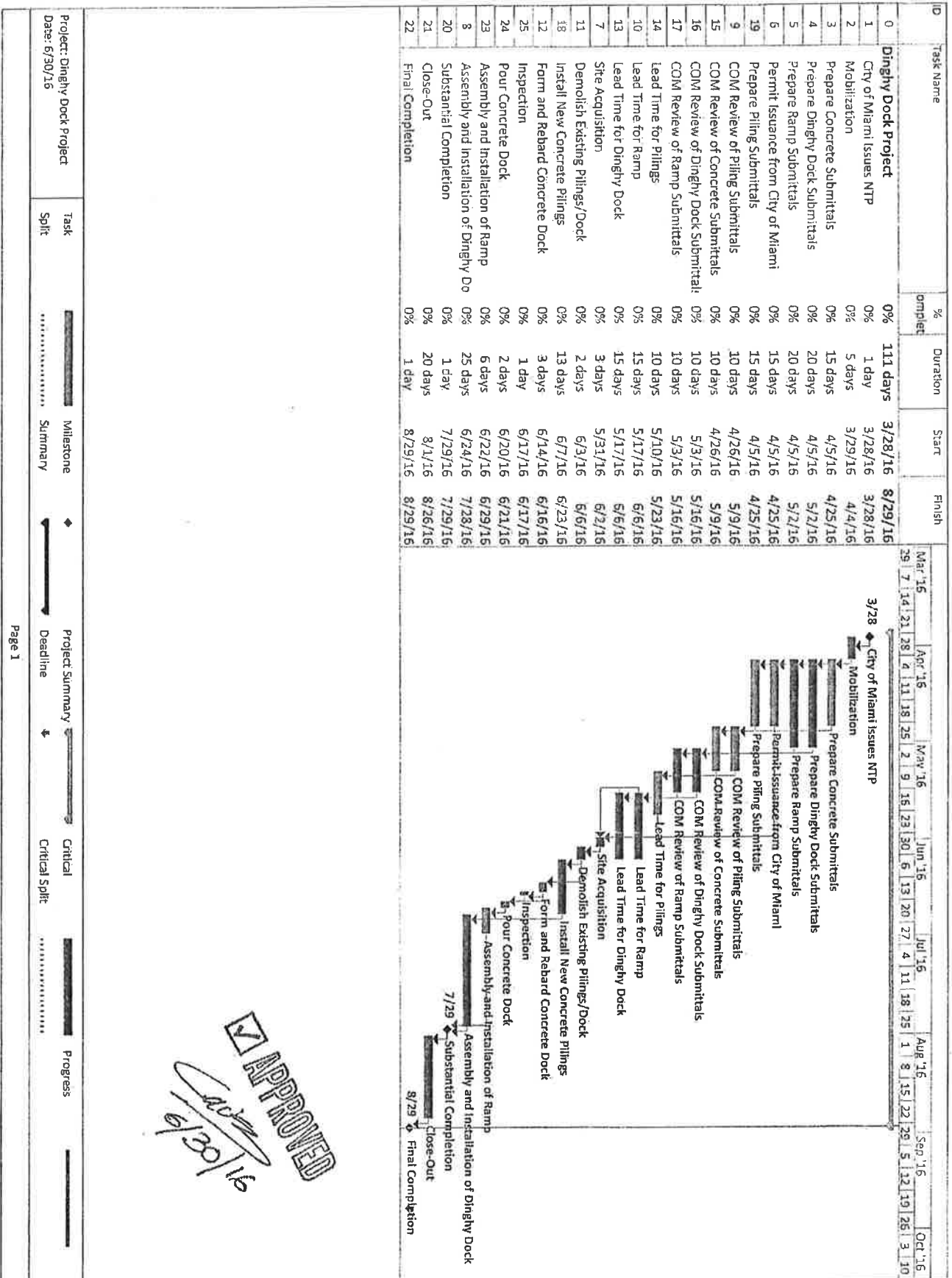
Thank you in advance for your assistance in this matter. Please don't hesitate to contact me if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen H. Bogner".

Stephen H. Bogner  
Marinas Manager, City of Miami

C: Lillian Blondet, Director, Office of Grants & Sustainable Initiatives



Project: Dinghy Dock Project  
Date: 6/30/16

Task Split

Milestone Summary

Project Summary

Critical Split

Progress

REC'D

MAY 27 2016

Florida Inland  
Navigation District

**Parks and Recreation  
Department**

2700 6th Avenue South  
Lake Worth, FL 33461  
(561) 966-6600  
Fax: (561) 963-6734  
www.pbcparcs.com



**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

May 24, 2016

Ms. Janet Zimmerman  
Executive Assistant Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477

**Re: Burt Reynolds Park West Side Redevelopment PB-14-180**

Dear Ms. Zimmerman:

Due to unanticipated permitting delays I am requesting a one year time extension of our Burt Reynolds West grant agreement (PB-14-180). The grant agreement is currently set to expire on September 1, 2016.

The environmental permits have been issued and the project has been competitively bid, with Ahrens submitting the lowest responsive bid. We are confident that if given the time extension all components associated with this project will be completed before September 1, 2017.

If you have any comments or questions regarding this request, please contact Jean Matthews, Senior Planner, at 561-966-6652.

Thank you for your assistance in processing this request.

Sincerely,

Eric Call, Director  
Parks and Recreation Department

EC/JM

"An Equal Opportunity  
Affirmative Action Employer"

REC'D

MAY 27 2016

Florida Inland  
Navigation District

**Parks and Recreation  
Department**

2700 6th Avenue South  
Lake Worth, FL 33461  
(561) 966-6600  
Fax: (561) 963-6734  
www.pbcparcs.com



**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

May 24, 2016

Ms. Janet Zimmerman  
Executive Assistant Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477

**Re: Waterway Park Construction PB-14-181**

Dear Ms. Zimmerman:

Due to unanticipated permitting delays I am requesting a one year time extension of our Waterway Park Construction grant agreement (PB-14-181) from September 1, 2016 until September 1, 2017.

Waterway Park is under construction and the park is expected to be completed and open to the public by December, 2016. I look forward to acknowledging FIND participation in this project at our ribbon cutting event.

If you have any comments or questions regarding this request, please contact Jean Matthews, Senior Planner at 561-966-6652.

Thank you for your assistance in processing this request.

Sincerely,

Eric Call, Director  
Parks and Recreation Department

EC/JM

"An Equal Opportunity  
Affirmative Action Employer"

REC'D

MAY 31 2016

Florida Inland  
Navigation District

Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcbgov.org/erm



Palm Beach County  
Board of County  
Commissioners

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator  
Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

May 24, 2016

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

**SUBJECT: OLD BRIDGE PARK NATURAL AREA - NO. PB-14-182  
REQUEST FOR EXTENSION**

Dear Mr. Crosley:

We request a one-year extension to the Old Bridge Park Natural Area Project No. PB-14-182, which is currently under construction. Clearing, chipping and construction of rock revetment and breakwater is nearing completion.

Seawall demolition and construction of the replacement seawall, gangway and floating dock will be bid out separately this July and are scheduled for completion by March, 2017.

We appreciate your continued support of this project. Should you have any questions, please contact me at 561-233-2400 or Ms. Carolyn Beisner, Project Manager, at 561-233-2435.

Sincerely,

Daniel Bates, Deputy Director  
Environmental Resources Management

DB:CB:dab



REC'D

JUN 21 2016

Florida Inland  
Navigation District

89

Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.org/erm

Palm Beach County  
Board of County  
Commissioners

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor

Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

County Administrator  
Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

June 15, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477

**SUBJECT: TORRY ISLAND REEF PROJECT #PB-14-183  
REQUEST FOR EXTENSION**

Dear Ms. Zimmerman: Janet!

Palm Beach County requests a one-year project agreement extension for the Torry Island Reef Project #PB-14-183, as the project will not be completed by the grant's deadline of September, 30, 2016.

The USACE required that the reef site be relocated due to navigation concerns which required modification of the USACE and FDEP permits. A construction work order is being developed using an existing annual contract. Construction is anticipated to begin late summer 2016.

We appreciate your continued support of this project. Should you have any questions, please contact me at 561-233-2400 or Mr. Reubin Bishop, Project Manager, at 561-233-2435.

Sincerely,

Robert Robbins, Director  
Environmental Resources Management

RR:RB:dab





# The CITY OF DAYTONA BEACH

~~~~~ "THE WORLD'S MOST FAMOUS BEACH" ~~~~~

Office of the City Manager

June 15, 2016

Janet Zimmerman, Assistant Executive Director  
Florida Inland Navigation District Waterways Assistance Program  
1314 Marcinski Rd  
Jupiter, Florida 33477

RE: FIND VO-DB-14-102      Root Canal Bridge and Public Boat Ramp Phase I

Dear Janet:

Current Progress and design for the Root Canal Bridge and Public Boat Ramp Phase I is currently scheduled to exceed the two-year grant period. Design and permitting is anticipated to be completed in October of 2016.

This is consistent with the current timeline published in the June 2016 Status Report. Citing the change in design schedule and current progress, we are respectfully requesting an extension of the grant agreement for one year as outlined in Chapter 66B-2.009.1 of the Waterways Assistance Program.

If you should have questions or require additional information please contact Beth G. Lemke, City Grants Manager, at 407-491-9477 or by email at [blemke@planningsolutionscorp.com](mailto:blemke@planningsolutionscorp.com).

The City of Daytona Beach greatly appreciates the ongoing assistance received from the Florida Inland Navigation District.

Sincerely,

James V. Chisholm  
City Manager

## Janet Zimmerman

---

**From:** Donahue, Kent <kdonahue@port-orange.org>  
**Sent:** Tuesday, June 21, 2016 11:23 AM  
**To:** Janet Zimmerman  
**Subject:** Port Orange's FIND Reports VO-PO-14-106 & VO-PO-15-107  
**Attachments:** Riverwalk Park P3 design REPORT F 6.16.pdf; Riverwalk Park P4 construct REPORT C 6.16.pdf

RE: FIND Riverwalk Park Reports  
 VO-PO-14-106 & VO-PO-15-107

Janet:

Good Morning. I have attached two reports for our aforementioned Riverwalk Park projects.

The City formally requests an extension of one year to the Riverwalk Waterfront Park North B Design (VO-PO-14-106) project and to modify the project's agreement to include reimbursement of construction inspection fees.

If you have any questions, please contact me.

### **Kent Donahue, MPA**

Public Information Officer and Grants Manager

City of Port Orange

City Manager's Office

386-506-5522

386-756-5208 (fax)

kdonahue@port-orange.org

[www.port-orange.org](http://www.port-orange.org)



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Port Orange officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the City of Port Orange. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

## DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES



July 13, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477

SUBJECT: Project Agreement Extension  
Arlington Lions Club Boardwalk, Phase II (DU-JA-14-136)

Dear Ms. Zimmerman,

As the Project Liaison, I am requesting an extension for the aforementioned project. The project is currently under construction and should be complete by September 1, 2016; however, out of abundance of caution we are requesting a one-year extension for Phase II, expiring September 1, 2017. We intend to submit our close-out documents as soon as construction is complete.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "B.P. Burket", with a stylized flourish at the end.

Brian Burket  
Natural Resource Recreation Specialist

## DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES



July 13, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477

SUBJECT: Project Agreement Extension  
Exchange Club Island, Phase II (DU-JA-14-137)

Dear Ms. Zimmerman,

As the Project Liaison, I am requesting an extension for the aforementioned project. We are currently in negotiations with a contractor to build the boat dock and construction is anticipated to begin this fall. We are requesting a one-year extension for Phase II, expiring September 1, 2017. We intend to submit our close-out documents as soon as construction is complete.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Burket", followed by a horizontal line.

Brian Burket  
Natural Resource Recreation Specialist

## DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES



July 13, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477

SUBJECT: Project Agreement Extension  
Northbank Riverwalk, Phase II (DU-JA-14-138)

Dear Ms. Zimmerman,

As the Project Liaison, I am requesting an extension for the aforementioned project. We are currently preparing to put this project out for bid and construction is anticipated to begin this fall. We are requesting a one-year extension for Phase II, expiring September 1, 2017. We intend to submit our close-out documents as soon as construction is complete.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Burket", is written over a horizontal line.

Brian Burket  
Natural Resource Recreation Specialist

## PROJECT AGREEMENT AMENDMENT

In consideration of the continuing mutual promises and covenants contained in PROJECT AGREEMENT # SJR-14-79, Eau Gallie River Muck Dredging – Phase IB

between the FLORIDA INLAND NAVIGATION DISTRICT (F.I.N.D.) and St. JOHNS RIVER WATER MANAGEMENT DISTRICT hereafter known as the PROJECT SPONSOR. The parties hereby agree that Paragraph 2 of said certain PROJECT AGREEMENT be deleted and the following be substituted therefore:

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2017.** Pursuant to law, the PROJECT period cannot extend beyond three (3) years from October 1, 2014 and therefore this PROJECT must be completed by September 30, 2017, unless the completion of the PROJECT has been delayed by a declared natural disaster and the F.I.N.D. Board authorizes an extension of the completion date based upon this delay.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

Attest:

F.I.N.D.

\_\_\_\_\_  
DIRECTOR

Attest:

PROJECT SPONSOR

7/13/16  
\_\_\_\_\_  
ANN B. SHORTELLIE, PH.D.,  
EXECUTIVE DIRECTOR

Approved as to form and legality

\_\_\_\_\_  
Assistant General Counsel  
SJRWMD



4020 Virginia Beach Drive, Miami, Florida 33149 • T 305.960.4600 F 305.960.4620 • [www.virginiakeybeachpark.net](http://www.virginiakeybeachpark.net)

REC'D

AUG - 2 2016

Florida Inland  
Navigation District

July 29, 2016

Ms. Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District (FIND)  
1314 Marcinski Rd  
Jupiter, FL 33477

Dear Ms. Zimmerman,

This correspondence comes to request a 1-year extension for the Virginia Key Beach Park Trust Tiki Village (DA-MI-14-165) FIND Grant and the Virginia Key Beach Park Trust Education Sign (DA-MI-14-166) FIND Grant.

Additional time is needed for the Tiki Village Project to finalize content and design of the interpretive sign that will accompany the project. Additional time is also needed to complete the content and design for the Education Signs Project.

I want to thank you for your assistance in granting the needed extensions for these two projects at Historic Virginia Key Beach Park.

If you have any additional questions please feel free to contact me, 305-960-4603.

Sincerely,

Guy Forchion  
Executive Director



Historic Virginia Key Beach Park, once called 'Bears Cut', was frequented in the early 1900's by Black settlers arriving on the island by ferry from a dock at the end of Fifth Street, in downtown Miami. Established on August 1, 1945 as 'The Colored Beach'.

**M. Athalie Range, Founding Chair**





**CITY OF FERNANDINA BEACH**

Office of the City Manager

**Dale L. Martin**

dmartin@fbfl.org

REC'D 

AUG - 5 2016

Florida Inland  
Navigation District

August 2, 2016

Janet Zimmerman  
Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477-9427

RE: Mooring Field Improvements Phase I (a)  
NA-FB-14-14

Dear Ms. Zimmerman:

The City of Fernandina Beach requests a one-year extension of the above-cited grant agreement to September 30, 2017. Phase I (a) has been completed and the City currently is implementing Phase I (b).

The City has applied for Phase II (construction) that will include purchase and installation of mooring devices to increase the capacity of the mooring field. Per F.I.N.D. rules, the City cannot be reimbursed for F.I.N.D.'s 50% cost-share of Phases I (a) and I (b) until the City signs a contract with a vendor for installation under Phase II, which we estimate to be February 2017.

Thank you for this opportunity to request a grant agreement extension for Phase I (a). If you require more information or have questions, please contact our grants administrator, Cheryl Lilly, at 904-310-3104.

Sincerely,



Dale L. Martin  
City Manager

## MSA-726 LEASE AGREEMENT

THIS MSA-726 LEASE AGREEMENT ("Lease") dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 POMPANO BEACH, 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 located in the City of Pompano Beach, Broward County, Florida, said parcel being designated in the Landlord's Long-Range Dredged Material Management Plan as Material Storage Area (MSA) 726, 726-B and 726-C, as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Premises").
- B. Tenant has been operating the Premises as a passive public park since 1981 pursuant to a lease agreement with Landlord dated August 25, 1981 with a term of twenty-five years ("Original Lease"), which has been extended by two Lease Extension Agreements until August 25, 2016.
- C. Tenant has requested Landlord to further extend the Original Lease.
- D. Landlord is in the process preparing the Premises for use as a staging area for the maintenance dredging of the Intracoastal Waterway ("IWW"), including the removal of all non-native, nuisance vegetation and replacement with native vegetation, as depicted on Exhibit "B" attached hereto and made a part hereof by reference ("Landscape Plan").
- E. Landlord is willing to allow the Tenant to use the Premises as a passive city park upon the terms and conditions of this Lease.

### WITNESSETH

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. INCORPORATION OF RECITALS

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

#### 2. PREMISES/TERM

Landlord hereby leases the Premises to Tenant for a term commencing August 26, 2016, and terminating August 25, 2021 (the "Term").

### 3. PAYMENT OF RENT

- a. 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. COVENANTS OF LANDLORD

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, 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.

### 5. OPTION

Any renewals or extensions of the Lease shall be subject to the future agreement of the parties.

### 6. USE OF PREMISES/CONDUCT OF BUSINESS

- a. Tenant shall continuously occupy and use the Premises solely as a passive public park (hereinafter called the "Permitted Use").

Tenant shall not make or permit any use of 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 Broward, 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. Tenant shall take reasonable measures to ensure that park patrons do not illegally park on NE 23<sup>rd</sup> Place, NE 24<sup>th</sup> Street, and NE 27<sup>th</sup> Terrace adjacent to the Premises.

## 7. TENANT'S FIXTURES AND ALTERATIONS

- a. Tenant agrees that it will not make any alterations (whether 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 install 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 IWW. One sign shall be placed at the entrance to the Premises on NE 24<sup>th</sup> Street and one sign along the NE 23<sup>rd</sup> Place frontage. The signs shall be a minimum of 16 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. LIENS

- a. Mechanics' or Materialmen's Liens: 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. Landlord's Liability for Tenant's Liens: 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. Public Construction Bond. 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 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. LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- 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 Tenant's 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 indemnification 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 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 Broward, 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. INSURANCE

- 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 Insured.
- 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. REPAIRS AND MAINTENANCE OF PREMISES

- a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscape buffer and perimeter fence and gate, in good order, condition and repair and shall not commit or suffer any waste on the Premises. Without limiting the generality of the foregoing, Tenant shall remove all non-native invasive vegetation on the Premises not less frequently than on a semi-annual basis. After the expiration of any warranties from Landlord's landscaping contractor, Tenant shall, at Tenant's expense, replace any landscape material that subsequently dies or is damaged with the same or better material, as specified in the Landscape Plan.
- 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. INTENTIONALLY DELETED

14. INTENTIONALLY DELETED

15. HAZARDOUS MATERIALS:

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. EVENTS OF DEFAULT

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. REMEDIES IN EVENT OF DEFAULT

- 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. SURRENDER OF POSSESSION/HOLDING OVER

- 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. RESERVED RIGHT TO USE THE PREMISES

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 dredged material management 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. Landlord may, but shall not be required to, construct a truck entrance/exit near the northwest corner of the Premises. 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.

21. EXECUTION OF ESTOPPEL CERTIFICATE

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. INTENTIONALLY DELETED

23. EMINENT DOMAIN

- 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. ATTORNEYS' FEES; VENUE

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. NOTICES

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), email 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 Pompano Beach

Attn: \_\_\_\_\_

\_\_\_\_\_  
Pompano Beach, FL 33060

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 email, 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. MISCELLANEOUS

- 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. Tenant shall not change or install additional locks on any gates without Landlord's express written consent. In the event Tenant changes or installs additional locks, Tenant shall provide Landlord with duplicate keys therefor at Tenant's expense.
- 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.
- l. 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.
- p. **RADON GAS**  
  
**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.**
- q. This Lease supersedes and replaces the Original Lease, as amended.

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Peter L. Breton, Esq., General Counsel

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Mark Berman, Esq., City Attorney

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

BY: \_\_\_\_\_  
Mark Crosley, Executive Director

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

AS TO TENANT:

CITY OF POMPANO BEACH, FLORIDA

BY: \_\_\_\_\_  
Lamar Fisher, Mayor

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



## Exhibit A

### MSA 726

That portion of the northwest quarter of the northeast quarter of the northeast quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying west of the westerly 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 6-A, of the public records of said Broward County, Florida, EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

### MSA 726-B

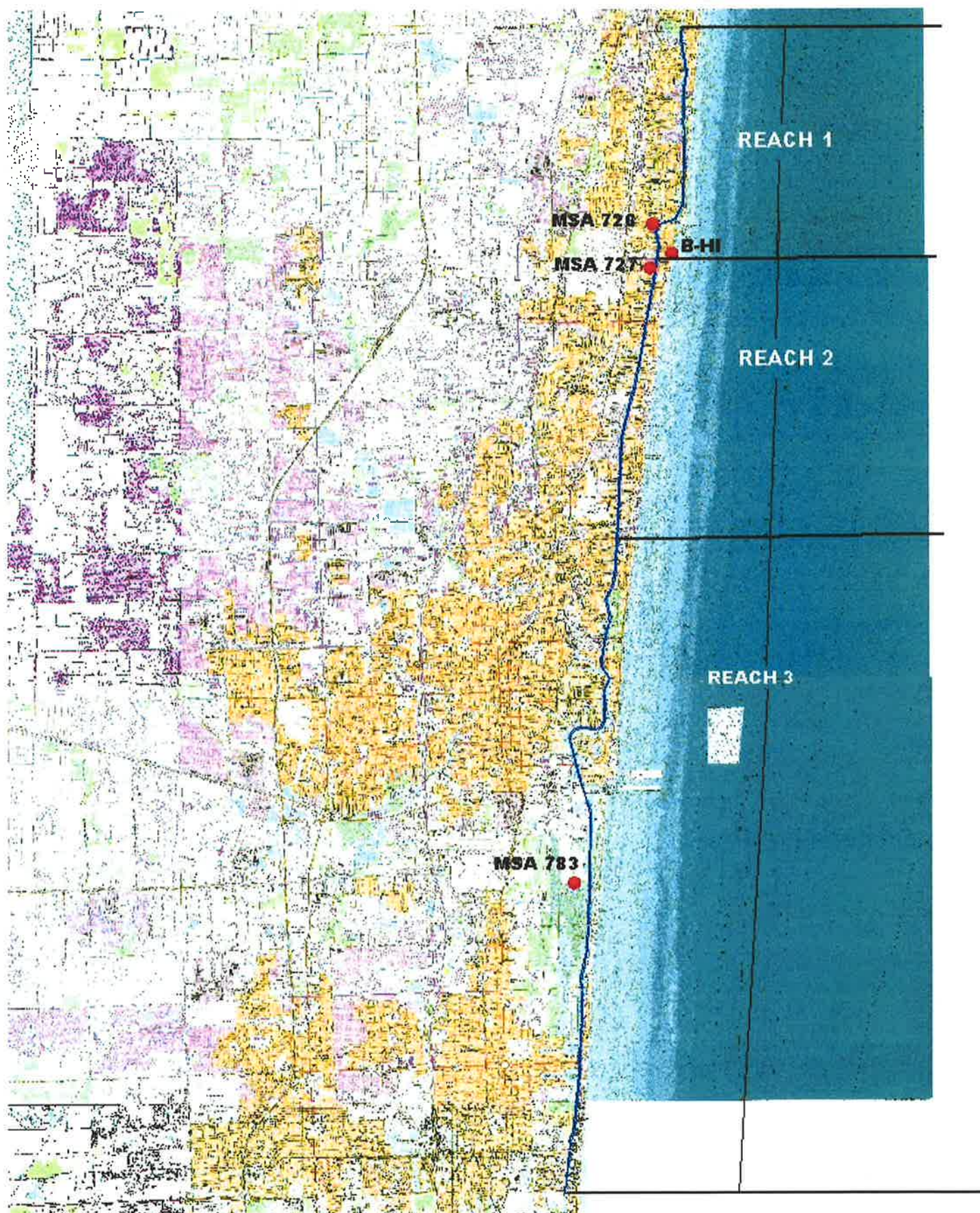
The Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 30, Township 48 South, Range 43 East, containing 10 acres more or less, according to the U.S. Public Land Surveys, and adjoining on the West that certain tract of land designated as MSA 726, as deeded to the Board of Commissioners of the Florida Inland Navigation District by the Mabel Land Company and recorded in Deed Book 276, Page 239, of the Public Records of and in Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

### MSA 726-C

That portion of Block 1, Hillsboro Harbor, Unit "A", according to the plat thereof, recorded in Plat Book 28, Page 23, of the public records of Broward County, Florida, described as follows:

Beginning at a point on the East boundary of said Block 1, said point being 22 feet South of the Northeast corner of said Block 1; thence West and parallel with the north boundary of said Block 1, a distance of 54.5 feet; thence South and parallel to the said East boundary of Block 1, to an intersection with the southerly boundary of said Block 1; thence southeasterly along said southerly boundary to the Southeast corner of said Block 1; thence north along the said east boundary of Block 1, a distance of 626.89 feet, more or less, to the point of beginning.

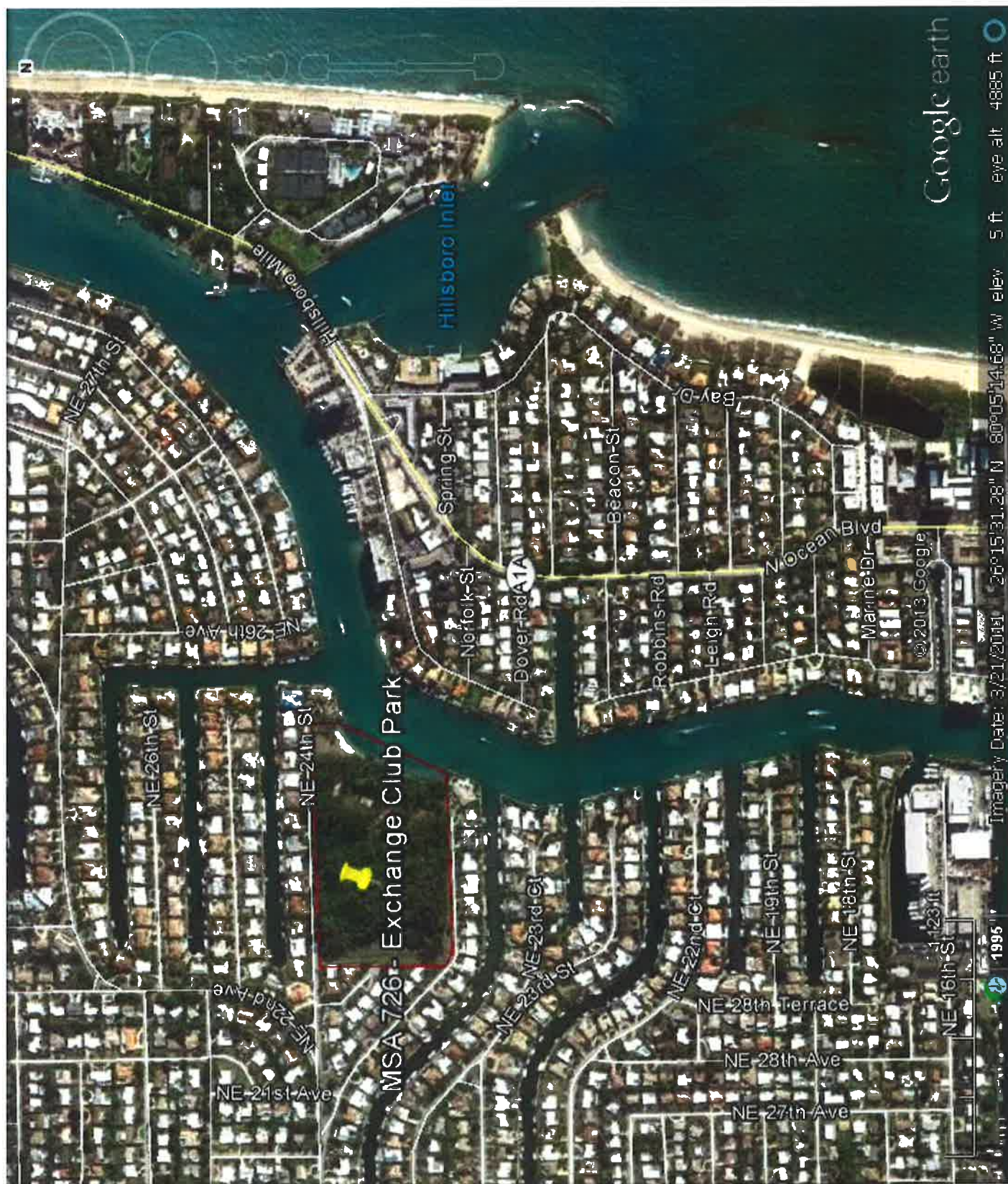




INTRACOASTAL WATERWAY  
DREDGED MATERIAL MANAGEMENT PLAN  
IN BROWARD COUNTY









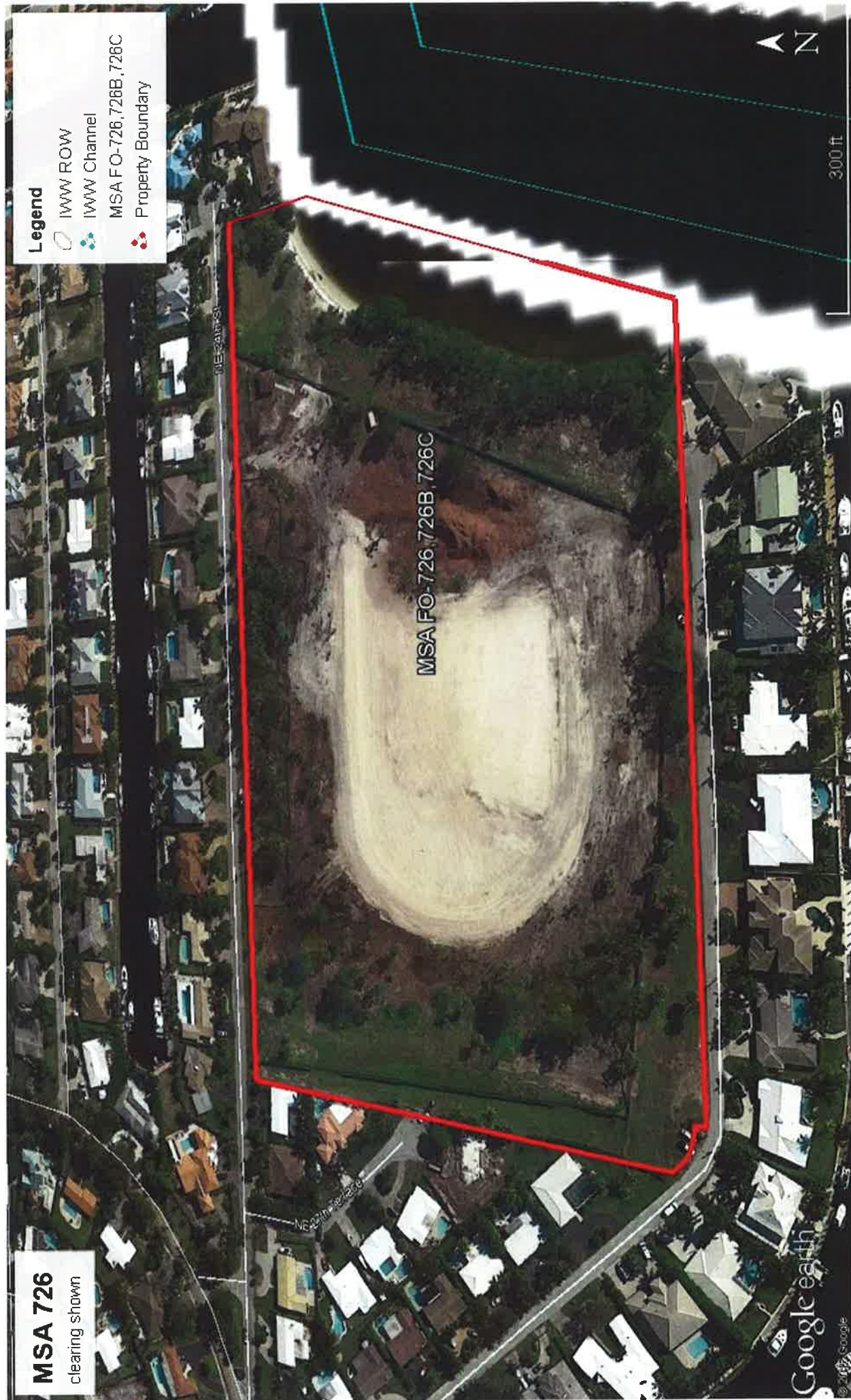


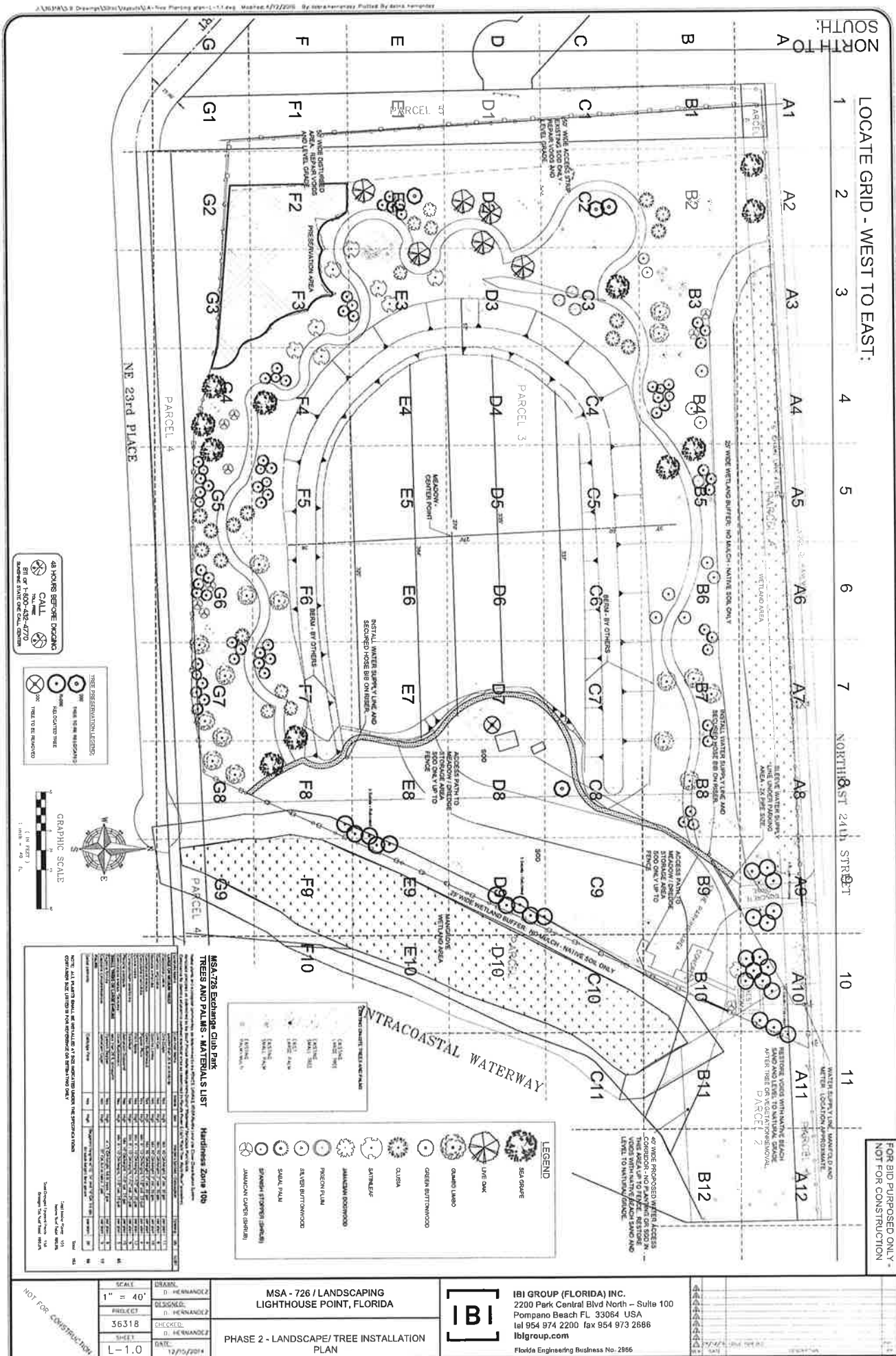
FIND Owned  
Channel  
ICW Right-of-Way

MSA 726

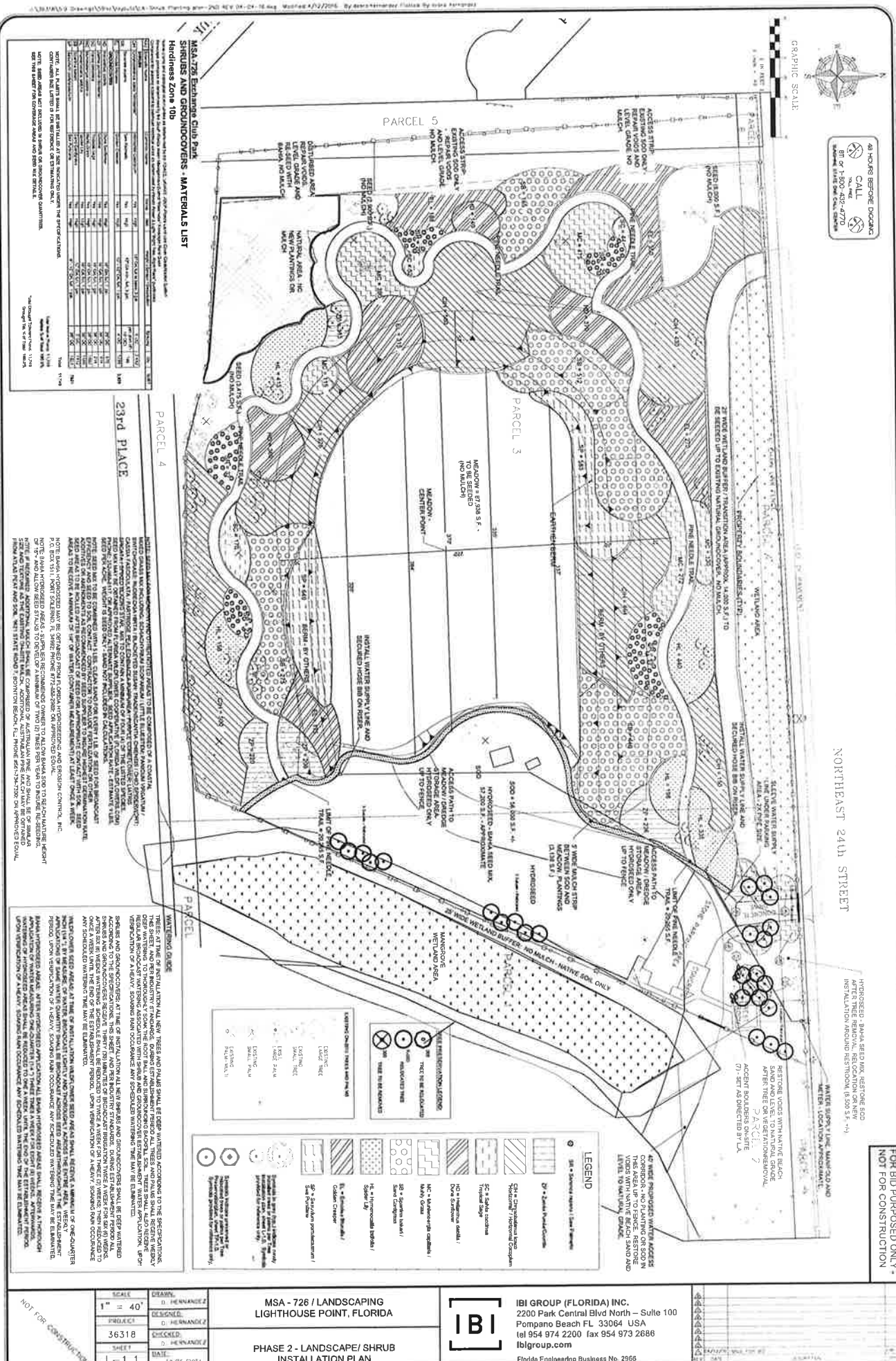












Prepared by and return to:  
 Peter L. Breton, Esq.  
 605 N. Olive Avenue, 2<sup>nd</sup> Floor  
 West Palm Beach, FL 33401

(This space reserved for recording information.)

PROJECT: Okeechobee Waterway  
 Martin County  
 Tract No. DMMA O-7

### **TEMPORARY ACCESS ROAD EASEMENT AGREEMENT**

**THIS TEMPORARY ACCESS ROAD EASEMENT AGREEMENT ("Agreement")**, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between **BREVARD-HARBOR EDGE, LLC**, a Florida limited liability company, whose mailing address is 614 Dovecote Lane, Memphis, TN 38120 ("Grantor"), and the **FLORIDA INLAND NAVIGATION DISTRICT ("FIND")**, an independent special taxing district organized under the laws of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, Florida 33477,

#### **WITNESSETH THAT:**

WHEREAS, the Grantor is the owner of the fee title in and to the tract of land lying and being in Martin County, Florida and more particularly described in Exhibit "A" (the "Brevard-Harbor Edge Property"); and

WHEREAS, FIND is the owner of the fee title in and to the tract of land lying and being in Martin County, Florida and more particularly described in Exhibit "B" (the "FIND Property"); and

WHEREAS, FIND is constructing a dredged material management area known as "DMMA O-7" on the FIND Property which will be used for the maintenance of the Okeechobee Waterway; and

WHEREAS, there is an existing shell rock road through the Brevard-Harbor Edge Property which connects the FIND Property with Southwest 96<sup>th</sup> Street; and

WHEREAS, FIND desires to obtain a temporary easement to use said shell rock road for access to the FIND Property; and

WHEREAS, Grantor is willing to grant to FIND a temporary easement to use said shell rock road under the terms and conditions contained herein.

**NOW, THEREFORE**, 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 and FIND hereby agree as follows:



1. Grantor hereby grants to FIND, and its successor and assigns, a temporary, non-exclusive access road easement over, upon and through the Brevard-Harbor Edge Property, sixty (60) feet in width, which shall be thirty (30) feet on either side of the centerline as more particularly described on Exhibit "C" (the "Access Road Easement"). FIND shall have the right to occupy the entire width of the sixty (60) foot easement and Grantor shall place no improvements or obstructions within the Access Road Easement which are inconsistent with its use as an access road; **provided, however**, that Grantor may install gates, cattle guards and drainage culverts across the Access Road Easement. Grantor shall provide keys or combinations to FIND, and FIND shall have the right to add its own locks. Cattle guards and culverts shall be designed to bear the weight of heavy construction equipment and fully loaded dump trucks. FIND may assign its easement rights, on a permanent or temporary basis, to the U.S. Army Corps of Engineers ("Corps") and/or to any of FIND's or the Corps' contractors while performing work on or using DMMA O-7 in connection with dredging of the Okeechobee Waterway, including, without limitation, offloading dredged material from the DMMA.

2. Grantor and FIND hereby agree that FIND may improve and modify the entire sixty (60) foot width of the Access Road Easement to facilitate proper and efficient ingress and egress of construction equipment and vehicles, including fully loaded dump trucks, provided that FIND is not required to pave the Access Road Easement. Grantor shall have the right to review and approve all such improvements and modifications, provided that such approval shall not be unreasonably withheld or delayed. All such improvements and modifications will be at the sole expense of FIND.

3. The cost of routine maintenance of the Access Road Easement such as, but not limited to, grading, dragging, filling in washouts and potholes, and repair and replacement of pipes and culverts, shall be shared equally between Grantor and FIND. Except in emergencies, the party desiring to undertake routine maintenance shall notify the other party at least 72 hours prior to such maintenance. The notification shall include the nature of the maintenance, the timing and duration, and the estimated cost. Upon completion of the maintenance work, payment shall be made within thirty (30) days of receipt of an invoice with appropriate detail. Notwithstanding the foregoing, any damage to the Access Road Easement caused by the negligence or willful act of a party or its officers, agents, tenants, licensees or invitees shall be promptly repaired by that party at its sole cost and expense.

4. Prior to any offloading of the DMMA by FIND or the Corps, FIND shall document the then-existing condition of the Access Road Easement through video or other appropriate means and provide a copy to the Grantor. FIND shall be responsible for repairing any damage caused by the offloading process and restoring the Access Road Easement to its pre-offloading condition, at FIND's sole cost and expense. During offloading, FIND will take reasonable measures to limit the speed of vehicles. No offloading shall occur during the Grantor's growing season without Grantor's consent.

5. Grantor may relocate the Access Road Easement from time to time at Grantor's expense, subject to FIND's prior written agreement, which shall not be unreasonably withheld provided the relocated easement provides equivalent or better access to the FIND Property and is a minimum sixty (60) feet in width. Grantor shall prepare an amended easement agreement, including a legal description of the relocated easement, at Grantor's expense. Grantor, at its expense, shall construct a replacement access road in the relocated easement equivalent to or better than the then-existing access road.

6. The initial term of this Agreement shall be five (5) years and shall automatically renew for successive five (5) year terms, for a total of fifty (50) years, unless either party notifies the other party in writing not less than one (1) year prior to the end of the current term that such party elects not to renew the Agreement. Notwithstanding the foregoing, at any time following the third (3<sup>rd</sup>) anniversary of the execution of the Agreement, either party may terminate this Agreement upon one (1) year's written notice to the other party.

7. 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, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to Grantor:                   BREVARD-HARBOR EDGE, LLC  
614 Dovecote Lane  
Memphis, TN 38120

With copy to:                   Paul A. Krasker, Esq.  
Law Office of Paul A. Krasker, P.A.  
501 S. Flagler Drive, Suite 201  
West Palm Beach, FL 33401

If to FIND:                   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, 2nd 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.

8. Grantor does hereby covenant that it is lawfully seized of the sufficient fee title to the Brevard-Harbor Edge Property to grant the easement rights aforementioned.

9. Except as specifically granted herein, Grantor reserves all right, title and interest in the Access Road Easement.

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

Signed, sealed and delivered  
in the presence of:

“GRANTOR”:

BREVARD-HARBOR EDGE, LLC, a Florida  
limited liability company

(1) \_\_\_\_\_

(Typed or Printed Name)

By: \_\_\_\_\_  
Rebecca Winemiller, its Managing Member

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

(Typed or Printed Name)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Rebecca Winemiller, as Managing Member of Brevard-Harbor Edge, LLC, a Florida limited liability company, on behalf of the Company, and she \_\_\_\_\_ is personally known to me, OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

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

(NOTARY STAMP)

Signed, sealed and delivered  
in the presence of:

“FIND”:

FLORIDA INLAND NAVIGATION  
DISTRICT

(1) \_\_\_\_\_

(Typed or Printed Name)

By \_\_\_\_\_

Donald Cuozzo, Chair

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

(Typed or Printed Name)

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Donald Cuozzo, as Chair of Florida Inland Navigation District, an independent special taxing district organized under the laws of the State of Florida, on behalf of the District, and he \_\_\_\_\_ is personally known to me, OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

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

(NOTARY STAMP)

## JOINDER

The undersigned, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 30, 2013, from Brevard-Harbor Edge, LLC, as Mortgagor, recorded in Official Records Book 2681, at Page 1894 of the Public Records of Martin County, Florida, which encumbers, *inter alia*, the Brevard-Harbor Edge Property as more particularly described in the foregoing Access Road Easement Agreement, does hereby join in and consent to said Agreement.

Witnesses: METROPOLITAN LIFE INSURANCE COMPANY,  
a New York corporation

(1) \_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_

(2) \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, on behalf of the corporation, and he/she \_\_\_\_\_ is personally known to me, OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

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

(NOTARY STAMP)

**EXHIBIT "A"**

(BREVARD-HARBOR EDGE PROPERTY)

**PENDING**

## EXHIBIT "B"

Site O-7




Lots 1 thru 8, Block 15, of the Saint Lucie Inlet Farms Subdivision, as recorded in Plat Book 1, page 98 of the Public Records of Palm Beach County, Florida. Lands now situate and lying in Martin County, Florida.

OR BK 01661 PG 1141

## ATTACHMENT A

## O-7 DMMA

## Legend

-  Dept. of Revenue Property Line  
 Disposal Area O-7 DMMA  
 (Dredge Material Management Area)

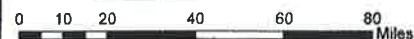
| MapID | PARCEL NO           | OWNER NAME                     |
|-------|---------------------|--------------------------------|
| 1     | 553841000016000102  | UNITED STATES OF AMERICA       |
| 2     | 123940000012000102  | UNITED STATES OF AMERICA       |
| 3     | 553841000019000402  | MADONIA, BATISTA SR & EVELYN   |
| 4     | 553841000017000510  | MARTIN COUNTY                  |
| 5     | 553841000007000708  | LOCKS LANDING HOMEOWNERS ASSOC |
| 6     | 5538410000150000104 | FLORIDA INLAND NAVIGATION DIST |
| 7     | 553841000016000008  | BREVARD-HARBOR EDGE LLC        |
| 8     | 553841000017000306  | BREVARD-HARBOR EDGE LLC        |
| 9     | 553841000017000501  | BREVARD-HARBOR EDGE LLC        |
| 10    | 5538410000080000109 | BREVARD-HARBOR EDGE LLC        |
| 11    | 5538410000070000101 | BREVARD-HARBOR EDGE LLC        |
| 12    | 123940000000000401  | BREVARD-HARBOR EDGE LLC        |
| 13    | 123940000011000006  | BREVARD-HARBOR EDGE LLC        |
| 14    | 553841000012000100  | UNITED STATES OF AMERICA       |

## Government Interest

-  Government Acquisition Tract  
 Perpetual Access

## 123 Government Acquisition Tract Number

| TRACT          |
|----------------|
| 880 - FEE      |
| 882 - FEE      |
| 887 - FEE      |
| 889 - Easement |
| 890 - Easement |
| 891 - Easement |
| 892 - Easement |
| 893 - Easement |
| 895 - Easement |
| 898 - Easement |
| 900 - Easement |
| 901 - Easement |
| 904 - Easement |
| 905 - Easement |
| 908 - Easement |
| 910 - FEE      |
| 911 - FEE      |
| 914 - FEE      |
| 915 - FEE      |
| 922 - FEE      |
| 923 - FEE      |
| 9001E - Access |



## NOTES:

1. THIS IS NOT A SURVEY. THIS IS A SKETCH OF PARCELS BASED ON MAP FILE NO. 302-12,280, CALOOSAHATCHEE RIVER AND LAKE, OKEECHOBEE DRAINAGE AREAS, FLORIDA, DATED JULY 1930.
2. ALL REFERENCED OFFICIAL RECORDS AND PLATS ARE OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
3. PARCEL NUMBER AND OWNERSHIP LISTED ARE SOURCED FROM FLORIDA DEPT. OF REVENUE 2014 DATA.

O-7\_DMMA2.mxd  
 9/22/2015

## Location Map







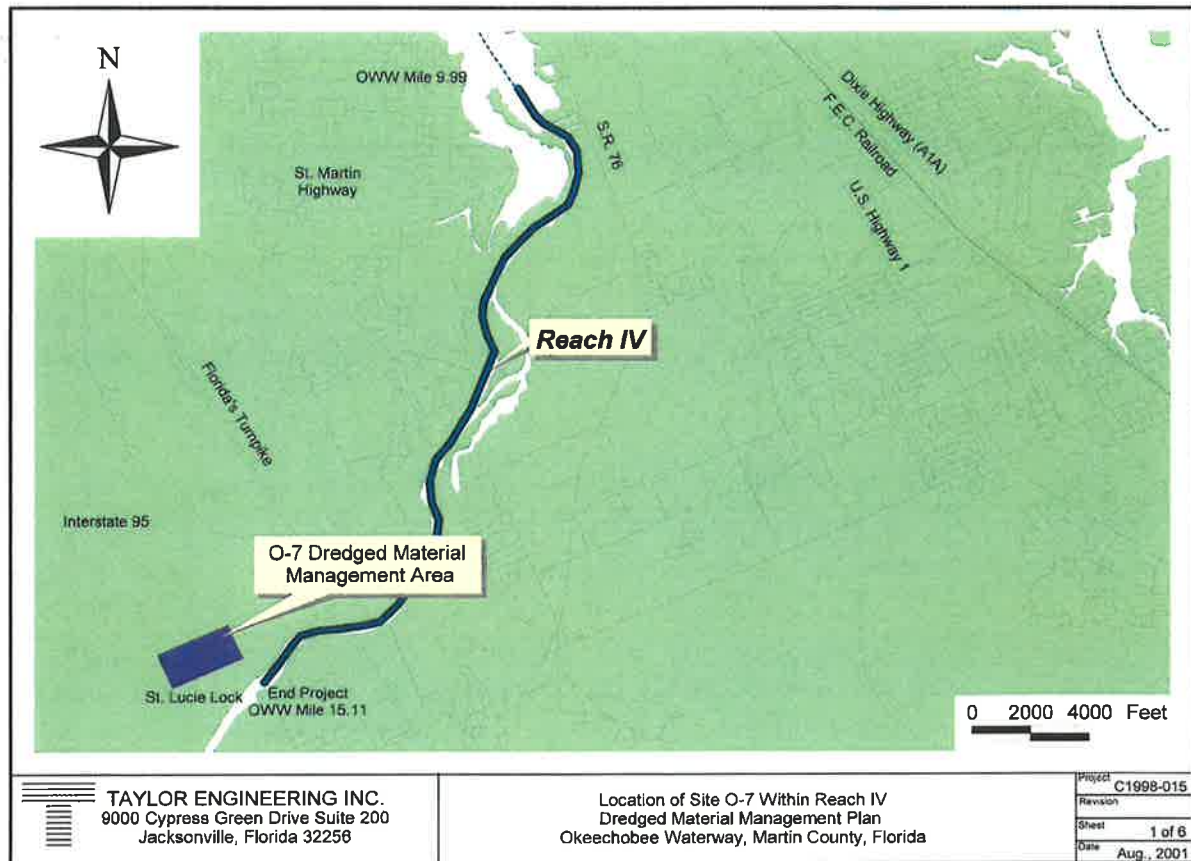
# DMMA O-7 CONSTRUCTION AND OWW REACH IV DREDGING STATUS UPDATE March 2016

**DESCRIPTION OF WORK:** Work includes construction of Dredged Material Management Area (DMMA) O-7 and maintenance dredging of shoals in Reach IV of the Okeechobee Waterway (OWW) from north of the Palm City Bridge to the St. Lucie Lock.

**PRELIMINARY SCHEDULE:**

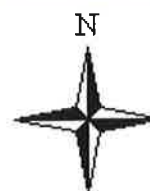
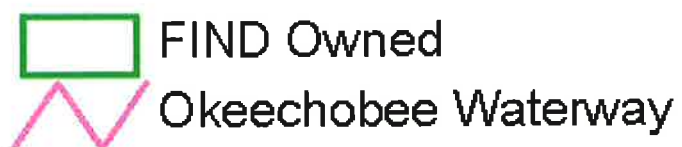
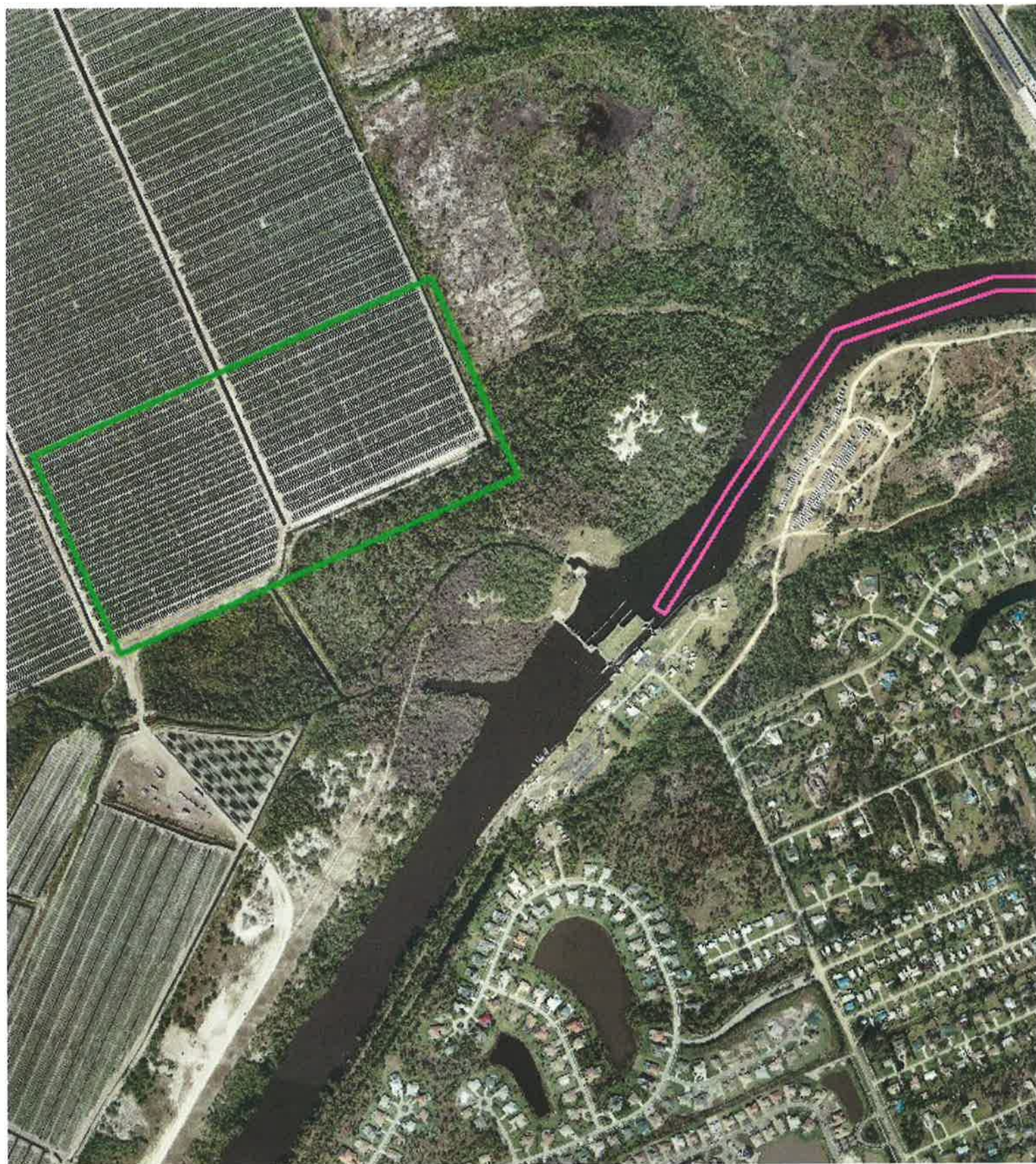
|                           |                             |
|---------------------------|-----------------------------|
| DMMA O-7 Plans and Specs: | Complete (USACE)            |
| Bid O-7 Construction:     | 2016                        |
| O-7 Bid Opening:          | TBD                         |
| O-7 Construction:         | 9 month construction period |
| Dredging Initiated:       | Following O-7 construction  |

**STATUS:** Construction pending Work Order execution.





## SITE O-7







This instrument prepared by:  
 Peter L. Breton, Esq.  
 605 N. Olive Ave., 2<sup>nd</sup> Floor  
 West Palm Beach, FL 33401

### EASEMENT

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 16 between  
Florida Inland Navigation District, an independent special taxing district of the State of Florida as the first party, and  
The City of Cocoa as the second party, for the use and benefit of a perpetual waterline easement.

**WITNESSETH:** That the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, including the terms for installation as agreed to by both parties as more particularly set forth in Exhibit "2" attached hereto and made a part hereof by reference, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual ten (10) foot wide non-exclusive utility easement commencing on the above date, for the sole purpose of constructing and maintaining a waterline and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated.

The land affected by the granting of this easement is located in Sections 27, Township 23 South, Range 36, East, County of Brevard, State of Florida, and is more particularly described as follows;

**The west 10.00 feet of the lands as described in attached Exhibit "1"**

**TO HAVE AND TO HOLD** said easement unto the second party and to its successors and assigns.

**IN WITNESS WHEREOF**, the first party having set their/her/his hand seal this, the day and year first above written.

Signed, sealed and delivered  
 in the presence of:

**Florida Inland Navigation District**

\_\_\_\_\_  
 Witness:

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Type of Print Name)

Don Cuozzo, CHAIR  
 (Type of Print Name)

\_\_\_\_\_  
 Witness:

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Don Cuozzo as Chair of the Florida Inland Navigation District, on behalf of the District who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal at \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

## EXHIBIT "2"

1. City shall install two 24-inch carrier pipes under North Tropical Trail, centered in FIND's existing pipeline easement. The 24-inch carrier pipes will allow the placement of intake and discharge pipelines as large as 18 inches. The 24-inch dredge carrier pipes shall have proper cover (approximately 24" below grade) under the roadway and include cover to prevent stormwater entering the pipes. These openings shall be capped on each end, so they are not a public nuisance and collect stormwater and debris within the carrier pipes. This item shall be as shown on Sheet 12 of 39 of City of Cocoa Utilities Department - North Tropical Trail Waterline Extension Project – Submitted for Permitting Purposes Only 90% set, submitted by Bussen-Mayer Engineering Group, Inc., on behalf of the City of Cocoa Utilities Department, dated April 4, 2016 (hereinafter, the "Plans").
2. City shall install the water line at least two feet beneath the 24-inch dredge carrier pipes, as shown on sheet 12 of 39 of the Plans.
3. City shall install the water line through carrier pipes beneath both driveways onto the property to protect against water line breakage from the high weight vehicles and traffic during DMMA construction and operation. Both pipeline accesses shall be constructed with subgrade layers, grade layers, asphalt layer with compaction throughout the construction process, as shown on sheets 8 and 12 of 39 of the Plans.
4. BV-11 has a high water table, so the City should review suitability of copper as the stub-out material, as addressed on sheets 8 and 12 of 39 of the Plans.





April 20, 2016

Mark Crosley  
Executive Director  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477-9498

Re: BV-11  
City of Cocoa Utilities Department - North Tropical Trail Waterline Extension Project  
90% Set – Submitted for Permitting Purposes Only

Dear Mr. Crosley:

The Florida Inland Navigation District (FIND) requested that Taylor Engineering review the above-referenced project, submitted by Bussen-Mayer Engineering Group, Inc., on behalf of the City of Cocoa Utilities Department (City) to ensure that all previously provided comments had been addressed. We were provided two sheets from the drawing 90% Set – Submitted for Permitting Purposes Only set, Sheets 8 and 12 of 39, dated April 4, 2016.

**Resolution to Potential Impacts:**

1. FIND should request that the City install two 24-inch carrier pipes under North Tropical Trail, centered in FIND's existing pipeline easement. This easement is not shown on Attachment B. It is assumed to be somewhere near the ditch crossing shown on Attachment B. The carrier pipes crossing under the road should be similar to the example included in Attachment E. The 24-inch carrier pipes will allow the placement of intake and discharge pipelines as large as 18 inches. The 24-inch dredge carrier pipes should have proper cover (approximately 24" below grade) under the roadway and include cover to prevent stormwater entering the pipes.

*This item has been addressed on sheet 12 of 39. These openings should be capped on each end as per FIND detail, so they are not a public nuisance and collect stormwater and debris within the carrier pipes.*

2. FIND should request that the City install the water line at least two feet beneath the 24-inch dredge carrier pipes.

*This item has been addressed on sheet 12 of 39.*

3. FIND should request that the City install the water line through carrier pipes beneath both driveways onto the property. Carrier pipes would protect against water line breakage from the high weight vehicles and traffic during DMMA construction and operation. Both pipeline accesses should be constructed with subgrade layers, grade layers, asphalt layer with compaction throughout the construction process.

*This item has been addressed on sheets 8 and 12 of 39.*

4. FIND should request that the City review the number of water service stub-outs placed on the BV-11 property. FIND will not sell this property, so there is no use for the additional water service stub-outs. BV-11 has a high water table, so the City should review suitability of copper as the stub-out material.

*This item has been addressed on sheets 8 and 12 of 39.*



Mark Crosley  
April 20, 2016  
Page 2 of 2

**Executive Summary**

Taylor Engineering agrees that the above resolutions have been included as conditions of a public utilities easement with the City. We recommend that FIND execute the utility easement.

Our review and summary are based solely on information provided by the City and our knowledge of FIND's planned construction and operation of BV-11. The information presented herein does not represent detailed engineering analysis and design. All analysis presented herein is based solely on estimated parameters and engineering design provided by others. No detailed geotechnical sampling, testing, or design parameters are currently available to inform this analysis.

If you have any questions, please contact me or Michael Whelan, P.E., D.CE. at (904) 731-7040 or email me at [jscarborough@taylorengineering.com](mailto:jscarborough@taylorengineering.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Scarborough", with a stylized, flowing script.

Jerry Scarborough, P.E.  
Senior Advisor

Attachments (1)

# DMMA BV-11

w/ Proposed Utility Easement

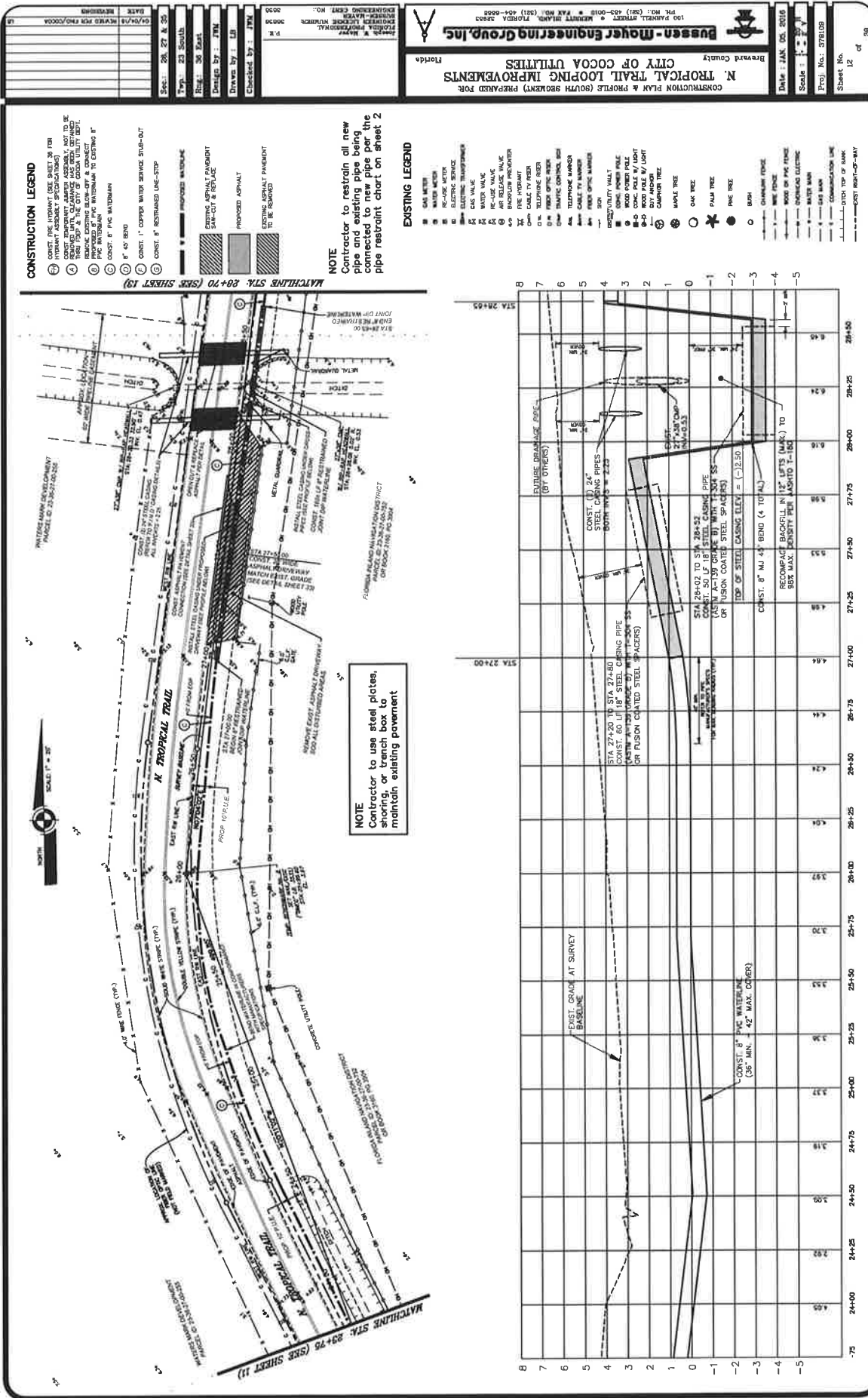
## Legend

- BV-11
- Feature 1
- Utility Easement
- Feature 3





[illegible]





# **Bussen-Mayer Engineering Group, Inc.**



November 11, 2015

Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, FL 33477

**RE: CITY OF COCOA UTILITIES DEPARTMENT  
NORTH TROPICAL TRAIL WATERLINE EXTENSION PROJECT  
CITY PROJECT NUMBER: 2015-18  
BUSSEN-MAYER PROJECT NUMBER: 379109**

To whom it may concern:

We are sending you this correspondence as notification of the proposed project referenced above. Bussen-Mayer Engineering Group, Inc. represents the City of Cocoa Utilities Department as the Engineer of Record for the project. The project will serve to connect existing terminal waterline locations, and provide looping of the overall water system for the project area. These improvements will serve to generally enhance overall water quality and water pressure within the system, as well as provide system redundancy in the event of a watermain break in your area.

You are receiving this letter because the waterline project will extend in front of your property along North Tropical trail. According to available survey records in this area, the only available right-of-way for installation and placement of the waterline extension will be the actual roadway edge of pavement limits. Brevard County operates and maintains the asphalt roadway, with the edge of pavement being the right-of-way line (i.e. the apparent edge of your property).

The City of Cocoa Utilities Department will be installing the new waterline beneath the existing roadway, since it is the only available public right-of-way for the proposed installation, unless you are willing to provide an easement for the waterline across the front of your property. The proposed easement would be 10-ft wide as measured from the edge of pavement adjacent to your parcel. The advantage to you in granting this easement would be less costly and more convenient access to the waterline, for fire protection and potable water services. With the exception of fire hydrant and valve locations, the entire waterline will be constructed below the ground surface (approximately three feet below grade).

If you would be willing to grant a waterline utility easement (10-ft wide) to the City of Cocoa Utilities Department, adjacent to the edge of pavement along the frontage of your parcel, we would request that you execute the attached easement document and return it in the pre-addressed envelope enclosed to the City of Cocoa Utilities Department for recording purposes. Please note that this document will need to be notarized. If you have any questions or we can be of assistance in your consideration of this matter, please do not hesitate to contact the undersigned or the City of Cocoa Utilities Department. We thank you for your consideration and time regarding this request.

Sincerely,

**BUSSEN-MAYER ENGINEERING GROUP, INC.**

A handwritten signature in black ink, appearing to read 'J. Mayer', written in a cursive style.

Joseph W. Mayer, P.E.  
Engineer of Record  
President

CC: Casey McCall, City of Cocoa Utilities Dept.  
Ben Hayner, E.I., City of Cocoa Utilities Dept.

391301EasementRequestLetter2015-1019.docx/pf



**EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 15 between  
Florida Inland Navigation District as the first party, and The City of Cocoa  
 as the second party, for the use and benefit of a perpetual waterline easement.

**WITNESSETH:** That the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date, for the sole purpose of constructing and maintaining a waterline and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated.

The land affected by the granting of this easement is located in Sections 27, Township 23 South, Range 36, East, County of Brevard, State of Florida, and is more particularly described as follows;

**See attached legal description**

**TO HAVE AND TO HOLD** said easement unto the second party and to its successors and assigns.

The first party does hereby covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it to any party thereof.

**IN WITNESS WHEREOF**, the first party having set their/her/his hand seal this, the day and year first above written.

Signed, sealed and delivered  
 in the presence of:

\_\_\_\_\_  
 Witness:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Type of Print Name)

\_\_\_\_\_  
 (Type of Print Name)

\_\_\_\_\_  
 Witness:

\_\_\_\_\_  
 (Signature)

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

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is/are personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

**WITNESS** my hand and official seal at \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

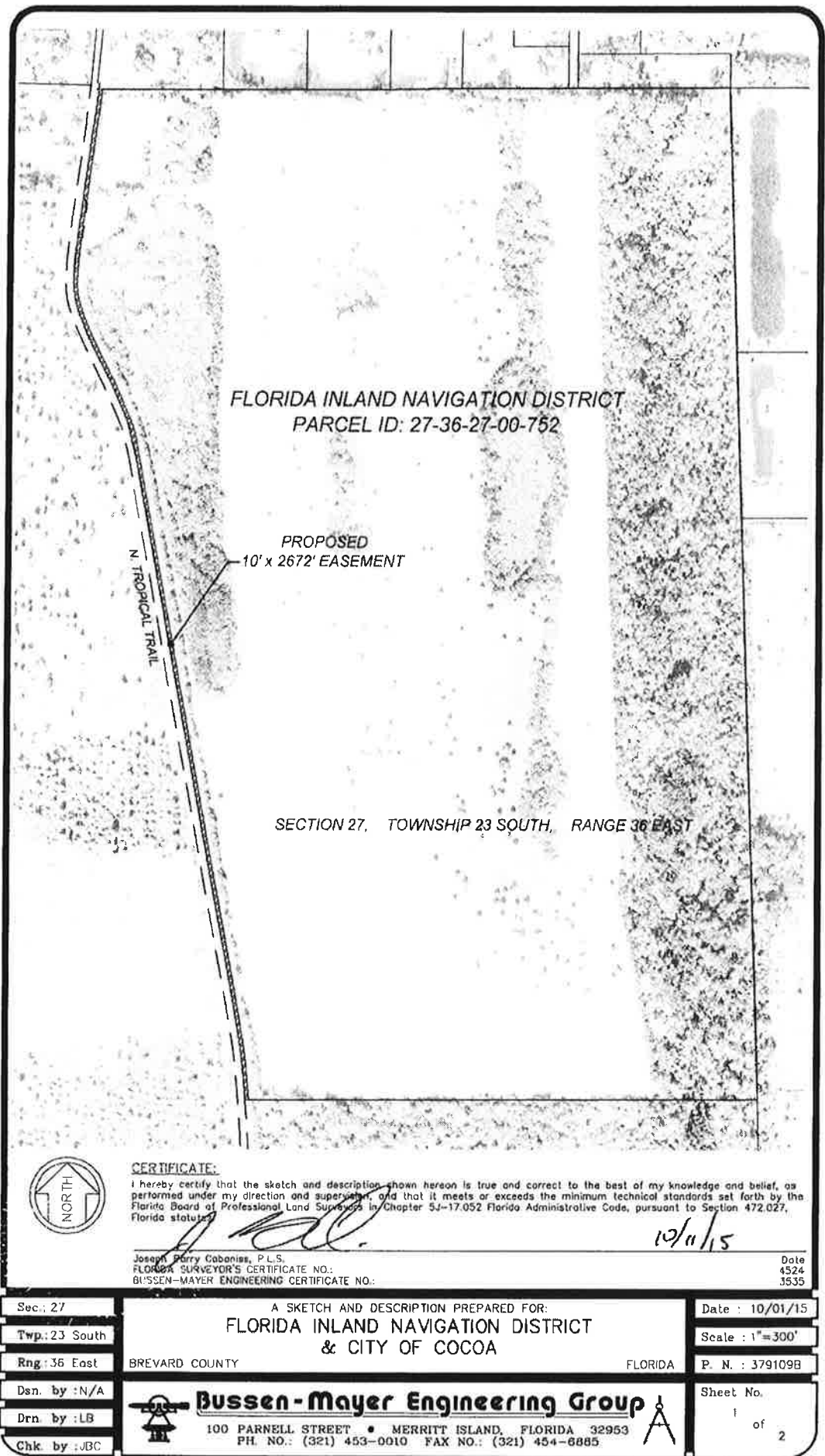
\_\_\_\_\_  
 Print Name

Commission No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

## EXHIBIT "A"

K:\Survey\Survey\379109 North Tropical Trail\379109B-sk01--752.dwg, 11/11/2015 10:56:59 AM, Cad-3, Cad-3



## EXHIBIT "A"

DESCRIPTION: Tax Parcel 752

A parcel of land lying in Section 27, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

The westerly 10.00 feet of lands as described in O.R. Book 3160, Page 3904, of the Public Records of Brevard County, Florida, lying east of and adjacent to the east edge of pavement of North Tropical Trail.

Containing 0.63 acres more or less and being subject to any easements and/or rights-of-ways of record.

NOTES:

1. This is not a boundary survey.
2. This sketch and description is not valid unless signed and sealed with a raised embossed seal.
3. This sketch and description is certified to:  
FLORIDA INLAND NAVIGATION DISTRICT  
CITY OF COCOA

LEGEND:

|           |                                        |
|-----------|----------------------------------------|
| BMEG      | BUSSEN-MAYER ENGINEERING GROUP         |
| GOV'T     | GOVERNMENT                             |
| I.D.      | IDENTIFICATION                         |
| FND       | FOUND                                  |
| RB/C      | RE-BAR WITH SURVEYOR'S CAP             |
| C.M.      | CONCRETE MONUMENT                      |
| (D)       | BEARING/DISTANCE PER DEED              |
| (M)       | BEARING/DISTANCE PER FIELD MEASUREMENT |
| O.R. BOOK | OFFICIAL RECORDS BOOK                  |

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

*Joseph Barry Cabaniss* 10/1/15  
Joseph Barry Cabaniss, P.L.S. Date  
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524  
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

K:\Survey\Survey\379109 North Tropical Trail\379109B-sk01-752.dwg, 11/11/2015 10:57:00 AM, Cad-3, Cad-3

|                |                                                                                                                                                                                                                                    |                 |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Sec.: 27       | A SKETCH AND DESCRIPTION PREPARED FOR:<br><b>FLORIDA INLAND NAVIGATION DISTRICT<br/>&amp; CITY OF COCOA</b><br><br>BREVARD COUNTY FLORIDA                                                                                          | Date : 10/01/15 |
| Twp.: 23 South |                                                                                                                                                                                                                                    | Scale : N.T.S.  |
| Rng.: 36 East  |                                                                                                                                                                                                                                    | P. N. : 379109B |
| Dsn. by : N/A  |                                                                                                                                                                                                                                    | Sheet No.       |
| Drn. by : LB   |                                                                                                                                                                                                                                    | 2 of 2          |
| Chk. by : JBC  |  <b>Bussen-Mayer Engineering Group</b><br>100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32963<br>PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885 |                 |

**ALCALDE & FAY**

GOVERNMENT &amp; PUBLIC AFFAIRS CONSULTANTS

August 3, 2016

**MEMORANDUM**

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

**FROM:** Jim Davenport

**SUBJECT: Federal Legislative Report**

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**LEGISLATIVE LANGUAGE PERTAINING TO COMPENSATORY MITIGATION**

As you know, we received revised language from the U.S. Army Corps of Engineers (USACE), which we forwarded to you, clarifying that compensatory mitigation is not required for maintenance dredging by non-federal entities in authorized waterways. The revisions to our language were sought by Rep. Frankel's office after the USACE suggested to the Minority Staff of the House Water Resources Subcommittee that our original language was problematic. We sent the revised language to the Minority Staff for review but have not heard back.

We are hopeful that the new language will be accepted by the House Water Resources Subcommittee staff as they move forward with a 2016 Water Resources Development Act (WRDA). We are also hopeful that Congress has enough time to consider a WRDA during the lame-duck session, because there does not seem to be anyway to get WRDA moving prior to the election since there are not enough days on the congressional calendar.

We will continue to keep you apprised of our efforts.

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*DRAFTING SERVICE*

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**SUBJECT: Exemptions for Maintenance of Navigable Waters by Non-Federal Entities**

**DATE: July 8, 2016**

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1        SEC. \_\_\_\_\_. –Notwithstanding any other provision of law, requirements to conserve  
2        or to provide compensatory mitigation for impacts to submerged aquatic vegetation under section  
3        305(b) of Public Law 95-354, as amended (16 U.S.C. 1855(b)) shall not apply when a non-  
4        Federal entity conducts maintenance dredging for an authorized Federal navigation project on an  
5        inland waterway, inlet, or harbor located in North Carolina, South Carolina, Georgia and Florida  
6        pursuant to a permit issued under section 404 of the Clean Water Act (33 U.S.C. 1344) or section  
7        10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

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*The draft legislation is provided as a drafting service at your request and should not be construed as an Army or Administration position on this proposal. Under departmental procedures, the official position on the merits of this legislation will be developed by the Secretary of the Army in response to a request from the Chairman of the Committee having the legislation under consideration, and then only after coordination within the Administration.*