

**F. Consent Agenda - Natural Resources Management
ITEM 1.**



**AGENDA REPORT
April 23, 2019**

Resolution and Application for Grant Funds from the Florida Inland Navigation District (FIND) for Acquisition of a Merritt Island Area for Long Term Stormwater Treatment and Intermittent Spoil Handling (D2)

SUBJECT:

Resolution and Application for Grant Funds from the Florida Inland Navigation District (FIND) for Acquisition of a Merritt Island Area Spoil Handling Site (D2)

FISCAL IMPACT:

FY 18-19 - No Fiscal Impact – Grant Award October 2019

FY 19-20 - \$500,000 in FIND Grant Funds, \$266,000 D2 Maintenance Dredging Funds and \$266,000 Save Our Indian River Lagoon Project Funds (Sykes Creek & Merritt Island Muck Dredging Projects)

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

It is requested that the Board: (1) Approve the Resolution and authorize the application for a grant from the FIND; (2) Authorize the Chair to execute the subsequent grant contract with County Attorney and Risk Management approval, if awarded; (3) Authorize the use of Save Our Indian River Lagoon matching funds; and (4) authorize associated Budget Change Requests.

SUMMARY EXPLANATION and BACKGROUND:

As Brevard County seeks to execute muck removal and navigational dredging projects, the availability of upland processing areas for the treatment of dredge spoils has become a growing concern. These temporary spoil handling areas are upland parcels of land that can be used as needed for the temporary processing of dredge spoils until such time as the materials can be moved offsite to a permanent beneficial use or disposal location.

As the distance between dredging and spoil handling sites increases, booster pumps must be added. Booster pumps are required as project pump distances approach one-mile and are required at one-mile intervals thereafter. Booster pumps can complicate project operations, risk and increase cost, particularly as multiple boosters become necessary.

The site being considered in this grant application is closer to the planned dredging areas than other available options. A defined spoil handling area near the dredging site, laid-out in the project design, provides a level of security at the time of project bidding that reduces risk to the contractor and potentially lowers the project cost.

Through fee simple site acquisition and a prescribed site use and management plan, investments in acquisition and handling area development costs, including required mitigation, can be recovered. Purchase of this parcel, with multi-use design options including temporary use as a spoil handling area and long-term use as regional surface water and/or stormwater treatment, emerges as a cost-effective investment of Save Our Indian River Lagoon Trust Funds.

Staff requests permission to apply for a Waterways Assistance Program Grant from the FIND, authorization of the matching funds and any related budget change requests, and authorization for the Chairman to execute the subsequent grant contract, with County Attorney and Risk Management approval, if awarded. Matching funds are derived from existing budgeted project funds for the East Central Canals Dredging (SOIRL)/D2 Maintenance Dredging Project Funds (\$266,000) and the Sykes Creek Area Dredging (SOIRL)/DEP Grant Funds (\$266,000). The total estimated site acquisition cost is expected to be \$1,032,000 with this FIND grant providing \$500,000.

Approval of the attached Resolution, Attachment E-6, Resolution for Assistance Under the FIND Waterway Assistance Program, is required for the Waterway Assistance Program Grant application. This land acquisition strategy and related funding mechanism is consistent with the Save Our Indian River Lagoon Project Plan as approved by the Board on April 9th, 2019. The formal land acquisition and associated land use plan with requests for related authorizations is expected to come before the County Commission in August 2019.

CLERK TO THE BOARD INSTRUCTIONS:

The attached FIND Resolution is to be executed by the Chair and attested by the Clerk. Please email Matt Culver at matt.culver@brevardfl.gov for pick-up.

ATTACHMENTS:

Description

- **Location Map**
- **Resolution VB mcc**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

April 24, 2019

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director Attn: Matt Culver

RE: Item F.1., Resolution and Application for Grant Funds from the Florida Inland Navigation District (FIND) for Acquisition of a Merritt Island Area for Long Term Stormwater Treatment and Intermittent Spoil Handling

The Board of County Commissioners, in regular session on April 23, 2019, adopted Resolution No. 19-064; authorized the Application for a Grant from FIND for acquisition of a Merritt Island Area Spoil Handling Site; authorized the Chair to execute the subsequent grant contract with County Attorney and Risk Management approval, if awarded; authorized the use of Save Our Indian River Lagoon matching funds; and authorized any Budget Change Requests. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Finance
Budget

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. BV-19-143

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Brevard County, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Merritt Island Area Spoil Disposal Site Acquisition. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

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 30, 2021 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2022. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2021, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than twenty-five percent (25%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed \$250,000.00

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** - In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an

equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Brevard County
Attention: Natural Resource Manager, Natural Resource Management Dept.
2725 Judge Fran Jamieson Way, A219
Viera, Florida 32940

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

Patricia Hester

J. A. Hester

Brevard County

By: _____
Title: *Kristine Isnardi, Chair*

Date: As Approved by the Board 10/22/2019

Reviewed for legal form and content:

Christina Walker

Assistant County Attorney

Exhibit A

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2017**

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Merritt Island Area Dredging, Spoil Disposal Site Acquisition
Applicant:	Brevard County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Purchase of 13.6 acres of waterfront property for the purpose dredged material spoil management	\$1,032,000	\$782,000	\$250,000

**TOTALS =	\$1,032,000	\$782,000	\$250,000
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ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2019
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Brevard County Board of County Commissioners
(Name of Agency) is interested in carrying out the
following described project for the enjoyment of the citizenry of Brevard County
and the State of Florida:

Project Title Merritt Island Area Spoil Disposal Site

Total Estimated Cost \$ 1,032,000

Brief Description of Project: This is a land acquisition project for the purchase of a publicly owned spoil management site that will be used to support maintenance dredging, environmental dredging and regional stormwater treatment projects.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Brevard County Board of County Commissioners
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said Brevard County Board of County Commissioners
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 48.4 % of the
actual cost of the project in behalf of said Brevard County Board of County Commissioners
(Name of Agency)

AND, be it further resolved by the Brevard County Board of County Commissioners
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____ Brevard County Board of County Commissioners _____ for public use.
(Name of Agency)

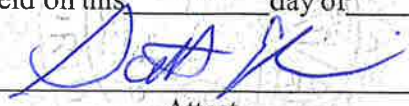
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ Brevard County Board of County Commissioners _____ at a legal meeting

held on this 23rd day of April 2019.



Attest
Scott Ellis, Clerk of the Court

Title



Signature
Kristine Isnardi, Chair

Title


ATTACHMENT E-1.
APPLICATION CHECKLIST 2019
(To be completed by the Applicant)

Project Title:	Merritt Island Area Dredging, Spoil Disposal Site (Acquisition)
Applicant:	Brevard County

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 1/2"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		—
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	X	—
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) (Form must be completed and signed)	X	—
4. Project Information – E-3 (Form No. 90-22a, 1 page)	X	—
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	X	—
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	X	—
7. Project Timeline – E-6 (Form No. 96-10, 1 page)	X	—
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	—	pending

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST
(To be completed by the Applicant)

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	<u>X</u>	<u> </u>
10. County/City Location Map	<u>X</u>	<u> </u>
11. Project Boundary Map	<u>X</u>	<u> </u>
12. Clear & Detailed Site Development Plan Map	<u>X</u>	<u> </u>
13. Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	<u> </u>	<u>N/A</u>

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 29, 2019. By May 24, 2019 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2019. If the information in Item 13 is not submitted to the District office by September 15, 2019, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Matt C. Culver TITLE: Boating & Waterways Program Coordinator


** SIGNATURE - PROJECT LIAISON **

3/29/19
DATE

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

ATTACHMENT E-2

**WATERWAYS ASSISTANCE PROGRAM FY 2019
PROJECT APPLICATION
APPLICANT INFORMATION - PROJECT SUMMARY**

APPLICANT INFORMATION			
Applicant: Brevard County Board of County Commissioners			
Department: Natural Resources Management Department			
Project Title: Merritt Island Area Dredging, Spoil Disposal Site (Acquisition)			
Project Director: Virginia Barker		Title:	Natural Resources Mgmt
Project Liaison: Matt C. Culver <i>(if different from Project)</i>		Title:	B&W Prog. Coord.
Mailing Address: 2725 Judge Fran Jamieson Way, A219			
City: Viera		Zip Code:	32940
Email Address: matt.culver@brevardfl.gov		Phone #:	321-482-7970
Project Address: Vacant land west of N. Banana River Dr., south of Phyllis Dr.			

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____



DATE: _____

3/29/19

<p>PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)</p> <p>Located on Merritt Island in central Brevard County, the proposed project is for the acquisition of 13.60 acres (10 upland acres) of waterfront property to be used as a publicly owned dredge material spoil management site. Situated between the Sykes Creek waterway and the Banana River Lagoon, the site will be used to support regional maintenance dredging projects at public boat ramps and for County maintained channels in the area. The project site may also serve as a staging or off-loading area in support of larger environmental restoration (muck) dredging projects scheduled for this region. When not supporting dredging projects, the site will serve as a regional stormwater treatment area. The site is located directly on the Sykes Creek waterway and less than 5 roadway travel (trucking) miles from 3 public boat ramps and the permitted Milford Point maintenance dredging project area. The project site is located in a densely developed residential area and would serve as a key project support area for current and future maintenance dredging projects. This site lies within County Commission District 2 (D2), which maintains an established yearly budgetary allocation for the purpose of maintenance dredging throughout the over 32 miles of channels/canals and the existing boat ramps in the Merritt Island area. Acquisition of this site would provide a huge cost savings to future dredging projects in this area. Funding for site planning and development is presently available as part of the existing dredging project funding. The full site acquisition cost is estimated to be \$1,032,000.</p>

ATTACHMENT E-3 - PROJECT INFORMATION 2019

Applicant: Brevard County		Project Title: Merritt Island Area Dredging, Spoil Disposal Site (Aquisition)	
Total Project Cost: \$ 1,032,000	FIND Funding Requested: \$ 500,000	% of Total Cost: 48.4%	
Amount and Source of Applicant's Matching Funds:		District 2 Maintenance Dredging Project Funds and Save Our Indian River Lagoon Project Funds	

1. Ownership of Project Site (check one): Own: Leased: Other:

2. If leased or other, please describe lease or terms and conditions:

This is a land acquisition project. Brevard County is presently working to acquire the indicated parcel.

3. Has the District previously provided assistance funding to this project or site? Yes: No:

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

This is a land acquisition project. Brevard County is presently working to acquire the indicated parcel. There is no public access to this site.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

The project site will be used as a County managed spoil management area. The site will be used for public benefit dredging projects and public access is not anticipated.

7. Are fees charged for the use of this project? No Yes **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	N/A		
DEP	N/A		
ACOE	N/A		

ATTACHMENT E-4

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Merritt Island Area Dredging, Spoil Disposal Site (Acquisition)
Applicant:	Brevard County Board of County Commissioners

1) PRIORITY LIST:

- a) Denote the priority list category of this project from Attachment C in the application.** (The application may only be of one type based upon the predominant cost of the project elements.)

Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access

- b) Explain how the project fits this priority category.**

The proposed project is for the acquisition of 13.60 acres of property to be used as a publicly owned dredge material spoil management site. The approximately 10 upland acre site will be used to support regional maintenance dredging projects at public boat ramps and for County maintained channels in the area.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

The goal of the proposed project is to develop a dredged material spoil disposal area that will support County waterway maintenance and improvement projects in the area. The projects this area will support will improve public access and water quality throughout the area.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

The project will support local navigation and public access projects in the area through the support of dredging. Regional dredging of the system will improve navigation between the channels, local boating corridors, and the ICW, and will enhance access to adjacent residential canals and for fisherman who frequent the regions internal waterways for recreational fishing.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

In a effort to prioritize project funding, the D2 Dredge Committee has made specific counts, related to access, along the 32 miles of County waterways that would benefit by use of this spoil management area. There are 46 canal segments in need of dredging with over 2590 homes directly adjacent to these waterways. The 3 public boat ramps in the area support over 72 boat trailer parking spaces and are all highly used and at capacity on weekends & holidays.

- b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

This project will provide support for the dredging of public access points, channels and residential canals that provide access to near-shore fishing grounds. The Recreational Boating Characterization of Brevard County indicates this area as a region typically visited during a recreational boating outing. Future dredging will increase boating access and safety. The areas designated for future dredging are accessible by all.

- c) Are there any restrictions placed on commercial access or use of this site?

The project site will be used as a County managed spoil management area with interim use as a regional stormwater treatment area. The site will be used for public benefit dredging projects and general commercial use and access to the site is not anticipated. Commercial contractors will be employed to do work at/on the site as projects are initiated.

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The project site is presently under a real estate purchase contract by Brevard County. Two formal appraisals, along with a separate appraisal review have been completed. In order to complete the purchase, all funding sources, use designations and the purchase contract must be approved by the Brevard County Commission.

- b) Briefly explain any unique aspects of this project that could influence the project timeline.

In order to complete the land acquisition process the parcel must be formally approved by the County for the proposed use. This will require local land-use, zoning and/or ordinance reviews and approvals by the Merritt Island Redevelopment Agency, the Planning & Zoning Board and the County Commission. This review will require public meetings and can span 3-5 months, depending on meeting schedules.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

D2 Maintenance Dredging Project Funds (East Central Canals Dredging): \$266,000 budgeted
Save Our Indian River Lagoon Project Funds (Sykes Creek Area Dredging):
\$266,000 budgeted

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

This is a land acquisition project. No cost increases are anticipated.

- c) Describe any methods to be utilized to increase the cost efficiency of this project.

Multiple appraisals have been done for this site, including a cumulative appraisal review. The County will not pay more than the average value of the completed appraisals.

- d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

The project site will be used as a County managed spoil management area with interim use as a regional stormwater treatment area. The site will be used for public benefit dredging projects and general public or commercial use and access to the site are not anticipated. No use fees are anticipated for this site.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

The project site will be used as a County managed spoil management area for navigational and environmental dredging with interim use as a regional stormwater treatment area. The Brevard County Comprehensive Maritime Management Master Plan includes the specific Task IIIA1.b.-Maintenance of Waterway Channels through Dredging and the broad Objective IC1-Reduce Stormwater Run-off. This project will help address both of these planning goals.

- b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

In order to ensure that the project site is made available in perpetuity for local dredging needs, the site will be managed by the County's Stormwater Utility as a stormwater treatment area when not actively being used a dredged material management location. A use agreement with the utility specifying dredging as a priority use for the site will be executed. The utility has steady funding that will allow for site upkeep (mowing etc) in between dredging events.

- c) **Will the program result in significant and lasting benefits? Explain.**

Yes, the project site will be used as a County managed spoil management area for navigational and environmental dredging with interim use as a regional stormwater treatment area. It will serve in perpetuity as a spoil management area for dredging in this region, with local stormwater management benefits when not actively being used for dredging.

- d) **Please describe any environmental benefits associated with this project.**

Providing a cost effective, locally available spoil management area will promote maintenance and environmental dredging projects that provide an environmental benefit to the surrounding area by clearly delineating boating lanes, limiting prop-dredging out of channels, removing muck, and protecting the shallows & submerged resources. Interim use of the site as a regional stormwater treatment area will promote water quality improvements in the area.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

FIND FORM NO. 91-25

Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.**

This is a land acquisition project and no environmental permits are required. An engineering firm has been contracted to complete an environmental site assessment. As the county moves forward with improvements to the site it will work closely with all required federal and state agencies to attain all necessary environmental permits.

- b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.**

This is a land acquisition project, is not a phased project, and no permits are required for the purchase. Once site acquisition is complete, the County will move forward with site improvements related to dredge material management and stormwater design. These improvements will require various permits from the Federal, State and/or County governments. Site design and permitting is expected to cost approximately \$100,000.

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

This is a land acquisition project and no environmental permits are required.

*(For reviewer only)
(1-4 points)*

8) PROJECT DESIGN:

- a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

Since this is a land acquisition project no specific design work has been created for the project site. Included as Item 12 in this application package is an initial draft site design. Final design will be dependent upon project specific use criteria and local, state and federal permitting requirements.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

The project site will be used as a spoil management site with interim use as a regional stormwater treatment area. Use of the site as a regional stormwater treatment area, between dredging projects, will promote local water quality improvements. The use of the site to facilitate environmental dredging projects (muck removal) will also improve local water quality.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

This is a land acquisition project and no specific construction techniques have been laid out for future development. As part of future site development and infrastructure improvements, the county will supervise project contractors to ensure that work on site and adjacent to the waterway will use approved appropriate BMP's .

- b) **How are the utilized construction techniques appropriate for the project site?**

This is a land acquisition project and no specific construction techniques have been laid out for future development.

- c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

This is a land acquisition project and no unusual construction techniques have been forecasted to compete the future improvements.

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

- a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

This is not a construction project. When the waterfront and upland improvements are designed for the project site, first consideration will be given to materials and methods that maximize the lifespan and monies spent on said improvements.

- b) **Identify any unique construction materials that may significantly alter the project costs.**

This is not a construction project. No unique construction materials have been forecasted to compete the future improvements.

(For reviewer only)
(1-3 points)

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2019**

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Merritt Island Area Dredging, Spoil Disposal Site (Acquisition)
Applicant:	Brevard County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Purchase of 13.6 acres of waterfront property for the purpose dredged material spoil management	\$1,032,000	\$532,000	\$500,000

**TOTALS =	\$ 1,032,000	\$ 532,000	\$ 500,000
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ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2019
PROJECT TIMELINE

Project Title:	Merritt Island Area Dredging, Spoil Disposal Site (Acquisition)
Applicant:	Brevard County Board of County Commissioners

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

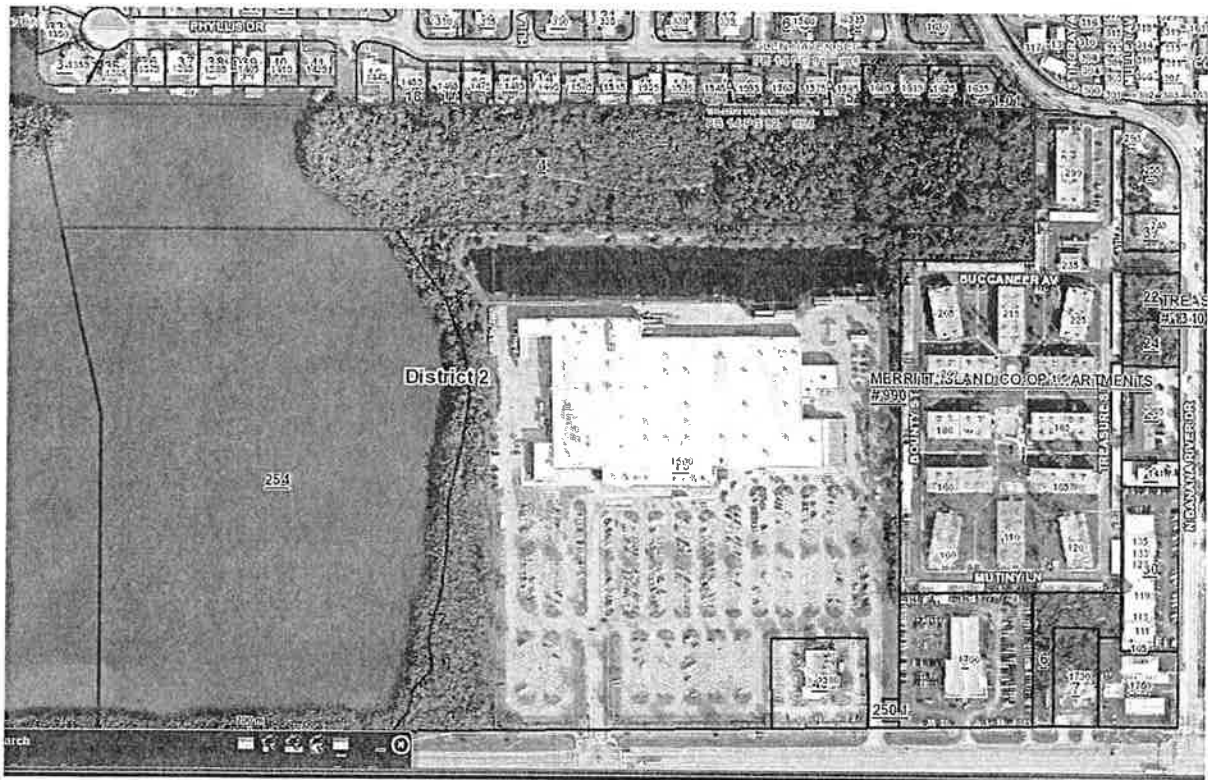
-
- February 20, 2018 - Purchase option contract initiated with land owner
 - November 5, 2018 - Appraisal review report completed by CRM Real Estate Appraisers
 - February 26, 2019 - County approves the funding mechanism for site purchase
 - May 3, 2019 - Site land-use application materials due to County Development Dept.
 - July 8, 2019 - Planning & Zoning meeting, land-use review/approval
 - August 1 or September 5, 2019 - County Commission meeting, land-use and purchase review/approval
 - October 30, 2019 - Anticipated land acquisition closing date

LOCATION MAP

TWP: 24 RNG: 37 SEC: 31 DISTRICT: 2


STREET NAME: North Banana River Drive

OWNER'S NAME: Anupama Nandivada



Spoil Management Area

Legend

-  Spoil Management Area (Nandivada Parcel)

Spoil Management Area (Nandivada Parcel)



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