

FY 2020 WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS,
IN ADDITION TO THE REQUIREMENTS OF ITEMS 10
THROUGH 13 OF THE APPLICATION CHECKLIST,
CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER
LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org.
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. **(Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)**

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. *(Staff suggestion: Resolve this requirement outside the application “window”.)*

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item’s eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant’s match. Make sure you have delineated your required minimum cost-share on the project cost estimate. **(Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)**

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board’s past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. *(Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).*

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner’s review is two 8-1/2” x 11” spiral-bound notebooks containing the essential information for the application. **NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation.** *(Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)*

ELECTRONIC SUBMISSIONS – **Grant applications are being accepted by email or thumb drive.** Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, FL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020
(To be completed by the Applicant)

Project Title:	Alsdorf Park Dock and Seawall Replacement
Applicant:	City of Pompano Beach

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 ½"x11" paper to be included in agenda books bound by staff.

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

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>	_____
10. County/City Location Map	<u>X</u>	_____
11. Project Boundary Map	<u>X</u>	_____
12. Clear & Detailed Site Development Plan Map	<u>X</u>	_____
13. Copies of all Required Permits- ACOE, DEP, WMD (Required of development projects only)	<u>X</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 27, 2020. By May 22, 2020 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, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Tammy Good TITLE: CIP Manager


** SIGNATURE - PROJECT LIAISON **

2-26-2020
DATE

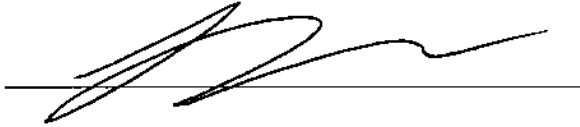
FIND OFFICE USE ONLY
Date Received: _____
Local FIND Commissioner Review: _____
All Required Supporting Documents: _____
Applicant Eligibility: _____
Project Eligibility: _____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.: _____
Eligibility of Project Cost: _____

ATTACHMENT E-2

**WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY**

APPLICANT INFORMATION			
Applicant: City of Pompano Beach			
Department: Engineering			
Project Title: Alsdorf Park Dock and Seawall Replacement			
Project Director: Anthony Alhashemi		Title:	Project Manager
Project Liaison: <i>(if different from Project)</i>	Tammy Good	Title:	CIP Manager
Mailing Address:	100 W Atlantic Blvd		
City: Pompano Beach, FL	Zip Code:	33060	
Email Address: Anthony.Alhashemi@copbfl.com	Phone #:	954-786-4029	
Project Address:	2974 NE 14th St, Pompano Beach, FL 33062		

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

SIGNATURE:  DATE: 2/26/2020

PROJECT NARRATIVE: The Alsdorf Park seawall was originally built in the late 1970's and has gone through numerous repairs throughout its life-cycle. The Alsdorf Park seawall and dock receive high boat and foot traffic and waves from the waterways have caused erosion and cracking. In 2018, a seawall study was updated and found the seawall and dock to be in deteriorating condition. The City plans to demolish the existing dock and seawall located east of the most eastern boat ramp along the Caliban Canal to the Intracoastal waterway. The new bulkhead will be constructed using aluminum or composite interlocking sheetpiles with integrated cast-in-place concrete cap and tie-back system. It is the intent to install the new vertical sheets within 18" waterward of the existing concrete bulkhead. Sheetpiles will be installed using land-based mechanical equipment with vibratory hammer. Upon completion of the new sheetpile installation the existing bulkhead will be removed all or in part. The tie-back system, comprised of galvanized steel or aluminum rods and concrete deadman will be installed using a land-based excavator. The concrete cap will be formed and poured and after curing the area behind the wall will be filled with clean sand, compacted and graded. Once the new seawall is installed then a new fixed or floating dock will be installed between the most eastern boat ramp and the Intracoastal in the same location as the previous dock.

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant:		Project Title:	
Total Project Cost: \$950,000.00	FIND Funding Requested: \$475,000.00	% of Total Cost: 50%	
Amount and Source of Applicant's Matching Funds: \$475,000.00 from the City's Capital Improvements Budget.			

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

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

City leases Alsdorf Park from F.I.N.D.

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

4. If yes, please list:

Funds were provided in 2014/2015 for the Alsdorf Park Parking Lot Expansion.

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):

Alsdorf Park currently has six (6) boat ramps, (12) boat slips, (95) spaces for vehicles with trailers and (106) regular parking spaces. The park also has 500 LF of dock space and restrooms for both male and female.

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

No additional ramps, slips, and parking spaces will be added. City plans to replace an estimated 350' dock west of the Intracoastal to the most east boat ramp.

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
CITY	Yes	Apply once construction contract is awarded	
DEP	Yes	N/A	11/20/2019
ACOE	Yes	N/A	12/11/2019

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:	Alsdorf Park Dock and Seawall Replacement
Applicant:	City of Pompano Beach

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.)

Priority #7: Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities

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

Alsdorf Park is a F.I.N.D property leased by the City of Pompano Beach that borders the ICWW and Caliban Canal. The project proposes the removal and replacement of 400' feet of failing seawall and dock.

(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 project is located directly on the Intracoastal Waterway and provides boater access to the waterway. In addition, the project will stabilize the shoreline of the park and provide safer access to the adjacent waterways by the general public. The design of the bulkhead including material selection will prohibit the loss of material from adjacent uplands into state regulatory waters reducing or eliminating environmental impacts from current conditions

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

Alsdorf Park is considered the busiest boat ramp in Broward County and serves over 1,000 boaters per month under normal operations and is often at capacity, particularly on the weekends and the holidays. This project will improve the safety and longevity of the park and its users. Currently, the City is spending monies on numerous repairs and maintenance on a failing seawall and dock.

(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.**

Alsdorf Park receives 26,239 boating visitors and 10,000 non-boating visitors annually. The usage of the park is identified by parking fees and paid transactions.

- 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?**

Alsdorf Park is considered the busiest boat ramp in Broward County. Over 1000 recreational boaters per month utilize this facility. Residents from other cities and counties often utilize this park and its ramps due to its proximity to the Hillsboro Inlet and the Intracoastal Waterway. The current seawall is in failing condition which is critical to the safety of boaters and park property. The dock and seawall receive high foot and boat traffic on a regular basis. The new dock and seawall will ensure the high-volume usage of Alsdorf Park by creating a safer place for boaters. It will also be a benefit to the environment by reducing erosion, especially that caused by bad weather and sea level rise.

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

§ 98.02 PROHIBITED ACTS.

It shall be unlawful for any person to do any acts hereafter set out on the recreational facilities described in § [98.01](#) or on other properties described subsequently herein.

(T) The performance of non-emergency maintenance or repair of any boat, automobile, or other mechanical equipment while on, or attached to, any municipal recreational facility.

(U) The assembly or unpermitted construction of a structure or equipment on municipal property, that interferes with or prevents others from using all or a portion of the municipal recreational facility for its intended purpose.

(V) Conduct business or otherwise engage in private commercial activity on any city recreational facility, without the express authorization of the City Commission or its designee.

§ 98.09 ALSDORF PARK.

(A) A ramp attendant may be provided at Alsdorf Boat Launching Park during periods of heavy usage when, in the determination of the City Manager, an attendant is reasonably necessary for the safety of the public in providing for the orderly use and security of the park facilities.

(B) Vessels may be tied to the public parallel dock for a maximum total of four hours per any 24-hour period and signage advising this time limitation shall be posted at various locations along said dock. It shall be unlawful for any vessel to remain tied to or otherwise docked at the public parallel dock in excess of the four-hour maximum time period, and the owner or operator of any vessel in violation of this division may be cited for the violation which shall constitute an infraction punishable by a fine of \$250 for each occurrence. Vessels that become disabled and incapable of self-propulsion must furnish proof of same to law enforcement officers or city Parks and Recreation staff, and may remain at the public parallel dock for a maximum total of eight hours per any 24-hour period or be subject to the fine set forth above.

('58 Code, § 33.17) (Ord. 76-33, passed 3-16-76; Am. Ord. 85-67, passed 7-30-85; Am. Ord. 89-51, passed 3-14-89; Am. Ord. 90-2, passed 9-19-89; Am. Ord. 98-46, passed 6-9-98; Am. Ord. 2010-50, passed 9-28-10; Am. Ord. 2013-45, passed 3-12-13; Am. Ord. 2015-22, passed 1-13-15)

(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 is currently under design. We have received the ACOE and DEP permits. We expect the final design to be finalized before May 2020. The City estimates to advertise and award construction service by September 2020. The City estimates the construction phase to take place beginning October 2020 and ending January 2021.

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

Permitting, bid responses, contract approval, inspections, unknown seawall conditions and weather could influence the timeline.

(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.**

The City will plan to contribute and fund 50% of the cost to complete the project.

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

The change of deck material may have an impact on the cost. In addition, the change from a fixed dock to a floating cost may have an impact on the cost. The unknown conditions of the seawall, deadman and ground conditions can cause an increase in cost.

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

The project area allows for easy access by land-based equipment. No barge-mounted equipment will be necessary. Construction techniques comprised of driving new sheets immediately waterward of the existing bulkhead, as required for the construction of the new bulkhead, is the preferred and most efficient method of construction for the project.

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.

<i>Name of Location</i>	<i>Address of Location</i>	<i>Vehicle Type</i>	<i>Season</i>	<i>Off Season</i>	<i>Holidays and Events</i>	<i>Flat Rate Permit for Residents, Businesses, Employees</i>	<i>Rate Zone Number and Comments</i>
Alsdorf Boat Launch Facility and Parking Lot	14th Street	Vehicle		\$.30 per 12 minutes or \$1.50 per hour		\$.25 per 12 minutes or \$1.25 per hour	\$.35 per 12 minutes or \$1.75 per hour
		Vehicle with trailer		\$15.00 per 24-hour period		\$10.00 per 24-hour period	\$20.00 per 24-hour period

- Deerfield City Park (Deerfield Beach) – 6 miles north: \$1.00/ hour; \$100/ year (Decal) for parking
- George English Park (Ft. Lauderdale) – 9 miles south: \$1.00/ hour, with a two (2) hour minimum; 48 hour maximum (Metered Parking)
- S. E. 15th Street Facility (Ft. Lauderdale) – 11 miles south: \$2.00/ hour; with a two (2) hour minimum; 48 hour maximum (Metered Parking)
- Cooley’s Landing at Sailboat Bend (Ft. Lauderdale) -13 miles south: \$1.00/ hour; with a two (2) hour minimum; 12 hour maximum (Metered Parking)
- Robert E. Houston Park (Dania) – 18 miles south: \$8.00; paid to security personnel (Open 24 hours)

(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?**

Alsdorf Park is a (24) hour public boating facility. The current seawall is in failing condition which is critical to the safety of the community and park property. The dock and seawall receive high foot and boat traffic on a regular basis. The new dock and seawall will ensure the high-volume usage of Alsdorf Park by creating a safer place for boaters. It will also be a benefit to the environment by reducing erosion, especially that caused by bad weather and sea level rise. There is not a reference to any maritime management, public assess or comp plan.

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

The maintenance and improvement of the site are the responsibility of the City of Pompano Beach Public Works Department.

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

This project will improve the safety and longevity of the park and its users. The project would raise the current height of the seawall and dock up to the new code heights to help combat sea level rise. Currently, the City is spending monies on numerous repairs and maintenance on a failing seawall and dock.

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

The proposed new seawall will help prevent erosion and undermining of the existing area. The proposed new height of the seawall will help prevent seawater intrusion on park property.

(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.**

ACOE and DEP permits have been received. City permit will be applied for once a contractor is selected.

- 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.**

Permits have been received minus the City permit. Project is currently in final design. The construction cost estimate of the project is \$950,000.00.

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

The City permitting process and design changes may delay the issuance of the City permit.

*(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?**

A preliminary design has been completed. We are in the final design process.

- 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 plans to use the existing footprint for the new dock and seawall. We estimate that there will be no dredging impacts for this project. A new dock will help support and maintain the safety and sustainability of boaters in the area and will help reduce maintenance cost associated with the previous dock and seawall.

*(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.**

The new bulkhead will be constructed using aluminum or composite interlocking sheetpiles with integrated cast-in-place concrete cap and tie-back system. It is the intent to install the new vertical sheets within 18" waterward of the existing concrete bulkhead. Sheetpiles will be installed using land-based mechanical equipment with vibratory hammer. Upon completion of the new sheetpile installation the existing bulkhead will be removed all or in part. The tie-back system, comprised of galvanized steel or aluminum rods and concrete deadman will be installed using a land-based excavator. The concrete cap will be formed and poured and after curing the area behind the wall will be filled with clean sand, compacted and graded.

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

The project area is unimproved and allows for easy access by land-based equipment. No barge-mounted equipment will be necessary. Construction techniques comprised of driving new sheets immediately waterward of the existing bulkhead, as required for the construction of the new bulkhead, is the preferred and appropriate method of construction for the project.

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

Water based construction would increase the cost.

(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?**

Pre-cast and cast-in-place concrete will be used in the project along with composite for the dock. The tie-back system is expected to use galvanized or stainless-steel rods. The seawall and dock life expectancy will vary with maintenance and the environmental elements. The design life of concrete is estimated at 75 years.

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

There are no anticipated construction materials that may alter the project cost.

(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-4B
ENVIRONMENTAL EDUCATION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN
ENVIRONMENTAL EDUCATION PROJECT

7) THOROUGHNESS:

- a) **Who is the primary target audience or user group for the project and how were they identified?**

N/A

- b) **How have the needs of the target audience been evaluated and met?**

N/A

- c) **How many people will the program serve on an annual basis? What will be the measurable results?**

N/A

*(For reviewer only)
(1-5 points)*

8) DELIVERABLES:

- a) Describe the materials and project deliverables to be produced by this project.

N/A

- b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

N/A

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

- a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.

N/A

- b) What previous projects of this nature have been completed by the program manager?

N/A

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) **What are the long-term goals of this project as it relates to the ICW?**

N/A

b) **What is the expected duration/frequency of this program?**

N/A

(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-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

- c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.**

N/A

- d) How does the project provide significant benefits or enhancements to the District's Waterways?**

N/A

*(For reviewer only)
(1-3 points)*

8) EXPERIENCE & QUALIFICATIONS:

- a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

N/A

- b) **Have the personnel participated in or received state marine law enforcement training?**

N/A

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

- a) **Describe the anticipated, long-term measurable results of implementing this project.**

N/A

- b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

N/A

- c) **Does the project fulfill a particular community need?**

N/A

(For reviewer only)
(1-4 points)

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

N/A

b) How does the project or program provide effective public boating education or expand boater safety?

N/A

(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-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET
MANAGEMENT or PUBLIC NAVIGATION PROJECT

7) WATERWAY RELATIONSHIP:

- a) **How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?**

N/A

- b) **Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.**

N/A

- c) **Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?**

N/A

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

N/A

- b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

N/A

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) **Are there additional economic benefits to be realized by implementing this project?**

N/A

- b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

N/A

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

N/A

b) Explain the funding mechanism for the long-term maintenance of the project.

N/A

c) Describe the long-range dredge material management plans.

N/A

(For reviewer only)
(1 -2 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-4E
BEACH RENOURISHMENT PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH
RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

N/A

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) **Is the project site defined as critically eroded area by a statewide beach management plan?**

N/A

- b) **Cite the quantifiable rate of erosion in this area.**

N/A

- c) **Is the project an important component of an overall beach management effort?**

N/A

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

- a) **Are there quantifiable public benefits demonstrated by the project?**

N/A

- b) **Is there adequate public access to the project area? Please describe location and amount.**

N/A

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

N/A

b) Clarify the availability of long-term funding for this project.

N/A

(For reviewer only)
(1 -2 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-4F
EMERGENCY RECONSTRUCTION**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11 (Extra) STORM DAMAGE EVALUATION:

- a) **List the State of Emergency declaration order or proclamation & the name and date of the storm/event.**

N/A

- b) **Has this site/project previously received funding from FIND?**

N/A

- c) **Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.**

N/A

- d) **What is the current status of your FEMA paperwork for the project?**

N/A

*(For reviewer only)
(0-3 points)*

ATTACHMENT E-5

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020**

PROJECT COST ESTIMATE

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

Project Title:	Alsdorf Park Dock and Seawall Replacement
Applicant:	City of Pompano Beach

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>
Contractor Mobilization and Demobilization:		\$ 16,212.50	\$ 16,212.50
Demolition of Timber Dock:		\$ 7,500.00	\$ 7,500.00
New Concrete Bulkhead:		\$ 340,412.50	\$ 340,412.50
Fixed/Floating Dock Reconstruction:		\$ 56,875.00	\$56,875.00
Timber Pile Replacement:		\$ 46,750.00	\$ 46,750.00
Environmental Control Measures:		\$ 4,750.00	\$ 4,750.00
City Permits, Bonds and Licenses:		\$ 2,500.00	\$ 2,500.00

**TOTALS =	\$	\$ 475,000.00	\$ 475,000.00
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**ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2020**

PROJECT TIMELINE

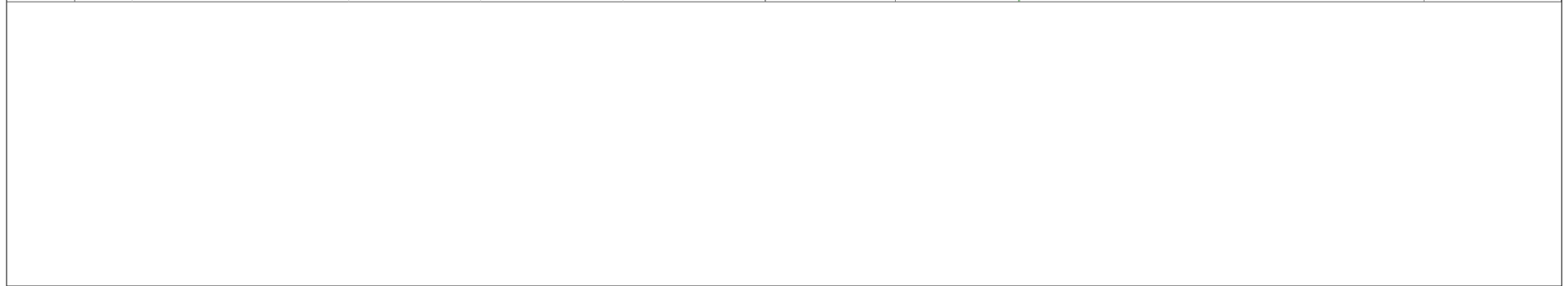
Project Title:	Alsdorf Park Dock and Seawall Replacement
Applicant:	City of Pompano Beach

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)

See EXHIBIT E-6 Attached for schedule.

ID	Task Name	Duration	Start	Finish	2020								2021				
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2					
1	Finish Design	65 days	Mon 2/3/20	Fri 5/1/20													
2	Complete Bid Package	20 days	Mon 6/1/20	Fri 6/26/20													
3	Advertise Construction Services	30 days	Mon 6/29/20	Fri 8/7/20													
4	Commission Approval, Issue Purchase Order	45 days	Mon 8/10/20	Fri 10/9/20													
5	City Permit	45 days	Mon 8/10/20	Fri 10/9/20													
6	Start and Finish Construction-Staging and Removal of Debris	70 days	Mon 10/12/20	Fri 1/15/21													
7	Demobilize and Restore Site	10 days	Mon 1/18/21	Fri 1/29/21													
8	Close Out	30 days	Mon 1/18/21	Fri 2/26/21													



Project: Schedule-Alsdorf Park Date: Thu 2/20/20	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ATTACHMENT E-7

**RESOLUTION FOR ASSISTANCE 2020
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE City of Pompano Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of Pompano Beach
and the State of Florida:

Project Title Alsdorf Park Dock and Seawall Replacement

Total Estimated Cost \$ 950,000.00

Brief Description of Project: The Alsdorf Park seawall was originally built in the late 1970's and has went through numerous repairs throughout its life-cycle. The Alsdorf Park seawall and dock receive high boat and foot traffic and waves from the waterways have caused erosion and cracking. In 2018, a seawall study was updated and found the seawall and dock to be in deteriorating condition. The City plans to demolish the existing dock and seawall located east of the most eastern boat ramp along the Caliban Canal to the Intracoastal waterway. The new bulkhead will be constructed using aluminum or composite interlocking sheetpiles with integrated cast-in-place concrete cap and tie-back system. It is the intent to install the new vertical sheets within 18" waterward of the existing concrete bulkhead. Sheetpiles will be installed using land-based mechanical equipment with vibratory hammer. Upon completion of the new sheetpile installation the existing bulkhead will be removed all or in part. The tie-back system, comprised of galvanized steel or aluminum rods and concrete deadman will be installed using a land-based excavator. The concrete cap will be formed and poured and after curing the area behind the wall will be filled with clean sand, compacted and graded. Once the new seawall is installed then a new dock will be installed between the most eastern boat ramp and the Intracoastal in the same location as the previous dock

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

NOW THEREFORE, be it resolved by the City of Pompano Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Pompano Beach
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Pompano Beach
(Name of Agency)

AND, be it further resolved by the City of Pompano Beach
(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.

(1)

Form No. 90-21 (Effective date 12-17-90, Rev. 10-14-92)

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 _____

City of Pompano Beach 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 _____ at a legal meeting held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(Address)

_____, 2020

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the City of Pompano Beach, Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.)

from _____ to the City of Pompano Beach dated _____ conveying

_____ (type of interest, ie. Fee simple, easement, 25 year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)

(City or County) Attorney



Florida's Warmest Welcome

Asceleta Hammond, CMC
City Clerk

Phone: 954-786-4611
Fax: 954-786-4095

CITY OF POMPANO BEACH
100 West Atlantic Boulevard, Room 253
Pompano Beach, Florida 33060
www.pompanobeachfl.gov

March 1, 2018

REC'D 

MAR 9 - 2018

Florida Inland
Navigation District

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

RE: City of Pompano Beach Ordinance No. 2018-30

Dear Ms. Zimmerman:

Enclosed, please find a copy of Ordinance No. 2018-30, along with two (2) **original** Lease Agreement between the City of Pompano Beach and Florida Inland Navigation District for Alsdorf Park.

Upon execution of the Agreements, please ensure one (1) original is returned to the City Clerk's office for our records.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,


Asceleta Hammond, CMC
City Clerk

AH/jfw
Enclosure(s)

Orig. 9

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA INLAND NAVIGATION DISTRICT FOR ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Lease Agreement between the City of Pompano Beach and Florida Inland Navigation District for Alsdorf Park, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of January, 2018.

PASSED SECOND READING this 13th day of February, 2018.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
12/22/17
L:ord/2018-75

04.9

FIND SITE MSA-727B LEASE AGREEMENT
(Alsdorf Park)

THIS FIND SITE LEASE AGREEMENT ("Lease") dated as of this 9th day of March, 2018, 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) 727B, 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 public park and boat ramp since 1973 pursuant to a lease agreement with Landlord dated with a term of twenty- five years ("Original Lease") and amended January 29, 1980, which has been extended by four Lease Extension Agreements until March 1, 2018.
- C. Tenant has requested Landlord to further extend the Original Lease.
- D. Landlord is willing to allow the Tenant to use the Premises as a boating and recreational 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 March 1, 2018, and terminating March 1, 2023 (the "Initial 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. RENEWAL OPTION

Provided that there are no uncured Events of Default in existence at the end of the Initial Term or any renewal term, Tenant shall have the option of extending this Lease for an additional five (5) year term ("Renewal Term"). Tenant shall notify Landlord in writing at least sixty (60) days but not more than ninety (90) days prior to the end of the current term that Tenant is exercising its renewal option.

6. USE OF PREMISES/CONDUCT OF BUSINESS

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

Tenant shall not make or permit any use the Premises except as specifically provided above without Landlord's prior written consent.

- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of 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.

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 ICW. One sign shall be placed at the entrance to the Premises on 2974 NE 14th S and one sign along the ICW frontage. The signs shall be a minimum of six 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 Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such 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 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 landscaping 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.
- 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. GOVERNMENTAL IMMUNITY

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

14. 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 temporary dewatering facility for activities undertaken by the United States of America and/or Landlord, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. Landlord shall give Tenant not less than sixty (60) days written notice of Landlord's intent to exercise its rights under this paragraph. Landlord shall have the exclusive possession and use of any part or portion of the Premises Landlord, in its sole judgment, deems necessary for such purposes. 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.

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, 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.

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:

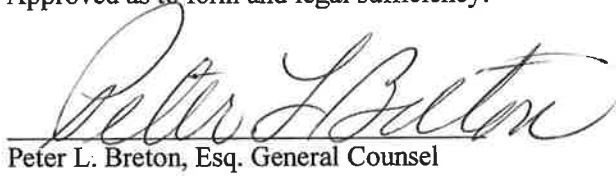

Witness

Print Name: Janet Zimmerman


Witness

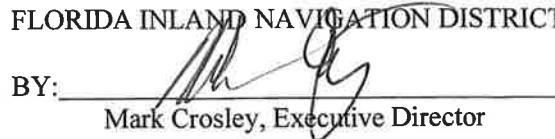
Print Name: Glenn Scambler

Approved as to form and legal sufficiency:


Peter L. Breton, Esq. General Counsel

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

BY: 
Mark Crosley, Executive Director

Dated: 03/09/18

AS TO TENANT:

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Morway

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Beetham

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of February, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)
FF 993881
Commission Number



Exhibit A

Legal Description of Premises Lease Agreement For MSA 727-B

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43, lying West of the westerly right-of-way of the Intracoastal Waterway as said right-of-way is shown on Page 6-c of Plat Book 17, Broward County Public Records, less and except the South 50 feet thereof.