

**RESOLUTION NO. 2020- 176**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR REPLACEMENT OF THE DOCK AND SEAWALL AT ALSDORF PARK; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pompano Beach is interested in carrying out the following described project, “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 gone through numerous repairs throughout its life-cycle. In 2018, a seawall study was updated and found the Alsdorf Park seawall and dock to be in failing condition. Alsdorf Park receives high boat and foot traffic and the impact from the waterways have caused the dock and seawall to deteriorate. 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 and build a new seawall and dock. The new seawall and dock will be built to the new 2035 County recommended code height of 4’ NAVD, or greater, to help combat sea level rise. In 2019, the City did temporary repairs to the dock to make sure it was safe for pedestrian and boat traffic until the above-mentioned project is implemented.

And, Florida Inland Navigation District's financial assistance is required for the said project; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the Alsdorf Park Dock and Seawall Replacement project described above is hereby approved.

**SECTION 2.** That the City makes application to the Florida Inland Navigation District in the amount of Four Hundred Seventy-Five Thousand Dollars and 00/100 (\$475,000.00), 50% of the actual cost of the project on behalf of said City of Pompano Beach.

**SECTION 3.** That the City commission certifies to the following:

A. 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.

B. 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.

C. 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.

D. 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 handicapped persons as well as other federal, state and local laws, rules and requirements.

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

F. 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.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 26th day of May, 2020.

DocuSigned by:

*Rex Hardin*

**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:

*Asceleta Hammond*

**ASCELETA HAMMOND, CITY CLERK**



MEB/jrm  
4/21/2020  
l:reso/2020-200



# FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments  
From: Janet Zimmerman, Assistant Executive Director  
Subject: 2020 Waterways Assistance Program  
Date: December 17, 2019

Attached is an application package for the District's 2020 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: [www.AICW.org](http://www.AICW.org) Through WAP over the past 34 years, the District has provided a total of over \$245 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

**Applications are due in the District office by 4:30 PM, March 27, 2020.** Your application must be discussed with your local FIND Commissioner prior to March 6, 2020. The application must be initialed by the Commissioner prior to submission to the District office on March 27, 2020. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to [JZimmerman@aicw.org](mailto: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. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

**Please review the application checklist and be sure you can provide all of the required items.** If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 22, 2020. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

## COMMISSIONERS

**DON DONALDSON**  
CHAIR  
ST. LUCIE COUNTY

**J. CARL BLOW**  
VICE-CHAIR  
ST. JOHNS COUNTY

**JON NETTS**  
TREASURER  
FLAGLER COUNTY

**FRANK GERNERT**  
SECRETARY  
BROWARD COUNTY

**T. SPENCER CROWLEY, III**  
MIAMI-DADE COUNTY

**DONALD J. CUOZZO**  
MARTIN COUNTY

**CHARLES C. ISIMINGER**  
PALM BEACH COUNTY

**SUSANNE McCABE**  
VOLUSIA COUNTY

**MICHAEL O'STEEN**  
DUVAL COUNTY

**JERRY H. SANSOM**  
BREVARD COUNTY

**LYNN A. WILLIAMS**  
NASSAU COUNTY

**VACANT**  
INDIAN RIVER COUNTY

**MARK T. CROSLY**  
EXECUTIVE DIRECTOR

**JANET ZIMMERMAN**  
ASSISTANT EXECUTIVE  
DIRECTOR



**FY 2020-2021**

**WATERWAYS ASSISTANCE**

**PROGRAM**

**APPLICATION PACKAGE**

**Part 1: Attachments A through D**

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**FY 2020 - 2021**  
**WATERWAYS ASSISTANCE PROGRAM APPLICATION**

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**Part 1.**

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	County/City Map of project location
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**ATTACHMENT A**  
**FY 2020**  
**WATERWAYS ASSISTANCE PROGRAM**  
**SCHEDULE**

January 2020                      Availability of application packages.

**Prior to March 6, 2020** Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.

<b>March 27, 2020      Application due in the District office by 4:30 PM (No Exceptions)</b>
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May 22, 2020                      Application requirements must be completed or application will be eliminated from further consideration.

June 19 & 20,  
2020                                      Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.

July 17, 2020                      FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).

Sept. 15, 2020                      All remaining permits due.

October 2020                      Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

**ATTACHMENT B****2019-2020 BOARD OF COMMISSIONERS -**

<b>FIND</b>	
<b>NASSAU COUNTY</b> Mr. Lynn Williams P.O. Box 15153 Fernandina Beach, FL 32034 Ph# (847) 4922-1598 <a href="mailto:LWilliams@aicw.org">LWilliams@aicw.org</a>	<b>DUVAL COUNTY</b> Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 <a href="mailto:MOsteen@aicw.org">MOsteen@aicw.org</a>
<b>ST. JOHNS COUNTY</b> Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 <a href="mailto:JCBlow@aicw.org">JCBlow@aicw.org</a>	<b>FLAGLER COUNTY</b> Mr. Jon Netts 17 Flintstone Court Palm Coast, FL 32137-8307 Ph# (386) 445-2121 <a href="mailto:JNetts@aicw.org">JNetts@aicw.org</a>
<b>VOLUSIA COUNTY</b> Ms. Susanne McCabe 6080 Shallow Brook Court Port Orange, FL 32128-7147 Ph # (386) 295-9965 <a href="mailto:SMccabe@aicw.org">SMccabe@aicw.org</a>	<b>BREVARD COUNTY</b> Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 <a href="mailto:jerryhsansom@aol.com">jerryhsansom@aol.com</a>
<b>INDIAN RIVER COUNTY</b> Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 <a href="mailto:jzimmerman@aicw.org">jzimmerman@aicw.org</a>	<b>ST. LUCIE COUNTY</b> Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 <a href="mailto:DDonaldson@aicw.org">DDonaldson@aicw.org</a>
<b>MARTIN COUNTY</b> Mr. Donald J. Cuozzo Cuozzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 <a href="mailto:dcuozzo@cdgplan.com">dcuozzo@cdgplan.com</a>	<b>PALM BEACH COUNTY</b> Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 <a href="mailto:cisiminger@coastal-engineers.com">cisiminger@coastal-engineers.com</a>
<b>BROWARD COUNTY</b> Mr. Frank Gernert Florida General Enterproses, LLC. 1109 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 <a href="mailto:FGernert@aicw.org">FGernert@aicw.org</a>	<b>MIAMI-DADE COUNTY</b> Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 <a href="mailto:spencer.crowley@akerman.com">spencer.crowley@akerman.com</a>

## ATTACHMENT C

## 2020 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

<b><u>PRIORITY</u></b>	<b>PROJECT CATEGORY</b>	<b>MAX POINTS AVAILABLE (Question #1)</b>	<b><i>Highest Potential Score</i></b>
1.	Public navigation channel dredging.	8	50
2.	Public navigation aids & markers.	8	50
3.	Inlet management projects that are a benefit to public navigation in the District.	7	49
4.	Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	49
5.	Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	48
6.	Waterway signs & buoys for safety, regulation or information.	6	48
7.	Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	47
8.	Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	47
9.	Derelict vessel removal	4	46
10.	Waterway related environmental education programs & facilities	4	46
11.	Public fishing & viewing piers	3	45
12.	Public waterfront parks and boardwalks and associated improvements	3	45
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14.	Waterway boating safety programs & equipment	2	44
15.	Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	43
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17.	Other waterway related projects.	1	42

*NOTE: Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.*

**CHAPTER 66B-2**  
**WATERWAYS ASSISTANCE PROGRAM (2020)**

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
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66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
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66B-2.016	Waterways Cleanup Events

**66B-2.001 Purpose.**

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.*

**66B-2.002 Forms.**

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.*

**66B-2.003 Definitions.**

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

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- (10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.
- (11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.
- (12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.
- (13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.
- (14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.
- (15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.
- (16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.
- (17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.
- (18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.
- (19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.
- (20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.
- (21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.
- (22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.
- (23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.
- (24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.
- (25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.
- (26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.
- (27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.
- ~~(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.~~
- ~~(29)~~ (28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.
- ~~(30)~~ (29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

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*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.*

**66B-2.004 Policy.**

The following constitutes the policy of the District regarding the administration of the program:

(1) **Financial Assistance Eligibility:** Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) **Notification:** The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) **Project Approval:** Approval of projects by the District shall be in accordance with these rules.

(4) **Project Accessibility:** Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities 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 shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) **Education Facilities and Programs:** Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District’s intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.



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(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.*

### **66B-2.005 Funds Allocation.**

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: [www.aicw.org](http://www.aicw.org).

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

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., ~~and~~ Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

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expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

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(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.*

**66B-2.006 Application Process.**

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

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Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

#### **66B-2.0061 Disaster Relief Applications.**

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in Rule 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.*

#### **66B-2.008 Project Eligibility.**

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

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7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
  - a. Project management, administration and inspection,
  - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
  - c. Restoration of sites disturbed during the construction of an approved project,
  - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed,

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lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the ~~District's final TRIM hearing~~ third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. ~~Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.~~

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The

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applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.*

### **66B-2.009 Project Administration.**

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

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(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.*

### **66B-2.011 Reimbursement.**

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: 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 cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.*

### **66B-2.012 Accountability.**

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection



## ATTACHMENT D

66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.*

### **66B-2.013 Acknowledgement.**

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.*

### **66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.**

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

~~(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-~~

## ATTACHMENT D

~~01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.~~

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11.*

### **66B-2.015 Small-Scale Derelict Vessel Removal Projects.**

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

### **66B-2.016 Waterways Cleanup Events.**

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves,

ATTACHMENT D

advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.*

## **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](mailto: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 1<sup>st</sup> of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27<sup>th</sup> of March; Property control/Technical sufficiency items – 22<sup>nd</sup> of May, Permits – 15<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1<sup>st</sup> 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](mailto: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)*

<b>Project Title:</b>	Alsdorf Park Dock and Seawall Replacement
<b>Applicant:</b>	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) <b>(NOTE: <u>For District Commissioner initials ONLY!</u></b> <b>(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)</b>	<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) <b>(Form must be completed and signed)</b>	<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 <sub>(+)</sub> (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. <b>No signatures required</b>	<u>X</u>	<u>    </u>
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) <b>(Must be on District form)</b>	<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) <b>(Resolution must be in District format and include items 1-6)</b>	<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 <b>(Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)</b>	<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>X</u>	<u>    </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

<b>FIND OFFICE USE ONLY</b>	
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:	

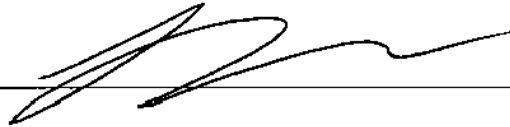
## ATTACHMENT E-2

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

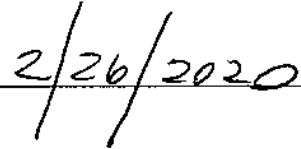
<b>APPLICANT INFORMATION</b>			
<b>Applicant:</b> City of Pompano Beach			
<b>Department:</b> Engineering			
<b>Project Title:</b> Alsdorf Park Dock and Seawall Replacement			
<b>Project Director:</b> Anthony Alhashemi		<b>Title:</b>	Project Manager
<b>Project Liaison:</b> <i>(if different from Project)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

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

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_



**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

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

**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:**

<b>AGENCY</b>	<b>Yes / No / N/A</b>	<b>Date Applied For</b>	<b>Date Received</b>
<b>CITY</b>	Yes	Apply once construction contract is awarded	
<b>DEP</b>	Yes	N/A	11/20/2019
<b>ACOE</b>	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.

<b>Project Title:</b>	Alsdorf Park Dock and Seawall Replacement
<b>Applicant:</b>	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)

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## 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)*

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## 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 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)*

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#### 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)*

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#### 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 <b>Parking</b> 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. 15<sup>th</sup> 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)

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**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)*

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**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)*

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---

**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)*

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---

**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)*

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**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)*

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**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)*

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**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)*

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**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

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**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)*

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**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)

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**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.

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**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)*

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## 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)**

<b>Project Title:</b>	Alsdorf Park Dock and Seawall Replacement
<b>Applicant:</b>	City of Pompano Beach

<b>Project Elements</b> <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>	<b>Quantity or Total Estimated Cost</b> <b>(Number and/or Footage etc.)</b>	<b>Applicant's Cost</b> <i>(To the nearest \$50)</i>	<b>FIND Cost</b> <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

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

**PROJECT TIMELINE**

<b>Project Title:</b>	Alsdorf Park Dock and Seawall Replacement
<b>Applicant:</b>	City of Pompano Beach

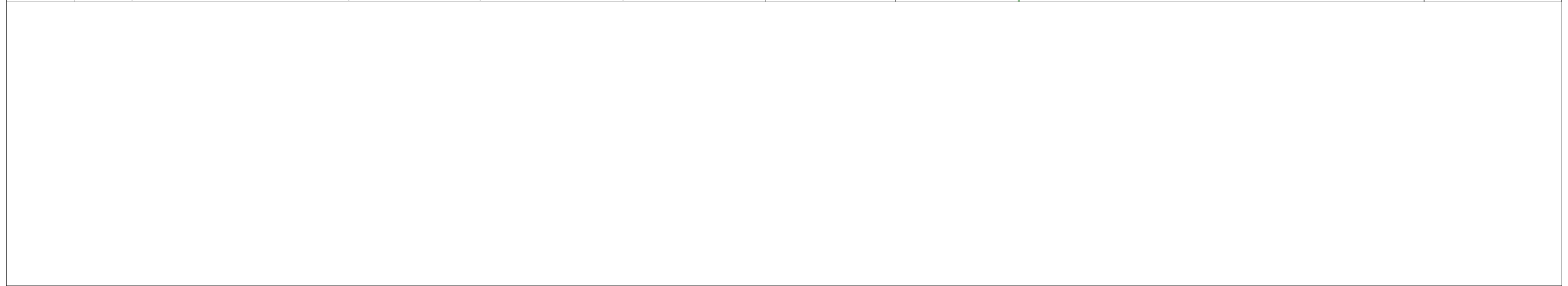
The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

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

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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



**\*\*\*PLEASE SEE ATTACHED ORDINANCE 2018-30: LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA INLAND NAVIGATION DISTRICT \*\*\***

**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

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

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

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

ORDINANCE NO. 2018- 30

**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 9<sup>th</sup> 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.

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

24. ATTORNEYS' FEES; VENUE

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

25. NOTICES

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

If to Tenant: City of Pompano Beach  
Attn: City Manager  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33060

With copy to: Mark Beaudreau  
Recreation Program Administrator  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060

If to Landlord: Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477  
Attention: Executive Director

With a copy to: Peter L. Breton, Esq.  
Breton, Lynch, Eubanks et al.  
605 North Olive Avenue, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33401

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

26. 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

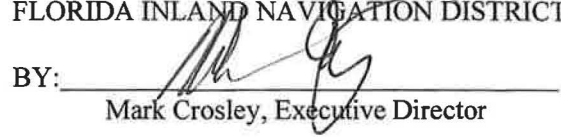
Print Name: Janet Zimmerman

  
Witness

Print Name: Glenn Scambler

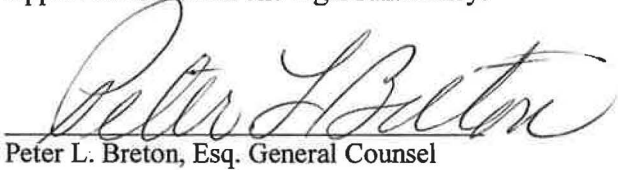
**AS TO LANDLORD:**

FLORIDA INLAND NAVIGATION DISTRICT

BY:   
Mark Crosley, Executive Director

Dated: 03/09/18

Approved as to form and legal sufficiency:

  
Peter L. Breton, Esq. General Counsel

**AS TO TENANT:**

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Sandra M. Moroney

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 16<sup>th</sup> 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.



**ALSDORF PARK:**  
 3.2 MILES FROM I-95 VIA COPANS EXIT  
 1.4 MILES TO ATLANTIC OCEAN VIA ICWW / HILLSBORO INLET

**GRANT PURPOSES ONLY**

**WM. J. ALSDORF PARK  
 DOCK & BULKHEAD  
 MARINE IMPROVEMENTS  
 THE CITY OF POMPANO BEACH**

**BOUNDARY MAP**

2901 NORTHEAST 14TH STREET  
 POMPANO BEACH, FL  
 SECTION 30, TOWNSHIP 48 S, RANGE 43 E



**SEA DIVERSIFIED, INC.**  
 151 NW 1st AVENUE  
 DELRAY BEACH, FL 33444

561-243-4920

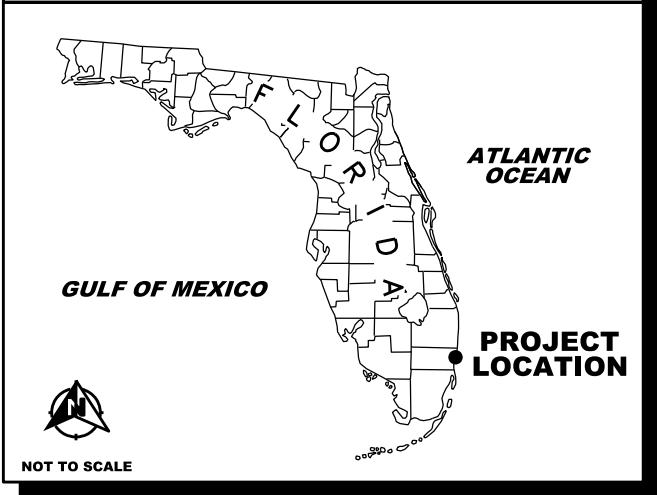
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Checked by:	W.T.S.
Scale:	N.T.S.

Sheet Name:

**L-1**

Sheet No.: 2

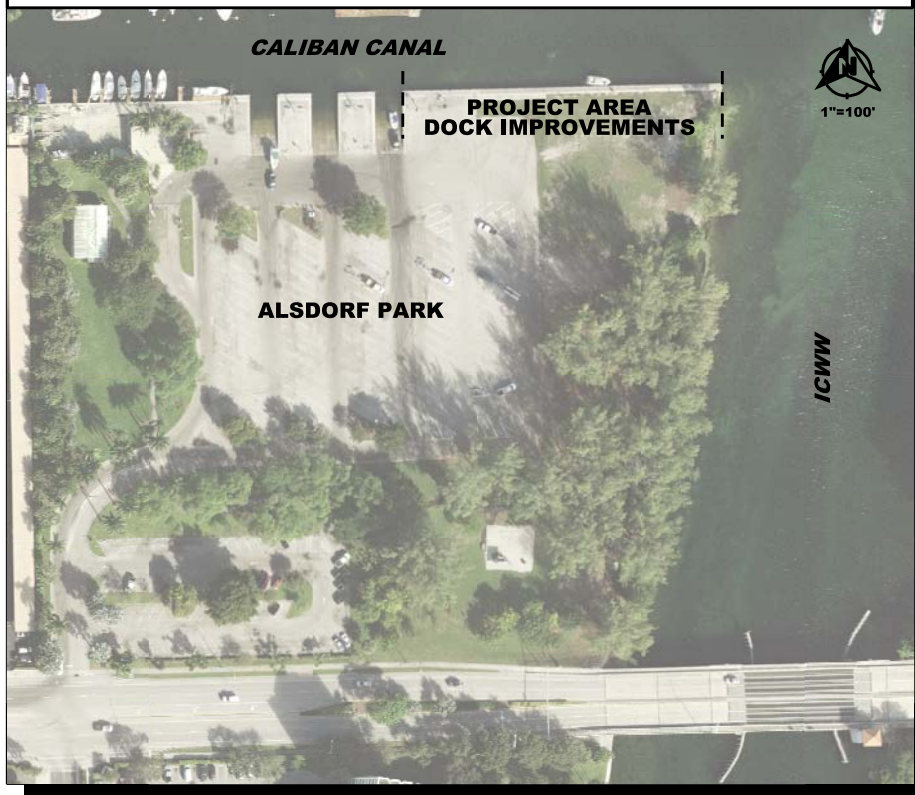
# LOCATION MAP



# VICINITY MAP



# AERIAL MAP



GRANT PURPOSES ONLY

**WM. J. ALSDORF PARK  
DOCK & BULKHEAD  
MARINE IMPROVEMENTS  
THE CITY OF POMPANO BEACH**

## LOCATION MAP

2901 NORTHEAST 14TH STREET  
POMPANO BEACH, FL  
SECTION 30, TOWNSHIP 48 S, RANGE 43 E



**SEA DIVERSIFIED, INC.**  
151 NW 1st AVENUE  
DELRAY BEACH, FL 33444

561-243-4920

Date:	08/2019
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	AS SHOWN

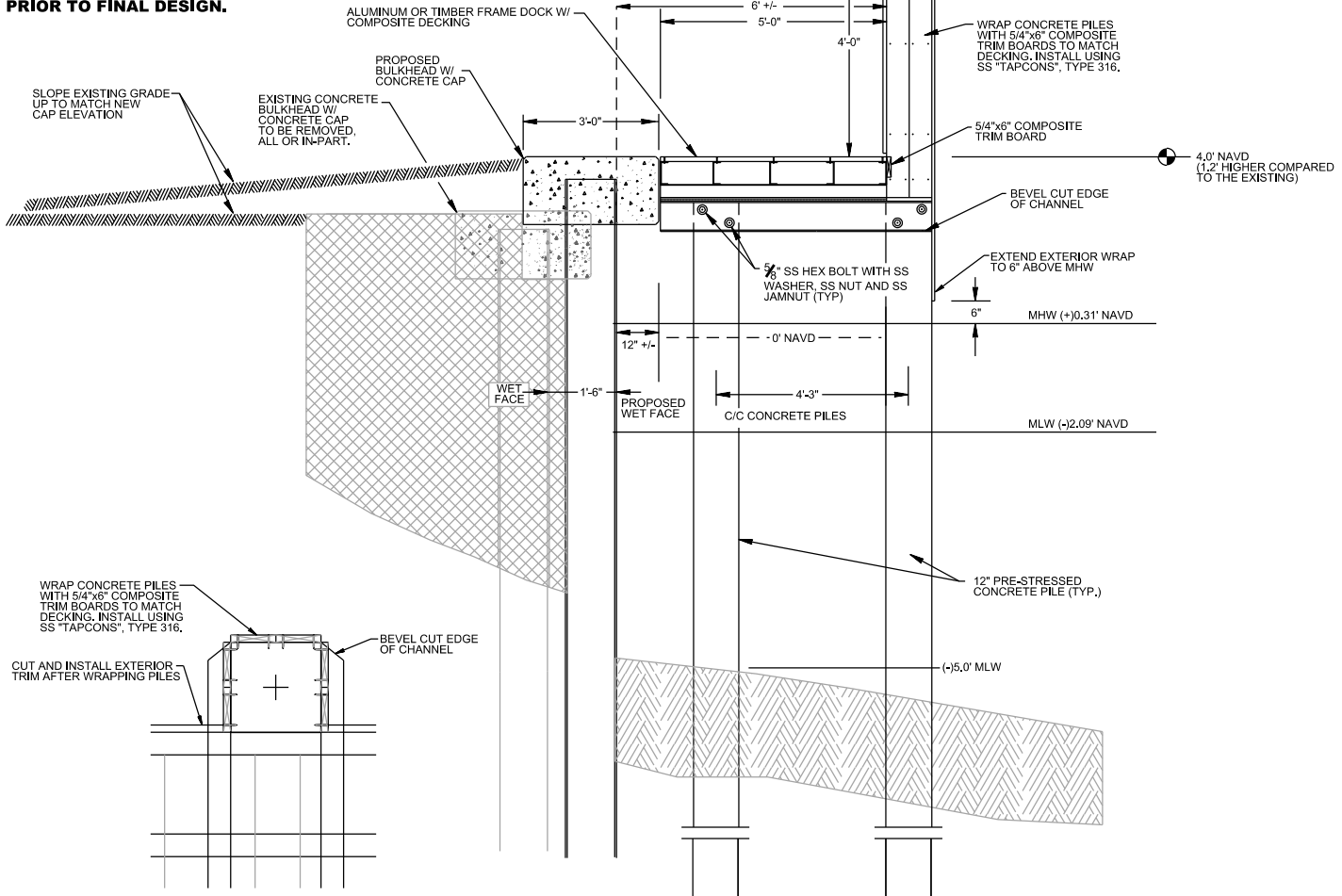
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Sheet No.: 1

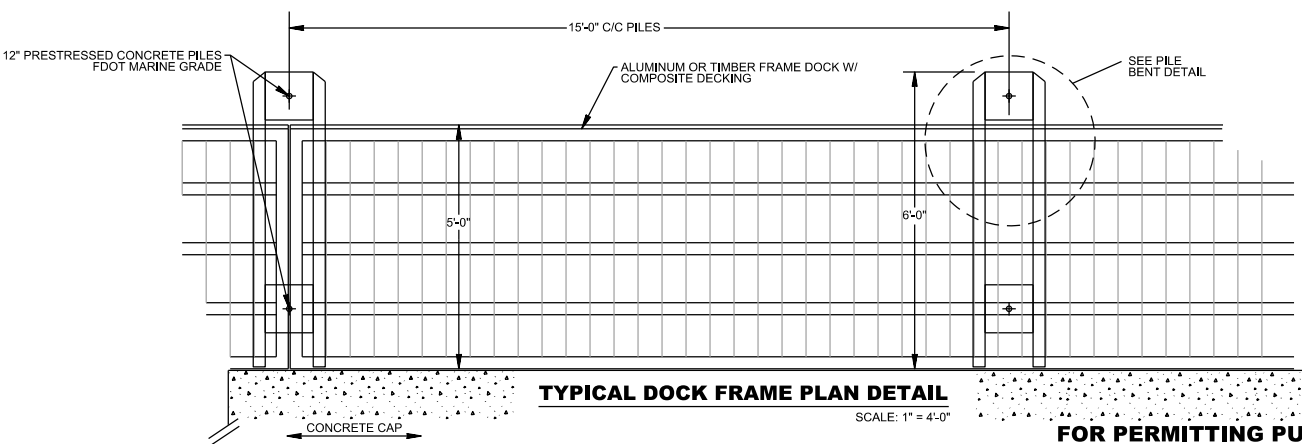


**NOTE: BULKHEAD TO BE DESIGNED FOR POSSIBLE FUTURE CAP ELEVATION OF +5.0 FEET NAVD, OR AS REQUIRED BY CITY OF POMPANO BEACH REVISED BUILDING CODES, ANTICIPATED ENFORCEMENT DATE 2036. CURRENT DESIGN CAP ELEVATION TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL CITY CODE AND/OR FLORIDA BUILDING CODE, 2017 SIXTH EDITION.**  
**NOTE: DOCK IS TO BE CONSTRUCTED AS SHOWN "FIXED" DOCK OR "FLOATING" DOCK, TO BE DETERMINED PRIOR TO FINAL DESIGN.**



**PILE BENT DETAIL**  
SCALE: 1" = 1'-0"

**TYPICAL DOCK & BULKHEAD SECTION**  
SCALE: 1" = 4'-0"



**TYPICAL DOCK FRAME PLAN DETAIL**  
SCALE: 1" = 4'-0"

FOR PERMITTING PURPOSES ONLY

**WM. J. ALSDORF PARK  
DOCK & BULKHEAD  
MARINE IMPROVEMENTS  
THE CITY OF POMPANO BEACH**

**DESIGN  
SECTION DETAILS**

2901 NORTHEAST 14TH STREET  
POMPANO BEACH, FL  
SECTION 30, TOWNSHIP 48 S, RANGE 43 E

**Certification:**

**SEA DIVERSIFIED, INC.**  
151 NW 1st AVENUE  
DELRAY BEACH, FL 33444  
561-243-4920

**SEA DIVERSIFIED**

Date:	07/2019	Sheet Name: <b>S-2</b> Sheet No.: 10
Drawn by:	B.N.W.	
Checked by:	W.T.S.	
Scale:	1"=4'	



1"=50'

**CALABAN CANAL**

EXISTING DOCK TO BE REPLACED  
REF. SHEET S-1 FOR DETAILS

PROPOSED FIXED DOCK WITH OPTION OF A  
FLOATING DOCK

346'-0"  
PROPOSED DOCK

10" DIA. TIMBER FENDER  
PILES @ 12' O.C. +/-

SECTION  
A-A

12" SQ. PRESTRESSED CONCRETE  
PILES @ 15' O.C. +/-

349'-0"  
PROPOSED BULKHEAD

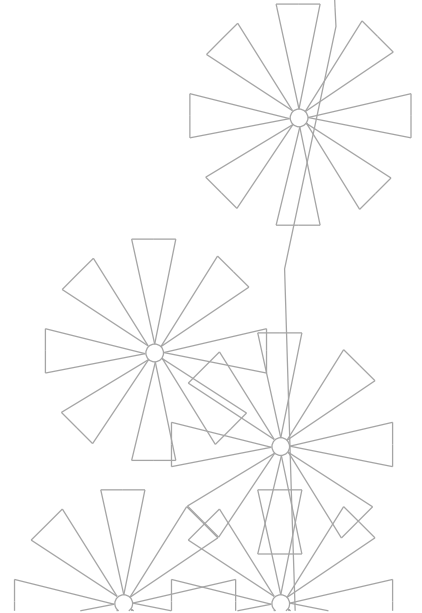
EXISTING BULKHEAD TO BE REPLACED  
REF. SHEET S-1 FOR DETAILS

INTRACOASTAL WATERWAY

EASTERNMOST  
EXISTING  
BOAT RAMP

EXISTING  
ASPHALT

**ALSDORF PARK**



GRANT PURPOSES ONLY

**WM. J. ALSDORF PARK  
DOCK & BULKHEAD  
MARINE IMPROVEMENTS  
THE CITY OF POMPANO BEACH**

**SITE PLAN**

2901 NORTHEAST 14TH STREET  
POMPANO BEACH, FL  
SECTION 30, TOWNSHIP 48 S, RANGE 43 E



**SEA DIVERSIFIED, INC.**  
151 NW 1st AVENUE  
DELRAY BEACH, FL 33444

561-243-4920

Date: 08/2019

Drawn by: B.N.W.

Checked by: W.T.S.

Scale: 1"=50'

Sheet Name:

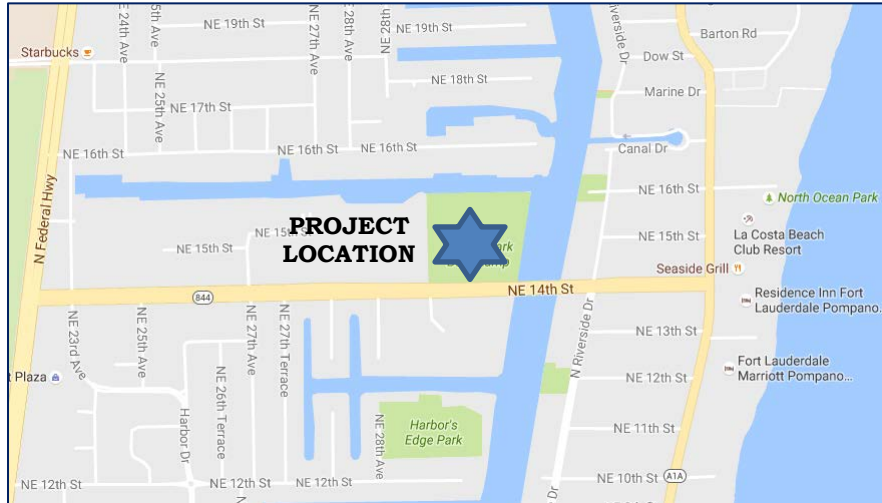
**P-1**

Sheet No.: 3

# BULKHEAD & DOCK CONDITION REPORT

## Alsdorf Park City of Pompano Beach

December 2018, Updated March 2019



Prepared for:  
**The City of Pompano Beach**  
100 W Atlantic Boulevard, Florida 33444  
Phone: 954-786-4029  
[www.PompanoBeachFL.gov](http://www.PompanoBeachFL.gov)



Prepared by:  
**Sea Diversified, Inc.**  
151 NW 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444  
Phone: 561-243-4920 / Facsimile: 561-243-4957  
[www.SeaDiversified.com](http://www.SeaDiversified.com)



## INTRODUCTION:

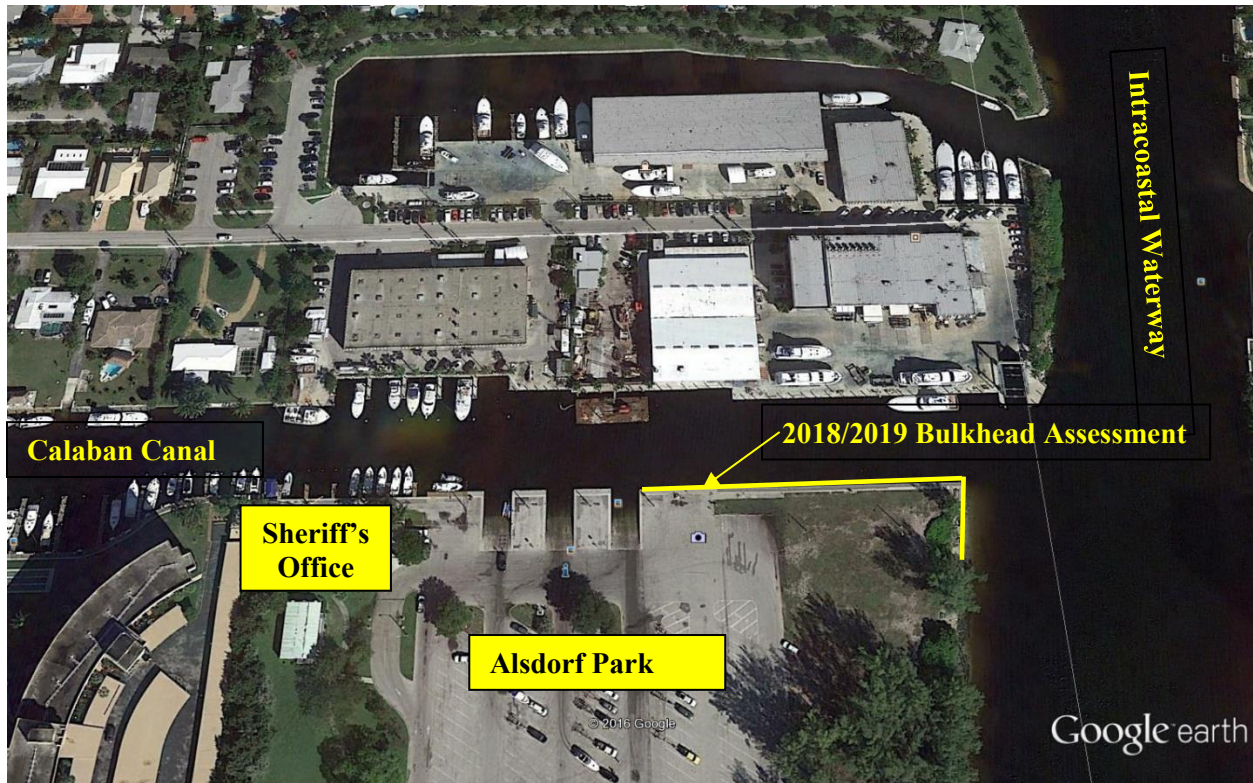
Pursuant to the request of the City of Pompano Beach, Sea Diversified, Inc. (SDI), conducted a bulkhead assessment at William J. Alsdorf Boat Launching Park (Alsdorf Park) located at 2901 Northeast 14<sup>th</sup> Street on the west side of the Intracoastal Waterway (ICWW). **Reference Figure A.** The bulkhead at Alsdorf Park extends along the south side of Caliban Canal, an artificial waterway bordering the north side of the Park property. The bulkhead measures approximately 780 feet in total length extending west from the ICWW along the Park to the west side of an adjacent sheriff facility where it abuts a private residential bulkhead. SDI conducted a previous inspection of this entire bulkhead in late July and early August of 2016. The current bulkhead assessment focused specifically on a 350-foot segment of the wall extending from the boat ramps to the ICWW including a small section extending along west side of the ICWW. **Reference Figure B.** This part of the bulkhead was noted to be in poor condition in 2016 so the updated inspection was conducted for purposes of checking on current conditions in preparation for initiating necessary repairs. Field work consisted of visual observations of existing conditions by engineering staff under the direction and supervision of a Professional Engineer. The current field work was conducted in December of 2018.



**Figure A**

## DESCRIPTION:

The subject bulkhead structure is constructed of vertical concrete panels approximately 10-ft in width, vertical concrete T-piles and concrete cap. Excavation to determine the presence of a tie-back system was not conducted. A timber frame marginal dock runs the length of this section of bulkhead from the ICWW



**Figure B**

to the east boat ramp. The marginal dock is constructed with pressure treated timber framing and composite decking. The dock is attached to the bulkhead cap using timber ledgers and supported waterward by thirty-five (35) timber piles, spaced approximately 10-feet on center. Two (2) of the timber piles appear to have been replaced since the time of the previous inspection 2016 because of a reported vessel strike. Additionally, it appears several more timber piles have been jacketed with a vinyl wrap and back-filled with concrete since the previous inspection. The landside area of the bulkhead is comprised of natural ground and grass graded flat at approximately the same elevation of the concrete cap. Further west towards the boat ramp area, the bulkhead is bordered by asphalt.

#### **FIELD OBSERVATIONS:**

The field investigation was conducted in December of 2018 and consisted of both topside and in-water visual observations of the bulkhead to note evidence of damage, extreme deterioration or signs that the bulkhead may not be functioning as intended. The condition assessment was limited to structural components that were readily visible without extensive scraping of marine growth or excavation of sediments.

Commencing at the south end of the bulkhead section along the ICWW, the top surface of the concrete cap was observed to be in fair to poor condition with numerous surface cracks, damaged concrete, spalling and rust staining. The concrete T-piles showed signs of age with extensive deterioration but overall this section of bulkhead was observed to be in relatively stable condition. **(Plates A through D)**





**Bulkhead & Dock Condition Report - Alsdorf Park**  
**City of Pompano Beach**  
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Proceeding west into the Calaban Canal, the easterly 80 feet of bulkhead is laterally reinforced by concrete batter piles, which appeared to have been added to the original bulkhead structure as part of previous repair work. This easterly section of bulkhead also appeared to have a newer concrete cap, approximately 40 inches in width and 24 inches in depth, which apparently was constructed concurrent with the addition of batter piles. The upper side of the concrete cap was observed to be in fair condition with minor cracks and minimal signs of deterioration. **(Plates E and F)**. This repaired section of bulkhead has rock rip rap stacked along the base of the vertical panels.

The batter piles along the first section of bulkhead were observed to be in good condition with no significant cracks or sign of deterioration. The outer face of the bulkhead cap, beneath the dock, was observed to have several cracks with several severe cracks at the east end near the entrance to the ICWW. **(Plates F and G)** One area of the concrete cap was observed to have exposed gravel or aggregate material along the lower corner of the outside face indicative of poor quality control during the repair / replacement of the cap. The condition of the T-piles, apparently part of the original construction, showed significant signs of deterioration. **(Plate H)** The concrete panels, also apparently part of the original construction, were observed to have some cracking, but extensive marine growth prohibited visual observations over much of the panel areas below water. Along this section of bulkhead, the marginal dock was observed to be in poor condition with sections of the dock framing that have failed and/or severely deteriorated. **(Plates G, H and I)**

Proceeding westerly, the concrete cap transitions to what appears to be an older cap measuring 24 inches in width and 12 inches in depth. This apparent older section of cap was observed to be poor condition with significant cracks along the top face of the cap. The ground behind the cap was observed to be stable with no significant signs of settlement indicative of possible material loss through the wall. Based on the 2016 investigation there were significant depression areas behind the wall and signs of material loss, so it is evident the City has been performing some degree of maintenance along the bulkhead. **(Plates J through N)**

At the bulkhead transition location, a section of the dock was repaired using new timber piles and timber framing with the original decking reattached to the underlying substructure. **(Plates O and P)** Along this section of the bulkhead continuing west to the boat ramp, the condition of the cap is extremely poor with extensive signs of deterioration, cracking and exposed rebar. As evidenced in the 2016 investigation, it appeared that the original cap was over-poured with a new cap at some point in the past. Large sections of the apparent over-pour were severely deteriorated with large cracks and missing concrete. **(Plates Q, R and S)** The cap condition is in such a poor state that the stability of the dock is a severe issue as the ledger board attached to the outer face of the cap could fail due to cracks and loss of concrete. **(Plates T and U)** The vertical piles and panels along this section of bulkhead were observed to have random cracks of varying degrees of severity.

**SUMMARY OF FINDINGS:**

The eastern 80 feet of the bulkhead observed in December 2018 appeared to have been repaired in the past with a new concrete batter pile lateral support system and new concrete cap. The small section of wall extending along the ICWW, also appeared to have been repaired in the past but included only the replacement of the concrete cap. These sections of the bulkhead are structurally stable with no evidence of loss of lateral support, however significant cracks in the concrete cap were observed predominately at the very east end adjacent to the ICWW. Along this section of bulkhead, the timber dock is in need of





repairs to many of the structural framing members. Several cross members were observed to have failed indicating the dock is not safe for pedestrian traffic.

West of the 80-foot repaired section, extending to the east boat ramp, the bulkhead appeared to be the original structure, however there was visual evidence that the bulkhead cap may have been repaired and/or over-poured in the past. The condition of this section of bulkhead is poor showing major signs of deterioration especially along the outer face and underside of the concrete cap. The upper surface of the concrete cap was also observed to have significant cracks. Along this section of bulkhead, the marginal dock is supported, in part, by a continuous ledger with a series of cross members that span from the ledger board to the outer timber pile system. Due to the extensive deterioration of the concrete cap, segments of the ledger board and many cross member supports are no longer properly secured to the face of the cap, so the overall capacity of the dock system has been compromised.

In summary, the subject bulkhead and adjacent marginal dock, as observed in December of 2018, are in a condition that warrant immediate attention, especially along the stretch of shoreline extending approximately 270 feet east of the boat ramps. Major repairs are needed to this segment of bulkhead or, if budgets allow, construction of a new bulkhead structure should be considered. Extensive repairs or full replacement of the marginal dock that adjoins to this section of bulkhead are also necessary as the existing structure was observed to be unsafe for public use. East of this section, minor maintenance to the bulkhead is necessary including repairs to the abutting timber dock. This section of timber dock along this stretch of shoreline was also determined to be unsafe for occupancy.

#### **RECOMMENDATIONS:**

Based on the results of the field observations, it is SDI's recommendation that immediate remedial measures be implemented to maintain and/or restore the stability of the bulkhead and marginal dock to ensure the long-term performance of the structures, as originally intended. More importantly, immediate remedial measures are required to ensure the safety of those that use the structures. Recommended repairs are outlined as follows:

##### Alternative One:

1. Secure the areas of immediate concern to prohibit access by the public.
2. Remove and dispose of the marginal dock decking and framing.
3. Along the bulkhead extending from the boat ramp easterly to repaired section (approximately 270 feet), carefully cut and remove a section of the concrete cap at each T-Pile location, only to the extent required for installation of 14" concrete batter piles. Cutting the cap and installation of batter piles should be conducted one at a time to minimize loss of lateral support. Temporary shoring of the bulkhead may be required until such time all batter piles are installed.
4. After installation of batter piles, carefully cut and remove the remaining cap sections to expose top of vertical panels. Install vertical steel dowels into the existing concrete panels and form and pour new concrete cap per details and specifications prepared by a qualified engineer. New concrete cap to match the previously repaired cap in size and elevation, unless otherwise directed by the engineer.
5. Along the entire bulkhead extending from the boat ramps to the ICWW including the small section of wall that extends south along the ICWW, repair existing T-Piles and vertical panels per direction of the engineer. Along the previously repaired section of bulkhead, repair the existing cap per direction of the engineer.
6. Reconstruct marginal dock with new timber piles where specified by the engineer. Reconstruction of the marginal dock shall be in accordance with plans and specifications prepared by the engineer.





Alternative Two - Interim Remedial Measures:

Based on SDI's observations on December 2018, of immediate concerns is the stability and safety of the marginal dock that borders the bulkhead east of the boat ramps to the ICWW. If budgets prohibit the extent of repairs outlined above, one alternative for the City to consider is to repair the marginal dock and perform maintenance and repairs to the only severely deteriorated bulkhead components with the objective to extend the life of the bulkhead until such time funds are available for major repairs or complete reconstruction of the bulkhead. This would encompass the following:

1. Secure the areas of immediate concern to prohibit access by the public.
2. Remove decking to expose the marginal dock substructure.
3. Along the entire bulkhead east of the boat ramp, remove the ledger attached to the bulkhead cap. Remove cross members and cross member supports at each timber pile location and all timber stringers.
4. Repair concrete cap, existing T-Piles and panels per direction of the engineer.
5. Install new timber piles adjacent to the concrete cap at each existing timber pile location. Replace existing severely deteriorated timber piles, as required. Contractor to be careful not to damage existing concrete cap or T-Piles. Install new timber cross members at each pile bent. Install new stringers and decking. Reconstruction of the marginal dock shall be in accordance with plans and specifications prepared by the engineer.

Alternative Three - Complete Reconstruction Alternative:

Based on the age and condition of the existing wall, the optimum action would be to construct a new concrete bulkhead (concrete panels, king piles, batter piles and cap) or alternatively construct the bulkhead using an interlocking sheetpile system (aluminum, composite or steel) with concrete batter piles and cap. A new bulkhead, if designed properly and maintained, would have a life expectancy of 50+ years.

**ESTIMATES OF PROBABLE CONSTRUCTION COSTS:**

Estimates of probable repair costs associated with the recommendations outlined above are incorporated, herein. Individual component costs are based on SDI's experience on similar types of construction along with consultation with various trades having experience in marine related construction activities. Estimated costs provided, herein are subject to change based upon further detailed site investigations, preparation of plans and specifications and further coordination with contractors in the marine construction field. In summary, the estimated repair costs are as follows:

Alternative One:

Contractor Mobilization and Demobilization:	\$ 10,000.00
Demolition of Timber Dock:	\$ 15,000.00
Concrete Batter Piles – (28) 14” piles @ 10’+/- O.C.:	\$ 70,000.00
Demolition of Concrete Cap:	\$ 25,000.00
New Concrete Cap (270 feet):	\$ 40,500.00
Concrete Cap, T-Pile and Panel Repairs: (Allowance):	\$ 20,000.00
Marginal Dock Reconstruction (5’x350’):	\$ 43,750.00
Timber Pile Replacement (Assume 25% Replacement, 9 piles):	\$ 18,900.00
Environmental Control Measures:	\$ 3,500.00
<u>City Permits, Bonds and Licenses:</u>	<u>\$ 5,000.00</u>
<b>Sub-total - Estimated Repair Cost:</b>	<b>\$ 251,650.00</b>
Contingency @ 10%	\$ 25,165.00
<b>Total - Estimated Repair Cost w/ Contingency:</b>	<b>\$ 276,815.00</b>





**Bulkhead & Dock Condition Report - Alsdorf Park**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
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Alternative Two:

Contractor Mobilization and Demobilization:	\$ 10,000.00
Demolition of Timber Dock:	\$ 15,000.00
Concrete Cap, T-Pile and Panel Repairs: (Allowance):	\$ 20,000.00
Timber Pile Installation (35 total):	\$ 52,500.00
Marginal Dock Reconstruction (5'x350'):	\$ 43,750.00
Timber Pile Replacement (Assume 25% Replacement, 9 piles):	\$ 18,900.00
Environmental Control Measures:	\$ 3,500.00
<u>City Permits, Bonds and Licenses:</u>	<u>\$ 5,000.00</u>
<b>Sub-total - Estimated Repair Cost:</b>	<b>\$ 168,650.00</b>
Contingency @ 10%	\$ 16,865.00
<b>Total - Estimated Repair Cost w/ Contingency:</b>	<b>\$ 185,515.00</b>

Alternative Three:

Contractor Mobilization and Demobilization:	\$ 25,000.00
Demolition of Timber Dock:	\$ 15,000.00
New Concrete Bulkhead (350 feet):	\$ 525,000.00
Marginal Dock Reconstruction (5'x350'):	\$ 43,750.00
Timber Pile Replacement (35 piles):	\$ 73,500.00
Environmental Control Measures:	\$ 3,500.00
<u>City Permits, Bonds and Licenses:</u>	<u>\$ 5,000.00</u>
<b>Sub-total - Estimated Repair Cost:</b>	<b>\$ 690,750.00</b>
Contingency @ 10%	\$ 69,075.00
<b>Total - Estimated Repair Cost w/ Contingency:</b>	<b>\$ 759,825.00</b>

## Notes:

1. Estimated costs for repairs and replacement are subject to further site investigations, geotechnical studies and final engineering analysis.
2. Costs provided, herein are provided for planning and budgeting purposes.
3. Costs estimates do not include engineering, permitting and construction administration.

---

The site observations, report preparation and recommendations herein have been prepared under the direct supervision of a State of Florida Professional Engineer. Site observations were limited to areas and structure components readily visible. Underground, soil or other unknown conditions could alter the conclusions and recommendations of this report. Recommendations were developed based on experience and judgment of likely causes of conditions observed. If additional information regarding the marine facilities becomes known, including historical or existing site conditions, we reserve the right to amend the conclusions and recommendations of this report.

**Signed:**

William T. Sadler, Jr., P.E.  
 President, Sea Diversified, Inc.  
 Florida Registration Number 41184







**Bulkhead & Dock Condition Report - Alsdorf Park**  
**APPENDIX A – Field Photography**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
**December 2018, Updated March 2019**  
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**Plate A**  
**South View at East End along ICWW**  
**Note major crack at corner**



**Plate B**  
**Southerly View at East End along ICWW.**  
**Significant spalling, cracks and staining**





**Bulkhead & Dock Condition Report - Alsdorf Park**  
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**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
**December 2018, Updated March 2019**  
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**Plate C**  
**West View at East End along ICWW.**  
**Significant spalling, cracks and staining**



**Plate D**  
**North View at East End along ICWW.**  
**Major crack / loss of concrete and spalling corner.**



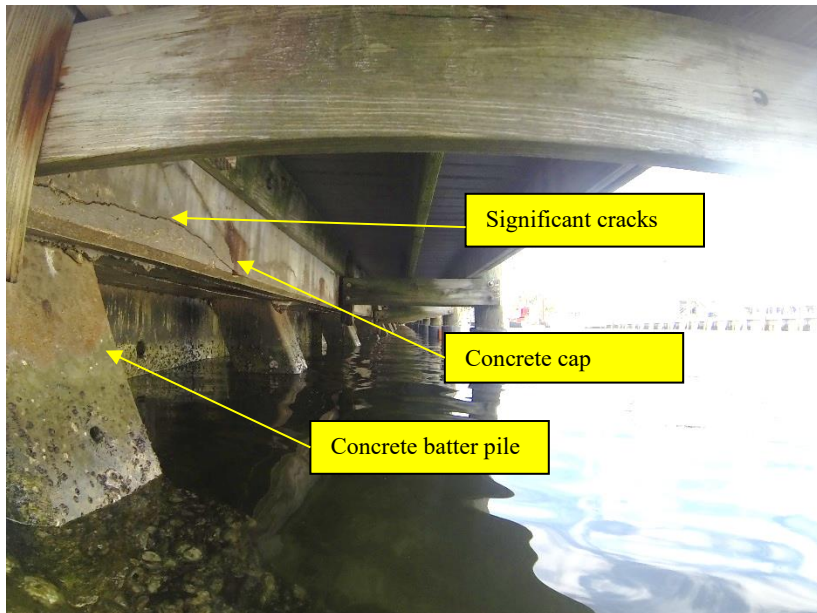




**Bulkhead & Dock Condition Report - Alsdorf Park**  
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**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
**December 2018, Updated March 2019**  
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**Plate E**  
**West View from East end of bulkhead**

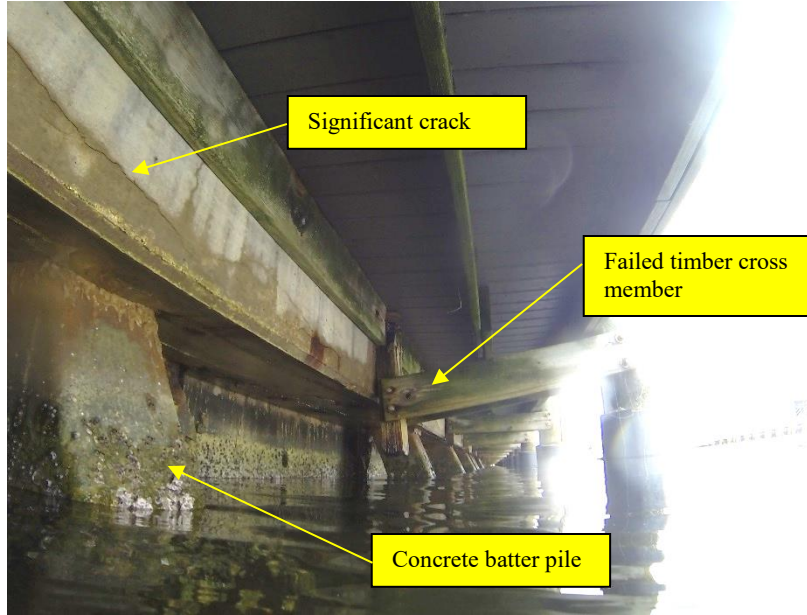


**Plate F**  
**West view from East end of bulkhead looking underneath dock.**  
**Bulkhead and dock components.**

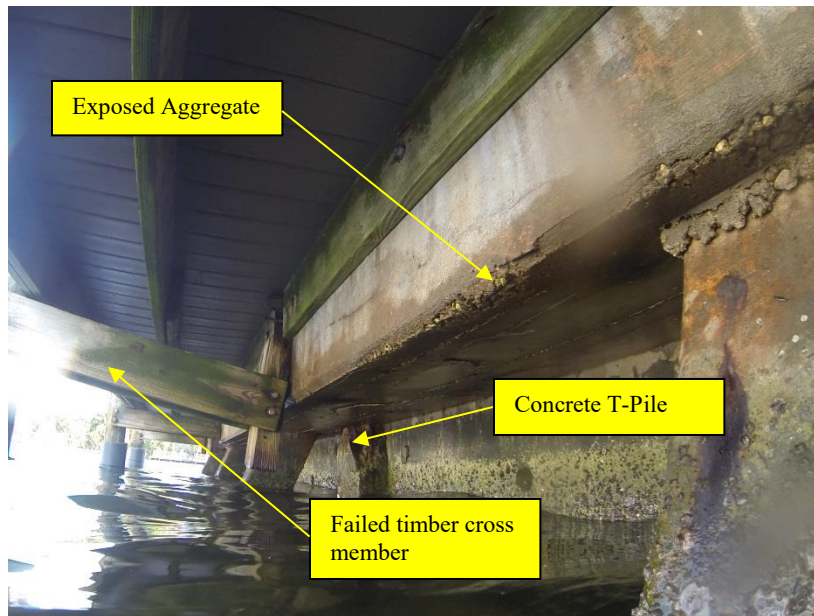




**Bulkhead & Dock Condition Report - Alsdorf Park**  
**APPENDIX A – Field Photography**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
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**Plate G**  
**West view from East end of bulkhead looking underneath dock.**  
**Failed timber cross member**



**Plate H**  
**East view from East end of bulkhead looking underneath dock.**  
**Failed timber cross member**







**Bulkhead & Dock Condition Report - Alsdorf Park**  
**APPENDIX A – Field Photography**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
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**Plate I**  
**Cracked / deteriorated timber cross member support**



**Plate J**  
**East view at transition from repaired bulkhead section to original bulkhead structure**





**Bulkhead & Dock Condition Report - Alsdorf Park**  
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**City of Pompano Beach**  
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**December 2018, Updated March 2019**  
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**Plate K**  
**West view at transition from repaired bulkhead section to original bulkhead structure**



**Plate L**  
**Significant cracks in concrete cap**







**Bulkhead & Dock Condition Report - Alsdorf Park**  
**APPENDIX A – Field Photography**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
**December 2018, Updated March 2019**  
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**Plate M**  
**Significant cracks in concrete cap**



**Plate N**  
**West end of bulkhead under current assessment**

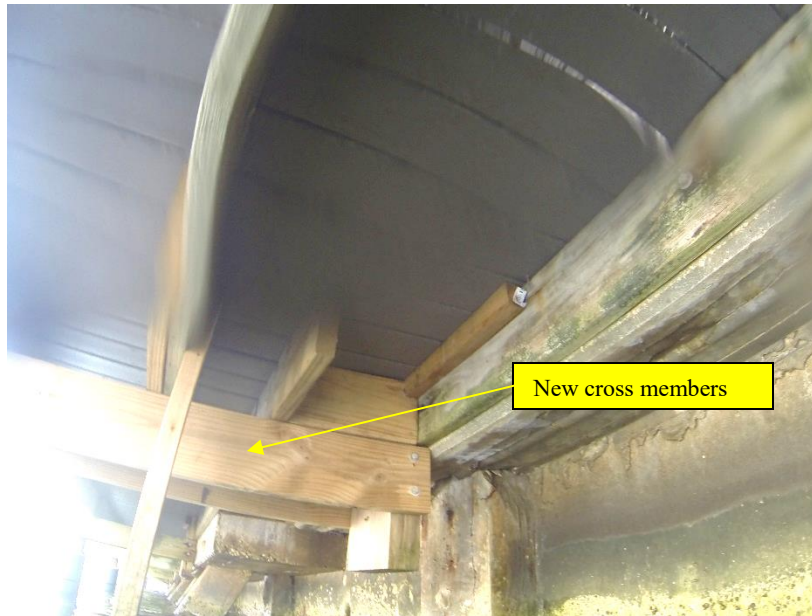




**Bulkhead & Dock Condition Report - Alsdorf Park**  
**APPENDIX A – Field Photography**  
**City of Pompano Beach**  
**Sea Diversified Inc. Project Number 18-2737**  
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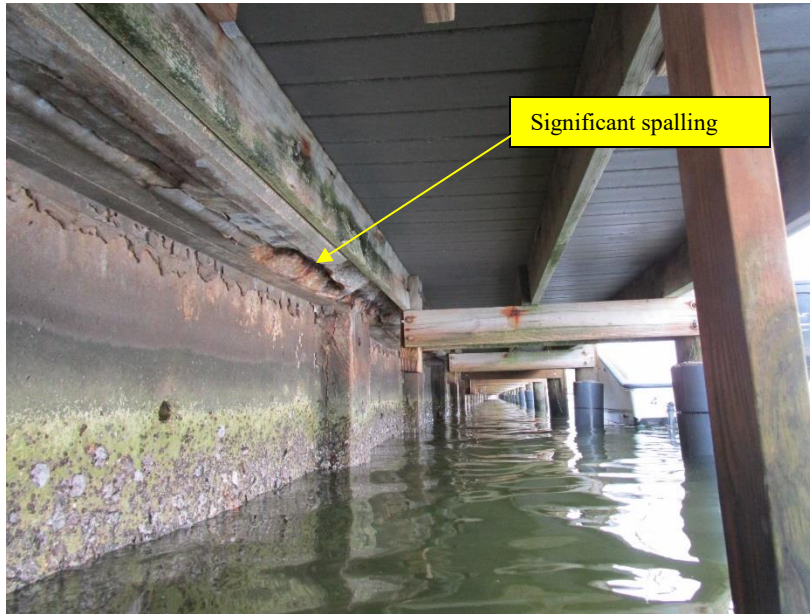
**Plate O**  
**View beneath dock at bulkhead transition point**  
**Note repaired section of timber dock**



**Plate P**  
**View beneath dock at bulkhead transition point**  
**Note repaired section of timber dock**







**Plate Q**  
**Typical condition of bulkhead cap and timber dock**



**Plate R**  
**Typical condition of bulkhead cap**



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**Plate S**  
**Typical condition of bulkhead cap and dock**



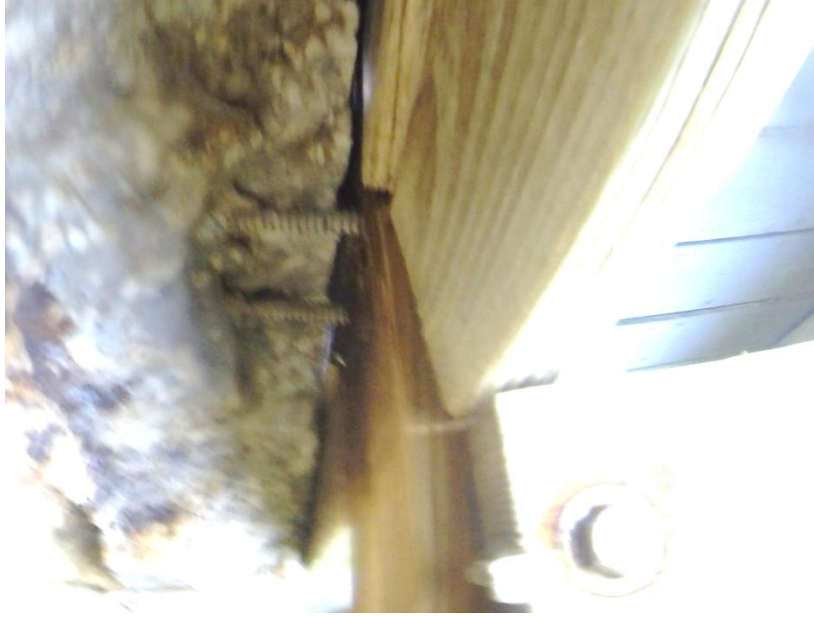
**Plate T**  
**Typical condition of bulkhead cap and dock**







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**Plate U**  
**Severely spalled concrete with evidence that cross member**  
**support connections are in poor condition**