CITY OF LIGHTHOUSE POINT, FLORIDA CITY COMMISSION AGENDA ITEM REPORT DATE OF COMMISSION MEETING – January 22, 2019

AGENDA ITEM NO. - 🕼

PREPARED BY – Chuck Schramm, Public Works Director DIRECTOR APPROVAL - ADMINISTRATOR APPROVAL -

TOY

SUBJECT:

Resolution approving an Amendment to Interlocal Agreement and Sublease between the City of Pompano Beach and the City of Lighthouse Point for use of the Exchange Club Park property for Dredging Spoils transfer.

1. BACKGROUND/HISTORY

Since 1979 the City of Lighthouse Point and the City of Pompano Beach have agreed to operate and maintain the "Northeast 24th Street FIND Property", also known as Exchange Club Park, as a public park to the mutual benefit of both cities and their residents. The property is owned by the Florida Inland Navigation District (FIND) and the City of Pompano Beach maintains a lease with them to use the land as open greenspace. The historical use for the property has been for dredge materials transfer when FIND performs Intracoastal Waterway dredging.

As part of the City of Lighthouse Point's efforts to accomplish a proposed dredging project in City canals, the City needs a large area where spoils can be transferred from a hopper barge to dry land to stage it for disposal. The Exchange Club Park property is tailor made for this purpose. FIND has agreed in principle to allow outside entities to use the property for this purpose with the stipulation that we establish a sublease with the City of Pompano Beach to define the use and protect the parties involved.

2. FINDINGS/CURRENT ACTIVITY

The attached Amendment to Interlocal Agreement and Sublease between the City of Lighthouse Point and the City of Pompano Beach ("Amendment and Sublease") is proposed for use of Exchange Club Park for dredging spoils transfer. The Amendment and Sublease specifies the proposed usage, a project schedule window, ongoing maintenance requirements, hauling process procedures and restoration requirements. The park will be closed to public use for the duration of the dredging spoils management process and will be reopened after final restoration is completed.

It is anticipated that the dredging work will commence around ______, 2019, and should be completed approximately ninety (90) days thereafter.

As of Friday, January 18, 2019, the final information on the dates within the Amendment and Sublease were still being completed, and Pompano Beach had not confirmed a final document. However, the City Administration and City Attorney believe the documents are completed in all substantive items except for the dates, so the request includes authorization for the City Administration to agree to modifications to the Amendment and Sublease relating to the dates and other non-substantive changes without requiring additional City Commission approval.

3. ATTACHMENTS

Resolution
Proposed Sublease Agreement with attachments

4. FINANCIAL IMPACT

None. The City will continue, however, to meet its maintenance obligations for areas of the Park unaffected by transfer of spoils as part of the original Interlocal Agreement.

5. ACTION OPTIONS/RECOMMENDATION

Request that the City Commission adopt the resolution approving the Amendment to Interlocal Agreement and Sublease between the City of Pompano Beach and the City of Lighthouse Point for the use of the Exchange Club Park property for dredging spoils transfer, and authorize the proper City officials to execute the necessary documents.

CITY OF LIGHTHOUSE POINT FLORIDA

RESOLUTION NO. 2019 – 2248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, APPROVING AN AMENDMENT TO INTERLOCAL AGREEMENT AND SUBLEASE BETWEEN THE CITY OF POMPANO BEACH AND CITY OF LIGHTHOUSE POINT FOR USE OF THE EXCHANGE CLUB PARK PROPERTY FOR DREDGING SPOILS TRANSFER; AUTHORIZING THE CITY ADMINISTRATION TO AGREE TO MODIFICATIONS ON DATES IN THE SUBLEASE AND OTHER NON-SUBSTANTIVE CHANGES IF NECESSARY AND TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has entered into a Lease Agreement with the Florida Inland Navigation District (F.I.N.D.) for property known as the Northwest 24th Street F.I.N.D. Property and currently referred to as "Exchange Club Park," designated as MSA 726; and,

WHEREAS, the City of Pompano Beach and the City of Lighthouse Point have entered into an Interlocal Agreement for the operation and maintenance of a public park at Exchange Club Park; and,

WHEREAS, the City of Lighthouse Point is undertaking a project to dredge city canals and desires to use Exchange Club Park for transferring dredge spoils from the dredging barges to the upland property at Exchange Club Park for temporary storage until it can be hauled away for permanent disposal; and,

WHEREAS, the City of Pompano Beach may need to use Exchange Club Park for the same purposes for dredging operations it may undertake during the term of the Interlocal Agreement; and,

WHEREAS, F.I.N.D. has conditionally approved the City of Lighthouse Point's request to use Exchange Club Park for temporary storage and hauling of dredged materials for the canal maintenance project and requires the City of Pompano Beach and the City of Lighthouse Point to enter into a Sublease for the City of Lighthouse Point's use of the Exchange Club Park for temporary storage and hauling of dredged materials; and,

WHEREAS, the parties agree that entering into this Amendment to Interlocal Agreement and Sublease is in their best interest; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

CITY OF LIGHTHOUSE POINT FLORIDA

RESOLUTION NO. 2019 – 2248

Section 2.	The	City	Commission	of	the	City	of	Lighthouse	Point	does	hereby
approve of the terms	and j	provis	ions of the A	mei	admo	ent to	Int	erlocal Agre	ement	and S	ublease
between the City of Po	ompa	no Be	ach and City o	of L	ightl	iouse	Poi	nt.	•	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

- **Section 3.** The appropriate City officials are authorized to agree to modifications as to dates in the sublease and other non-substantive changes if necessary, and directed to execute said Amendment to Interlocal Agreement and Sublease on behalf of the City of Lighthouse Point.
- **Section 4.** The City Clerk is authorized to forward a copy of this Resolution and two (2) fully-executed copies of the Amendment to Interlocal Agreement and Sublease to the City of Pompano Beach.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED this 22nd day of January, 2019.

	BY:			
		Jason I). Joffe,	Commission President
ATTESTED				
BY: Jennifer M. Oh, City Clerk				
APPROVED				
BY:				
Office of the City Attorney				
Commission Durailand I D. I. CC		Yes	No	Absent
Commission President Jason D. Joffe Commission Vice President Earl Maucker			-	-
Commissioner Sandy Johnson				
Commissioner Michael S. Long Commissioner Kyle Van Buskirk				-

AMENDMENT TO INTERLOCAL AGREEMENT

AND SUBLEASE

BETWEEN

CITY OF POMPANO BEACH

AND LIGHTHOUSE POINT

PROVIDING FOR

JOINT OPERATION AND MAINTENANCE OF A PUBLIC PARK

WHEREAS, the City of Pompano Beach (POMPANO BEACH) has entered into a Lease Agreement with the Florida Inland Navigation District (F.I.N.D.) for property known as the Northwest 24th Street F.I.N.D. Property and currently referred to as "Exchange Club Park," designated as MSA 726; and,

WHEREAS, POMPANO BEACH and the City of Lighthouse Point (LIGHTHOUSE POINT) have entered into an Interlocal Agreement for the operation and maintenance of a public park at Exchange Club Park; and,

WHEREAS, LIGHTHOUSE POINT is undertaking a project to dredge city canals and desires to use Exchange Club Park for transferring dredge spoils from the dredging barges to the upland property at Exchange Club Park for temporary storage until it can be hauled away for permanent disposal; and,

WHEREAS, POMPANO BEACH may need to use Exchange Club Park for the same purposes for dredging operations it may undertake during the term of the Interlocal Agreement; and,

WHEREAS, F.I.N.D. has conditionally approved LIGHTHOUSE POINT'S request to use Exchange Club Park for temporary storage and hauling of dredged materials for the LIGHTHOUSE POINT canal maintenance project and requires POMPANO BEACH and LIGHTHOUSE POINT to enter into a Sublease for LIGHTHOUSE POINT'S use of the Exchange Club Park for temporary storage and hauling of dredged materials; and,

WHEREAS, the parties agree that entering into this Amendment to Interlocal Agreement and Sublease is in their best interest.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and undertakings hereinafter set forth, said cities hereby agree as follows:

1. PARTIES USE OF EXCHANGE CLUB PARK FOR DREDGING.

POMPANO BEACH and LIGHTHOUSE POINT agree that each may use Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects.

The terms and conditions of a party's use of Exchange Club Park for the temporary storage and hauling of dredged materials for a canal maintenance project are as follows:

- A. The party desiring to use Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects must notify the other party of its intent to do so as soon as that party determines the need to do so. Such notice shall include the dates for such use, and a graphical depiction showing the areas of Exchange Club Park that will be used for the project.
- B. Approval from F.I.N.D. must be obtained prior to commencing the use of Exchange Club Park for the temporary storage and hauling of dredged materials for a canal

- maintenance project, and the Party doing so must comply with all conditions on such use required by F.I.N.D.
- C. During the use of Exchange Club Park for the temporary storage and hauling of dredged materials for their canal maintenance projects (Project), Exchange Club Park shall not be open to the general public. The party using the Exchange Club Park pursuant to this paragraph shall be responsible for securing the park so that it is not used by the public, including the posting of appropriate signage and enforcement through the parties' May 26, 2017, Mutual Aid Agreement.
- D. Prior to use for the Project, the designated spoils area soil will be tested for contaminants to establish a baseline for restoration.
- E. Dredge materials ("Materials") will be tugged to the "beach" of the spoils management area at Exchange Club Park and unloaded.
- F. Material will be loaded into vehicles that will take it to the spoils area and dump at Exchange Club Park. The piles will be spread out somewhat to facilitate evaporation.
- G. The party responsible for the dredging shall take reasonable steps to prevent potential odors from the Materials. However, should both parties agree that there is an unacceptable level of odors from the Materials detected in an adjoining neighborhood, the Materials shall be removed by the Party undertaking the Project within twenty four (24) hours of said mutual finding by the parties, set forth in a written communication to set the required removal time parameters.
- H. Once canal dredging is completed, the Materials will be loaded into appropriate vehicles and hauled off the property for permanent disposal.

- I. The spoils storage area will be subsequently tested to assure F.I.N.D. and the parties to the Interlocal Agreement that the site has been left in pre-activities condition. If testing proves otherwise, the Party using the property pursuant to this paragraph 1 shall mitigate, including removal of additional fill, additional testing and bringing in clean fill.
- J. Upon confirmation that the site has been left in the pre-activities condition, the Party that had been using the Exchange Club Park pursuant to this paragraph 1 shall restore the site to the condition that it was in prior to that Party's use of Exchange Club Park for the Project; provided that in the event that the other party commences use of Exchange Club Park for its Project immediately following a party's use pursuant to this paragraph and prior to its restoration, the parties agree to share equally in the restoration costs required by this subparagraph I at the conclusion of the second party's use of Exchange Club Park pursuant to this paragraph 1 and prior to Exchange Club Park reopening for public use.
- K. During the time a party is using Exchange Club Park pursuant to the uses described within this paragraph 1, the parties shall continue with their maintenance obligations set forth within Paragraph 6 of the Interlocal Agreement except where not possible due to the Project.

2. SUBLEASE AGREEMENT.

LIGHTHOUSE POINT has determined a need to use Exchange Club Park for the temporary storage and hauling of dredged materials for a canal maintenance project. The F.I.N.D. has directed that in order for LIGHTHOUSE POINT to do so, it must enter into a Sublease with POMPANO BEACH. This Amendment to Interlocal Agreement and Sublease shall serve as the

Sublease for the Project described herein. Should LIGHTHOUSE POINT require the use of Exchange Club Park for the temporary storage and hauling of dredged materials for future canal maintenance projects, separate Subleases for those specific projects will be required.

TERMS OF SUBLEASE

<u>Property subject to Sublease:</u> The entirety of the Exchange Club Park Property,
MSA 726 ("Subleased Property").
Term: Sublease Term shall commence on, 2019, and terminate on
, 2019. This term may be reduced or extended in writing by agreement of
LIGHTHOUSE POINT'S City Administrator and POMPANO BEACH'S City Manager.
Rent: No rent in addition to that agreed to in the Interlocal Agreement shall be due or
payable for this Sublease.
Subject to F.I.N.D. Lease: It is understood and agreed that this Sublease is subject to
and subordinate to any applicable terms of the F.I.N.D. Lease Agreement with POMPANO
BEACH, and that in the event of any conflict between the terms of this Sublease and the terms of
the F.I.N.D. Lease, the F.I.N.D. Lease shall be controlling.
Purpose of Sublease: LIGHTHOUSE POINT shall use the Subleased Property solely for
temporary storage and hauling of dredged materials for its canal maintenance project that
commences on or about, 2019.
<u>Use of Premises:</u> The requirements for use of the Subleased Premises set forth in
paragraph 1 above are incorporated into this Sublease. Attached hereto as Composite Exhibit "A"
are the materials outlining the terms of the City's use of the Subleased Premises: November 4,
2018, correspondence from Lighthouse Point Public Works Director Charles Schramm to
Pompano Beach Engineer Anthony Alhashemi; March 26, 2018, Disposal Site Sediment and

Mitigation Plan; Spoil Transport Plan; and the overhead map graphic showing the uses for specified tasks within the Subleased Premises by LIGHTHOUSE POINT. Composite Exhibit "A" is incorporated herein. During the period of time this Sublease is in effect, the Park shall not be open for the public.

Incorporation of Terms from Interlocal Agreement: The terms and conditions set forth in the Interlocal Agreement are incorporated into this Sublease unless specifically identified in this Amendment to Interlocal Agreement and Sublease as not applicable.

3. EXECUTION.

This document shall be executed in three (3) counterparts, each of which shall be deemed to be a duplicate original. One such duplicate original shall be retained by each of the parties and the third shall be filed with the Clerk of the Circuit Court of Broward County in accordance with the requirements of Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"POMPANO BEACH":

Witnesses:	CITY OF POMPANO BEACH
	By:REX HARDIN, MAYOR
	By:GREGORY P. HARRISON, CITY MANAGER
Attest:	
ASCELETA HAMMOND, CITY CLERK	(SEAL)
Approved as to Form:	
MARK E. BERMAN, CITY ATTORNEY	

STATE OF FLORIDA COUNTY OF BROWARD

2019 by REX HARDIN as ASCELETA HAMMOND as	nt was acknowledged before me this day of Mayor, GREGORY P. HARRISON as City Manager, and City Clerk of the City of Pompano Beach, Florida, a municipal unicipal corporation, who are personally known to me.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"LIGHTHOUSE POINT":

Witnesses:	CITY OF LIGHTHOUSE POINT				
	By:				
	By:GLENN TROAST, MAYOR				
	_				
Attest:					
JENNIFER M. OH , CITY CLERK	(SEAL)				
Approved as to Form:					
MICHAEL D. CIRULLO, JR. CITY ATTORNEY					
STATE OF FLORIDA COUNTY OF BROWARD					
, 201	was acknowledged before me this day of 9 by GLENN TROAST as Mayor and JENNIFER M. OH as				
City Clerk of the City of Lighthous municipal corporation, who is person	e Point, Florida, a municipal corporation, on behalf of the				
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA				
	(Name of Acknowledger Typed, Printed or Stamped)				
	Commission Number				



City of Lighthouse Point, Florida

e-mail: cschramm@lighthousepoint.com

2200 N.E. 38th Street, Lighthouse Point, Florida 33064 Website: www.lighthousepoint.com

Phone: 954-946-7386 954-946-7932

November 4, 2018

City of Pompano Beach

Mr. Anthony Alhashemi City of Pompano Beach, Engineering 1201 NE 5th Avenue Pompano Beach, FL 33060

Dear Mr. Alhashemi,

The City of Lighthouse Point is proposing to perform maintenance dredging in various canals within the City. We propose to use the Florida Inland Navigation District (FIND) property known as MSA-726 / Exchange Club Park as a transfer site to unload the hopper barge and temporarily store the dredged materials prior to haul out for permanent disposal. FIND has agreed in principle to this use. MSA-726 falls within the City of Pompano Beach's municipal boundary with direct access to the Intracoastal Waterway. To ensure that the land is left in an equal or better state when the project is completed the City of Lighthouse Point is submitting the attached Sediment Containment and Mitigation Plan as well as a Spoil Plan from our contractor, Brance Diversified, describing the sediment handling for the site.

Details for this project are as follows:

- Estimate of material to be removed/transported: 10,000 cubic yards.
- Contractor production estimate: 300 cubic yards per day.
- Estimated unloading schedule: three times per week.
- Project start date: estimated early January, 2019.
- Project duration: 90 days, weather permitting.
- Final haul out and site restoration/soil testing to be completed within 60 days of dredge operations completion.

Attachments are the following:

- Dredged Materials Management and Remediation plan detailing the materials storage, stormwater management, pre and post materials storage site soil testing.
- Spoil Plan from Brance Diversified, Inc.
- Sub-Lease Agreement between City of Pompano Beach and the City of Lighthouse Point specifying the terms of use of the land. (Pending approval)
- City of Lighthouse Point maintenance areas.

The City of Lighthouse Point proposes to close the property to the public during the transfer and hauling process to ensure public safety, re-opening after restoration is complete. Lighthouse Point will be the primary source point for public information, maintenance of traffic and any public involvement during the project. We will handle all phone calls and inquiries. We will supply the City of Pompano Beach with a primary point of contact and copy the City of Pompano Beach on all public notifications.

Additionally, the City of Pompano Beach and the City of Lighthouse Point have an active Interlocal Agreement requiring the City of Lighthouse Point to perform daily maintenance and housekeeping at the beach area, bathrooms, parking lot, and grassy areas at the East side of the property. Although the site will be closed during the project with signs posted on the front gate and on the beach, these activities will continue without pause for the duration of the project. We anticipate some continued use by boaters and those who arrive via the waterfront and beach or "raft up". These users generally leave garbage which will be collected daily. The bathrooms may be locked/unlocked daily for worker use, but closed to the public. The grassy areas of the beach and beyond the parking lot will continue to be maintained. During haul out Best Management Practices will be employed to minimize roadway tracking on NE 24th St. The area will be inspected daily and cleaned if necessary.

Please consider this plan for use of MSA-726 /Exchange Club Park as a spoils transfer area by the City of Lighthouse Point and let me know of any additional information needed.

Sincerely,

Charles Schramm
Public Works Director
City of Lighthouse Point

City of Lighthouse Point
Canal Maintenance Dredge Project
Florida Inland Navigation District (FIND) MSA-726
Disposal Site Sediment Containment and Mitigation Plan
JJGA File: #16-1352

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The City of Lighthouse Point must conduct maintenance dredging of sections of various residential canals within the City limits. Those canals are:

- Coral Key Waterway
- Kingfisher Waterway
- N. Grand Waterway
- Pelican Waterway
- Ibis Waterway
- Canale della Paula
- Egret Waterway
- Canale della Torre
- Canale della Chiesa
- Alamanda Waterway
- Flamingo Waterway

Sediment samples were collected from several locations in the upper 12 to 18 inches of the four canals that showed elevated levels of regulated constituents in many of the sediments that are proposed to be dredged. The sediments were tested for the following constituents:

Target Constituents:

- Volatile Organic Compounds (EPA Method 8260),
- Organochlorine Pesticides and Polychlorinated Biphenyls (EPA Method 8081/8082),
- Chlorinated Herbicides (EPA Method 8151),
- Polynuclear Aromatic Hydrocarbons (PAH)(EPA Method 8270),
- Total Recoverable Petroleum Hydrocarbons (TRPH)(FL-PRO Method),
- Priority Pollutant Metals (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn)(EPA Method 6010)

A summary of the results of the previous testing are included as Appendix 1 to this document.

As part of the dredging operation the City of Lighthouse point has requested temporary use of a Florida Inland Navigation District (FIND) dredge spoil disposal site located on the Atlantic Intracoastal Waterway at the terminus of NE 27th Terrace between NE 24th Street and NE 23rd Place in the City of Pompano Beach, Florida. The name of the site is Exchange Club Park and also known to FIND as MSA-726. The approximate center latitude and longitude of this area is 26.260495° North by -80.091154° West.

Based on the results of the sediment analyses, the City of Lighthouse Point and FIND have discussed various methods to reduce the potential for impact on the FIND sediment disposal site. The methods proposed by the City of Lighthouse Point to minimize the potential for negative impact to the FIND sediment disposal site include a multi-layered approach that includes: pre-project soil testing at the disposal site, shortened storage time for dredge spoil that is placed at the FIND sediment disposal location (MSA-726) and removal of up to a foot of native soil from the FIND disposal site on an "as needed" basis following completion of the project. Post project native soil testing will be conducted at the disposal site to define post project concentrations of the targeted constituents in the upper 1 foot of the soil.

Erosion Protection and Stormwater Management:

Erosion protection and stormwater management for the site will be accomplished using the existing earthen berms as a primary containment and protection measure. To further aid in the elimination of offsite discharges, the project will employ floating turbidity curtains that will be deployed around the barge during off-loading operations and removed to the shoreline between off-loading of the barge. If



March 26, 2018

Page **2** of **2**

the turbidity within the curtain is greater than 29 Nephelometric Turbidity Units (NTUs) above ambient readings then the curtain will remain until the reading fall to below 29 NTUs above ambient. On the uplands a combination of the existing earthen berm, silt fence, hay/straw bales, grassing items (temporary and permanent), stabilized truck ingress/egress and sediment traps as may be necessary to protect adjacent areas from offsite sediment or silt. All erosion control features installed as part of this project, except the stabilized truck ingress/egress area, will be removed following the completion of the project.

DISPOSAL SITE SOIL TESTING:

This element of the mitigation plan is included to define the existing conditions in the soils at the FIND disposal site and will include two components:

- 1. Soil testing before dredge spoil placement at the site, and
- 2. Soil testing following removal of the dredge spoil

The pre-project testing will provide the baseline of soil conditions that exist at the Exchange Club Park (MSA-726) site before the current project places any sediment on the site. These concentrations must be met following the removal of the City of Lighthouse Point sediment from Exchange Club Park and will be used to provide a target concentration for post project evaluations. The samples will be collected in the upper 12 inches of the soil surface and analyzed for the components listed above. Soils in the upper 12 inches with levels that exceed the pre-project condition following removal of the City of Lighthouse Point sediments will be removed for suitable disposal by the City of Lighthouse Point dredge contractor. The removal of existing FIND site surface soils will not exceed the upper 1 foot of soil within the limits of the City of Lighthouse Point sediment storage area.

DURATION OF SEDIMENT STORAGE:

The City of Lighthouse Point will limit the duration of time that the dredged spoil will be stored at the FIND sediment disposal site to 30 days as measured from the date of deposition to the date of removal. The overall time that the FIND sediment disposal site is needed may exceed the 30 day time period, but the time that deposited material will inhabit the FIND site will be limited to 30 days. Individual dredge material piles will be sequenced for removal based on the outlying 30 day time limit for residence at the Exchange Club Park (MSA-726) site.





Spoil Transport Plan for MSA-726 / Exchange Club Park

Lighthouse Point Municipal Dredging Project

Brance Diversified, Inc. (BDI) will begin by constructing a 5' berm using material from the site to contain any run off from the material that will be placed within the center of the spoil site. On the outside of the berm, BDI will install silt fence for further erosion and sediment control. BDI will also maintain silt fence within the entire work perimeter. BDI has and always will use the best management practice for erosion and sediment control. The shoreline will have a Type 3 turbidity curtain that will coincide and work with the barge that will come up to the shoreline to off-load material. The material will be offloaded with a long reach excavator and placed on the upland hill and then relocated with a loader to the center of MSA-726. The material will be stacked up to where it can be dewatered, rotated, and then spread out to dry before being hauled for final disposal. BDI will take every precaution to ensure the material does not stay on the property any longer than thirty days. BDI will monitor to see if there is any odor coming from the dredged material. If any material comes to the spoil site with a noticeable odor, BDI will immediately take action to expedite trucking of that material off the site. The hours of trucking will be from 8:00am to 5:00pm to minimize the impact to homeowners going to and coming from their residences. When trucking is complete, BDI will clean the entrance and the street of any miscellaneous material that has tracked from the temporary site to the final disposal site by using a broom tractor. BDI assures the City of Lighthouse Point that we have worked very closely with FIND and have multiple contracts with FIND building DMMAs and utilizing the FIND's DMMA sites for dredging projects.

