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## South Florida Water Management District

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### GOVERNING BOARD MONTHLY MEETING AGENDA

July 14, 2022

9:00 AM

District Headquarters - B-1 Auditorium  
3301 Gun Club Road  
West Palm Beach, FL 33406

FINAL

1. Call to Order - Scott Wagner, Vice Chairman, Governing Board
2. Pledge of Allegiance
3. Employee Recognitions  
July Employee of the Month: Lenora Cilli, Administrative Assistant  
July Team of the Month: Loxahatchee River Watershed Restoration Project Water Protection Rulemaking Team  
25-Year Service Award: Michael Millares, Principal Mechanical/Structural Engineer  
35-Year Service Award: Joseph Albers, Principal Engineer (Retired)
4. Agenda Revisions
5. Agenda Item Abstentions by Board Members
6. Consider Approval of the Minutes for the June 9th Monthly Meeting and the June 28th Special Meeting
7. Audit & Finance Committee Report - Jay Steinle, Chairman
8. Big Cypress Basin Board Report - Charlette Roman, Chair
9. Executive Director's Report - Drew Bartlett

10. General Public Comment
11. Board Comment
12. Move Consent Agenda Items to Discussion Agenda
13. Public Comment on Consent Agenda Items
14. Board Vote on Consent Agenda

## **Consent Agenda**

15. Release of Reservations (Staff contact, Stephen M. Collins)

### **Agenda Item Background:**

The District has certain reserved rights to construct canal right of ways. Applications requesting release of these reservations are received as they constitute a defect on title which must be resolved prior to a property sale, especially when financing is involved. Applications are reviewed to determine if there is a present or future need for the canal reservations. If it has been determined there is no present or future need, staff recommend that the reservations are released for payment of a value equal to one percent of the appraised value of the land on the Property Appraiser's website in the County where the property is located. It has been determined that there is no present or future need for the reservations listed below.

### **Staff Recommendation:**

Staff recommends approval of the following:

#### **Broward County**

Release District canal reservations for Woodmont Country Club, Inc, (File No. 18905) for 2.0 +/- acres; release value of \$3,604.60 has been paid.

#### **Palm Beach County**

Release District canal reservations for WH Cleary, LLC, (File No. 18899) for 0.16 +/- acres; release value of \$467.78 has been paid.

### **Recommended Action:**

**Resolution No. 2022 - 0701 Release District canal reservations.**

[Maps](#)

[Memo Exhibit A](#)

[Resolution No. 2022-0701](#)

[Resolution Exhibit A](#)

16. Contract Amendment with Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. Land Management Services (Staff contact, Stephen M. Collins)

### **Agenda Item Background:**

The District requests amending the contract with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. for public use and resource management

services. This contract covers 26,875 acres in the CREW Management Area for an additional three-year period in an amount not to exceed \$477,816. The services provided under this contract by the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. have been instrumental in providing the public with high quality nature-based recreation and environmental education programs on the CREW Management Area. Services provided under this contract include organizing and leading interpretive hikes and field trips, maintaining hiking trails and informational signage, providing outreach activities to the general public and school groups, assisting District staff in performing exotic plant control activities, managing volunteer activities to provide land management and public use functions, maintaining public use kiosks and developing interpretive materials for trailheads, performing public use facility inspections, collecting and reporting public use data, and providing special outdoor events highlighting the ecological and hydrological importance of the management area.

**Recommended Action:**

**Resolution No. 2022 - 0702 Authorize an amendment with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc., extending the contract by three years to continue to provide public use and resource management services on the CREW Management Area, in an amount not to exceed \$477,816 for a total revised contract amount not to exceed \$1,651,992 subject to Governing Board approval of future years budgets. (Contract No. 4600003156-A05)**

[Resolution No. 2022-0702](#)

17. Exchange Agreement with Corporate Coaches, Inc., C-11 South New River Canal, Broward County (Staff contact, Stephen M. Collins)

**Agenda Item Background:**

Staff is seeking Governing Board approval to enter into an Exchange Agreement with Corporate Coaches, Inc. The District operates and maintains the C-11 South New River Canal. The District will acquire an access easement containing 0.038 acre, more or less, that provides additional access to the canal, in exchange for the District's release and termination of certain easement interests containing 0.29 acre, more or less. The Exchange Agreement provides for a payment to the District of \$83,000.

**Recommended Action:**

**Resolution No. 2022 - 0703 Approve declaring surplus for exchange easement land interests containing 0.29 acre, more or less, and the District's release and termination of the easement land interests containing 0.29 acre, more or less, in exchange for the acquisition of an access easement land interest containing 0.038 acre, more or less, for additional access to the District's C-11 South New River Canal all in Broward County, together with the payment of \$83,000 to the District.**

[Resolution No. 2022-0703](#)

[Map](#)

18. Contract Amendment with Florida Fish and Wildlife Conservation Commission, Land Management Services Agreement (Staff contact, Stephen M. Collins)

**Agenda Item Background:**

The District requests amending a contract with the Florida Fish and Wildlife Conservation Commission (“FWC”) for public use and land management services on District managed lands. The amendment extends the agreement for an additional three-year period in an amount not to exceed \$657,000. Cooperative agreements with FWC have been executed since 1991 to provide cost-effective public use and land management support on District managed lands and have reduced the need for additional staffing within the Land Stewardship Section.

The current agreement funds the salaries and operational expenses of three full-time wildlife biologists whose services are directed towards managing public use activities and performing land management functions on the Dupuis and CREW Wildlife and Environmental Areas. These positions are responsible for establishing and administering public use programs including hunting activities, developing area specific public use regulations, assisting with land management activities such as prescribed burning and habitat restoration, and providing wildlife management services on District lands for listed and non-listed wildlife species. In addition to securing the services of three biologists, this agreement also provides funding for the operation of hunter check stations and the administration of managed public waterfowl hunts on STA 1W, STA 2, STA 3/4 and STA 5/6, in coordination with the District, and for assisting in the management of public recreation on an additional 166,180 acres of District property established by FWC as public hunting areas. Approval of this amendment A07 will extend and provide funding for an additional three-year period.

**Recommended Action:**

**Resolution No. 2022 - 0704 Authorize an amendment with the Florida Fish and Wildlife Conservation Commission extending the term of the contract by three years to continue to provide public use and land management services on District lands, in an amount not to exceed \$657,000, for a total revised contract amount not to exceed \$4,853,801, subject to Governing Board approval of future years budgets; subject to terms and conditions. (Contract No. 4900000961-A07)**

[Resolution No. 2022-0704](#)

- 19. Enhanced Law Enforcement Patrol on District Lands (Staff contact, Stephen M. Collins)

**Agenda Item Background:**

In 1999, the District entered into a 25-year cooperative agreement with the FWC to patrol and provide law enforcement services on District lands. The purpose of these patrols is to enforce Rule 40E-7, Florida Administrative Code, which is the District’s Public Use Rule, and State and Federal rules and regulations pertaining to resource protection, access, and public use on District lands. These patrols have been effective in addressing and preventing illegal activities such as target shooting, dumping, unauthorized vehicle use, illegal taking of wildlife, and vandalism on District property. The services provided under this agreement include providing law enforcement patrols and special details on District property. This amendment amends the contract term and provides funding for equipment and labor costs necessary to provide the requested law enforcement services on behalf of the District for the final 1-year period (Fiscal Year 2022-2023) of the current 25-year cooperative agreement in the amount of \$488,800.

**Recommended Action:**

**Resolution No. 2022 - 0705 Authorize an amendment with the Florida Fish and Wildlife Conservation Commission, to provide funding for a one-year period for additional law enforcement services on District lands, in an amount not to exceed \$488,800 for a total revised contract amount of \$14,309,997, subject to Governing Board approval of future years budgets. (Cooperative Agreement 4600003773-A15)**

[Resolution No. 2022-0705](#)  
[Map](#)

20. Request for Right of Way Occupancy Permit (Staff contact, Rich Virgil)

**Agenda Item Background:**

Florida Power & Light Company (Applicant) requests a Standard Right of Way Occupancy Permit Number 16420-R (ROW Permit) to install five aerial crossings over the L-15 Canal beginning approximately 0.4 miles north of the S-6 water control structure and extending northward approximately 3.4 miles. The aerial crossings will provide electric service for pumps and gates proposed within the District's STA-1W Expansion Project. For each crossing, a utility pole must be installed between the top of bank and the levee. Due to the required setback imposed by the U.S. Army Corps of Engineers (USACE) for poles installed near levees, each pole (5 in total) can only be installed at a location that lies within 40 feet of top of bank, which requires a waiver from District rules. If approved, the proposed work will not interfere with or adversely impact the District's routine or emergency operations, maintenance, or future construction activities.

**Recommended Action:**

**Approve issuance of Standard Right of Way Occupancy Permit 16420-R and the associated petition for waiver to allow five (5) utility poles to be installed within 40 feet of top of bank to serve the STA-1W Expansion Project (Application No. 220509-34345).**

[Backup Document](#)

21. Right of Way Mowing Contract for Various Canals and Levees, Miami Field Station Area of Responsibility, Miami-Dade County (Staff contact, Rich Virgil)

**Agenda Item Background:**

Maintenance of District lands and rights of way is required to ensure that vegetation is controlled at the appropriate height to provide for optimal performance and operational efficiency of the District's flood control system. This project, for the Miami Field Station area of responsibility, provides for the annual right of way mowing of approximately 5,535 acres of canal and levee rights of way in Miami-Dade County.

**Recommended Action:**

**Resolution No. 2022 - 0706 Authorize entering into a 3-year contract with two 1-year renewal options with Lott Agri Services, LLC, the lowest responsive and responsible bidder, for the right of way mowing services of various canals and levees in Miami-Dade County in an amount not to exceed \$1,126,373 for which \$75,092 in Ad Valorem funds is budgeted and the remainder is subject to**

**Governing Board approval of future years budgets. (Contract No. 4600004603)**

[Resolution No. 2022-0706](#)

[Backup Document](#)

22. Contract with The Administrators of Tulane Educational Fund to Develop and Apply a Detailed Three-Dimensional Water Quality Model for Biscayne Bay, Miami-Dade County (Staff contact, Jennifer Reynolds)

**Agenda Item Background:**

The District partnered with The Administrators of Tulane Educational Fund (Tulane University) to apply for a Florida Department of Environmental Protection (DEP) funded grant to develop and apply a three-dimensional water quality model for Biscayne Bay. The project, a second phase of our Biscayne Bay models development series, was approved for implementation, with the District as the grant recipient, and Tulane University as the prime investigator and as a sub-awardee. The grant provides funding to build a water quality modeling tool for the District, Miami-Dade County, and DEP, coupled with a previously developed three-dimensional hydrodynamic model. In addition to salinity, temperature, suspended sediment, phosphorus and nitrogen, various standard water quality processes will be modeled. Once calibrated and validated, these models will be applied to perform modeling scenarios to quantitatively address water management questions in and around Biscayne Bay.

**Recommended Action:**

**Resolution No. 2022 - 0707 Authorize entering into a two-year contract with The Administrators of the Tulane Educational Fund, for developing and applying a detailed three-dimensional (3D) water quality model for Biscayne Bay, in an amount not to exceed \$500,000, for which dedicated funds (General Revenue or Land Acquisition Trust Fund), through a reimbursement grant agreement with the Florida Department of Environmental Protection, are budgeted. (Contract No. 4600004596)**

[Resolution No. 2022-0707](#)

[Backup Document](#)

23. LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, Glades County (Staff contact, Alan Shirkey)

**Agenda Item Background:**

As part of the District's ongoing Operations and Maintenance Capital Improvement Program, the existing LD-1 Canal is in need of critical reconstruction. The LD-1 canal has water flowing in both directions which provides water supply and flood control. For the past several years, the canal banks were scoured and eroded during onslaughts of hurricanes, resulting in loss of the canal bank material into the canal. The eroded canal banks that will be repaired bounds the south side of Uncle Joe's Fish Camp. The levee road is currently narrow and limited by an adjacent ditch and has limited the safe passage of District vehicles to provide maintenance of the canal area. The construction contract will include repair and stabilization of the north and south banks with rubble riprap, dredging and reconstruction of a drainage ditch. The hauling of materials will occur before the USACE contractor repaves the CR720 to minimize road repair costs.

The lowest responsive and responsible bidder is recommended for award. In accordance with District policy and consistent with state law for Request for Bids procurements, this item was competitively bid through a sealed bid process.

**Recommended Action:**

**Resolution No. 2022 - 0708 Authorize entering into a contract with Interlaken, Inc., the lowest responsive and responsible bidder, for the LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, in the amount of 2,966,010.14, for which \$245,000 in Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004621)**

[Resolution No. 2022-0708](#)

[Bid Tab Form](#)

[Backup Document](#)

24. L-8 FEB G-539 Butterfly Valve Replacement Project, Palm Beach County (Staff contact, Alan Shirkey)

**Agenda Item Background:**

As part of the Operations and Maintenance Capital Improvement Program, the L-8 FEB G-539 Butterfly Valve Replacement Project requires the removal of six motorized butterfly valves and replacement with six flap gates inside the G-539 outflow pump station. The six flap gates will be provided by the District to the Contractor for installation. The G-539 is a two-stage pump station with six submersible electric pumps and has a design maximum flow rate of 450 cubic feet per second. The project includes the removal of the butterfly valves due to operations and maintenance issues with the valves.

**Recommended Action:**

**Resolution No. 2022 - 0709 Authorize entering into a 202-day contract with Loren Jock Trucking, Inc., the lowest responsive and responsible bidder, for the L-8 FEB G-539 Butterfly Valve Replacement Project, in the amount of \$1,252,500 for which \$50,000 in Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004623)**

[Resolution No. 2022-0709](#)

[Backup Document](#)

25. Structure Inspection Program, Underwater Inspection and Specialized Underwater Repair Contracts (Staff contact, Alan Shirkey)

**Agenda Item Background:**

As part of the District's core missions of flood control, water supply, water quality and ecosystem restoration, the Structure Inspection Program contracts provide control structure and pump station inspection and underwater repair. Longevity and reliable operation of District infrastructure is supported by performing these inspections and repair activities.

The purpose of the SIP Underwater Inspection and Specialized Underwater Repair contracts is to meet the demand for underwater activities that is beyond the capability of internal resources. The contracts will be for a 3-year period with two 1-year renewal

options.

**Recommended Action:**

**Resolution No. 2022 - 0710 Authorize the official ranking of firms and enter into a 3-year contract with two 1-year extension options, subject to successful negotiations, to provide underwater inspections and specialized underwater repairs for the District's Structure Inspection Program, in an amount not to exceed \$15,000,000 for all four contracts, subject to Governing Board approval of future years budgets; if negotiations are unsuccessful with any of the firms, the District may proceed with negotiations in ranked order until a contract is successfully negotiated.**

<b>Firm Name</b>	<b>Contract No.</b>
Underwater Engineering Services, Inc.	4600004615
Tetra Tech, Inc.	4600004614
Callaway Marine Technologies, Inc.	4600004616
In Depth, Inc.	4600004617

[Resolution No. 2022-0710  
Backup Document](#)

26. Ratification of Amended Article XIV Wages of the Collective Bargaining Agreement (Staff contact, Jennifer Smith)

**Agenda Item Background:**

The Collective Bargaining Agreement in effect between the District and the International Union of Operating Engineers (IUOE) provides that the District will reopen and discuss with the IUOE Article XIV Wages on October 1, 2022. The purpose of the Wages Article reopener is to discuss additional one-time general increases for Bargaining Unit Members.

The District and the IUOE by mutual agreement elected to conduct negotiations pursuant to the reopener in advance of October 1 and have concluded those negotiations. Consistent with what the District will provide to Non-Bargaining Unit Member employees, the District will provide a one-time 5.38% pay increase to Bargaining Unit Members. The IUOE has agreed to accept a 5.38 % pay increase for Bargaining Unit members in complete satisfaction of the Article XIV Wages reopener.

The District amended the Wages article to reflect the outcome of these negotiations. To become effective, the Bargaining Unit Members and the District Governing Board must ratify the amended Article XIV Wages. Upon ratification, the District and the IUOE will substitute the amended Article for existing Article XIV Wages and include it in the Collective Bargaining Agreement.

**Recommended Action:**

**Resolution No. 2022 - 0711 Ratify Amendment to the Wages Article of the Collective Bargaining Agreement between the International Union of Operating Engineers and the District.**

[Resolution No. 2022-0711  
Article XIV Wages](#)

Memorandum of Understanding  
Collective Bargaining Agreement

**Technical Reports**

- 27. Water Conditions Report - John P. Mitnik
- 28. Ecological Conditions Report - Lawrence Glenn

**Discussion Agenda**

- 29. Tentatively Selected Plan for the Western Everglades Restoration Project (Staff contact, Jennifer Leeds)

**Agenda Item Background:**

The Western Everglades Restoration Project (WERP) Tentatively Selected Plan (TSP) proposes to use a series of active and passive water management features and water quality features to reestablish sheetflow into Big Cypress National Preserve (BCNP) and WCA-3A. The TSP will maintain existing levels of flood protection and ensure that inflows to the North and West Feeder canals meet applicable water quality standards. Two Stormwater Treatment Areas (STAs) totaling approximately 7,500 acres are included in the plan to treat water in the Feeder Canal Basin prior to flowing downstream. Approximately 25 miles of canals will be backfilled, 15 miles of levees degraded, and multiple water-control structures, culverts, and weirs will improve conveyance. The TSP will reestablish ecological connectivity of wetland and upland habitats in BCNP and WCA3A with restored freshwater flow paths, seasonal hydroperiods, and historic distributions of sheetflow. Low nutrient conditions to reestablish and sustain native flora and fauna will also be restored. Re-establishing the hydrology will reduce wildfires that damage the underlying geomorphic condition of the western Everglades and will promote system-wide resilience considering future change, such as sea level rise and climate change.

Planning efforts were initiated in August 2016, under USACE's planning paradigm to develop a final plan, known as the Project Implementation Report and Environmental Impact Statement (PIR/EIS), for Congressional authorization. District staff requests Governing Board support on the proposed TSP for the WERP. Once the TSP is approved, the draft PIR/EIS will be released in September for agency and public review. The final PIR/EIS will be available for review in August 2023 followed by completion of the Chief's Report and submittal to Congress for authorization in the federal Water Resources Development Act of 2024.

- 30. Change Order Adding a Graded Filter to the C-640 Canal, Palm Beach County (Staff contact, Alan Shirkey)

**Agenda Item Background:**

As part of the Central Everglades Planning Project (CEPP), the EAA A-2 Stormwater Treatment Area project will build approximately 6,500 acres of Stormwater Treatment Area (STA) including embankments, canals, pump stations, and control structures. This project, together with the currently under construction Inflow / Outflow Canal

Project, completes the EAA STA, advanced to expedite construction of the overall EAA Reservoir Project. The Project will reduce the volume of damaging discharges from Lake Okeechobee to the coastal estuaries for flood protection purposes and provide storage, treatment and conveyance for an average of 370,000 acre-feet of additional water to the Southern Everglades each year.

The USACE requested that the District widen, deepen and install a graded filter within the C-640 Canal. The C-640 is the STA's inflow canal located on its eastern boundary and will also perform as the Reservoir's seepage canal. The graded filter is a required Reservoir design feature intended to prevent backward erosion piping. Building the filter now prevents the STA cells from having to be taken offline during the construction of the Reservoir project. This change involves clearing, grubbing and de-mucking a stockpile area; refurbishing existing haul roads to facilitate material delivery; re-leveling a previously blasted area then drilling, blasting and excavating the C-640 Canal to the new design grades; and installing the graded filter along the canal bottom and eastern side slope of the C-640 Canal.

**Recommended Action:**

**Resolution No. 2022 - 0712 Authorize a change order to a contract with Phillips & Jordan, Inc. to add a graded filter along the C-640 Canal, a required A2 Reservoir feature, in the amount of \$84,987,751.30, for which \$8,000,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject Governing Board approval of future years budgets. (Contract No. 4600004380)**

[Resolution No. 2022-0712](#)

[Backup Document](#)

31. Fiscal Year 2022-2023 Proposed Tentative Budget and Submission of Proposed Millage Rates (Staff contact, Candida Heater)

**Agenda Item Background:**

Pursuant to Section 373.536, Florida Statutes, the District shall, on or before July 15 of each year, submit for consideration by the Governing Board a tentative budget.

Pursuant to Section 200.065, Florida Statutes, the District shall, on or before August 4 of each year, advise each county property appraiser within the boundaries of the District of its proposed millage rates for inclusion in the notice of proposed property taxes.

**Recommended Action:**

**Resolution No. 2022 - 0713 Consider the Fiscal Year 2022-2023 proposed tentative budget update and authorize submittal of the Fiscal Year 2022-2023 proposed millage rates at the rolled-back millage rates to county property appraisers for inclusion in the notice of proposed property taxes.**

[Resolution No. 2022-0713](#)

32. Monthly Financial Report - Candida Heater
33. General Counsel's Report - Julia Lomonico, Interim General Counsel

34. General Public Comment
35. Board Comment
36. Adjourn

### **Public Comment Procedure**

The South Florida Water Management District Governing Board encourages the public to provide comment and input to the Governing Board. Public comment is accepted at the two dedicated General Public Comment periods at the beginning and the end of the meeting. Public comment is also accepted on the Consent Agenda and each Discussion Agenda item.

Draft presentations for Agenda items 27, 28, 29, 30, and 31.

#### **Agenda Item Background:**

[27 Mitnik Water Conditions Report](#)

[28 Glenn EcoCond Report](#)

[29 Leeds WERP](#)

[30 Shirkey EAA A2 STA C640](#)

[31 Heater FY2022-2023 Proposed Tentative Budget & Millage](#)

## MEMORANDUM

**TO:** Governing Board Members  
**FROM:** Stephen M. Collins, Real Estate & Land Management  
**DATE:** July 14, 2022  
**SUBJECT:** Release of Reservations

### **Agenda Item Background:**

The District has certain reserved rights to construct canal right of ways. Applications requesting release of these reservations are received as they constitute a defect on title which must be resolved prior to a property sale, especially when financing is involved. Applications are reviewed to determine if there is a present or future need for the canal reservations. If it has been determined there is no present or future need, staff recommend that the reservations are released for payment of a value equal to one percent of the appraised value of the land on the Property Appraiser's website in the County where the property is located. It has been determined that there is no present or future need for the reservations listed below.

### **Staff Recommendation:**

Staff recommends approval of the following:

#### **Broward County**

Release District canal reservations for Woodmont Country Club, Inc, (File No. 18905) for 2.0 +/- acres; release value of \$3,604.60 has been paid.

#### **Palm Beach County**

Release District canal reservations for WH Cleary, LLC, (File No. 18899) for 0.16 +/- acres; release value of \$467.78 has been paid.

### **Core Mission and Strategic Priorities:**

See Memorandum Exhibit "A" and maps attached hereto and made a part hereof, which contain the details and locations of the release to be issued.

Pursuant to Section 373.096 of the Florida Statutes, the Governing Board of the District may release any reservation for which it has no present or apparent use under terms and conditions determined by the Board.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Stephen M. Collins, smcollins@sfwmd.gov, 561-682-2959

### **ATTACHMENTS:**

[Maps](#)

Memo Exhibit A

Resolution No. 2022-0701

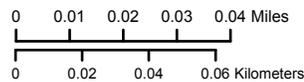
Resolution Exhibit A



18899



South Florida Water Management District  
 3301 Gun Club Road, West Palm Beach, Florida 33406  
 561-686-8800; www.sfwmd.gov



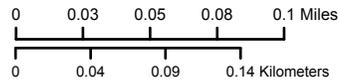
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18899



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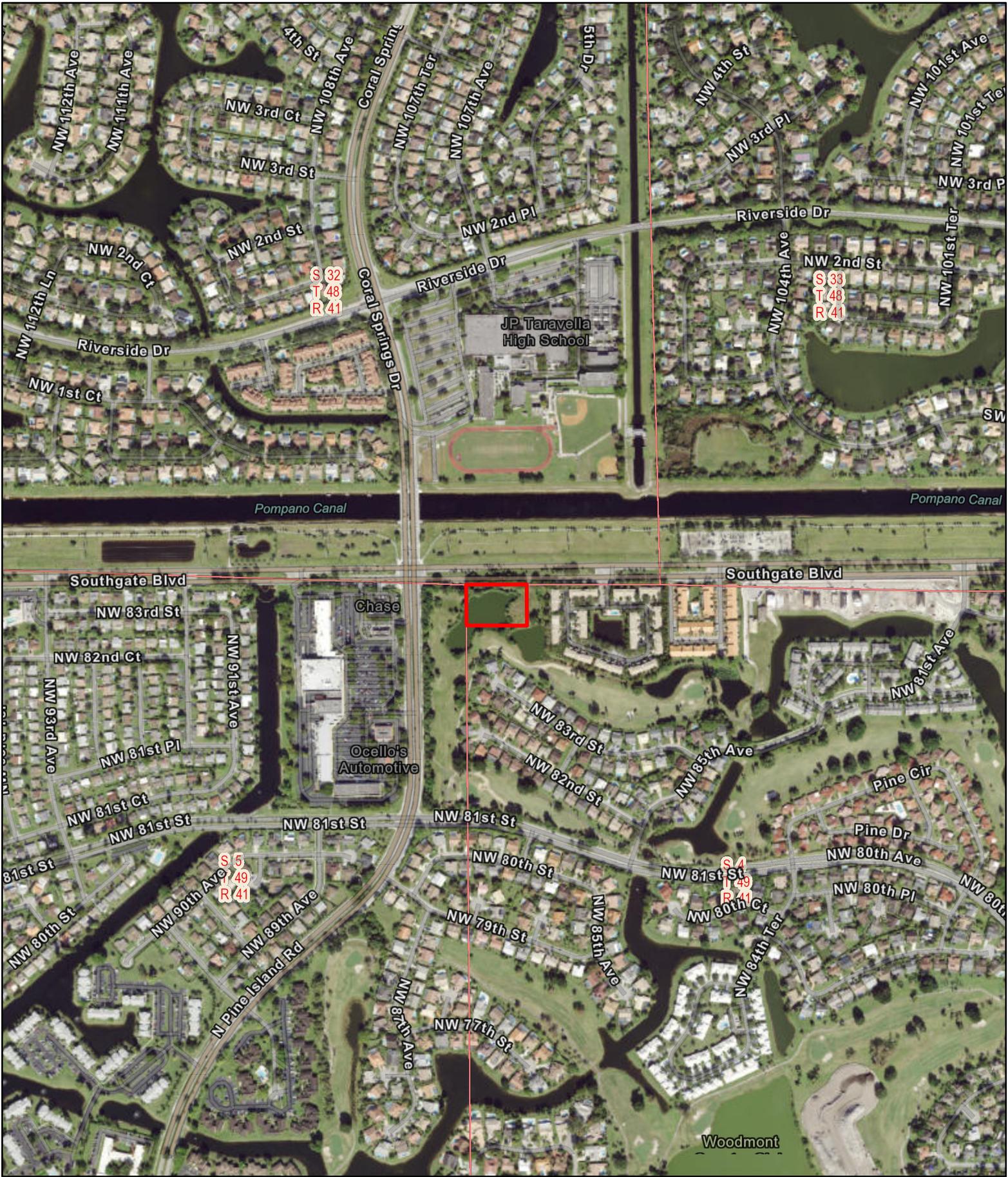
18905



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18905



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**MEMORANDUM – EXHIBIT “A”**

**Broward County**

File No: 18905  
Applicant: Woodmont Country Club, Inc., a Florida corporation  
Reserving Deeds: E-590 (DB 10-74, 8/12/1919)  
Application Fee Paid: \$250.00  
Release Value: \$3,604.60 (paid)  
Action: Release District canal reservations  
Acres: 2.00 acres, more or less  
Legal Description: A portion of Tract “A”, LAND SEC. 4 GOLF COURSE PLAT, PB 8820, and a portion of Lot 4, Section 4, FORT LAUDERDALE TRUCK FARMS SUBDIVISION, PB 4-31, Section 4, Township 49 South, Range 41 East SE corner of Southgate Blvd. and N. Pine Island Rd., Tamarac, Broward County  
Location: SE corner of Southgate Blvd. and N. Pine Island Rd., Tamarac, Broward County  
Reviewed By: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Office of Everglades Policy Coordination and South Broward Drainage District

**Palm Beach County**

File No: 18899  
Applicant: WH Cleary, LLC, a Delaware limited liability company  
Reserving Deeds: T-1824 (DB 299-198, 8/15/1925)  
Application Fee Paid: \$250.00  
Release Value: \$467.78 (paid)  
Action: Release District canal reservations  
Acres: 0.16 acres, more or less  
Legal Description: A portion of Lots 1 and 5, HEMSTREET PARK, PB 42-104, Section 33, Township 43 South, Range 42 East  
Location: 7040 and 7089 Hemstreet Place, West Palm Beach, Palm Beach County  
Reviewed By: No routing due to size and land use (additional road right of way for N. Cleary Road to be conveyed to Palm Beach County)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to release District canal reservations; providing an effective date.**

**WHEREAS**, the applicants have requested that the South Florida Water Management District release certain District canal reservations; and

**WHEREAS**, the District is empowered to grant such releases pursuant to Section 373.096, Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby approves the release of District canal reservations, as described in Resolution Exhibit "A" attached hereto and made a part hereof.

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 14th day of July, 2022.

**RESOLUTION – EXHIBIT “A”**

**Broward County**

File No: 18905  
Applicant: Woodmont Country Club, Inc., a Florida corporation  
Reserving Deeds: E-590 (DB 10-74, 8/12/1919)  
Application Fee Paid: \$250.00  
Release Value: \$3,604.60 (paid)  
Action: Release District canal reservations  
Acres: 2.00 acres, more or less  
Legal Description: A portion of Tract “A”, LAND SEC. 4 GOLF COURSE PLAT, PB 88 20, and a portion of Lot 4, Section 4, FORT LAUDERDALE TRUCK FARMS SUBDIVISION, PB 4-31, Section 4, Townships 49 South, Range 41 East  
Location: SE corner of Southgate Blvd and N. Pine Island Rd., Tamarac, Broward County

**Palm Beach County**

File No: 18899  
Applicant: WH Cleary, LLC, a Delaware limited liability company  
Reserving Deed: T-1824 (DB 299-198, 8/15/1925)  
Release Value: \$467.78 (paid)  
Action: Release District canal reservations  
Acres: 0.16 acres, more or less  
Legal Description: A portion of Lots 1 and 5, HEMSTREET PARK, PB 42-104, Section 33, Township 43 South, Range 42 East  
Location: 7040 and 7089 Hemstreet Place, West Palm Beach, Palm Beach County

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Stephen M. Collins, Real Estate & Land Management

**DATE:** July 14, 2022

**SUBJECT:** Contract Amendment with Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. Land Management Services

### **Agenda Item Background:**

The District requests amending the contract with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. for public use and resource management services.

This contract covers 26,875 acres in the CREW Management Area for an additional three-year period in an amount not to exceed \$477,816. The services provided under this contract by the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. have been instrumental in providing the public with high quality nature-based recreation and environmental education programs on the CREW Management Area. Services provided under this contract include organizing and leading interpretive hikes and field trips, maintaining hiking trails and informational signage, providing outreach activities to the general public and school groups, assisting District staff in performing exotic plant control activities, managing volunteer activities to provide land management and public use functions, maintaining public use kiosks and developing interpretive materials for trailheads, performing public use facility inspections, collecting and reporting public use data, and providing special outdoor events highlighting the ecological and hydrological importance of the management area.

### **Core Mission and Strategic Priorities:**

This Governing Board item supports the District's core mission and strategic goals by providing land management and public recreational services consistent with land management directives contained in Section 373.1391, F.S. The Land Resources Bureau is responsible for implementing this contract and managing public recreation on District lands.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Stephen Collins, [smcollins@sfwmd.gov](mailto:smcollins@sfwmd.gov), 561-682-2959

### **ATTACHMENTS:**

[Resolution No. 2022-0702](#)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc., extending the contract by three years to continue to provide public use and resource management services on the CREW Management Area, in an amount not to exceed \$477,816 for a total revised contract amount not to exceed \$1,651,992 subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600003156-A05)**

**WHEREAS**, the Governing Board of the South Florida Water Management District has determined that it is necessary, appropriate, and in the public interest to amend a contract with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. to extend the term by three years, in an amount not to exceed \$477,816 for a total revised contract amount not to exceed \$1,651,992 subject to Governing Board approval of the future years budgets. (Contract Number 4600003156-A05)

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1:** The Governing Board of the South Florida Water Management District hereby authorizes an amendment with the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Inc. in an amount not to exceed \$477,816 for a total revised contract amount not to exceed \$1,651,992 subject to Governing Board approval of future years budgets. (Contract No. 4600003156-A05)

**Section 2:** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Stephen M. Collins, Real Estate & Land Management

**DATE:** July 14, 2022

**SUBJECT:** Exchange Agreement with Corporate Coaches, Inc., C-11 South New River Canal, Broward County

### **Agenda Item Background:**

Staff is seeking Governing Board approval to enter into an Exchange Agreement with Corporate Coaches, Inc. The District operates and maintains the C-11 South New River Canal. The District will acquire an access easement containing 0.038 acre, more or less, that provides additional access to the canal, in exchange for the District's release and termination of certain easement interests containing 0.29 acre, more or less. The Exchange Agreement provides for a payment to the District of \$83,000.

### **Core Mission and Strategic Priorities:**

#### **Additional Item Background:**

The District operates and maintains the C-11 South New River Canal ("Canal") in Broward County. The District acquired certain easement interests encumbering lands adjacent to the Canal. It has been determined that there is no present or future need for the said easement interests. The District will enter into an Agreement for Exchange of Real Property Interests with Corporate Coaches, Inc. ("Exchange Agreement") whereby the District will acquire an access easement land interest containing 0.038 acre, more or less, (the "Easement"), the Easement provides additional access to the Canal, in exchange for the District's release and termination of easement land interests containing 0.29 acre, more or less, (the "Termination of Easements"), all as shown on Exhibit "A". In addition, the Exchange Agreement provides that Corporate Coaches must complete access road improvements to the District's satisfaction prior to the closing. The Exchange Agreement also provides for the payment to the District of \$83,000 representing the difference between the appraised values of \$95,000 for the Termination of Easements and \$12,000 for the Easement.

### **Core Mission and Strategic Priorities:**

The C-11 South New River Canal is operated and maintained as part of the District's flood control mission. The additional access provided will enhance the District's ability to properly maintain the Canal as part of the regional water management system.

### **Funding Source:**

Not applicable. The District will receive \$83,000. All costs of the transaction and all closing costs will be paid by Corporate Coaches, Inc.

### **Staff Contact and/or Presenter:**

Stephen M. Collins, smcollins@sfwmd.gov, 561-682-2959

**ATTACHMENTS:**

Resolution No. 2022-0703

Map

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District approving declaring surplus for exchange easement land interests containing 0.29 acre, more or less, and the District's release and termination of the easement land interests containing 0.29 acre, more or less, in exchange for the acquisition of an access easement land interest containing 0.038 acre, more or less, for additional access to the District's C-11 South New River Canal all in Broward County, together with the payment of \$83,000 to the District; providing an effective date.**

**WHEREAS**, the South Florida Water Management District operates and maintains the C-11 South New River Canal ("Canal") in Broward County; and

**WHEREAS**, the District acquired certain easement interests encumbering lands adjacent to the Canal; and

**WHEREAS**, the District desires to enter into an Agreement for Exchange of Real Property Interests with Corporate Coaches, Inc. ("Exchange Agreement") whereby the District will acquire an access easement land interest containing 0.038 acre, more or less, (the "Easement"), which Easement provides additional access to the Canal, in exchange for the District's release and termination of easement land interests containing 0.29 acre, more or less, (the "Termination of Easements"), all as shown on Exhibit "A"; and

**WHEREAS**, as the Termination of Easements have an appraised value of \$95,000 and the Easement has an appraised value of \$12,000, the Exchange Agreement additionally provides that the District will be paid cash consideration of \$83,000; and

**WHEREAS**, the Governing Board has determined that the ownership of the easement interests containing 0.29 acre, more or less, is not required by the District for present or future use; and

**WHEREAS**, the District is authorized to exchange lands, or interests or rights in lands, pursuant to Section 373.089, Florida Statutes; and

**WHEREAS**, the District is empowered to grant releases of easements pursuant to Section 373.096, Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1:** The Governing Board of the South Florida Water Management District hereby approves declaring surplus for exchange easement land interests containing 0.29 acre, more or less, and the District's release and termination

of the easement land interests containing 0.29 acre, more or less, (the "Termination of Easements"), in exchange for the acquisition of an access easement land interest containing 0.038 acre, more or less, for additional access to the District's C-11 South New River Canal in Broward County (the "Easement"), all as shown on Exhibit "A", together with the payment of \$83,000 to the District.

**Termination of Easements**

<b>Tract Nos.</b>	<b>Interest</b>	<b>Acres</b>	<b>Appraised Value</b>
05T2751 and 05T2752	Canal Easement	0.29	\$95,000

**Easement**

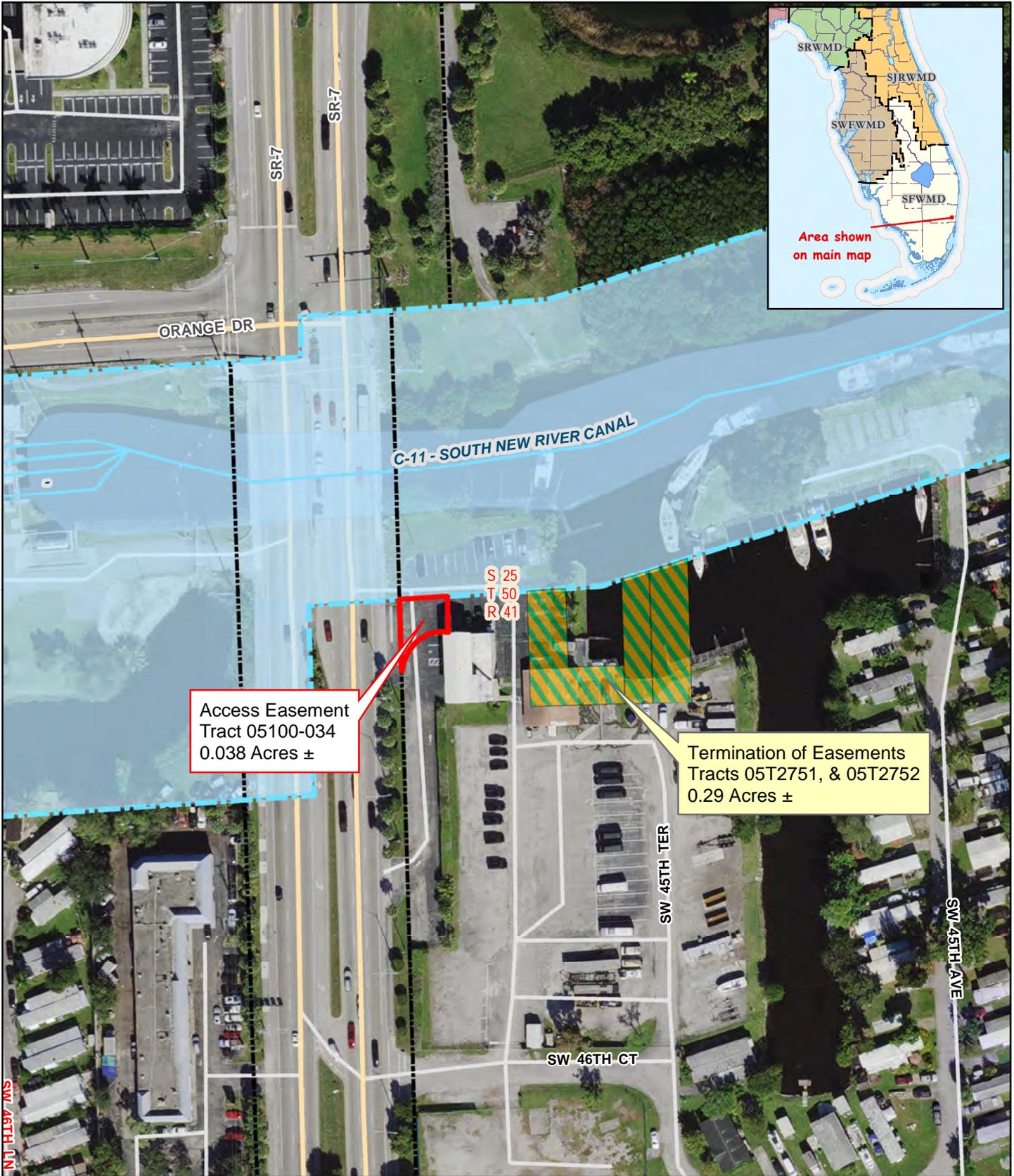
<b>Tract Nos.</b>	<b>Interest</b>	<b>Acres</b>	<b>Appraised Value</b>
05100-034	Access Easement	0.038	\$12,000

**Section 2.** Consistent with the requirements of Section 373.086, Florida Statutes, the Governing Board hereby determines that the ownership of the easement interests containing 0.29 acre, more or less, is not required by the District for present or future use and no longer needed for conservation purposes, and this Resolution was approved by the Governing Board by at least a two-thirds (2/3) vote.

**Section 3:** The Governing Board hereby authorizes the Chairman or Vice Chairman to execute the Exchange Agreement and the release and termination of easements instrument(s) required to consummate the transaction contemplated therein. The Governing Board hereby authorizes the Executive Director or the Executive Director's designee to make any determination in connection with the transaction and execute all other documents necessary to consummate this transaction.

**Section 4:** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 14<sup>th</sup> day of July, 2022.



Access Easement  
Tract 05100-034  
0.038 Acres ±

Termination of Easements  
Tracts 05T2751, & 05T2752  
0.29 Acres ±

S 25  
T 50  
R 41

## Exhibit "A" C-11 Exchange



0 0.0125 0.025 0.05 Miles



**IMPORTANT DISCLAIMER:**  
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property.

South Florida Water Management District  
3301 Gun Club Rd., West Palm Beach, Florida 33406  
(561) 686-8800; www.sfwmd.gov

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Stephen M. Collins, Real Estate & Land Management

**DATE:** July 14, 2022

**SUBJECT:** Contract Amendment with Florida Fish and Wildlife Conservation Commission, Land Management Services Agreement

### **Agenda Item Background:**

The District requests amending a contract with the Florida Fish and Wildlife Conservation Commission (“FWC”) for public use and land management services on District managed lands. The amendment extends the agreement for an additional three-year period in an amount not to exceed \$657,000. Cooperative agreements with FWC have been executed since 1991 to provide cost-effective public use and land management support on District managed lands and have reduced the need for additional staffing within the Land Stewardship Section.

The current agreement funds the salaries and operational expenses of three full-time wildlife biologists whose services are directed towards managing public use activities and performing land management functions on the Dupuis and CREW Wildlife and Environmental Areas.

These positions are responsible for establishing and administering public use programs including hunting activities, developing area specific public use regulations, assisting with land management activities such as prescribed burning and habitat restoration, and providing wildlife management services on District lands for listed and non-listed wildlife species. In addition to securing the services of three biologists, this agreement also provides funding for the operation of hunter check stations and the administration of managed public waterfowl hunts on STA 1W, STA 2, STA 3/4 and STA 5/6, in coordination with the District, and for assisting in the management of public recreation on an additional 166,180 acres of District property established by FWC as public hunting areas. Approval of this amendment A07 will extend and provide funding for an additional three-year period.

### **Core Mission and Strategic Priorities:**

This item will provide public use and land management support to ensure public recreational opportunities and District lands are managed appropriately and for the benefit of the public in accordance with Section 373.1391, F.S. The Land Resources Bureau is responsible for implementing this contract and managing lands acquired by the District for environmental resource and public recreation benefits.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Stephen Collins, smcollins@sfwmd.gov, 561-682-2959

### **ATTACHMENTS:**

Resolution No. 2022-0704

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment with the Florida Fish and Wildlife Conservation Commission extending the term of the contract by three years to continue to provide public use and land management services on District lands, in an amount not to exceed \$657,000, for a total revised contract amount not to exceed \$4,853,801, subject to Governing Board approval of future years budgets; subject to terms and conditions; providing an effective date. (Contract No. 4900000961-A07)**

**WHEREAS**, the Governing Board of the South Florida Water Management District has determined that it is necessary, appropriate, and in the public interest to amend a contract with the Florida Fish and Wildlife Conservation Commission to extend the term by three years with an amended expiration date of September 30, 2025, in an amount not to exceed \$657,000 for a total revised contract amount not to exceed \$4,853,801 subject to Governing Board approval of future years budgets. (Contract No. 4600000961-A07)

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes an amendment with the Florida Fish and Wildlife Conservation Commission in an amount not to exceed \$657,000 for a total revised contract amount not to exceed \$4,853,801. (Contract No. 4600000961-A07)

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Stephen M. Collins, Real Estate & Land Management

**DATE:** July 14, 2022

**SUBJECT:** Enhanced Law Enforcement Patrol on District Lands

### **Agenda Item Background:**

In 1999, the District entered into a 25-year cooperative agreement with the FWC to patrol and provide law enforcement services on District lands. The purpose of these patrols is to enforce Rule 40E-7, Florida Administrative Code, which is the District's Public Use Rule, and State and Federal rules and regulations pertaining to resource protection, access, and public use on District lands. These patrols have been effective in addressing and preventing illegal activities such as target shooting, dumping, unauthorized vehicle use, illegal taking of wildlife, and vandalism on District property. The services provided under this agreement include providing law enforcement patrols and special details on District property. This amendment amends the contract term and provides funding for equipment and labor costs necessary to provide the requested law enforcement services on behalf of the District for the final 1-year period (Fiscal Year 2022-2023) of the current 25-year cooperative agreement in the amount of \$488,800.

### **Core Mission and Strategic Priorities:**

This Governing Board item supports the District's core mission and strategic goals by providing law enforcement support to ensure District lands and recreational activities are properly managed for the benefit of the resource and the public in accordance with Section 373.1391, F.S. The General Services Section in the Administrative Services Division will be responsible for implementing this contract.

### **Funding Source:**

This Governing Board item supports the District's core mission and strategic goals by providing law enforcement support to ensure District lands and recreational activities are properly managed for the benefit of the resource and the public in accordance with Section 373.1391, F.S. The General Services Section in the Administrative Services Division will be responsible for implementing this contract.

### **Staff Contact and/or Presenter:**

Stephen Collins, smcollins@sfwmd.gov, 561-682-2959

### **ATTACHMENTS:**

[Resolution No. 2022-0705](#)

[Map](#)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment with the Florida Fish and Wildlife Conservation Commission, to provide funding for a one-year period for additional law enforcement services on District lands, in an amount not to exceed \$488,800 for a total revised contract amount of \$14,309,997, subject to Governing Board approval of future years budgets; providing an effective date. (Cooperative Agreement 4600003773-A15)**

**WHEREAS**, the Governing Board of the South Florida Water Management District determines it is necessary, appropriate and in the public interest to authorize an amendment to the twenty-five-year cooperative agreement with the Florida Fish and Wildlife Conservation Commission to provide law enforcement services on District lands and to provide funding for the final one-year period of the contract with an amended expiration date of September 30, 2023 in an amount not-to-exceed \$488,800 for a total revised contract amount of \$14,309,997, subject to Governing Board approval of future years budgets.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes an amendment with the Florida Fish and Wildlife Conservation Commission in an amount not to exceed \$488,800 for a one-year period, to provide for law enforcement services on District lands. (Cooperative Agreement 4600003773-A15)

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.



## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Rich Virgil, Field Operations Division

**DATE:** July 14, 2022

**SUBJECT:** Request for Right of Way Occupancy Permit

### **Agenda Item Background:**

Florida Power & Light Company (Applicant) requests a Standard Right of Way Occupancy Permit Number 16420-R (ROW Permit) to install five aerial crossings over the L-15 Canal beginning approximately 0.4 miles north of the S-6 water control structure and extending northward approximately 3.4 miles. The aerial crossings will provide electric service for pumps and gates proposed within the District's STA-1W Expansion Project. For each crossing, a utility pole must be installed between the top of bank and the levee. Due to the required setback imposed by the U.S. Army Corps of Engineers (USACE) for poles installed near levees, each pole (5 in total) can only be installed at a location that lies within 40 feet of top of bank, which requires a waiver from District rules. If approved, the proposed work will not interfere with or adversely impact the District's routine or emergency operations, maintenance, or future construction activities.

### **Core Mission and Strategic Priorities:**

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Rich Virgil, rvirgil@sfwmd.gov, 561-682-6759

### **ATTACHMENTS:**

[Backup Document](#)

**TABLE OF CONTENTS**

**RIGHT OF WAY OCCUPANCY CONSENT AGENDA FOR GOVERNING BOARD APPROVAL**

**July 14, 2022**

	<b>PAGES</b>
<b>I RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA:</b>	
Governing Board action is required on petitions received requesting a waiver of District criteria. Section 120.542, F.S. and Rule 28-104.002, F.A.C., requires agencies to grant variances and waivers to their own rules when a person subject to the rules files a petition and demonstrates that he or she can achieve, or has achieved, the purpose of the underlying statute by other means and when application of rule would create a substantial hardship or would violate principles of fairness. A "substantial hardship" is defined as a demonstrated economic, technological, legal or other type of hardship to the person requesting the waiver. "Principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. A "waiver" is defined as an agency decision not to apply all or part of a rule to the person subject to the rule.	<b>2-3</b>

## **RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA**

<b>Applicant</b>	Florida Power & Light Company
<b>Application Number</b>	220509-34345
<b>Canal</b>	L-15
<b>Location</b>	Beginning approximately 0.4 miles north of the S-6 water control structure and extending northward approximately 3.4 miles.
<b>Proposed Improvements to be Authorized by ROW Permit 16420-R</b>	Five (5) aerial utility crossings to provide electric service for pumps and gates proposed within the District's STA-1W Expansion Project.
<b>Required Waiver(s)</b>	Waiver to allow five (5) utility poles within 40 feet of top of bank.
<b>ROW Permit Number (proposed)</b>	16420-R

### **SUMMARY**

Florida Power & Light Company (Applicant) requests a Standard Right of Way Occupancy Permit Number 16265-R (ROW Permit) to install five (5) aerial crossings over the L-15 Canal beginning approximately 0.4 miles north of the S-6 water control structure and extending northward approximately 3.4 miles. The aerial crossings will provide electric service for pumps and gates proposed within the District's STA-1W Expansion Project. For each crossing, a utility pole must be installed between the top of bank and the levee. Due to the required setback imposed by the U.S. Army Corps of Engineers (USACE) for poles installed near levees, each pole (5 in total) can only be installed at a location that lies within 40 feet of top of bank, which requires a waiver from District rules. If approved, the proposed work will not interfere with or adversely impact the District's routine or emergency operations, maintenance, or future construction activities.

### **DISCUSSION/JUSTIFICATION FOR WAIVERS**

The Applicant has demonstrated a substantial hardship that supports granting of the requested waiver. Without the waiver, there is no alternative means to provide electric service to the District's STA-1W Expansion Project. There is insufficient area to perform a directional bore under the canal and levee, and the USACE requires a minimum setback of 15 feet from the toe of the levee (or greater depending on the depth of the pole installation). Accordingly, no utility pole can be installed between the levee and top of bank without the granting of the requested waiver.

The proposed pole locations range from 29 to 36 feet from top of bank, requiring a waiver ranging from 11 to 4 feet from the 40 feet required from top of bank. In addition, any impacts from the waiver are mitigated by the existing levee road east of the proposed pole installations. The levee road provides adequate access to the L-15 right of way for District purposes. Granting of the waiver will not adversely impact the District's ability to perform routine or emergency operations, maintenance, or future construction activities.

## **LEGAL NOTICE**

The petition for waiver was reviewed by the Office of Counsel for compliance with applicable legal requirements. Pursuant to Section 120.542(6), Florida Statutes, notice of the petition was provided to the Department of State and published in Volume 48, Number 96 of the Florida Administrative Register on May 17, 2022. No public comments were received.

## **RECOMMENDATION**

Staff recommends **approval** of issuance of Standard Right of Way Occupancy Permit 16420-R and **approval** of the associated petition for waiver to allow five (5) utility poles to be installed within 40 feet of top of bank to serve the STA-1W Expansion Project (Application No. 220509-34345).

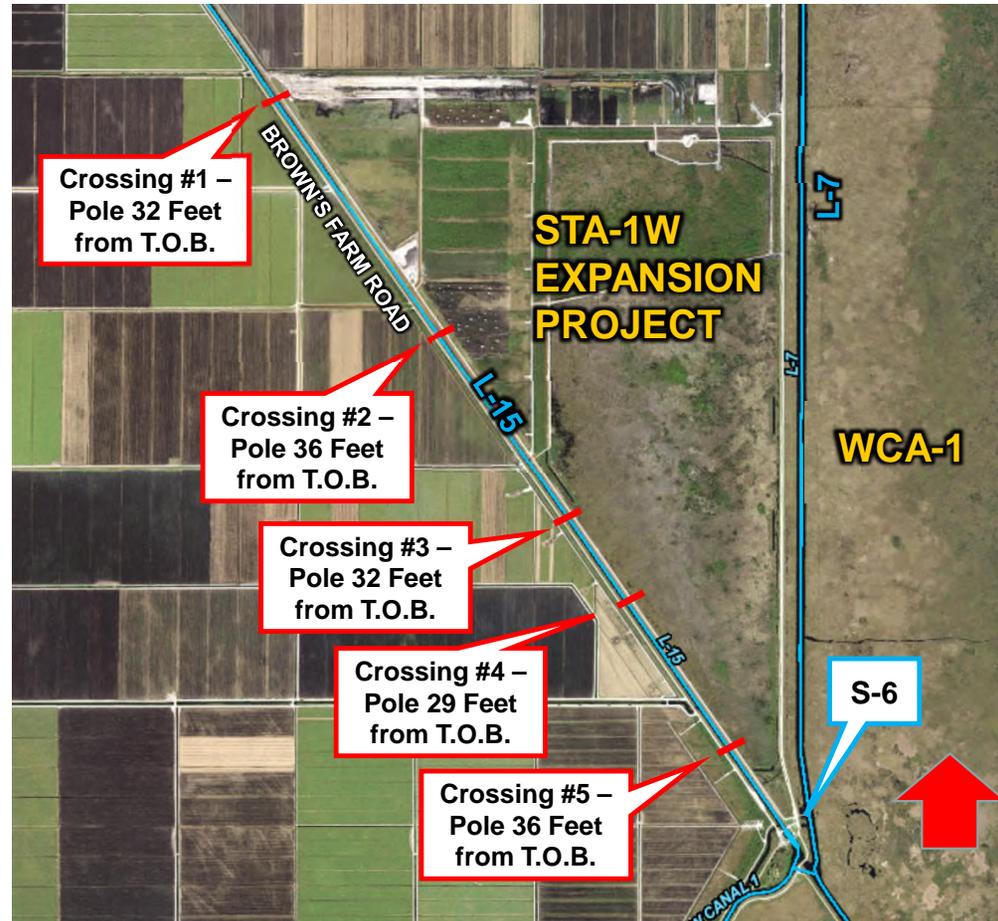
**Five (5) Aerial Crossings to Serve the STA-1W Expansion Project  
with a Waiver to Allow Five (5) Associated Utility Poles to Lie Within 40-Feet of Top of Bank  
Florida Power & Light Company, Applicant  
L-15 Canals – Palm Beach County**

**Right of Way Occupancy Permit No. 16420-R**

**John R. Hixenbaugh, J.D., AICP  
Right of Way Section Administrator  
South Florida Water Management District  
Governing Board Meeting  
July 14, 2022**

## Application Information and Location Map

- **Applicant:** Florida Power & Light Company
- **Application Number:** 220509-34345
- **Canal:** L-15 Canals
- **Location:** Beginning approximately 0.4 miles north of the S-6 water control structure and extending northward approximately 3.4 miles.
- **Request:** Issuance of Standard Right of Way Occupancy Permit No. 16420-R to install five (5) aerial crossings to serve the STA-1W Expansion Project with a waiver to allow five (5) associated utility poles to lie within 40 feet of top of bank.



## Project Highlights

- The proposed pole locations range from 29 to 36 feet from top of bank, requiring a waiver ranging from 11 to 4 feet from the 40 feet required from top of bank.
- Applicant has no alternative means to provide electric service to the District's STA-1W Expansion Project. There is insufficient area to perform a directional bore under the canal and levee, and the U.S. Army Corps of Engineers requires a minimum setback of 15 feet from the toe of the levee. Accordingly, no utility pole can be installed between the levee and top of bank without the granting of the requested waiver.
- Granting of the waiver will not adversely impact the District's ability to perform routine or emergency operations, maintenance, or future construction activities.

# Discussion

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Rich Virgil, Field Operations Division

**DATE:** July 14, 2022

**SUBJECT:** Right of Way Mowing Contract for Various Canals and Levees, Miami Field Station Area of Responsibility, Miami-Dade County

**Agenda Item Background:**

Maintenance of District lands and rights of way is required to ensure that vegetation is controlled at the appropriate height to provide for optimal performance and operational efficiency of the District's flood control system. This project, for the Miami Field Station area of responsibility, provides for the annual right of way mowing of approximately 5,535 acres of canal and levee rights of way in Miami-Dade County.

**Core Mission and Strategic Priorities:**

Mowing the District's rights of way reduces and controls vegetative growth along canal banks which can impede operations, inspections, and access to the District's water control facilities.

**Funding Source:**

**Staff Contact and/or Presenter:**

Richard Virgil, [rvirgil@sfwmd.gov](mailto:rvirgil@sfwmd.gov), 561-682-6759

**ATTACHMENTS:**

[Resolution No. 2022-0706](#)

[Backup Document](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District authorizing entering into a 3-year contract with two 1-year renewal options with Lott Agri Services, LLC, the lowest responsive and responsible bidder, for the right of way mowing services of various canals and levees in Miami-Dade County in an amount not to exceed \$1,126,373 for which \$75,092 in Ad Valorem funds is budgeted and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004603)**

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to enter into a 3-year contract with two 1-year renewal options (Contract Number 4600004603) with Lott Agri Services, LLC, for right of way mowing services of various canals and levees in Miami-Dade County in an amount not to exceed \$1,126,373 for which \$75,092 in Ad Valorem funds is budgeted and the remainder is subject to Governing Board approval of future years budgets.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes entering into a contract with Lott Agri Services, LLC, for right of way mowing services of various canals and levees in Miami-Dade County in an amount not to exceed \$1,126,373. (Contract No. 4600004603)

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.



# Right of Way Mowing Services Miami Field Station

**Richard Virgil**  
**DIV DIRECTOR - FIELD OPERATIONS**

Field Operations Division  
Governing Board Meeting  
July 14, 2022

# Introduction



**Miami Field Station mowing work area includes approximately:**

- **5,535 Acres with approximately 234 miles of Rights-of-Way including:**
  - **Canal embankments, grassed levees, berms, and access roads of varying widths.**
  - **Hand trimming around signs, power/light poles, fences, guardrails, guy wires, boat ramps, water control structures, and 346 access gates.**



# Mowing of the System



## Bid Summary



- Request for Bids (RFB): 6000001329
- RFB Advertised: March 18, 2022
- Bid Opening: April 19, 2022
- Number of Bids Received: 4
- Bid Range: \$37.00 per acre to \$98.00 per acre

## Resolution



### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

#### RESOLUTION NO. 2022\_\_\_\_\_

**A Resolution of the Governing Board of the South Florida Water Management District authorizing a 3-year contract with two 1-year renewal options with Lott Agri Services, LLC, the lowest responsive and responsible bidder, for right of way mowing services of various canals and levees in Miami-Dade County in an amount not to exceed \$1,126,373 for which \$75,092 is budgeted in Fiscal Year 2022 and is subject to Governing Board approval of future year budgets. (Contract No. 4600004603)**

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Jennifer Reynolds, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** Contract with The Administrators of Tulane Educational Fund to Develop and Apply a Detailed Three-Dimensional Water Quality Model for Biscayne Bay, Miami-Dade County

### **Agenda Item Background:**

The District partnered with The Administrators of Tulane Educational Fund (Tulane University) to apply for a Florida Department of Environmental Protection (DEP) funded grant to develop and apply a three-dimensional water quality model for Biscayne Bay. The project, a second phase of our Biscayne Bay models development series, was approved for implementation, with the District as the grant recipient, and Tulane University as the prime investigator and as a sub-awardee. The grant provides funding to build a water quality modeling tool for the District, Miami-Dade County, and DEP, coupled with a previously developed three-dimensional hydrodynamic model. In addition to salinity, temperature, suspended sediment, phosphorus and nitrogen, various standard water quality processes will be modeled. Once calibrated and validated, these models will be applied to perform modeling scenarios to quantitatively address water management questions in and around Biscayne Bay.

### **Core Mission and Strategic Priorities:**

#### **Additional Item Background:**

Tulane University has assisted the District in the past in developing and refining the Biscayne Bay three-dimensional hydrodynamic model suites, including D-FLOW FM (flexible mesh version of Delft-3D) and SWAN (Simulating Waves Near Shore). The work to be completed under this collaboration with Tulane University, will include coupling the existing hydrodynamic model with a water quality (D-WAQ) model to assist the District in answering key water quality related questions such as:

1. What are the spatial and temporal distributions of nutrients (Phosphorus and Nitrogen) concentrations in Biscayne Bay?
2. What are the impacts of water management decisions and strategies on the water quality of Biscayne Bay?
3. What are the impacts of alternative coastal release protocols on the water quality (salinity, Chlorophyll A, total phosphorus, nitrogen, chloride, DO, NH<sub>4</sub>) in the bay?
4. What are the potential impacts of current or future environmental restoration strategies on the water quality in Biscayne Bay?
5. What is the combined effect of water management decisions and sea level rise on the water quality dynamics within the Bay?

### **Core Mission and Strategic Priorities:**

The tools developed through this grant will help the District better understand and analyze water quality impacts from current water management operations as well as future projects

such as the Flood Protection Level of Service (FPLOS) and Biscayne Bay Southeastern Everglades Ecosystem (BBSEER) project. The modeling tools and the study results will also help the District assess the water quality impacts caused by more intense coastal storms and sea level rise and assist in developing appropriate adaptation strategies.

**Funding Source:**

The total project cost is \$785,000, of which \$500,000 is from the DEP grant, \$105,000 from the District (matching funds from District staff salaries) and \$180,000 (the cost of using High-Performance Computing resources) matching funds from Tulane University. The District has previously invested \$400,000 on the development of the three-dimensional hydrodynamic model to which the proposed water quality model will be coupled.

**Staff Contact and/or Presenter:**

Matahel Ansar, mansar@sfwmd.gov, 561-682-2939

**ATTACHMENTS:**

[Resolution No. 2022-0707](#)

[Backup Document](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a two-year contract with The Administrators of the Tulane Educational Fund, for developing and applying a detailed three-dimensional (3D) water quality model for Biscayne Bay, in an amount not to exceed \$500,000, for which dedicated funds (General Revenue or Land Acquisition Trust Fund), through a reimbursement grant agreement with the Florida Department of Environmental Protection, are budgeted; providing an effective date. (Contract No. 4600004596)**

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the execution of a two-year contract with The Administrators of the Tulane Educational Fund for developing and applying a three-dimensional water quality model for Biscayne Bay in an amount not-to-exceed \$500,000.

**WHEREAS**, Delft Water Quality Model (D-WAQ) will be used to simulate water quality processes in Biscayne Bay, taking information from the existing hydrodynamic model of Biscayne Bay.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes entering into a two-year contract with The Administrators of the Tulane Educational Fund for developing and applying a three-dimensional water quality model for Biscayne Bay in an amount not-to-exceed \$500,000. (Contract No. 4600004596)

**Section 2.** This Resolution shall take effect immediately upon adoption.

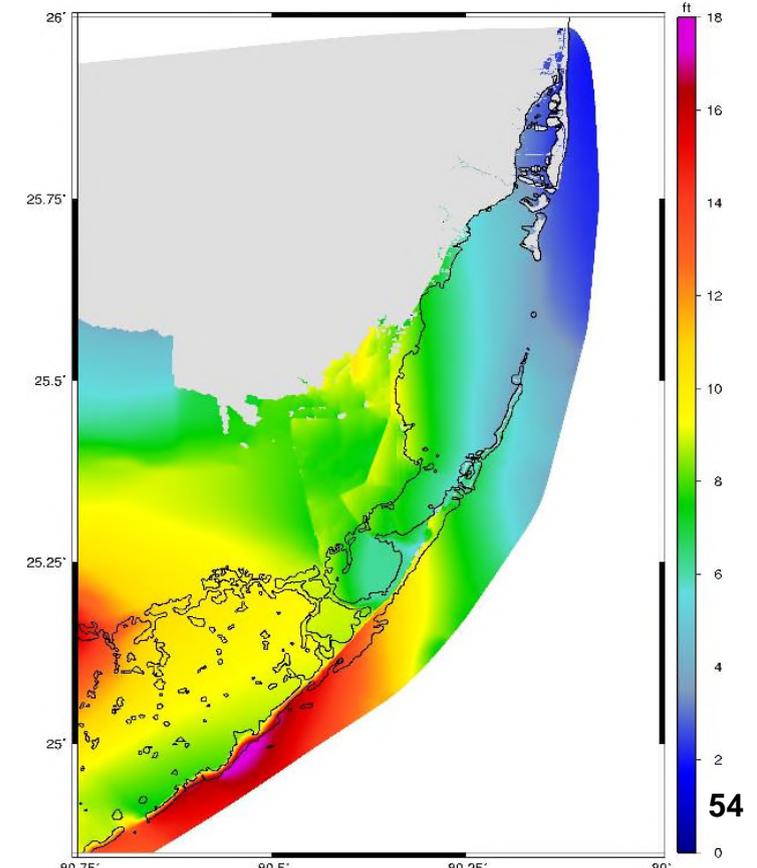
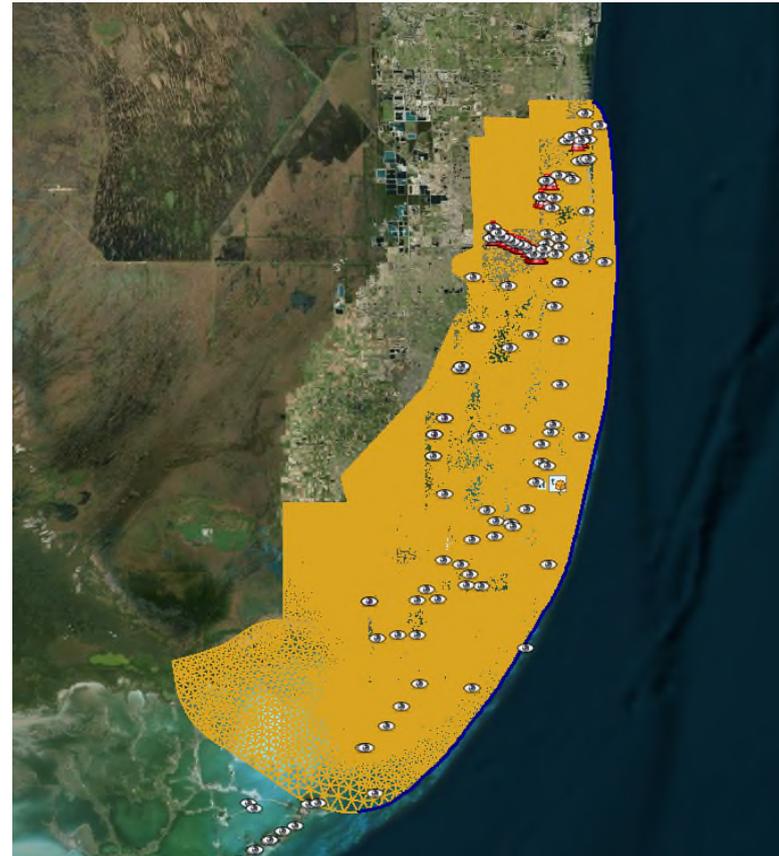
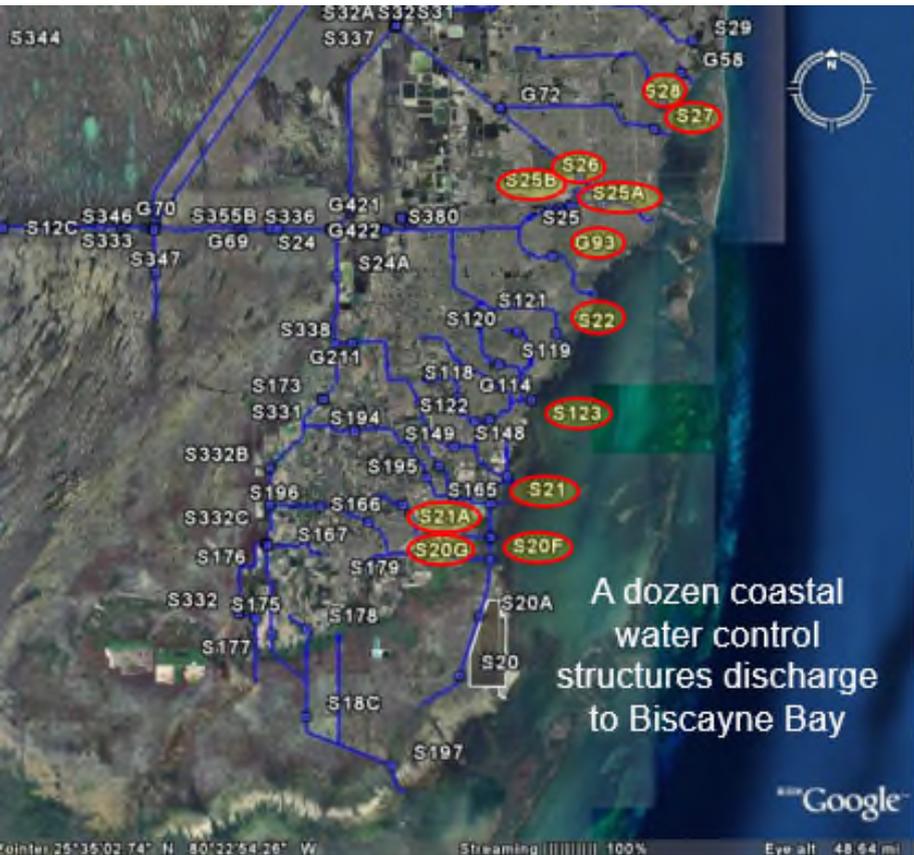
**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.

# Biscayne Bay Water Quality Model Development & Applications

Matahel Ansar, Ph.D., P.E.  
Section Administrator, Applied Hydraulics Section  
Hydrology and Hydraulics Bureau  
South Florida Water Management District  
Governing Board  
July 14, 2022

# Location

This project is located in Biscayne Bay, including North, Central and South Biscayne Bay



# Background

South Florida Water Management District, in collaboration with Arcadis and Tulane University, have developed a three-dimensional hydrodynamic model (D-FLOW+SWAN) for Biscayne Bay.

Through a \$ 500,000 FDEP-funded grant, SFWMD and Tulane University have proposed to couple this hydrodynamic model with a water quality model (D-WAQ) for Biscayne Bay. In addition to salinity, temperature, suspended sediment, phosphorus and nitrogen, various standard water quality processes will be modeled.

The model will be calibrated using data gathered through existing monitoring programs. Once calibrated and validated, the model will be applied to perform modeling scenarios to quantitatively address water management questions.



## Background Cont'd

This model can potentially be applied to answer the following key questions:

- What are the spatial and temporal distributions of nutrients (Phosphorus and Nitrogen) concentrations in Biscayne Bay?
- What are the impacts of water management decisions and strategies on the water quality of Biscayne Bay?
- What are the impacts of alternative coastal release protocols on the water quality (salinity, Chlorophyll A, total phosphorus, nitrogen, chloride, DO, NH<sub>4</sub>) in the bay?
- What are the potential impacts of current or future environmental restoration strategies on the water quality in Biscayne Bay?
- What is the combined effect of water management decisions and sea level rise on the water quality dynamics within the bay?

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Alan Shirkey, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, Glades County

### **Agenda Item Background:**

As part of the District's ongoing Operations and Maintenance Capital Improvement Program, the existing LD-1 Canal is in need of critical reconstruction. The LD-1 canal has water flowing in both directions which provides water supply and flood control. For the past several years, the canal banks were scoured and eroded during onslaughts of hurricanes, resulting in loss of the canal bank material into the canal. The eroded canal banks that will be repaired bounds the south side of Uncle Joe's Fish Camp. The levee road is currently narrow and limited by an adjacent ditch and has limited the safe passage of District vehicles to provide maintenance of the canal area. The construction contract will include repair and stabilization of the north and south banks with rubble riprap, dredging and reconstruction of a drainage ditch. The hauling of materials will occur before the USACE contractor repaves the CR720 to minimize road repair costs.

The lowest responsive and responsible bidder is recommended for award. In accordance with District policy and consistent with state law for Request for Bids procurements, this item was competitively bid through a sealed bid process.

### **Core Mission and Strategic Priorities:**

The LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp supports the District's core missions of flood control and water supply.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Alan Shirkey, ashirkey@sfwmd.gov, 561-682-2579

### **ATTACHMENTS:**

[Resolution No. 2022-0708](#)

[Bid Tab Form](#)

[Backup Document](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a contract with Interlaken, the lowest responsive and responsible bidder, for the LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, in the amount of \$2,966,010.14, for which \$245,000 in Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004621)**

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate, and in the public interest to authorize entering into a contract with Interlaken, Inc., the lowest responsive and responsible bidder for LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, in the amount of \$2,966,010.14.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes entering into a contract with Interlaken, Inc., the lowest responsive and responsible bidder, for the LD-1 Canal Bank Stabilization at Uncle Joe's Fish Camp, in the amount of 2,966,010.14. (Contract No. 4600004621)

**Section 2.** This Resolution shall take effect immediately upon adoption

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT NOTICE OF INTENT TO AWARD

<b>RFB No.:</b> 6000001338	<b>Title:</b> LD-1 CANAL BANK STABILIZATION AT UNCLE JOE'S FISH CAMP, GLADES COUNTY
<b>SBE Subcontracting Goal:</b> 25%	<b>Opening Date:</b> 6/22/2022
<b>Total Bids Received:</b> 7	<b>Advertised Date:</b> 5/19/2022
<b>Bids Received from SBEs:</b> 3	<b>Advertisement:</b> Glades County Democrat, Okeechobee News
<b>Total Number of Planholders:</b> 90	
<b>Total SBE Planholders:</b> 35	
<b>Contract Specialist:</b> Kenneth Beaty	
<b>Project Manager:</b> Martha Fox	

<u>BIDDERS</u>	<u>BID AMOUNT</u>
INLAND CONSTRUCTION AND ENGINEERING INC.	\$2,245,324.00
INTERLAKEN, INC.	\$2,966,010.14
HORMAC CONSTRUCTION GROUP, INC.	\$3,098,010.00
ENCO, LLC	\$3,249,360.00
EAGLE ENGINEERING AND LAND DEVELOPMENT, INC.	\$3,312,755.35
RYAN INCORPORATED SOUTHERN	\$3,395,000.00
KIEWIT INFRASTRUCTURE SOUTH CO.	\$4,323,000.00

The bid amounts indicated above are as submitted at the bid opening and are subject to verification. Award of the contracts to the lowest bidder is subject to the District's determination that the bid is responsive and that the bidder is responsible as indicated by the signatures below.

Approvals required in numerical order. Signatures must be dated.

Project Manager - Attach detailed justification that recommended bidder is responsive and responsible.  Recommendation for award to low bidder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If no, recommend award to: <u>Interlaken, Inc.</u>  Basis of recommendation: <u>Lowest responsive/ responsible bidder.</u>  Governing Board approval of award or contract required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1.</td> <td style="width: 70%;"><u>Martha Fox</u> Project Manager</td> <td style="width: 15%; text-align: center;">6/29/2022</td> <td style="width: 10%; text-align: center;"><u>AFS</u></td> </tr> <tr> <td></td> <td style="text-align: right;">Date</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td><u>Lucine Dadian</u> Section Administrator</td> <td style="text-align: center;">6/29/22</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">Date</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td><u>[Signature]</u> Bureau Chief</td> <td style="text-align: center;">6/30/22</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">Date</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>_____ Division Director</td> <td style="text-align: center;">Date</td> <td></td> </tr> <tr> <td>5.</td> <td>_____ Contract Specialist</td> <td style="text-align: center;">Date</td> <td></td> </tr> <tr> <td>6.</td> <td>_____ Contract Manager</td> <td style="text-align: center;">Date</td> <td></td> </tr> <tr> <td>7.</td> <td>_____ Office of Counsel</td> <td style="text-align: center;">Date</td> <td></td> </tr> <tr> <td>8.</td> <td>_____ Procurement Bureau Chief</td> <td style="text-align: center;">Date</td> <td></td> </tr> </table>	1.	<u>Martha Fox</u> Project Manager	6/29/2022	<u>AFS</u>		Date			2.	<u>Lucine Dadian</u> Section Administrator	6/29/22			Date			3.	<u>[Signature]</u> Bureau Chief	6/30/22			Date			4.	_____ Division Director	Date		5.	_____ Contract Specialist	Date		6.	_____ Contract Manager	Date		7.	_____ Office of Counsel	Date		8.	_____ Procurement Bureau Chief	Date	
1.	<u>Martha Fox</u> Project Manager	6/29/2022	<u>AFS</u>																																										
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7.	_____ Office of Counsel	Date																																											
8.	_____ Procurement Bureau Chief	Date																																											

NOTE: This form shall serve as the District's Notice of a decision or intended decision as defined in Section 120.57(3)(a) Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest or bond or other security must be filed with the District Clerk.

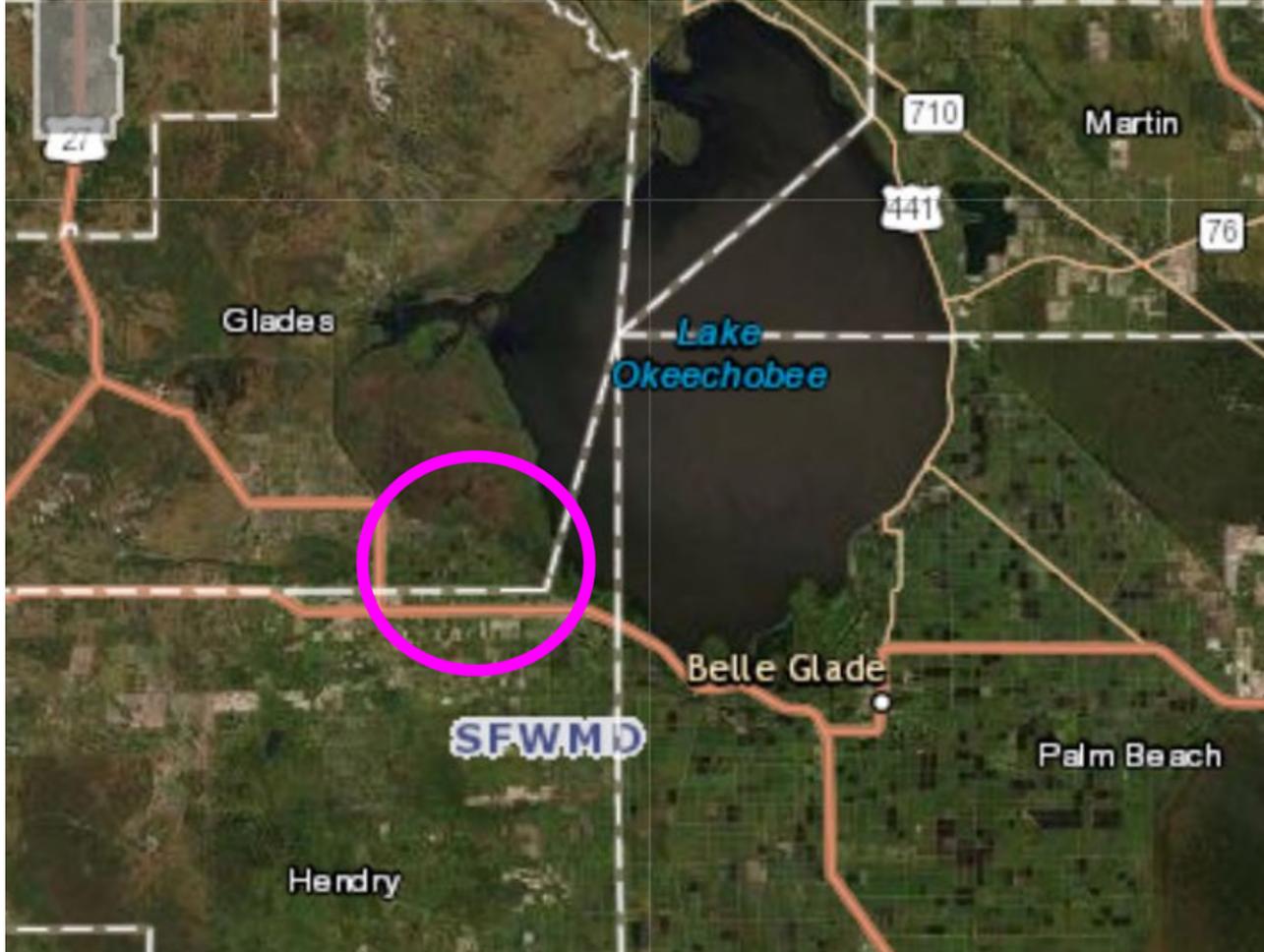
**Posting Date:** \_\_\_\_\_  
**Posting Time:** \_\_\_\_\_  
**Initials:** \_\_\_\_\_

# LD-1 Canal Bank Stabilization

## Glades County

Alan Shirkey, P.E.  
Bureau Chief, Engineering & Construction  
South Florida Water Management District  
Governing Board  
July 14, 2022

# Location Map



# Background

- The LD-1 Canal located in Glades County is in need of critical reconstruction.
- The canal has water flowing in both directions which provides water supply to local farmers and flood control for the Uncle Joe's Fish Camp residents.
- The canal banks were scoured and eroded during onslaughts of hurricanes, resulting in loss of the canal bank material into the canal.
- The levee road is currently narrow and limited by an adjacent ditch and has limited the safe passage of District vehicles to provide maintenance of the canal area.



# Scope

- Repair and stabilization of the north and south banks with rubble riprap
- Dredging the Canal
- Reconstruction of a drainage ditch
- Removal of an unpermitted/unused boat ramp
- Haul all materials before the USACE contractor repaves the CR720 to minimize road repair costs



## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Alan Shirkey, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** L-8 FEB G-539 Butterfly Valve Replacement Project, Palm Beach County

### **Agenda Item Background:**

As part of the Operations and Maintenance Capital Improvement Program, the L-8 FEB G-539 Butterfly Valve Replacement Project requires the removal of six motorized butterfly valves and replacement with six flap gates inside the G-539 outflow pump station. The six flap gates will be provided by the District to the Contractor for installation. The G-539 is a two-stage pump station with six submersible electric pumps and has a design maximum flow rate of 450 cubic feet per second. The project includes the removal of the butterfly valves due to operations and maintenance issues with the valves.

### **Core Mission and Strategic Priorities:**

The L-8 FEB G-539 Butterfly Valve Replacement Project supports the District's core mission of Flood Protection and Ecosystem Restoration.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Alan Shirkey, ashirkey@sfwmd.gov, 561-682-2579

### **ATTACHMENTS:**

[Resolution No. 2022-0709](#)

[Backup Document](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 202-day contract with Loren Jock Trucking, Inc., the lowest responsive and responsible bidder, for the L-8 FEB G-539 Butterfly Valve Replacement Project, in the amount of \$1,252,500 for which \$50,000 in Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004623)**

**WHEREAS**, the Governing Board of South Florida Water Management District deems it necessary, appropriate, and in the public interest to enter into a 202-day contract with Loren Jock Trucking, Inc., the lowest responsive and responsible bidder, for the L-8 FEB G-539 Butterfly Valve Replacement Project, in the amount of \$1,252,500.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes entering into a 202-day contract with Loren Jock Trucking, Inc., the lowest responsive and responsible bidder, for the L-8 FEB G-539 Butterfly Valve Replacement Project in the amount of \$1,252,500. (Contract Number 4600004623)

**Section 2.** This Resolution shall take effect immediately upon adoption

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.

# L-8 FEB G-539 BUTTERFLY VALVE REPLACEMENT

## Palm Beach County

Alan Shirkey, P.E.  
Bureau Chief, Engineering and Construction  
South Florida Water Management District  
Governing Board Meeting  
July 14, 2022



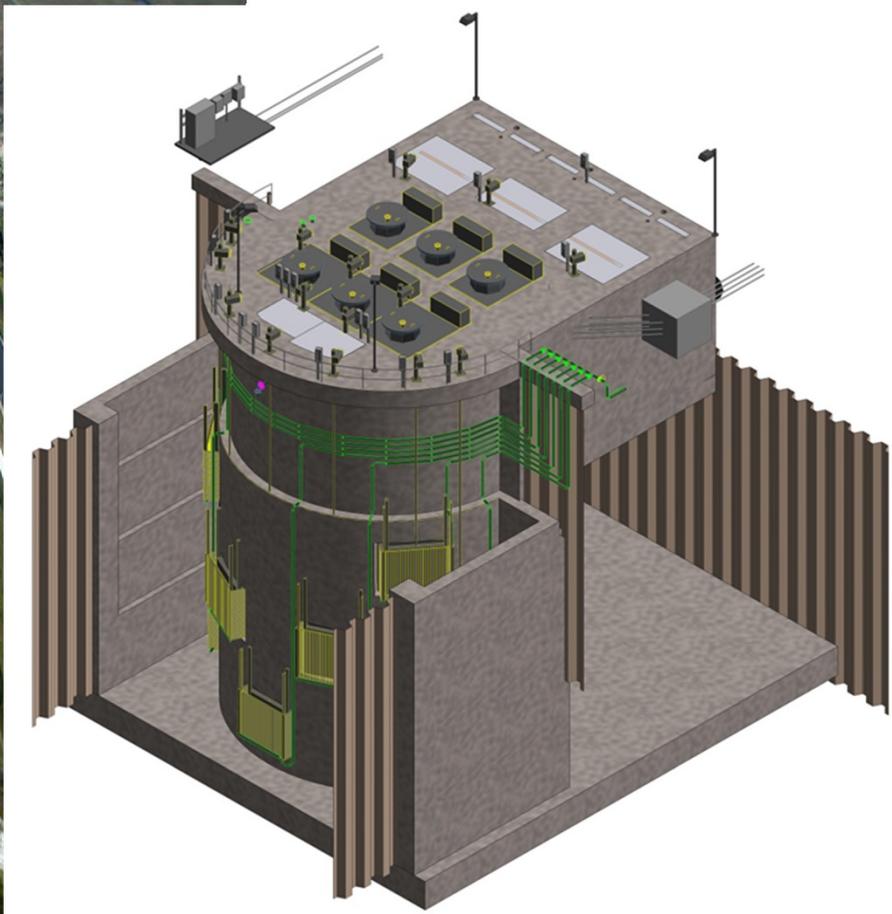
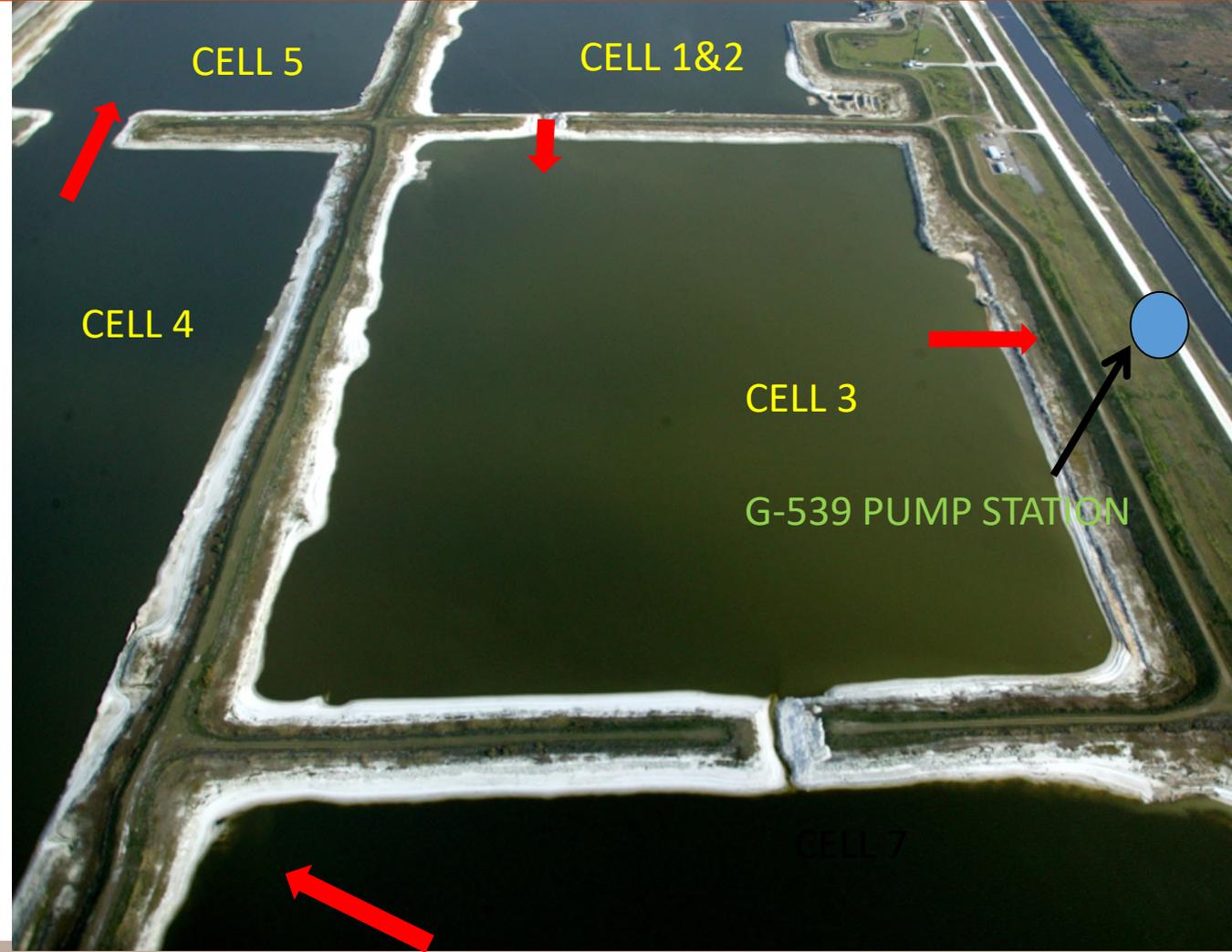
# Project Location



# L8 Flow Equalization Basin



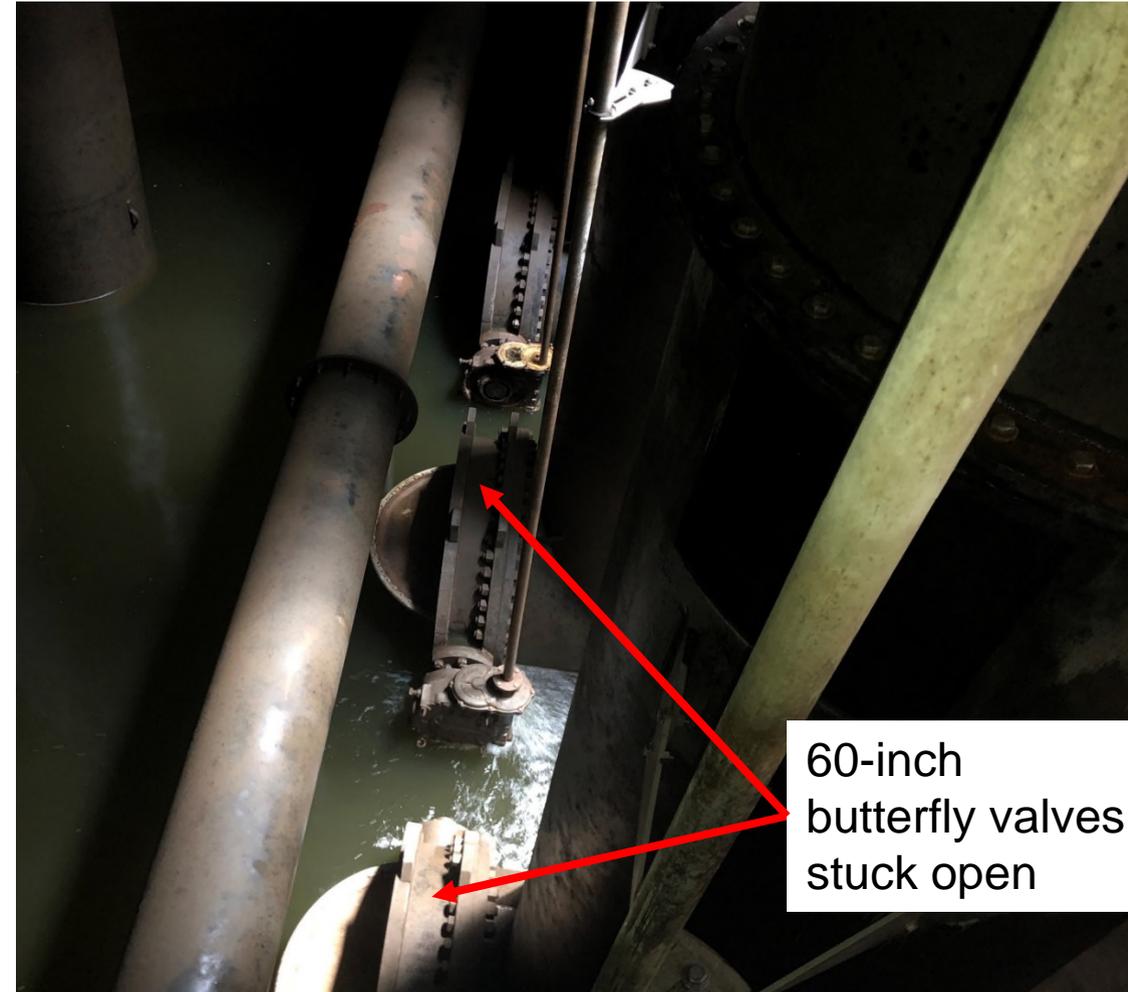
# G-539 Pump Station



# Scope of Work

- Replace six motor operated butterfly valves with six flap gates
  - Two lower stage butterfly valves stuck open
  - Electric Operators on deck appear to turn, stem does not turn
  - One inoperable lower stage butterfly valve stuck closed
- Six flap gates will be furnished to the Contractor for installation
- The pump station control programming will be revised upon completion of the installation of the six flap gates by the Engineer of Record

# G-539 Pump Station



**This Slide for Briefing Only**

**M E M O R A N D U M**

**TO:** Governing Board Members

**FROM:** Alan Shirkey, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** Structure Inspection Program, Underwater Inspection and Specialized Underwater Repair Contracts

**Agenda Item Background:**

As part of the District’s core missions of flood control, water supply, water quality and ecosystem restoration, the Structure Inspection Program contracts provide control structure and pump station inspection and underwater repair. Longevity and reliable operation of District infrastructure is supported by performing these inspections and repair activities.

The purpose of the SIP Underwater Inspection and Specialized Underwater Repair contracts is to meet the demand for underwater activities that is beyond the capability of internal resources. The contracts will be for a 3-year period with two 1-year renewal options.

**Core Mission and Strategic Priorities:**

**Additional Item Background:**

Four (4) firms submitted proposals for consideration. Staff recommends approval to enter into final contract negotiations with each of the following four (4) selected firms:

<b>Firm Name</b>	<b>Contract No.</b>
Underwater Engineering Services, Inc.	4600004615
Tetra Tech, Inc.	4600004614
Callaway Marine Technologies, Inc.	4600004616
In Depth, Inc.	4600004617

**Core Mission and Strategic Priorities:**

The Structure Inspection Program - Underwater Inspection and Specialized Underwater Repair Contracts directly support the District’s core missions of Flood Control, Water Supply, Water Quality and Ecosystem Restoration by identifying issues that could hamper the operation of District control structures and pump stations.

**Funding Source:**

Contract financial threshold, not to exceed amount of \$15,000,000, subject to the Governing Board approval of future years budgets.

**Staff Contact and/or Presenter:**

Alan Shirkey, ashirkey@sfwmd.gov, 561-682-2579

**ATTACHMENTS:**

Resolution No. 2022-0710

Backup Document

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

## Resolution No. 2022 - 07XX

A Resolution of the Governing Board of the South Florida Water Management District to authorize the official ranking of firms and enter into a 3-year contract with two 1-year extension options, subject to successful negotiations, to provide underwater inspections and specialized underwater repairs for the District's Structure Inspection Program, in an amount not to exceed \$15,000,000 for all four contracts, subject to Governing Board approval of future years budgets; if negotiations are unsuccessful with any of the firms, the District may proceed with negotiations in ranked order until a contract is successfully negotiated; providing an effective date.

<u>Firm Name</u>	<u>Contract No.</u>
Underwater Engineering Services, Inc.	4600004615
Tetra Tech, Inc.	4600004614
Callaway Marine Technologies, Inc.	4600004616
In Depth, Inc.	4600004617

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the official ranking of firms and enter into a 3-year contract with two 1-year extension options, subject to successful negotiations, to provide underwater inspections and specialized underwater repairs for the District's Structure Inspection Program, in an amount not to exceed \$15,000,000 for all four contracts; if negotiations are unsuccessful with any of the firms, the District may proceed with negotiations in ranked order until a contract is successfully negotiated.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes the official ranking of firms and enter into a 3-year contract with two 1-year extension options, subject to successful negotiations, to provide underwater inspections and specialized underwater repairs for the District's Structure Inspection Program, in an amount not-to-exceed \$15,000,000 for all four contracts; if negotiations are unsuccessful with any of the firms, the District may proceed with negotiations in ranked order until a contract is successfully negotiated.

<u>Firm Name</u>	<u>Contract No.</u>
Underwater Engineering Services, Inc.	4600004615
Tetra Tech, Inc.	4600004614

Callaway Marine Technologies, Inc.  
In Depth, Inc.

4600004616  
4600004617

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 14<sup>th</sup> day of July, 2022.

# Structure Inspection Program (SIP) Contracts

Alan Shirkey, P.E.  
Bureau Chief, Engineering & Construction

South Florida Water Management District  
Governing Board Meeting: July 14, 2022

# Structure Inspection Program (SIP) Contracts

## Purpose:

- Perform structure underwater inspections, specialized underwater repairs, and provide components for the Manatee Protection Systems (MPS).

## Summary of current contract:

- 4 firms on current contracts
- Duration = 5 years (FY18 – FY22)
- Work Orders executed = 30
- Average Cost Per Work Order = \$350,000
- Expenditures (to-date) = \$6,100,000
- Contract financial threshold = \$8,000,000

# Request for Proposals Process

- Request for Proposals was issued March 22, 2022
- 4 Firms responded by the due date of April 20, 2022
  1. Underwater Engineering Services, Inc.
  2. Callaway Marine Technologies, Inc.
  3. Tetra Tech, Inc.
  4. In Depth, Inc.

# Request for Proposals Process

- The 4 firms were evaluated based on the following criteria:
  - Experience of firm/staff with SFWMD facilities & infrastructure
  - Skills and equipment for thorough underwater inspections & documentation and/or specialized underwater repairs
  - Demonstrated ability to use engineering judgement for inspection findings and summaries and/or effective solutions for repairs
  - Adhere to District, program, and industry guidelines and processes
  - Performance of work (%) with in-house resources
  - Staffing availability and workload distribution
- Committee shortlisted all 4 firms based on evaluation scoring
- Discussions were conducted in place of Oral Presentations
- 4 firms were selected from the discussions

# Request for Proposals Process

- Based on Written and Oral Information, Committee Recommends Final Ranking and Selection of the following 4 firms:
  1. Underwater Engineering Services, Inc.
  2. Tetra Tech, Inc.
  3. Callaway Marine Technologies, Inc.
  4. In Depth, Inc.

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Jennifer Smith, Executive Office

**DATE:** July 14, 2022

**SUBJECT:** Ratification of Amended Article XIV Wages of the Collective Bargaining Agreement

### **Agenda Item Background:**

The Collective Bargaining Agreement in effect between the District and the International Union of Operating Engineers (IUOE) provides that the District will reopen and discuss with the IUOE Article XIV Wages on October 1, 2022. The purpose of the Wages Article reopener is to discuss additional one-time general increases for Bargaining Unit Members.

The District and the IUOE by mutual agreement elected to conduct negotiations pursuant to the reopener in advance of October 1 and have concluded those negotiations. Consistent with what the District will provide to Non-Bargaining Unit Member employees, the District will provide a one-time 5.38% pay increase to Bargaining Unit Members. The IUOE has agreed to accept a 5.38 % pay increase for Bargaining Unit members in complete satisfaction of the Article XIV Wages reopener.

The District amended the Wages article to reflect the outcome of these negotiations. To become effective, the Bargaining Unit Members and the District Governing Board must ratify the amended Article XIV Wages. Upon ratification, the District and the IUOE will substitute the amended Article for existing Article XIV Wages and include it in the Collective Bargaining Agreement.

### **Core Mission and Strategic Priorities:**

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Jennifer Smith, [jsmith@sfwmd.gov](mailto:jsmith@sfwmd.gov), 561-682-6285

### **ATTACHMENTS:**

[Resolution No. 2022-0711](#)

[Article XIV Wages](#)

[Memorandum of Understanding](#)

[Collective Bargaining Agreement](#)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to ratify Amendment to the Wages Article of the Collective Bargaining Agreement between the International Union of Operating Engineers and the District, providing an effective date.**

**WHEREAS**, in April 2018, the South Florida Water Management District ratified a Collective Bargaining Agreement between the District and the International Union of Operating Engineers (“IUOE”).

**WHEREAS**, the Collective Bargaining Agreement provides that the District will reopen and discuss with the Union Article XII Health Insurance and Article XIV Wages on October 1, 2022.

**WHEREAS**, the purpose of the Wages Article reopener is to discuss additional one-time general increases for Bargaining Unit Members.

**WHEREAS**, the SFWMD and the IUOE agreed to reopen the Wages article before October 1, 2022.

**WHEREAS**, the District will provide non-bargaining unit member employees a one-time 5.38% increase, effective June 30, 2022.

**WHEREAS**, the District offered the bargaining unit members the same one-time increase.

**WHEREAS**, the Union has accepted the 5.38% increase for Bargaining Unit Members in full satisfaction of the October 1, 2022, Article XIV Wages reopener.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby ratifies amended Article XIV Wages. Upon ratification, the amended article will be substituted for existing Article XIV Wages and included in the Collective Bargaining Agreement.

**Section 2.** A copy of amended Article XIV Wages is attached hereto and made a part hereof.

**Section 3.** A copy of the Memorandum of Understanding is attached hereto and made a part hereof.

**Section 4.** A copy of the Collective Bargaining Agreement is attached hereto and made a part hereof.

**Section 5.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 14<sup>th</sup> day of July, 2022.

ARTICLE XIV

WAGES

14.1 The District shall give each eligible bargaining unit member a one-time 5.38% pay increase effective June 30, 2022.

14.2 The District and the Union agree that the 5.38% pay increase satisfies the October 1, 2022, Article XIV Wages reopener.

E. G. 6-24-22  
Union  
J. S. 6-27-22  
District

**MEMORANDUM OF UNDERSTANDING**

**M.O.U. Number: 07-07-2022**

**Contract Article:** XIV, WAGES

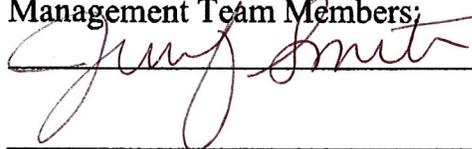
**Contract End Date:** September 30, 2023

**Effective Date:** Upon Ratification by the Governing Board of the South Florida Water Management District

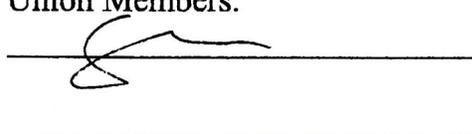
The Collective Bargaining Agreement in effect between the South Florida Water Management District (SFWMD) and the International Union of Operating Engineers (IUOE) provides that the SFWMD will reopen and discuss with the IUOE Article XIV Wages on October 1, 2022. The purpose of the Wages Article reopener is to discuss additional one-time general increases for Bargaining Unit Members. By mutual agreement, the SFWMD and the IUOE elected to conduct negotiations pursuant to the reopener in advance of October 1 and have concluded those negotiations. The SFWMD and the IUOE stipulate and agree that they have fully conducted their reopener negotiations in full compliance with and satisfaction of Article XIV, and no further reopener negotiations are required. In full satisfaction of the Article XIV Wages, the IUOE has agreed to accept a 5.38 % pay increase for Bargaining Unit members.

Effective the date fully ratified by the IUOE and the Governing Board of the South Florida Water Management District.

Attachment: Article XIV, Wages

Management Team Members:  
  
\_\_\_\_\_

Date of Signatures:  
6-27-22  
\_\_\_\_\_

Union Members:  
  
\_\_\_\_\_

Date of Signatures:  
6-24-22  
\_\_\_\_\_

ARTICLE XIV

WAGES

14.1 The District shall give each eligible bargaining unit member a one-time 5.38% pay increase effective June 30, 2022.

14.2 The District and the Union agree that the 5.38% pay increase satisfies the October 1, 2022, Article XIV Wages reopener.

E. G. 6-24-22  
Union  
J. S. 6-27-22  
District

COLLECTIVE BARGAINING AGREEMENT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
and the  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 487,  
487-A, 487-B, AND 487-S

PERC CERTIFICATE NUMBER 1884 (2016)

OCTOBER 8, 2020 THROUGH SEPTEMBER 30, 2023

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## DEFINITIONS

This COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as "Agreement," is entered into by and between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, also referred to as the "Employer" and the "District," and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 487, 487-A, 487-B, AND 487-S, hereinafter referred to as the "Union," and, together, referred to as "the Parties."

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, where the context so permits.

As used throughout this Agreement:

"Day" means a calendar day.

"Employee" means those employees of South Florida Water Management District in the bargaining unit, a bargaining unit member.

"Employer" means South Florida Water Management District.

"Field Operations and Land Management" also referred to as FOLM.

"Florida Retirement System" also referred to as FRS.

"Grievance" means a written complaint of an employee regarding the interpretation or application of a specific provision of this Agreement.

"Grievant" means an employee who has filed a grievance.

"May" means to have permission or liberty, but does not convey an obligation, to perform; the discretion to choose between two or more alternatives.

"Shall" means to have an obligation or requirement to perform; it is a directory phrase that mandates action.

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group

of employees from the full and faithful performance of their duties of employment with the Employer, participation in a deliberate and concerted course of conduct which adversely affects the services of the Employer, picketing or demonstration in furtherance of work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

“SFWMD” means South Florida Water Management District.

“Will” means to have an obligation or a requirement to perform.

ARTICLE I

RECOGNITION

- 1.1 Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the establishing of salaries, wages, hours and other terms and conditions of employment for those employees who are designated as being within the bargaining unit.
- 1.2 The bargaining unit covered by this Agreement is as stated in PERC Certificate Number 1884 (2016) and is defined as follows:

INCLUDED: All full-time non-exempt skilled craft employees in the following classifications: Crane Operator; Crane Operator – SR; Diesel Engine Spec – PS; Fleet Technician; Fleet Technician – SR; Heavy Equipment Operator; Hydraulic Maintenance Mechanic, Land Management Tech 1; Land Management Tech 2; Land Management Technician; Stat Diesel Engine Operator/Mechanic; Stat Diesel Engine Operator/Mechanic – Lead; Structure Maintenance Tech – Field; Structure Maintenance Technician – Facility; and Vegetation Management Technician.

EXCLUDED: All other employees of the South Florida Water Management District.

  
Union  
District

## ARTICLE II

### NON DISCRIMINATION

- 2.1 The Employer adheres to all applicable federal, state and local discrimination statutes. The parties recognize that the Employer has established an internal procedure to investigate and resolve alleged cases of discrimination. Accordingly, allegations of employment discrimination shall not be processed through the contractual grievance/arbitration procedure except as described in 2.2 below.
  
- 2.2 No employee covered by this Agreement will be discriminated against by the District because of membership in the Union or in the bargaining unit, or activity authorized by law or by this Agreement on behalf of the Union. Complaints of discrimination based on an employee's status as a Union member or bargaining unit member, or for engaging in activities authorized by this Agreement are subject to this Agreement's grievance/arbitration procedure. This includes a complaint that an employee was disciplined and/or discharged (treatment) on account of membership in the Union or for engaging in activity authorized by this Agreement on behalf of the Union.

## ARTICLE III

### DUES DEDUCTION

- 3.1 The Employer shall deduct, 2 times each month, dues owed by a member to the Union from the salary of a member, so that dues are deducted from members' paychecks in 24 pay periods each year.
  - a. Deductions will be made so long as, prior to deduction, the Union has provided to the Employer a signed statement authorizing such deduction and the amount of the deduction from such member's salary. Such authorization may be canceled by the member upon thirty (30) days written notice thereof to both the Union and the Employer.
  - b. Dues shall be remitted by check, by U.S. mail to the Union no later than (the fifteenth of the month following the deductions).
- 3.2 The Union hereby indemnifies the Employer from and against any and all claims on account of dues deducted pursuant to the provisions of this Article.

## ARTICLE IV

### MANAGEMENT RIGHTS

The Employer shall have all management rights provided by the Florida Public Employees Relations Act, Florida Statutes Section 447.209, and the decisional law that issues from Florida's Public Employees Relations Commission and the Courts interpreting this Section.

## ARTICLE V

### NO STRIKE

The Union is expected to comply with the provisions of Section 407.405, Florida Statutes. To this end, neither the Union, nor any of its officers, agents and members, nor any Union members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, sick out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the Employer. The Employer shall not lockout employees covered by this Agreement.

## ARTICLE VI

### GRIEVANCE AND ARBITRATION PROCEDURE

- 6.1 The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Any portion of this Agreement is subject to the Grievance Procedure. The form of the Grievance shall be as set forth in Appendix 1 of this Agreement.
- 6.2 Complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed orally by a bargaining unit member (or union steward or business representative on behalf of the bargaining unit member) to his supervisor and resolved prior to the initiation of a formal grievance proceeding. In the event informal discussions fail to satisfactorily resolve a complaint, a grievance may be filed.
- 6.3 A bargaining unit member may proceed without the assistance of a union steward or business representative throughout this grievance and arbitration procedure. Or, at the bargaining unit member's request, the bargaining unit member may be accompanied by a union steward or business representative at any step of the procedure. Or, the bargaining unit member may designate a union steward or business representatives to proceed in his place.
- 6.4 Grievances may be filed and are subject to the timeliness and processing provisions incorporated into the Grievance Form. Any time frame specified in this process may be extended upon mutual agreement of the Parties.
- 6.5 Once notice of intent to arbitrate has been presented to the Bureau Chief, and the Union has assented to arbitrate the matter, the Union may request the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within ten (10) days of receipt of the list, the Union or their attorney, then the Bureau Chief, shall each strike two names from the list. The arbitrator thus selected shall conduct the arbitration proceeding. The written decision of the arbitrator shall be final and binding.
- 6.6 The expense of the arbitrator shall be shared equally by the Union and the Employer. All expenses voluntarily incurred by a party, including but not limited to attorney fees, legal fees, court reporter charges, witness fees and other costs, shall be paid by the party incurring such costs.

6.7 The designation of Bureau Chief in this Article shall be read to include the Bureau Chief's Designee.

## ARTICLE VII

### REPRESENTATIVES OF PARTIES

#### 7.1 Bargaining

- a. The Employer agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in all matters involving wages, hours, and terms and conditions of employment or other official action called for by the Agreement.
- b. The Union likewise agrees that during the term of this Agreement, the Union, its representatives, and constituents will deal only with the Executive Director or his designated representatives in matters involving wages, hours, and terms and conditions of employment.
- c. Upon request by one party, the other party shall provide, in writing, the name(s) of its representative(s) within three (3) days of such request.

#### 7.2 Business Representatives and Stewards

##### a. Business Representatives

The Employer agrees that non-employee Business Representatives shall have reasonable access to the premises during working hours, provided he first checks in with Division Director or a Bureau Chief. The Business Representatives' duties include consulting with and assisting stewards, investigating working conditions, processing grievances, and ensuring compliance with the terms of this Agreement. The Business Representatives' right of access shall not be exercised in such a way as to disrupt the Employer's operations or the normal flow of business of the Employer.

b. Stewards

The Employer recognizes the right of the Union to appoint and remove steward(s) from among the Employer's employees to handle such Union business as may be delegated to them from time to time and to see that the terms of this Agreement are complied with by the Employer and the employees.

- i. The Employer may address with the Union any concern it has regarding the designation of a particular steward(s).
- ii. The Union and the District shall engage in good faith conversation to address the concern(s) raised by the District.
- iii. The Union will provide the Employer with a written list of its steward(s) and will notify the Employer of any changes.
- iv. The steward(s) shall perform his or her functions during working hours as long as they are exercised in such a way so as not to disrupt the Employer's operations, upon requesting and receiving approval of the supervisor. Such approval shall not be unreasonably withheld.

## ARTICLE VIII

### SENIORITY

“System-wide seniority” shall mean the length of continuous service with the Employer. A seniority list shall be prepared by the Employer and maintained by the Employer. The date of hire for purposes of system-wide seniority determination shall be the date hired by the Employer. The date of hire shall be used as the employee’s system-wide seniority date for purpose of promotion, transfer, layoff, vacation when seniority is a determining factor, in addition, system-wide seniority will be used for any other employment situation where seniority is a determining factor for employees, unless otherwise specified in the Agreement. Employees hired prior to the execution date of this Agreement shall maintain their currently recognized date of hire for system-wide seniority purposes.

## ARTICLE IX

### BULLETIN BOARDS

- 9.1 The Employer will provide the Union with one bulletin board at every field station and physical location where employees normally perform their duties. These bulletin boards will be used solely by the Union for posting Union notices of a businesslike, non-inflammatory nature.
- 9.2 All notices posted on these bulletin boards shall be reviewed, signed and dated by the Union Business Manager or his Designee and a Bureau Chief of Field Operations and Land Management before they are posted. Postings may be e-mailed to a Bureau Chief of Field Operations and Land Management who shall review, sign and date each posting with no unreasonable delay and, in every case, within 48 hours of delivery; postings will be returned to the Union's Business Manager or his Designee in the manner received.
- 9.3 The Union's Business Manager or his Designee shall check all bulletin boards regularly to ensure that only authorized materials are posted on the bulletin boards. Upon seeing unauthorized materials posted on a bulletin board or receiving notice that such materials are posted on a bulletin board, the Union's Business Manager or his Designee shall cause such unauthorized postings to be removed immediately from the bulletin board. Additionally, a Bureau Chief of Field Operations and Land Management Director or his Designee may remove unauthorized postings from the bulletin board. The Union shall be notified immediately when a posting is removed from the bulletin board by the District.

## ARTICLE X

### SAFETY

- 10.1 The District and the Union shall establish a Safety Committee for the sole purpose of identifying and discussing safety concerns and formulating recommended ameliorative strategies.
- a. The Safety Committee shall consist of the Bureau Chief of Human Resources or Designee, a District Safety Professional and six (6) additional members, three (3) of whom shall be designated by the Union and three (3) of whom shall be designated by the District.
  - b. The Safety Committee shall meet at least quarterly during normal working hours to facilitate its intended purpose unless business exigencies, most particularly pumping orders, demand that a meeting be rescheduled. The Bureau Chief of Human Resources or Designee shall be the only employee who may reschedule a meeting due to business exigencies.
  - c. The Bureau Chief of Human Resources or Designee shall serve as Chairman of the Safety Committee and shall vote, only, if the Safety Committee is unable to reach a majority as to any recommended ameliorative strategy. The Safety Professional shall serve in a non-voting capacity as an internal consultant and advisor as to the District's current rules, policies and practices pertaining to safety and health. Each of the six (6) designated members shall have one vote each.
  - d. The Division Director of Field Operations and Land Management shall consider each of the Safety Committee's recommended ameliorative strategies for implementation.
- 10.2 The provisions of this Article shall not be construed as a waiver of bargaining rights.

## ARTICLE XI

### RETIREMENT BENEFITS

Employees shall continue to participate in the Florida Retirement System. Absent changes imposed by the Florida Legislature to the FRS System, there shall be no changes to employee retirement benefits.

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ARTICLE XII

HEALTH INSURANCE

12.1 For calendar 2022, the District will absorb any premium increases such that the employee contribution is the same as in calendar 2021.

12.2 The District agrees to reopen this Article on October 1, 2022, to discuss employee premium increases.

12.3 For the duration of this Agreement, the Employer will continue to provide health insurance for employees in keeping with such plans available to other District personnel and, at a minimum, shall make contributions to employee health insurance in keeping with the contributions it makes for other non-managerial District personnel.

ARTICLE XIII

HOLIDAYS

- 13.1 District holidays will be administered consistent with District policies, procedures and Field Operations and Land Management practices.

ARTICLE XIV

WAGES

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5 14.1 The District shall give each eligible bargaining unit member a one-time  
6 Executive Director Award of Excellence in the amount of \$1,000 net. For  
7 these purposes, an eligible bargaining unit member is a bargaining unit  
8 member who is employed as of August 23, 2021.

9  
10 14.2 The District agrees to reopen this Article on October 1, 2022, to discuss  
11 additional one-time general increases for bargaining unit members.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement will commence on October 8, 2020 and will remain in effect until September 30, 2023.

 Union  
 District

## ARTICLE XVI

### SAVINGS CLAUSE

- 16.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid or unlawful by any court action or by reason of any existing or subsequently enacted legislation, or State or Federal rule or regulation or Administrative Agency action, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 16.2 In the event any provision of this Agreement, or the application of such provision should be rendered or declared invalid as described in 26.1 above, the District and the Union will, as soon as practical, meet to determine whether a replacement provision is necessary. If the Parties mutually agree that a replacement provision is necessary, the provision shall be prepared in keeping with the requirements of Article 25 of this Agreement.

## ARTICLE XVII

### APPENDICES AND AMENDMENTS

- 17.1 Issues neither foreseen nor addressed during these negotiations and not included in this Agreement may be addressed by the Parties and included as an amendment by a mutually agreed Memorandum of Understanding (“MOU”). The form of the MOU shall be as set forth in Appendix 2 of this Agreement.
- 17.2 All appendices and amendments to this Agreement shall be numbered, dated and signed by the Parties, shall become part of this Agreement, and shall be subject to all provisions of this Agreement.

## ARTICLE XVIII

### SICK LEAVE

For the duration of this Agreement, the Employer will continue to provide sick leave for bargaining unit employees in keeping with such plans available to other non-managerial District personnel.

## ARTICLE XIX

### ANNUAL LEAVE

For the duration of this Agreement, the Employer will continue to provide annual leave for bargaining unit employees in keeping with such plans available to other non-managerial District personnel.

## APPENDICES

<u>Appendix</u>	<u>Description</u>
1	Grievance Form
2	Memorandum of Understanding Form

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SIGNATURE PAGE

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from its ratification until its expiration date of September 30, 2023, or otherwise until a successor Agreement is ratified by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the dates noted below.

FOR SOUTH FLORIDA WATER MANAGEMENT DISTRICT



---

Drew Bartlett, Executive Director

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS  
487, 487-A, 487-B, AND 487-S



---

Mark Schaunaman  
Business Manager

**MEMORANDUM OF UNDERSTANDING**

**M.O.U. Number: 10.08.2020**

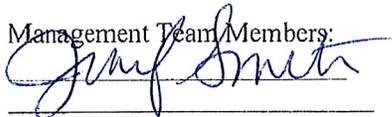
**Contract Article:** N/A

**Contract End Date:** September 30, 2023

**Effective Date:** Upon Ratification of Collective Bargaining Agreement

The Big Cypress Basin, Fort Lauderdale and Okeechobee Pump Station has adopted and currently practices the same staffing schedule as the West Palm Beach and Clewiston Pump Stations, which entails some staff working Monday through Thursday, and others working Tuesday through Friday. The determination as to who will work Monday through Thursday or Tuesday through Friday is made at the field station level and is based on operational need. This schedule will consist of 10- hour day shifts working 4 days per week.

Attachment:

Management Team Members:  
  
\_\_\_\_\_

Date of Signatures:  
10/12/20  
\_\_\_\_\_

Union Members:  
  
\_\_\_\_\_

Date of Signatures:  
10/5/20  
\_\_\_\_\_

Grievance Form<sup>1</sup>

Contract Period  
10/8/2020 to 9/30/2023

*Step 1: The aggrieved employee shall present any grievance orally to his or her immediate supervisor within three (3) working days of the matter causing the complaint. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. It is expected that most matters can be resolved at Step 1.*

*Step 2: If the employee is not satisfied with the results of the oral discussion with his or her immediate supervisor, the grievance may be presented in writing on this grievance form to the immediate supervisor within two (2) working days following the initial oral discussion. The immediate supervisor shall render his or her decision, in writing, within three (3) working days of receipt of the grievance form.*

Date presented to Supervisor: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Date of written response as to disposition of grievance from Supervisor to the Grievant: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

\_\_\_\_\_  
Date of Grievance

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Signature of Grievant

Grievance:

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

<sup>1</sup> Any time frame specified in this process may be extended upon mutual agreement of the Parties.

Describe the facts giving rise to the grievance:

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This complaint involves the interpretation or application of the following Article or Articles (specify sections):

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*Step 3: If the grievance is not resolved in Step 2, the employee may, within five (5) working days of receipt of the immediate supervisor's written decision, submit the written grievance to the employee's Assistant Superintendent/Field Operations & Maintenance Supervisor. If the employee's immediate supervisor is also the Assistant Superintendent/Field Operations & Maintenance Supervisor, the employee may proceed to Step 4.*

*The Assistant Superintendent/Field Operations & Maintenance Supervisor shall confer with the employee's immediate supervisor and with the employee, and shall investigate as he or she deems necessary to resolve the grievance. Within five (5) working days of the receipt of the written grievance, the Assistant Superintendent/Field Operations & Maintenance Supervisor shall then conduct a meeting with the employee, the supervisor, and any other relevant persons concerning the grievance. The Assistant Superintendent/Field Operations & Maintenance Supervisor shall give the employee a written decision on the grievance within two (2) working days of the meeting.*

Date written grievance to employee's Assistant Superintendent/Field Operations & Maintenance Supervisor: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Assistant Superintendent/Field Operations & Maintenance Supervisor's Signature: \_\_\_\_\_

Date written response received by Grievant: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Assistant Superintendent/Field Operations & Maintenance Supervisor's Signature: \_\_\_\_\_

*Step 4: If the Assistant Superintendent/Field Operations & Maintenance Supervisor has not resolved the grievance at Step 3, the employee may forward the written grievance to the Superintendent within three (3) working days of receipt of the Assistant Superintendent/Field Operations & Maintenance Supervisor's written decision.*

*The Superintendent shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Superintendent shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.*

Date Grievant filed grievance with Superintendent: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

Date Grievant met with Superintendent to resolve grievance: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

Date of written response as to disposition of grievance from the Superintendent to the Grievant: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

*Step 5: If the Superintendent has not resolved the grievance at Step 4, the employee may forward the written grievance to the Bureau Chief within three (3) working days of receipt of the Superintendent's written decision.*

*The Bureau Chief shall meet with the aggrieved employee within seven (7) working days after the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Bureau Chief shall furnish a copy of his or her decision to the aggrieved employee within five (5) working days after the meeting.*

Date Grievant filed grievance with Bureau Chief: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Bureau Chief's Signature: \_\_\_\_\_

Date Grievant met with Bureau Chief to resolve grievance: \_\_\_\_\_  
Grievant's Signature: \_\_\_\_\_  
Bureau Chief's Signature: \_\_\_\_\_

Date of written response as to disposition of grievance from the Bureau Chief to the Grievant: \_\_\_\_\_  
Grievant's Signature: \_\_\_\_\_  
Bureau Chief's Signature: \_\_\_\_\_

*Step 6: Within seven (7) days of receiving the Bureau Chief's response, the grievant shall notify the Bureau Chief of an intent to arbitrate the grievance.*

Date Grievant notified Bureau Chief of intent to arbitrate grievance: \_\_\_\_\_  
Grievant's Signature: \_\_\_\_\_  
Union Representative's Signature/Assent to Arbitrate: \_\_\_\_\_  
Bureau Chief's Signature/Assent to Arbitrate: \_\_\_\_\_

Date list of five (5) qualified Arbitrators received: \_\_\_\_\_  
Union Representative's Signature: \_\_\_\_\_  
Bureau Chief's Signature: \_\_\_\_\_

Date Arbitrator selected from list: \_\_\_\_\_  
Name of Arbitrator selected from list: \_\_\_\_\_  
Union Representative's Signature: \_\_\_\_\_  
Bureau Chief's Signature: \_\_\_\_\_

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Jennifer Leeds, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** Tentatively Selected Plan for the Western Everglades Restoration Project

### **Agenda Item Background:**

The Western Everglades Restoration Project (WERP) Tentatively Selected Plan (TSP) proposes to use a series of active and passive water management features and water quality features to reestablish sheetflow into Big Cypress National Preserve (BCNP) and WCA-3A. The TSP will maintain existing levels of flood protection and ensure that inflows to the North and West Feeder canals meet applicable water quality standards. Two Stormwater Treatment Areas (STAs) totaling approximately 7,500 acres are included in the plan to treat water in the Feeder Canal Basin prior to flowing downstream. Approximately 25 miles of canals will be backfilled, 15 miles of levees degraded, and multiple water-control structures, culverts, and weirs will improve conveyance. The TSP will reestablish ecological connectivity of wetland and upland habitats in BCNP and WCA3A with restored freshwater flow paths, seasonal hydroperiods, and historic distributions of sheetflow. Low nutrient conditions to reestablish and sustain native flora and fauna will also be restored. Re-establishing the hydrology will reduce wildfires that damage the underlying geomorphic condition of the western Everglades and will promote system-wide resilience considering future change, such as sea level rise and climate change.

Planning efforts were initiated in August 2016, under USACE's planning paradigm to develop a final plan, known as the Project Implementation Report and Environmental Impact Statement (PIR/EIS), for Congressional authorization. District staff requests Governing Board support on the proposed TSP for the WERP. Once the TSP is approved, the draft PIR/EIS will be released in September for agency and public review. The final PIR/EIS will be available for review in August 2023 followed by completion of the Chief's Report and submittal to Congress for authorization in the federal Water Resources Development Act of 2024.

### **Core Mission and Strategic Priorities:**

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Jennifer Leeds, [jleeds@sfwmd.gov](mailto:jleeds@sfwmd.gov), 561-682-6088  
Joanna Weaver, [joweaver@sfwmd.gov](mailto:joweaver@sfwmd.gov), 561-682-6900

### **ATTACHMENTS:**

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Alan Shirkey, Ecosystem Restoration & Capital Projects

**DATE:** July 14, 2022

**SUBJECT:** Change Order Adding a Graded Filter to the C-640 Canal, Palm Beach County

### **Agenda Item Background:**

As part of the Central Everglades Planning Project (CEPP), the EAA A-2 Stormwater Treatment Area project will build approximately 6,500 acres of Stormwater Treatment Area (STA) including embankments, canals, pump stations, and control structures. This project, together with the currently under construction Inflow / Outflow Canal Project, completes the EAA STA, advanced to expedite construction of the overall EAA Reservoir Project. The Project will reduce the volume of damaging discharges from Lake Okeechobee to the coastal estuaries for flood protection purposes and provide storage, treatment and conveyance for an average of 370,000 acre-feet of additional water to the Southern Everglades each year.

The USACE requested that the District widen, deepen and install a graded filter within the C-640 Canal. The C-640 is the STA's inflow canal located on its eastern boundary and will also perform as the Reservoir's seepage canal. The graded filter is a required Reservoir design feature intended to prevent backward erosion piping. Building the filter now prevents the STA cells from having to be taken offline during the construction of the Reservoir project. This change involves clearing, grubbing and de-mucking a stockpile area; refurbishing existing haul roads to facilitate material delivery; re-leveling a previously blasted area then drilling, blasting and excavating the C-640 Canal to the new design grades; and installing the graded filter along the canal bottom and eastern side slope of the C-640 Canal.

### **Core Mission and Strategic Priorities:**

The EAA A-2 Stormwater Treatment Area project supports the District's core mission of Ecosystem Restoration.

### **Funding Source:**

### **Staff Contact and/or Presenter:**

Alan Shirkey, ashirkey@sfwmd.gov, 561-682-2579

### **ATTACHMENTS:**

[Resolution No. 2022-0712](#)

[Backup Document](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to authorize a change order to the contract with Phillips & Jordan, Inc. to add a graded filter along the C-640 Canal, a required A2 Reservoir feature, in the amount of \$84,987,751.30, for which \$8,000,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004380)**

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize a change order to the contract with Phillips & Jordan, Inc. to add a graded filter along the C-640 Canal, a required A2 Reservoir feature, in the amount of \$84,987,751.30.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes a change order to the contract with Phillips & Jordan, Inc. to add a graded filter along the C-640 Canal, a required A2 Reservoir feature, in the amount of \$84,987,751.30. (Contract No. 4600004380)

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 14<sup>th</sup> day of July, 2022.

# EAA A-2 Stormwater Treatment Area

## Change Order No. 3

Alan Shirkey, P.E.  
Bureau Chief, Engineering & Construction  
South Florida Water Management District  
Governing Board  
July 14, 2022



# Location

Miami Canal

EAA

North New River

C-640 Canal

A-2 STA

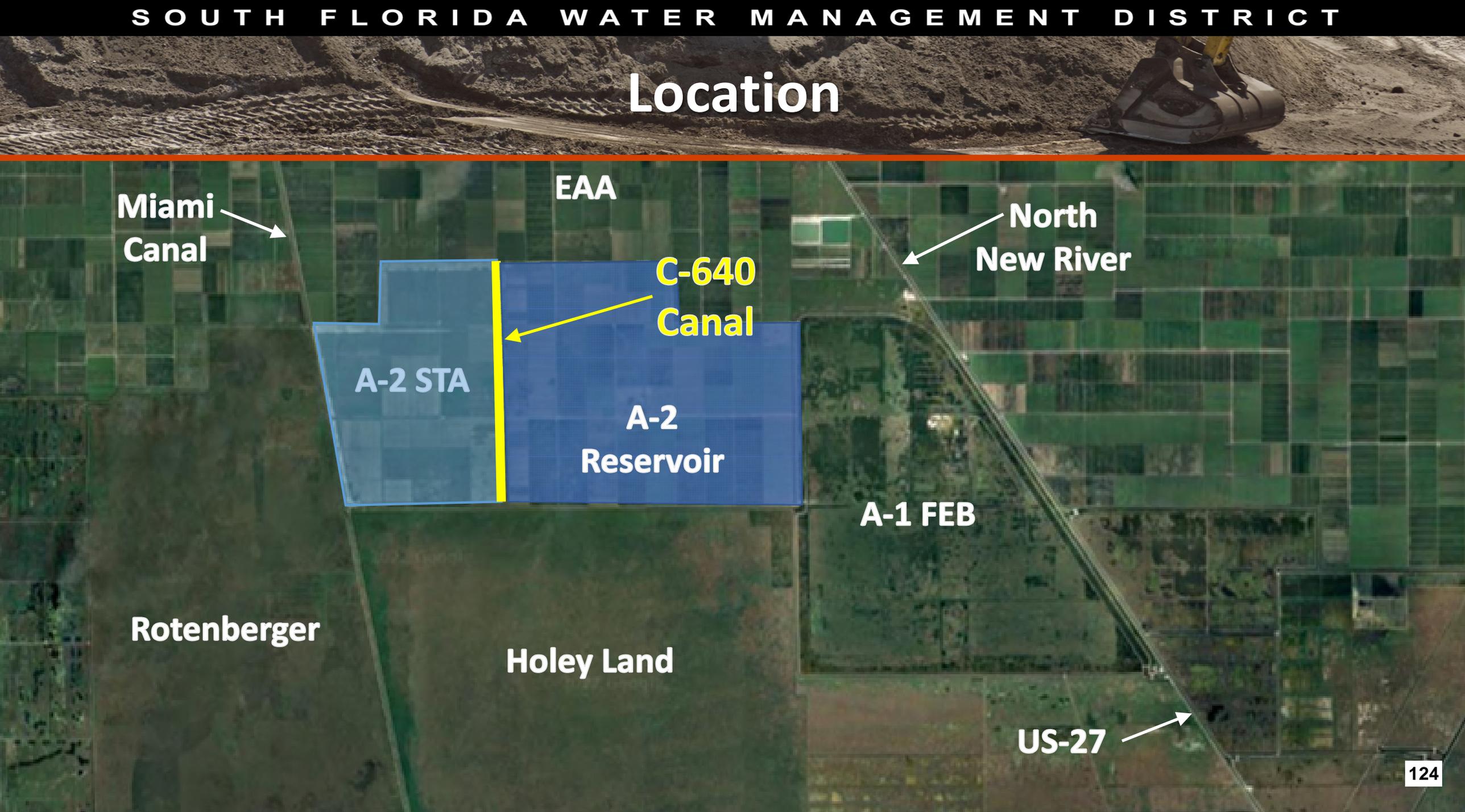
A-2 Reservoir

A-1 FEB

Rotenberger

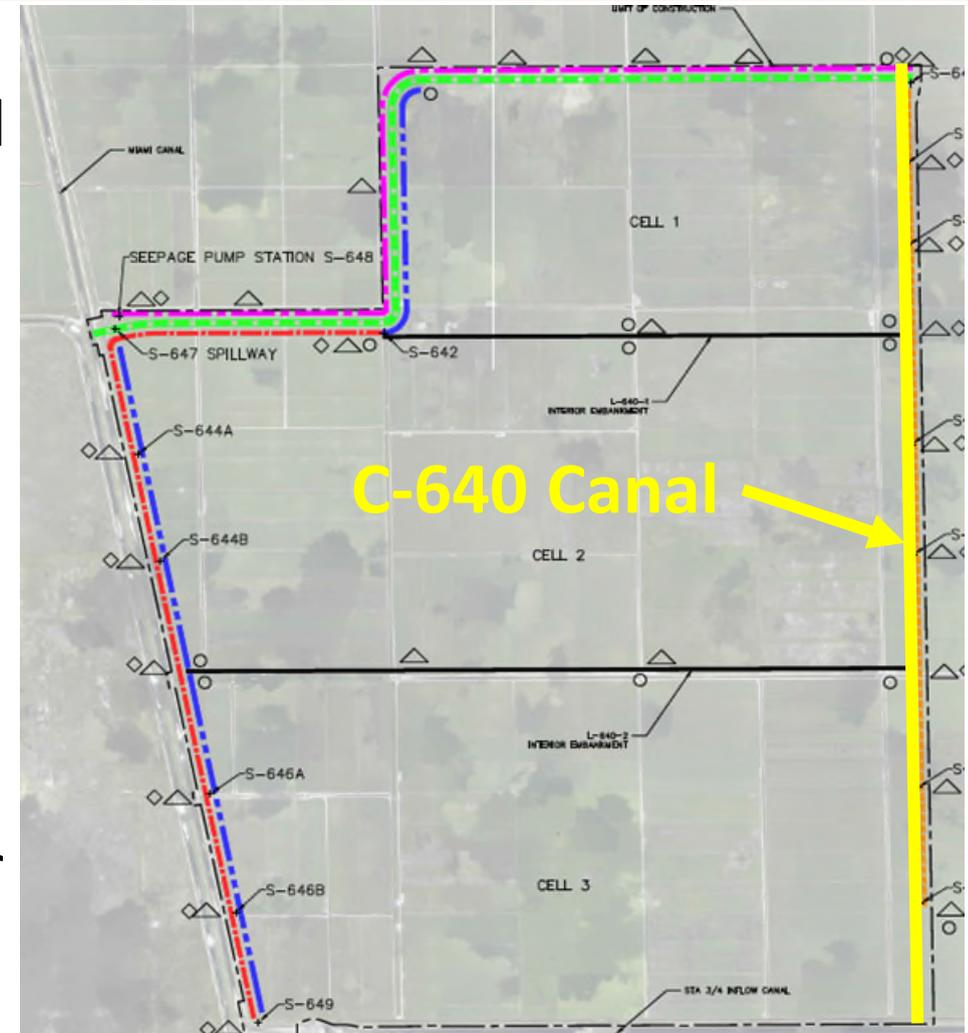
Holey Land

US-27



# Background

- The C-640 is the STA's inflow canal located on its eastern boundary and will also perform as the Reservoir's seepage canal.
- The USACE requested we build this feature to reduce future STA impacts.
- The graded filter is a required Reservoir design feature intended to prevent backward erosion piping.
- Building the filter now prevents the STA cells from having to be taken offline during the construction of the Reservoir project.



# Scope

- Widen, deepen and install a graded filter within the C-640 Canal.
- Clearing, grubbing and de-mucking a stockpile area
- Refurbishing existing haul roads to facilitate material delivery
- Re-leveling a previously blasted area then drilling, blasting and excavating the C-640 Canal to the new design grades
- Installing the graded filter along the canal bottom and eastern side slope of the C-640 Canal



## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Candida Heater, Administrative Services, Finance Bureau

**DATE:** July 14, 2022

**SUBJECT:** Fiscal Year 2022-2023 Proposed Tentative Budget and Submission of Proposed Millage Rates

### **Agenda Item Background:**

Pursuant to Section 373.536, Florida Statutes, the District shall, on or before July 15 of each year, submit for consideration by the Governing Board a tentative budget.

Pursuant to Section 200.065, Florida Statutes, the District shall, on or before August 4 of each year, advise each county property appraiser within the boundaries of the District of its proposed millage rates for inclusion in the notice of proposed property taxes.

### **Core Mission and Strategic Priorities:**

#### **Additional Item Background:**

Authorization to submit the Fiscal Year 2022-2023 proposed millage rates for TRIM (truth in millage) purposes by the Governing Board is a key milestone within the annual budget development cycle for statutory compliance.

To calculate millage rates, certified taxable values from all 16 counties are required. At this time staff has not received all 16 counties taxable values. This resolution provides Governing Board's authorization to submit the Fiscal Year 2022-2023 proposed millage rates at the rolled-back rate based on the certification of taxable values from all 16 county property appraisers within the District boundaries, when received. Staff will provide to the Governing Board and post on the Districts web site <https://www.sfwmd.gov/who-we-are/open-government/budget-finance> for the public the calculated rates when all certified taxable values are received.

The county property appraisers will be notified of these rates for inclusion in the notice of proposed property taxes which is sent to each property owner by the Property Appraiser in each county within District boundaries.

### **Core Mission and Strategic Priorities:**

Certification of the proposed millage rates to county property appraisers for TRIM purposes is statutorily required under Chapter 200, Florida Statutes.

### **Funding Source:**

#### **Staff Contact and/or Presenter:**

Candida Heater, [cheater@sfwmd.gov](mailto:cheater@sfwmd.gov), 561-682-6486  
Julie Maytok, [jmaytok@sfwmd.gov](mailto:jmaytok@sfwmd.gov), 561-682-6027

**ATTACHMENTS:**

[Resolution No. 2022-0713](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 07XX**

**A Resolution of the Governing Board of the South Florida Water Management District to consider the Fiscal Year 2022-2023 proposed tentative budget update and authorize submittal of the Fiscal Year 2022-2023 proposed millage rates at the rolled-back millage rates to county property appraisers for inclusion in the notice of proposed property taxes; providing an effective date.**

**WHEREAS**, Section 373.536, Florida Statutes, provides that on, or before, July 15 of each year, the Governing Board of the District shall receive for consideration a tentative budget; and

**WHEREAS**, Section 200.065, Florida Statutes, provides that the property appraiser shall certify to each taxing authority the taxable value within the jurisdiction of the taxing authority; and

**WHEREAS**, Section 200.065, Florida Statutes, provides that within 35 days from July 1, typically by August 4 of each year, each taxing authority shall advise each county property appraiser of its fiscal year proposed millage rates; and

**WHEREAS**, Section 193.023, Florida Statutes, provides that a county property appraiser may request and receive an approved extension for good cause shown or be required to recertify values beyond the initial July 1 statutory deadline, taxing authorities shall calculate or recalculate the millage rates contingent upon receipt of all certified or recertified values.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** Pursuant to Section 200.065, Florida Statutes, the millage rates for the District are to be calculated based on the certification of taxable values from all 16 county property appraisers within the District boundaries.

**Section 2.** The Governing Board of the South Florida Water Management District hereby authorizes submission of the Fiscal Year 2022-2023 proposed millage rates at the rolled-back millage rates to the property appraisers for inclusion in the notice of proposed property taxes:

**Section 3.** The Governing Board of the South Florida Water Management District hereby authorizes submission of the delayed or recalculated millage rates as the Fiscal Year 2022-2023 proposed millage rates at the rolled-back rates to the county property appraisers for inclusion in the notice of proposed property taxes when a county property appraiser recertifies values to the District beyond the initial July 1 statutory deadline.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 14<sup>th</sup> day of July, 2022.

## MEMORANDUM

**TO:** Governing Board Members  
**FROM:** , Executive Office  
**DATE:** July 14, 2022  
**SUBJECT:** Draft presentations for Agenda items 27, 28, 29, 30, and 31.

**Agenda Item Background:**

**Core Mission and Strategic Priorities:**

**Funding Source:**

**Staff Contact and/or Presenter:**

**ATTACHMENTS:**

[27 Mitnik Water Conditions Report](#)

[28 Glenn EcoCond Report](#)

[29 Leeds WERP](#)

[30 Shirkey EAA A2 STA C640](#)

[31 Heater FY2022-2023 Proposed Tentative Budget & Millage](#)

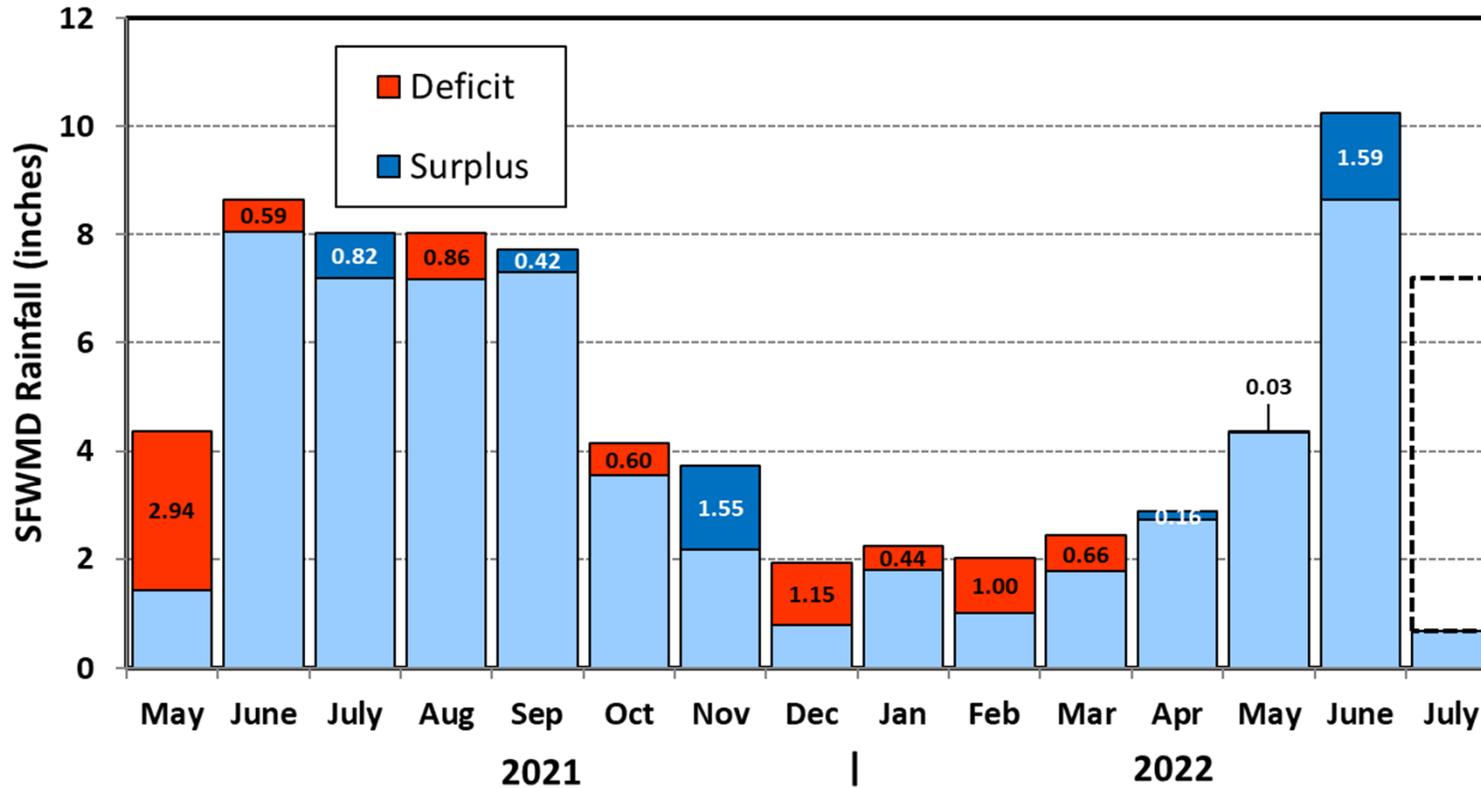
# Water Conditions Summary

**South Florida Water Management District  
Governing Board Meeting  
July 14, 2022**



**John P. Mitnik, PE**  
Chief District Engineer  
Assistant Executive Director

### SFWMD Rainfall Distribution Comparison (May 2021- July 2022)



### District Wide Average Rainfall

Month	Average (inches)
Jan	2.24
Feb	2.01
Mar	2.43
Apr	2.71
May	4.37
Jun	8.65
Jul	7.20
Aug	8.03
Sep	7.31
Oct	4.15
Nov	2.18
Dec	1.94

Wet Season

#### 2021 WET SEASON

- Late Start 05/28/2021, Ended 10/17/2021.
- Wet season deficits and surplus balanced out.
- Average overall.

#### 2021-2022 DRY SEASON

- Started 10/18/2021 and ended 5/12/2022.
- Dec 2021 to Mar 2022 all below average.
- April ended up slightly above average (106%).
- May was about average.

#### 2022 WET SEASON

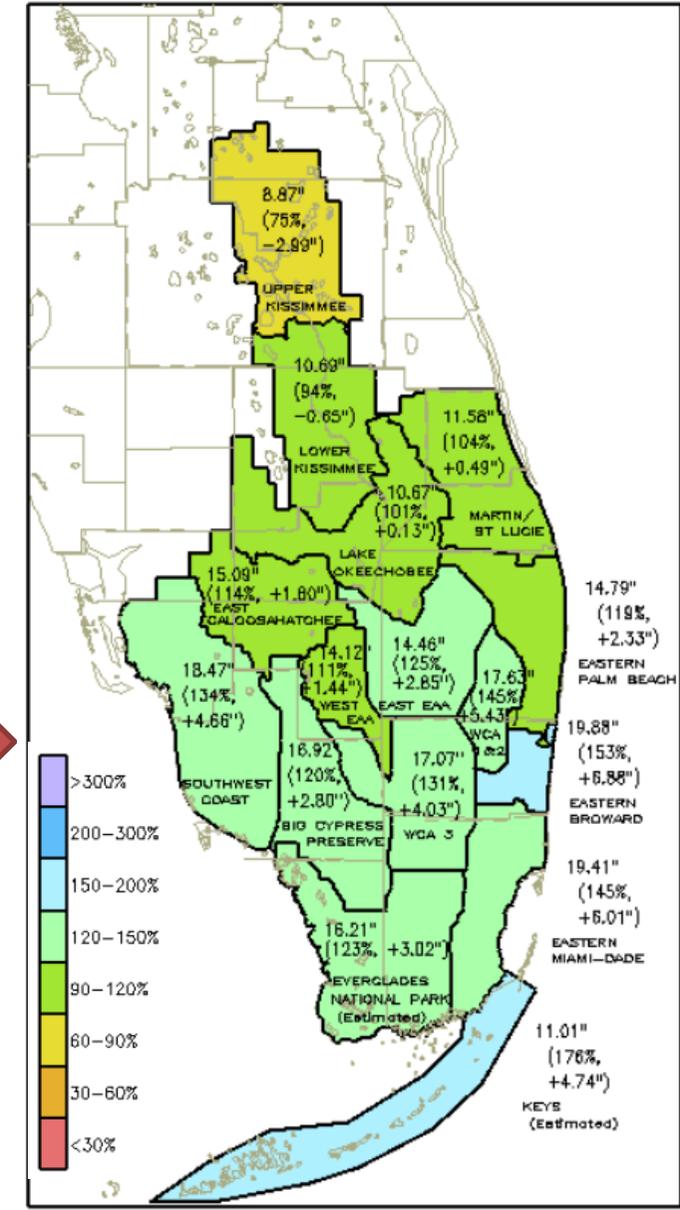
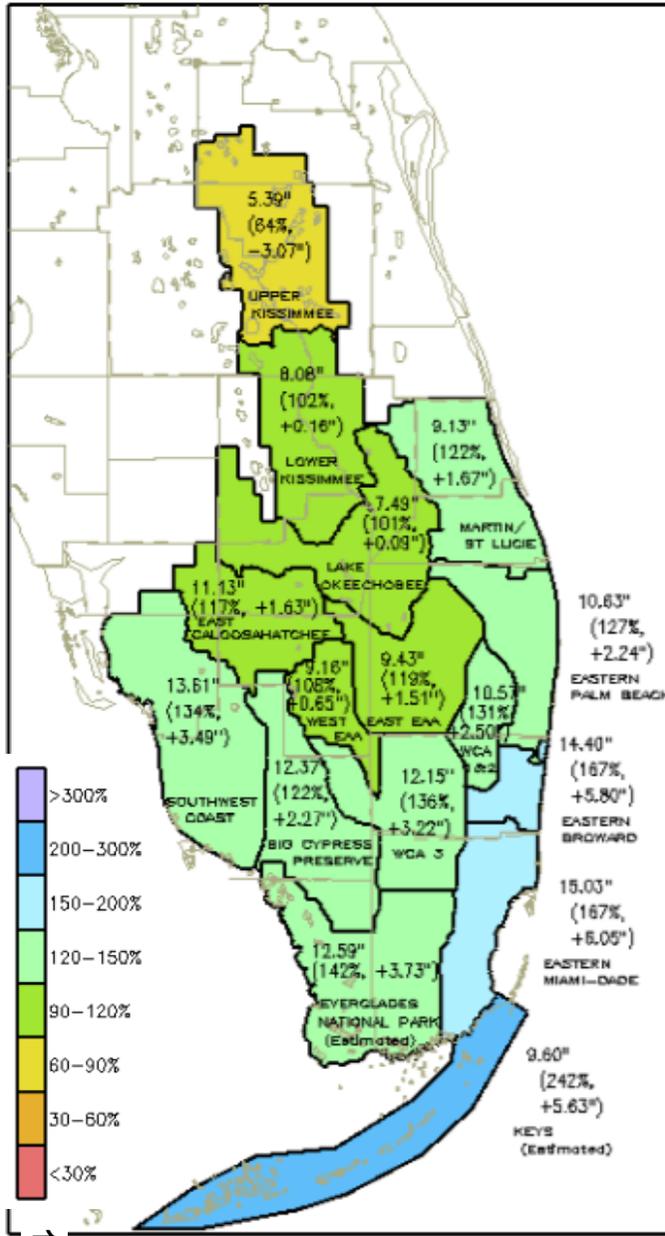
- Started 5/13/2022
- May rainfall was about average
- June was ~ 20% above average

## June 2022 Rainfall DISTRICT-WIDE: 10.32"

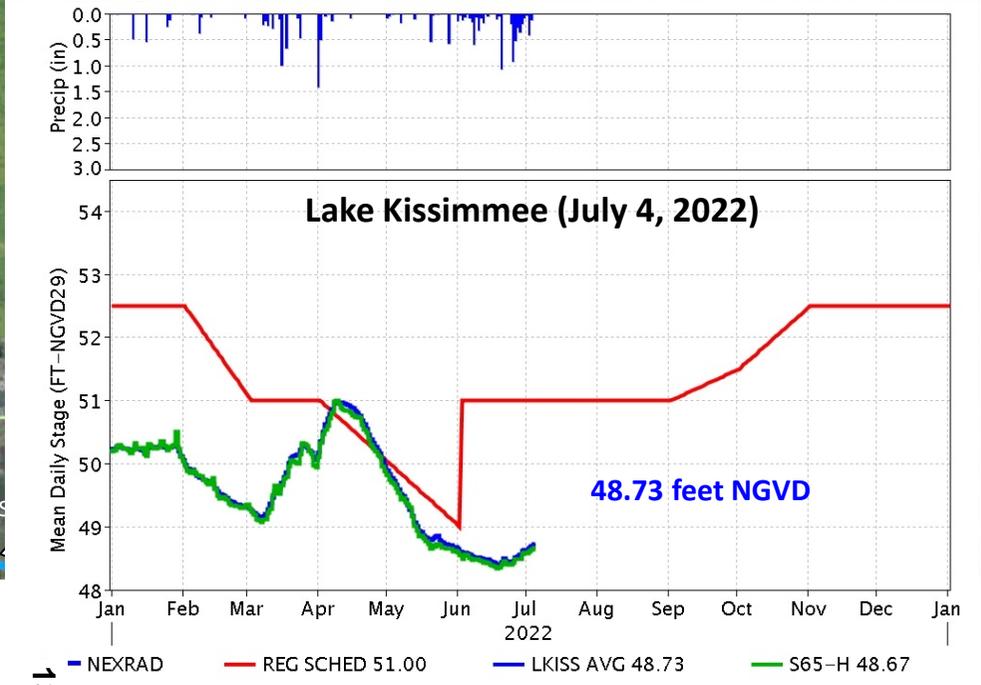
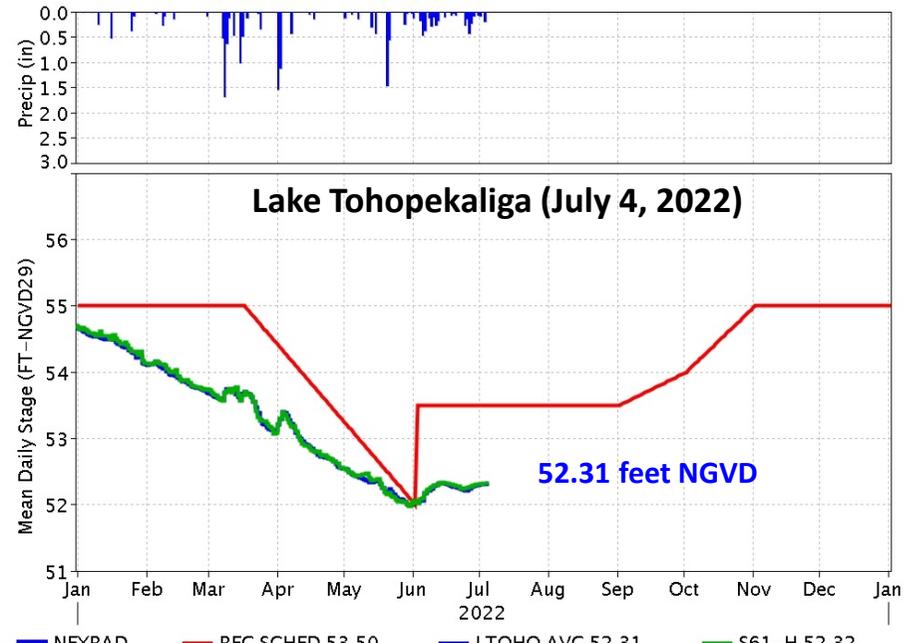
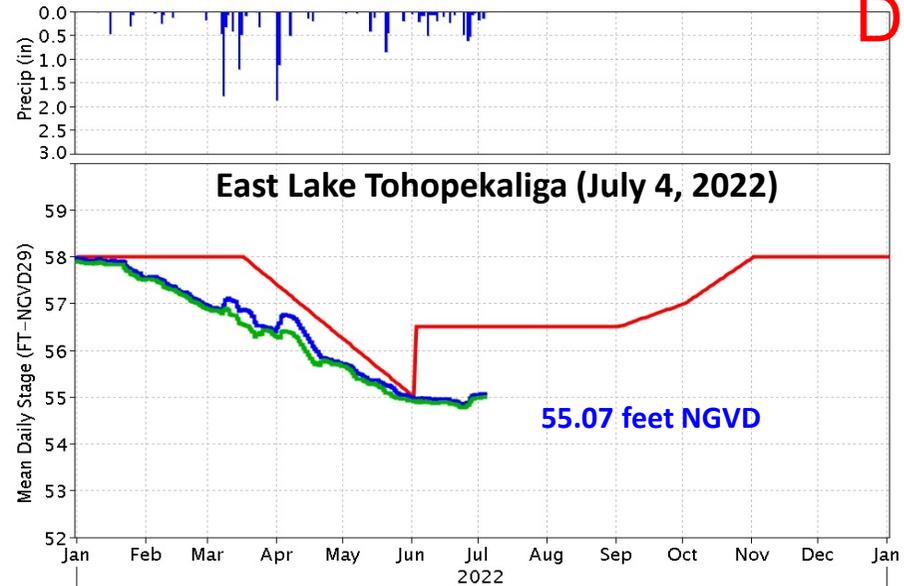
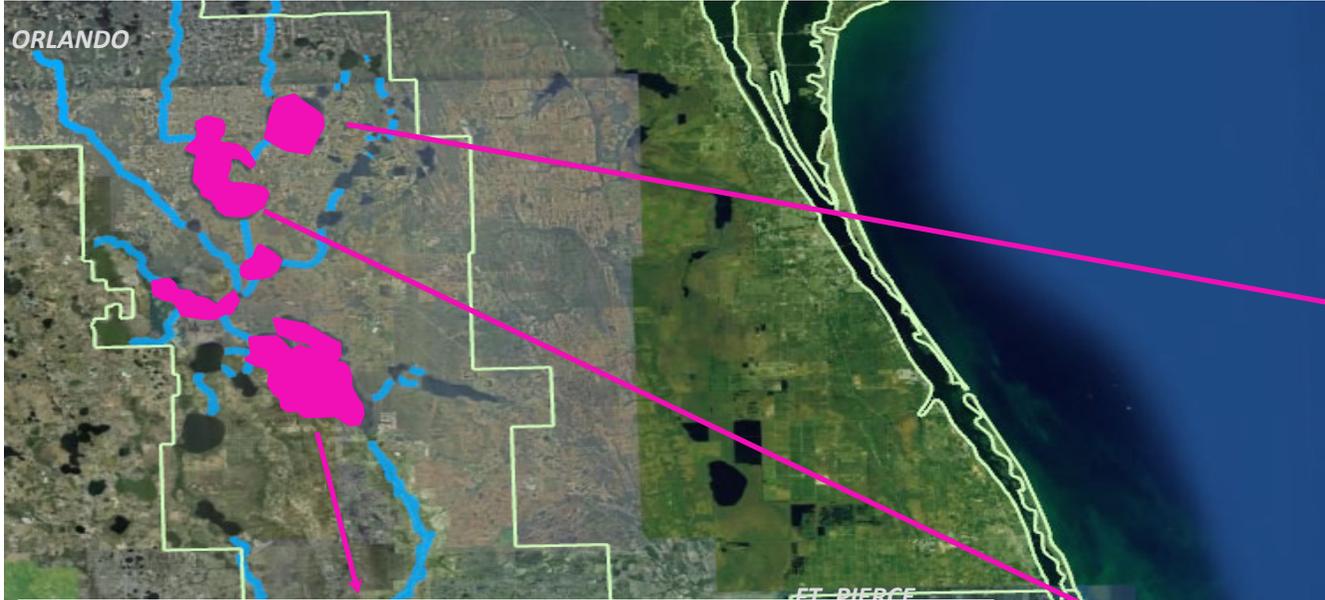
- 119% of average, 1.67" surplus.
- Eastern Broward and Eastern Miami-Dade have the highest percent above normal (167%).
- East Coast, West Coast and Everglades are the most favored with rainfall.
- Upper Kissimmee is the single area showing deficit of 3.07".

## Wet Season Rainfall May 13, 2022 to Present DISTRICT-WIDE: 14.40"

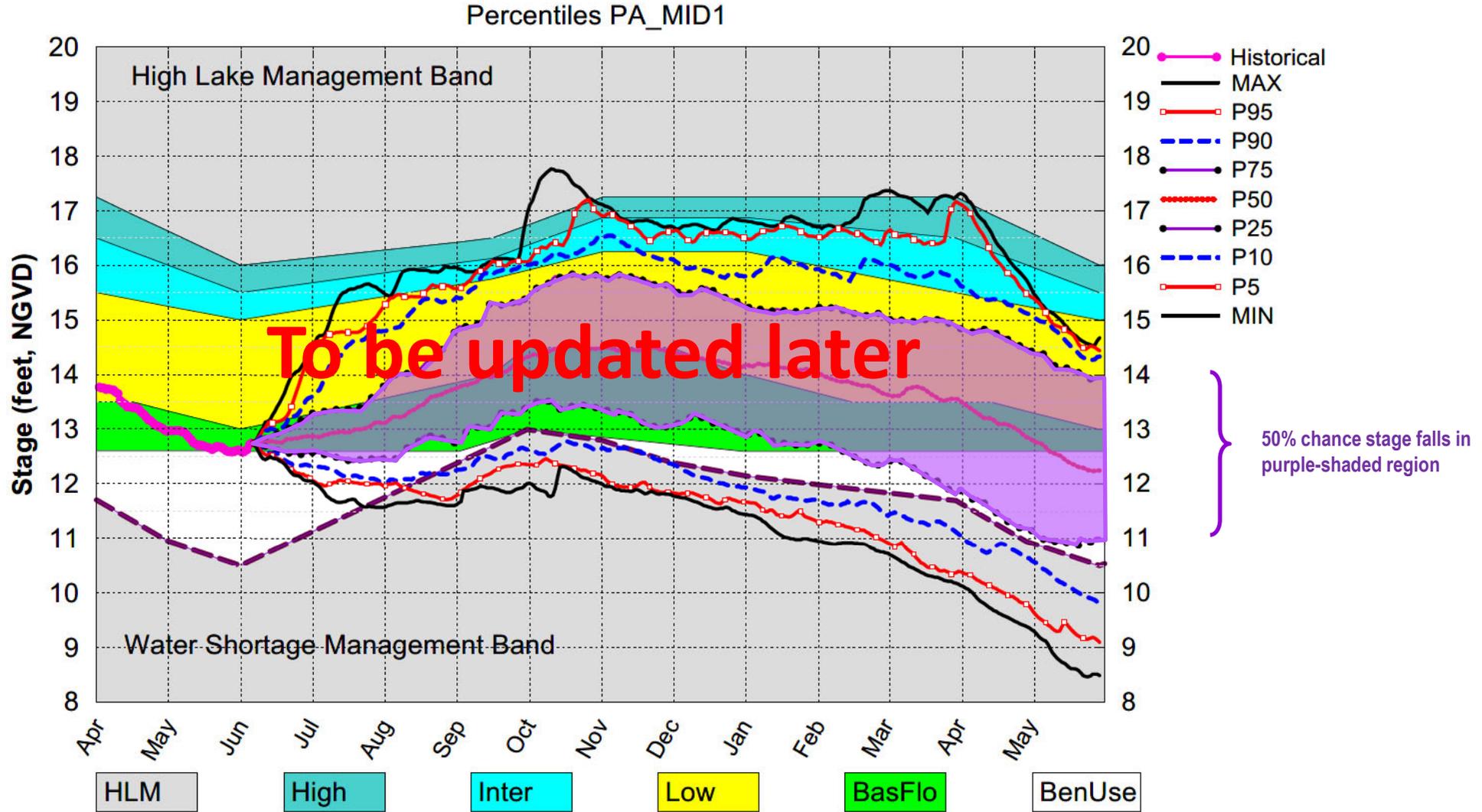
- 116% of average, 2.00" surplus.
- Large variability, 75% to 176% of normal.
- Largest surplus is at Eastern Broward, +6.88".
- Basin with largest deficit is Upper Kissimmee, with -2.99".



DRAFT

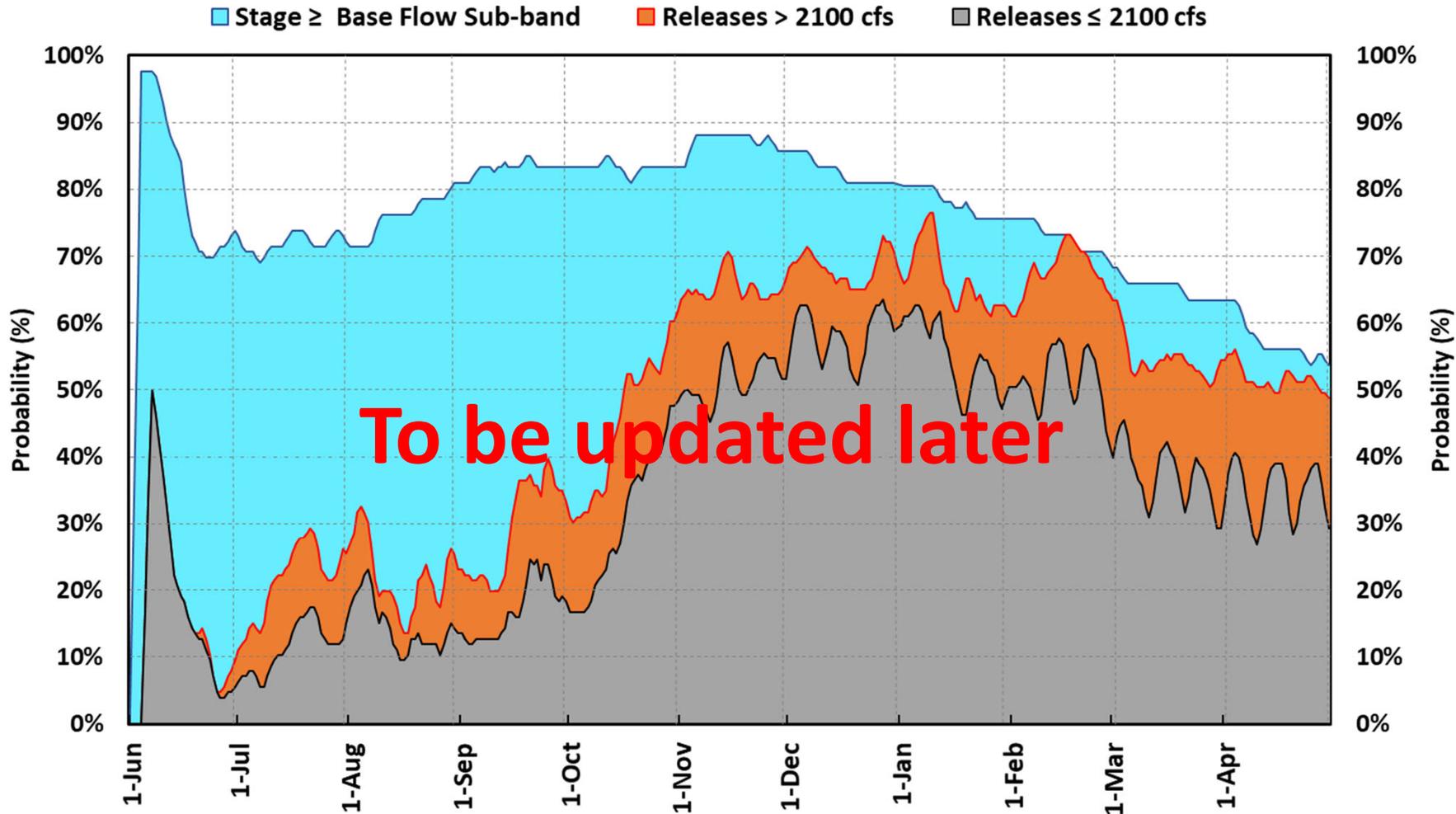


# Lake Okeechobee SFWMM June 2022 Position Analysis



(See assumptions on the Position Analysis Results website)

### June 2022 PA - Likelihood of Releases to the Caloosahatchee Estuary

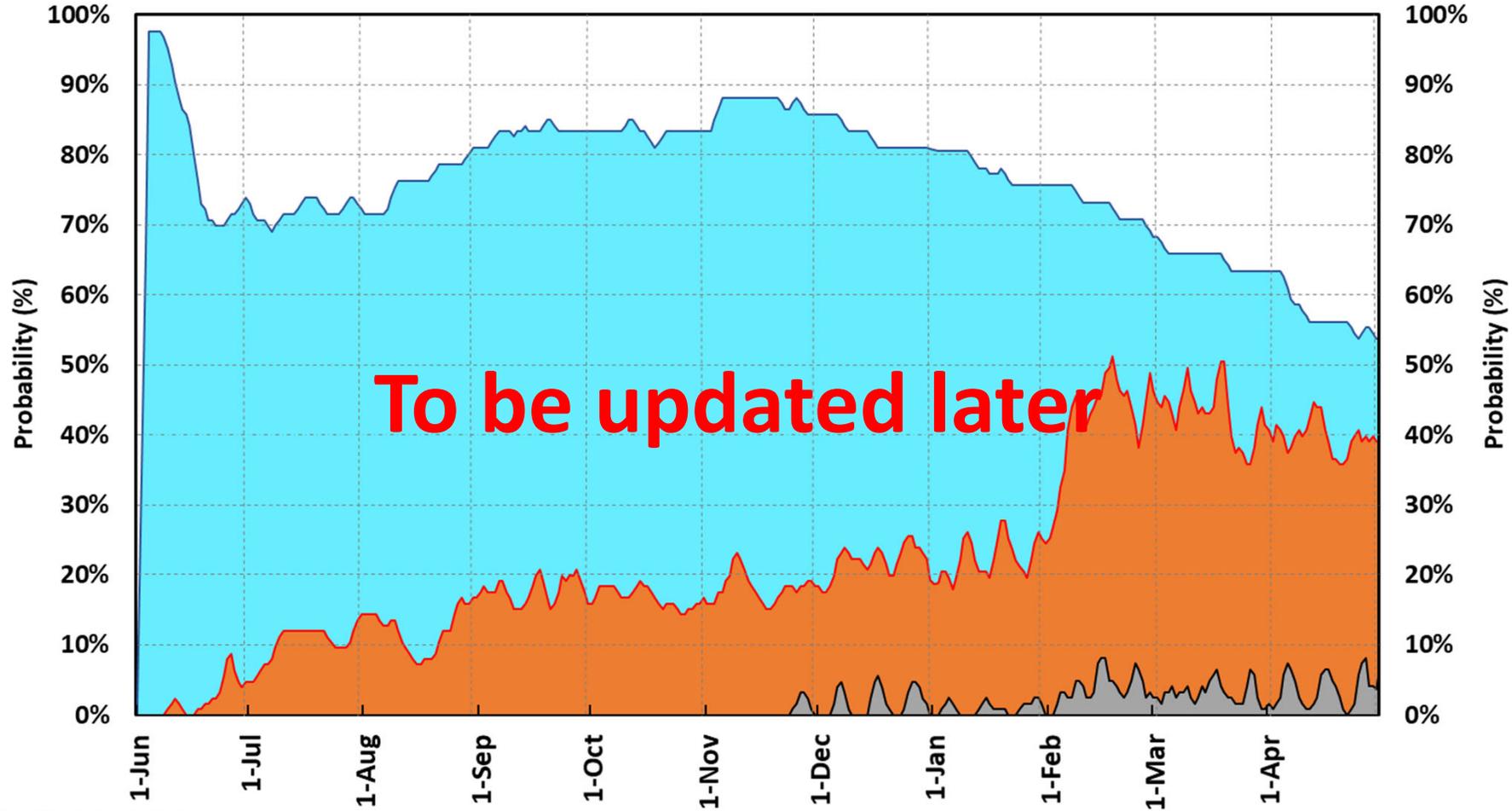


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To be updated later

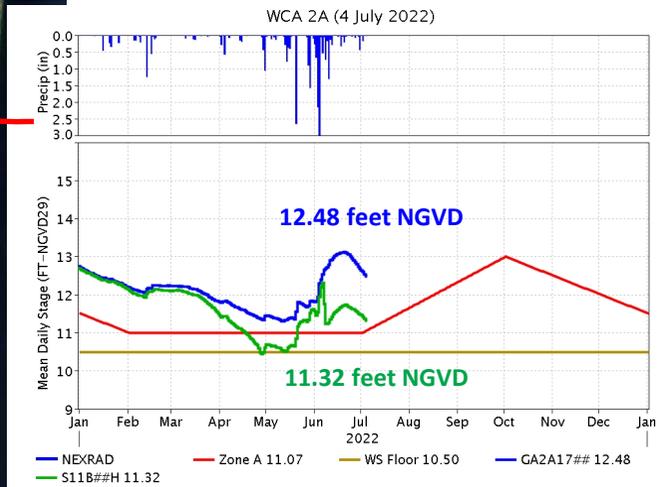
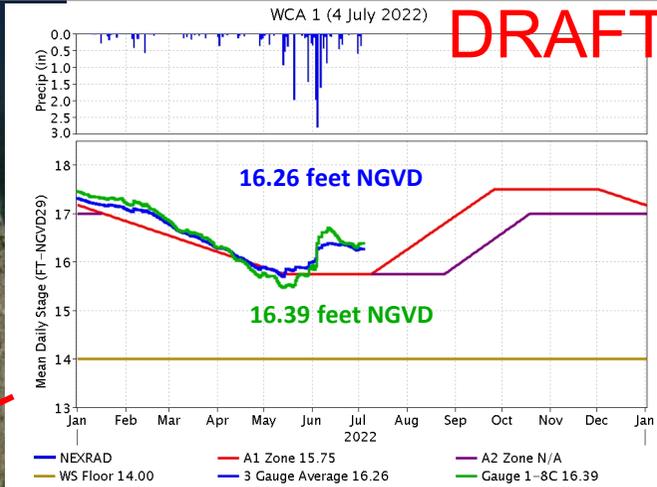
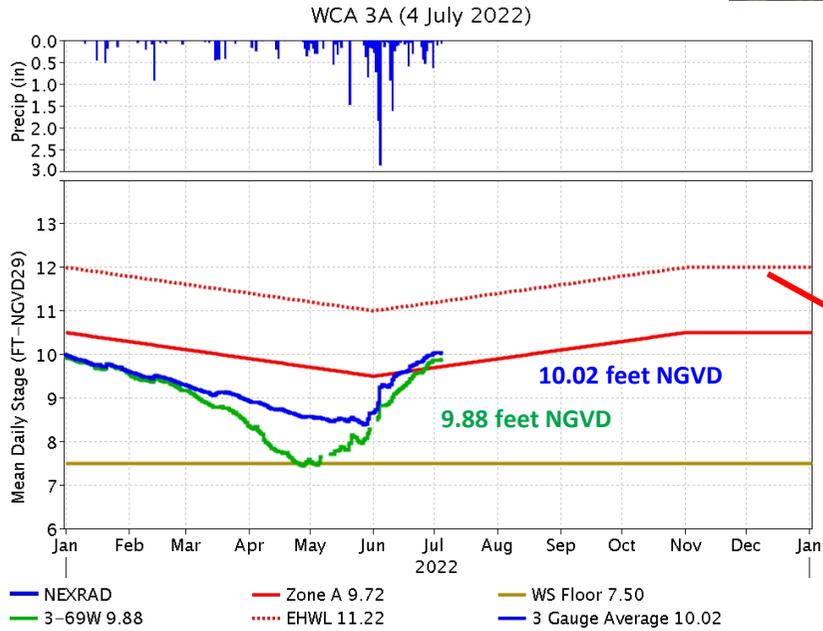
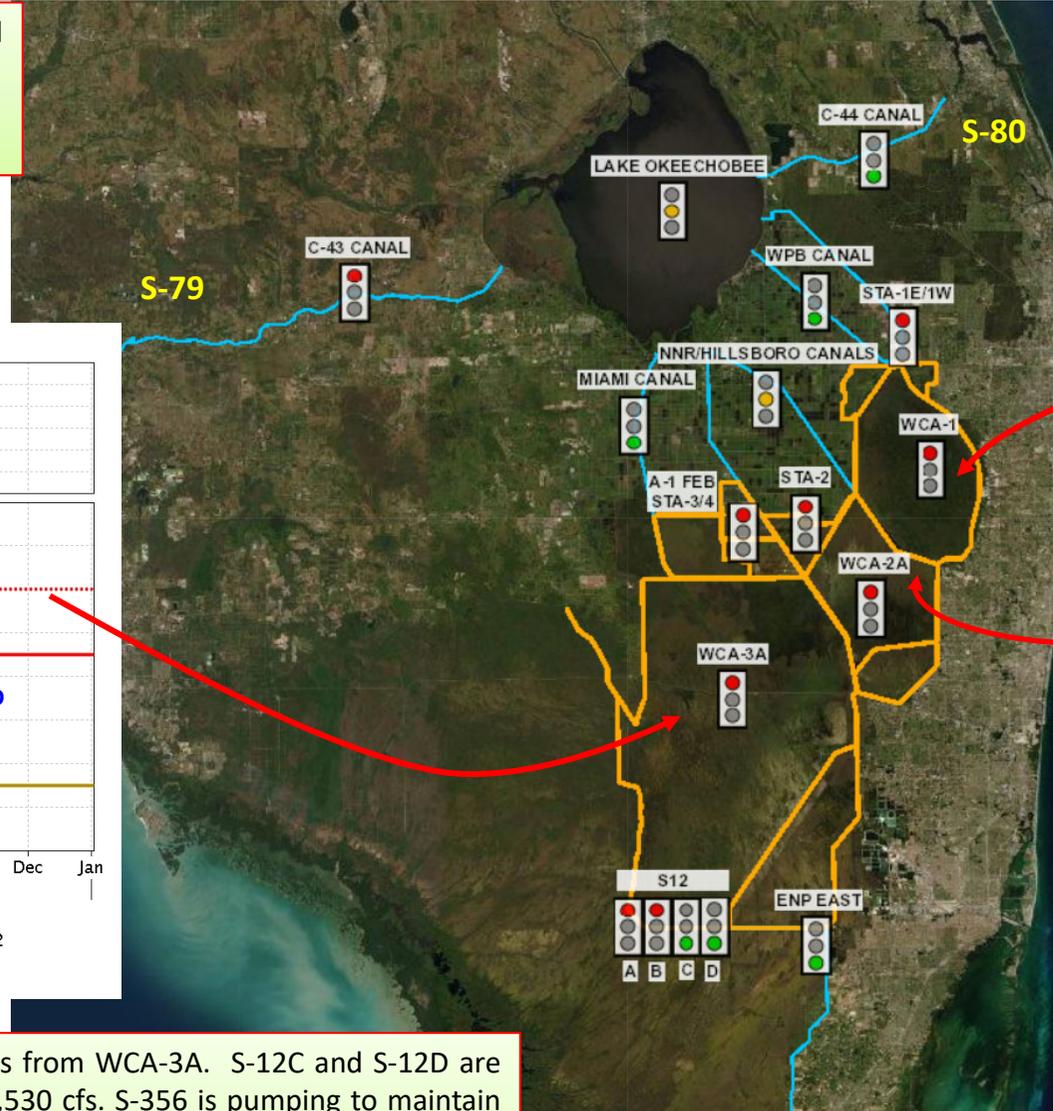
### June 2022 PA - Likelihood of Releases to the St. Lucie Estuary

■ Stage ≥ Base Flow Sub-band   ■ Releases > 200 cfs   ■ Releases ≤ 200 cfs



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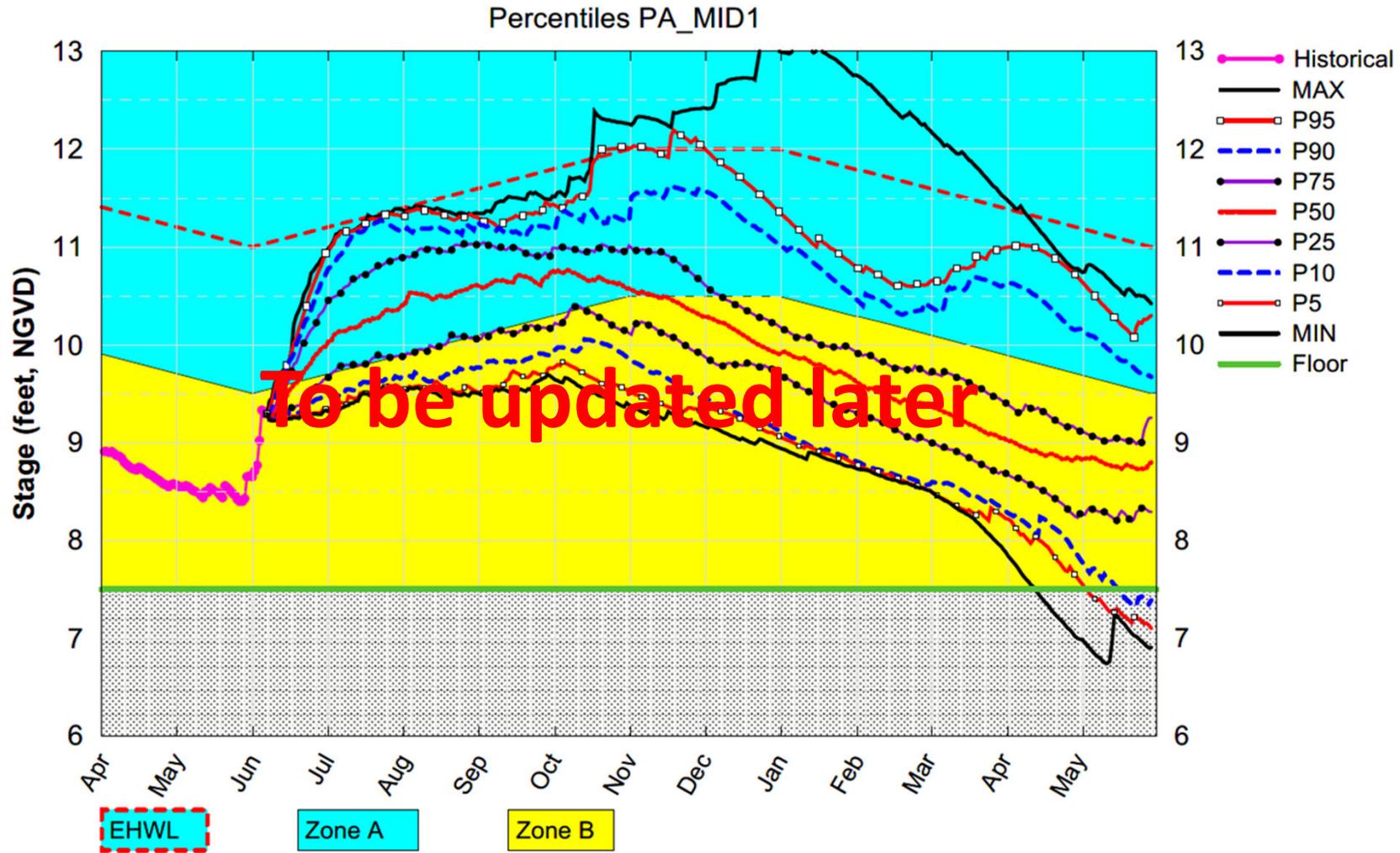
Lake Okeechobee stage has been in the Base Flow Sub-band of the LORS-2008 Regulation schedule. LORS release guidance suggests no releases to the WCAs, and up to 450 cfs at S-79 and up to 200 cfs at S-80.



The Tamiami Trail Flow Formula calls for maximum releases from WCA-3A. S-12C and S-12D are fully open. S-333 and S-333N are open passing a total of 1,530 cfs. S-356 is pumping to maintain canal stages in the L-31N within 5.5-5.8 ft NGVD. L-29 constraint is 8.5 ft-NGVD. S-332B and S-332C are secured and S-332D has been running all units. S-199 and S-200 are pumping. S-176 is closed, S-18C is open, and S-197 was open June 3 to June 24. LPG-2 stage has remained below ground. S-331 and S-357 have been pumping to maintain stages.

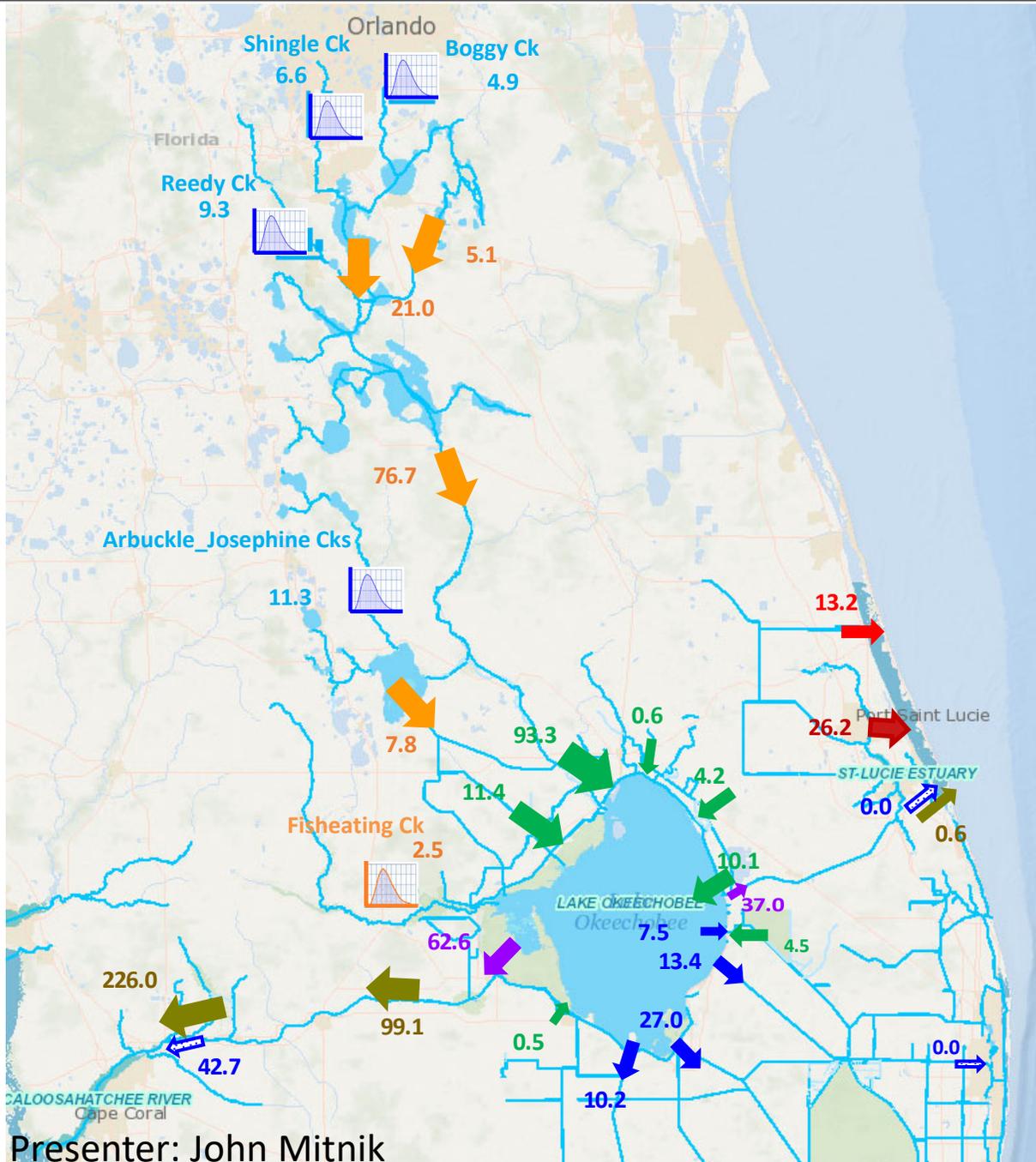
WCA-1 is in Zone A1 of the regulation schedule; WCA-2A is in Zone A of the regulation schedule; WCA-3A stage is in Zone A of its regulation schedule. S-10s were open June 1 to 29. S-11s remain fully open. S-12A and S-12B are closed. S-12C and S-12D are fully open passing close to 900 cfs.

### WCA3A SFWMM June 2022 Position Analysis



(See assumptions on the Position Analysis Results website)

Tue Jun 7 19:19:54 2022



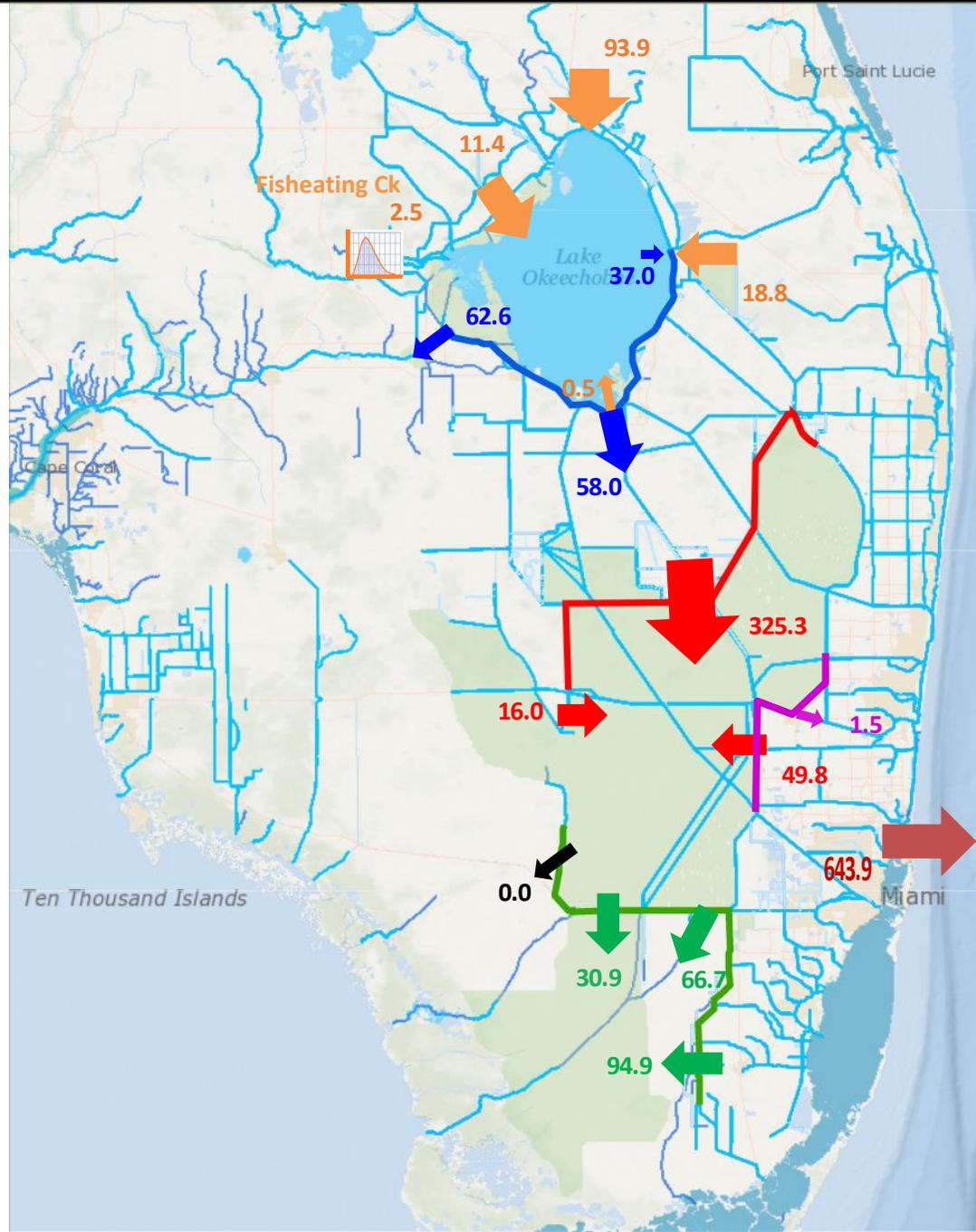
**SFWMD – Selected Release Volumes for the Period May 1, 2022 to July 4, 2022**  
(volumes in 1,000 acre-feet)

Symbol	Description	Volume (1,000 acre- feet)	
		WYR to Date	Last Month
	Upper Kissimmee to Lower Kissimmee	76.7	12.3
	Inflows to Lake Okeechobee (including Fisheating Creek)	127.1	50.9
	Lake Releases and Basin Runoff	226.6	156.8
	Lake Releases East and West	99.6	3.5
	Lake Flood Control to Estuaries	42.7	2.3
	Total Lake Releases South	58.0	3.0
	Releases to Indian River Lagoon	13.2	11.9
	Upper East Coast discharges to St. Lucie Estuary	26.2	17.5
	Uncontrolled flows - Creeks (does not include Fisheating Creek)	32.1	16.8

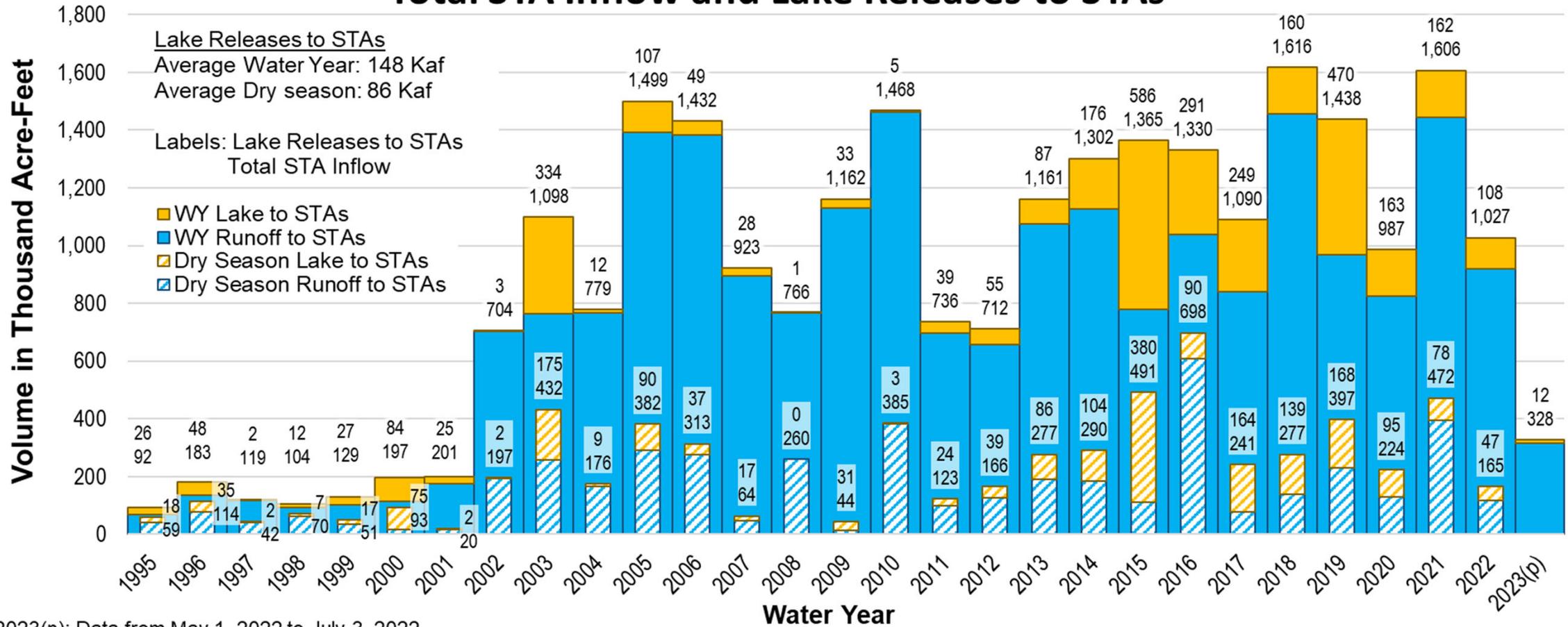
1,000 acre-feet = 325.9 Million Gallons

**SFWMD –Volumes Flowing  
Down the System for the  
Period May 1, 2022 to July 4, 2022**  
(volumes in 1,000 acre-feet)

Symbol	Description	Volume (1,000 acre- feet)	
		WYR 2022	Last Month
	Lake Okeechobee Inflows	127.1	50.9
	Lake Okeechobee Outflows	157.6	6.5
	WCAs Inflows	391.1	324.1
	ENP / Detention Cell Inflows	192.5	144.7
	WCAs to East	1.5	0.0
	Flows to Intracoastal	643.9	520.7



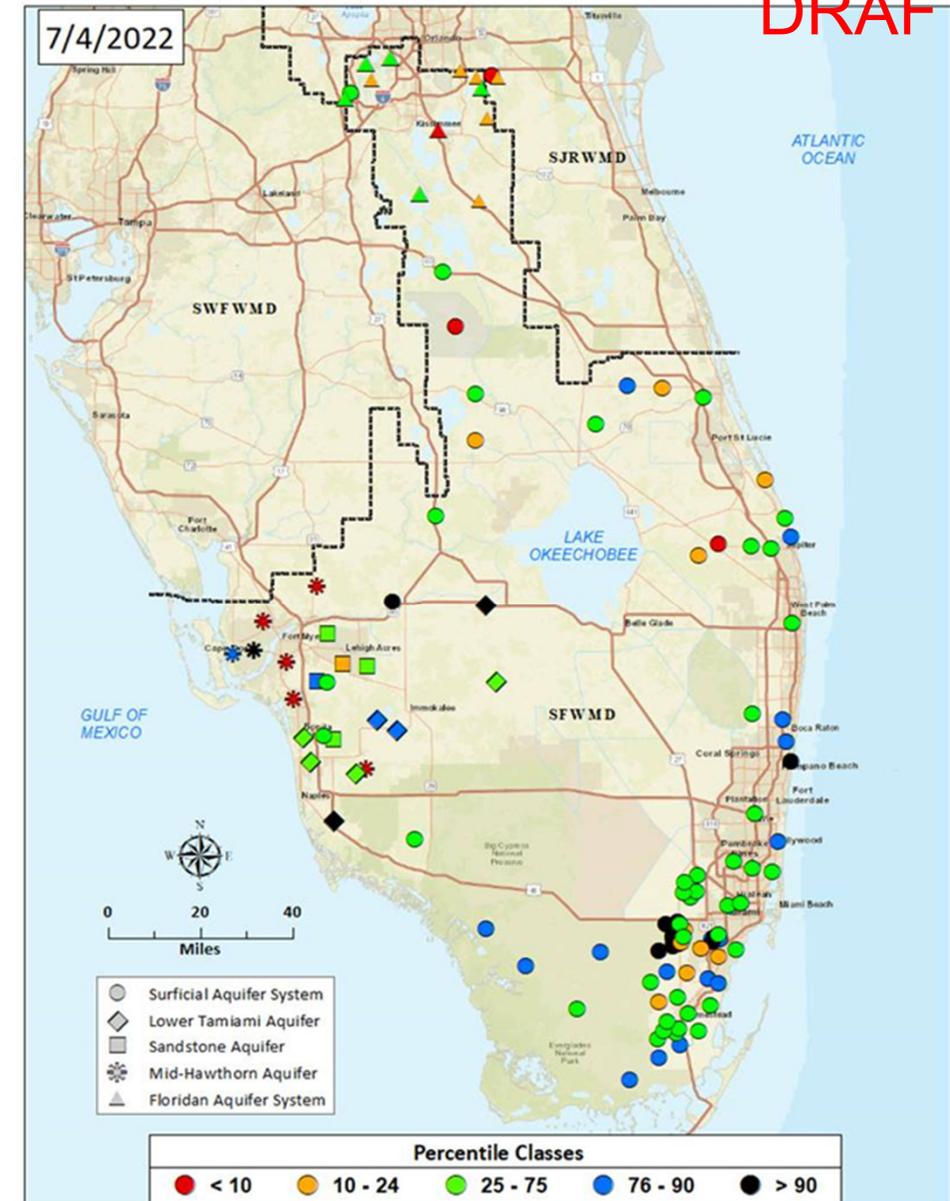
### Total STA Inflow and Lake Releases to STAs



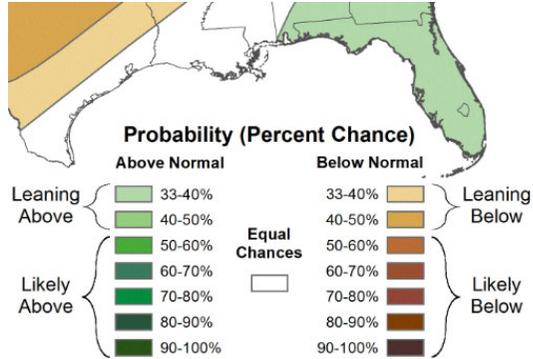
2023(p): Data from May 1, 2022 to July 3, 2022.

# Status of Groundwater Conditions

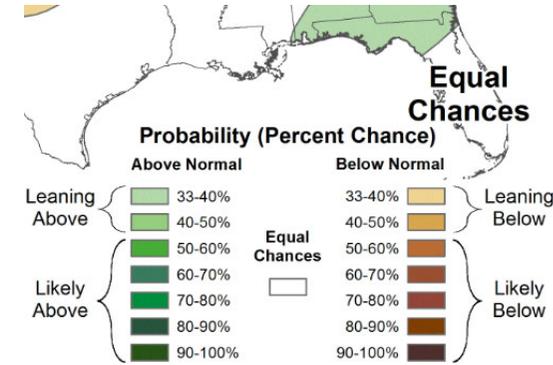
- Surface and groundwater levels showed mixed trends throughout the District over the last week.
- Surface and groundwater levels increased in about 90 percent of the Kissimmee Basin stations over the last seven days
- Groundwater levels increased in the Upper East Coast over the last week.
- About 75 percent of the Lower East Coast (LEC) stations recorded decreasing water levels over the last seven days.
- Groundwater levels increased in all of the Lower West Coast stations over the last seven days.
- Real-time groundwater levels:
  - Each dot represents a monitor well, continuously monitoring water levels.
  - Color coding corresponds to statistical comparison of current water levels compared to historical for this time of year.



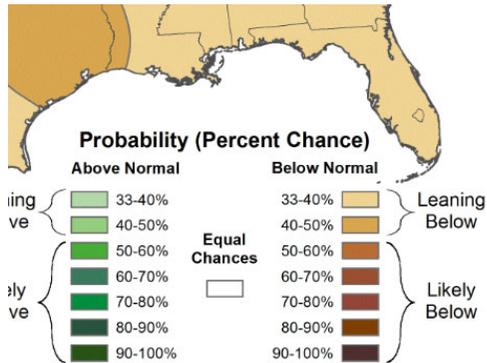
# CPC Precipitation Outlook for South Florida



July 2022



Jul 2022 – Sep 2022



Nov 2022 – Jan 2023

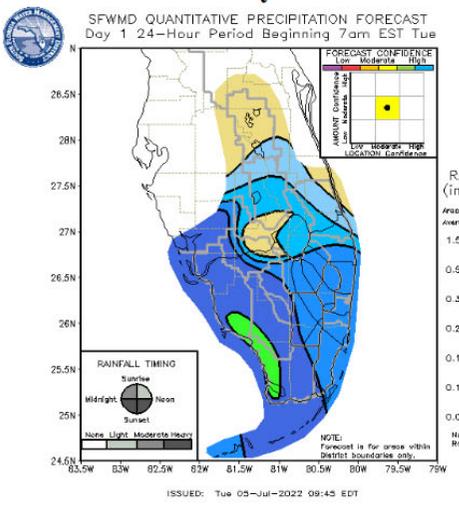
- The most recent CPC precipitation outlook for South Florida for July 2022 is for slightly increased chances of above normal rainfall.
- The outlook for the 3-month windows of Jul-Sep to Oct-Dec are for equal chances of below, normal and above normal rainfall.
- The outlooks for the 3-month windows from Nov 2022- Jan 2023 to Jan 2023 – Mar 2023 are for slightly increased chances of below normal rainfall.

<https://www.cpc.ncep.noaa.gov/products/predictions/30day/>

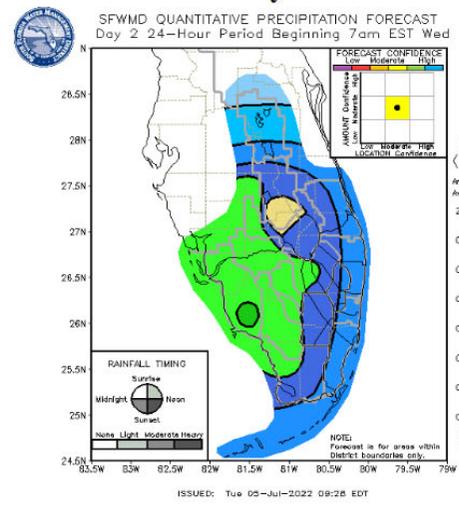
Last update issued: June 30, 2022

# Daily Quantitative Precipitation Forecasts (Posted 07/05/2022)

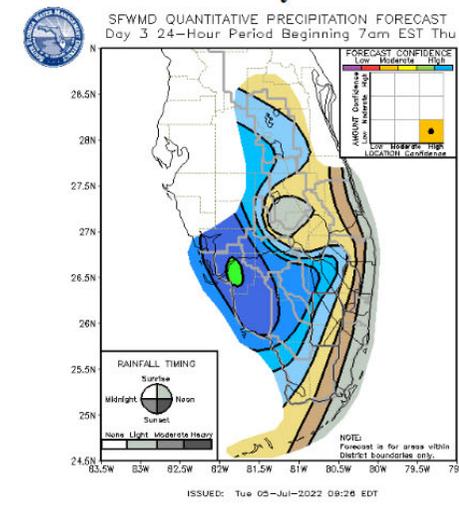
Day 1



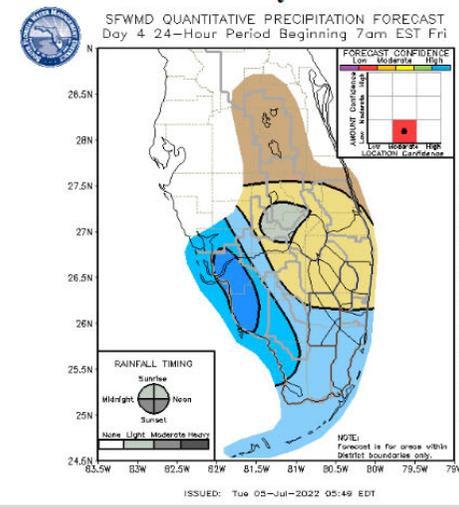
Day 2



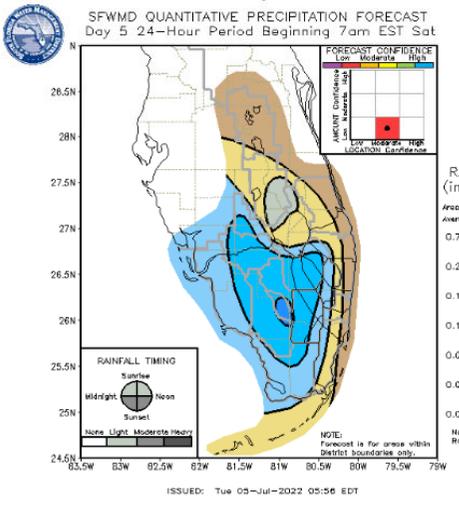
Day 3



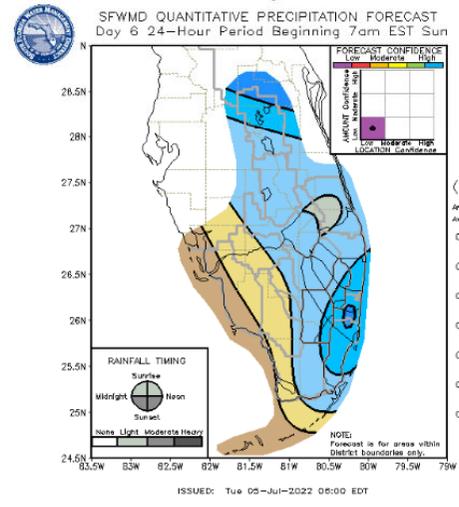
Day 4



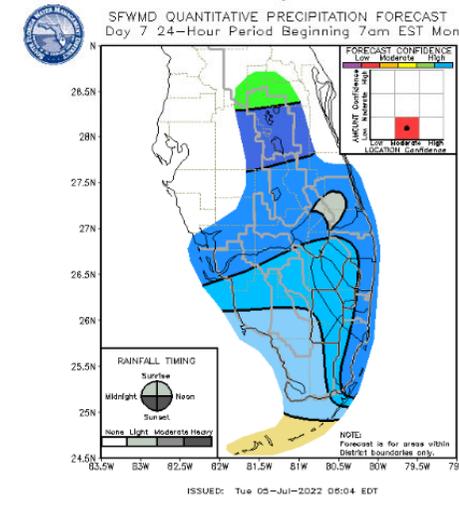
Day 5



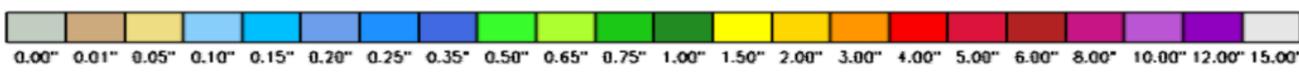
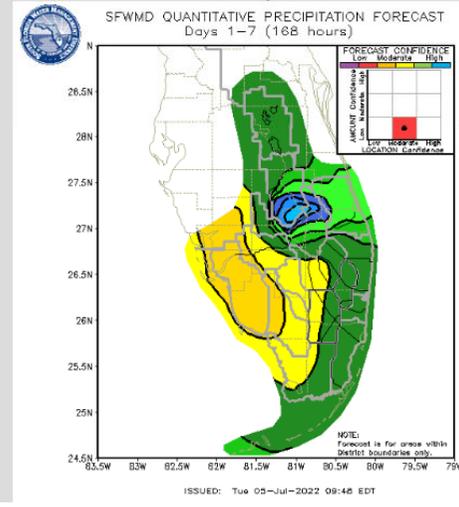
Day 6



Day 7



7-Day Total



DRAFT

# Ecological Conditions Update

Governing Board Meeting

July 14, 2022

Draft



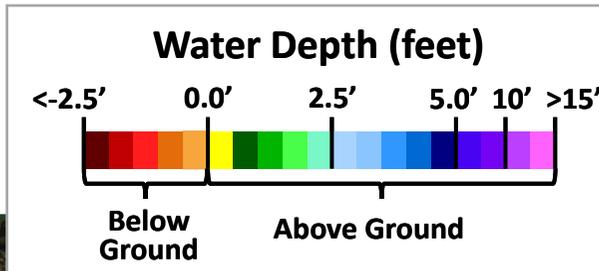
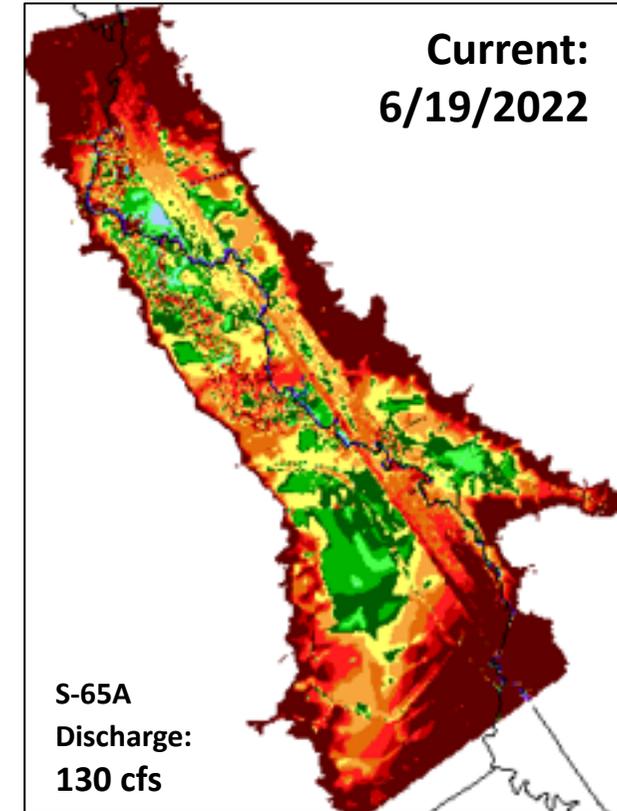
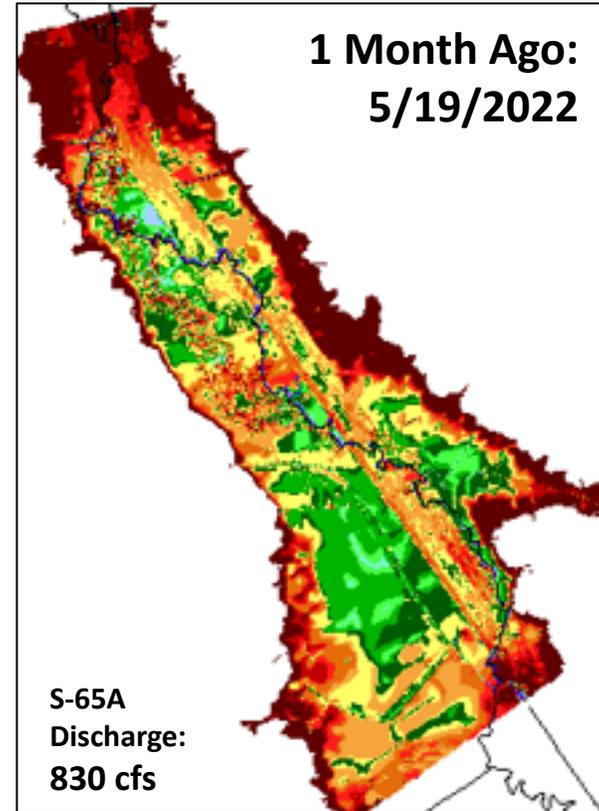
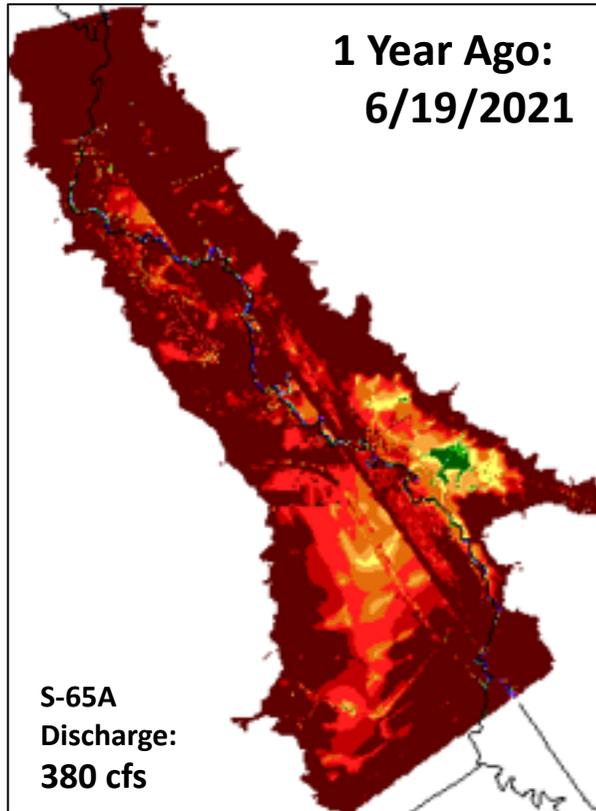
Lawrence Glenn  
Division Director  
Water Resources

*Wading birds foraging on Moonshine Bay,  
Lake Okeechobee, May 2022*

*Photograph courtesy of SFWMD staff*

# Kissimmee River (Phase I) Floodplain Water Depth Maps

**DRAFT**  
**To Be Updated**

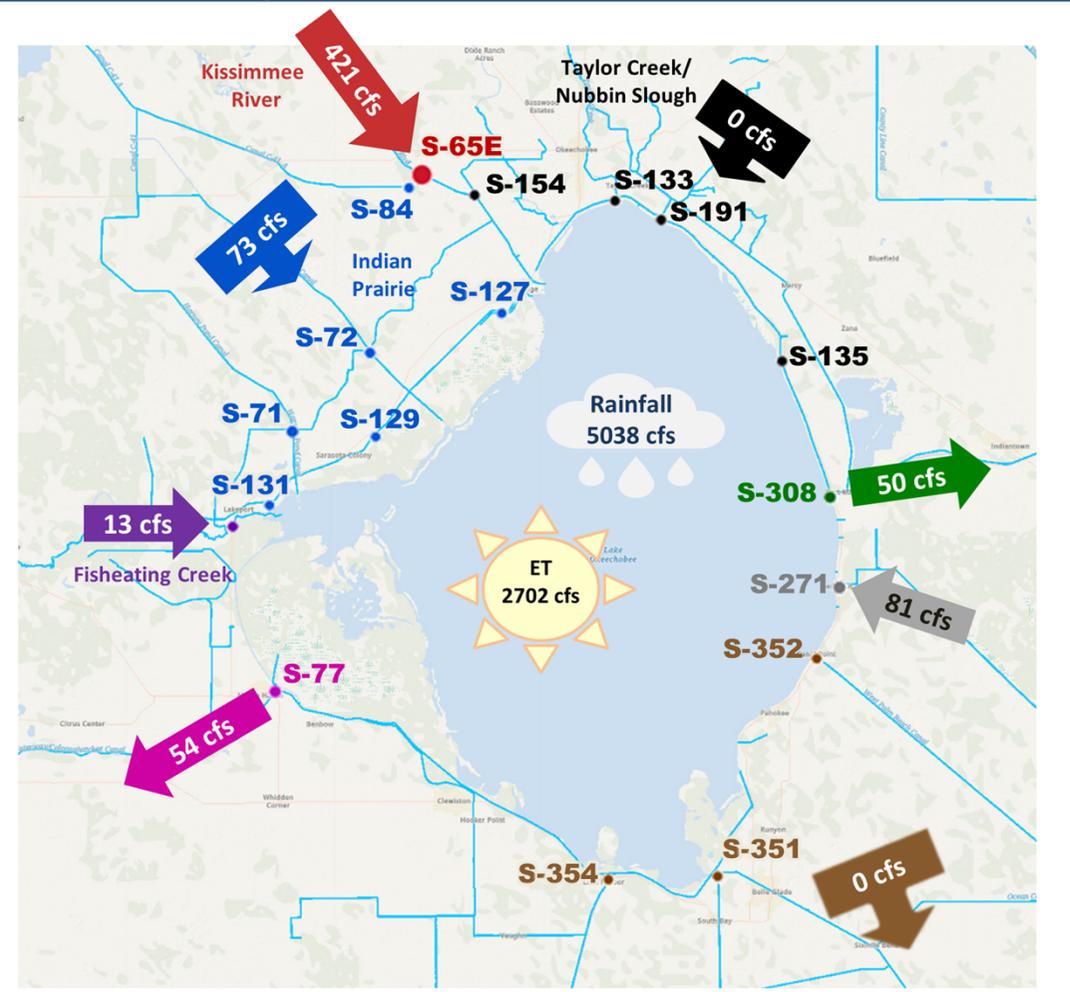


# Lake Okeechobee Hydrology

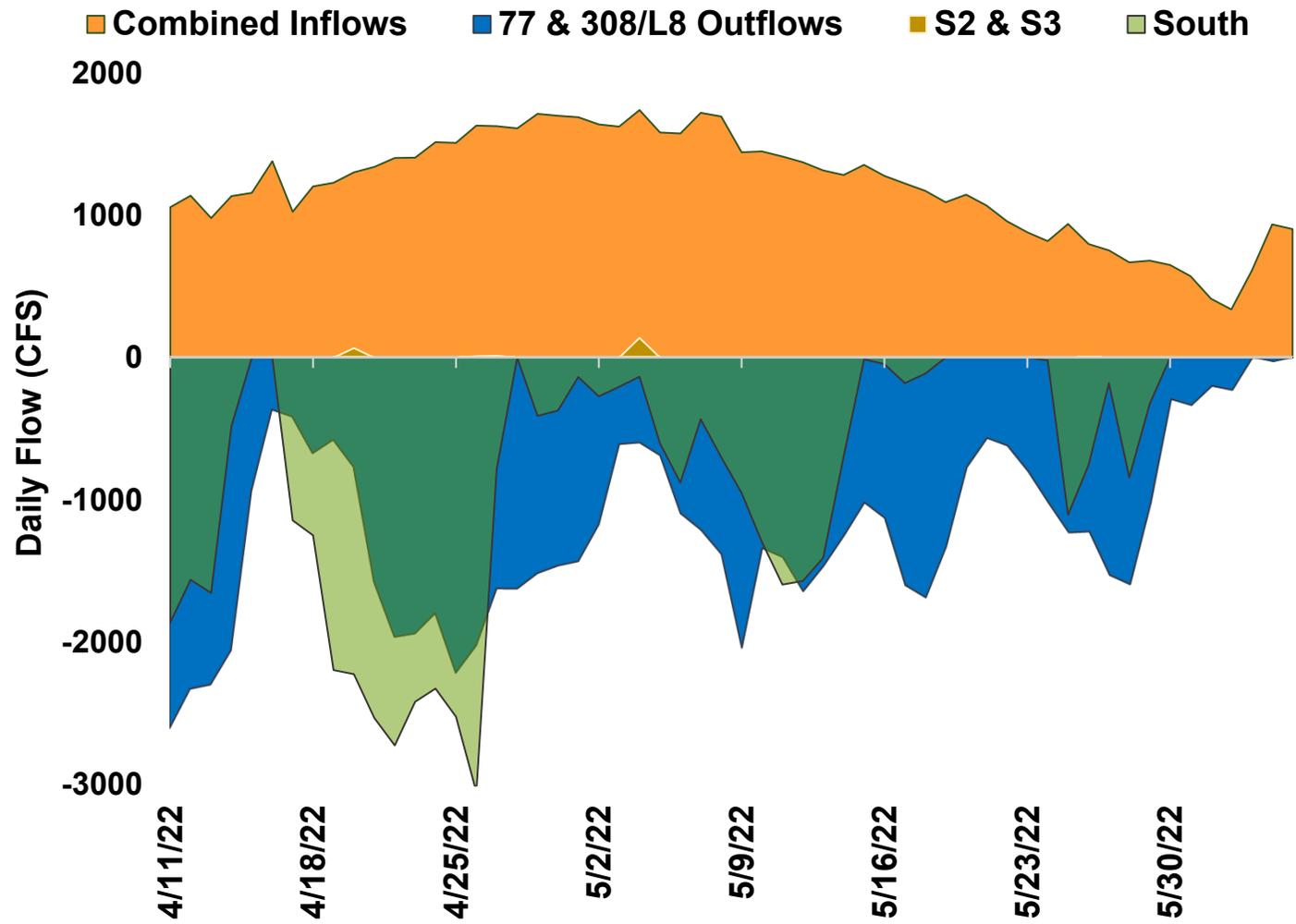
(\* Provisional Data)

**DRAFT**  
**To Be Updated**

May 30 – June 5 Inflows and Outflows



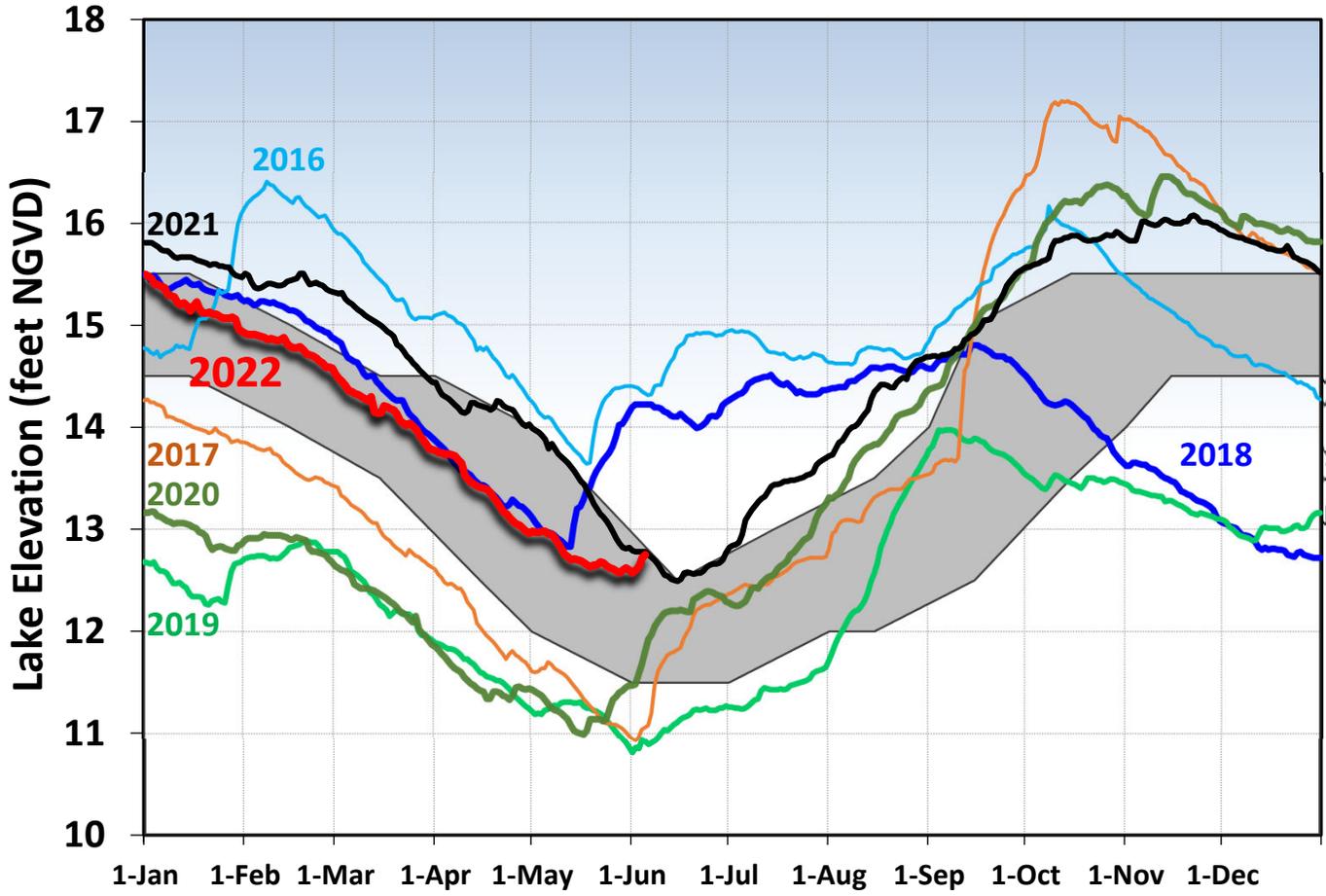
Prior 8 Weeks Inflows and Outflows



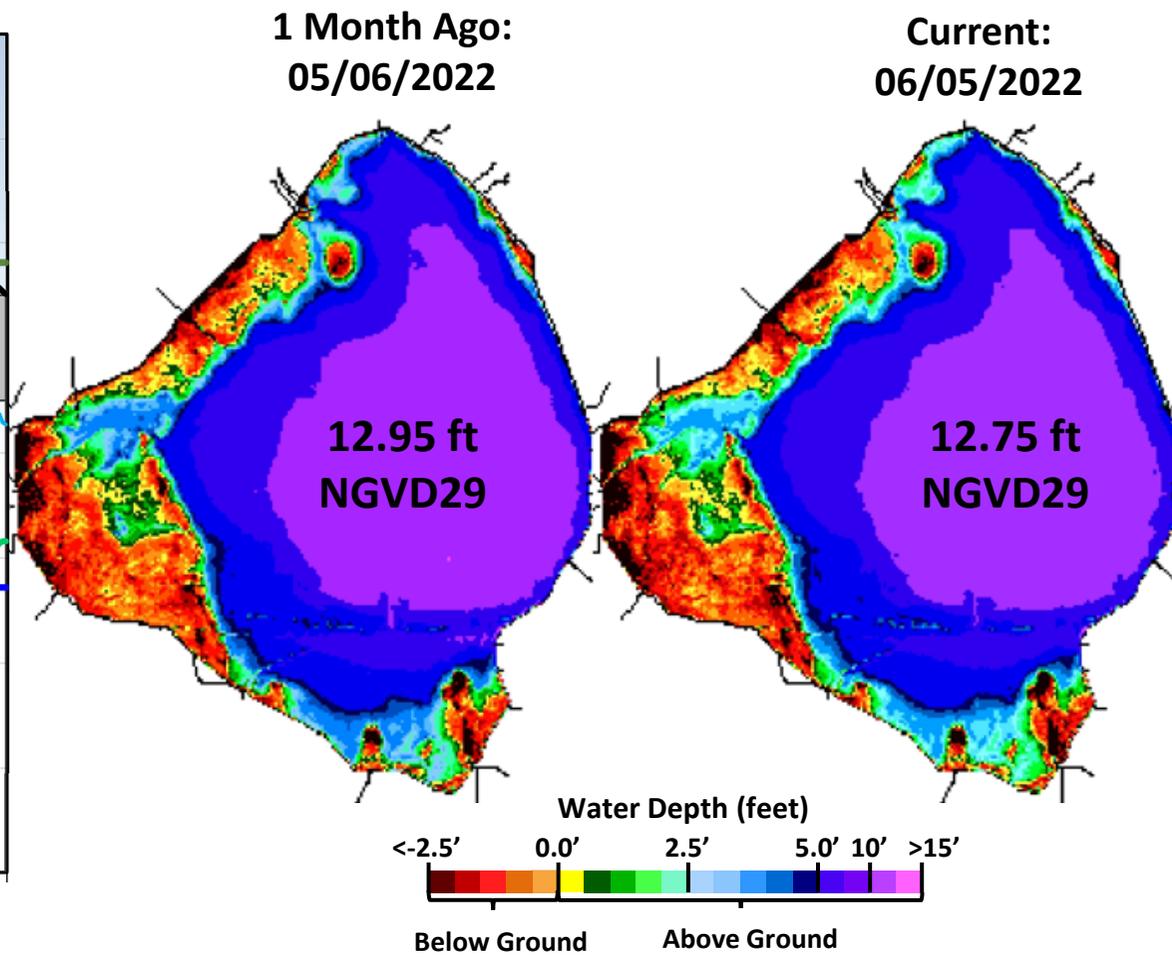
# Ecological Envelope and Water Depths

**DRAFT**  
**To Be Updated**

Lake Okeechobee Stage vs Ecological Envelope



Changes in Water Depth



# Lake Okeechobee Cyanobacteria Bloom Potential To Be Updated

DRAFT

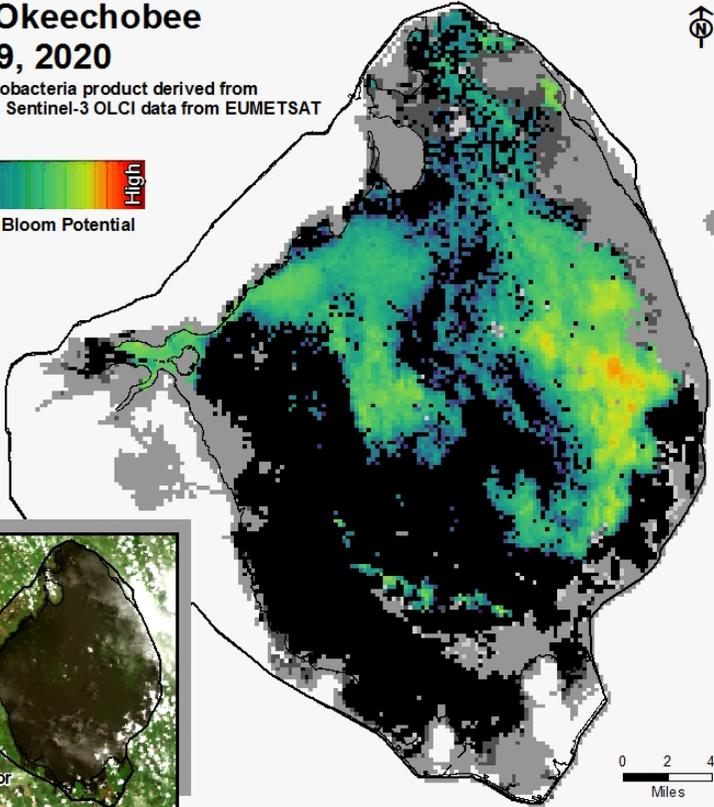
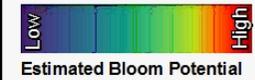
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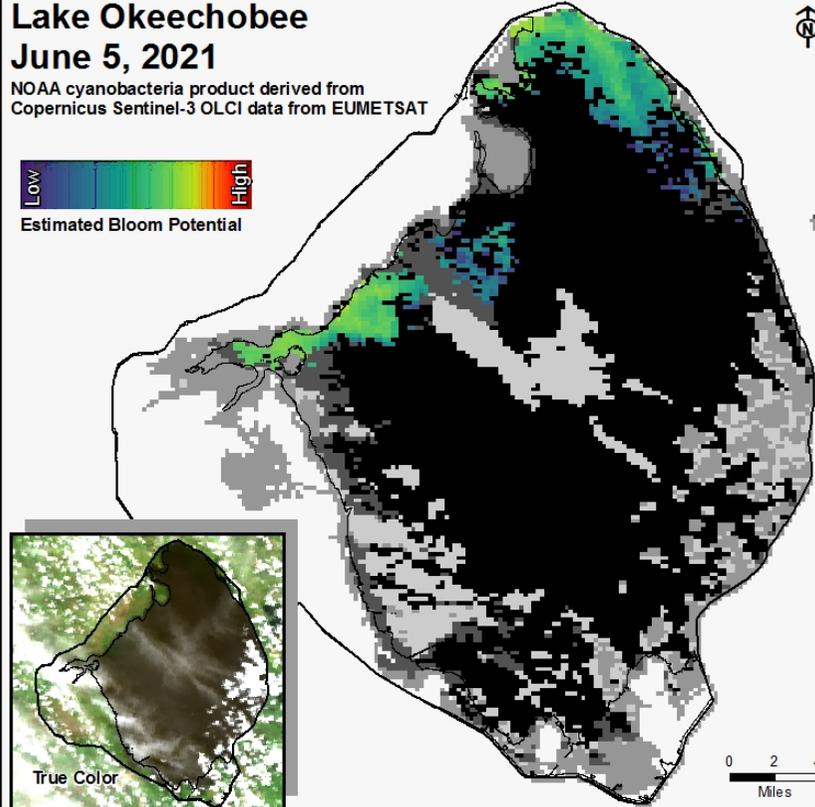
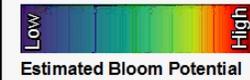
Lake Okeechobee  
June 9, 2020

NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT



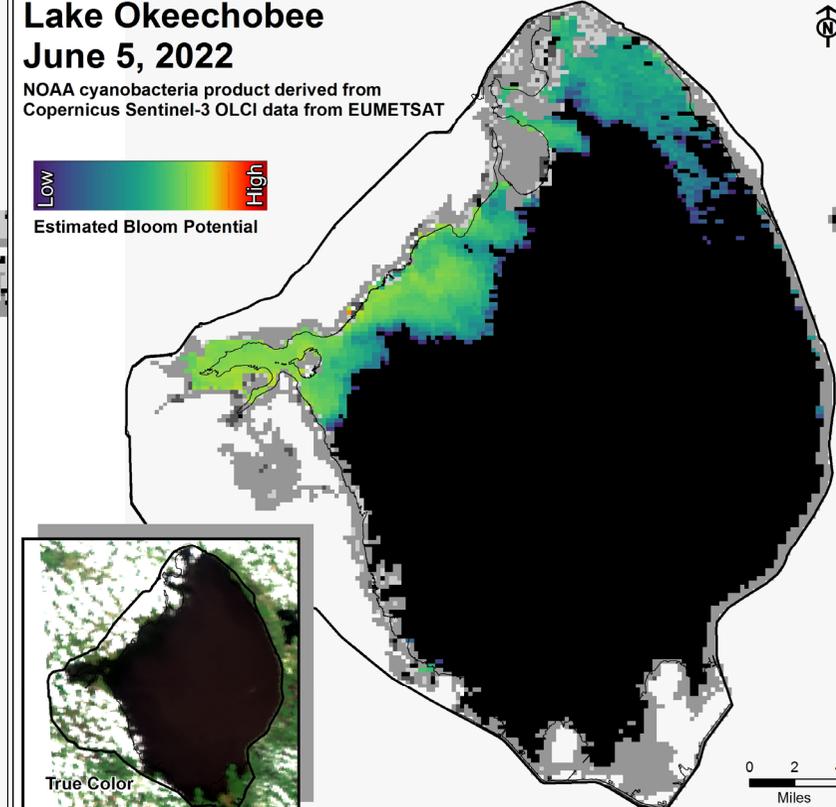
Lake Okeechobee  
June 5, 2021

NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT



Lake Okeechobee  
June 5, 2022

NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT



QRDD# | dqrdfwub# surgxfw# ghulyh# urp # Frshuq lfxv# Whqwqho6 # R FOI# gdw# urp # IXP HWVDW

# Lake Okeechobee April Water Quality

DRAFT

\*Provisional Data\*

To Be Updated

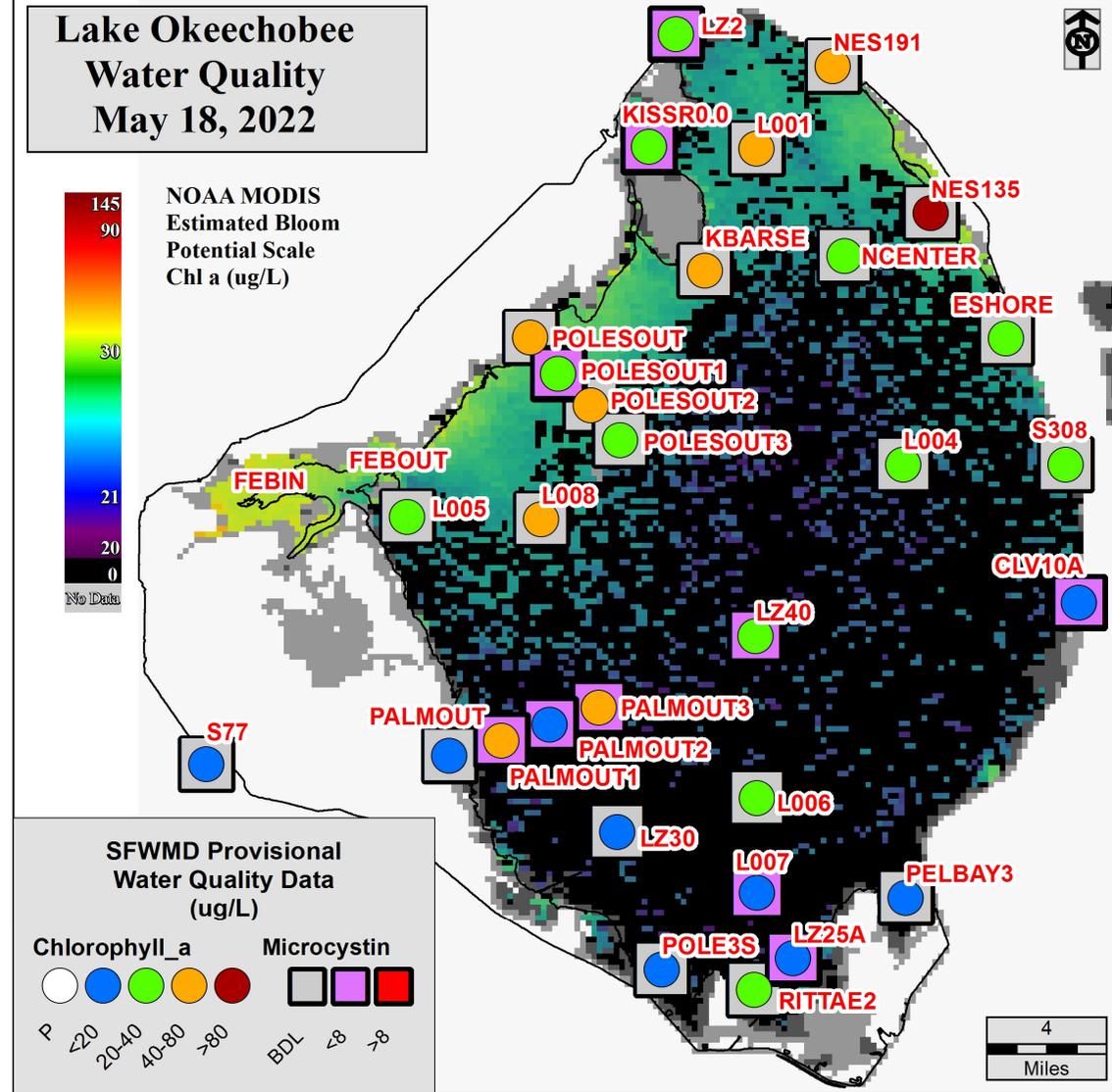
Collection Date: May 16-18, 2022

Station	CHLa (ug/L)	TOXIN (ug/L)	TAXA
FEBIN	NS		
FEBOUT	NS		
KISSR0.0	<b>31.7</b>	<b>0.3</b>	<i>Microcys</i>
L005	<b>32.2</b>	BDL	<i>Microcys</i>
LZ2	<b>20.4</b>	<b>0.3</b>	<i>mixed</i>
KBARSE	<b>40.6</b>	BDL	<i>mixed</i>
RITTAE2	<b>30.6</b>	BDL	<i>mixed</i>
PELBAY3	9.7	BDL	<i>Microcys</i>
POLE3S	11.4	BDL	<i>mixed</i>
LZ25A	17.8	<b>0.3</b>	<i>mixed</i>
PALMOUT	11.2	BDL	<i>mixed</i>
PALMOUT1	<b>40.8</b>	<b>0.3</b>	<i>Microcys</i>
PALMOUT2	14.3	<b>0.3</b>	<i>mixed</i>
PALMOUT3	<b>41.5</b>	<b>0.3</b>	<i>mixed</i>
POLESOUT	<b>79.4</b>	BDL	<i>Micro/Cylin</i>
POLESOUT1	<b>30.1</b>	<b>0.3</b>	<i>mixed</i>
POLESOUT2	<b>44.9</b>	BDL	<i>mixed</i>
POLESOUT3	<b>39.1</b>	BDL	<i>mixed</i>
EASTSHORE	<b>35.0</b>	BDL	<i>mixed</i>
NES135	<b>112.0</b>	BDL	<i>mixed</i>
NES191	<b>50.6</b>	BDL	<i>mixed</i>

Station	CHLa (ug/L)	TOXIN (ug/L)	TAXA
L001	<b>54.0</b>	BDL	<i>mixed</i>
L004	<b>22.8</b>	BDL	<i>mixed</i>
<b>L006</b>	<b>29.9</b>	BDL	<i>mixed</i>
L007	11.0	<b>0.3</b>	<i>mixed</i>
L008	<b>60.0</b>	BDL	<i>mixed</i>
<b>LZ30</b>	17.0	BDL	<i>mixed</i>
<b>LZ40</b>	<b>31.4</b>	<b>0.3</b>	<i>mixed</i>
CLV10A	19.6	<b>0.4</b>	<i>Microcys</i>
NCENTER	<b>21.1</b>	BDL	<i>mixed</i>
S308C	<b>22.6</b>	BDL	<i>Microcys</i>
S77	18.8	BDL	<i>mixed</i>

- SFWMD considers >40 µg/L Chlorophyll a (Chla) an algal bloom
- BDL – Below Detectable Limit of 0.25 µg/L
- ND – No Dominant taxa
- P – Pending
- NS – Not Sampled
- Station bold font – crew observed possible BGA
- Chlorophyll a analyzed by SFWMD
- Toxin and Taxa analyzed by FDEP:  
*Microcys* = *Microcystis*; *Cylin* = *Cylindrospermopsis*  
*Planktol* = *Planktolyngbya*; *Dolicho* = *Dolichospermum*

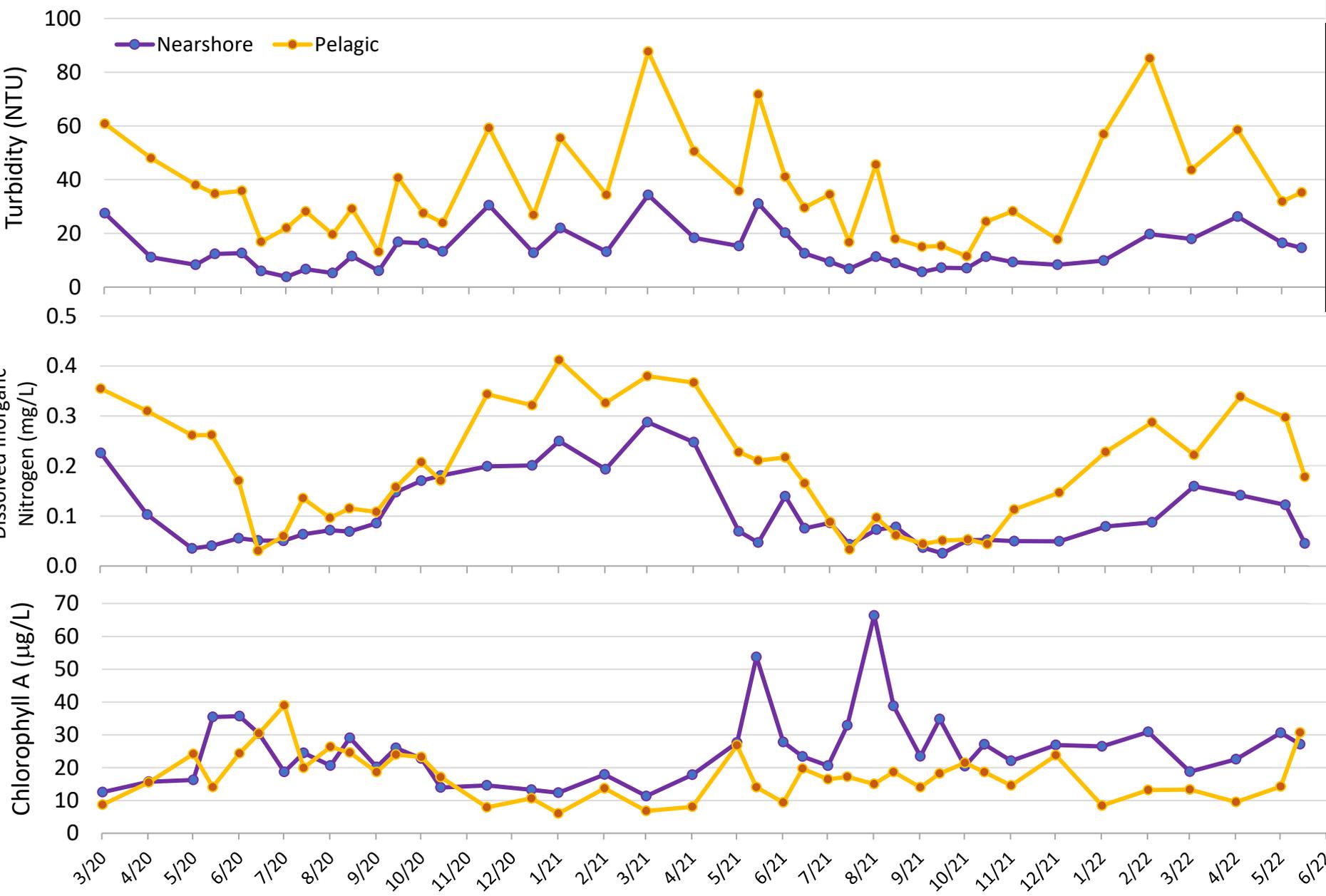
Presenter: Lawrence Glenn



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

DRAFT

To Be Updated



Year	Turbidity	DN	Chl-A
2018	38.3	0.306	18.6
2019	17.9	0.181	20.2
2020	40.2	0.03	22.1
2021	23.2	0.058	40.7
2022	15.5	0.084	28.9

Year	Turbidity	DN	Chl-A
2018	86.6	0.557	6.8
2019	43.3	0.328	8.7
2020	36.4	0.262	19.1
2021	53.8	0.219	20.4
2022	33.5	0.238	22.5

Recent  
Water  
Quality

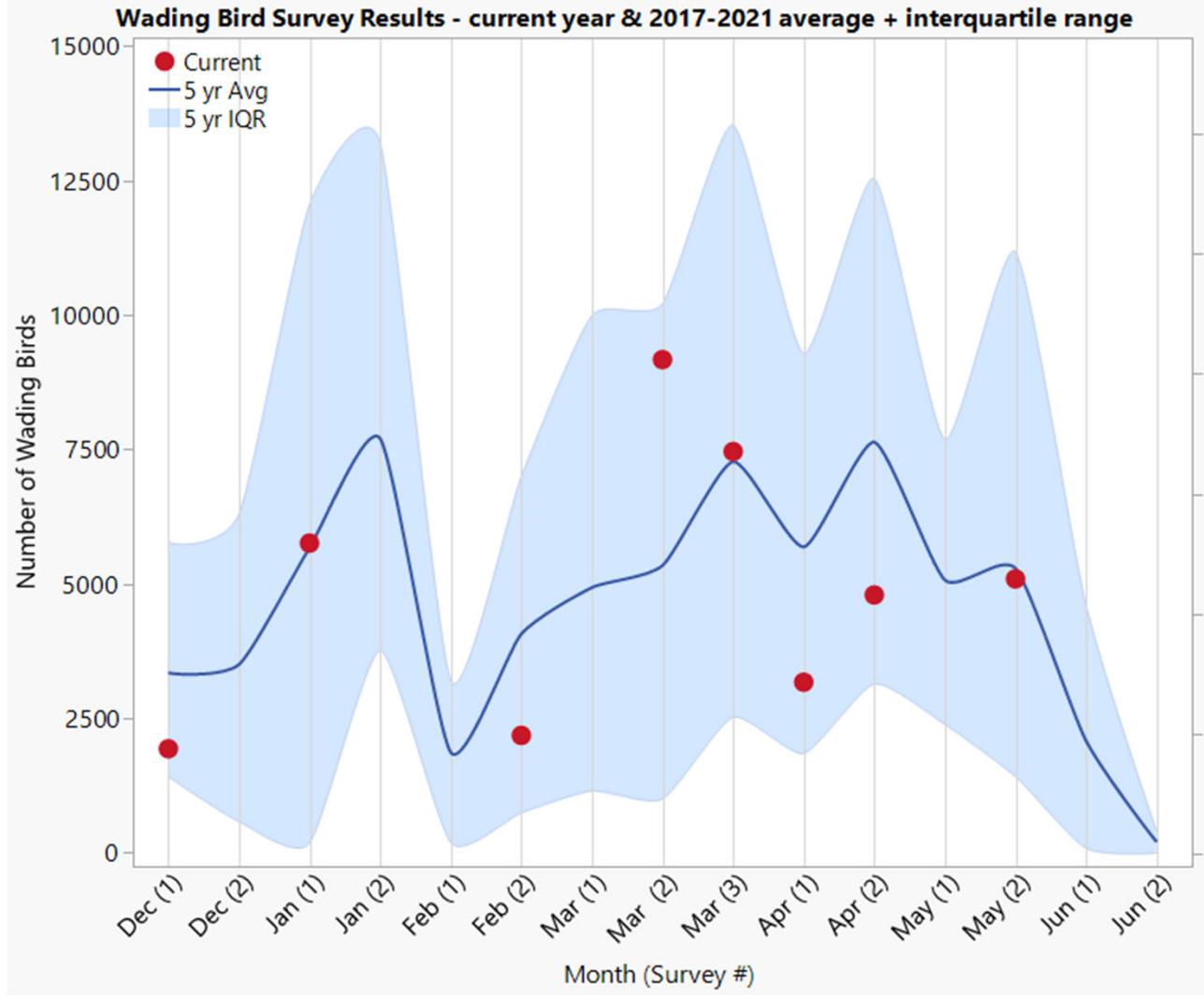
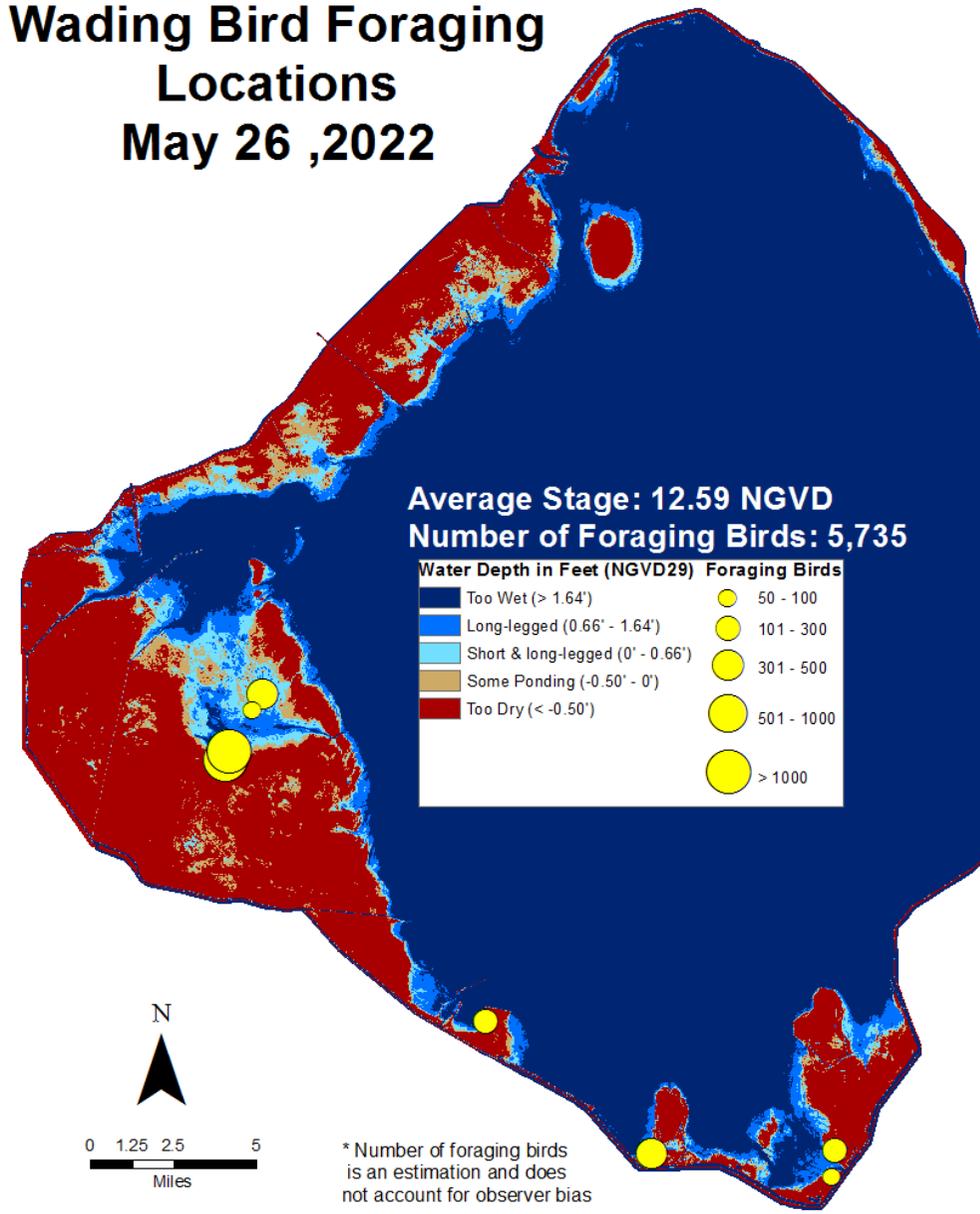
\*Provisional Data\*

# BGA Overview Placeholder Slide

To be updated

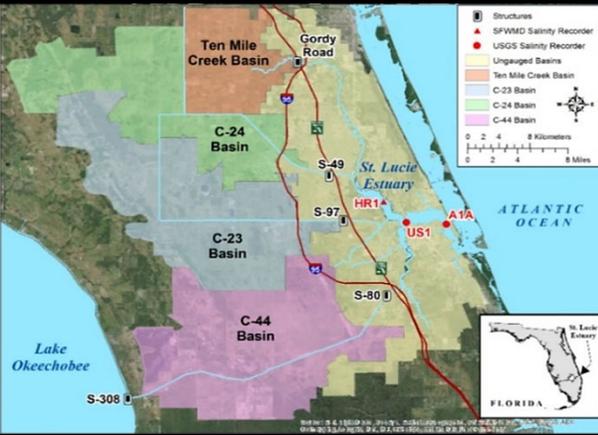
**Wading Bird Foraging Locations**  
**May 26 ,2022**

**Lake Okeechobee Wading Bird Foraging** DRAFT To Be Updated



# St. Lucie Inflows and Salinity Conditions

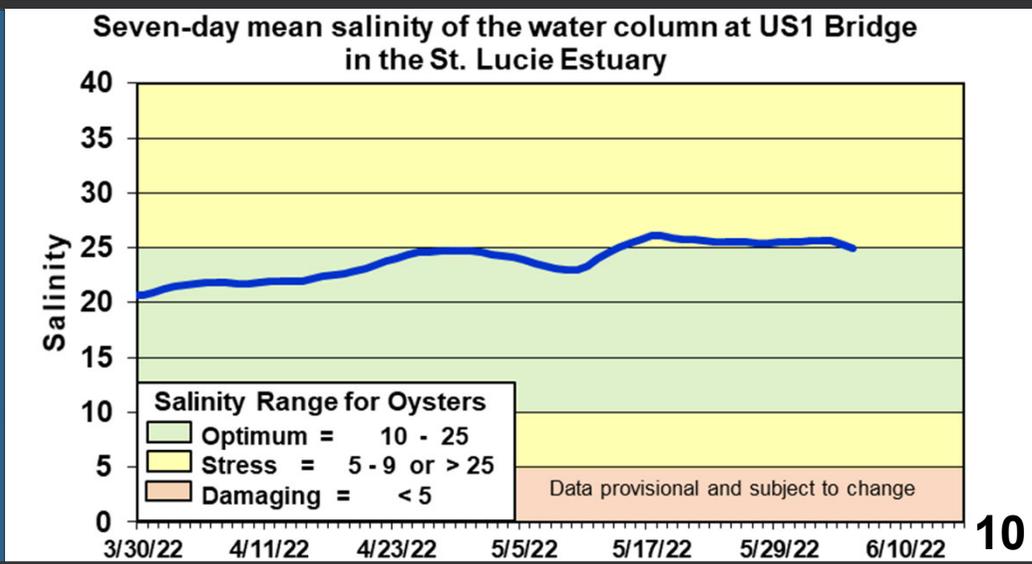
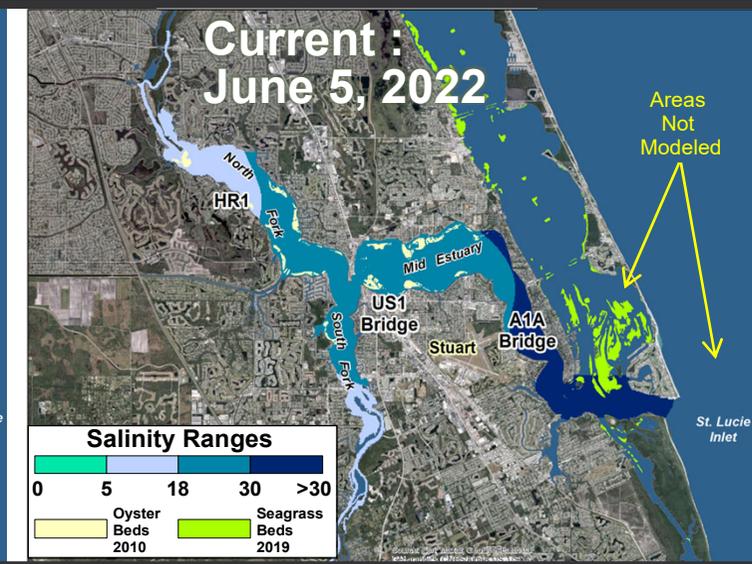
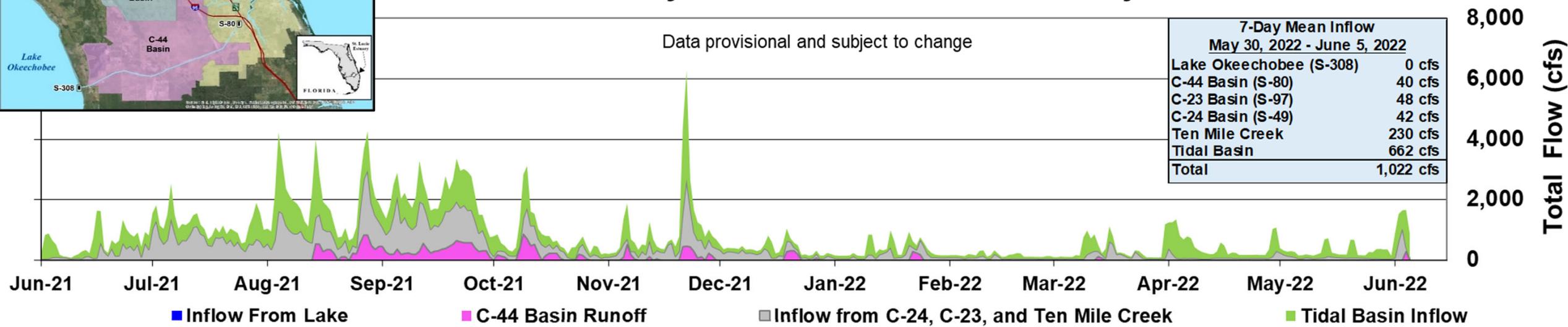
DRAFT  
To Be Updated



## Total Daily Inflow into the St. Lucie Estuary

Data provisional and subject to change

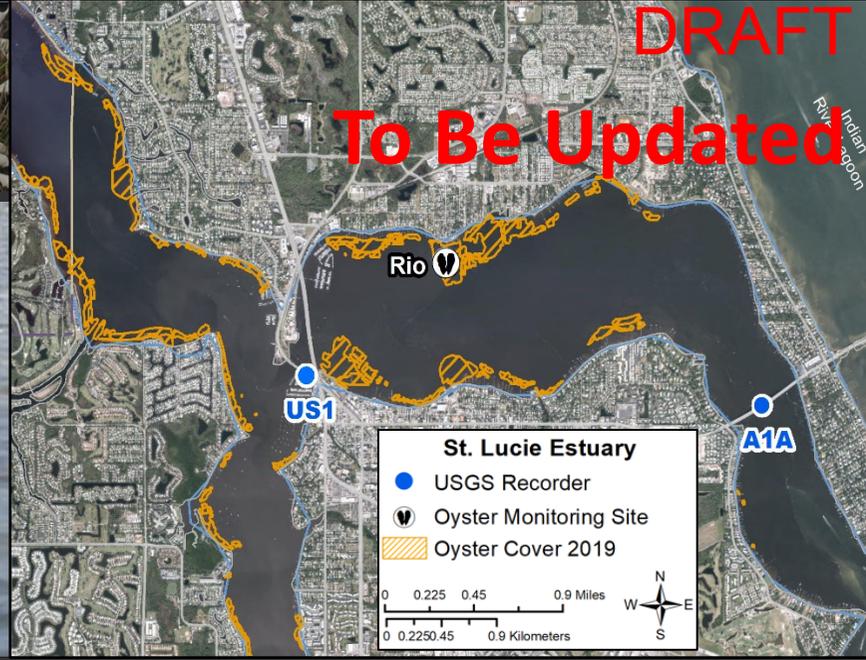
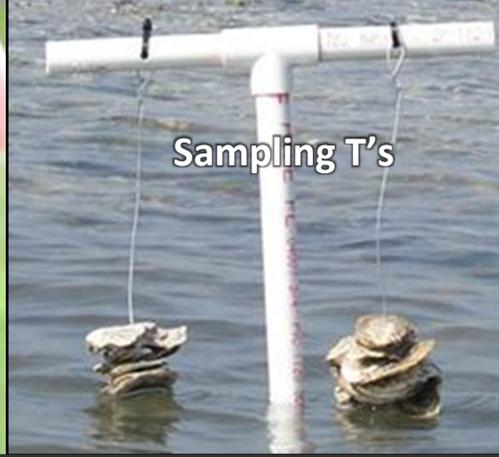
7-Day Mean Inflow May 30, 2022 - June 5, 2022	
Lake Okeechobee (S-308)	0 cfs
C-44 Basin (S-80)	40 cfs
C-23 Basin (S-97)	48 cfs
C-24 Basin (S-49)	42 cfs
Ten Mile Creek	230 cfs
Tidal Basin	662 cfs
<b>Total</b>	<b>1,022 cfs</b>



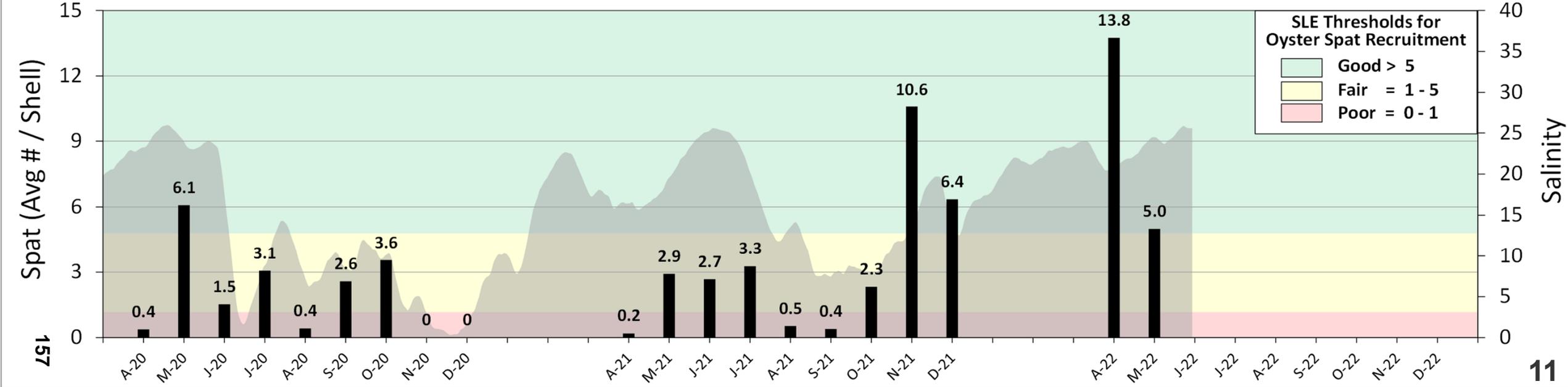
# St. Lucie Estuary – Oyster Recruitment

DRAFT

To Be Updated



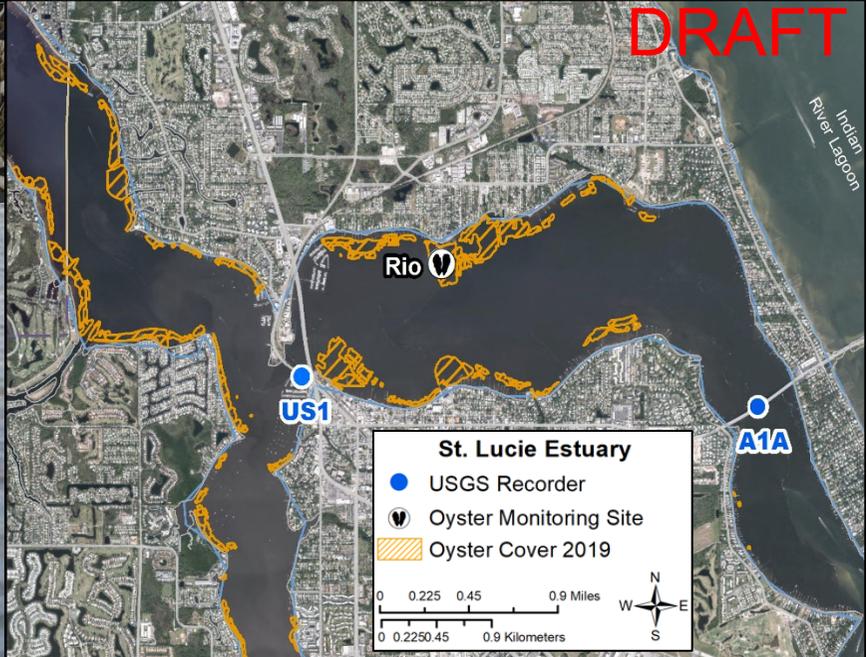
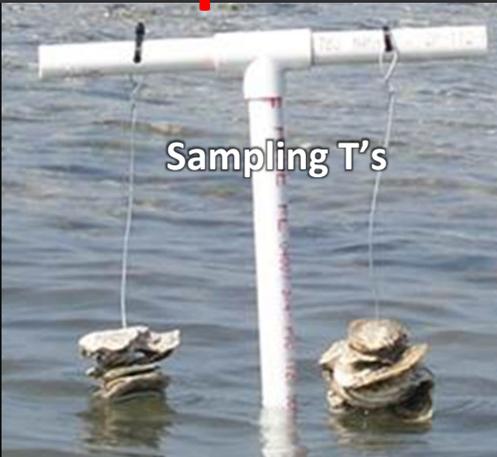
2020 - 2022 Rio Oyster Recruitment and 14-Day Mean Salinity at US1 Bridge



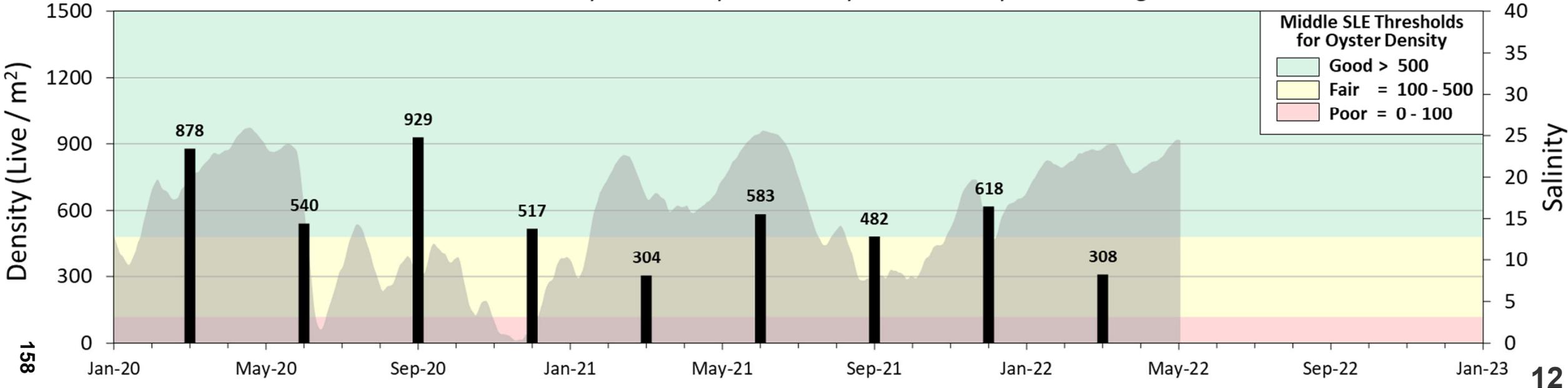
# St. Lucie Estuary – Oyster Density

To Be Updated

DRAFT

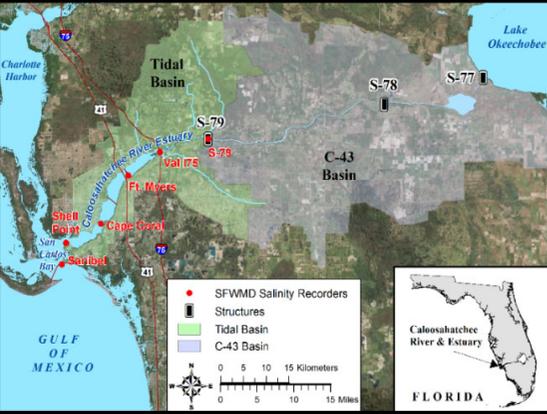


2020 - 2022 Rio Oyster Density and 14-Day Mean Salinity at US1 Bridge



# Caloosahatchee Inflows and Salinity Conditions

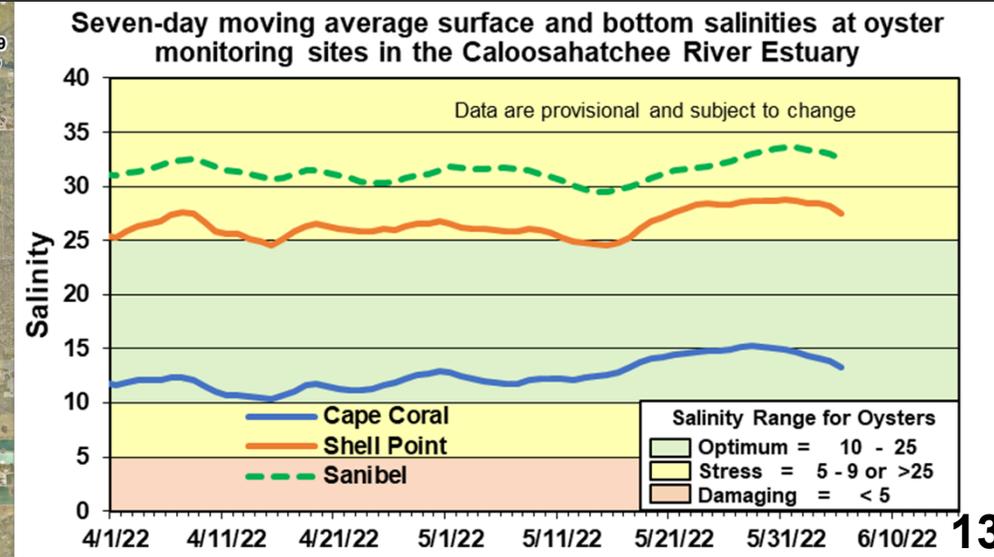
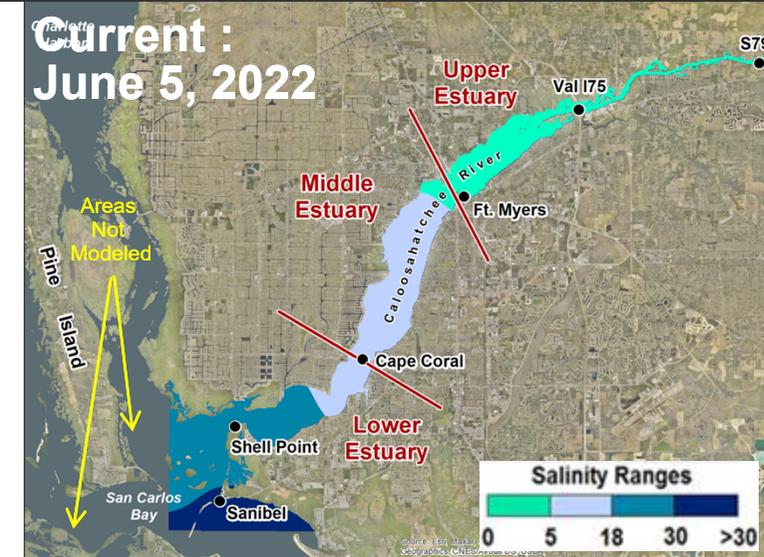
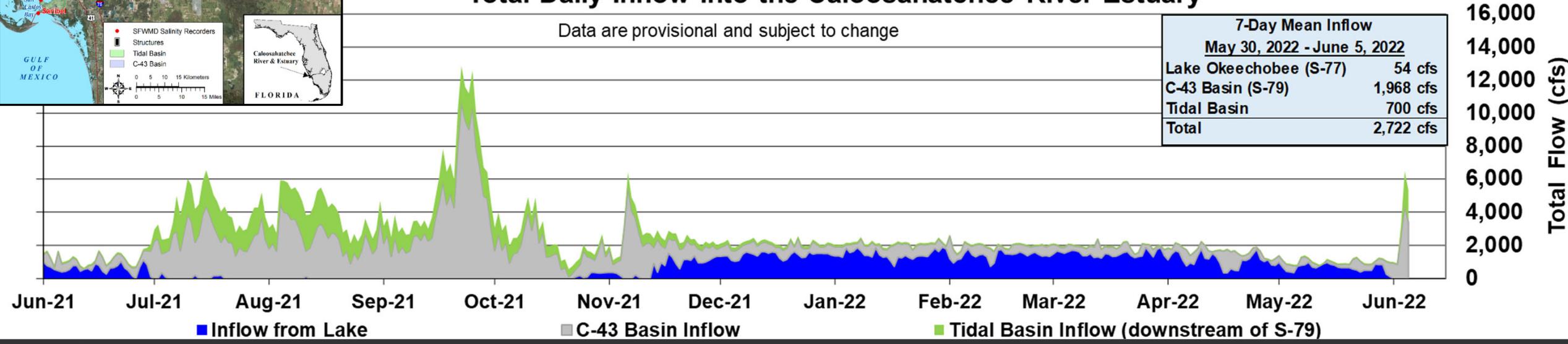
DRAFT  
To Be Updated



## Total Daily Inflow into the Caloosahatchee River Estuary

Data are provisional and subject to change

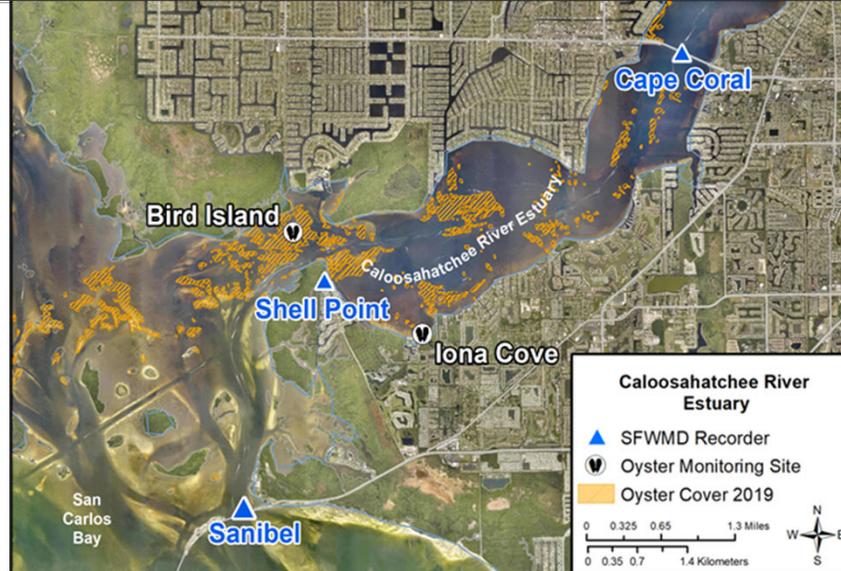
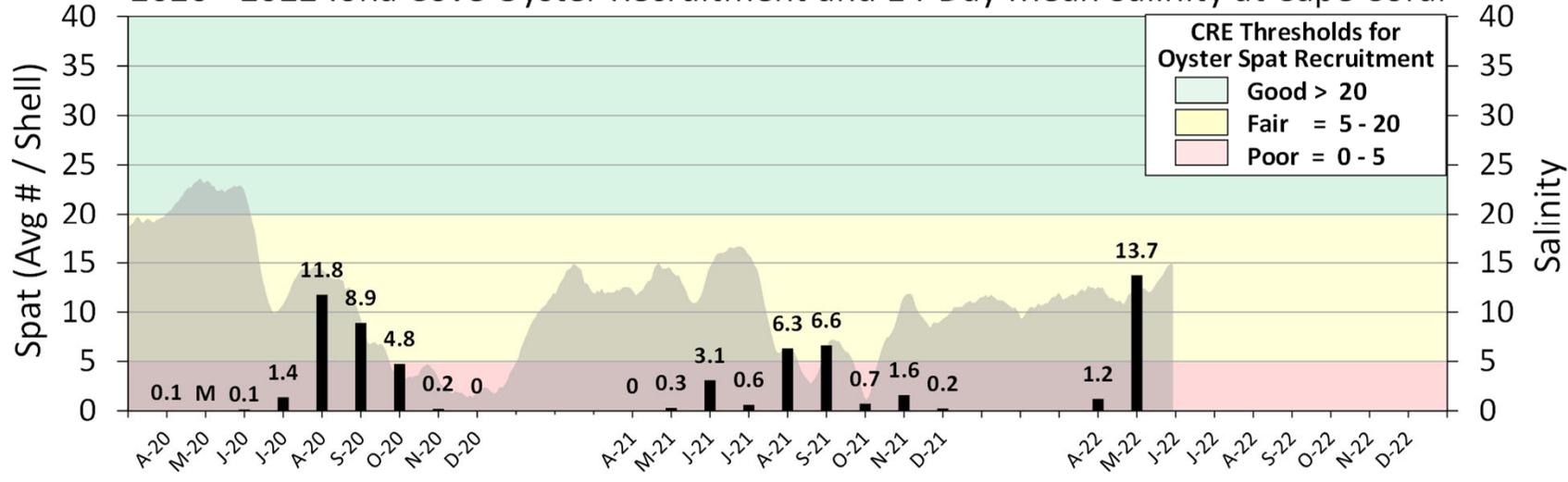
7-Day Mean Inflow May 30, 2022 - June 5, 2022	
Lake Okeechobee (S-77)	54 cfs
C-43 Basin (S-79)	1,968 cfs
Tidal Basin	700 cfs
<b>Total</b>	<b>2,722 cfs</b>



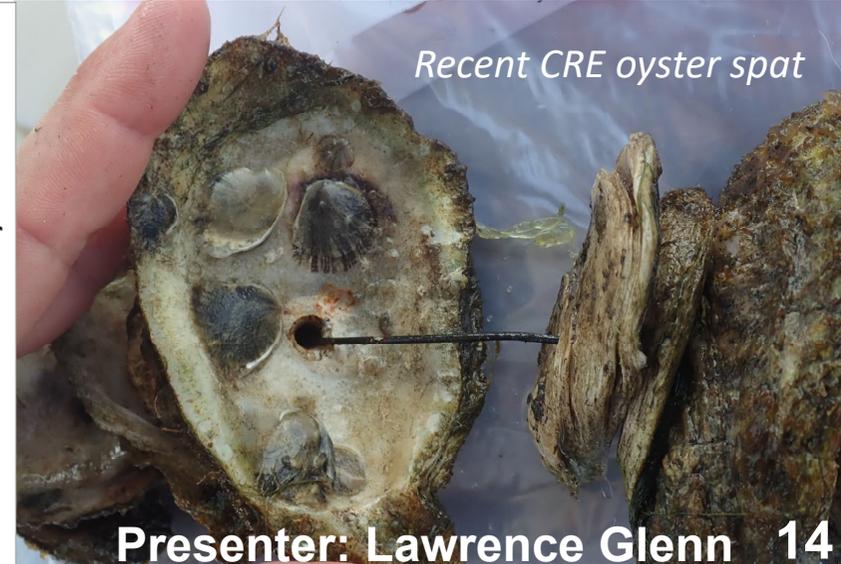
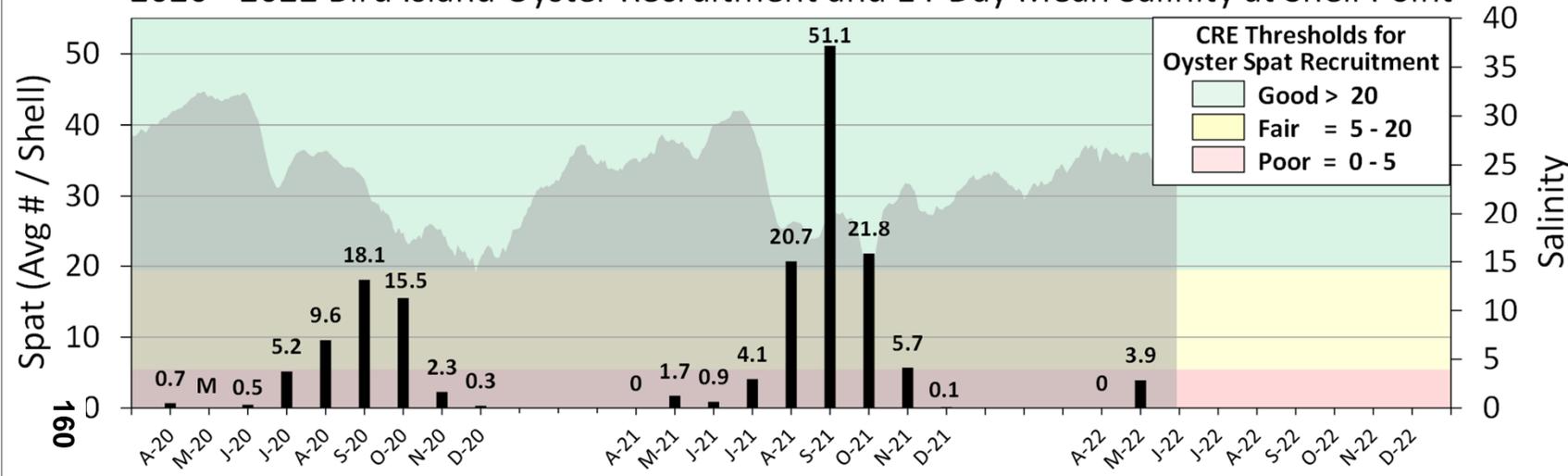
# Caloosahatchee Estuary – Oyster Recruitment

**DRAFT**  
**To Be Updated**

2020 - 2022 Iona Cove Oyster Recruitment and 14-Day Mean Salinity at Cape Coral



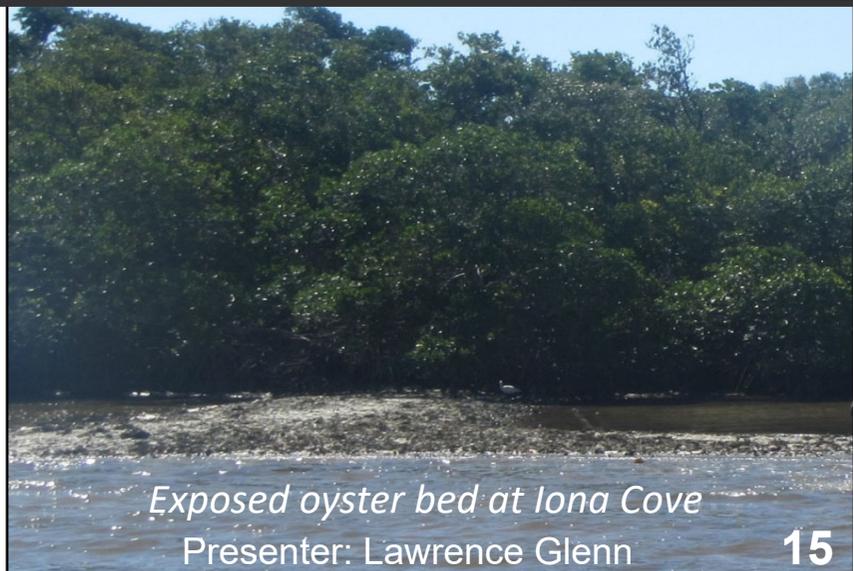
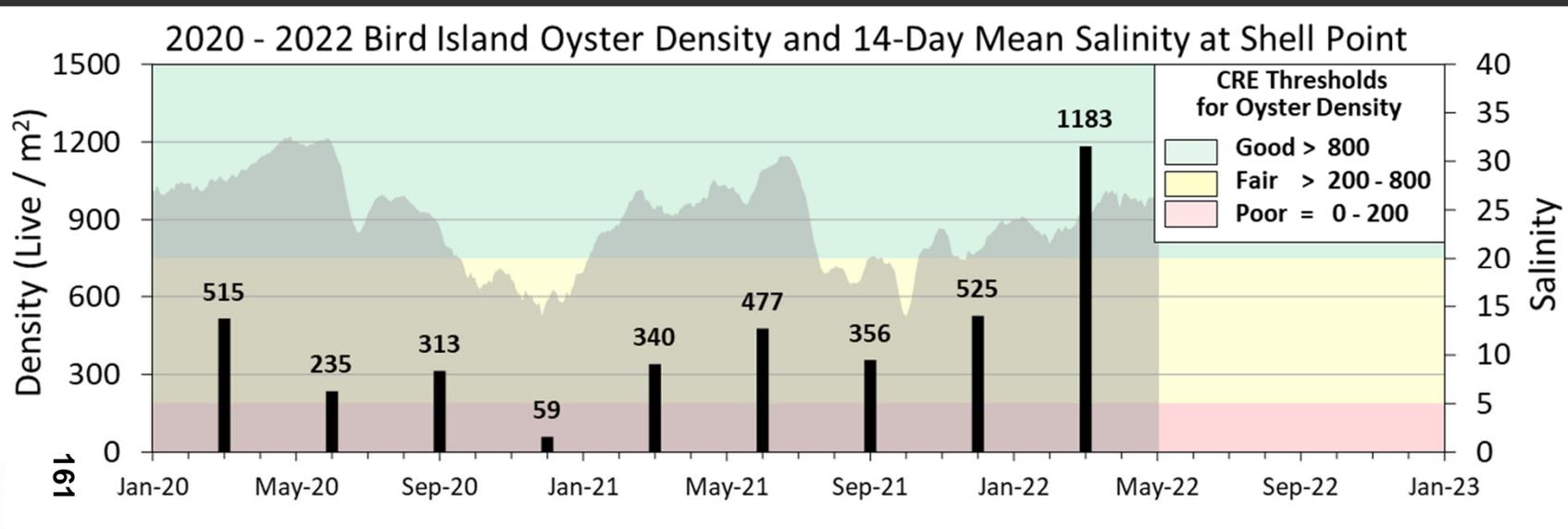
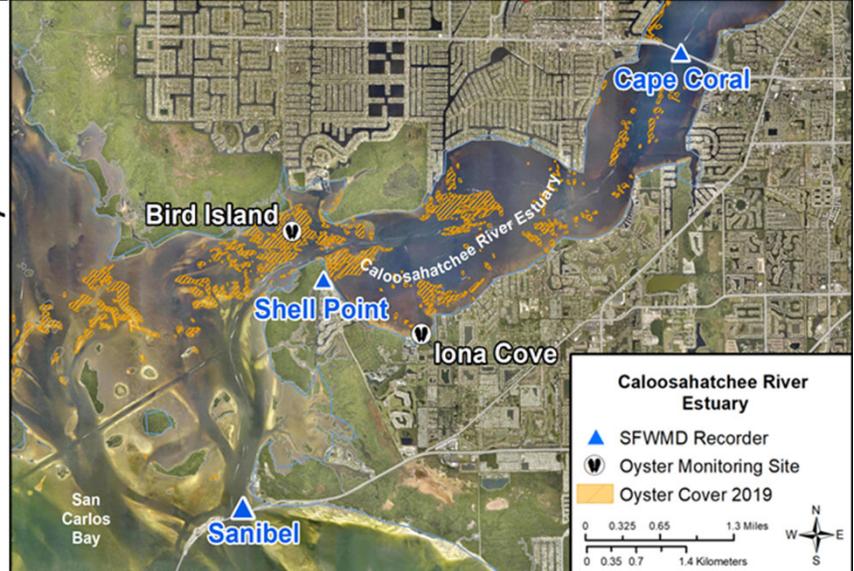
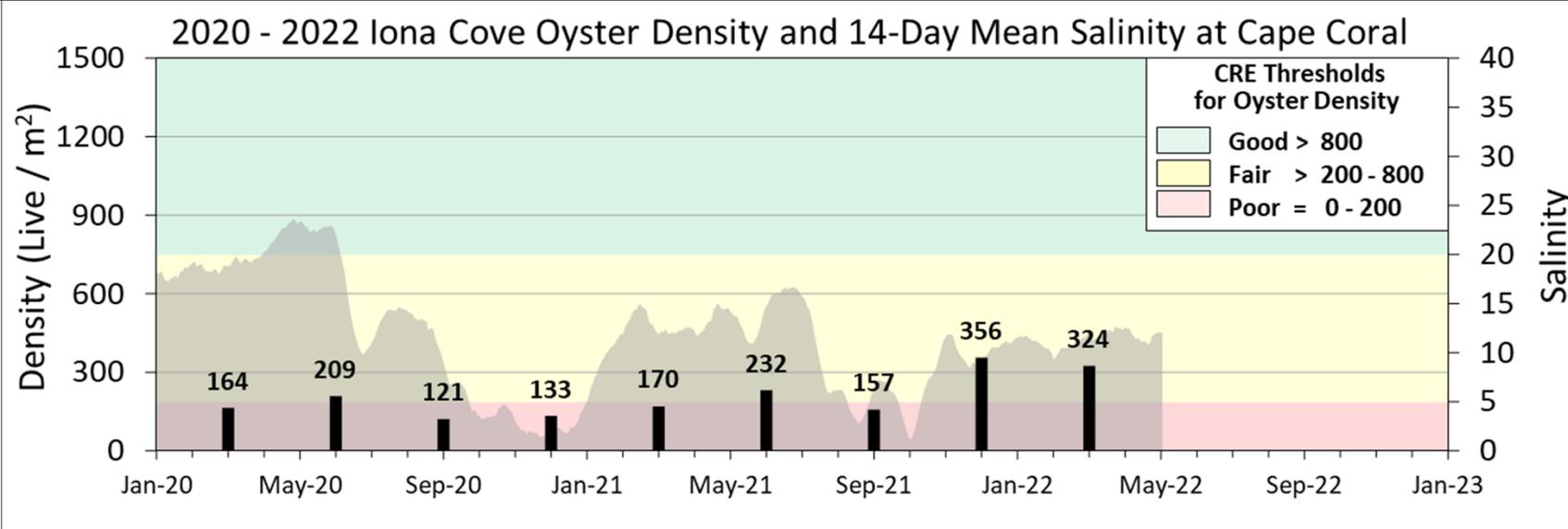
2020 - 2022 Bird Island Oyster Recruitment and 14-Day Mean Salinity at Shell Point



DRAFT

# Caloosahatchee Estuary – Oyster Density

To Be Updated



# Everglades Stormwater Treatment Areas (STAs)

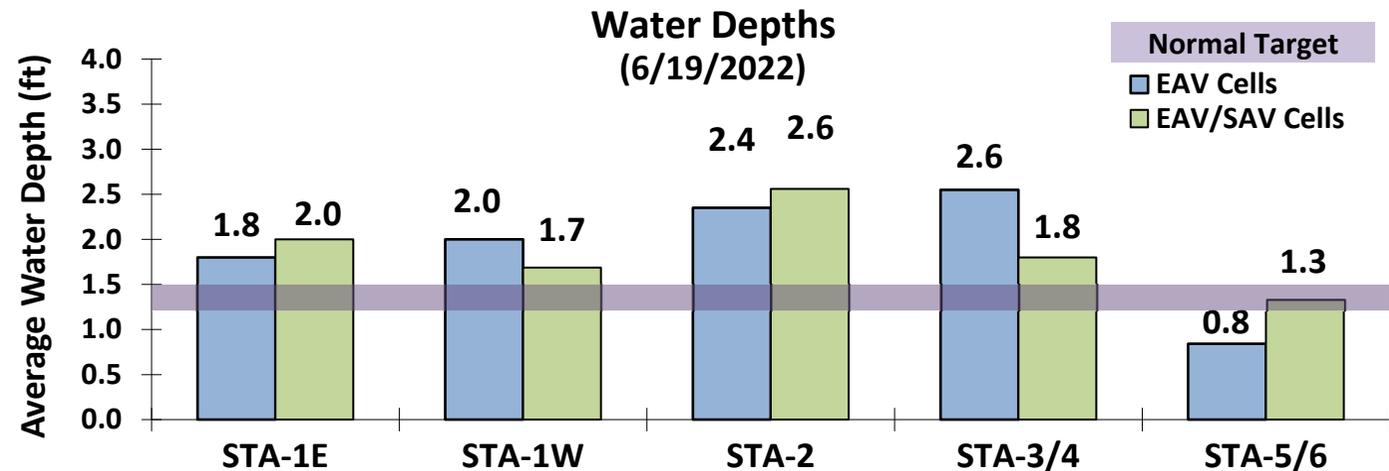
**DRAFT**  
**To Be Updated**

Water Year 2023  
5/1/2022 to 6/19/2022

- STAs treated basin runoff in June
  - Total WY2023 inflows to STAs (5/1/2022 to 6/19/2022): ~264,000 ac-ft
  - Lake Okeechobee releases to FEB/STAs in WY2023: ~12,400 ac-ft
- Extensive vegetation management activities underway to address stressed and highly stressed vegetation especially in EAV cells
- Most treatment cells are at or near target depth

	STA-1E	STA-1W	STA-2	STA-3/4	STA-5/6
Inflow TP Concentration (ppb)	125	231	139	112	159
Outflow TP Concentration (ppb)	22	26	31	16	21
365-day Phosphorus Loading Rate (g/m <sup>2</sup> /yr)	2.9	0.4	0.9	1.1	1.0
Inflow Volume (ac-ft)	49,000	23,200	106,900	83,400	4,700

*Includes preliminary data; all concentrations are flow-weighted means*



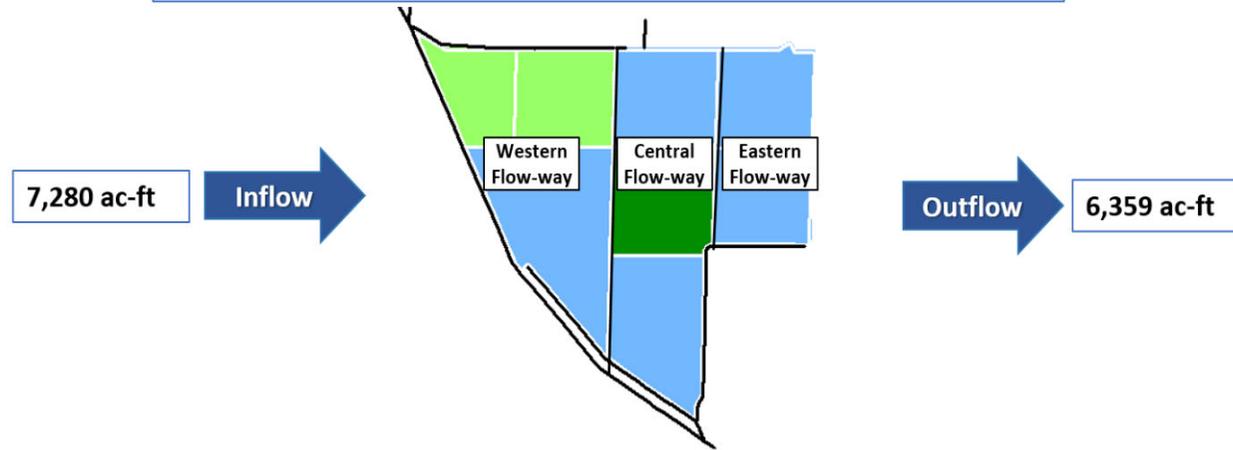
*Includes preliminary data; Emergent Aquatic Vegetation (EAV); Submerged Aquatic Vegetation (SAV)*

# STA-1E

DRAFT

To Be Updated

STA-1E Weekly Status Report – 6/13/2022 through 6/19/2022



STA-1E Flow-Way Status			
Flow-Way	Vegetation Status Healthy ----- Stressed	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions
Eastern	← →		Vegetation management
Central	← →		Vegetation rehabilitation
Western	Offline, post-construction grow in starting 3/28/2022		

As of 6/19/2022	
Stage Based: Relative to Target Stage (TS)	
	Deep Water Level (> 2.8' above TS)
	High Water Level (1.5' – 2.8' above TS)
	0.2' – 1.5' above TS
	Target Stage (TS +/- 0.2')
	Low Water Level (<0.2' below TS)
Depth / Area Based: Percent of Area Dry	
	0-25% Dry
	25-50% Dry
	50-75% Dry
	75-100% Dry

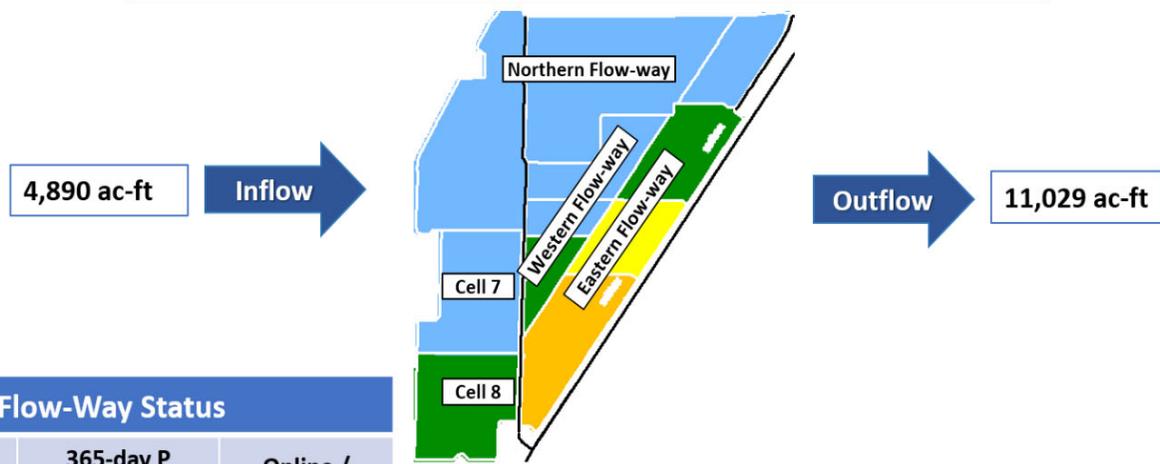
STA-1E Flow & Phosphorus Concentration			
	7-day	28-day	365-day
Total Inflow, ac-ft	7,280	44,223	212,023
--Lake Inflow, ac-ft	0	N/A	2,800
Total Outflow, ac-ft	6,359	40,068	179,069
Inflow Conc., ppb	118	124	119
Outflow Conc., ppb	26	22	22
Includes Preliminary Data			

# STA-1W

DRAFT

To Be Updated

STA-1W Weekly Status Report – 6/13/2022 through 6/19/2022



STA-1W Flow-Way Status			
Flow-Way	Vegetation Status Healthy --- Stressed	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions
Northern	←  →		Vegetation management
Western	←  →		Vegetation management
Eastern	←  →		Vegetation management
Cell 7	←  →	N/A	Online
Cell 8	←  →	N/A	Construction

As of 6/19/2022	
Stage Based: Relative to Target Stage (TS)	
	Deep Water Level (> 2.8' above TS)
	High Water Level (1.5' – 2.8' above TS)
	0.2' – 1.5' above TS
	Target Stage (TS +/- 0.2')
	Low Water Level (<0.2' below TS)
Depth / Area Based: Percent of Area Dry	
	0-25% Dry
	25-50% Dry
	50-75% Dry
	75-100% Dry

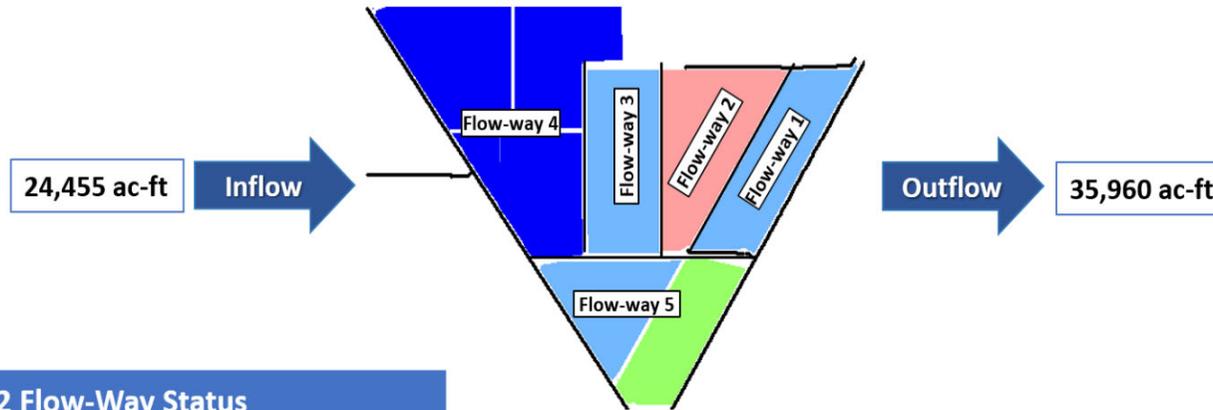
STA-1W Flow & Phosphorus Concentration			
	7-day	28-day	365-day
Total Inflow, ac-ft	4,890	22,174	79,203
--Lake Inflow, ac-ft	0	N/A	3,000
Total Outflow, ac-ft	11,029	23,919	76,693
Inflow Conc., ppb	228	236	180
Outflow Conc., ppb	25	26	24
Includes Preliminary Data			

# STA-2

DRAFT

To Be Updated

STA-2 Weekly Status Report – 6/13/2022 through 6/19/2022



STA-2 Flow-Way Status			
Flow-Way	Vegetation Status Healthy ----- Stressed	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions
1	←  →		Online
2	Offline, construction activities as of 9/7/2021		
3	←  →		Vegetation Rehab
4	←  →		Vegetation Rehab
5	←  →		Online

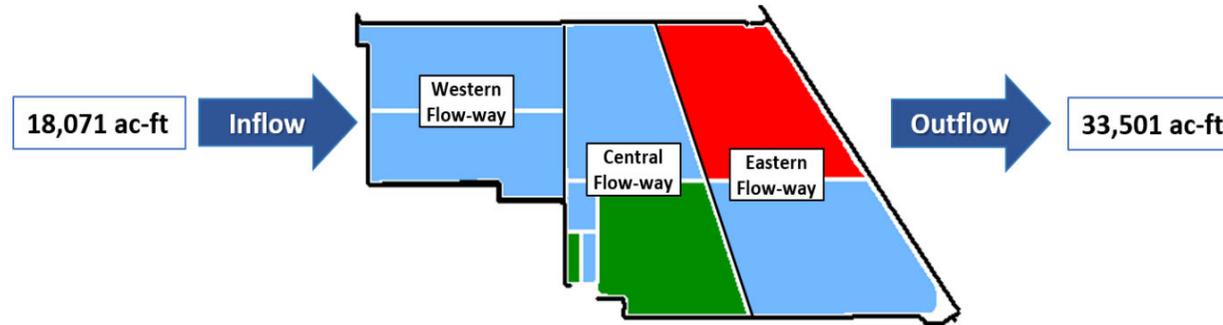
As of 6/19/2022	
Stage Based: Relative to Target Stage (TS)	
	Deep Water Level (> 2.8' above TS)
	High Water Level (1.5' – 2.8' above TS)
	0.2' – 1.5' above TS
	Target Stage (TS +/- 0.2')
	Low Water Level (<0.2' below TS)
Depth / Area Based: Percent of Area Dry	
	0-25% Dry
	25-50% Dry
	50-75% Dry
	75-100% Dry

STA-2 Flow & Phosphorus Concentration			
	7-day	28-day	365-day
Total Inflow, ac-ft	24,455	88,257	364,920
--Lake Inflow, ac-ft	0	N/A	29,000
Total Outflow, ac-ft	35,960	100,900	389,636
Inflow Conc., ppb	212	156	104
Outflow Conc., ppb	40	32	20
Includes Preliminary Data			

# STA-3/4

**DRAFT**  
**To Be Updated**

STA-3/4 Weekly Status Report – 6/13/2022 through 6/19/2022

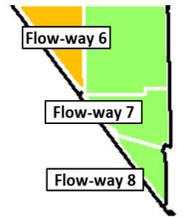
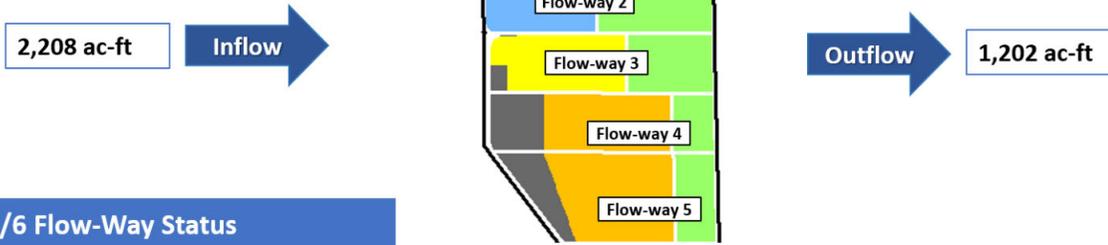


STA-3/4 Flow-Way Status				As of 6/19/2022		STA-3/4 Flow & Phosphorus Concentration			
Flow-Way	Vegetation Status Healthy ----- Stressed ←-----→	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions	Stage Based: Relative to Target Stage (TS)			7-day	28-day	365-day
				<ul style="list-style-type: none"> <li><span style="color: purple;">■</span> Deep Water Level (&gt; 2.8' above TS)</li> <li><span style="color: blue;">■</span> High Water Level (1.5' – 2.8' above TS)</li> <li><span style="color: lightblue;">■</span> 0.2' – 1.5' above TS</li> <li><span style="color: green;">■</span> Target Stage (TS +/- 0.2')</li> <li><span style="color: lightgreen;">■</span> Low Water Level (&lt;0.2' below TS)</li> </ul>					
Eastern	Offline, vegetation management drawdown as of 3/1/2021			Depth / Area Based: Percent of Area Dry					
Central	←-----→		Online	<span style="color: yellow;">■</span> 0-25% Dry	<span style="color: pink;">■</span> 50-75% Dry				
Western	←-----→		Online	<span style="color: orange;">■</span> 25-50% Dry	<span style="color: red;">■</span> 75-100% Dry				
						Total Inflow, ac-ft	18,071	75,801	389,713
						--Lake Inflow, ac-ft	0	N/A	6,600
						Total Outflow, ac-ft	33,501	69,986	353,630
						Inflow Conc., ppb	128	108	93
						Outflow Conc., ppb	14	15	15
						Includes Preliminary Data			

# STA-5/6

**DRAFT**  
**To Be Updated**

STA-5/6 Weekly Status Report – 6/13/2022 through 6/19/2022



STA-5/6 Flow-Way Status

Flow-Way	Vegetation Status Healthy ----- Stressed	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions
1	← Healthy	1.0	Online
2	← Healthy	1.0	Online
3	← Healthy	1.0	Online
4	Offline, vegetation management starting 01/24/2022		
5	← Healthy	1.0	Online

As of 6/19/2022

Stage Based: Relative to Target Stage (TS)

- Deep Water Level (> 2.8' above TS)
- High Water Level (1.5' – 2.8' above TS)
- 0.2' – 1.5' above TS
- Target Stage (TS +/- 0.2')
- Low Water Level (<0.2' below TS)

Depth / Area Based: Percent of Area Dry

- 0-25% Dry
- 25-50% Dry
- 50-75% Dry
- 75-100% Dry

STA-5/6 Flow & Phosphorus Concentration

	7-day	28-day	365-day
Total Inflow, ac-ft	2,208	4,737	182,524
--Lake Inflow, ac-ft	0	N/A	300
Total Outflow, ac-ft	1,202	1,428	170,582
Inflow Conc., ppb	161	159	241
Outflow Conc., ppb	21	21	49

Includes Preliminary Data

STA-5/6 Flow-Way Status

Flow-Way	Vegetation Status Healthy ----- Stressed	365-day P Loading Rate (below 1.0 g P /m <sup>2</sup> /yr is optimal)	Online / Offline / Restrictions
6	← Healthy	1.0	Online
7	← Healthy	1.0	Online
8	← Healthy	1.0	Online

As of 6/19/2022

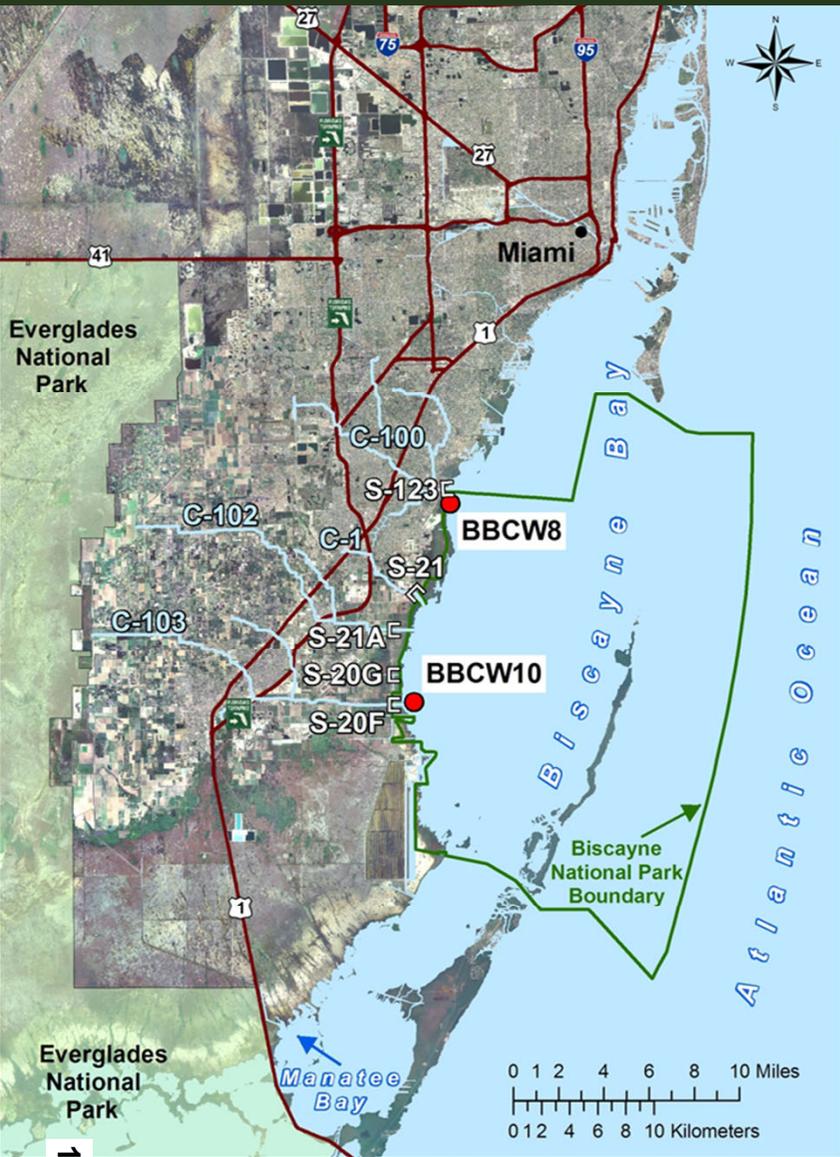
Stage Based: Relative to Target Stage (TS)

- Deep Water Level (> 2.8' above TS)
- High Water Level (1.5' – 2.8' above TS)
- 0.2' – 1.5' above TS
- Target Stage (TS +/- 0.2')
- Low Water Level (<0.2' below TS)

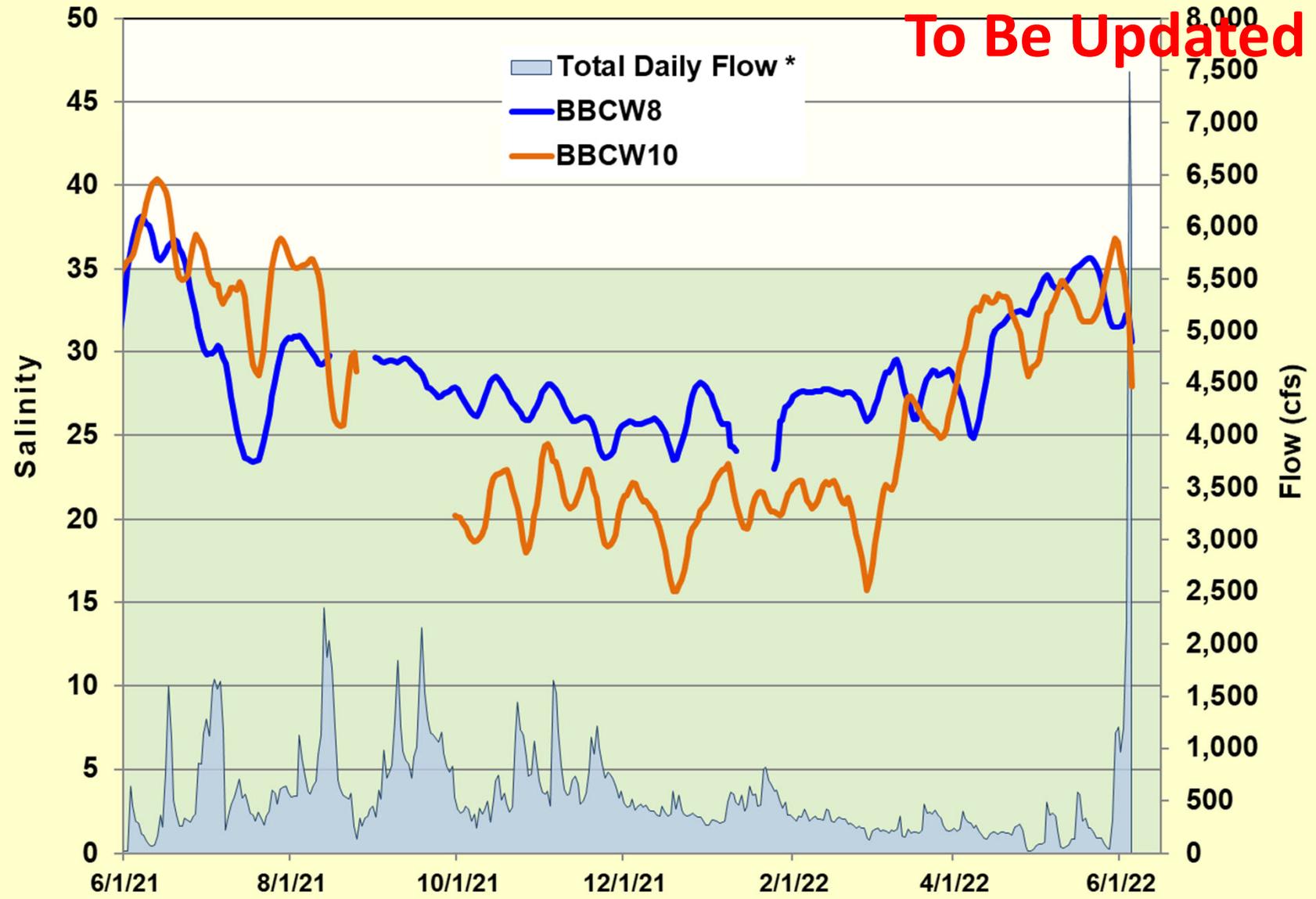
Depth / Area Based: Percent of Area Dry

- 0-25% Dry
- 25-50% Dry
- 50-75% Dry
- 75-100% Dry

# Biscayne Bay



Seven Day Mean Salinity (BBCW8 & BBCW10) & Total Daily Flow

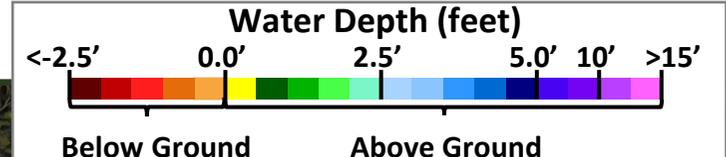
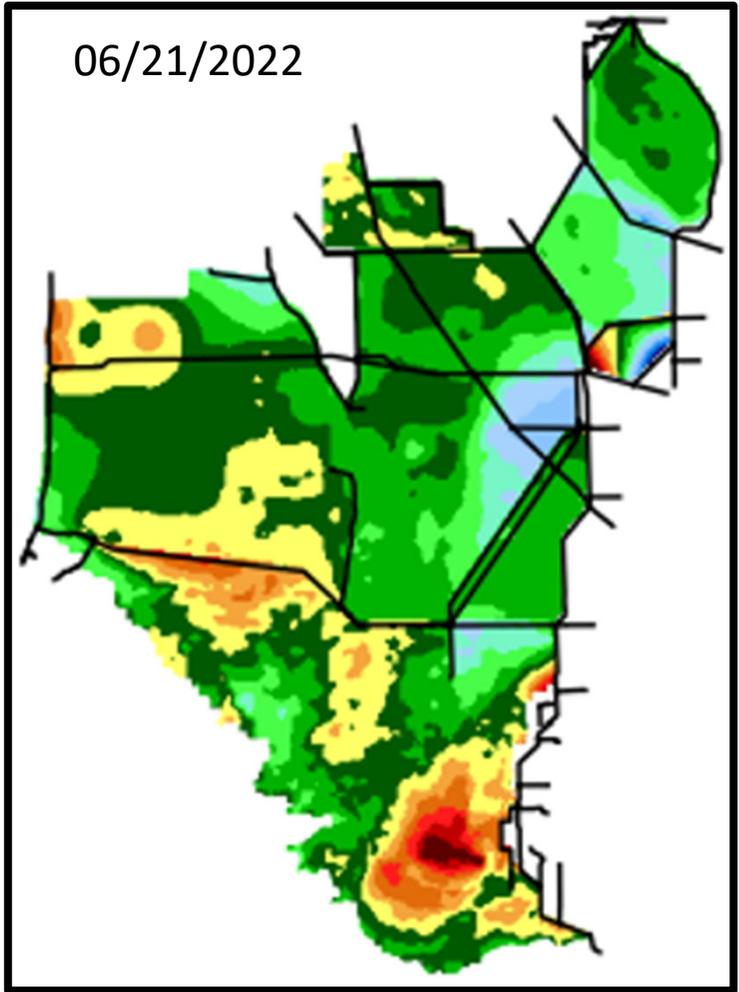
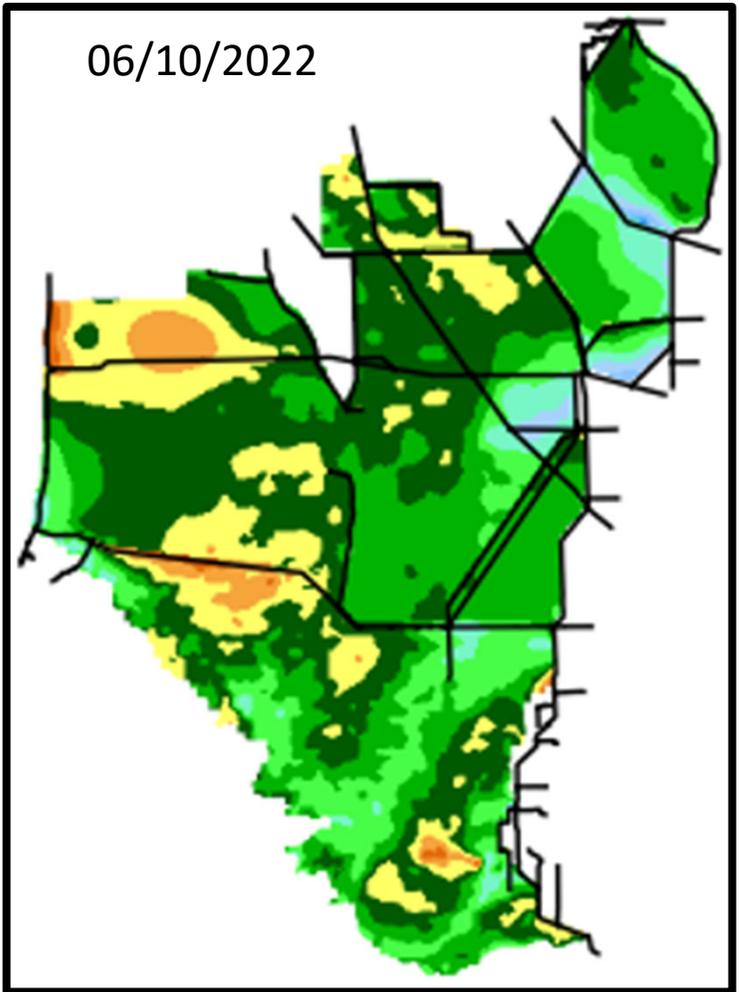
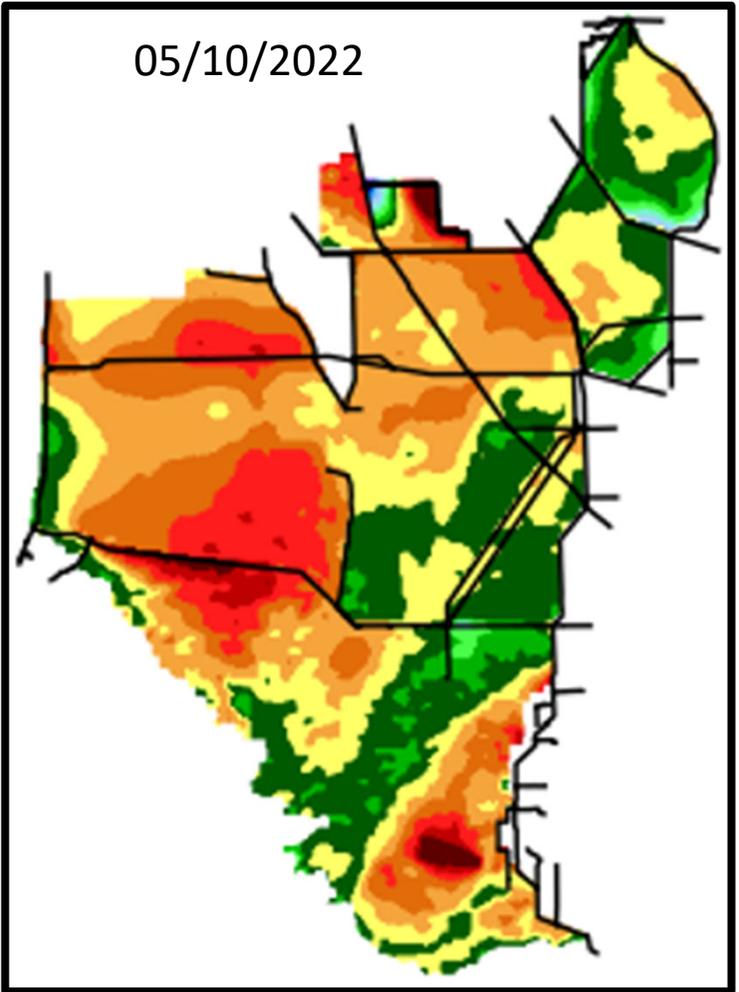


**DRAFT**  
**To Be Updated**

\* Total flow from S20G, S20F, S21, S21A, S123, S700P

# Everglades Water Depth Maps

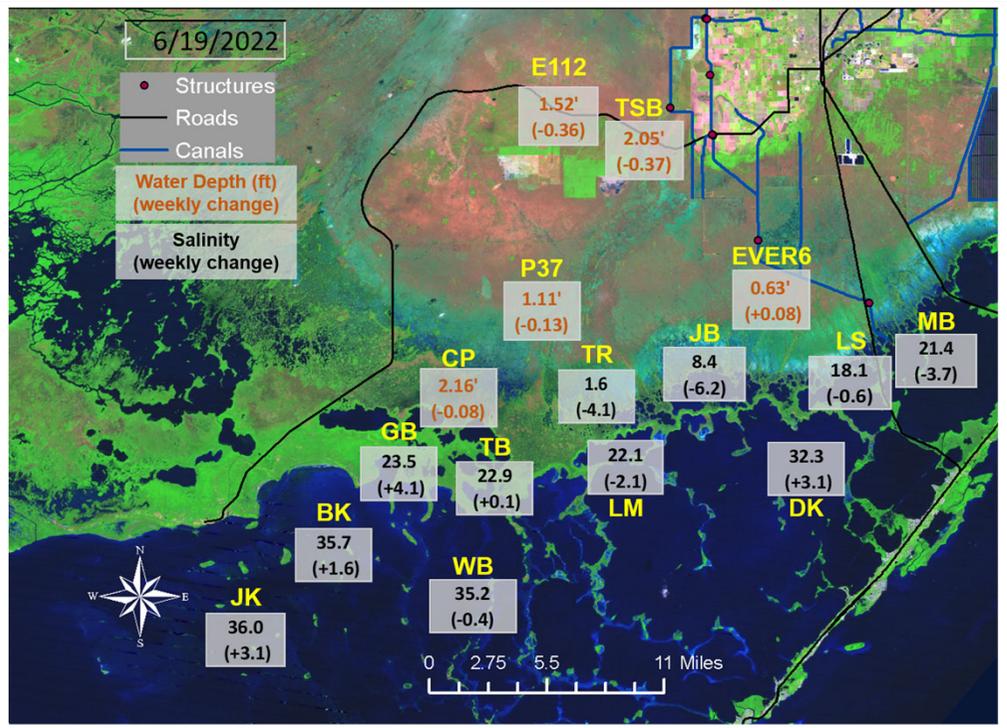
DRAFT  
To Be Updated



DRAFT

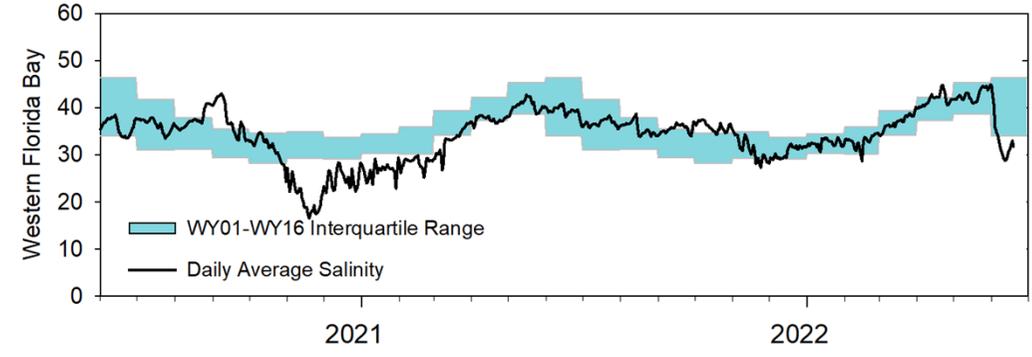
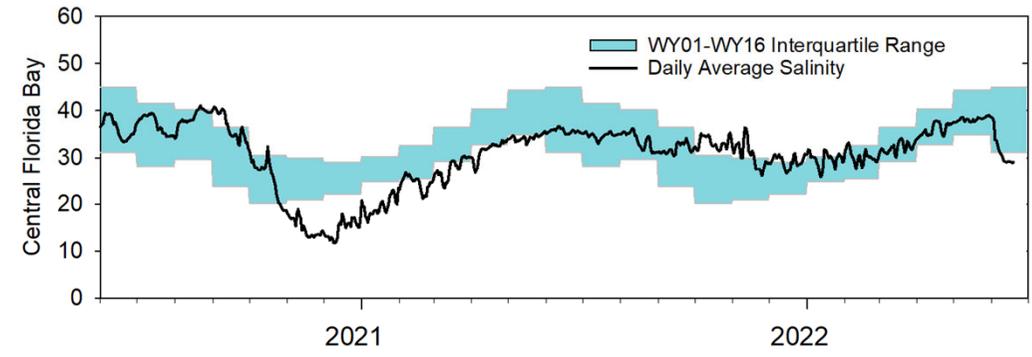
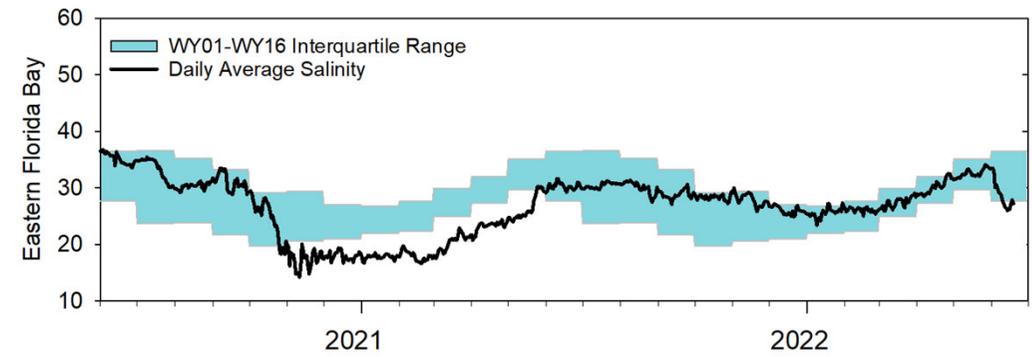
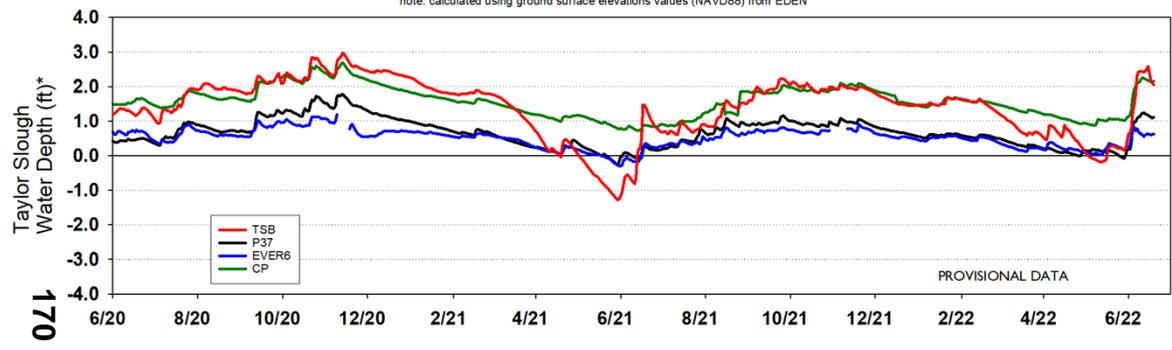
# Taylor Slough Stages and Florida Bay Salinity

To Be Updated



Taylor Slough Water Depths

\*note: calculated using ground surface elevations values (NAVD88) from EDEN



# Questions



*Wading birds at Moonshine Bay, Lake Okeechobee, May 2022  
Photograph courtesy of SFWMD staff*

# Western Everglades Restoration Project

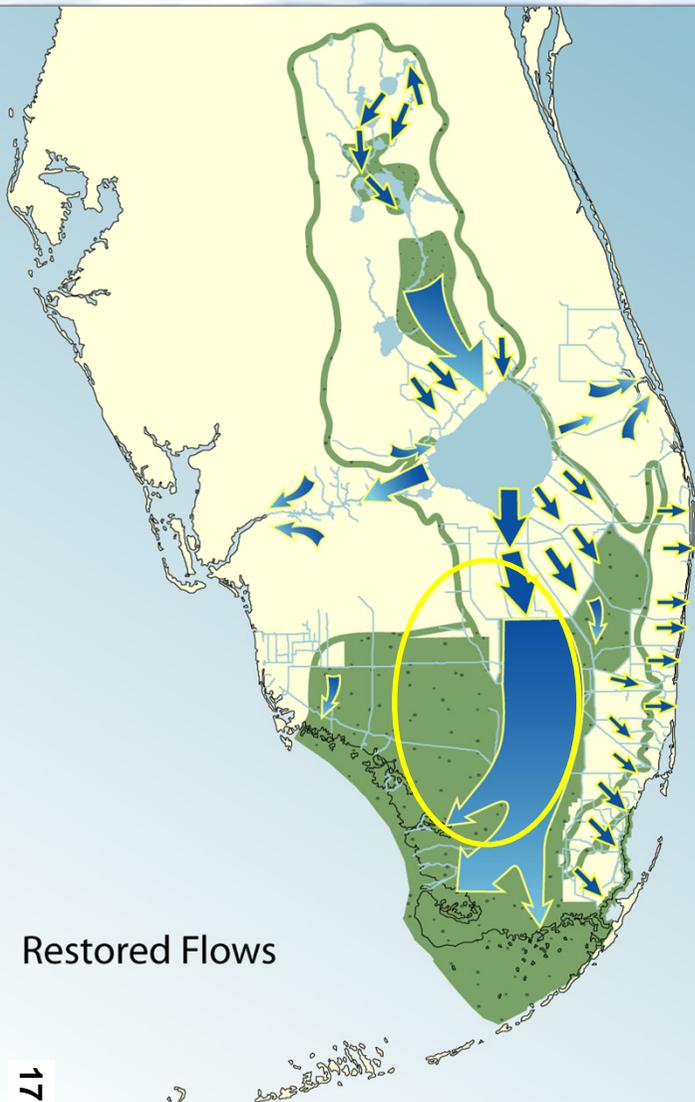
Governing Board

July 14, 2022

Jennifer Leeds, Bureau Chief  
Ecosystem Restoration Planning

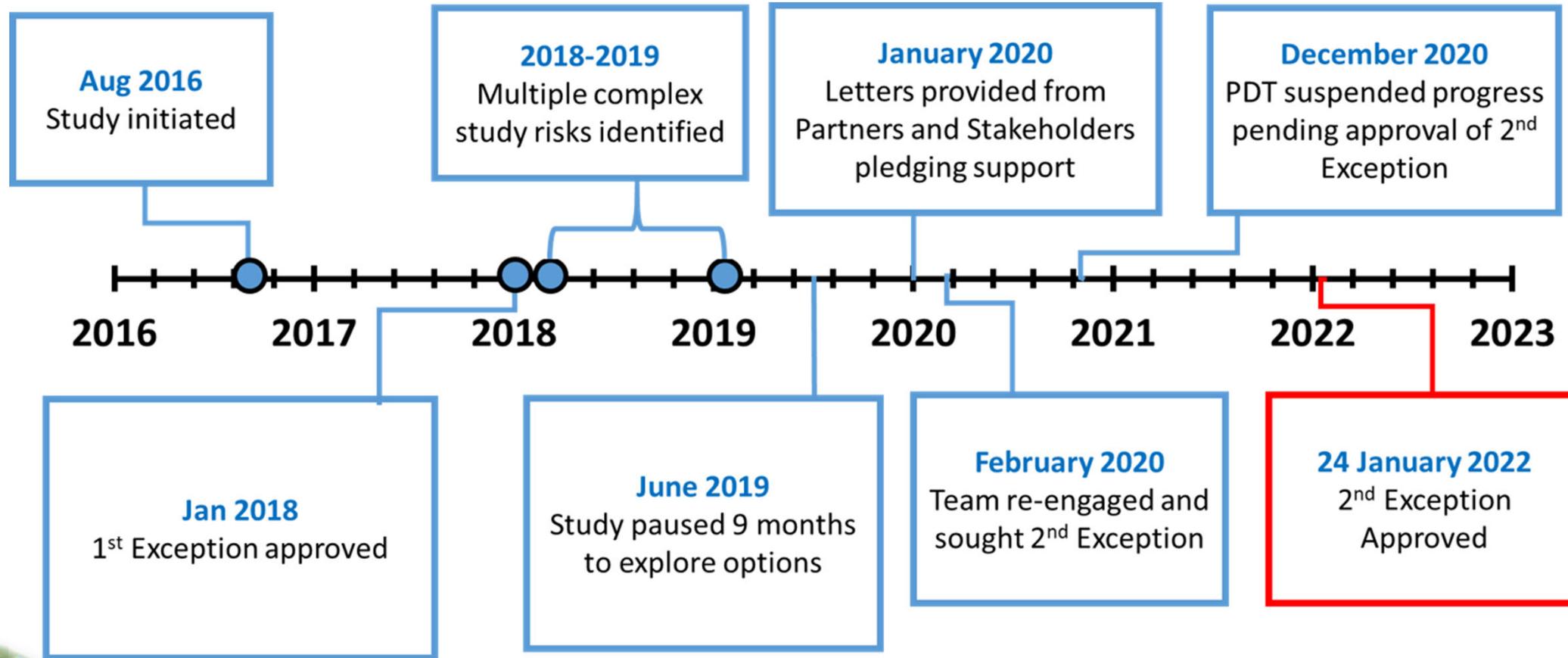


# Introduction



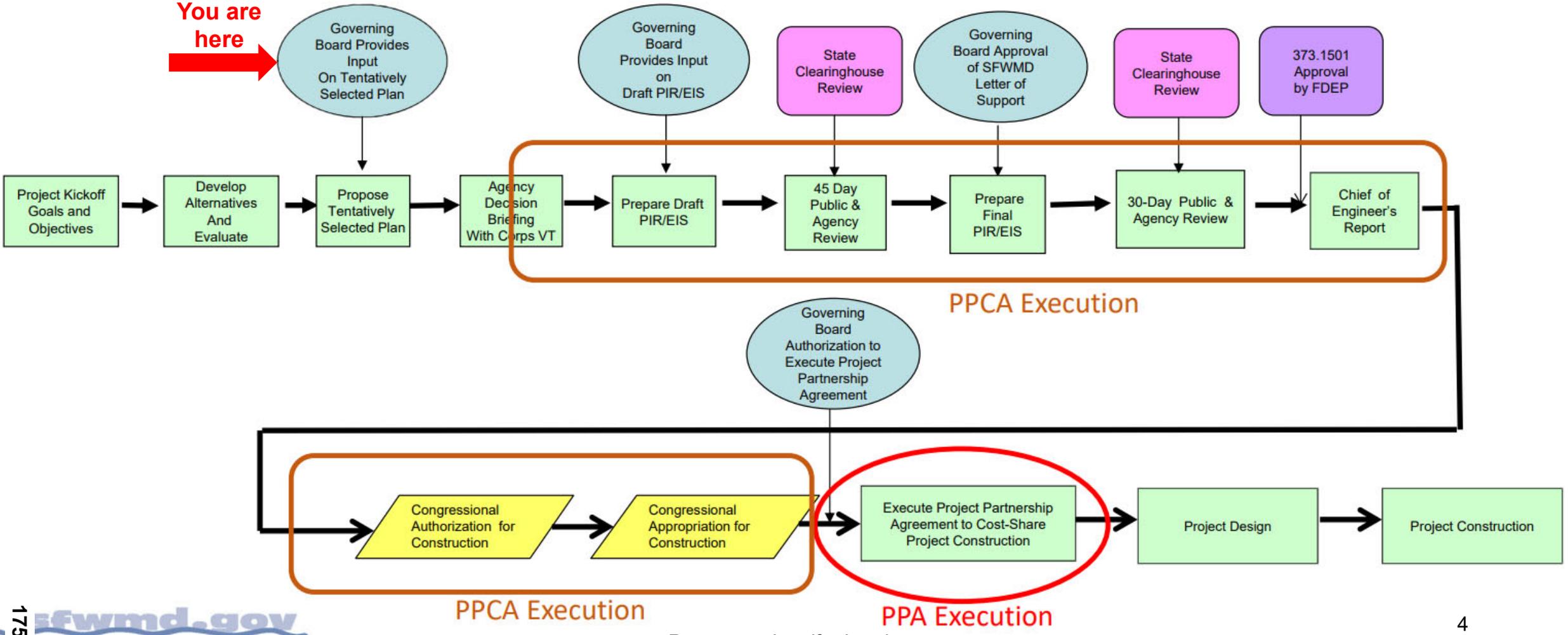
- A component of the Comprehensive Everglades Restoration Plan (CERP)
- Planning project
- Located on the western side of the central Everglades
- Restores flows on the western side of the Everglades, in Big Cypress National Preserve and Everglades National Park

# WERP Timeline



# CERP Planning Timeline

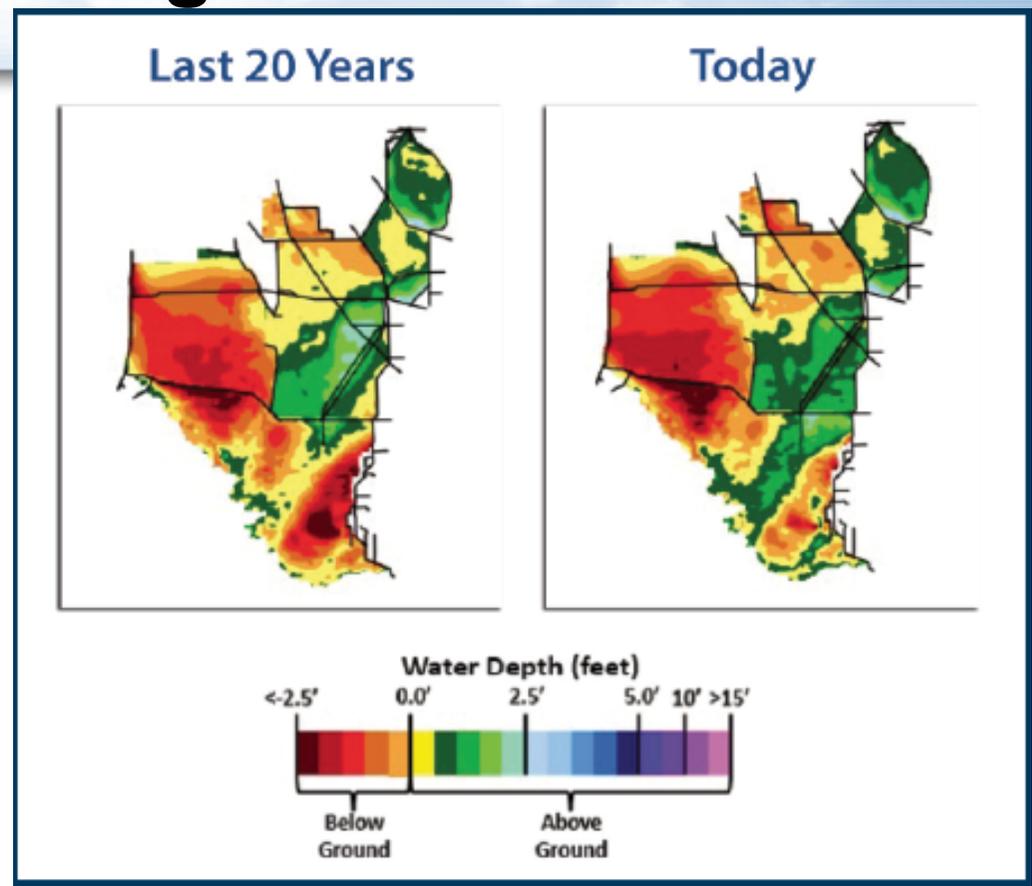
You are here



# Restoration Is Working – Recreating The River of Grass

## Next Steps to Further Restore The River of Grass

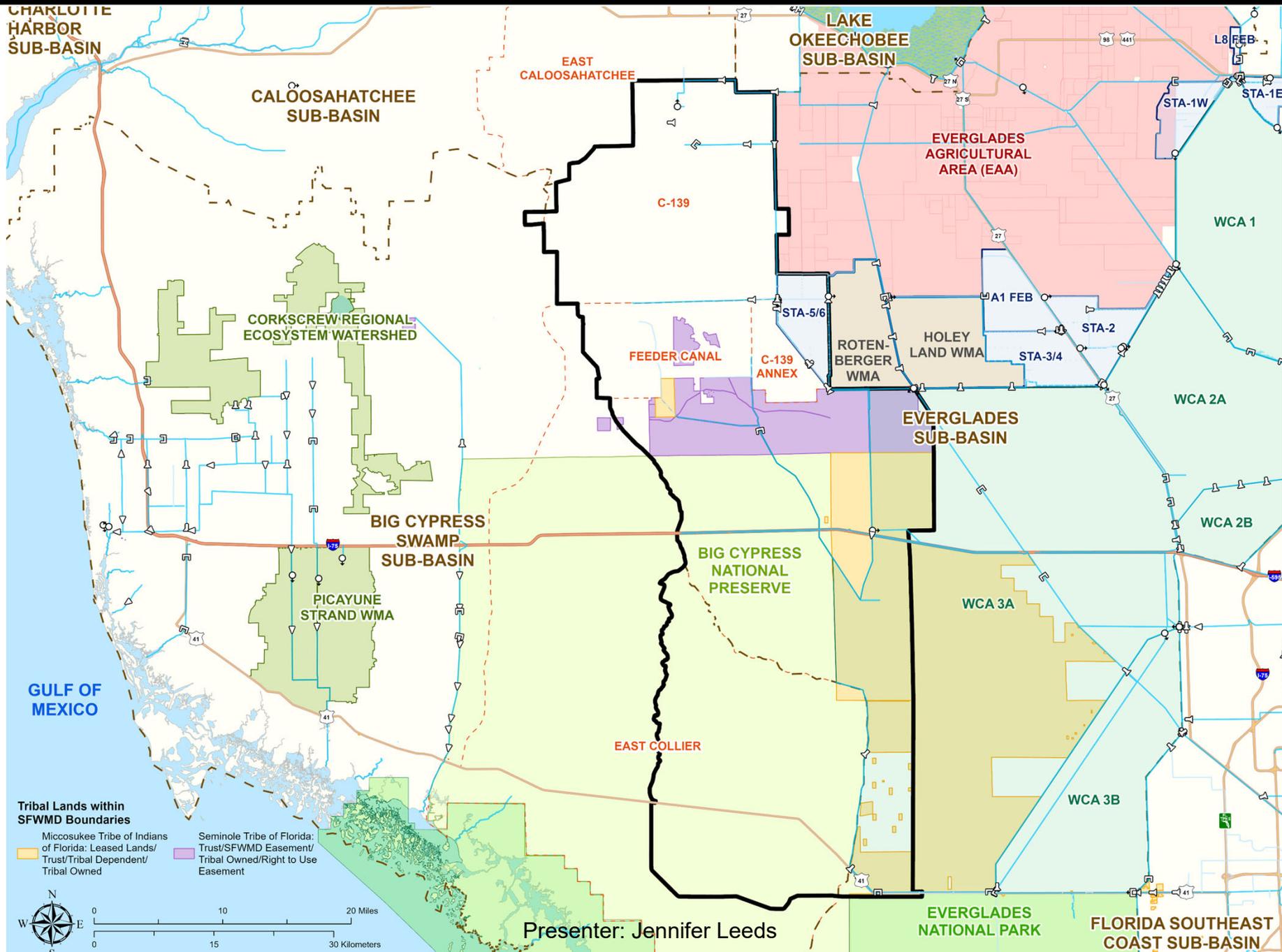
- Restoring the transition from the Big Cypress National Preserve to WCA3A and Everglades National Park is key to Everglades restoration. WERP is the project to address this area.



### GREEN = Restored River of Grass

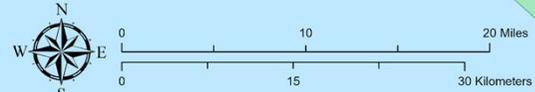
Two water depth graphs compare the average water depth over the last 20 years. There is less red (dry) in the Everglades National Park, and more green (hydrated) in the southern portion of the system including Shark River and Taylor Sloughs.





**Tribal Lands within SFWMD Boundaries**

 Miccosukee Tribe of Indians of Florida: Leased Lands/Trust/Tribal Dependent/Tribal Owned	 Seminole Tribe of Florida: Trust/SFWMD Easement/Tribal Owned/Right to Use Easement
--	--



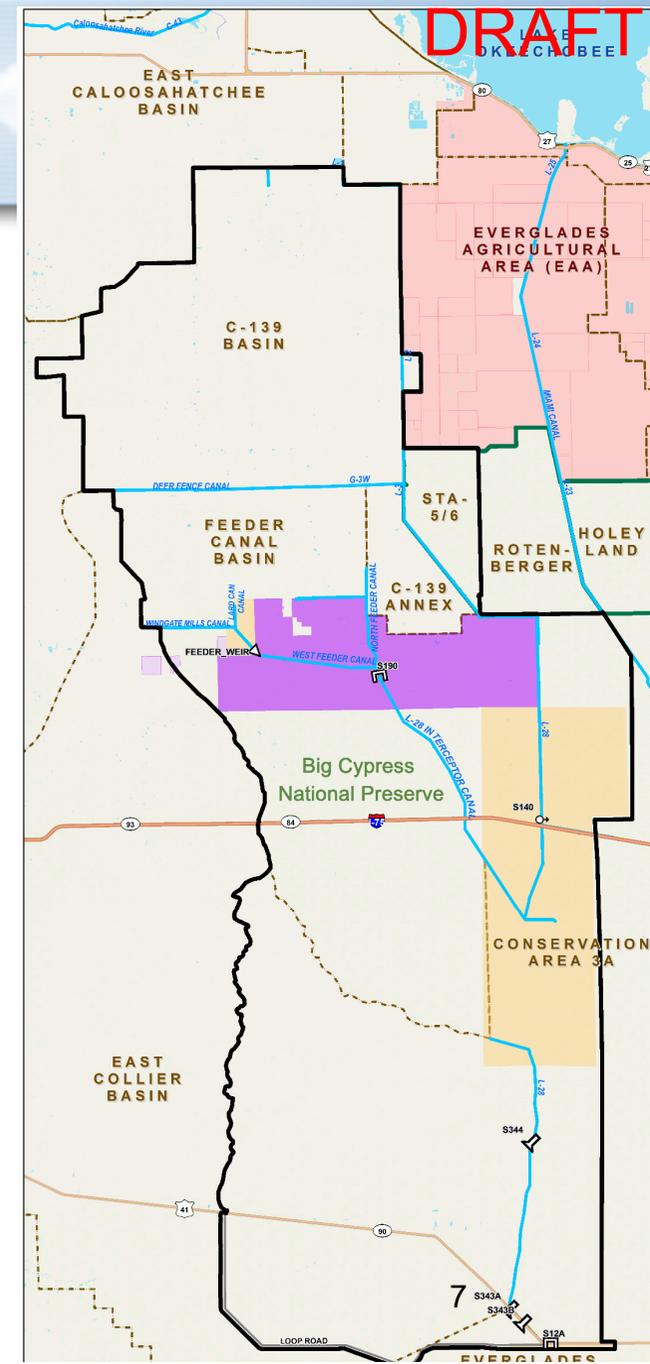
Presenter: Jennifer Leeds

# WERP Objectives

- Restore freshwater flows to improve seasonal hydroperiods and sheet flow
- Reestablish ecological connectivity and ecological resilience of the historic wetland/upland mosaic
- Restore water levels to reduce wildfires associated with altered hydrology
- Improve water quality conditions
- Promote system-wide resilience and improve system-wide operational flexibility

Presenter: Jennifer Leeds

	Seminole Tribe of Florida
	Miccosukee Tribe of Indians of Florida



# Proposed Tentatively Selected Plan

## Alternative "Hr": Hybrid revised

- Two Stormwater Treatment Areas (roughly 7,500 acres) to improve water quality
- Backfilling canals
- Degrading levees
- Culverts & control structures
- Tree island and wetland vegetation restoration
- Weirs
- Not connected to Lake Okeechobee

**LEGEND**

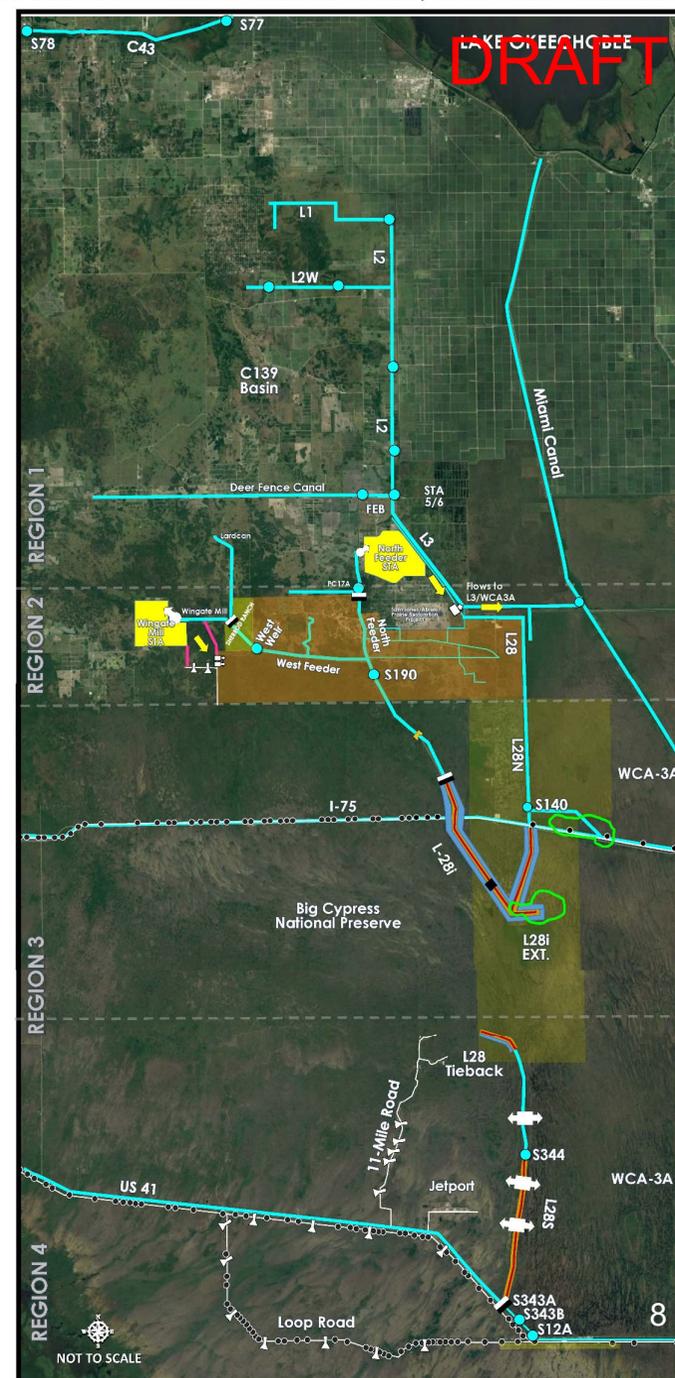
- Seminole Tribe of Florida Reservation
- Miccosukee Tribe of Indians of Florida Reservations
- Existing Culverts
- Existing Structures
- Existing Canals
- Existing Roads

**Measures\***

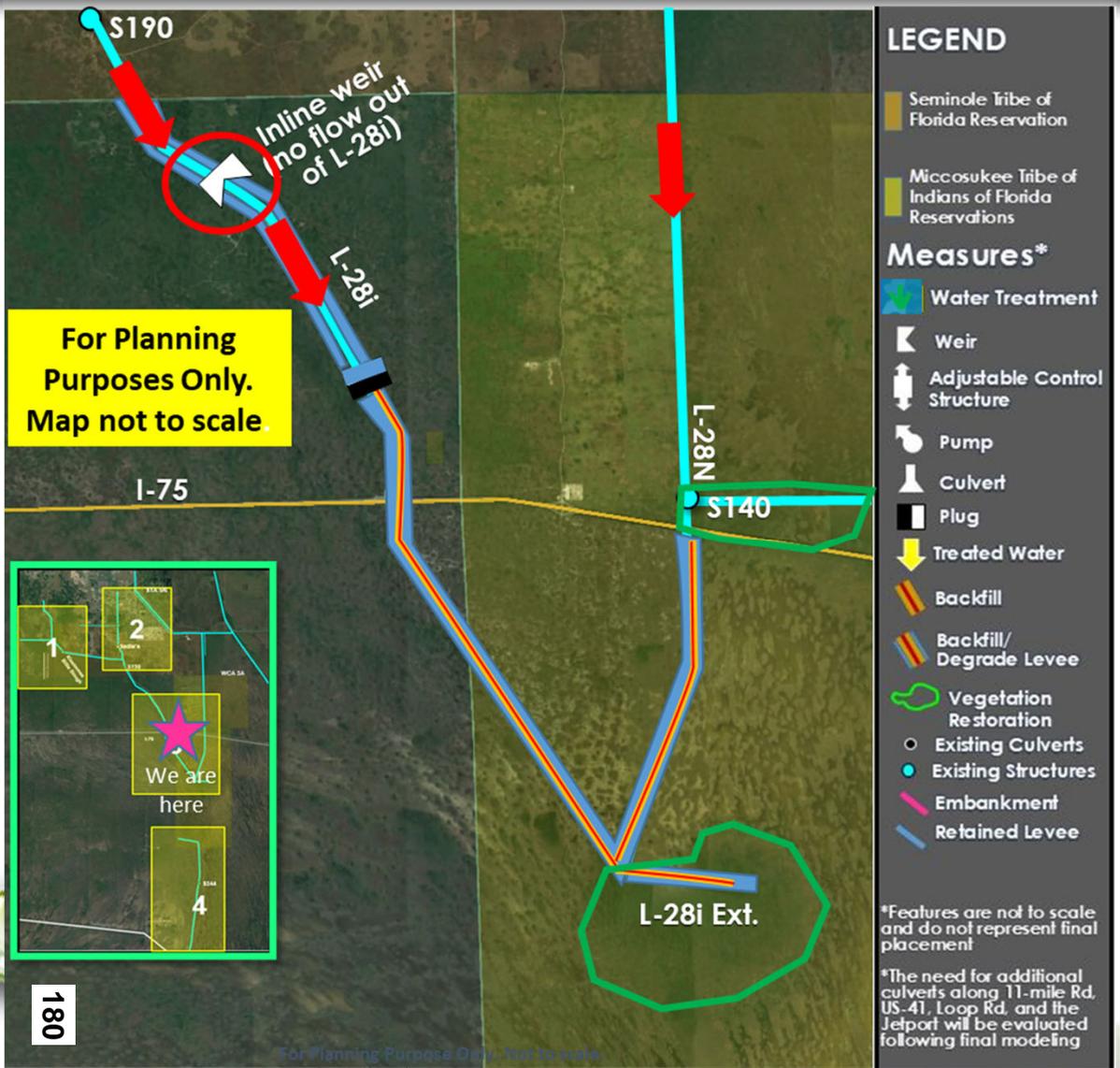
- Tree Island Restoration
- Water Treatment
- Weir
- Inline Weir
- Adjustable Control Structure
- Gated Structure
- Pump
- Culvert
- Plug
- Treated Water
- Canal Backfill
- Canal Backfill/Degrade Levee
- Vegetation Restoration
- Embankment

\*Features are not to scale and do not represent final placement. Features are subject to change based on conceptual design.

Last Updated: 28-MAR-2022



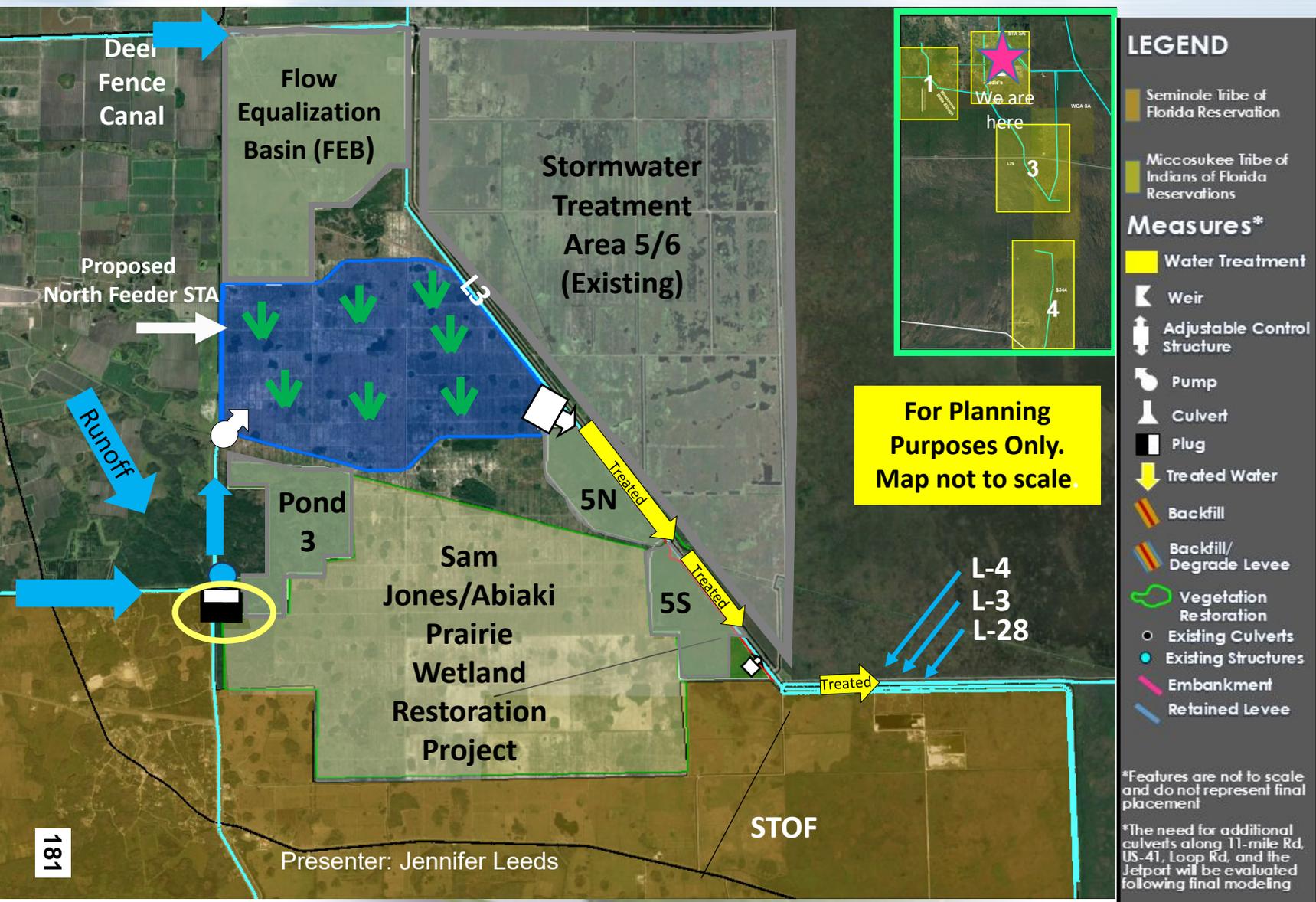
# Alternative HR – Central Area (3)



## Proposed WERP Features:

- Inline Weir on L-28i, to prevent water level drawdowns on Big Cypress Reservation
- Plug and backfill of L-28i extending approximately 1.5 miles north of I-75 (no flow out of L-28i)
- Levee degrade and backfill of canals at L-28i, L-28i extension, and L-28N south of I-75 (“Triangle”)
- McCormick’s Landing Restoration along L-28i
- Vegetation restoration near L-28 extension and S-140.

# Alternative HR – Eastern Area (2)



## Proposed WERP features:

- Plug on North Feeder Canal
- North Feeder Stormwater Treatment Area
- STA outfall canal to L-3

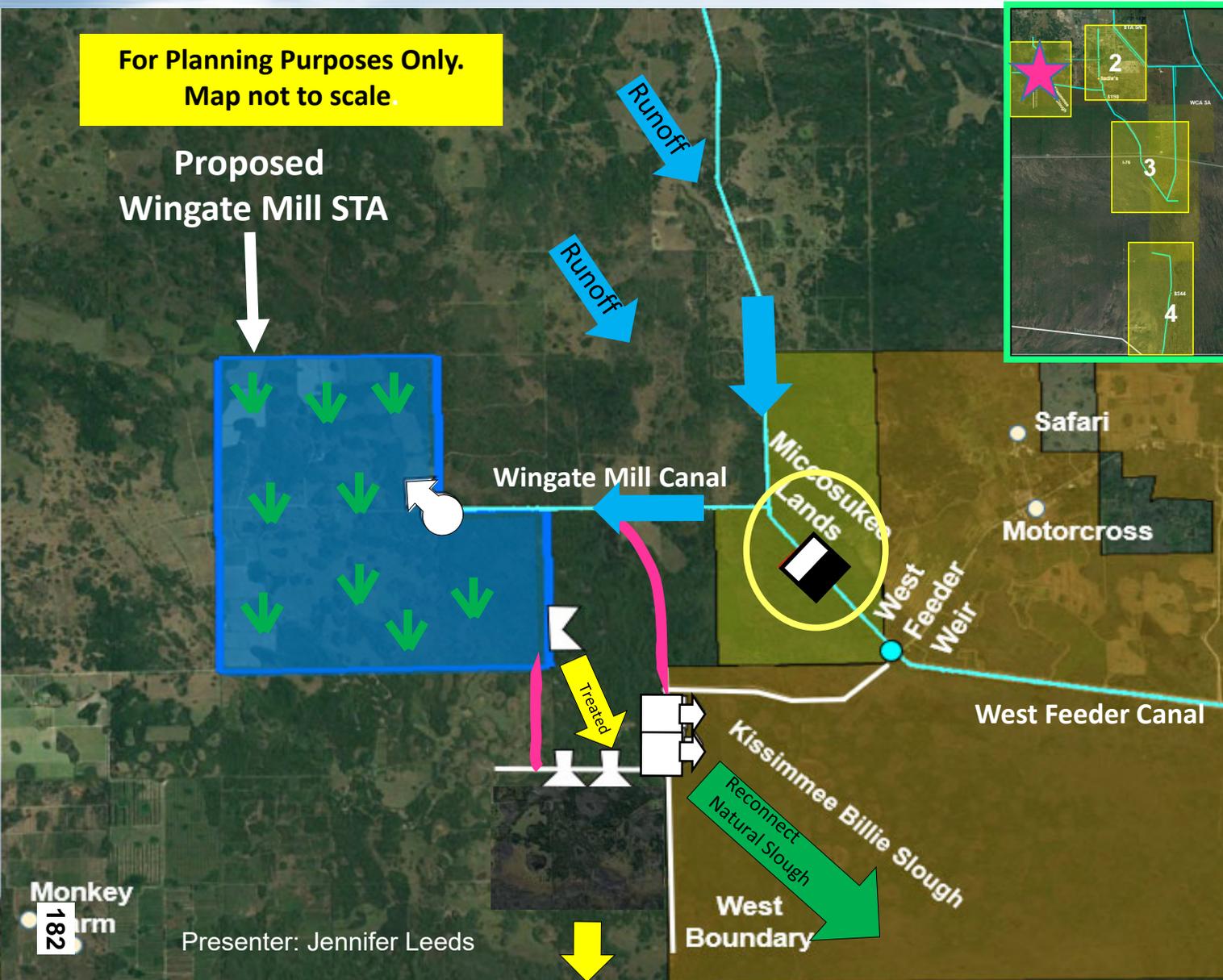
## Non-WERP Features:

- STA 5/6
- Abiaki Prairie Wetland Restoration
- Pond 3, 5N, 5S

## Under Construction

- C-139 Flow Equalization Basin (FEB)
- G-771 control structure

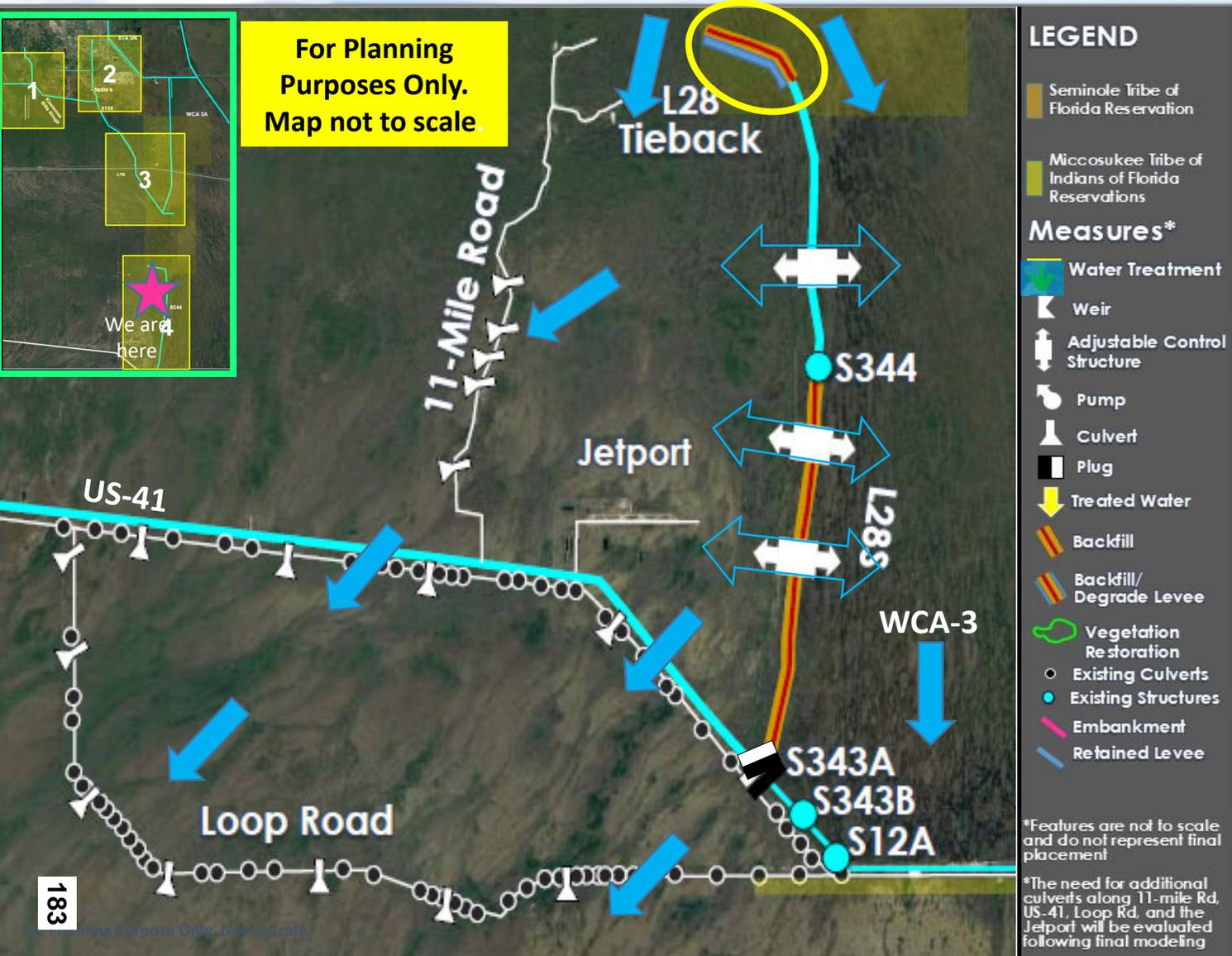
# Alternative HR – Western Area (1)



## Proposed WERP features:

- Plug on Wingate Mill Canal
- Wingate Mill Stormwater Treatment Area (STA):
  - 4,050 acres of treatment area
  - Outfall weir >1 mile from West Boundary of Big Cypress Reservation
- (2) Embankments to keep STA flows within natural slough
- Culverts under existing roads
- Adjustable control structures along West Boundary of Big Cypress Reservation

# Alternative HR – Southern Area (4)



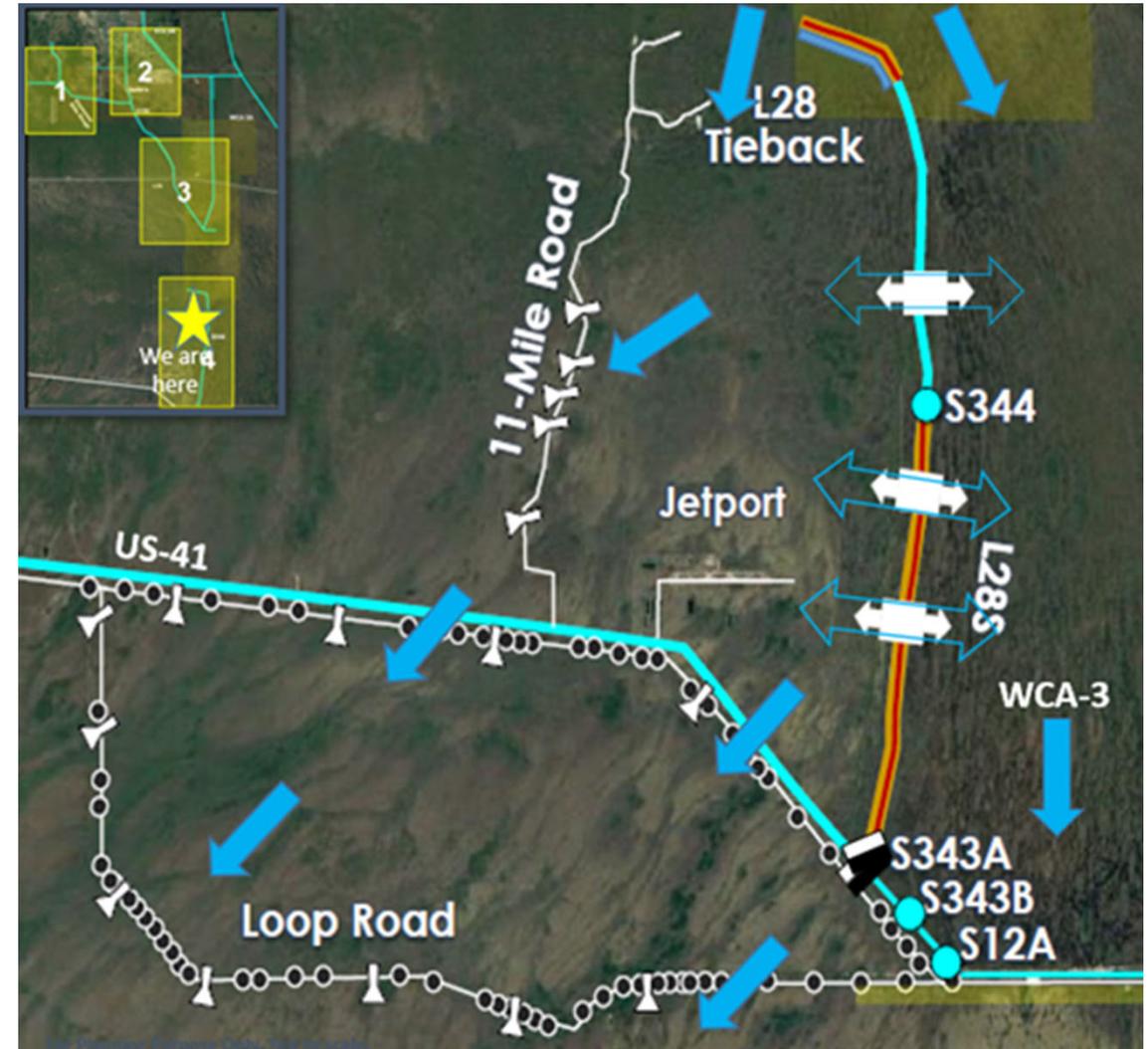
## Proposed WERP features:

- Degrade of L-28 Tieback levee and backfill canal
- Backfill of approximately 9 miles of L-28S within BCNP
- Construct 3 gated control structures in L-28S to allow flow between BCNP and WCA3A
- Construct additional culverts on US-41, Loop Rd, 11-mile Rd
- Install Plug on US-41 canal to prevent southeasterly flows

# Expediting Project Features

## L-28 South Culverts Effort

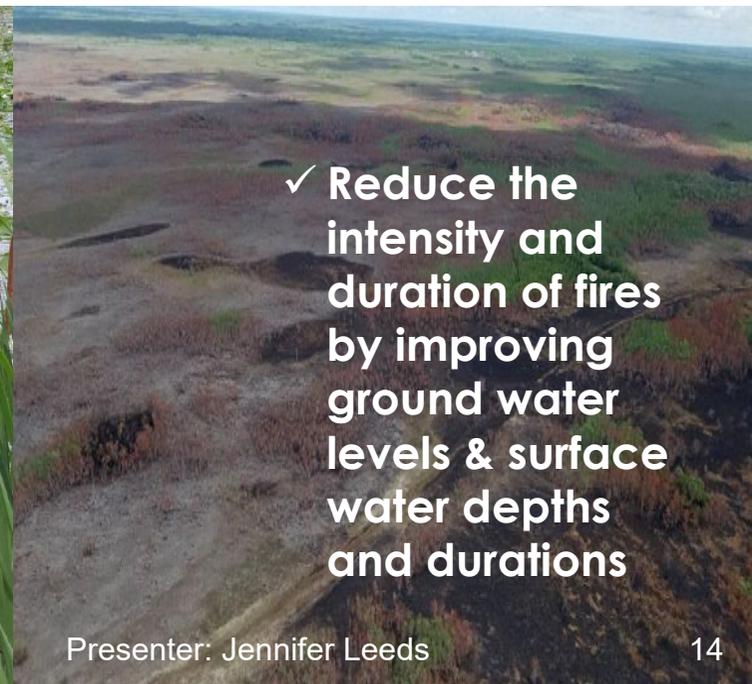
- Early benefits to southwest WCA-3A during high water
- Operable water control structures in L-28S
- Evaluating downstream conveyance under 11-mile road, US41 and Loop Road in Big Cypress National Preserve
- District is modeling and beginning design



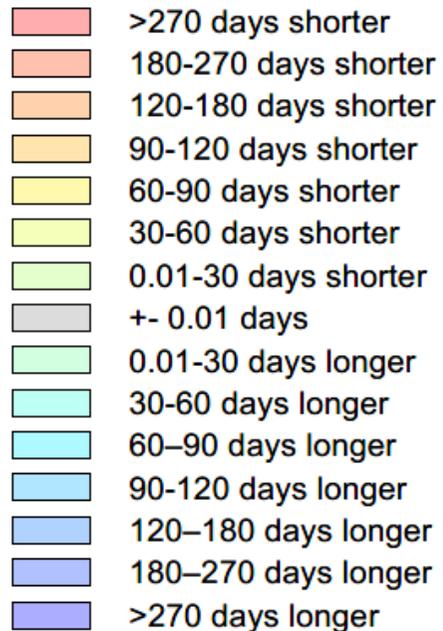
Presenter: Jennifer Leeds

## Alternative Hr Benefits

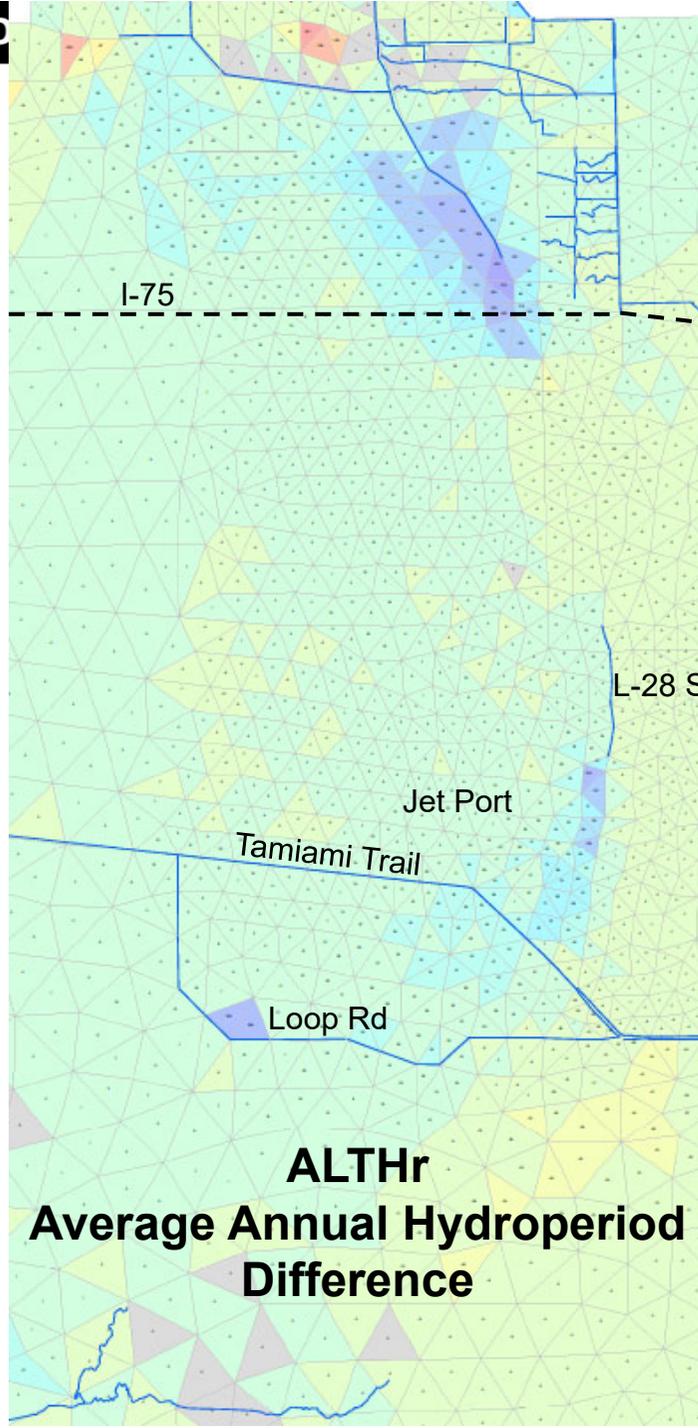
- Backfilling over 26 miles of canals to extend and restore groundwater and surface water hydrology in up to 165,000 acres
- Reconnecting over 8,000 acres of wetlands in the “triangle” with Big Cypress National Preserve and WCA3A
- Estimated 7,000 acres of vegetation restoration in WCA3A



Hydroperiod Class



Run Name: ALTHR-IORBL  
Run Date: July 22, 2020



**ALThr**  
**Average Annual Hydroperiod**  
**Difference**

Benefits:

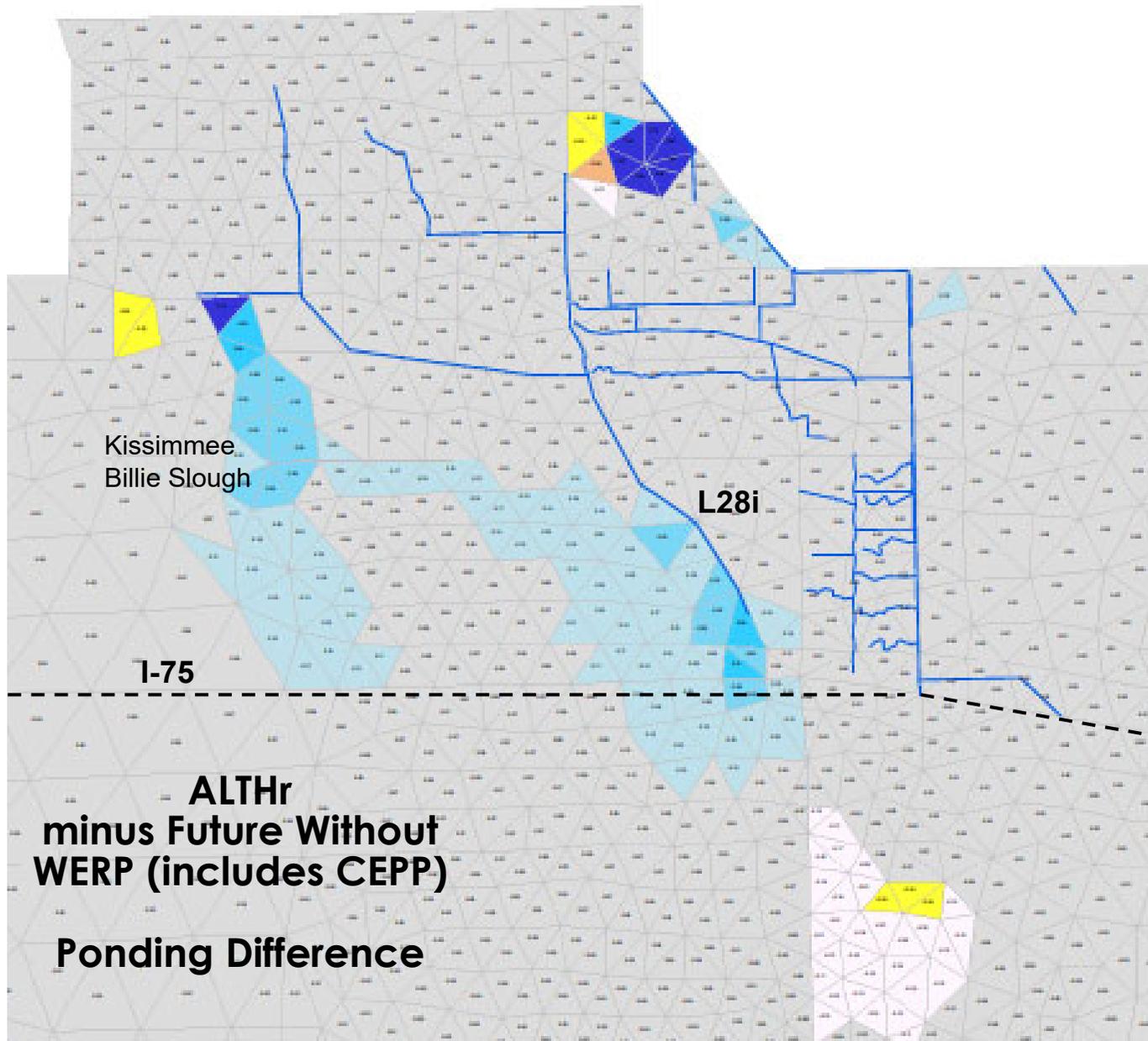
- Decreased hydroperiod for WCA3A
- Small increase in hydroperiod over large area.
- Improved operational flexibility
- Raised groundwater levels

Note: model results do not include culverts under TT, Loop and 11-mile roads

# WERP ALTHR - Restoring Water Levels



✓ Reduce the intensity and duration of fires by improving ground water levels & surface water depths and durations- up to 165,000 acres



- 0.01-0.25 higher
- 0.25-0.5 higher
- 0.50-0.75 higher
- 0.75-1.0 higher
- 1.0-2.0 higher
- 2.0-3.0 higher
- >3.0 higher

- >3.0 lower
- 2.0-3.0 lower
- 1.0-2.0 lower
- 0.75-1.0 lower
- 0.50-0.75 lower
- 0.25-0.50 lower
- 0.25-0.01 lower
- +/- 0.01

**ALThr  
minus Future Without  
WERP (includes CEPP)**

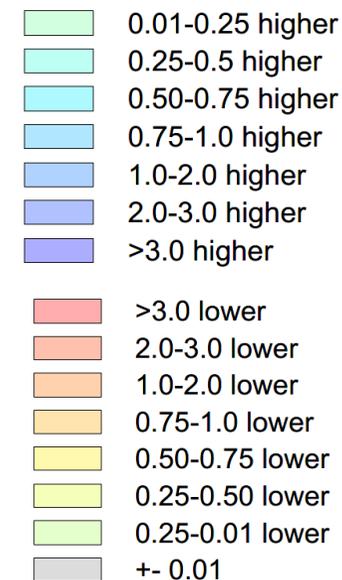
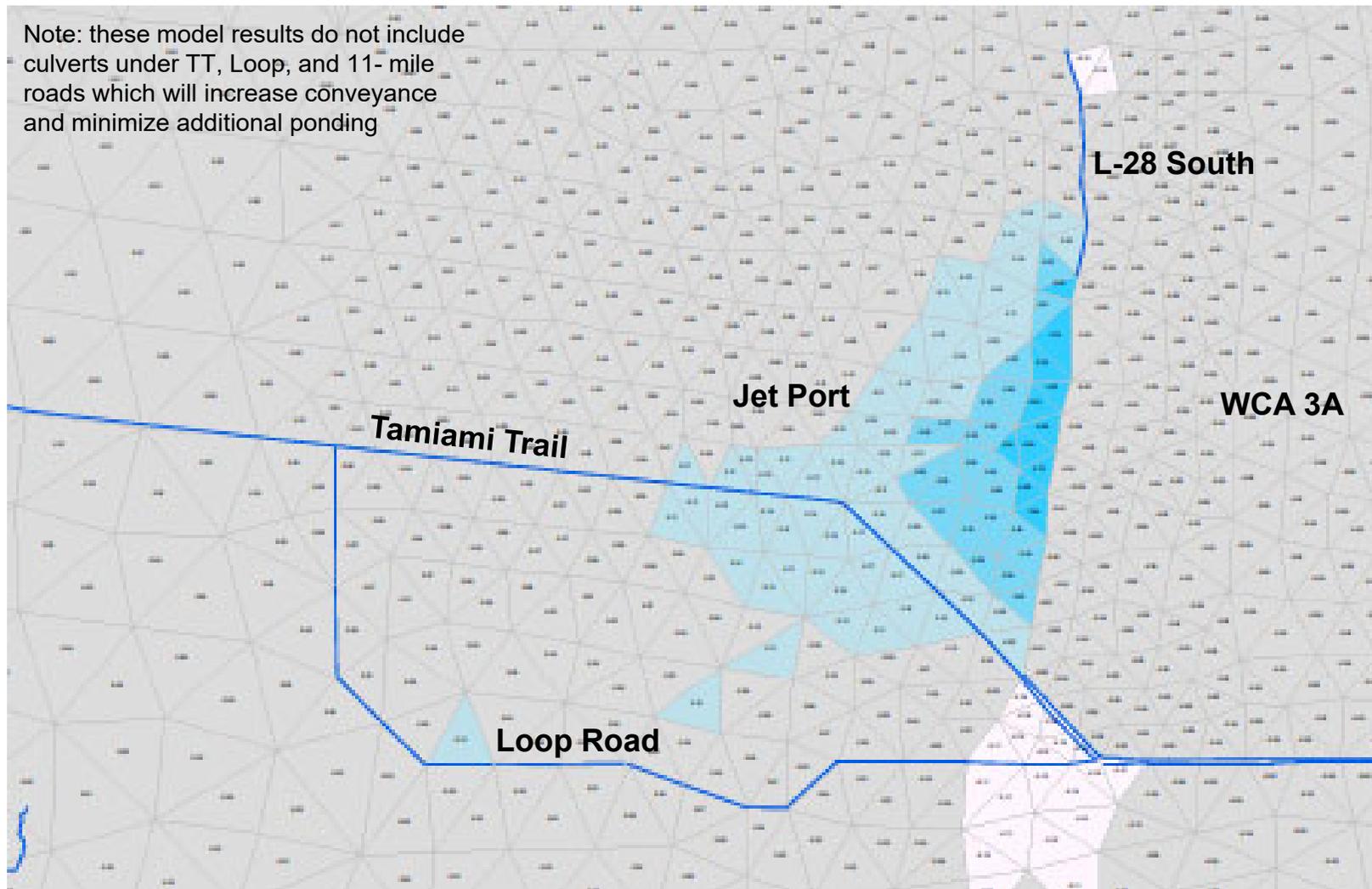
**Ponding Difference**

# WERP ALTHR - Restoring Water Levels



✓ Reduce the intensity and duration of fires by improving ground water levels & surface water depths and durations- up to 165,000 acres

Note: these model results do not include culverts under TT, Loop, and 11- mile roads which will increase conveyance and minimize additional ponding



**ALTHR**  
**minus Future Without WERP (includes CEPP)**  
**Ponding Difference**

# Alternative HR Estimated Costs

➤ To be updated later



# WERP Schedule

<b>Milestone</b>	<b>Date</b>
<b>PDT Meeting</b>	<b>July 7, 2022</b>
<b>Tentatively Selected Plan</b>	<b>July 2022</b>
<b>Draft Project Implementation Report/Environmental Impact Statement</b>	<b>Sep 2022</b>
<b>Final Project Implementation Report/Environmental Impact Statement</b>	<b>Aug 2023</b>
<b>Chief's Report Milestone (transmitted to Congress)</b>	<b>Dec 2023</b>

# Questions?



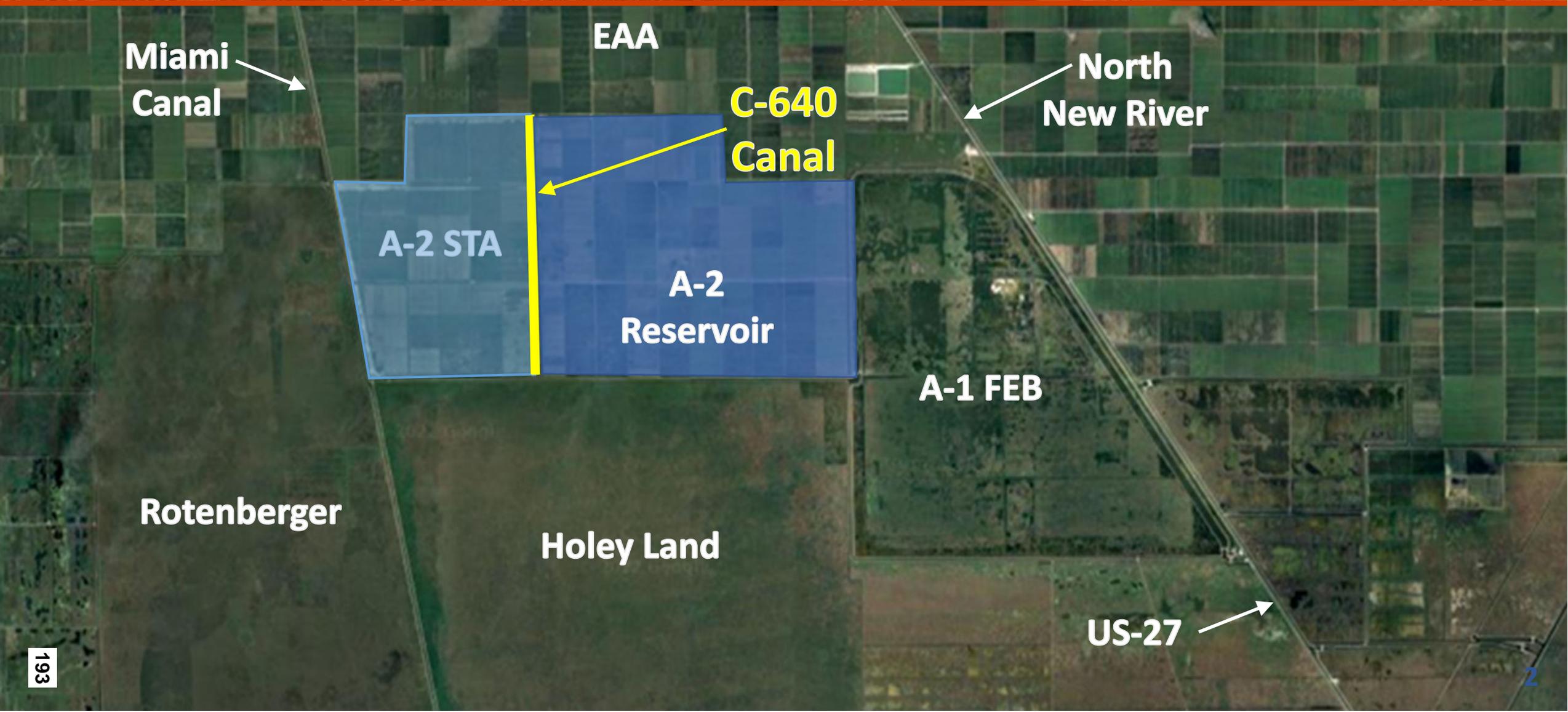
# EAA A-2 Stormwater Treatment Area

## Change Order No. 3

Alan Shirkey, P.E.  
Bureau Chief, Engineering & Construction  
South Florida Water Management District  
Governing Board  
July 14, 2022



# Location



Miami Canal

EAA

C-640 Canal

North New River

A-2 STA

A-2 Reservoir

A-1 FEB

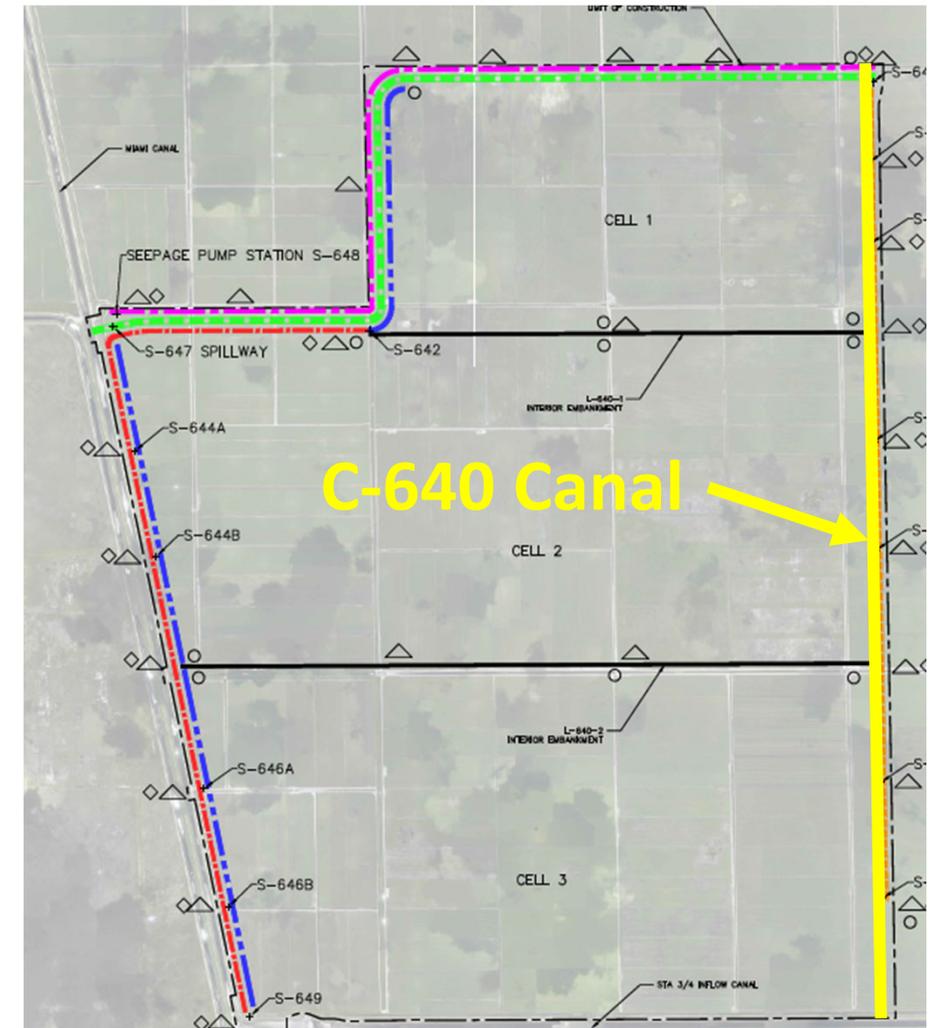
Rotenberger

Holey Land

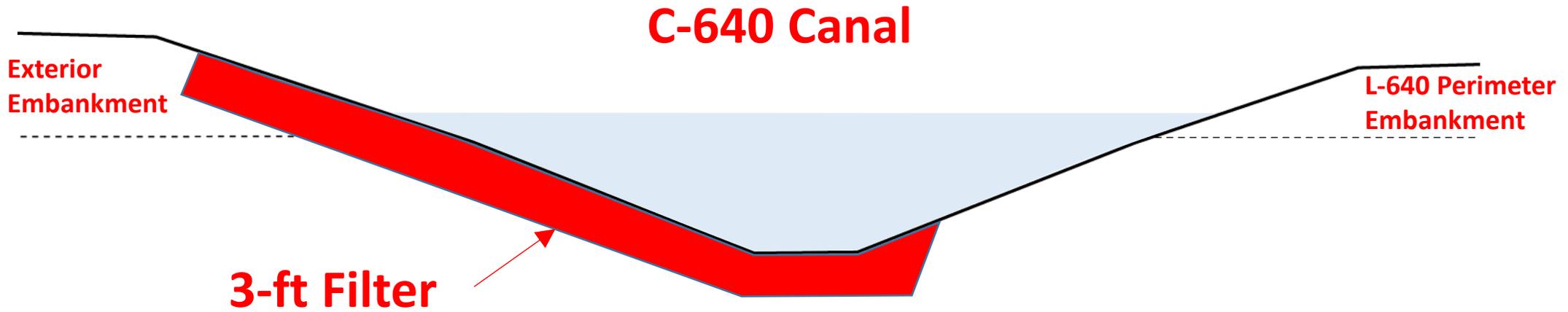
US-27

# Background

- The C-640 Canal is adjacent to the future Reservoir along the eastern side of the A2 STA.
- As part of their Reservoir Design Risk Analysis, USACE required a graded filter along the C-640 Canal slope and bottom to prevent backward erosion piping, a potential failure mode for the Reservoir.
- USACE requested SFWMD build the filter now so STA cells don't have to be taken offline later during the Reservoir construction project.



# C-640 Typical Cross Section



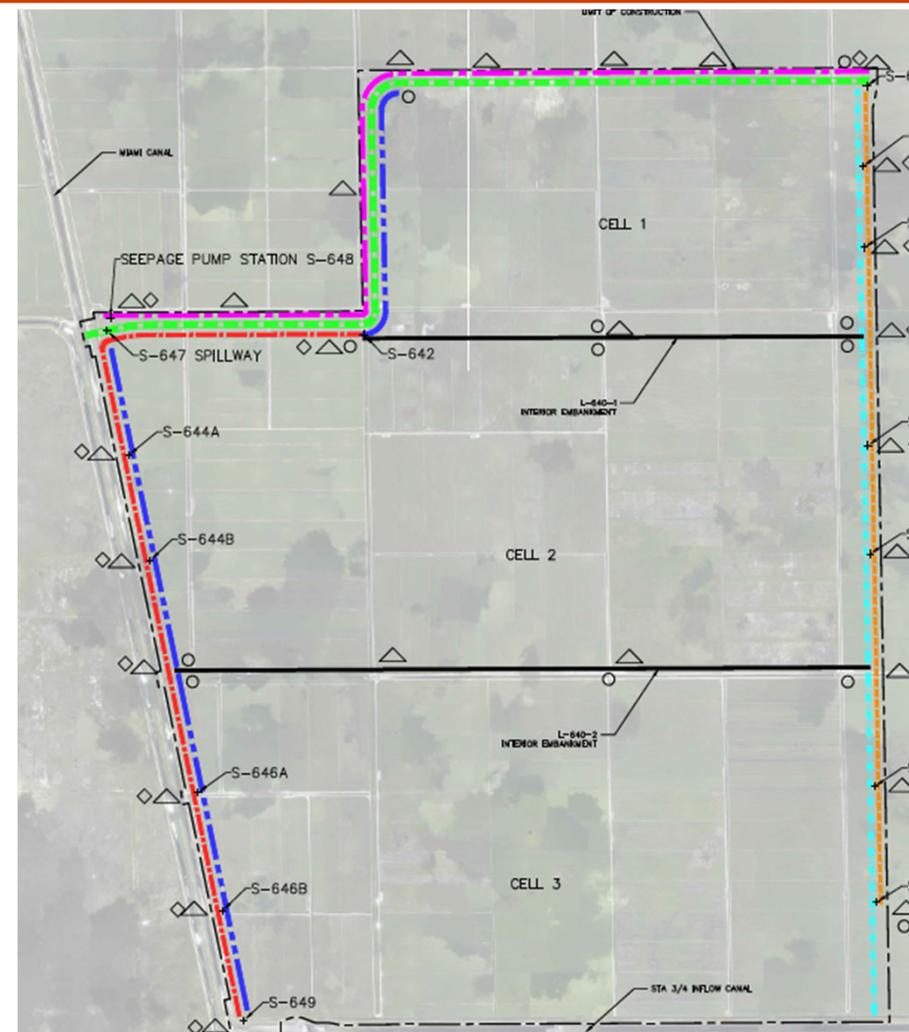
# Scope

- Widen, deepen and install a graded filter within the C-640 Canal.
  - Clear, grub and de-muck a stockpile area
  - Refurbish existing haul roads to facilitate material delivery
  - Re-level a previously blasted area then drill, blast and excavate the C-640 Canal to the new design grades
  - Install the graded filter along the canal bottom and eastern side slope of the C-640 Canal



# Schedule

- Complete Cell 1 filter so STA flooding can start Sept 2023 (original substantial completion date)
  - STA Operational Testing and Monitoring Period complete in Sept 2025, as originally scheduled



# Resolution

**A Resolution of the Governing Board of the South Florida Water Management District to authorize a change order to the contract with Phillips & Jordan, Inc. to add a graded filter along the C-640 Canal, a required A2 Reservoir feature, in the amount of \$84,987,751.30, for which \$8,000,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject Governing Board approval of future years budgets. (Contract No. 4600004380)**

DRAFT



Ecosystem Restoration



Flood Protection



Water Needs



Public Engagement

# SFWMD Fiscal Year 2022-2023

July 14, 2022

## July Proposed Tentative Budget Update & Proposed Millage Rates

**DRAFT -To Be Updated**



# Today's Discussion

## ➤ Fiscal Year 2022-2023 Proposed Tentative Budget Update

- Detailed Line-Item Budget on Website Under Budget & Finance Reports
- July Proposed Tentative Budget Status:
  - Revenue Sources Pie Chart Comparisons
  - Proposed Uses Pie Chart Comparisons
  - Proposed Millage Rates
- Budget Calendar – Next Steps



- **Board Action** - Request Governing Board to consider the Fiscal Year 2022-2023 proposed tentative budget update and authorize submittal of the Fiscal Year 2022-2023 proposed millage rates at the rolled-back millage rates to county property appraisers for inclusion in the notice of proposed property taxes

# Budget in Brief

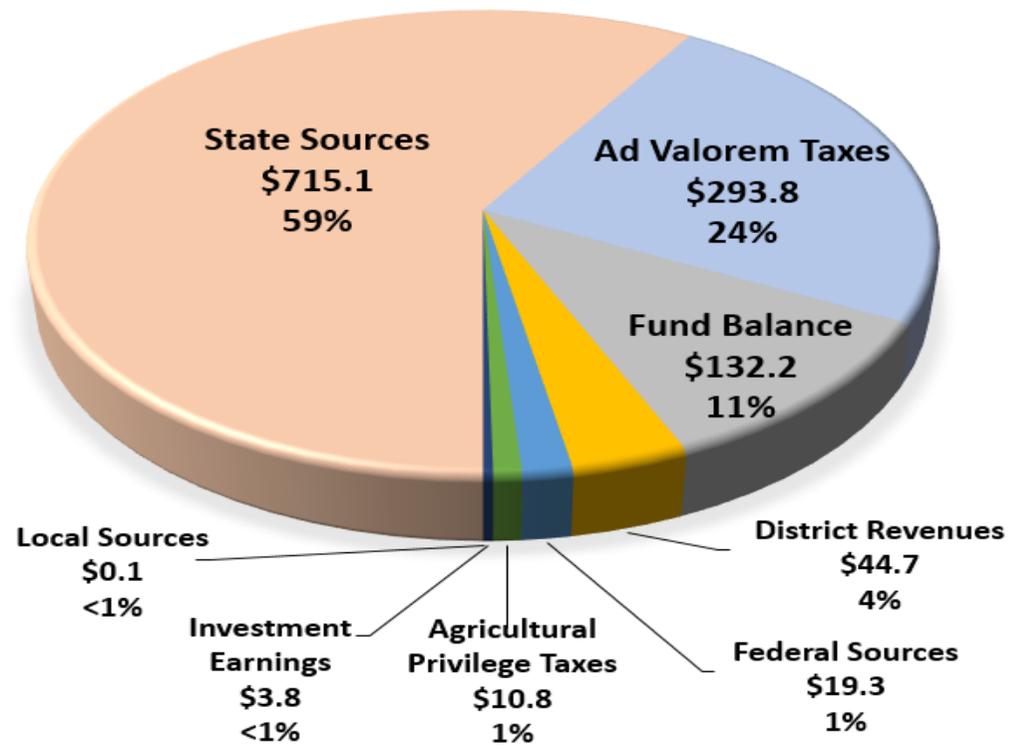
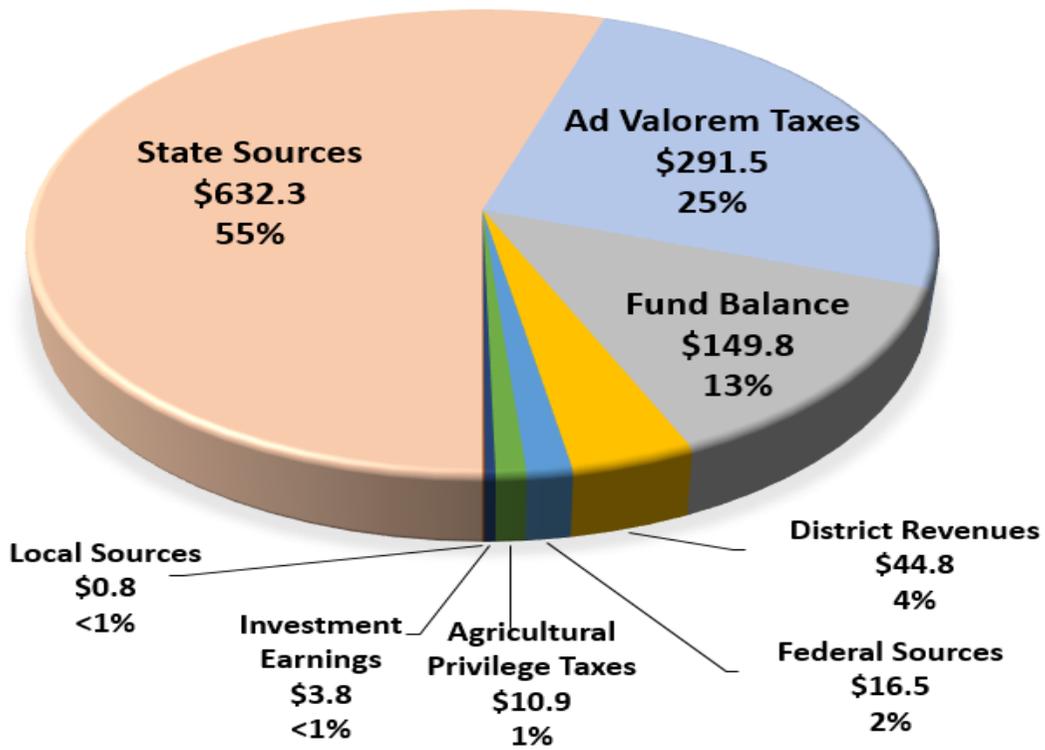
To Be Updated

- **Proposed Tentative Fiscal Year 2022-2023 Budget \$1,219.8 million**
  
- **Proposed Tentative Fiscal Year 2022-2023 Budget is \$69.5 million or 6% higher than Fiscal Year 2021-2022 Adopted Budget of \$1,150.3 million**
  - **Increase primarily due to:**
    - State Sources \$82.8 million
    - Ad Valorem Taxes \$2.3 million
    - Federal Sources \$2.8 million
  - **Decrease primarily due to:**
    - Fund Balance \$17.6 million
    - District Revenues, Agricultural Privilege Taxes, Investment Earnings and Local Revenues \$0.8 million
  
- **Primary Increase Attributed to State Revenues – Appropriated for Everglades Restoration**
  - More Than \$500M for Everglades Restoration
  - Everglades Restoration Appropriations Increase of \$103M over Current Year

# Revenue Sources Overview / Comparison

**FISCAL YEAR 2021-22  
ADOPTED  
\$1,150.3 MILLION**

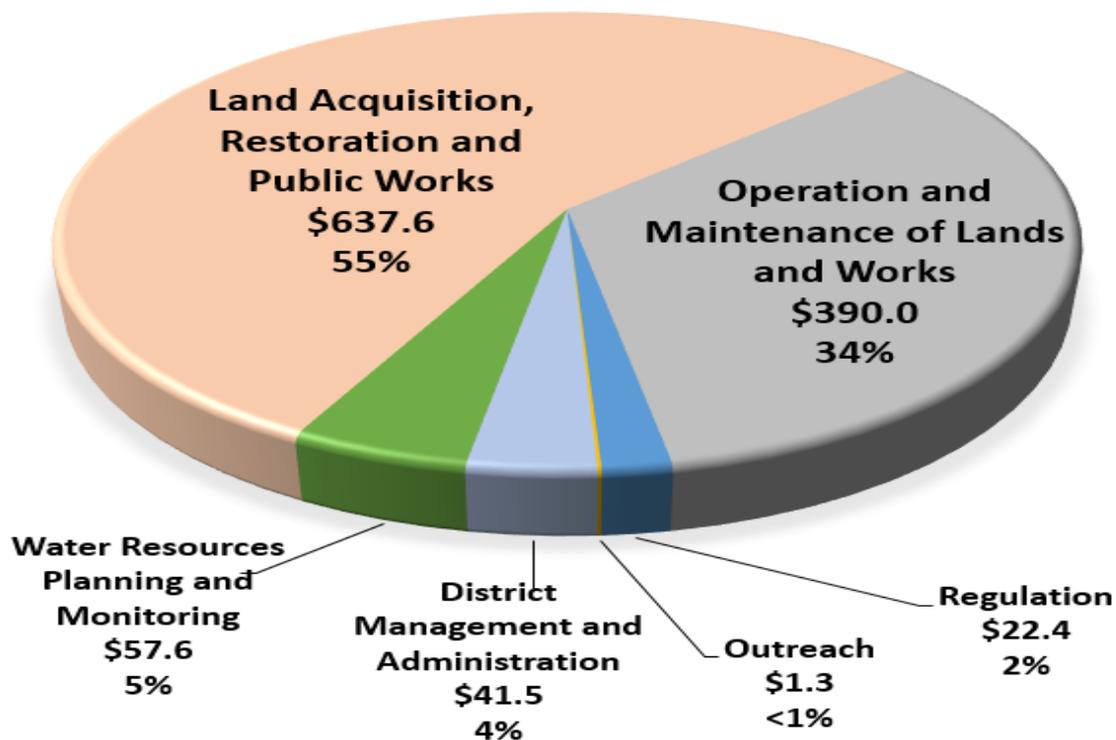
**FISCAL YEAR 2022-23  
TENTATIVE  
\$1,219.8 MILLION To Be Updated**



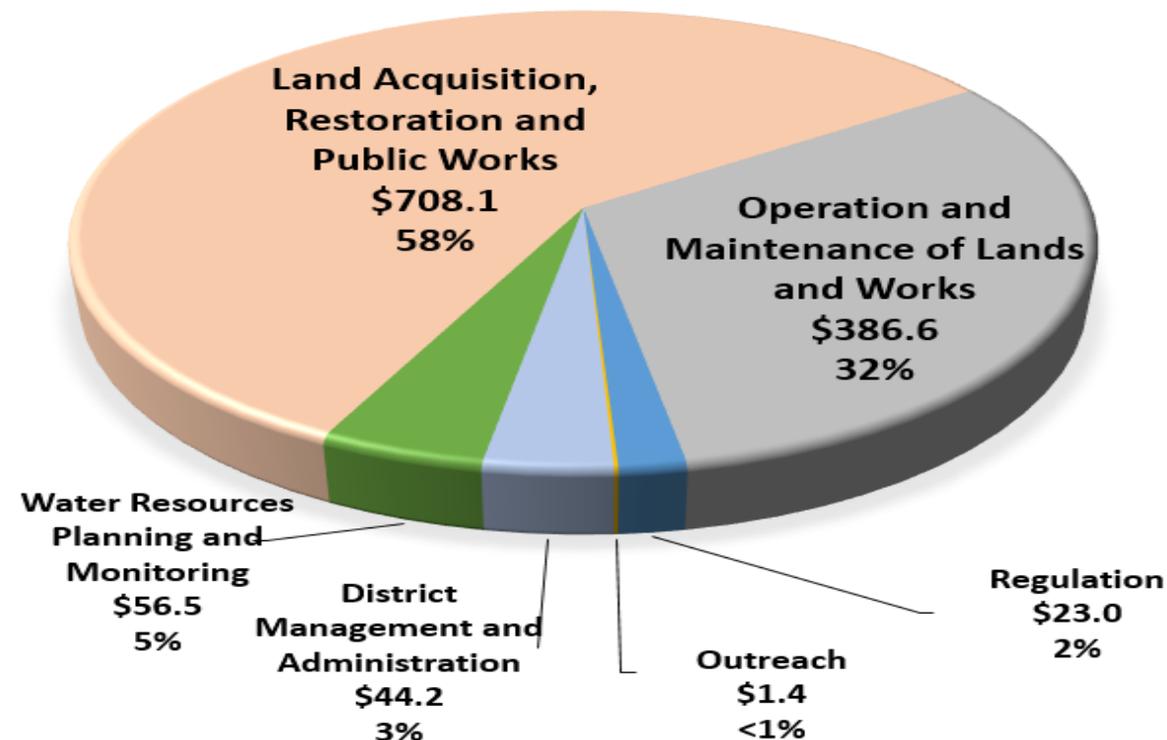
Note: Numbers may have rounding variances.

# State Program Uses Overview / Comparison

**FISCAL YEAR 2021-22  
ADOPTED  
\$1,150.3 MILLION**



**FISCAL YEAR 2022-23  
TENTATIVE  
\$1,219.8 MILLION To Be Updated**

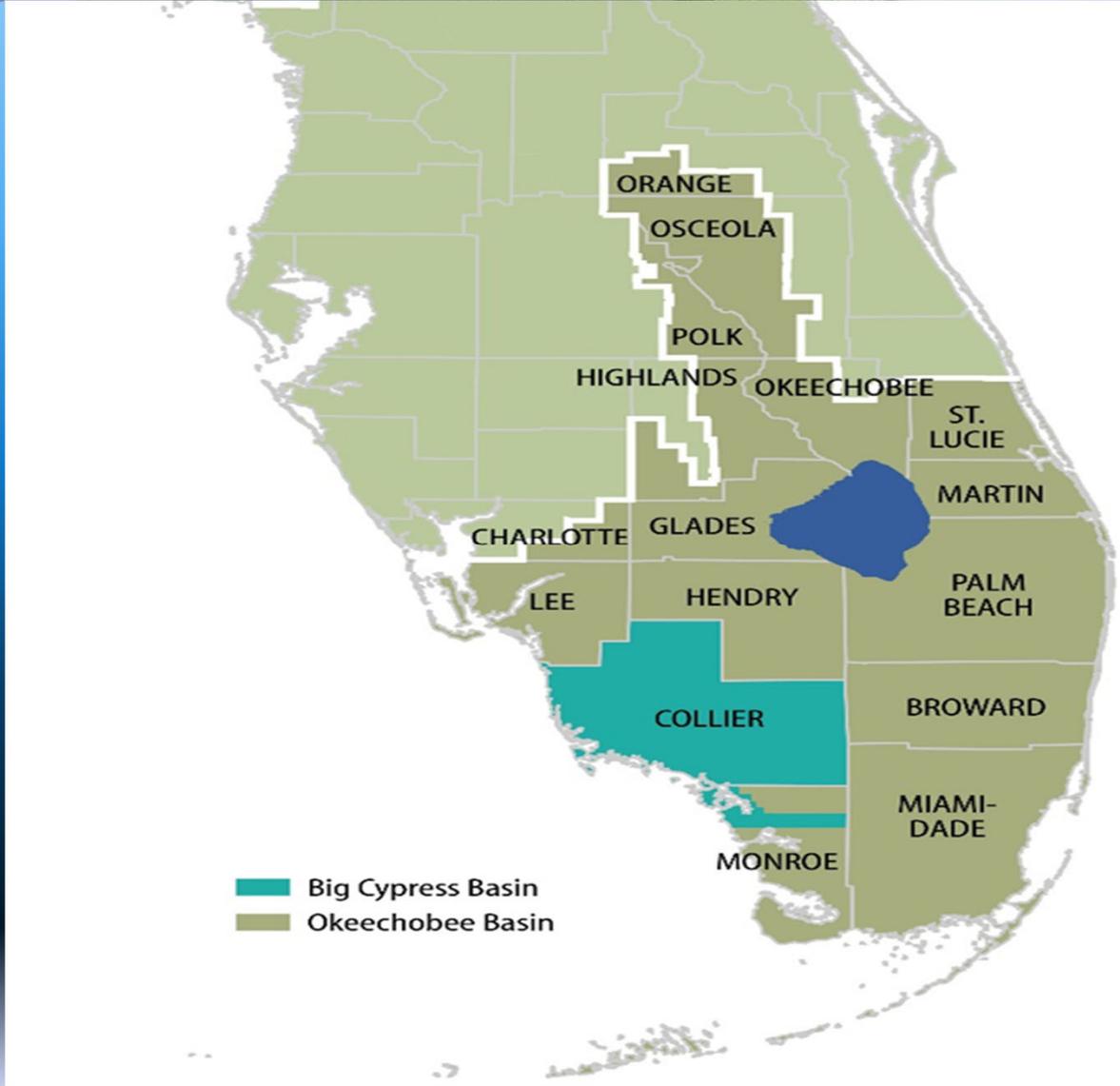


Note: Numbers may have rounding variances.

# Fiscal Year 2022-2023 Proposed Tentative Budget Update

## Ad Valorem Property Taxes Millage Overview

# Ad Valorem Taxing Basins



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# Fiscal Year 2022-2023 Ad Valorem Proposed Millage Rates

Millage Rates	Fiscal Year 2021-2022 Millage Rates	Fiscal Year 2022-2023 Proposed Rolled-Back Millage Rates <b>To Be Updated</b>	Change from Prior Year Adopted to Proposed	% Change from Rolled-Back Millage Rates
District-wide	0.1061	0.XXXX	-0.0xxx	0.00%
Okeechobee Basin	0.1146	0.XXXX	-0.0xxx	0.00%
Everglades Construction Project	0.0365	0.XXXX	-0.0xxx	0.00%
Big Cypress Basin	0.1116	0.0978	-0.0036	0.00%

- The Millage Rate is applied to the Taxable Value of the Property as Determined by the Property Appraiser Annually (Assessed Value – Exemptions = Taxable Value)
- Okeechobee Basin Combined Rate = \$xx.xx per \$100,000 of Taxable Value and Big Cypress Basin Combined Rate = \$xx.xx per \$100,000 of Taxable Value

	A	B	B-A
Ad Valorem Revenue	Fiscal Year 2021-2022 Adopted	Fiscal Year 2022-2023 Tentative at Rolled-Back <b>To Be Updated</b>	Change in Revenue FY2022-23 Tentative to FY2021-2022 Adopted
District-wide	\$121,879,903	\$122,768,190	\$888,287
Okeechobee Basin	\$120,108,753	\$121,002,547	\$893,794
Everglades Construction Project	\$38,254,533	\$38,520,994	\$266,461
Big Cypress Basin	\$11,233,354	\$11,493,445	\$260,091
<b>Total</b>	<b>\$291,476,543</b>	<b>\$293,785,176</b>	<b>\$2,308,633</b>

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# Ad Valorem Budgeted Revenue Trend

Budgeted Revenue (Discounted)	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23	Variance FY2021-22 to FY2022-23
Baseline Revenue	\$274.0	\$280.2	\$284.2	\$288.3	\$291.5	\$3.2
Value Adjustment Board Impact	(1.8)	(2.0)	(2.0)	(2.1)	(2.8)	(0.7)
New Construction	5.1	6.0	6.1	5.3	5.1	(0.2)
<b>Total Budgeted at Discounted Rate of 95% or 96%</b>	<b>\$277.3</b>	<b>\$284.2</b>	<b>\$288.3</b>	<b>\$291.5</b>	<b>\$293.8</b>	<b>\$2.3</b>

To Be Updated

FY2019-20 Base includes an additional \$2.9M ( $\$277.3 + \$2.9 = \$280.2$ ) due to budgeting at a discounted rate of 96% versus 95%. FY2020-21 continued budgeting at a discounted rate of 96%. Prior Fiscal Years were budgeted at a discounted rate of 95%.

Note: Numbers may have rounding variances.

# Budget Calendar Timeline – Next Steps

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## ➤ August

- **August 1** - Submission of the District's Fiscal Year 2022-2023 Tentative Budget for Governor and Legislative Review
- **August 25** - Basin Board Meeting to Approve the Final Millage Rate and Fiscal Year 2022-2023 Budget

## ➤ September

- **September 5** - Consideration of Legislative comments on Tentative Budget
- **September 8:**
  - Governing Board Business Meeting Fiscal Year 2022-2023 Budget Update Presentation
  - 5:15 PM Governing Board Special Meeting First Budget Public Hearing pursuant to Section 200.065, Florida Statutes
    - consider for adoption, the Fiscal Year 2022-2023 Tentative Millage Rates and Budget
    - consider for adoption, the Non Ad Valorem Agricultural Privilege Tax Roll
- **September 13** - Governor & Legislative Budget Commission comments due 5 business days before final Public Budget Hearing
- **September 20** - 5:15 PM Governing Board Special Meeting Second Budget Public Hearing pursuant to Section 200.065, Florida Statutes
  - consider for adoption, the Fiscal Year 2022-2023 Final Millage Rates and Budget

# Resolution

A Resolution of the Governing Board of the South Florida Water Management District to consider the Fiscal Year 2022-2023 proposed tentative budget update and authorize submittal of the Fiscal Year 2022-2023 proposed millage rates at the rolled-back millage rates to county property appraisers for inclusion in the notice of proposed property taxes.

- District-at-large: 0.xxxx mills
- Okeechobee Basin: 0.xxxx mills
- Everglades Construction Project: 0.xxxx mills
- Big Cypress Basin: 0.0978 mills

**Millage Rates could not be calculated as the District has not received all 16 counties Certified Taxable Values. Will be provided when information is received.**



Ecosystem Restoration



Flood Protection



Water Needs



Public Engagement

# Questions