



---

## South Florida Water Management District

---

### GOVERNING BOARD MONTHLY MEETING AGENDA

March 10, 2022

9:00 AM

The Community House  
2173 Periwinkle Way  
Sanibel, FL 33957

FINAL - REVISED

1. Call to Order - Chauncey Goss, Chairman, Governing Board
2. Pledge of Allegiance
3. Recognition of Elected Officials
4. Agenda Revisions
5. Agenda Item Abstentions by Board Members
6. Big Cypress Basin Board Report - Charlette Roman, Chair
7. Consider Approval of the Minutes for the February 10th Meeting
8. Executive Director's Report - Drew Bartlett
  - Lake Okeechobee System Operating Manual
9. General Public Comment
10. Board Comment
11. Move Consent Agenda Items to Discussion Agenda
12. Public Comment on Consent Agenda Items

## **Consent Agenda**

13. Release of C-4 Canal Easement, Miami-Dade County (Staff contact, Stephen M. Collins)

### **Agenda Item Background:**

This is a request for the partial release of canal easement for the C-4 (Tamiami Canal) right of way in Miami-Dade County. The property is being redeveloped to provide housing for Florida International University, which is located South of the release parcel on the other side of the C-4 and Tamiami Trail. During the redevelopment process, it was discovered that the applicant's property is partially encumbered by the District's easement. The release area contains approximately 0.33 acres and is not usable for future expansion of the canal since it is severed from the canal by SW 7th Terrace. The release will be subject to the property being appraised and the applicant will pay appraised value for the release.

### **Recommended Action:**

**Resolution 2022 - 0301 Release a portion of a canal easement containing 0.33 acres, more or less, located in Section 6, Township 54 South, Range 40 East, Miami-Dade County, C-4 (Tamiami Canal) project, at appraised value.**

[Resolution 2022-0301](#)  
[Exhibit A](#)

14. J & E Cattle Company, LLC, Cattle Grazing Lease, Glades County (Staff contact, Stephen M. Collins)

### **Agenda Item Background:**

The District currently leases 2,467.77 acres for cattle grazing located in the Lake Okeechobee Watershed Restoration Project footprint in Glades County. This lease requires low-density grazing of one animal unit per six acres. This lease to J & E Cattle Company, LLC, was assumed by the District when the property was acquired from Pomcor-458 Acres LLC, Indian Prairie Groves, Inc., Sixty Nine Ranch, Inc. and J.F. Ranch, Inc., on May 10, 2006. The lease was amended several times and is set to expire on May 9, 2022. The District and the Lessee wish to extend the term of the lease by five years. As part of this extension, the use of fertilizer is prohibited, and the Lessee will be required to optimize water storage under the District's Dispersed Water Management Program. The lease has a provision for termination by the District for convenience of 180 days. The approximate annual revenue is \$51,300.

### **Recommended Action:**

**Resolution No. 2022 - 0302 Authorize a five-year cattle grazing lease extension to J & E Cattle Company, LLC on 2,467.77 acres, more or less, in Glades County, as more particularly described herein. (Contract Number 4600004378-A01)**

[Resolution 2022-0302](#)  
[Exhibit A](#)

15. Stipulations for Settlement and Final Judgments, Seunarine Dwarika and CAC Homes, Biscayne Bay Coastal Wetlands Project, Miami-Dade County (Staff contact, Stephen M. Collins)

**Agenda Item Background:**

The Biscayne Bay Coastal Wetlands Project (Project) is a Foundation Project, which the Comprehensive Everglades Restoration Plan (CERP) builds upon to deliver additional restoration benefits to America's Everglades. The Project restores the distribution of freshwater flows to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline. It will enhance the area's ecological health by helping to reestablish productive nearshore habitat, including nursery habitat for shrimp, shellfish and fish. The Project also provides improved recreational and educational opportunities in Biscayne Bay and the adjacent wetlands.

In 2018, the District filed suit to obtain Tracts 45800-008 and 45800-168, containing approximately 10.06 acres and 4.55 acres, respectively, by Eminent Domain for the Project. Seunarine Dwarika and CAC Homes, LLC, the owners of the tracts, stipulated to the order of taking and have reached settlements with the District. Staff seeks authorization to enter into Stipulated Final Judgments for \$236,066.20 and \$105,738.50 including interest, attorney's fees, and expert fees and costs.

**Recommended Action:**

**A. Resolution 2022 - 0303 Authorize a Settlement for the sum of \$236,066.20, inclusive of interest, attorneys' fees, expert fees and costs, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted in Fiscal Year 2021-2022, and authorize the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 10.06 acres, more or less, (Tract 45800-008, owned by Seunarine Dwarika) within the Biscayne Bay Coastal Wetlands Project, styled South Florida Water Management District v. Seunarine Dwarika and CAC Homes, LLC, et al., filed in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2018-017515-CA-01.**

**B. Resolution 2022 - 0304 Authorize a Settlement for the sum of \$105,738.50, inclusive of interest, attorneys' fees, expert fees and costs, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted in Fiscal Year 2021-2022, and authorize the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 4.55 acres, more or less, (Tract 45800-168, owned by CAC Homes, LLC) within the Biscayne Bay Coastal Wetlands Project, styled South Florida Water Management District v. Seunarine Dwarika and CAC Homes, LLC, et al., filed in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2018-017515-CA-01.**

[Memo Exhibit A Dwarika](#)

[Resolution 2022-0303](#)

[Memo Exhibit A CAC Homes](#)

[Resolution 2022-0304](#)

16. 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. 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:

**Palm Beach County**

- Release District canal reservations for Linda T. Woodworth as Trustee of the Taheri Grandchildren's Irrevocable Trust (File No. 18891) for 3.45 +/- acres; subject to release value payment of \$5,042.70 (unpaid).
- Release District canal reservations for Aglantic Holdco LLC (File No. 18895) for 1.52 +/- acres; subject to release value payment of \$2,220.08 (unpaid).

**Recommended Action:**

**Resolution 2022 - 0305 Release District canal reservations.**

[Maps](#)

[Memo Exhibit A](#)

[Resolution 2022-0305](#)

[Resolution Exhibit A](#)

26. Ratification of Amended Articles XII Health Insurance and XIV Wages of the Collective Bargaining Agreement (Staff contact, Jennifer Smith)

**Agenda Item Background:**

In April 2018, the Governing Board ratified a Collective Bargaining Agreement between the District and the International Union of Operating Engineers. The Collective Bargaining Agreement provides that the District reopen and discuss the Health Insurance and Wages Articles with the Union on October 1, 2021. The District and the Union met to begin these discussions. The purpose of the Health Insurance reopener is to provide the Union with an opportunity to discuss any employee premium increases. As there were no employee premium increases this year, no discussion on this topic occurred. The purpose of the Wages reopener is to discuss additional one-time general increases for Bargaining Unit Members.

Throughout the pandemic, certain District employees were unable to work from home due to their unique responsibilities. However, they continued to report to their various workstations to execute our important mission. In recognition of these employees' service and dedication, they each will receive the Executive Director Award of Excellence in the amount of \$1000 net.

Consistent with the provision of this award to other District staff, the District offered Bargaining Unit Members this award in satisfaction of the Wages reopener.

The Union has accepted and ratified this offer. The Health Insurance and Wages Articles were amended to reflect the outcome of these discussions. The Bargaining

Unit Members and the District Governing Board must ratify Amended Articles XII Health Insurance and XIV Wages to become effective. Upon ratification, these two amended Articles will be substituted for existing Articles XII Health Insurance and XIV Wages and included in the Collective Bargaining Agreement.

**Recommended Action:**

**Resolution 2022 - 0307 Ratify Amendments to the Health Insurance and Wages Articles of the Collective Bargaining Agreement between the International Union of Operating Engineers and the District.**

[Resolution 2022-0307](#)

[ARTICLES XII and XIV](#)

[Signed Collective Bargaining Agreement](#)

17. Board Vote on Consent Agenda

### **Technical Reports**

18. Water Conditions Report - John P. Mitnik
19. Ecological Conditions Report - Seán Sculley

### **Discussion Agenda**

20. Caloosahatchee (C-43) Reservoir, Hendry County (Staff contact, Alan Shirkey)

**Agenda Item Background:**

As part of CERP, the Caloosahatchee (C-43) Reservoir project site covers approximately 10,000 acres and consists of an average 17' deep, 170,000 acre-foot impoundment with an inflow pump station, irrigation pump stations, 19 miles of embankment and 14 water control structures. This important project will reduce harmful discharges to the Caloosahatchee Estuary and provide beneficial flows when needed. The final two construction contracts (Packages 3 and 4) were approved by the Governing Board in 2017 and 2019 totaling over \$580 Million. To date, staff has negotiated change orders totaling roughly \$12 Million, or 2% of the total contract value. This amount was authorized by previous Governing Board actions.

Currently, there is a need for staff to negotiate additional change orders, primarily to address an unforeseen site condition and the substitution of sod in place of seed and mulch on the exterior embankment, in a total amount not to exceed \$25 Million.

Together with the previous change order authorizations, this would result in a total change order rate to date of 6.4% for these contracts.

Additionally, this item will include an update on construction and the current schedule status compared to the one anticipated at the time of contract execution. Staff will also describe the process to keep the Governing Board apprised of the project status and continue implementing the Governing Board's procurement and contracting policies to keep the project moving forward.

**Recommended Action:**

**Resolution 2022 - 0306 Authorize new change orders with C-43 Water Management Builders for Contract Number 4600003973 for the C-43 Reservoir Project, in an amount not to exceed \$25,000,000 for a revised contract amount of \$557,817,852.32, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted.**

[Resolution 2022-0306](#)

### **Staff Reports**

21. Monthly Financial Report - Candida Heater
22. General Counsel's Report - Julia Lomonico, Interim General Counsel
23. General Public Comment
24. Board Comment
25. Adjourn

### **Public Comment**

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.

## MEMORANDUM

**TO:** Governing Board Members

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

**DATE:** March 10, 2022

**SUBJECT:** Release of C-4 Canal Easement, Miami-Dade County

### **Agenda Item Background:**

This is a request for the partial release of canal easement for the C-4 (Tamiami Canal) right of way in Miami-Dade County. The property is being redeveloped to provide housing for Florida International University, which is located South of the release parcel on the other side of the C-4 and Tamiami Trail. During the redevelopment process, it was discovered that the applicant's property is partially encumbered by the District's easement. The release area contains approximately 0.33 acres and is not usable for future expansion of the canal since it is severed from the canal by SW 7th Terrace. The release will be subject to the property being appraised and the applicant will pay appraised value for the release.

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

The Applicant, 7th Terrace Property Owner, LLC., has requested a release of the perpetual canal easement for the C-4 (Tamiami Canal) right of way in Miami-Dade County. The portion of the easement to be released is shown on the map attached hereto as Exhibit "A". The release area contains approximately 0.33 acres, and is located in Section 6, Township 54 South, Range 40 East, within the West ½ of Block 11, SWEETWATER GROVES, Plat Book 8, page 50. The canal easement in this area is not usable for future expansion of the canal since it is severed from the canal by SW 7th Terrace. This request has been reviewed and approved by the Right of Way Section, Operations and Maintenance, and the Miami Field Station.

The property is being developed as housing and mixed-use commercial for Florida International University ("FIU"), and the development is supported by the City of Sweetwater. There is a critical need in this area for quality housing options for FIU students, faculty, and staff. The release property is located directly north of the FIU campus, which is on the southside of the C-4 canal and SW 8th Street (Tamiami Trail). Residents of the future housing site can easily access the FIU campus by a pedestrian footbridge over the C-4 and crosswalk across SW 8th Street.

The applicant has paid a \$1,000 non-refundable application fee and will pay appraised value for the release, together will all costs associated with the release.

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

### **Funding Source:**

The easement was acquired in 1951 at no cost. The District will not pay any fees or costs

associated with this release, and all costs will be paid by the applicant.

**Staff Contact and/or Presenter:**

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

**ATTACHMENTS:**

[Resolution 2022-0301](#)

[Exhibit A](#)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 03XX**

**A Resolution of the Governing Board of the South Florida Water Management District releasing a portion of a canal easement containing 0.33 acres, more or less, located in Section 6, Township 54 South, Range 40 East, Miami-Dade County, C-4 (Tamiami Canal) project, at appraised value; providing an effective date.**

**WHEREAS**, pursuant to a request from the Applicant, 7<sup>th</sup> Terrace Property Owner, LLC., the District has determined that it is in the public interest to partially release a canal easement containing 0.33 acres, more or less, located in Section 6, Township 54 South, Range 40 East, Miami-Dade County, within the West ½ of Block 11, SWEETWATER GROVES, Plat Book 8, page 50; and

**WHEREAS**, the Governing Board has determined that said portion of the canal easement for the C-4 right of way is not required by the District for present or apparent future use; and

**WHEREAS**, the Applicant has paid a \$1,000 application fee, will pay appraised value for the release parcel, and will pay all costs associated with the release; and

**WHEREAS**, pursuant to Section 373.096 of the Florida Statutes, the Governing Board of the District may release any right of way interest for which it has no present or apparent future use under terms and conditions determined by the Board; and

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to partially release said portion of the canal easement to 7<sup>th</sup> Terrace Property Owner, LLC.

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

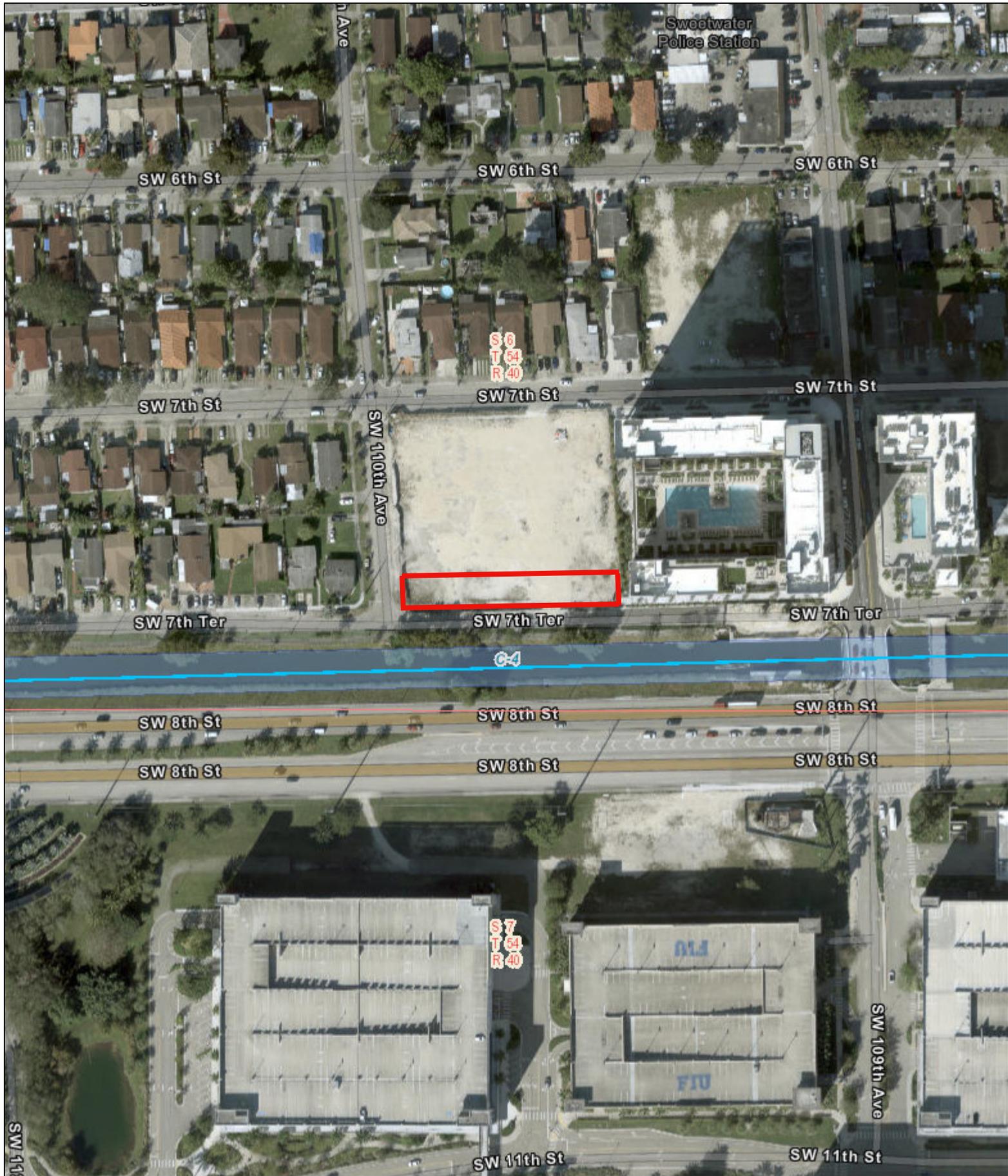
**Section 1:** The Governing Board of the South Florida Water Management District has determined that the District has no present or apparent future use for subject portion of the canal easement and hereby approves the release of approximately 0.33 acres, of the C-4 canal easement located within the West ½ of Block 11, SWEETWATER GROVES, Plat Book 8, page 50, in Section 6, Township 54 South, Range 40 East, Miami-Dade County.

**Section 2:** The Applicant shall pay to the District no less than appraised value for the release and shall pay all fees and costs associated with the release. The appraiser, appraisal and appraised value must all be acceptable to and approved by the District.

**Section 3:** The Governing Board of the South Florida Water Management District hereby authorizes the Chairman to execute the release document. No release instrument shall be delivered to the Applicant, or shall be effective, until all requirements have been fully completed and fulfilled to the District's satisfaction, and such release has been recorded in the Public Records of Miami-Dade County.

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

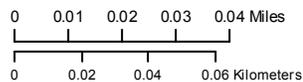
**PASSED** and **ADOPTED** this 10<sup>th</sup> day of March, 2022.



### Exhibit "A"



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



**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 and is exempt from public records disclosure and confidential under Section 119.071(3)(a)1, Florida Statute.

## MEMORANDUM

**TO:** Governing Board Members

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

**DATE:** March 10, 2022

**SUBJECT:** J & E Cattle Company, LLC, Cattle Grazing Lease, Glades County

### **Agenda Item Background:**

The District currently leases 2,467.77 acres for cattle grazing located in the Lake Okeechobee Watershed Restoration Project footprint in Glades County. This lease requires low-density grazing of one animal unit per six acres. This lease to J & E Cattle Company, LLC, was assumed by the District when the property was acquired from Pomcor-458 Acres LLC, Indian Prairie Groves, Inc., Sixty Nine Ranch, Inc. and J.F. Ranch, Inc., on May 10, 2006. The lease was amended several times and is set to expire on May 9, 2022. The District and the Lessee wish to extend the term of the lease by five years. As part of this extension, the use of fertilizer is prohibited, and the Lessee will be required to optimize water storage under the District's Dispersed Water Management Program. The lease has a provision for termination by the District for convenience of 180 days. The approximate annual revenue is \$51,300.

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

Lake Okeechobee Watershed Restoration Project area in Glades County. The District currently leases 2,467.77 acres to J & E Cattle Company, LLC, for cattle grazing. This lease was assumed by the District when the property was acquired from Pomcor-458 Acres LLC, Indian Prairie Groves, Inc., Sixty Nine Ranch, Inc. and J.F. Ranch, Inc., on May 10, 2006. This lease was amended several times and is set to expire on May 9, 2022. The District and the Lessee wish to extend the term of the lease by five years as is typical for grazing leases located on project lands. This lease requires low-density grazing of one animal unit per six acres. As part of this extension, the use of fertilizer is prohibited, and the Lessee will be required to optimize water storage under the District's Dispersed Water Management Program. The lessee is required to adhere to stringent Best Management Practices for cattle grazing and comply with the District's land management requirements. All leased lands are inspected on a semi-annual basis. The lease has a provision for termination by the District for convenience of 180 days. The annual rent is based on the Cattle Grazing Formula provided for in the District's Real Estate Leasing Policy. The approximate annual revenue is \$51,300.

The objective of this Lease is to obtain assistance in the stewardship and maintenance of this land by utilizing beef cattle grazing as a tool in the maintenance of pastures and native range and provide revenue for the maintenance and management of District lands. The revenues generated from these leases will assist Land Management in managing these and other District-owned lands.

### **Funding Source:**

There are no District costs associated with this item other than the cost of administering the lease. The Lease is estimated to bring in anticipated revenue of approximately \$256,500 over the five-year term.

**Staff Contact and/or Presenter:**

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

**ATTACHMENTS:**

[Resolution 2022-0302](#)

[Exhibit A](#)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 03XX**

**A Resolution of the Governing Board of the South Florida Water Management District authorizing a five-year cattle grazing lease extension to J & E Cattle Company, LLC on 2,467.77 acres, more or less, in Glades County, as more particularly described herein; providing an effective date. (Contract No. 4600004378-A01)**

**WHEREAS**, the Governing Board, pursuant to Section 373.093, Florida Statutes, may lease lands or interests in land under terms and conditions determined by the Governing Board; and

**WHEREAS**, the District and the Lessee desire to extend the Lease Contract No. 4600004378, Lease Encumbrance ID MD10E-002, for five years; and

**WHEREAS**, the Lessee's main use of the premises is cattle grazing, which will assist in the stewardship of pastures and native range; and

**WHEREAS**, the Lessee's current lease to J & E Cattle Company, LLC, was assumed by the District on May 10, 2006 when the property was acquired from Pomcor-458 Acres LLC, Indian Prairie Groves, Inc., Sixty Nine Ranch, Inc. and J.F. Ranch, Inc., and expires May 9, 2022. The proposed amendment will be for a lease extension for five years, with an expiration date of May 9, 2027; and

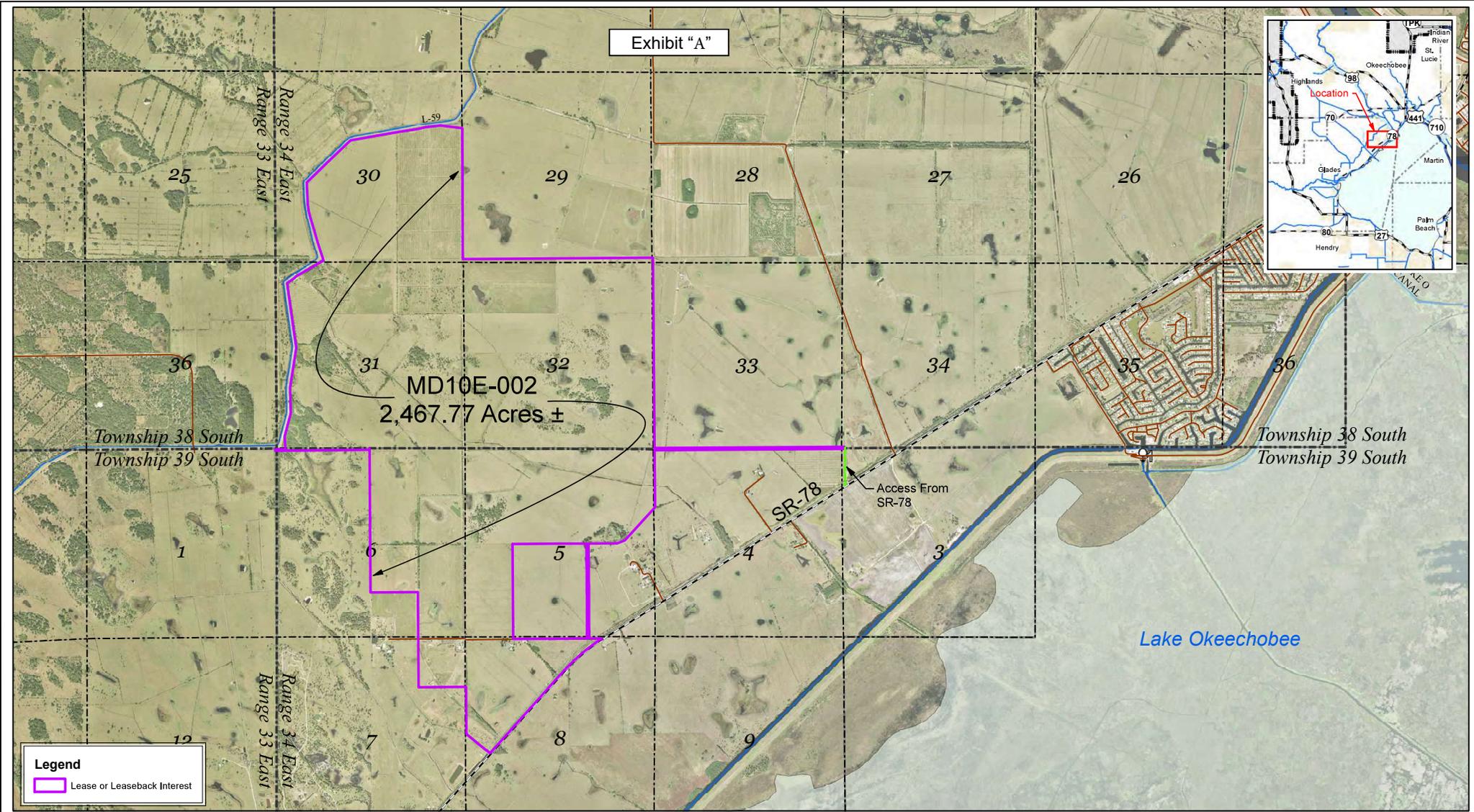
**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the five-year extension for cattle grazing on 2,467.77 acres, more or less, in Glades County, see Exhibit "A", with five-year anticipated revenue in the amount of approximately \$256,500.

**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 a five-year extension for Contract No. 4600004378-A01, a cattle grazing lease with J & E Cattle Company, LLC on 2,467.77 acres, more or less, in Glades County. (Contract No. 4600004378-A01)

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

**PASSED and ADOPTED** this 10<sup>th</sup> day of March, 2022.

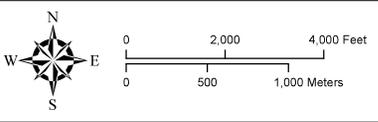


**BASE CREDITS:**

- Base map from South Florida Water Mgmt. District, February 2017
- State Plane Projection, Florida East Zone, NAD 83-HARN, US feet
- 2015 Glades County, 1-Foot Natural Color Aerial Photography

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

**ENCUMBRANCE MD10E-002**  
Section 30, 31, & 32, Township 38 South, Range 34 East  
Section 4, 5, 6 & 8, Township 39 South, Range 34 East  
Glades County, Florida



**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.

**Map Date: March 2017**

**IT**  
GEOSPATIAL SERVICES

## MEMORANDUM

**TO:** Governing Board Members

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

**DATE:** March 10, 2022

**SUBJECT:** Stipulations for Settlement and Final Judgments, Seunarine Dwarika and CAC Homes, Biscayne Bay Coastal Wetlands Project, Miami-Dade County

### **Agenda Item Background:**

The Biscayne Bay Coastal Wetlands Project (Project) is a Foundation Project, which the Comprehensive Everglades Restoration Plan (CERP) builds upon to deliver additional restoration benefits to America's Everglades. The Project restores the distribution of freshwater flows to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline. It will enhance the area's ecological health by helping to reestablish productive nearshore habitat, including nursery habitat for shrimp, shellfish and fish. The Project also provides improved recreational and educational opportunities in Biscayne Bay and the adjacent wetlands.

In 2018, the District filed suit to obtain Tracts 45800-008 and 45800-168, containing approximately 10.06 acres and 4.55 acres, respectively, by Eminent Domain for the Project.

Seunarine Dwarika and CAC Homes, LLC, the owners of the tracts, stipulated to the order of taking and have reached settlements with the District. Staff seeks authorization to enter into Stipulated Final Judgments for \$236,066.20 and \$105,738.50 including interest, attorney's fees, and expert fees and costs.

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

Stipulation for Settlement and Final Judgment, Tract 45800-008 Seunarine Dwarika, Biscayne Bay Coastal Wetlands Project

The Biscayne Bay Coastal Wetlands Project ("Project") is a Foundation Project, which the Comprehensive Everglades Restoration Plan (CERP) builds upon to deliver additional restoration benefits to America's Everglades. The Project restores the distribution of freshwater flows to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline. It will enhance the area's ecological health by helping to reestablish productive nearshore habitat, including nursery habitat for shrimp, shellfish and fish. The project also provides improved recreational and educational opportunities in Biscayne Bay and the adjacent wetlands.

In 2018, the District filed suit to obtain Tract 45800-008 containing approximately 10.06 acres (see Exhibit "A"), by Eminent Domain for the Project. Seunarine Dwarika, the owner of the tract, stipulated to the order of taking and has reached a settlement with the District. Staff seeks authorization to enter into a Stipulated Final Judgment with Seunarine Dwarika for \$236,066.20 including interest, attorney's fees, and expert costs.

The Biscayne Bay Coastal Wetlands Project was approved by Congress in the Water Resources Reform and Development Act (WRDA) 2014, signed on June 10, 2014; and the

District, as local sponsor, and the U.S. Army Corps of Engineers (USACE) entered into a Project Cooperation Agreement (“PCA”) regarding the Project on August 25, 2016. The primary benefits of the Project are to restore freshwater flows and minimize point source discharges, restore natural coastal wetlands habitat, and reestablish connectivity between the coastal and adjacent wetlands to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline.

Stipulation for Settlement and Final Judgment, Tract 45800-168 CAC Homes, Biscayne Bay Coastal Wetlands Project

In 2019, the District filed suit to obtain Tracts 45800-008 and 45800-168, containing approximately 10.06 acres and 4.55 acres, respectively, by Eminent Domain for the Project.

Seunarine Dwarika and CAC Homes, LLC, the owners of the tracts, stipulated to the order of taking and have reached settlements with the District. Staff seeks authorization to enter into Stipulated Final Judgments for \$236,066.20 and \$105,738.50 including interest, attorney’s fees, and expert fees and costs.

In 2018, the South Florida Water Management District (“District”) filed suit to obtain Tract 45800-168, containing approximately 4.55 acres (see Exhibit “A”), by Eminent Domain for the Project. CAC Homes, LLC, the owner of the tract, stipulated to the order of taking and has reached a settlement with the District. Staff seeks authorization to enter into a Stipulated Final Judgment with CAC Homes, LLC for \$105,738.50 including interest, attorney’s fees, and expert costs.

**Funding Source:**

Tract 45800-008 Seunarine Dwarika

The Stipulated Final Judgment for \$236,066.20 includes all costs. The acquisition and associated costs will be funded from Land Acquisition Trust Fund and/or Ad Valorem funds.

The unpaid balance for tract 45800-008 of \$145,066.20 consists of \$100,140 for land, plus \$44,926.20 for statutory attorney’s fees expert costs.

Tract 45800-168 CAC Homes

The Stipulated Final Judgment for \$105,738.50 includes all costs. The acquisition and associated costs will be funded from Land Acquisition Trust Fund and/or Ad Valorem funds.

The unpaid balance for tract 45800-168 of \$59,738.50 consists of \$40,450 for land and \$19,288.50 for statutory attorney’s fees and costs.

**Staff Contact and/or Presenter:**

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

**ATTACHMENTS:**

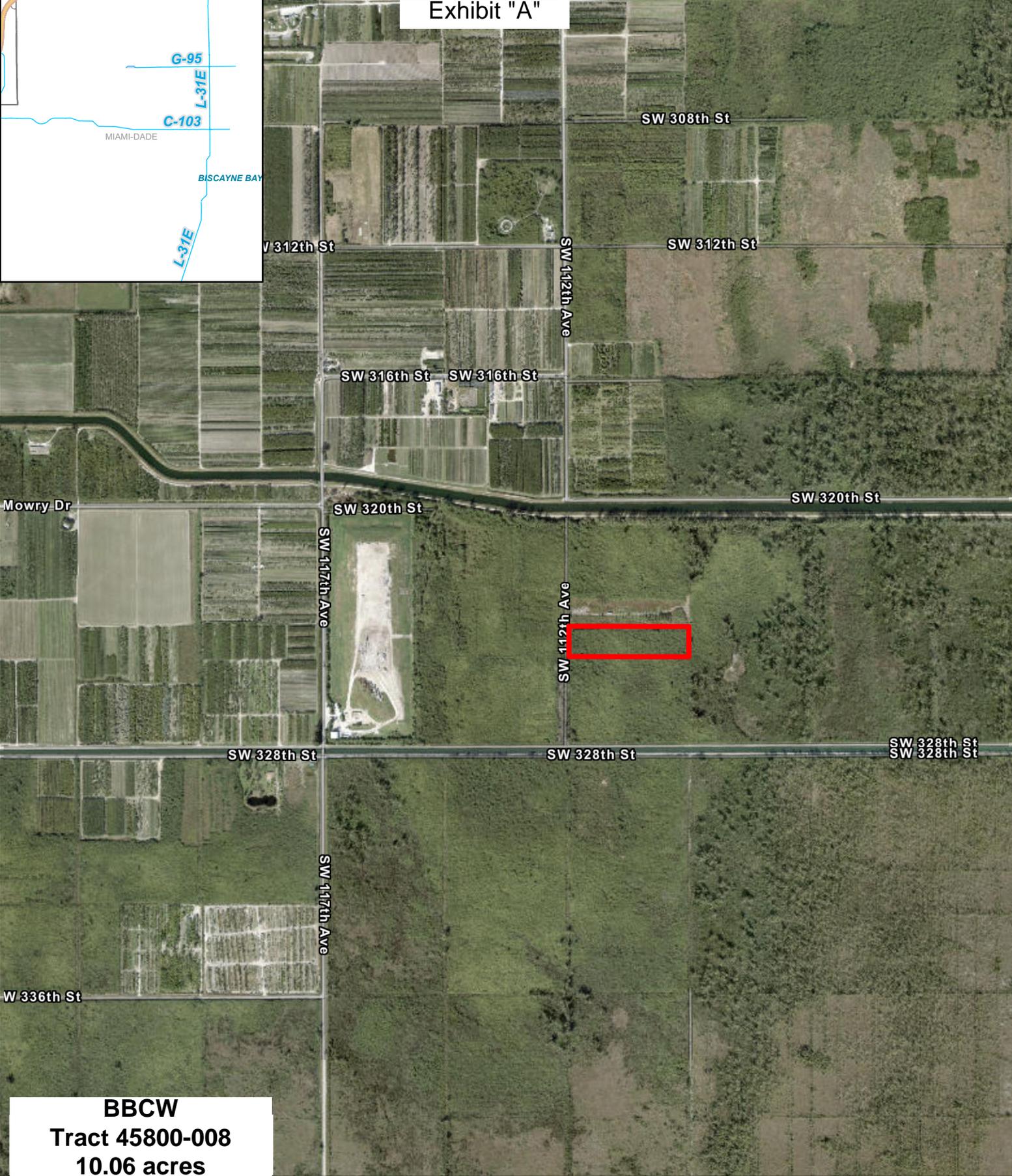
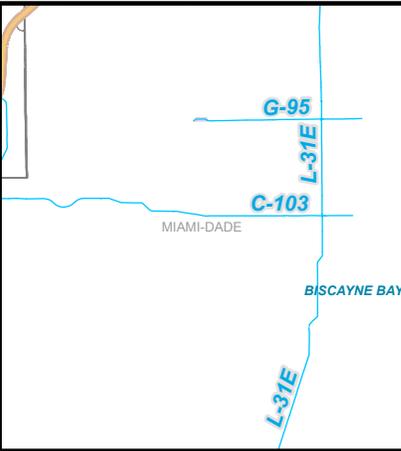
[Memo Exhibit A Dwarika](#)

[Resolution 2022-0303](#)

[Memo Exhibit A CAC Homes](#)

[Resolution 2022-0304](#)

Exhibit "A"

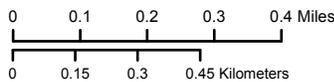


**BBCW**  
**Tract 45800-008**  
**10.06 acres**

**BBCW - Tract 45800-008 - Dwarika**



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



**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

### Resolution No. 2022 - 03XX

**A Resolution of the Governing Board of the South Florida Water Management District authorizing a Settlement for the sum of \$236,066.20, inclusive of interest, attorneys' fees, expert fees and costs, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted in Fiscal Year 2021-2022, and authorizing the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 10.06 acres, more or less, (Tract 45800-008, owned by Seunarine Dwarika) within the Biscayne Bay Coastal Wetlands Project, styled *South Florida Water Management District v. Seunarine Dwarika and CAC Homes, LLC, et al.*, filed in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2018-017515-CA-01; providing an effective date.**

**WHEREAS**, the Biscayne Bay Coastal Wetlands Project ("Project") was approved by Congress in the Water Resources Reform and Development Act (WRDA) 2014, signed on June 10, 2014; and

**WHEREAS**, the primary benefits of the Project are to restore freshwater flows and minimize point source discharges, restore natural coastal wetlands habitat, and re-establish connectivity between the coastal and adjacent wetlands to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline; and

**WHEREAS**, the District, as local sponsor, and the U. S. Army Corps of Engineers (USACE) entered into a Project Cooperation Agreement ("PCA") regarding the Project on August 11, 2016, wherein the District agreed to acquire all the remaining land interests necessary to complete the Project; and

**WHEREAS**, Sections 373.083(1), 373.129, and 373.139, Florida Statutes, authorize the South Florida Water Management District to settle existing lawsuits; and

**WHEREAS**, the owner of Tract 45800-008 within the Project is Seunarine Dwarika; and

**WHEREAS**, the Owner and the South Florida Water Management District (collectively, "the Parties") engaged in numerous settlement discussions to resolve all claims that have been raised or could have been raised against each other; and

**WHEREAS**, the Parties have been successful in the settlement discussion process and have reached a compromised settlement; and

**WHEREAS**, a deposit of \$91,000 was made to the courts as required by the Order of Takings for Tract 45800-008 which is included in the Final Stipulated Judgement of \$236,066.20; and

**WHEREAS**, all costs are to be funded from the Land Acquisition Trust Fund and Ad Valorem funds for the acquisition and associated costs.

**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 settlement of Tract 45800-008 in *South Florida Water Management District v. Seunarine Dwarika , et al.*, filed in the 11th Judicial Circuit Court in and for Miami Dade County, Florida, Case No. 2018-017515-CA-01, for the sum of \$236,066.20 , of which \$91,000 was previously deposited with the Court and the unpaid balance of \$145,066.20 consists of \$100,140 for land, plus \$44,926.20 for statutory attorney’s fees, and for expert costs, of which dedicated funds (Land Acquisition Trust Funds) and Ad Valorem funds have been budgeted, and authorizing the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 10.06 acres, more or less.

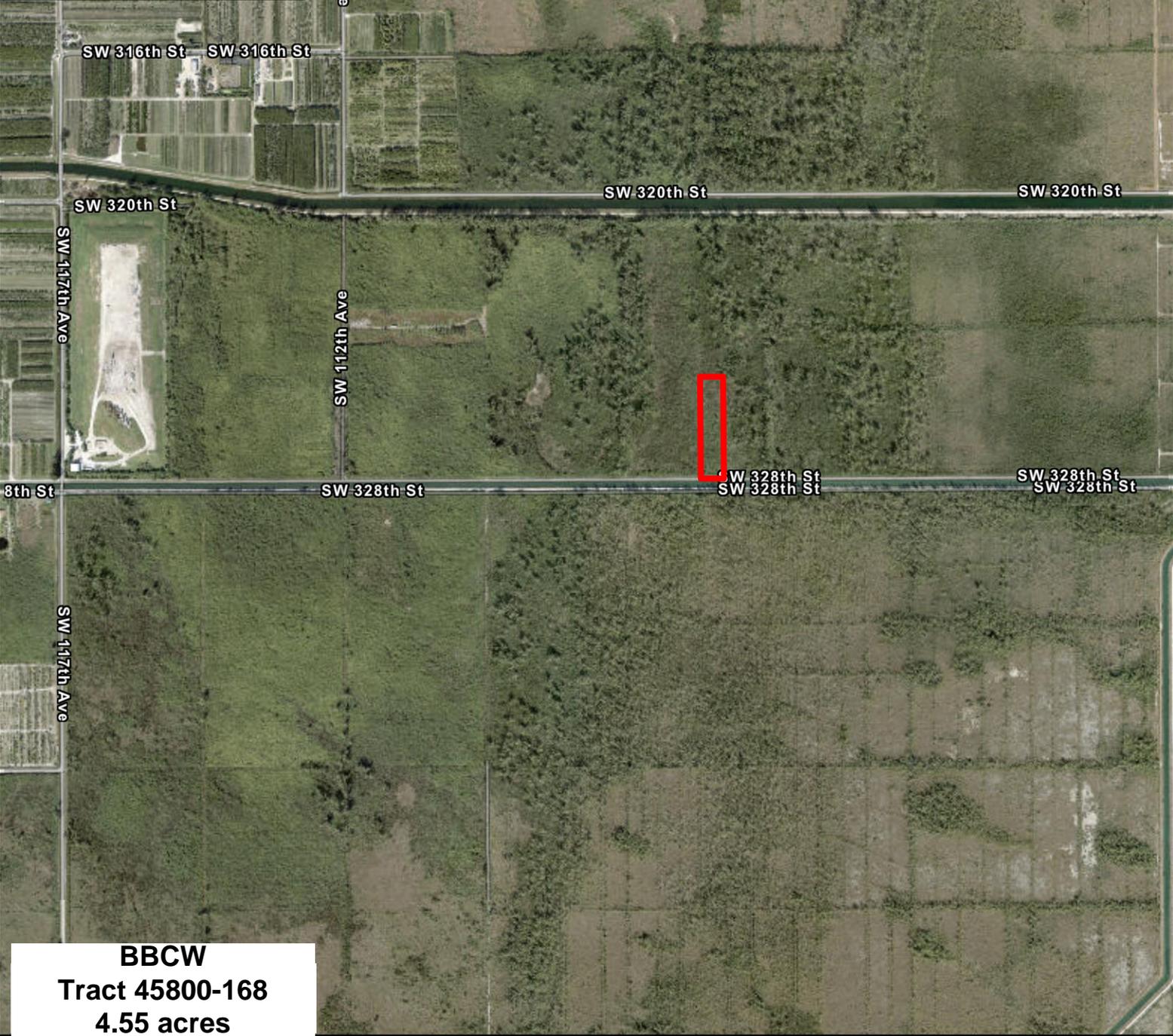
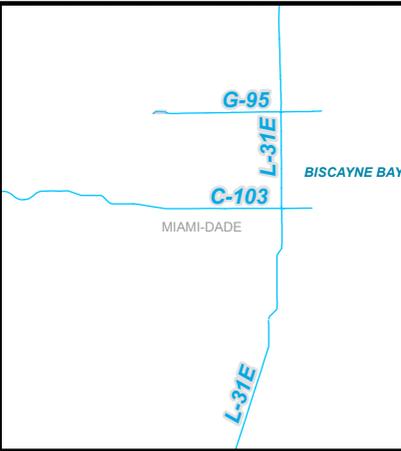
Tract No.	Owner	Interest	Acres	Settlement	Previous Deposit
45800-008	Seunarine Dwarika	Fee	10.06	\$236,066.20	\$91,000

Amount	Fund	Fund Center	Functional Area	GL Account #	Grant #	Account Description
\$145,066.20	425000/ 404000	3510144000	P128	580020/ 580022/ 580027	2066	Acquisition and Associated Costs

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

**PASSED** and **ADOPTED** this 10<sup>th</sup> day of March, 2022.

Exhibit "A"

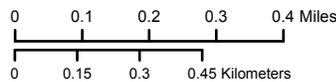


**BBCW**  
**Tract 45800-168**  
**4.55 acres**

**BBCW - Tract 45800-168 - CAC Homes**



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



**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

### Resolution No. 2022 - 03XX

**A Resolution of the Governing Board of the South Florida Water Management District authorizing a Settlement for the sum of \$105,738.50, inclusive of interest, attorneys' fees, expert fees and costs, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted in Fiscal Year 2021-2022, and authorizing the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 4.55 acres, more or less, (Tract 45800-168, owned by CAC Homes, LLC) within the Biscayne Bay Coastal Wetlands Project, styled *South Florida Water Management District v. Seunarine Dwarika and CAC Homes, LLC, et al.*, filed in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2018-017515-CA-01; providing an effective date.**

**WHEREAS**, the Biscayne Bay Coastal Wetlands Project ("Project") was approved by Congress in the Water Resources Reform and Development Act (WRDA) 2014, signed on June 10, 2014; and

**WHEREAS**, the primary benefits of the Project are to restore freshwater flows and minimize point source discharges, restore natural coastal wetlands habitat, and re-establish connectivity between the coastal and adjacent wetlands to southern Biscayne Bay, including Biscayne National Park and improves salinity distribution near the shoreline; and

**WHEREAS**, the District, as local sponsor, and the U. S. Army Corps of Engineers (USACE) entered into a Project Cooperation Agreement ("PCA") regarding the Project on August 11, 2016, wherein the District agreed to acquire all the remaining land interests necessary to complete the Project; and

**WHEREAS**, Sections 373.083(1), 373.129, and 373.139, Florida Statutes, authorize the South Florida Water Management District to settle existing lawsuits; and

**WHEREAS**, the owner of Tract 45800-168 within the Project is CAC Homes LLC; and

**WHEREAS**, the Owner and the South Florida Water Management District (collectively, "the Parties") engaged in numerous settlement discussions to resolve all claims that have been raised or could have been raised against each other; and

**WHEREAS**, the Parties have been successful in the settlement discussion process and have reached a compromised settlement; and

**WHEREAS**, a deposit of \$46,000 was made to the courts are required by the Order of Taking, for Tract 45800-168 which is included in the Final Stipulated Judgement of \$105,738.50; and

**WHEREAS**, all costs are to be funded from the Land Acquisition Trust Fund and Ad Valorem funds for the acquisition and associated costs.

**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 settlement of Tract 45800-168 in *South Florida Water Management District v. CAC Homes, LLC*, et al filed in the 11th Judicial Circuit Court in and for Miami Dade County, Florida, Case No. 2018-017515-CA-01, for the sum of \$105,738.50, of which \$46,000 was previously deposited Court and the unpaid balance of \$59,738.50 consists of \$40,450 for land and \$19,288.50 for statutory attorney’s fees and costs, of which dedicated funds (Land Acquisition Trust Funds) and Ad Valorem funds have been budgeted, and authorizing the Executive Director or legal counsel to execute a Stipulation for Settlement and Final Judgment in a condemnation action to acquire 4.55 acres, more or less.

Tract No.	Owner	Interest	Acres	Settlement	Previous Deposit
45800-168	CAC Homes, LLC	Fee	4.55	\$105,738.50	\$46,000

Amount	Fund	Fund Center	Functional Area	GL Account #	Grant #	Account Description
\$59,738.50	425000	3510144000	P128	580020/ 580022/ 580027	2066	Acquisition and Associated Costs

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

**PASSED** and **ADOPTED** this 10<sup>th</sup> day of March, 2022.

## MEMORANDUM

**TO:** Governing Board Members  
**FROM:** Stephen M. Collins, Real Estate & Land Management  
**DATE:** March 10, 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. 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:

#### **Palm Beach County**

- Release District canal reservations for Linda T. Woodworth as Trustee of the Taheri Grandchildren's Irrevocable Trust (File No. 18891) for 3.45 +/- acres; subject to release value payment of \$5,042.70 (unpaid).
- Release District canal reservations for Aglantic Holdco LLC (File No. 18895) for 1.52 +/- acres; subject to release value payment of \$2,220.08 (unpaid).

### **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 releases 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 2022-0305

Resolution Exhibit A



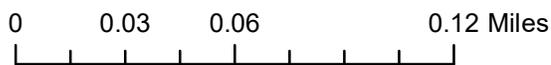
SFWMD GeoSpatial Services



[sfwmd.gov](http://sfwmd.gov)

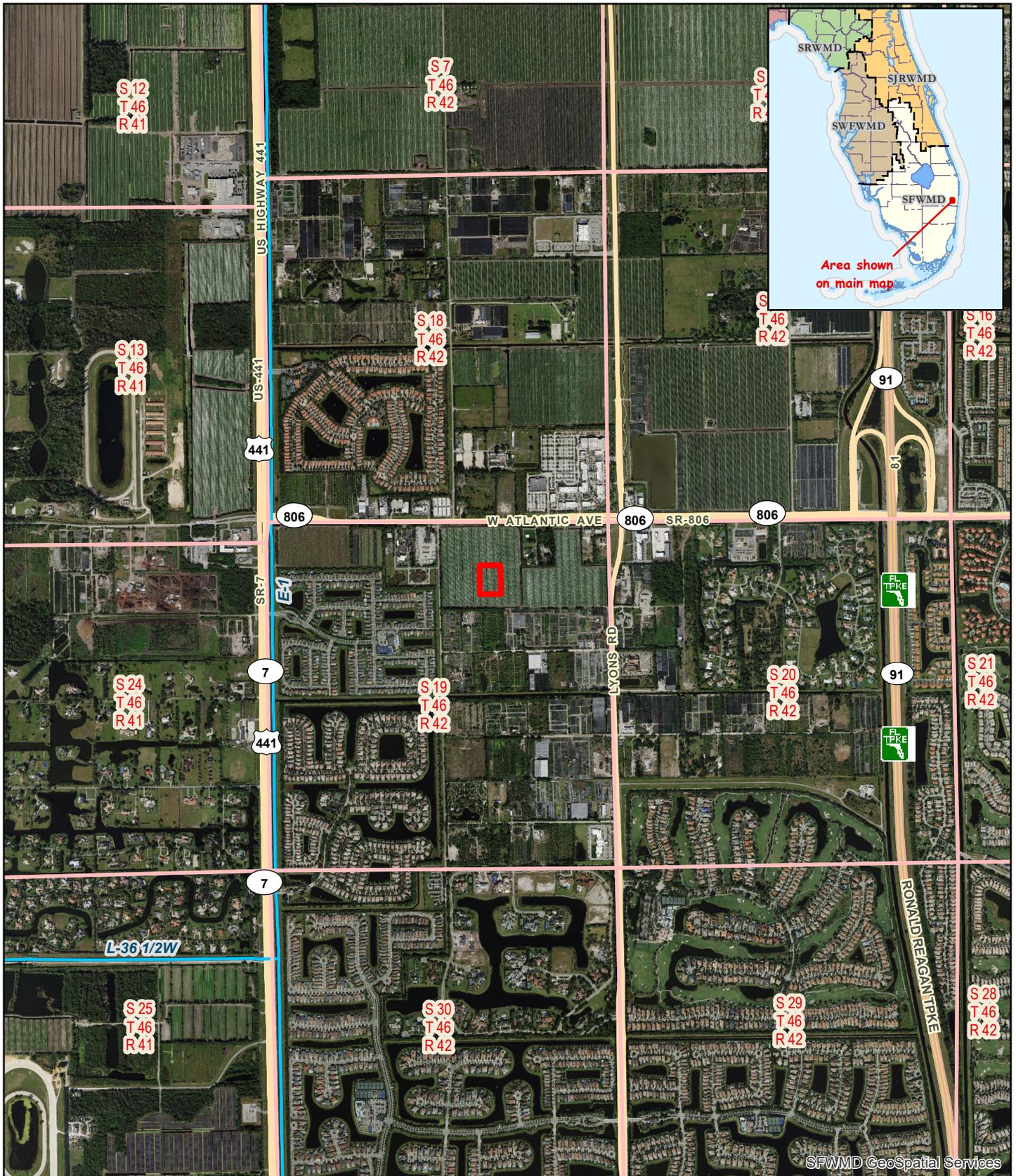


**Release No. 18891**



**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](http://www.sfwmd.gov)



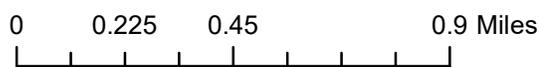
SFWMD GeoSpatial Services



[sfwmd.gov](http://sfwmd.gov)

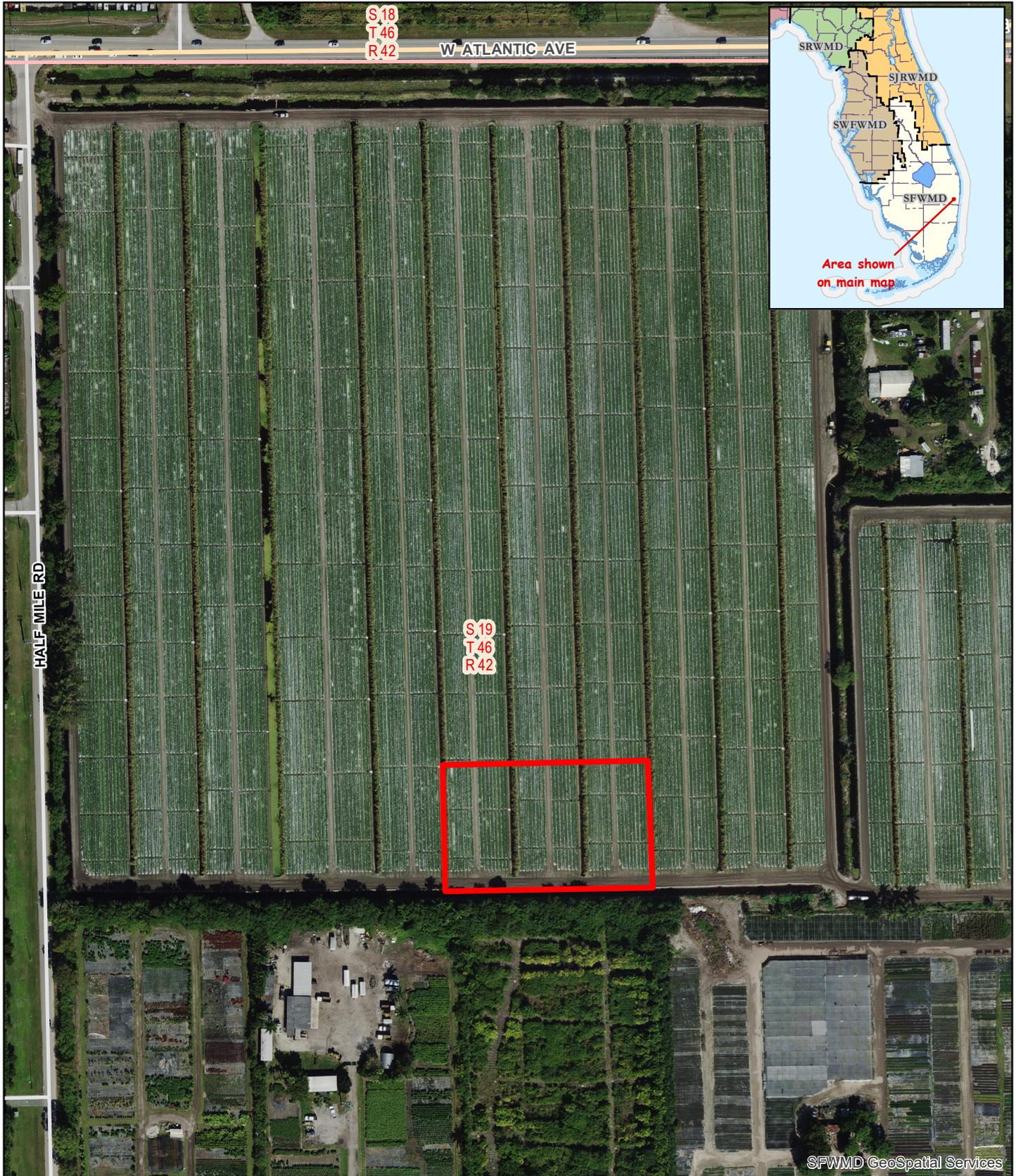


### Release No. 18891



**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.

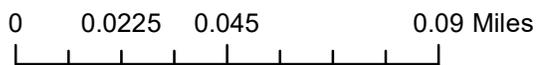
South Florida Water Management District  
 3301 Gun Club Rd., West Palm Beach, Florida 33406  
 (561) 686-8800; [www.sfwmd.gov](http://www.sfwmd.gov)



[sfwmd.gov](http://sfwmd.gov)

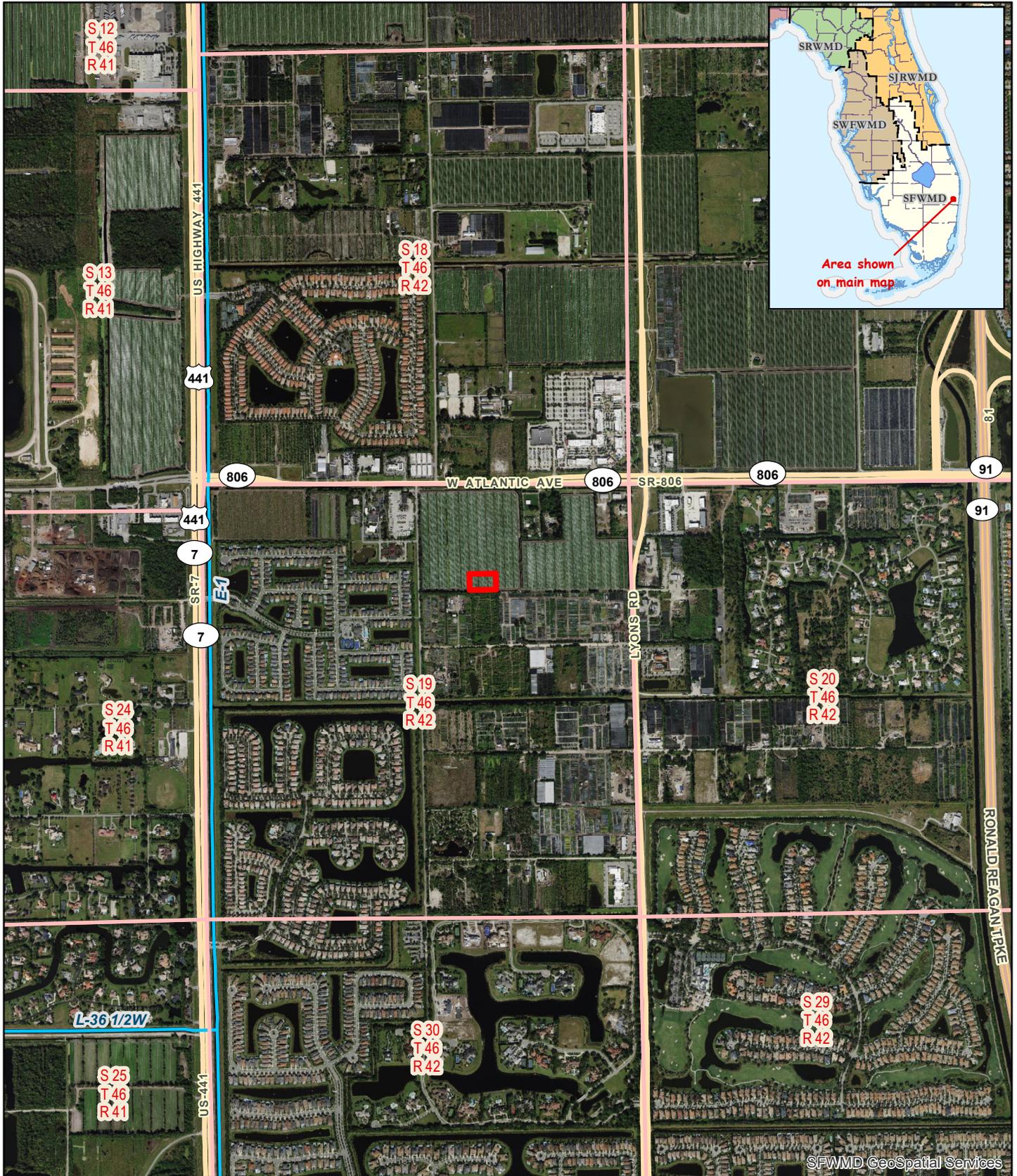


### Release No. 18895



**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](http://www.sfwmd.gov)



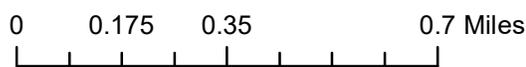
SFWMD GeoSpatial Services



[sfwmd.gov](http://sfwmd.gov)



### Release No. 18895



**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](http://www.sfwmd.gov)

**MEMORANDUM – EXHIBIT “A”**

**Palm Beach County**

File No: 18891  
Applicant: Linda T. Woodworth as Trustee of the Taheri Grandchildren’s Irrevocable Trust U/A/D December 28, 1992  
Reserving Deed: T-4385 (DB 357-516, 3/31/1926)  
Application Fee Paid: \$250.00  
Release Value: \$5,042.70 (paid)  
Action: Release District canal reservations; subject to payment of \$7,262.78 for value of release of District real property interests  
Acres: 3.45 acres, more or less  
Legal Description: A portion of Tract 27, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 19, Township 46 South, Range 42 East  
Location: Vacant land Southerly of Atlantic Avenue and Easterly of Half Mile Road, Delray Beach, Palm Beach County  
Reviewed By: No routing due to size and location

File No: 18895  
Applicant: Aglantic Holdco LLC, a Florida limited liability company  
Reserving Deed: T-4385 (DB 357-516, 3/31/1926)  
Application Fee Paid: \$250.00  
Release Value: \$2,220.08 (paid)  
Action: Release District canal reservations; subject to payment of \$2,220.08 for value of release of District real property interests  
Acres: 1.52 acres, more or less  
Legal Description: A portion of Tract 27, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 19, Township 46 South, Range 42 East  
Location: Vacant land Southerly of Atlantic Avenue and Easterly of Half Mile Road, Delray Beach, Palm Beach County  
Reviewed By: No routing due to size and location

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2022 - 03XX**

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

**WHEREAS**, certain underlying landowners 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 10<sup>th</sup> day of March, 2022.

**RESOLUTION - EXHIBIT "A"**

**Palm Beach County**

File No: 18891  
Applicant: Linda T. Woodworth as Trustee of the Taheri Grandchildren's Irrevocable Trust U/A/D December 28, 1992  
Reserving Deed: T-4385 (DB 357-516, 3/31/1926)  
Release Value: \$5,042.70 (paid)  
Action: Release District canal reservations; subject to payment of \$7,262.78 for value of release of District real property interests  
Acres: 3.45 acres, more or less  
Legal Description: A portion of Tract 27, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 19, Township 46 South, Range 42 East  
Location: Vacant Land Southerly of Atlantic Avenue and Easterly of Half Mile Road, Delray Beach, Palm Beach County

File No: 18895  
Applicant: Aglantic Holdco LLC, a Florida limited liability company  
Reserving Deed: T-4385 (DB 357-516, 3/31/1926)  
Release Value: \$2,220.08 (paid)  
Action: Release District canal reservations; subject to payment of \$2,220.08 for value of release of District real property interests  
Acres: 1.52 acres, more or less  
Legal Description: A portion of Tract 27, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 19, Township 46 South, Range 42 East  
Location: Vacant land Southerly of Atlantic Avenue and Easterly of Half Mile Road, Delray Beach, Palm Beach County

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Jennifer Smith, Executive Office

**DATE:** March 10, 2022

**SUBJECT:** Ratification of Amended Articles XII Health Insurance and XIV Wages of the Collective Bargaining Agreement

### **Agenda Item Background:**

In April 2018, the Governing Board ratified a Collective Bargaining Agreement between the District and the International Union of Operating Engineers. The Collective Bargaining Agreement provides that the District reopen and discuss the Health Insurance and Wages Articles with the Union on October 1, 2021. The District and the Union met to begin these discussions. The purpose of the Health Insurance reopener is to provide the Union with an opportunity to discuss any employee premium increases. As there were no employee premium increases this year, no discussion on this topic occurred. The purpose of the Wages reopener is to discuss additional one-time general increases for Bargaining Unit Members.

Throughout the pandemic, certain District employees were unable to work from home due to their unique responsibilities. However, they continued to report to their various workstations to execute our important mission. In recognition of these employees' service and dedication, they each will receive the Executive Director Award of Excellence in the amount of \$1000 net.

Consistent with the provision of this award to other District staff, the District offered Bargaining Unit Members this award in satisfaction of the Wages reopener.

The Union has accepted and ratified this offer. The Health Insurance and Wages Articles were amended to reflect the outcome of these discussions. The Bargaining Unit Members and the District Governing Board must ratify Amended Articles XII Health Insurance and XIV Wages to become effective. Upon ratification, these two amended Articles will be substituted for existing Articles XII Health Insurance and XIV Wages and included 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 2022-0307](#)

ARTICLES XII and XIV

Signed Collective Bargaining Agreement

## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

### **Resolution No. 2022 - 03XX**

**A Resolution of the Governing Board of the South Florida Water Management District to ratify Amendments to the Health Insurance and Wages Articles 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 (“Union”).

**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, 2021.

**WHEREAS**, the District and the Union had these discussions.

**WHEREAS**, the purpose of the Health Insurance Article reopener is to provide the Union with an opportunity to discuss any employee premium increases.

**WHEREAS**, there were no employee premium increases this year, so no discussion on this topic was required.

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

**WHEREAS**, throughout the pandemic, certain District employees were unable to work from home due to their unique responsibilities, and they continued to report to work to execute the District’s critical mission.

**WHEREAS**, in recognition of these employees’ dedication and service, they will each receive the Executive Director’s Award of Excellence in the amount of \$1,000 net.

**WHEREAS**, these employees include Bargaining Unit and non-Bargaining Unit positions.

**WHEREAS**, the Union has accepted the Executive Director’s Award of Excellence for Bargaining Unit employees in satisfaction of Article XIV Wages.

**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

**Resolution No. 2022 - 03XX**

hereby ratifies Amended Articles XII Health Insurance and XIV Wages. Upon ratification, these two Amended articles will be substituted for existing Articles XII Health Insurance and XIV Wages and included in the Collective Bargaining Agreement.

**Section 2.** A copy of Amended Article XII Health Insurance and Article XIV Wages is attached hereto and made a part hereof.

**Section 3.** A copy of the Collective Bargaining Agreement is attached hereto and made a part hereof.

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

**PASSED** and **ADOPTED** this 10<sup>th</sup> day of March, 2022.

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_  
Chauncey P. Goss, II  
Chairman

Attest:

\_\_\_\_\_  
District Clerk/Secretary

Legal form approved:  
By:

\_\_\_\_\_  
Office of Counsel

Print name:  
\_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

ARTICLE XIV

WAGES

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

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

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

## TABLE OF CONTENTS

DEFINITIONS.....	3
ARTICLE I RECOGNITION.....	5
ARTICLE II NON DISCRIMINATION.....	6
ARTICLE III DUES DEDUCTION.....	7
ARTICLE IV MANAGEMENT RIGHTS.....	8
ARTICLE V NO STRIKE.....	9
ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE.....	10
ARTICLE VII REPRESENTATIVES OF PARTIES.....	12
ARTICLE VIII SENIORITY.....	14
ARTICLE IX BULLETIN BOARDS.....	15
ARTICLE X SAFETY.....	16
ARTICLE XI RETIREMENT BENEFITS.....	17
ARTICLE XII HEALTH INSURANCE.....	18
ARTICLE XIII HOLIDAYS.....	19
ARTICLE XIV WAGES.....	20
ARTICLE XV DURATION OF AGREEMENT.....	21
ARTICLE XVI SAVINGS CLAUSE.....	22
ARTICLE XVII APPENDICES AND AMENDMENTS.....	23
ARTICLE XVIII SICK LEAVE.....	24
ARTICLE XIX ANNUAL LEAVE.....	25
APPENDICES.....	26
INDEX.....	27
SIGNATURE PAGE.....	28

## 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.

## ARTICLE XII

### HEALTH INSURANCE

- 12.1 For calendar 2021, the District will absorb any premium increases such that the employee contribution is the same as in calendar 2020.
- 12.2 The District agrees to reopen this Article on October 1, 2021, and 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.

 Union  
 District

ARTICLE XIV

WAGES

- 14.1 Effective the pay period beginning October 8, 2020, the District shall give each eligible bargaining unit member a 3% increase to his or her annualized base wages.
- 14.2 For these purposes, an eligible bargaining unit member is a bargaining unit member who is employed as of April 8, 2020 and is not on a performance improvement plan.
- 14.3 The District agrees to reopen this Article on October 1, 2021, and October 1, 2022, to discuss additional one-time general increases for bargaining unit members.

  
Union  
  
District

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

## INDEX

ANNUAL LEAVE.....	25
APPENDICES .....	26
APPENDICES AND AMENDMENTS .....	23
BULLETIN BOARDS.....	15
DEFINITIONS.....	3
DUES DEDUCTION.....	7
DURATION OF AGREEMENT.....	21
GRIEVANCE AND ARBITRATION PROCEDURE.....	10
HEALTH INSURANCE.....	18
HOLIDAYS .....	19
MANAGEMENT RIGHTS .....	8
NO STRIKE.....	9
NON DISCRIMINATION.....	6
RECOGNITION .....	5
REPRESENTATIVES OF PARTIES.....	12
RETIREMENT BENEFITS.....	17
SAFETY .....	16
SAVINGS CLAUSE.....	22
SENIORITY .....	14
SICK LEAVE .....	24
WAGES .....	20
M.O.U NUMBER 10.08.2020 .....	29

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

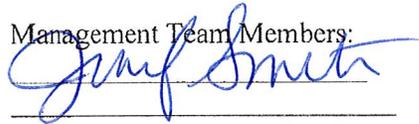
**Contract End Date:** September 30, 2023

**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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<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:

---

---

---

---

---

---

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

---

---

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

**DATE:** March 10, 2022

**SUBJECT:** Caloosahatchee (C-43) Reservoir, Hendry County

### **Agenda Item Background:**

As part of CERP, the Caloosahatchee (C-43) Reservoir project site covers approximately 10,000 acres and consists of an average 17' deep, 170,000 acre-feet impoundment with an inflow pump station, irrigation pump stations, 19 miles of embankment and 14 water control structures. This important project will reduce harmful discharges to the Caloosahatchee Estuary and provide beneficial flows when needed. The final two construction contracts (Packages 3 and 4) were approved by the Governing Board in 2017 and 2019 totaling over \$580 Million. To date, staff has negotiated change orders totaling roughly \$12 Million, or 2% of the total contract value. This amount was authorized by previous Governing Board actions.

Currently, there is a need for staff to negotiate additional change orders, primarily to address an unforeseen site condition and the substitution of sod in place of seed and mulch on the exterior embankment, in a total amount not to exceed \$25 Million. Together with the previous change order authorizations, this would result in a total change order rate to date of 6.4% for these contracts.

Additionally, this item will include an update on construction and the current schedule status compared to the one anticipated at the time of contract execution. Staff will also describe the process to keep the Governing Board apprised of the project status and continue implementing the Governing Board's procurement and contracting policies to keep the project moving forward.

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

The Caloosahatchee (C-43) Reservoir Project supports the District's core mission of ecosystem restoration.

### **Funding Source:**

The project will be funded through Save Our Everglades and Land Acquisition Trust Funds and is eligible for cost crediting by the U.S. Army Corps of Engineers through the Project Cooperation Agreement.

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

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

### **ATTACHMENTS:**

[Resolution 2022-0306](#)

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **Resolution No. 2022 - 03XX**

**A Resolution of the Governing Board of the South Florida Water Management District (“District”) authorizing new change orders with C-43 Water Management Builders for Contract No. 4600003973 for the C-43 Reservoir Project, in an amount not to exceed \$25,000,000 for a revised contract amount of \$557,817,852.32, for which dedicated funds (Land Acquisition Trust Fund) and Ad Valorem funds are budgeted, providing an effective date.**

**WHEREAS**, the Governing Board awarded Contract No. 4600003973 on March, 9 2019 to C-43 Water Management Builders in the amount of \$523,871,000; and

**WHEREAS**, District staff previously approved change orders in the amount of \$8,946,852.32 pursuant to District Policy Sec.155-8 (Transactions Requiring Governing Board Approval); and

**WHEREAS**, the amount of the current change orders must be approved by the Governing Board in accordance with Sec 155-8 (Transactions Requiring Governing Board Approval) because the value of the contract is more than \$1,000,000 and the amount of the change order is 2% or more of the total contract cost in the aggregate; and

**WHEREAS**, due to the previous and current change orders, the revised aggregate cost of Contract No. 4600003973 is \$532,871,000; and

**WHEREAS**, future change orders that, in the aggregate, amount to 2% or more of the revised contract amount must be approved by the Governing Board; and

**WHEREAS**, the Governing Board of the South Florida Water Management District deems it necessary, appropriate, and in the public interest to authorize entering into new change orders with C-43 Water Management Builders for Contract 4600003973 for the C-43 Reservoir Project, in an amount not to exceed \$25,000,000.

**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 new change orders with C-43 Water Management Builders for Contract No. 4600003973 for the C-43 Reservoir Project, in an amount not to exceed \$25,000,000, for a revised contract amount of \$557,817,852.32.

**Section 2.** Future change orders for Contract No. 4600003973 that, in the aggregate, amount to 2% or more of the revised contract amount must be approved by the Governing Board.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 10<sup>th</sup> day of March, 2022.