

South Florida Water Management District

GOVERNING BOARD MONTHLY MEETING AGENDA

August 11, 2022 9:00 AM District Headquarters - B-1 Auditorium 3301 Gun Club Road West Palm Beach, FL 33406

FINAL

- 1. Call to Order Chauncey Goss, Chairman, Governing Board
- 2. Pledge of Allegiance
- 3. Employee Recognitions

August Employee of the Month: Darlene Marley, Lead Scientist August Team of the Month: Tropical Storm Alex Rainfall Data Team

25-Year Service Award: Lawrence Glenn, Water Resources Division Director

25-Year Service Award: Nenad Iricanin, Principal Scientist

30-Year Service Award: Leslie Richards, Microwave Support Section Leader

- 4. Agenda Revisions
- 5. Agenda Item Abstentions by Board Members
- 6. Consider Approval of the Minutes for the July 14th Meeting
- 7. Executive Director's Report Drew Bartlett
- 8. General Public Comment
- 9. Board Comment
- 10. Move Consent Agenda Items to Discussion Agenda

- 11. Public Comment on Consent Agenda Items
- 12. Board Vote on Consent Agenda

Consent Agenda

13. 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 City of Pembroke Pines (File No. 18907) for 16.29 +/- acres; release value exempt (government).

Recommended Action:

Resolution No. 2022 - 0801 Release District canal reservations.

Maps Memo Exhibit A Resolution No. 2022-0801 Resolution Exhibit A

14. Contract with Florida Atlantic University for the Management of Riverwoods Field Laboratory, Highlands County (Staff contact, Lawrence Glenn)

Agenda Item Background:

The Kissimmee River Restoration Project is a 50/50 cost share between the federal government (United States Army Corps of Engineers) and the District. As part of this cost share agreement, the District is charged with assessing physical, chemical, biological, and functional responses within the restored river/floodplain to evaluate project success. The District currently has contracted with Florida Atlantic University (FAU) to manage the Riverwoods Field Laboratory as a base for field operations for District scientists evaluating ecosystem response, due to the remote location of the project and distance from District headquarters. This contract also provides two scientific staff to support evaluation of ecosystem response. The proposed three-year contract is to continue FAU providing two scientific staff and site maintenance/security for the 15-acre Riverwoods site in an amount not-to-exceed \$1,017,168 subject to

Governing Board approval of future years budgets. Costs for this contract, both expended and proposed, are creditable and included in the District's total project cost estimate for Kissimmee River Restoration.

Recommended Action:

Resolution No. 2022 - 0802 Authorize entering into a three-year contract with Florida Atlantic University for site maintenance, outreach and scientific support of the Riverwoods Field Laboratory as part of the Kissimmee River Restoration project; in the amount of \$1,017,168 for which \$339,056 in Ad Valorem funds are subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004634)

Resolution No. 2022-0802

15. Cost Share Agreement with the Village of Palmetto Bay, Survey of the C-100A Canal, Miami-Dade County (Staff contact, Sean Cooley)

Agenda Item Background:

Staff seeks approval to enter into a one-year cost share agreement with the Village of Palmetto Bay in an amount not-to-exceed \$150,316.37 for the survey of the C-100 A canal from Coral Reef Park to 168th Street within the Village of Palmetto Bay. The survey project objectives are to obtain and map surface and canal existing conditions supporting maintenance, canal conveyance and engineering analysis.

Recommended Action:

Resolution No. 2022 - 0803 Authorize entering into a cost share agreement with The Village of Palmetto Bay for the purpose of financial assistance to conduct a canal bank survey for which \$150,316.37 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and future years budgets. (Contract No. 460004516)

Resolution No. 2022-0803 Agreement Statement of Work Project Estimate Spreadsheet

16. Security Services Contract, Allied Universal Security Services, LLC (Staff contact, Candida Heater)

Agenda Item Background:

Staff requests authorization to enter into a 3-year contract with two 1-year optional renewals with Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC for security services. Allied Universal will provide professional security services to ensure a safe and effective working environment for employees located at the District's headquarters facility. Services include 24-hour monitoring of security systems, daily visitor control, ID badge and access control assistance, crowd control and site security. Security services have been traditionally outsourced by the District because the District does not have the positions or staff trained to provide these services. Allied Universal is a vendor that was awarded a contract for security services through a competitive bid process administered by the State of Florida (Contract No. 92121500-20-1) which the District is permitted to utilize for its own

security services.

The total amount of the 5-year contract, including the two 1-year optional renewals is \$1,907,900.

Recommended Action:

Resolution No. 2022 - 0804 Authorize entering into a 3-year contract with two 1-year renewal options with Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC for security services at the District's headquarters facility in West Palm Beach, using the State of Florida term contract, in an amount not-to-exceed \$1,907,900 for which \$359,361.60 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004624)

Resolution No. 2022-0804 Backup Document

17. Amendment to Adopted Fiscal Year 2021-2022 Budget (Staff contact, Candida Heater)

Agenda Item Background:

The Governor signed into the Laws of Florida, Chapter 2022-156 House Bill No. 5001 which includes, Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund that included \$86,500,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$35,000,000 for the Green Heart of the Everglades, subject to appraisal. These intergovernmental funds were not included in the District's Fiscal Year 2021-2022 Adopted Budget. Pursuant to the requirements of Section 373.536(4)(c), Florida Statutes, "If the district receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to Section 120.525, Florida Statutes." The notice must set forth a summary of the proposed amendment. The District anticipates requiring \$45,000,000 from the Florida Department of Environmental Protection (DEP) to facilitate and support the payment of invoices for Restoration Strategies Projects (STA-1W Expansion #2, C-139 Flow Equalization Basin) from the 2022 General Appropriations Act 1647 and \$300,000 to conduct two appraisals, an environmental phase I assessment and a cultural resource assessment, for the Green Heart of the Everglades land acquisition from the 2022 Section 197 Land Acquisition appropriated to the DEP for transfer to the District. The District's Fiscal Year 2022-2023 Tentative Budget will be reduced by the respective amounts, if approved, and the remaining balance of the specific appropriations will remain in the District's Fiscal Year 2022-2023 Budget subject to Governing Board approval and adoption on September 20, 2022.

Recommended Action:

Resolution No. 2022 - 0805 Approve implementing from the 2022 Legislative Session Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land

Acquisition Trust Fund in an amount of \$45,000,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$300,000 for the Green Heart of the Everglades; and authorize the Executive Director or Designee to execute agreements at no cost to the District with the Florida Department of Environmental Protection; and authorize an amendment to the Adopted Fiscal Year 2021-2022 budget.

EOG Approval Letter Resolution No. 2022-0805 Resolution Exhibit A

18. Roof Maintenance and Inspection Program (Staff contact, Alan Shirkey)

Agenda Item Background:

As part of the Operations and Maintenance Capital Improvement Program, the Roof Maintenance and Inspection (RMI) Program covers the 16 counties within the District's boundary. The RMI Program identifies deficiencies and provides recommendations for repairs, allowing action to be taken to eliminate further disintegration of damaged roofs resulting in the protection of the building envelope, equipment used to operate the pump station, and staff working within the building.

Staff is requesting Governing Board approval to enter into a contract with Advanced Roofing, Inc. for the implementation of the District's Roof Maintenance and Inspection Program, using the Pinellas County, Florida, executed agreement 190-033-CP, for 3-years with optional two 1-year extensions, in an amount not-to-exceed \$2,500,000.

Recommended Action:

Resolution No. 2022 - 0806 Authorize entering into a 3-year contract, with two 1-year renewal options with Advanced Roofing, Inc., to provide Roof Inspection and Maintenance Services for the Roof Inspection and Maintenance Program, using the Pinellas County Roofing Services & Supplies, Waterproofing & Related Products and Services Contract and rate schedule, in an amount not-to-exceed \$2,500,000, for which \$500,000 in Ad Valorem funds are subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004589)

Resolution No. 2022-0806 Backup Document

Technical Reports

- 19. Water Conditions Report John P. Mitnik
- 20. Ecological Conditions Report Lawrence Glenn

Discussion Agenda

21. Central Everglades Planning Project New Water Seepage Barrier Project, Miami-Dade County (Staff contact, Jennifer Reynolds)

Agenda Item Background:

As part of the Central Everglades Planning Project (CEPP), the CEPP New Water Seepage Barrier Wall Project includes an underground cut-off wall along the Levee 31N (L-31N) and 8.5 Square Mile Area (SMA). The project minimizes seepage from Everglades National Park (ENP) and mitigates regional flooding in urbanized areas. The Governing Board previously approved building 2.3 miles of a seepage wall adjacent to the 8.5 SMA along the C-358 Canal and the L-357W Levee. This new project includes construction of approximately 4.9 miles of a seepage cut-off wall along the L-357W Levee from the end of the 2.3-mile segment to the junction with the L-31N Levee. 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 - 0807 Authorize entering into a 790-day contract with Geo-Solutions, Inc., the lowest responsive and responsible bidder, for the CEPP New Water Seepage Barrier Wall Project, in the amount of \$42,258,301 for which \$100,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004637)

Resolution No. 2022-0807 Backup Document

22. Basin Management Action Plan Update (Kevin Coyne and David Frady, Florida Department of Environmental Protection)

Agenda Item Background:

The objectives of the Northern Everglades and Estuaries Protection Program (NEEPP) are to protect and restore surface water resources and achieve and maintain compliance with water quality standards in the Northern Everglades region including the Lake Okeechobee Watershed (LOW), St. Lucie River Watershed (SLRW), and Caloosahatchee River Watershed (CRW). Implementation, reporting, and coordination of the NEEPP are executed by the three coordinating agencies: Florida Department of Environmental Protection (DEP), Florida Department of Agriculture and Consumer Services, and the District. As part of NEEPP, Basin Management Action Plans (BMAPs) address pollutant loading or total maximum daily loads (TMDLs). BMAPs utilize a phased implementation of comprehensive and innovative management strategies that promote timely, cost-effective actions and integration with other programs. Staff from the DEP will update the Governing Board on the status and progress of BMAPs in the Northern Everglades.

Staff Reports

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

- 26. Board Comment
- 27. 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.

Presentations for Agenda items 7, 19, 20, 21, and 22. Written public comment received for items 8 and 21.

Agenda Item Background:

- 07 Bartlett ED Report
- 08 Public Comment Mike Knepper
- 19 Mitnik Water Conditions Report
- 20 Glenn Ecological Conditions Report
- 21 Reynolds CEPP New Water Seepage Barrier Wall Project
- 21 Public Comment Charles LaPradd
- 22 Blalock Coyne Frady BMAPs

MEMORANDUM

TO: Governing Board Members

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

DATE: August 11, 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 City of Pembroke Pines (File No. 18907) for 16.29 +/-acres; release value exempt (government).

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.

Funding Source:

Pursuant to Section 373.096, 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.

Staff Contact and/or Presenter:

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

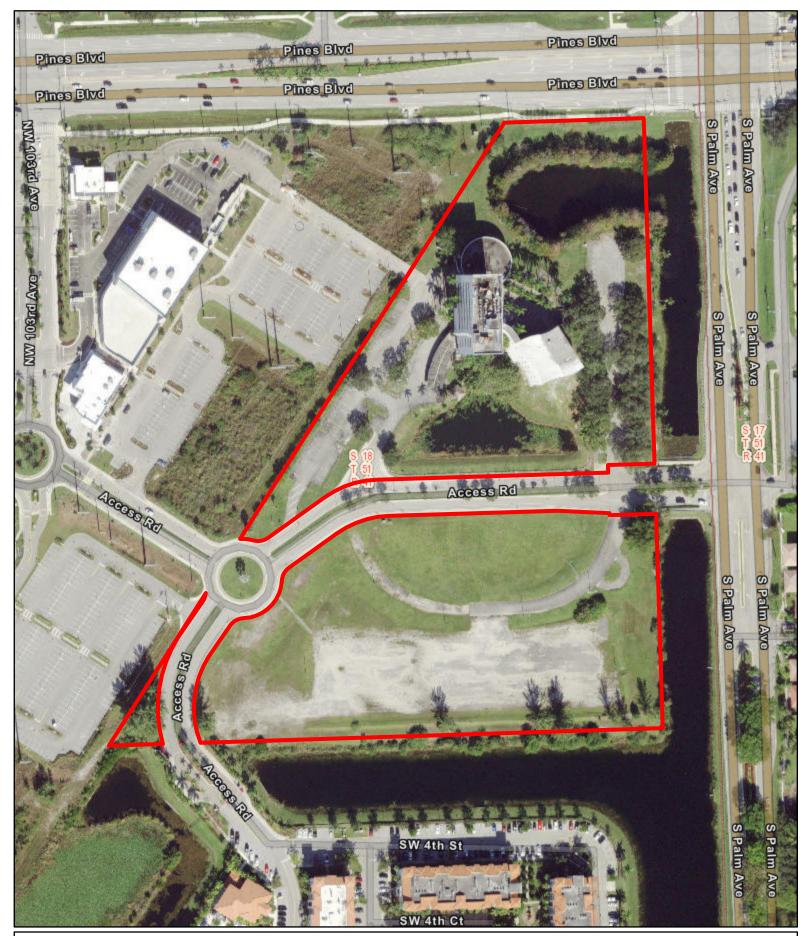
ATTACHMENTS:

Maps

Memo Exhibit A

Resolution No. 2022-0801

Resolution Exhibit A





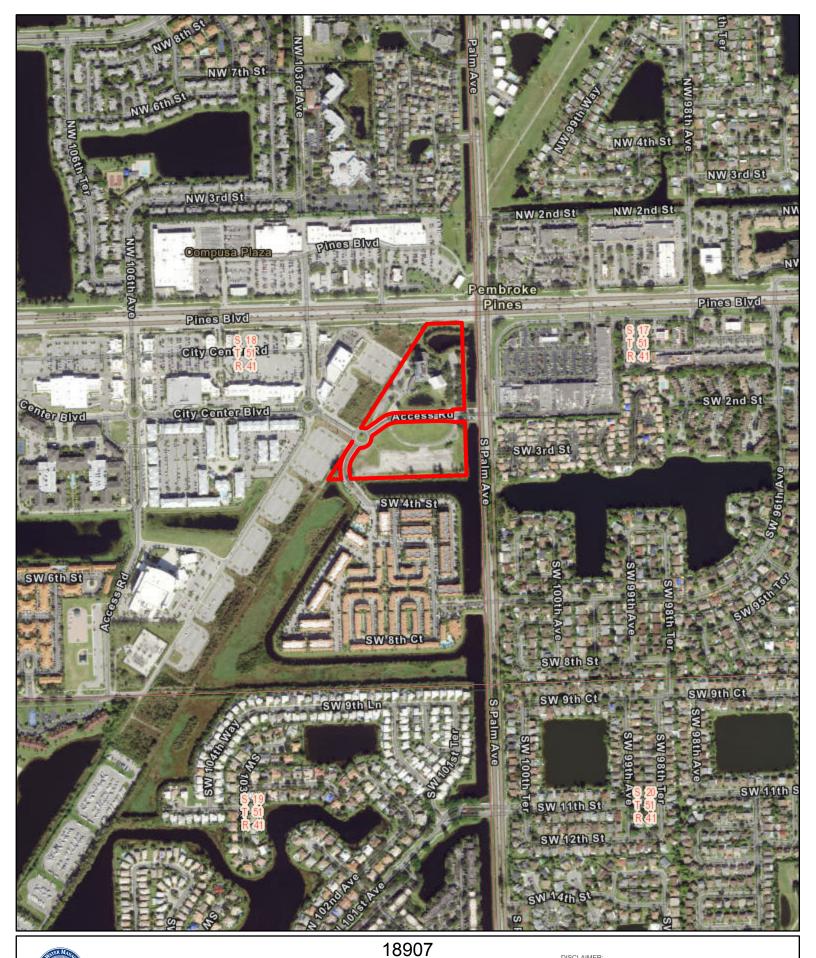
South Florida Water Management District 3301 Gun Club Road, West Palm Beach, Florida 33406 561-686-8800; www.sfwmd.gov



18907

0.02 0.03 0.04 Miles 0.04 0.06 Kilometers

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.





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



0.2 Miles 0.29 Kilometers

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MEMORANDUM - EXHIBIT "A"

Broward County

File No: 18907

Applicant: City of Pembroke Pines, a Florida municipal corporation

Reserving Deeds: T-1017 (DB 34-259, 6/25/1924) and T-1152 (DB 43-137, 12/15/1924)

Application Fee Paid: \$250.00

Release Value: Exempt - Government

Action: Release District canal reservations

Acres: 16.29 acres, more or less

Legal Description: A portion of Tract "A", PEMBROKE PINES CITY HALL PLAT, PB 136-

23, Section 18, Township 51 South, Range 41 East

Location: 10100 Pines Boulevard, Pembroke Pines, Broward County Reviewed By: Water Supply Development Section, Right of Way Section,

Environmental Recourse Permitting Bureau, Office of Everglades Policy

Coordination, and Central Broward Water Control District

SOUTH FLORIDA WATER MANAGEMENT DISTRICT Resolution No. 2022 - 08XX

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:

<u>Section 1.</u> 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 11th day of August, 2022.

RESOLUTION – EXHIBIT "A"

Broward County

File No: 18907

Applicant: City of Pembroke Pines, a Florida municipal corporation

Reserving Deeds: T-1017 (DB 34-259, 6/25/1924) and T-1152 (DB 43-137, 12/15/1924)

Release Value: Exempt - Government

Action: Release District canal reservations

Acres: 16.29 acres, more or less

Legal Description: A portion of Tract "A", PEMBROKE PINES CITY HALL PLAT, PB 136-

23, Section 18, Township 51 South, Range 41 East

Location: 10100 Pines Boulevard, Pembroke Pines, Broward County

MEMORANDUM

TO: Governing Board Members

FROM: Lawrence Glenn, Water Resources Division

DATE: August 11, 2022

SUBJECT: Contract with Florida Atlantic University for the Management of Riverwoods

Field Laboratory, Highlands County

Agenda Item Background:

The Kissimmee River Restoration Project is a 50/50 cost share between the federal government (United States Army Corps of Engineers) and the District. As part of this cost share agreement, the District is charged with assessing physical, chemical, biological, and functional responses within the restored river/floodplain to evaluate project success. The District currently has contracted with Florida Atlantic University (FAU) to manage the Riverwoods Field Laboratory as a base for field operations for District scientists evaluating ecosystem response, due to the remote location of the project and distance from District headquarters. This contract also provides two scientific staff to support evaluation of ecosystem response. The proposed three-year contract is to continue FAU providing two scientific staff and site maintenance/security for the 15-acre Riverwoods site in an amount not-to-exceed \$1,017,168 subject to Governing Board approval of future years budgets. Costs for this contract, both expended and proposed, are creditable and included in the District's total project cost estimate for Kissimmee River Restoration.

Core Mission and Strategic Priorities: Additional Item Background:

Riverwoods Field Laboratory is located in Cornwell, Florida on a reach of the Kissimmee River. The District has held four previous multi-year contracts with FAU to manage the Riverwoods Field Laboratory. Section 287.057, Florida Statutes, and District Policy provide exempting this agreement from competitive solicitation based on Section 155-6 #17 that state "services from universities and colleges, including community colleges, for research, studies, or training, unless more than one institution can provide comparable products or services". Contracting these services through FAU rather than from a private sector firm provides the District with a substantial savings of over the three-year contract life.

Core Mission and Strategic Priorities:

This action supports the mission element, "to safeguard and restore South Florida's water resources and ecosystems". This continued level of support will allow complete evaluation and documentation of changing ecological conditions in the Kissimmee River and floodplain as the system continues to respond to completion of project construction in 2020.

Funding Source:

Ad Valorem funds subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and future years budgets.

Staff Contact and/or Presenter:

Steve Bousquin, sbousqu@sfwmd.gov, 561-682-2719

ATTACHMENTS:

Resolution No. 2022-0802

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District authorizing entering into a three-year contract with Florida Atlantic University for site maintenance, outreach and scientific support of the Riverwoods Field Laboratory as part of the Kissimmee River Restoration project; in the amount of \$1,017,168 for which \$339,056 in Ad Valorem funds are subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004634)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate, and **i**n the public interest to enter this contract with Florida Atlantic University; and

WHEREAS, Kissimmee River Restoration (KRR) is an authorized project and costshared equally between the US Army Corps of Engineers and the non-federal sponsor, SFWMD: and

WHEREAS, SFWMD is responsible for conducting the Kissimmee River Restoration Evaluation Program (a component of KRR), is a structured program designed to evaluate ecosystem response to restoration and determine the progress made toward reestablishing ecological integrity to the Kissimmee River and its floodplain; and

WHEREAS, all activities and associated costs conducted under this Agreement are creditable to the KRR project.

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

The Governing Board of the South Florida Water Management District hereby authorizes entering into a three-year contract with Florida Atlantic University for site maintenance, outreach and scientific support of the Riverwoods Field Laboratory as part of the Kissimmee River Restoration project; in the amount of \$1,017,168 for which \$339,056 in Ad Valorem funds are subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and future years budgets. (Contract No. 4600004634)

Section 2. This Resolution shall take effect October 1, 2022.

PASSED and **ADOPTED** this 11th day of August, 2022.

MEMORANDUM

TO: Governing Board Members

FROM: Sean Cooley, Office of Communications & Public Engagement

DATE: August 11, 2022

SUBJECT: Cost Share Agreement with the Village of Palmetto Bay, Survey of the C-100A

Canal, Miami-Dade County

Agenda Item Background:

Staff seeks approval to enter into a one-year cost share agreement with the Village of Palmetto Bay in an amount not-to-exceed \$150,316.37 for the survey of the C-100 A canal from Coral Reef Park to 168th Street within the Village of Palmetto Bay. The survey project objectives are to obtain and map surface and canal existing conditions supporting maintenance, canal conveyance and engineering analysis.

Core Mission and Strategic Priorities:

Obtain a current Boundary and Topographic Survey (land and canal) of existing conditions, surface features, apparent physical use along the canal corridor. The Survey shall also include new aerial imagery, LiDAR, and canal Bathymetric data sets.

Consultant shall provide a Boundary, Topographic and Hydrographic survey in accordance with Florida Standards of Practice (SOP) and District requirements.

All surveying services shall be performed under the direction of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with Chapter 472, Florida Statutes, and 5J of the Florida Administrative Code.

This item is aligned with the District's flood control mission and will serve to identify any conveyance issues that might hinder conveyance in the C-100 A canal. The Village of Palmetto Bay, being the owner of an adjacent property, Coral Reef Park, requested this partnership with the District to properly identify property lines and assess canal bank stability in the C-100 A canal that provides flood control for the municipality of Palmetto Bay and adjoining residential areas.

Funding Source:

Staff Contact and/or Presenter:

Armando Vilaboy, avilaboy@sfwmd.gov, 305-513-3420 ext. 7249 or 305-336-0711

ATTACHMENTS:

Resolution No. 2022-0803

Agreement

Statement of Work

Project Estimate Spreadsheet

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District (DISTRICT) to authorize entering into a cost share agreement with The Village of Palmetto Bay (VILLAGE) for the purpose of financial assistance to conduct a canal bank survey for which \$150,316.37 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and future years budgets; providing an effective date. (Contract No. 460004516)

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the VILLAGE to conduct a boundary, hydrographic, and topographic survey on canals; and

WHEREAS, this portion of the canal banks are eroded, and surveys are needed to identify whether bank stabilization is needed to maintain current level of service; and

WHEREAS, the VILLAGE warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this Agreement; and

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

- The Governing Board of the South Florida Water Management District hereby authorizes entering into an agreement with The Village of Palmetto Bay for the purpose of financial assistance to conduct a canal bank survey for which \$150,316.37 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and future years budgets. (Contract No. 4600004516)
- Section 2. The DISTRICT and the VILLAGE agree to contribute funds as set forth in the agreement attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for canal surveys in The Village of Palmetto Bay.
- **Section 3.** This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 11th day of August, 2022.

Work Order: 4600004525-WO2



SOUTH FLORIDA WATER MANAGEMENT DISTRICT GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600004516

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

THE VILLAGE OF PALMETTO BAY

THIS Agreement is entered into as of ______ by and between the South Florida Water Management District (DISTRICT) and The Village of Palmetto Bay (VILLAGE).

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the VILLAGE to conduct a boundary, hydrographic, and topographic survey on canals; and

WHEREAS, this portion of the canal banks are aesthetically eroded, and surveys are needed to guide bank improvements; and

WHEREAS, the VILLAGE warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. The DISTRICT agrees to contribute funds and the VILLAGE agrees to contribute funds set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for canal surveys in The Village of Palmetto Bay.
- 2. The period of performance of this Agreement shall commence on the date of execution of this Agreement and shall continue for a period of one (1) year.

- 3. After reimbursement, the total DISTRICT and the total VILLAGE contribution shall not exceed the amount of one-hundred fifty thousand and three hundred sixteen dollars and thirty-seven cents (\$150,316.37). The VILLAGE shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "A", which is attached hereto and made a part of this Agreement. The VILLAGE's payment is a reimbursement of actual expenditures and therefore is subject to adequate documentation to support actual expenditures in accordance with Exhibit "A". Absence of proper documentation may result in non-payment or audit and return of prior payments. In no event shall the VILLAGE be liable for any contribution hereunder in excess of \$150,316.37.
- The DISTRICT will provide written correspondence to the VILLAGE upon satisfactory 4. completion of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "A", which is attached hereto and made a part of this Agreement. The VILLAGE shall make payment to the DISTRICT upon receipt of such correspondence. The VILLAGE's contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed Agreement funding limitation of one hundred fifty thousand and three hundred sixteen dollars and thirty-seven cents (\$150,316.37). In no event shall the VILLAGE be liable for any contribution hereunder in excess of this amount. If the total consideration for this Agreement is subject to multiyear funding allocations, funding for each applicable fiscal year of this Agreement will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. The DISTRICT will notify the VILLAGE in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this Agreement.
- 5. The DISTRICT is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The DISTRICT agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the DISTRICT that the VILLAGE shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 6. Both the DISTRICT and the VILLAGE shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s)". Both parties' rights to deliverables received under this Agreement shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.
- 7. The VILLAGE and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or

- its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- 8. The parties to this Agreement are independent entities and are not employees or agents of the other parties. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the VILLAGE, their employees, agents, subcontractors or assigns, during or after the term of this Agreement. The parties to this Agreement shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this Agreement without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
- 9. The parties to this Agreement will not discriminate against any person on legally protected basis in any activity under this Agreement.
- 10. The VILLAGE, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the VILLAGE, upon request, as to any such laws of which it has present knowledge.
- 11. Either party may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the DISTRICT for authorized work performed through the termination date shall be returned to the VILLAGE within sixty (60) days of termination.
- 12. The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Parties assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Parties.
- 13. The VILLAGE shall maintain records and the DISTRICT shall have the inspection and audit rights below. The DISTRICT shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. <u>Maintenance of Records</u>: The VILLAGE shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this Agreement.
 - B. <u>Examination of Records</u>: The DISTRICT or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the expiration date of this Agreement.

- C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this Agreement, the VILLAGE shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.
- 14. Whenever the DISTRICT's contribution includes state or federal appropriated funds, the VILLAGE shall, in addition to the inspection and audit rights set forth in paragraph 12 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. <u>Maintenance of Records</u>: The VILLAGE shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFFA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
 - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the DISTRICT, as completed per fiscal year
 - B. Examination of Records: The DISTRICT or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the VILLAGE's financial and non-financial records to the extent necessary to monitor the VILLAGE's use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.
- 15. All notices or other communication regarding this Agreement shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District	The Village of Palmetto Bay
Attn: Armando Vilaboy, Project Manager 9001 NW 58 th Street Miami, FL 33178 Telephone No. (305) 513-3420x7249 Email: avilaboy@sfwmd.gov	Attn: Dionisio F. Torres, P. E., Director of Public Services Address: 9495 SW 180th Street Palmetto Bay, FL 33157 Telephone No. (305) 969-5086 Email: dtorres@palmettobay-fl.gov
Attn: Rachel Clark, Sr. Contract Specialist 3301 Gun Club Road West Palm Beach, FL 33406 Telephone No. (561) 681-2793 Email: rclark@sfwmd.gov	

- DISTRICT recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind VILLAGE in a contractual relationship unless they have been reduced to writing and signed by an authorized VILLAGE representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.
- 18. This Agreement may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this Agreement, if required.
- 19. This Agreement, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this Agreement will bind any of the parties to perform beyond their respective authority, nor does this Agreement alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
- 20. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement Shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 21. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver

of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 22. Any dispute arising under this Agreement which cannot be readily resolved shall be submitted jointly to the signatories of this Agreement with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
- 23. This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this Agreement.
- 24. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1-23
 - (b) Exhibit "A" Payment and Deliverable Schedule
 - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

	By:
	Drew Bartlett, Executive Director
	By:
	Candida Heater, Director Administrative Services Division
SFWMD OFFICE OF COUNSEL By:	
Date:July 25, 2022	-
SFWMD PROCUREMENT APPROVED By:	
Date: July 19, 2022	

VILLAG	E OF I	PALMETTO BAY	

By: Name of Authorized Individual

Title: Maye Manager

EXHIBIT "A"

PAYMENT AND DELIVERABLE SCHEDULE FOR PALMETTO BAY CANALS – TOPOGRAPHIC, BATHYMETRIC AND RIGHT OF WAY SURVEY

Reimbursement to the District shall be made on a fixed price basis in the fixed amounts specified below following written certification to the Village of the District's acceptance of each deliverable and upon invoicing to the Village of Palmetto Bay.

	District/Village C100A Canal Year One Cost-Share							
Task	Deliverables	Due Date	District Payment	Village Reimbursement to the District				
1	Preparations-Setup-Meetings	TBD	\$9,256.08	\$4,628.04				
2	Set (Recover) and Survey Baseline Control Set	TBD	\$10,799.48	\$5,399.74				
3	Topographic Survey and Mapping - Predetermined Parcels-Sites	TBD	\$12,033.94	\$6,016.97				
4	Boundary Survey & Set Row Monumentation	TBD	\$46,457.84	\$23,228.92				
5	Canal Cross Sections and Topo	TBD	\$21,672.06	\$10,836.03				
6	Land Cross Sections - Topo in Backyards	TBD	\$19,827.14	\$9,913.57				
7	Hydrographic Survey (Sub- Consultant)	TBD	\$106,000.00	\$53,000.00				
8	Lidar and Imagery Acquisition/Data Processing	TBD	\$57,826.39	\$28,913.20				
9	Preliminary Submittal	TBD	\$0.00	\$0.00				
10	Final Submittal (Six Months from Notice to Proceed)	TBD	\$16,759.80	\$8,379.90				
	Total Lump Sum Cost		\$300,632.73	\$150,316.37				

Exhibit "B-2" STATEMENT OF WORK WORK ORDER NO: 4600004525-WO02 PALMETTO BAY VILLAGE PORTION OF C100A CANAL BOUNDARY, HYDROGRAPHIC & TOPOGRAPHIC SURVEY PRIORITY SEGMENT NO. 1

(year one of proposed 3-year plan)

1.0 INTRODUCTION/BACKGROUND

The South Florida Water Management District (District) is working with the Palmetto Bay Village (Municipality) on certain canal jurisdictions, and maintenance along Canal 100A (Cutler Drain Canal).

This Work Orders current effort has been identified as a Priority Segment No.1, for Surveying and Mapping, supporting a proposed *Three-Year* plan to survey all the C100 canals in the Palmetto Bay Village jurisdictional limits. The Survey project objectives are to obtain and map surface and canal existing conditions supporting maintenance, canal conveyance and engineering analysis.

The C100A canal segment No.1 of this work order is located within Sections 21, 22, 26, 27 Township 55 South, Range 40 East: Miami- Dade County, Florida.

PROJECT LIMITS: EXA

Survey Limits a portion of C100A Priority Segment No.1: (North to South) 1.76 miles ±. From the intersection of the C100C and C100A Canals (north boundary of Coral Reef Park), to the overpass of SW 168th Street.

*Including sub-lateral canal (South of SW 159 Terr.) to east to County Water Quality area. (*Sub-lateral canal to east is Topographic and Hydrographic Survey only).

2.0 OBJECTIVES

Obtain a current Boundary and Topographic Survey (land and canal) of existing conditions, surface features, apparent physical use along the canal corridor. The Survey shall include new aerial imagery, LiDAR, and canal Bathymetric data sets.

Woolpert, Inc. (Consultant) shall provide a Boundary, Topographic and Hydrographic survey in accordance with Florida Standards of Practice (SOP) and SFWMD requirements as specified in the work breakdown of this statement of work.

All surveying services shall be performed under the direction of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with Chapter 472 of the Florida Statutes and 5J of the Florida Administrative Code (FAC). The Surveyor and Mapper shall be qualified in the appropriate discipline(s) and having the appropriate technical expertise. Completion of the work shall include acceptable performance and delivery of certified surveys, field survey notes, computations, and all other data and materials compiled and/or

assembled as part of this Work Order.

If the Consultant can provide the same quality of service using a different method than what is stated in these specifications, it the consultant's

responsibility to discuss this alternate method with the District prior to execution.

Any changes to the prescribed methodologies delineated in this statement of work may not be implemented unless or until prior written permission is received from the District subject to a determination by the District that the change in methodology will not compromise the quality of service.

The Consultant shall utilize a minimum of 25% (or more as determined by the District) small business enterprise (SBE) percentage requirement as part of this work order.

Public notifications may be required. Consultant shall not proceed with execution of this work order without prior authorization and copy of applicable public notifications.

The Consultant may be required to attend public forum meetings.

Consultant or sub-consultant shall NOT enter private lands without first making attempts to contact the owner AND/OR place provided notice "door hanger" on owner's door or gate. Failure to adhere to these requirements can alter future work assignments with the District.

3.0 SCOPE OF WORK

The Consultant shall provide a new Boundary, Topographic, Hydrographic (multi-beam), Photogrammetry and LiDAR Survey of a portion of the C-100A (Exhibit A) Canal Village of Palmetto Bay/Miami Dade County (Approximately 1.76 miles).

The District will:

- 1. Provide a drawing showing the approximate survey limits of the site (Exhibit "A").
- 2. Provide copies of existing/relevant surveys/maps.
- 3. Obtain a list of all property owners adjacent to the canal.
- 4. Prepare and mail a letter to the owners outlining the surveying task.

4.0 WORK BREAKDOWN STRUCTURE

Project Datums:

All Horizontal data shall be collected in and based on the North American Datum of 1983, 2011 adjustment (NAD 83/11) or higher. Horizontal coordinate control shall be established from existing National Geodetic Survey (NGS) 2nd Order control or higher in the area by using GPS, RTK GPS or OPUS derived solutions. All measurements in accordance with the United States standard survey foot. Horizontal control marks will be set for the survey, Benchmark monuments can be used.

All Vertical control shall start and end on NGS Second Order or higher vertical control monument using NGS digital leveling procedures, methods, and closures.

Conventional Vertical Control

The Consultant shall use a minimum of two (2) different NGS benchmarks that are a minimum

of one-half mile apart.

The level run must vertically close to 0.03 feet √miles (0.03 feet times the square root of the distance in miles). If the monuments do not meet this closure requirement the Consultant must use another NGS monument until the two monuments used in the level run close.

All level runs shall be a double run (forward and back) or a level loop (no spur lines).

GPS vertical verification

The Consultant may use GPS to verify the NGS values. The relative elevation difference between the NGS monuments shall be less than 0.05 of a foot. The Consultant shall occupy the monuments multiple times to verify the elevation. If the monuments do not meet this closure requirement the Consultant must use another NGS monument until the two monuments used in the level run close.

Standard Requirements:

- 1) All field work shall be put in a surveyor's field book(s) and/or collected electronically with a digital level.
- 2) The Consultant shall establish State Plane Coordinates, including latitude and longitude, on all found or set control points used for this project.
- 3) All data collected electronically shall be stored and delivered in native format.
- 4) All final reports for adjusted data shall be delivered to the District.
- 5) All final Surveyor's and Photogrammetrist reports shall be delivered to the District.
- 6) The Consultant shall complete the District's Benchmark Form for each control monument set.
- 7) The Consultant shall complete a minimum **6-hour OPUS** solution observation and reporting for any new Benchmarks set and/or on pre-identified existing District Benchmarks.
- 8) *The "purpose" of this task is in relationship to the District's Vertical Datum Initiatives recording (non-recorded/blue booked) benchmarks in the NGS data base for the future federal datum conversions.
- 9) All control utilized for this project shall appear on the survey or in the report.
- 10) The Consultant shall report to NGS, through the online reporting system http://www.ngs.noaa.gov/cgi-bin/recvy entry www.prl, the status "recovery report" of all NGS marks looked for or used for this project and include recovery reports with deliverables.

The Consultant shall Include a Surveyor's Note on the cover sheet AND in the bottom right hand corner of each plan and cross-section sheet, or detail sheet, with the conversion factor to NGVD29 based on U.S. Army Corps of Engineers Corpscon 6.0.1.

The following tasks are in priority order. Each task will have a separate schedule and deadline.

Task 1 KICK-OFF, FILED, PUBLIC MEETINGS STATUS REPORTS

The Consultant shall setup a pre-proposal teleconference meeting with the appropriate District personnel to answer any questions.

- The District's Survey Project Manager(s) are Michael O'Brien mobrien@sfwmd.gov
 and Greg Toolan gtoolan@sfwmd.gov
- SFWMD Executive Office Liaison, Armando Vilaboy, avilaboyu@sfwmd.gov
- The Engineering Construction, Project Manager for contracting and reporting is Matthew Alexander, malexand@sfwmd.gov.
- This pre-proposal meeting shall take place as soon as possible and shall include representatives of sub-consultants as well.
- All PMs shall be included in any correspondence and reporting.

Bi-weekly Status Reports

Consultant shall provide Bi-Weekly status reports (District PDF Template) for the project via email to listed project managers.

The Status report shall list, identify % complete of each TASK 1-10

The status reports shall not constitute a deliverable for partial payment.

District Field Staff Meeting:

Pre-project on-site meet with District staff, site visit to observe areas of concern and local knowledge = 8hrs.

Public Meeting:

One on-site public or agency meeting = 6 hrs.

TASK 2: AERIAL IMAGERY/LIDAR.

General:

Prior to starting the work, the Consultant shall prepare an exhibit and a google earth kmz file of the survey limits for District review. The kmz shall be approved by the District's Survey Project Managers for this work order.

The LiDAR and imagery shall be acquired simultaneously using an approved aerial LiDAR and metric camera.

Regardless of the conditions at the time the Aerial Imagery/LiDAR data is captured the responsibility to fly or not fly rest solely with the consultant.

Aerial Imagery:

The Consultant shall produce new high-resolution distortion-free aerial photogrammetry that will produce a clear and sharp image for the scale of the boundary survey. The photography shall be collected along the project corridor. **The resolution shall be 3-inches or better.**

All aerial photography shall be captured in the absence of haze, smoke, or dust. Clouds shall be absent and shadows from man-made objects shall be kept to a minimum. To this end, all aerial photogrammetric project work shall be accomplished under the supervision of a Photogrammetrist licensed by the State of Florida as a Professional Surveyor and mapper pursuant to Chapter 472, Florida Statutes and Certified by the American Society for Photogrammetry and Remote Sensing. The Photogrammetrist

shall make maximum utilization of his professional experience to select the technique or method conducive to superior results.

If <u>Unmanned Aerial Systems</u> (UAS) systems are utilized the Consultant shall adhere to all applicable FAA Rules, Florida Statutes and safety protocols pertaining to Drone/UAS operations is the sole responsibly and Liability of the Consultant and the District is held harmless for such operations. If used the Consultant shall place a note on each of the sheets within the drawing set, surveyor's report, and the metadata file that states "Aerial Imagery displayed on this survey was acquired utilizing Unmanned Aerial System (UAS) platforms or methods. Imagery was acquired under contract with S.F.W.M.D. on dd-mon-yr. by Consultants firm. Resulting imagery products are specifically for informational or mapping purposes, not intended to and/or shall not be used for Regulatory Purposes."

*It is the consultant's responsibility to assure all applicable FAA, Florida Statues or local ordinances are reviewed and adhered to.

*Pilots shall be FAA107 certified and certification filed in District records.

LiDAR:

The Consultant shall provide a minimum 500-foot-wide strip (250' on canal centerline) of LiDAR along the project corridor.

The LiDAR data shall provide a minimum of **30 points per square meter** (with overlap). The Consultant shall provide National Standards for Spatial Data Accuracy (NSSDA) analysis accuracy, flight line layout and swath layout. In addition to the above requirement and additional data from the FEMA standards for LiDAR. The above data shall be done under the direct supervision of a Florida Licensed Surveyor and Mapper that is a certified Photogrammetrist.

The LiDAR and imagery shall be acquired within 10 days of each other using an approved aerial LiDAR sensor and metric camera.

The LiDAR data shall meet or exceed the highest published standards.

The Consultant shall insure that there are **NO** data voids **greater than 15 linear feet** between the Hydrographic Survey and the LiDAR data.

Any voids measuring over 10,000 square feet that exist within the lidar data limits shall be delineated with a polygon to be provided to the District.

The Consultant shall provide one LiDAR deliverables for this task.

TASK 3: HYDROGRAPHIC SURVEY

The Consultant shall complete project planning, scheduling and implementation of the hydrographic survey utilizing a multi-beam unit collecting data from water's edge to water's edge all canals as shown in Exhibit "A". The project corridor is 1.76 miles +/- in

length.

The survey shall include sufficient overlap of the multibeam passes and shall take an adequate number of independent verification shots to prove the data is acceptable. The Consultant shall establish and record the water surface elevation at the beginning and end of every hydrographic run (in NAVD88) and show it on the survey. The Consultant shall use NGS Benchmarks (or District approved) to establish the water surface elevation and conduct the hydrographic survey.

The Consultant shall insure that there are **NO** data voids **greater than 15 linear feet** between the Hydrographic Survey and the LiDAR data.

Any voids measuring over 10,000 square feet that exist within the lidar data limits shall be delineated with a polygon to be provided to the District.

Before working near any District structure, the Consultant shall get permission to from the District.

The Consultant shall complete project planning, scheduling and implementation of the hydrographic survey utilizing a multi-beam unit collecting data from water's edge to water's edge all canals as shown in Exhibit "A". The project corridor is +/- 1.76 miles in length.

The survey shall include sufficient overlap of the multibeam passes and shall take an adequate number of independent verification shots to prove the data is acceptable.

The Consultant shall establish and record the water surface elevation at the beginning and end of every hydrographic run (in NAVD88) and show it on the survey.

The Consultant shall use NGS Benchmarks (or District approved) to establish the water surface elevation and conduct the hydrographic survey.

The consultant shall utilize a 30° wedge to maximize the data collected within the void areas and up to the water's edge.

The consultant shall use a high accuracy inertial measurement unit for correction position, heading, heave, pitch, roll and sound velocity.

Patch tests shall be performed prior to any multibeam data collection.

The Consultant shall insure that there are NO data voids between the Hydrographic Survey and the LiDAR data.

Before working near any District structure, the Consultant shall get permission to from the District.

TASK 4: AUTOCAD XML FILE

The Consultant shall combine Task 2 (the hydrographic data), Task 3 (the LiDAR Data), Task 4 the ground truthing points into one (1) AutoCAD surface (xml file) of the topographic data collected on this project.

The Consultant shall insure that there are **NO** data voids **greater than 15 linear feet** between the Hydrographic Survey and the LiDAR data.

Any voids measuring over 10,000 square feet that exist within the lidar data limits shall be delineated with a polygon to be provided to the District.

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TASK 5: PREPARE DIGITAL TERRAIN MODEL (DTM)

Generate sufficient Break-Lines to determine project grade breaks, top of banks, toe-slopes by merging all data associated with the project as detailed in Task 2 and Task 3 above.

The Consultant shall prepare a DTM Model (point-files) of the entire projects Land and Bathymetric surface.

Model Surface is to be one seamless above/below water lines with associated point files.

The Consultant shall create a break line between the hydrographic survey data and the LiDAR data collected.

The Consultant shall create a break line for the top of bank on both sides of the borrow canal.

The Consultant shall provide a points file of all the data collected.

The Consultant shall provide a metadata file. Along with the standard explanations the Consultant shall explain how the topographic and hydrographic data was merged, how break lines were created.

The Consultant shall insure that there are **NO** data voids **greater than 15 linear feet** between the Hydrographic Survey and the LiDAR data.

Any voids measuring over 10,000 square feet that exist within the lidar data limits shall be delineated with a polygon to be provided to the District.

Conflation or merging of the aerial Lidar and Hydrological data will be accomplished as follows:

- Aerial LiDAR data will be ground classified to create a cleaned subset of "ground" points.
- 2. All other collected data (e.g. low & high vegetation) will be removed from the dataset.
- 3. Hydrologic data provided in X, Y, Z format and combined with the cleaned "ground" extracted from the full lidar dataset.
- 4. Break lines will be collected along the canals at the toes and tops of slope as well as along any "key features" such as rip-rap or other "hard surfaces" that may affect water flow through the canal corridor. These break lines shall be continuous. The Consultant shall insure that the break lines are in affect

- through the entire data set.
- 5. Hydrologic data will be imported, and a model key point classification will be run on the combined data set to reduce the file size.
- 6. Decimation of ground points will maintain a minimum of 8 points per meter to support typical USGS QL1 deliverables.
- 7. Full lidar ground point densities will be maintained along all "key features" such as rip-rap or other "hard surfaces" that may affect water flow through the canal corridor.
- 8. Model key points and break lines will be imported into C3D and used to create a final combined surface.

Deliverables for this task

- One (1) AutoCAD DTM file containing the combined surface data.
- One (1) AutoCAD XML file containing the combined surface data and associated break lines
- One (1) Shape File of any/all voids within the lidar data that are over 10,000 square feet
- TIF Raster of combined DEM Surface at 1-foot resolution.
- Tiled Lidar Data of ground points combined with hydrographic data in LAS1.4 format.
- Tiled Lidar Data of all points in LAS1.4 format.
- Tiles will be contiguous and non-overlapping and will be suitable for creating a seamless image mosaic that includes no data void cells or gaps.
- 5000 foot x 5000 foot Tile index can be found here: https://floridarevenue.com/property/Pages/Cofficial GIS.aspx
- o The consultant will further break down the tile index into one-quarter tiles
- Tile naming convention is as follows:

YYYY NNNNNNQQ.LAS

Where:

YYYY = Ending year of the flying season that typically ends in March.

NNNNNNQQ = Appropriate tile (cell) index number values from project tiling index provided to include the quadrant designation as a suffix.

Example: Orthoimage tile that was acquired during the 2018-2019 flying season.

2019 200001NE.tif

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TASK 6: BOUNDARY SURVEY (Update of 2014 Survey)

Prepare an updated Boundary Survey (one set/product Boundary and Topographic survey).

1) C100A Segment No. 1:

Portion of C100A: From the intersection of the C100C and C100A Canals (north boundary of Coral Park), to/through overpass of SW 168th Street.

Incorporate/update existing Woolpert 2014 Right-of-Way Survey and Baseline:

The Consultant shall utilize/incorporate the C100A 2014 Woolpert Boundary/Right-of-Way Survey for the Canal Boundary/Right-of-Way line positioning and reference to said product on the cover and applicable plan sheets of the survey.

Update Boundary/Easement/R/W Real Estate Interest information.

Update Boundary/Easement/R/W Monumentation

Update Surface and apparent physical use, improvements (apparent physical use within 5' of boundary/easement lines).

Boundary Survey Standards:

If the Consultant requires additional research of records to identify with reasonable certainty, the location of the record boundaries, conflicting record and ownership boundary locations within, abutting, or affecting the property or access to same, the consultant shall request information from the District.

The title instruments that are the basis of the Boundary/Right-of-Way interest shall be noted on separate document key sheets. The location of the lines shall be clearly shown and delineated per instrument of record, on the Survey. This information will be displayed in similar fashion as the 2014 survey by Woolpert as mentioned above.

Establish and monument the C110A right of way at every change in direction, and/or 500 feet intervals maximum, at the intersections of section lines, and other right of ways. Set poured in place concrete monuments at changes in direction and iron rods and cap at 500 feet, when applicable. The concrete monumentation shall consist of a I" to 1-W' iron pipe with poured in place concrete collar or pre-cast 4" x 4" concrete monument, 30" in length minimum. The top of the monument shall be buried ± 0.5 ft below the ground surface. The monuments set along the boundary of the right of way shall have a SFWMD aluminum cap (supplied by District) stamped C100A R/W with applicable year. *The Consultant will also stamp its LB number to all monuments set*.

A carsonite stake (supplied by Contractor) shall be set by each monument. The Consultant shall clearly write with permanent ink the distance and direction to the monument on the carsonite posts.

Establish State Plane Coordinates, and latitude and longitude, on all boundary monumentation, found and/or set control points.

Certified Corner Records (CCR) & National Geodetic Monuments Reporting Complete Certified Corner Records for all found or set sectional breakdown corners, and file with DEP. The Consultant shall report to NGS through the online reporting system the status of all marks used. The deliverables are copies of the Certified Corner Records submitted to the State and the online reporting of any NGS monument used on this project.

Improvements

 Locate and tie all improvements within the right of way and canal maintenance easement and 10 feet outside. These include, but are not limited to: buildings, water control structures, gates, fences, rock rip rap, washouts, roads and/or driveways, overhead lines, utilities, swales, ditches, vehicle or pedestrian bridges, or utility overhead crossings (including material, dimensions, low member elevation, number of pilings, type of embankment under bridge, etc.), culverts (including material, size, inverts, and dimensions), signs or mailboxes etc.

- Determine (label plat name book/page) the subdivisions adjacent to the C100A right of way.
- Determine the top of bank and ties to the right of way monuments.
- Determine the low wire clearance on all crossing overhead utilities.
- Locate all trees greater than 4-inch diameter, tree and/or vegetation outlines within the right of way.
- An independent tree table sheet shall be provided with tree ID, type, approximate size. Delineate and <u>map obvious or apparent areas of encroachments and/or "apparent physical use"</u> by others (i.e., private landscaping, use, occupation maintenance etc.). If there are development walls or other distinct occupation along the right of way line (including landscape hedges, etc.), locations on the outside of the wall is not required.

TASK 7: SET TWO VERTICAL CONTROL (BENCHMARKS)

Deriving from NGS or approved published Benchmarks the Consultant shall set two new vertical control monuments with a minimum 6-hr. OPUS observation and supporting report.

Benchmarks shall be constructed of a minimum of 3ft iron-pipe with a poured-in-place concrete collar with supplied SFWMD Disc. stamped C100 A (1), (2) etc.

Note: Substitute surface location in a substantial concreate feature is allowed, as preapproved by the District PMs

Location of two new Benchmarks:

- 1) North end project @ Coral Reef Park
- 2) Mid-Project @ Westerly projection of the SW 159 Terr. Right-of-Way (east bank C100A canal)

SFWMD and OPUS Benchmark Description Reporting

Complete the 2021 version SFWMD Survey benchmark description form for all set and/or found Vertical Control (Benchmarks) monumentation that are set by Third Order or better field observation procedures.

OPUS Observations:

Complete NGS 6-HR OPUS Observations on each Benchmark submit NGS report and copy in submittals.

Obtain/provide georeferenced photographs of BMs for report inclusions and submittals.

TASK 8: TOPOGRAPHIC SURVEY

Establish Elevations

All values on the final survey drawings shall be shown in 83/2011 North American Vertical Datum of 1988 (NAVD 88) values and provide the conversion factor to National Geodetic Vertical Datum 29 (NGVD29) as part of the Surveyor's Notes. Establish elevations (NAVD 88) and locate all improvements and significant grade changes found within the topographic survey limits as shown on (Exhibit "A"). Spot

elevations in front of side culverts discharge.

Cross Sections

Establish canal cross sections at <u>500 feet intervals maximum</u> at straight ways and at 50 feet intervals for 100 feet on either side of the face of bridges or structures, at bends in the canal and at locations where the typical width of the canal changes, as specified in Exhibit A. The total estimated cross sections are ±104. Elevations shall be collected at all grade changes, all significant features, the canal **above and below water** shelf and at 5-foot intervals in the canal and 10-foot intervals outside of the canal. The cross sections shall extend from the up to 10 feet outside the right of way/canal maintenance easement (see Exhibit A for details). Water cross sections will be collected using the side scan during Task 13 when possible. Some cross sections are expected to require manual probes, and various cross sections will be checked using single beam to validate the results of the side scan profile.

Centerline Profile

Perform a canal centerline profile (NAVD 88) along the limits of the project as indicated in Exhibit A. Elevations shall be collected at all grade changes, depressions, rises, etc. and at a maximum of 25 feet intervals.

Side Slopes Erosion

Determine the canal side slopes' erosion and undercutting locations and extend by using side scanning methods and probing if necessary.

Identifying/mapping (hatched areas) areas of visible or significant canal embankment erosion or shelf "caving". (Provided independent sheet(s) if necessary)

TASK 9: PREPARE SURVEY DRAWING/MAP SET

(one set/product Boundary and Topographic survey). Prepare survey drawing to include, but not limited to the following:

- 1. A cover sheet (supplied by District) with location sketch, image of project site, surveyor's notes, legend and ce1ification.
- 2. An overall key sheet of the legal descriptions used to determine the boundary; color coded by each spell out description.
- 3. An overall key sheet with aerial image depicting the survey location with set and/or found control points (show PID), the set control points, and traverse points. All labeled with found or set, state plane coordinates and latitude and longitude (NAD83), elevation (NAVD88). Scale it appropriately to show all control points, section corners (show CCR number), and traverse points used.
- 4. Plan sheets showing the boundary survey with image, boundary line improvements, subdivisions adjacent to the right of way, top of bank with ties to the right of way, topographic features of C-100A, the centerline/baseline stations, control points, carsonite post distance and direction from monuments, traverse points all labeled with state plane coordinates and latitude and longitude (NAD83), labeled control points and traverse points with elevations in NAVD88 values; the dimensioned right of way, cross section locations and erosion extent

- and undercuts location. The drawing scale shall be I'' = 50' or as agreed with the District prior to commencing project.
- 5. Profile sheet(s) showing canal centerline elevations at 25' intervals (NAVD88) and the alignment with US Army Corps of Engineers centerline/baseline stations along C- 100A, cross section locations with spot elevations 5' intervals in the canal and 10' interval in the overbank. The drawing scale shall be I"= 50'.
- 6. Cross section sheets showing all grade brakes, water surface elevation, top of bank, and all other significant features including the design section if supplied. The drawing scale shall be I" = 50' horizontal and I" = 10' vertical. Show bridge configuration on the cross sections of the bridges/structures face (downstream side view).
- 7. An independent sheet(s) identifying/mapping (hatched areas) area of visible or significant canal embankment erosion or shelf "caving".
- 8. An independent tree table shall be sheet be provided with tree ID, type, approximate size.
- 9. Show details or detail sheets if necessary, for clarity.

TASK 10: PRELIMINARY SUBMITTAL

Submit BI-Weekly email status reports to all PMs listed in TASK 1

Preliminary submittal shall be a +/- 90% product.

Provide electronic (Bookmarked) of the preliminary survey for District review and approval prior to submittal of final deliverables.

Provide one (1) signed and dated SFWMD Checklist.

Provide one (1) field notes, (2) benchmark description sheets, (3) e-Transmit AutoCAD file and any necessary electronic files to substantiate the survey results.

Submittals due prior to project deadline, see EXD Payment and Delivery Schedule.

5.0 PERFORMANCE

The Consultant's performance for this work order will be evaluated at the following frequencies:

- 1. Interim
- 2. Final
- 3. Additional evaluations as determined by the Project Manager

A Running Average Score 3.0 is required to maintain active contract status.

6.1 FINAL DELIVERABLES

Submittals due prior to project deadline, see EXD Payment and Delivery Schedule.

- 1. Four (4) signed and sealed paper copies of the survey drawing.
- 2. Two (2) Hard Drives containing the following:
 - A full project eTransmit drawings file in AutoCAD (Civil 3D) Version 2010 or later.

(v1-06.03.22)

- The drawing in PDF (bookmarked) format.
- Scanned images of field notes.
- Any other digital files associated with the survey.
- Scanned images of all paper copies of information associated with the survey.
- District benchmarks (2) description sheets for each set vertical (benchmark) control point as entered. (not to include canal control set using RTK).
- District benchmarks (2) OPUS Solution vertical (benchmark) control point reports as entered into NGS database. (not to include canal control set using RTK).
- Certified corner records as submitted to FDEP.
- ESRI shapefile of the right of way.
- Applicable ASCII X, Y,Z text file of the bathymetry data.
- Applicable XML files of all points and surfaces.

(left blank intentionally)

EXHIBIT "A" PROJECT LIMITS



EXHIBIT "C-1" PAYMENT AND DELIVERABLES SCHEDULE

Payment shall be made on a fixed price basis in the fixed amounts specified below for each deliverable following receipt and acceptance by the District in accordance with Article 3 of Exhibit "A" of the Contract's General Terms and Conditions. All invoices shall be substantiated by adequate supporting documentation for hours and expenses incurred in accordance with Article 3 of Exhibit "A".

TASK	DESCRIPTION	DUE DATE	AMOUNT DUE
NA	BI-WEEKLY STATUS REPORTS TO SFWMD	BI-WEEKLY VIA EMAIL	NA
TASK 1	KICK-OFF PREPARATIONS-SETUP-MEETINGS	AS NEEDED	\$9,256.08
TASK 2	SET (RECOVER) AND SURVEY BASELINE CONTROL	9/31/2022	\$10,799.48
TASK 3	TOPOGRAPHIC SURVEY AND MAPPING - PREDETERMINED PARCELS-SITES.	9/31/2022	\$12,033.94
TASK 4	BOUNDARY SURVEY & SET ROW MONUMENTATION	11/16/2022	\$46,457.84
TASK 5	CANAL CROSS SECTIONS AND TOPO	12/15/2022	\$21,672.06
TASK 6	LAND CROSS SECTIONS -TOPO IN BACKYARDS	12/15/2022	\$19,827.14
TASK 7	HYDROGRAPHIC SURVEY (Sub-Consultant)	01/25/2023 (weather conditions apply)	\$106,000.00
TASK 8	LIDAR AND IMAGERY ACQUISITION/DATA PROCESSING	01/25/2023 (weather conditions apply)	\$57,826.39
TASK 9 PRELIMINARY SUBMITTALS	PRELIMINARY SUBMITTAL	20 BUSINESS DAYS PRIOR TO FINAL SUBMITTAL	NA
TASK 10 FINAL SUBMITTALS	FINAL SUBMITTAL	SIX-MONTHS FROM NOTICE TO PROCEED WORK ORDER	\$16,759.80
	TOTAL	L WORK AMOUNT	\$300,632.73

Project SFWMS (Palmetto Bay Canals - Year 1)

Bay Canals - Year 1) Date: 02-02-2022				,	Woolpert, Inc.									v	Vhidden Surveyir	ng & Mapping, I	nc.				1
	Chief Surveyor	Lead Surveyor,	CAD Technician	Survey Technician	GIS/RS Technician	2-Man Field Crew	3-Man Field Crew	4-Man Field Crew	1 Person Survey Tech	Clerical	Chief Surveyor	Lead Surveyor	CAD Technician	Survey Technician	GIS/RS Technician	2-Man Field Crew	3-Man Field Crew	Hydrographic Crew	Multibeam Survey	Clerical	Labor Cost
		PSM Proj Mgr \$ 186.98		Office \$ 84.19				\$ 243.80	Field		\$ 195.50	\$ 186.98		S 84 19			\$ 220.49		System S 54.62		
Phase I. Preparations & Setup Prep for project, kick off meeiting, review with																					\$ 9,256.08
staff, build plan, organize existing data		8		2				2													\$ 2,151.82
Review source documents, search for NGS		4		6				24													\$ 7,104.26
control, section corners, etc.																					. ,
Phase II. Set (recover) and Survey Baseline Control																					\$ 10,799.48
Sight reconnaissance and recovering and surveying control along canal.		2		8				40													\$ 10,799.48
Task III Topographic Survey and Mapping - predetermined parcels-sites.																					\$ - \$ 12,033.94
Site recon and setting control pairs along canal.		2		8																	\$ 10,799.48
RTK or OPUS. Control processing, finalize coordinate values.		2		6				40													S 879.10
SFWMD Benchmark Description Reporting		1		2																	\$ 355.36
Phase III: Boundary Survey																					\$ 34,617.08
CAD in ROW documents, Sections, Plats,																					
Easements, Parcel Deeds		4		24																	\$ 2,768.48
Template report, maps, exhibits Survey (recover) Plat PCP's, property corners		1		16																	\$ 1,534.02
along face of street, and set control as necessary		2		24				40													\$ 12,146.52
Survey ROW control, back property corners		2		10				40													\$ 10,967.86
Analysis of survey results, search for additional information, CAD update, finalize boundary		24		24																	\$ 6,508.08
Complete and File Certified Corner Records		1		6																	\$ 692.12
Phase IV: Cross Sections and Topo																					6 04 670 06
Water cross sections (Hydrographic Crew)																					\$ 21,672.06 \$ -
Topo from edge of water to fence line @ 1000'		4		24																	\$ 14,470.88
per day (3-man crews)				50				48													
CAD for Cross Sections Profiles and Topo		16		50																	\$ 7,201.18
																					\$ 19,827.14
Phase V: Cross Sections and Topo in Backyards First Pass: Topo and extend Xsections into yards																					
(approx 90 parcels)		2		10				48													\$ 12,918.26
Second Pass: Assume 40% were not accessible		1		2																	\$ 2,793,36
(36 parcels) CAD for Cross Sections and Topo		4		40				10													\$ 4,115.52
																					\$ -
Phase VI: Set ROW Monumentation Monumentation set or recovery (one conc. mon.																					\$ 11,840.76
every change in direction (120), rebar and cap elsewhere as necessary		6		8				32													\$ 9,597.00
Biweekly status reports to SFWMD		12																			\$ 2,243.76
Lides and Impages Association (Lump Com)															ı						\$ 15,000.00
Lidar and Imagery Acquisition (Lump Sum) Imagery Sensor, airplane, pilot, operator and																					\$ 7,200.00
mobilization fees						ļ															. ,
Lidar Sensor, airplane, Imagery Sensor, pilot, operator and mobilization fees																					\$ 7,800.00
Lidar Data Processing																					\$ 31,753.39
Lidar data processing and deliverables	8	4		76					1									1			\$ 8,710.36
preparation Final DEM, XML and 3D mesh creation	12	40		157																	\$ 23,043.03
Aerotriangulation	4				24																\$ - \$ 3,128.00
	4				40																\$ - \$ 4,692.00
Orthophoto Production	4				40																\$ 4,692.00 \$ -
Hvdrographic Survey (Whidden)											20	56		147.9962			25	302	248.89		\$ 106,000.00
Includes Woolpert Coordination of sub- consultant																					s -
																					s -
Survey Control Imagery		2		2		8															\$ 1,626.50
Survey Control - Lidar		2		2		8															\$ 1,626.50
	40																				\$ -
Final Deliverables including Surveyors report	40	28		44																	\$ 16,759.80 \$
Sub coord, invoicing, scheduling, staff mgmt.																					\$ -
TOTAL HOURS	68	174	0	551	64	16	0	224	0	0	20	EG.	0	148	0	0	26	202			\$ -
TOTAL HOURS	68	1/4	U	551	64	16	U	324	U	U	20	56	U	148	U	U	25	302		U	\$ 300,632.73

			H	
TASK	PROJECT SCOPE-OUTL	NE	DISTRICT COST SHARE 50%	VILLAGE COST SHARE 50%
1	PREPARATIONS-SETUP-MEETINGS	\$9,256.08	\$4,628.04	\$4,628.04
2	SET (RECOVER) AND SURVEY BASELINE CONTROL	\$10,799.48	\$5,399.74	\$5,399.74
3	TOPOGRAPHIC SURVEY AND MAPPING - PREDETERMINED PARCELS-SITES.	\$12,033.94	\$6,016.97	\$6,016.97
4	BOUNDARY SURVEY & SET ROW MONUMENTATION	\$46,457.84	\$23,228.92	\$23,228.92
5	CANAL CROSS SECTIONS AND TOPO	\$21,672.06	\$10,836.03	\$10,836.03
6	LAND CROSS SECTIONS -TOPO IN BACKYARDS	\$19,827.14	\$9,913.57	\$9,913.57
7	HYDROGRAPHIC SURVEY (Sub- Consultant)	\$106,000.00	\$53,000.00	\$53,000.00
8	LIDAR AND IMAGERY ACQUISITION/DATA PROCESSING	\$57,826.39	\$28,913.20	\$28,913.20
9	PRELIMINARY SUBMITTAL	\$0.00	\$0.00	\$0.00
10	FINAL SUBMITTAL (SIX MONTHS FROM NOTICE TO PROCEED)	\$16,759.80	\$8,379.90	\$8,379.90
	TOTAL LUMP SUM COST	\$300 632 7 2	\$150 316 37	\$150 316 37
	TOTAL LUMP SUM COST	\$300,632.73	\$150,316.37	\$150,316.37

MEMORANDUM

TO: Governing Board Members

FROM: Candida Heater, Administrative Services, Facilities Bureau

DATE: August 11, 2022

SUBJECT: Security Services Contract, Allied Universal Security Services, LLC

Agenda Item Background:

Staff requests authorization to enter into a 3-year contract with two 1-year optional renewals with Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC for security services. Allied Universal will provide professional security services to ensure a safe and effective working environment for employees located at the District's headquarters facility. Services include 24-hour monitoring of security systems, daily visitor control, ID badge and access control assistance, crowd control and site security. Security services have been traditionally outsourced by the District because the District does not have the positions or staff trained to provide these services. Allied Universal is a vendor that was awarded a contract for security services through a competitive bid process administered by the State of Florida (Contract No. 92121500-20-1) which the District is permitted to utilize for its own security services.

The total amount of the 5-year contract, including the two 1-year optional renewals is \$1,907,900.

Core Mission and Strategic Priorities:

This item supports the District's need to provide a safe and secure environment for employees, tenants, and visitors and to protect the District's physical assets located at its headquarters facility located in suburban West Palm Beach. The General Services Section in the Administrative Services Division will be responsible for implementing this contract.

Funding Source:

Staff Contact and/or Presenter:

Candida Heater, cheater@sfwmd.sfwmd.gov, 561-682-6486

ATTACHMENTS:

Resolution No. 2022-0804

Backup Document

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 3-year contract with two 1-year renewal options with Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC for security services at the District's headquarters facility in West Palm Beach, using the State of Florida term contract, in an amount not-to-exceed \$1,907,900 for which \$359,361.60 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004624)

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 with Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC for providing security services at the District headquarters facility in West Palm Beach, using the State of Florida term contract, in an amount not-to-exceed \$1,907,900 for which \$359,361.60 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject 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 Allied Universal Security Services, LLC, to provide security services at the District's headquarters facility in West Palm Beach, using the State of Florida term contract, in an amount not-to-exceed \$1,907,900 for which \$359,361.60 is subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004624)

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

Attachment A

Allied Universal Billing

Annual Staffing & Costs		Holiday or	Assigned		
	Bill Rate/Hour	OT Rate/Hour	Hours/Week	Weeks	Annualized Cost
Security Officer Level II in Control Room (24 hours/day, 7 days a week)	\$26.00	-	128	52	\$173,056.00
Security Officer Level III in Control Room (M-F 8 AM to 4 PM)	\$28.37	-	40	52	\$59,009.60
Security Officer Level II @ B-1 Lobby (M-F 7 AM to 5 PM)	\$26.00	-	50	52	\$67,600.00
Security Officer Level II @ B-2 Lobby (M-F 8 AM to 4 PM)	\$26.00	-	40	52	\$54,080.00
Security Officer Level II in Control Room (Holidays)	-	\$39.00	See Note 1	-	\$5,616.00
				TOTAL	\$359,361.60

Note: 1. Holiday Premium based on 6 Holidays per year (144 Hours/year)

The following is the calculated annual amounts per fiscal year, providing for a 3% maximum annual adjustment per the attached Contract No. 92121500-20-1, Attachment B Statement of Work (SOW) 21.1 Price Adjustments provision, pages 23 & 24, found on page 26 out of 204 pages of the document:

Year 1	FY 23	\$359,361.60
Year 2	FY 24	\$370,142.45
Year 3	FY 25	\$381,246.72
Year 4	FY 26	\$392,684.12
Year 5	FY 27	\$404,464.65

Please be advised that due to recent changes in minimum wage and difficulty of contractors in finding employees at the current rates of pay, the state intends to go out for a new contract soon per 7/06/22 telephone conversation with Frank Miller, Florida Division State Purchasing Contract Manager, Phone: 850-488-8855, email: frank.Miller2@dms.myflorida.com

Attachment B



Quote for Services

Created On: 6/1/22 Valid Until: 7/1/2022

Customer: South Florida Water Management

Description	Officers	HPW	Pay Rate	Bill Rate	Estimated Weekly Cost	OT HPW	OT/HOL Bill Rate	Annual HOL Cost
REGION 10: Long Term EFFECTIVE DATE: 10/01/2022 - 09/30/2023								
Level III: Supervisor	1	40	\$18.42	\$28.37	\$1,134.80	0.00	\$42.56	\$0.00
Level II: Security Officer	1	218	\$16.35	\$26.00	\$5,668.00	0.00	\$39.00	\$6,552.00
Estimated Cost					\$6,802.80			
ESTIMATED TOTAL ANN	NUAL INVES	TMENT	_				\$	354,629.60

The quote provided above is based on the Florida Department of Management Services State Term Contract No. 92121500-20-1 For Security Guard Services. The state contract term is effective 03/03/2020 and will remain in effect for five (5) years. This quote is valid for the "Effective Date" shown above. The quote can be renewed annually.

We look forward to continuing our partnership.

Best Regards,

Jennifer Kuchler

Jennifer Kuchler | DMS Contract Manager | Allied Universal | 561.386.0469

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Quote for Services

Created On: 6/1/22 Valid Until: 7/1/2022

Customer: South Florida Water Management

Description	Officers	HPW	Pay Rate	Bill Rate	Estimated Weekly Cost	OT HPW	OT/HOL Bill Rate	Annual HOL Cost
REGION 10: Long Term EFFECTIVE DATE: 10/01/2023 - 09/30/2024								
Level III: Supervisor	1	40	\$18.92	\$29.14	\$1,165.60	0.00	\$43.71	\$0.00
Level II: Security Officer	1	218	\$16.84	\$26.78	\$5,838.04	0.00	\$40.17	\$6,748.56
Estimated Cost					\$7,003.64			
ESTIMATED TOTAL ANN	NUAL INVES	TMENT	_				\$	365,099.80

The quote provided above is based on the Florida Department of Management Services State Term Contract No. 92121500-20-1 For Security Guard Services. The state contract term is effective 03/03/2020 and will remain in effect for five (5) years. This quote is valid for the "Effective Date" shown above. The quote can be renewed annually.

We look forward to continuing our partnership.

Best Regards,

Jennifer Kuchler

Jennifer Kuchler | DMS Contract Manager | Allied Universal | 561.386.0469

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Quote for Services

Created On: 6/1/22 Valid Until: 7/1/2022

Customer: South Florida Water Management

Description	Officers	HPW	Pay Rate	Bill Rate	Estimated Weekly Cost	OT HPW	OT/HOL Bill Rate	Annual HOL Cost
REGION 10: Long Term EFFECTIVE DATE: 10/01/2024 - 09/30/2025								
Level III: Supervisor	1	40	\$19.43	\$29.92	\$1,196.80	0.00	\$44.88	\$0.00
Level II: Security Officer	1	218	\$17.35	\$27.58	\$6,012.44	0.00	\$41.37	\$6,950.16
Estimated Cost					\$7,209.24			
ESTIMATED TOTAL ANN	NUAL INVES	TMENT					\$	375,818.20

The quote provided above is based on the Florida Department of Management Services State Term Contract No. 92121500-20-1 For Security Guard Services. The state contract term is effective 03/03/2020 and will remain in effect for five (5) years. This quote is valid for the "Effective Date" shown above. The quote can be renewed annually.

We look forward to continuing our partnership.

Best Regards,

Jennifer Kuchler

Jennifer Kuchler | DMS Contract Manager | Allied Universal | 561.386.0469

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Attachment A: Price Sheet Security Guard Services (92121500-20-1)

Attachment C

Contractor

Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC

							lni	itial Teri	n P	Pricing												
						S	ecu	rity Gua	ırd	Service	S											
Service Description	Unit of Service	Re	gion 1	Region 2		Region 3	F	Region 4		Region 5		Region 6	F	Region 7	F	Region 8	ı	Region 9	R	egion 10	R	Region 11
Long Term Commitment: Or	ne or more yea	rs																				
Full Time: 35 to 40 hours per	week																					
Security Guard Level I	Hourly	\$	19.35	\$ 19.2	4 \$	19.24	\$	19.24	\$	19.45	\$	19.55	\$	19.45	\$	19.45	\$	22.03	\$	22.01	\$	22.12
Security Guard Level II	Hourly	\$	23.77	\$ 23.6	6 \$	23.66	\$	23.66	\$	23.91	\$	24.01	\$	23.91	\$	23.91	\$	25.97	\$	26.00	\$	26.08
Security Guard Level III	Hourly	\$	25.97	\$ 25.8	4 \$	25.84	\$	25.84	\$	26.09	\$	26.21	\$	26.09	\$	26.09	\$	28.33	\$	28.37	\$	28.45
Security Guard Level IV	Hourly	\$	32.10	\$ 31.9	4 \$	31.94	\$	31.94	\$	32.24	\$	32.40	\$	32.24	\$	32.24	\$	34.98	\$	35.04	\$	35.15
Security Guard Level V	Hourly	\$	35.81	\$ 35.6	4 \$	35.64	\$	35.64	\$	35.98	\$	36.15	\$	35.98	\$	35.98	\$	39.00	\$	39.10	\$	39.22
Security Guard Level VI	Hourly	\$	45.25	\$ 45.2	0 \$	45.20	\$	45.20	\$	45.16	\$	45.20	\$	45.16	\$	45.16	\$	49.49	\$	49.28	\$	49.28
Part-Time: 1 to 34 hours per v	week																					
Security Guard Level I	Hourly	\$	22.87	\$ 22.7	4 \$	22.74	\$	22.74	\$	22.98	\$	23.10	\$	22.98	\$	22.98	\$	23.87	\$	23.84	\$	23.96
Security Guard Level II	Hourly	\$	28.09	\$ 27.9	6 \$	27.96	\$	27.96	\$	28.26	\$	28.38	\$	28.26	\$	28.26	\$	28.13	\$	28.17	\$	28.25
Security Guard Level III	Hourly	\$	30.69	\$ 30.5	4 \$	30.54	\$	30.54	\$	30.84	\$	30.98	\$	30.84	\$	30.84	\$	30.69	\$	30.73	\$	30.82
Security Guard Level IV	Hourly	\$	37.93	\$ 37.7	5 \$	37.75	\$	37.75	\$	38.10	\$	38.29	\$	38.10	\$	38.10	\$	37.90	\$	37.96	\$	38.08
Security Guard Level V	Hourly	\$	39.06	\$ 38.8	8 \$	38.88	\$	38.88	\$	39.25	\$	39.43	\$	39.25	\$	39.25	\$	39.00	\$	39.10	\$	39.22
Security Guard Level VI	Hourly	\$	49.37	\$ 49.3	1 \$	49.31	\$	49.31	\$	49.26	\$	49.31	\$	49.26	\$	49.26	\$	49.49	\$	49.28	\$	49.28
Occasional: Days, hours, and	d frequency ma	ıy vary.	This typ	e of service	inclu	udes regularl	y scł	neduled ev	ents	s held mon	thly	, quarterly,	or se	mi-annual	ly, o	r single ev	ents	or circums	stance	es.		
Security Guard Level I	Hourly	\$	34.48	\$ 34.2	9 \$	34.29	\$	34.29	\$	34.65	\$	34.83	\$	34.65	\$	34.65	\$	35.98	\$	35.95	\$	36.12
Security Guard Level II	Hourly	\$	42.35	\$ 42.1	5 \$	42.15	\$	42.15	\$	42.62	\$	42.78	\$	42.62	\$	42.62	\$	42.42	\$	42.48	\$	42.59
Security Guard Level III	Hourly	\$	46.27	\$ 46.0	5 \$	46.05	\$	46.05	\$	46.49	\$	46.70	\$	46.49	\$	46.49	\$	46.27	\$	46.34	\$	46.47
Security Guard Level IV	Hourly	\$	51.06	\$ 50.8	3 \$	50.83	\$	50.83	\$	51.29	\$	51.54	\$	51.29	\$	51.29	\$	51.01	\$	51.10	\$	51.26
Security Guard Level V	Hourly	\$	54.68	\$ 54.4	3 \$	54.43	\$	54.43	\$	54.95	\$	55.20	\$	54.95	\$	54.95	\$	54.60	\$	54.73	\$	54.90
Security Guard Level VI	Hourly	\$	56.72	\$ 56.7	2 \$	56.72	\$	56.72	\$	56.72	\$	56.72	\$	56.72	\$	56.72	\$	56.72	\$	56.72	\$	56.72

Attachment A: Price Sheet Security Guard Services (92121500-20-1)

Contractor Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC

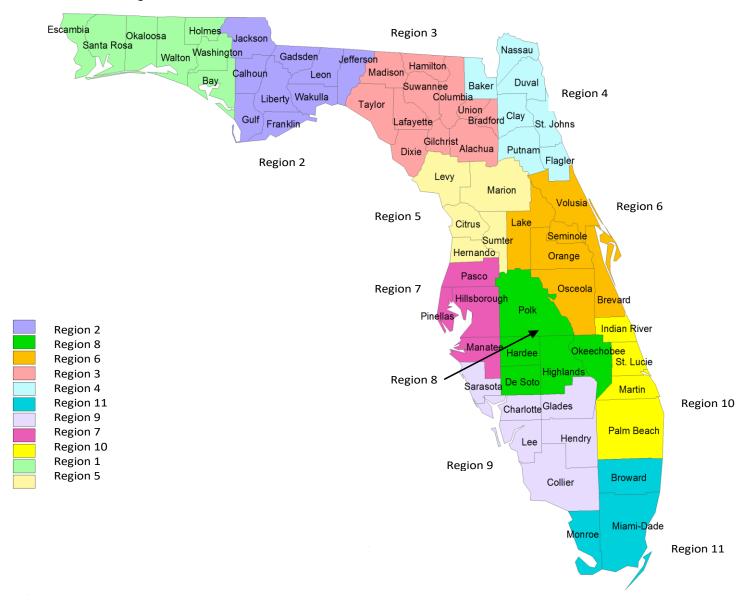
						lni	tial Teri	m F	Pricing												
Service Description	Unit of Service	Region 1	F	Region 2	Region 3	F	Region 4		Region 5		Region 6	F	Region 7		Region 8		Region 9	R	egion 10	R	Region 11
Short Term Commitment: Less	than one ye	ar																			
Full Time: 35 to 40 hours per we	eek																				
Security Guard Level I	Hourly	\$ 24.63	\$	24.49	\$ 24.49	\$	24.49	\$	24.75	\$	24.88	\$	24.75	\$	24.75	\$	25.70	\$	25.68	\$	25.80
Security Guard Level II	Hourly	\$ 30.25	\$	30.11	\$ 30.11	\$	30.11	\$	30.44	\$	30.56	\$	30.44	\$	30.44	\$	30.30	\$	30.34	\$	30.42
Security Guard Level III	Hourly	\$ 33.05	5 \$	32.89	\$ 32.89	\$	32.89	\$	33.21	\$	33.36	\$	33.21	\$	33.21	\$	33.05	\$	33.10	\$	33.19
Security Guard Level IV	Hourly	\$ 36.48	3 \$	36.30	\$ 36.30	\$	36.30	\$	36.64	\$	36.81	\$	36.64	\$	36.64	\$	36.44	\$	36.50	\$	36.61
Security Guard Level V	Hourly	\$ 39.06	\$	38.88	\$ 38.88	\$	38.88	\$	39.25	\$	39.43	\$	39.25	\$	39.25	\$	39.00	\$	39.10	\$	39.22
Security Guard Level VI	Hourly	\$ 49.37	\$	49.31	\$ 49.31	\$	49.31	\$	49.26	\$	49.31	\$	49.26	\$	49.26	\$	49.49	\$	49.28	\$	49.28
Part-Time: 1 to 34 hours per we	ek																				
Security Guard Level I	Hourly	\$ 28.14	\$	27.98	\$ 27.98	\$	27.98	\$	28.29	\$	28.43	\$	28.29	\$	28.29	\$	29.38	\$	29.34	\$	29.49
Security Guard Level II	Hourly	\$ 34.58	3 \$	34.42	\$ 34.42	\$	34.42	\$	34.78	\$	34.93	\$	34.78	\$	34.78	\$	34.62	\$	34.67	\$	34.77
Security Guard Level III	Hourly	\$ 37.78	3 \$	37.58	\$ 37.58	\$	37.58	\$	37.95	\$	38.13	\$	37.95	\$	37.95	\$	37.78	\$	37.82	\$	37.94
Security Guard Level IV	Hourly	\$ 42.3	\$	42.11	\$ 42.11	\$	42.11	\$	42.50	\$	42.70	\$	42.50	\$	42.50	\$	42.27	\$	42.34	\$	42.47
Security Guard Level V	Hourly	\$ 45.57	\$	45.36	\$ 45.36	\$	45.36	\$	45.79	\$	46.00	\$	45.79	\$	45.79	\$	45.50	\$	45.61	\$	45.75
Security Guard Level VI	Hourly	\$ 57.60	\$	57.53	\$ 57.53	\$	57.53	\$	57.47	\$	57.53	\$	57.47	\$	57.47	\$	57.74	\$	57.50	\$	57.50
Occasional: Days, hours, and fr	equency ma	y vary. This t	ype of	service in	cludes regular	y sch	neduled ev	ents	s held mon	thly,	, quarterly,	or se	mi-annua	lly, o	r single ev	ents	s or circums	stance	es.		
Security Guard Level I	Hourly	\$ 46.80	\$	46.53	\$ 46.53	\$	46.53	\$	47.03	\$	47.27	\$	47.03	\$	47.03	\$	48.83	\$	48.79	\$	49.02
Security Guard Level II	Hourly	\$ 57.48	3 \$	57.21	\$ 57.21	\$	57.21	\$	57.84	\$	58.06	\$	57.84	\$	57.84	\$	57.57	\$	57.65	\$	57.80
Security Guard Level III	Hourly	\$ 62.80	\$	62.49	\$ 62.49	\$	62.49	\$	63.10	\$	63.38	\$	63.10	\$	63.10	\$	62.80	\$	62.89	\$	63.06
Security Guard Level IV	Hourly	\$ 77.62	2 \$	77.25	\$ 77.25	\$	77.25	\$	77.96	\$	78.34	\$	77.96	\$	77.96	\$	77.54	\$	77.67	\$	77.92
Security Guard Level V	Hourly	\$ 79.55	5 \$	79.55	\$ 79.55	\$	79.55	\$	79.55	\$	79.55	\$	79.55	\$	79.55	\$	79.55	\$	79.55	\$	79.55
Security Guard Level VI	Hourly	\$ 84.30	\$	83.92	\$ 83.92	\$	83.92	\$	84.71	\$	85.10	\$	84.71	\$	84.71	\$	84.18	\$	84.38	\$	84.64
Emergency Response Security Guards - Armed	Hourly	\$ 80.00	\$	80.00	\$ 80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00
Emergency Response Security Guards - Unarmed	Hourly	\$ 65.00	\$	65.00	\$ 65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00

Attachment A: Price Sheet Security Guard Services (92121500-20-1)

Contractor Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC

					Initial Ter	m Pricing						
					Ancillary E	quipment						
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
Vehicles - Golf cart	Hourly	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88	\$ 6.88
Vehicles - Automobile	Hourly	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56	\$ 7.56
Vehicles - SUV	Hourly	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94
Vehicles - 4WD truck	Hourly	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18	\$ 10.18
Vehicles - Bicycle	Daily	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Vehicles - Golf cart	Daily	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Vehicles - Automobile	Daily	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50	\$ 60.50
Vehicles - SUV	Daily	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50
Vehicles - 4WD truck	Daily	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40
Vehicles - Bicycle	Monthly	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Vehicles - Golf cart	Monthly	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70	\$ 392.70
Vehicles - Automobile	Monthly	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00
Vehicles - SUV	Monthly	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00	\$ 1,595.00
Vehicles - 4WD truck	Monthly	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00





MEMORANDUM

TO: Governing Board Members

FROM: Candida Heater, Administrative Services, Budget Bureau

DATE: August 11, 2022

SUBJECT: Amendment to Adopted Fiscal Year 2021-2022 Budget

Agenda Item Background:

The Governor signed into the Laws of Florida, Chapter 2022-156 House Bill No. 5001 which includes, Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund that included \$86,500,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$35,000,000 for the Green Heart of the Everglades, subject to appraisal. These intergovernmental funds were not included in the District's Fiscal Year 2021-2022 Adopted Budget. Pursuant to the requirements of Section 373.536(4)(c), Florida Statutes, "If the district receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to Section 120.525, Florida Statutes." The notice must set forth a summary of the proposed amendment. The District anticipates requiring \$45,000,000 from the Florida Department of Environmental Protection (DEP) to facilitate and support the payment of invoices for Restoration Strategies Projects (STA-1W Expansion #2, C-139 Flow Equalization Basin) from the 2022 General Appropriations Act 1647 and \$300,000 to conduct two appraisals, an environmental phase I assessment and a cultural resource assessment, for the Green Heart of the Everglades land acquisition from the 2022 Section 197 Land Acquisition appropriated to the DEP for transfer to the District. The District's Fiscal Year 2022-2023 Tentative Budget will be reduced by the respective amounts, if approved, and the remaining balance of the specific appropriations will remain in the District's Fiscal Year 2022-2023 Budget subject to Governing Board approval and adoption on September 20, 2022.

Core Mission and Strategic Priorities:

This project will support the District's mission Restoration of Water Resources and Ecosystems: Safeguarding and Restoring South Florida's Delicate Ecosystem.

Funding Source:

The funding source is the 2022 Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund and Section 197 Land Acquisition from the General Revenue Fund.

Staff Contact and/or Presenter:

Candida Heater, cheater@sfwmd.gov, 561-682-6486 Julie Maytok, jmaytok@sfwmd.gov, 561-682-6027

ATTACHMENTS:

EOG Approval Letter

Resolution No. 2022-0805

Resolution Exhibit A





Office of the Governor

THE CAPITOL TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com 850-717-9418

EOG #O-0038

July 26, 2022

Candida Heater, Director Administrative Services South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406

Dear Ms. Heater:

Pursuant to your request, Budget Amendment #2022-01, dated July 19, 2022, and in accordance with section 373.536(4)(c), F.S., *Florida Statutes*, the Executive Office of the Governor hereby approves the amendment to your district's final budget for Fiscal Year 2021-22 as requested.

Sincerely,

Brandi Gunder, Deputy Director of Budget

areli Grunel

Office of Policy and Budget

BG/gh

cc: Department of Environmental Protection, Division of Administrative Services

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District to implement from the 2022 Legislative Session Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund in an amount of \$45,000,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$300,000 for the Green Heart of the Everglades; and authorize the Executive Director or Designee to execute agreements at no cost to the District with the Florida Department of Environmental Protection; and authorize an amendment to the Adopted Fiscal Year 2021-2022 budget; providing an effective date.

WHEREAS, The Governor signed into the Laws of Florida, Chapter 2022-156 House Bill No. 5001 which includes, Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund that included \$86,500,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$35,000,000 for the Green Heart of the Everglades, subject to appraisal.; and

WHEREAS, the Governing Board of the South Florida Water Management District (District) authorizes the Executive Director, or designee, to execute an agreement with the Florida Department of Environmental Protection (DEP), at no cost to the District, for the implementation of Specific Appropriation Section 197; and

WHEREAS, the Executive Director of the District, or Designee, is authorized to request distribution, transfer, release, advance, and reimbursement of appropriations, through the General Appropriations Acts, consistent with Florida Statutes including Chapter 216, Chapter 373, and Chapter 375; and

WHEREAS, the Governing Board of the District on September 21, 2021 adopted Resolution No. 2021 - 0928 "Adopting the Final Budget for Fiscal Year 2021-2022"; and

WHEREAS, the Governing Board of the District authorizes an amendment to the Adopted Fiscal Year 2021-2022 Budget to recognize \$45,000,000 of Intergovernmental Revenue from the Department for Specific Appropriation 1647 and \$300,000 of Specific Appropriation Section 197; and

WHEREAS, pursuant to Section 373.536(4), Florida Statutes, if the District receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor; and

WHEREAS, pursuant to Section 373.536(4), Florida Statutes, the notice of intention to amend was published in the notice of the Governing Board meeting at which the Budget Amendment will be considered; and

WHEREAS, implementation of this Budget Amendment is contingent upon approval by the Executive Office of the Governor; and

WHEREAS, consistent with specific appropriation 1647 and Section 197 language and in accordance with the procedures set forth in the executed agreements, the DEP shall disburse to the District \$45,300,000.

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

- The Governing Board of the District hereby approves implementing from Chapter 2022-156 House Bill No. 5001 Specific Appropriation 1647 Grants and Aids to Local Governments and Nonstate Entities Fixed Capital Outlay Everglades Restoration from the Land Acquisition Trust Fund in an amount of \$45,000,000 for Restoration Strategies Regional Water Quality Plan and from Section 197. Land Acquisition from the General Revenue Fund \$300,000 for the Green Heart of the Everglades
- Section 2. The Governing Board of the South Florida Water Management District does hereby authorize the Executive Director of the District, or Designee, to execute funding agreements with the Florida Department of Environmental Protection and to request distribution, transfer, release, advance, and reimbursement to implement Specific Appropriation 1647 and Section 197. Any such reimbursement requests are hereby authorized on a monthly and/or quarterly basis.
- Funds disbursed from the DEP to the District to implement Specific Appropriation 1647 and Section 197 shall be subject to the requirements of the Section 215.97, Florida Statutes, (The Florida Single Audit Act) and Section 216.181(16)(b), Florida Statutes.
- Section 4. The Governing Board of the District hereby approves amending the Adopted Fiscal Year 2021-2022 Budget as presented in Exhibit "A", which is attached hereto and made part hereof.
- **Section 5.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 11th day of August, 2022.

EXHIBIT A

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2022 - XXXX

FISCAL YEAR 2021-2022 BUDGET AMENDMENT

		GENERAL FUND	TOTAL SPECIAL REVENUE FUNDS	TOTAL CAPITAL PROJECTS FUNDS	INTERNAL SERVICE FUNDS	TRUST & AGENCY FUND	TOTAL FINAL BUDGET
ESTIMATED REVENUES, TRANSFERS AND BALANCES							20202.
Estimated Fund Balance and Net Assets Fund Balance, beginning of year (Net of Encumbrances) Net Assets, beginning of year		44,121,602	164,433,052	22,400,582	- 12,849,572	16,397,171	247,352,407 12,849,572
Sub-Total	-	44,121,602	164,433,052	22,400,582	12,849,572	16,397,171	260,201,979
Encumbrances Funded By Future Cash Reimbursement Encumbrances Funded By Fund Balance		373,180 13,087,682	62,055,228 50,147,538	255,243,692 145,589,222	62,811	-	317,672,100 208,887,253
Total Estimated Fund Balance and Net Assets, beginning of ye	ear	57,582,464	276,635,818	423,233,496	12,912,383	16,397,171	786,761,332
Estimated Revenues	Millages	,,		,,	,,		
Ad Valorem- District-wide	0.1061	121,879,903	=	=	=	=	121,879,903
Ad Valorem- Okeechobee Basin	0.1146	-	120,108,753	=	-	=	120,108,753
Ad Valorem- Big Cypress Basin	0.1116	-	11,233,354	-	-	-	11,233,354
Ad Valorem - Everglades Restoration Agricultural Privilege Taxes	0.0365	-	38,254,533 10,899,700	-	-	-	38,254,533 10,899,700
Intergovernmental		3,754,522	85,451,958	560,337,488	-	-	649,543,968
Licenses, Permits & Fees		3,491,000	98,000	-	_	-	3,589,000
Investment Income		690,541	1,761,614	1,325,325	47,097	-	3,824,577
Miscellaneous		1,317,953	4,238,039	-	-	-	5,555,992
Health Insurance		-	-	-	32,960,061	-	32,960,061
Self Insurance	-	121 122 010	272 045 051	- E61 663 913	2,649,527	-	2,649,527 1,000,499,368
Total Estimated Revenues, beginning of year		131,133,919	272,045,951	561,662,813	35,656,685	-	1,000,499,368
Fiscal Year 2021-22 Amended Revenue Intergovernmental			300,000	45,000,000			45,300,000
Total Amended Estimated Revenues	-	131,133,919	272,345,951	606,662,813	35,656,685	-	1,045,799,368
Operating Transfers (Net)		(32,709,337)	(82,055,333)	114,735,790	-	28,880	-
TOTAL ESTIMATED REVENUES, TRANSFERS AND FUTURE DESI	G. BALANCES	\$156,007,046	\$466,926,436	\$1,144,632,099	\$48,569,068	\$16,426,051	\$1,832,560,700
BUDGETED EXPENDITURES AND ENCUMBRANCES							
Administrative Services & Executive Offices							
Water Resources Planning and Monitoring		292,293	1,375,442	-	10,832,144	-	12,499,879
Land Acquisition, Restoration and Public Works		103,541	486,307	-	-	-	589,848
Operation and Maintenance of Lands and Works		6,027,503	11,909,121	58,886,902	13,979,704	-	90,803,230
Regulation Outreach		415,981 1,224,802	27,000	-	4,043,169	=	4,459,150 1,251,802
District Management and Administration		15,160,592	27,000	- -	6,801,668	-	21,962,260
Administrative Services & Executive Offices Total		23,224,712	13,797,870	58,886,902	35,656,685	-	131,566,169
Big Cypress Basin							
Water Resources Planning and Monitoring		-	3,049,059	-	-	-	3,049,059
Land Acquisition, Restoration and Public Works		27,526	=	=	=	-	27,526
Operation and Maintenance of Lands and Works		40,883	235,142	-	-	-	276,025
Big Cypress Basin Total		68,409	3,284,201	-	-	-	3,352,610
Ecosystem Restoration & Capital Projects							
Water Resources Planning and Monitoring		5,719,734	9,226,372		-	-	14,946,106
Land Acquisition, Restoration and Public Works		4,652,221	52,883,321	566,893,916 63,287,941	-	-	624,429,458
Operation and Maintenance of Lands and Works Regulation		6,118,250 22,127	27,377,084	63,287,941	-	-	96,783,275 22,127
District Management and Administration		256,570	=	-	-	-	256,570
Ecosystem Restoration & Capital Projects Total		16,768,902	89,486,777	630,181,857	-	-	736,437,536
Field Operations Division							
Water Resources Planning and Monitoring		397,676	517,440	=	=	-	915,116
Land Acquisition, Restoration and Public Works		<u>-</u>	366,234		-	-	366,234
Operation and Maintenance of Lands and Works		2,153,608	65,547,104	2,290,383	=	-	69,991,095
Regulation District Management and Administration		485,374 32,485	-	-	- -	-	485,374 32,485
Field Operations Division Total		3,069,143	66,430,778	2,290,383	_	-	71,790,304
Information Technology Division							
Water Resources Planning and Monitoring		3,363,427	115,847	150,778	-	-	3,630,052
Land Acquisition, Restoration and Public Works		1,909,733	280,794	-	-	-	2,190,527
Operation and Maintenance of Lands and Works		11,862,047	5,176,220	172,170	=	-	17,210,437
Regulation		3,145,048	-		-	-	3,145,048
District Management and Administration		12,237,095	- 	2,111,967	-	-	14,349,062
Information Technology Division Total		32,517,350	5,572,861	2,434,915	-	-	40,525,126
Real Estate & Land Management Division Water Resources Planning and Monitoring		11,110	33,228	-	=	-	44,338
Land Acquisition, Restoration and Public Works		263,143	796,682	-	-	-	1,059,825
Operation and Maintenance of Lands and Works		5,508,014	34,671,780	10,335,890	-	28,880	50,544,564
District Management and Administration		9,240	8,889	-	-	-	18,129
Real Estate & Land Management Division Total		5,791,507	35,510,579	10,335,890	-	28,880	51,666,856

EXHIBIT A

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2022 - XXXX

FISCAL YEAR 2021-2022 BUDGET AMENDMENT

	GENERAL FUND	TOTAL SPECIAL REVENUE FUNDS	TOTAL CAPITAL PROJECTS FUNDS	INTERNAL SERVICE FUNDS	TRUST & AGENCY FUND	TOTAL FINAL BUDGET
Regulation Division						
Water Resources Planning and Monitoring	11,746	-	_	-	_	11,746
Operation and Maintenance of Lands and Works	16,960	4,500	-	-	-	21,460
Regulation	14,333,990	-	-	-	-	14,333,990
Regulation Division Total	14,362,696	4,500	-	-	-	14,367,196
Water Resources Division						
Water Resources Planning and Monitoring	14,409,832	5,796,393	589,260	-	-	20,795,485
Land Acquisition, Restoration and Public Works	5,889,200	14,603,907	18,000	=	=	20,511,107
Operation and Maintenance of Lands and Works	328,846	1,709,784	96,000	-	-	2,134,630
District Management and Administration	90,061	-		-	-	90,061
Water Resources Division Total	20,717,939	22,110,084	703,260	-	-	43,531,283
CERP - Central Service Indirect Costs						
Land Acquisition, Restoration and Public Works	3,332,968	-	-	-	-	3,332,968
District Management and Administration	(3,332,968)	-	-	-	-	(3,332,968)
CERP - Central Service Indirect Costs Total	-	-	-	-	-	-
Reserves/Debt/Fees/Charges						
Water Resources Planning and Monitoring	-	1,691,131	-	-	-	1,691,131
Land Acquisition, Restoration and Public Works	-	-	30,354,252	-	-	30,354,252
Operation and Maintenance of Lands and Works	15,742,735	46,468,511	-	-	-	62,211,246
District Management and Administration	4,611,168	3,541,319	-	-	-	8,152,487
Res/Debt/Fees/Charges Total	20,353,903	51,700,961	30,354,252	-		102,409,116
Total Amended Budgeted Expenditures	136,874,561	287,898,611	735,187,459	35,656,685	28,880	1,195,646,196
Encumbrances (Estimate)	13,460,862	112,202,766	400,832,914	62,811	0	526,559,353
TOTAL AMENDED BUDGETED EXPENDITURES AND ENCUMBRANCES	\$150,335,423	\$400,101,377	\$1,136,020,373	\$35,719,496	\$28,880	\$1,722,205,549
NET ASSETS, RESTRICTIONS, COMMITMENTS AND UNASSIGNED						
Net Assets (Self Insurance Fund Actuarial Need)		_	_	3,670,618	_	3,670,618
Net Assets (Health Insurance Fund - Fund Balance Utilization)	-	-	_	9,178,954	-	9,178,954
Nonspendable				-,-: -, :		2,2: 3,55
Inventory Reserve						
Big Cypress Basin	-	256,986	-	-	-	256,986
General Fund	-	-	-	-	-	
Okeechobee Basin	-	4,847,714	-	-	-	4,847,714
Permanent Fund-Principal Portion					46 240 000	46 240 000
Wetlands Mitigation Permanent Fund	-	-	-	-	16,319,880	16,319,880
Restricted for Fiscal Year 2022-23 - Fiscal Year 2025-26						
Big Cypress Basin	-	5,802,488	-	-	-	5,802,488
Budget Stabilization & Future Expenditures to be Determined by	-	9,376	37	-	-	9,413
the Governing Board		280,224	196			280,420
Everglades License Tag Balances Florida Bay Seagrass Monitoring	_	220,000	190	_	_	220,000
Future Land Acquisition (Surplus Land Sales Revenues)	-	220,000	516,243	-	-	516,243
Land Management (Lease Revenue)	_	6,099,180	3,254,046	-	_	9,353,226
Mitigation - Lakebelt	-	22,587,036	873,727	-	_	23,460,763
Mitigation - Wetland	-	14,686,727	2,046,867	-	77,291	16,810,885
O&M Canal Conveyance Program	-	400,000	-	-	-	400,000
O&M New Works	-	1,077,348	-	-	-	1,077,348
O&M Okeechobee Field Station	-	500,000	-	-	-	500,000
Restoration Strategies	-	3,068,033	.	-	-	3,068,033
S-332 B Replacement Payment from USACE	-	-	97,646	-	-	97,646
Self-Insurance Programs	-	- E 40 717	1,822,964	-	-	2 271 601
Senate Bill 10 Projects Pursuant to 375.041 (3)(b)4 F.S	_	548,717	1,022,904	-	-	2,371,681
Committed for Fiscal Year 2022-23 - Fiscal Year 2025-26						
Budget Stabilization & Future Expenditures to be Determined by	2,525,748	-	-	-	-	2,525,748
the Governing Board O&M Clewiston Field Station Rehabilitation	500,000	4,500,000		_		5,000,000
O&M Flood Protection Level of Service	500,000	-,500,000	-	-	-	500,000
O&M New Works	2,145,875	-	-	- -	-	2,145,875
Restoration Strategies		1,941,230	-	=	-	1,941,230
Total Net Assets, Restrictions and Commitments	5,671,623	66,825,059	8,611,726	12,849,572	16,397,171	110,355,151
Unassigned	-	-	-	-	-	-
TOTAL AMENDED BUDGETED EXPENDITURES, ENCUMBRANCES,						
NET ASSETS, RESTRICTIONS, COMMITMENTS AND UNASSIGNED	\$156,007,046	\$466,926,436	1,144,632,099	48,569,068	16,426,051	1,832,560,700

MEMORANDUM

TO: Governing Board Members

FROM: Alan Shirkey, Ecosystem Restoration & Capital Projects

DATE: August 11, 2022

SUBJECT: Roof Maintenance and Inspection Program

Agenda Item Background:

As part of the Operations and Maintenance Capital Improvement Program, the Roof Maintenance and Inspection (RMI) Program covers the 16 counties within the District's boundary. The RMI Program identifies deficiencies and provides recommendations for repairs, allowing action to be taken to eliminate further disintegration of damaged roofs resulting in the protection of the building envelope, equipment used to operate the pump station, and staff working within the building.

Staff is requesting Governing Board approval to enter into a contract with Advanced Roofing, Inc. for the implementation of the District's Roof Maintenance and Inspection Program, using the Pinellas County, Florida, executed agreement 190-033-CP, for 3-years with optional two 1-year extensions, in an amount not-to-exceed \$2,500,000.

Core Mission and Strategic Priorities: Additional Item Background:

The Roof Maintenance Inspection Program (RMI) was initiated to provide a specialized and thorough inspection and evaluation of District's roofs by a certified roofing consultant and implement remediation to damaged or improperly designed or constructed roofs. This allows for substantial longevity in buildings and equipment which translates to savings to the District. The program was initiated in 2009 and has evolved to include moisture surveys and inspection of the building envelope to identify repairs needed to extend the life of the roofs. The District's roof inventory includes pump stations, field station buildings, and administration buildings. The current RMI Program includes 191 roofs.

The RMI Program will add an annual inspection of roofs with active warranties. All other roofs will remain on a 5-year inspection cycle. In addition, basic maintenance will be performed during the inspections, and minor repairs completed on a not-to-exceed basis.

Core Mission and Strategic Priorities:

The Roof Inspection and Maintenance Program supports the District's core missions of flood control, water supply, and ecosystem restoration.

Funding Source:

Subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget.

Staff Contact and/or Presenter:

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

ATTACHMENTS:

Resolution No. 2022-0806

Backup Document

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 3-year contract, with two 1-year renewal options with Advanced Roofing, Inc., to provide Roof Inspection and Maintenance Services for the Roof Inspection and Maintenance Program, using the Pinellas County Roofing Services & Supplies, Waterproofing & Related Products and Services Contract and rate schedule, in an amount not-to-exceed \$2,500,000, for which \$500,000 in Ad Valorem funds are subject to Governing Board approval of the Fiscal Year 2022-2023 Adopted Budget and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004589)

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 with Advanced Roofing Inc, to provide Roof Inspection and Maintenance Services for the Roof Inspection and Maintenance Program (RMI Program), using the Pinellas County Roofing Services & Supplies, Waterproofing & Related Products and Services Contract and rate schedule, in an amount not-to-exceed \$2,500,000.

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 authorizes entering into a 3-year contract, with two 1-year renewal options with Advanced Roofing Inc, to provide Roof Inspection and Maintenance Services for the Roof Inspection and Maintenance Program (RMI Program), using the Pinellas County Roofing Services & Supplies, Waterproofing & Related Products and Services Contract and rate schedule in an amount not-to-exceed \$2,500,000. (Contract No. 4600004589)

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

PASSED and ADOPTED this 11th day of August, 2022.

Location Map

All 16 counties within the District







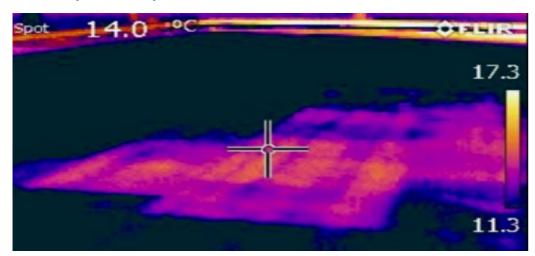






Background

- ➤ Roof Inspection Program initiated in 2009
 - Includes pump stations, field station buildings, and administration buildings
 - Moisture surveys & building envelope
 - 5-year cycle



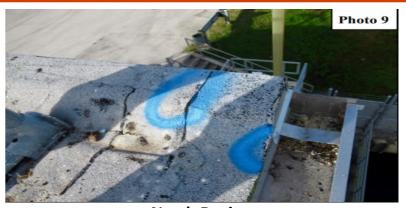
G-372: Infrared thermogram showing wet areas underneath top ply



G-372: 16 large areas of wet insulation

Scope

- >FY23 Improvements
 - Annual inspections to maintain warranties
 - 5-year cycle on all other roofs
 - During inspections:
 - Basic Maintenance
 - Minor repairs on a Not-To-Exceed basis
 - SOW provided for extensive repairs
- >FY23-FY27 Contract:
 - No RFB; using the Pinellas County, Florida, executed agreement 190-0336-CP with Advance Roofing, Inc.
 - 3-year plus two 1-year extensions option
 - Total estimated cost NTE: \$2,500,000



North Region S-131: Open side laps



BCB Region
S-488: 6 large blisters in cap sheet

Benefits

> Benefits:

- Provides specialized inspections and evaluations of roofs
- Meets warranty requirements
- Maintains roofs, extending the life of the roof systems
- Provides remediation plan for deficiencies
- Eliminates need for FS staff to inspect & identify repairs twice per year. Only post hurricane/storm season walk-thru required
- Identifies remaining service life
- Supports FEMA and/or other claims



S-250S: Blisters and moisture under roof membrane and vegetation growth in scupper



S-250S: Complete roof replaced 652 sq-ft, \$104,000

MEMORANDUM

TO: Governing Board Members

FROM: Jennifer Reynolds, Ecosystem Restoration & Capital Projects

DATE: August 11, 2022

SUBJECT: Central Everglades Planning Project New Water Seepage Barrier Project,

Miami-Dade County

Agenda Item Background:

As part of the Central Everglades Planning Project (CEPP), the CEPP New Water Seepage Barrier Wall Project includes an underground cut-off wall along the Levee 31N (L-31N) and 8.5 Square Mile Area (SMA). The project minimizes seepage from Everglades National Park (ENP) and mitigates regional flooding in urbanized areas. The Governing Board previously approved building 2.3 miles of a seepage wall adjacent to the 8.5 SMA along the C-358 Canal and the L-357W Levee. This new project includes construction of approximately 4.9 miles of a seepage cut-off wall along the L-357W Levee from the end of the 2.3-mile segment to the junction with the L-31N Levee. 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 CEPP New Water Seepage Barrier Wall Project supports the District's core mission of ecosystem restoration and water quality improvement. Successful completion of the project will assist in maximizing flows south while mitigating for seepage.

Funding Source:

The construction of the CEPP New Water Seepage Barrier Wall Project will be funded through dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and ad valorem funds.

Staff Contact and/or Presenter:

Jennifer Reynolds, jreynolds@sfwmd.gov, 561-682-6672 Alan Shirkey, ashirkey@sfwmd.gov, 561-682-2579

ATTACHMENTS:

Resolution No. 2022-0807

Backup Document

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2022 - 08XX

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 790-day contract with Geo-Solutions, Inc., the lowest responsive and responsible bidder, for the CEPP New Water Seepage Barrier Wall Project, in the amount of \$42,258,301 for which \$100,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets; providing an effective date. (Contract No. 4600004637)

WHEREAS, it is in the public interest to authorize entering into a 790-day contract with Geo-Solutions, Inc., the lowest responsive and responsible bidder for CEPP New Water Seepage Barrier Wall Project, in the amount of \$42,258,301.

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

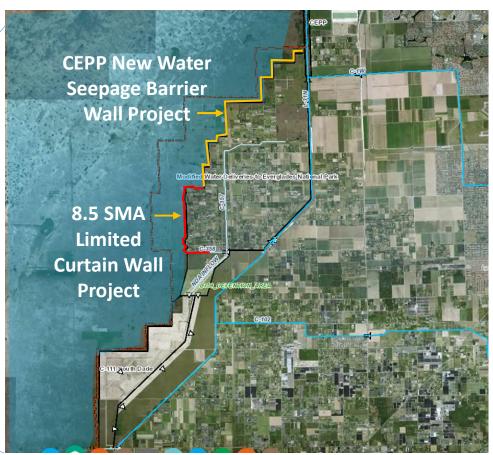
Section 1. The Governing Board of the South Florida Water Management District hereby authorizes entering into a 790-day contract with Geo-Solutions, Inc., for the CEPP New Water Seepage Barrier Wall Project, in the amount of \$42,258,301 for which \$100,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004637)

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

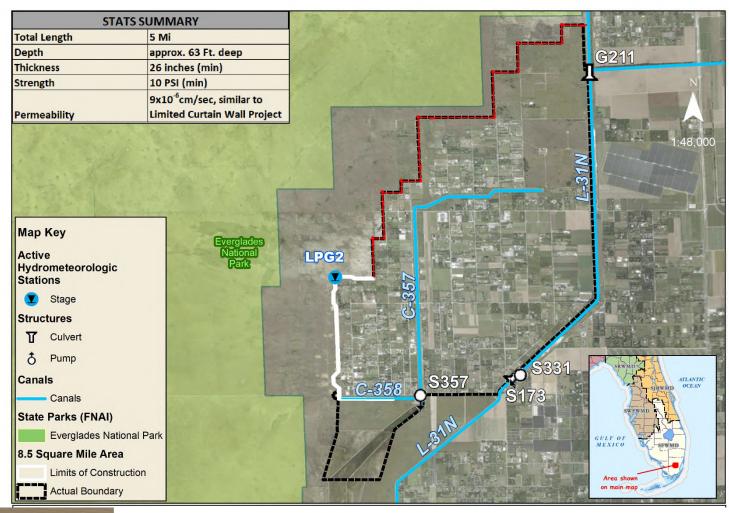
PASSED and ADOPTED this 11th day of August, 2022.

Location





8.5 SMA Limited Curtain Wall

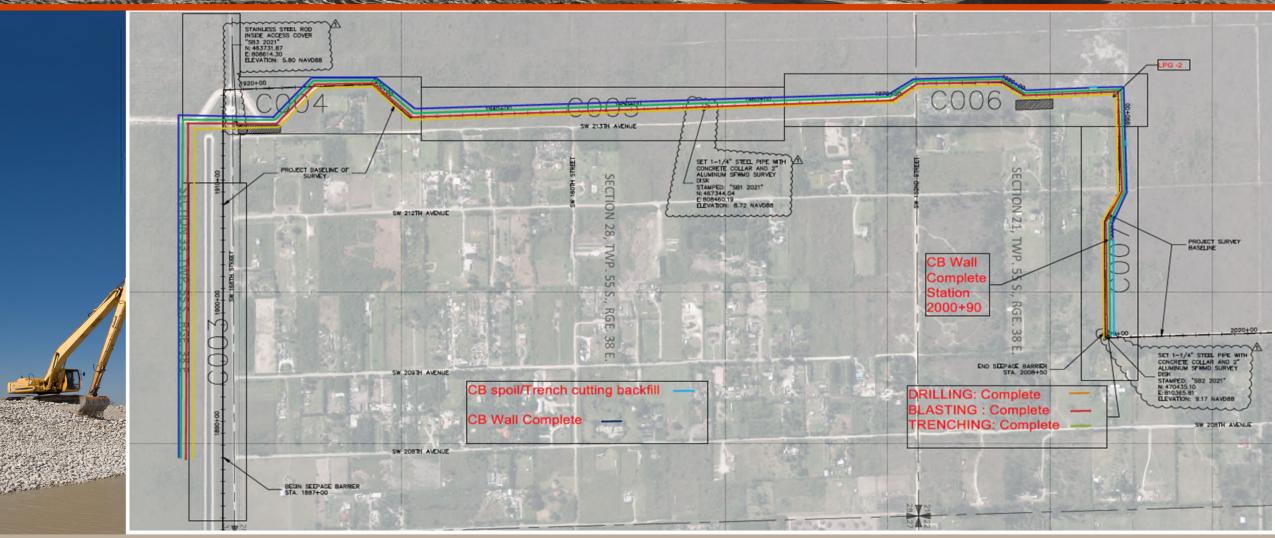


Extension of current 2.3 miles of limited curtain wall project



Drilling/Blasting

8.5 SMA Limited Curtain Wall - Update



8.5 SMA Limited Curtain Wall - Update



CB Wall Start: Station 1887+00

CB Wall Stop: Station 2000+90

CB Wall complete: 11,390 feet (93.75%)

CB Wall Remaining: 760 feet (6.25%)

Project Completion by Early September

2022

Project Cost: \$14,218,574.45

Paid to Date: \$12,338,102.50

Remaining: \$1,041,028.75

Current Construction



Trenching

CB Wall Construction

MEMORANDUM

TO: Governing Board Members

FROM: , Ecosystem Restoration & Capital Projects

DATE: August 11, 2022

SUBJECT: Basin Management Action Plan Update (Kevin Coyne and David Frady, Florida

Department of Environmental Protection)

Agenda Item Background:

The objectives of the Northern Everglades and Estuaries Protection Program (NEEPP) are to protect and restore surface water resources and achieve and maintain compliance with water quality standards in the Northern Everglades region including the Lake Okeechobee Watershed (LOW), St. Lucie River Watershed (SLRW), and Caloosahatchee River Watershed (CRW). Implementation, reporting, and coordination of the NEEPP are executed by the three coordinating agencies: Florida Department of Environmental Protection (DEP), Florida Department of Agriculture and Consumer Services, and the District. As part of NEEPP, Basin Management Action Plans (BMAPs) address pollutant loading or total maximum daily loads (TMDLs). BMAPs utilize a phased implementation of comprehensive and innovative management strategies that promote timely, cost-effective actions and integration with other programs. Staff from the DEP will update the Governing Board on the status and progress of BMAPs in the Northern Everglades.

Core Mission and Strategic Priorities:

A BMAP is a framework for water quality restoration that contains stakeholder commitments, including local and state governments, to reduce pollutant loading through current and future projects and strategies. BMAPs contain a comprehensive set of solutions, such as permit limits on wastewater facilities, remediation plans for onsite sewage treatment systems, urban and agricultural best management practices, regional projects, and conservation programs designed to achieve pollutant reductions established by a TMDL. BMAPs build upon ongoing restoration in the LOW, SLRW, and CRW by identifying and implementing programs and projects necessary to achieve water quality and quantity objectives for the watersheds. These broad-based plans are developed with local stakeholders and rely on local input and commitment for development and successful implementation. BMAPs are adopted by DEP Secretarial Order and are legally enforceable.

Funding Source:

NEEPP supplements other existing and planned projects and programs to achieve the District's core mission to safeguard and restore South Florida's water resources and ecosystems, protect our communities from flooding, meet the region's water needs, and connect with the public and stakeholders.

Staff Contact and/or Presenter:

Presenters: Kevin Coyne and David Frady, Florida Department of Environmental Protection SFWMD Contact: Megan Jacoby, mjacoby@sfwmd.gov, 561-682-6517

ATTACHMENTS:

MEMORANDUM

TO: Governing Board Members

FROM: , Executive Office

DATE: August 11, 2022

SUBJECT: Presentations for Agenda items 7, 19, 20, 21, and 22.

Written public comment received for items 8 and 21.

Agenda Item Background:

Core Mission and Strategic Priorities:

Funding Source:

Staff Contact and/or Presenter:

ATTACHMENTS:

07 Bartlett ED Report

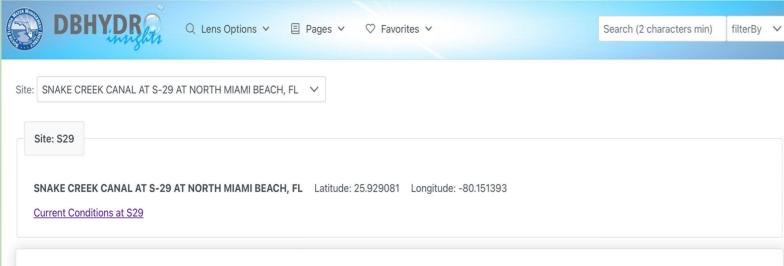
08 Public Comment Mike Knepper

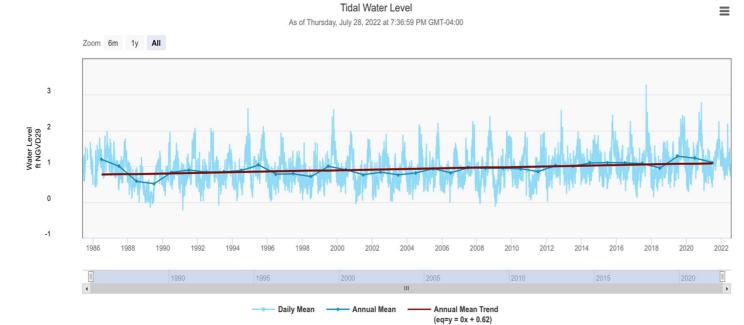
19 Mitnik Water Conditions Report

20 Glenn Ecological Conditions Report

- 21 Reynolds CEPP New Water Seepage Barrier Wall Project
- 21 Public Comment Charles LaPradd
- 22 Blalock Coyne Frady BMAPs

Real Time Resiliency Metrics





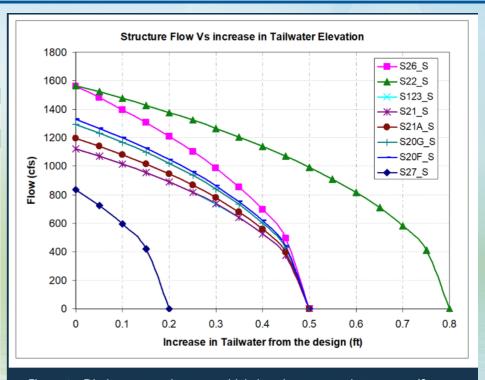
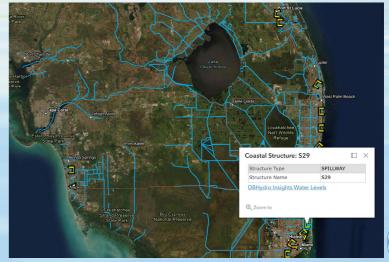
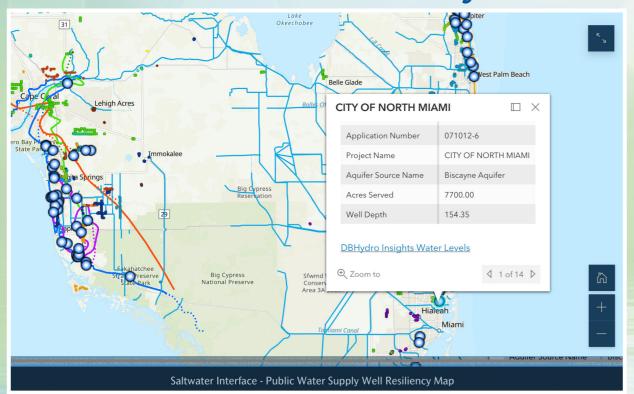


Figure 1 – Discharge capacity versus tidal elevation at coastal structures. (Source: Obeysekera et. al., 2010 and Dessalegne, 2022)





Real Time Resiliency Metrics









Deployment of Mechanical Removal at Lake Kissimmee S-65 Structure







Mike Knepper

(772) 284-1993

Email: mikeknep@bellsouth.net

Mike Knepper

Voulube K-nep Environment







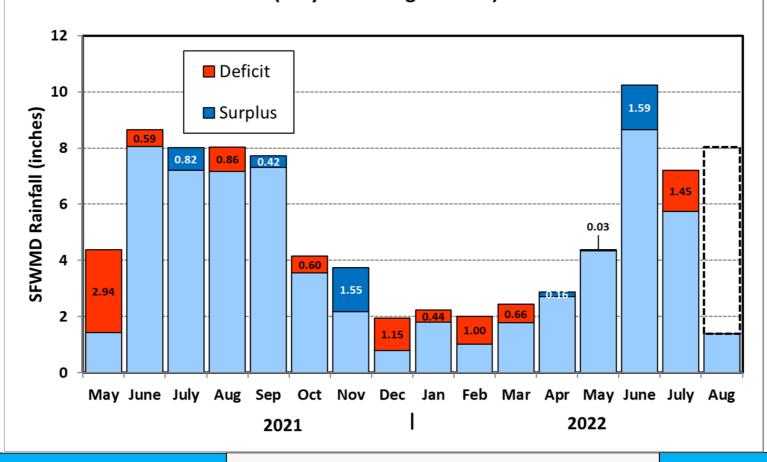
Water Conditions Summary

South Florida Water Management District Governing Board Meeting August 11, 2022



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

SFWMD Rainfall Distribution Comparison (May 2021- August 2022)



District Wide Average Rainfall

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

armed-gen

2021 WET SEASON

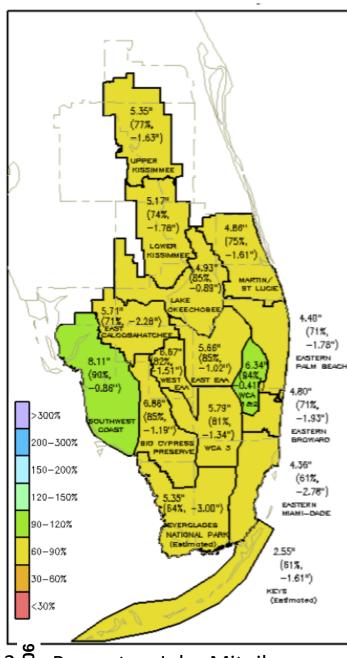
- Late Start 05/28/2021, Ended 10/17/2021.
- Wet season deficits and surplus balanced out.
- Average overall.

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
- July was ~ 20% below average





July 2022 Rainfall

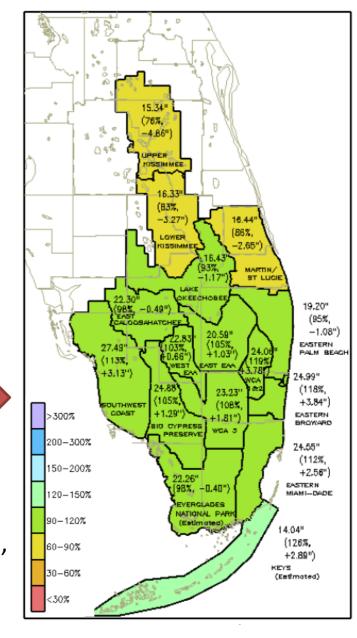
DISTRICT-WIDE: 5.75"

- 80% of average, -1.45" deficit.
- WCA1&2 and Southwest Coast have less deficit.
- Continued deficit in Kissimmee Basins
- Largest deficit is -3.00" at Everglades National Park

Wet Season Rainfall May 13, 2022 to Present DISTRICT-WIDE: 20.85"

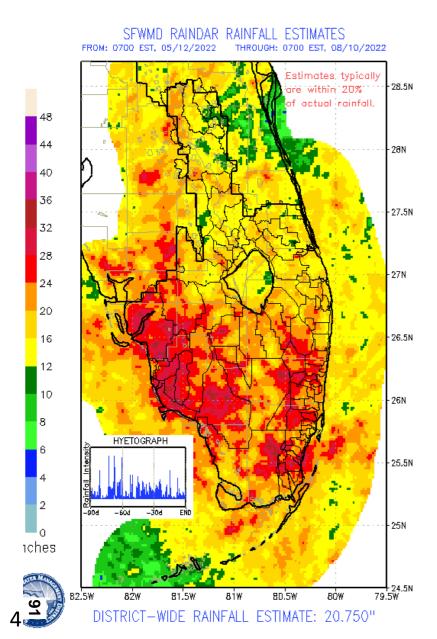


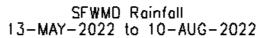
- 99% of average, -0.15" deficit.
- Large variability, 76% to 126% of normal.
- Largest surplus is in the Keys, +2.89".
- Basin with largest deficit is Upper Kissimmee, with -4.86".
- 12/16 areas are in the 90-120% of average range

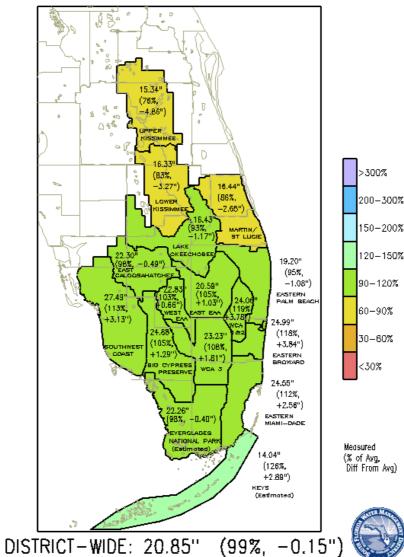


2

2022 Wet Season Rainfall-to-Date



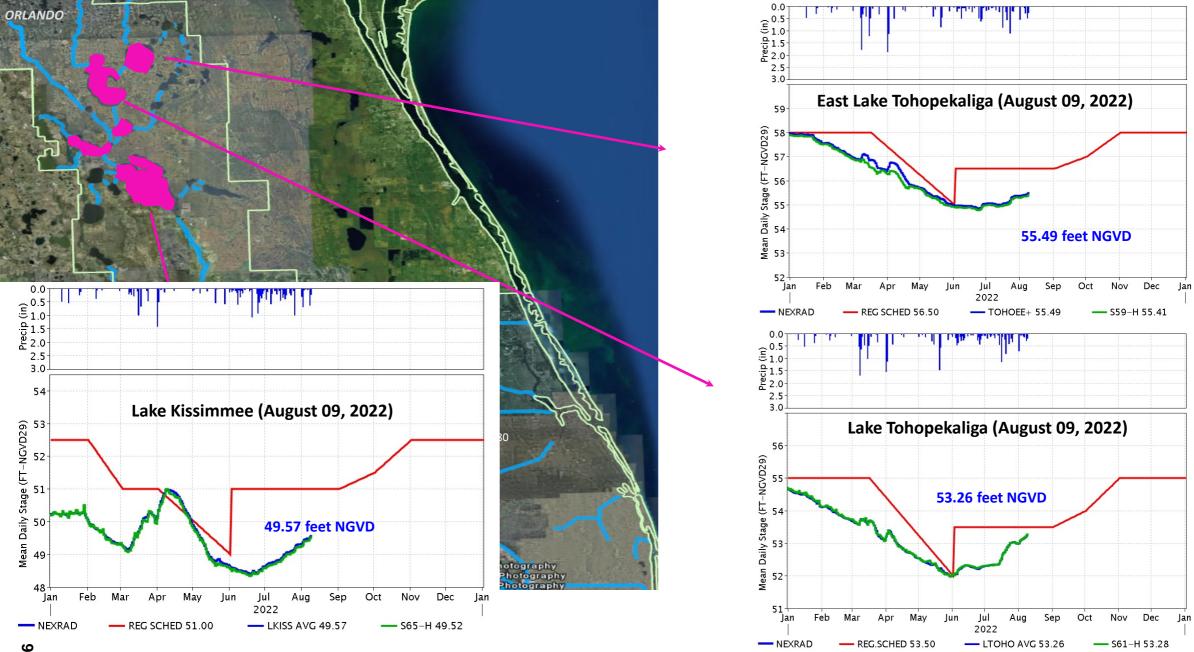




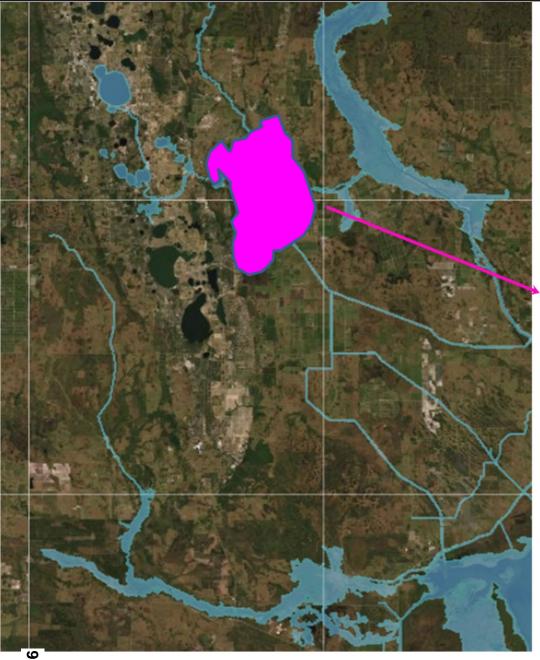
Rainfall Since 12 May

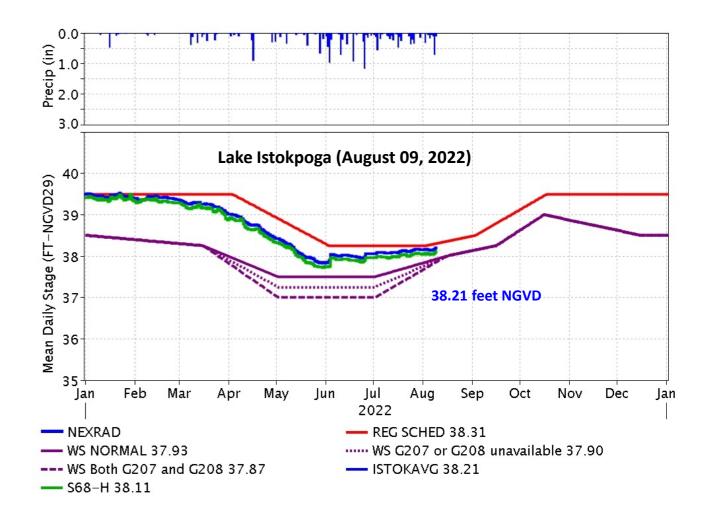
- PTC1/pre-Alex in early June
- District-wide: near normal
- A few more 1" days in June
- Drier since then
- Upper Kissimmee and Lower Kissimmee below normal
- Above normal lower east coast

A Translation



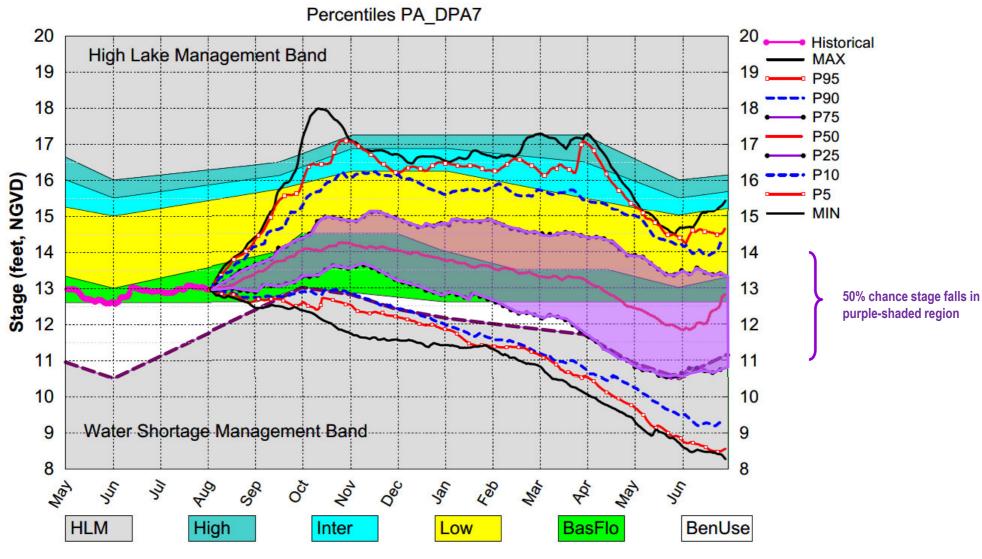
5 Presenter: John Mitnik





samuelgev

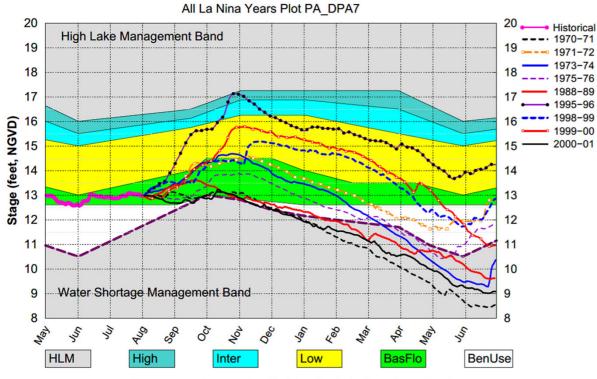
Lake Okeechobee SFWMM August 2022 Position Analysis



sammel gov

(See assumptions on the Position Analysis Results website)

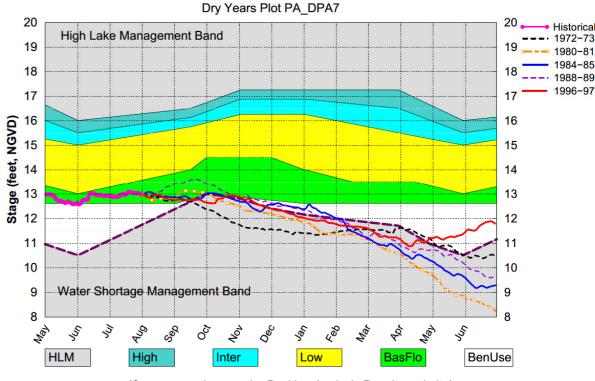
Lake Okeechobee SFWMM August 2022 Position Analysis



(See assumptions on the Position Analysis Results website)

Tue Aug 9 10:13:46 2022

Lake Okeechobee SFWMM August 2022 Position Analysis

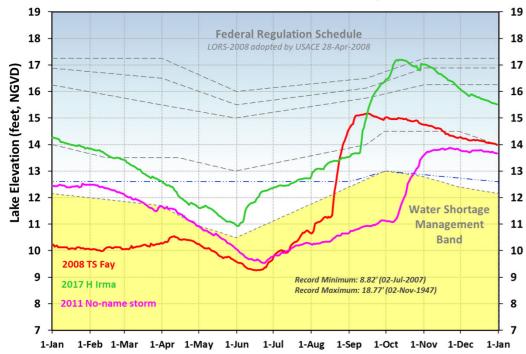


(See assumptions on the Position Analysis Results website)

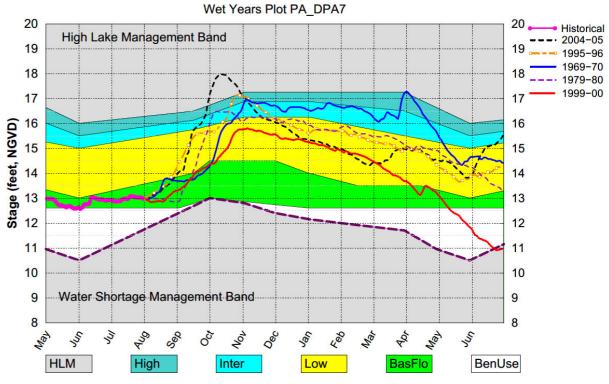
samuel gen

Tue Aug 9 10:13:38 2022

Lake Okeechobee Water Level Comparison



Lake Okeechobee SFWMM August 2022 Position Analysis

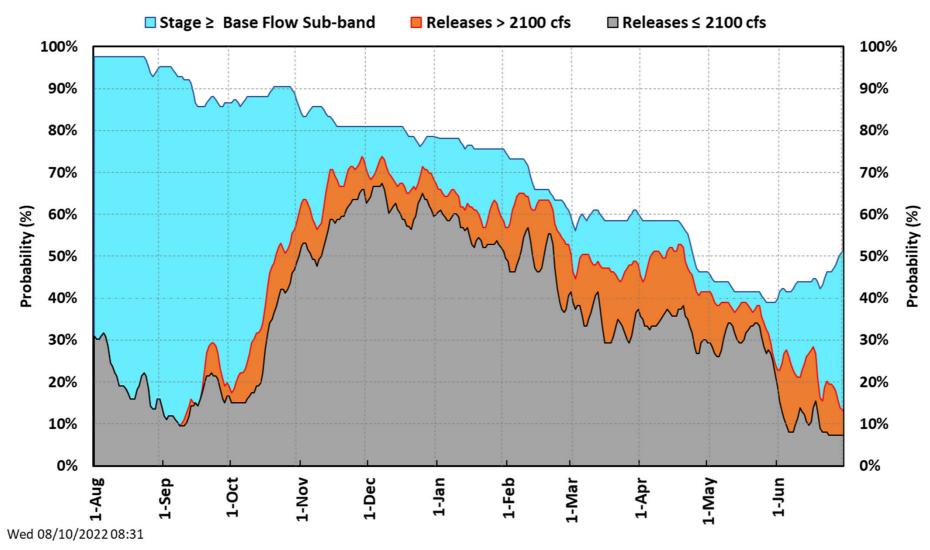


(See assumptions on the Position Analysis Results website)

sammel gov

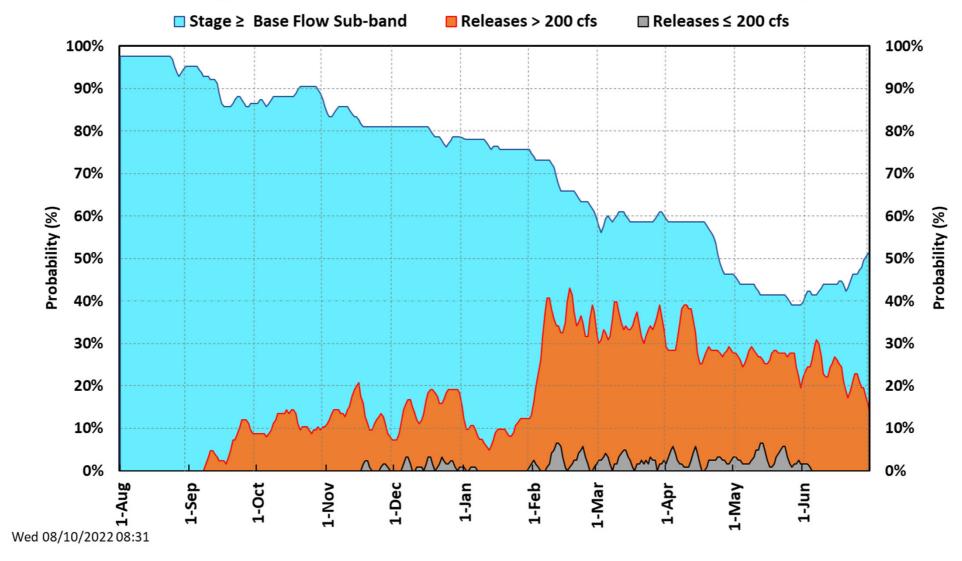
Tue Aug 9 10:13:42 2022

August 2022 PA - Likelihood of Releases to the Caloosahatchee Estuary



sammel gov

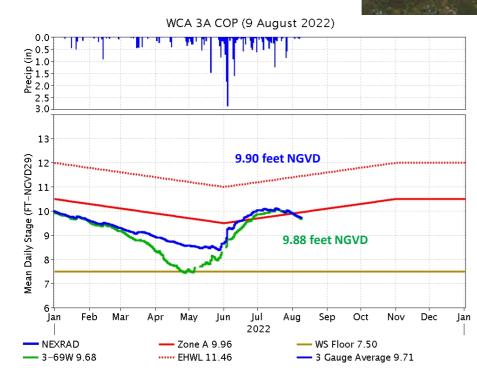
August 2022 PA - Likelihood of Releases to the St. Lucie Estuary

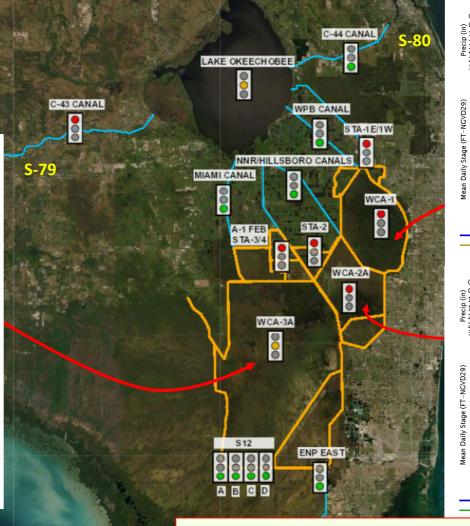


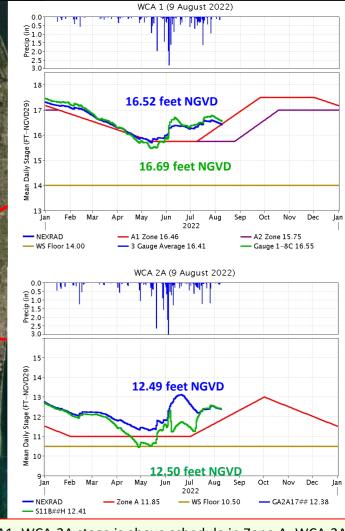
sammel gov



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



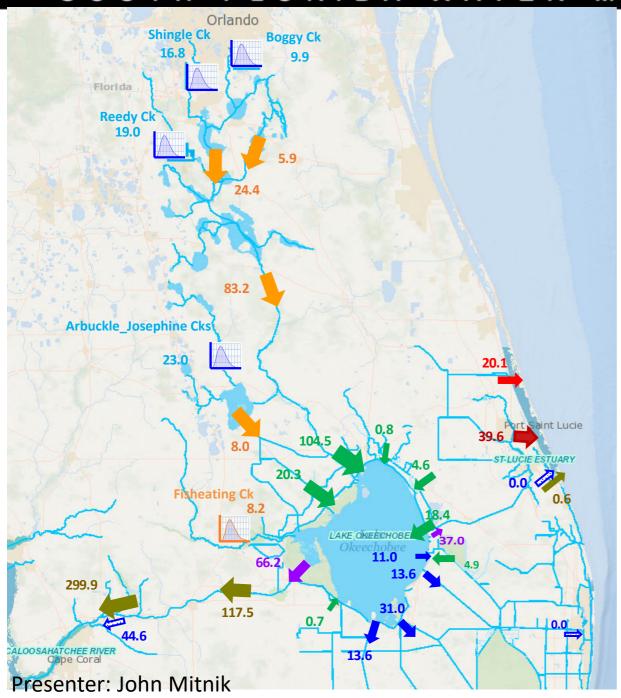




samuel gov

For this week, the Tamiami Trail Flow Formula calls for 1,757 cfs releases from WCA-3A, which is being delivered via S-333+S-333N+S-12C&D. Current L-29 stage constraint is at 8.5 feet NGVD. S-356 is pumping to maintain canal stages in the L-31N within 5.5-5.8 ft NGVD. Currently S-332D is pumping as needed and so are S-200 and S-199. S-18C is open and S-197 is closed. LPG-2 stage at 8.5 SMA is below ground. S-331 has been syphoning and S-357 pumping to maintain stages 5.0 to 5.5 ft NGVD.

WCA-1 stage is above schedule in Zone A1; WCA-2A stage is above schedule in Zone A; WCA-3A stage is below schedule in Zone B. Small opening at S-10s (140 cfs), closed by Aug. 3rd. S-11s (110 cfs) closed by Aug. 11th. S-12s C and D are open ~ 650 cfs. S-12s A&B were closed on Aug. 10th. S-333 and S-333N ~ 1,200 cfs. S-151 rebuild was complete; open for a while in July, currently closed. S-144, S-145 and S-146 opened July 18th to Aug 3rd. S-343 A and B (100 cfs) opened July 19th. S-344 opened June 23rd (90 cfs). S-343 A and B and S-344 were closed Aug. 3rd.



SFWMD – Selected Release Volumes for the Period May 1, 2022 to August 9, 2022

(volumes in 1,000 acre-feet)

		Volume	
Symbol	Description	(1,000 acre- feet)	
- ,		WYR to Date	Last Month
	Upper Kissimmee to Lower Kissimmee	83.2	3.6
-	Inflows to Lake Okeechobee (including Fisheating Creek)	162.4	25.6
	Lake Releases and Basin Runoff	300.5	56.6
	Lake Releases East and West	103.2	3.9
20,000,000	Lake Flood Control to Estuaries	44.6	1.9
	Total Lake Releases South	69.1	10.1
—	Releases to Indian River Lagoon	20.1	5.1
\rightarrow	Upper East Coast discharges to St. Lucie Estuary	39.6	9.3
	Uncontrolled flows - Creeks (does not include Fisheating Creek)	68.7	32.0

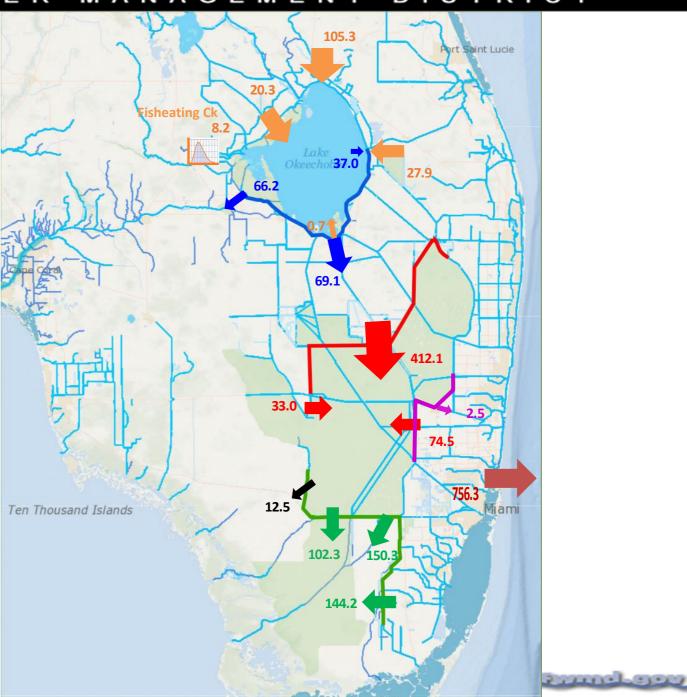
sammel gov

1,000 acre-feet = 325.9 Million Gallons

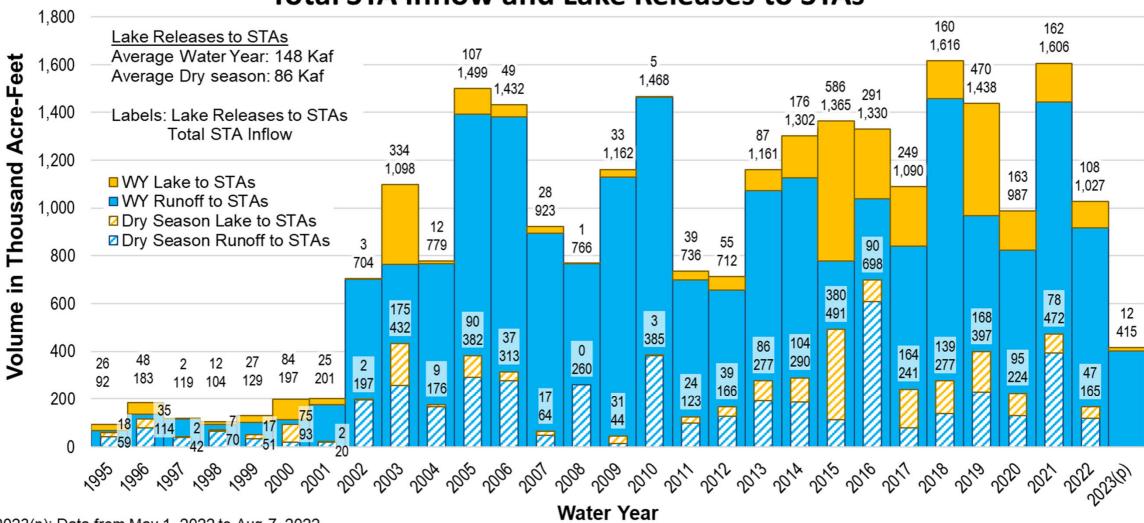
SFWMD -Volumes Flowing Down the System for the Period May 1, 2022 to August 9, 2022

(volumes in 1,000 acre-feet)

Symbol	Description	Volume (1,000 acre- feet)	
	Description	WYR 2022	Last Month
	Lake Okeechobee Inflows	162.4	25.6
	Lake Okeechobee Outflows	172.3	14.0
	WCAs Inflows	519.6	106.7
	ENP / Detention Cell Inflows	396.8	172.0
	WCAs to East	2.5	0.6
	Flows to Intracoastal	756.3	94.8



Total STA Inflow and Lake Releases to STAs



afrond-gov

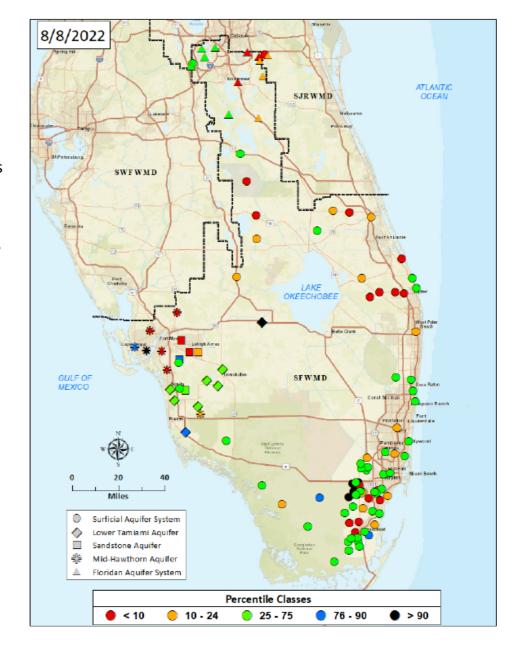
2023(p): Data from May 1, 2022 to Aug 7, 2022.

Status of Groundwater Conditions

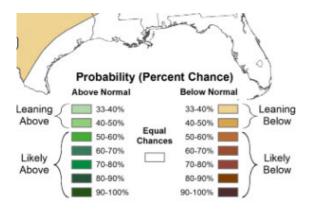
- In the Kissimmee Basin, surface water levels increased at all but one station, and groundwater levels increased at every station except for Floridan aquifer system well OSF-70R over the last seven days. About 60% of the Floridan aquifer wells in the Kissimmee Basin are in the lower percentile ranges.
- Groundwater and surface water levels decreased in the Upper East Coast over the last week. About 75% of the surficial aquifer wells in the Upper Kissimmee Basin and Upper East Coast are on the low side due to relatively low rainfall totals.
- Ninety percent of the LEC stations recorded decreasing water levels over the last seven days and some areas are in the lower percentile ranges, likely due to recent low rainfall totals. About 70% of the surficial aquifer system/Biscayne aquifer wells in the Lower East Coast (LEC) are in the median or higher percentile ranges for this time of year.
- In the Lower West Coast, about two-thirds of the groundwater stations increased over the last week. About 80 percent of the surficial aquifer system wells and all the Lower Tamiami aquifer wells are at median levels or higher for this time of year, with the remainder in the lower percentile ranges. 60 percent of the Sandstone aquifer wells are in the lower percentile ranges and 70 percent of the Mid-Hawthorn aquifer wells are in the lower percentile ranges.

Map showing a statistical comparison between current groundwater levels and groundwater levels for this time last year :

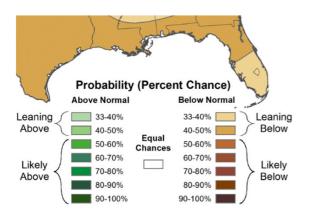
- Each colored symbol represents a monitoring well that continuously records groundwater levels.
- Color coding represents a statistical comparison of current water levels to historical water levels for this time of the and the percentile rankings are based on monthly long-term groundwater level averages. The red symbols represents water levels that are in the lowest 10th percentile range, orange 10th to 24th percentile range, green the median range, blue is the 76th to 90th percentile range and black shows those stations about the 90th percentile range.



CPC Precipitation Outlook for South Florida

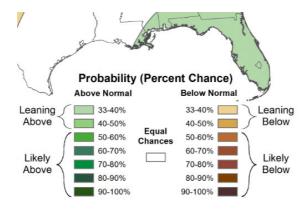


Aug 2022

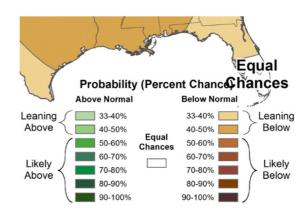


Dec 2022 – Feb 2023

Presenter: John Mitnik



Aug 2022 – Oct 2022



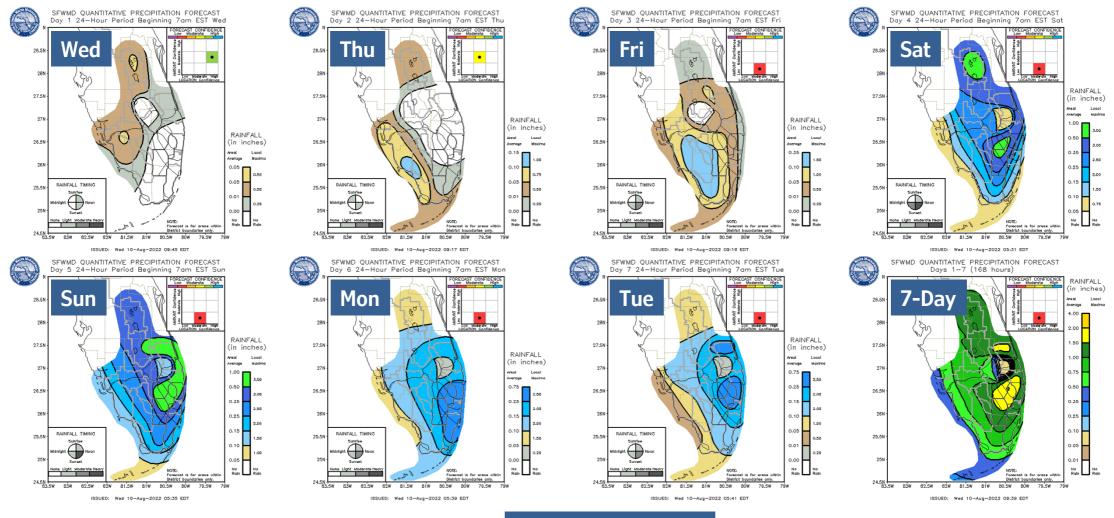
Oct 2022 – Dec 2022

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

Last update issued: July 31, 2022

Samuel Com

Short-, Medium-, & Extended-Range Outlooks



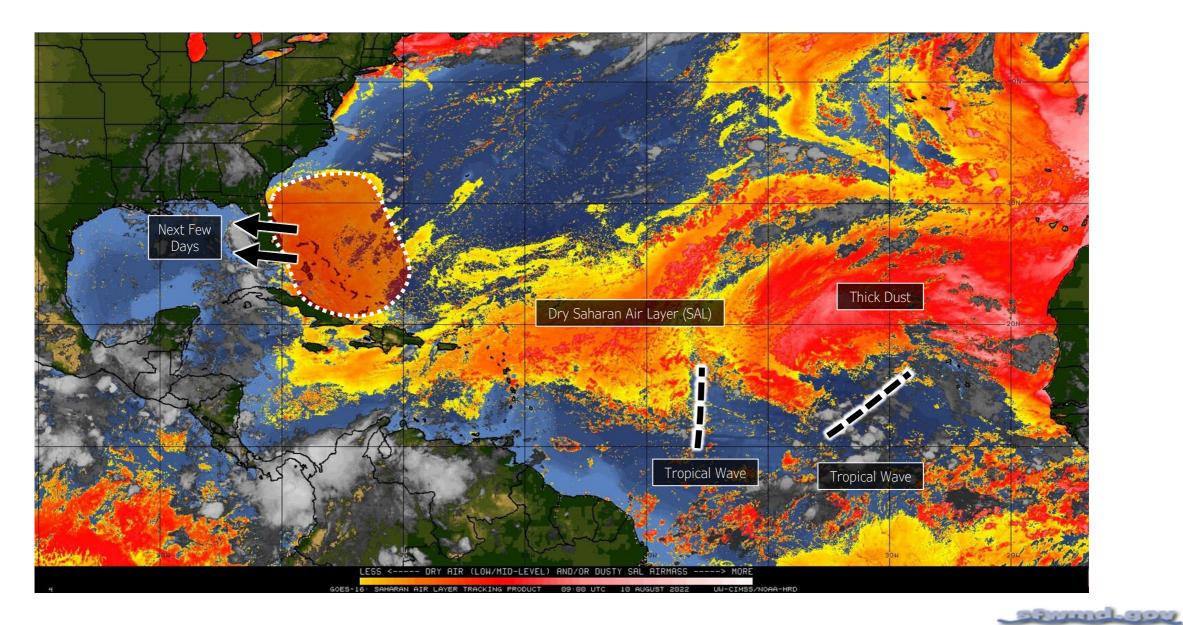
Weekly Summary

armel-gen

Week 1 (Historical Avg: 1.70"): Much below average

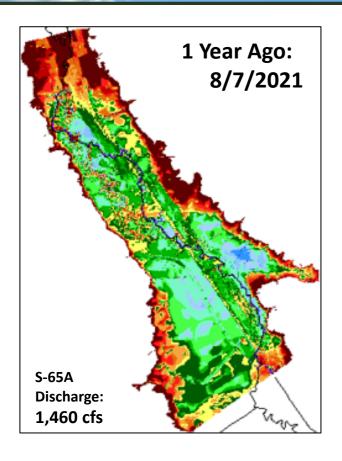
Week 2 (Historical Avg: 1.90"): Near-to-below average

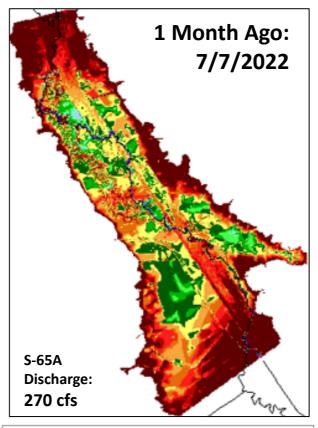
Current Conditions (Dust Concentration Shaded)

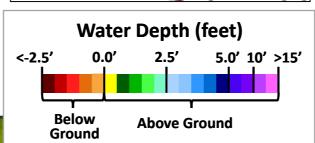


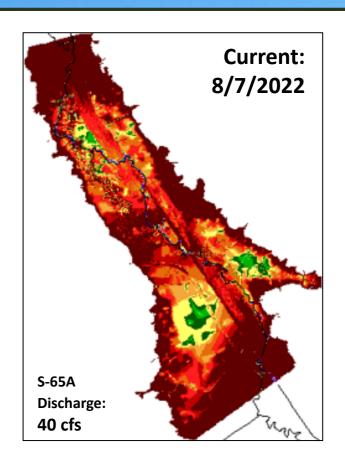


Kissimmee River (Phase I) Floodplain Water Depth Maps

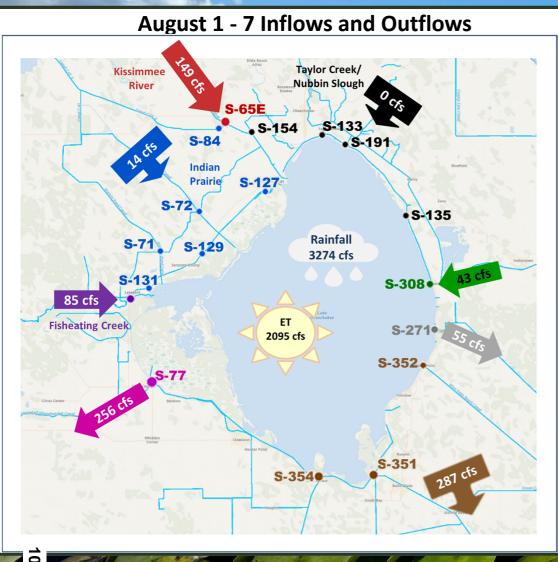


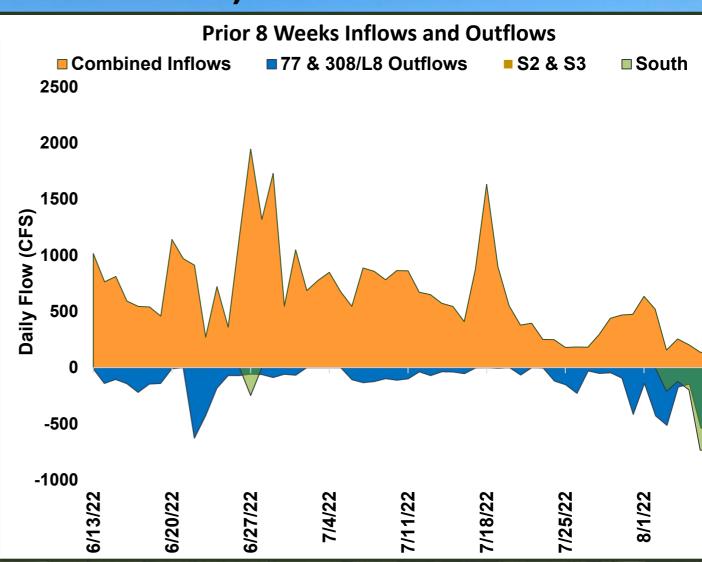




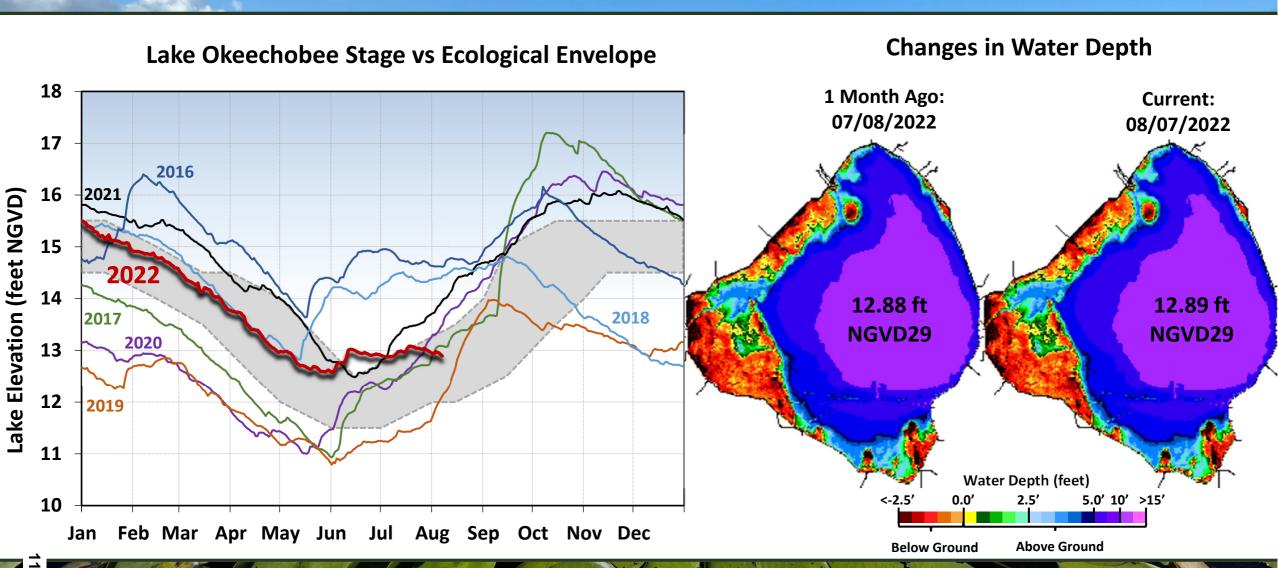


Lake Okeechobee Hydrology (*Provisional Data)





Ecological Envelope and Water Depths



Lake Okeechobee Cyanobacteria Bloom Potential

5353 5354 5355 Lake Okeechobee Lake Okeechobee Lake Okeechobee August 8, 2020 August 7, 2022 August 8, 2021 NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT NOAA cyanobacteria product derived from Copernicus Sentinel-3 OLCI data from EUMETSAT Estimated Bloom Potential Estimated Bloom Potential **Estimated Bloom Potentia**

QRDD# | daredfwhuld#surgxfw#ghulyhg#irp #Frshuqlfxv#Vhqwlqha66#RFOI#gdwd#irp #IXPHWVDW

Lake Okeechobee April Water Quality *Provisional Data*

		1			
				Collection Date:	July 19-20, 2022
Sta	ation	CHLa (ug/L)	TOXIN (ug/L)	TAXA	Station
FE	BIN	Р	BDL	Microcys	L001
FEE	BOUT	Р	0.5	Microcys	L004
KIS	SR0.0	36.0	BDL	mixed	L006
L	005	31.0	0.3	Micro/Plank	L007
l	.Z2	61.2	BDL	mixed	L008
KB	ARSE	45.0	1.2	Microcys	LZ30
RIT	TAE2	20.5	BDL	Microcys	LZ40
PEL	BAY3	19.2	BDL	mixed	CLV10A
PO	LE3S	22.0	BDL	Microcys	NCENTER
LZ	25A	7.9	BDL	mixed	collected July 25, 20
PALI	MOUT	24.1	BDL	Microcys	S308C
PALN	ИOUT1	8.3	BDL	mixed	S77
PALN	лоuт2	5.6	BDL	Microcys	> SFWMD cons
PALN	MOUT3	12.4	BDL	mixed	algal bloom
POL	ESOUT	21.7	0.4	Microcys	BDL – BelowND – No Don
POLE	SOUT1	35.6	0.4	Microcys	➤ P – Pending
POLE	SOUT2	29.4	0.3	Microcys	➤ NS – Not San
POLE	SOUT3	30.0	0.7	Microcys	Station boldChlorophyll a
EAST	SHORE	49.0	1.3	Microcys	Toxin and Ta
NE خـ	S135	44.8	1.2	Microcys	Microcys = N Planktol = Pla
					FIGURIOI – PI

58.7

BDL

mixed

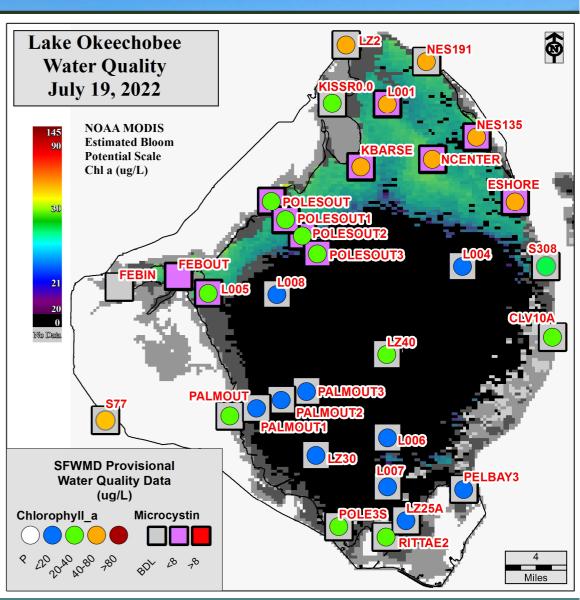
NES191

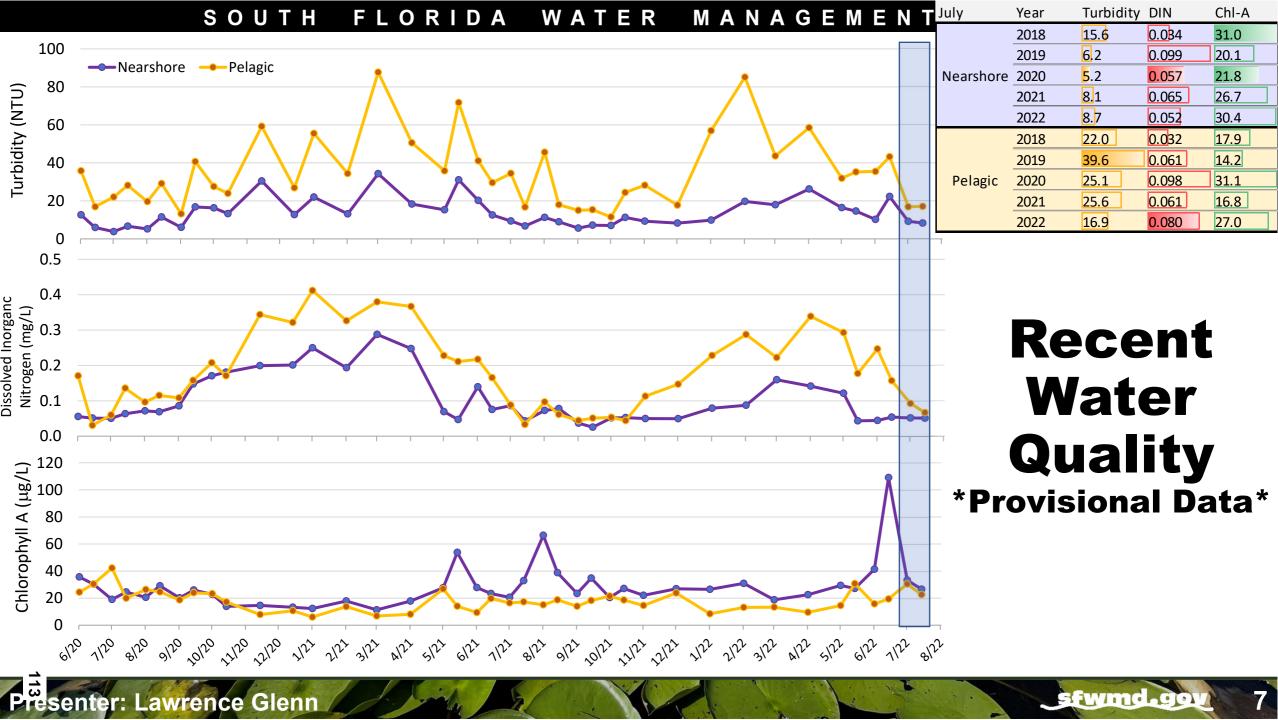
Station	CHLa (ug/L)	TOXIN (ug/L)	TAXA
L001	45.4	1.5	Microcys
L004	16.3	BDL	Microcys
L006	17.5	BDL	mixed
L007	19.4	BDL	mixed
L008	15.9	BDL	Microcys
LZ30	13.9	BDL	Microcys
LZ40	27.9	BDL	mixed
CLV10A	27.9	BDL	Microcys
NCENTER	75.8	2.8	Microcys

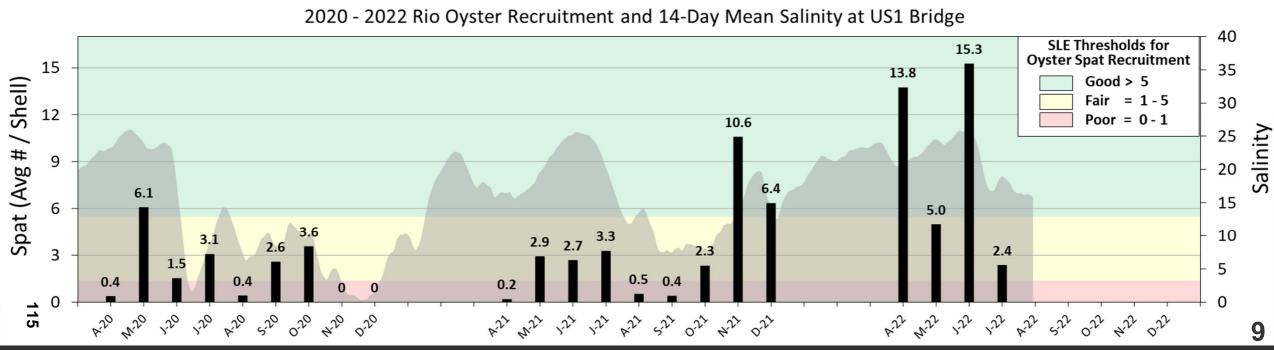
collected July 25, 2022			
S308C	22.8	BDL	Microcys
S77	47.8	BDL	Microcys

- \triangleright SFWMD considers >40 µg/L Chlorophyll α (Chl α) 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; Cylindro = Cylindrospermopsis; Planktol = Planktolyngbya; Dolicho = Dolichospermum

Presenter: Lawrence Glenn







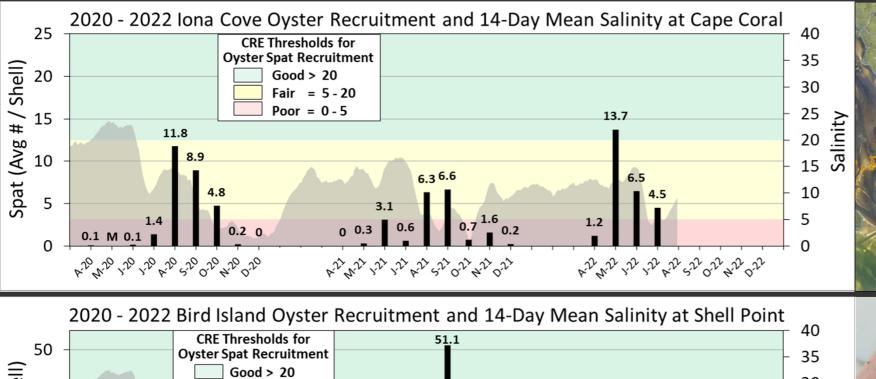
OF MEXICO

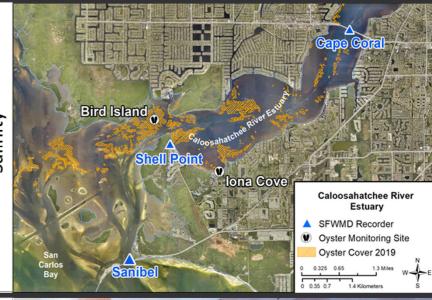
Aug-21

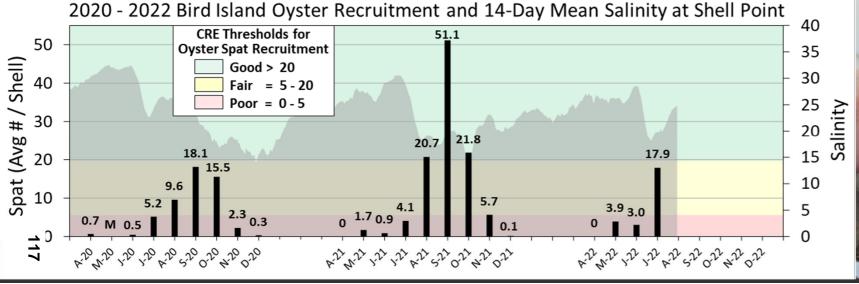
Presenter: Lawrence Glenn

18

Caloosahatchee Estuary - Oyster Recruitment







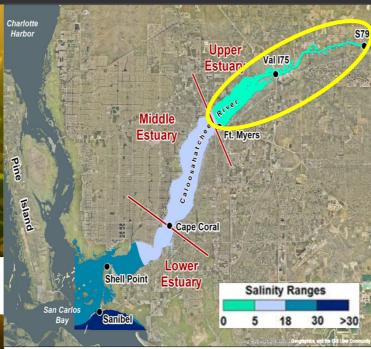


Caloosahatchee Estuary - Vallisneria americana



Caged plantings





Vallisineria americana

- Salinity 0-5: ideal for maximizing growth

RECOVER PM – Flow Targets

- 252 of last 365 days (68%) have been in optimum range (750-2100 cfs)
- Salinity below 5 all year



Free growing plants



Everglades Stormwater Treatment Areas (STAs)

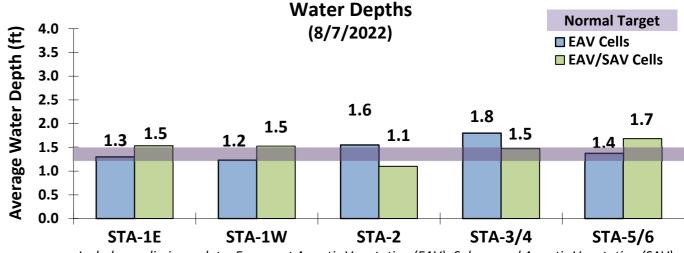
STAs treated basin runoff in July

- Total WY2023 inflows to STAs (5/1/2022 to 8/7/2022): ~415,000 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

Water Year 2023 5/1/2022 to 8/7/2022

	STA-1E	STA-1W	STA-2	STA-3/4	STA-5/6
Inflow TP Concentration (ppb)	108	189	126	82	211
Outflow TP Concentration (ppb)	23	24	33	15	52
365-day Phosphorus Loading Rate (g/m²/yr)	2.6	0.3	0.7	0.8	0.9
Inflow Volume (ac-ft)	68,200	44,700	128,500	152,600	20,900

Includes preliminary data; all concentrations are flow-weighted means

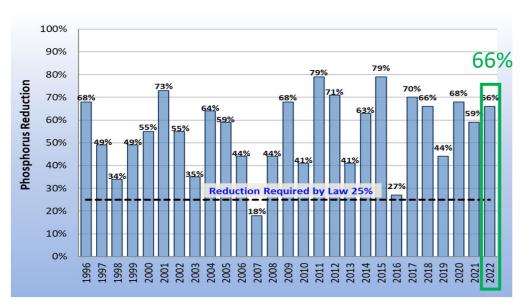


Includes preliminary data; Emergent Aquatic Vegetation (EAV); Submerged Aquatic Vegetation (SAV)

Everglades Agricultural Area Basin Source Control Program

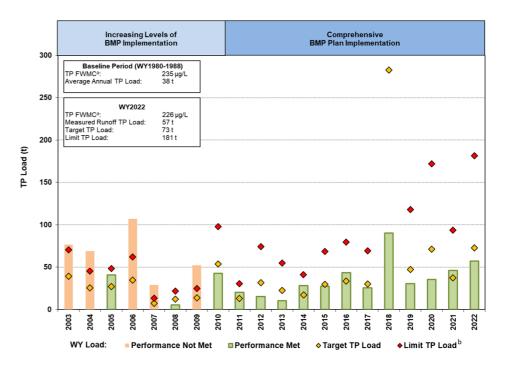
EAA Basin Monitoring & Performance Results

The SFWMD monitors Basin discharges to collectively quantify TP loads from the EAA Basin. The TP load for the current Water Year is compared to a period before the BMP Program to determine compliance with the 25% reduction requirement. The Rule adopted compliance methodology is a 2-part test to account for statistical uncertainty. For example, if the 25% reduction is not met in a single year, the basin is considered to have achieved the expected performance level unless it is exceeded for three consecutive years.



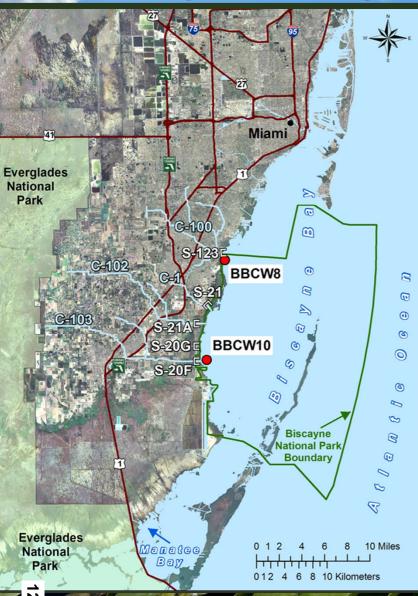
^{*}Water year 2007 phosphorus reduction was below 25%, however due to the 2-part test, the EAA Basin was in compliance.

C-139 Basin Monitoring & Performance

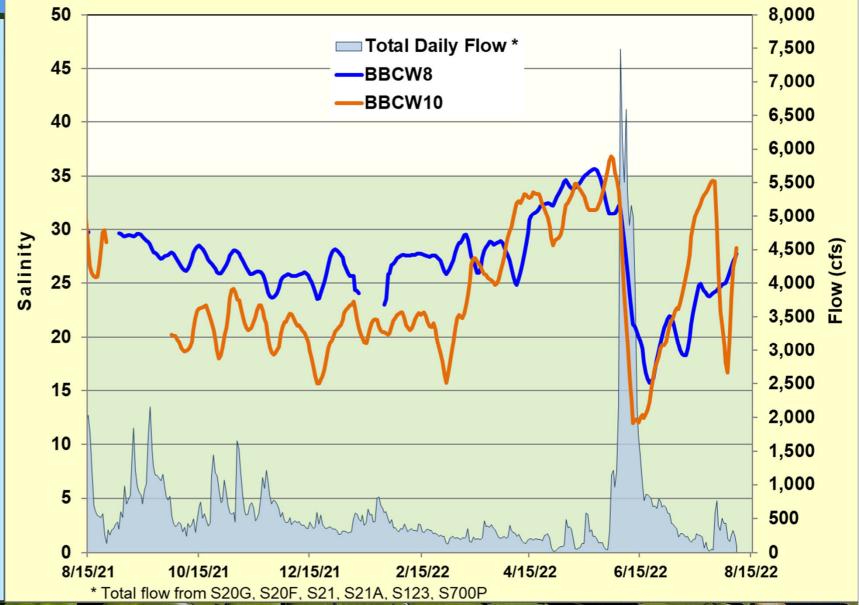


- a. TP FWMC calculated based on the measured TP load and the C-139 Basin outflow.
- b. WY2018 limit TP load off-scale.

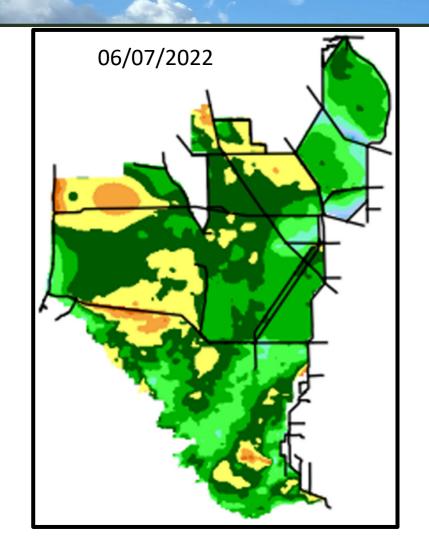
Biscayne Bay

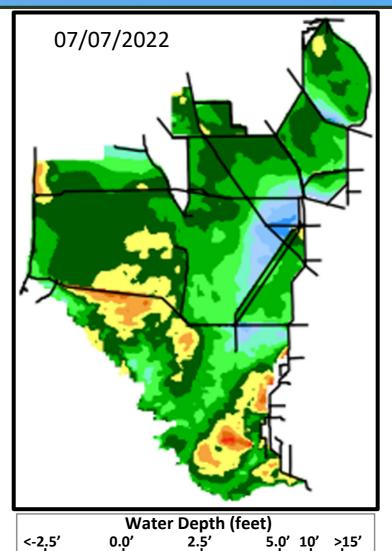


Seven Day Mean Salinity (BBCW8 & BBCW10) & Total Daily Flow



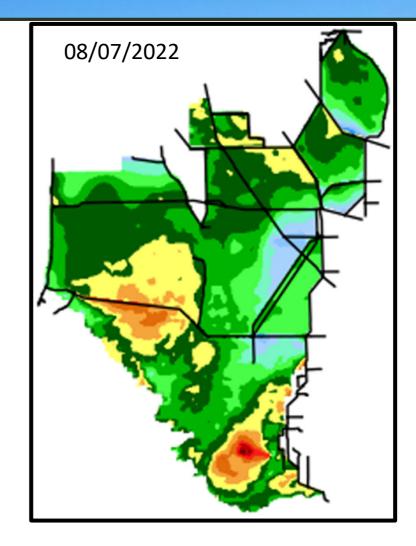
Everglades Water Depth Maps



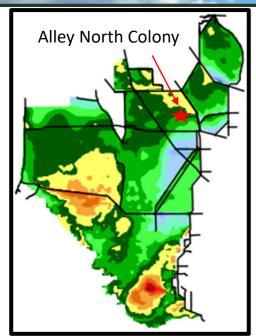


Above Ground

Below Ground

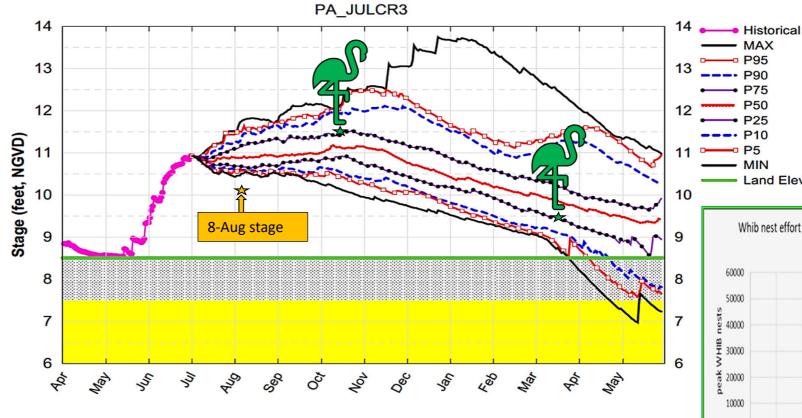


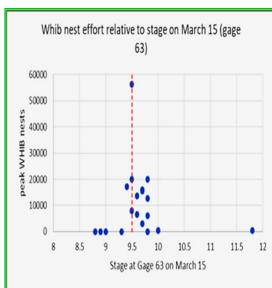
Water Levels in Northeast WCA-3A





3A-3 Gage SFWMM July 2022 Position Analysis



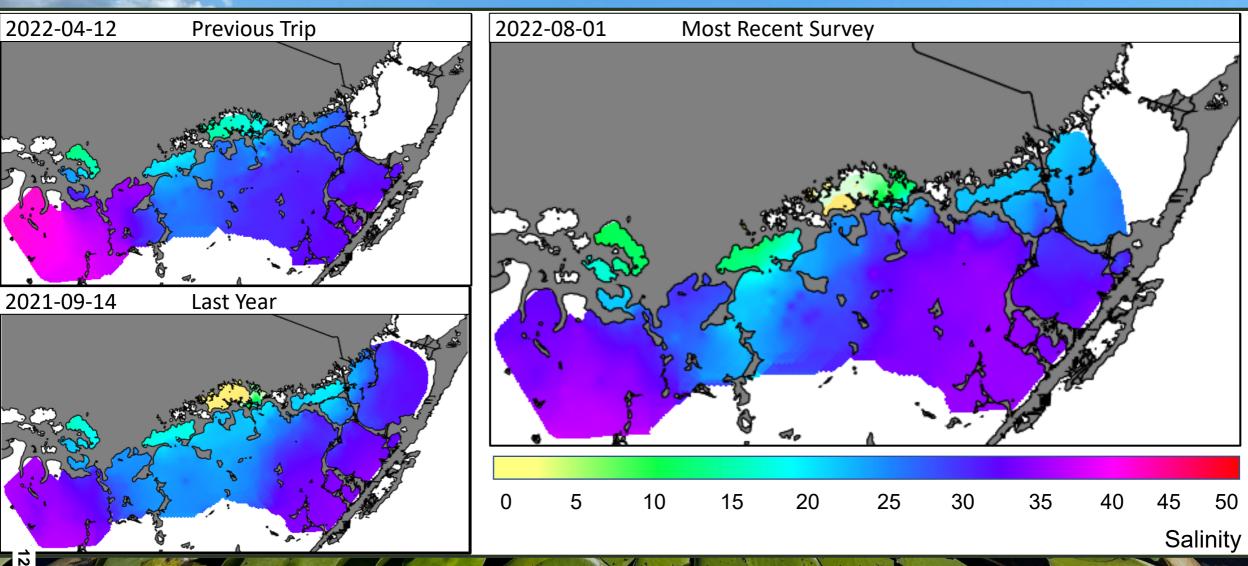


- MAX - P95

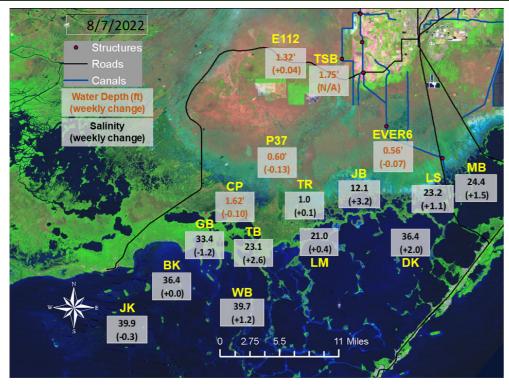
-- P10

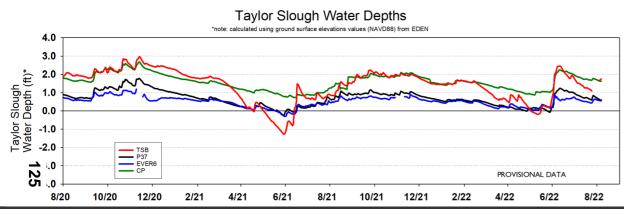
Land Elev.

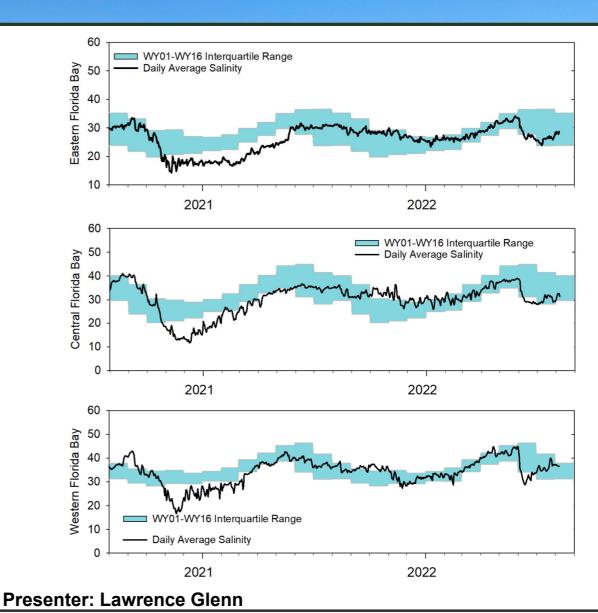
Florida Bay Salinity



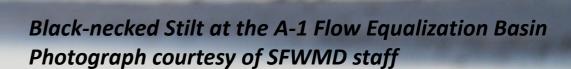
Taylor Slough Stages and Florida Bay Salinity





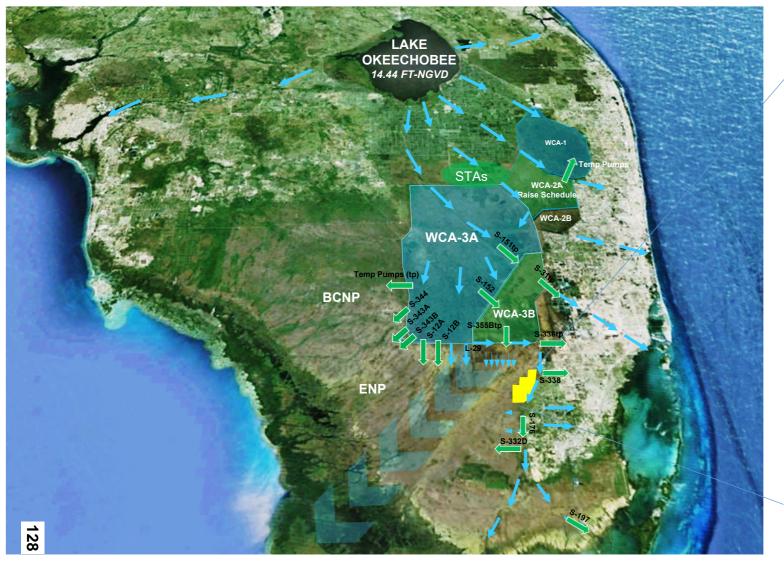


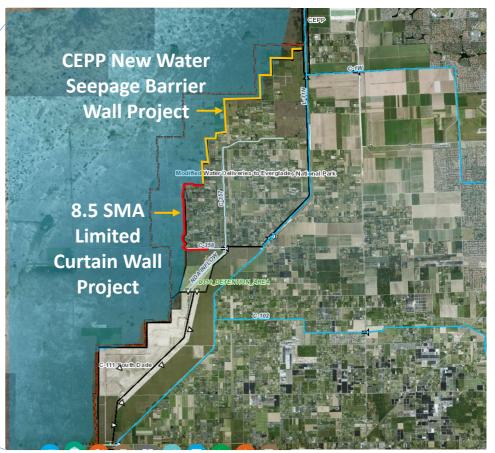
Questions





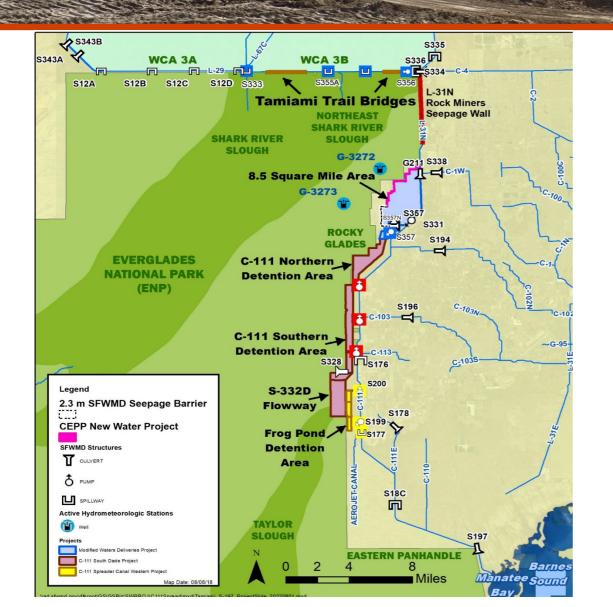
Location

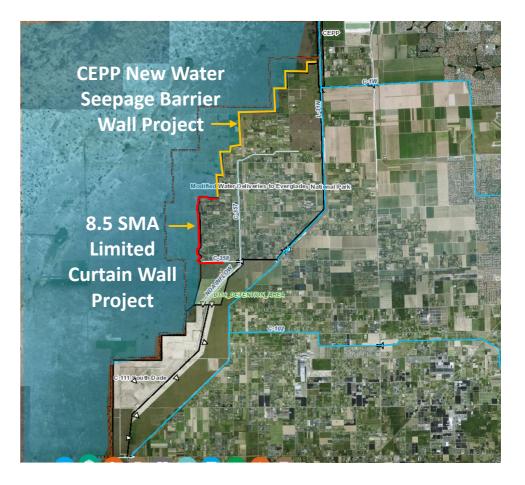




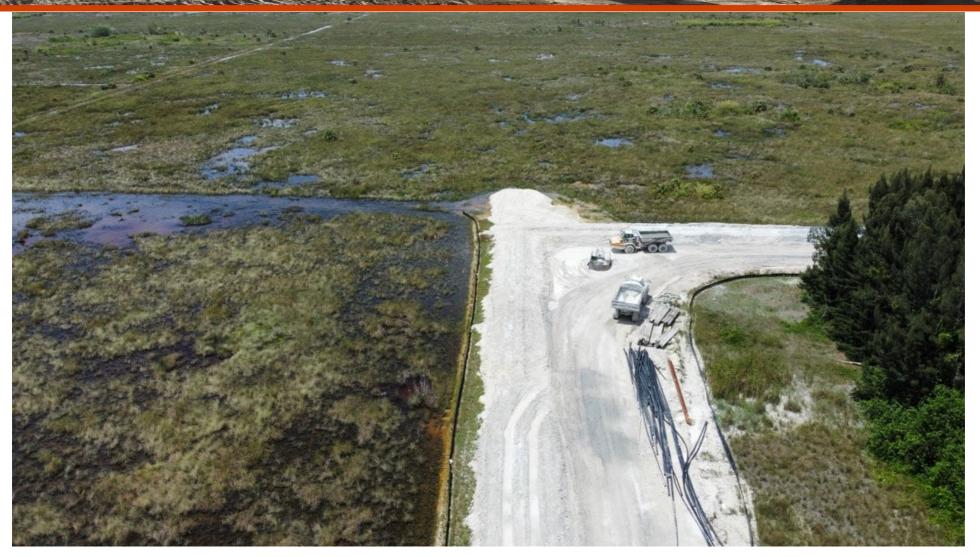
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Context





8.5 SMA Limited Curtain Wall is working



8.5 SMA Limited Curtain Wall - Update



Wall Start: Station 1887+00

Wall Stop: Station 2000+90

Wall complete: 11,390 feet (93.75%)

Wall Remaining: 760 feet (6.25%)

Project Completion: Early Sept 2022

Project Cost: \$14,218,574.45

Paid to Date: \$12,338,102.50

Remaining: \$1,041,028.75

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

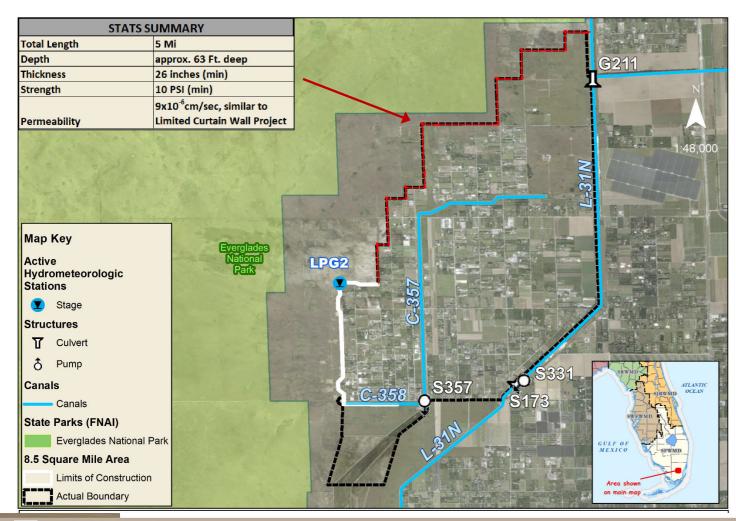








CEPP Seepage Barrier Wall



Total Wall Length: 5 miles

Wall Depth: Approx. 63 feet deep

Wall Width: 26-30 inch

Project Duration: 24 months

Project Completion: October 2024

Bid Range: \$42,258,301 - 42,592,510



CB Wall Material

Bid Summary

- > RFB Advertised: May 25,2022
- ➤ Bid Opening: <u>July 7, 2022</u>
- ➤ Number of Bids Received: <u>02</u>
- ➢ Bid Range: \$42,258,301 − 42,592,510
- > Engineer's Estimate: \$40,375,000.00 -\$ \$44,625,000.00

USACE Documents Needed for Credit and Construction

- > Validation Report for CEPP Seepage Barrier Wall Project
 - Draft to USACE South Atlantic Division for review August 5, 2022
- Environmental Assessment (public review for 30 days)
 - USACE plans to release week of August 8, 2022
 - > 408 Permit Anticipated October 21, 2022
- > Pre-Project Credit Agreement Anticipated October 21, 2022

Resolution

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 790day contract with Geo-Solutions, Inc., the lowest responsive and responsible bidder, for the CEPP New Water Seepage Barrier Wall Project, in the amount of \$42,258,301 for which \$100,000 in dedicated funds (Everglades Trust Fund and Land Acquisition Trust Fund) and Ad Valorem funds are budgeted and the remainder is subject to Governing Board approval of future years budgets. (Contract No. 4600004637)

Item #21 - Public Comment submitted by Charles LaPradd

Byrd, Rosie

From: LaPradd, Charles (RER) < Charles.LaPradd@miamidade.gov>

Sent: Wednesday, August 10, 2022 7:14 PM

To: Byrd, Rosie

Subject: Comment on agenda item 21 seepage barrier

You don't often get email from charles.lapradd@miamidade.gov. Learn why this is important

[Please remember, this is an external email]

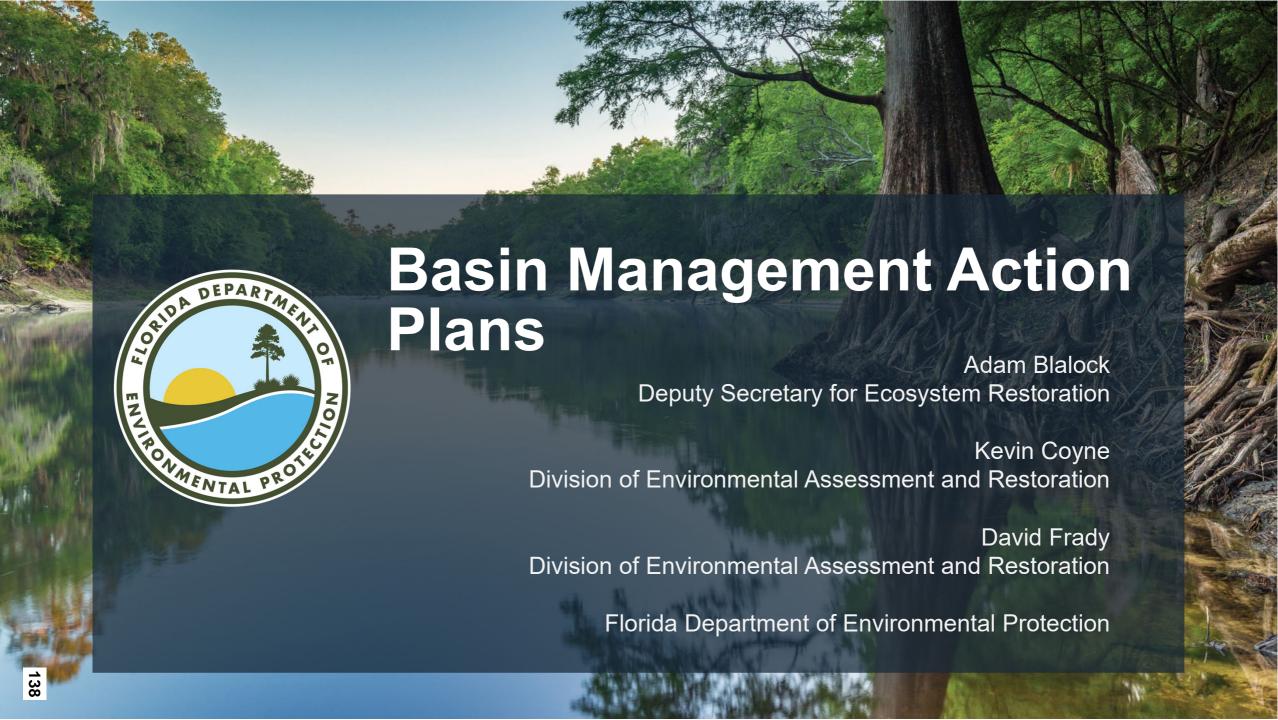
Governing Board Members

I support approval of agenda item 21 for the continuation of the seepage barrier project around the 8.5 square mile area. Current efforts have made great progress in the area.

Thank you

Charles LaPradd Agricultural Manager Miami-Dade County 305-971-5091

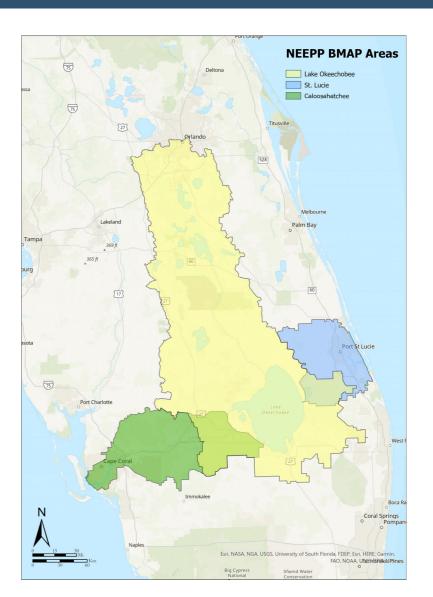
Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone Get Outlook for Android





NEEPP BMAPs

- Section 373.4595, F.S. NEEPP
 - Includes the Lake Okeechobee,
 Caloosahatchee and St. Lucie BMAPs.
 - Chapter 2016-1, Laws of Florida required 5-year updates to the BMAPs.
- Governor's Executive Order 19-12.
 - Required updates to BMAPs by January 2020.





BMAPs

- Building on the last discussion in October 2021.
- 5-year Reviews.
- Requirements of Clean Waterways Act.
- · Reporting.
- Unenrolled Ag Producer Enforcement.

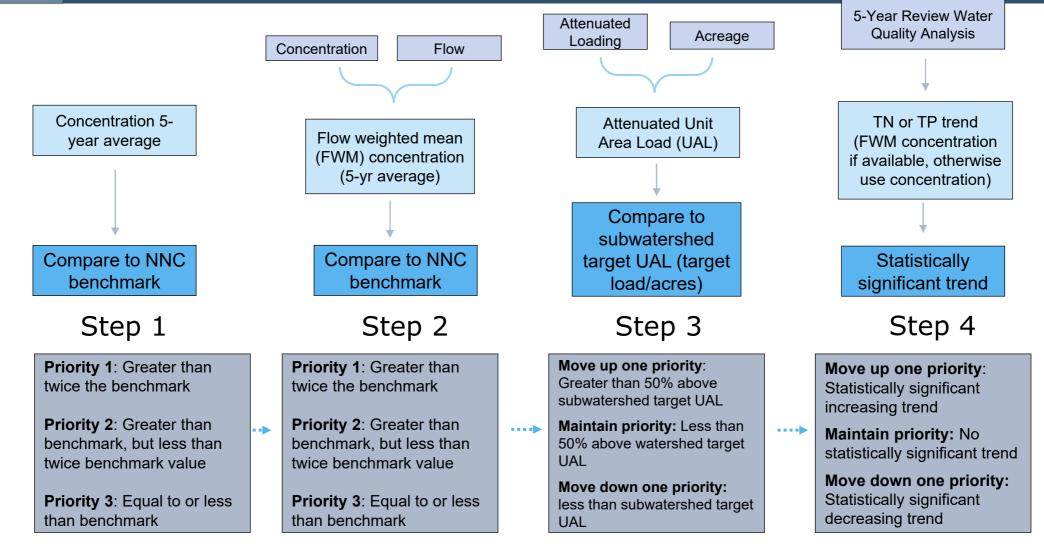


BMAPs

- BMAPs are adopted by DEP through a Secretarial Order.
- BMAP includes restoration projects/management strategies/research (and that list keeps growing).
- BMAPs are reviewed annually reported in the Statewide Annual Report (STAR).
- BMAPs updated ~ five years.
- More than 30 BMAPs currently in place and effective (primarily for nutrients and bacteria).

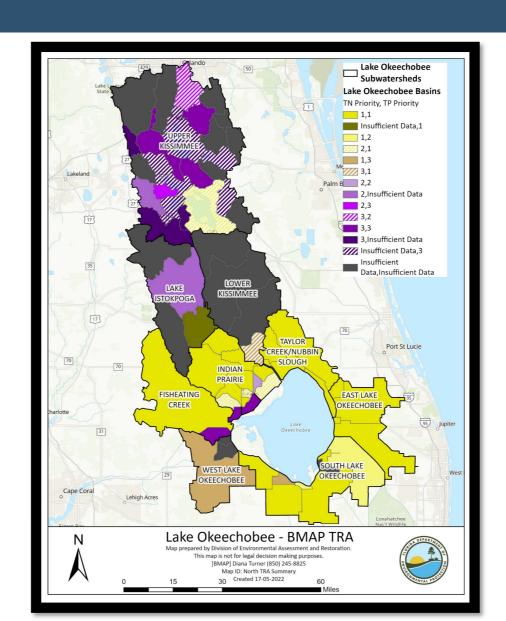


Targeted Restoration Areas (TRA)



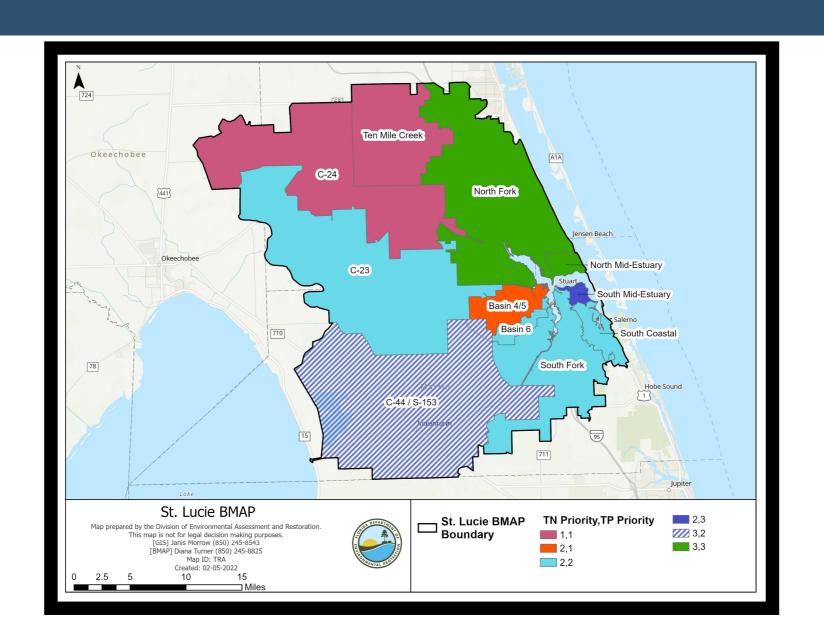


Lake Okeechobee BMAP



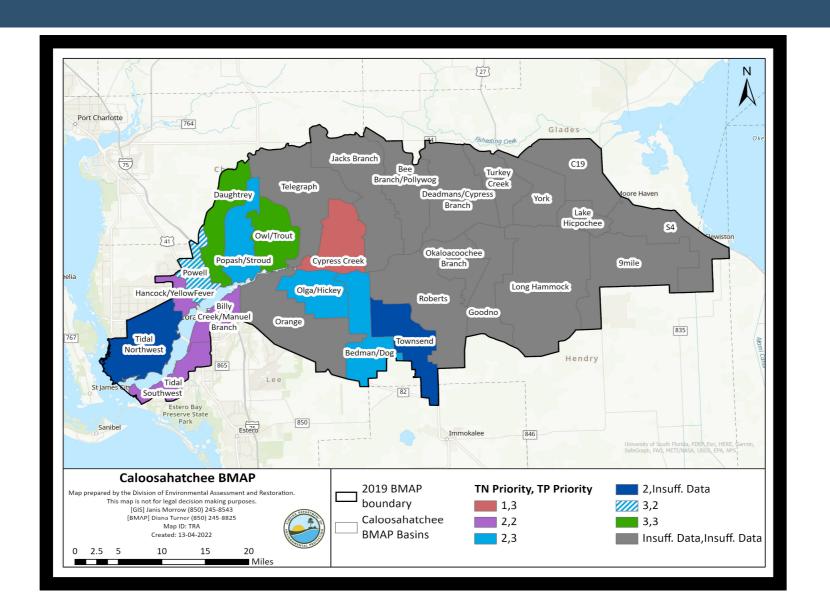


St. Lucie BMAP





Caloosahatchee BMAP

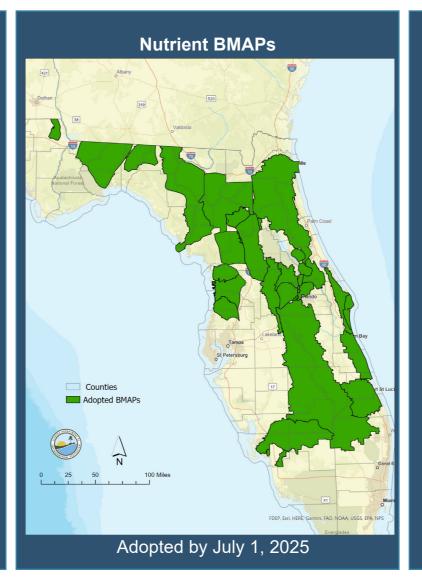




Clean Waterways Act

Wastewater Treatment Plans

- Inventory of WWTFs within jurisdiction of local governments.
- Summary of each facility's current status, which may include:
 - o Permitted capacity.
 - Average discharge.
 - o Permitted nutrient limits.
 - Average nutrient concentration.
 - o Estimated average nutrient load.
- Summary of capacity analysis for each facility
 - o Including plans for future growth.
- Ranking or list of facility upgrades needed to meet requirements.
- Timelines/milestones for all projects.
- · Funding estimates for all projects.



OSTDS Remediation Plans

- Inventory of OSTDS within jurisdiction of local governments
- Plan to address OSTDS in the future
 - Areas for sewering and/or enhancements & prioritization of those areas.
 - Summary of capacity

 analysis for wastewater
 facilities that would accept
 newly sewered areas.
 - Timelines/milestones for projects.
 - Funding estimates for all projects.
 - Future growth considerations.



WWTP Limits

Table 19. TP effluent limits

mgd = Million gallons per day

Permitted Average Daily Flow (mgd)	TP Concentration Limits for Direct Surface Discharge (mg/L)	TP Concentration Limits for RRLA Effluent Disposal System (mg/L)	TP Concentration Limits for All Other Disposal Methods, Including Reuse (mg/L)
Greater than or equal to 0.5	1	1	6
Less than 0.5 and greater than or equal to 0.1	1	3	6
Less than 0.1	6	6	6

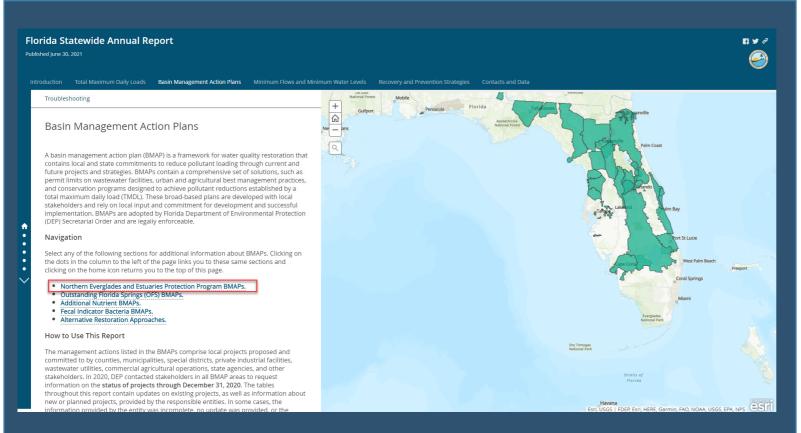
Table 20. TN effluent limits

mgd = Million gallons per day

Permitted Average Daily Flow (mgd)	TN Concentration Limits for Direct Surface Discharge (mg/L)	TN Concentration Limits for RRLA Effluent Disposal System (mg/L)	TN Concentration Limits for All Other Disposal Methods, Including Reuse (mg/L)
Greater than or equal to 0.5	3	3	10
Less than 0.5 and greater than or equal to 0.1	3	6	10
Less than 0.1	10	10	10

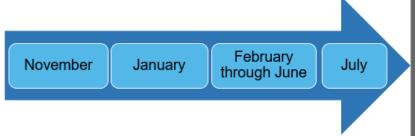


STAR Report



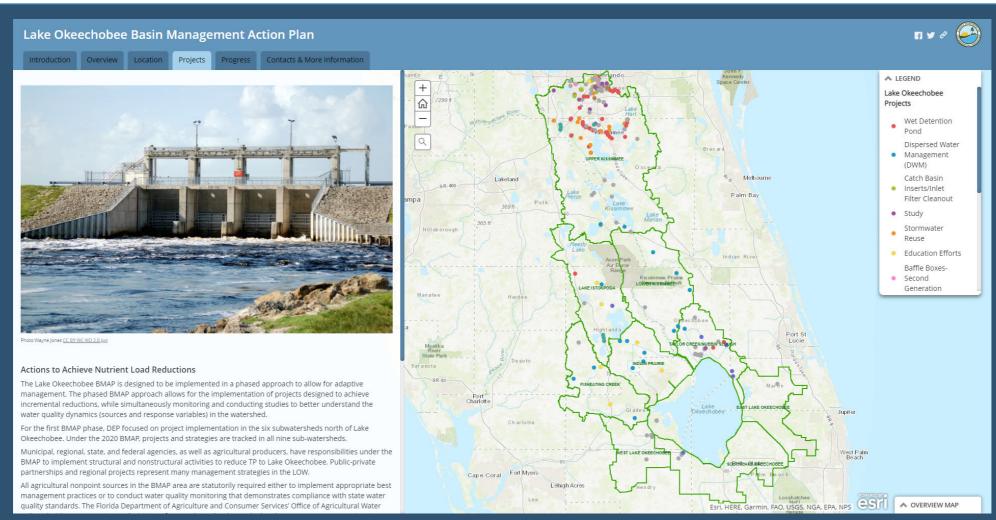
- Requirement under Section
 403.0675 Florida Statutes
 (F.S.) to provide an annual update to the Governor and Legislature.
- Reports on restoration projects and management strategies.
- This year is the 5th year reporting (more than 6,000 projects).

https://floridadep.gov/STAR





Status of Projects

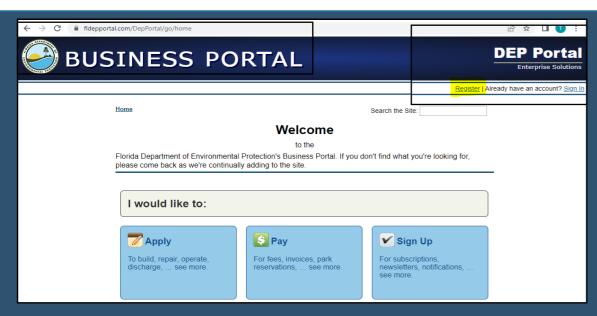


ttps://fdep.maps.arcgis.com/apps/MapSeries/index.html?appid=ac355a2b17224f7baae353bfa234cbac



BMAPs (Portal)

- STAR transitioning to full electronic reporting.
- Over 400 entities reporting projects.
- For STAR 2022, all entities will be required to use the portal to review and submit project updates.
- Plan to integrate with other DEP databases/programs.







Clean Waterways Act Requirements for Agricultural Producers

- Requires a wide range of water quality protection provisions aimed at minimizing impacts from known nutrient pollution sources, including agriculture.
- Requires agricultural producers on parcels within a BMAP to either:
 - Enroll in the FDACS Best Management Practices (BMP)
 Program; or
 - Conduct Water Quality Monitoring approved by DEP.



Clean Waterways Act Requirements for Agricultural Producers

- The law also requires FDACS to:
 - Conduct on-site implementation verification (IV) site visits on properties enrolled in the BMP program every two years.
 - Collect fertilizer data via the Nutrient Application Record Form (NARF).
 - o Identify agricultural parcels within a BMAP that are out of compliance and refer them to FDEP for enforcement.



Unenrolled Agricultural Producer Enforcement

FDACS
Identifies
noncompliant
producers

• The Florida Department of Agriculture and Consumer Services (FDACS) uses various database to identify parcels within a BMAP that may be agricultural operations.

refers noncompliant producers to FDEP for forceme After confirming agricultural activity and attempting to enroll the producer in the BMP program, FDACS refers non-compliant producers to FDEP for enforcement.

conducts
outreach and
engagement
to bring
producers
into

• It saves taxpayers money and is better for the environment to bring producers into compliance quickly through education and outreach efforts prior to taking formal enforcement action against small farmers.

FDEP
Initiates
enforcement
action

- If an agricultural producer fails to come into compliance, DEP initiates a civil suit to compel them to come into compliance.
- FDEP is prioritizing enforcement actions based on parcel size and impact to the environment.



Unenrolled Agricultural Producer Enforcement

- More than 84% of the unenrolled agricultural parcels identified by FDACS and referred to FDEP have been brought into compliance
 That is more than 85% of the total acres.
- There are no parcels greater than 100 acres out of compliance and the majority are smaller than 10 acres.
- Most parcels remaining out of compliance are less than 10 acres.
- FDEP is engaged in an ongoing campaign to educate landowners of their requirements and bring them into compliance quickly through additional outreach and on-site visits.

