CITY COUNCIL WORKSHOP

City of Indian Harbour Beach, Florida
Tuesday, February 10, 2026, at 5:30 PM
City Hall Council Chamber | 2055 South Patrick Drive

AGENDA

Mayor and City Council
Scott Nickle, Mayor
Adam Dyer, Deputy Mayor
Susan Ruimy, Council Member
David Nutt, Council Member
Neil Yorio, Council Member
Administration
John W. Coffey, ICMA-CM -City Manager
Karl Bohne — City Attorney
Nikki Gold — City Clerk

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION**
3. **ROLL CALL**
4. **EXCUSAL OF COUNCIL MEMBERS**
5. **ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY**
6. **PUBLIC COMMENTS**
7. **NEW BUSINESS**
   a. Discussion of future Muck Removal Project (Consensus Item)
8. **ADJOURN**

ALL PERSONS WISHING TO BE HEARD SHOULD APPEAR IN PERSON AT THESE HEARINGS OR SEND WRITTEN COMMENTS TO THE CITY CLERK. ALL PERSONS AND PARTIES ARE HEREBY ADVISED THAT IF THEY SHOULD DECIDE TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FSS 286.0105. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY CLERK AT 321-773-3181 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.

CITY COUNCIL
City of Indian Harbour Beach, Florida
Tuesday, February 10, 2026

AGENDA ITEM

Discussion of future Muck Removal Project (Consensus Item)

Cost: TBD

Attachments: 2022 Muck removal project overview

Staff Recommendation:

Consider receiving an update on the projected project cost and timeline from a Brevard County representative, and providing direction to staff.

Background Information:

The muck project (the Grand Canal and the finger canals) began approximately 10 years ago, with the following milestones:

- In 2016, a Bathymetric and muck survey began
- In 2019, the Brevard County Board of County Commissioners awarded a $9.1 million Save Our Indian River Lagoon (SOIRL) grant with a local match of $1,004,585.
- Design, engineering, and supplemental investigation occurred from circa 2019-2022.
- FDEP Permit No. 421328-001-EI was issued on October 6, 2023, and expires on October 6, 2028.
- In 2023, the U.S. Army Corps of Engineers issued permit No. SAJ-2021-00510 (NW – JDP) with the verification being valid until March 14, 2026.
- In 2024, the Cities of Indian Harbour Beach and Satellite Beach informally agreed to jointly bid out the two projects, with each City paying for its respective portions.
- In 2023, the Brevard County Board of County Commissioners extended the SOIRL Grant agreement through 2032.
- In 2024, Brevard County bid out a project along the Eau Gallie Causeway that

received one bid at $48 million (the original budget was $32 million). Based on the estimated cubic yards of muck to be removed, the City's muck removal project had a $29.5 million price tag. No work will be permitted during manatee season from November 15th to March 15th. Dredging of muck in the finger canals will stay 10 feet away from seawalls and docks and 30 feet away from the ends of the canals. The City of Satellite Beach offered to allow the eventual contractor to use its old Fire Department site for mobilization during Indian Harbour Beach's portion of the project.

- The Approved FY26-30 Five-Year Financial Model and Capital Improvement Plan contained a total of $12,650,000 in funding in FY29 and FY30, of which $3,534,585 is projected local match (future years' revenues). However, if significant property tax reform is passed by the voters in November, this local match will likely not be available. Likewise, if the project occurs sooner, the City will likely have only approximately $1,000,000 in local match unless other planned projects are canceled or deferred.

Ms. Jeanne Allen, Engineer 3 from the Brevard County Natural Resources Management Department, will be present at the workshop to provide updated information to the City Council and answer questions.

Mathers Bridge Area Muck Removal Project
Indian Harbour Beach and Satellite Beach Canals

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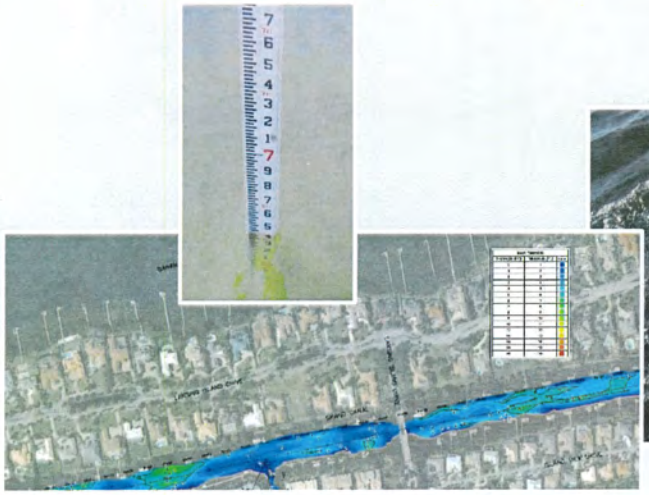
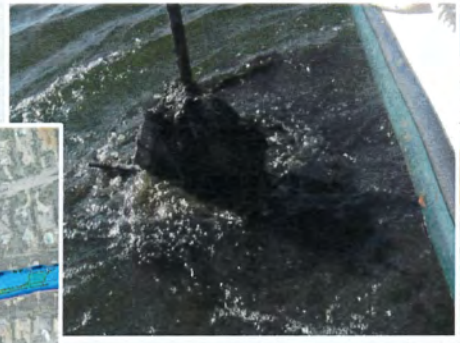
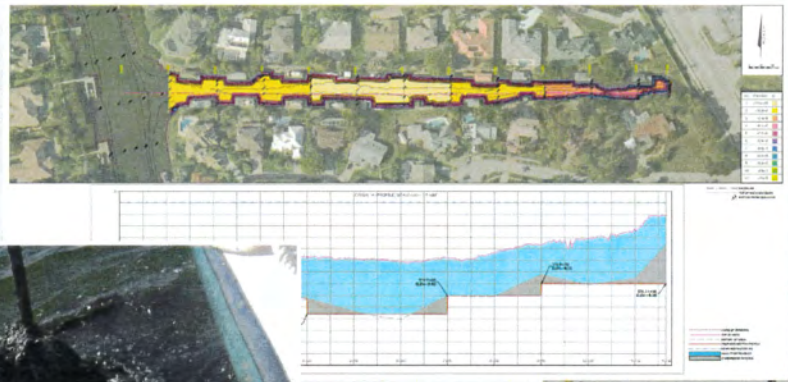
revard COUNTY

25 JANUARY 2022 – Indian Harbour Beach City Council Project Status Presentation

Project Timeline
Past – Present – Future







US Army Corps of Engineers

DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA

Initial Bathymetric and Muck Survey

Preliminary Design and Investigation

Full Design, Engineering, and Supplemental Investigation

Regulatory Permitting

Dredging, Dewatering, and Effluent Treatment Operations

2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

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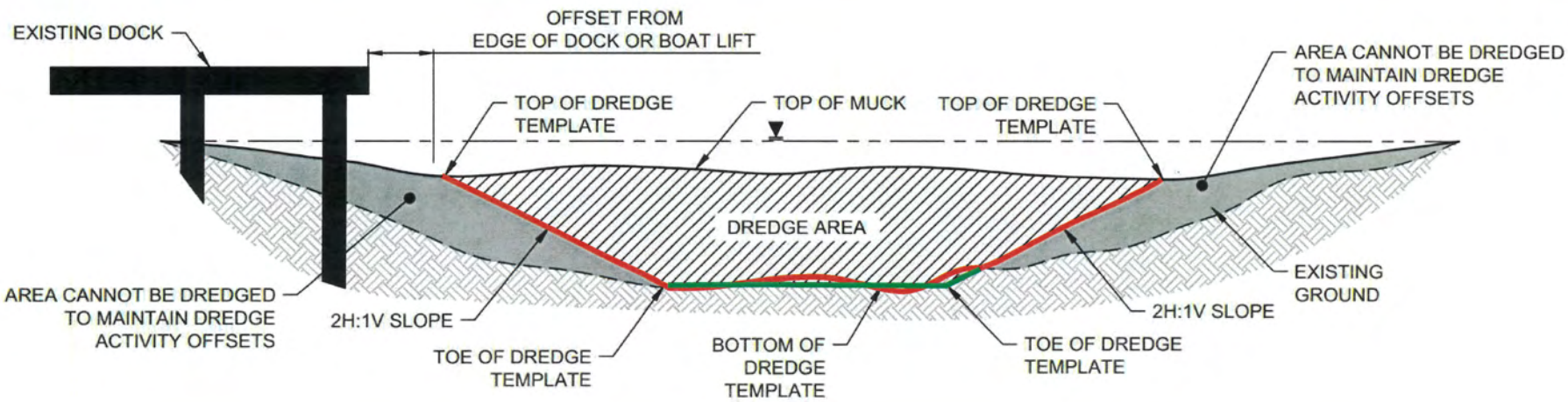
Approach – Contour vs. Trapezoidal



Contour Dredging

- Dredge limits follow the muck/sand interface
- Effectiveness is limited by survey accuracy
- Challenging for construction operations

Traditional Trapezoidal Section

- Flat bottom set based on typical muck/sand elevation
- Repeatable for future maintenance dredging
- Straight forward construction operations

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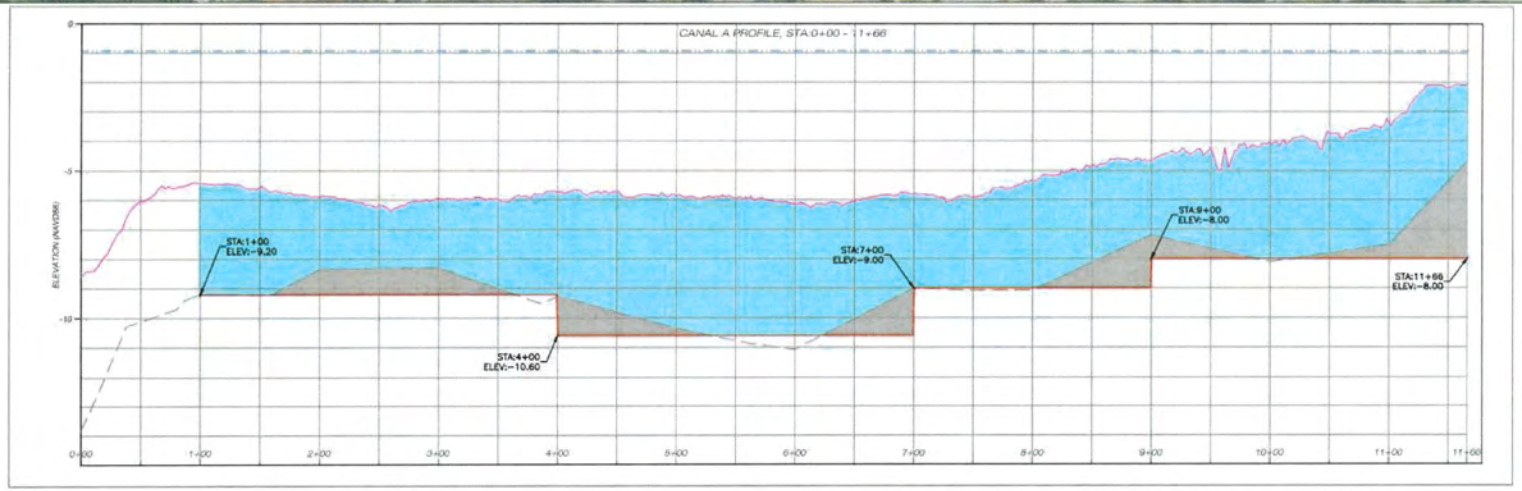

SHORELINE
TOP OF MUCK CONTOURS
BOTTOM PROBE ELEVATION

LIMITS OF DREDGING
TOP OF MUCK
BOTTOM OF MUCK
PROPOSED BOTTOM PROFILE
MEAN HIGH WATER LINE
MUCK TO BE REMOVED
OVERDREDGE MATERIAL

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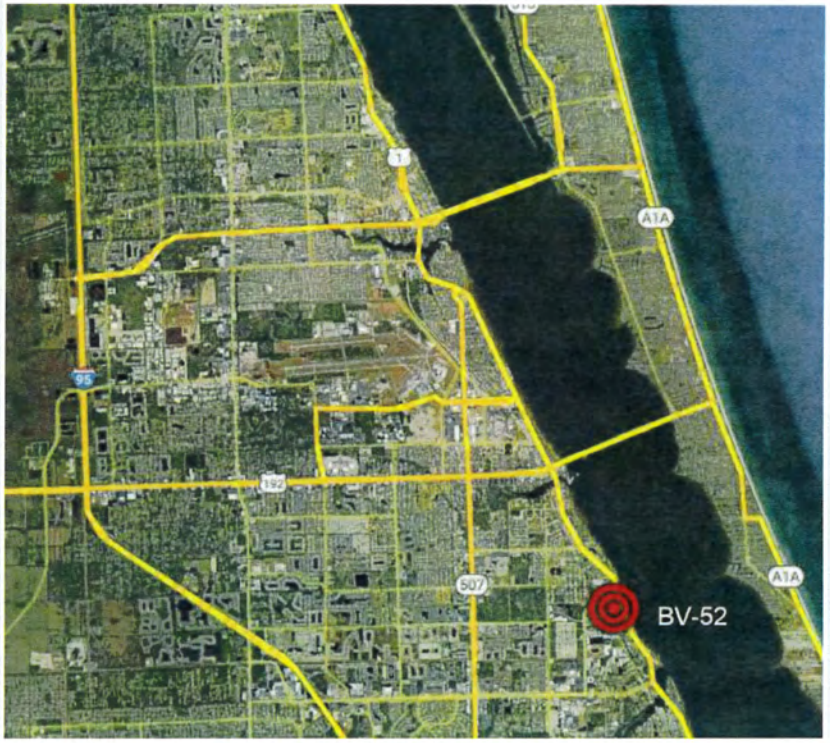
Dredge Material Management Area (DMMA)



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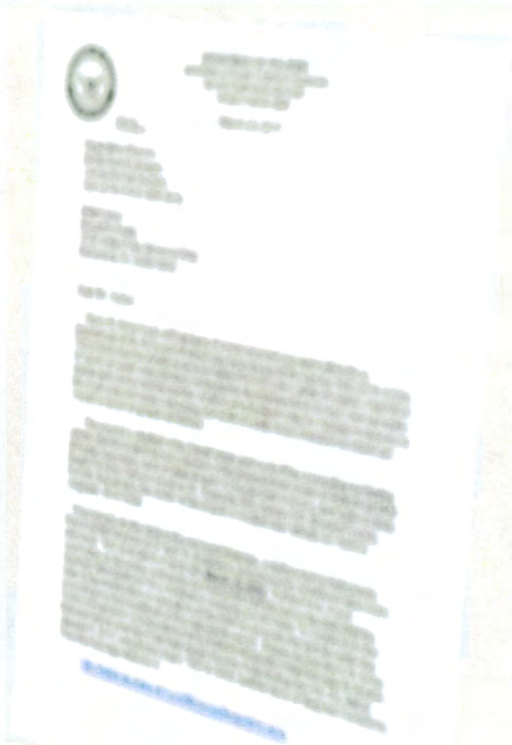
Regulatory Permitting

FDEP - Individual Environmental Resource Permit

USACE - Nationwide Permit 16 & 27

- DMMA and pipeline corridor previously permitted under a different project
- Seasonal shutdown periods due to warm water aggregation of manatees in the canal
- No seagrass present in the canals
- Minimal mangroves present in the canals
- FDEP as little as three month process
- USACE typically much longer (6-12 months) process
- Pre-application meetings have been held with both agencies



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Sediment Sampling and Testing

- Grab Samples
- Sediment Cores
- Arsenic and copper above residential but below commercial targets in Indian Harbour Beach.

Parameter	Concentration Detected in Sample (mg/kg)									*Soil Cleanup Target Levels (mg/kg)*	
	SED-1	SED-2	SED-3	SED-4	SED-5	SED-6	SED-7	SED-8	SED-9	*SCTL Residential*	*SCTL Commercial*
Aluminum	10,300	11,100	13,600	10,300	7,160	10,500	8,680	5,330	10,600	*80,000*	---
Arsenic	9.17	8.51	10.2	6.82	9.56	8.06	7.48	4.97	9.56	*2.1*	*12*
Barium	13.8	13.5	16.9	11.4	8.62	13.0	12.2	6.77	14.4	*120*	*130,000*
Cadmium	U	0.633	U	U	U	U	U	U	U	*82*	*1,700*
Chromium	40.3	41.8	51.8	38.8	34.6	40.3	35.0	23.0	42.5	*210*	*470*
Copper	108	112	154	108	59.8	82.2	70.8	50.1	107	*150*	*89,000*
Lead	33.8	31.4	36.1	27.0	18.7	27.3	23.4	15.2	28.8	*400*	*1,400*
Nickel	9.84	10.1	10.8	9.19	5.70	8.63	7.41	4.60	9.13	*340*	*35,000*
Selenium	1.86	1.98	2.86	2.22	0.865	1.21	1.55	0.754	1.62	*440*	*11,000*
Silver	0.346	0.336	0.334	0.272	U	0.293	0.252	0.155	0.286	*410*	*8,200*
Zinc	150	143	154	111	73.0	102	92.2	60.6	124	*26,000*	*630,000*
Mercury	0.152	0.162	0.119	0.159	0.0869	0.135	0.0906	0.0651	0.144	*3*	*17*

Notes:
1. U indicates that parameter was not detected above the test detection limits.
2. Concentrations in highlighted boxes exceeded the Residential SCTL.

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Construction Operations

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Question?

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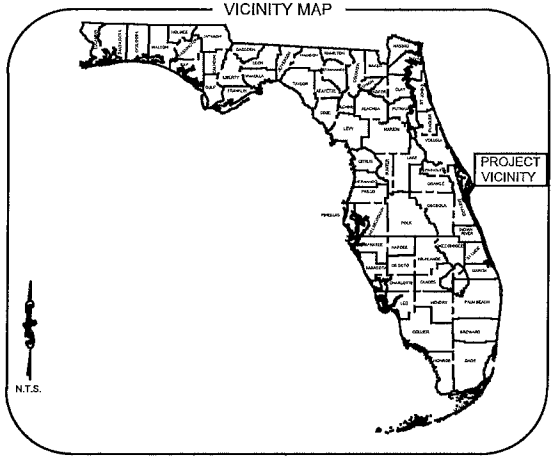
INDIAN HARBOUR MUCK REMOVAL PROJECT

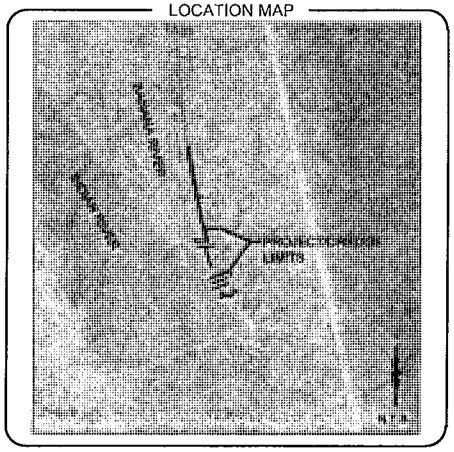
PRELIMINARY DRAWINGS

INDIAN HARBOUR BEACH, FLORIDA - BREVARD COUNTY

VICINITY MAP



LOCATION MAP



INDEX OF DRAWINGS

SHEET TITLE	SHEET NUMBERS
COVER	C-000
KEY SHEET LAYOUT	C-001
PRELIMINARY MUCK REMOVAL PLAN	C-100 TO C-119
DEWATERING SITE PLAN	C-200
PROJECT DETAILS	C-500 TO C-502

PROJECT LOCATION

THE PROJECT AREA IS LOCATED ALONG THE EASTERN SHORE OF THE BANANA RIVER, AND INCLUDES THE CANAL SYSTEM WITHIN THE CITY OF INDIAN HARBOUR BEACH.

OWNER

CITY OF INDIAN HARBOUR BEACH
ATTN: MARK RYAN
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937
TEL. (321) 773-3181

ENGINEERS OF RECORD

ATKINS - S. MARIE YARBROUGH, P.E.
KENNITH GOOD, P.E.
7175 MURRELL RD.
MELBOURNE, FLORIDA 32940
TEL. (321) 242-4942

SURVEYOR

MORGAN & EKLUND, INC
8745 US HWY #1
P.O. BOX 701420
WABASSO, FL 32970
TEL. (772) 388-5364

JANUARY 2018

"INVESTIGATE BEFORE YOU EXCAVATE"

CALL SUNSHINE @ 1-800-432-4770

FL. STATUTE 556.051 (1979) REQUIRES A MIN. OF 2 DAYS AND MAX. OF 5 DAYS NOTICE BEFORE YOU EXCAVATE.

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PREPARED BY

ATKINS
7175 MURRELL ROAD
MELBOURNE, FLORIDA 32940
(321) 242-4942

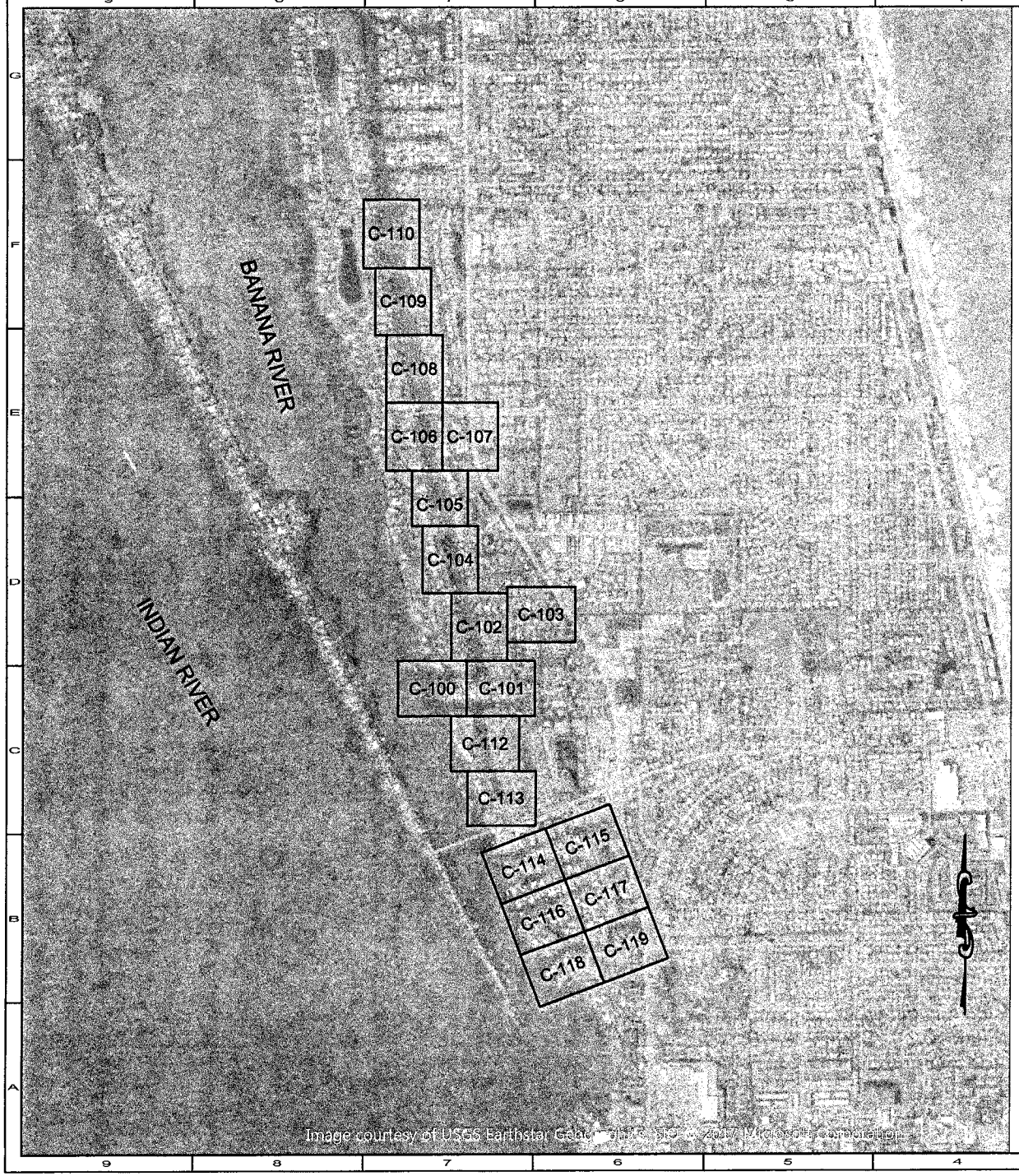
PROJECT NUMBER: 100041982

DATE:

"VALID FOR PERMITTING ONLY"

ENGINEER OF RECORD: S. MARIE YARBROUGH
FLORIDA P.E. #70748

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. ORIGINAL SIZE 8.5" X 11".



DREDGE AREA / VOLUME TABLE

CANAL NAME	DREDGE AREA (AC)	DREDGE VOLUME (CY)
IHB-1	2.348	6,620
IHB-1A	0.510	3,220
IHB-2	1.196	5,060
IHB-3	1.194	4,760
IHB-4	2.437	12,530
IHB-5	1.204	38,150
IHB-6	2.567	
CANAL A	1.158	5,520
CANAL A-1	1.479	950
CANAL B	0.310	760
GRAND CANAL (S)	10.303	47,290
GRAND CANAL (N)	9.972	61,470
TOTAL	**34.678**	**186,330**

REV	DATE	DESCRIPTION
		ORIGINAL ISSUED DATE:

CLIENT: CITY OF INDIAN HARBOUR BEACH
2255 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

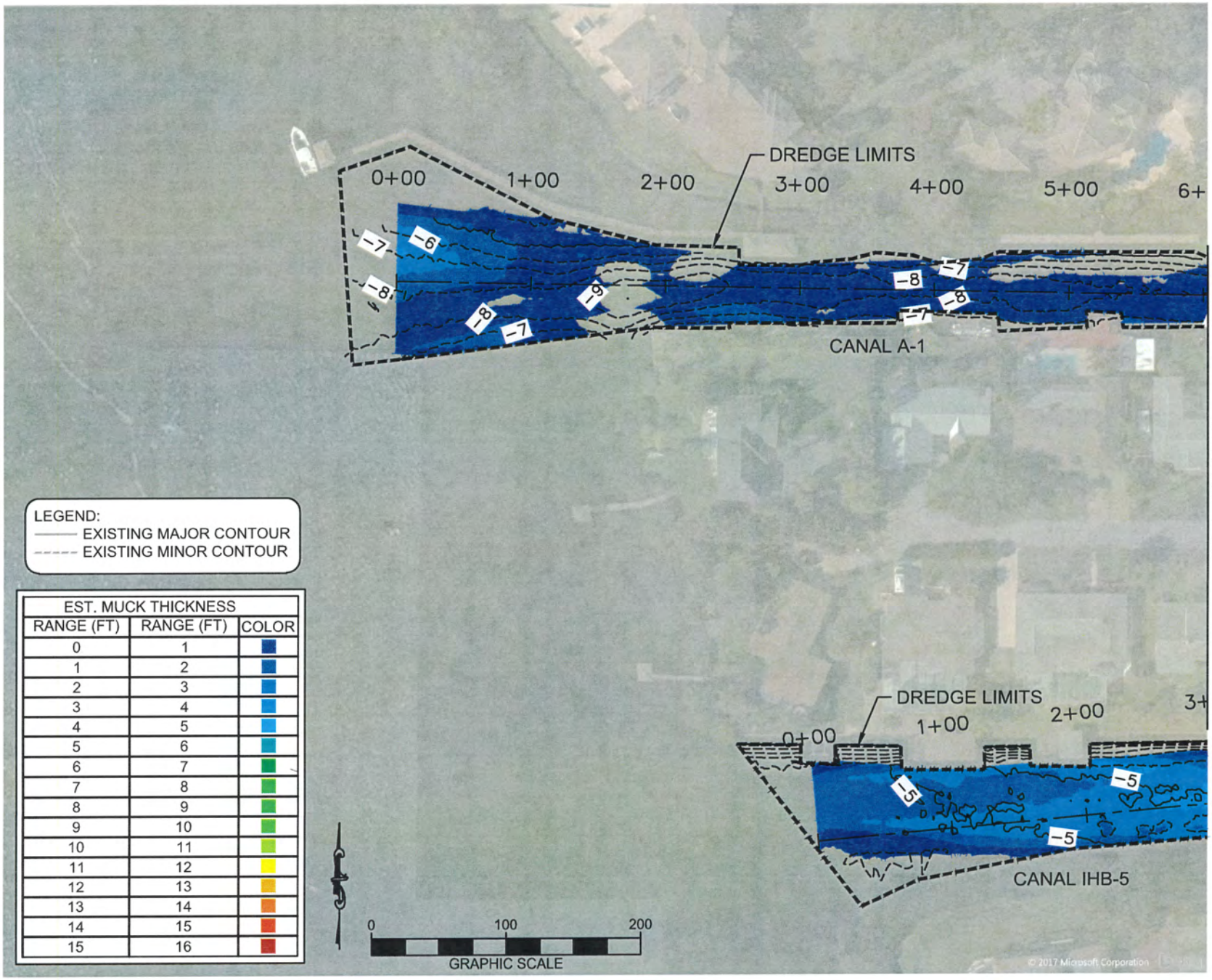
PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: SHEET LAYOUT/PROJECT OVERVIEW

ATKINS

JOB NO.:	XXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-001

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
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MATCHLINE C-101

NO.	DATE	DESCRIPTION
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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

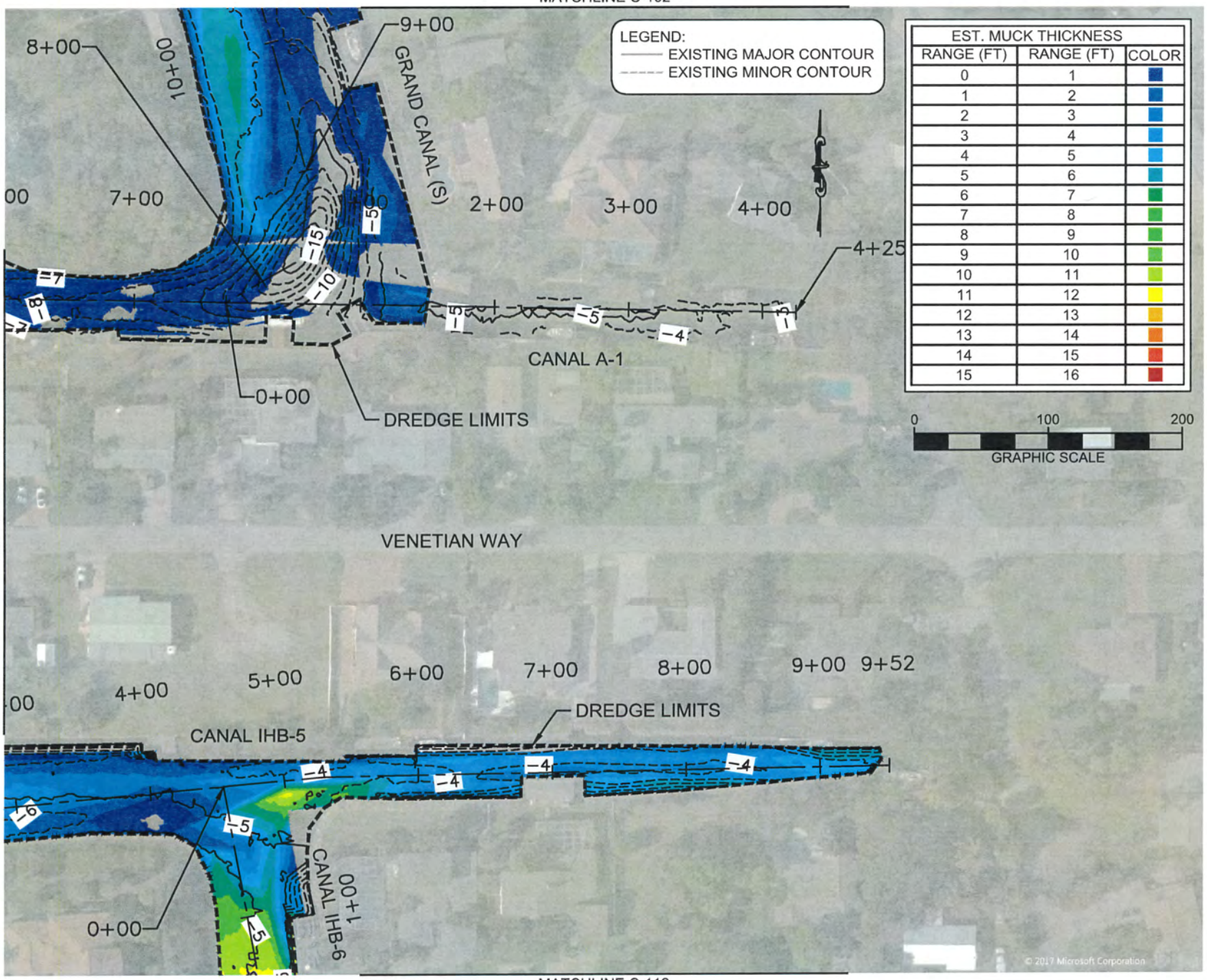
PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.:	C-100

PRELIMINARY DRAWINGS



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INDIAN HARBOUR BEACH, FL 32937

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APPROVED:	SMY
SHEET NO.	C-101

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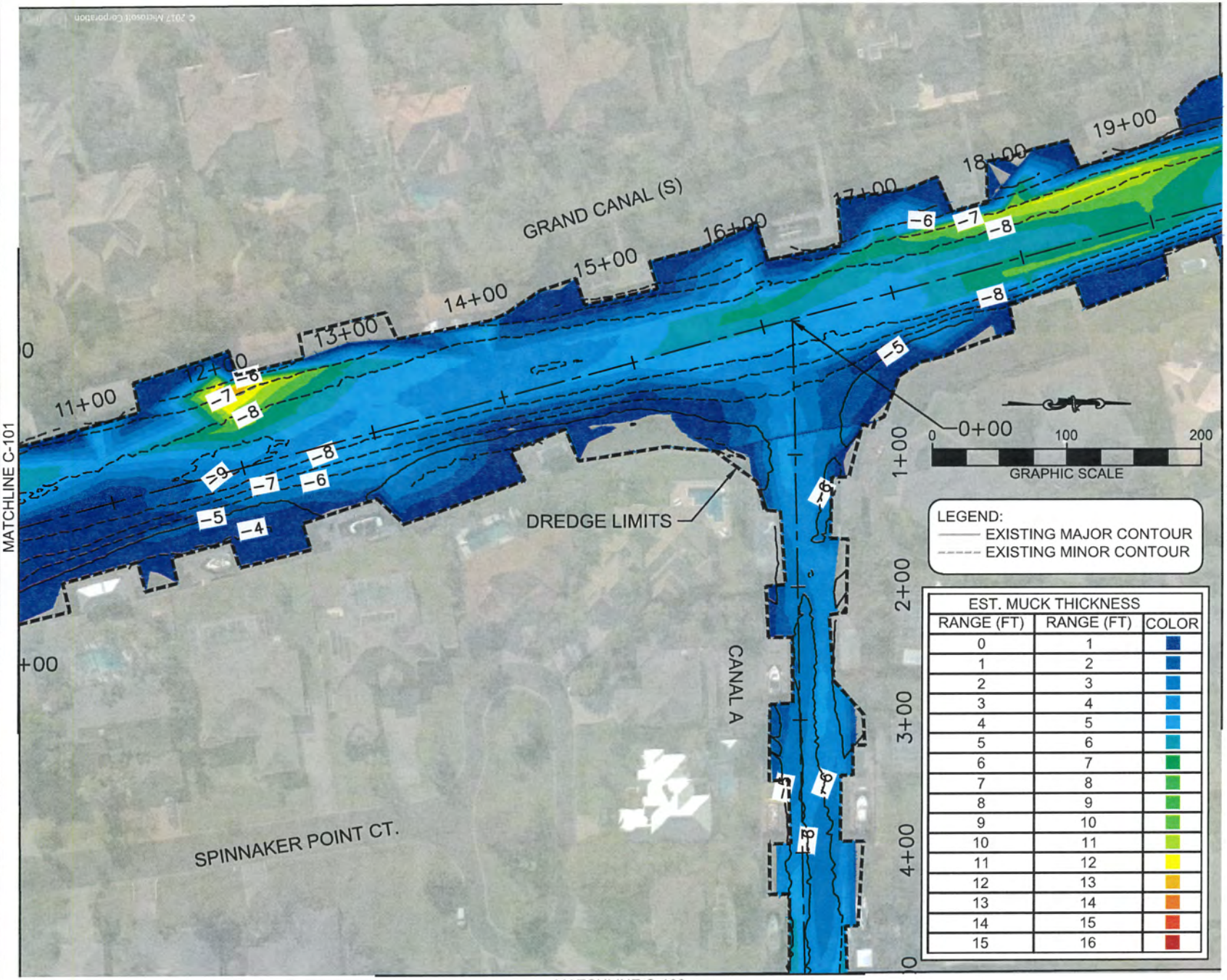

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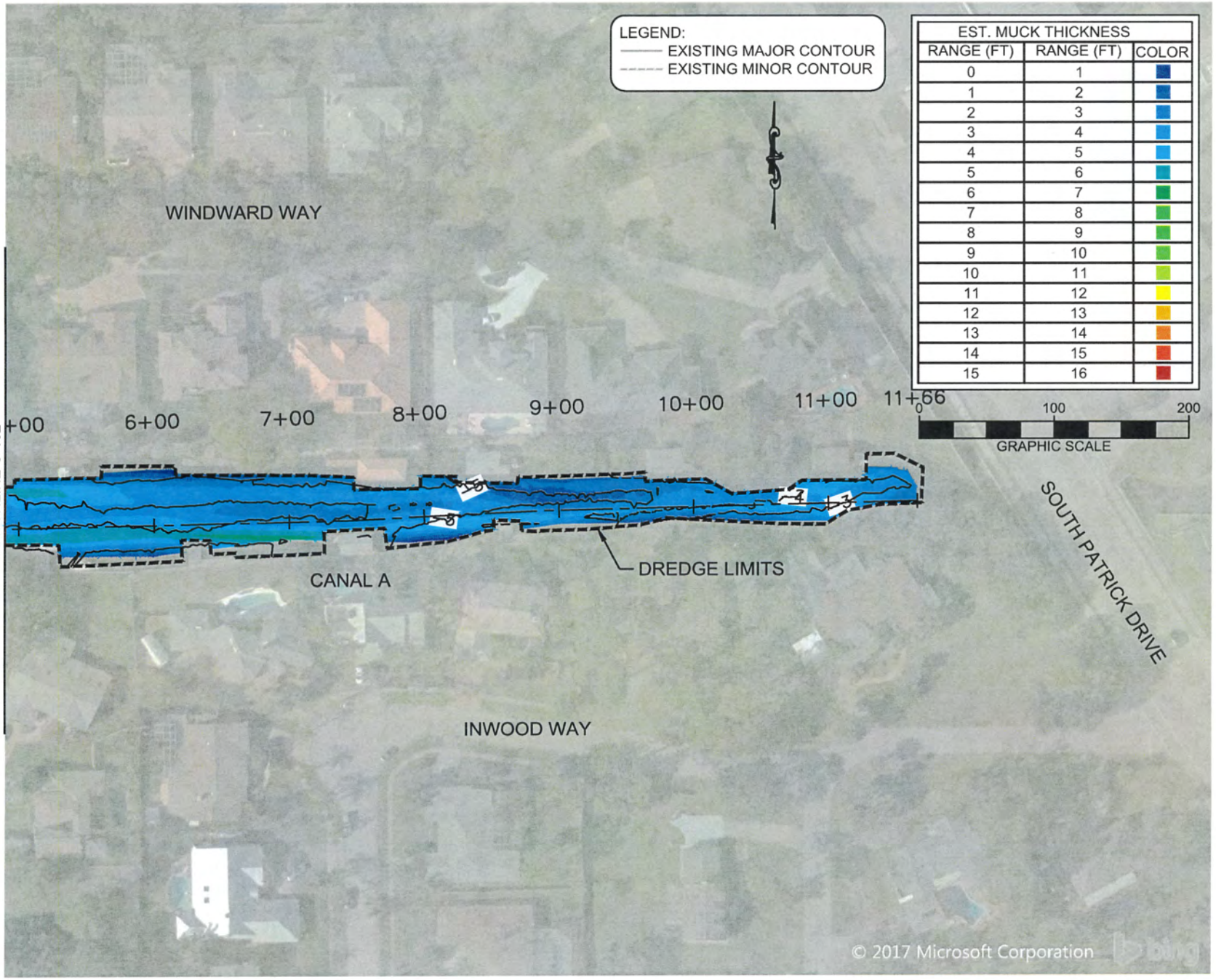
APPROVED:	SMY
SHEET NO.:	C-102

PRELIMINARY DRAWINGS



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ORIGINAL ISSUED DATE:

DATE

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CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT
INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE
PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.	XXXXXXXXXXX
DRAWN	JLP
DESIGN	MES
CHECKED	KG
APPROVED	SMY
SHEET NO.	C-103

PRELIMINARY DRAWINGS

EST. MUCK THICKNESS		
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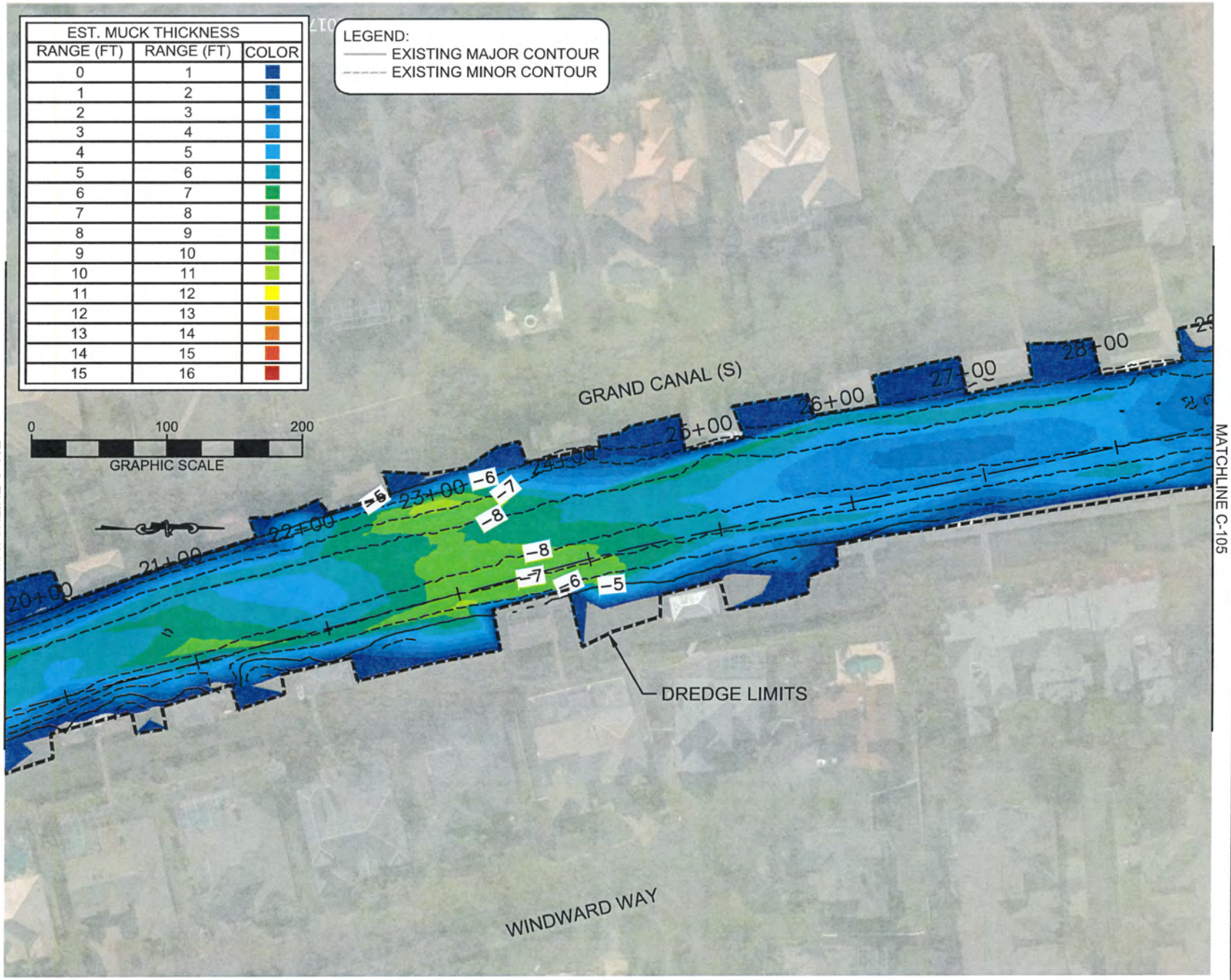
LEGEND:
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR



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PREPARED BY RECORD

DATE

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2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

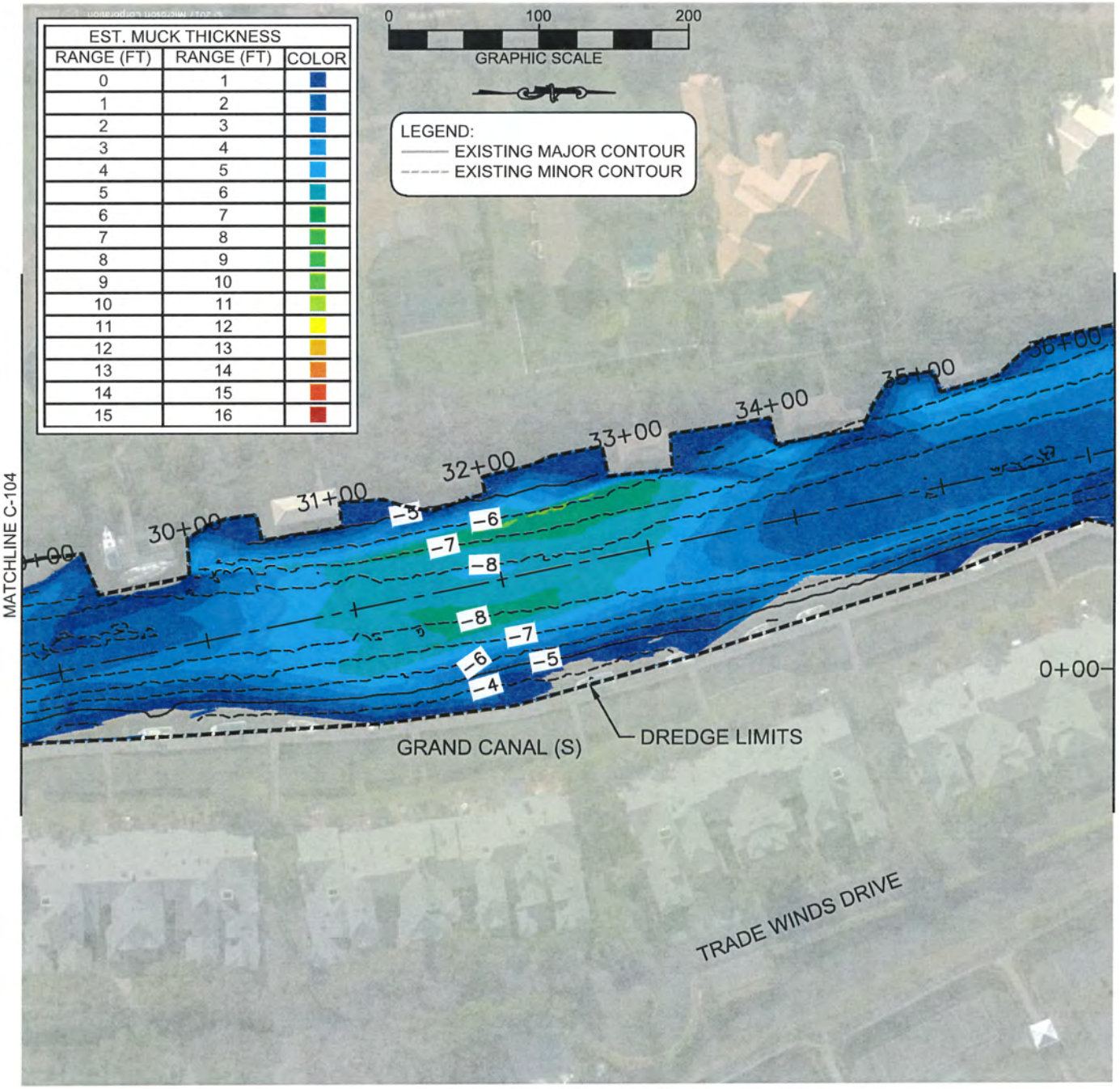
TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS
ATKINS GLOBAL INC.
WWW.ATKINSGLOBAL.COM
TEL: 407.843.8060
FAX: 407.843.8070

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-104

PRELIMINARY DRAWINGS

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	



PRELIMINARY DRAWINGS

CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

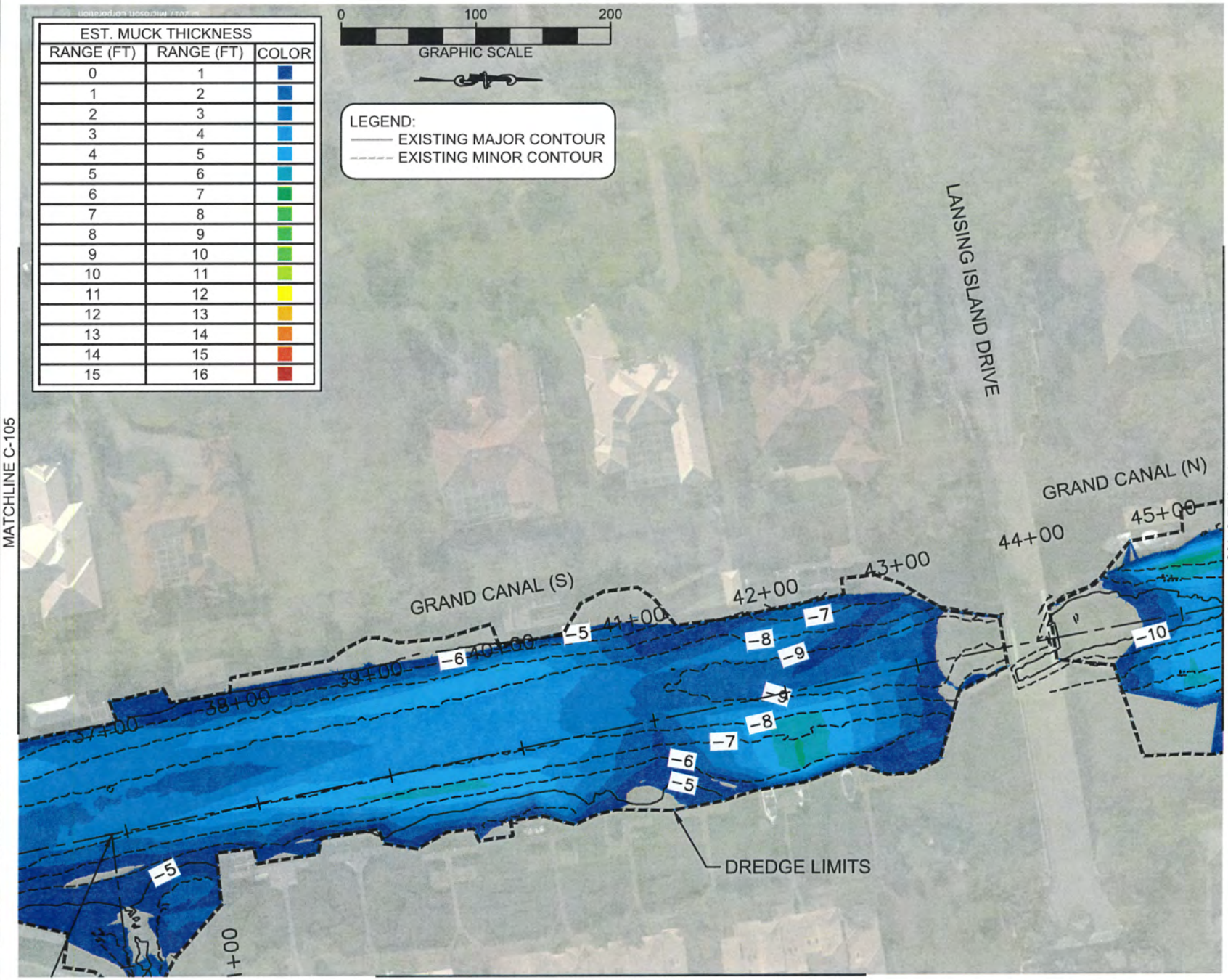
TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO:	C-105

ORIGINAL ISSUED DATE:

REV	DATE	DESCRIPTION
A		
B		
C		
D		
E		
F		
G		



NO.	DATE	DESCRIPTION
		ORIGINAL ISSUED DATE :

SHEET NO. | DATE

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS
WWW.ATKINSGLOBAL.COM
COMMERCE PL.
301 EAST ATLANTIC BEACH BLVD.
PALM BEACH, FL 32233

JOB NO.:	XXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.:	C-106

PRELIMINARY DRAWINGS

MATCHLINE C-106

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

		DATE	BY	DESCRIPTION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

ORIGINAL ISSUED DATE:

DATE: SEAL/SIGNATURE OF REGISTERED PROFESSIONAL ENGINEER

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2255 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS
WWW.ATKINSGLOBAL.COM

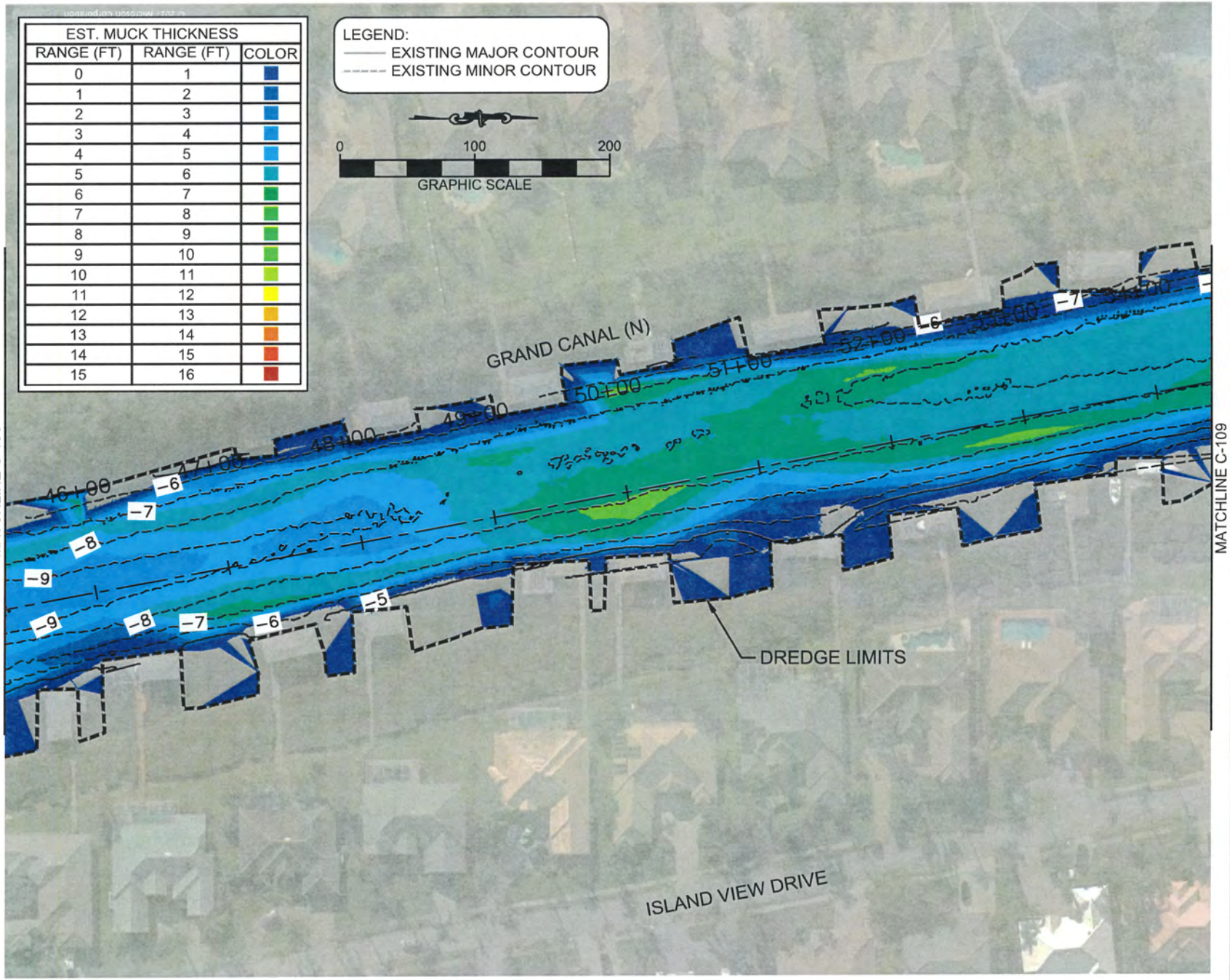
JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-107

PRELIMINARY DRAWINGS

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

LEGEND:
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR

0 100 200
GRAPHIC SCALE



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DATE:

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

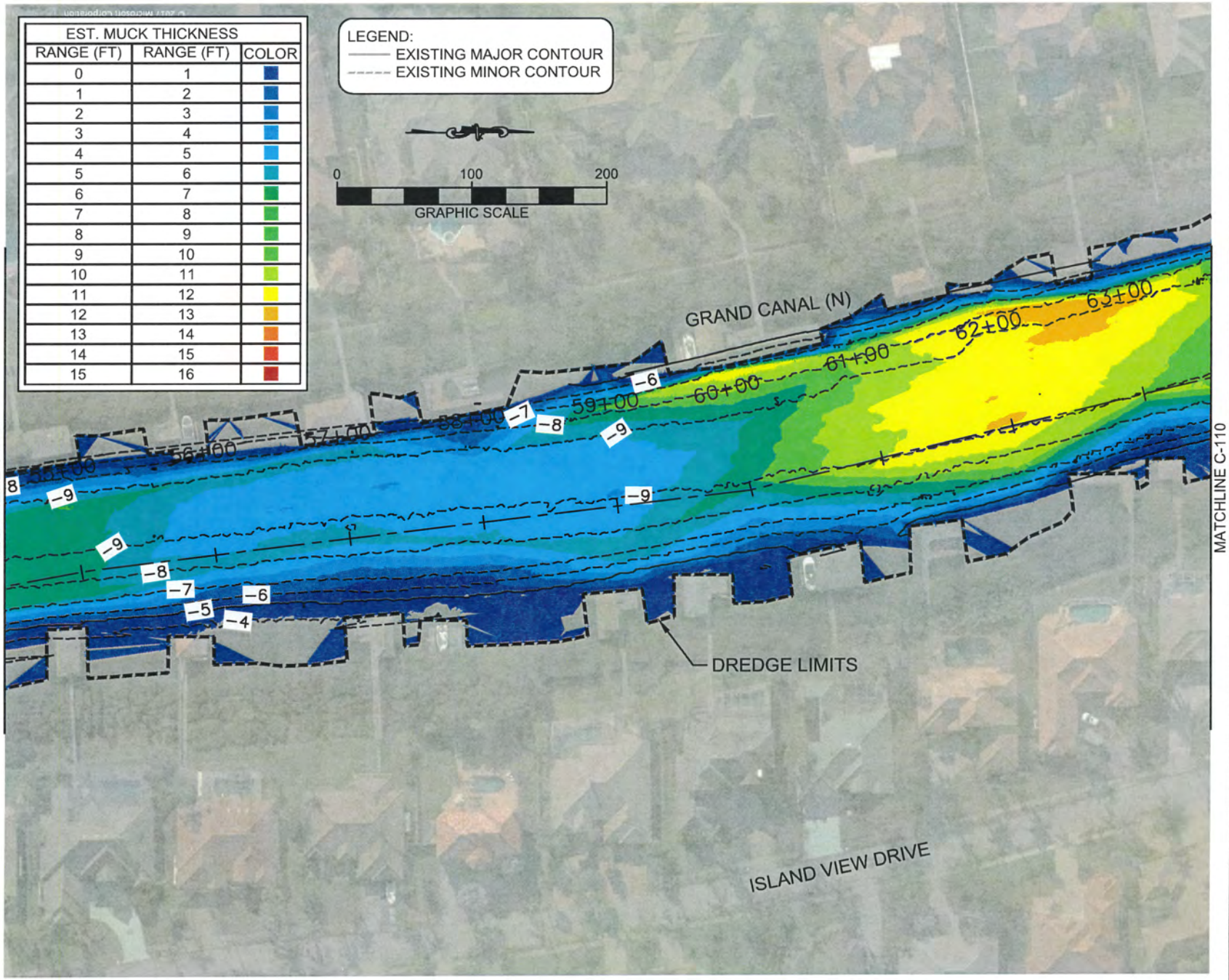
PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS
WWW.ATKINSGLOBAL.COM
ATKINS NORTH AMERICA, INC.
5601 MEADOWS ROAD
SUITE 400
LAKE OSWEGO, OR 97035
PHN: (503) 635-9100

ATKINS FILE:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-108

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

ORIGINAL ISSUED DATE :

CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

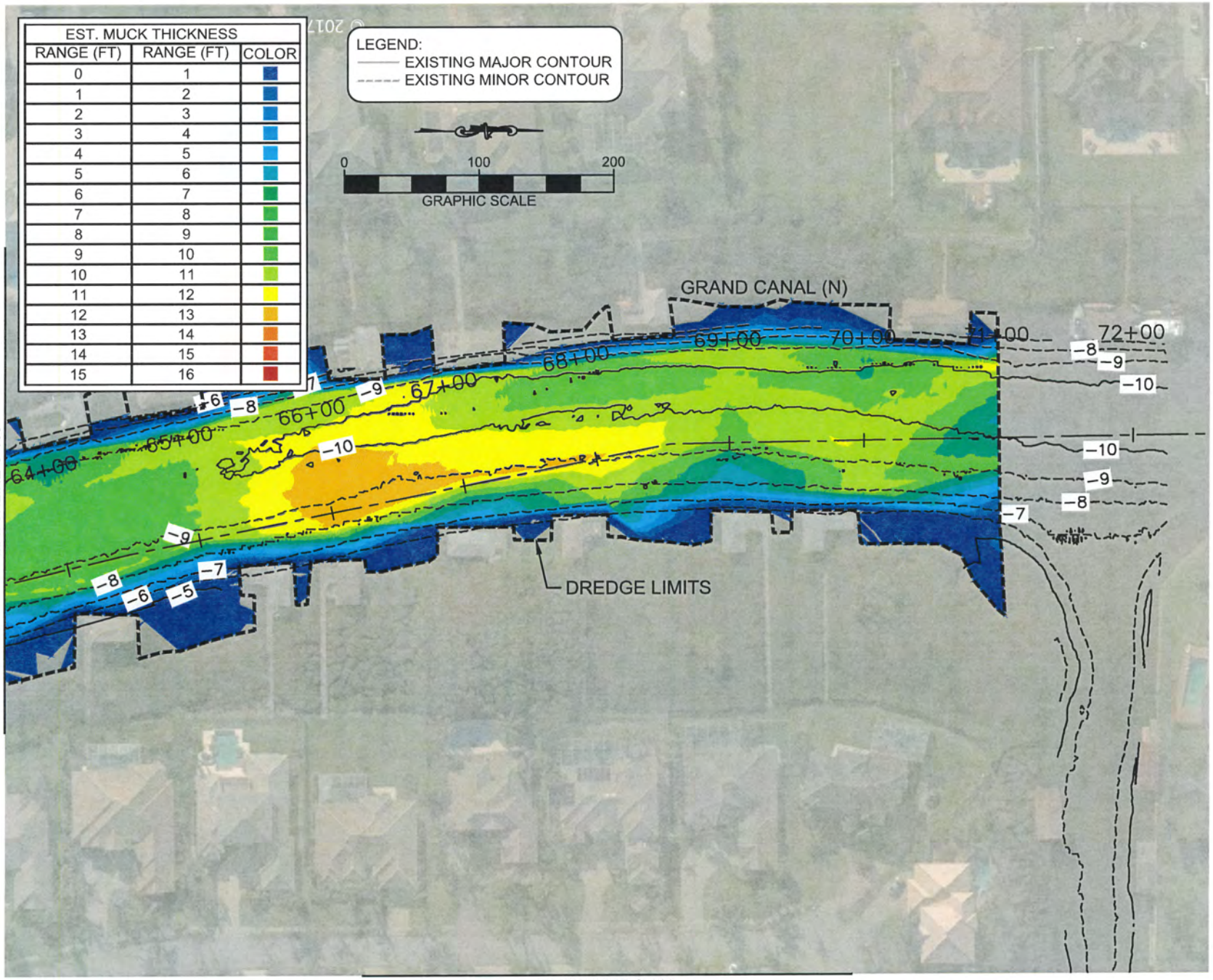
PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-109

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

REV	DATE	DESCRIPTION

ORIGINAL ISSUED DATE:

PREPARED BY INITIONS

DATE

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

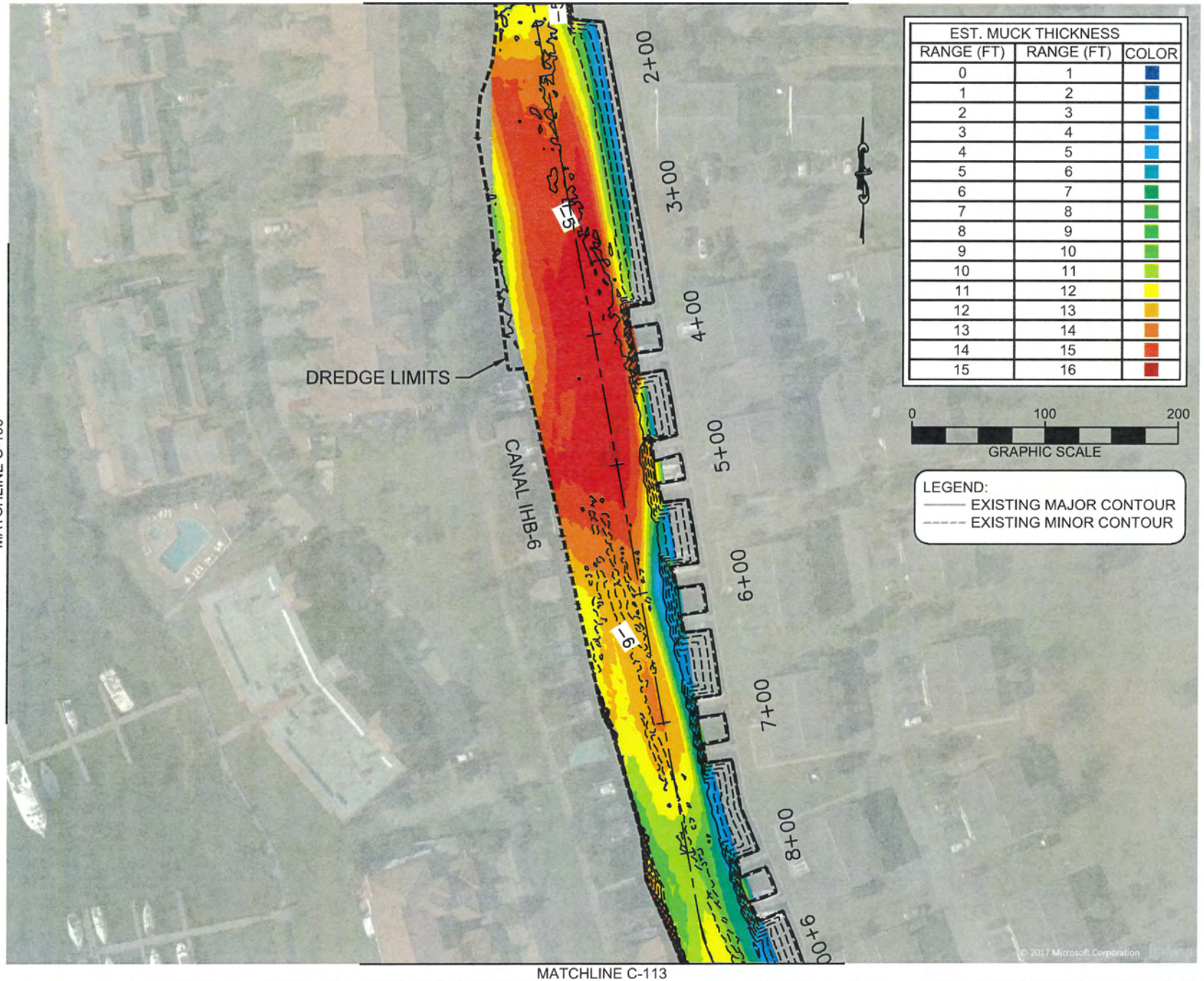
TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

WWW.ATKINSGLOBAL.COM

ATKINS FILE:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-110

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

NOTICE:
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REV	DATE	DESCRIPTION

ORIGINAL ISSUED DATE :

ENGINEER OF RECORD:

DATE:

CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

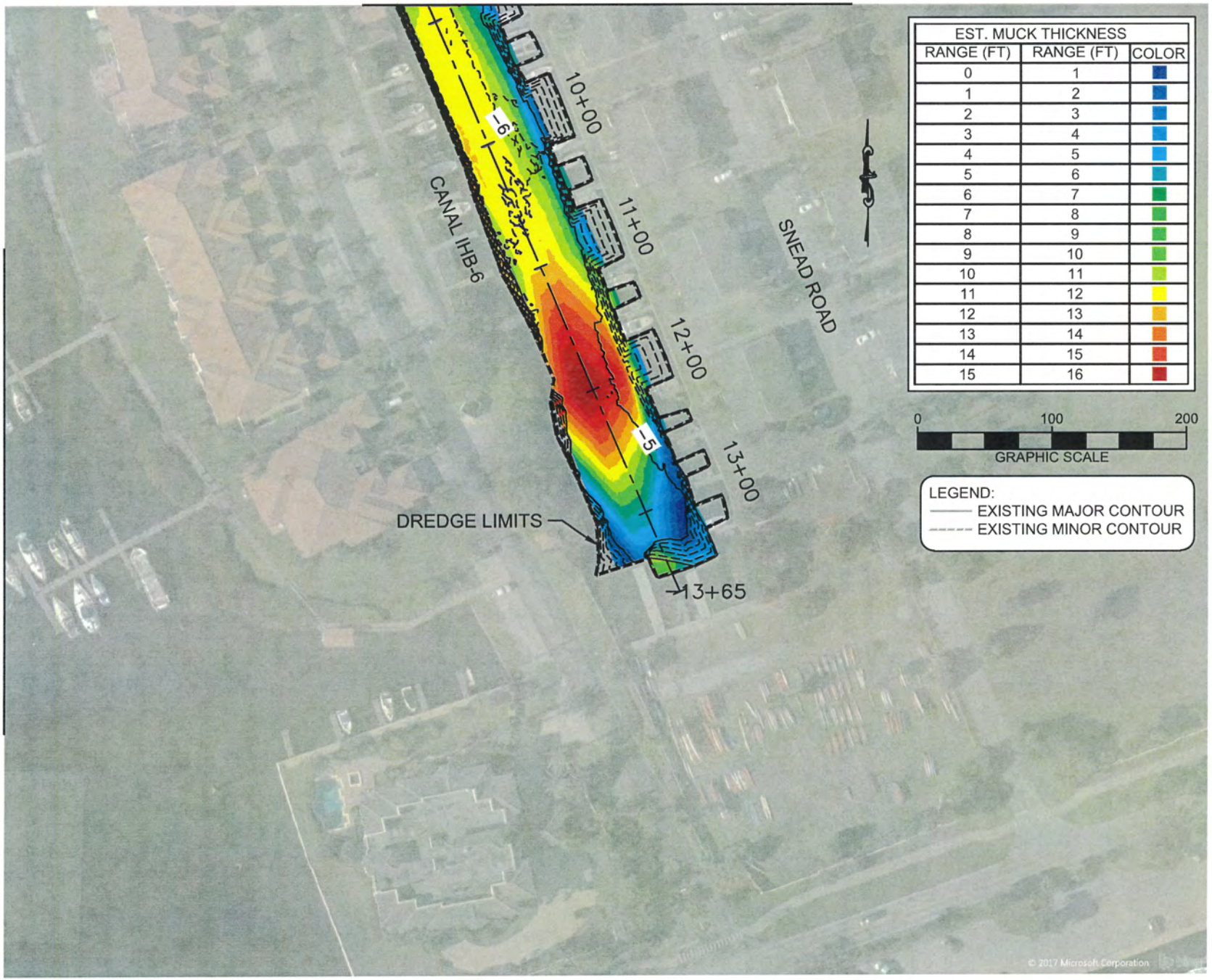
WWW.ATKINSGLOBAL.COM

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-112

PRELIMINARY DRAWINGS

MATCHLINE C-112

MATCHLINE C-100



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

BY	DATE	DESCRIPTION
		ORIGINAL ISSUED DATE :

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

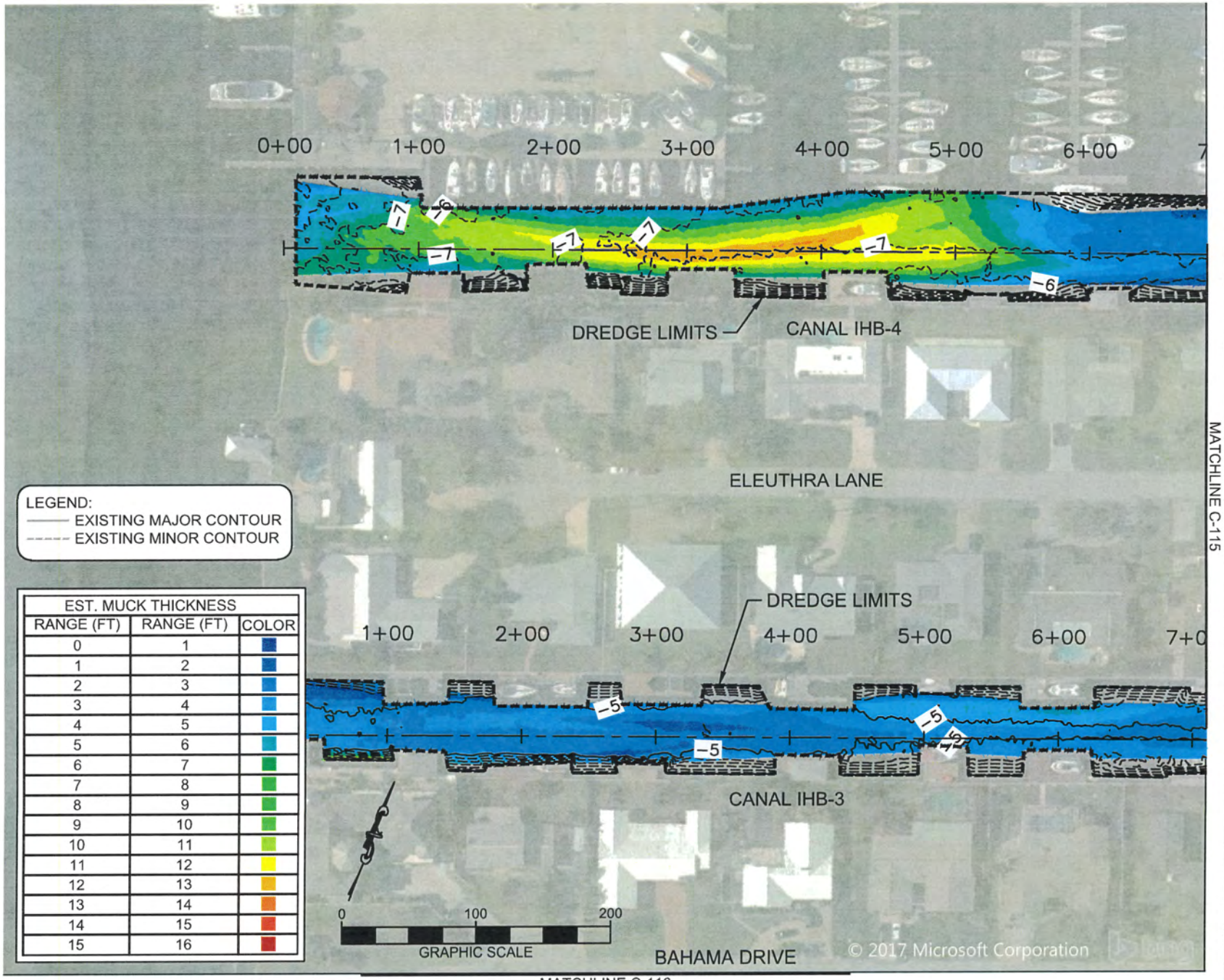
TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

WWW.ATKINSGLOBAL.COM

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-113

PRELIMINARY DRAWINGS



LEGEND:
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

NO.	DATE	DESCRIPTION

ORIGINAL ISSUED DATE :

CLIENT: CITY OF INDIAN HARBOUR BEACH
2095 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

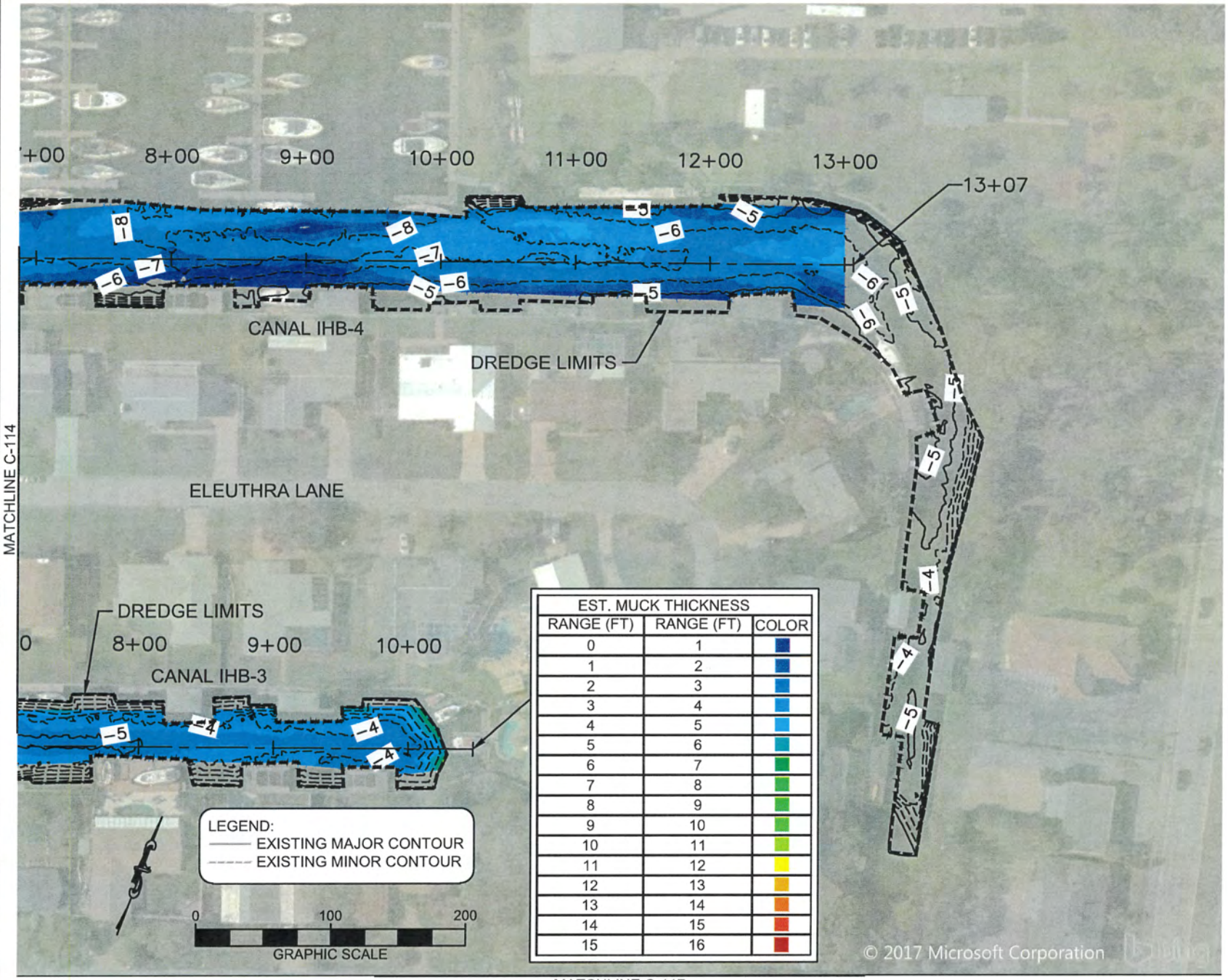
PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-114

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

ORIGINAL ISSUED DATE:

CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

INDIAN HARBOUR MUCK REMOVAL PROJECT

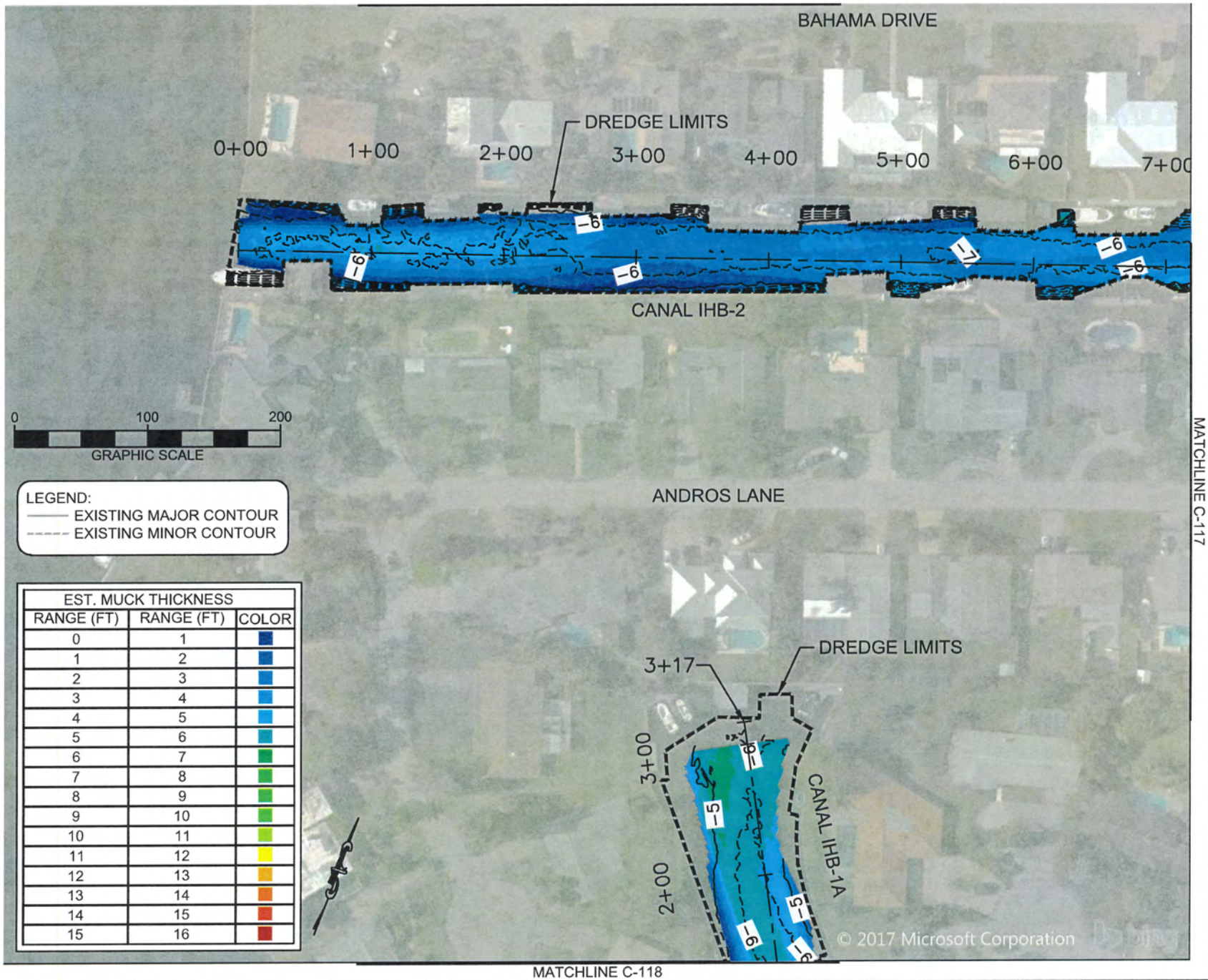
PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.	XXXXXXXXXXX
DRAWN	JLP
DESIGN	MES
CHECKED	KG
APPROVED	SMY
SHEET NO.	C-115

PRELIMINARY DRAWINGS

MATCHLINE C-114



LEGEND:
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

MATCHLINE C-117

MATCHLINE C-118

NO.	DATE	DESCRIPTION
		ORIGINAL ISSUED DATE :

CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

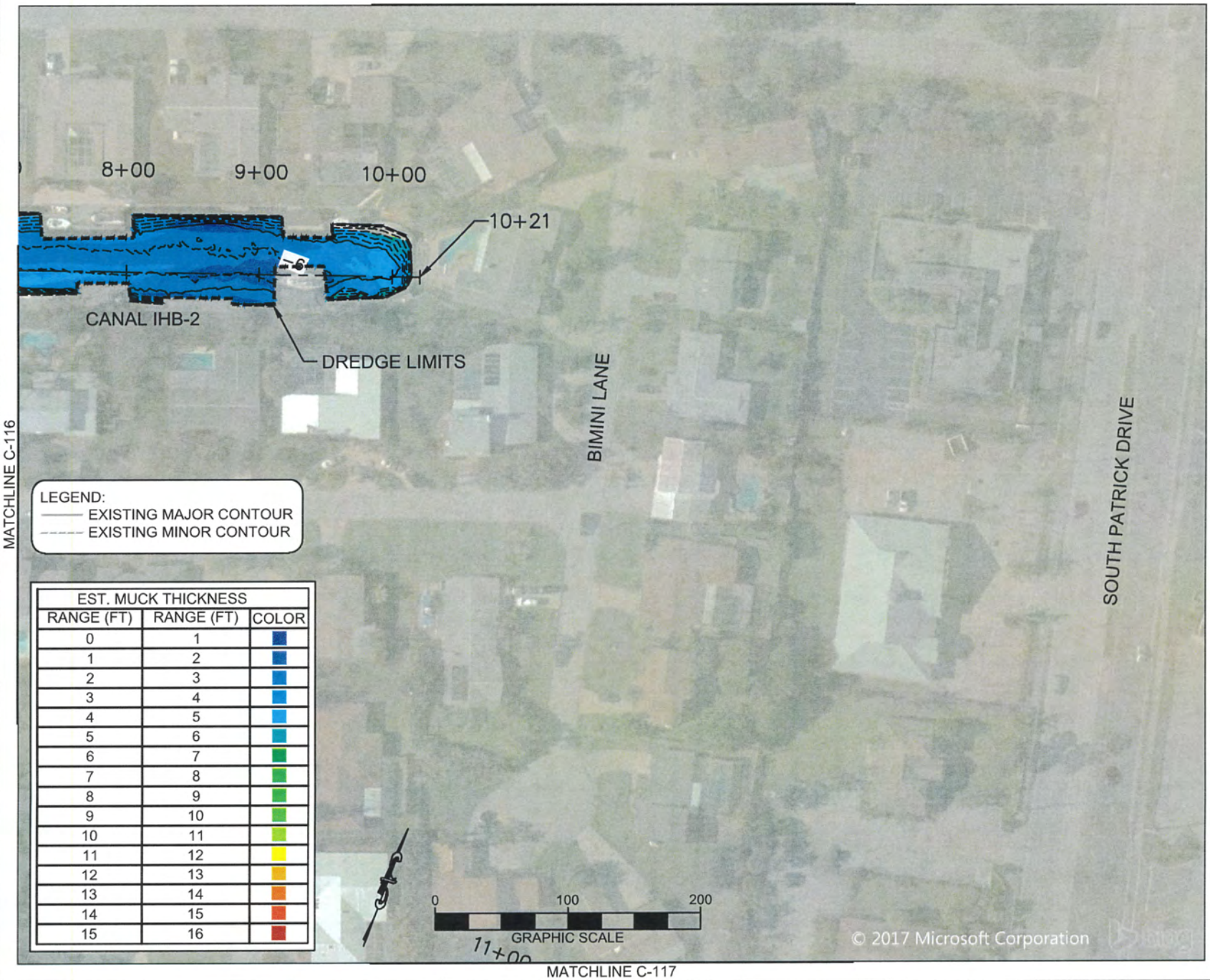
TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-116

PRELIMINARY DRAWINGS

MATCHLINE C-115



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

MATCHLINE C-117

PRELIMINARY DRAWINGS

BY	DATE	DESCRIPTION

ORIGINAL ISSUED DATE :

DATE

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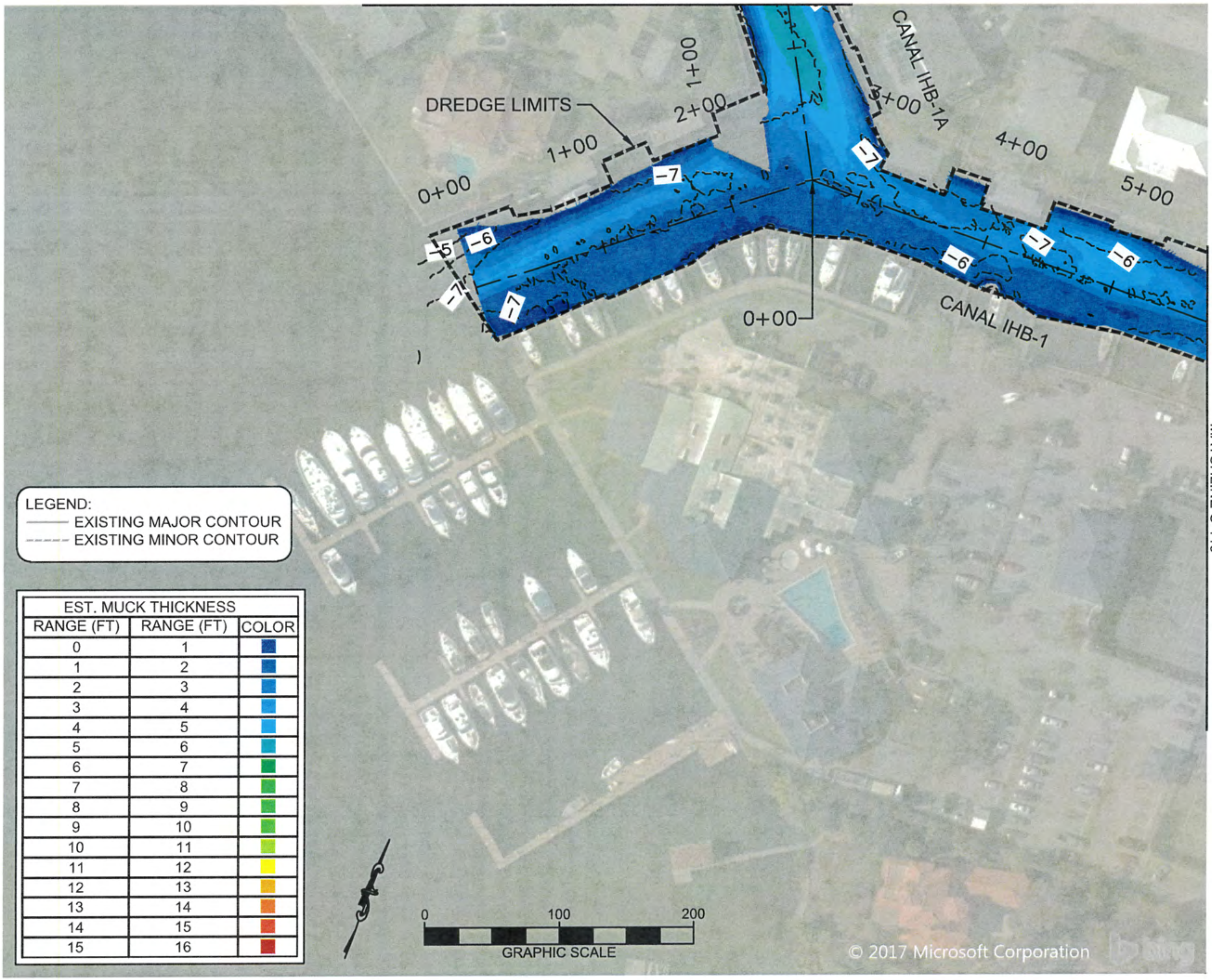
CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.:	C-117



LEGEND:
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR

EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

ORIGINAL ISSUED DATE:

CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

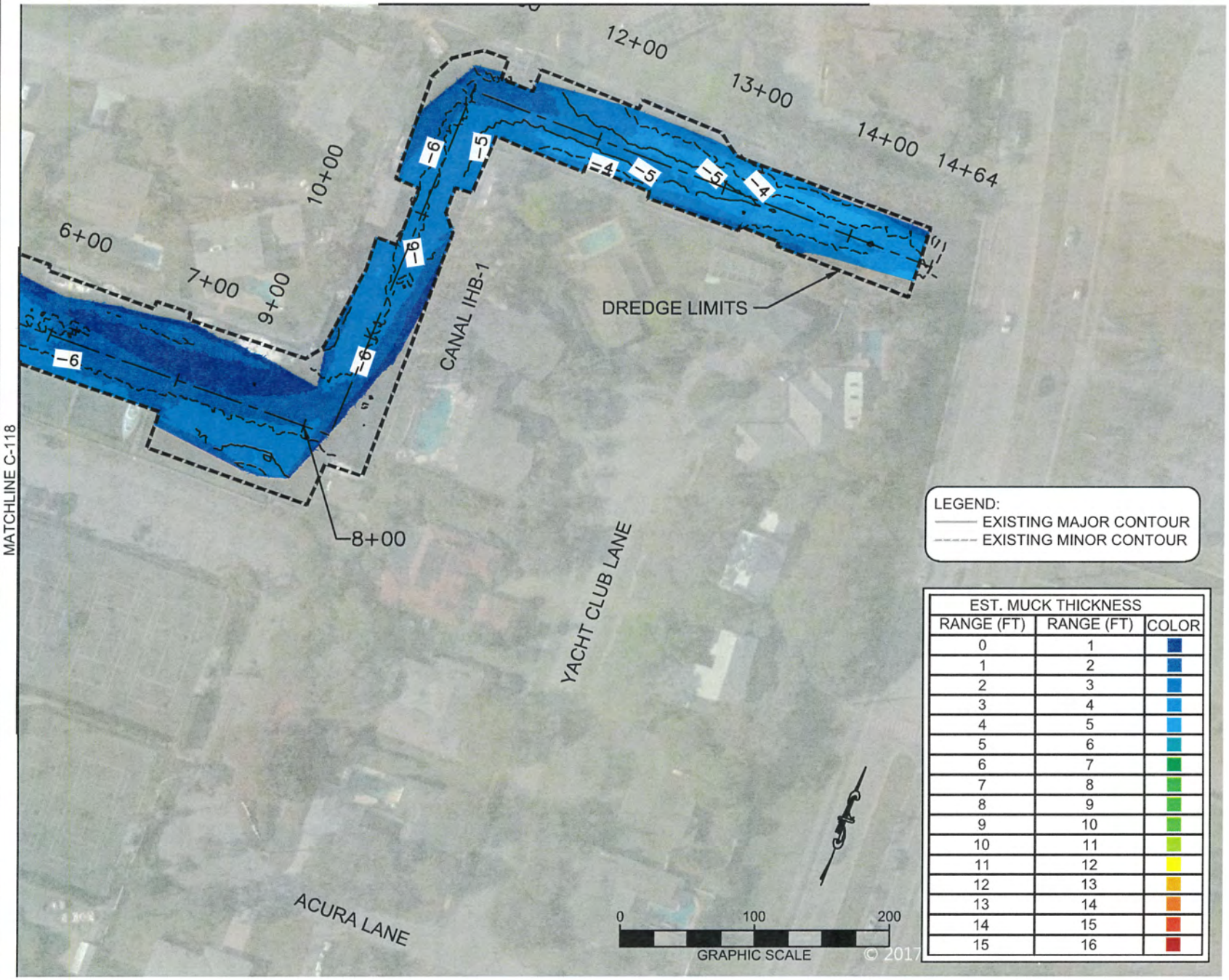
INDIAN HARBOUR MUCK REMOVAL PROJECT

PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.: XXXXXXXXXX
DRAWN: JLP
DESIGN: MES
CHECKED: KG
APPROVED: SMY
SHEET NO. C-118

PRELIMINARY DRAWINGS



EST. MUCK THICKNESS		
RANGE (FT)	RANGE (FT)	COLOR
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	
14	15	
15	16	

ORIGINAL ISSUED DATE :

DATE:

CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

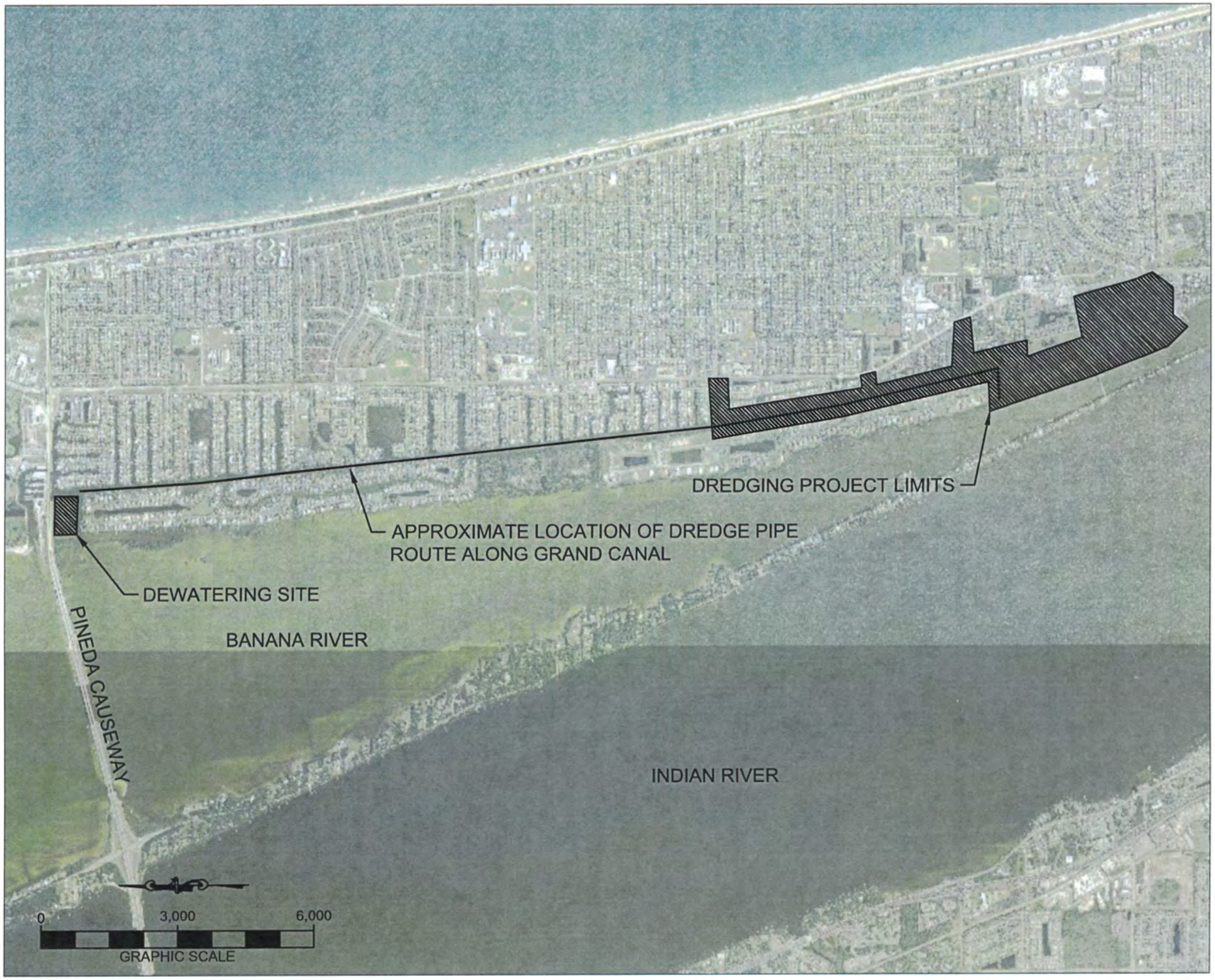
INDIAN HARBOUR MUCK REMOVAL PROJECT

PRELIMINARY MUCK REMOVAL PLAN

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.:	C-119

PRELIMINARY DRAWINGS



CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

INDIAN HARBOUR MUCK REMOVAL PROJECT

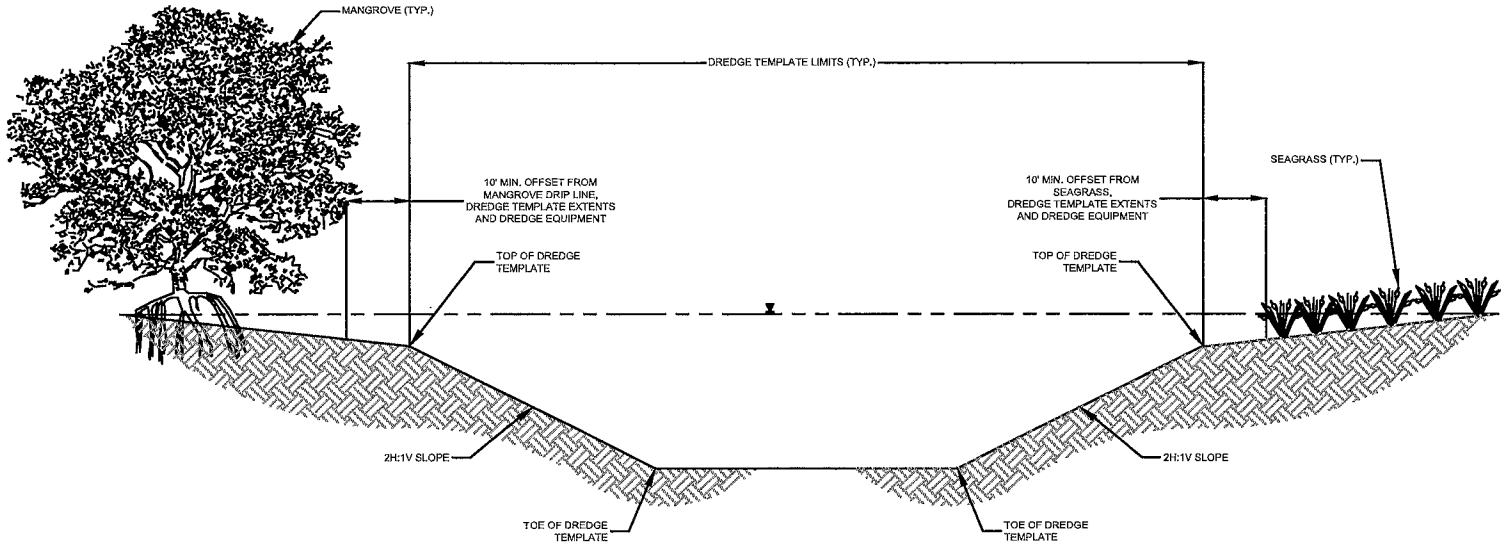
DEWATERING SITE PLAN

ORIGINAL ISSUED DATE :

ATKINS

JOB NO.:	XXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.:	C-200

PRELIMINARY DRAWINGS



PROTECTED NATURAL RESOURCE DREDGE ACTIVITY OFFSETS

NTS

NOTE: PROTECTED NATURAL RESOURCE LINES FOR CONSTRUCTION ACTIVITY OFFSETS HAVE BEEN PROVIDED. SEPTEMBER 2014 RESOURCE SURVEY DID NOT LOCATE ANY SEAGRASS IN ASSESSMENT AREA.

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		
A		
A		

ORIGINAL ISSUED DATE:

DRAWING OF RECORD

DATE:

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

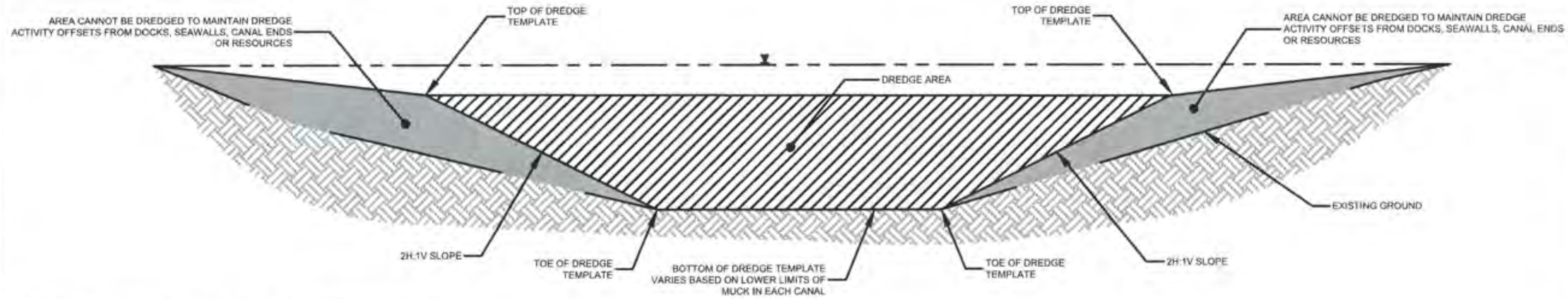
TITLE: PROJECT DETAILS

ATKINS

JOB NO.:	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-500

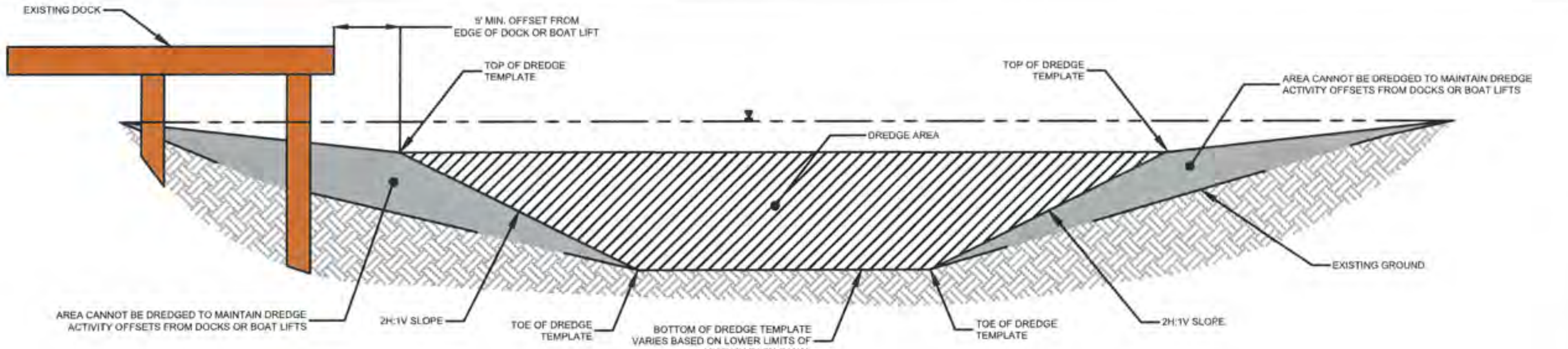
PRELIMINARY DRAWINGS

Date/Time: 03/14/20
Saved by: jlp
File Name: J:\Multi-Users\Projects\B3_CAD\Civil\Hydrol\Permit Submittal 100% Submittal\C-500.dwg
Jan 15, 2020 - 12:52pm

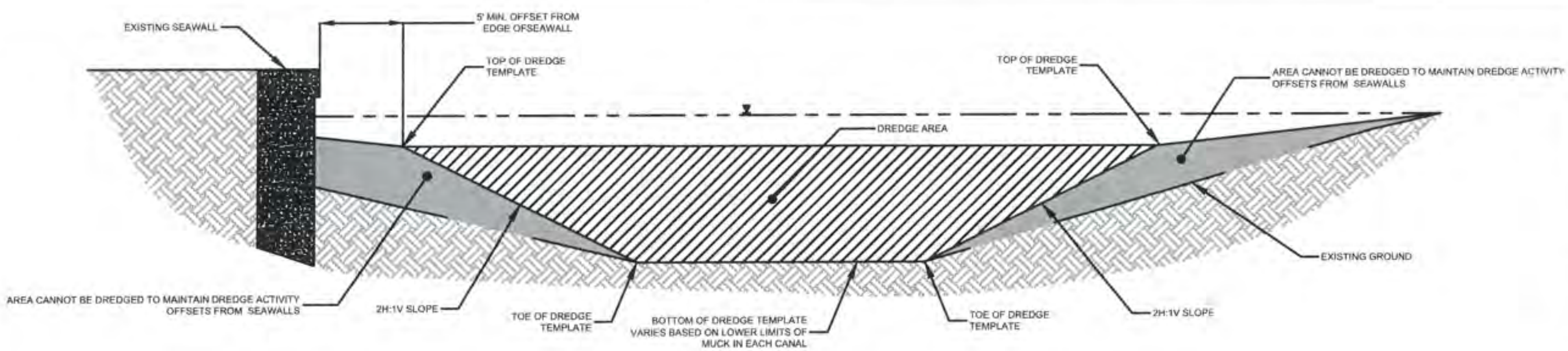


NOTES:
1. NO DREDGING SHALL OCCUR WITHIN 20' OF THE SHORELINE AT THE END OF ANY CANAL.
2. IF THE DREDGE TEMPLATE OCCURS WITHIN 10' OF A SEAWALL OR PILING, A BOX CUT NO DEEPER THAN THE PERMITTED DREDGE DEPTH MAY BE DONE TO ACHIEVE THE SAME VOLUME OF DREDGING.
3. MAINTAIN 15' BUFFER FROM ALL BRIDGE STRUCTURES.

TYPICAL DREDGE TEMPLATE ACTIVITY OFFSETS
NTS



TYPICAL DREDGE TEMPLATE ACTIVITY OFFSETS ADJACENT TO DOCK OR BOAT LIFT
NTS



TYPICAL DREDGE TEMPLATE ACTIVITY OFFSETS ADJACENT TO SEAWALL
NTS

ORIGINAL ISSUED DATE :

	BY	DATE	DESCRIPTION

CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

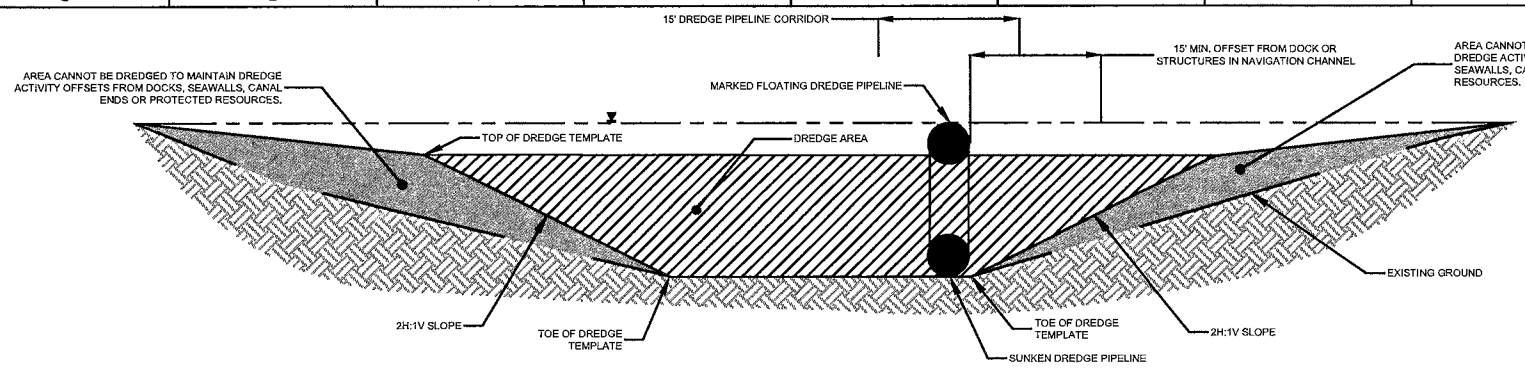
INDIAN HARBOUR MUCK REMOVAL PROJECT

PROJECT DETAILS

ATKINS

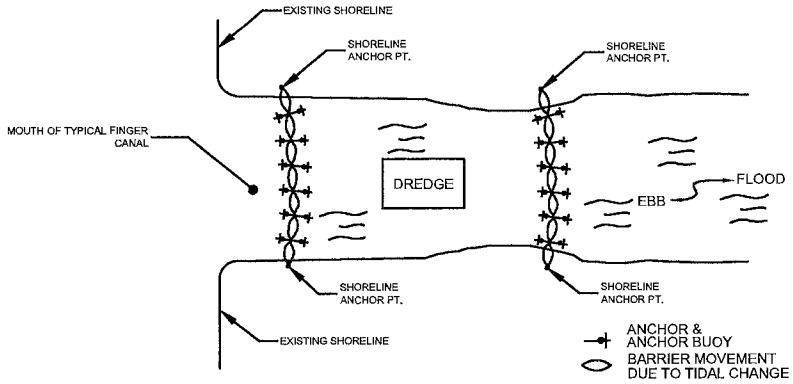
JOB NO.	XXXXXXXXXX
DRAWN	JLP
DESIGN	MES
CHECKED	KG
APPROVED	SMY
SHEET NO.	C-501

PRELIMINARY DRAWINGS

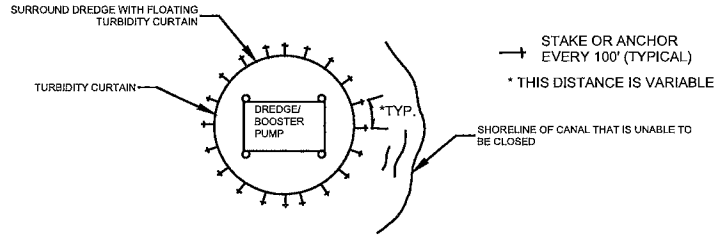


NOTES:
1. DREDGE PIPELINE LENGTHS WILL VARY BASED ON LOCATION OF DREDGE.
2. PIPELINE TYPE, LOCATION, AND BOOSTER PUMP DETAILS TO BE PROVIDED BY THE CONTRACTOR FOR APPROVAL BY THE EOR AND COUNTY PRIOR TO CONSTRUCTION.

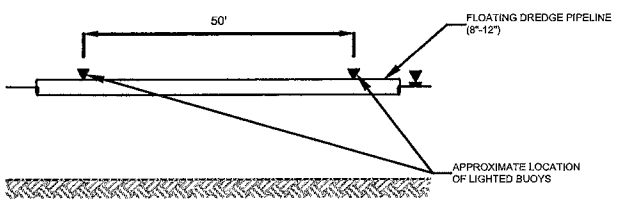
TYPICAL FLOATING AND SUNKEN DREDGE PIPELINE DETAILS
NTS



TYPICAL INSTALLATION LAYOUT OF FLOATING TURBIDITY BARRIERS
NTS



TURBIDITY CURTAIN AROUND DREDGE/ BOOSTER PUMP IN OPEN WATER



NOTES:

1. THE CONTRACTOR'S PIPELINE SHALL NOT BE ALLOWED TO FLUCTUATE BETWEEN THE SURFACE AND, OR LIE PARTLY SUBMERGED.
2. LIGHTS OR LIGHTED BUOY SHALL BE INSTALLED ON THE FLOATING PIPELINE AT INTERVALS NO GREATER THAN 50 FEET.
3. THE LIGHTS SHALL BE SUPPORTED BY BUOYS AND DETAILS OF THE LIGHTS AND LOCATIONS ALONG THE PIPELINE SHALL BE PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.

FLOATING PIPELINE MARKERS TYPICAL SECTION
NTS

REV	DATE	DESCRIPTION
		ORIGINAL ISSUED DATE:

CHANGES OF RECORD

DATE:

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CLIENT: CITY OF INDIAN HARBOUR BEACH
2555 SOUTH PATRICK DR.
INDIAN HARBOUR BEACH, FL 32937

PROJECT: INDIAN HARBOUR MUCK REMOVAL PROJECT

TITLE: PROJECT DETAILS

ATKINS

JOB NO.	XXXXXXXXXXX
DRAWN:	JLP
DESIGN:	MES
CHECKED:	KG
APPROVED:	SMY
SHEET NO.	C-502

PRELIMINARY DRAWINGS

SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF INDIAN HARBOUR BEACH, FLORIDA.

AGREEMENT NUMBER: SOIRL 19-72

THIS AGREEMENT ("Agreement") is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Indian Harbour Beach, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, the COUNTY has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance no. 2016-15, ("the Ordinance") imposing a one half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that if approved in said referendum, said one half cent discretionary infrastructure sales tax shall be imposed and collected countywide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levying of the one half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been included and approved by the County Commission as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

For value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.

This Agreement incorporates all of the following:

a. The Recitals set forth above;
b. The Agreement;
c. Attachment A – Statement of Work;
d. Attachment B – Project Progress Report Form;
e. Attachment C – Reimbursement/Invoice Form;
f. Attachment D – Recipient's Certification of Payment Form; and
g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.

In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A.** CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.

a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until June 30, 2023 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than 45 days prior to the contracted Completion Date. Timely requests to extend for longer than six months may only be approved by the Board of County Commissioners. Requests to extend for less than six months may be approved by the County Manager or his/her designee.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the project, which is eligible for reimbursement under this Agreement, does not begin within 180 days of the Effective Date, or if the–invoice for non-construction projects is not submitted within 270 days of the Effective Date, the cost-share agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

The Project Managers listed below shall be responsible for overall coordination and management of the project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

<u>COUNTY</u>
Brandon Smith
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: brandon.smith@brevardfl.gov

<u>CITY</u>
Mark Ryan
City Manager
City of Indian Harbour Beach
2055 S Patrick Drive
Indian Harbour Beach, FL 32937
321-773-3181
E-mail: mryan@indianharbour.org

a. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the project. The COUNTY'S Project Manager may authorize minor changes in the project that the parties agree are not inconsistent with the purpose of the project, do not affect the COUNTY'S cost-share funding amount, the project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

b. Should additional funding be acquired from sources other than the Indian River Lagoon Surtax, the County and City Managers are authorized to sign amendments to this Agreement only if such additional funding: (1) reduces the lagoon tax funding amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the project, as described in the **Statement of Work, Attachment A.** The CITY is responsible for the professional quality, technical accuracy, and timely completion of the project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the project, the CITY will provide the COUNTY a written statement indicating that the project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY project update/status reports as provided in the **Statement of Work, Attachment A.** Reports will provide detail on progress of the project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S Project Progress Report Form, Attachment B. CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The CITY shall notify the COUNTY once construction has started at the site.

d. For as long as the project is operational, the COUNTY shall have the right to inspect the operation of the project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the project.

Section 8. Amount of Funding.

a. For satisfactory completion of the project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E.** This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the project are secured by the COUNTY from external revenue sources and approved for allocation to this project by the County Commission or their duly authorized representative.

b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the project during the term of this Agreement. The CITY shall be responsible for payment of all additional costs necessary to ensure completion of the project.

c. During Contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the project, and an estimate of project costs as defined below in section e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The CITY is responsible for owning, operating and maintain the project for the typical operating life of the project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on a quarterly basis for reimbursable expenses by one of the following four methods: (1) By mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Department of Natural Resource Management, Brandon Smith, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (2) By e-mail to brandon.smith@brevardfl.gov. If an option is not selected in this paragraph, the default invoicing basis will be quarterly.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitation, if applicable.

f. The COUNTY'S fiscal year ends on September 30. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30 satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the project or October 30th if the City's final payment is made between September 15th and 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the

schedule specified in the project agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the project schedule.

Section 14. Liability and Insurance.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. The CITY accepts all risks arising from construction or operation of the project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

Section 15. Funding Contingency.

a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon ½ cent surtax; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five

(5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

a. Should the CITY fail to complete the project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the project due to circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the project has not been completed within thirty (30) days after the Completion Date, the CITY shall provide the COUNTY with notice regarding its intention as to completion of the project. The parties shall discuss the status of the project and may mutually agree to revise the time for project completion or the scope of the project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm or hurricane, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemic, (k) strikes, or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency

by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty (30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

Section 18. Assignment.
The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.
a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is entitled to receive under the Agreement; and/or (6) the CITY has received contributions amounting to more than one hundred percent (100%) of the project cost through cumulative

public agency cost-share funding.

Section 20. Dispute Resolution.
The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and shall then be subject to judicial review upon completion of the project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

Section 22. Permits.
The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the project and shall include this requirement in all subcontracts pertaining to the project. The CITY shall obtain any and all governmental permits necessary to implement the project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.
The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the project. The CITY is solely responsible for accomplishing the project and directs the means and methods by which the project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.
a. The CITY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY or its subcontractors are found to have submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the

Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Local Preference Limitations.
The CITY is responsible for ensuring that "local preference" is only utilized in the hiring of contractors when legally permitted. If the source of funds for this cost-share in any way restricts the use of "local preference," the COUNTY has the responsibility to put the CITY on notice. If put on notice, the CITY agrees to indemnify the COUNTY for any and all actions or penalties that may arise from the unpermitted use of "local preference."

Section 26. Public Entity Crime.
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 27. Public Records.
Records of the CITY that are made or received in the course of performance of the project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 28. Royalties and Patents.
The CITY certifies that the project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 29. Employment Eligibility Verification (E-Verify):
The CITY:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the CITY'S enrollment in the program. This includes maintaining a copy of proof of the CITY'S and subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and CITY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Brevard County Board of County Commissioners

By: _____

Date: _____

Kristine Isnardi, Chair

As Approved by the Board on April 9, 2019

Attest

_____

Scott Ellis, Clerk

Date: _____

Indian Harbour Beach, Florida

By: _____

Name: Mark Ryan

Title: City Manager

Date: Oct. 18, 2019

Reviewed for legal form and content for Brevard County

_____

Christine Valliere, Assistant County Attorney

ATTACHMENT A
STATEMENT OF WORK

PROJECT TITLE:
Muck Removal of IHB Canals and Muck Interstitial Water Treatment for IHB Canals

PROJECT LOCATION:
Canals within Indian Harbour Beach City limits

PROJECT BACKGROUND:
Muck removal is a key component of the efforts to improve the quality of the Indian River Lagoon system. There is an estimated 183,000 cubic yards of muck in 3. 4 miles of IHB canals included within the muck removal project area.

PROJECT DESCRIPTION:
Muck removal from IHB canals and treatment of the interstitial water within that muck. Interstitial water will be treated to 3,000 parts per billion of dissolved nitrogen and 100 parts per billion of dissolved phosphorus.

TASKS and DELIVERABLES:

Task #1: Design and Permitting
Task Description: Professional Bathymetric Survey, Muck Volume Analysis, Meetings and Coordination, Seagrass/Mangrove Existing Conditions Investigation, Geotechnical Investigation, Regulatory Permitting, Project Design and Engineering, and Bidding Services.

Task Deliverable: Contour map, cross-sections, and color-banded muck depths for bathymetric survey and muck probes, Muck volume summary table, Seagrass/Mangrove Existing Conditions Report, Geotechnical Sediment Report, Permit Applications, Construction Plans, Technical Specifications and Bid Documents, and Letter of Recommended Award.

Task #2: Construction of Project
Task Description: Project construction, including the removal of approximately 183,000 cubic yards of muck material from the IHB canals, treatment of the associated interstitial water for nutrients, and disposal of the removed muck material.

Task Deliverable: Construction observation Logs, Interstitial water treatment testing report, Final Construction Report, Pay Applications, and Documentation of Permit Compliance Submittals.

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	4/28/2016	12/30/2020
2	Construction of Project	01/02/2021	6/30/2023

Estimated Reimbursement Schedule:
Project reimbursements will be requested quarterly.

Task #	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1									
2	2, 20/21 $900,000	3, 20/21 $900,000	4, 20/21 $900,000	1, 21/22- $900,000	2, 21/22 $900,000	3, 21/22 $900,000	4, 21/22 $900,000	1, 22/23 $900,000	2, 22/23 $900,000
2	3, 22/23 $1,015,415								

Deliverables:
Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds:
This project is not included in the City's FY 2019-2020 budget, therefore without the Save Our Indian River Lagoon Funding the project would not have been executed in the near future.

ATTACHMENT B

SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM

Date: _____ Report Number: _____

Project Information

Project Name:	
Recipient Name:	

Contract Number:		County Project Manager Email:	
Nitrogen Reduction Benefit (lbs/yr)		County Project Manager Phone:	
Phosphorus Reduction Benefit (lbs/yr)		Recipient's Email:	
TSS Reduction Benefit (lbs/yr)		Recipient's Phone:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	
Expended To-date:	
Contract Amount:	

Expended This Period:	
Percent Budget Expended:	
Percent Cost Share:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish	Complet	Date
1	Permitting				
2	Engineering				
3	Construction				

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment C - Detail Sheet

Save Our Indian River Lagoon Cost-Share Program
Invoice for Reimbursement

RECIPIENT'S NAME:	
RECIPIENT'S EMAIL:	
PROJECT NAME:	
AGREEMENT NO.:	
PERFORMANCE PERIOD:	
ROM:	To:
PAYMENT REQUEST NO.:	
DATE OF REQUEST:	
COUNTY'S PROJECT MANAGER:	
PROJECT COST:	
LAGOON TAX COST SHARE PERCENTAGE:	
CONTRACTED LAGOON TAX COST SHARE AMOUNT:	
CURRENT REIMBUREMENT AMOUNT REQUESTED:	

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES/ CATEGORY OF EXPENDITURE	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	PREVIOUS REIMBURSEMENT AMOUNT	CURRENT REIMBURSEMENT AMOUNT
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
			TOTALS:					$ -	$ -

Recipient's Certification of Payment Request

I, _____, on behalf of _____, do hereby certify for SOIRL Agreement No. _____ and Payment Request No. _____ that:

☐The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☐All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☐All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.

☐If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.

☐The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

☐All permits and approvals required for the construction, which is underway, have been obtained.

☐Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	Indian Harbour Beach
Project Name:	Muck Removal of IHB Canals and Muck Interstitial Water Treatment for IHB Canals
Agreement Number:	SOIRL 19-72

Estimated Project Cost-Share Table

Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Design and Permitting	$ 260,000		$ 260,000.00			$ -
2	Construction of Project	$ 10,120,000				$ 9,115,415.00	$ 1,004,585
	Total	$ 10,380,000	$ -	$ 260,000.00	$ -	$ 9,115,415.00	$ 1,004,585

Funding Eligibility Calculation

Project Type	Muck Dredging
BMP Type (If stormwater)	
Pounds of Nitrogen Reduction	31198
Eligible Cost Share per Pound	Removal $531/Interstitial $50
Eligible Tax Funding Cost Share	$ 9,115,415.00
Reduction so Sum of Grants does not exceed Project Cost	
Eligible Lagoon Tax Cost Share, Adjusted	$ 9,115,415.00
Percent Cost Share to be contributed by the Lagoon Tax	88%