

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 23, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	<u>Environmental Resources Management</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Material Removal Agreement (Agreement) between Palm Beach County and the Florida Inland Navigation District (District) for payment to the County of \$3,500,000 or \$20 per cubic yard, whichever amount is less, for the removal of an estimated 164,000 cubic yards of spoil material from the District's Dredge Material Management Area Peanut Island (DMMA PI), commencing upon execution and terminating December 31, 2025; and

B) approve a budget amendment for \$3,500,000 in the Manatee Fund to recognize revenue from the District; and


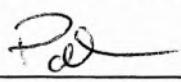
C) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other forms associated with the Agreement, and necessary minor amendments that do not substantially change the scope of work, terms or conditions of the Agreement.

Summary: The Agreement provides for the beneficial reuse of dredge material from the District's DMMA PI, to construct the Bonefish Cove Project. Bonefish Cove is a Lake Worth Lagoon restoration project that will be constructed in partnership with the U.S. Army Corps of Engineers (USACE), with the County as the local sponsor. The budget for the estimated \$11,815,000 project was set upon execution of the Project Partnership Agreement (PPA) with the USACE (R2019-1177). The County will pay the District an administrative removal fee in the amount of \$0.20 per cubic yard of material removed, which is estimated at \$32,800. The construction of the Bonefish Cove Project would not be possible without this partnership and Agreement with the District to utilize and repurpose their dredge material. District 1, 2, 4, 7 (SS)

Background and Justification: The federal PPA and this local Agreement with the District will facilitate the construction of a 40 acre restoration project in the Lake Worth Lagoon that will provide seagrass, mangrove, oyster, and shorebird nesting habitats.

Attachments:

- 1. Agreement
- 2. Budget Amendment (1232)

Recommended by:		7-8-22	<small>SAS 7/7/22</small>
	Department Director	Date	
Approved by:		7/18/22	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$3,500,000</u>	_____	_____	_____	_____
External Revenues	<u>(\$3,500,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____		No <u>X</u>
Does this item include the use of federal funds?			Yes _____		No <u>X</u>
Budget Account No.:	Fund <u>1232</u> Department <u>380</u> Unit <u>3303</u> Object <u>3401</u>				
Reporting Category	_____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Manatee Fund 1232

C. Department Fiscal Review: *S. Henry*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

2
3 *4* *5* *6* *7* *8* *9* *10* *11* *12* *13* *14* *15* *16* *17* *18* *19* *20* *21* *22* *23* *24* *25* *26* *27* *28* *29* *30* *31* *32* *33* *34* *35* *36* *37* *38* *39* *40* *41* *42* *43* *44* *45* *46* *47* *48* *49* *50* *51* *52* *53* *54* *55* *56* *57* *58* *59* *60* *61* *62* *63* *64* *65* *66* *67* *68* *69* *70* *71* *72* *73* *74* *75* *76* *77* *78* *79* *80* *81* *82* *83* *84* *85* *86* *87* *88* *89* *90* *91* *92* *93* *94* *95* *96* *97* *98* *99* *100*

7/13/22
S. M. [Signature] **OFMB**
7/14/22

7/14/22 Tu
[Signature] **Contract Dev. and Control**
7/14/22

B. Legal Sufficiency:

[Signature] *7/18/22*
Assistant County Attorney

C. Other Department Review:

Department Director

MATERIAL REMOVAL AGREEMENT

THIS MATERIAL REMOVAL AGREEMENT (“Agreement”) dated as of this ____ day of _____, 2022 by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as “DISTRICT,” and PALM BEACH COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

RECITALS

- A. DISTRICT is the owner of a parcel of land located in Palm Beach County, Florida and known as “Dredge Material Management Area Peanut Island,” as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (“DMMA PI” or “Premises”).
- B. COUNTY is a political subdivision of the State of Florida.
- C. COUNTY desires to obtain fill material from DMMA PI for an environmental restoration project in the waters of Lake Worth Lagoon (the “Project”), more particularly described in Exhibit “B”.
- D. COUNTY has requested the DISTRICT to allow the COUNTY to remove spoil material from the Premises for use in the Project.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the COUNTY to remove spoil material from the Premises, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT willingly allows the COUNTY to remove spoil material for use in the Project, upon the terms and conditions of this Agreement.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and COUNTY agree that:

1. INCORPORATION OF RECITALS:

The foregoing recitals are true, correct and incorporated herein by reference.

2. CONSENT TO REMOVAL OF SPOIL MATERIAL:

DISTRICT hereby consents to the removal of all of the spoil material from DMMA PI exclusively for use in the Project. The Agreement shall terminate on December 31, 2025 unless extended by an amendment approved by both parties. Prior to the removal of any

spoil material from the Premises, the COUNTY shall submit a detailed spoil material removal plan ("Plan") to the DISTRICT for approval by the DISTRICT's Engineer. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells, fences, gates, roadways and other facilities are not compromised. The COUNTY and its contractors shall comply with the Plan at all times. The Plan shall include an estimated quantity of spoil material to be removed.

3. PAYMENTS:

- a) COUNTY shall pay DISTRICT an administrative removal fee in the amount of \$0.20 per cubic yard of material removed. The COUNTY acknowledges that any removed material shall only be utilized for the Project. Upon completion of the project, the COUNTY shall deliver to the DISTRICT a certified tally sheet of the volume of spoil material removed from PI in order to calculate this applicable fee.
- b) COUNTY shall make any and all payments due hereunder to DISTRICT at that address set forth as follows unless otherwise notified by DISTRICT in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FL 33477-9427

- c) COUNTY shall pay all administrative removal fees without demand as required to be paid by COUNTY under this Agreement.
- d) DISTRICT shall pay COUNTY per cubic yard of material removed to cover a portion of the estimated costs for removing the spoil material from the DMMA PI and relocating to the Project site. The cost to the DISTRICT will not exceed \$3,500,000 or \$20 per cubic yard of material removed, whichever amount is less. The total payment is based on an estimated 164,000 cubic yards of spoil material to be removed. Upon completion of the Project, the COUNTY shall deliver to the DISTRICT a certified tally sheet of the volume of spoil material removed from PI in order to calculate this applicable fee.

4. USE OF PREMISES/CONDUCT OF BUSINESS:

- a) COUNTY and its authorized contractor shall occupy and use the Premises solely for the removal of spoil material for use in the Project (hereinafter the "Permitted Use"). COUNTY shall not use the Premises or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.

- b) COUNTY and its authorized contractor shall, at COUNTY's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall become a nuisance.
- c) The DISTRICT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DISTRICT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered

5. COUNTY'S FIXTURES AND ALTERATIONS:

- a) COUNTY agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises.
- b) In addition to the above, COUNTY shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at COUNTY's expense.

6. ASSIGNMENT:

- a) COUNTY shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of COUNTY herein, in whole or in part, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of COUNTY herein be assigned or if the whole or any part of the Premises be used or occupied by others after having obtained DISTRICT's prior written consent thereto, COUNTY shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by COUNTY and COUNTY shall not be released therefrom in any manner.
- b) Should COUNTY, in violation of the provisions of this Paragraph, assign this Agreement, or allow the Premises to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of COUNTY shall be deemed

a default of COUNTY entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 12 hereof.

7. LIENS:

- a) Mechanics' or Materialmen's Liens: COUNTY shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to COUNTY in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of COUNTY.
- b) If the Premises or any part thereof or COUNTY's interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, COUNTY shall promptly notify DISTRICT of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION:

- a) As a consideration for the making of this Agreement and in light of the fact that COUNTY has had the opportunity to make such inspections and tests as COUNTY, in COUNTY's judgment, has deemed necessary, COUNTY accepts the Premises in its "As-Is Condition"
- b) Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the DISTRICT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the DISTRICT negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
- c) COUNTY shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by COUNTY or COUNTY's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.

d) The provisions of this Section 8 shall survive the termination of this Agreement.

9. INSURANCE :

COUNTY is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. COUNTY shall maintain a fiscally prudent liability program with regard to its obligations under this Agreement, and provide evidence of coverage to DISTRICT upon request. COUNTY shall notify DISTRICT within thirty (30) days of any change in its insurance status. Nothing herein shall serve as a waiver of sovereign immunity.

Should COUNTY contract with a third-party to perform any service related to this Agreement, COUNTY shall require the third-party to provide the following minimum insurance:

- a) Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include COUNTY and DISTRICT as Additional Insureds.
- b) Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence.
- c) Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the COUNTY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

10. REPAIRS AND MAINTENANCE OF PREMISES:

- a) COUNTY shall at all times at its sole cost and expense keep and maintain the Premises in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b) COUNTY will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for COUNTY's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c) COUNTY, at COUNTY's sole cost, shall completely remove COUNTY's Project Materials and equipment from the Premises and properly dispose or reuse the same not later than December 31, 2025.

d) In the event COUNTY defaults in the performance of any of its obligations under this Paragraph 10, DISTRICT, in addition to DISTRICT's other remedies under this Agreement, at law or in equity, may, but shall not be obligated to, cure such default, following reasonable notice and opportunity for County to cure such default on behalf of COUNTY and COUNTY shall reimburse DISTRICT upon demand for any sums paid or costs incurred curing such default.

e) The provisions of this Paragraph 10 shall survive the termination of this Agreement.

11. EVENTS OF DEFAULT:

The following shall constitute Events of Default:

- a) If COUNTY defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to COUNTY.
- b) If COUNTY defaults in fulfilling any of the other covenants of this Agreement on COUNTY's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from DISTRICT to COUNTY specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if COUNTY shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.

12. REMEDIES IN EVENT OF DEFAULT:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.

13. NOTICES:

Each notice, correspondence, document or other communication (collectively, "Notice")

required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to COUNTY: Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Attention: Department Director

With copy to: Palm Beach County
County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401.
Attention: Scott A. Stone, Esq.

If to DISTRICT: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

With a copy to: Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

14. MISCELLANEOUS:

- a) COUNTY has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b) The failure of DISTRICT or COUNTY to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.

- c) No act or agreement to accept surrender of the Premises from COUNTY shall be valid unless in writing signed by the parties hereto.
- d) This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR COUNTY'S USE AND OCCUPANCY OF THE PREMISES.
- f) COUNTY hereby acknowledges COUNTY's responsibility to insure COUNTY's property maintained within or upon the said Premises at COUNTY's expense.
- g) COUNTY shall not change or install additional locks on any gates without DISTRICT's express written consent. In the event COUNTY changes or installs additional locks, COUNTY shall provide DISTRICT with duplicate keys therefor at COUNTY's expense.
- h) If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i) This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- j) This Agreement shall be construed under the laws of the State of Florida.
- k) The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.
- l) This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

- m) Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement; (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement; and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.


- n) The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

- o) COUNTY's performance and obligation to pay under this contract is contingent on an annual appropriation by the Board of County Commissioners.

DISTRICT's performance and obligation to pay under this contract is contingent on an annual appropriation by the Board of Commissioners of the Florida Inland Navigation District.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

APPROVED TO FORM AND
LEGAL SUFFICIENCY:


Peter L. Breton, Esq., General Counsel

DATED: 6/17/22

AS TO LANDLORD:
FLORIDA INLAND NAVIGATION DISTRICT


Carl Blow, Chair

DATED: 6/17/22

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

AS TO COUNTY:
Palm Beach County, a political subdivision of the
State of Florida

BY: _____
DEPUTY CLERK

BY: _____

NAME: Robert S. Weinroth

TITLE: MAYOR

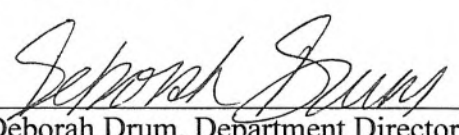
DATED: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Scott A. Stone
Assistant County Attorney

DATED: _____

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
Deborah Drum, Department Director
Environmental Resources Management

DATED: 7/7/22

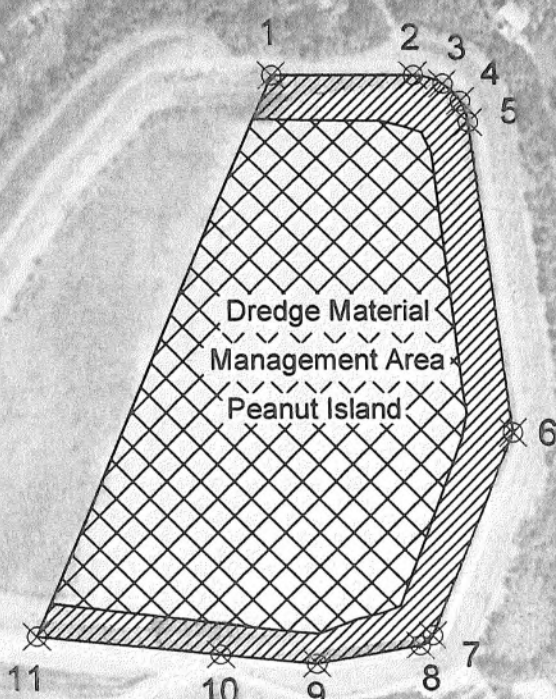
EXHIBIT A

DREDGE MATERIAL MANAGEMENT AREA

PEANUT ISLAND

FILL EXCAVATION AREA

Peanut Island



Excavation to +0.5 NAVD



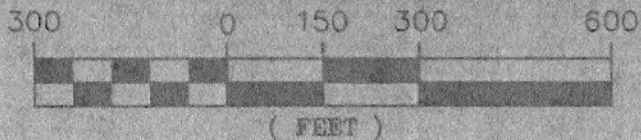
Excavation to 10 Feet from Toe of Constructed Levee

Note

- 1) Horizontal coordinates are referenced to the North American Datum of 1983, Florida State Plane, East Zone 0901 (NAD83).
- 2) Elevations are in feet referenced to the North American Vertical Datum of 1988 (NAVD).
- 3) Existing constructed levee shall not be impacted by excavation activities.

Point	Easting	Northing
1	967704.0	888833.2
2	967925.6	888833.2
3	967971.4	888819.9
4	967998.7	888792.5
5	968010.8	888758.6
6	968076.1	888271.7
7	967947.5	887953.3
8	967928.1	887937.5
9	967766.3	887908.1
10	967615.8	887923.1
11	967328.0	887951.8

GRAPHIC SCALE



Project	EXHIBIT A
Dredge Material Management Area	
Peanut Island	

Project	EXHIBIT A
Dredge Material Management Area	
Peanut Island	

Scale	AS SHOWN
Author	DC
Checked	DC
Date	1/22
Field Book No.	

No.	Revised	By	Date



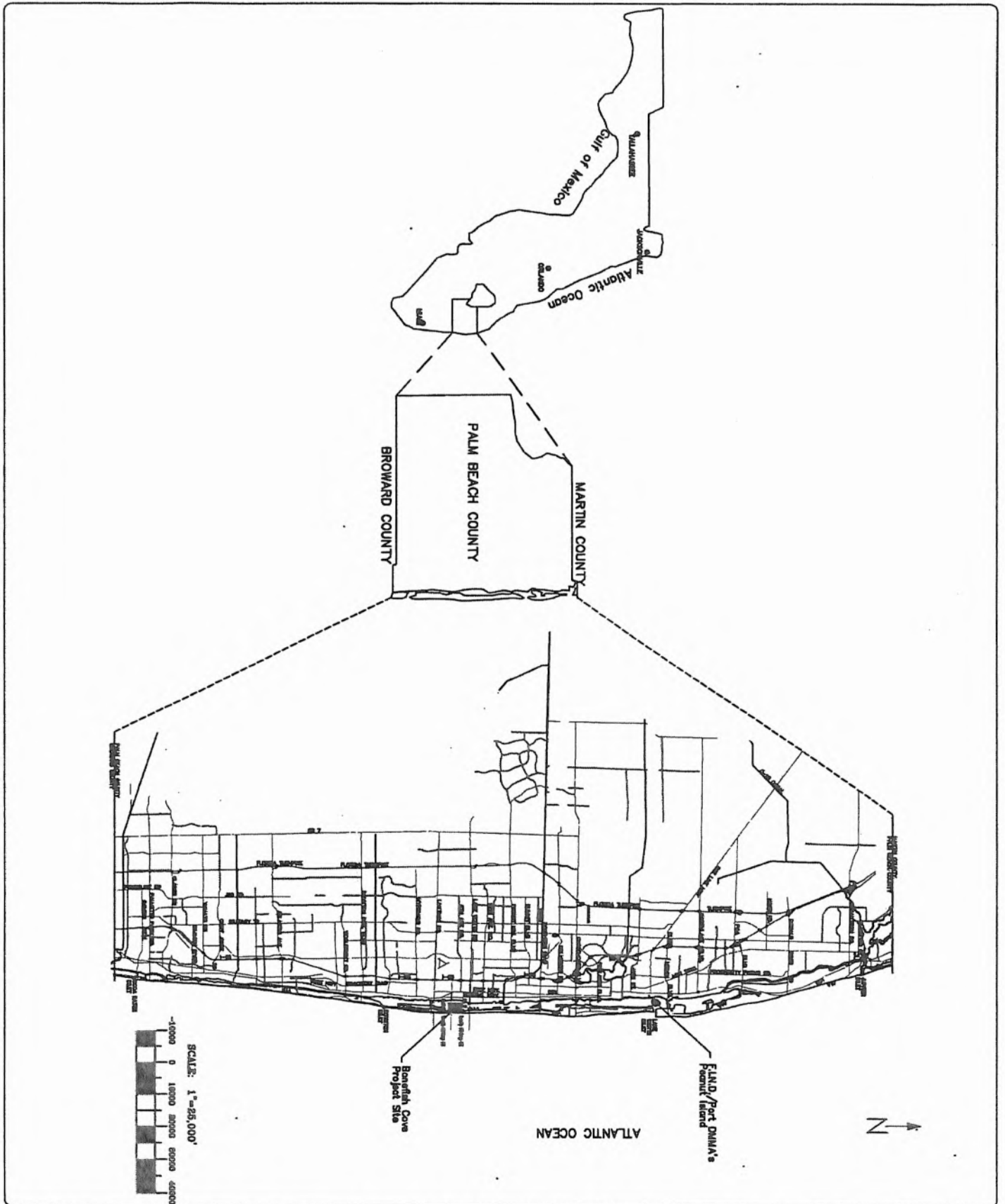
PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 2300 N. Jog Road, 4th Floor
 WEST PALM BEACH, FLORIDA
 (561) 833-2400

EXHIBIT B

ENVIRONMENTAL RESTORATION PROJECT

LAKE WORTH LAGOON

“BONEFISH COVE”



Project	LWL CAP 1135 Project
Location	Bonefish Cove Estuarine Project

Project
LWL CAP 1135 Project
Bonefish Cove Estuarine Project

Location and Vicinity Map

SCALE

No.	Description	Date	By	Check

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
 2500 N. Jog Road, 4th Floor
 WEST PALM BEACH, FLORIDA
 (561) 833-8400

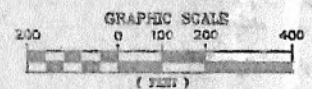
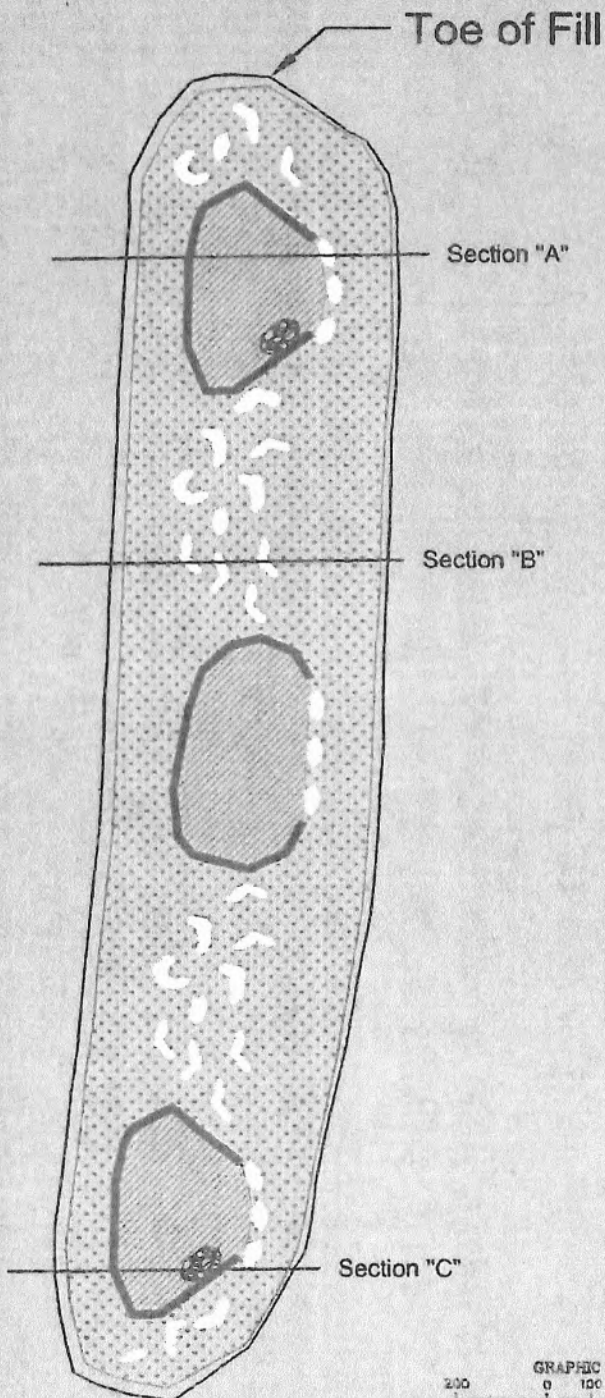
LEGEND

- Approximate Toe Of Fill (40.2 ac.)
- - - -0.5 Ft. Contour Line
- - - -3.5 Ft. Contour Line
- - - -5.5 Ft. Contour Line
- ▨ Mangrove Islands (7.8 ac.)
- Oyster Reef (1.7 ac)
- ▧ Potential SAV (35.0 ac.)
- Riprap Wavebreak (1.1 ac.)
- ⊙ Bird Nesting Mound (0.2 ac)

Notes:

- 1) Proposed elevations are referenced to the North American Vertical Datum of 1988, 1990 adjustment (NAVD88).
- 2) Mean High Water = +0.10 NAVD88.
- 3) Mean Low Water = -2.36 NAVD88.
- 4) Fill quantity = approx. 375,000 cu. yds.
- 5) Wavebreak rock quantity = approx. 6,469 tons.
- 6) Oyster reef rock quantity = approx. 12,423 tons.
- 7) Bird mound rock quantity = approx. 672 tons
- 8) See drawing 2 for cross-sections.

ICW CHANNEL




1	1	1
---	---	---

PALM BEACH COUNTY
BONEFISH COVE RESTORATION
 Construction Plan View

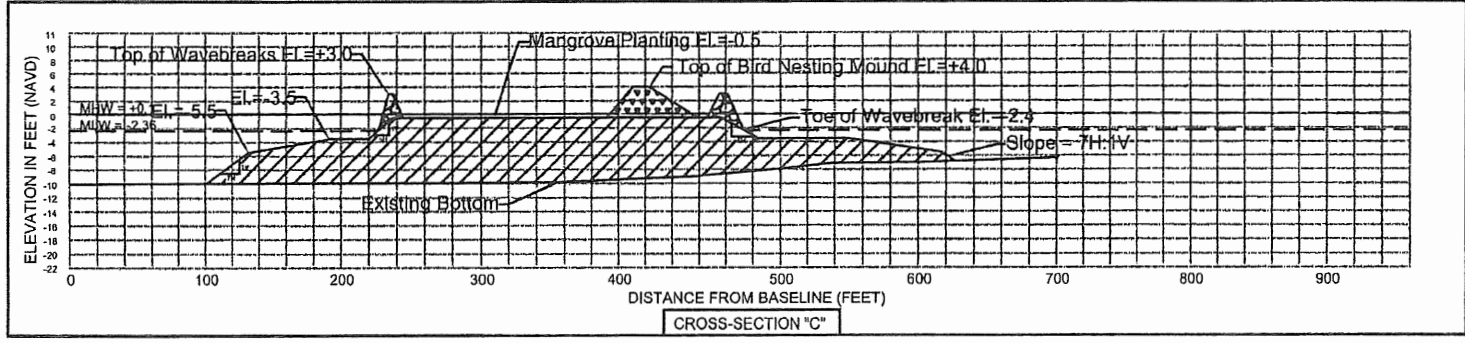
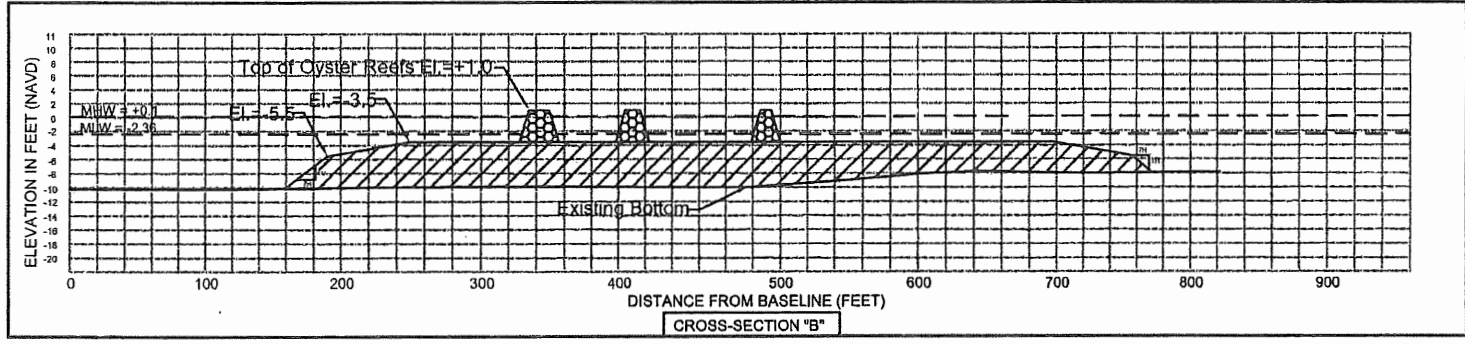
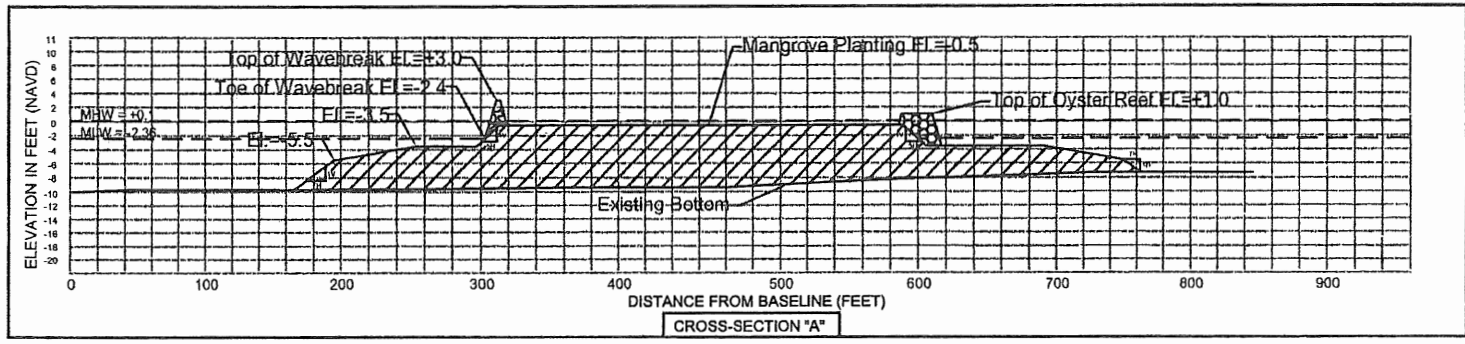
DATE	BY

NO.	DATE	BY	CHK.







PALM BEACH COUNTY
 DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
 2600 N. Jog Road, 4th Floor
 WEST PALM BEACH, FLORIDA
 (561) 233-2400

T:\eathercurrent projects\Corps 1135 Project\Project Alternatives\Bonefish Cove\Design Plans\Ninth Iteration\Typical Sections\plan\sec10.dwg 11:43:50 AM


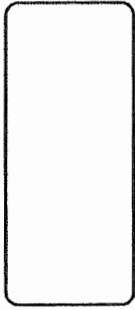


- Notes:
- 1) All elevations are referenced to the North American Vertical Datum of 1988 (NAVD).
 - 2) All horizontal distances in feet.
 - 3) MHW = +0.10 NAVD, MLW = -2.36 NAVD.
 - 4) Wavebreak crest widths = 4 feet.
 - 5) See Drawing 1 for section locations.
 - 6) Eastern IWW ROW is 150 feet west of Baseline.

-  Riprap Wavebreak (Type A riprap, 1' to 3' limestone boulders)
-  Oyster Reef (Type B riprap, 9" to 18" limestone rock)
-  Fill Area
-  Bird Nesting Berm (Bedding stone, 4" to 9" limestone rock)

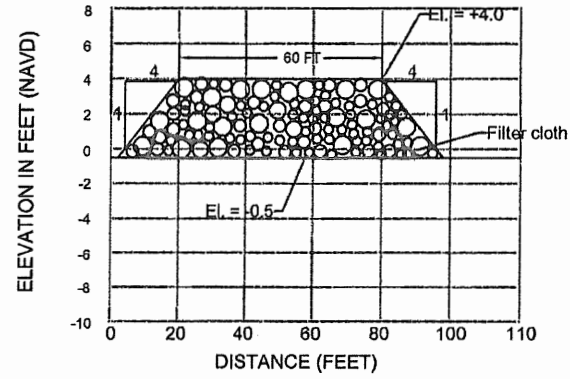


PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 2300 NORTH JOG ROAD, 4th FLOOR
 WEST PALM BEACH, FL 33411-2745
 (561) 233-2400

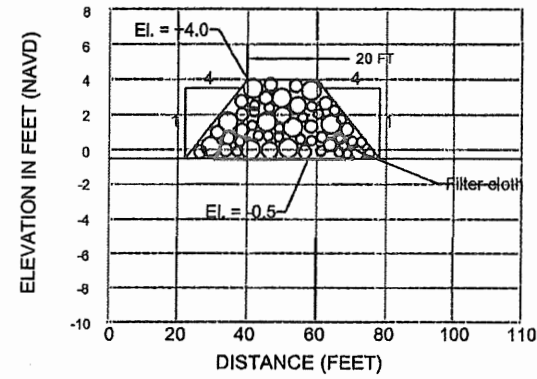



BONEFISH COVE RESTORATION
TYPICAL CROSS-SECTIONS

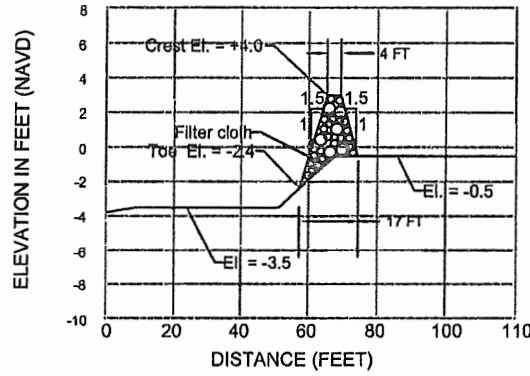
Scale: AS NOTED
 Date: 3/05/2021
 Sheet: 2 OF 3



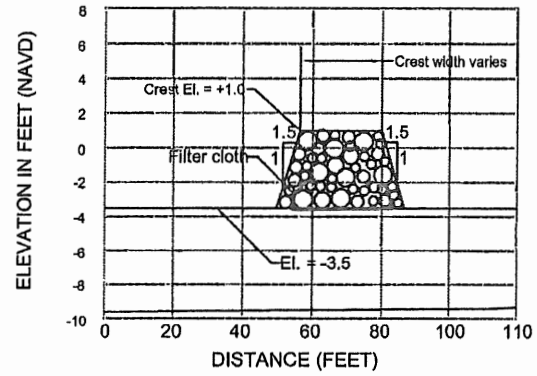
BIRD MOUND DETAIL (LENGTH)



BIRD MOUND DETAIL (WIDTH)



WAVEBREAK DETAIL



OYSTER REEF DETAIL

Notes:

- 1) All elevations are referenced to the North American Vertical Datum of 1988 (NAVD).
- 2) All horizontal distances in feet.
- 3) Riprap wavebreak material = Type A riprap, 1' to 3' limestone boulders
- 4) Oyster reef material = Type B riprap, 9" to 18" limestone rock.
- 5) Bird nesting mound material = Bedding stone, 4" to 9" limestone rock.
- 6) Filter cloth = Mirafi XXX or equivalent.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Fund 1232 Manatee Protection

BGEX 380 070522-1482
BGRV 380 070522-489

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 07/05/2022	REMAINING BALANCE
<u>REVENUES</u>								
1232-380-3303-4399	Oth Physical Environment Rev	0	500,000	3,500,000	0	4,000,000		
Total Receipts and Balances		5,828,939	9,381,917	3,500,000	0	12,881,917		
<u>EXPENDITURES</u>								
1232-380-3303-3401	Other Contractual Services	1,413,492	1,916,492	3,500,000	0	5,416,492	1,317,092	4,099,400
Total Appropriations & Expenditures		5,828,939	9,381,917	3,500,000	0	12,881,917		

Signatures & Dates

By Board of County Commissioners
At Meeting of

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Seborah Summ 7/7/22

August 23, 2022

Administration/Budget Department Approval

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners