

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Parks and Recreation
Submitted By: Parks and Recreation Department
Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **ratify** the Mayor's signature on a Waterways Assistance Program (WAP) grant application submitted to the Florida Inland Navigation District (FIND) on March, 27, 2025, requesting \$750,000 to fund 50% of the expected construction costs associated with the Peanut Island Park Dock Renovation Project (Project);
- B) **adopt** a Resolution for Assistance under the FIND WAP for grant funding for construction costs associated with the Project in the amount of \$750,000;
- C) **delegate authority** to the County Administrator, or designee, to sign all grant application forms and supporting documents and complete all registration requirements, execute the forthcoming agreement and all future time extensions, task assignments, certifications, and other forms associated with the forthcoming agreement and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the forthcoming agreement;
- D) **authorize** the Director of the Parks and Recreation Department (Parks) to serve as the Project Director; and
- E) **authorize** the Director of Parks to serve as Liaison Agent and the County Administrator's designee with FIND for this Project.

Summary: On January 4, 2022, Palm Beach County (County) leased the Peanut Island Historic Area from the Port of Palm Beach. This area includes public docks, the Kennedy fallout and bunker, the former U.S. Coast Guard boat house and former U.S. Coast Guard station house. The historic area will be renovated in phases beginning with the docks. The County is requesting \$750,000 in grant funding to cover 50% of the construction costs associated with the renovation/replacement of the docks. If grant funding is awarded, the County will provide matching funds from the Florida Boating Improvement Program (FBIP). Due to grant-related items requiring timely execution by the County, staff is requesting the Board of County Commissioners (BCC) approval for the County Administrator, or designee, to approve and execute supporting grant documentation. The emergency signature process was utilized because there was not sufficient time to submit the grant application through the regular BCC agenda process. If awarded, the grant will run from October 1, 2025 until September 30, 2027, with a possible one (1) year time extension. Districts 1 & 7 (AH)

Background and Justification: FIND offers grants to local governments through its WAP for public recreation projects directly related to its waterways. The County is requesting WAP funding to cover 50% of the construction costs associated with the replacement of the Peanut Island Historic Area docks. In order to meet the grant application deadline, Mayor Marino executed the application on behalf of the BCC as authorized by Palm Beach County Administrative Code, Section 309.00. The code requires the grant application be presented to the BCC for approval at their next available meeting after signature by the Mayor.

Attachment: Grant Application including Resolution

Recommended by: Jennifer E. Cullen 4/23/2025
Department Director Date
Approved by: [Signature] 4/29/25
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:	Yes		No	X	
Does this item include use of Federal Funds?	Yes		No	X	
Does this item include use of State funds?	Yes		No	X	

Budget Account No.: Fund __ Department __ Unit
Object __ Program _____

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

There is no fiscal impact at this time. Should the grant be awarded, a budget amendment will be presented to the Board for approval. The additional funding sources for this project are identified as follows:

FIND WAP grant	3600-582-TBD	\$750,000
FBIP Improvements	3604-584-P863	\$750,000
Total Grant Project Cost		\$1,500,000

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

OFMB

4/24/25

Contract Development and Control

4/25/25

B. Legal Sufficiency:

_____ 4/28/25
Senior Assistant County Attorney

C. Other Department Review:

Department Director



**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600

Email: pbcparks@pbc.gov
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel Flores
Marci Woodward
Maria Sachs
Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

TO: Maria G. Marino, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator *VC Baker*

THRU: Tammy K. Fields, Assistant County Administrator
County Administration *TJF*

THRU: Andres Figueroa, Budget Analyst
Financial Management and Budget

THRU: Anne Helfant, Senior Assistant County Attorney
County Attorney Office

FROM: Jennifer Cirillo, Director
Parks and Recreation Department *JCirillo*

DATE: March 13, 2025

RE: Authorization to submit a Florida Inland Navigation District
Waterway Assistance Program grant application

Pursuant to Section 309 of the Administrative Code, your signature is requested for a Florida Inland Navigation District – Waterway Assistance Program grant. If awarded this grant will help fund the renovation/replacement of the Peanut Island Historic Area Dock. The Parks and Recreation Department is requesting \$750,000 which will be matched with \$750,000 from the Palm Beach County Florida Boating Improvement Program fund. If awarded, the two year grant contract will run from the fall of 2025 until the fall of 2027, with a possible one year time extension.

The emergency signature process is being utilized because there is not sufficient time to submit this funding request through the regular Board of County Commissioners' agenda process before the application due date on March 28, 2025. Staff will submit the application for the Board's review at the next available meeting.

The County leased the Historic Area from the Port of Palm Beach in January 2022, and will be renovating this museum in phases, beginning with the former U.S. Coast Guard Facility docks.

If you have any questions regarding this grant application, please contact Michelle Jones, Contracts/Grants Coordinator with the Parks and Recreation Department at 561-966-6621.

Reviewed and Recommended for Authorization:

Jennifer Cirillo
Department Director

Anne Helfant
Senior Assistant County Attorney

[Signature]
OFMB

[Signature]
Assistant County Administrator

Authorization Approved

Maria G. Marino
Maria G. Marino, Mayor
Palm Beach County Board of County Commissioners

Attachments

WATERWAY ASSISTANCE PROGRAM 2025



MARCH 2025



**PALM BEACH COUNTY
PARKS & RECREATION**

National Gold Medal Award Winner

**PALM BEACH COUNTY
PEANUT ISLAND PHASE TWO
DOCK RENOVATION
PROJECT**

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	Peanut Island Phase II Dock Renovation Project
Applicant:	Palm Beach County Board of County Commissioners

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org.
Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	<u>AB</u>	_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	<input checked="" type="radio"/>	<input type="radio"/>
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	<input checked="" type="radio"/>	<input type="radio"/>
4. Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (Must be on District form)	<input checked="" type="radio"/>	<input type="radio"/>
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	<input checked="" type="radio"/>	<input type="radio"/>
6. County/City Location Map	<input checked="" type="radio"/>	<input type="radio"/>
7. Project Boundary Map	<input checked="" type="radio"/>	<input type="radio"/>
8. Clear and Detailed Site Development Plan Map	<input checked="" type="radio"/>	<input type="radio"/>

Continued on Next Page

- | | <u>YES</u> | <u>NO</u> |
|--|----------------------------------|-----------------------|
| 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6) | <input checked="" type="radio"/> | <input type="radio"/> |
| 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page) | <input checked="" type="radio"/> | <input type="radio"/> |
| 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects) | <input checked="" type="radio"/> | <input type="radio"/> |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Jennifer Cirillo

Director, PBC Parks and Recreation

Print Liaison Name

Title

Jennifer E. Cirillo

3/3/2025

Liaison Signature

Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2
Waterways Assistance Program FY2025
Application and Evaluation Worksheet

Local Sponsor: PBC Board of County Commissioners	Department: PBC Parks and Recreation Department
Project Title: Peanut Island Phase II Dock Renovation Project	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Jennifer Cirillo	Email: JCirillo@pbc.gov
Grant Liaison: (If Different from Director)	Email:
Mailing Address: 2700 6th Avenue South	
City: Lake Worth Beach	Zip Code: 33461
Phone Number: 561-966-6613	
Project Address: 6500 Peanut Island Road, Riviera Beach, FL 33404	
Requested FIND Funding:	\$750,000
Eligible Matching Funds Amount:	\$750,000
Match Percentage:	50%
Total Project Costs:	\$1,500,000
Applicant's Funding Source:	Palm Beach County Florida Boating Improvement funds



Applicant Signature Certifying the Above Information

Maria G. Marino, Mayor

Print Name

Project Summary: Maximum 200 Words

In January 2022, Palm Beach County leased the historic U.S. Coast Guard Facility from the Port of Palm Beach. The Facility includes the Kennedy Bunker, Boat House, Coast Guard Station and docks. The County plans on renovating the property in phases, starting with the Coast Guard docks.

The docks have not been properly managed and are in need of replacement. The County is requesting \$750,000 in grant funding to pay for 50% of the cost to complete this dock renovation/replacement project.

Approved As To Form and Legal Sufficiency

By: 
Senior Assistant County Attorney

1. Priority Category:

- a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

7 - Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities.

- b) Explain how the project fits into this priority category

Once completed, the dilapidated docks at the Peanut Island Coast Guard Facility will be rebuilt/replaced to serve boaters wishing to visit the Peanut Island Historic facilities, including the Kennedy Bunker, Boat House and Coast Guard Station.

- c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

Once renovated the U.S. Coast Guard Facilities will likely be operated as a museum and environmental education center. The museum will include displays on the history of Peanut Island, navigation and the Intracoastal Waterway, as well as the history of Palm Beach County.

2. Ownership of Project Site:

Own ☐ Leased ☒ Other ☐

If leased or other, please describe lease or terms and conditions:

On January 4, 2022, Palm Beach County entered into a 30 year Lease Agreement with the Port of Palm Beach for 6.4 acres on Peanut Island.

3. Has the District previously provided assistance funding to this project or site?

Yes ☒ No ☐

4. If yes, please list the project name, number and funding amount received:

Peanut Island Phase I PB95-38, Peanut Island Phase IB & 2A PB96-44, Peanut Island Phase III PB99-76, Peanut Island Erosion Control & Reef Project PB14-184, Peanut Island Phase IV PB00-90, Peanut Island Dock Renovation Phase I PB-22-219.

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

Peanut Island receives hundreds of thousands of visitors annually. Most visitors arrive by water taxi; however, hundreds of boats anchor offshore and use the park's restroom and picnic facilities. In FY 2023, almost 150,000 people used water taxis to visit Peanut Island. There are 14 day-use docks available on the east side of the island and room for eight vessels to dock (depending on size) on the west side of the island.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

The existing Coast Guard docks are dilapidated and not suitable for use. Once renovated/replaced these docks will be used for historic tour boats, water taxis and shuttles for visitors wishing to visit the historic facilities.

7. Public Usage & Benefits:

- a) What public access or navigational benefit to the District’s waterways will result from this project? How will this project enhance public access to the District’s waterways, and what specific navigational benefits will it provide to the community?
- Peanut Island Park is nationally recognized as a boaters' destination. The Park features camping, snorkeling, fishing, picnicking and restrooms. The renovated docks will provide access to the historic U.S. Coast Guard Facilities.
- b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?
- Once the docks are renovated/replaced there will be a location for historic tour boats, water taxis and shuttles to dock for park patrons visiting the historic facilities.
- c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?
- The Project is located less than 15 miles from the Martin/Palm Beach County line and it is reasonable for residents from other counties to use the park as a boater destination island.
- d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?
- The Zoning and Land use prohibits commercial activity on Peanut Island. There are no plans to implement restrictions on boater access or speed zones.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☒

If answered Yes:

a) List or provide a fee schedule.

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District	N	N/A	
Dept of Environmental Protection	Y	8/8/2023 - Applied for an exception from ERP	10/31/2023
USACE	Y	8/8/2023	Original received on 10/20/24, revised permit by 9/2025

10. a) Construction

This question is to be answered only if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

In August 2023, WGI, the County's consultant, submitted a permit application to the Army Corps of Engineers (USACE) and an exemption request to the Florida Department of Environmental Protection (FDEP) for the dock replacement project. FDEP granted the exemption in October 2023. The County received the original USACE permit in 10/2024 for a fixed dock configuration. A design modification required resubmitting the permit, with approval expected by September 2025.

Near the Port of Palm Beach channel, the dock's configuration is under USACE Navigation review. Construction will occur from barges with turbidity screens to protect water quality. The dock, built on its original footprint, will use high-grade marine materials per Florida DOT standards. Prestressed concrete pilings (30– 50-year lifespan) replace timber pilings (20– 40 years). Fibergrate decking, a durable, UV-resistant composite, replaces wood, lasting over 25 years.

To enhance sustainability, piles are designed for sea level rise, allowing a future 2' dock elevation via a cast-in-place concrete cap, requiring additional permits. Composite open grating enables light penetration and occasional submersion, minimizing maintenance as king tide elevations rise.

PROJECT COST ESTIMATE

Project Title:	Peanut Island Phase II Dock Renovation Project
Applicant:	Palm Beach County Board of County Commissioners

**TOTALS =	\$1,500,000	\$750,000	\$750,000
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ATTACHMENT E-4
Waterways Assistance Program FY2025
PROJECT TIMELINE

Project Title:	Peanut Island Phase II Dock Renovation Project
Applicant:	Palm Beach County Board of County Commissioners

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

DATE	COMPONENT
October 2025	Execution of grant contract (if funding is awarded)
December 2025	Palm Beach County Board of County Commissioners agenda to receive and file grant contract and establish budget
March 2026	Advertise construction request for proposal
Spring/Summer 2026	Award construction contract to the lowest responsive bidder
August 2026	Commencement of Construction
December 2027	Completion of Construction
March 2028	Grant closeout documents and ribbon cutting

LOCATION MAP



Source:
Palm Beach County GIS Coordination
Palm Beach County Parks and Recreation
Image Date: 2021

This map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The County makes no warranties, expressed or implied, as to the use of this map. There are no implied warranties of merchantability or fitness for a particular purpose. The owner of this map acknowledges and accepts the limitations of the map, including the fact that the data coverages are dynamic and in a constant state of maintenance, correction and update.

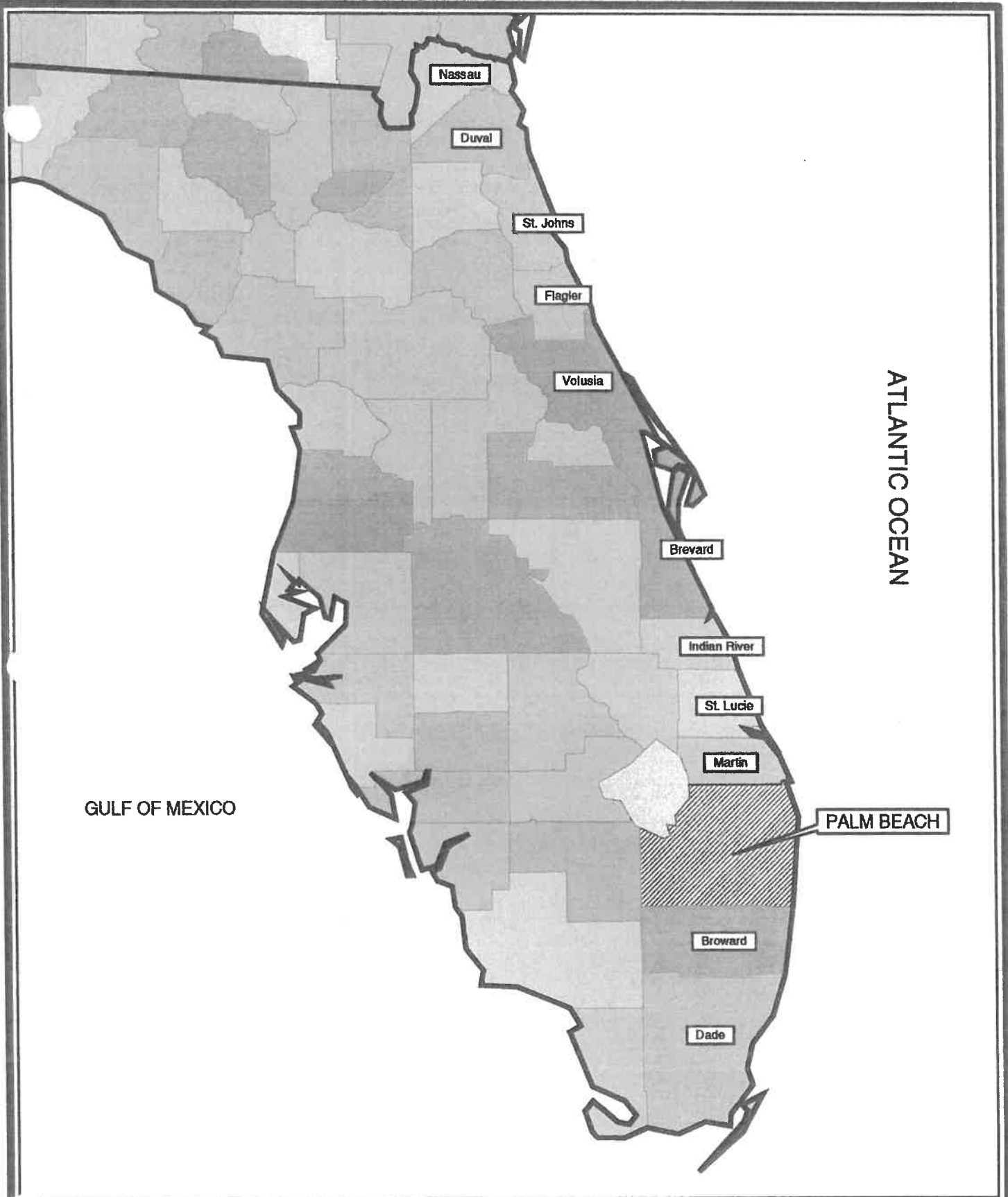
Peanut Island Park
Location Map



Map Date: Feb. 16, 2022
Created By: D.Duenas



LOCATION MAP



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

PALM BEACH COUNTY, FLORIDA

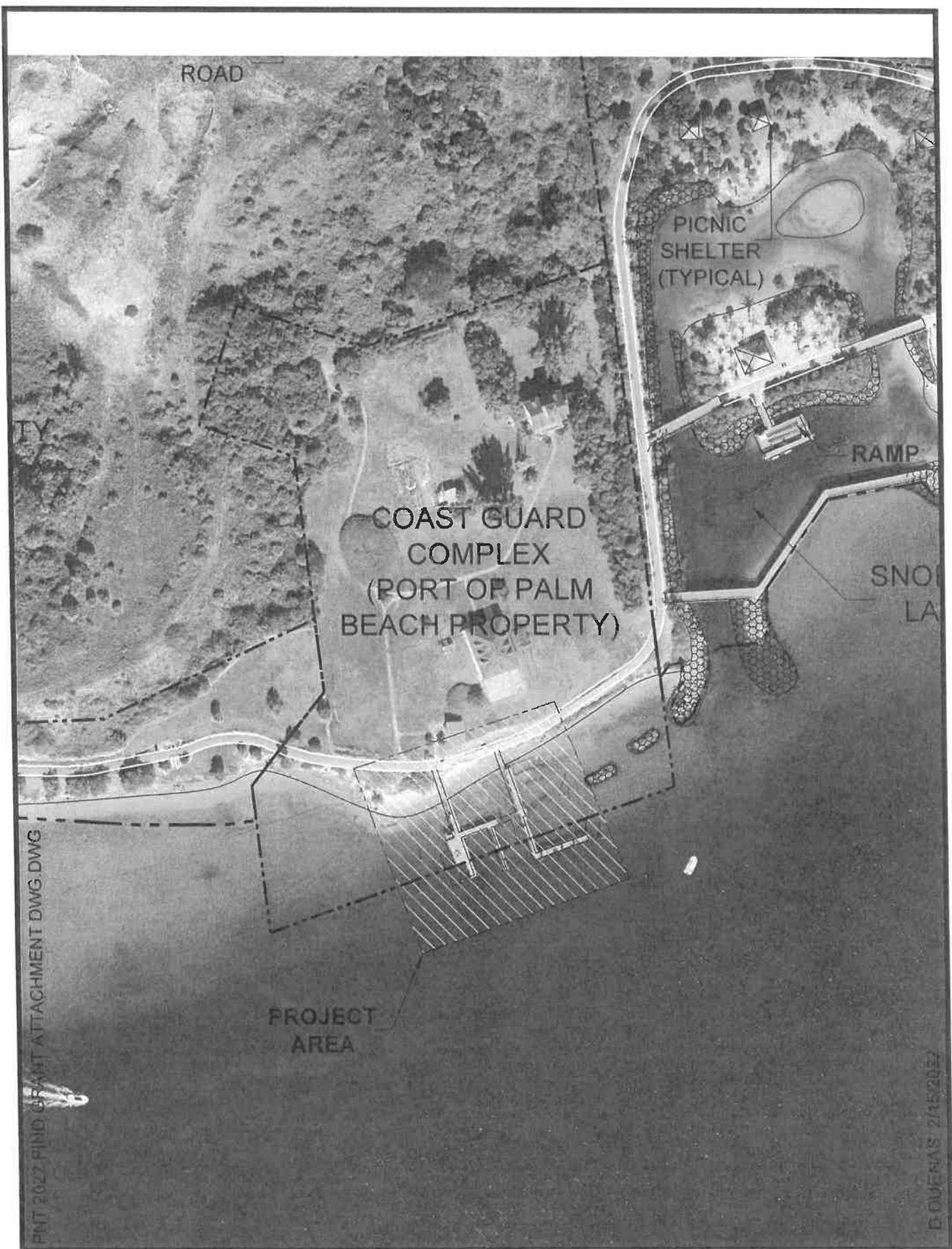
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Source:
Palm Beach County GIS Coordination
Palm Beach County Parks and Recreation

Map Date: March 7, 2002
Created by: B. Hamilton



SCALE: 1" = 40mi



PALM BEACH COUNTY
PARKS & RECREATION

We create opportunities for healthy, happy living!

PEANUT ISLAND PARK PROJECT BOUNDARY FIND - WAP

PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
PLANNING, RESEARCH & DEVELOPMENT DIVISION

NORTH



0' 150' 300'

Autodesk, Deca-2/Pennant Island Boat Dock Replacement - 8/11/22.M



LEGEND:

- ☒ PROPOSED 18" CONCRETE PILE
- ☒ PROPOSED TUBES DOWHAM CLUSTER
- ☒ PROPOSED 12" MIN. TIMBER PILE
- ☒ EXISTING COLONY DISTRIBUTION, SEE WORKING DRAWING
- ☒ BENTONIC HARVEY DATED 06/07/2023

BOAT DOCK SHEET INDEX MAP
NOT TO SCALE
65% SUBMITTAL

ITWGI®
2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110

PROPOSED DOCK PLAN

PROJECT NO.
4193.26

\$5.0

SHEET 17

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Palm Beach County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Palm Beach County and the State of Florida:

Project Title Peanut Island Dock Renovation Phase II Project

Total Estimated Cost \$ 1,500,000

Brief Description of Project: This grant application, pending its approval, will be used to pay for a portion of the construction costs associated with the redevelopment of the Peanut Island U.S. Coast Guard Facility Docks. The grant will be matched using, Palm Beach County Florida Boating Improvement Funds.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Palm Beach County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Palm Beach County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of \$750,000 or 50% of the actual cost of the project in behalf of said Palm Beach County Board of County Commissioners

AND, be it further resolved by the Palm Beach County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Palm Beach County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

(2)

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Palm Beach County Board of County Commissioners at a legal meeting held on this _____ day of _____ 20_____.

This foregoing resolution was offered by Commissioner_____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER MARIA G. MARINO, MAYOR
COMMISSIONER SARA BAXTER, VICE MAYOR
COMMISSIONER GREGG K. WEISS
COMMISSIONER JOEL G. FLORES
COMMISSIONER MARCI WOODWARD
COMMISSIONER MARIA SACHS
COMMISSIONER BOBBY POWELL JR

The Mayor thereupon declared the resolution duly passed and adopted this ____day of _____, 20__.

PALM BEACH COUNTY, a political subdivision of
the State of Florida
BOARD OF COUNTY COMMISSIONERS

Attest:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller Palm Beach County

Palm Beach County, Florida, By
Its Board of County Commissioners


By: _____
Deputy Clerk

By: _____
Commissioner Maria G. Marino, Mayor

Approved as to Form and Legal Sufficiency

Approved as to Terms & Conditions

By: _____
Anne Helfant, Senior Assistant County
Attorney

By:  _____
Jennifer Cirillo, Director
Parks & Recreation Department



Attachment E-6

Opinion of Title (Peanut Island Park-South End)

Facilities Development & Operations Department

Property & Real Estate Management Division

2633 Vista Parkway

West Palm Beach, FL 33411

Telephone - (561) 233-0217

Facsimile (561) 233-0210

www.pbcgov.com/fdo

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

February 16, 2024

Office of Property and Real Estate Management
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5605

TO WHOM IT MAY CONCERN:

I, Purvi A. Bhogaita, an attorney, am the Director of the Property and Real Estate Management Division for Palm Beach County, Florida.

I hereby state that I have examined the Lease Agreement between the Port of Palm Beach District and Palm Beach County with effective date January 4, 2022, and an initial term of thirty (30) years (see attached Exhibit "A"), establishing Palm Beach County's Leasehold interest of the property as described on the Boundary Survey attached as Exhibit "B".

I have examined the documents wherein this property is listed on the Palm Beach County tax rolls as belonging to the Port of Palm Beach District.

I hereby certify that, as of the date hereof and pursuant to the terms of the Lease Agreement, Palm Beach County has a leasehold interest in the southern portion of Peanut Island, as described on Exhibit "B".

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bhogaita", followed by a horizontal line.

Purvi A. Bhogaita
Director
Property and Real Estate Management
Palm Beach County, Florida

Attachments

G:\PREM\Dev\Open Projects\PR-Peanut Island

EXHIBIT A

LEASE AGREEMENT

R2022 0034

JAN 04 2022

Between

THE PORT OF PALM BEACH

A SPECIAL INDEPENDENT DISTRICT OF THE STATE OF FLORIDA

(Port)

and

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

G:\PREM\PM\Out Lease\Peanut Island\Port of P.B.-Coast Guard area\DRAFT\Port Lease PI County comments 12-3.docx

R2022 0034

**LEASE AGREEMENT BETWEEN THE PORT OF PALM BEACH DISTRICT AND
PALM BEACH COUNTY FOR THE MANAGEMENT AND OPERATION OF THE 42
ACRES ON PEANUT ISLAND INCLUSIVE OF THE PARK AND FORMER COAST
GUARD STATION FACILITIES**

THIS LEASE AGREEMENT is made and entered into JAN 04 2022 by and between THE PORT OF PALM BEACH DISTRICT, a special independent taxing district and political subdivision of the state of Florida organized and existing under the laws of the State of Florida, hereinafter referred to as the "Port" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County."

WHEREAS, the Port is the owner in fee simple of approximately 42 acres of land located on Peanut Island, 6500 Peanut Island Road, Riviera Beach, Florida, 33404-6900; and

WHEREAS, in 1994 the Port Leased the County land on Peanut Island for the purpose of establishing and operating a County Park; and

WHEREAS, in 1999 the County completed development of the 36 acre park ("Park") that includes a campground, boat docks, restrooms, picnic facilities, snorkeling area, showers, paver walkway and installation of native vegetation; and

WHEREAS, the Port owns an additional approximate 6.4 acres of land on Peanut Island which contains historic structures including the Kennedy Bunker, Coast Guard station, boat house and Coast Guard docks (the approximate 6.4 acres of land, together with the facilities are hereinafter referred to as "Historic Facilities"), as described in the survey attached as Exhibit "A"; and

WHEREAS, the County desires to renovate, manage and operate the Historic Facilities exclusively for public park, historic and educational purposes; and

WHEREAS, the Port and County desire to enter into a long term Lease Agreement ("Lease") for the Park and Historic Facilities for the use and benefit of all residents and visitors to Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational, historical and cultural opportunities for residents and visitors to Palm Beach County and to enter into this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

**ARTICLE I
GENERAL LEASE PROVISIONS**

Section 1.01 Lease Premises.

In consideration of the rents, covenants, and agreements hereafter reserved and contained herein on the part of the County to be observed and performed, the Port demises and leases to the County the Park described in Exhibit "B", attached hereto and made part hereof and the Historic Facilities described in Exhibit "C", attached hereto and made part of, LESS and excluding that certain area which shall be retained by and used by Port as a dredged material disposal area "DMDA" as depicted on Exhibit "B-1" attached hereto and made a part hereof, (collectively the property described in Exhibit "B" and Exhibit "C" less the property described in Exhibit "B-1" will hereinafter be referred to as the "Lease Premises").

Section 1.02 Termination of Prior Park Lease.

County currently leases 36 acres from the Port for use as a public park under County Lease Agreement R94-43D. ("Lease R94-43D"). Lease R94-43D provides for an initial term of thirty (30) years from the Effective Date of January 4, 1994 with one automatic renewal for twenty-five (25) years. The initial lease term would have terminated on January 3, 2024. Instead, this Lease, when effective, terminates and replaces Lease R94-43D.

Section 1.03 Termination of Prior MOIA.

On March 12, 2019, the County entered into a Memorandum of Interlocal Agreement (MOIA) R-2019-0339 with the Port. The MOIA provides for general oversight and maintenance of the Historic Facility grounds. This Lease when effective terminates and replaces the MOIA.

Section 1.04 Term.

This Lease shall commence on the date of full execution of this Lease (the "Effective Date"), and shall extend for a period of thirty (30) years ("Initial Term") thereafter, unless sooner terminated pursuant to the provisions of this Lease.

Section 1.05 Option to Renew.

Provided the County is not in default of any term, covenant, condition, or payment of Rent under this Lease, after receipt of notice of default and the passage of the cure period provided herein or if no cure period is provided herein, the passage of a reasonable cure period based upon the nature of the default, the Lease will automatically renew for one (1) twenty five (25) year term under the same terms and conditions as this Lease and commencing upon the expiration of the initial Term.

Section 1.06 Naming Rights of Tenant.

Port hereby grants the County the right to name museum exhibits, renovation projects and other notable capital improvements and components thereof, and displays in recognition of County's major donors, subject to approval by the Port Commission. Approval shall not be unreasonably withheld, conditioned or delayed. County shall submit proposed names to Port for Port's written approval prior to County making the name known to the public. Port shall provide

written response within forty five (45) days after receipt of request by County, failing which Port shall be deemed to have consented to the proposed name. Upon expiration or termination of this Lease, or County's surrender of the Lease Premises, naming rights to the building and all improvements shall revert to Port. The County agrees that names which negatively impact the Port or promote anything offensive to the general public or which will be perceived by the Port to be offensive to the public, will negatively impact the capital generated by the fundraising effort and, thus, will not be permitted.

ARTICLE II RENT

Section 2.01 Annual Rent.

The County shall pay the Port an annual net rent of Ten Dollars and no/100 (\$10.00) (the "Annual Rent"). This Lease is intended to be a "gross" lease and County's obligations with respect to payment of rent, taxes and assessments hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment

The annual rent payable hereunder shall be due on the Effective Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Port of Palm Beach and shall be delivered to the Port Finance Department, One East 11th Street, Riviera Beach, Florida 33404. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent.

Section 2.03 Additional Rent.

Any and all sums of money or charges required to be paid by the County for this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and the Port shall have the same rights to enforce due and timely payment by the County of all Additional Rent as are available to the Port with regards to Annual Rent.

Section 2.04 Accord and Satisfaction.

In the event the County pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The Port may accept any check or payment without prejudice to the Port's right to recover the balance due or to pursue any other remedy available to the Port pursuant to this Lease or under the law.

ARTICLE III CONDITION OF LEASE PREMISES, MAINTENANCE, REPAIR AND OPERATION

Section 3.01 Acceptance of the Lease Premises by the County.

The County conducted due diligence pertaining to the Historic Facilities prior to entering into this Lease. The County understands and agrees that the Port provides the Lease Premises, including Historic Facilities, in an "as is" condition. All renovation/restoration work to be performed pursuant to Section 4.01 and outstanding code violations, shall be the responsibility of the County.

County shall also be solely responsible for any and all new monitoring and other requirements imposed by any regulatory agency relating to any existing conditions or modifications, construction, improvements or other activities that the County pursues on the Lease Premises.

The County has inspected the Lease Premises and accepts same in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions, and matters of record. The County further acknowledges that the Port has made no representations or warranties of any nature whatsoever regarding the physical condition of the Historic Facilities.

Section 3.02 Alterations.

County agrees that the historic integrity and value of the Historic Facilities will not be diminished and no alterations to these facilities ("Historic Alterations") will be made without prior written Port consent. This Section shall not apply to like for like repairs, routine maintenance, code enforcement corrections and other work required to be performed by law or any Renovation/Restoration work completed pursuant to Section 4.01. The County shall submit detailed plans and specifications for all such Historic Alterations to the Port for the Port's written approval prior to commencing work on same. Port shall provide written response within sixty (60) days after receipt of request by County, failing which Port shall be deemed to have consented to such plans and specifications. The County agrees and acknowledges that all work performed to the Historic Facilities, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of the County, and not for the benefit of the Port, such work being nevertheless subject to each and every provision of this Lease. All work done by the County shall be done in a good and workmanlike manner and shall be diligently pursued to completion in accordance with the approved permits, authorizations, plans and specifications therefor.

Section 3.03 Responsibility of the County and Port.

The Port shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Lease Premises. However, Port shall be responsible for maintaining all boundary fences and gates necessary for the Port to access to the DMDA. The County shall not make improvements, conduct or authorize any activities which limit or interfere with Port's access to or use of the DMDA.

The County shall keep and maintain all portions of the Lease Premises, and all alterations or improvements currently existing or constructed hereinafter on or about the Lease Premises, in good condition and repair, and in compliance with all permits or other governmental authorizations at the County's sole cost and expense, except for the DMDA which shall remain the responsibility of the Port.

Section 3.04 Port's Right to Inspect.

The Port or Port's agents shall have the right, upon 24 hours prior notice to the County (except that no notice need be given in case of emergency) to enter the Lease Premises for the purpose of inspection of the Lease Premises and the improvements located thereon. Any such entrance into the Lease Premises shall be conducted by the Port in a manner calculated to minimize interference with or disruption of the County's operations within the Lease Premises.

Section 3.05 Port's Security and Communication Equipment.

The Port shall have the right to install, operate and maintain, at its sole cost and expense, security and communication equipment on the Lease Premises, the location of which will be agreed upon by staff of the County's Department of Parks and Recreation ("Parks") and the Port.

**ARTICLE IV
HISTORIC FACILITY****Section 4.01 Renovation/Restoration of the Historic Facilities**

On the Effective Date, the County shall take over maintenance, management and operational responsibilities of the Historic Facilities. The County shall be responsible to renovate/restore the Historic Facility's structures including, but not limited to the Coast Guard station house, boathouse, Kennedy bunker, and docks lying South of the boathouse, to good condition. Alterations, beyond renovation and restoration, shall be subject to the provisions of Section 3.02. All construction and improvements shall be made and performed in a good and workmanlike manner and in full compliance with applicable federal, state, and local requirements, building codes, zoning regulations, and the provisions of this Lease.

Section 4.02 Dock Reconfiguration

The Port and County agree that the current configuration of the docks impairs navigational access and extends into the turning basin for vessels utilizing the Port. The Port and County agree to work together to reconfigure the docks so the docks do not impair the turning basin. The County agrees to reconfigure the docks within their existing footprint and to restrict use of the docks to law enforcement and first responders, County staff and commercial vessels only. The reconfiguration shall not impair or restrict vessel access to the Port or the turning basin, as determined by the Port. Within twenty-four (24) months, the County shall submit detailed plans and specifications for all dock reconfiguration to the Port Director for the Port Director's written approval prior to commencing work on same. The Port Director shall provide a written response within sixty (60) days after receipt of request by County, failing which the Port shall be deemed to have consented to such plans and specifications. All work done by the County shall be done in a good and workmanlike manner and shall be diligently pursued to completion in accordance with the approved permits, plans and specifications therefor.

Section 4.03 Sponsorships, Gifts, Endowments and Grant Funding.

The County shall be responsible for raising the capital funding necessary to renovate/restore the Historic Facility's structures, through sponsorships, gifts, endowments and grant funding. The Port gives the County permission to apply for grant funding and shall agree to be co-applicant when required, without liability or contribution on behalf of the Port.

Section 4.04 Expenses and "As Built."

The County shall be responsible for all expenses associated with renovation/restoration of the Historic Facilities and dock reconfiguration/ including, without limitation those relating to architecture and engineering, site work, utilities, drainage, securing requisite permits and approvals,

and physical renovation/restoration of the Historic Facility. The County shall provide the Port with complete "As Built" plans for all infrastructure, building, stormwater management systems, and lighting systems for the Historic Facilities, together with any alterations upon complete restoration of the Historic Facilities

Section 4.05 Staging Area

During the restoration/renovation of the Historic Facilities, the Port agrees to provide to County subject to availability, and at no additional cost, temporary space within the Port property for staging of equipment and construction material. The use of this temporary space is subject to the insurance and indemnity provisions in Articles VII and VIII.

Section 4.06 Construction Payments.

The County shall ensure, at its expense, that all alterations are constructed to completion in accordance with the approved plans, permits and authorizations therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

Section 4.07 Contractor Bond Requirements.

For Alterations costing in excess of \$200,000, the County shall require contractors to furnish for the benefit of the Port a payment and performance bond to the County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. The County shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form, in such amounts and in such manner as the County may reasonably require.

Section 4.08 Construction Liens.

County assumes all responsibility for construction liens pertaining to the activities authorized in this lease. County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to County, in the construction of any improvements to the Lease Premises. In the event a construction lien is filed against the Lease Premises in connection with any work performed by or on behalf of the County, the County shall promptly cause such lien to be removed from the Lease Premises, and hold the Port harmless.

Section 4.09 Operational Management Plan.

County shall develop, in consultation with Port, an Operational Management Plan ("OMP") for the Historic Facilities. The OMP shall provide general and specific goals, and discuss management and projected plans for the Historic Facilities. County shall submit the OMP to Port within twenty-four (24) months of the execution of the Lease.

ARTICLE V
CONDUCT OF BUSINESS AND USE OF THE LEASE PREMISES BY COUNTY

Section 5.01 Use of the Lease Premises.

The County shall use and occupy the Lease Premises solely and exclusively for a public park, historical and educational purposes and those ancillary uses specified in sections 5.07 and 5.08 of this Lease. The County shall not use, permit, or suffer the use of the Lease Premises for any other purpose whatsoever without the prior written consent of the Port, which consent may be granted or withheld in the Port's sole discretion.

The County shall provide supervision and strictly enforce the Rules and Regulations set forth in Exhibit "D", the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Lease Premises. At all times the Lease Premises are in use by the County or its invitees, such use shall be under the control and supervision of the County. The County shall not use the Lease Premises or allow the Lease Premises to be used for any unauthorized purposes, or by any other groups, foundations, or persons not authorized by the County and consented to by Port. The County shall not commit or permit any reckless or dangerous conduct on the Lease Premises at any time.

The County shall be in full control of the operation of the Lease Premises, and shall set and establish the times of operation and the rules and regulations for use by the public. The County shall ensure that all access areas to the Lease Premises are secured outside of normal operating hours and shall provide twenty-four (24) hour Park manager presence on the Lease Premises. The Port shall have no control or responsibility with regard to the use of the Lease Premises, except as is otherwise set out in this Lease.

The County agrees that the Lease Premises shall be used only and exclusively for lawful purposes, and the County will not use, or suffer anyone to use, the Lease Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Lease Premises.

Section 5.02 Waste or Nuisance.

The County shall not commit or suffer to be committed any waste upon the Lease Premises, commit or permit the maintenance or commission of any nuisance or other act or thing that may result in damage or depreciation of value of the Lease Premises, or that may affect the Port's fee interest in the Lease Premises, or that results in an unsightly condition. All refuse is to be removed from the Lease Premises at the County's sole cost and expense, and the County will keep such refuse in proper containers until removed. The County will keep the access to the Lease Premises, and other contiguous areas to the Lease Premises free and clear of obstruction. The County, at its sole cost and expense, will keep the Lease Premises free of rodents, vermin, and other pests.

Section 5.03 Governmental Regulations.

The County shall, at the County's sole cost and expense, comply with all ordinances, laws,

statutes, and regulations promulgated thereunder of all County municipal, state, federal, and other applicable governmental authorities, now in force or that may hereafter be in force, pertaining to the County and its use of the Lease Premises.

The parties acknowledge and agree that the Port is entering into this Lease in its proprietary capacity as the owner of the Lease Premises and that nothing contained herein shall be construed to constitute any form of approval by the Port in its governmental capacity or limit or alter the Port's obligation to comply with all applicable governmental regulations.

The County shall not use the Lease Premises in a manner which causes the Port to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Lease Premises. The County agrees to hold the Port harmless for any notice of non-compliance or violation issued by a governmental entity based on the County's use of the Lease Premises. In the event that the County does not timely address any notice of non-compliance or violation from a governmental entity related to the County's use of the Lease Premises, the Port shall have the right to enter the Lease Premises to address non-compliance or violation issues. The County agrees to reimburse the Port for all expenses incurred to address non-compliance or enforcement issues attributable to the County's use of the Leased Premises.

Section 5.04 Non-Discrimination

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

Section 5.05 Surrender of the Lease Premises.

Upon termination or expiration of this Lease, or any portion of the Lease Premises, the County, at its sole cost and expense, shall remove the County's personal property, removable fixtures and equipment from the Lease Premises and shall surrender the Lease Premises to the Port, unless the parties agree otherwise in writing. Upon surrender of the Lease Premises, title to any and all remaining improvements, alterations, and structures within the Lease Premises shall vest in the Port.

Section 5.06 Hazardous Substance.

County's use of the Lease Premises shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 5.07 Concessions.

The County may enter into contracts with or issue licenses to vendors or third-party contractors for the operation of the concession space(s) on the Lease Premises for education, interpretation and tours and/or the sale of food and/or merchandise. The County shall be entitled to retain the proceeds generated by such contracts and/or licenses to offset the expenses of the Lease

Premises. Such contracts and/or licenses shall not release the County from any obligations under this Lease. In addition to the insurance required in Section 7, the vendor or third party shall indemnify and hold the Port harmless for any and all acts of negligence by the vendor or third-party contractor. Further, the County shall comply with and shall be obligated to ensure that all such contracts and/or licenses comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations, and ordinances pertaining to the foregoing, including, without limitation, the sale of retail goods, food, and beverages, and the collection and remittance of sales tax as applicable.

Section 5.08 Park Rules and Special Events.

The County shall be entitled to grant short-term licenses reserving the Lease Premises for user groups. Any such special event license shall incorporate the terms of this Lease by reference. The County shall be entitled to retain the proceeds generated by such licenses. Such licenses shall not release the County from any of its obligations under this Lease. Further, the County shall be obligated to ensure that such licensees comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations, and ordinances.

**ARTICLE VI
UTILITIES**

Section 6.0. There is currently water, sewer, and electricity infrastructure to or on the Lease Premises. The County shall be solely responsible for and promptly pay all costs and expenses relating to the provision of existing utility services to the Lease Premises upon execution of the Agreement. The County shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided, including, without limitation, water, sewer, gas, electric, or any other utility used or consumed on the Lease Premises. In no event shall the Port be liable for an interruption or failure in the supply of any such utility to the Lease Premises. In the event the County desires any modification to or additional utility infrastructure, the County shall be solely responsible for obtaining and funding any such alterations or additions.

**ARTICLE VII
INSURANCE**

Section 7.01 Liability Insurance.

County is a political subdivision of the State of Florida subject to the limitations of Florida Statutes, Chapter 768.28. Nothing herein shall serve as a waiver of sovereign immunity. County shall maintain a fiscally sound liability program with regard to its obligations under this Lease, and shall provide proof of its liability program to Port within three (3) days of a written request. Should County contract with a third-party to make alterations, additions, repairs, or other improvements, County shall require its third-party to provide commercial general liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) and include Port and County as Additional Insureds.

Section 7.02 Personal Property.

All of County's personal property placed or moved in or to the Lease Premises shall be at the risk of the County. All personal property placed or moved to the Lease premises by a vendor or third party, shall be at the risk of the owner thereof. Except as otherwise provided herein, Port shall not be liable for any damage to such personal property, except to the extent caused by the Port, its agents', or its employees' willful or negligent acts or omissions.

Section 7.03 Insurance by Port.

Port is a special independent taxing district and political subdivision of the State of Florida subject to the limitations of Florida Statutes, Chapter 768.28. Nothing herein shall serve as a waiver of sovereign immunity. Port shall maintain a fiscally sound liability program with regard to its obligations under this Lease.

**ARTICLE VIII
INDEMNIFICATION**

Section 8.01 Indemnification.

Port and County acknowledge their liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent the following does not constitute a waiver of sovereign immunity and does not extend either party's liability beyond the limitations provided pursuant to Section 768.28 Florida Statutes, the parties agree to defend, indemnify and hold each other harmless from all claims, losses, liabilities, costs and expenses attributable to the any negligent acts or omissions either party may commit, or those of their respective officials and employees acting within the scope of their employment, in connection with this Lease. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other, or any other person or entity.

The County agrees that all contracts that the County enters into with third-party contractors or vendors shall contain a provision wherein the third-party contractor or vendor agrees to defend, indemnify and hold the Port harmless from all claims, losses, liabilities, costs and expenses attributable to the any negligent acts or omissions by the third-party contractor or vendor including those of their respective officials and employees acting within the scope of their employment, in connection with the Lease Facilities.

**ARTICLE IX
DESTRUCTION OF LEASE PREMISES**

Section 9.01 Damage or Destruction by Fire, War, or Act of God.

In the event the Lease Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, County shall promptly commence restoration of the Lease Premises and diligently pursue such restoration

to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Lease Premises render untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

The County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent, except as provided herein, all or any portion of the Lease Premises nor grant any easements affecting the Lease Premises without prior written consent of the Port, which may be granted or withheld at the Port's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by the County.

The occurrence of any one or more of the following shall constitute an Event of Default by the County under this Lease: (i) the County's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) the County's use of the Lease Premises for a purpose other than that allowed under this Lease; (iii) the County's failure to perform or observe any of the agreements, covenants, or conditions contained in this Lease on the County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from the Port, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event the County shall be entitled to a reasonable period under the circumstances; (iv) the County's vacating or abandoning the Lease Premises; or (v) the County's leasehold estate being taken by execution, attachment, or process of law or being subjected to any bankruptcy proceeding; (vi) failure to maintain the Lease Premises in accordance with the provisions of the Lease and acceptable maintenance procedures with normal wear and tear excepted. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, the Port shall have the right to give the County notice that the Port intends to terminate this Lease upon a specified date not less than thirty (30) days after the date said notice is received by the County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period, or within a reasonable period thereafter if the same cannot be cured within such period, and County undertakes such cure within such period and the Port is so notified, this Lease will continue. Port's termination rights set forth above shall only relate to the portion of the Lease Premises upon which the default occurs, meaning either the Historic Facilities or Park. By way of example if the County is in default

relating to the Historic Facilities, the Port shall be entitled to terminate this lease relating to the Historic Facilities alone and termination of the Historic Facilities shall have no effect on the

County's tenancy and leasehold of the Park. Conversely, if the County is in default relating to the Park, the Port shall be entitled to terminate this lease relating to the Park alone and termination of this Lease relating to the Park shall have no effect on the County's tenancy and leasehold of the Historic Facilities.

Section 11.02 Default by the Port.

The Port shall not be in default unless the Port fails to perform obligations required of the Port within a reasonable time, but in no event later than thirty (30) days after written notice by the County to the Port, specifying wherein the Port has failed to perform such obligations; provided, however, that if the nature of the Port's obligations is such that more than thirty (30) days are required for performance, then the Port shall not be in default if the Port commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County for each fiscal year. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease, as to the Historic Facilities, the Park, or both for any reason upon ninety (90) days prior written notice to Port, whereupon the parties shall be relieved of all further obligation hereunder without damages, penalties or recourse against County.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on the County's part to be observed and performed, the County shall peaceably and quietly hold and enjoy the Lease Premises for the Term hereby demised without hindrance or interruption by the Port or any other person or persons lawfully or equitably claiming by, though, or under the Port, subject, nevertheless, to the terms and conditions of this Lease. Accordingly, County's quiet enjoyment and right to use the Lease Premises shall not conflict with use by the Port of the DMDA.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto constitute all agreements, conditions, and understandings between the Port and County concerning the Lease Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon

the Port or the Port, unless reduced to writing and signed by both parties.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained). The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Park's Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

and a copy to:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6614
Fax: (561) 963-6734

(b) If to the Port:

Port of Palm Beach
Attn: Executive Director
One East 11th Street, Suite 600
Riviera Beach, Florida 33404
Telephone: (561) 842-4240

With a copy to Port Counsel
John Fumero, Esq.
750 Park of Commerce Blvd.
Boca Raton, Florida 33487
Telephone: (561) 314-3999

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

The Port and County both represent and warrant that neither has dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 14.05 Recording.

The County shall not record this Lease or any memorandum or short form thereof without the written consent and joinder of the Port, which may be granted or withheld at the Port's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Lease 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.

Section 14.08 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.09 Waiver.

The waiver by either Party of any default of any term, condition, or covenant herein contained shall not constitute a waiver of such term, condition, or covenant for any subsequent default of the same or any other term, condition, or covenant herein contained.

Section 14.10 Exclusivity of Remedies.

Remedies herein conferred upon any party are intended to be exclusive of any other remedies. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.11 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease, and the same shall remain in full force and effect.

Section 14.12 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.13 Survival.

Notwithstanding any early termination of this Lease, the County shall remain obligated hereunder to perform any duty, covenant, or obligation imposed upon the County thereunder arising prior to the date of such termination or surviving such termination.

Section 14.14 No Third-Party Beneficiary.

No provision of this Lease 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 Lease, including, but not limited to, any citizen or employees of the Port and/or Port.

Section 14.15 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Port of Palm Beach District Commission, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date").

Section 14.16 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Port certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida

Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

Section 14.17 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.18 Condemnation.

If all or part of the Lease Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasipublic use, the entire compensation or award therefor, including any severance damages, shall be apportioned between Port and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Lease Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Lease Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Lease Premises.

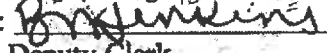
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IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the day and year first above written.

R2022 0034 JAN 04 2022


ATTEST:

JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller
Palm Beach County

By: 
Deputy Clerk

COUNTY:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

By: 
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

ATTEST:

PORT:

PORT OF PALM BEACH, a Special
Independent Taxing District and Political
Subdivision of the State of Florida

By: Jackelin Machado
JACQUELIN MACHADO
DEPUTY CLERK - PORT OF
PALM BEACH

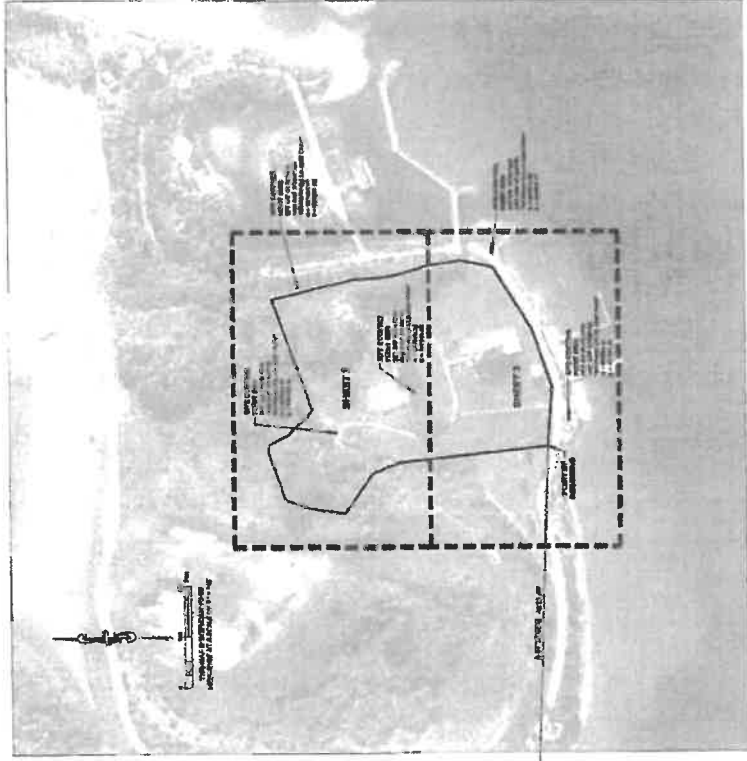
By: Joseph Anderson
Joseph Anderson, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: John J. Fumero
John J. Fumero, Port Counsel

LIST OF EXHIBITS

Description	Exhibits
Survey of Leased Premises	Exhibit "A"
Park – leased from the Port since 1994 (R94-43D)	Exhibit "B"
Dredge Material Disposal Area	Exhibit "B-1"
Historic Facilities – 6.6 acre Coast Guard Facility including, but not limited to the Coast Guard Station House, Boathouse, Kennedy Bunker and docks lying south of the Boathouse.	Exhibit "C"
Rules and Regulations	Exhibit "D"



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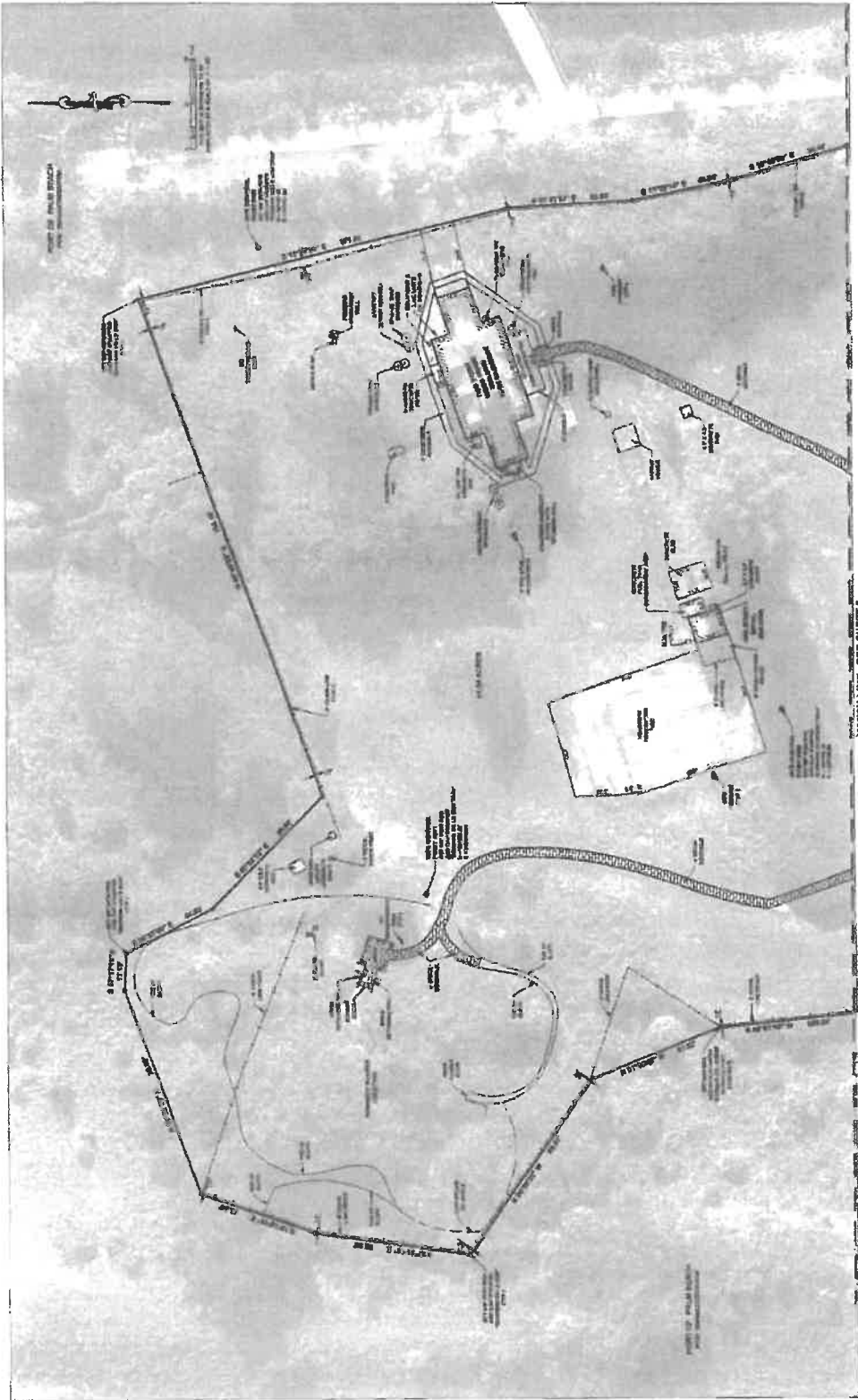
WILLIAM F. SMITH, JR.
FLORIDA SERVICE AND SUPPORT
CORPORATION, INC., 3172
NORTON AVENUE, SUITE 100, MIAMI, FL 33133
TELEPHONE (305) 833-1111
FAX (305) 833-1112
WWW.FSSCORP.COM

[illegible][illegible]

RESEARCH AND ANALYSIS

Exhibit A

BOUNDARY SURVEY
PEANUT ISLAND HISTORIC COAST GUARD STATION AND KENNEDY BUNKER
PORT OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



Bowman
CONSULTING

1001 S.W. 10th Street, Suite 201
Palm Beach, FL 33480
Phone: (561) 833-1111
Fax: (561) 833-1111
www.bowmanconsulting.com

FLORIDA
Surveyor's License No. 12456

PORT OF PALM BEACH
PEANUT ISLAND PARK
BOUNDARY SURVEY

PROJECT NO.
83300-01-012

PALM BEACH COUNTY

DATE: 10/1/2010
BY: [Signature]
CHECKED: [Signature]
SCALE: 1" = 100'
DATE: 10/1/2010
BY: [Signature]
CHECKED: [Signature]

DATE: 10/1/2010
BY: [Signature]
CHECKED: [Signature]

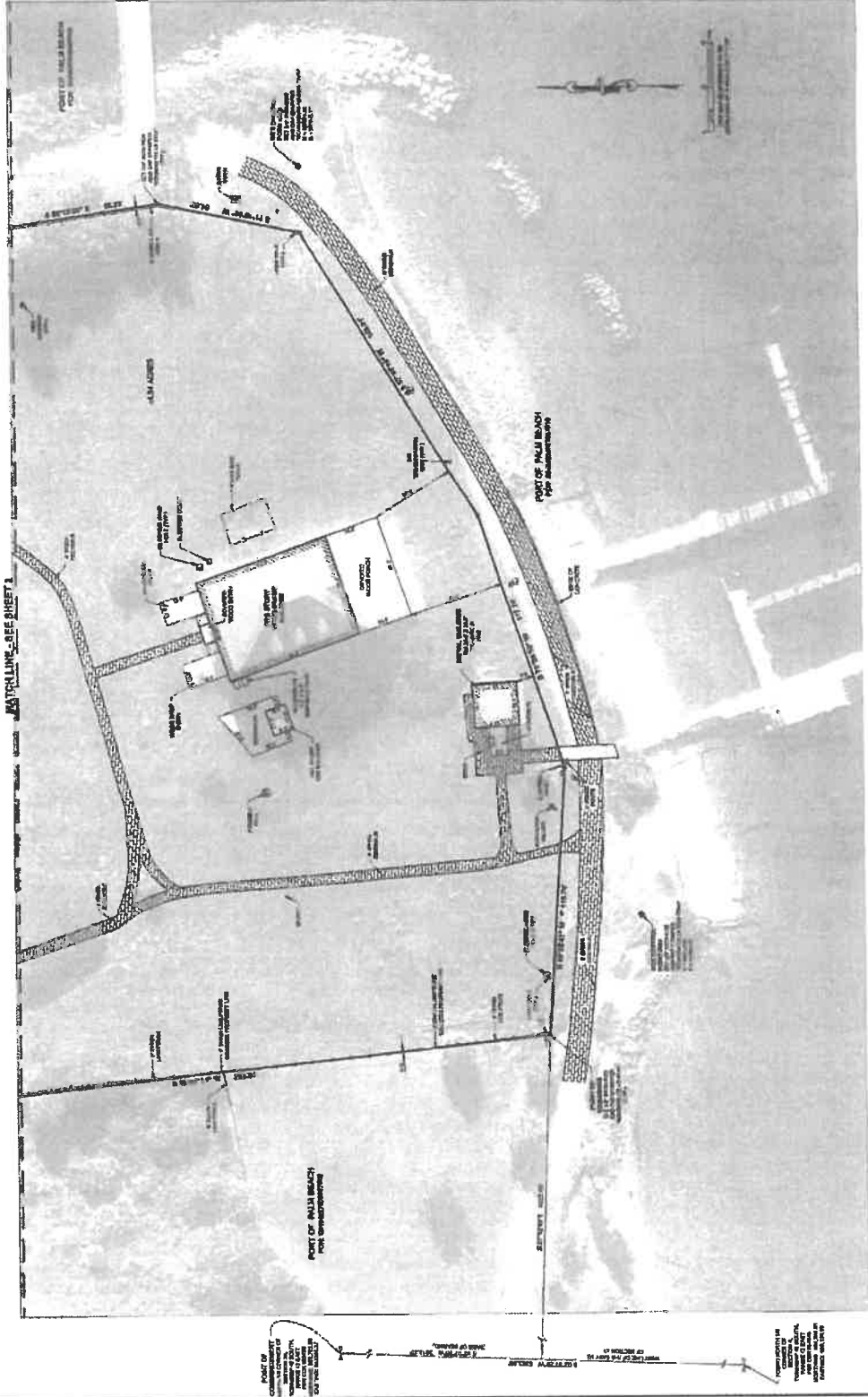
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BY: [Signature]
CHECKED: [Signature]

DATE: 10/1/2010
BY: [Signature]
CHECKED: [Signature]

DATE: 10/1/2010
BY: [Signature]
CHECKED: [Signature]

Exhibit A

BOUNDARY SURVEY
PEANUT ISLAND HISTORIC COAST GUARD STATION AND KENNEDY BUNKER
PORT OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



Bowman
CONSULTING

201 S.E. Ocean Blvd., Suite 201
Boca Raton, FL 33431
Phone: (561) 995-1112
Fax: (561) 995-1113
www.bowmanconsulting.com
© Bowman Consulting Group, Inc.

PORT OF PALM BEACH
BOUNDARY SURVEY
PEANUT ISLAND PARK
PALM BEACH COUNTY
FLORIDA

PROJECT NO.
2023-01-001

DATE
11/11/2023

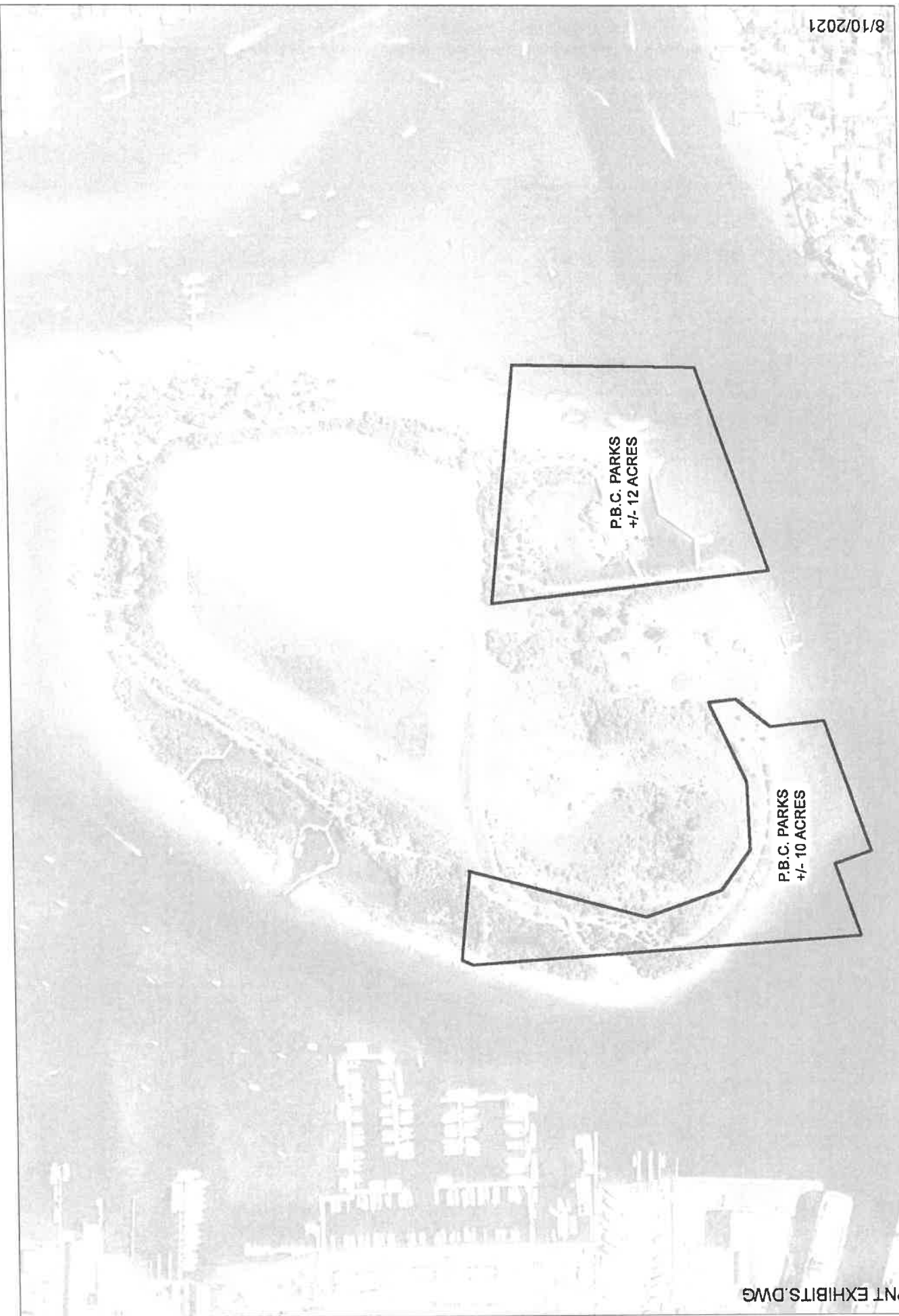
FILE NO.
2023-01-001

DATE
11/11/2023

DATE
11/11/2023

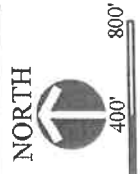
DATE
11/11/2023

DATE
11/11/2023



8/10/2021

PNT EXHIBITS.DWG



PEANUT ISLAND PARK WEST PALM BEACH, FL

EXHIBIT B - PARK

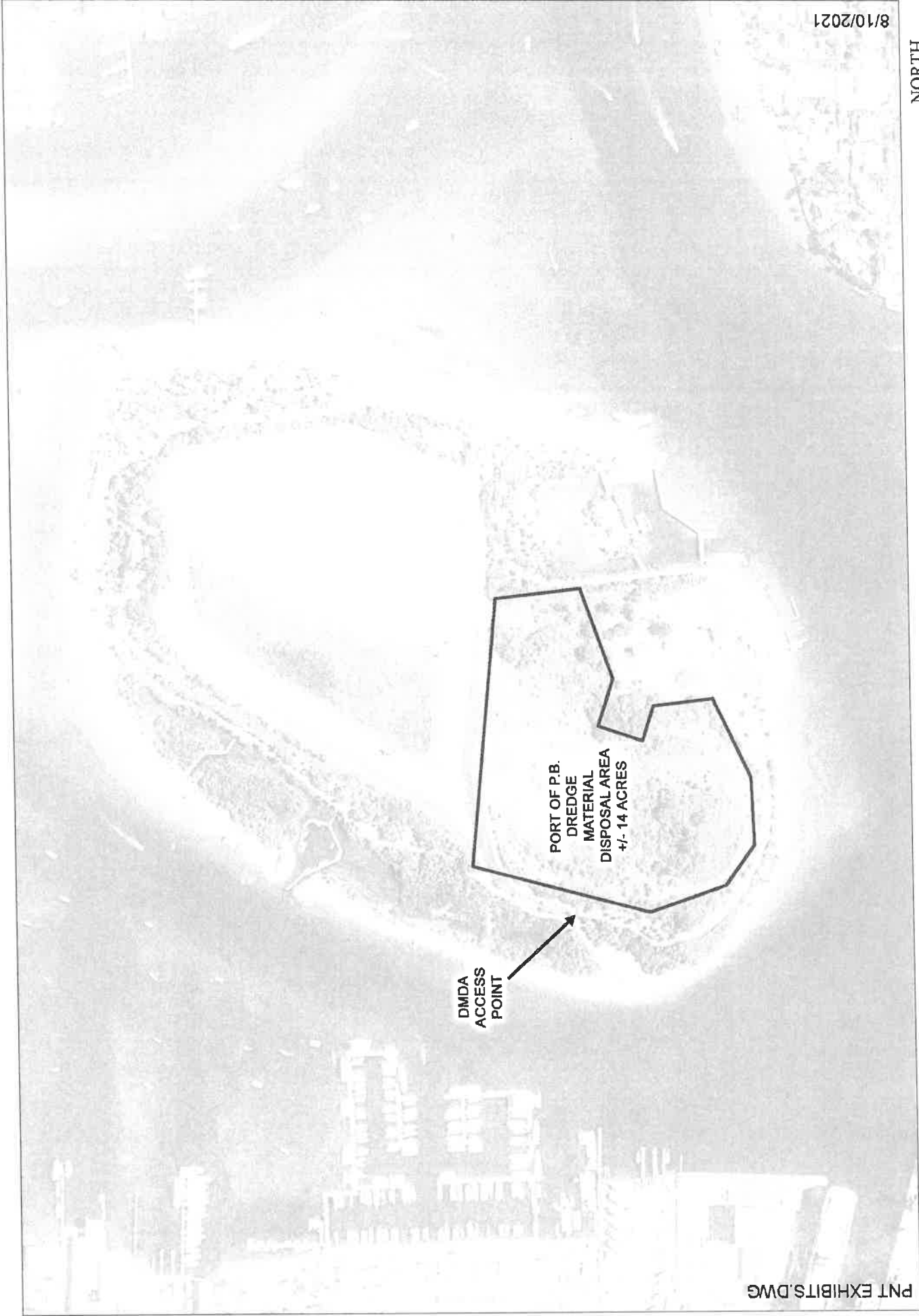
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT - PLANNING, RESEARCH & DEVELOPMENT DIVISION



PALM BEACH COUNTY
PARKS & RECREATION



We create opportunities for healthy, happy living!



8/10/2021

PEANUT ISLAND PARK WEST PALM BEACH, FL

EXHIBIT B-1 - DREDGE MATERIAL DISPOSAL AREA

PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT - PLANNING, RESEARCH & DEVELOPMENT DIVISION

NORTH



0' 400' 800'

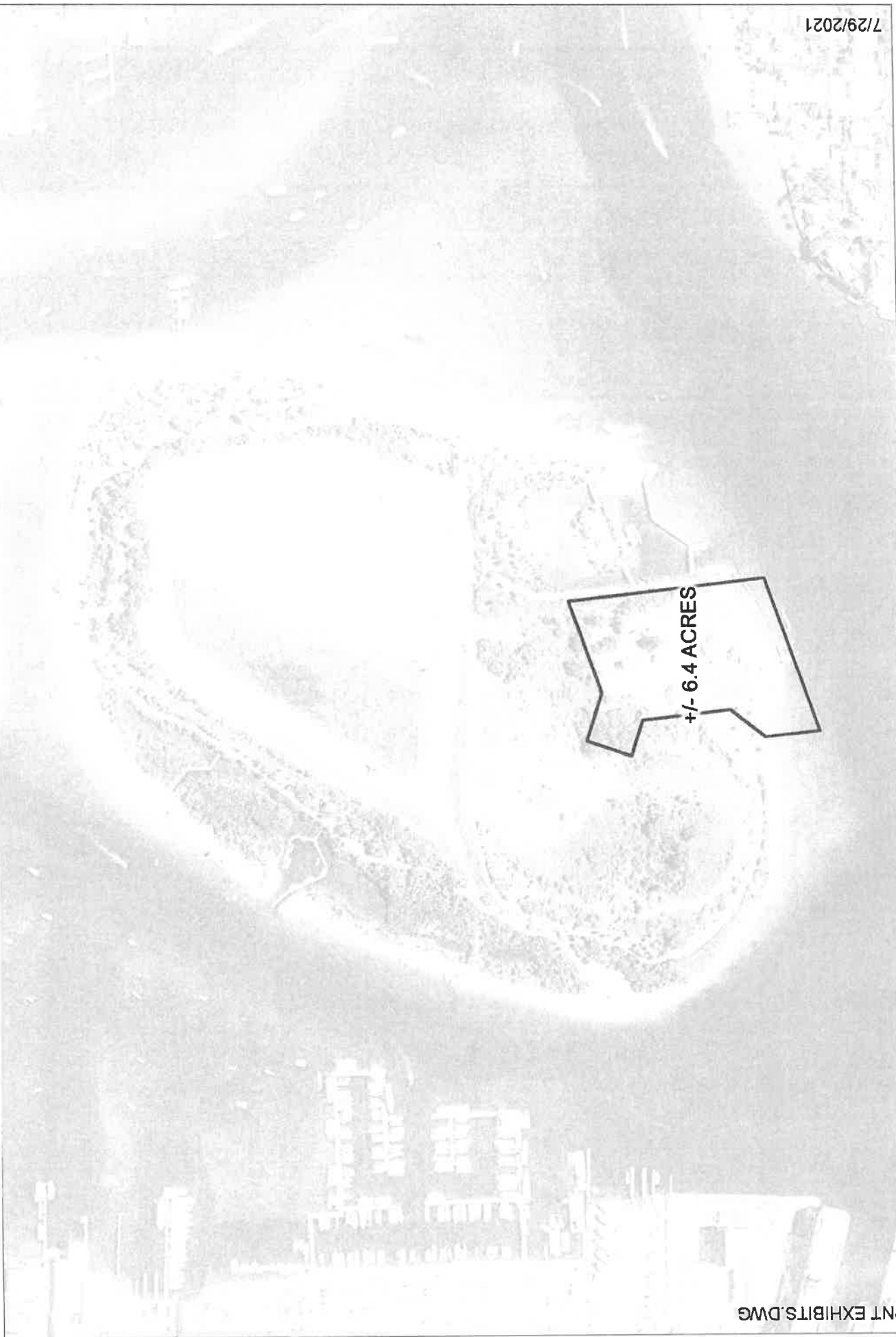
PALM BEACH COUNTY



PARKS & RECREATION



We create opportunities for healthy, happy living!



PNT EXHIBITS.DWG

7/29/2021



PALM BEACH COUNTY
PARKS & RECREATION
We create opportunities for healthy, happy living!

PEANUT ISLAND PARK WEST PALM BEACH, FL
EXHIBIT C - HISTORIC FACILITIES
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT - PLANNING, RESEARCH & DEVELOPMENT DIVISION

NORTH

0' 400' 800'

Exhibit "D"
Rules and Regulations

- All park rules associated with County Code, Chapter 21 will be enforced including, but not limited to the following:
- Balloons of any kind are prohibited on the island.
- Alcohol possession and consumption is prohibited except within the permitted campground or associated with a permitted program.
- All applicable federal and state laws are enforceable within park property.
- No metal detecting or excavation of any material is permitted.
- No person shall cut, trim or carve any tree or vegetation within park property.
- No person shall remove, harm, frighten, kill, trap, chase, shoot or disturb the nest of wildlife on Peanut Island.
- Boats may only be launched, tied up, anchored or moored in areas designated for such activity.
- Lifeguards have seasonal hours within the guarded area. Swim at your own risk.
- Fishing is not permitted in designated swimming areas.
- Except for the reserved picnic spaces, all other picnic spaces are available on a first come, first served basis.
- Dogs are required to be leashed at all times and any droppings are to be retrieved and disposed of properly. Dogs are not permitted in designated swimming areas.
- A limited number of special events are permitted within the park with Department authorization.
- Do not disturb others with loud noises, music or sounds (65 dB max).
- Drone use is prohibited except as specifically allowable under FAA regulations.
- Camping by permit only in the designated tent camping area.
- Campfires are not permitted on the island.
- Park hours are sunrise to sunset unless you are permitted to camp.
- Quiet time in the campground is from 11 PM to sunrise.

PERMITS

Exhibit A – Florida Department of Environmental Protection (DEP)

Exhibit B - Department of the Army Corps of Engineers (ACOE)



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

October 31, 2023

Port of Palm Beach District
c/o Fernando Del Dago
2633 Vista Parkway
West Palm Beach, FL 33411
Sent via e-mail: fdeldago@pbcgov.org

Re: File No.: 50-0158612-005,006-EE
File Name: 6500 Peanut Island Rd

Dear Mr. Fernando Del Dago:

On August 8, 2023, we received your request for verification of exemption to perform the following activities: to replace an existing 2955 sq. ft. dock in the same location and same configuration and dimensions as the existing dock, to re-install 5 dolphin cluster piles, to remove eleven (11) mooring piles and to install two (2) mooring piles. The project is located in the Lake Worth Lagoon, Class III Waters, adjacent to 6500 Peanut Island Road, Riviera Beach, in Palm Beach County (Latitude N 26°46'14.4955", Longitude W 80°2'45.1547").

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal authorization of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Michelle Miles at the letterhead address or at Michelle.Miles@FloridaDEP.gov.

www.floridadep.gov

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activities as proposed are exempt, under Chapter 62-330.051 (5) (a & d), Florida Administrative Code, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review- GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258 of the Florida Statutes, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b) and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or

a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under Paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

3. Federal Review - NOT APPROVED

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the

presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



William Lange
Environmental Permitting Manager
Southeast District

Enclosures:

Attachment A- Specific Exemption Rule
Project drawings, 7 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

FDEP – William Lange, Michelle Miles
Rick Harmon, WGI Inc., rick.harman@wginc.com

Additional mailings:

Matt Mitchell, Palm Beach County, Environmental Resources, mmitchell@pbcgov.org

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Kameil Akbar
Clerk

10.31.2023
Date

Attachment A

Chapter 62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(a) Installation or repair of pilings and dolphins associated with private docking facilities or piers that are exempt under section 403.813(1)(b), F.S.;

(d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with Section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.

Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History—New 10-1-13, Amended 6-1-18.

COUNTY OF PLAM BEACH
STATE OF FLORIDA
PEANUT ISLAND BOAT DOCK REPLACEMENT

PROJECT NO. 4193.26



MARIA G. MARINO
DISTRICT 1

GREG K. WEISS
DISTRICT 2

MARCI WOODWARD
DISTRICT 4

SARA BAXTER
DISTRICT 6



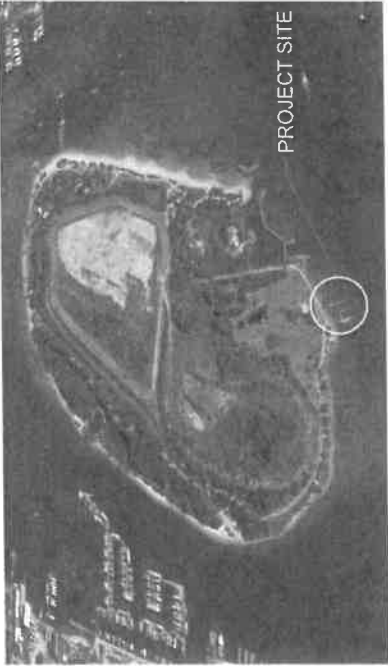
MICHAEL A. BARNETT
DISTRICT 3

MARIA SACHS
DISTRICT 5

MACK BERNARD
DISTRICT 7



VICINITY MAP



LOCATION MAP



2015 Visa Parkway
Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110

NO.	REVISION	BY	DATE

COVER SHEET

OWNER	DATE

BOAT DOCK REPLACEMENT FOR
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SWATH	PROJECT NO.
50.0	4193.26



SOURCE: GOOGLE EARTH PRO

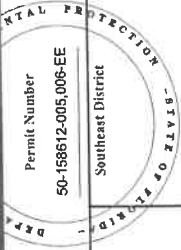
PROJECT NAME: BOAT DOCK REPLACEMENT

PROJECT #: 4193.26

DATE: 06/07/2023

CREATED BY: CAO

CHECKED BY: RMH



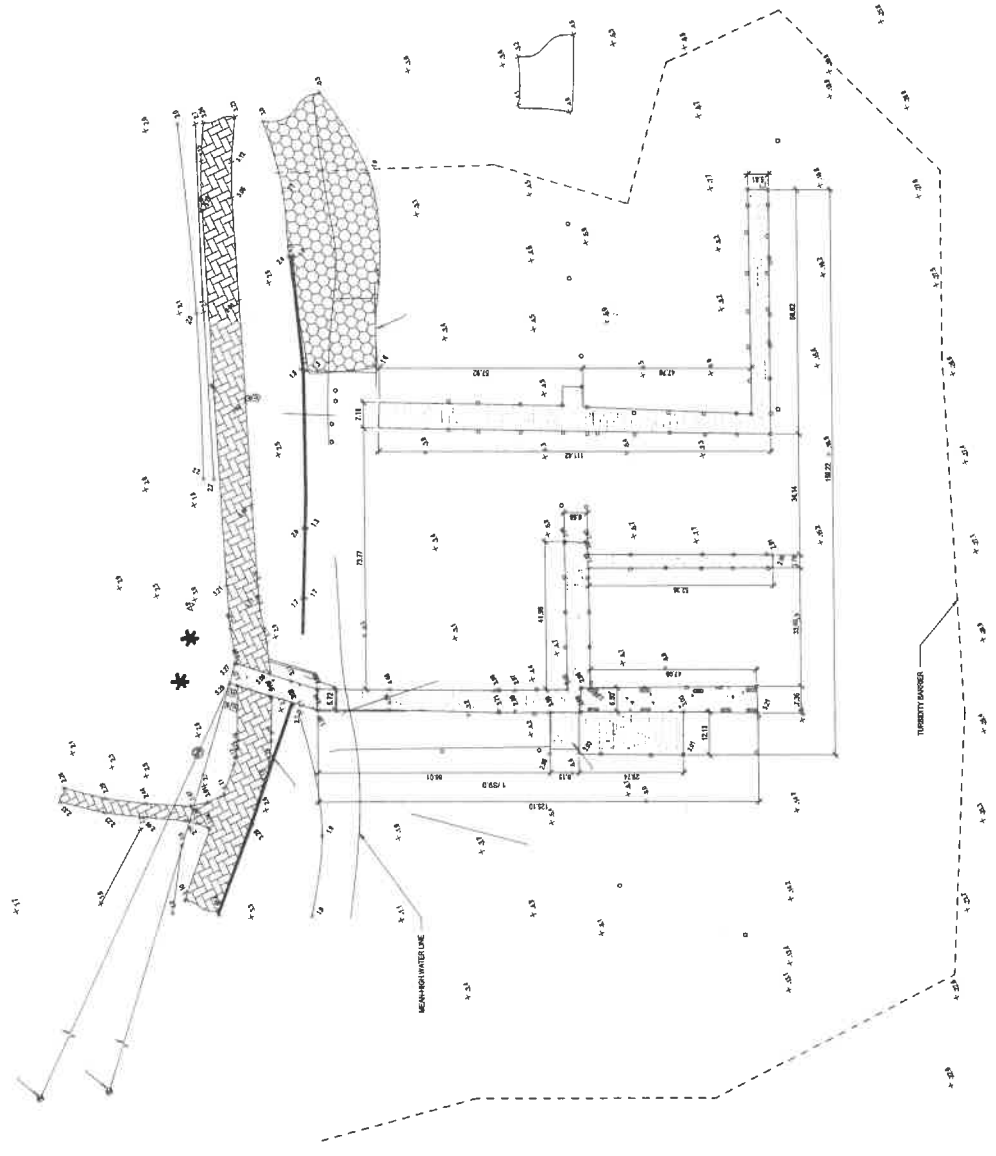
HISTORICAL AERIAL (2017)
FIGURE 1



PHONE: 850.487.2200
CERT. NO. 33574
LB. NO. 7055

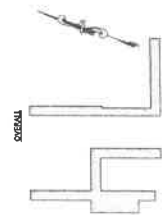


2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411



1 EXISTING DOCK PLAN
SCALE: 1/8" = 1'-0"

BOAT DOCK SHEET INDEX MAP
NOT TO SCALE



NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION
SUNSHINE 811



2035 Vista Parkway
Fort Myers, FL 33911
Phone No. 561.687.2220
Fax No. 561.687.1110

SCALE	NO.	REVISION	BY	DATE
1/8" = 1'-0"				

EXISTING DOCK PLAN

DATE	BY
08/22/23	

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEET:
S3.0
PROJECT NO.
10326

OVERALL

BOAT DOCK SHEET INDEX MAP
NOT TO SCALE

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

DEMOLITION PLAN

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

1 DEMOLITION PLAN

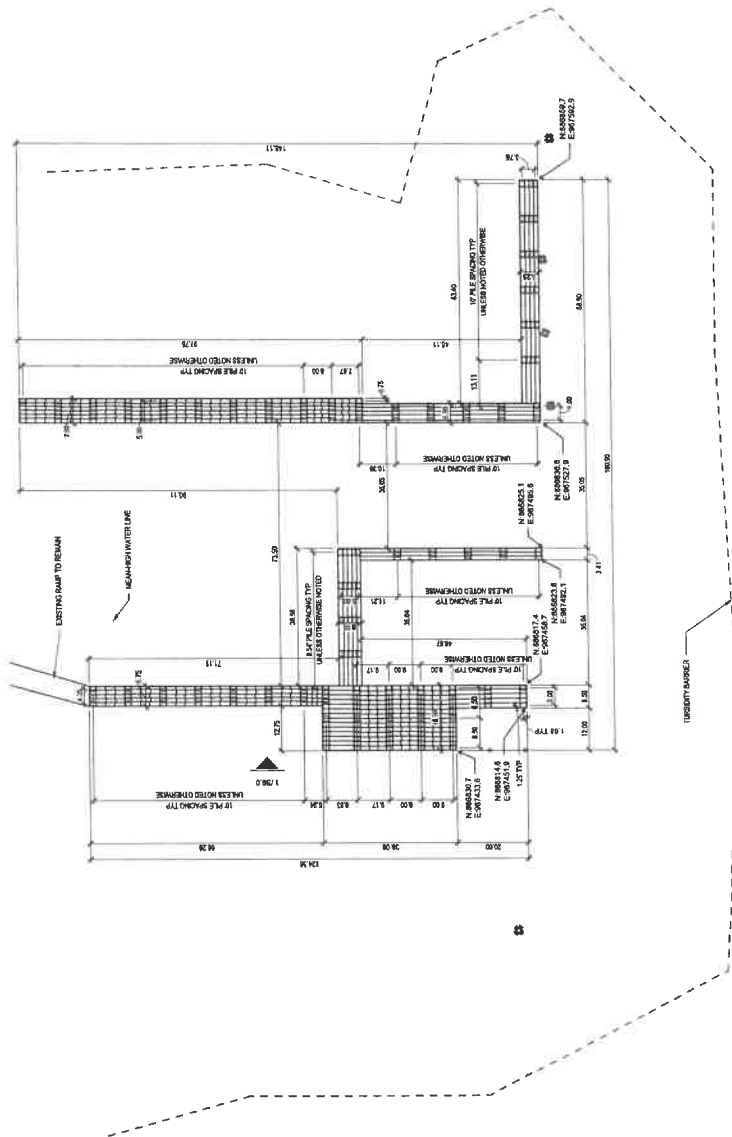
NOTE: APPROXIMATE AREA OF ORIGINAL DOCK: 3721 & 85'
A REMAINING DOCK TO BE DEMOLISHED: 2037 & 85'

[illegible]

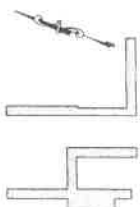
Autobahn Döck/Pranitz Island Bawl Rock Radioactive 193.20 • Pränitz Island Bawl Rock Radioactive • 87m22 m



☐ PROPOSED 18" CONCRETE PILE
☒ PROPOSED TIMBER DOLPHIN CLUSTER
☐ PROPOSED 12" MIN. TIMBER PILE



NOTE:
APPROXIMATE AREA OF DOCK OVERWATER: 2740.8 SF
APPROXIMATE AREA OF DOCK OVER LAND: 213.6 SF
TOTAL AREA OF PROPOSED DOCK: 2954.2 SF

OVERALL

BOAT DOCK SHEET INDEX MAP
NOT TO SCALE

1 OVERALL PROPOSED PLAN
SCALE: 1/8" = 1'-0"

SCALE: 1/16" = 1'-0"

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.



1035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110



SCALE:
CHRISTOPHER L. DUARTE
• PE 7077
100

[illegible]

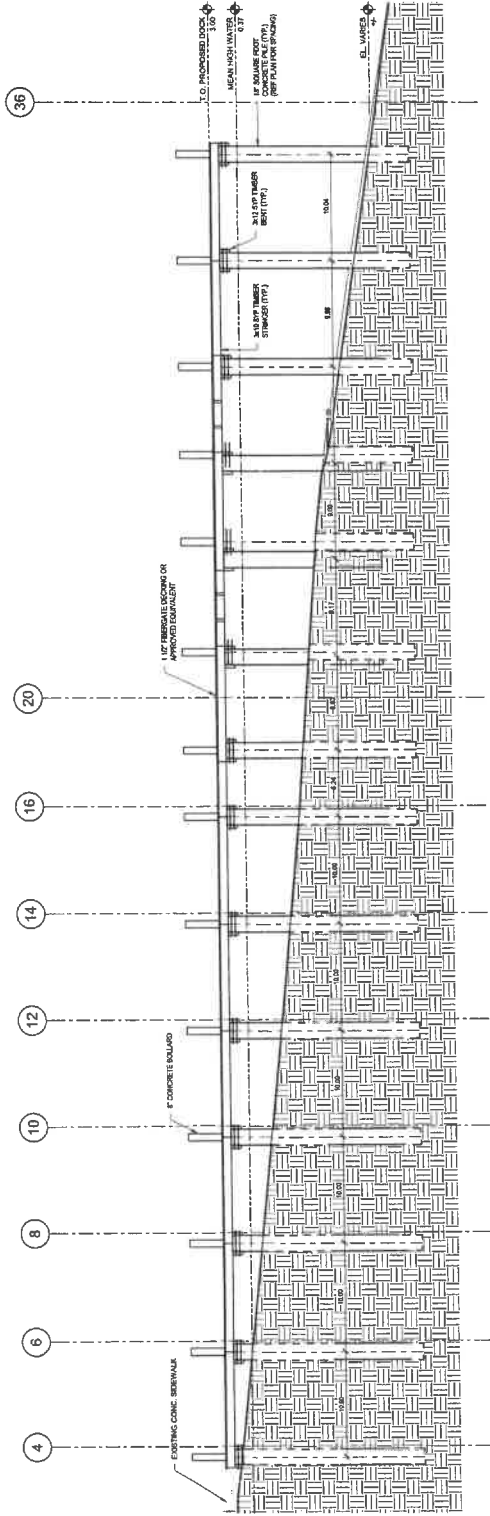
PROPOSED DOCK PLAN

DESIGN AZ	CHECKED JLB	DATE 08/23/23	SCALE 1/16" = 1'-0"
--------------	----------------	------------------	------------------------

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEETS: 55.0

PROJECT NO. 4193.26



1 WEST SECTION
SCALE: 3/16" = 1'-0"



2025 Vista Parkway
Suite 100
Palm Beach, FL 33480
Phone No. 561.687.2220
Fax No. 561.687.1110

SCALE
GRAPHIC SCALE 1" = 10'

NO.	REVISION	BY	DATE

DOCK ELEVATIONS

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEET:
S6.0
PROJECT NO.
419726



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

September 30, 2024

Regulatory Division
South Branch
Palm Beach Gardens Section
SAJ-2023-01823 (GP-JFB)

Fernando Del Dago
Palm Beach County Board of County Commissioners
2633 Vista Parkway,
West Palm Beach, FL 33411
fdeldago@pbcgov.org

Dear Fernando Del Dago:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on August 8, 2023. Your application was assigned file number SAJ-2023-01823. A review of the information and drawings provided indicates that the proposed work would result in improved water access for a municipality by conducting the following activities:

1. Removal of the existing docks.
2. Installation of two docks totaling 2,954.2 square feet with five (5) slips.

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in Lake Worth Lagoon at 6500 Peanut Island Road, in Section 42, Township 43 South, Range 34 East, Riviera, Palm Beach County, Florida.

This letter verifies your project, as described above and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Once there, select "General Permits." Then you will need to select the specific SAJ permit noted above.

You must comply with all of the general and special conditions of the RGP, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 28, 2028.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

- a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, Florida 32232-0019.

The Permittee shall reference this permit number, SAJ-2023-01823, on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment).
3. **As-Built Certification with X-Y Coordinates:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and complete the enclosed "As-Built Certification by Professional Engineer or Surveyor" form, (Attachment) to the Corps. The drawings shall be signed and sealed by a registered professional engineer or a professional land surveyor confirming the actual location of all authorized work/structures with respect to the Federal channel and/or within the Federal easement and include the following:
 - a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawings shall include the X & Y State Plane coordination points of the most waterward point of the structure. The drawings shall include the dimensions of the structure, location of mean high water line (MHWL), depth of water (at mean low water) at the waterward end of the structure, and the distance from the waterward end of the structure to the near design edge of the Federal channel.
 - b. List of any deviations between the work authorized by this permit and the work as constructed. In the event the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the Corps.

- c. The Department of the Army Permit number.
 - d. Within 60 days of completion of the work authorized by this permit, the Permittee shall provide a courtesy copy of the signed and sealed As-Built drawings to the Corps, Engineering Division. Submittals shall be sent either electronically by email at ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019.
4. **Notice of Permit:** The Permittee shall complete and record the "Notice of Department of the Army Permit" form (Attachment) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days after the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit form to the Corps, clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded in the official records and the date of recording.
5. **Federal Channel Setback:** The most waterward edge of the authorized project shall be constructed no closer than 77.7 feet from the near design edge of the federal channel as shown in the attached drawings.
6. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
7. **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 4). The most recent version of the Manatee Conditions must be utilized.
8. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with

the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

9. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

10. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
- b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
 - d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.
 - e. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
 - f. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
- 11. Consent to Easement:** A portion of the authorized work may be located within the Federal right-of-way and therefore, may require a Department of the Army Consent to Easement. The Permittee shall complete the "Application for Consent to Cross U.S. Government Easement" (Attachment)

and submit to the Corps Real Estate Division SAJ-RE-Consent@usace.army.mil or Post Office Box 4970, Jacksonville, Florida 32232-0019 or by telephone at 904-570-4514. The application should include a boundary survey map along with the authorized construction plans and specifications for the project. Prior to commencement of construction, the Permittee shall provide a copy of the Corps approved Consent to Easement, or correspondence from the Real Estate Division indicating that a Consent to Easement is not required, to the address identified in the **Reporting Address Special Condition**.

Jurisdictional Determination:

A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at

<https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this RGP verification or have issues accessing the documents referenced in this letter, please contact Jessica Bedsworth at the letterhead address above, via telephone at 561-247-5626, or via e-mail at Jessica.F.Bedsworth@usace.army.mil.

Sincerely,

Jessica Bedsworth

Jessica Bedsworth
Project Manager

Enclosures
Project Drawings
Commencement Notification Form
As-Built Certification by Professional Engineer or Surveyor Form
Standard Manatee Conditions for In-Water Work-2011
Consent to Easement
Notice of Permit
Transfer Request Form

Cc:
Rick Harmon, WGI Rick.Harman@wginc.com
Real Estate, USACE
Enforcement, USACE

U.S. Army Corps of Engineers

SAJ-2023-01823-JFB

Sheet 1 of 6

09/30/2024

COUNTY OF PLAM BEACH STATE OF FLORIDA

PEANUT ISLAND BOAT DOCK REPLACEMENT

PROJECT NO. 4193.26

MARIA G. MARINO
DISTRICT 1

GREG K. WEISS
DISTRICT 2

MARCI WOODWARD
DISTRICT 4

SARA BAXTER
DISTRICT 6



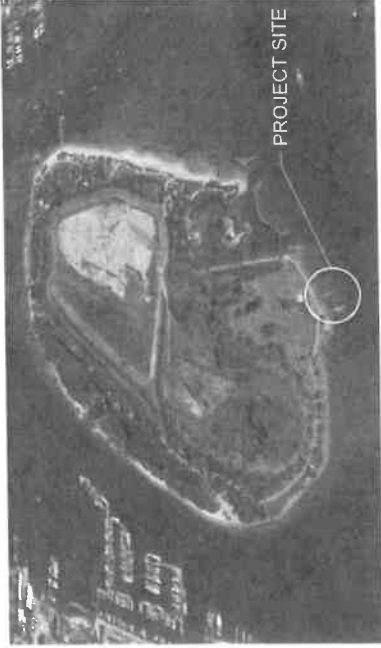
MICHAEL A. BARNETT
DISTRICT 3

MARIA SACHS
DISTRICT 5

MACK BERNARD
DISTRICT 7

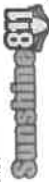


VICINITY MAP



LOCATION MAP

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION.



2015 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2320
Fax No. 561.687.1110

SCALE
CONSTRUCTION
1" = 100'

NO.	REVISION	BY	DATE

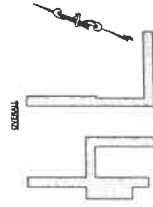
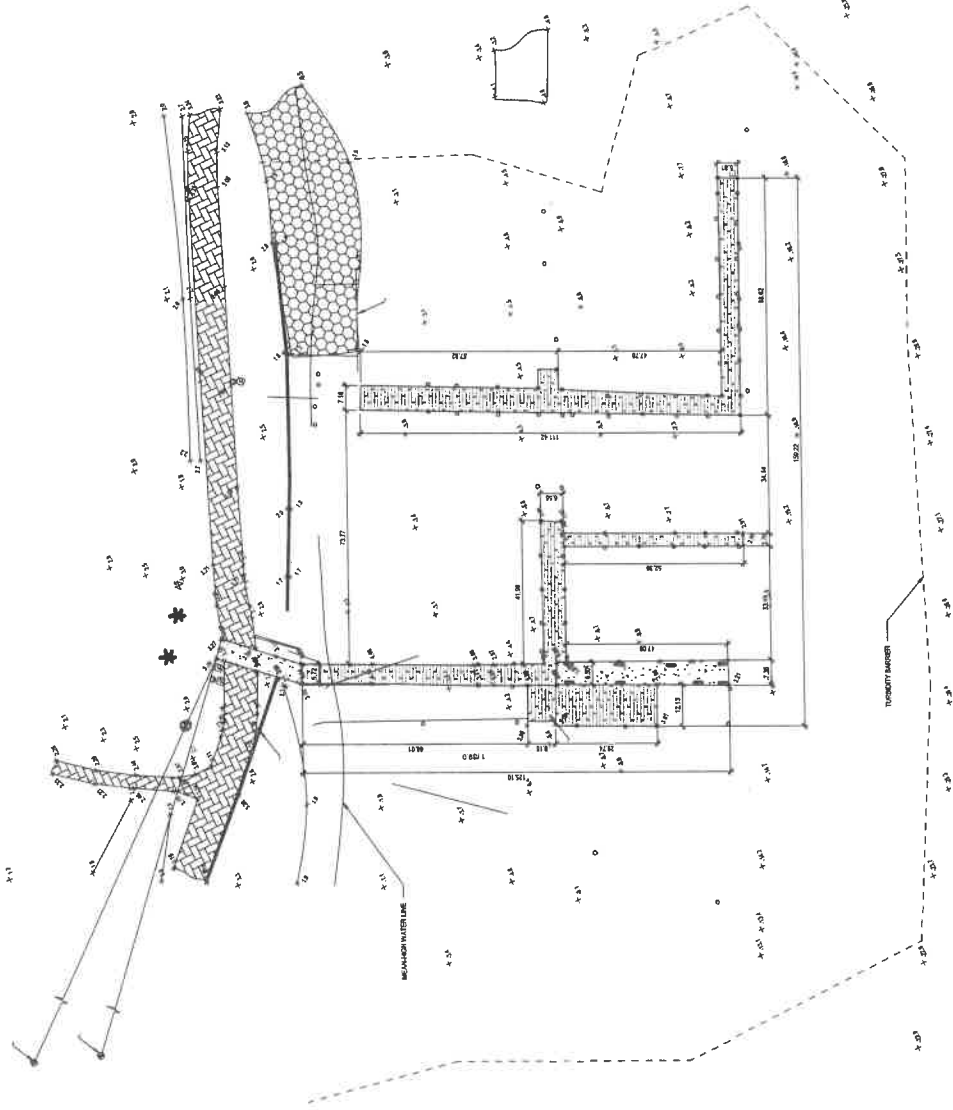
COVER SHEET

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEET:
50.0

PROJECT NO.
4193.26

U.S. Army Corps of Engineers
SAJ-2023-01823-JFB
Sheet 3 of 6
09/30/2024



BOAT DOCK SHEET INDEX MAP
NOT TO SCALE

1 EXISTING DOCK PLAN
SCALE: 1/8" = 1'-0"

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION.
Sunshine 811



NO.	REVISION	BY	DATE

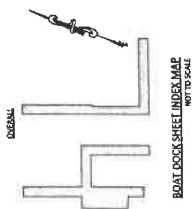
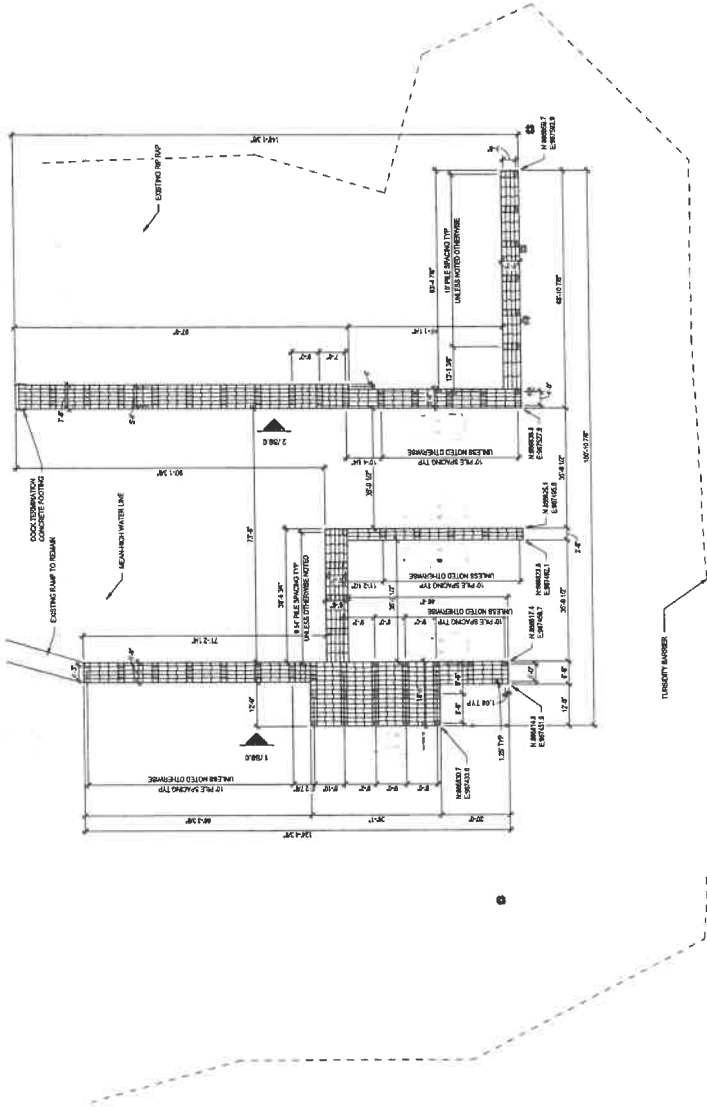
EXISTING DOCK PLAN

DATE	BY
09/27/23	

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEET
S3.0
PROJECT NO.
4163.0

- LEGEND:
- PROPOSED 18" CONCRETE PILE
 - PROPOSED THURSTY DOCKING CLUSTER
 - PROPOSED 12" DIA. THURST PILE
 - EXISTING COAST GUARDATION, 18" DIA. AND BEAT THE BATTERY (ENTERED BY USER)



NOTE: ESTIMATE AREA OF DOCK OVERWATER, 77400 SF. APPROXIMATE AREA OF DOCK OVERLAND, 210 SF. TOTAL AREA OF DOCK, 79500 SF.

1 OVERALL PROPOSED PLAN
SCALE: 1/8\"=1'-0"

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.



2035 165th Parkway
West Palm Beach, FL 33411
Phone No. 561.687.1110
Fax No. 561.687.1110



NO.	REVISION	BY	DATE

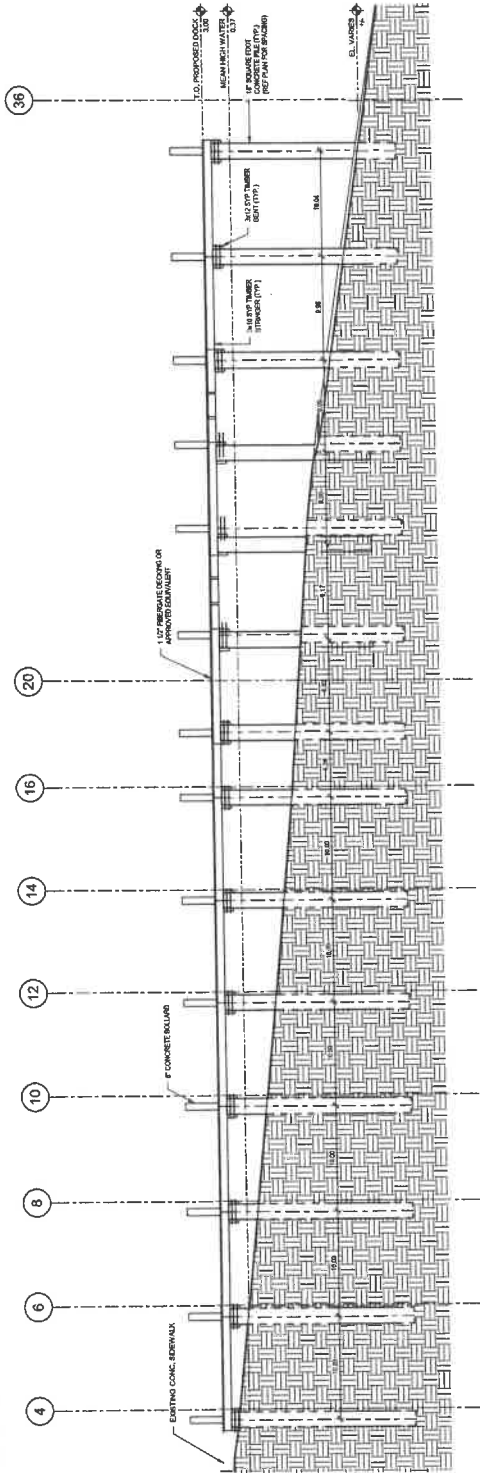
PROPOSED DOCK PLAN

DATE	SCALE
09/20/23	1/8\"=1'-0"

BOAT DOCK REPLACEMENT POOL
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

SHEET:
S5.0
PROJECT NO.
11823A

U.S. Army Corps of Engineers
SAJ-2023-01823-JFB
Sheet 6 of 6
09/30/2024



1 WEST SECTION
SCALE: 3/8\"/>

Assemble Dock 18' Peanut Island Boat Dock Replacement (18' x 25' - Peanut Island Boat Dock Replacement) - 010223

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION
Sunshine 811



2022 Vista Parkway
P.O. Box 1000
Palm Beach, FL 33411
Phone No. 561.867.2200
Fax No. 561.867.1110

SCALE:
CONSTRUCTION
1\"/>

NO.	REVISION	BY	DATE

DOCK ELEVATIONS

BOAT DOCK REPLACEMENT FOR:
PEANUT ISLAND
PALM BEACH COUNTY, FLORIDA

OWNER	U.S. ARMY CORPS OF ENGINEERS
DESIGNER	WGL
DATE	09/30/2024
SCALE	3/8\"/>

SHEET
S6.0
PROJECT NO.
11023

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ- - (-)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. For electronic mail saj-rd-enforcement@usace.army.mil (not to exceed 15 MB).

1. Department of the Army Permit Number: SAJ- - (-)

2. Permittee Information:

Name: _____

Address: _____

3. Project Site Identification (physical location/address):

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

Signature of Engineer

Name (*Please type*)

(FL, PR, or VI) Reg. Number

Company Name

City

State

ZIP

(Affix Seal)

Date

Telephone Number

Date Work Started: _____ Date Work Completed: _____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Prepared by:
Permittee: _____
Address: _____

Phone: _____

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE the United States Army Corps of Engineers (Corps) has issued a permit or verification SAJ- - to (Permittee) on , , authorizing work in navigable waters of the United States in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) on a parcel of land known as Folio/Parcel ID: _____ located at address, in Section , Township south or north, Range east or west, City, county name County, Florida.

Within 30 days of any transfer of interest or control of said property, the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page included with the issued permit or verification. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, or any other work within, over, or under waters of the United States (including wetlands) without first having obtained a permit from the Corps in the purchaser's name.

Conditions of the Permit/Verification: The permit or verification is subject to General Conditions and Special Conditions which may affect the use of the work authorized in name of waterbody. Accordingly, interested parties should closely examine the entire permit or verification, all associated applications, and any subsequent modifications.

To obtain a copy of the authorization in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division - Special Projects & Enforcement Branch
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

Conflict Between Notice and Permit

This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

This Notice is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this _____ day of _____, _____. This document is being submitted for recordation in the Public Records of _____ County, Florida as part of the requirement imposed by the authorization SAJ- _____ - _____ issued by Corps.

Permittee:

Address:

Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

(seal)

Print

My Commission Expires _____

APPLICATION FOR CONSENT TO CROSS U.S. GOVERNMENT EASEMENT

APPLICATION IS MADE for a Department of the Army Consent to Easement to construct, maintain, control, operate and repair a (state type of structure) _____

_____ over, under, across, in, or upon the Easement vested in the United States of America as shown on the attached [include boundary survey map with legal description/construction plans and specifications of project], and situated in Section____, Township____ South, Range____ East, County of_____, Florida.

Names and Mailing Addresses of Record Owners: _____

Physical Address (location of project work): _____

Email Address _____

Applicant understands that permanent structures affixed to the land or otherwise constructed or situated in a manner lasting or meant to last indefinitely and not expected to change in status, condition, or place are not permitted within the U.S. Easement. Unauthorized structures include, but are not limited to, residential and commercial buildings, swimming pools, patios, outbuildings, fences, gazebos, satellite dishes, oil and gas wells, boat ramps and seawall enclosures of docking areas or other structures as defined in CFR Title 36, Section 327.20. Noncompliance may subject the Applicant to possible removal and enforcement action.

The undersigned agrees that construction of the facility or structure involved in this application shall not begin until the Consent to Cross U.S. Government Easement, herein applied for, shall have been granted and appropriate rights shall have been acquired from the record owners and encumbrances of the underlying fee in the land involved.

_____	_____
Property Owner(s) Name (Print)	Property Owner(s) Name (Print)
_____	_____
(Signature)	(Signature)

DATE: _____

RETURN TO: US Army Corps of Engineers, Jacksonville District
ATTN: Real Estate Division
P.O. Box 4970
Jacksonville, FL 32232-0019

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2023-01823 (GP-JFB)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)