



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, December 10, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: October 8, 2024

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

December 10, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/83388726953?pwd=119RyngBLGzUW0HoSQiwBVDSWaGeSE.1>

Join Zoom Meeting via telephone by dialing

Call-in Number: (305) 224-1968

Meeting ID: 833 8872 6953#

Participant ID: #

Passcode: 460710#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redvelopment Agency (CRA), approving an Interlocal Agreement with the City of Deerfield Beach regarding administration of the FIND Grant for the Sawgrass to Seagrass Center at Sullivan Park Project; providing for conflicts, severability, and an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: Sawgrass to Seagrass Center at Sullivan Park Project
2. **Discussion Regarding BSO policing detail.**
Suggested Action: Motion on decision of CRA Board
Attachment: Community Policing Program
3. **Discussion regarding Freebee Rideshare service.**
Suggested Action: Motion on decision of CRA Board
Attachment: Freebee
4. **Update regarding marketing and pedestrian activation activities in the beach business district. (Funds from Account #190-1500-579-35-74 - Special Events)**
Suggested Action: Motion on decision of CRA Board
Attachment: Beach Business District

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, January 14, 2025

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

Community Redevelopment Agency

Tuesday, October 8, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Todd Drosky
Chair Bill Ganz

Also Present:

Interim City Manager Horace McHugh
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 27, 2024

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the August 27, 2024 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

October 8, 2024

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

GENERAL ITEMS

1. **CRA Resolution 2024/010 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for fiscal year 2025; providing for an effective date.**

The Resolution was read by title only.

Kris Mory, CRA Director, briefly outlined the item, which is a standard administrative item.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Board.

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve Item 1, adopted Resolution 2024/010. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

2. **CRA Resolution 2024/011 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for Amante Italian Restaurant, LLC (d/b/a Amantes Italian Cuisine & Bob's Pizza) in an amount not to exceed \$100,000.00; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA Fund in the amount of \$13,900.00 from the infrastructure and capital improvement account to the commercial facade loan account; and providing for an effective date. (Funds from Account #190-1500-552-39-59 - Commercial Facade Improvements & #190-1500-559-63-04 - Infrastructure and Capital Improvements)**

The Resolution was read by title only.

Kris Mory, CRA Director, explained that the owners would like to be reimbursed through the Commercial Façade Program due to some of the work that was required in order for them to close. Thereafter, designs of the proposed building were displayed.

Mr. Hudak spoke in support of the project, as the owners have been a key part of the community. Further, he said other businesses are looking to participate in the program, i.e. parking garage, so he hopes staff can make contact with them to explain the process.

Chair Ganz opened the public hearing.

Bob Amante, 1432 SE 8th Street, Deerfield Beach, provided a brief background of the time he's spent in the City. Thereafter, he thanked the Board for their support.

Chair Ganz closed the public hearing. Thereafter, he agreed with Mr. Hudak, as this will be a fabulous addition to the S-Curve.

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 2, adopted Resolution 2024/011. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

3. **CRA Resolution 2024/012 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a Memorandum of Understanding ("MOU") with the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("MODS") for consulting and exhibit design services related to the Marine Science Center at Sullivan Park; authorizing execution of the MOU with MODS in an amount not to exceed \$700,000.00 for a one-year term, with the option to extend the MOU for an additional six months; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (Funds from Account #190-1500-559-6304 -Programming Consulting Contracts)**

GENERAL ITEMS - CONTINUED

The Resolution was read by title only.

Kris Mory, CRA Director, highlighted a brief PowerPoint Presentation. Further, she outlined what the CRA currently has, i.e. a vision for Deerfield Beach as a nautical destination, location, facility, and existing partnerships; however, the CRA needs further refinement of the Sawgrass to Seagrass concept, interior design buildout, operational organization, marketing, and fundraising. Thereafter, she briefly outlined the MOU, and stated that a future management agreement will be a work product of the proposed MOU. Further, she outlined the pricing schedule, whereby, the center is 5,000 square feet, the budget staff created was \$500 per square foot, so the total interior buildout budget of \$2.5 million. The specialty design firm fee is 16% of the budget, which is \$400,000, and will be paid in four installations; the fundraising goal is \$2.1 million, which is manageable; and the MODS consulting fee is \$300,000, which will be paid monthly over 12 months.

Joe Cox, President & CEO, outlined the MODS staffing plan. The Advancement Team, who will collaborate with the City on fundraising and marketing; the Support Education & Exhibits Team, who will be responsible for the development of the education's interpretive place and exhibit experience; and the Support Services Team, who will be responsible for developing a business plan for operating the Center, including a staffing plan and operating budget. This team will also be responsible for developing the Guest Experience of the Center. Lastly, he said the team is putting all their weight on making this facility a huge success.

Mr. Hudak commented on his experience visiting the Museum of Discovery and Science in Fort Lauderdale. Thereafter, he expressed his excitement on the potential partnership with MODS. Lastly, he spoke in support of moving forward with the MOU, as MODS has the experience of running a museum, whereby, the City does not, and will take this center to another level.

Mr. Preston agreed with Mr. Hudak, whereas, the City does not have the experience in running a museum, so outsourcing the services will be a cost savings in the long run. Further, he stated that this project, along with other capital projects, will put the City on the map; therefore, he supports moving forward with the MOU.

Vice Chair Drosky said the original vision for this project is finally coming to fruition. Further, in addition to the approval of the design by the CRA and MODS, he asked that a public input process be sought along the way.

In response to Vice Chair Drosky's question, Mr. Cox replied that when MODS enters into an agreement, he must go back to his board of directors to get their stamp of approval; nonetheless, this project has been fully vetted, so he does not see there being an issue.

Vice Chair Drosky spoke in support of moving forward with the MOU.

In response to Chair Ganz's questions, Ms. Mory replied that the building envelope for the center is the first floor, above parking, which should be utilized as a community center to fulfill the promise made to the community, whereby, the museum will take up the entire second floor. Further, the Board will be regularly updated to ensure that the project is moving toward the overall design that's approved by the Board. Lastly, she is unsure of the dimensions of their sign, but it will come back to the Board for their consideration; nonetheless, she reminded the Board of the size and location of the City's logo.

Chair Ganz spoke in support of moving forward with the MOU.

In response to Mr. Preston's question, Mr. Cox replied that MODS has a great relationship with Broward County public schools. Thereafter, he briefly outlined the programming they provide. Further, he wants every child to see this center as an extension of their classroom.

Chair Ganz opened the public hearing.

Lisa Davis, 1405 SW 1st Avenue, Deerfield Beach, said she's representing JM Family Enterprises. Thereafter, she provided a brief overview of her background, whereby, JM Family has partnered with MODS for decades and has contributed millions of dollars throughout those decades. Further, she spoke in support of the City partnering with MODS.

GENERAL ITEMS - CONTINUED

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if the CRA will hire a consultant to help with the management operating agreement negotiations.

Chair Ganz closed the public hearing.

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 3, adopted Resolution 2024/012. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

4. CRA Resolution 2024/013 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving and authorizing execution of a settlement agreement with Florida Power & Light Company related to the S-Curve Undergrounding Project delays; and providing for an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the item.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Mr. Preston thanked Mr. Soroka for his efforts; thereafter, he spoke in support of the item.

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve Item 4, adopted Resolution 2024/013. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

5. Discussion regarding the BSO hourly rate increase and the impact on CRA Community Policing detail for FY25.

Kris Mory, CRA Director, stated that she was recently informed of an hourly rate increase by the Broward Sheriff's Office (BSO) that will impact the community policing detail for the CRA. She explained that BSO had an issue with hiring deputy details for the CRA area due to a disparity between their rates here and elsewhere, specifically at the port. Although the deputy details have been leveled out throughout the County, the cost has significantly increased. Previously, CRA was paying \$45/hour and BSO provided 1,100 hours of community policing, whereby, the new rate is \$74/hour, and only 675 hours would be offered.

Continuing, Ms. Mory offered three options, 1) keep existing staffing level and monitor program; 2) reduce services; or 3) increase budget.

Mr. Hudak spoke in support of keeping the existing staffing level and monitoring the program, to see where the program falls.

In response to Mr. Preston's question, Ms. Mory replied that previously many of the shifts were left unfilled at the \$45/hour rate, so if desired by the Board, staff would monitor the current schedule at the new rate.

Chair Ganz expressed frustration with the new rate being provided after budgets were approved. Further, he spoke in support of monitoring the program, but suggested that alternatives be sought.

Vice Mayor Drosky spoke in support of monitoring the program prior to reducing services or increasing the budget. He is also interested to see how the shifts will play out, as he does not want shifts to fill up, and there be no results; whereby, the current issued citations are low, so he wants assurance the beach area will be monitored.

GENERAL ITEMS - CONTINUED

6. Freebee Rideshare monthly report.

Kris Mory, CRA Director, stated that Freebee was implemented six months ago, so she invited Claudia Miro, Freebee, to provide the Board with a brief overview of what has transpired thus far.

Mr. Hudak temporarily left the meeting at 7:56 p.m. and returned at 7:58 p.m.

Ms. Miro provided the Board with an overview of the Freebee pilot program since inception. Further, she explained that although the cost per rider is a critical metric for evaluating transit services, it cannot be accurately assessed with the current service due to the limited operating hours. Certain costs, such as insurance and vehicle leases remain constant, regardless of whether the service operates for one hour or 100 hours, leading to inflated costs per rider figures. She stated that the primary aim of the pilot program is to demonstrate demand and the effectiveness of the service while simultaneously focusing on long-term service planning; therefore, increasing operating hours per vehicle presents an opportunity for significant cost efficiencies. If operating hours are increased by 100%, the overall cost increase would only be 47%, making the service more economical. Furthermore, doubling the operating hours to align with other regions, could allow Deerfield Beach to achieve a cost per rider under \$8 in the first year, with the potential for further reductions year over year as ridership becomes more consistent. Lastly, Ms. Miro outlined opportunities for cost recovery, which included advertising partnerships, grant opportunities, developer/hotel fees, and partnerships with Broward County transit.

In response to Mr. Parness' question, Chair Ganz replied that although someone is requesting to be dropped off at a particular business within the CRA area, does not mean they'll actually go to that business; nevertheless, the heat map provides a general location.

Mr. Hudak said the parking issues occur on Friday, Saturday, and Sunday, whereby, all other days the beach area is pretty quiet. Although the CRA must continue to act as a conduit to help these businesses Monday - Thursday, they must also communicate with one another and get on board with Freebee.

Chair Ganz said Freebee is not there to resolve the parking challenges, but help alleviate them. Additionally, Freebee is not going to cure struggling businesses on the off days and hours; nevertheless, there has been steady growth in the program. Further, he requested benchmarks to see how the program is comparable to other cities, and agreed with expanding the hours and having them stay consistent. Chair Ganz said the use of Freebee during the last two hours on Thursday evening and Sunday evening are minimal; therefore, a future suggestion could be moving those hours to Wednesday during the day to see how successful a day shift is.

Mr. Preston said Freebee is not a marketing strategy for the businesses, but a way to get people to them; nevertheless, he believes all of the businesses will struggle in the upcoming year due to the pier construction. Further, once the beach sees foot traffic again, he believes businesses will benefit, but reiterated that Freebee is just there to get people to the businesses.

Mr. Hudak agreed that the foot traffic is not there, but stated the Freebee can be part of the solution now by bringing people to the beach now, so these businesses can stay in business until the pier opens.

Ms. Miro said benchmarks can be provided but will be difficult because Deerfield Beach is the only 28-hour operation; nevertheless, Boynton Beach just launched a similar program, seven days a week, with a different vendor, and month over month there was a decline in ridership due to the lack of marketing, which Deerfield Beach has. Further, she said the program has not entered into the season, so the data for a full year does not exist at this time.

In response to Mr. Hudak's question, Ms. Miro replied that there are 50 or more different businesses advertised on the mobile platform, and they've provided positive feedback. Thereafter, she briefly outlined Freebee's efforts. Further, she said the point of the pilot program is to test it for a couple of months, and revamp the program based on the data.

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

Tiara East - Vice Chair Drosky stated that he has always opinioned that the pavers on the S-Curve continue as far north as possible, as it will tie the businesses and community together; however, the cost for doing so is excessive. Thereafter, photographs of the current and proposed conditions were displayed, as well as various pricing options. Due to the excessive cost of paving the entire length of the sidewalks on the east and west side, Vice Chair Drosky recommended moving forward with Options 1 & 2, which adds pavers to the westside and eastside driveways of Tiara East, for a total cost of \$95,000. Lastly, he stated that this is being brought forward now, due to time constraints.

Mr. Preston spoke in support of moving forward.

Mr. Hudak spoke in support of moving forward.

In response to Mr. Parness' comment, Chair Ganz stated that it will be funded through the CRA, not City.

Mr. Parness spoke in support of moving forward.

In response to Chair Ganz's question, Kris Mory, CRA Director, replied that the CRA has \$30,000 left over in contingency from the project. Additionally, \$35,000 will be received from Florida Power & Light; for a total of \$65,000. If the Board desires to move forward with Options 1 & 2, a budget transfer would need to be completed to fund the remaining amount. Lastly, she said Tiara East would have to enter into a Hold Harmless in order to move forward, as they would be responsible for the ongoing maintenance and repairs in the future.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he spoke in support of moving forward.

MOTION was made by Vice Chair Drosky, seconded by Mr. Hudak, to move forward with Options 1 & 2 along with the hold harmless component, and permit staff to take the necessary actions to effectuate the process. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

There were no other board comments.

PUBLIC COMMENT

There were no comments from the public.

ADJOURNMENT

MOTION was made by Mr. Preston, seconded by Mr. Parness, to adjourn the meeting at 8:58 p.m. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - December 10, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, December 10, 2024, at 7:00 PM** in the **City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida**. A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The December 10, 2024, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the December 10, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on December 10, 2024.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/83388726953?pwd=119RyngBLGzUW0HoSQiwBVDSWaGeSE.1>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (305) 224-1968, Meeting ID: 833 8872 6953#, Participant ID: #, Password: 460710#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-594

Agenda Date: 11/12/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redvelopment Agency (CRA), approving an Interlocal Agreement with the City of Deerfield Beach regarding administration of the FIND Grant for the Sawgrass to Seagrass Center at Sullivan Park Project; providing for conflicts, severability, and an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

The City of Deerfield Beach (the "City") owns certain real property within the City located west of the Intracoastal Waterway and north of Hillsboro Blvd., known as Sullivan Park ("Sullivan Park"). In 2013, the City of Deerfield Beach CRA (the "CRA") and the City entered into an Interlocal Agreement, whereby the City authorized the CRA to make such improvements to Sullivan Park as are consistent with the CRA Plan, Part III, Chapter 163, Florida Statutes, and which further the goals and objectives of the CRA, and provides for the CRA to coordinate any improvements with the City and pay for all work being undertaken as part of the proposed improvements. Phase 1 of the Sullivan Park improvements was successfully completed.

The CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park Project (the "Project") as part of the CRA's redevelopment plan. The Project is part of the Phase 2 expansion of Sullivan Park to be constructed on CRA property located at 1601 E. Hillsboro Blvd., Deerfield Beach, FL, and the Project is intended to stimulate retail and ecotourism activity in the Cove area. Invitation to Bid No. 24-10-PC for the Sawgrass to Seagrass Center Project (the "ITB") was issued by the City of Deerfield Beach Purchasing division. On June 11, 2024, the CRA Board approved the award of the ITB to Shiff Construction & Development, Inc. ("Shiff"), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87.

Current Activity

On March 19, 2024, the City approved the submission of a Grant Application to the Florida Inland Navigation District ("FIND") in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the "Marine Science Project") of the Sawgrass to Seagrass Center to be located at Sullivan Park (the "Grant"). The CRA and the City were notified that the City was awarded Grant funding for the Marine Science Project, subject to the City's execution of a Grant Agreement with FIND for the Grant.

On November 6, 2024, the City approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the "Grant Agreement"). The Grant Agreement will reimburse the City for eligible activities to carry out the development of the Marine Science Project. If the Marine Science Project fails to meet these

requirements, the project will not be eligible for reimbursement under the Grant. Given that the CRA has contracted for the construction of the Marine Science Center and is funding the Marine Science Project (with assistance from the Grant), the CRA and the City desire to enter into the Interlocal Agreement, enclosed as Exhibit “1”, for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement (the “Interlocal Agreement”).

Recommendation

CRA staff recommends approving and authorizing execution of the Interlocal Agreement with the City.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF DEERFIELD BEACH REGARDING ADMINISTRATION OF THE FIND GRANT FOR THE SAWGRASS TO SEAGRASS CENTER AT SULLIVAN PARK PROJECT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach (the “City”) owns certain real property within the City located west of the Intracoastal Waterway and north of Hillsboro Blvd. and known as Sullivan Park (“Sullivan Park”); and

WHEREAS, in 2013, the City of Deerfield Beach CRA (the “CRA”) and the City entered into an interlocal agreement whereby the City authorized the CRA to make such improvements to Sullivan Park as are consistent with the CRA Plan, Part III, Chapter 163, Florida Statutes, and which further the goals and objectives of the CRA, and provide for the CRA to coordinate any improvements with the City and pay for all work being undertaken as part of the proposed improvements; and

WHEREAS, Phase 1 of the Sullivan Park improvements was successfully completed; and

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area; and

WHEREAS, Invitation to Bid No. 24-10-PC for the Sawgrass to Seagrass Center Project (the “ITB”) was issued by the City of Deerfield Beach Purchasing division; and

WHEREAS, on June 11, 2024, the CRA Board approved the award of the ITB to Shiff Construction & Development, Inc. (“Shiff”), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87; and

WHEREAS, on March 19, 2024, the City approved the submission of a Grant Application to the Florida Inland Navigation District (“FIND”) in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the “Marine Science Project”) of the Sawgrass to Seagrass Center to be located at Sullivan Park (the “Grant”); and

WHEREAS, the CRA and the City were notified that they were awarded Grant funding for the Marine Science Project, subject to the City’s execution of a Grant Agreement with FIND for the Grant; and

WHEREAS, on November 6, 2024, the City approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the “Grant Agreement”); and

WHEREAS, the Grant Agreement will provide reimbursement for eligible activities to carry out the development of the Marine Science Project; and

WHEREAS, if the Marine Science Project fails to meet the Grant Agreement requirements, the project will not be eligible for reimbursement under the Grant; and

WHEREAS, the CRA and the City desire to enter into the interlocal agreement, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement (the “Interlocal Agreement”); and

WHEREAS, CRA staff recommends that the CRA Board approve and authorize execution of the Interlocal Agreement with the City, attached as Exhibit “1”, regarding Grant funding for the Marine Science Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves the Interlocal Agreement with the City of Deerfield Beach, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement.

Section 3. The Chair and Executive Director are hereby authorized to execute the Interlocal Agreement with the City, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the Executive Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
REGARDING SULLIVAN PARK PHASE 2 FIND GRANT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of November, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”) and the City of Deerfield Beach Community Redevelopment Agency (“CRA”).

WITNESSETH:

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area within the City in the CRA area; and

WHEREAS, on June 11, 2024, the CRA Board approved the award of an ITB to Shiff Construction & Development, Inc. (“Shiff”), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87 (the “Construction Agreement”); and

WHEREAS, on March 19, 2024, the City approved the submission of a Grant Application to the Florida Inland Navigation District (“FIND”) in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the “Marine Science Project”) of the Sawgrass to Seagrass Center to be located at Sullivan Park (the “Grant”); and

WHEREAS, the CRA and the City were notified that the City was awarded Grant funding for the Marine Science Project, subject to the City’s execution of a Grant Agreement with FIND for the Grant; and

WHEREAS, on November 6, 2024, the City Commission approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the “Grant Agreement”); and

WHEREAS, the Grant Agreement will reimburse the City for eligible activities to carry out the development of the Marine Science Project; and

WHEREAS, if the Marine Science Project fails to meet these requirements, the project may not be eligible for reimbursement under the Grant; and

WHEREAS, the City and the CRA desire to enter into the interlocal agreement, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding in compliance with the terms and conditions of this Agreement and the Grant Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated into this Agreement by this reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01, Florida Statutes, entitled “Florida Interlocal Cooperation Act of 1969”.

ARTICLE 2
PROJECT ADMINISTRATION

2.1 *Authorization.* The City hereby authorizes the CRA to make certain improvements to Sullivan Park as outlined in the Construction Agreement and the Grant Agreement for the Marine Science Project. The CRA shall coordinate any improvements with the City, shall assure that no liens or encumbrances shall be placed on the property of Sullivan Park, and shall pay for all work being undertaken as part of the proposed improvements.

2.2 *CRA as Project Administrator.* The CRA shall be the Project Administrator of the Marine Science Project and shall be responsible for administering the Grant and Grant funding, and implementing the Marine Science Project, in compliance with the requirements set forth in the Grant Agreement between the City and FIND dated [REDACTED], 2024, and attached as Exhibit “A”.

2.2 *Compliance with Grant Agreement.* The CRA shall be responsible for ensuring that the FIND Grant award in an amount not to exceed \$3,360.804.00 is allocated and utilized based upon the requirements of the Grant Agreement, including but not limited to the Project Cost Estimate attached as Exhibit “A” to the Grant Agreement. The CRA shall comply with all applicable reimbursement requirements as set forth in the Grant Agreement. Any and all documentation submitted by the CRA to FIND shall also be submitted to the City’s CFO.

2.3 *Matching Funds.* The CRA hereby acknowledges and agrees that it has submitted the FIND Form #95-01 (Exhibit C Matching Funds Certification) attached to the Grant Agreement evidencing that the matching funds have been earmarked in the CRA Budget and that the CRA is obligated to provide such funding.

2.4 *Payment Documentation.* During the Term of this Agreement, the CRA shall provide the City with documentation of all payments made to the Contractor for the Marine Science Project.

2.5 *Non-compliance.* In the event that CRA fails to adhere to the Grant Agreement requirements and reimbursement by FIND for any or all of the portion of the FIND Grant funding, the CRA shall be financially responsible and obligated for all outstanding costs and expenses associated with the Marine Science Project.

2.6 *Indemnification.* To the extent permitted by law, the CRA shall defend, indemnify and hold the City harmless from any and all causes of action, damages, or liability related to the actions or omissions of the CRA in undertaking improvements to Sullivan Park, including but not limited to improvements to the CRA property located at 1601 E. Hillsboro Blvd, Deerfield Beach, Florida. Nothing in this Agreement shall be deemed or treated as a waiver by the City or the CRA of any immunity to which they are entitled by law, including but not limited to the City's and CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 3 **TERM**

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until all of the requirements of Grant Agreement and this Agreement have been satisfied by the CRA (the "Term").

ARTICLE 4 **NOTICES**

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

Kris Mory, CRA Executive Director
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

AS TO CITY:

City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

ARTICLE 5 **JURISDICTION, VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every 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 or 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.

ARTICLE 6
MISCELLANEOUS

6.1 NO THIRD-PARTY BENEFICIARIES - Nothing in this Agreement shall be construed or interpreted to give any rights or benefits to anyone other than the CRA and the City.

6.2 WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

6.3 ENTIRETY OF THE AGREEMENT – The CRA and City agree that this Agreement sets forth the entire agreement between the parties regarding the subject matter in this Agreement and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the CRA and City.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The City Commission of the City of Deerfield Beach, Florida, signing by and through its MAYOR, authorized to execute same on the 19th day of November, 2024, and the City of Deerfield Beach Community Redevelopment Agency, by and through its BOARD, signing by and through its Chair, authorized to execute same by BOARD action on the 12th day of November, 2024.

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

ATTEST:

By: _____
BILL GANZ, MAYOR

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
BILL GANZ, CHAIR

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. BR-DB-24-163

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Deerfield Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Sawgrass to Seagrass Center at Sullivan Park. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2026 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2027. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2026, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than thirty-five percent (35%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate (“PROJECT COSTS”) and meeting the requirements of Section 5 below and shall not, in any event, exceed \$ 3,360,804.00.

Any modifications to the PROJECT’s Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT’s Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT’s program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a “DIRECT PROVIDER”) to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Deerfield Beach
Attention: Director of Economic Development, Office of the City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Deerfield Beach

By: _____

Title: _____

Date: _____

Exhibit A**PROJECT COST ESTIMATE**

WATERWAY ASSISTANCE PROGRAM FY 2024

[See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios]

Project Title:	Sawgrass to Seagrass Center at Sullivan Park
Applicant:	City of Deerfield Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
General conditions*	933,714.00	608,900.00	324,800.00
Civil/Site Work*	1,149,359.00	750,100.00	399,300.00
Shell*	2,707,300.00	1,761,800.00	945,600.00
Mechanical Electrical Plumbing*	1,660,100.00	1,082,100.00	578,000.00
Thermal and Moisture Protection*	1,075,400.00	701,000.00	374,400.00
Openings (Windows and Doors)*	612,500.00	401,100.00	211,400.00
Finishes, Fixtures, and Equipment*	1,144,800.00	747,100.00	397,700.00
Fire Suppression*	136,600.00	91,800.00	44,800.00
Insurance and Bonding*	251,900.00	167,000.00	84,804.00

**TOTALS =	\$ 9,671,673.00	\$ 6,310,900.00	\$ 3,360,804.00
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* FIND funds will only be used to fund 50% of the 2nd Floor Exhibit Space. In compliance with Rule 66B-2.008.(1)(b) FIND funds will not be used for 1st Floor Administrative Office Space.

Exhibit B 2024
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general

permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal

east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) F.S. Law Implemented 374.976(1) F.S. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes.

The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the ongoing maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency.

Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated

by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of

waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

- (a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or
- (b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or
- (c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage

pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the ongoing maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be

considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement.

This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

- (a) The percentage total of project funding that the Board has agreed to fund, or
- (b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the

District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$10,000 per project, not to exceed \$30,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale

Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program. In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives

will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of
October 01, 2023, has the required matching funds for the accomplishment of the
referenced project in accordance with the Waterways Assistance Program Project
Agreement between the Florida Inland Navigation District and
the Sponsor, dated

_____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage		
Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current		
Payments Including all retainage		
held (B+C)	=	_____
= Balance Remaining		

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E
FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM
Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD (Please place an " X " in front of the report period and complete the year in the table below.)

___ Oct-Dec 20__	___ Jan-Mar 20__	___ April-June 20__	___ July-Sept 20__
Report Due: (Dec 30)	(March 30)	(June 30)	(Sept 30)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

**EXHIBIT G
ASSISTANCE PROJECT SCHEDULE**

OCTOBER 2024-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2024-	First Quarterly Report Due. -	Use Quarterly Status Report Form Exhibit F
MARCH 30, 2025-	Second Quarterly Report Due.	http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
JUNE 30, 2025-	Third Quarterly Report Due.	
SEPTEMBER 30, 2025-	Fourth Quarterly Report Due.	
DECEMBER 30, 2025-	Fifth Quarterly Report Due.	
MARCH 30, 2026-	Sixth Quarterly Report Due.	
JUNE 30, 2026-	Seventh Quarterly Report Due.	

NOTE: *If the project will not be completed and all close out paperwork submitted by September 30th, a request for a 1-year extension of the completion date of the project should be submitted with the June 2026 quarterly report.*

SEPTEMBER 1-30, 2026- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2026 - End of Grant. All work must be complete closeout paperwork submitted.
October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617





Face Sheet File Number: I.D. 2024-586

Agenda Date: 12/10/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Discussion Regarding BSO policing detail.

Recommended Action

Direction from the CRA Board regarding the Community Policing Program Budget

Background/History

On August 27th the CRA Board passed the Fiscal Year 2025 CRA Budget that included \$50,000 in funding for the CRA Community Policing program. This program offers an enhanced level of security for projects and areas improved by the CRA. The Deputy Detail was charged at a rate of \$45.00 per hour. At the approved funding level and if fully staffed, the program provided +/-1,110 hours of Community Policing in the CRA District.

At the October 8th CRA Meeting, staff requested Board direction regarding the Community Policing program, as it pertains to the approved CRA budget and the recent increase in the hourly rate of deputies to \$74.00 per hour. Noting that in the past, CRA Deputy Detail hours were routinely not filled to the full funding capacity due to competitive hourly rates in other locales.

To better understand all staffing options, CRA staff and BSO have updated and summarized level of service worksheets used in prior years to determine the optimal level of staffing given the amount of funds budgeted by the CRA for Community Policing. This worksheet is attached to this item and provides the following options for the Board's consideration.

November Actual - For the month of November, all available deputy detail shifts were filled. This level of service provided a BSO presence in the CRA throughout the day until midnight on weekends and provided Friday night coverage as well. At the current rate of \$74.00 per hour, the current approved budget would run out by mid-March 2025. To maintain this level of service for the balance of Fiscal Year 2025, the CRA would have to allocate an additional \$65,416. Note that November had 4.75 weekends rather than a typical 4-weekend month and that this level of service would cost \$10,064 a month moving forward.

Option 1 - Level of service provides two deputies with overlapping daytime shifts. This schedule would ensure that a BSO deputy would be visible in high traffic areas throughout the day and provide coverage during hours when CRA community policing issues, such as dogs on the beach, smoking and drinking on the beach, and bicycle riding on the bridge are most prevalent. This option does not include a Friday night deputy detail. The current budget would be depleted by the end of March and would require an additional \$56,832 to implement for the balance of Fiscal Year 2025.

Option 2 - Provides a single deputy detail on Friday evenings and for most of the daytime hours on Saturday and Sunday. In this scenario, the current budget would be depleted in mid-May. This level of service would require a \$29,304 additional budget to maintain the level of service for the balance of

Fiscal Year 2025.

Option 3 - Provides a single deputy detail during high activity hours of the day, Saturday and Sunday. No Friday night deputy detail is included. The current budget would support this option until mid-July. Option 3 would require an \$11,840 additional budget to maintain the level of service for Fiscal Year 2025.

Staff did consider additional reduction in levels of service due to the impact of the pier closure reducing the overall number of visitors to the beach area. BSO reports that community policing activities aren't significantly impacted by the Pier closure.

Staff is requesting Board direction on whether to increase the budget to fund the program at the new rate with Deputy hours fully staffed until the end of the fiscal year, to reduce the number of Community Policing hours of service provided in the CRA District, and maintain the current budget or to monitor the program until the new year.

If the Board wishes to fund one of the service level options rather than allow the program to continue until current funds are depleted, the direction will require a budget transfer. Depending on the outcome of the Board's decision, staff will bring back an administrative item to reflect the desired budget change at the next CRA meeting.

Recommendation

CRA Board direction to staff via motion.

November Actual	Hourly rate = \$74			Note: 4.75 weekends in November				
Detail Slots	SAT	SUN	MON	TUE	WED	THU	FRI	Weekly Cost
Deputy 1	9a-5p	9a-5p						\$1,184
Deputy 2	6p-12a	6p-12a						\$888
Deputy 3							6p-12a	\$444
Total hours	14	14	0	0	0	0	6	34
Daily Cost	\$1,036	\$1,036					\$444	\$2,516
Monthly Cost								\$11,951
	Current budget depleted in Mid-March							
	Additional budget required for Option 1 Level of Service for balance of FY 25 - \$65,416							
Option 1	Hourly rate = \$74							
Detail Slots	SAT	SUN	MON	TUE	WED	THU	FRI	Weekly Cost
Deputy 1	8a-4p	8a-4p						\$1,184
Deputy 2	10a-6p	10a-6p						\$1,184
Total hours	16	16	0	0	0	0	0	32
Daily Cost	\$1,184	\$1,184						\$2,368
Monthly Cost								\$9,472
	Current budget depleted by end of March							
	Additional budget required for Option 1 Level of Service for balance of FY 25 - \$56,832							
Option 2	Hourly rate = \$74							
Detail Slots	SAT	SUN	MON	TUE	WED	THU	FRI	Weekly Cost
Deputy 1	10a-6p							\$592
Deputy 2		10a-6p						\$592
Deputy 3							5p-11p	\$444
Total hours	8	8	0	0	0	0	6	22
Daily Cost	\$592	\$592					\$444	\$1,628
Monthly Cost								\$6,512
	Current budget depleted in mid-May							
	Additional budget required for Option 2 Level of Service for balance of FY 25 - \$29,304							
Option 3	Hourly rate = \$74							
Detail Slots	SAT	SUN	MON	TUE	WED	THU	FRI	Weekly Cost
Deputy 1	10a-6p							\$592
Deputy 2		10a-6p						\$592
Total hours	8	8	0	0	0	0	0	16
Daily Cost	\$592	\$592					\$0	\$1,184
Monthly Cost								\$4,736
	Current budget depleted in mid-July							
	Additional budget required for Option 3 Level of Service for balance of FY 25 - \$11,840							



Face Sheet
File Number: I.D. 2024-605

Agenda Date: 12/10/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Discussion regarding Freebee Rideshare service.

Recommended Action

Motion on decision of CRA Board

Background/History

At the October CRA Meeting, Claudia Miro from Freebee gave a presentation on the first six months of the rideshare pilot program. She indicated that the service is highly rated by riders, that ridership numbers continue to climb despite weather conditions, and that the service is generally meeting or exceeding pilot programs in other communities that offer the Freebee rideshare service.

Current Activity

Based on Ms. Miro's experience in launching the Freebee rideshare service in other communities and feedback from Deerfield Beach riders, she indicated that the service would likely have increased ridership if the service was offered seven days a week, as opposed to the current four-day weekend service. With a 7 day a week service, riders would find it a more reliable mode of transportation. At the Board's request, staff worked with Ms. Miro to explore pilot program options for the Board's consideration. A chart illustrating these options is attached to this item.

Option 1

28 Hours Per Week - Maintain current Pilot Program schedule. The current schedule provides service using a fleet of 4 cars operating for 28 hours a week, Thursday through Saturday from 4 p.m. - 11 p.m. and Sundays from 2 p.m. - 9 p.m. This option is budgeted in Fiscal Year 2025 at \$300,000 a year, paid in monthly installments of \$25,000. Year to date ridership has been based primarily on year-around Deerfield Beach residents. The CRA business district is entering the high tourism season of the year. It is highly likely that ridership numbers will go up for the months of December – April.

Option 2

56 Hours Per Week - Expand service to 7 days a week. This option would provide service for 8 hours daily, seven days a week from 3 p.m. - 11 p.m. This level of service would deplete the current rideshare budget allocation by June 2025. Additional funding of \$115,398 would be required to begin this level of service and maintain it throughout the entire fiscal year. Note that even though this option offers twice the hours, the price of service only increases by 50%. The more vehicles operated in a program reduces the cost per car.

Option 3

70 Hours Per Week - Expand service to 70 hours a week. This option would provide service for 10 hours a day from noon to 10 p.m. This level of service would accommodate using the service for daytime business like grocery shopping, doctor visits, personal services, etc. One consideration for this level of service is that by offering earlier daytime service, it opens the program to being used for

rides to the beach instead of businesses as originally intended in the program design. It would also risk resulting in reduced use of paid beach parking. If this level of service is desired, the current budgeted funds would be depleted in May 2025. An additional \$151,002 would be required to fund this level of service for the balance of Fiscal Year 2025.

Note that Options 2 and 3 require additional funding for the increased level of service. Depending on the Board's direction on this program, staff will bring an administrative budget transfer request to the Board for approval at a future CRA meeting.

Recommendation

This item is for board discussion.

Freebee Level of Service Options

	2024	2025								
Hours Per Week	December	January	February	March	April	May	June	July	August	September
28 (current schedule)	Current level of service budgeted for Fiscal Year 2025									
Thursday-Saturday 4P-11P										
Sunday 2P-9P										
56 (7 days a week)	Current budgeted funds depleted in June									
Sunday-Saturday 3P-11P										
56 (7 days a week)	Level of service requires \$115,398 more budget to complete Fiscal Year 2025									
Sunday-Saturday 3P-11P										
70 (7 days a week)	Current budgeted funds depleted in May									
Sunday-Saturday 12P-10P										
70 (7 days a week)	Level of service requires \$151,002 more budget to complete Fiscal Year 2025									
Sunday-Saturday 12P-10P										
Program Notes: Current remaining FY25 program balance = \$225,000 (months of October - December are paid)										
Pilot Program Base Funding	28 Hours = \$75,000/vehicle/\$300,000/year									
50% increased hours over base	56 Hours = \$113,465/vehicle/\$453,860/year									
71% increased hours over base	70 Hours = \$125,333/vehicle/\$501,332/year									



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-621

Agenda Date: 12/10/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Update regarding marketing and pedestrian activation activities in the beach business district. *(Funds from Account #190-1500-579-35-74 - Special Events)*

Recommended Action

Staff requests Board input and direction via motion.

Fiscal Impact

Costs: TBD

Account Name: Special Events

Account Number: 190-1500-579-35-74

Background/History

CRA staff met with Beach Business District merchants and brainstormed ideas for partnering to activate the S-Curve area while the Pier is closed for renovation.

Current Activity

Staff will give a presentation on several ideas that emerged from the brainstorming session.

Recommendation

Staff requests CRA Board input and direction via motion.