

Melbourne-Tillman Water Control District



Board Agenda

Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

THURSDAY, AUGUST 26, 2021

9:00 AM



Call to Order

Phil Weinberg, President

Pledge of Allegiance

Phil Weinberg, President

Roll Call

Lisa Blackett

Board Members:

Eric Blount (Brevard County September 30, 2022)

Joseph Hale (Palm Bay September 30, 2022)

Keith Jerdon, (West Melbourne September 30, 2021)

Don Jordan, (Palm Bay September 30, 2023)

Drew Powshok (Brevard County September 30, 2022)

Philip Weinberg, (Palm Bay September 30, 2021)

Jay Woltering (Brevard County September 30, 2022)

Staff & Support:

Debbie Leclair, District Manager

Lisa Blackett, Asst. Mgr. Admin., Secretary/Treasurer

Jim Beadle, Attorney

Leah Cooney, Court Reporter

Recognition of Guests and Support Staff

John Gergen, Assistant Manager/ Operations

Mike McCabe, District Engineer

Mike Haridopolos, MJH Consulting

Gretchen Kelly, St. Johns River Water Management District

Vincent Seibold, St. Johns River Water Management District

Announcements

- The District's User Fee Rates for FY 2021/2022 will be presented to the County Commissioners on Tuesday, August 24, 2021. These proposed rates reflect the 1.234% CPI increase included in the 2021/2022 budget approved by the Board at April 27, 2021 meeting:

Residential \$24.74 per acre or portion thereof

Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

THURSDAY, AUGUST 26, 2021

9:00 AM

Agricultural \$ 8.50 per acre or portion thereof
Commercial \$47.93 per acre or portion thereof

- The District's annual inventory is scheduled to be done in early October. Staff requests a Board Member be named to perform the inventory.
- Ernesto Rivera has been hired to fill the vacant Facilities Maintenance position. Mr. Rivera began employment with the District on Monday, August 9, 2021.

Public Comments

Presentations

Gretchen Kelly, SJRWMD, will present a request from SJRWMD to utilize a portion of the District's Site I property at 2200 Beekman for a C-1 Canal Baseflow Nutrient Reduction Treatment Demonstration Project. SJRWMD has submitted this project for a grant from the Florida Department of Environmental Protection. (Attachment 1)

Mike Haridopolos, MJH Consulting, will update the Board regarding Representative Randy Fine's visit to the District and support for a local bill addressing trespass issues the District is experiencing.

Regular Business

- Approval of the June 22, 2021 minutes of the MTWCD Board of Director's Meeting. (Attachment 2)
- Approval of the Operating Statement through July 31, 2021. (Attachment 3)

New Business

The annual Resolutions for the District's 2021/2022 Budget and User Fees are presented for approval:

- Resolution 2021-01, a Resolution to authorize the levy of user fees. (Attachment 4)
- Resolution 2021-02, a Resolution to appropriate funds required for the FY 2021/2022 (Attachment 5)
- One Year Review of the two-year MJH Consulting contract. (Attachment 6)
- The Contract for the District's Save Our Indian River Lagoon Aquatic Harvesting project has been submitted to the District and is presented for the Board's review and the District's signature. (Attachment 7)
- Proposed Revision to District Policy P-232 to include Appendix A - COVID-19 Temporary Emergency Leave for employees who test positive for COVID-19. (Attachment 8)

Old Business

The Board had requested that Steve Beeman, with Beemats Floating Wetlands, return to present his the final design of his proposed project in the District's C-1 canal. He was unavailable to be present at this meeting and will plan to present the design at the December meeting.

Melbourne-Tillman Water Control District

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9:00 AM

At the December 8, 2020 Board Meeting, the Board agreed to allow the Platt's cattle cross the District's Canal C-84 from the Platt cattle ranch on the south side of the canal to the property on the north side of the canal for grazing purposes. This request by the Platt Family was for a short period of time as there were plans for the development of the property that were being worked out. The Board requested that the property owners meet with the District Engineer to prepare a hardened, fenced and gated, cattle crossing to allow the cattle access from an exit point on the south side to an entrance point on the north side. The sale of the property has experienced delays due to approval of the zoning change request. An extension is requested for an additional two months.

Budget

- Request for District Attorney fee increase

- FY 2020/2021 Budget Adjustment request:

Transfer \$32,000 from #5630001 Improvements other than Buildings, with \$15,000 being transferred to #5462500 Auto and Equipment Parts; \$5,000 transferred to #5460010 Repair and Maintenance Supply; and \$12,000 transferred to #5460000 Repair and Maintenance Services.

Transfer \$3,400 from #5330100 Court Reporter Services, with \$3,100 being transferred to #5313300 Legal Services; and \$300 transferred to #5491020 Licenses and Permits.

Staff Reports

- Manager's Report, Debbie Leclair
 - MS-1 Seawall and testing by Universal Engineering.
 - GovDeals listing for the District's Berky Dredge.
 - Update on meeting with West Melbourne Police Department and Florida Fish and Wildlife Officer
- Engineer's Report, Mike McCabe
 - Meeting with Saddlebrook and Westbrooke Homeowners Association regarding drainage.
 - Update on future development
- Assistant Manager, Operations Report, John Gergen
 - Field Operations
- Attorney's Report, Jim Beadle
- Secretary/Treasurer's Report, Lisa Blackett
 - FEMA Update
 - Audit Schedule

Closing

- Meeting Schedule – The next Board Meeting is scheduled for Tuesday, October 26, 2021 at 9:00 am in the City of West Melbourne Council Chambers.

Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

THURSDAY, AUGUST 26, 2021

9:00 AM

➤ Board Member Reports

- Eric Blount
- Joe Hale
- Keith Jerdon
- Don Jordan
- Drew Powshok
- Phillip Weinberg
- Jay Woltering

➤ Adjourn

If a Board Member has a request for any agenda item you may raise it at any time or you may let staff know and it will be formally included in the agenda package distributed to the Board prior to each meeting. As usual, staff is available in person, by telephone, or by e-mail to discuss the agenda prior to each and every Board Meeting.

Attachment

1



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

August 18, 2021

Phil Weinberg, President
Board of Directors
Melbourne Tillman Water Control District
5990 Minton Road
Palm Bay, FL 32907

Re: FY 2021-22 Water Protection and Resilient Florida Grant •
C-1 Canal Baseflow Nutrient Reduction Treatment Demonstration Project

Dear Mr. Weinberg:

On July 15, 2021, the St. Johns River Water Management District (District) submitted an Innovative Technology Grant proposal for the C-1 Canal Baseflow Nutrient Reduction Treatment Demonstration Project in response to a call from the Florida Department of Environmental Protection (FDEP) for project proposals.

In June 2015, the District completed construction of the C-1/Sawgrass Lake Water Management Area Project. This project restores a significant amount of flow back to the Upper St. Johns River Basin (USJRB) and away from the Indian River Lagoon (IRL).

The purpose of the proposed demonstration project is to treat $\pm 10\%$ of C-1 Canal baseflow for nutrients that can lead to algal blooms in the IRL. The treated water will continue to discharge to Turkey Creek and the IRL. The District believes this demonstration project will prove the efficacy of an innovative media-based water quality treatment system to remove nutrients, with the anticipation of considering construction of a full-scale, operational system in the future.

This demonstration project is related to a larger conceptual project identified in the Indian River Lagoon Stormwater Capture and Treatment Feasibility Analysis (IRL Feasibility Study) dated January 2017. An excerpt from the IRL Feasibility Study describing the "C-1 Canal Baseflow Treatment (Alternative 2)" is enclosed with this letter. Based on this study, the conceptual, full-scale project will treat approximately 20 cubic feet per second of canal water and reduce nutrient loads to the IRL by an estimated 13,000 lbs. total nitrogen and 1,200 lbs. total phosphorous on an annual basis.

Our staff met with Melbourne Tillman Water Control District (MTWCD) representatives Debbie LeClair, John Gergen, and Mike McCabe in the field to discuss the possibility of siting the demonstration project on MTWCD property near the MS-1 structure. Based on our knowledge of other pilot projects, we envision the primary components of this demonstration project will involve three to four rectangular containers or circular vats, nutrient reducing media, a pump, intake and discharge lines, and pipe manifolds. The containers will occupy 2,000 to 3,000 square feet of space within the existing parking lot. Enclosed with this letter are conceptual

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ryan Atwood
MOUNT DORA

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VERO BEACH

Cole Oliver
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Susan Dolan, SECRETARY
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J. Chris Peterson
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Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH


layouts of the potential work area, which were discussed with MTWCD staff, and photos from comparable District projects.

MTWCD staff expressed their need for maintenance access suitable enough to support vehicular traffic and mobility for their largest piece of equipment, an excavator. Staff also shared their past experience and concerns associated with the public, safety, and vandalism. Nevertheless, MTWCD staff was agreeable to the project concept and provided a preliminary letter of support (enclosed) to include with our grant proposal to FDEP. If the District is a grant recipient, we will draft an easement agreement with input from MTWCD staff for use of your property. The anticipated project duration is approximately three years, including design and permitting.

In the event the District is awarded grant funding by FDEP, we will return to the MTWCD Board requesting approval of an easement agreement to support this demonstration project; the timeframe of such is dependent upon the grant award from FDEP. At the earliest, we anticipate requesting approval from MTWCD at your December 2021 Board Meeting or perhaps your first meeting in 2022.

Thank you for your time and consideration. Feel free to contact me at 386-329-4576 or vseibold@sjrwmd.com if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vincent Seibold".

Vincent Seibold, P.E., Bureau Chief
Bureau of District Projects and Construction

Enclosures: IRL Feasibility Study excerpt, Conceptual Layouts, Photos, Letter from MTWCD

cc: Dale Jenkins, P.G., Director, Division of Projects
Gretchen Kelley, P.E., Project Manager, Bureau of District Projects and Construction



Indian River Lagoon Stormwater Capture and Treatment Feasibility Analysis

St. Johns River Water Management District | January 2017

6.3 NORTH CENTRAL IRL

6.3.1 DRAINAGE BASIN CHARACTERISTICS

The North Central IRL drainage basin encompasses approximately 202 square miles (approximately 11% of the total IRL drainage basin). The waterbody covers about 110 square miles. The drainage basin contains several cities, including Melbourne, Melbourne Village, West Melbourne, Melbourne Beach, and Palm Bay. Figure 18 shows the extents of the North Central IRL drainage basin.

Several natural creeks, including Eau Gallie River, Crane Creek, and Turkey Creek, drain the landscape west of the IRL but have been extended artificially by canal systems. As a result, multiple portions of the historic USJRB drain to the IRL. In 1922, the Melbourne-Tillman Drainage District was formed to drain surface water for flood-control purposes. Significant canal systems, including M-1 Canal and C-1 Canal, convey stormwater to alleviate flood risk in urban areas. These canal systems swiftly convey large volumes of runoff, with associated nutrients and sediments to the IRL.

6.3.2 LOCAL STORMWATER PROJECTS IDENTIFIED DURING DISCOVERY MEETINGS

The project team identified no local stormwater projects for the North Central IRL segment during the discovery meetings. However, Brevard County noted that they were working on designing and implementing local baseflow treatment at dispersed sites across the county that could be used to reduce the overall nutrient load being discharged to IRL.

6.3.3 REGIONAL STORMWATER PROJECTS IDENTIFIED DURING DISCOVERY MEETINGS

The goal of this feasibility study was to identify and evaluate projects that would benefit IRL restoration and could be funded in the upcoming legislative session. We identified numerous regional projects for the North Central IRL segment during the initial discovery meetings; however, given the limited schedule and scope of this feasibility study, we could not analyze all of these projects. Figure 18 shows the regional projects we identified for the North Central IRL segment.

This section describes the projects that we considered for this feasibility analysis and provides the reasons why we did or did not evaluate the projects further in this feasibility study. We did not evaluate projects if funding had already been identified for that project, if regulatory and land-acquisition concerns would result in the project likely taking more than 7 years to implement, or if the project would depend on currently unfunded projects being implemented.

Figure 18 North Central IRL Segment – Regional Stormwater Projects



B-7 C-1 CANAL BASEFLOW TREATMENT

B-7.1 PROJECT OVERVIEW

C-1 Canal is an agricultural canal constructed in the 1920s to drain portions of the USJRB to the IRL. The initial purpose of the canal was to reclaim land for agricultural development. Currently, C-1 Canal conveys stormwater flows from the Melbourne Tillman Drainage Control District to Turkey Creek and ultimately the IRL. Historically, this area drained to the USJRB. C-1 Canal drains predominantly industrial, commercial, and residential areas. Approximately 64,500 acres drain to C-1 Canal from more than 160 miles of canals throughout the Melbourne-Tillman Water Control District.

A significant amount of flow from C-1 Canal has already been restored back to USJRB from the C-1 Canal Rediversion Project, which was constructed by SJRWMD and the Melbourne-Tillman Water Control District. Additional flow restoration is planned as Phase 2 of the C-1 Canal flow restoration and C-10 reservoir construction. Due to these ongoing flow-diversion projects, the C-1 Canal alternatives analyzed in this study focused on reducing nutrient and sediment loads in the remaining baseflow that is discharged from the MS-1 outfall structure into Turkey Creek.

We propose two alternatives for treating water from C-1 Canal. Alternative 1 is a proprietary, algal-based, surface-water-treatment system that proposed AquaFiber Technologies Corporation proposed to Brevard County. Alternative 2 is the construction of an offline stormwater-treatment train with an upflow filtration system that will use a biosorption-activated media (BAM) to remove TN and TP. Project benefits include reduced sediment and nutrient loads to the IRL.

B-7.2 WATER-QUALITY ANALYSIS

B-7.2.1 ALTERNATIVE 1

AquaFiber's proposal to Brevard County was based on an assumption that TN and TP concentrations in the influent to the system were 0.866 mg/L and 0.053 mg/L, respectively.

B-7.2.2 ALTERNATIVE 2

The project team reviewed available FDEP and SJRWMD grab sample water-quality data for TN, TP, and Total Suspended Solids (TSS). We used these data to calculate average annual pollutant concentrations in C-1 Canal. Sample data were available for two periods of record: 1998 to 2003 and 2007 to 2015. The calculated average annual concentrations from these data in C-1 Canal are 0.89 mg/L TN, 0.04 mg/L TP, and 4.84 mg/L TSS. We used these concentrations to calculate pollutant loading to the proposed treatment train and the estimated pollutant-load reductions based on a continuous flow rate of 20 cfs to the system.

B-7.3 CONCEPTUAL PROJECT LAYOUT AND DESIGN

B-7.3.1 ALTERNATIVE 1

AquaFiber proposed Alternative 1 to Brevard County. The design uses AquaFiber's proprietary, algal-based nutrient-removal technology. The proposal assumes that the system would treat 16 MGD (25 cfs) of water from C-1 Canal. AquaFiber estimated that its system could remove 35,633 pounds of TN and 2,132 pounds of TP per year. Based on the assumed concentrations and a flow rate of 16 MGD, the TN and TP removal efficiencies of this system would be above 80%. The proposal does not include a location for the facility or a proposed design layout. AquaFiber quoted an upfront cost of \$16,000,000 to design, permit, and build the facility. This cost does not include land acquisition or ancillary activities such as

roads or utility hookups. The proposal also includes an O&M cost of \$8,000,000 over a 20-year period if AquaFiber were contracted to maintain the facility. Alternatively, a licensing agreement is available in which County staff would operate the facility.

AquaFiber designed and constructed a facility on Lake Jesup similar to the one proposed to Brevard County for C-1 Canal. The purpose of the Lake Jesup project was to demonstrate the technology and obtain independent, public-sector verification of the process from SJRWMD, which was contracted to reimburse AquaFiber per pound of TP removed from the lake over a 5-year period. Over the 5-year study period, the facility removed an estimated 6,347 pounds of TP, 90,440 pounds of TN, and 1,414,916 pounds of TSS. The facility operated at flow ranges between 8,400 gallons per day (0.01 cfs) and 7.7 MGD (11.9 cfs), with TP removal efficiencies ranging from 60% to 90% and TN removals ranging from 45% to 55%. Influent TN concentrations ranged from 1.26 mg/L to 9.92 mg/L, while influent TP concentrations ranged from 0.05 mg/L to 0.6 mg/L. AquaFiber documented these findings in its report, *Dual-Nutrient (Total Phosphorous and Total Nitrogen) Remediation of Surface Water Quality at Lake Jesup, FL, a Hypereutrophic Nutrient-Impaired Lake* (Eggers, et al.).

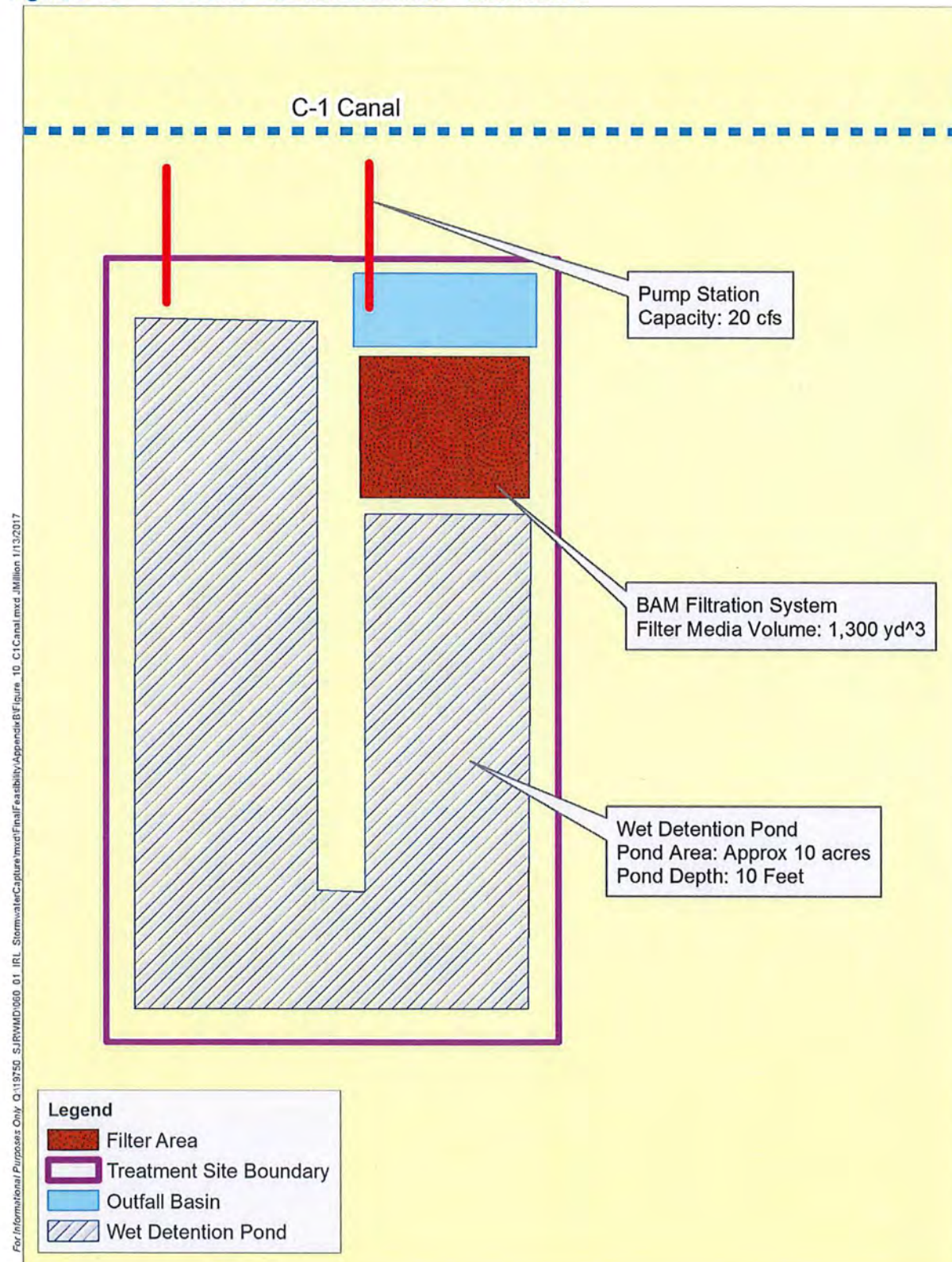
B-7.3.2 ALTERNATIVE 2

Alternative 2 is an offline treatment system in the vicinity of C-1 Canal (Figure B-16). The treatment system will pump 20 cfs of water continuously from C-1 Canal into an approximately 10-acre wet detention pond. This pond will most likely need to be lined to reduce losses through infiltration. The water will move through the wet detention pond and enter the upflow BAM filtration system, where denitrification will occur. Once the water has left the BAM filter, it will be discharged back into C-1 Canal through an outfall basin. Figure B-16 presents a conceptual layout of the proposed system.

The BAM filtration system was sized to have an empty bed contact time (EBCT) of 29 minutes based on the design of the Briarwoods treatment system. At a constant flow rate of 20 cfs, 1,300 cubic yards of biosorptive activated filter media will be required to achieve this EBCT. According to the findings presented in the FDOT report, *Demonstration Bio Media for Ultra-urban Stormwater Treatment*, May 2014, Bold & Gold BAM filtration columns with an EBCT in this range produced removal efficiencies of 26% for TN and 52% for TP. If the treatment train were loaded at the constant flow rate of 20 cfs with the 29-minute EBCT, the upflow filter alone could produce load reductions of 9,000 pounds of TN and 800 pounds of TP per year.

The proposed lined wet detention pond was sized with a mean residence time of 2.5 days, a total footprint of approximately 10 acres, and a depth of 10 feet. With a residence time of 2.5 days, removal efficiencies for TN and TP were calculated to be 16% and 47%, respectively, from efficiency curves presented in FDEP's *Evaluation of Current Stormwater Design Criteria Within the State of Florida* (June 2007). With the wet detention pond and BAM filtration system, we estimate that the treatment train will remove a total of 13,000 pounds of TN and 1,200 pounds of TP per year.

Figure B-16 C-1 Canal Baseflow Treatment – Alternative 2



B-7.4 PLANNING-LEVEL EVALUATION

Table B-30 summarizes the planning-level evaluation for the C-1 Canal Baseflow Treatment Project. Table B-31 summarizes the land acquisition required for the project.

Table B-30 C-1 Canal Baseflow Treatment Project Evaluation

Item	Evaluation Notes
Coordination with Local Governments	Brevard, SJRWMD, Melbourne-Tillman Water Control District, Palm Bay, West Melbourne.
Land Use/Zoning Issues	The proposed project site is zoned Vacant Residential Land Single-Family, Unplatted by Brevard County.
Comprehensive Plan and Future Land Use	----
Suitability of Land for Stormwater Treatment	----
Soil Characteristics	Sandy soils; moderate to well-drained when soil storage capacity is available. Geotechnical analysis required.
Wetlands and Mitigation	No adverse impacts to wetlands.
Environmental Contaminants	Environmental assessments should be conducted.
Proximity to Residential Land and Potential Hazard Classification	The proposed project site is within a medium-density residential neighborhood. This will need to be considered during design and construction.

Table B-31 C-1 Canal Baseflow Treatment Project Land Acquisition

Alternative	Market Value (August 2016)
1	Unknown
2	\$150K

B-7.5 SUMMARY OF BENEFITS

The project team estimated the benefits of the C-1 Canal Baseflow Treatment Project. The benefit is primarily nutrient-load reduction to the IRL. Tables B-32 and B-33 summarize the project treatment capacity for Alternatives 1 and 2, respectively.

Table B-32 C-1 Canal Baseflow Treatment – Alternative 1 Project Summary

Average Annual Flow Treated	16 MGD
Average Annual TN Load Reduction to IRL	35,000 pounds
Average Annual TP Load Reduction to IRL	2,100 pounds

Table B-33 C-1 Canal Baseflow Treatment – Alternative 2 Project Summary

Average Annual Flow Treated	12.9 MGD
Average Annual TN Load Reduction to IRL	13,000 pounds
Average Annual TP Load Reduction to IRL	1,200 pounds

B-7.6 PLANNING-LEVEL COST OPINIONS

The project team developed planning-level estimates of capital and O&M costs for the evaluated project alternatives. We also developed an annualized project cost based on the expected design life of the system. Appendix D summarizes the methodology used to develop these costs. Table B-34 summarizes the opinion of planning-level costs for Alternative 2.

Table B-34 C-1 Canal Baseflow Treatment Planning-Level Project Costs

Description	Capital Cost (2016 dollars)	O&M Costs (2016 dollars)	Annualized Project Costs
Alternative 1	\$16M	\$0.5M	\$1.17M
Alternative 2	\$9.4M to \$15.3M	\$0.4M to 0.5M	\$0.8M to \$1.0M

B-7.7 FUTURE WATER-QUALITY AND FLOW MONITORING

The project team recommends that existing monitoring of C-1 Canal continue. Currently, SJRWMD monitors stages upstream and downstream of the MS-1 outfall structure. We recommend that a rating curve be developed for flows over the MS-1, as this would allow for more accurate estimates of flows and loads from C-1 Canal.

The project team also recommends monthly ambient or baseflow water-quality sampling in C-1 Canal upstream of the MS-1 outfall structure. This should be combined with sampling water quality and flows for at least one storm event at this site. This monitoring would help provide better estimates of nutrient concentrations in C-1 Canal before treatment.

B-7.8 PRELIMINARY IMPLEMENTATION SCHEDULE

The project team expects a multi-year timeframe to implement the C-1 Canal Baseflow Treatment Project. The expected steps to implement the project for would likely be as follows:

- Purchase land and perform ESA – Alternative 1 and 2.
- Design and permit – Alternative 1 and 2.
- Construct pump station, wet detention pond, and BAM filtration system – Alternative 2.

The permitting process through SJRWMD, USACE, and other agencies may take 6 months to a year to complete.

Tables B-35 and B-36 provide a preliminary planning-level estimate of the approximate timeframe and approximate annual funding requirements for implementing the C-1 Baseflow Treatment Project for Alternatives 1 and 2, respectively.

Table B-35 C-1 Canal Baseflow Treatment Alternative 1 Preliminary Implementation Schedule

Project Component	Year 1	Year 2	Year 3
Land acquisition and ESA	*	--	--
Survey, design, and permitting	--	\$4.0M	--
Construction	--	\$4.0M	\$8.0M

*Land acquisition costs not provided in AquaFiber proposal.

Table B-36 C-1 Canal Baseflow Treatment Alternative 2 Preliminary Implementation Schedule

Project Component	Year 1	Year 2	Year 3	Year 4
Land acquisition and ESA	\$0.4M to \$0.7M	--	--	--
Survey, design, and permitting	\$0.5M to \$0.8M	\$0.7M to \$1.2M		--
Construction	--		\$4.7M to \$7.6M	\$3.1M to \$5.1M

C-1 CANAL BASEFLOW TREATMENT

IRL BASIN SEGMENT

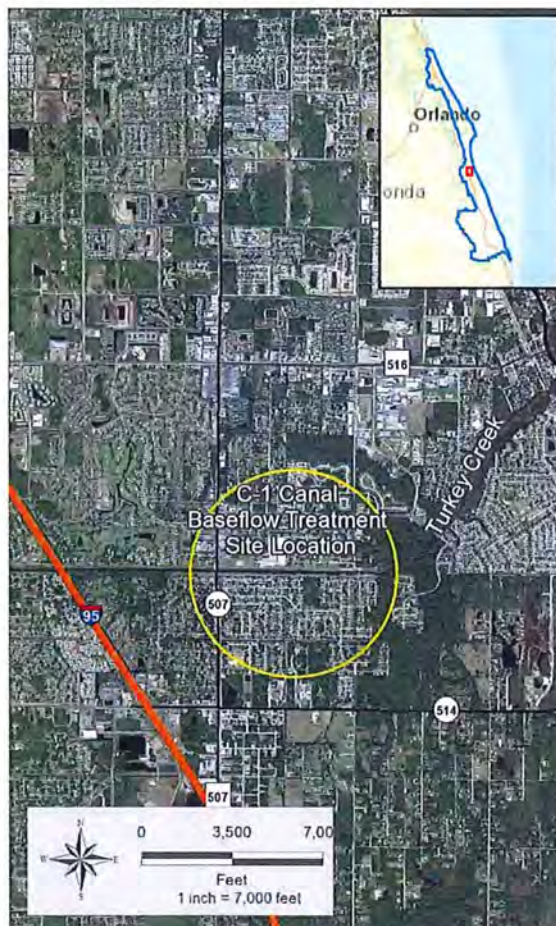
North Central IRL

BRIEF DESCRIPTION

The C-1 Canal is an agricultural canal that drains portions of the historic USJRB to the IRL. The C-1 Canal conveys stormwater flows from Melbourne-Tillman Drainage District to Turkey Creek. A significant amount of flow has already been restored back to the USJRB from the C-1 Canal Rediversion Project. Additional flow restoration is planned as part of Phase 2 of the C-1 Canal flow restoration and C-10 reservoir construction. This project would treat the remaining baseflow that is discharged from the MS-1 outfall structure into Turkey Creek.

KEY ASSUMPTIONS

No stormwater flows are restored back to the USJRB.



PROJECT BENEFITS

Average Annual Nutrient Load Reductions to IRL	Average Annual Flow Reduction to IRL	Ecological Benefits to IRL
~ 13,000 to 35,000 lbs TN ~ 1,200 to 2,100 lbs TP	None	Nutrient load reduction

PROJECT COSTS

Planning Level Capital Cost (2016 Dollars)	Long-Term Operating and Maintenance Cost (2016 Dollars)	Annualized Lifecycle Cost (2016 Dollars)
Alternative 1: \$16.0M Alternative 2: \$9.4 – \$15.3M	Alternative 1: \$0.5M Alternative 2: \$0.4M – \$0.5M	Alternative 1: \$1.17M Alternative 2: \$0.8M – \$1.0M

C-1 Canal Baseflow Nutrient Reduction Demonstration Project



Potential Site Layout 1

C-1 Canal Baseflow Nutrient Reduction Demonstration Project



Potential Site Layout 2

C-1 Canal Baseflow Nutrient Reduction Demonstration Project



Media

C-1 Canal Baseflow Nutrient Reduction Demonstration Project



Pipe manifold and plants above media

C-1 Canal Baseflow Nutrient Reduction Demonstration Project



Study using containers to house media and plants

STATE OF FLORIDA

Melbourne-Tillman Water Control District



July 12, 2021

St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
ATTN: Gretchen Kelley, P.E. (via email gkelley@sjrwmd.com)

RE: C1 Canal Baseflow Treatment Demonstration project

Dear Ms. Kelley,

Vincent Seibold, Bureau Chief for the Bureau of District Projects and Construction contacted me to discuss a proposed grant submittal utilizing an innovative technology for removing nutrients from surface waters within Canal C-1. Setup requires access and placement within the right-of-way. The location was identified in the *Indian River Lagoon Stormwater Capture and Treatment Project Development and Feasibility Study, 2017* by Jones Edmunds.

St. Johns River Water Management District is submitting the grant and will seek proposals from vendors of innovative products, methods, and costs for removal of nutrients.

Melbourne-Tillman Water Control District staff supports the proposal, subject to an agreement for occupancy of right-of-way, utilities, etc., for a potential location to setup the temporary devices to meet the intent of the grant. The area required is approximately 1000 square feet. Duration of the project is approximately three years, including design and permitting.

Final approval to use the canal right-of-way is contingent upon the Board of Directors' approval, in which your presence is required to provide detailed information after selection of a vendor. Contact Deborah LeClair, District Manager or myself when additional information is available for inclusion to the meeting agenda. Note, the Board of Directors meet the fourth Tuesday of every other month with next meeting scheduled for August 24, 2021.

If we can be of further assistance, please contact us.

Sincerely,

Digitally signed by Michael E. McCabe, P.E.
DN: cn=Michael E. McCabe, P.E.,
o=MTWCD, ou=
email=emc@melbournetillman.org, c=US
Date: 2021.07.13 11:25:01 -0400

Michael E. McCabe, P.E.
District Engineer

Cc: Deborah LeClair, MTWCD District Manager (via email dileclair@melbournetillman.org)
Vincent Seibold, P.E., MBA, SJRWMD Bureau Chief (via email vseibold@sjrwmd.com)

Attachment 2

MELBOURNE-TILLMAN WATER CONTROL DISTRICT

MINUTES

June 22, 2021

CALL TO ORDER

The regular scheduled meeting of the Melbourne-Tillman Water Control District (MTWCD) Board of Directors was called to order by Phil Weinberg, President on Tuesday, June 22, 2021 at 9:00 AM in the City of West Melbourne Council Chambers, Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited by all present.

ROLL CALL

The following Board Members were present:

Philip Weinberg, Board President
Joe Hale, Board Vice President
Eric Blount
Jay Woltering
Don Jordan

Absent: Keith Jerdon
Drew Powshok

Also present:

Debbie Leclair, District Manager
Lisa Blackett, Assistant Manager/ Administration/Secretary/Treasurer
Mike McCabe, District Engineer
John Gergen, Assistant Manager of Operations
Jim Beadle, District Attorney
Leah Cooney, Court Reporter

RECOGNITION OF GUESTS/VISITORS/STAFF

Steven Beeman, Beemats Floating Wetlands

ANNOUNCEMENTS

The Board President announced that his and Keith Jerdon's terms will expire September 30th, 2021. The Board President stated he will reapply for appointment but was unsure of Mr. Jerdon's intention to apply for reappointment.

PRESENTATIONS

Steve Beeman of Beemats Floating Wetlands presented his company's floating wetlands used to clean up stormwater using plants to take up the nutrients found in stormwater. Mr. Beeman provided the Board with a booklet that described how the mats are placed in a water body and once the plants grow they are removed from the water, the plants are cut off and the mats are returned to the water. Mr. Beeman explained in August of 2019, a small wetland mat was installed at the Tuffboom in C-1. After a year, the mat was removed and analyzed by ENCO Lab. Mr. Beeman reported the numbers on the report were good but further research concluded adding circulation would potentially increase the nitrogen intake by 13% and the phosphorous intake by 228%. Therefore, Mr. Beeman requested permission to put a serpentine floating wetland in C-1 between I-95 and Babcock Street at no cost to the District for a year as a test. Once removed and tested, Mr. Beeman will report the findings to the Board. Jay Woltering asked Mr. Beeman if the mats were successful in brackish water to which Mr. Beeman stated they were. Phil Weinberg asked how often the plants were harvested to which Mr. Beeman stated that in case study, the mats left to grow for the full year, then removed and analyzed as this method extends the life of the

mats from 5-6 years to 10years. Mr. Weinberg asked how the material is disposed and Mr. Beeman replied that the samples were taken from each mat, weighed and sent to ENCO Labs in Orlando for analysis. Mr. Beeman said the rest was taken to either the company's nursery or a landfill for compost. Mr. Jordan asked if the removal would be every three months or once a year. Mr. Beeman stated every four months will be the preferred method. The Board President asked the District Engineer if he had any concerns about placing the mats in C-1 and the District Engineer said that if the configuration would not impede District operations he did not. Joe Hale **motioned** that Beemats and the District staff work together to plan this and present the plan to the Board again before implementation. Don Jordan **seconded the motion**. The Board voted 5-0 to **approve the motion**.

REGULAR BUSINESS

The Board President presented the minutes from the April 27, 2021 for Board approval. Don Jordan **motioned** to approve the minutes of the April 27, 2021 Board Meeting. Eric Blount **seconded the motion**. The Board voted 5-0 to **approve the motion**.

The Board President presented the Operating Statement through May 31, 2021 for Board approval. Joe Hale asked what was driving the huge increase in permit fees to which the Manager replied there were a lot more permits than anticipated. The District Engineer explained the higher permit fees were due to an increase in private utilities submitting permit applications. Joe Hale **motioned** to approve the Operating Statement through May 31, 2021. Eric Blount **seconded the motion**. The Board voted 5-0 to **approve the motion**.

NEW BUSINESS

The Manager presented District Policies P-132, Inventory and P-212, Equal Employment Opportunity for review and consideration of minor revisions. The Manager stated P-311, Use of District Right-of-Ways revision was based on the recommendation from the District Attorney to identify the canals that passive recreation is permitted be added to the Districts' Right-of-Way policy. Joe Hale asked why the definition of power craft did not include electric boats as that technology is moving forward. The District Attorney responded that at this time the revision only addresses the trespass issue and the terminology should be cleaned up at a later time. The Board President requested the motions be separate for each policy. Joe Hale **motioned** to approve District Policy P132, Inventory as presented. Eric Blount **seconded the motion**. The Board voted 5-0 to **approve the motion**. Eric Blount **motioned** to approve Policy P212 as presented. Don Jordan **seconded the motion**. The Board voted 5-0 to **approve the motion**. Jay Woltering **motioned** to accept P311. Joe Hale **seconded the motion**. The Board voted 5-0 to **approve the motion**.

The Manager presented a discussion for the Board to consider changing the temporary access permit policy to allow the use of District right-of-way for maintenance of a District permitted structure. The Manager stated the permit fee for a HOA that owns a structure in need of repair could be very high which could result in damaged structures being in disrepair disrupting District operations. The District Engineer added that Stratford Pointe HOA applied for stormwater credits from Brevard County but were denied for overgrowth around the pond. The HOA inquired to the District about a permit to access to the right-of-way to get the necessary equipment to remove trees and overgrowth. The District Engineer determined the permit fee would be \$46,000, less \$23,000 returned if the right-of-way is restored. The District Engineer continued if the HOA's do not maintain these structures, then it becomes a hindrance to the Districts' operations. The District Attorney stated the structures were put in relatively inaccessible locations that can only be reached through the District's right-of-way therefore, \$40,000 permits for HOA owned, permitted structures in need of repair will become commonplace. Joe Hale offered adding easements or right-of-way or to require a bond to cover the possibility of damages instead of a large permit fee. The Board President asked for a motion to allow staff to prepare a policy to bring back to the Board. Jay Woltering **motioned** to have staff come up with a policy for Board review. Don Jordan **seconded the motion**. The Board voted 5-0 to **approve the motion**.

OLD BUSINESS

The Manager reported that as directed by the Board at the April 27, 2021 Board Meeting, the District Attorney sent a demand letter to the Mr. Fernatt, 2074 Garbett Ave, Palm Bay, FL. Mr. Fernatt contacted the District and stated the lot grade was not changed from when he purchased the property. The Manager said in review of FEMA photos from 2017, staff discovered a photo that showed the property grade was the same prior to the construction of the pool. After discussion, the consensus of the Board was to not pursue further action.

MANAGER'S REPORT

The Manager stated the SOIRL documents to be submitted to Brevard County were in the Agenda packet for review and the draft contract has been forwarded to the District Attorney. The Manager updated the project has been revised to use District staff and equipment with a schedule accommodation to allow for regular maintenance in between the SOIRL project canals instead of hiring operators and purchasing new equipment. The Manager proposed to the schedule to begin with C-42 in November, C-20 in January and so forth with entire project completed in June of 2023 unless the target total of 16,637 pounds of nitrogen is reached sooner. The Board President asked the Manager if there was an estimate of the amount of the reimbursement to which the Manager stated once the District reaches the 16,000 pounds of nitrogen, the total reimbursement would be \$1,011,976 based on \$61 per pound.

The Manager stated the dredge has been placed for auction on GovDeals with the \$325,000 reserve ending on July 19, 2021. She explained that the District has sold two more pickup trucks, one for \$7800 and the other for \$4250 for a total of \$85,518.99 in sold property through GovDeals.

The Manager stated that staff continued to meet contractors receiving estimates for the MS-1 seawall repairs to determined best method and cost.

The Manager informed the Board the new bulldozer has been ordered from Dobbs Equipment at a total cost of \$169,923.75, slightly under the \$170,000 budgeted with arrival estimated by the end of August, or early September.

The Manager stated that the District received an invitation for the Ribbon Cutting ceremony to connect the Turkey Creek Trails to the Grapefruit Trail along C-1, each Board Member received a copy. The Manager added the City of Palm Bay will be installing signs along C-1 to keep bikers off of the lower bench.

The Board President asked the Manager to update the progress on the removal of the sandbar in C-1 to which the Manager responded the staff attempted to remove the sandbar, however the conditions of using the long reach excavator were too unsafe to continue. The Manager stated the next step would be to get estimates and work on budgeting to fund the removal of the sand bar.

ENGINEER'S REPORT

The District Engineer stated there is a plan to install a traffic signal at the intersection of Hollywood Boulevard and Imagine Way. The District Engineer added the cabinet and mast arm will be located on the boarder of the right-of-way of C-72 but the District will still have access for maintenance. The District Engineer stated the permit will be issued to Brevard County, but once Hollywood Boulevard is widened, it may be necessary to have discussions about right-of-way acquisitions.

The District Engineer presented a pilot project the County's Natural Resources would like to install at the District's MS-1 structure. He explained the project will use a denitrification product called Aquafix foam to allow bacteria to grow in the product's cells to catch the nitrates and convert to nitrogen gas, similar to a charcoal filter. The District Manager stated the request is to install one six foot strip from the catwalk by gate two for 30 days with sample testing every week. The Board President asked for a motion to approve the project. Jay Woltering **motioned** to approve the test project. Eric Blount **seconded the motion**. The Board voted 5-0 to **approve the motion**.

ASSISTANT MANAGER/OPERATIONS REPORT

John Gergen, Assistant Manager/Operations stated the mowing crews were working in the C-9R basin, the aquatic group completed spraying the C-61, C-10, C-9R and C-37 basins and have moved to the C-82 basin. The Assistant Manager advised that the facilities group had been specialty mowing from resident contact requests as well as tree trimming, de-trashing canals and gate repairs. The Assistant Manager reported the Heavy Equipment group had installed the pumps in C-70 & C-72 for hurricane season.

The Board President asked for an update as to when the harvester would be back in operation. The Assistant Manager replied the harvester was expected to be back in operation within a couple of weeks.

Don Jordan asked the Assistant Manager if he knew about the missing gate at O'Connell and Osmosis Streets in Palm Bay. The Assistant Manager replied the gate at that location has disappeared previously and before the District expends the cost of a third gate, the staff will seek other options.

ATTORNEY'S REPORT

The District Attorney stated he sent a letter to the owners of the property along Minton Road, across the street from the District's Site II as directed by the Board at the April 27, 2021 Board meeting. He explained that the lock placed on the gate by the Real Estate Agent allows the District access while the property ownership is determined. The District Attorney reported it was currently unclear whether the owner was going have the property surveyed.

SECRETARY/TREASURER REPORT

The Secretary/Treasurer announced that the District was notified the contractor for the Florida Department of Emergency Management has been reassigned and the new representative will contact the District within a week. She explained that the contractor is in the process of recommending approval for reimbursement for the materials used in the repair, which were approximately \$337,600. The Board President asked if there were any more requests for additional information, and the Secretary/Treasurer stated there were not.

CLOSING

The Board President stated that the next Board meeting would be Tuesday, August 24, 2021 and the budget hearing is scheduled for August 10, 2021 at 5:30 pm at the Ted Whitlock Center in Fred Poppe Park.

DIRECTOR'S REPORTS

Eric Blount - None

Joe Hale - None

Don Jordan - Inquired about taking a tour of the District and the District Manager stated she would provide some dates and time to coordinate schedules.

Jay Woltering - None

Philip Weinberg - None

ADJOURN

Phil Weinberg, President, adjourned the meeting at 10:31 am.

Respectfully,

Lisa Blackett
Secretary
Board of Directors

Attachment

3



MELBOURNE-TILLMAN WATER CONTROL DISTRICT

Operating Statement through July 31, 2021

	Actual \$	FY2021	Approved Budget	FY2021	Over/Under	Percentage
	To Date	Approved Budget	Adjustments	Modified Budget	Budget	Budget
Revenue						
User Fees	\$ 2,237,963	\$ 2,286,305		\$ 2,286,305	\$ (48,342)	98%
Permits	\$ 116,445	\$ 15,000		\$ 15,000	\$ 101,445	776%
Miscellaneous Income	\$ 102,737	\$ 50,000		\$ 50,000	\$ 52,737	205%
Revenue	\$ 2,457,146	\$ 2,351,305		\$ 2,351,305	\$ 105,841	105%
Balance Forward		\$ 1,942,412		\$ 1,942,412	\$ (1,942,412)	0%
TOTAL INCOME	\$ 2,457,146	\$ 4,293,717		\$ 4,293,717	\$ 2,234,673	57%
Expenses						
Salary & Benefits						
Salaries	\$ 770,420	\$ 1,067,838	\$ (130,000) 1	\$ 937,838	\$ 167,418	82%
Health Insurance	\$ 225,438	\$ 264,583	\$ (15,000) 2	\$ 249,583	\$ 39,145	90%
Retirement	\$ 76,902	\$ 118,562	\$ (20,000) 3	\$ 98,562	\$ 41,660	78%
FICA/Medicare	\$ 56,576	\$ 81,690	\$ (5,000) 4	\$ 76,690	\$ 25,114	74%
Workers' Comp	\$ 29,356	\$ 33,000		\$ 33,000	\$ 3,644	89%
SALARY & BENEFITS	\$ 1,158,692	\$ 1,565,673		\$ 1,395,673	\$ 276,981	
Operations						
Professional Services	\$ 48,377	\$ 58,300		\$ 58,300	\$ 9,923	83% Legal, Drug Testing, Accounting & Court Reporting, Engineering Testing, Misc. Prof Serv.
Contract Services	\$ 6,174	\$ 7,500		\$ 7,500	\$ 1,326	82% Uniforms, Garbage Service
Travel	\$ -	\$ 2,000		\$ 2,000	\$ 2,000	0% Travel
Communications	\$ 9,704	\$ 11,050		\$ 11,050	\$ 1,346	88% Postage, Telephone Service
Utilities	\$ 5,230	\$ 7,550		\$ 7,550	\$ 2,320	69% Utility, Solid Waste Assessment
Rentals	\$ 9,118	\$ 11,450		\$ 11,450	\$ 2,332	80% Rentals
Liability Insurance	\$ 84,972	\$ 84,000		\$ 84,000	\$ (972)	101% Insurance
Repair & Maintenance	\$ 161,087	\$ 155,900		\$ 155,900	\$ (5,187)	103% Repair & Mnt Serv., Repair & Maintn. Sup, Auto & Equipm Parts, Maintn. Agrmts.
Current Charges	\$ 47,399	\$ 48,361		\$ 48,361	\$ 962	98% Tax Coll, Bnk Fees, Pyrl. Exp, Lic & Permits, Advertising, Unemplm
Office Supplies	\$ 3,656	\$ 6,000		\$ 6,000	\$ 2,344	61% Office Supplies
Operating Supplies	\$ 145,265	\$ 190,000		\$ 190,000	\$ 44,735	76% Operating Supplies, Fuel, Gas & Oil, Aquatics
Books & Training	\$ 4,575	\$ 6,650		\$ 6,650	\$ 2,075	69% Books, Pubs., Memberships, Training Costs
Restricted Reserves	\$ -	\$ 1,762,883		\$ 1,762,883	\$ 1,762,883	Reserves
OPERATIONS	\$ 525,556	\$ 2,351,644		\$ 2,351,644	\$ 1,826,088	22%
Capital Outlay						
Improvements Other than Buildings	\$ 34,430	\$ 75,000		\$ 75,000	\$ 40,570	46%
Machinery	\$ 336,063	\$ 297,000	\$ 170,000 5	\$ 467,000	\$ 130,937	72%
Computer Equipment	\$ 1,144	\$ 1,500		\$ 1,500	\$ 356	76%
Computer Software	\$ 3,159	\$ 2,900		\$ 2,900	\$ (259)	109%
CAPITAL OUTLAY	\$ 374,795	\$ 376,400		\$ 546,400	\$ 171,605	
TOTAL EXPENSE	\$ 2,059,044	\$ 4,293,717	\$ 170,000	\$ 4,293,717	\$ 2,234,673	48%

1 Approved April 27, 2021

\$130,000.00

From Personnel Wages to Machinery & Equipment

2 Approved April 27, 2021

\$15,000.00

From Health & Life Insurance to Machinery & Equipment

3 Approved April 27, 2021

\$20,000.00

From Retirement Contributions to Machinery & Equipment

4 Approved April 27, 2021

\$5,000.00

From FICA & Medicare to Machinery & Equipment

5 Approved April 27, 2021

\$170,000.00

To Machinery from Personnel Wages, Health & Life Insurance, Retirement Contributions, and FICA & Medicare

Attachment

4

RESOLUTION 2021-01

A RESOLUTION OF THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE AUTHORITY TO LEVY USER FEES, AND CERTIFYING TO THE BREVARD COUNTY PROPERTY APPRAISER USER FEES LEVIED FOR THE FISCAL YEAR 2021, PROVIDING FOR AN EFFECTIVE DATE.

Section 1. The Melbourne-Tillman Water Control District was given the authority to levy User Fees under the Florida Statutes Chapter 01-336, Laws of Florida.

Section 2. The Board of Directors of the Melbourne-Tillman Water Control District, Brevard County, Florida, hereby certifies that the following classifications (categories of land use) will be assessed as follows:

CLASSIFICATION I	RESIDENTIAL	\$24.74 per acre or portion thereof
CLASSIFICATION II	AGRICULTURAL	\$ 8.50 per acre or portion thereof
CLASSIFICATION III	COMMERCIAL	\$47.93 per acre or portion thereof

This levy has been adopted for the Final Budget for the Fiscal Year commencing October 1, 2021 in which the User Fee will be applicable to the property and land within the District during the taxable fiscal year.

Section 3. This **RESOLUTION** shall take effect immediately upon its adoption.

This **RESOLUTION** was duly passed and adopted at the Regular Meeting of the Board of Directors of the Melbourne-Tillman Water Control District, Brevard County, Florida this 26th day of August 2021.

ATTEST:

Phil Weinberg, President
Board of Directors
Melbourne-Tillman Water Control District

Lisa Blackett, Secretary/Treasurer
Melbourne-Tillman Water Control District

Attachment 5

RESOLUTION 2021-02

AN APPROPRIATION AND LEVY RESOLUTION OF THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT, BREVARD COUNTY, FLORIDA, COVERING THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022. BEING A RESOLUTION APPROPRIATING FUNDS REQUIRED FOR THE PURPOSE OF PROVIDING FUNDS FOR GENERAL OPERATING EXPENSES OF THE DISTRICT; ALL NECESSARY AND PROPER DISBURSEMENTS, AND OTHER EXPENDITURES NECESSARY OR PROPER FOR THE OPERATION OF THE DISTRICT AND THE PURPOSE OF CAPITAL OUTLAYS DURING SAID FISCAL YEAR; PROVIDING FOR THE ADOPTION OF THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Melbourne-Tillman Water Control District (MTWCD), is a Special Dependent District duly established and operating pursuant to Chapter 01-336, Laws of Florida, as amended by Chapter 03-334, Laws of Florida; and Chapter 19-175, Laws of Florida.

WHEREAS, said laws provide that the Board of Directors of said Special Dependent District has the right, power, and authority to levy a User Fee in the District; and

WHEREAS, the Board of Directors of the MTWCD, Special Dependent District, has determined that the levy for the year 2021/2022 was approved by the Brevard County Commission,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT, SPECIAL DEPENDENT DISTRICT, this 26th day of August, 2021.

1. That the above recitation of findings of fact is hereby incorporated into this Resolution.
2. The Board of Directors of the MTWCD, Special Dependent District, approved the proposed User Fee Levy as approved by the Brevard County Commission;
3. The Board of Directors of the MTWCD, Special Dependent District, approved the Proposed Budget for Fiscal Year 2021/2022 (See Exhibit A).
4. This Resolution shall take effect immediately upon its adoption.

Upon adoption, this **RESOLUTION** shall be transmitted along with the approved Budget, and all other materials required by the Brevard County Commission.

ATTEST:

Phil Weinberg, President
Board of Directors
Melbourne-Tillman Water Control District

Lisa Blackett, Secretary/Treasurer
Melbourne-Tillman Water Control District

ATTACHMENT: Exhibit "A" BUDGET FY21/22

Exhibit A to Resolution 2021-02
Melbourne-Tillman Water Control District
Projected Operating Budget and Capital Improvement Program

Approved Budget
FY 2021-2022

REVENUE

Taxes	\$0
Licenses and Permits	\$50,000
Intergovernmental Revenue	\$0
Charges for Services	\$2,334,607
Fines and Forfeitures	\$0
Interest/Miscellaneous Revenue	\$25,000
Statutory Reduction (NOT REQ'D)	\$0
Total Operating Revenue	<u>\$2,409,607</u>

Balance Forward - Operating	\$1,704,276
Balance Forward - Capital	
Balance Forward - Restricted	\$0
Transfers - General Revenue	\$0
Transfers - Other	\$0
Other Financial Sources	\$0
Total Non-Operating Revenue	<u>\$1,704,276</u>

Total Revenue	<u>\$4,113,883</u>
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EXPENDITURES

Compensation and Benefits	\$1,514,408
Operating Expenses	\$622,331
Capital Expenditures	\$279,000
Grants & Aid	\$0
Total Operating Expenditures	<u>\$2,415,739</u>

Debt Service	\$0
Reserves - Operating	\$0
Reserves - Capital	\$0
Reserves - Restricted	\$1,698,144
Transfers	\$0
Total Non-Operating Expenditures	<u>\$1,698,144</u>

Total Expenditures	<u>\$4,113,883</u>
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Attachment 6



AGREEMENT FOR REPRESENTATION

Mike Haridopolos (MJH Consulting) agrees to provide Florida legislative and executive branch consulting services to the Melbourne-Tillman Water Control District located at 5990 Minton Road NW, Palm Bay Florida, 32907 on the following terms and conditions:

1. Scope of Engagement. Florida Legislative and Executive consulting services starting September 1, 2020. One year into this agreement the Melbourne-Tillman Water Control District can review the contract and either party can terminate the contract at that time. If the contract is not terminated by that date, it continues until August 31, 2022. The contract may be extended on or before that date if both parties agree to terms and conditions.
2. Fees. MJH will provide the consulting services at a fee of \$2,500 per month, billed at the beginning of each month. The District agrees to pay the full amount within thirty (30) days of the billing date. Please contact MJH if there is any dispute within 15 days of receipt of the monthly bill or the bill is considered correct.
3. Costs. Expenses (such as travel, lodging meals, telephone, tolls, copies, photocopying, postage, computerized research, courier services, etc.) will be billed separately and itemized on the monthly billing statements. Any potential expense in excess of \$100 will be cleared with the District.
4. Submission and Payment of Statements. MJH Consulting submits, via email, statements for services rendered and costs advanced on a monthly basis.

MIKE HARIDOPOLOS, MJH CONSULTING
139 Lansing Island Drive
Indian Harbour Beach, FL 32937

By: _____

Mike Haridopolos

Accepted by:

The Melbourne-Tillman Water Control District

Signature

Print Name

Title

Date

Attachment 7

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT
BETWEEN BREVARD COUNTY, FLORIDA AND THE MELBOURNE TILLMAN WATER CONTROL
DISTRICT.**

AGREEMENT NUMBER: SOIRL 21-171

THIS AGREEMENT ("Agreement") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the Melbourne Tillman Water Control District, a dependent water control district of Brevard County, authorized by the Florida Legislature under Chapter 2001-336, Laws of Florida as amended by Chapter 2003-334, Chapter 2010-153, and Chapter 2019-175, Laws of Florida (hereinafter "DISTRICT").

RECITALS

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

WHEREAS, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

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

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

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

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

Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

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

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

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

Section 1. Documents.

This Agreement incorporates all of the following:

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

Section 2. Statement of Work.

In consideration of the above recitals, and the funding assistance described below, the DISTRICT agrees to perform and complete the activities provided for in the **Statement of Work**,

Attachment A. DISTRICT shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.

- a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until November 30, 2023 ("Completion Date"). DISTRICT shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
- b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for up to six (6) months each may only be approved by the County Manager, or designee, or Board of County Commissioners, as appropriate. Up to two (2) requests to extend for less than six months each may be approved by the County Manager or his/her designee. Timely requests to extend for longer than the County Manager's authorization to approve, may only be approved by the Board of County Commissioners.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, including by way of example without limitation, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

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

b. If the Project, which is eligible for reimbursement under this Agreement, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

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

COUNTY

Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: terri.breeden@brevardfl.gov

DISTRICT

Michael McCabe
District Engineer
Melbourne Tillman Water Control District
5990 Minton Road
Palm Bay, FL 32907
321-723-7233
E-mail: mike@melbournetillman.org

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

b. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and District Manager are authorized to sign amendments to this Agreement only if such additional funding: (1) reduces the Indian River Lagoon tax funding amount; and/or (2) reduces the DISTRICT's cost-share amount.

Section 6. Deliverables.

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

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

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

Section 7. Progress Reports and Performance Monitoring

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

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

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

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

Section 8. Amount of Funding.

a. For satisfactory completion of the Project, the COUNTY shall pay the DISTRICT its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E**. This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional

matching funds for the Project are secured by the COUNTY from external revenue sources and approved for allocation to this Project by the Board of County Commissioners or its duly authorized representative.

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

c. During contract negotiations, the DISTRICT must submit the adopted budget for the project, the amount of all secured grants for the Project, and an estimate of Project costs as defined below in Section 8.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.

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

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

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

g. The DISTRICT is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

Section 9. Payment of Invoices.

a. The DISTRICT shall submit itemized invoices as per the **Statement of Work, Attachment A** on a quarterly basis for reimbursable expenses by one of the following four methods by: (1) mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Natural Resources Management Department, Terri Breeden, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) e-mail to terri.breeden@brevardfl.gov. If a delivery method is not selected in this paragraph, the default invoicing basis will be quarterly increments and sent by mail to the Project Manager.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the DISTRICT'S name, address, and authorization to directly deposit payment into the DISTRICT'S account; (3) the DISTRICT'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the DISTRICT'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work**,

Attachment A); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

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

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

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

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

Section 10. Final Invoice.

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

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

Section 11. Travel Expenses.

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

Section 12. Payments Withheld.

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

Section 13. Multi-Year Agreements.

- a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the Project Agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").
- b. If the DISTRICT anticipates that expenditures will exceed the budgeted amount during any fiscal year, the DISTRICT shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.
- c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

Section 14. Liability and Insurance.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that respective party, its officers, employees and agents. The DISTRICT accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or DISTRICT beyond the waiver provided for in section 768.28, Fla. Stat., as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

Section 15. Funding Contingency.

- a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River

Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the DISTRICT and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The DISTRICT agrees that any and all District funds budgeted (in the adopted or amended budget) for this Project that are saved by the DISTRICT by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the DISTRICT solely to other District, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the DISTRICT choose to not expend such funds in the manner described above, the DISTRICT shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The DISTRICT'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

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

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

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

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

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the

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

Section 17. Termination.

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

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

c. This Agreement may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, the DISTRICT shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the DISTRICT terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

ADDITIONAL PROVISIONS

Section 18. Assignment.

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

Section 19. Audit; Access to Records; Repayment of Funds.

a. Maintenance of Records. The DISTRICT shall maintain its books and records such that

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

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

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

Section 20. Dispute Resolution.

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

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.

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

Section 22. Permits.

The DISTRICT shall comply with all applicable federal, state, and local laws and regulations in

implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The DISTRICT shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.

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

Section 24. Scrutinized Companies.

- a. The DISTRICT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the DISTRICT or its subcontractors are found to have submitted a false certification; or if the DISTRICT or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the DISTRICT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the DISTRICT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the DISTRICT, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The DISTRICT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Public Entity Crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any

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

Section 26. Public Records.

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

Section 27. Royalties and Patents.

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

Section 28. Employment Eligibility Verification (E-Verify):

The DISTRICT:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the DISTRICT during the term of the contract; and
- b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the DISTRICT'S enrollment in the program. This includes maintaining a copy of proof of the DISTRICT'S and subcontractors' enrollment in the E-Verify Program; and
- d. compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach; and
- e. shall require any contractor to provide the District with an affidavit stating that it does not

employ, contract with, or subcontract with any unauthorized aliens; and

f. nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 29. Severability.

If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

Section 30. Sovereign Immunity and Liability

The COUNTY'S indemnity and liability obligations under this Contract shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

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

Brevard County, Florida

Melbourne Tillman Water Control District

By: _____

By: _____

Date: _____

Name: _____

Rita Pritchett, Chair

Title: _____

As Approved by the Board on February 9, 2021

Date: _____

Attest

Attest

Rachel Sadoff, Clerk

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Reviewed for legal form and content for Brevard
County

Alex Esseesse, Assistant County Attorney

ATTACHMENT A STATEMENT OF WORK

PROJECT TITLE: Mechanical Aquatic Vegetation Harvesting – Agreement #171

PROJECT LOCATION: Melbourne-Tillman Water Control District various canals within unincorporated Brevard County and the City of Palm Bay, within the Central Indian River Lagoon watershed.

PROJECT BACKGROUND: Melbourne-Tillman Water Control District (MTWCD) was authorized as an independent district in 1922 for land reclamation for agricultural development and was reorganized as a dependent district in 1986 and codified by legislature in 2001. MTWCD encompasses 102 square miles and maintains 163 miles of canals. The C-1 Re-diversion project, with St. Johns River Water Management District as the lead agency, funded the replacement of radial and AMIL gates at the MS-1 structure to overshot gates prior to discharging to Turkey Creek and Indian River Lagoon. The overshot gates allow water levels in the primary canal, C-1, be maintained at elevation 10.00 NGVD 29. Excess water levels skim over the top of the gates during non-tropical storm events with pumping captured runoff in canals westward to the St. Johns River. Due to the retained runoff and minimal flows, submerged aquatic vegetation growth has exploded in the canal system. Anticipated tropical cyclones allow the operation of the gates for flood control by lowering days prior to landfall for drawdown and storage. Large rainfall events create increase volume and flows within the canals transporting non-stormwater, i.e. organic matter downstream and through the MS-1 structure.

PROJECT DESCRIPTION: In order to reduce the potential release of nutrients and aquatic vegetation during large rain events into the Indian River Lagoon, MTWCD staff proposes to harvest vegetation from the secondary canals by mechanical methods, in lieu of chemical application. Harvesting will be by means of long-reach excavator, with harvested material either trucked off-site or disposed in an area where nutrients cannot leach back into the waterbody. Quantifying the material removed is done through dump truck weigh tickets, and photographs of the waterbody prior to work and after. Harvested material will be weighed and lab sampling of material will verify the concentration of Total Nitrogen and Total Phosphorus in the dried vegetation to use in the calculation of removal quantities.

TASKS and DELIVERABLES:

Task #1: Design and Permitting

Task Description: Determination of canals to be harvested by excavator is complete as well as the permit issued by the Florida Fish and Wildlife Conservation Commission (FFWCC).

Task Deliverable: See attached map of canal locations and FFWCC Aquatic Plant Control Permit IPM-13-01650B.

Task #2 Construction of Project

Task Description: Each canal will have floating turbidity barriers installed at the downstream convergence with the primary canal prior to vegetation removal. The excavator will be transported to the site with work beginning at the upstream end working downstream. Removal of vegetation is placed in dump trucks for areas where the potential of vegetated material has the ability to leach through the canal banks back into the canal waters. Removed vegetation will be stored on the ground for drying and later collected for disposal to upland site, within a timely manner of material drying (i.e., within 2 days to 2 weeks from initial harvest). Prior to harvesting of vegetation, photographs of the canal and vegetation will be taken as well as photographs of the removed vegetation, with reference for measurement, and of completed harvested canal. MTWCD owns three dump trucks that haul 5, 10, and 12 cubic yards, respectively. Each will be loaded to a typical level at least three times and weighed at a local scale. Each truck will also be weighed when empty to determine the weight of the harvested material. The weight of subsequent loads may be determined using scales or estimated based on available dump truck weight data and photographs of how full each load is relative to a fixed reference in each truck.

Task Deliverable:

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	Complete	Complete
2	Construction of Project	November 2021	November 2023

Estimated Reimbursement Schedule:

Project reimbursements will be requested quarterly.

Task #	Quarter 1/FY21-22	Quarter 2/FY21-22	Quarter 3/FY21-22	Quarter 4/FY 21-22	Quarter 1/FY 22-23
1	\$0	\$0	\$0	\$0	\$0
2	\$77,622.85	\$131,413.48	\$159,972.14	\$109,710.19	\$95,062.24

Task #	Quarter 2/FY 22-23	Quarter 3/FY 22-23	Quarter 4/FY 22-23	Quarter 1/FY 23-24
1	\$0	\$0	\$0	\$0
2	\$160,910.03	\$117,312.91	\$85,318.48	\$74,653.67

Deliverables:

Quarterly and final reports including pictures of progress made, and/or dump tickets, if pictures are not available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

This project is not included in the MTWCD FY 2021-2022 budget, therefore without the Save Our Indian River Lagoon Funding the mechanical harvesting project would not have been executed in the near future.

Other: Acquisition of a custom-made vegetation bucket allows for capturing vegetation exclusively, limiting the amount of detritus material included in the harvesting.

**SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM**

Date: _____

Report Number: _____

Project Information

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

Construction Schedule

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

Reporting Period

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

Budget

Total Budget:		Expended This Period:	
Expended To-date:		Percent Budget Expended:	
Contract Amount:		Percent Cost Share:	

Estimated Reimbursement Schedule**Fiscal Year 1**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status

--

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

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

Problems, Issues, Solutions, Anticipated deviations from schedule:

--

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

Attachment C - Detail Sheet

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

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

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

Recipient's Certification of Payment Request

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

- ☐ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☐ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☐ All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.
- ☐ If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.
- ☐ The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

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

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

ATTACHMENT E

Recipient Name:	Melbourne-Tillman Water Control District
Project Name:	Mechanical Aquatic Vegetation Harvesting
Agreement Number:	#21-171

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Permitting	\$ -				\$ -	\$ -
2	Engineering	\$ -				\$ -	\$ -
3	Construction	\$ 1,011,976.00				\$ 1,011,976.00	\$ -
4	Monitoring	\$ 5,000.00					\$ 5,000.00
	Total	\$ 1,016,976.00	\$ -	\$ -	\$ -	\$ 1,011,976.00	\$ 5,000.00

Funding Eligibility Calculation	
Project Type	Vegetation Harvest
BMP Type (If stormwater)	
Pounds of Nitrogen Reduction	16636
Eligible Cost Share per Pound	\$61
Eligible Tax Funding Cost Share	\$ 1,014,796.00
Reduction so Sum of Grants does not exceed Project Cost	\$ 2,820.00
Eligible Lagoon Tax Cost Share, Adjusted	\$ 1,011,976.00
Percent Cost Share to be contributed by the Lagoon Tax	100%

Attachment 8

DATE: August 26, 2021

MELBOURNE-TILLMAN WATER CONTROL DISTRICT
5990 Minton Road
Palm Bay, Florida 32907

Personnel Policies: Employment Plan

LEAVE

Appendix A – COVID-19 Response Plan: Temporary Emergency Leave

As recommended by the Centers for Disease Control (CDC) in order to ensure the continuity of the District's critical infrastructure operations during the pandemic, this addendum will reduce the risk of COVID-19 exposure to District employees by ill workers in the workplace.

This policy establishes temporary emergency leave for District employees who have tested positive for the COVID-19 virus using the following guidelines:

1. This Temporary Emergency Leave Policy will expire on December 31, 2021 unless extended by the Board of Directors.
2. In the event an employee tests positive for the COVID-19 virus, an emergency allocation of up to 80 paid leave hours will be provided.
3. The Temporary Emergency Leave can be utilized ONLY for a District employee's illness due to COVID-19 positive diagnosis.
4. The employee is required to provide the District with proof of a positive COVID-19 diagnosis from a PCR test in order to utilize the Temporary Emergency Leave.
5. Employees who need time off to care for a family member, quarantine for a possible exposure as advised by the CDC, or any other absence related to COVID-19 are not eligible for Temporary Emergency Leave and will use available accrued sick/vacation time or request a leave without pay, per District policy.
6. In the event an employee has exhausted the Temporary Emergency Leave, accrued sick and accrued vacation time, a leave without pay may be granted by the Manager for duration of employee's illness until cleared to return to work per CDC Guidelines.
7. In the event an employee who utilizes Temporary Emergency Leave separates employment with the District within one year from the date of utilizing the Temporary Emergency Leave, the employee will forfeit payment of accrued sick and/or vacation time in the amount of hours used as Temporary Emergency Leave (up to 80 hours). The employee will be paid for the remainder of accrued sick and/or vacation time, in accordance District Leave Policy P-232 Section 3(a), less the amount of Temporary Emergency leave used (up to 80 hours), per District policy.

EFFECTIVE DATE

Adopted by the Melbourne-Tillman Water Control District Board of Directors at the regular meeting of August 26, 2021.