

COUNCIL AGENDA STATEMENT



Meeting Date: August 9, 2022
To: Honorable Mayor and Council Members
From: George Garrett, City Manager

Agenda Item: **Resolution 2022-91**, Approving A Project Specific Agreement (PSA) Between The City Of Marathon, Florida (“City”) And LPS Contracting For The Restoration Of Canal No. 257 South In An Amount Not To Exceed \$1,040,836.46; This Project Was Not Formally Bid As The Contractor Is A Continuing Services Contractor And Is The Sole Holder Of ACOE And FDEP Permits To Complete The Project, Said PSA Is Otherwise Provided Pursuant To Resolution 2020-25 For Continuing Services – Marine Construction; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City has obtained funds appropriated through the Stewardship Act. Said funds have been appropriated for the purposes of completing wastewater improvement projects and water quality improvement efforts to be completed through canal restoration projects.

Based on the continuing recommendations of Wood Environmental & Infrastructure, Inc. (Wood), Canal No. 257, between Sombrero Beach Road and Sunrise Isle, exhibits some of the poorest water quality withing the City. Therefore, staff is recommending the continued restoration of the canal at its southerly end. This is an area of Canal No. 257 not previously dredged and restored.

The firm of LPS Contracting worked with homeowners to obtain permits and to complete the maintenance dredge of the northern half of Canal No. 257, which lies to the east of Sombrero Beach Road, south of Man-Of-War Road and north of Spoonbill Drive. This occurred just after Hurricane Irma. Over the past two years the firm has been working on similar permits to complete the southern portion of the Canal basin between Spoonbill Drive and Tingle Lane. Though working with a homeowner’s group, LPS Contracting holds the permit for the project in its name, a permit that required over two years of effort on their part to obtain. For this reason, staff is asking the Council to waive obtaining bids amongst the City’s Continuing Services Contractors and other potential bidders as LPS is truly the only firm that could currently take this project on. The associated Stewardship funding source must be committed this year.

LPS is an engineering firm awarded a continuing services contract agreement for marine engineering and construction (Resolution 2020-25). The estimated not-to-exceed amount of the Specific Project Agreement proposed for the maintenance dredging of Canal No. 257 South is \$1,040,836.46.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u> X </u>	<u> </u>
2. Other –Sewer Mandate	<u> </u>	<u> </u>

FISCAL NOTE:

The adopted FY22 and Proposed FY23 Stormwater Utilities Fund Budget includes appropriations for this project and anticipates the reimbursement from Stewardship grant funding.

RECOMMENDATION:

Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-91**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A PROJECT SPECIFIC AGREEMENT (PSA) BETWEEN THE CITY OF MARATHON, FLORIDA (“CITY”) AND LPS CONTRACTING FOR THE RESTORATION OF CANAL NO. 257 SOUTH IN AN AMOUNT NOT TO EXCEED \$1,040,836.46; THIS PROJECT WAS NOT FORMALLY BID AS THE CONTRACTOR CONTINUING SERVICES CONTRACTOR AND IS THE SOLE HOLDER OF ACOE AND FDEP PERMITS TO COMPLETE THE PROJECT; SAID PSA IS OTHERWISE PROVIDED PURSUANT TO RESOLUTION 2020-25 FOR CONTINUING SERVICES – MARINE CONSTRUCTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has obtained funds appropriated through the Stewardship Act; and

WHEREAS, said funds have been appropriated for the purposes of completing wastewater improvement projects and water quality improvement efforts to be completed through canal restoration projects; and

WHEREAS, based on the continuing recommendations of Wood Environmental & Infrastructure, Inc. (Wood), Canal No. 257, between Sombrero Beach Road and Sunrise Isle, exhibits some of the poorest water quality within the City; and

WHEREAS, therefore, staff is recommending the continued restoration of the canal at its southerly end. This is an area of Canal No. 257 not previously dredged and restored; and

WHEREAS, The firm of LPS Contracting worked with homeowners to obtain permits and to complete the maintenance dredge of the northern half of Canal No. 257, which lies to the east of Sombrero Beach Road, south of Man-O-War Road and north of Spoonbill Drive. This occurred just after Hurricane Irma; and

WHEREAS, Over the past two years LPS Contracting has been working on similar permits to complete the southern portion of the Canal basin between Spoonbill Drive and Tingler Lane; and

WHEREAS, though working with a homeowner’s group, LPS Contracting holds the permit for the project in its name, permits that required over two years of effort on their part to obtain; and

WHEREAS, for this reason, staff is asking the Council to waive obtaining bids amongst the City’s Continuing Services contractors and other potential bidders as LPS is truly the only firm that could currently take this project on; and

WHEREAS, the associated Stewardship funding source must be committed this year.

WHEREAS, the estimated not-to-exceed amount of the Specific Project Agreement proposed for the maintenance dredging of Canal No. 257 South is \$1,040,836.46; and

WHEREAS, expenditure of these Stewardship funds in furtherance of canal restoration is hereby deemed to be in the best interest of the City, the Florida Keys, and the waters of the Florida Keys National Marine Sanctuary,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the Project Specific Agreement (Exhibit “1”) waiving normal bidding requirements, under the terms of the Continuing Engineering Services Agreement with LPS Contracting pursuant to Resolution 2020-25. Said PSA is provided for a maintenance dredge project intended to restore the southern end of canal no. 257. Said PSA may be signed by the City Manager.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 9th day of August, 2022.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

EXHIBIT "1"

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
(LPS Contracting)
For
(Canal No. 257 Maintenance Dredge – South End)

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and LPS Contracting, (the “Consultant”) dated May 12, 2020 (Resolution 2020-25) this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide construction services to the CITY for the Project as described in the “Project Description” included in Attachment “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Attachment “1” and the associated ACOE and FDEP permits. A Project Schedule and Payment Schedule shall be provided by the CONSULTANT prior to the initiation of work; said schedules to be mutually agreed upon.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Attachment “1” and the ACOE and FDEP permits.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for one (1) year, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Attachment “1” **\$1,040,836.46** as identified in Exhibit A of Attachment 1, “Proposed Budget.” Total not to exceed amount for this Work Authorization is **\$1,040,836.46.**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit “3” (N/A), to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY’S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY’S reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project

Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. COMPLIANCE WITH LAW

7.1 **COMPLIANCE WITH LAWS –** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and

irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

7.8 ENERGY POLICY AND CONSERVATION ACT: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7.9 EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

7.10 REPORTING:

7.10.1 Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

7.10.2 Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

7.11 RETENTION OF ALL RECORDS: The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 10, 2020** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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SECTION 9 Term/Time of Performance

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for one (1) year (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 10 Project Records

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by Consultant and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

11.2 The Consultant is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CL.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

IN WITNESS WHEREOF, the parties have executed this instrument on this _____ day of _____, 2020.

CONSULTANT:

CITY:

By: _____

By: _____

Its: _____

Its: City Manager

ATTEST:

Diane Clavier, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF
MARATHON, FLORIDA ONLY:**

City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

Attachment “1”
LPS Contracting – Bid Document

ADOE Permit

FDEP Permit



Proposal

Attn:	Sunrise Isle Canal Residents
Phone:	N/A
Email:	N/A
Job:	Sunrise Isle Canal S Side Dredging
Bid #:	003
Date of Bid:	2/15/2022

Estimator:	Trent Meyer
Phone Number:	(305) 240-9882
Email:	trent.meyer@lps-contracting.com
300 Sadowski Causeway Suite #308 Key Colony Beach, FL 33051	

ITEM NO.	ITEM DESCRIPTION	QTY UNIT	UNIT PRICE	TOTAL PRICE
BASE BID				
010	Maintenance Dredging and Haul Off	16200.00 CYD	\$ 56.85	\$ 920,970.00
020	Benthic Survey	1.00 LS	\$ 12,600.00	\$ 12,600.00
030	Permitting and Engineering	1.00 LS	\$ 19,500.00	\$ 19,500.00
040	Mangrove Removal	1.00 LS	\$ 8,000.00	\$ 8,000.00
				<u>BASE BID TOTAL \$ 961,070.00</u>
3RD PARTY FEES				
050	Allowance - City of Marathon Mitigation Fees	1.00 LS	\$ 12,500.00	\$ 12,500.00
060	Allowance - City of Marathon Permit Fees	1.00 LS	\$ 27,629.10	\$ 27,629.10
070	FDEP Severed Dredge Fee	1.00 LS	\$ 29,575.00	\$ 29,575.00
080	ACOE Mitigation Credits PH1	1.00 LS	\$ 10,062.36	\$ 10,062.36
				<u>3RD PARTY FEES \$ 79,766.46</u>
				<u>BASE BID TOTAL \$ 1,040,836.46</u>

DEPARTMENT OF THE ARMY PERMIT

Permittee: Sunrise Isle Homeowners Association
C/o Carl Pyatt, President
5623 Delido Court
Cape Coral, Florida 33904

Permit No: SAJ-2019-00182 (SP-MIB)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To maintenance dredge a 144,407 square foot area (10,697 cubic yards) consisting of submerged bottom and three large red mangrove shoreline clusters to minus -6.68' mean low water and to install temporary floating turbidity barriers around all work areas that are in/over navigable waters of the United States. Material will be dredged utilizing a clam shell bucket on an excavator mounted to a floating barge. Staging area for the dredged material will be limited to the upland portion of the property located on lot 20 Sunrise Drive adjacent to the canal. Dredged material will be unloaded directly into dump truck with lined bed and disposed of in an upland disposal area. The work described above is to be completed in accordance with the 6 pages of drawings and 6 attachments affixed at the end of this permit instrument.

Project Location: The project is located within the canal system south of Spoonbill Drive referenced as Canal #257 in Section 14, Township 66 South, Range 32 East, Marathon, Florida.

Directions to the site are as follows: Take US Highway No 1 South to MM50; Turn left onto Sombrero Beach Road; Turn left onto Spoonbill Drive; Project located south of Spoonbill Drive in Canal #257 located between Sombrero Beach Road and Sunrise Drive.

Approximate Central Coordinates: Latitude: 24.696745°
Longitude: -81.079854°

Permit Conditions

PERMIT NUMBER: SAJ-2019-00182 (SP-MIB)

PERMITTEE: Sunrise Isle Homeowners Association, C/o Carl Pyatt

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General Conditions:

1. The time limit for completing the work authorized ends December 14, 2025. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **REPORTING ADDRESS:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the conditions of this permit shall be submitted to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division,

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PERMITTEE: Sunrise Isle Homeowners Association, C/o Carl Pyatt

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Enforcement Branch, 9900 Southwest 107th Avenue, Suite 203, Miami, Florida 33176.

b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2019-00182 (SP-MIB), on all submittals.

2. **SELF-CERTIFICATION:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

3. **COMMENCEMENT NOTICE:** Within ten (10) days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

4. **ASSURANCE OF NAVIGATION AND MAINTENANCE:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. **MANATEE CONDITIONS:** The Permittee shall abide by the enclosed standard construction conditions designed to protect the endangered West Indian manatee, 2011.

6. **SEA TURTLE AND SMALLTOOTH SAWFISH CONDITIONS:** The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, (Attached).

7. **POSTING OF PERMIT:** The Permittee shall ensure that all contractors, sub-contractors, and entities associated with the implementation of the project review,

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understand, and comply with the approved plans and special conditions made part of this permit. The Permittee shall inform all parties associated with the activity of the construction area boundaries, and the location of adjacent wetland shorelines and wetland parcels, corals, seagrass, and hard bottom communities to be avoided. Complete copies of the permit and approved plans shall be available at the construction site at all times. Failure to comply with the approved plans and permit special conditions may subject the Permittee to enforcement action.

8. AGENCY CHANGES/APPROVALS: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Miami Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

9. CULTURAL RESOURCES/HISTORIC PROPERTIES:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written

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authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

10. TURBIDITY BARRIERS: Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

11. MITIGATION CREDIT PURCHASE: Within 30 days from the date of initiating the authorized work, the Permittee shall provide written verification to the Corps that 0.0462 tidal federal mitigation credits have been purchased from the Keys Restoration Fund In-Lieu Fee Mitigation Program (SAJ-2012-02902) for 4,310 square feet of mangrove impacts. For questions regarding the purchase of credits from the Keys Restoration Fund, please contact Laura Flynn by email LLFLYNN@GMAIL.COM or by Toll Free phone at 855-588-2100. The Permittee shall include a copy of the DA permit along with a check made payable to the Keys Restoration Fund (KRF). Please note that failure to mail a copy of the permit with the check may result in a delay of processing payment. This DA permit number (SAJ-2019-00182) shall be written on the check. The payment can be mailed to the following address: Coastal Resources Group, Inc. C/o Laura Flynn, 11449 Calhoun Court, Venice, FL 34293. The Permittee shall provide written verification of credit purchase to the Corps' Enforcement Section at 9900 SW 107th Ave, #203, Miami, FL 33176. The required verification shall reference this project's DA permit number (SAJ-2019-00182).

12. WETLAND AVOIDANCE AREAS: The Permittee shall avoid the remaining onsite wetland shoreline, as detailed on the drawings date stamped by the Corps on November 2, 2020 (Attached). These wetland areas were avoided as part of this permit application review process; and, therefore, the remaining wetland areas will not be disturbed by any activities that would degrade the ecological integrity of the site

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including dredging, filling, land clearing, or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these avoided wetland areas.

13. **CONSTRUCTION LOCATION:** Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

14. **DREDGE METHOD:** This permit applies only to mechanical and hydraulic dredging activities, it does not authorize hopper dredging.

15. **DREDGED MATERIAL DISPOSAL:** The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed on drawing sheet 5 of 6. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States. All staging, storage, and all other construction activity shall be limited to the upland areas and paved road.

16. **MANATEE CONDITION FOR CLAMSHELL DREDGE:** During clamshell dredging operations, the dredge operator shall gravity-release the clamshell bucket only at the water's surface, and only after confirmation that there are no manatees within the safety distance identified in the standard construction conditions (or a 75-foot buffer if dredging is authorized at night).

17. **BEST MANAGEMENT PRACTICE (BMP):** Environmental controls and BMP must be implemented to properly contain construction materials and prevent fugitive particulates from entering surrounding waters during construction.

18. **STRUCTURE FAILURE:** The contractors must notify the Corps within 24 hours of any structures that failed due to the dredging activities and what emergency measures will be taken to prevent further damage. The Corps must review and approve any preventative measures (i.e. shoring of property with riprap boulders, driving of temporary piles to prevent seawall or dock failures) before they are implemented.

19. **STRUCTURES IN NAVIGABLE WATERS:** This permit does not authorize any work other than maintenance dredging. If the contractor identifies any structures that will need to be reinstalled, repaired, and/or replaced a separate permit from the Corps will be required. The Permittee shall obtain all necessary permits prior to commencement of the reinstallation/repair/replacement work.

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20. UTILITY LINES: Prior to any maintenance dredging activities the contractor shall ensure that all underground and subaqueous utility lines within the dredge footprint are identified and that the proper safety procedures are implemented to avoid impacts to these existing structures.

21. SEDIMENT REMOVAL: All dredging shall be in accordance with the attached drawings date stamped by the Corps on November 2, 2020 and shall not exceed the depths indicated on those drawings. This authorization does not permit any "new dredging" (i.e. removal of previously undredged lime rock substrate below the controlling hard pan depth within each waterway). Removal of wetlands/mangroves is strictly limited to the 4,310 square foot area specified on drawings.

22. RESTRICTION IN ACROPORA CRITICAL HABITAT: This permit does not authorize work in *Acropora* critical habitat if the essential features are present.

23. PROJECT DRAWINGS: The project must be completed in accordance with the enclosed construction drawings (6 pages), date-stamped by the U.S. Army Corps of Engineers (Corps) on November 2, 2020 and the general and special conditions which are incorporated in, and made a part of, the permit.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

Section 404 of the Clean Water Act (33 U.S.C. 1344)

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

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d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order

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requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)

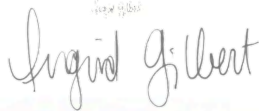
12/1/2020

(DATE)

Carl Pyatt

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



for

(DISTRICT ENGINEER)
Andrew D. Kelly Jr.
Colonel, U.S. Army
District Commander

12-14-2020

(DATE)

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

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***Attachments to Department of the Army
Permit Number SAJ-2019-00182 (SP-MIB)***

1. PERMIT DRAWINGS: 6 pages, date stamped by the Corps November 2, 2020
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. 12 pages.
3. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
4. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
5. SELF-CERTIFICATION: 1 page
6. COMMENCEMENT NOTIFICATION: 1 page.
7. MITIGATION CREDIT BREAKDOWN: 1 page.

SITE DATA

SITE ADDRESS: SUNRISE ISLE, MARATHON, FL 33050
LEGAL DESC.: N/A
FLOOD ZONE: AE (EL 10')
LOT AREA: N/A
SETBACKS: FRONT 20', SIDE 10', BACK 20'
MAX BUILDING COVERAGE: N/A
MIN. OPEN SPACE: 20%
F.L.U.M.: RESIDENTIAL MEDIUM
ZONING: RESIDENTIAL MEDIUM

DESIGN DATA

DESIGN LOADS (MINIMUM):

A.	ROOF DEAD LOAD	17 PSF (METAL)
B.	ROOF LIVE LOAD	20 PSF
C.	DEAD LOAD FOR UPLIFT CALCULATION	7PSF
D.	FLOOR DEAD LOAD (WOOD FRAMING)	20 PSF
E.	FLOOR DEAD LOAD (12" CONCRETE)	150 PSF
F.	FLOOR LIVE LOAD (LIVING AREAS)	40 PSF
G.	FLOOR LIVE LOAD (BALCONY AREAS)	60 PSF
H.	STAIRS LIVE LOAD	60 PSF AND 300 LBS NON-CONCURRENT
I.	GUARD RAILS/HANDRAILS	200 LBS

WIND DESIGN SPECIFICATIONS:

A.	BUILDING OCCUPANCY CATEGORY	II
B.	CONSTRUCTION TYPE	V-B
C.	OCCUPANCY CLASSIFICATION	RESIDENTIAL
D.	WIND SPEED	
	a.) ULTIMATE (LRFD) =	180 MPH
	b.) ALLOWABLE (ASD)=	140 MPH
E.	WIND EXPOSURE CATEGORY	D
F.	ENCLOSURE CLASSIFICATION	ENCLOSED
G.	INTERNAL PRESSURE COEFFICIENT	+/- 0.18
H.	WIND-BORNE DEBRIS AREA	YES
I.	REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA	
J.	STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE	

DESIGN CODE

- 2017 FLORIDA BUILDING CODE, 6th EDITION, BUILDING, FBC
- 2017 FLORIDA BUILDING CODE, 6th EDITION, RESIDENTIAL, FBC-R
- 2017 FLORIDA MECHANICAL CODE FBC-M
- 2014 NATIONAL ELECTRICAL CODE, NEC 2014
- 2017 FLORIDA PLUMBING CODE, FBC-P
- 2017 FLORIDA FUEL GAS CODE, 6th EDITION, FFPC
- FLORIDA FIRE PREVENTION CODE, FBC-FG
- NATIONAL FIRE PROTECTION ASSOCIATION, NEBA



SITE KEY PLAN
N.T.S.

DRAWING INDEX

CS	PROJECT INFORMATION
GN	GENERAL NOTES
SP	SITE PLAN
S1	ALIGNMENT STA. 0+00 TO 6+00
S2	ALIGNMENT STA. 6+00 TO 13+00
S3	ALIGNMENT STA. 13+00 TO 17+00

ABBREVIATIONS

A.B.	Anchor Bolt	F.G.	Fixed Glass	Plt Ht.	Plate Height
Abv.	Above	Flr.	Floor	Plt Sh.	Plant Shelf
A/C	Air-Conditioner	Fnd.	Foundation	PSF	Pounds per square foot
Adj.	Adjustable	Flr. Sys.	Floor System	P.T.	Pressure Treated
A.F.F.	Above Finished Floor	F/P	Fireplace	Pwd.	Powder Room
A.H.U.	Air Handler Unit	Ft.	Foot / Feet	Rad.	Radiator
ALT.	Alternate	Ftg.	Footing	Ref.	Refrigerator
B.C.	Base Cabinet	F.V.	Field Verify	Req'd.	Required
B.F.	Bifold Door	FX	Fixed	Rm.	Room
B.F.F.	Below Finished Floor	Galv.	Galvanized	Rnd.	Round
Bk Sh	Book Shelf	G.C.	General Contractor	R & SH	Rod and Shelf
Bm.	Beam	G.F.I.	Ground Fault Interrupter	SD.	Smoke Detector
BOT.	Bottom	G.T.	Girder Truss	S.F.	Square Ft.
B.P.	Bypass door	Hdr.	Header	Sh.	Shelves
Brg.	Bearing	Hgt.	Height	SH	Sheet
Clr.	Circle	HB	Hose Bibb	SL	Side Lights
Clg.	Ceiling	Int.	Interior	SP.F.	Spruce Pine Fir
Col.	Column	K/Wall	Kneewall	Sq.	Square
Comp.	A/C Compressor	K.S.	Knee Space	S.Y.P.	Southern Yellow Pine
C.T.	Ceramic Tile	Laun.	Laundry	Temp.	Tempered
D	Dryer	Lav.	Lavatory	Thik'n.	Thicken
Dec.	Decorative	L.F.	Linear Ft.	T.O.B.	Top of Block
Ded.	Dedicated Outlet	L.T.	Laundry Tub	T.O.M.	Top of Masonry
Dbl.	Double	Mas.	Masonry	T.O.P.	Top of Plate
Dia.	Diameter	Max	Maximum	Trans.	Transom Window
Disp.	Disposal	M.C.	Medicine Cabinet	Typ.	Typical
Dist.	Distance	Mfgr.	Manufacturer	UCL	Under Cabinet Lighting
D.S.	Drawer Stack	Micr.	Microwave	U.N.O.	Unless Noted Otherwise
D.V.	Dryer Vent	Min.	Minimum	VB	Vanity Base
D.W.	Dishwasher	M.L.	Microlam	Vert.	Vertical
Ea.	Each	Mir.	Mirror	V.L.	Versalram
E.W.	Each Way	Mono	Monolithic	V.P.	Vapor Protected
Elev.	Elevation	N.T.S.	Not to Scale	VTR	Vent through Roof
Ext.	Exterior	Opn'g.	Opening	W	Washer
Exp.	Expansion	Opt.	Optional	w/	With
F.B.C.	Florida Bldg. Code	Pc.	Piece	W.C.	Water Closet
F.B.C.R.	Florida Bldg. Code Resid.	Ped.	Pedestal	W.A.	Wedge Anchor
F.F.	Finished Floor	P.L.	Parallam	Wd.	Wood
		PLF	Pounds per linear foot	WP	Water Proof

PROPOSED SCOPE OF WORK

MAINTENANCE DREDGING

- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
- APPROX. 45,618SQFT MANGROVES EXIST ON SITE. TRIM APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.

COVER SHEET

SUNRISE ISLE, MARATHON, FL

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:

SUNRISE ISLE
MARATHON, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC

William R. Campbell, P.E. License #: 79269
 Email: will@cecfk.com CA/Reg #: 31437
 Phone #: 305-735-4626

PLANS ARE NOT VALID UNLESS SIGNED AND DATED

PROJECT #:

1688

Date:

MAY 6, 2020

SHEET 1 of 6

SHEET #

CS

General Notes

General Requirements

1. Prior to starting any work the Contractor shall review these plans and site conditions and notify the Engineer if any discrepancies are discovered or conflicts with these plans, specifications, or dimensions which affect the execution of construction or safety .
2. This set of plans is solely intended to be utilized for construction at the specified location.
3. The Contractor shall not scale the drawings and shall request additional information required for construction from the Engineer of Record.
4. The Contractor shall be responsible for calling Sunshine Utility Locate Service prior to performing any construction activities in any areas which underground utilities may be present. The Engineer of Record shall not be responsible for providing the location of utilities.
5. The Engineer of Record is not responsible for the supervision of the Contractor nor their employees during the construction.
6. The Contractor is responsible for providing and implementing the means and methods for the construction process and perform all works in conformance with the standards and requirements of the 2017 Florida Building Code, manufacturer's recommendations, local county and city codes and ordinances, and specifications referenced within these plans.
7. Quality of the work must meet or exceed the industry standard practices.
8. Any deviations from these plans shall be reviewed and approved by the Engineer of Record.
9. Contractor is responsible for all means and methods as required. The contractor is responsible for the safety of all personnel entering the designated working area.
10. The Contractor shall coordinate their work with all other trades in order to avoid scheduling conflicts.
11. The Engineer of Record certifying this document shall not be held liable for any financial or time related damages including but not limited to damages to the structure, personnel, time related delays, and structural issues that result from the construction in accordance with the applicable specifications of this certified document. The Contractor shall notify the Engineer of Record if any conditions or issues arise that do not adhere to the details specified.

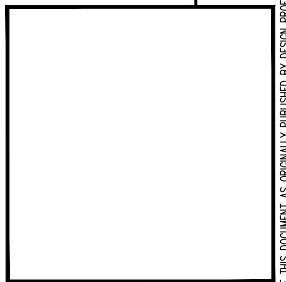
CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION:

SUNRISE ISLE
MARATHON, FL

 **CAMPBELL ENGINEERING**
CONSULTANTS LLC

William R. Campbell, P.E. License #: 79269
Email: will@cecfk.com CA/Reg #: 31437
Phone #: 305-735-4626

PLANS ARE NOT VALID
UNLESS SIGNED AND
DATED



PROJECT #:

1688

Date:

MAY 6, 2020

SHEET 2 of 6

SHEET #

GN



SPOONBILL DR.

SUNRISE DR.

SOMBRERO BEACH RD.

ATLANTIC OCEAN

PROPOSED LOCATION OF TURBIDITY BARRIER AT END OF CANAL

HATCH DENOTES 144,407sqft MAINTENANCE DREDGING TO -5' MLW OR CAPROCK WHICHEVER IS HIGHER

890sqf MANGROVES TO BE REMOVED

1,662sqf MANGROVES TO BE REMOVE

1,758sqf MANGROVES TO BE REMOVED

UNLOADING AREA DIRECTLY INTO DUMP TRUCK WITH LINED BED TO RETAIN ALL POTENTIAL RUNOFF. MATERIAL WILL BE DISCHARGED AT SOMBRERO GOLF COURSE.

PROPOSED SCOPE OF WORK

MAINTENANCE DREDGING

- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
- APPROX. 45,618SQFT MANGROVES EXIST ON SITE. REMOVE APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.



SITE PLAN

GRAPHIC SCALE: 1" = 100'



NOTES:

- ESTIMATED DREDGE CUT VOLUME CALC.=10,697 CY (CONTRACTOR TO VERIFY)
- AREA IS TO BE MAINTENANCE DREDGED, W/ A CLAM SHELL BUCKET ON AN EXCAVATOR MOUNTED TO A FLOATING BARGE, TO AN ELEVATION OF -6.68' MLW OR HARD BOTTOM. NO CAP ROCK OR HARD BOTTOM STRUCTURES TO BE REMOVED.
- ALL MATERIAL IS TO BE DIRECTLY UNLOADED INTO SEALED CONTAINERS AND RELOCATED TO AN APPROVED ACOE/FDEP SITE.
- ALL DATA FOR CROSS SECTIONS AND CUT VOLUMES RECEIVED FROM PRIOR FEMA DREDGING PERMIT DOCUMENTS RECEIVED DATED 10/18.
- THE TYPICAL VESSEL SIZE THAT OPERATE IN THIS CANAL ARE LESS THAN 40' AND HAVE A DRAFT LESS THAN 3'
- THE DREDGE MATERIAL IS EXPECTED TO PRIMARILY CONSIST OF SILT AND ORGANIC MATERIALS WITH A SMALL AMOUNT OF SAND AND CLAY.
- NO CORAL, SEA GRASS, OR HARD BOTTOM IMPACTS ARE PROPOSED FOR THIS PROJECT.

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:

SUNRISE ISLE
MARATHON, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC

William R. Campbell, P.E. License #: 79269
Email: will@cecfk.com CA/Reg #: 31437
Phone #: 305-735-4626

PLANS ARE NOT VALID UNLESS SIGNED AND DATED

PROJECT #:

1688

Date:

MAY 6, 2020

SHEET 3 of 6

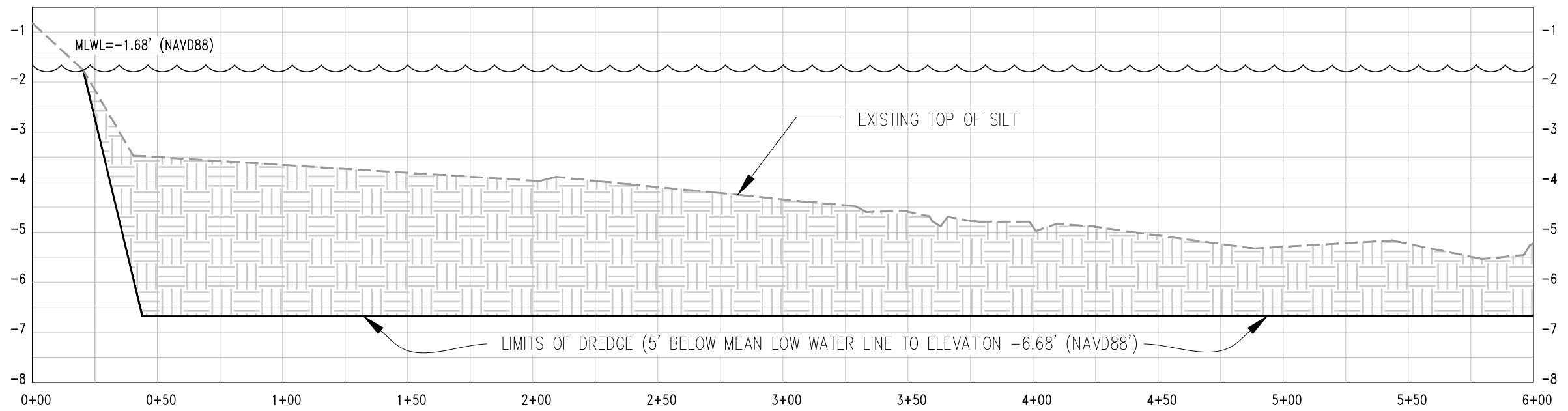
SHEET #

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PLAN VIEW
SCALE: 1" = 50'

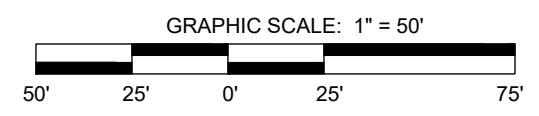
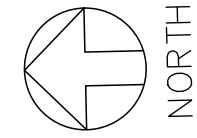


PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.

ALIGNMENT "A"

STA. 0+00 TO 6+00



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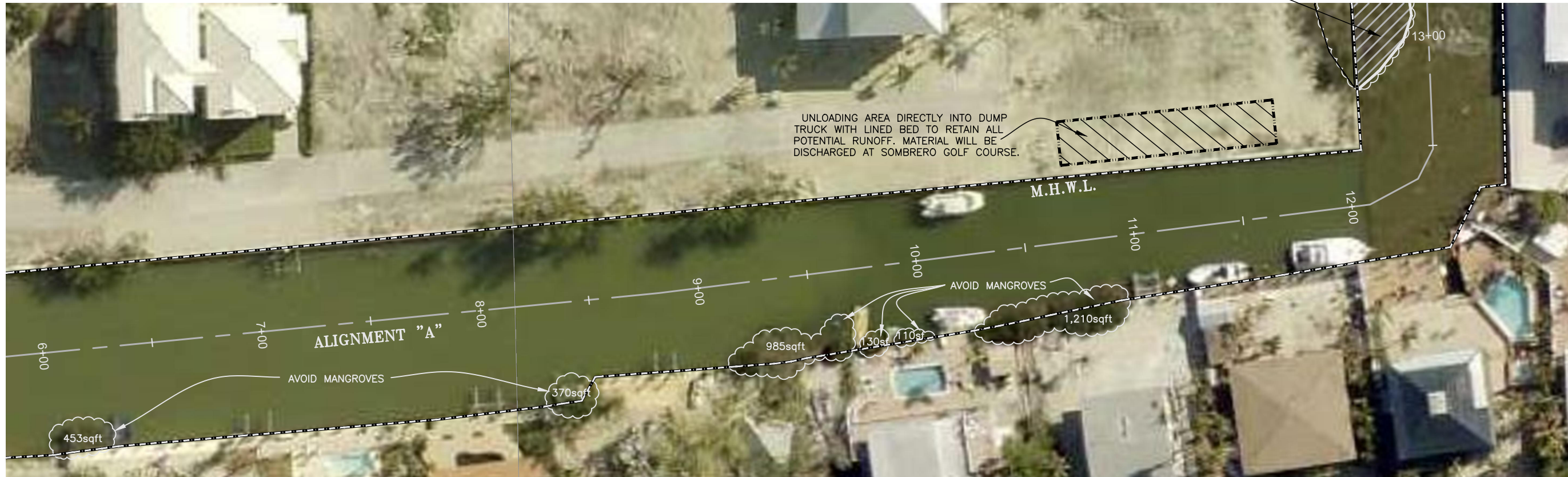
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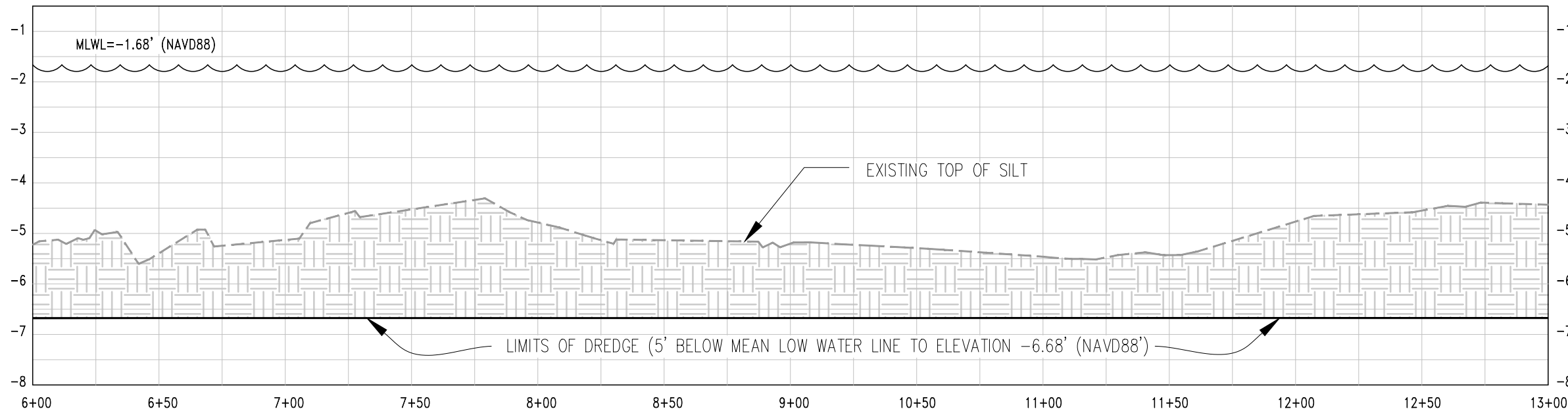
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HATCH DENOTES: REMOVAL OF 1,758sqft OVERGROWN MANGROVES AND MANGROVES ROOTS FOR NAVIGATION



PLAN VIEW
SCALE: 1" = 50'

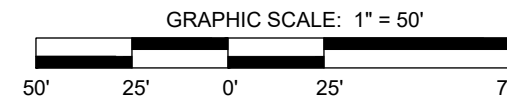
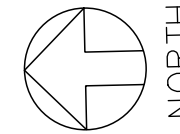


PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ELEVATIONS SHOWN HEREON
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VERTICAL DATUM 1988.

ALIGNMENT "A"

STA 6+00 TO 13+00



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CAMPBELL ENGINEERING
CONSULTANTS LLC

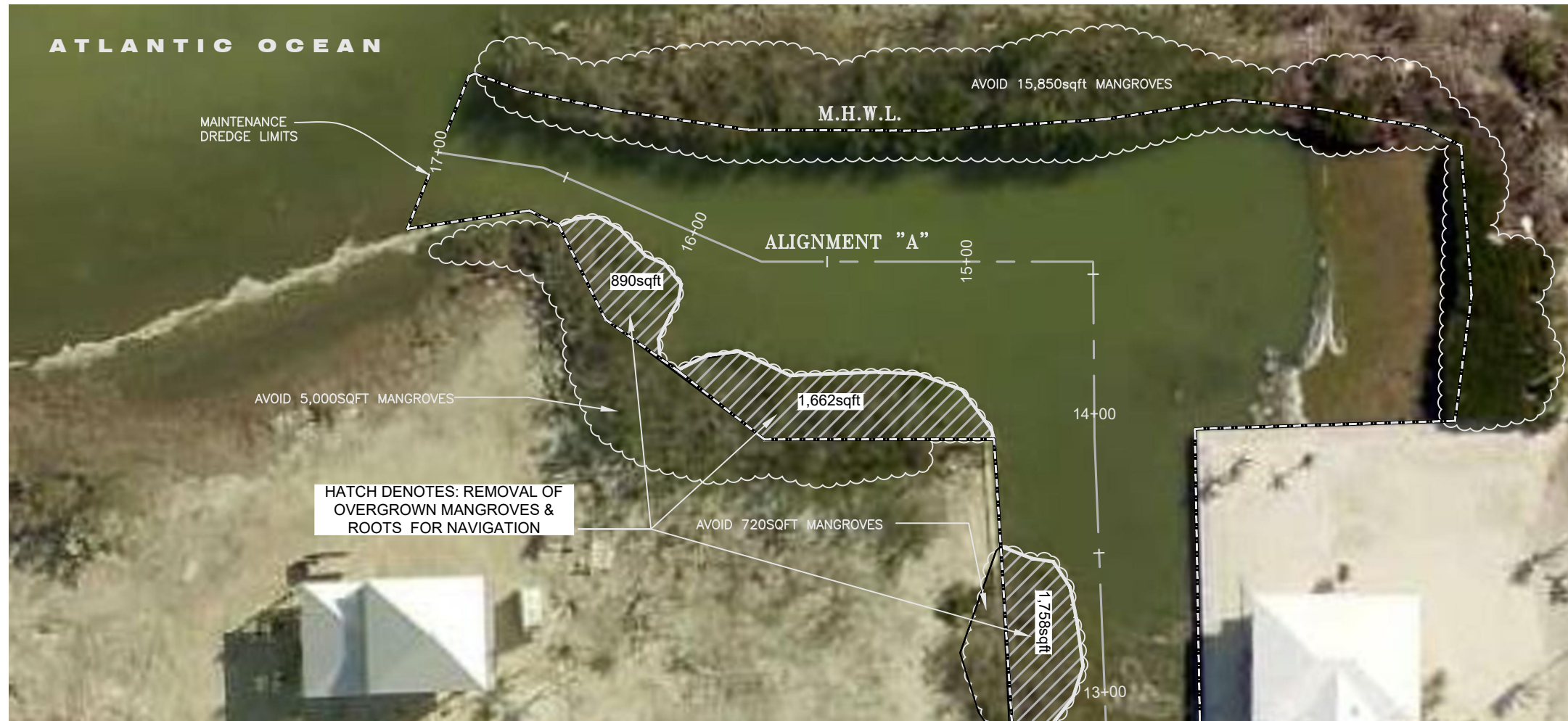
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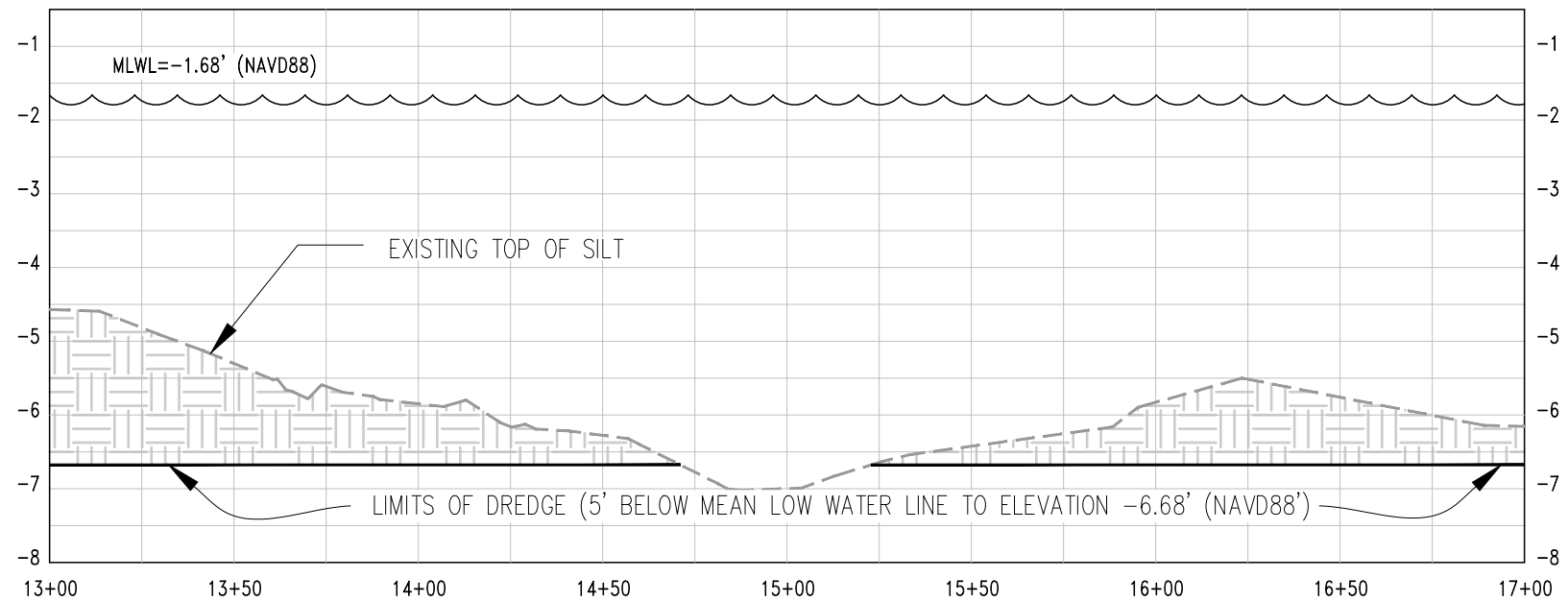
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1688
Date:
MAY 6, 2020

SHEET 5 of 6
SHEET #
S2

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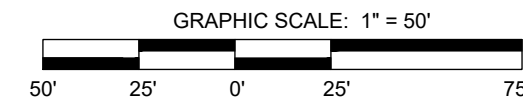
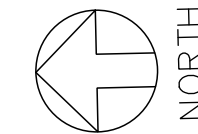


PLAN VIEW
SCALE: 1" = 50'



PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.

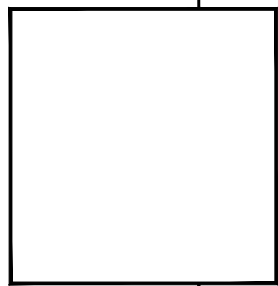


ALIGNMENT "A"
STA. 13+00 TO 17+00

CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION:
**SUNRISE ISLE
MARATHON, FL**

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1688
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SHEET 6 of 6
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S3

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FLORIDA DEPARTMENT OF Environmental Protection

South District Branch Office
2796 Overseas Highway, Suite 221
Marathon, Florida 33050
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

June 5, 2020

Mr. Carl Pyatt
Sunrise Isle HOA
c/o Will Campbell
Campbell Engineering Consultants, LLC
5800 Overseas Highway, Suite 32
Marathon, Florida 33050
Will@cecflk.com

File No.: 0387812-001 EE, Monroe County

Dear Mr. Carl Pyatt:

On May 13, 2020, we received your request for verification of exemption to perform the following activities:

To maintenance dredge the southern portion of Sunrise Isle Canal #257, a man-made canal, Class III Waters, to a depth of -5 feet Mean Low Water, removing approximately 10,697 cubic yards of material adjacent, Section 14, Township 66 South, Range 32 East, Monroe County. The spoil shall be removed and deposited in uplands with the final spoil disposal location within uplands at Sombrero Beach Golf Course.

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

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

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

If you have any questions regarding this matter, please contact Travis Ferguson by telephone at (305) 289-7075 or by e-mail at Travis.Ferguson@floridadep.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(7)(a), Florida Administrative Code, and Section 403.813(1)(f) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

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

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. SPGP Review - NOT APPROVED

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

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

Additional Information

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

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-

3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Travis Ferguson
Environmental Specialist
South District Marathon Branch

Enclosures:

6 Project drawings
62-330.051(7)(a), F.A.C./403.813(1)(f), F.S.

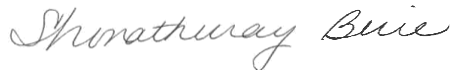
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

U.S. Army Corps of Engineers, Miami Office, SEAppls@usace.army.mil

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.



Clerk

June 5, 2020

Date

SITE DATA

SITE ADDRESS: SUNRISE ISLE, MARATHON, FL 33050
LEGAL DESC.: N/A
FLOOD ZONE: AE (EL 10')
LOT AREA: N/A
SETBACKS: FRONT 20', SIDE 10', BACK 20'
MAX BUILDING COVERAGE: N/A
MIN. OPEN SPACE: 20%
F.L.U.M.: RESIDENTIAL MEDIUM
ZONING: RESIDENTIAL MEDIUM



SUNRISE ISLE, MARATHON, FL



SITE KEY PLAN
N.T.S.

- ### DESIGN CODE
- 2017 FLORIDA BUILDING CODE, 6th EDITION, BUILDING, FBC
 - 2017 FLORIDA BUILDING CODE, 6th EDITION, RESIDENTIAL, FBC-R
 - 2017 FLORIDA MECHANICAL CODE FBC-M
 - 2014 NATIONAL ELECTRICAL CODE, NEC 2014
 - 2017 FLORIDA PLUMBING CODE, FBC-P
 - 2017 FLORIDA FUEL GAS CODE, 6th EDITION, FFPC
 - FLORIDA FIRE PREVENTION CODE, FBC-FG
 - NATIONAL FIRE PROTECTION ASSOCIATION, NEBA

DESIGN DATA

DESIGN LOADS (MINIMUM):

A.	ROOF DEAD LOAD	17 PSF (METAL)
B.	ROOF LIVE LOAD	20 PSF
C.	DEAD LOAD FOR UPLIFT CALCULATION	7PSF
D.	FLOOR DEAD LOAD (WOOD FRAMING)	20 PSF
E.	FLOOR DEAD LOAD (12" CONCRETE)	150 PSF
F.	FLOOR LIVE LOAD (LIVING AREAS)	40 PSF
G.	FLOOR LIVE LOAD (BALCONY AREAS)	60 PSF
H.	STAIRS LIVE LOAD	60 PSF AND 300 LBS NON-CONCURRENT
I.	GUARD RAILS/HANDRAILS	200 LBS

WIND DESIGN SPECIFICATIONS:

A.	BUILDING OCCUPANCY CATEGORY	II
B.	CONSTRUCTION TYPE	V-B
C.	OCCUPANCY CLASSIFICATION	RESIDENTIAL
D.	WIND SPEED	
	a.) ULTIMATE (LRFD) =	180 MPH
	b.) ALLOWABLE (ASD)=	140 MPH
E.	WIND EXPOSURE CATEGORY	D
F.	ENCLOSURE CLASSIFICATION	ENCLOSED
G.	INTERNAL PRESSURE COEFFICIENT	+/- 0.18
H.	WIND-BORNE DEBRIS AREA	YES
I.	REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA	
J.	STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE	

DRAWING INDEX

CS	PROJECT INFORMATION
GN	GENERAL NOTES
SP	SITE PLAN
S1	ALIGNMENT STA. 0+00 TO 6+00
S2	ALIGNMENT STA. 6+00 TO 13+00
S3	ALIGNMENT STA. 13+00 TO 17+00

ABBREVIATIONS

A.B.	Anchor Bolt	F.G.	Fixed Glass	Plt Ht.	Plate Height
Abv.	Above	Flr.	Floor	Plt Sh.	Plant Shelf
A/C	Air-Conditioner	Fnd.	Foundation	PSF	Pounds per square foot
Adj.	Adjustable	Flr. Sys.	Floor System	P.T.	Pressure Treated
A.F.F.	Above Finished Floor	F/P	Fireplace	Pwd.	Powder Room
A.H.U.	Air Handler Unit	Ft.	Foot / Feet	Rad.	Radius
ALT.	Alternate	Ftg.	Footing	Ref.	Refrigerator
B.C.	Base Cabinet	F.V.	Field Verify	Req'd.	Required
B.F.	Bifold Door	FX	Fixed	Rm.	Room
B.F.F.	Below Finished Floor	Galv.	Galvanized	Rnd.	Round
Bk Sh	Book Shelf	G.C.	General Contractor	R & SH	Rod and Shelf
Bm.	Beam	G.F.I.	Ground Fault Interrupter	SD.	Smoke Detector
BOT.	Bottom	G.T.	Girder Truss	S.F.	Square Ft.
B.P.	Bypass door	Hdr.	Header	Sh.	Shelves
Brg.	Bearing	Hgt.	Height	SHt	Sheet
Clr.	Circle	HB	Hose Bibb	SL	Side Lights
Cig.	Ceiling	Int.	Interior	SP.F.	Spruce Pine Fir
Col.	Column	K/Wall	Kneewall	Sq.	Square
Comp.	A/C Compressor	K.S.	Knee Space	S.Y.P.	Southern Yellow Pine
C.T.	Ceramic Tile	Laun.	Laundry	Temp.	Tempered
D	Dryer	Lav.	Lavatory	Thik'n.	Thicken
Dec.	Decorative	L.F.	Linear Ft.	T.O.B.	Top of Block
Ded.	Dedicated Outlet	L.T.	Laundry Tub	T.O.M.	Top of Masonry
Dbl.	Double	Mas.	Masonry	T.O.P.	Top of Plate
Dia.	Diameter	Max.	Maximum	Trans.	Transom Window
Disp.	Disposal	M.C.	Medicine Cabinet	Typ.	Typical
Dist.	Distance	Mfgr.	Manufacturer	UCL	Under Cabinet Lighting
D.S.	Drawer Stack	Micr.	Microwave	U.N.O.	Unless Noted Otherwise
D.V.	Dryer Vent	Min.	Minimum	VB	Vanity Base
D.W.	Dishwasher	M.L.	Microlam	Vert.	Vertical
Ea.	Each	Mir.	Mirror	V.L.	Versalram
E.W.	Each Way	Mono	Monolithic	V.P.	Vapor Protected
Elev.	Elevation	N.T.S.	Not to Scale	VTR	Vent through Roof
Ext.	Exterior	Opn'g.	Opening	W	Washer
Exp.	Expansion	Opt.	Optional	w/	With
F.B.C.	Florida Bldg. Code	Pc.	Piece	W.C.	Water Closet
F.B.C.R.	Florida Bldg. Code Resid.	Ped.	Pedestal	W.A.	Wedge Anchor
F.F.	Finished Floor	P.L.	Parallam	Wd.	Wood
		PLF	Pounds per linear foot	WP	Water Proof

PROPOSED SCOPE OF WORK

MAINTENANCE DREDGING

- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
- APPROX. 45,618SQFT MANGROVES EXIST ON SITE. TRIM APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.

COVER SHEET

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:
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 MARATHON, FL**

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General Notes

General Requirements

1. Prior to starting any work the Contractor shall review these plans and site conditions and notify the Engineer if any discrepancies are discovered or conflicts with these plans, specifications, or dimensions which affect the execution of construction or safety .
2. This set of plans is solely intended to be utilized for construction at the specified location.
3. The Contractor shall not scale the drawings and shall request additional information required for construction from the Engineer of Record.
4. The Contractor shall be responsible for calling Sunshine Utility Locate Service prior to performing any construction activities in any areas which underground utilities may be present. The Engineer of Record shall not be responsible for providing the location of utilities.
5. The Engineer of Record is not responsible for the supervision of the Contractor nor their employees during the construction.
6. The Contractor is responsible for providing and implementing the means and methods for the construction process and perform all works in conformance with the standards and requirements of the 2017 Florida Building Code, manufacturer's recommendations, local county and city codes and ordinances, and specifications referenced within these plans.
7. Quality of the work must meet or exceed the industry standard practices.
8. Any deviations from these plans shall be reviewed and approved by the Engineer of Record.
9. Contractor is responsible for all means and methods as required. The contractor is responsible for the safety of all personnel entering the designated working area.
10. The Contractor shall coordinate their work with all other trades in order to avoid scheduling conflicts.
11. The Engineer of Record certifying this document shall not be held liable for any financial or time related damages including but not limited to damages to the structure, personnel, time related delays, and structural issues that result from the construction in accordance with the applicable specifications of this certified document. The Contractor shall notify the Engineer of Record if any conditions or issues arise that do not adhere to the details specified.

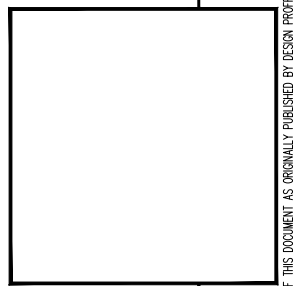


CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:

SUNRISE ISLE
MARATHON, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC
William R. Campbell, P.E. License #: 79269
Email: will@cecfk.com CA/Reg #: 31437
Phone #: 305-735-4626

PLANS ARE NOT VALID UNLESS SIGNED AND DATED



PROJECT #:
1688
Date:
MAY 6, 2020

SHEET 2 of 6
SHEET #
GN

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ATLANTIC OCEAN

PROPOSED LOCATION OF TURBIDITY BARRIER AT END OF CANAL

HATCH DENOTES 144,407sqft MAINTENANCE DREDGING TO -5' MLW OR CAPROCK WHICHEVER IS HIGHER

890sqf MANGROVES TO BE REMOVED

1,662sqf MANGROVES TO BE REMOVE

1,758sqf MANGROVES TO BE REMOVED

UNLOADING AREA DIRECTLY INTO DUMP TRUCK WITH LINED BED TO RETAIN ALL POTENTIAL RUNOFF. MATERIAL WILL BE DISCHARGED AT SOMBRERO GOLF COURSE.

SUNRISE DR.

SPOONBILL DR.

SOMBRERO BEACH RD.



SITE PLAN

GRAPHIC SCALE: 1" = 100'



PROPOSED SCOPE OF WORK

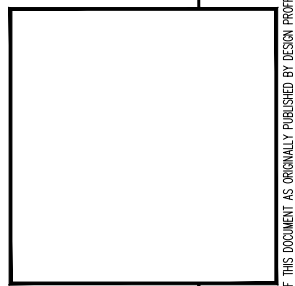
- MAINTENANCE DREDGING**
- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
 - APPROX. 45,618SQFT MANGROVES EXIST ON SITE. REMOVE APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.

- NOTES:**
- ESTIMATED DREDGE CUT VOLUME CALC.=10,697 CY (CONTRACTOR TO VERIFY)
 - AREA IS TO BE MAINTENANCE DREDGED, W/ A CLAM SHELL BUCKET ON AN EXCAVATOR MOUNTED TO A FLOATING BARGE, TO AN ELEVATION OF -6.68' MLW OR HARD BOTTOM. NO CAP ROCK OR HARD BOTTOM STRUCTURES TO BE REMOVED.
 - ALL MATERIAL IS TO BE DIRECTLY UNLOADED INTO SEALED CONTAINERS AND RELOCATED TO AN APPROVED ACOE/FDEP SITE.
 - ALL DATA FOR CROSS SECTIONS AND CUT VOLUMES RECEIVED FROM PRIOR FEMA DREDGING PERMIT DOCUMENTS RECEIVED DATED 10/18.
 - THE TYPICAL VESSEL SIZE THAT OPERATE IN THIS CANAL ARE LESS THAN 40' AND HAVE A DRAFT LESS THAN 3'
 - THE DREDGE MATERIAL IS EXPECTED TO PRIMARILY CONSIST OF SILT AND ORGANIC MATERIALS WITH A SMALL AMOUNT OF SAND AND CLAY.
 - NO CORAL, SEA GRASS, OR HARD BOTTOM IMPACTS ARE PROPOSED FOR THIS PROJECT.

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:
SUNRISE ISLE MARATHON, FL

CAMPBELL ENGINEERING CONSULTANTS LLC
William R. Campbell, P.E. License #: 79269
Email: will@cecfk.com CA/Reg #: 31437
Phone #: 305-735-4626

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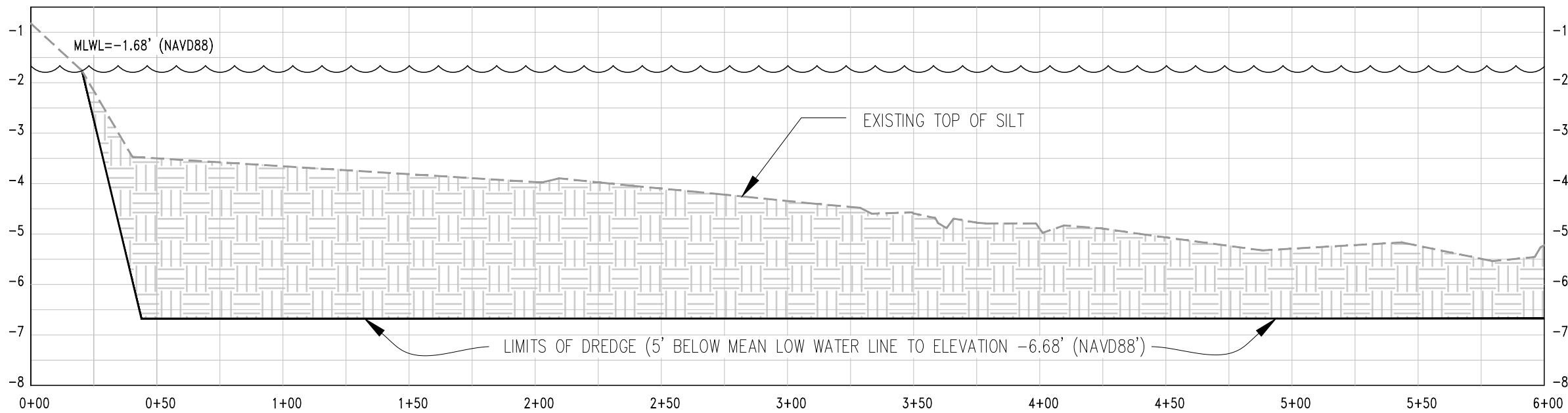
PROJECT #:
1688
Date:
MAY 6, 2020

SHEET 3 of 6
SHEET #
SP

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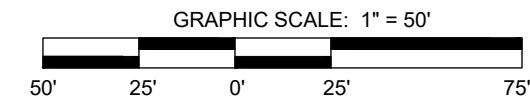
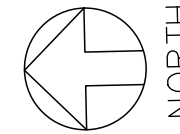


PLAN VIEW
SCALE: 1" = 50'



PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ALIGNMENT "A"
STA. 0+00 TO 6+00



Received
Electronically
May 13, 2020
South District



ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.



EXEMPT
File Number:
44-0387812-001

CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION:

SUNRISE ISLE
MARATHON, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC

William R. Campbell, P.E. License #: 79269
Email: will@cecflk.com CA/Reg #: 31437
Phone #: 305-735-4626

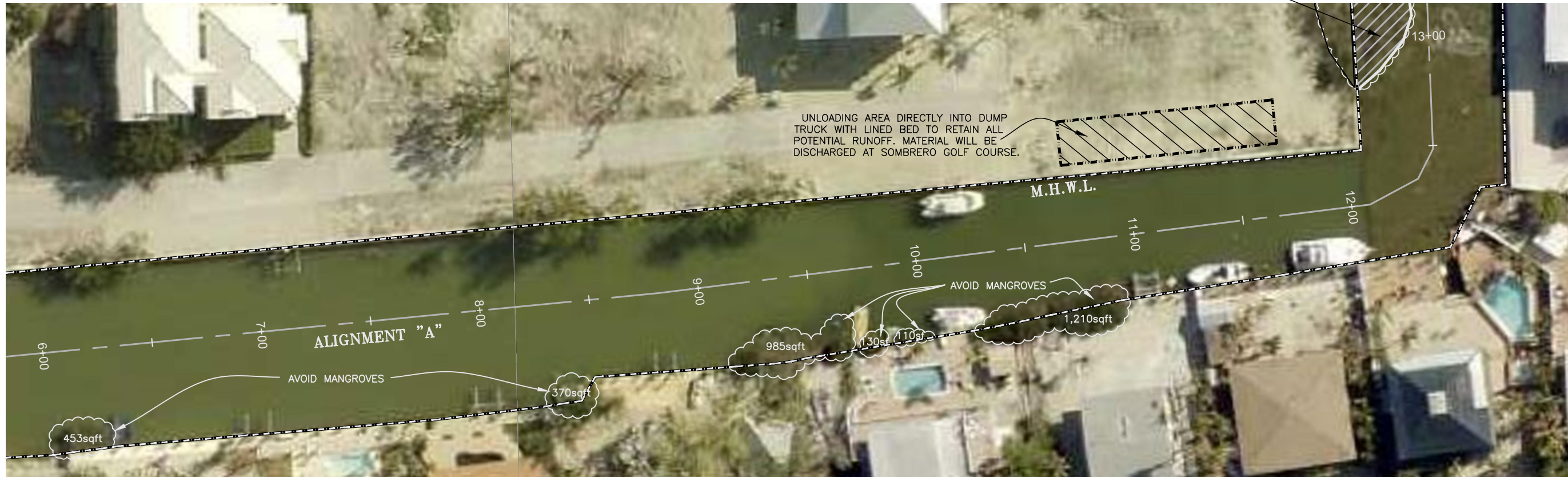
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DATED

PROJECT #:
1688
Date:
MAY 6, 2020

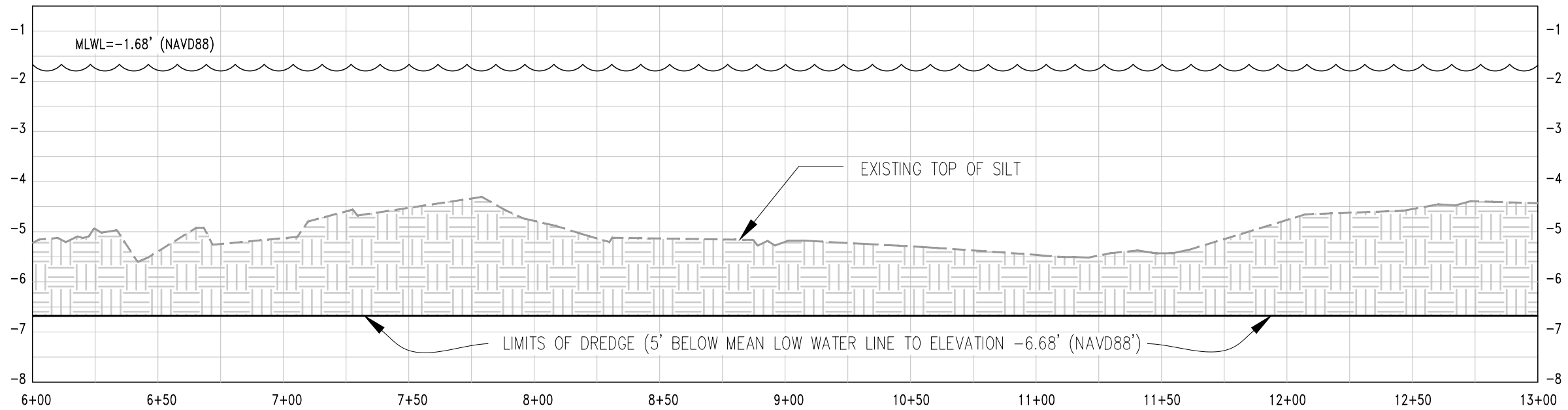
SHEET 4 of 6
SHEET #
S1

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HATCH DENOTES: REMOVAL OF 1,758sqft OVERGROWN MANGROVES AND MANGROVES ROOTS FOR NAVIGATION



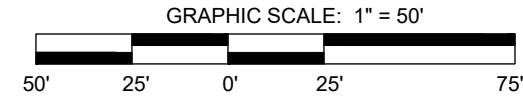
PLAN VIEW
SCALE: 1" = 50'



PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ALIGNMENT "A"
STA. 6+00 TO 13+00

ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.



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MARATHON, FL**

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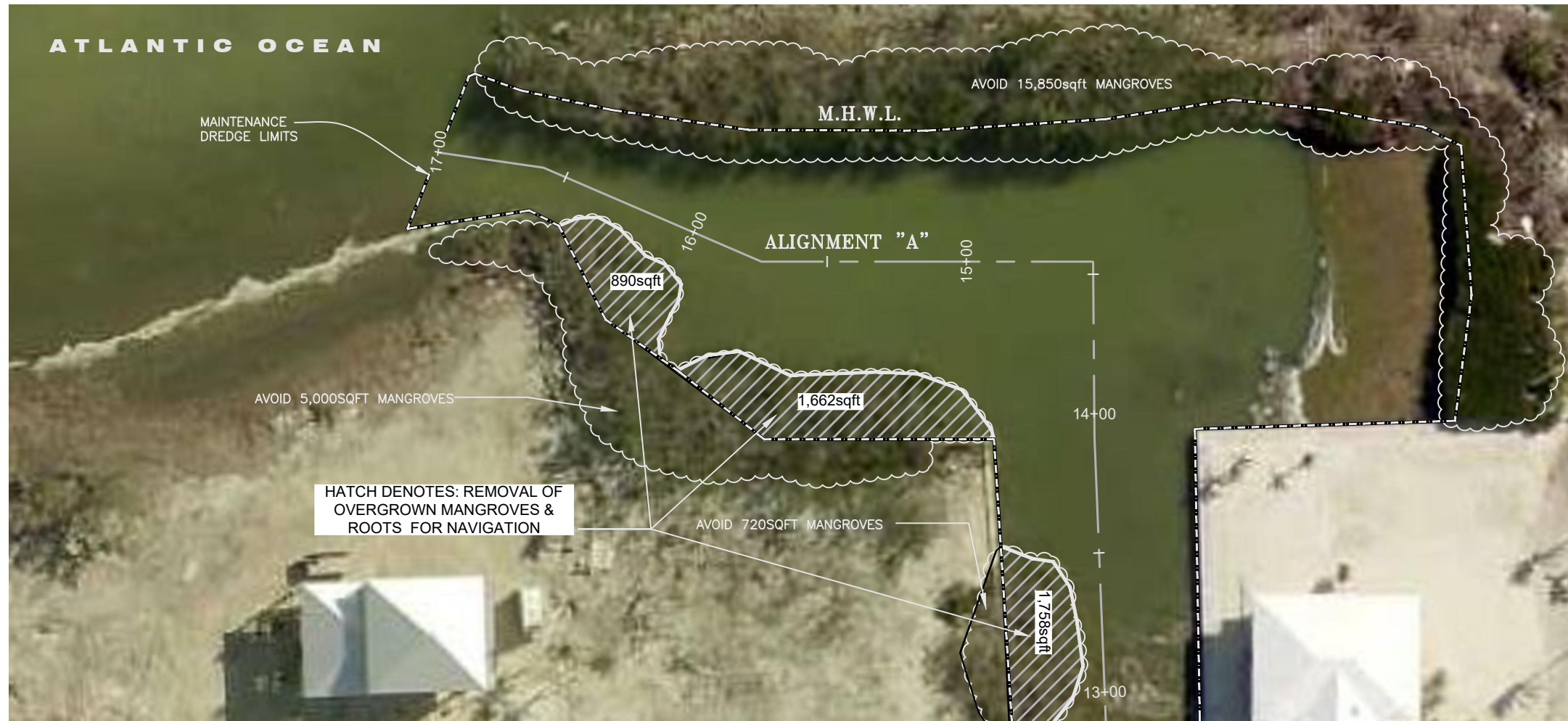
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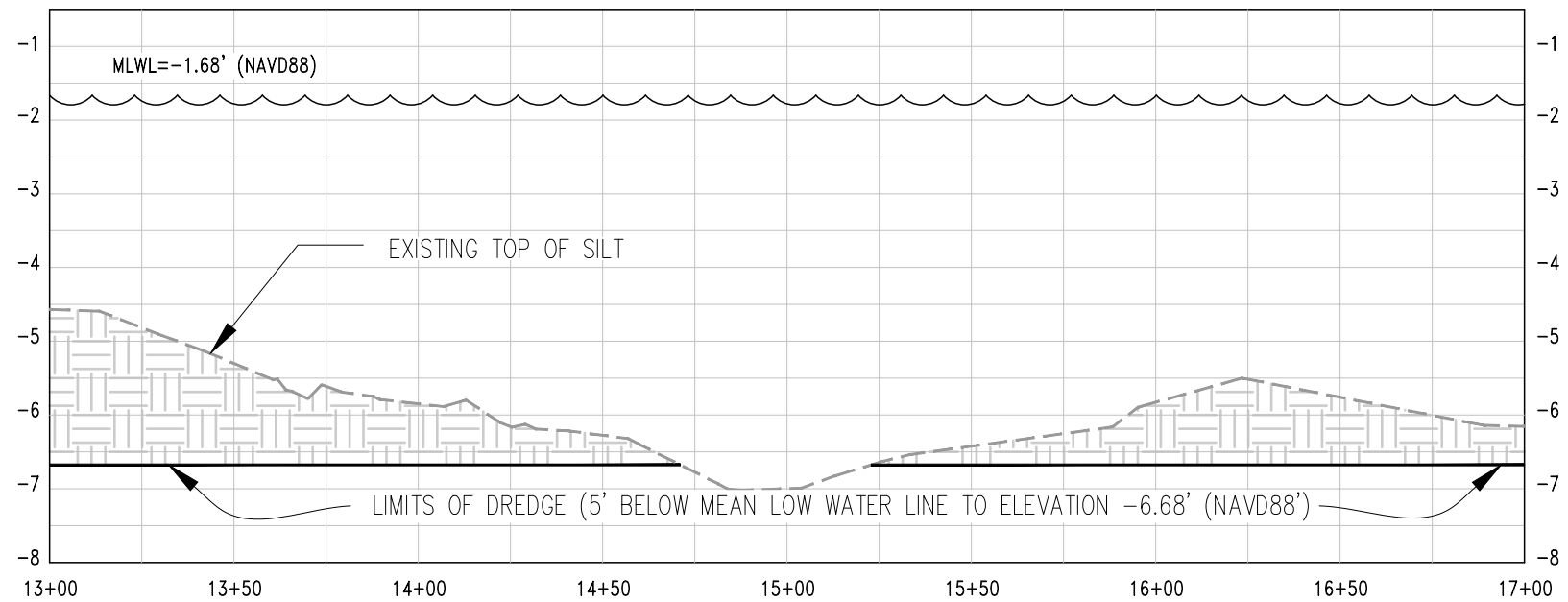
PROJECT #:
1688
Date:
MAY 6, 2020

SHEET 5 of 6
SHEET #
S2

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PLAN VIEW
SCALE: 1" = 50'

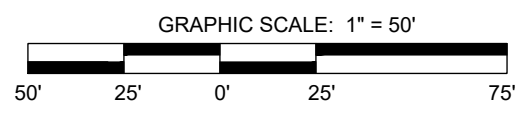
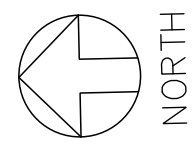


PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

Received
Electronically
May 13, 2020
South District

EXEMPT
File Number:
44-0387812-001

ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.



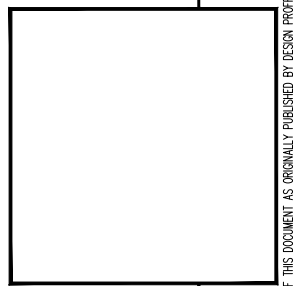
ALIGNMENT "A"
STA. 13+00 TO 17+00

CONSTRUCTION PROPOSED FOR
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MARATHON, FL**

CAMPBELL ENGINEERING
CONSULTANTS LLC
William R. Campbell, P.E. License #: 79269
Email: will@cecflk.com CA/Reg #: 31437
Phone #: 305-735-4626

PLANS ARE NOT VALID
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PROJECT #:
1688
Date:
MAY 6, 2020

SHEET 6 of 6
SHEET #
S3

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62-330.051 Exempt Activities.

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

(7) Maintenance and Restoration –

(a) Maintenance dredging under section 403.813(1)(f), F.S.

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

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. [379.2431](#)(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

COMMENCEMENT NOTIFICATION

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

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

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

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

2. **Permittee Information:** Name: _____

Email: _____

Address: _____

Phone: _____

3. **Date Authorized Work Started:** _____ **Completed:** _____

4. **Contact to Schedule Inspection:** Name: _____

Email: _____

Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____

7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

Dated 9/18/2019

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ- - (-)

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

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEEE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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

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

CAUTION: MANATEE HABITAT

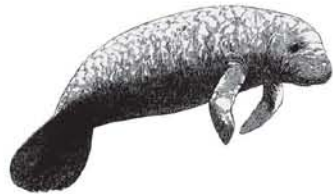
All project vessels

IDLE SPEED / NO WAKE

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

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



Project: SAJ-2019-00182 Monroe County Canal 257

Impacts :	Habitat type	Location and Landscape Support		Water Environment		Community Structure		Delta	Ft²	Acres	Functional Units Lost	Total Impact Acres
		before	after	before	after	before	after					
												0.0989
X1	Tidal	4	0	4	0	6	0	-0.5	4310.0	0.0989	-0.0462	
X2								0.0		0.0000	0.0000	Total Functional Units Lost
X3								0.0		0.0000	0.0000	
X4								0.0		0.0000	0.0000	
X5								0.0		0.0000	0.0000	
X6								0.0		0.0000	0.0000	-0.0462
X7								0.0		0.0000	0.0000	
X8								0.0		0.0000	0.0000	
X9								0.0		0.0000	0.0000	
X10								0.0		0.0000	0.0000	
									4310.0	0.0989		

Impacts :	Habitat type (seagrass only)	Location and Landscape Support		Water Environment		Community Structure		Delta	Ft²	Acres	Functional Units Lost	Total Impact Acres
		before	after	before	after	before	after					
												0.0000
Y1	Submerged							0.0		0.0000	0.0000	
Y2								0.0		0.0000	0.0000	Total Functional Units Lost
Y3								0.0		0.0000	0.0000	
Y4								0.0		0.0000	0.0000	
Y5								0.0		0.0000	0.0000	
Y6								0.0		0.0000	0.0000	0.0000
Y7								0.0		0.0000	0.0000	
Y8								0.0		0.0000	0.0000	
Y9								0.0		0.0000	0.0000	
Y10								0.0		0.0000	0.0000	



FLORIDA DEPARTMENT OF Environmental Protection

South District Branch Office
2796 Overseas Highway, Suite 221
Marathon, Florida 33050
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

June 5, 2020

Mr. Carl Pyatt
Sunrise Isle HOA
c/o Will Campbell
Campbell Engineering Consultants, LLC
5800 Overseas Highway, Suite 32
Marathon, Florida 33050
Will@cecflk.com

File No.: 0387812-001 EE, Monroe County

Dear Mr. Carl Pyatt:

On May 13, 2020, we received your request for verification of exemption to perform the following activities:

To maintenance dredge the southern portion of Sunrise Isle Canal #257, a man-made canal, Class III Waters, to a depth of -5 feet Mean Low Water, removing approximately 10,697 cubic yards of material adjacent, Section 14, Township 66 South, Range 32 East, Monroe County. The spoil shall be removed and deposited in uplands with the final spoil disposal location within uplands at Sombrero Beach Golf Course.

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

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

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

If you have any questions regarding this matter, please contact Travis Ferguson by telephone at (305) 289-7075 or by e-mail at Travis.Ferguson@floridadep.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(7)(a), Florida Administrative Code, and Section 403.813(1)(f) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

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

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. SPGP Review - NOT APPROVED

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

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

Additional Information

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

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-

3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Travis Ferguson
Environmental Specialist
South District Marathon Branch

Enclosures:

6 Project drawings
62-330.051(7)(a), F.A.C./403.813(1)(f), F.S.

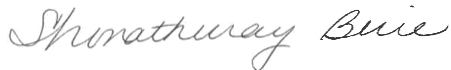
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

U.S. Army Corps of Engineers, Miami Office, SEAppls@usace.army.mil

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.



Clerk

June 5, 2020

Date

SITE DATA

SITE ADDRESS: SUNRISE ISLE, MARATHON, FL 33050
LEGAL DESC.: N/A
FLOOD ZONE: AE (EL 10')
LOT AREA: N/A
SETBACKS: FRONT 20', SIDE 10', BACK 20'
MAX BUILDING COVERAGE: N/A
MIN. OPEN SPACE: 20%
F.L.U.M.: RESIDENTIAL MEDIUM
ZONING: RESIDENTIAL MEDIUM



SUNRISE ISLE, MARATHON, FL



- ### DESIGN CODE
- 2017 FLORIDA BUILDING CODE, 6th EDITION, BUILDING, FBC
 - 2017 FLORIDA BUILDING CODE, 6th EDITION, RESIDENTIAL, FBC-R
 - 2017 FLORIDA MECHANICAL CODE FBC-M
 - 2014 NATIONAL ELECTRICAL CODE, NEC 2014
 - 2017 FLORIDA PLUMBING CODE, FBC-P
 - 2017 FLORIDA FUEL GAS CODE, 6th EDITION, FFPC
 - FLORIDA FIRE PREVENTION CODE, FBC-FG
 - NATIONAL FIRE PROTECTION ASSOCIATION, NEBA

DESIGN DATA

DESIGN LOADS (MINIMUM):

A.	ROOF DEAD LOAD	17 PSF (METAL)
B.	ROOF LIVE LOAD	20 PSF
C.	DEAD LOAD FOR UPLIFT CALCULATION	7PSF
D.	FLOOR DEAD LOAD (WOOD FRAMING)	20 PSF
E.	FLOOR DEAD LOAD (12" CONCRETE)	150 PSF
F.	FLOOR LIVE LOAD (LIVING AREAS)	40 PSF
G.	FLOOR LIVE LOAD (BALCONY AREAS)	60 PSF
H.	STAIRS LIVE LOAD	60 PSF AND 300 LBS NON-CONCURRENT
I.	GUARD RAILS/HANDRAILS	200 LBS

WIND DESIGN SPECIFICATIONS:

A.	BUILDING OCCUPANCY CATEGORY	II
B.	CONSTRUCTION TYPE	V-B
C.	OCCUPANCY CLASSIFICATION	RESIDENTIAL
D.	WIND SPEED	
	a.) ULTIMATE (LRFD) =	180 MPH
	b.) ALLOWABLE (ASD)=	140 MPH
E.	WIND EXPOSURE CATEGORY	D
F.	ENCLOSURE CLASSIFICATION	ENCLOSED
G.	INTERNAL PRESSURE COEFFICIENT	+/- 0.18
H.	WIND-BORNE DEBRIS AREA	YES
I.	REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA	
J.	STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE	

SITE KEY PLAN
N.T.S.

DRAWING INDEX

CS	PROJECT INFORMATION
GN	GENERAL NOTES
SP	SITE PLAN
S1	ALIGNMENT STA. 0+00 TO 6+00
S2	ALIGNMENT STA. 6+00 TO 13+00
S3	ALIGNMENT STA. 13+00 TO 17+00

PROPOSED SCOPE OF WORK

MAINTENANCE DREDGING

- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
- APPROX. 45,618SQFT MANGROVES EXIST ON SITE. TRIM APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.

COVER SHEET

ABBREVIATIONS

A.B.	Anchor Bolt	F.G.	Fixed Glass	Plt Ht.	Plate Height
Abv.	Above	Flr.	Floor	Plt Sh.	Plant Shelf
A/C	Air-Conditioner	Fnd.	Foundation	PSF	Pounds per square foot
Adj.	Adjustable	Flr. Sys.	Floor System	P.T.	Pressure Treated
A.F.F.	Above Finished Floor	F/P	Fireplace	Pwd.	Powder Room
A.H.U.	Air Handler Unit	Ft.	Foot / Feet	Rad.	Radius
ALT.	Alternate	Ftg.	Footing	Ref.	Refrigerator
B.C.	Base Cabinet	F.V.	Field Verify	Req'd.	Required
B.F.	Bifold Door	FX	Fixed	Rm.	Room
B.F.F.	Below Finished Floor	Galv.	Galvanized	Rnd.	Round
Bk Sh	Book Shelf	G.C.	General Contractor	R & SH	Rod and Shelf
Bm.	Beam	G.F.I.	Ground Fault Interrupter	SD.	Smoke Detector
BOT.	Bottom	G.T.	Girder Truss	S.F.	Square Ft.
B.P.	Bypass door	Hdr.	Header	Sh.	Shelves
Brg.	Bearing	Hgt.	Height	SH	Sheet
Clr.	Circle	HB	Hose Bibb	SL	Side Lights
Cig.	Ceiling	Int.	Interior	S.P.F.	Spruce Pine Fir
Col.	Column	K/Wall	Kneewall	Sq.	Square
Comp.	A/C Compressor	K.S.	Knee Space	S.Y.P.	Southern Yellow Pine
C.T.	Ceramic Tile	Laun.	Laundry	Temp.	Tempered
D	Dryer	Lav.	Lavatory	Thik'n.	Thicken
Dec.	Decorative	L.F.	Linear Ft.	T.O.B.	Top of Block
Ded.	Dedicated Outlet	L.T.	Laundry Tub	T.O.M.	Top of Masonry
Dbl.	Double	Mas.	Masonry	T.O.P.	Top of Plate
Dia.	Diameter	Max.	Maximum	Trans.	Transom Window
Disp.	Disposal	M.C.	Medicine Cabinet	Typ.	Typical
Dist.	Distance	Mfgr.	Manufacturer	UCL	Under Cabinet Lighting
D.S.	Drawer Stack	Micr.	Microwave	U.N.O.	Unless Noted Otherwise
D.V.	Dryer Vent	Min.	Minimum	VB	Vanity Base
D.W.	Dishwasher	M.L.	Microlam	Vert.	Vertical
Ea.	Each	Mir.	Mirror	V.L.	Versalam
E.W.	Each Way	Mono	Monolithic	V.P.	Vapor Protected
Elev.	Elevation	N.T.S.	Not to Scale	VTR	Vent through Roof
Ext.	Exterior	Opn'g.	Opening	W	Washer
Exp.	Expansion	Opt.	Optional	w/	With
F.B.C.	Florida Bldg. Code	Pc.	Piece	W.C.	Water Closet
F.B.C.R.	Florida Bldg. Code Resid.	Ped.	Pedestal	W.A.	Wedge Anchor
F.F.	Finished Floor	P.L.	Parallam	Wd.	Wood
		PLF	Pounds per linear foot	WP	Water Proof

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION:
SUNRISE ISLE MARATHON, FL

CAMPBELL ENGINEERING CONSULTANTS LLC
 William R. Campbell, P.E. License #: 79269
 Email: will@cecflk.com CA/Reg #: 31437
 Phone #: 305-735-4626

PLANS ARE NOT VALID UNLESS SIGNED AND DATED

PROJECT #:
1688

Date:
MAY 6, 2020

SHEET 1 of 6
SHEET #
CS

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General Notes

General Requirements

1. Prior to starting any work the Contractor shall review these plans and site conditions and notify the Engineer if any discrepancies are discovered or conflicts with these plans, specifications, or dimensions which affect the execution of construction or safety .
2. This set of plans is solely intended to be utilized for construction at the specified location.
3. The Contractor shall not scale the drawings and shall request additional information required for construction from the Engineer of Record.
4. The Contractor shall be responsible for calling Sunshine Utility Locate Service prior to performing any construction activities in any areas which underground utilities may be present. The Engineer of Record shall not be responsible for providing the location of utilities.
5. The Engineer of Record is not responsible for the supervision of the Contractor nor their employees during the construction.
6. The Contractor is responsible for providing and implementing the means and methods for the construction process and perform all works in conformance with the standards and requirements of the 2017 Florida Building Code, manufacturer's recommendations, local county and city codes and ordinances, and specifications referenced within these plans.
7. Quality of the work must meet or exceed the industry standard practices.
8. Any deviations from these plans shall be reviewed and approved by the Engineer of Record.
9. Contractor is responsible for all means and methods as required. The contractor is responsible for the safety of all personnel entering the designated working area.
10. The Contractor shall coordinate their work with all other trades in order to avoid scheduling conflicts.
11. The Engineer of Record certifying this document shall not be held liable for any financial or time related damages including but not limited to damages to the structure, personnel, time related delays, and structural issues that result from the construction in accordance with the applicable specifications of this certified document. The Contractor shall notify the Engineer of Record if any conditions or issues arise that do not adhere to the details specified.

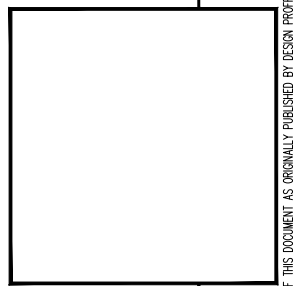


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SHEET 2 of 6
SHEET #
GN

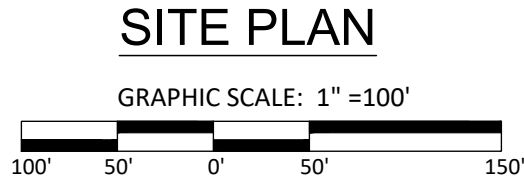
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PROPOSED SCOPE OF WORK

MAINTENANCE DREDGING

- MAINTENANCE DREDGE 144,407SQFT/10,697CYDS IN AREA SPECIFIED PER PLAN
- APPROX. 45,618SQFT MANGROVES EXIST ON SITE. REMOVE APPROX. 4,310SQFT OF OVERGROWN MANGROVES THAT ENCROACH CANAL NAVIGABILITY WHICH WILL BE IMPACTED.



NOTES:

- ESTIMATED DREDGE CUT VOLUME CALC.=10,697 CY (CONTRACTOR TO VERIFY)
- AREA IS TO BE MAINTENANCE DREDGED, W/ A CLAM SHELL BUCKET ON AN EXCAVATOR MOUNTED TO A FLOATING BARGE, TO AN ELEVATION OF -6.68' MLW OR HARD BOTTOM. NO CAP ROCK OR HARD BOTTOM STRUCTURES TO BE REMOVED.
- ALL MATERIAL IS TO BE DIRECTLY UNLOADED INTO SEALED CONTAINERS AND RELOCATED TO AN APPROVED ACOE/FDEP SITE.
- ALL DATA FOR CROSS SECTIONS AND CUT VOLUMES RECEIVED FROM PRIOR FEMA DREDGING PERMIT DOCUMENTS RECEIVED DATED 10/18.
- THE TYPICAL VESSEL SIZE THAT OPERATE IN THIS CANAL ARE LESS THAN 40' AND HAVE A DRAFT LESS THAN 3'
- THE DREDGE MATERIAL IS EXPECTED TO PRIMARILY CONSIST OF SILT AND ORGANIC MATERIALS WITH A SMALL AMOUNT OF SAND AND CLAY.
- NO CORAL, SEA GRASS, OR HARD BOTTOM IMPACTS ARE PROPOSED FOR THIS PROJECT.

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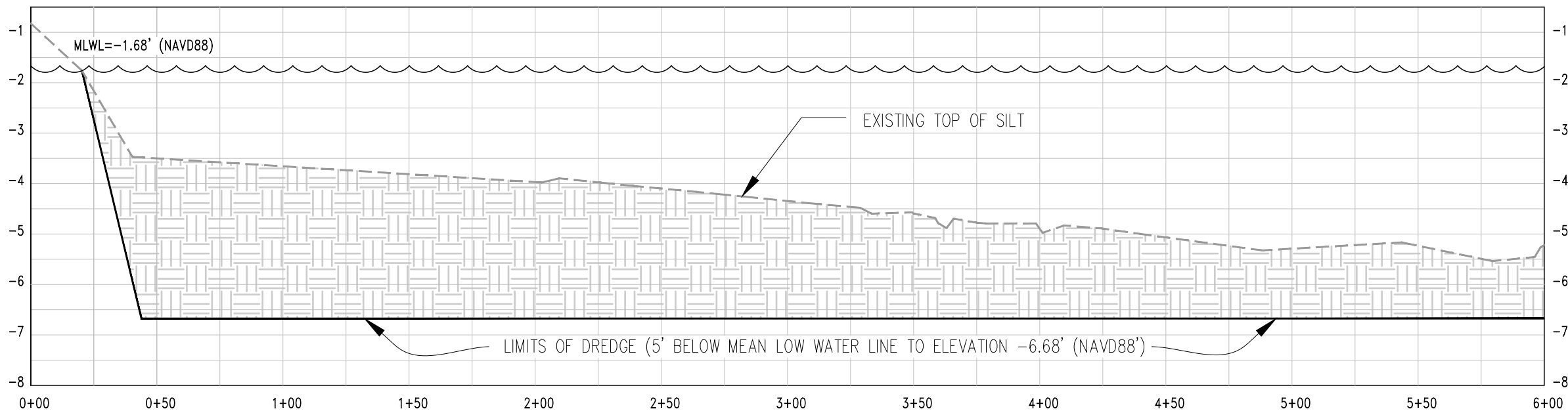
SHEET 3 of 6

SHEET #
SP

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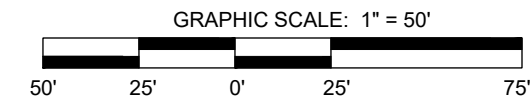
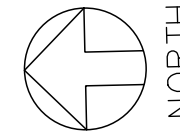


PLAN VIEW
SCALE: 1" = 50'



PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ALIGNMENT "A"
STA. 0+00 TO 6+00



Received
Electronically
May 13, 2020
South District



ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.



EXEMPT
File Number:
44-0387812-001

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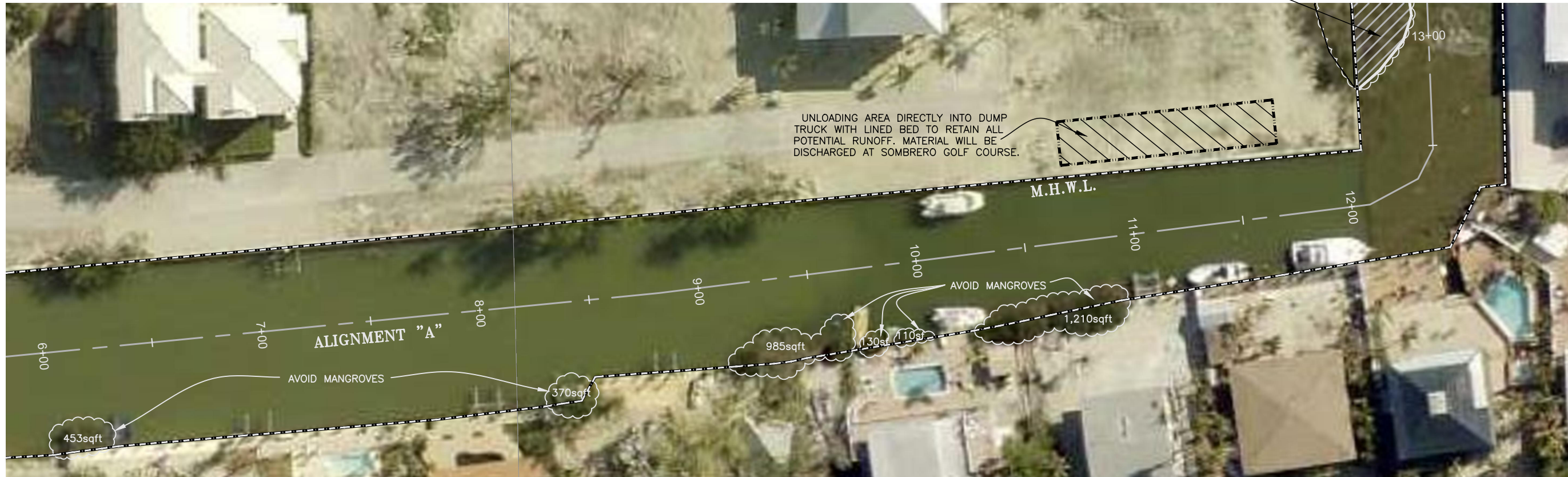
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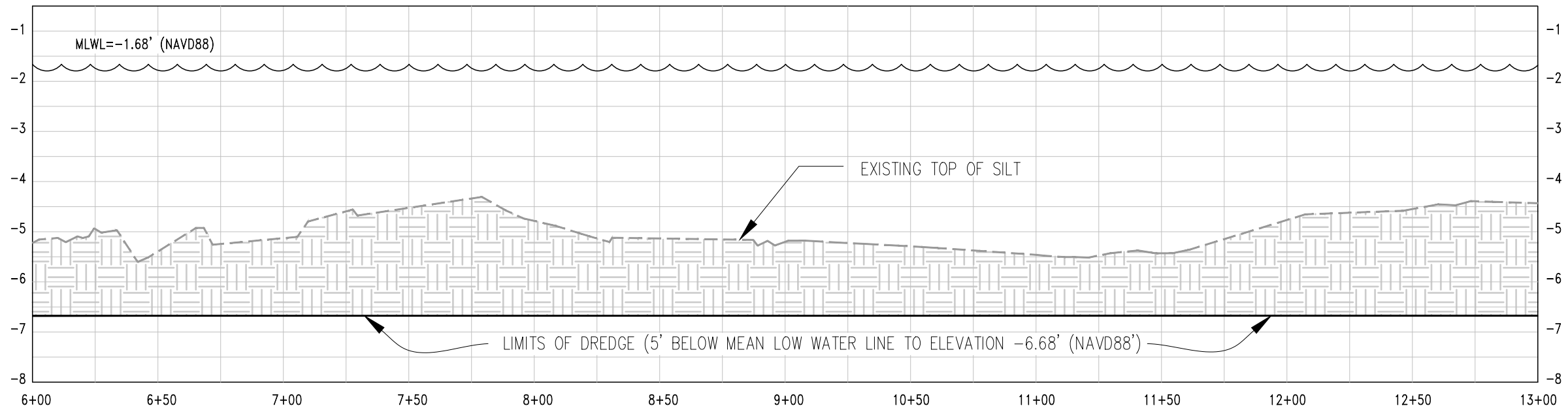
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SHEET #
S1

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HATCH DENOTES: REMOVAL OF 1,758sqft OVERGROWN MANGROVES AND MANGROVES ROOTS FOR NAVIGATION



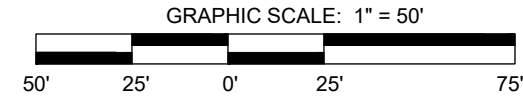
PLAN VIEW
SCALE: 1" = 50'



PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

ALIGNMENT "A"
STA. 6+00 TO 13+00

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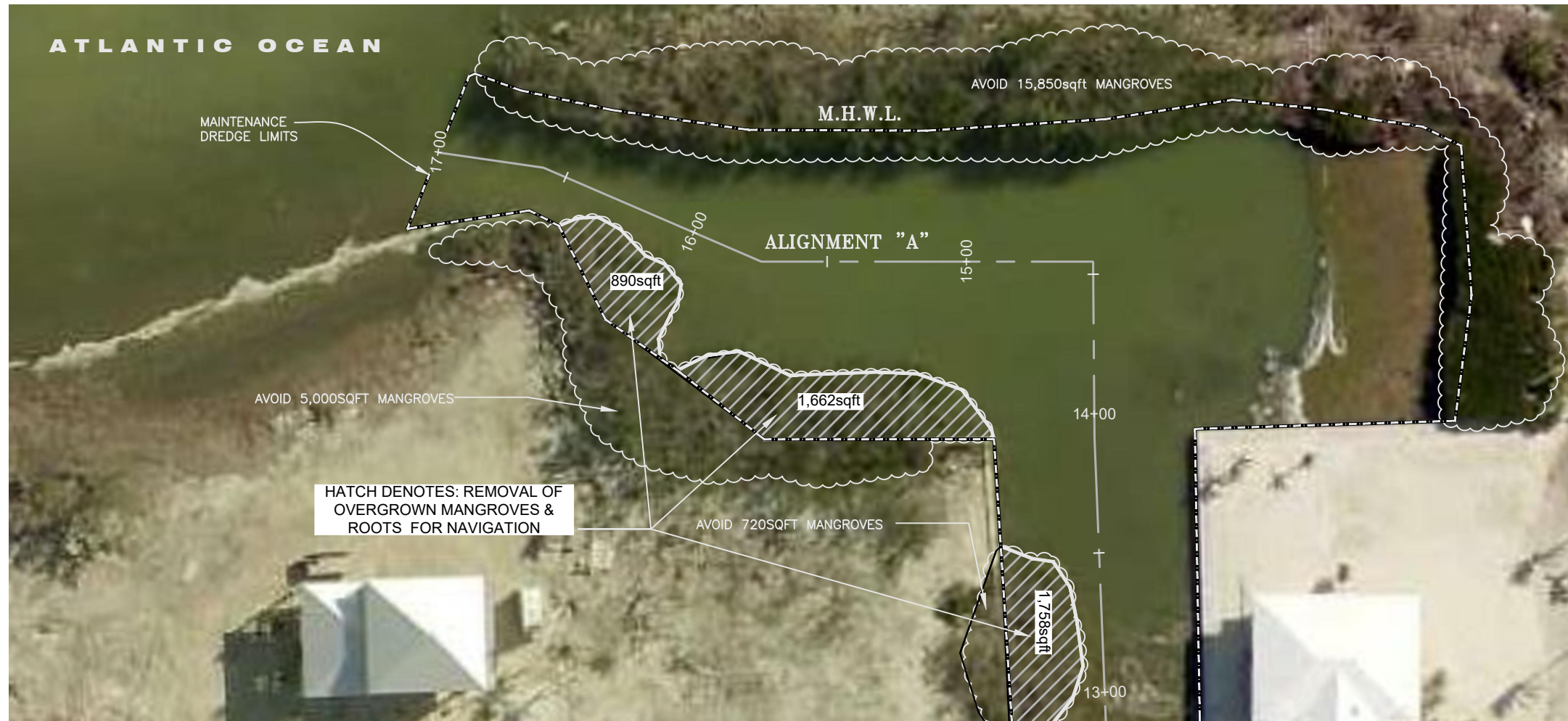
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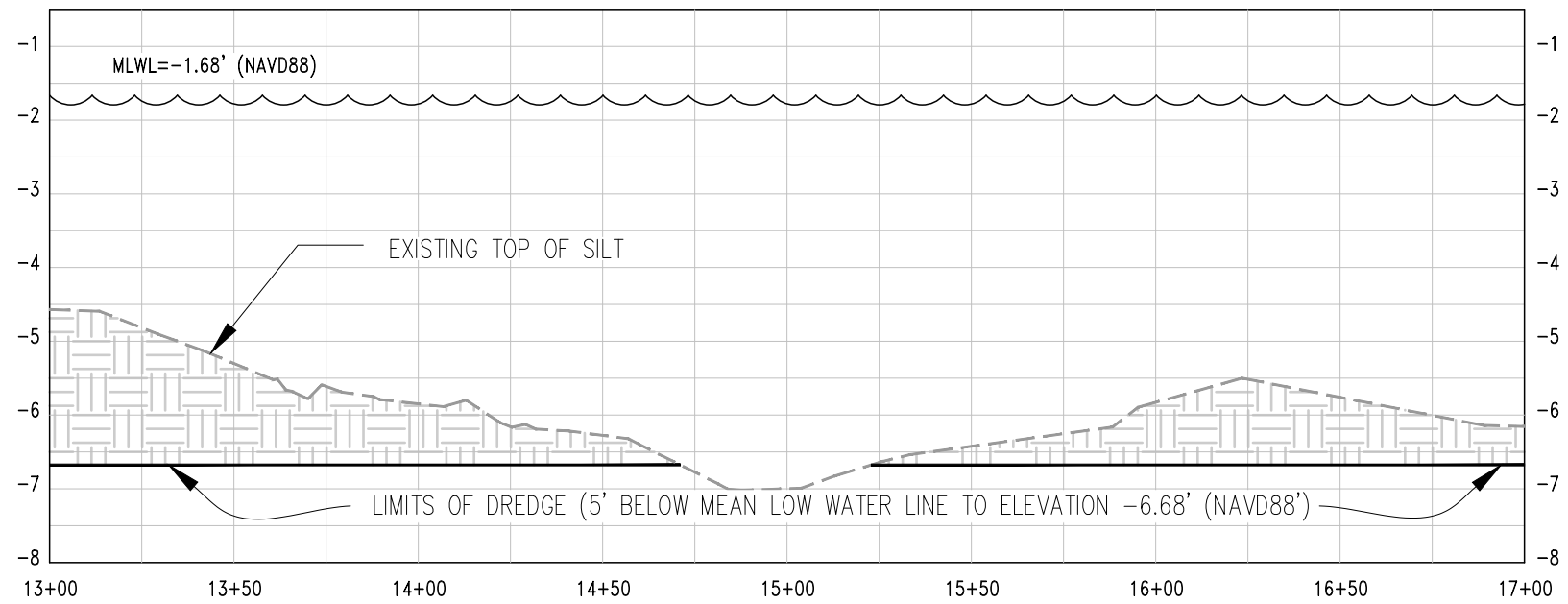
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S2

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PLAN VIEW
SCALE: 1" = 50'

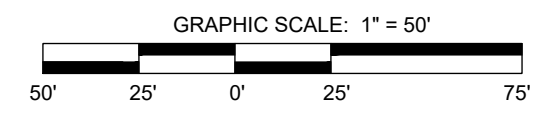
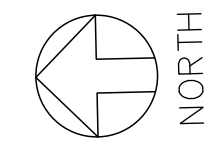


PROFILE VIEW
SCALE: 1" = 50' HORIZ.
SCALE: 1" = 2.5' VERT.

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Electronically
May 13, 2020
South District

EXEMPT
File Number:
44-0387812-001

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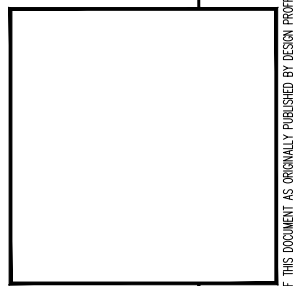
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SHEET 6 of 6
SHEET #
S3

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62-330.051 Exempt Activities.

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

(7) Maintenance and Restoration –

(a) Maintenance dredging under section 403.813(1)(f), F.S.

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

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. [379.2431](#)(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.