

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: M-258C
(W.C.I.N.D.)

DATE: 2011-2012
(FISCAL YEAR)

1. AGENCY: Manatee County Public Safety

CONTACT PERSON: Bill Hutchison

CONTACT ADDRESS: 2101 47th Terrace E. Bradenton, FL 34203

PHONE: 941-749-3511 EMAIL: bill.hutchison@mymanatee.org

2. TYPE OF PROJECT: Navigation Improvement

3. PROJECT TITLE: Coquina Bayside Spoil Removal

4. PROJECT LOCATION: Coquina Bayside

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

For disposal of dredged spoil temporarily stored at Coquina Bayside Park (loading and trucking cost). This material is sand and rock and a small amount of dirt remaining from dredging of Longboat Pass which has been temporarily stored at Coquina Bayside Park. Some of this material has been previously used in the development of Coquina Bayside Park and in the newly completed Marine Rescue building site. The remaining material does not have a useful purpose in the foreseeable future (the next four years) and needs to be removed as current conditions constitute potential attractive nuisance for the patrons of Bayside Park.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: NA STATUS:

7. ESTIMATED COMPLETION DATE: September 30, 2012

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP--Attached

B. SITE DEVELOPMENT PLAN--NA

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED: \$50,000

10. LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. (ACCORDING TO SECTION 374.976 FS AND RULE 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.)

SOURCE: NA

AMOUNT:

11. ESTIMATED TOTAL PROJECT COST: \$50,000

12. SUB-APPLICANT AGENT:

Signature: NA

Date: _____

13. APPLICANT IDENTIFICATION: MANATEE COUNTY, FLORIDA

LIAISON AGENT: Charlie Hunsicker, Director, Natural Resources

APPOINTED REPRESENTATIVE OF: MANATEE COUNTY,
BOARD OF COUNTY COMMISSIONERS

ADDRESS: P.O. Box 1000

Bradenton, FL 34206

TELEPHONE NO: 941-748-4501, ext 4601

SIGNATURE: Charlie Hunsicker

DATE: 11/08/11



Sand pile at Coquina

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT AGREEMENT

Contract No. M-258C (Applicant)

Approval Date: January 13, 2012 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and the Manatee County Board of County Commissioners, hereinafter referred to as the "COUNTY," in pursuant of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions.

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Public Safety Department Disposal of Dredge Material WCIND Project No. M-258C in accordance with the following project elements:

Removal of dredged material stored at Coquina Bayside Park.

3. The COUNTY agrees to begin the project within six (6) months after the approval date of this Agreement and shall complete the project on or before 365 days after the approval date. If the project is not completed within this time, WCIND shall withhold further payment and deny any further requests for project approvals until the project has been completed.

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$50,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C. , WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

6. The COUNTY shall retain all records supporting project costs for three (3) years after the end of the fiscal year in which the final program payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three year-record retention period.

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

8. If it becomes necessary for WCIND to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to WCIND within sixty (60) days, with interest from date of receipt through date of return of the funds at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Administration Pool. If not returned within sixty days, the COUNTY understands and agrees that any further COUNTY requests for funding as to this or any other project under WCIND administration shall be denied until the funds have been returned.

9. Following receipt of an audit report identifying any reimbursement due WCIND, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

10. In the event the COUNTY elects to implement a user fee system for any public facilities funded in whole or in part by WCIND funds under the WCIND Waterway Development program, the COUNTY agrees to impose such fees uniformly among the users regardless of race, sex, age, religion or the political jurisdiction in which the user may reside.

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes.

15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

16. This Agreement shall become effective on the date of the signature of the Chairman or Vice-Chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

WEST COAST INLAND NAVIGATION DISTRICT

BY: [Signature]

Chairman

Title

DATE: 1-13-12

Attest:

[Signature]

Attest: R.B. "CHIPS" SHORE
CLERK OF THE CIRCUIT COURT

BY: [Signature]
Deputy Clerk

COUNTY OF: MANATEE

BY: [Signature]
CAROL WHITMORE, Chairman

DATE: 11/21/11



EXHIBIT "A"
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND'S equity in the asset will be refunded in the same proportion as WCIND'S participation in the cost based on the current market value or proceeds from sale.

Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

Each county must certify that matching funds requirements were met as per the application when they request payment.

EXHIBIT "C"

**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND
RECREATION**

LAW ENFORCEMENT – 100%

All funds must be used for waterway law enforcement.

Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.

All equipment purchased by competitive bid or as specified by each county.

The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested. (June 2009 amended by WCIND Board.)

Activity reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS – 100%

Projects must directly improve navigation of District waters.

Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS – 100%

Must directly relate to waters of the District.

Curriculum must be established via in-house classroom and/or field trip class instruction.

The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.

Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED

Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.

Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.

Funds can be used for fire/rescue equipment, specifically for use in waters of the District.

Funds may not be used for the operation and maintenance of equipment nor facilities.

Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.

Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION – 50% MATCH FUNDED

Funds may be used to construct boat ramps.

Funds may be used to rehabilitate boat ramps.

Funds may be used for marine recreation parks usable by boaters and nonboaters.

Funds may be used for spoil island and spoil area restoration affording boater recreation.



Sand Pile at Marine Rescue Bldg

Bill Hutchison to: Charlie Hunsicker

11/02/2011 11:24 AM

Cc: Jay Moyles, "John Hagaman", Charlie Bishop

Charlie, the day will come one day soon when Marine Rescue and the SO will need to expand the fenced in area that protects infrequently used vehicles and boat trailers. While there is no identified or funded project at this point in time, when that space is needed, we would not want to have to deal with the issue of that sand pile -- we would want to proceed with the project without that encumbrance. Consequently, can you please use your resources and have that sand removed? I know Jay has an idea for a berm extension on the south side of the current berm and it is fine if enough is left to accomplish his needs, but the rest is a nuisance and an eyesore. Thanks

Bill Hutchison
Director of Public Safety
941-749-3511 office
941-928-4141 cell

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	West Coast Inland Navigation District	TYPE AGENDA ITEM	Consent
DATE REQUESTED	November 21, 2011	DATE SUBMITTED/REVISED	November 8, 2011
BRIEFINGS? Who?	All Commissioners	CONSEQUENCES IF DEFERRED	None
DEPARTMENT/DIVISION	Natural Resources	AUTHORIZED BY TITLE	Charlie Hunsicker, Director <i>Charlie Hunsicker</i>
CONTACT PERSON TELEPHONE/EXTENSION	Maggie Marr/ x4635	PRESENTER/TITLE TELEPHONE/EXTENSION	Charlie Hunsicker, Director Natural Resources/ x 4601
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	

ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
Approval of submission of West Coast Inland Navigation District funding request in the amount of \$50,000 for disposal of dredge material temporarily staged on the Bayside Park side of Coquina Beach on the southside of the Marine Resources Building and authorization for the Chairman to execute WCIND Agreement.

ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy
Chapter 374 Florida Statutes - West Coast Inland Navigation District; Rule 66A-2 Florida Administrative Code

BACKGROUND/DISCUSSION
See page 2

COUNTY ATTORNEY REVIEW APPROVED IN OPEN SESSION	
Check appropriate box	NOV 21 2011
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
X	NOT REVIEWED (No apparent legal issues.)
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
WCIND application with site map WCIND Agreement 11/02/2011 email from Bill Hutchison to Charlie Hunsicker		Return two executed copies of Agreement to Maggie Marr, for submittal to WCIND . Please send copy of approved agenda and backup material to Judy.Moree@manateeclerk.com <i>[Signature]</i> 11/21/11	
COST:	WCIND: \$ 50,000	SOURCE (ACCT # & NAME):	WCIND
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	

Manatee County is authorized by Rule 66A-2, Florida Administrative Code, to approve and administer waterway projects as a member of WCIND. The following funding categories have been established for WCIND funded projects: Navigation Improvement, Law Enforcement, Environmental Education, Boating Recreation and Boating Safety and Education. The following project qualifies under the Navigation Improvement Program.:

Manatee County Public Safety Department: \$50,000 - For disposal of dredged spoil temporarily stored at Coquina Bayside Park (loading and trucking cost). This material is sand and rock and a small amount of dirt remaining from dredging of Longboat Pass which has been temporarily stored at Coquina Bayside Park. Some of this material has been previously used in the development of Coquina Bayside Park and in the newly completed Marine Rescue building site. The remaining material does not have a useful purpose in the foreseeable future (the next four years) and needs to be removed as current conditions constitute potential attractive nuisance for the patrons of Bayside Park, and takes up space identified by the Public Safety Department as needed for secured parking of County vehicles and equipment. (See attached memo dated 11/02/11 and site map with the application). WCIND funds can be used to accomplish the permanent disposal of this dredged spoil material temporarily staged at Coquina Bayside Park by transport of the surplus dredged spoil to an upland location. The Natural Resources Department has indicated that it can accept the material for fill to create scrub habitat at Perico Preserve as part of a SWFWMD approved restoration plan.

This project will be presented to the WCIND Board at their January 13, 2012 meeting.

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. M-258C (Applicant)

Approval Date: January 13, 2012 (WCIND Board)

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WEST COAST INLAND NAVIGATION DISTRICT

BY: _____

Title

DATE: _____

COUNTY OF: MANATEE

BY: 
CAROL WHITMORE, Chairman

DATE: 11/21/11

Attest:

Attest: R.B. "CHIPS" SHORE
CLERK OF THE CIRCUIT COURT

BY: 
Deputy Clerk

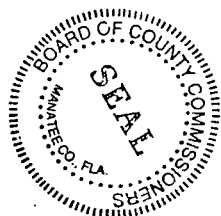


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Funds may be used for spoil island and spoil area restoration affording boater recreation.