PSJ

CR-3 <u>23-0537</u>

Resolution Accepting a Grant from Florida Department of Agriculture and Consumer Services, Florida Forest Service Division in the amount of \$25,000 and Authorizing the City Manager to Execute any and all Agreements and Documents Necessary and Incidental thereto - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

RBD CR-4 23-0623

Resolution Authorizing the Execution of a Sovereignty Submerged Land Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 061230996 - North New River Canal - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

RMH CR-5 23-0625

Resolution Accepting Grant Funds from the United States Department of Homeland Security, Urban Area Security Initiative, State of Florida Division of Emergency Management through the City of Miami, FY 2022 Urban Area Security Initiative (UASI), for \$454,516 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

KCM CR-6 23-0669

Resolution Amending Resolution No. 23-123 to Clarify the Manner of Membership Appointment and Term of Appointment to the Homeless Advisory Committee - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

LS CR-7 23-0648

Resolution appointing the law firm of Greenberg Traurig, P.A. as Special Counsel in connection with Financing for the design and construction of the New Federal Courthouse Parking Garage - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis



#23-0623

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Greg Chavarria, City Manager

DATE:

July 5, 2023

TITLE:

Resolution Authorizing the Execution of a Sovereignty Submerged Land Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 061230996 – North New River

Canal - (Commission District 4)

Recommendation

Staff recommends the City Commission approve the execution of a Sovereignty Submerged Land Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the purposes of acquiring the use of sovereign lands solely for the continued operation and maintenance of a subaqueous water main crossing the North New River Canal.

Background

The City owns and operates a 12-inch diameter ductile iron water main which runs south under the North New River Canal and conveys water to the City of Davie Master Meter. This forcemain was constructed in 1988 and the Submerged Land Easement that was signed at that time has expired. The proposed Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is necessary for the continued operation and maintenance of the existing water main beneath the North New River Canal.

Resource Impact

There is no fiscal impact to the City associated with this item.

Strategic Connections

This item is a 2022 Top Commission Priority, advancing the Infrastructure and Resiliency initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

07/05/2023 CAM # 23-0623

Page 1 of 2

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 2: Develop and maintain an adequate wastewater collection and treatment system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.

Attachments

Exhibit 1 - Sovereignty Submerged Lands Easement

Exhibit 2 - Resolution

Prepared by: Jason Snifeld, Senior Assistant to the Director, Public Works

Department Director: Alan Dodd, P.E., Public Works

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 38619
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. <u>27978</u> BOT FILE NO. <u>061230996</u>

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to <u>City of Fort Lauderdale</u>, a <u>Florida municipal corporation</u>, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 19, Township 50 South, Range 42 East, in North New River Canal, Broward County, Florida, as is more particularly described and shown on Attachment A, dated November 18, 1986.

TO HAVE THE USE OF the hereinabove described premises for a period of <u>50</u> years from <u>April 18, 2017</u>, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

- 1. <u>USE OF PROPERTY</u>: The above described parcel of land shall be used solely for a <u>subaqueous water main crossing</u>. All of the foregoing subject to the remaining conditions of this easement.
- 2. <u>EASEMENT CONSIDERATION</u>: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.
- 3. <u>WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND</u>: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
- 4. <u>RIGHTS GRANTED</u>: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
- 5. <u>DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:</u> Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

- 6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
- 7. <u>RIGHT TO INSPECT</u>: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
- 8. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS</u>: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 9. <u>ASSIGNMENT OF EASEMENT</u>: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.
- 10. <u>TERMINATION</u>: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Ft Lauderdale, Florida City Hall 100 North Andrews Avenue Fort Lauderdale, Florida 33301

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

- 11. <u>TAXES AND ASSESSMENTS</u>: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.
- 12. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 13. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

- 14. <u>AMENDMENT/MODIFICATIONS</u>: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.
- 15. <u>USACE AUTHORIZATION</u>: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.
- 16. <u>ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS</u>: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.
- 17. <u>UPLAND RIPARIAN PROPERTY INTEREST</u>: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(63), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

BOARD OF TRUSTEES OF THE INTERNAL WITNESSES: IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL) Original Signature BY: Brad Richardson, Chief, Bureau of Public Land Administration, Print/Type Name of Witness Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Original Signature Print/Type Name of Witness "GRANTOR" STATE OF FLORIDA **COUNTY OF LEON** The foregoing instrument was acknowledged before me by means of physical presence this day of , by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me. PPROVED SUBJECT TO PROPER EXECUTION: Notary Public, State of Florida 12/2/2022 Date Printed, Typed or Stamped Name My Commission Expires: Commission/Serial No.

IN WITNESS WHEREOF, the Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:	City of Fort Lauderdale, a Florida municipal corporation (SEAL)
Original Signature	Original Signature of Executing Authority
Typed/Printed Name of Witness	Dean J. Trantalis Typed/Printed Name of Executing Authority
Original Signature Rebecca McClam	Mayor Title of Executing Authority BY:
Typed/Printed Name of Witness	Original Signature of Executing Authority Greg Chavarria Typed/Printed Name of Executing Authority
	City Manager Title of Executing Authority
STATE OF Florida	"GRANTEE"
COUNTY OF Broward	
day of, 20_25, by Dean J. T. Florida municipal corporation. He is personally known to m	re me by means ofphysical presence oronline notarization this rantalis as Mayor, for and on behalf of City of Fort Lauderdale, a ne or who has produced
as identification. My Commission Expires: 6 29 2026	Dais Duch
Notary Public State of Florida Doris Deneke My Commission HH 282482 Expires 6/29/2026	Signature of Notary Public Notary Public, State of Florida
Commission/Serial No. HH 282482	Printed, Typed or Stamped Name
ATTEST: AGE FORT LAUDE	APPROVED AS TO FORM AND CORRECTNESS:
David R. Soloman, City Clerk	BY: D'Wayne M. Spence, Interim City Attorney
OR SEAL THE	

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> Notary Public State of Florida Doris Deneks
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> 14y Commission HH 262482 Expires 6/29/2026

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LEGAL DESCRIPTION

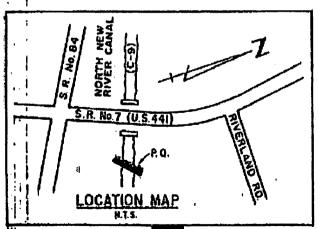
A 20 foot water main easement for the crossing of severeignty subserved land under a portion of North New River Conul (C-9) lying in the Northeust one-quarter (ME 1/4) of Section 24, Township 50 South, Bange 41 East, Broward County, Plorida, more particularly described as follows: Beginning at a point on the Easterly line of Section 24, Township 50 South, Hange 41 East, said point being 1246.72' Southerly slong the Easterly line of Section 24 from the Hartheast corner of Section 24, Younghip 50 South, Hange 41 East, thenca:

- R 28° 25' 38" W across the Worth Hew Siver Canel (C-9) a distance of 267.49' to the South right-of-way line of suid canet, thence
- 2. H />" 04' 41" W stong the Bouth right-of-way line of the North How Hiver Canal, a distance of 20.08' to a point, Inches
- N 10. 00, 36. R across the Borth Hew River Const. a distance of 1.55' to a point, thence
- 4. H 28° 25' 36" E still ucross the Borth Hew River Cenal, a distance of 265.89' to a point on the Borth right-of-way line of the Borth Rew Biver Canal, thencu
- 5 /5" U9' 43" K along the Borth right-of-way line of the Borth Hew River Canal, a distance of 20.58' to the point and place of beginning.

EUCYMYOT'S HOLGS

1) The bearings shown hereon are based on Right of Hay Map propored by the Florida Department of Transportation for State Road No. 862 (1-595). duted Harch 18, 1982.

Elevations shown horson are based on Mational Coodelic Vertical Datum. Bronze disc at the northwest corner of Section 19, Township 50 South, House 42 East. Klevation . 11.11.



I hereby certify that I have made a recent survey of the above described property as indicated and that there are no above ground encroschments except as shown. I further cortify that the survey represented herean masts the minimum tochnical standards of the Florida Bourd of Land Surveyors pursuantilo Section 472.027, Plorida Statutes, to Lie best of my knowledge and belluf.

Mocman H. Vilet, Florida L.S.

WAY HTROM TA THEMBERS HIAM RETAIN RIVER CAHAL (C-D), BHEET 2'OF 2

AYEAJ/AS

BUL CITY ENGINEER F. 1418

OFFICE OF PARK 5/86



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 1 (7 23

31/

DOCUMENT TITLE: Sovereignty Submerged Land Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 061230996 - North New River Canal COMM. MTG. DATE: 7/5/2023 CAM #: 23-0623 ITEM #: CR-4 CAM attached: XYES ☐ NO Routing Origin: CMO Router Name/Ext: Jason Snifeld x-7882 Action Summary attached: \(\section \) Capital Investment / Community Improvement Projects defined as having a life of at YES NO least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real. CIP FUNDED: YES NO 1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: Date to CAO: 1 2) City Attorney's Office: Documents to be signed/routed YYES NO # of originals attached: Is attached Granicus document Final? ✓ YES ☐ NO Approved as to Form: YES NO Date to CCO: 7/17/22 D'Wayne M. Spence Attorney's Name 3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 0 Document received from: 4) City Manager's Office: CMO LOG #: SUSAN GRANT Assigned to: GREG CHAVARRIA missed sign on GREG CHAVARRIA as CRA Executive Director APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN PER ACM: S. Grant _____ (Initial/Date) PER ACM: A. Fajardo (Initial/Date) PENDING APPROVAL (See comments below) Comments/Questions: Forward originals to Mayor CCO Date: 5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date: 6) City Clerk: Scan original and forwards _____ originals to: Sonias/CAO/ Ext. 5998 *** Please provide a scan of executed version to ssierra@fortlauderdale.gov **Original Route form to Sonias X5598**