



## ADDENDUM NO. 1

Issue Date: May 17, 2019

Project Name: Oyster Bar Marsh Boardwalks and Observation Piers

Bid Number: 2019049

Bid Opening Date: May 30, 2019

This addendum is being released to provide minutes to the pre-bid meeting and to provide additional information. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the bid form, or the bid will be declared non-responsive.**

### Attachments:

Pre-Bid Sign In Sheet  
Bid Form – Addendum 1  
Survey Data – East Boardwalk  
Survey Data – West Boardwalk  
Survey Data – Lagoon Overlook  
Oyster Bar Marsh 2019 Pictometry  
Comprehensive agreement

### Pre-Bid Meeting Minutes/Modification to Bid Docs:

The following county staff were in attendance: Jennifer Hyde, Purchasing Manager; Kevin Kirwin, Director, Parks and Conservation Resources; Beth Powell, Assistant Director, Parks and Conservation Resources; Wendy Swindell, Conservation Lands Project Specialist.

Topics discussed were:

- ✓ Proposed location of boardwalks was surveyed and marked on May 16, 2019.
- ✓ **Mangrove trimming should be minimized.** Shifting of boardwalk location to avoid mangroves may be appropriate, as approved by County during construction.
- ✓ **Impoundment roads must be returned to same condition they were in at commencement of construction. No ruts or holes may remain.**
- ✓ Material may be stored on site, with contractor responsible for security.
- ✓ The conservation area will be marked “Closed” to pedestrian traffic during construction.

## Addendum 1 - 2019049

- ✓ Contractor should be able to coordinate treatment of the project area with IRMCD to minimize impact of mosquitoes during construction.
- ✓ The East and West Boardwalks are being constructed to move pedestrian traffic off of the privately-owned parcel to the south.
- ✓ Water level of the impoundment won't be lowered by IRMCD upon request, due to season.
- ✓ All mangrove material must be removed from site. Burning is not an authorized means of disposal. **Bid Form has been updated to include line item pricing for removal of debris.**
- ✓ Contractor will need to email [bpowell@ircgov.com](mailto:bpowell@ircgov.com) as soon as building permit application has been dropped off with the Building Division. Staff will arrange payment for the permit and provide contractor with the permit application number. **Permit application must be made within 15 days of notice to proceed.**

**Deadline for questions has been extended** until 9:00 a.m. Tuesday, May 21, 2019. Please submit to [purchasing@ircgov.com](mailto:purchasing@ircgov.com).

### **Questions and Answers**

1. What is the Engineer's Estimate?

**No formal engineer's estimate for the boardwalk and overlook project has been made. Details regarding the anticipated total project, which includes Phase 2, which is excluded from this bid and will be solicited at a later date, including cost estimates, may be found in the attached "Comprehensive Agreement" document, presented to and approved by the Board of County Commissioners on April 4, 2017.**

Pre-Bid Meeting for Bid 2019049-Oyster Bar Marsh Boardwalks and Observation Piers  
 May 17, 2019 9:00 AM – 1955 S A1A

| Name         | Company               | Phone        | Address                                | Email                      |
|--------------|-----------------------|--------------|--|----------------------------|
| Peter Kello  | Residen Deck-Mark     | 561-365-4933 | 819 Wickett Blvd.<br>Gantman, FL 33462 | peterk@pdmkinc.com         |
| Tom Pearce   | Kerrin Lant           | 772-286 5723 | 1500 SE Flora Ave<br>Hobe Sound FL     | thpearce@kerrinlant.com    |
| Jesse Brewer | Jones Lumber & Marine | 772-577-8300 |  | jesse@joneslumber.com      |
| Rob Williams | Willco Const          | 772-460-6928 | 10751 Orange Ave<br>FT. Pierce FL      | rob@willcoconstruction.com |
| Euts Saxon   | ESX Const             | 352-267-2870 | 28920 Columbia Rd<br>TAVANES FL 32728  | RSAXONG@ESXCONTRACTS.COM   |
|              |                       |              |  |                            |
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**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
 Vero Beach, FL 32960  
 Phone (772) 226-1416



**Bid Form-Addendum 1**

**Oyster Bar Marsh Boardwalks and Observation Piers**

Bid #: 2019049  
 Bid Opening Date and Time: May 30, 2019 2:00 P.M.  
 Bid Opening Location: Purchasing Division  
 1800 27<sup>th</sup> Street  
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

| Addendum Number | Date  |
|-----------------|-------|
| _____           | _____ |
| _____           | _____ |
| _____           | _____ |
| _____           | _____ |

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

|           | Item   | Unit      | Per unit price | Qty.     | Total Item Price |
|-----------|--|-----------|----------------|----------|------------------|
| 1.        | Mobilization/Demobilization  | LS        | \$             | 1        | \$               |
| 2.        | Erosion and Water Turbidity Control  | LS        | \$             | 1        | \$               |
| 3.        | Timber Boardwalk – 5-foot-wide   | LF        | \$             | 460      | \$               |
| 4.        | Timber Boardwalk – 6-foot-wide   | LF        | \$             | 315      | \$               |
| 5.        | 8-foot wide by 20-foot, 8-inch long (8'-0" x 20'-8")<br>Impoundment Basin Overlook (with roof) | LS        | \$             | 1        | \$               |
| 6.        | 8-foot wide by 20-foot, 8-inch long (8'-0" x 20'-8")<br>Lagoon Overlook (no roof)              | LS        | \$             | 1        | \$               |
| <u>7.</u> | <u>Removal of Debris from site</u>   | <u>LS</u> | <u>\$</u>      | <u>1</u> | <u>\$</u>        |
|           | <b>Total Bid Price</b>   |           |                |          | <b>\$</b>        |

**Total Bid Price in Words**

**Project completion time after receipt of "Notice to Proceed": \_\_\_\_\_DAYS**

**The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

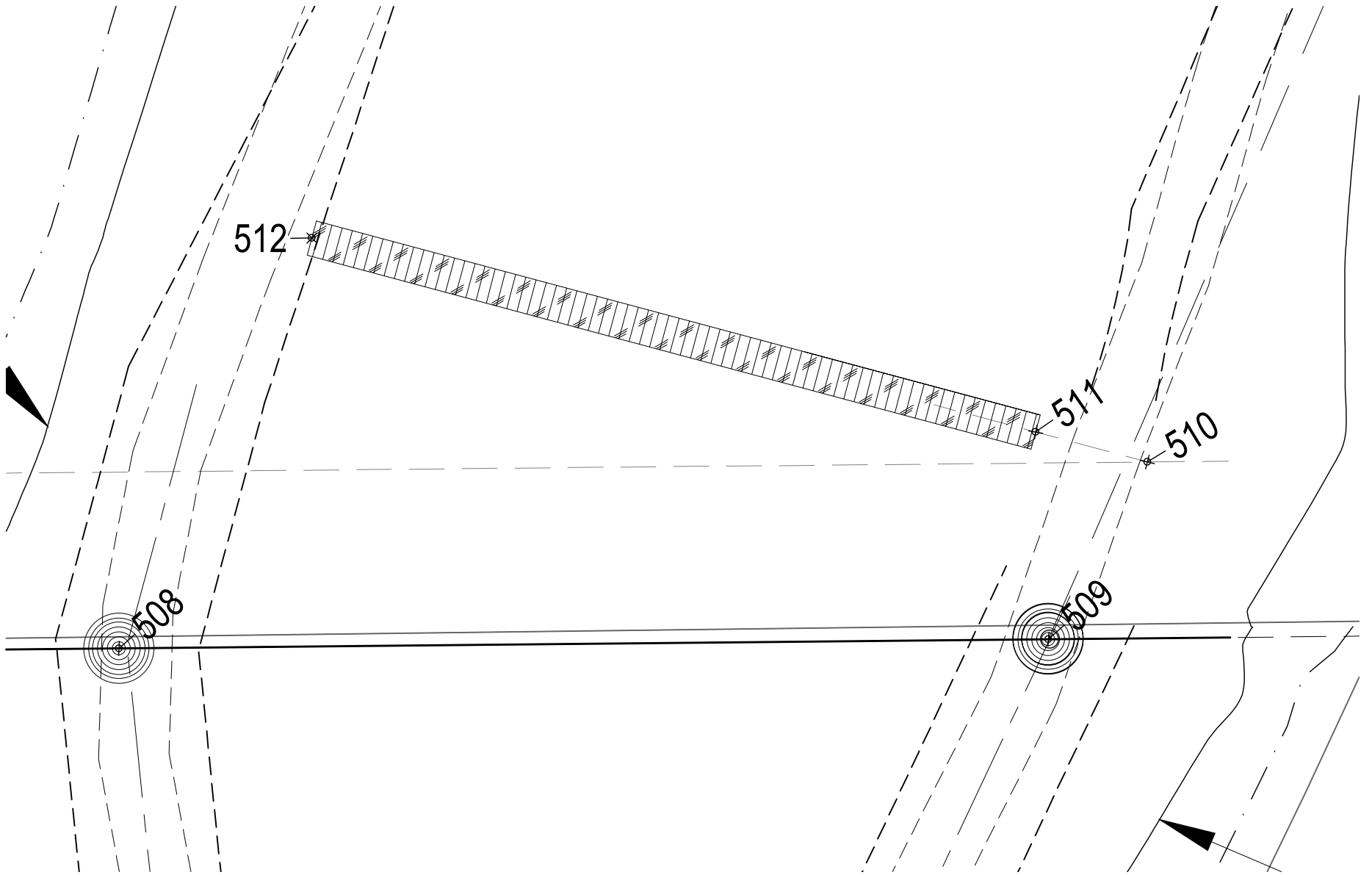
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

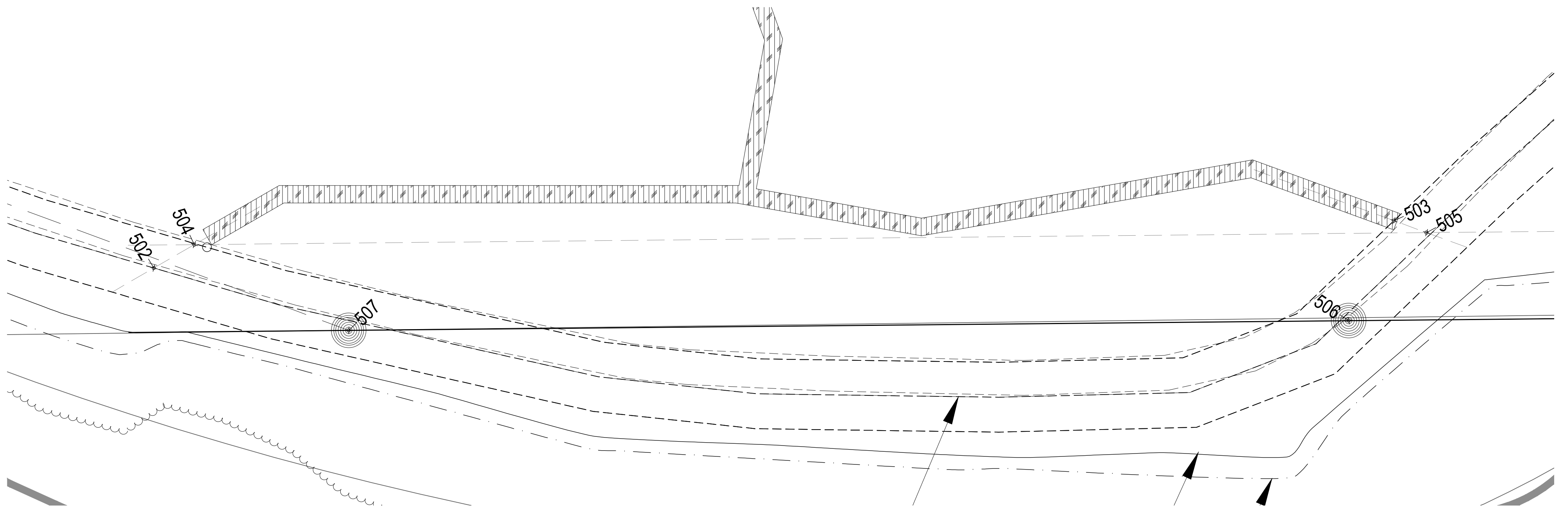
E-mail: \_\_\_\_\_

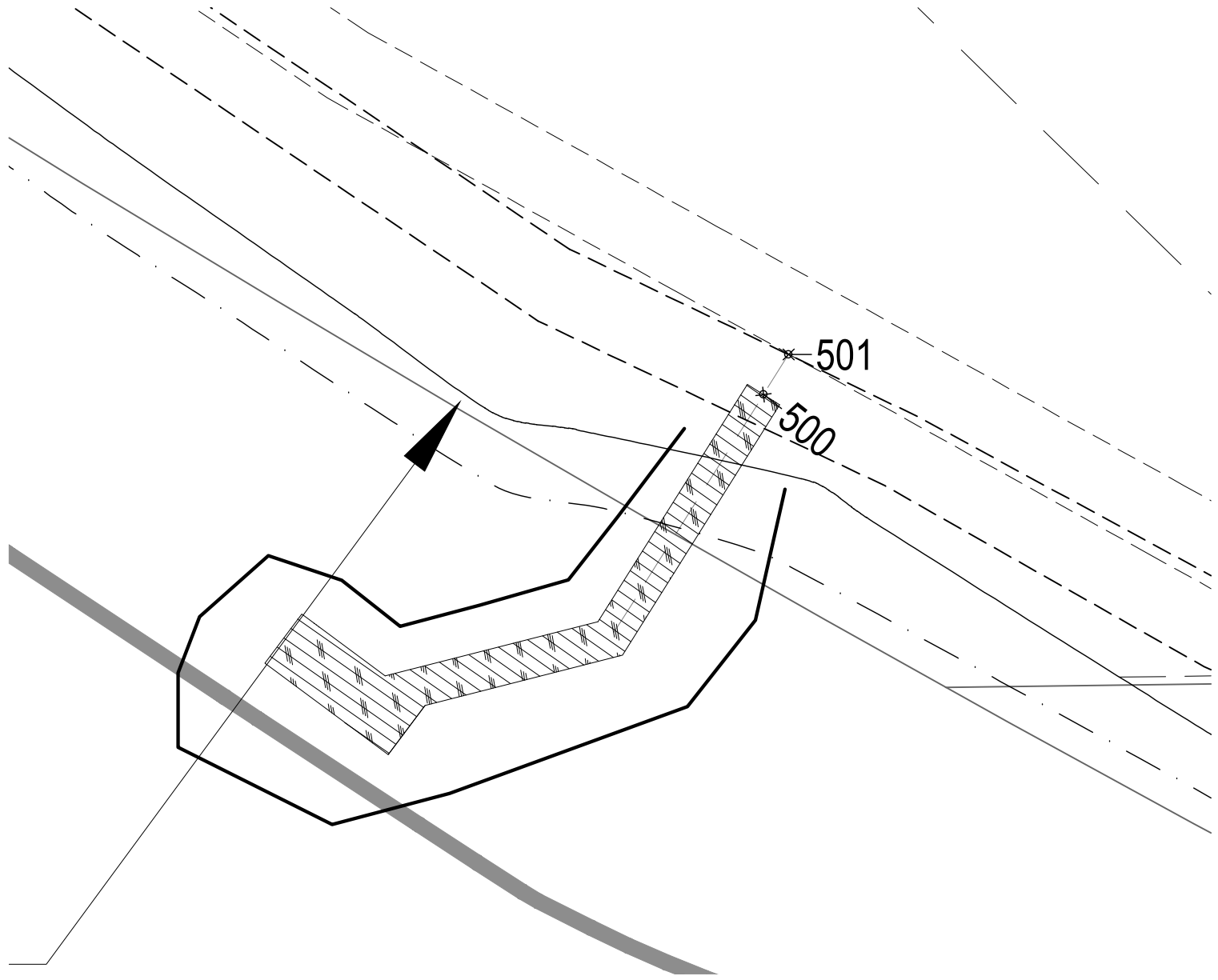
Business Tax Receipt Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type / Printed)









# Oyster Bar Marsh - General Area of West Boardwalk & Impoundment Basin Overlook



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**COMPREHENSIVE AGREEMENT BETWEEN INDIAN RIVER COUNTY AND  
INDIAN RIVER LAND TRUST, INC.**

This Comprehensive Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 2017 (the "Effective Date"), between Indian River County, a political subdivision of the State of Florida (the "County"), and the Indian River Land Trust, Inc., a non-profit corporation registered in the State of Florida (the "IRLT").

WHEREAS, the parties herein wish to construct and manage a public trail system (hereinafter referred to as the "Oyster Bar Marsh Trail") on an assemblage of approximately 155 acres of public and private lands acquired for conservation and situated along the Indian River Lagoon on the south barrier island in unincorporated Indian River County; and

WHEREAS, certain parcels of land in the assemblage composing the Oyster Bar Marsh Trail totaling approximately 96 acres (hereinafter referred to as the "Oyster Bar Marsh Conservation Area") were purchased by the County through its Environmental Lands Program with funding assistance from the Florida Communities Trust (hereinafter referred to as "FCT"), resulting in an agreement between the County and the FCT for the County to provide access improvements to the Oyster Bar Marsh Conservation Area parcels, depicted in Attachment A; and

WHEREAS, certain parcels of land in the assemblage composing the Oyster Bar Marsh Trail totaling approximately 30 acres were purchased by IRLT for conservation of said parcels depicted in Attachment A; and

WHEREAS, certain lands in the assemblage composing the Oyster Bar Marsh Trail are currently managed by the Indian River Mosquito Control District (hereinafter referred to as "IRMCD") by agreements with the respective landowners of the Oyster Bar Marsh Trail, including the County and IRLT, to control the levels of breeding mosquitoes on the property depicted in Attachment A; and

WHEREAS, IRLT has assisted the County by preparing an Oyster Bar Marsh Trail Plan, as may be amended, attached hereto as Attachment A, which identifies the goals and objectives of the Oyster Bar Marsh Trail and includes a schematic plan and estimated costs for construction of the trail and related facilities for recreational and educational use consistent with and furthering conservation goals; and

WHEREAS, the County finds that the Oyster Bar Marsh Trail Plan is consistent with and serves to implement the County and FCT approved management plan for the Oyster Bar Marsh Conservation Area; and

WHEREAS, the goal of this cooperative effort is to ensure that the parties mutually develop and manage the Oyster Bar Marsh Trail in a manner that is consistent with the common interests of conserving and protecting the varied habitats within and around Oyster Bar Marsh and to provide for appropriate year-round recreational and educational opportunities, and this Agreement

provides for the limited interchange of services, personnel, equipment, and funds to achieve that goal; and

WHEREAS, the parties acknowledge that additional funding may be needed to achieve the goals set forth in this Agreement and that the parties shall work together to seek and leverage funding from private, local, state and federal sources such that it can be maximized for the use, restoration, and management of the Oyster Bar Marsh Trail lands pursuant to the primary goal for these lands; and

WHEREAS, the IRLT Board of Directors, by unanimous vote, has committed to assisting the County with designing, developing, and managing trails and signage, and with coordinating educational programs and other technical and stewardship assistance for the Oyster Bar Marsh Trail, which warrants entering into this Agreement between the County and IRLT to ensure its fiduciary responsibilities are met with regard to the use of cash and other resources of the organization;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows.

**I. Term** - The term of this Agreement shall begin on the date first written above and shall terminate on January 31, 2027, unless amended or extended as provided herein.

**II. Duties of the IRLT** - IRLT shall perform the following duties, obligations, and responsibilities under this Agreement.

- A. IRLT shall contribute a minimum of \$100,000.00 for designing, engineering, permitting and constructing the Oyster Bar Marsh Trail facilities identified in Attachment A.
- B. IRLT shall assist the County with applications submitted by the County for grant-funding for the Oyster Bar Marsh Trail facilities identified in Attachment A.
- C. To the extent IRLT oversees the design and engineering process for construction of any of the Oyster Bar Marsh Trail facilities listed in the Oyster Bar Marsh Trail Plan, the IRLT shall comply with section 287.055, Florida Statutes, and coordinate designs and engineering with the County for its review and approval of all related work.
- D. IRLT shall assist the County in implementing the Oyster Bar Marsh Trail project by:
  - 1) Providing consultation and funding as available;
  - 2) Maintaining ongoing records of related events and/or incidents;
  - 3) Providing annual reports to the County on issues of management and use;
  - 4) Establishing and managing a friends/volunteers group to assist with regular trail monitoring and clean-ups, upkeep of kiosk information, minor trail maintenance and other similar tasks; and
  - 5) Promoting the public use of the Oyster Bar Marsh Trail through a variety of methods, such as the IRLT website, newsletters, local newspapers, press releases, maps and brochures; and
- E. IRLT shall assist the County with the provision of nature-based recreational and educational opportunities such as hiking, bird watching, and nature-appreciation walks

by recruiting partner organizations and participants, and promoting and coordinating these opportunities within the community.

- F. IRLT shall provide assistance with the design of signage for recognition of IRLT, the County, agency partners and public and private funders, and to regularly cooperate and communicate with the County, the IRMCD, the Florida Inland Navigation District, and other appropriate agencies any information pertinent regarding the Oyster Bar Marsh Trail.

**III. Duties of the County** - The County shall have and perform the following duties, obligations, and responsibilities.

A. The County shall provide the improvements set forth in Table 1 of the Oyster Bar Marsh Trail Plan. The IRLT shall provide adequate rights to the County, prior to any County work on improvements located on IRLT property.

B. The County shall provide maintenance of those facilities for which the County is designated as a Responsible Party in the Oyster Bar Marsh Trail Plan.

C. The County shall adopt, update and implement a management plan for the Oyster Bar Marsh Conservation Area, with consideration to the long-term management of non-County owned parcels that contain portions of the Oyster Bar Marsh Trail.

D. The County shall make all reasonable good faith efforts to negotiate and, if an agreement can be reached, enter into a long-term lease or access easement for nominal consideration with private landowners for privately held parcels that contain portions of the Oyster Bar Marsh Trail for limited recreational and educational use of existing trails and lagoon accesses by the public and for emergency and management vehicle access.

E. The County shall work with IRLT to submit requests to Florida Inland Navigation District, the Florida Recreational Trails Program, and other state and federal government grant programs as appropriate to construct and manage the Oyster Bar Marsh Trail.

F. The County shall cooperate with IRLT and others to provide on-site signage that appropriately recognizes IRLT, the County, agency partners and public and private individual or organizational funders of the Oyster Bar Marsh Trail, and to generally promote the project using currently available means (e.g. website).

G. The County shall provide management oversight and maintenance of the trails, parking area, and facilities constructed as part of the Oyster Bar Marsh Trail.

**IV. Notice** - Except as otherwise provided in this Agreement, any notice required pursuant to this Agreement from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and IRLT are:

IRC: Assistant County Administrator  
Indian River County

1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

IRLT: Executive Director  
Indian River Land Trust  
80 Royal Palm Pointe, Suite 301  
Vero Beach, FL 32960

**V. Amendments** - The parties may amend this Agreement only by mutual written agreement of the parties.

**VI. Assignment of Interest** - Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

**VII. Design Review.** IRLT shall provide preliminary 30 percent design plans of any facilities on the Oyster Bar Marsh Trail to the County, including the County Parks Division, for review and approval, prior to any further design work. IRLT shall submit and receive written County approval of 90 percent design plans, prior to the submittal of any required State and federal permit applications for construction of any facilities on the Oyster Bar Marsh Trail.

**VIII. Inspection.** The County shall have the right to inspect the trail and facilities on the Oyster Bar Marsh Trail at any time to ensure the IRLT's activities are acceptable to the County and constructed and maintained in accordance with the requirements of this Agreement.

**IX. Monitoring.** The County shall monitor at least two times per year the responsibilities to be done by IRLT in section II to be performed by the IRLT in order to ensure that those portions of the trail and those facilities of the Oyster Bar Marsh Trail which are maintained by the IRLT under this Agreement are properly maintained by IRLT.

**X. Ownership.** Within 30 days of the Effective Date, IRLT shall convey an easement, in a form approved by the County Attorney's Office, for the land proposed to be located under such facilities and any land that is used to access such facilities to the County. To the extent such facilities are owned by IRLT, within 60 days of the completion of the construction of the Oyster Bar Marsh Trail facilities, IRLT shall convey ownership of such facilities to the County.

**XI. Financial Statements.** On every anniversary date of the Effective Date of this Agreement, IRLT shall submit to the County financial statements that pertain to the IRLT work under this Agreement.

**XII. Equipment.** Equipment owned and used by any cooperating agency under this Agreement for which the other is responsible will normally be operated, serviced, and repaired by the owning agency. Any exceptions to this practice will be agreed to, in writing, by both parties.

**XIII. Availability of Funding.** The obligations of all parties herein are subject to the availability of funding, and nothing contained herein shall be construed as binding any party to expend any sum in excess of available private dollars, state and federal grants or appropriations,

or to involve any party in any contract or other obligation for further expenditure of money in excess of such grants, appropriations or private allocations.

**XIV. Insurance and Indemnification** - County represents that it is self-funded or insured for liability insurance. IRLT will procure and maintain insurance for its responsibilities on all Oyster Bar Marsh Trail properties throughout the entire term of this Agreement, which shall include \$500,000 combined single limit for general liability. "Indian River County, Florida" shall be an additional insured on IRLT's insurance policies. IRLT contractors shall provide automobile and workers' compensation insurance as approved by the County Risk Manager prior to commencement of any construction. IRLT shall defend, hold harmless and indemnify the County with respect to any and all actions, causes of action, liabilities, losses, damages or expenses (including reasonable attorneys' fees) arising out of or relating to any negligence, intentional misconduct, breach of this Agreement or breach of applicable law by IRLT in conjunction with any of the activities described in this Agreement. This section XIV shall survive the termination of this Agreement with respect to any acts or omissions occurring prior to the date of termination.

**XV. Public Construction Bond** – If applicable and required under Florida law, IRLT shall require its contractor(s) to, in accordance with section 255.05, Florida Statutes, execute and record in the public records of the County, a public construction bond with a surety insurer authorized to do business in this state as surety, in an amount equal to the contract price, and listing Indian River County as the project Owner. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by law.

**XVI. Permits** - County shall be responsible for obtaining and paying for all necessary County permits and approvals, County permit application fees, licenses or any fees required by the County for development of the Oyster Bar Marsh Trail improvements. IRLT shall be responsible for obtaining and paying for all necessary state and federal jurisdictional environmental agency permits, permit application fees, licenses or any fees required by such agencies for development of the Oyster Bar Marsh Trail improvements. IRLT shall provide the County, including the County Parks Division, with a copy of all permit applications for facilities on the Oyster Bar Marsh Trail for review and written approval prior to submittal to State and federal regulatory agencies. IRLT will provide the County, including the County Parks Division, with all comments from regulatory agencies prior to responding to agency requests for design changes, or any other changes that may affect the County's management of the Oyster Bar Marsh Conservation Area. IRLT shall not commit or otherwise obligate the County to fulfill wetland mitigation that may be necessary for such permits, without prior written consent of the County.

**XVII. Independent Contractor** - In the performance of this Agreement, IRLT is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. IRLT is solely responsible for the means, method, technique, sequence, and procedure utilized by IRLT in the full performance of this Agreement.

**XVIII. Public Records Compliance** - Indian River County is a public agency subject to Chapter 119, Florida Statutes. IRLT shall comply with Florida's Public Records Law and specifically shall:



A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.

C. 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 IRLT does not transfer the records to the County.

D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the IRLT or keep and maintain public records required by the County to perform the service. If IRLT transfers all public records to the County upon completion of the contract, IRLT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IRLT keeps and maintains public records upon completion of the contract, IRLT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**E. IF IRLT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE IRLT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

F. Failure of IRLT to comply with these requirements shall be a material breach of this Agreement.

**XIX. FCT and Consistency with Bond Requirements** - The Parties acknowledge and agree that: (i) if any property subject to this Agreement is also subject to FCT Requirements, should any inconsistencies occur, then the Parties will work together to resolve such inconsistencies so that the FCT Requirements will be met; and (ii) if any property was purchased using bond proceeds from the tax exempt general obligation bonds issued by Indian River and the use of the property pursuant to this MOA must be consistent with the "bond covenants and restrictions," including, without limitation, that any use of the property must be open to the general public.

**XX. Public-Private Partnership** – To the extent this Agreement is subject to section 255.065, Florida Statutes, the Parties agree that the facilities constructed under this Agreement shall be done so in compliance with such statute.

**XXI. Volunteers.** IRLT volunteers on County property shall comply with County volunteer policies.

**XXII. Project Termination** – The County may, at its sole discretion, terminate this Agreement upon ninety (90) days notice to the IRLT. Upon termination of this Agreement, both the IRLT and the County shall be free of any obligation arising out of this Agreement. However, if the County expends any money on any of the facilities on the Oyster Bar Marsh Trail, IRLT shall, to the extent IRLT has not already done so per XXII above, convey such facilities and an easement, in a form approved by the County Attorney’s Office, for the land under such facilities and any land that is used to access such facilities to the County within 60 days of termination.

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

INDIAN RIVER LAND TRUST, INC.

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Ken Grudens, Executive Director

ATTEST: Jeffery R. Smith, Clerk of Court  
and Comptroller

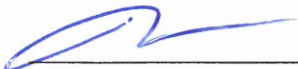
ATTEST: (by corporate officer)

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Attorney  
Indian River County





## Oyster Bar Marsh Trail Plan



DRAFT

# Oyster Bar Marsh Trail

## **Purpose of the Oyster Bar Marsh Trail**

The purpose of the Oyster Bar Marsh Waterfront Trail is to create a trail system for public access to the Indian River Lagoon along the perimeter of the Oyster Bar impoundment.

## **Oyster Bar Marsh Trail Goals**

- Create a public/private partnership to develop and maintain a multi-use recreational trail at Oyster Bar Marsh.
- Provide for a diversity of passive recreational and educational opportunities appropriate for the natural resources at Oyster Bar Marsh.
- Continue to protect, enhance and conserve the natural resources of the Lagoon and adjoining wetland and upland habitats.

## **Oyster Bar Marsh Background and Initiative**

The Oyster Bar Marsh project comprises approximately 155 acres of maritime hammock and impounded wetland, located between State Road A1A and the Indian River Lagoon on Orchid Island (Hutchinson Island), approximately 0.8 mile north of the Indian River – St. Lucie County line (Figure 1). In 2001, Indian River County purchased seven parcels from three private landowners, resulting in a total acquired project area of 96 acres. The seven parcels were purchased, in part, with funds from the Florida Communities Trust (FCT) Preservation 2000 program. At the time, acquisitions were to proceed as adjacent parcels could be acquired. Unfortunately, the County was unable to purchase remaining parcels to date.

As early as 2010, the Indian River Land Trust (IRLT) identified Oyster Bar Marsh as a high priority area for acquisition. Of the remaining parcels, six parcels owned by four private owners were identified by the Land Trust as necessary to fully meet the objectives of hydrologic restoration and recreational opportunities at Oyster Bar Marsh. Specifically, these parcels contain the remaining sections of the perimeter dike and total 41 acres (Figure 2). To date, the Land Trust has acquired four of the parcels totaling 30 acres.

## **Management Goals**

In 2001, Indian River County developed a management plan which provided guidelines for natural and cultural resource management and development of public access facilities at Oyster Bar Marsh. The plan was revised in 2013 in order to meet requirements of the Preservation 2000 program, and to satisfy the special conditions contained in the County's Conceptual Approval Agreement with the FCT, Agreement #CAA/98-058-P8A.

The primary goals of the County's management plan for Oyster Bar Marsh are to provide appropriate environmental education and outdoor recreation opportunities and bring the impounded wetland into the active RIM program of the Indian River County Mosquito Control District.

Progress with the County's associated Development Plan has been severely limited by private ownership of key sections of the impoundment dike. Recent acquisition of most of these key sections (Subject Parcels) by the Land Trust will allow for the implementation of the County's Master Site Development Plan for Oyster Bar Marsh.

## **Acquisition History**

In 2001, the County purchased seven parcels within Oyster Bar Marsh from three private landowners, resulting in a total acquired project area of approximately 96 acres. The seven parcels were purchased, in part, with funds from the Florida Communities Trust Preservation 2000 program (Figure 2).

In August, 2015, the Indian River Land Trust purchased three parcels from VBF Investments totaling 26.88 acres for their appraised value. The three parcels are immediately south of the county-owned portion of Oyster Bar Marsh (Figure 2).

In October, 2015, the Indian River Land Trust acquired the 2.62-acre eastern portion of property owned by Tri Fam Investments for a nominal fee. The parcel is located immediately south of the three parcels purchased from VBF Investments (Figure 2).

## **Remaining Acquisition Challenges**

- Sevastopoulos Parcel – The 0.94-acre parcel occupies the southernmost portion of the project area and includes two sections of the impoundment dike, totaling approximately

600' in length (Figure 2). At this time, Captain Sevastopoulos is only willing to lease his property for a significant fee. Fortunately, due to the configuration of the dike in this area, the Sevastopoulos property can be bypassed with the construction of two boardwalks, 135' and 300' in length.

- Sanger Parcel – The 9.72-acre parcel bisects the Oyster Bar Marsh project and includes approximately 150' of the impoundment dike (Figure 2). This section of the dike is located approximately one mile from the trailhead. The parcel was recently acquired by the Sanger family. The Land Trust is still attempting to establish dialogue with the owners to discuss the possibility of a public easement along his portion of the impoundment dike. It may be necessary to proceed with development in phases at this time. Phase 1 would include all improvements south of the Sanger parcel. Phase 2 would include those north of the property.

**Existing Land Ownership**

Properties under consideration for implementation of the Oyster Bar Marsh Waterfront Trail include:

|                           |                  |
|---------------------------|------------------|
| Indian River County       | 96 acres         |
| Indian River Land Trust   | 30 acres         |
| William and Janice Sanger | 10 acres         |
| Captain Sevastopoulos     | 1 acre           |
| <b>Total Acreage</b>      | <b>137 acres</b> |

**Current Uses of Adjoining Properties**

Adjacent land uses are single-family residences to the north, east and south of the project. The County's Public Recreation (REC) land use classification is applied to Round Island County Park located one-half mile south. Impoundments similar to Oyster Bar Marsh are located along the Indian River Lagoon shoreline both north and south of the project. State-owned spoil islands are located just offshore from the project site in the Indian River Lagoon.

### **Master Site Development Plan**

The County's Master Site Development Plan for Oyster Bar Marsh (Table 1) calls for a five foot wide interpretive shared use trail (impoundment berm), approximately 7,100 feet long, for hikers and bicyclists and an interior wildlife observation overlook. Also included is a boardwalk on the proposed trail which will provide access to the overlook from the impoundment berm (Figure 3).

In order to provide maximum benefit to the local community, the Land Trust is proposing additional elements to the County's Master Site Development Plan. Most notably is the addition of a parking area, additional boardwalks required for access, and a pavilion overlooking the Lagoon. Table 1 lists the individual elements for development of the proposed recreational/educational improvements.

As noted in the County's Master Site Plan, the impoundment berm should be maintained as a natural surface shared-use trail allowing hikers and bicyclists access along the Lagoon shoreline. No native trees or large shrubs will be removed to construct these facilities. Site-specific vegetative surveys will be conducted during design of the facilities to insure that no listed plant species are affected by the construction projects.

Table 1. Individual elements and associated costs for proposed improvements at Oyster Bar Marsh.

| <b>Improvement</b>                  | <b>Details</b>   | <b>Property</b> | <b>Est. Cost</b>    |
|-------------------------------------|--|-----------------|---------------------|
| Design, engineering and permitting  | For entrance road, parking area and observation deck             | County & IRLT   | \$20,000.00         |
| Entrance road and parking area      | Immediately west of A1A For 10-15 vehicles including landscaping | County          | \$50,000.00         |
| Entrance gate                       | To be opened/closed in conjunction with Round Island Park        | County          | \$1,500.00          |
| Trailhead                           | Kiosk and picnic table   | County          | \$2,000.00          |
| Interpretive signs                  | Along trails and at observation deck                             | County & IRLT   | \$12,000.00         |
| Directional and information signage | As needed to ensure safe & enjoyable user experience             | County & IRLT   | \$1,200.00          |
| Lagoon observation pavilion         | For lagoon viewing and fishing                                   | IRLT            | \$45,000.00         |
| Northern boardwalk                  | For wildlife viewing in interior portion of wetland              | County          | \$50,000.00         |
| Southern boardwalks                 | Required to bypass Captain Sevastopoulos property                | IRLT            | \$100,000           |
| Habitat restoration                 | Maritime hammock in vicinity of parking area & A1A               | County          | \$20,000.00         |
|                                     | <b>Total Construction Estimate</b>                               |                 | <b>\$301,700.00</b> |
| 15% Contingency                     | Added for pre-design flexibility                                 |                 | \$45,300.00         |
|                                     | <b>TOTAL</b>   |                 | <b>\$347,000.00</b> |



## **Organizational Cooperation for Development, Management, and Maintenance of the Lagoon Greenway**

Similar to the Lagoon Greenway on the western shore of the Lagoon, the Land Trust is proposing a partnership to develop and manage a multi-use recreational trail at Oyster Bar Marsh.

Three entities – the Indian River Land Trust, Indian River County, and the Indian River Mosquito Control District have demonstrated their ability to cooperatively and effectively provide the services needed to promote, manage and maintain the Oyster Bar Marsh Waterfront Trail through their success with the Lagoon Greenway.

### **Greenway Partner Agencies**

Indian River Land Trust

Indian River County Environmental Lands Program

Indian River Mosquito Control District

The Indian River Land Trust is willing to provide overall promotion, as well as coordination of the project's development, long-term management and maintenance. Indian River Mosquito Control is already providing routine maintenance of the dike. Indian River County Parks and Recreation Department is currently managing garbage pick-up and gate opening/closing at Round Island, one-half mile south of the proposed project. A memorandum of agreement between Indian River County and the Indian River Land Trust would be created to establish specific duties and obligations.

**Maintenance Responsibilities**

| <b>Activity</b>  | <b>Responsible Party</b>                      |
|--|---|
| Security (open/close gate)   | Indian River County                           |
| Garbage & dog station pickup   | Indian River County                           |
| Entrance landscape maintenance   | Indian River County                           |
| Trail mowing   | Indian River County/Mosquito Control District |
| Trailhead kiosk design/information oversight   | Indian River Land Trust                       |
| Boardwalk & overlook maintenance   | Indian River County                           |
| Dike maintenance   | Mosquito Control District                     |
| Exotic control   | Mosquito Control District                     |
| Establish and manage friends/volunteer group   | Indian River Land Trust                       |
| Serve as primary contact for users/nearby residents  | Indian River Land Trust                       |
| Promote public use of the trail through its website, newsletter, press releases, maps, & brochures, etc. | Indian River Land Trust                       |
| Educational Programming  | Indian River Land Trust                       |

**Investment to Date**

To date, the County and the Indian River Land Trust have invested \$708,000 and \$307,428, respectively, for the acquisition of 126 acres within the Oyster Bar Marsh Project area. The Indian River Mosquito Control District has invested \$245,000 in dike improvements and culvert installation. The County has invested \$1,500 for material costs as well as significant staff time for initial improvements and management of mitigation projects. Lastly, three off-site mitigation projects totaling \$50,000 and benefiting Oyster Bar Marsh have been funded privately.

**Investment to date**

|   |          |                    |
|---|----------|--------------------|
| <b>Land Acquisition</b>                           |          |                    |
| Indian River County & Florida Communities Trust   | 96 acres | \$708,000          |
| Indian River Land Trust                           | 30 acres | \$307,428          |
| <b>Subtotal</b>                                   |          | <b>\$1,015,428</b> |
| <b>Improvements</b>                               |          |                    |
| Indian River County (does not include staff time) |          | \$1,500            |
| Indian River Mosquito Control District            |          | \$245,000          |
| Other (private)                                   |          | \$50,000           |
| <b>Subtotal</b>                                   |          | <b>\$296,500</b>   |
| <b>Total</b>                                      |          | <b>\$1,311,928</b> |



**Existing and Possible Funding Sources to Match County**

Indian River Land Trust – The Oyster Bar Marsh Project was the focus of the Land Trust’s fundraising efforts in the fall of 2015. As a result the Land Trust is committing \$100,000.00 towards project development and maintenance.

Florida Inland Navigation District (FIND) – FIND has matching funds (up to 50%) available for local government agencies each year for design and construction of projects that provide access to the Indian River Lagoon. The annual application deadline is March.

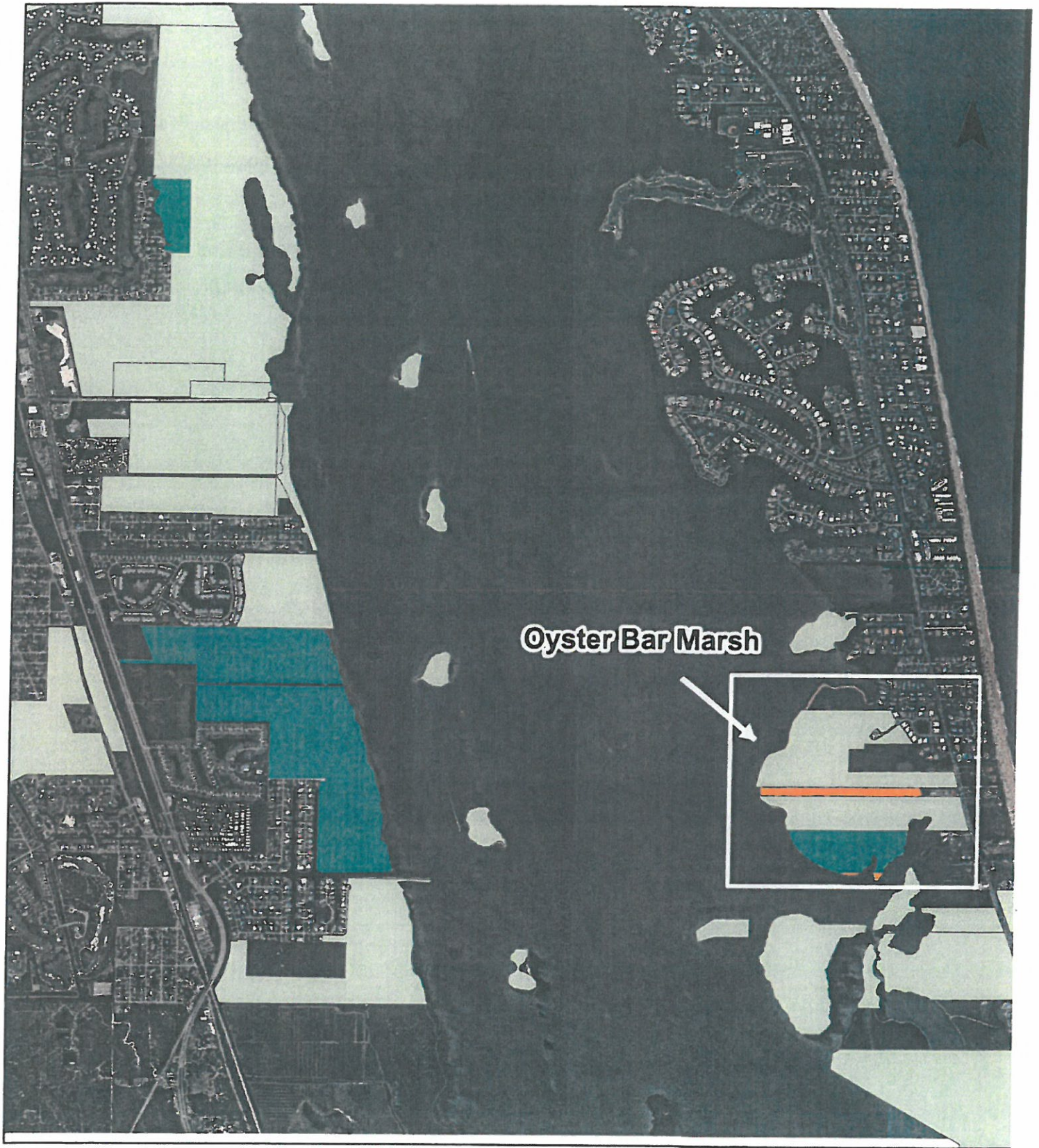


Figure 1. Oyster Bar Marsh Vicinity Map.

-  IRLT Conservation Lands
-  Other Conservation Lands
-  Priority Conservation Areas



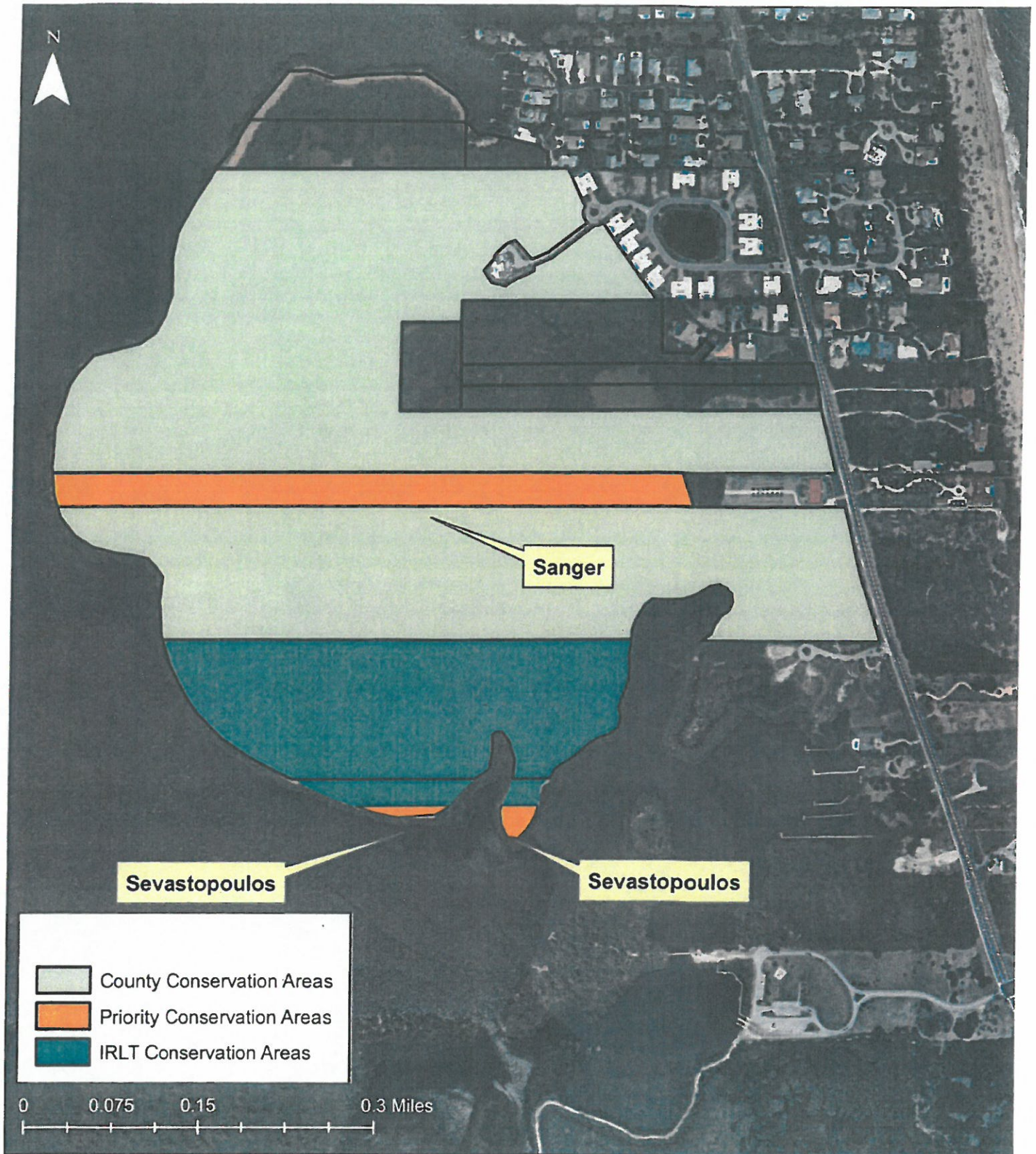


Figure 2. Individual ownership of key parcels within Oyster Bar Marsh



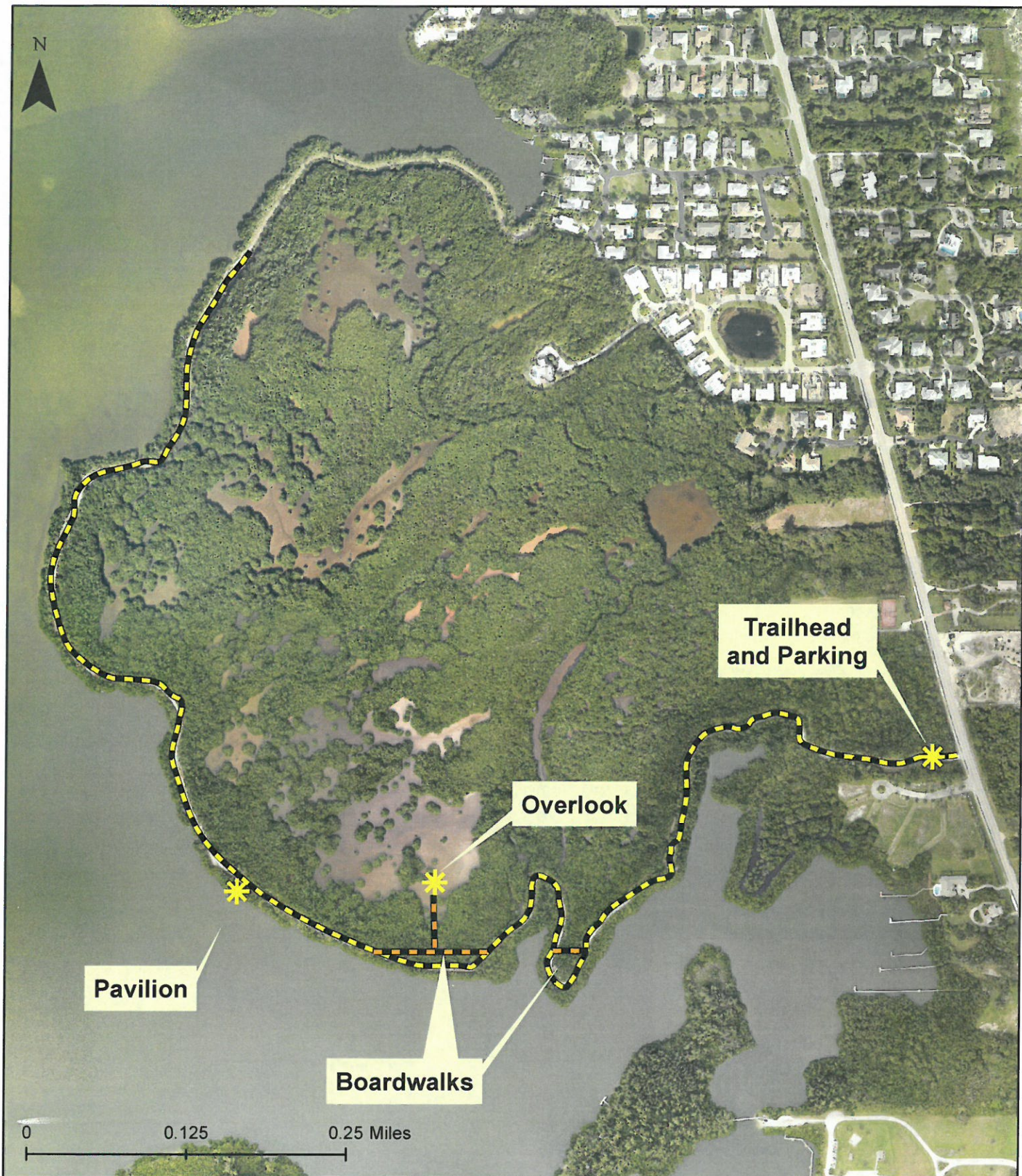


Figure 3. Proposed Oyster Bar Marsh Trail