



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: March 3, 2021
To: Mayor, and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Bob Robertson, Project Administration Department Director *RRB*
Subject: Anclote River Dredge Project, Spoils Site Lease Extension (Second Amendment)

Recommendation

Approval is recommended for an extension of an existing property lease agreement between the City and Anclote Properties, LLC by six (6) months at the request of the United States Army Corps of Engineers.

Background

As the local sponsor the dredging of the Anclote River Federal Channel by the USACE, the City is responsible for securing a site for storage and dewatering of spoils (sediments) dredged from the river. The City accomplished this by leasing a property on L&R Industrial Blvd through January 1, 2021 from Anclote Properties LLC. The Board of Commissioners approved that lease agreement that on February 7, 2017..

The USACE has revised its construction schedule and is requiring the City to certify control of the property through July 1, 2022. While the project may not take that long, the dewatering, demobilization, soil removal, site restoration, and other activities required to close out the project may require control of the property through that date.

Therefore we are proposing to amend the existing lease agreement through July 1, 2022, thereby increasing the term of the lease by an additional six (6) months (see **Attachment 1**). The amendment also provides clarification and details on site restoration requirements that were included in the original lease agreement. All other lease terms remain unchanged. Please see the attached Second Amendment to Lease of Spoils Site document.

Funding for this lease is provided through a reimbursement from the State of Florida. The current funding allocation is sufficient to fund this extension.

Attachment 1:

Second Amendment to Lease of Spoils Site

SECOND AMENDMENT TO LEASE OF SPOILS SITE

THIS SECOND AMENDMENT TO LEASE OF SPOILS SITE ("Second Amendment") is hereby entered into by and between **ANCLOTE PROPERTIES, LLC**, a Florida limited liability company, hereinafter referred to as "ANCLOTE PROPERTIES," and the **CITY OF TARPON SPRINGS**, a Florida municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, ANCLOTE PROPERTIES and CITY entered into that certain Lease of Spoils Site, hereinafter referred to as "Lease," dated February 7, 2017 and subsequently amended on April 17, 2020 ("First Amendment"), whereby ANCLOTE PROPERTIES leased to CITY approximately 8.5 acres along the Anclote River in Tarpon Springs, Florida, for a period terminating on January 1, 2022, and said property being more particularly described in Exhibit A to the Lease; and

WHEREAS, ANCLOTE PROPERTIES and CITY wish to further extend the Lease for an additional six (6) month period beginning January 1, 2022 and ending on July 1, 2022 and add additional restoration requirements to the Lease but otherwise extend on the same terms and conditions of the Lease

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. Paragraph 3 of the Lease is amended to read as follows:

TERM OF LEASE. The term of this Lease shall commence on the day specified in a written notice from the City to Anclote Properties, but not earlier than the first day of February, 2017, and not later than the first day of

September, 2017, and shall end on the first day of the month following written notices from the City to Anclote Properties of its desire to terminate the Lease following completion of the Project, but not later than the first day of July, 2022, unless sooner terminated under the provisions hereof or as renewed or extended as hereinafter provided.

In the event that the Anclote River dredging project contemplated to be undertaken by the City is unable to be accomplished for any reason, including the decision of the City that such Project is not in the public interest or because of nonparticipation by Pinellas County, the Army Corps of Engineers, or the inability of any of the affected governmental agencies to receive the necessary permits or funding for such purpose so that it is not possible to undertake the Project on a timely basis, the City shall have the right to terminate this Lease at any time by written notification to Anclote Properties at the address set forth above and, in such event, the City shall be responsible for payment for the use of the Property only from the commencement of this Lease to the date of notice of termination and such obligation or payment shall be prorated on a per diem basis plus three months' rent as an early termination fee if termination occurs within 12 months of the date of commencement, otherwise no termination fee shall apply

2. Paragraph 9 of the Lease is amended to read as follows:

9. PROPERTY ELEVATIONS. Upon completion of the Project the City shall restore the Property in accordance with the Anclote River Dredge DMMA Restoration Plan, February 2021, attached hereto as Exhibit A, and return the Property to pre-existing topographical surveyed condition or better as a condition of this Lease. Anclote Properties agrees that the elevations as determined by topographical surveys conducted prior to the site development will constitute an acceptable condition of the Property at the termination of this

Lease. Furthermore, the City agrees to return the project site to the average existing topographic grades of the area immediately surrounding the project area. The City agrees to return the land free of contaminants as specified by the Florida Department of Environmental Protection Standards. It is understood by both parties that the vegetation on the land used by the City may be removed for purposes of the Project.

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed by ANCLOTE PROPERTIES and CITY, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment on the day and year set forth next to their signatures below.

[remainder of this page intentionally left blank]

ANCLOTE PROPERTIES, LLC
(This section to be completed by Anclothe Properties only)

WITNESSES:

ANCLOTE PROPERTIES, LLC
a Florida limited liability company

Liz Higgins
Print Name: Liz Higgins

By: [Signature]
George P. Stamas, Manager

Tammy Lyman
Print Name: Tammy Lyman

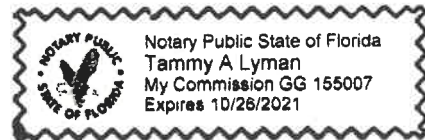
Dated: 3/4/21

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, by George P. Stamas, as Manager of ANCLOTE PROPERTIES, LLC, who is personally known to me or has produced _____ as identification, this 4th day of March, 2021.

Tammy Lyman
Notary Public, State of Florida

My Commission Expires: 10/26/21



CITY OF TARPON SPRINGS
(This section to be completed by CITY only)

CITY OF TARPON SPRINGS
a Florida municipal corporation

ATTEST:

Chris Alahouzou, Mayor

Irene Jacobs, City Clerk

Mark LeCouris, City Manager

Dated: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, by CHRIS ALAHOUZOS, as Mayor of the City of Tarpon Springs, who is personally known to me or has produced _____ as identification, this _____ day of _____, 2021.

Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, by MARK LECOURIS, as City Manager of the City of Tarpon Springs, who is personally known to me or has produced _____ as identification, this _____ day of _____, 2021.

Notary Public, State of Florida

My Commission Expires:

EXHIBIT A
City of Tarpon Springs
Anclote River Dredge DMMA Restoration Plan
February, 2021

Pre-Construction Environmental Assessment

To assess pre- and post-construction environmental conditions, a limited soil assessment will be conducted at the Site. Soil sampling from the unsaturated zone will be completed by the City of Tarpon Springs (City) consultants in the area where the proposed Dredge Material Management Area (DMMA) will be constructed. This will include the proposed staging area, as outlined in the “Temporary Dredged Material Management Area ERP Permit Plate & Site Plan” (Plate 2 of 5).

Currently, the City is leasing approximately 8.5 acres of the property (Pinellas County Property No. 01/27/15/00000/230/001) to construct the DMMA from Anclote Properties, LLC (Property Owner). Within this leased area, approximately 7.4 acres will be utilized for the DMMA and associated staging area. Based on available data associated with the site, potential contaminants of concern will be identified related to previous operational uses and known site activities. Soil samples will be collected in two (2) foot intervals below land surface (bls), until groundwater is reached. Samples collected will be analyzed by an accredited, state certified laboratory. Upon review of the soils sampling results, additional sampling may be warranted. Currently, it is anticipated that up to ten (10) soil borings will be advanced to facilitate sample collection and analyzed to assess pre-construction site conditions. Soil samples will be collected using direct push technology (DPT).

Following the receipt of the laboratory analytical report, the City’s consultant will generate a pre-construction assessment report documenting the limited assessment activities conducted and soil analytical results. Laboratory analytical results will be compared to the Florida Department of Environmental Protection (FDEP) Commercial/Industrial Soil Cleanup Target Levels (SCTLs) [FAC 62-777] effective April 17, 2005. These values are referred to as cleanup target levels and represent site action levels that would be imposed by the FDEP. They are values useful for the evaluation of a site to compare reported constituent concentrations against values considered protective of human health and the environment.

It is anticipated that no investigation derived wastes will be generated during the soil boring advancement. If necessary, to return to existing grade, the borings will be backfilled with clean fill upon completion of the soil assessment activities thus, no soil will be containerized or transported offsite for disposal.

Site Regrading & Compaction Verification Testing – Post Construction

Site Regrading Plan

The FDEP Environmental Resource Permit (ERP) for the Site is No. 52-0199763-002-EI. In order to return the DMMA area to pre-existing elevations and prior to construction activities beginning on the DMMA site, a Site Testing and Regrading Plan will be developed by a qualified consultant to be retained by the City. The Testing and Regrading Plan shall be reviewed and agreed to between the City and Property Owner prior to acceptance and adoption by the City. A pre-construction topographic survey of the DMMA was completed by the U.S. Army Corps of Engineers (USACE) from February 26 through March 1, 2019. This survey will serve as the basis for the post-dredging restoration of the Site.

In general, the former DMMA shall be graded to the average pre-construction site grade or better in accordance with the Testing and Regrading Plan and will be gently sloped toward the existing sump area as shown on the pre-existing topographical survey. It is assumed that no other site restoration activities (sodding, seeding, etc.) will be completed as part of the Post Construction Site Regrading Plan. Post construction grading efforts will include appropriate stormwater pollution prevention plan best management practices and other applicable ERP permit requirements.

The revised USACE construction plan for the DMMA calls for import of approximately 5,000 cubic yards of additional fill material for construction of the DMMA berms. Any such imported fill material will remain on the site as the property of the Property Owner after project completion. Fill materials left behind by the USACE contractor will be graded and incorporated into the post-dredge restoration grading plan as described in the previous paragraph; or some, part, or all of the materials may be stockpiled on site if mutually agreeable between the City and Anclote Properties. Small-scale excavation of any existing unsuitable materials in the existing sump area or other areas on the DMMA project area will be completed and transported off site for disposal as required to accomplish the final grading goals as stated above.

Compaction Verification Testing

The City's consultant will verify soil density based on specified frequency and compaction efforts for all restorative earthwork activities.

Following final grading and compaction verification efforts, a post-construction topographic survey will be completed to allow comparison between pre-construction and post-construction conditions at the DMMA facility. This will be included in a Regrading & Compaction Report that will include associated geotechnical compaction verification testing results.

Post Construction Environmental Assessment

Following the completion of all DMMA and site regrading activities, the City's consultant will collect post-construction soil samples for analysis. Soil samples will be collected at approximately the same location and depths as the pre-construction sampling event. Potential contaminants of concern to be analyzed will include any reported analytes above FDEP Commercial/Industrial SCTLs identified during the pre-construction assessment effort and any characterized contaminants associated with the dredged soils staged on-site.

A final report including pre-and post-construction assessment result will be generated to document all assessment activities conducted and the laboratory analytical results as it compares to the FDEP Commercial/Industrial SCTLs outlined above.

Third Party Restoration Oversight

The City will engage a consultant to oversee the above-outlined restoration efforts. The oversight will include on-site personnel to verify and document regrading efforts and associated testing. Third party oversight will be performed by a qualified engineering firm with experience on similar mass grading projects.

Final Report of Completed DMMA Site Restoration

Within sixty days (60) days of the completion of the restoration efforts a final report documenting the DMMA site restoration will be prepared by a third party consultants engaged by the City that will include all pre-construction and post-construction environmental reports, geotechnical testing reports and an affirmative statement that the DMMA Site has been properly restored and meets all acceptable predetermined environmental and geotechnical standards. A copy of the report will be provided upon completion to the Property Owner.