

**BEFORE THE FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS AND
THE DIVISION OF ADMINISTRATIVE HEARINGS**

PROTECT KEY WEST, INC., d/b/a LAST STAND,

Petitioner,

vs.

DOAH Case Number
99-5327DRI

THE CITY OF KEY WEST, FLORIDA;
DEPARTMENT OF COMMUNITY AFFAIRS;
and NAVAL PROPERTIES LOCAL
REDEVELOPMENT AUTHORITY,

Respondents

IN RE: THE MATTER OF KEY WEST
CHAPTER 288 MILITARY BASE
REUSE PLAN

DCA Docket No.
MBC-NOI-4403-(a)-(1).

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by Petitioner PROTECT KEY WEST, INC., d/b/a LAST STAND ("Last Stand"); Respondent CITY OF KEY WEST, FLORIDA ("City"); and THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS ("Department"), as a complete and final settlement of all claims raised in the above-styled proceedings.

RECITALS

WHEREAS, the Department is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development

Regulation Act, Chapter 163, Part II, *Florida Statutes*; and the Florida Defense Conversion and Transition Act, Chapter 288, Part X, *Florida Statutes*; and

WHEREAS, the City is a local government with the duty and authority to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the City adopted Plan Amendments designed to implement its Plan for the Reuse of the Key West Navy Base on September 9, 1999; and

WHEREAS, the Plan Amendments set uses and densities and a development plan for the Key West Navy Base and provide for the transfer of the former Key West Navy Base to the City by the Federal Government; and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Plan Amendments, and determined that the Plan Amendments are in compliance with Florida law; and

WHEREAS, Last Stand filed administrative challenges to the Plan Amendments and to the Department’s determination that the Plan Amendments are in compliance under Chapter 288, Part X, *Florida Statutes*, and under Chapter 380, *Florida Statutes*; and

WHEREAS, the City disputes the allegations set out petitions filed by Last Stand; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

GENERAL PROVISIONS

1. **Negotiation of Agreement.** The Department issued its Notice and Statement of Intent to find the Plan Amendments in compliance. Last Stand filed petitions challenging the Plan Amendments and the Department’s determination. Subsequent to the filing of the Petitions

the parties conferred and agreed to resolve the issues in the Petitions, and in the Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

2. Dismissal. If the City adopts the amendments to its Comprehensive Plan that are required by this Agreement, Last Stand will voluntarily dismiss its challenges to the Plan Amendments and the Department's determination.

3. Description of Actions to be Taken by the City; Legal Effect of Agreement. Exhibit A sets out amendments to the City's Comprehensive Plan that the parties have agreed will resolve all of the issues raised in the petitions filed by Last Stand. Exhibit A is incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the amendments to the City's Comprehensive Plan that are set out in Exhibit A are adopted by the City that the Plan Amendments adopted to implement the City of Key West Military Base Reuse Plan will be in compliance.

4. Actions to be Considered for Adoption. The City agrees to consider for adoption by formal action of its governing body the amendments to its Comprehensive Plan that are set out in Exhibit A.

5. Adoption or Approval of Plan Amendments. Within 60 days after execution of this Agreement by the parties, the City shall consider for adoption the amendments to its Comprehensive Plan set out in Exhibit A to this Agreement. The City shall transmit 5 copies of the amendments to the Department, and shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the amendments, and a copy to any party granted intervenor status

in this proceeding. The amendments to the City's Comprehensive Plan shall be transmitted to the Department along with a letter which describes the actions adopted for each part of the plan amended, including references to specific portions and pages.

6. Review of Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted amendments to the City's Comprehensive Plan and Support Documents, the Department shall issue a Notice of Intent for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted actions satisfy this Agreement, the Department shall issue a Notice of Intent addressing both the Plan Amendments and the amendments adopted in accordance with this Agreement as being in compliance. The Department shall file this notice with the Division of Administrative Hearings.

b. Not in Compliance: If the City's actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the amendments to the City's Comprehensive in compliance or not in compliance as the Department determines appropriate, and shall take such further actions as are needed.

7. Effect of Amendment. Adoption of the amendments to the City's Comprehensive Plan that are set out in Exhibit A shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

8. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the plan amendments. The acceptance of proposals for purposes of

purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

9. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

10. Changes in Law. Nothing in this Agreement shall be construed to relieve any party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

11. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

12. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

13. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the City.

14. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the parties shall

request that the Administrative Law Judge stay further proceedings pending the City's taking the actions set out in Exhibit A.

15. Retention of Right to Final Hearing. The parties hereby retain the right to have a final hearing in these proceedings in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

16. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

17. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

18. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

19. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

20. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: J. Thomas Beck
J. Thomas Beck, Director
Division of Community Planning

5-12-00
Date

Approved as to form and legality:

Sheri A. Spiers
Assistant General Counsel

5-10-00
Date

CITY OF KEY WEST FLORIDA

By: Jimmy Weekley
Jimmy Weekley
Mayor

May 3, 2000
Date

Cheri Smith
Cheri Smith
City Clerk

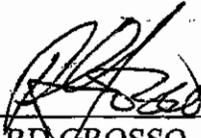
Approved as to form and legality:

Robert L. ...
City Attorney

May 3, 2000
Date

PROTECT KEY WEST, INC. D/B/A LAST STAND

By:



RICHARD GROSSO, ESQUIRE
Environmental and Land Use Law Center, Inc.
Shepard Broad Law Center
3305 College Avenue
Fort Lauderdale, Florida 33314
(954) 262-6140

EXHIBIT A
TO STIPULATED SETTLEMENT AGREEMENT

The City of Key West will amend its Comprehensive Plan by deleting the following existing objectives and policies: Objective 5B-1; Policies 5B-1.1, 5B-1.2, 5B-1.3, 5B-1.4, 5B-1.5, 5B-1.6, 5B-1.7, 5B-1.8, and 5B-1.9; and adding the following provisions:

OBJECTIVE 5B-1.A.: EXISTING PORT FACILITIES AT THE TRUMAN

WATERFRONT PARCEL. The operation of the Key West Port shall be consistent with all elements of the Comprehensive Plan. Only one cruise ship berth will be allowed at the Truman Waterfront Parcel. Expansion of other port facilities, including ferry facilities, at the Truman Waterfront Parcel must meet the objectives and policies in 5B-1.B.

Policy 5B-1.A.1.: Definition of City Port Facilities. The Truman Waterfront (including Mole Pier) shall be defined as one of the city's deep water port facilities.

Policy 5B-1.A.2.: Port Protection from Incompatible Land Uses. The Key West port at the Truman Waterfront Parcel shall be protected from the encroachment of incompatible land uses through the implementation of the Comprehensive Plan Future Land Use Map and application of the Plan's implementing Land Development Regulations.

Policy 5B-1.A.3.: Operational Guidelines. Within 180 days of conveyance of Mole Pier to the City of Key West, the Port Director will implement operational guidelines to ease impacts which may be created by cruised ships berthing at North Mole Pier. The Port Advisory Board shall conduct a public review of the proposed operational guidelines prior to their implementation.

Policy 5B-1.A.4.: Applicable State Coordination, State and Federal Permits. Upon becoming the property owner of the Truman Waterfront Port, the City of Key West shall apply for necessary submerged land leases and necessary related permits from the State of Florida in order to address the Outer Mole Pier cruise ship berth. The city will request the U.S. Navy to cooperate with the city for joint applications prior to the transfer of the property to the city. The City shall obtain all necessary submerged land leases from the State of Florida within one year of becoming the property owner. The one year limitation will be tolled if issues identified in the study process set out in Policy 5B-4.4 become issues in the submerged land lease process, if issues raised by the Department of Environmental Regulation during the submerged land lease process require studies that cannot reasonably be completed within one year, or if the submerged land lease is challenged in judicial or administrative proceedings. The City shall proceed with diligence to obtain any other permits that it is responsible for obtaining from the State of Florida or the United States.

Policy 5B-1.A.5.: Quality of Life Study. Within two years of becoming the property owner, the City will complete a comprehensive study of the impacts of the cruise ship berth at the Outer Mole on quality of life, environmentally sensitive resources, public amenities (including public

access and recreation), waterfront access and transportation/traffic. The study shall make specific recommendations on how to eliminate, mitigate or minimize adverse impacts. The study shall be submitted for public review and comment to a joint session of the Key West Planning Board and the Key West Port Advisory Board. They shall make a joint recommendation to the City Commission. The cruise ship berth at the Outer Mole may remain in operation in order to allow the City to study such impacts, under the following conditions until the completion and implementation of the study.

During the pendency of the Quality of Life Study, the Outer Mole Pier shall have a limit on the number of cruise ships of 230 cruise ships between October 1, 1999, and September 30, 2000; 240 cruise ships between October 1, 2000, and September 30, 2001; 250 cruise ships between October 1, 2001, and September 30, 2002; 260 cruise ships between October 1, 2002, and September 30, 2003.

The study shall analyze the need and desirability for limits, requirements and restrictions concerning the amount (in terms of port calls and passengers), location, timing, standards, mitigation measures and other actions necessary to ensure that the use of the Outer Mole Pier as a destination for cruise ships maintains the City's unique quality of life, does not exceed the capacity of the City's infrastructure, protects the environment and is in the best long term socio-economic interests of the City's residents.

Within one year of receipt of the study, or as otherwise recommended in the study, the City will react positively to the data, analysis and recommendations of the study through any necessary plan amendments, land development regulations and/or other actions.

The study shall be completed within two years from the date of conveyance.

The study shall be based upon the best available data and analysis and shall specifically identify, analyze and assess the following impacts, if any, of existing and increased cruise ship activity, including that of future, larger ships:

1. The economic impact (both positive and negative) on existing businesses and attractions in the City.
2. The City's costs of construction, maintenance and operation of all relevant public facilities, services and amenities which are reasonably attributable to the cruise ship industry.
3. The impact on the marine environment, including an assessment of impacts on sediment and water quality, the resuspension of sediments, turbidity, seagrass beds and all living marine resources.

4. Any adverse economic impacts resulting from any environmental degradation found to exist, to businesses dependant upon the resources identified in subsection 3.
5. The impacts on the need for affordable housing units, and how any increased demand can be met.
6. The impact to the character of and quality of life in the city.

The study shall assess the feasibility and advisability of certain management strategies, including, but not limited to:

1. Limitations on port calls and "black out" days so that cruise ships would not land in Key West when tourist activities are already pronounced, such as, but not limited to, Fantasy Fest and New Years Eve. Impacts such as pedestrian and vehicular traffic amounts and patterns, among other things, shall be considered in this analysis.
2. Practices such as increasing the minimum length of stay of cruise ships, increasing passenger spending, passenger management, increasing tariffs (including docking and disembarkation fees), berthing of small cruise ships, or other appropriate measures to maintain and increase revenues while reducing impacts of cruise ships.
3. The use of best management practices regarding dockside cleaning.
4. An assessment of the impacts of cruise ship activities upon public amenities, including recreational facilities and public waterfront access.
5. An assessment of the impacts of cruise ship activities upon infrastructure including transportation, water, sewer and solid waste facilities.
6. Specific strategies to eliminate, where possible, and minimize and mitigate adverse impacts.

The study shall be performed by an entity selected in accordance with the competitive procurement process set forth in Sections 1.266 and 1.267 of the City of Key West Code of Ordinances, subject to the following additional requirements:

- A. All entities wishing to participate in the competitive procurement process shall respond to a Request for Proposals (RFP) developed pursuant to subsections B and C of this Policy.
- B. The RFP shall be disseminated on a national basis and shall include, but is not limited to, its posting on the Internet with the Natural Resource Economics News

Group maintained by the University of Kentucky and the News Group maintained by the Association of Regional Economists and the advertisement of the RFP in the Journal of the Association of Environmental and Natural Resource Economics.

- C. No entity responding to the RFP which proposes to perform the study contemplated by Policy 5B-1.A.5 shall be eligible for selection by the City if such entity currently or within the past two years represented or was employed by commercial cruise ship interests. The entity selected shall also agree not to represent or be employed by commercial cruise ship interests until the study is finalized and presented to the City. The entity selected shall have expertise in the disciplines necessary to perform the analysis required to implement Policy 5B-1.A.5.

The City shall contract with a university in a collaborative effort to develop the scope of services required for the Quality of Life Study set forth in Policy 5B-1.A.5. After completion of the Quality of Life Study, the same university which participated in the development of the scope of services shall review the Quality of Life Study to determine that the study was performed in conformance with the scope of work.

OBJECTIVE 5B-1.B: EXPANSION OF PORT FACILITIES AT THE TRUMAN WATERFRONT PARCEL, MINIMIZING POTENTIAL ADVERSE LAND USE AND ENVIRONMENTAL IMPACTS. Any expansion or siting of new port facilities at the Truman Waterfront Parcel, if approved, shall be consistent with all elements of the Comprehensive Plan in a manner which first avoids to the greatest extent possible and when avoidance is not practicable, then minimizes and mitigates the potential adverse environmental impacts as well as conflicts between the port and areas around the Port. Expansion of port facilities, including ferry facilities, at the Truman Waterfront Parcel must meet the following objectives and policies.

Policy 5B-1.B.1: Expansion or Siting of New Port Facilities. Any expansion or siting of existing or new port facilities at the Truman Waterfront Parcel shall take place only after a finding by the City Commission, pursuant to the review process set forth in Policy 5B-1.B.2, that such facilities and their impacts will on balance contribute rather than detract from the quality of life for residents of Key West and protection of marine resources.

Policy 5B-1.B.2: Port Development/Expansion Consistency. In addition to The Development Plan Review Procedures as set forth for a major development in the Land Development Regulations shall be used for preparation and review of applications for expansion of existing port facilities at the Truman Waterfront Parcel or siting of new facilities at the Truman Waterfront Parcel.

The information required to be included in the development plan as well as the following additional information shall be included in port related development plan applications:

1. How will the project positively or negatively impact the areas targeted for redevelopment in the community, the community as a whole, and residents on a per capita basis?
2. What specific positive or negative impacts to the quality of life in the community will result from this project? Specific areas of concern include: Increased demand for housing, particularly affordable housing; jobs and job training programs; economic diversity; environmentally sensitive resources; public amenities including recreation and waterfront access; and, transportation and traffic.

The application including this information, together with the record of the public workshop(s) described under Policy 5B-1.B.3, shall form the basis for the finding of the City Commission that the proposal does or does not on balance, contribute to rather than detract from the quality of life for the residents of Key West and protection of natural resources.

Policy 5B-1.B.3.: Public Review Process for Port Expansion or Siting of New Facilities at the Truman Waterfront Parcel. In order to ensure adequate public discussion of port expansion activities during the development review process, a workshop to encourage public discussion of issues will be held after the development plan submittal to city staff and before the Planning Board makes a recommendation regarding the plan. This process is meant to supplement the existing development approval process as outlined in the Land Development Regulations.

1. A development plan shall be submitted to the Planning Director outlining proposed expansion plans and the impacts associated with the plan per the development plan submittal requirements of the land development regulations, including the information in Policy 5B-1.B.2.;
2. A joint workshop will be held between the Planning Board and the Port Advisory Board for the purposes of encouraging public discussion about the proposed expansion. The workshop will be chaired by the Planning Board Chairperson, according to the following guidelines.
 - a. The meeting will be held in a workshop format designed to encourage public discussion and interaction. The applicant will be encouraged to provide responses to questions and explain aspects of the application during the workshop. Board members will also be encouraged to enter the discussion or provide information. A hearing format is discouraged.
 - b. A neutral facilitation process can be used at the discretion of the Planning Director.

- c. At the end of the workshop, the following findings will be made by the members present from both boards: is additional information necessary for the Planning Board and City Commission to consider the plan? And, is additional public workshop discussion needed to clarify the plan? The findings should not include recommendations for or against the project at this time. If additional discussion is needed, further workshops can be scheduled. Additional information can be provided either at future workshops, if they are scheduled, or as an amendment to the development plan.
- d. The public workshop will be advertised in the local newspaper a minimum of seven days in advance of the meeting.

Policy 5B-1.B.4.: Definition of Port Expansion at the Truman Waterfront Parcel. Port Expansion at the Truman Waterfront Parcel shall be defined as an increase in berthing capacity (other than the one existing cruise ship berth on the Outer Mole Pier (which shall be appropriately permitted by the State of Florida) within the City of Key West's deep water port which requires new maritime-related infrastructure and/or channel deepening, including ferry facilities. The replacement or repair of existing infrastructure, so long as that activity is in the same location and does not increase capacity, as well as maintenance dredging shall not be considered expansion.

Policy 5B-1.B.5.: Port Protection from Incompatible Land Uses. The Key West port at the Truman Waterfront Parcel shall be protected from encroachment of incompatible land uses through the implementation of the Comprehensive Plan Future Land Use Map and application of the Plan's implementing Land Development Regulations.

RESOLUTION NO. 00-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SETTLEMENT AGREEMENT AMONG THE CITY, THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND PROTECT KEY WEST, INC. d/b/a LAST STAND INVOLVING THE BASE REUSE PLAN; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Settlement Agreement is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2ND day of MAY, 2000.

Authenticated by the presiding officer and Clerk of the Commission on MAY 3, 2000.

Filed with the Clerk MAY 3, 2000.

STATE OF FLORIDA
COUNTY OF MONROE
JOHN OWEN WEST, MAYOR

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

This copy is a true copy of the original on file in this office. Witness my hand and official seal this 9 day of May, 2000

Cheryl Smith
City Clerk

By Cheryl Smith

With append to add scope + consultant's;
bring protocol + scope to next meeting

Key West Harbor Turbidity Study Draft Outline 3/17/00

Background: In September of 1999, a ad hoc group of agency representatives met at the request of Billy Causey, Superintendent of the Florida Keys National Marine Sanctuary (FKNMS). The purpose was to discuss public concerns relating to the effect of Key West cruise ship traffic on marine resources and start the process for generating possible solutions. The meeting consisted of staff from FKNMS, the Florida Department of Environmental Protection and the US Environmental Protection Agency, City of Key West and the Port Authority, and the Harbor Pilots. At this meeting, it was agreed that a smaller group (Turbidity Study Work Group) would take a problem solving approach to the cruise ship turbidity issue and report on the results to the Technical Advisory Committee to the FKNMS Water Quality Protection Program (TAC). The Turbidity Study Work Group (work group) met twice in the fall, communicated via phone and fax and drafted a study outline.

On February 17th, 2000 members of the work group presented Sandra Walters 1998/1999 survey work for the Bar Pilots, and the draft outline to the TAC. The City of Key West requested technical assistance in evaluating the effects of turbidity. Four TAC members, John Hunt (FMRI), Gene Shinn (USGS), Erich Mueller (Mote Marine Lab), Jay Zieman (UVA) and Ron Jones (FIU) volunteered to provide scientific peer review for a turbidity study on potential large vessel traffic effects on coral reefs and other benthic communities around Key West. It was generally agreed that not enough is known about this issue and that turbidity or water clarity is a problem in the Florida Keys.

What is the Problem?

Does cruise ship and other large vessel traffic in Key West Harbor produce discernible turbidity, cause sedimentation or release contaminants significant enough to adversely affect benthic communities or other marine resources?

What Factors Affect this Problem?

Several factors have been identified. The first is the source of sediments that are resuspended and create the turbidity. Another may be the interaction of hull and propellers of cruise ships and other large vessels with bottom sediments, determined by depth and availability of sediments. The third is the dispersal of sediments through turbidity plumes, determined by currents, sediment characteristics and vessel traffic. The geographic area of concern consists of the entrance channel and harbor area of the Key West Federal Navigation Project, Mallory Dock, Outer Mole, Pier B, USCG docks, associated basins, cruise ship anchorage areas along the entrance channel and areas potentially affected by turbidity plumes, including the reef tract and Hawk Channel patch reefs.

This study scope does not include the effects of dredging and dredged material disposal, handling of liquid and solid wastes, stormwater runoff and other potential sources of environmental degradation from cruise ship operation not related to navigation. The project scope does not include aesthetics, quality of life issues and other cruise industry environmental issues that may be addressed in the Florida Keys Carrying Capacity Study.

Summary of Existing Evidence:

Evidence that a problem exists includes measurements of turbidity created by ship thrusters during docking maneuvers, visual observations of cruise generated turbidity plumes and visual observations of seagrass and bottom damage from anchoring. Turbidity measurements have been taken in relation to the permitting of Pier B. Measurements of ship generated turbidity are orders of magnitude greater than measurements of storm

"Key West Harbor Benthic Survey," Jim Fourquaran. FIU Southeast Research Program, May 13-15, 1999.

"Summary of Research on Impacts of Ships and Turbidity in Key West Harbor," Sandra Walters Consultants. June 15, 1999.

"Submerged Lands and Environmental Resource Program: Compliance Monitoring for Pier B ERP and Sovereign Submerged Lands Authorization." 1999.

"EPA/FKNMS Coral Reef/Hardbottom Monitoring Project: Station Species Inventory for Cliff Green and Western Head," Jennifer Wheaton, FMRI. October 26, 1999.

"Initial and Near-Field Subsequent Dilution at the Key West Outfall," John J. Tsai, et al. NOAA/Atlantic Oceanographic and Meteorological Lab, 1994.

"Dilution Study: Key West POTW Discharge," USEPA Environmental Services Division, Ecological Support Branch. May 9-16, 1994.

"Miami ODMDS Dredged Material Coral Reef Sedimentation Monitoring," Hugo F. Bezdek and John R. Proni. NOAA/AOML/OAD, 8/97 - present.

"Literature survey of turbidity effects on biological organisms," Darla Wilber.

"Responses of coral reefs and reef organisms to sedimentation," Caroline Rogers. Marine Ecology Progress Series Vol. 62: 185-202, April 5, 1990.