

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, November 18, 2022

**Hyatt Place West Palm Beach
295 Lakeview Avenue
West Palm Beach (Palm Beach County), Florida, 33401-5836**

Item 1. Call to Order.

Chair Blow will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Isiminger will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary Boehning will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

- a) Waterway Cleanup Funding Assistance to Miami-Dade County for the Annual Baynanza Biscayne Bay Waterway Cleanup Project in Miami-Dade County.
- b) Waterway Cleanup Funding Assistance to the Matanzas Riverkeeper for the Annual International Coastal Cleanup Project in St. Johns County.
- c) LagoonKeepers.org Small-Scale Derelict Vessel Removal Program Application, Palm Beach County, FL.
- d) City of St. Augustine Small-Scale Derelict Vessel Removal Program Application, St. Johns County, FL.
- e) Interlocal Agreement with the Marine Industries Association of South Florida to Conduct the New River Railroad Bridge Marine Vessel Traffic Study, Broward County, FL.
- f) Material Storage Area (MSA) 617-C Lease Amendment and Extension Request, Palm Beach County, FL.

(Please see back up pages 9-45)

RECOMMEND: Approval of the Consent Agenda.

Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: Approval of a Final Agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should fill out a speaker card and communicate with staff prior to that agenda item.*

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- July 15, 2022 – Finance & Budget Com. Mtg. *(Please see back up pages 46-47)*
- July 15, 2022 – Board Meeting *(Please see back up pages 48-58)*
- Sept. 8, 2022 - 1st Public Tax & Budget Hearing *(Please see back up pages 59-60)*
- Sept. 9, 2022 – Finance & Budget Com. Mtg. *(Please see back up pages 61-62)*
- Sept. 9, 2022 - Board Meeting *(Please see back up pages 63-76)*
- Sept. 22, 2022 – Final Public Tax & Budget Hearing *(Please see back up pages 77-80)*

RECOMMEND: Approval of the minutes as presented.

Item 8. Staff Report on Palm Beach County Area Status and Projects.

Staff will present a report on the District's Palm Beach County area status and projects. *(Please see back up pages 81-114)*

RECOMMEND: *(This item is presented for Board review and discussion only.)*

Item 9. Comments and Project Status from the U.S. Army Corps of Engineers.

Mr. Eduardo Marin of the U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Management is scheduled to present an update on projects and activities.

(Please see back up pages 115-128)

RECOMMEND: *(This item is presented for Board review and discussion only.)*

Item 10. Washington D.C. Report.

The District's federal governmental relations representative, Mr. Jim Davenport of Thorn Run Partners, is scheduled to attend the Board meeting and discuss activity pertaining to the District's Federal issues.

(Back up may be distributed at the meeting)

RECOMMEND: *(This item is presented for Board review and discussion only.)*

Item 11. Adjacent Partial Property Exchange at Material Storage Area 617-C, Palm Beach County, FL.

Last year, a neighbor (Mr. Lee Heaton) adjacent to the District's permanent, long-range Material Storage Area (MSA) 617-C in northern Palm Beach County contacted the District to determine our development plans for the site. After further discussions, Mr. Heaton requested the Board consider an equitable property swap for a corner portion of the District's property that adjoins his currently flag-shaped property boundary. The District would exchange the southwestern corner of MSA 617-C, approximately 5,604 square feet (currently being maintained by Mr. Heaton), for 3,535 square feet (including approximately seventy-two (72) feet of waterfrontage) of property between the Intracoastal Waterway and the District's existing property line.

If approved, the District would conduct all necessary due diligence prior to finalizing the exchange, including property assessments. Mr. Heaton would be required to record the exchange in the County records and pay any applicable fees, taxes, etc. The District would gain additional waterfrontage that may be beneficial to a future utility line relocation under the acquired property. Mr. Heaton would gain value to his flag-shaped property by adding a small portion of upland.

(Please see back up page 129-143)

RECOMMEND: Approval of a limited property exchange with the adjacent (2141 Ascott Road) neighbor to MSA 671-C, accepting all favorable due diligence and fees, Palm Beach County, FL.

Item 12. Presentation of a Disaster Relief Application - City of St Augustine Municipal Marina Repairs, St. Johns County, FL.

In accordance with Rule 66B-2.0061 Disaster Relief, applications may be submitted to the District and considered by the Board at any time during the year to aid an eligible applicant with the removal of navigation obstructions, and for the repair or replacement of waterway facilities damaged by a declared natural disaster. Eligibility continues by noting that the District shall consider these applications in accordance with the applicable sections of Rule 66B-2.

The FY 2022-2023 FIND Budget allocated \$3,000,000 for Disaster Relief which is available for new requests. In accordance with the referenced rules and procedures, the Applicant will present their project and the Board will rate and evaluate the project. If the project scores an average of 35 or above, the Board can award the requested funding accordingly.

(Please see back up page 144-164)

RECOMMEND: Review and consideration of City of St. Augustine's request for Disaster Relief funding consideration in the amount of \$250,000.00, St. Johns County, FL.

Item 13. **Bid Approval for Construction of Dredged Material Management Area BV-4B, Brevard County, FL.**

The District and Taylor Engineering have completed the design, engineering and permitting for designated permanent Dredged Material Management Area (DMMA) BV-4B. This site is located in northern Brevard County nears Mims, FL, north of Titusville. This site serves portions of Brevard Dredging Reaches I & II (Reaches BV-I & II). This particular site will need to undergo a period of consolidation settlement prior to becoming fully operational. Following site settlement, plans to maintenance dredge the corresponding Intracoastal Waterway reaches will be pursued.

The District accepted and opened sealed bids on November 14, 2022. The bids results are presented here for Board consideration and approval. This project has been budgeted and if approved, should be completed within twenty (20) months from the notice to proceed.

(Please see back up page 165-178 and additional information to be distributed at the Board meeting)

RECOMMEND: Approval of the apparent, qualified low bidder for construction of DMMA BV-4B, Brevard County, FL.

Item 14. **Scope of Services and Fee Proposal for Construction Administration Services, Dredged Material Management Area BV-4B, Brevard County, FL.**

Taylor Engineering has completed the design, engineering and permitting for the construction of Dredged Material Management Area (DMMA) BV-4B located near Mims, FL, in northern Brevard County. With the approval of the bid results (*please see Item 13, above*), the project will be moving forward to construction.

Taylor Engineering has offered a proposal and fee quote to provide necessary construction administration services for this project. The project construction duration is expected to be approximately 14 to 20 months. The proposal has been reviewed and is consistent with similar previously submitted proposals for other sites.

(Please see back up page 179-189)

RECOMMEND: Approval of a scope and fee quote from Taylor Engineering in the amount of \$415,772.00 for construction administration services for DMMA BV-4B, Brevard County, FL.

Item 15. **Scope of Services and Fee Proposal for Required Groundwater Monitoring, Dredged Material Management Area SJ-14, St. Johns County, FL.**

In preparation for the U.S. Army Corps of Engineers (USACE) upcoming Palm Valley South Dredging Project utilizing Dredged Material Management Area (DMMA) SJ-14, the District must secure a contractor to perform the groundwater monitoring required by the Florida Department of Environmental Protection's (FDEP) Environmental Resource Permit (ERP) #0129248-001-EI. Specific Condition 13 of the ERP states that during operation of DMMA SJ-14, the District must sample both groundwater and surface water at the site on a weekly basis for the parameters of chlorides, total dissolved solids, and pH. The increased sampling frequency is to commence at the

Item 15. (cont.)

start of dredging operations and is to continue for three (3) months following the cessation of operations.

Staff has procured a proposal from Bonn Environmental Services and Technologies, Inc, a Professional Geologist who is based nearby (Ponte Vedra Beach) and has successfully performed work for the District in previous years. USACE has estimated that dredging operations will take one hundred eighty (180) days to complete. Based on this estimate, the District will need to conduct 30 continuous weekly sampling events.

(Please see back up page 190-204)

RECOMMEND: Approval of a scope and fee quote in the amount of \$33,900.00 from Bonn Environmental Services & Technologies Inc. for required groundwater monitoring for DMMA SJ-14, St. Johns County, FL.

Item 16. Dredged Material Management Area SJ-14 Discharge Pipeline Repair, St. Johns County, FL.

In August of 2022, a video inspection of the discharge pipeline at Dredged Material Management Area (DMMA) SJ-14 was conducted as part of the existing permit conditions. During the inspection and subsequent physical verification, a material defect was identified in a twenty-five (25) foot section of HDPE pipe running under Davis Park Road. The defect has resulted in an estimated restriction of the pipeline's conveyance capability by approximately sixty-five (65) percent.

In September of 2022, with only very rough estimates and a pending U.S. Army Corps of Engineers (USACE) maintenance dredging project scheduled to utilize this site, staff requested the Board approve an initial estimate of \$245,000.00 to repair the pipeline defect. Taylor Engineering immediately began working on the plans and specifications for the project which were then later sent out to potential contractors.

Several potential contractors were contacted to conduct the repair. Only one contractor (Petticoat-Schmitt Civil Contractors, Inc. (PSSC), provided a cost estimate for the requested work. Their estimate totals \$418,995.00, plus an additional 1.5% for performance and payment bonds, for a total price of \$425,279.93 to complete the needed work in the required timeframe (sixty (60) days from the notice to proceed). PSSC is a reputable underground utility contractor headquartered in Jacksonville, Florida, who has indicated that the repair work can be conducted in the required timeframe. The schedule is essential to ensure that the federally funded, USACE Palm Valley South Maintenance Dredging Project will move forward as planned. Further delays in the schedule could jeopardize the available federal funds for this project. Staff believes that the timing and urgency of these repairs has caused contractor proposals to come back higher than originally anticipated or elicited no response.

(Please see back up pages 205-228)

RECOMMEND: Approval of a bid from Petticoat-Schmitt Civil Contractors, Inc. in the amount of \$425,279.93 to complete the necessary pipeline repairs at Dredged Material Management Area SJ-14, St. Johns County, FL.

Item 17. **Interlocal Agreement for Participation in the Duval County Property Appraiser/Tax Collector Homestead Exemption Audit Program.**

The Duval County Property Appraiser's office is working on an initiative to perform an audit on the entire county tax roll in an effort to ensure that all recipients of homestead exemptions are legitimate. In order to conduct this audit, other property appraisers are utilizing third-party vendors to conduct a mass "big-data" exercise to identify potential cases of fraud. If cases of potential fraud are identified, the vendor would have the Property Appraiser's staff review each case to determine if actual fraud were present. If the District chooses to participate in this audit, a three-party Interlocal Agreement would need to be executed between the Florida Inland Navigation District, the Nassau County Tax Collector, and the Nassau County Property Appraiser.

(Please see back up pages 229-251)

RECOMMEND: Approval of a three-party Interlocal Agreement between the District, the Duval County Tax Collector and the Duval County Property Appraiser for participation in their exemption audit program, Duval County, FL.

Item 18. **Waterway Assistance Program Project Extension Requests in Accordance with the Florida Governor's Hurricane Ian Emergency Declaration #2022-218 and #2022-219, FL.**

On September 23, 2022, with a tropical system approaching, Governor Ron DeSantis declared a State of Emergency in twenty-four (24) Florida counties. By law and in accordance with the District's Assistance Program Rule 66B-2.009(7), grant projects impacted by a Governor's declared state of emergency can, with the approval of the Board, have their grant agreement extended. The extension of time granted shall not exceed one additional three (3) year period.

Miami Dade County has requested an extension of their Waterway Assistance Project (WAP) project agreement for the Pelican Harbor Marina Fuel Dock and Wave Attenuator, Project #DA-19-242. The contractor was in the process of completing the punch list when the job site was closed due to the approaching Hurricane.

The Town of Marineland has requested an extension of their Waterway Assistance Project (WAP) project agreement for the Town of Marineland Marina Phase III, Project #FL-ML-17-28. As a result of Hurricane Ian, all work at the marina ceased and damage assessment is being completed.

The City of Riviera Beach has requested an extension of their Waterway Assistance Program (WAP) project agreements for the City's Riviera Beach Marina Pier "F", Project #PB-RB-17-196 and Riviera Beach Marina Final Docks, Project #PB-RB-18-199. As a result of Hurricane Ian, all work at the marina ceased and the transportation of the dock materials from St. Petersburg to Riviera Beach has been delayed.

(Please see back up pages 252-254)

RECOMMEND Approval of a one (1) year project agreement extension for Waterway Assistance Program Project Numbers: DA-19-242, FL-ML-17-28 PB-RB-17-196 and PB-RB-18-199, (Revised expiration date: September 30, 2023), in accordance with the District's Assistance Program Rule 66B-2.009(7) for a Declared State of Emergency.

Item 19. **Letter of Support for the City of Atlantic Beach’s FDOT Request for the Surplus of Johnston Island for Public Access Duval County, FL.**

Johnston Island is a 4+ acre island on the Intracoastal Waterway (IWW) in Atlantic Beach, currently owned by the Florida Department of Transportation (FDOT). It is accessible from the water, and by an existing unnamed FDOT access road and bridge. The access road runs parallel to the Atlantic Boulevard State Road 10 IWW bridge. The island is largely fenced off, but the unfenced right of way area under the SR 10 bridge remains an extremely popular area for fishing and picnicking. With its prime location along the IWW, the island and right of way together offer a unique waterfront park opportunity for northern Florida, and it holds the potential as an ideal means of achieving a strategic need regarding IWW access for both commercial and recreational purposes.

Interest in the island began with the City of Atlantic Beach’s initial discussion with FDOT for a public use agreement for access to the island. FDOT responded by noting the aging existing access road bridge has been repaired once with pin piles and those piles are now scoured. It is FDOT’s opinion that the roadway is beyond repair and must be demolished. Given all other factors, and the failure rating of the bridge in particular, the City is now asking that FDOT consider a surplus agreement of the island, the access road, and the bridge to Atlantic Beach. FDOT has said it would not consider a surplus agreement unless the bridge was removed prior to executing the agreement, or that the removal of the bridge would have to be a condition of the surplus agreement.

The island is one of the last few undeveloped, waterfront properties among the densely residential area between the St. Johns River and the Duval County south boundary with sufficient water depths for boating access. Atlantic Beach Mayor Glasser has submitted a request to FDOT, (please see attached backup material), that has yet to be acted upon. Noteworthy is local public ownership of the island would allow the District and other entities to participate in cost-share funding for necessary island improvements.

(Please see back up pages 255-270)

RECOMMEND Approval of a letter to FDOT in support of the City of Atlantic Beach’s request for the surplus of Johnston Island, Duval County, FL.

Item 20. **Finance and Budget Committee Report.**

The District’s Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on the Committee’s agenda.

(Please refer to the Finance and Budget Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District’s Finance and Budget Committee.

Item 21. **Personnel Committee Report.**

The District’s Personnel Committee met prior to the Board meeting and will provide their recommendations concerning items on the Committee’s agenda.

(Please refer to the Personnel Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District’s Personnel Committee.

Item 22. **Additional Staff Comments and Additional Agenda Items.**

Item 23. **Additional Commissioners Comments.**

Item 24. **Adjournment.**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting**

9:00 a.m., Friday, November 18, 2022

**Hyatt Place West Palm Beach
295 Lakeview Avenue
West Palm Beach (Palm Beach County), Florida, 33401-5836**

**Item a. Waterway Cleanup Funding Assistance to Miami-Dade County for the Annual
Baynanza Biscayne Bay Waterway Cleanup Project in Miami-Dade County.**

Miami-Dade County has submitted a request for their annual [Baynanza Biscayne Bay Waterway Cleanup](#) Project in Miami-Dade County. The District has funded this cleanup for many years, and it has been very successful. The request is for \$10,000. The proposal is consistent with the District's program rules. As two separate waterway cleanup requests are expected from Miami-Dade County this year, staff recommends dividing available funding between the two Miami-Dade County waterway cleanup requests.

(Please see back up pages 11-13)

RECOMMEND: Approval of the request from Miami-Dade County for funding assistance with the Baynanza Biscayne Bay Waterway Cleanup Project in Miami-Dade County in an amount not to exceed \$5,000.00.

**Item b. Waterway Cleanup Funding Assistance to the Matanzas Riverkeeper for the Annual
International Coastal Cleanup Project in St. Johns County.**

[The Matanzas Riverkeeper](#) has submitted a funding request for the 2022-2023 Litter Gitter Cleanup Project in St. Johns County. The District funded this cleanup organization last year, and it was very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 14-16)

RECOMMEND: Approval of the City of St. Augustine's request for up to \$3,705.00 cost-share through the District's Small-Scale Derelict Vessel Removal Projects program, St. Johns County, FL.

**Item c. LagoonKeepers.org Small-Scale Derelict Vessel Removal Program Application, Palm
Beach County, FL.**

The [LagoonKeepers.org](#) has submitted a funding assistance request for the removal of four (4) derelict vessels located on the District's waterways within Palm Beach County. The total project cost is estimated to be \$40,400.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. LagoonKeepers.org is requesting \$30,300.00 (75%) District funding reimbursement.

(Please see back up pages 17-24)

RECOMMEND: Approval of LagoonKeepers.org request for up to \$30,300.00 cost-share through the District's Small-Scale Derelict Vessel Removal Projects program, Palm Beach County, FL.

Item d. **City of St. Augustine Small-Scale Derelict Vessel Removal Program Application, St. Johns County, FL.**

The City of St. Augustine has submitted a funding assistance request for the removal of three (3) derelict vessels located on the District's waterways within St. Johns County. The total project cost is estimated to be \$27,565.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. The City of St. Augustine is requesting \$20,673.75 (75%) District funding reimbursement.

(Please see back up pages 25-36)

RECOMMEND: Approval of the City of St. Augustine request for up to \$20,673.75 cost-share through the District's Small-Scale Derelict Vessel Removal Projects program, St. Johns County, FL.

Item e. **Interlocal Agreement with the Marine Industries Association of South Florida to Continue the New River Railroad Bridge Marine Vessel Traffic Study, Broward County, FL.**

At the September 2022 Board of Commissioners meeting, Patience Cohn with the Marine Industries of South Florida (MIASF) briefed the Board on the New River railroad bridge monitoring program, funded in part by FIND. MIASF has been monitoring train activity over the New River since 2017 to assure compliance of a U.S. Coast Guard regulation of no more than 60 minutes closure within a timeline of 120 minutes. MIASF has established routine coordination with the Florida East Coast Railway (FECR) Dispatch Company and Brightline, a passenger service operating on the FEC railway. This ongoing study has helped to assure that the navigability of the New River is not compromised by the addition of passenger traffic over the FEC bridge.

MIASF is requesting to continue this monitoring of vessel movements and the duration of present railroad bridge closures for the next two years with a requested 50% cost-share funding from the Navigation District in this important data collection effort. The U.S. Coast Guard has expressed that this data effort is instrumental in their enforcement efforts and permitting operations of the railroad bridges.

(Please see back up pages 37-43)

RECOMMEND: Approval of a two-year Interlocal Agreement with the Marine Industries Association of South Florida in the amount of \$18,850 to continue the New River Railroad Bridge Marine Vessel Traffic Study, Broward County, FL.

Item f. **Material Storage Area (MSA) 617-C Lease Amendment and Extension Request, Palm Beach County, FL.**

On October 11, 2019, the FIND Board of Commissioners approved a Lease Agreement to Palm Beach County for the use of Material Storage Area (MSA) 617-C for the handling and temporary storage of rock, shell, and sand material during the renourishment of Juno Beach, the renourishment of Jupiter Beach, as well as the storage of materials for the restoration of Tarpon Cove Islands, all public enhancement projects. This lease was then amended on July 16, 2021, to include the use of MSA-617-C for staging materials for the restoration of Sawfish Island, and to extend the term of the lease until December 31, 2022.

The County has requested an amendment to extend the lease agreement through July 31, 2024. All other existing lease terms will remain in effect.

(Please see back up pages 44-45)

RECOMMEND: Approval of Lease Agreement Extension #2 with Palm Beach County through July 31, 2024, for the use of MSA-617-C, Palm Beach County, FL.



Department of Regulatory and Economic Resources

Environmental Resources Management

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September 14, 2022

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

RE: Request for Sponsorship Funding Towards Baynanza 2023

Dear Ms. Zimmerman:

Miami-Dade County is hard at work planning Baynanza 2023 with our annual two-month celebration of Biscayne Bay. Miami-Dade County has greatly appreciated the Florida Inland Navigation District (FIND) support for our annual Baynanza Biscayne Bay Cleanup Day over the last two decades, and we look forward to a partnership once again in 2023.

Baynanza's 41st anniversary will be celebrated during March and April of 2023, with the annual Biscayne Bay Cleanup Day taking place on Saturday, April 15, 2023, at twenty-five plus sites across Miami-Dade County. Baynanza 2023 will include a diverse collection of public, private, and non-profit community partners working together to celebrate the bay, focus on education, and on April 15, 2023, is expected to draw 6,000 community volunteers in an effort to clean our shores and spoil islands of trash and debris.

FIND has been an integral supporter of Baynanza over the years, and this year we respectfully ask FIND to consider matching their historical annual support of \$10,000 for Baynanza 2023. FIND's financial contribution helps fund the Baynanza t-shirts which are provided to all Baynanza participants. The t-shirts cost approximately \$30,000 to procure, are treasured by event participants and are an essential element in reminding our community about the importance of protecting our waterways and marine environment. In return for your sponsorship, FIND's logo will appear in Baynanza 2023 print and electronic marketing materials, including the commemorative 2023 Baynanza Poster, the Baynanza T-Shirt and the 2023 Calendar of Events which is printed and disseminated across our community.

Baynanza will be coordinated under my direct supervision, and all proceeds contributed towards the event will be managed by the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM). DERM values your commitment to our environment and to Biscayne Bay, and we thank you for your financial considerations in support of Baynanza 2023. If you have any questions or if you would like to discuss this matter further, please do not hesitate to contact me at (305) 372-6617 or at Eva.Lizardo@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Eva Lizardo", with a large, stylized flourish at the end.

Eva Lizardo, Sr. Manager
DERM Outreach Initiatives



The History of Baynanza

Baynanza was created in 1982 in an effort by Miami-Dade County to raise awareness of the vital environmental and economic importance of Biscayne Bay, the county's sub-tropical shallow estuary, national marine sanctuary and national park. At the time, Biscayne Bay was threatened from the direct impacts of pollution by sewage runoff, marine debris, and other contaminants, and Baynanza was conceived as a way to highlight these environmental issues and engage the community in recovery efforts. Miami-Dade County joined forces with local community leaders and public and private partners to highlight the environmental importance of the bay and raise awareness of the challenges facing this unique marine resource.

To date, Baynanza remains as one of the largest coastal cleanup in South Florida, and forty-one years later the Baynanza Biscayne Bay Cleanup Day has become a staple in the local efforts to clean our coastal areas and raise community environmental awareness. During the annual Cleanup Day, thousands of volunteers spread out across twenty-five plus locations in Miami-Dade County to remove several tons of trash from our shorelines and bay islands. And Baynanza is more than just a 1-day event, as this internationally known program engages our community through the incorporation of more than 45 educational and inspirational environmental events organized by community partners during the Baynanza months of March and April each year.

| Baynanza Biscayne Bay Cleanup Day 2023 Budget | | |
|---|-----------------|-----------------------|
| Description | Cost | Contributions |
| Sanitation Equipment & Supplies (toilets, dumpsters, recycle trash, biohazard disposal) | \$10,000 | |
| Commemorative t-shirts (8,000 shirts) | \$30,000 | From FIND \$10,000 |
| Staff Day of the Event | \$24,000 | |
| Staff Event Planning | \$13,000 | |
| Event Supplies (water, ice, garbage bags, etc.) for the volunteers | \$2,500 | |
| Cargo Equipment Rental / Services / Parks Stage | \$4,000 | |
| Site Signage and Banners | \$2,000 | |
| Commemorative Calendar of Events | \$5,500 | |
| Miscellaneous Supplies | \$3,000 | |
| Cleanup Sites Organizer's Kit (Safety kits, etc) | \$1,000 | |
| Postage | \$1,000 | |
| Transportation (Vehicles / Vans) | \$2,000 | |
| Total | \$98,000 | \$10,000 |

October 20, 2022

Florida Inland Navigation District (FIND)
1314 Marcinski Rd
Jupiter, FL 33477



Re: FIND Waterway Cleanup Grants – Request for Funding

Dear Ms. Zimmerman,

Thank you so much to both you and the Florida Inland Navigation District for your continued support through the FIND Waterway Cleanup Grant program. Our cleanup program, the Litter Gitter, has become a staple in our community, combining environmental stewardship with community service, and we are looking forward to the opportunity to continue to partner with FIND.

About Us

Matanzas Riverkeeper is a non-profit organization dedicated to protecting the health of the Guana, Tolomato, and Matanzas River watershed through advocacy, education, and community engagement. Our work includes everything from advocating for stronger water quality protections, to organizing river cleanups, to teaching children and adults alike how to be good stewards of our environment. Litter is one of the most visually apparent threats to our water quality, and therefore one that many people can easily understand. We work in an area that is becoming rapidly urbanized and has a large tourism industry. As a result, we are continually seeing trash ending up in our local waterways.



The Litter Gitter is a program of Matanzas Riverkeeper that takes members of our community out on the intercoastal waterway and its tributaries to remove trash and to learn about the issues surrounding marine debris and litter. The namesake of the program is the Litter Gitter II: a bright yellow 24-foot Carolina skiff, specially equipped for removing large volumes of debris. The program is based out of Genung's Fish Camp in St. Augustine, FL and conducts cleanups along the intercoastal waterway in St. Johns County and beyond.

The Litter Gitter program works to ensure that our local waterways stay clean and healthy while giving volunteers an opportunity to get their hands dirty and to do their part. The most apparent result of this program is cleaning up our waterways by removing trash, but the benefits run much deeper than that. We aim to educate participants about the issues associated with single-use plastics and the shortfalls of the recycling industry and encourage them to take the next step and try to effect meaningful changes both at home and in our community.

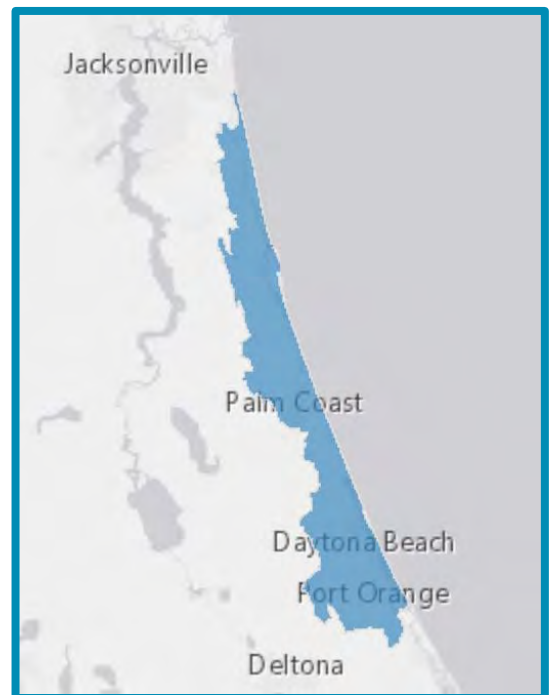
Results

Since her maiden voyage in February of 2016, the Litter Gitter has removed over 40,000 pounds of debris from the Matanzas River—much of which was light-weight, single-use plastic! We have collaborated with many groups for waterway cleanups including school groups, church groups, civic organizations, local governments, rehabilitation programs, environmental organizations, and so much more. The locations of our cleanups have spanned the intercoastal waterway from Fernandina Beach down to New Smyrna, with a focus on the ICW in St. Johns County. Additionally, we have begun to host more land-based coastal cleanups to tackle litter in high traffic/ high trash areas. We recently hosted a joint Litter Gitter and land-based clean up in partnership with St. Johns County and other local nonprofit organizations where 56 volunteers removed 1,638 pounds of debris from one of the tributaries to the Matanzas River in just a few hours.



Since September of 2021 we were able to host 32 cleanups with over 500 volunteers to remove over 6,500 pounds of trash and debris from St. Johns County waterways and shorelines. Thanks in part to regular Litter Gitter cleanups over the past several years, we have witnessed a notable reduction of trash and debris in local waterways. Unfortunately, with the damage caused by hurricane Ian, we are anticipating an increase in litter and debris along our coast. In addition to pollution issues, hurricane debris can cause hazards for boaters and swimmers alike. We are anticipating an increase in large debris collected on future trips.

In addition to removal and disposal of hurricane debris, we are planning on increasing our data collection efforts during clean up events. In past years, we have focused on weight of trash removed. Moving forward we are going to make a concerted effort to catalog the specific types of trash that we are picking up as well.



Our project area includes the Guana, Tolomato, and Matanzas Rivers and their watersheds through St. Johns and Flagler counties.

Projected Budget

| Description | Cost | Notes |
|----------------------------------|----------------|---|
| Fuel & Supplies | \$1,000 | Fuel for the vessel to conduct waterway cleanups to access hard to reach areas where debris builds up that would be inaccessible by land and supplies to keep volunteers safe and dry during both Litter Gitter and land-based cleanups |
| Vessel Operation and Maintenance | \$2,500 | Vessel registration, insurance, and maintenance to ensure that volunteers and crew are safe and protected while participating in Litter Gitter cleanups |
| Merchandise | \$1,500 | Either hats or sun shirts to ensure that volunteers are identifiable as volunteers and protected from the sun while participating in cleanups |
| Total | \$5,000 | |

Additional expenses for the Litter Gitter program that will be covered with funds other than the FIND Waterway Cleanup Grant include:

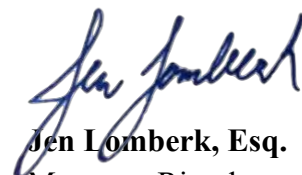
- Operating stipend for a licensed captain
- Volunteer time participating in cleanups
- Staff hours for recruiting volunteers, coordinating cleanups, and cataloging debris data
- Dumpster for bulk of small trash
- Fees to dispose of large items such as lumber and tires that must be taken to the landfill

Recognizing FIND

In order to ensure that FIND's support to the Litter Gitter program is recognized, FIND will be highlighted in the following ways:

- FIND's logo will be featured in the sponsor section of the [Litter Gitter website](#)
- An announcement thanking FIND in the Matanzas Riverkeeper newsletter (1,200+ subscribers)
- An announcement thanking FIND on both of our Facebook pages (over 7.2k followers)
- Including FIND's logo on the Litter Gitter informational brochures
- Maintaining a decal of FIND's logo on the Litter Gitter

We sincerely appreciate your consideration and support. Please do not hesitate to reach out with any questions or comments.



Jen Lomberg, Esq.

Matanzas Riverkeeper

Jen@MatanzasRiverkeeper.org

ATTACHMENT A
**FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION**

Applicant: LagoonKeepers.org

Project Title: PBCICW2022_420_423

Contact Person: Gregory Reynolds

Title: Executive Director

Address: 901 West 15th Street

Riviera Beach, Florida Zip Code: 33404

Telephone: 561-255-6974 Fax: 561-828-7700

Email: gregory@Lagoonkeepers.org

Number of Vessels and waterway locations: four vessels Palm Beach County ICW
(Please include pictures and map locations on a separate worksheet)

Vessel Distance from the Intracoastal Waterway 100 feet

Total Estimated Costs to removal all vessels: \$ 40,400.00 ; FIND Funding Requested: \$ 30,300.00
% of total cost: 75 . Please complete and attach a cost estimate sheet (Form # 01-06) for each vessel to be removed, in addition to a contractor bid sheet)

Amount and Source of Applicants Matching Funds: \$10,100.00, Palm Beach County ERM

Other (non-FIND) Assistance applied for (name of program and amount) -

Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FFWCC) (or other applicable marine law enforcement agency) as derelict? yes If not, explain: _____

Have all necessary permits and or approvals been approved for the removal of the derelict vessels? yes

If not, please explain: _____

I hereby certify that the information provided in this application is true and accurate.

SIGNATURE:  DATE: 10-6-2022

ATTACHMENT B

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE

(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: LagoonKeepers.org

PROJECT: PBCICW2022_ 420_ 423

VESSEL LOCATION AND IDENTIFICATION: China Doll 41'sail, Island Time 36 sail, FL 6991 HE 27' sail, FL 7547 NP 33' powerboat, central PBC 100' from channel.

| Project Elements <i>(Please list the project cost elements and provide a general cost break out for each one.)</i> | Quantity Estimated Cost (Number or cost per vessel) | Applicant's Cost | FIND Cost |
|--|---|-------------------------|------------------|
| FWC-22ON-0035744 "China Doll" 41 sail. Remove the vessel, at the discretion of law enforcement prepare for transport including the removal and disposal of all environmentally sensitive fluids, oil, gas, diesel, batteries ect. then transport to waste to energy plant after removing all recyclable items. | \$ 12,300.00 | \$ 3,075.00 | \$ 9,225.00 |
| FWC-22-ON-21757 "Island Time" 36 sail. Remove the vessel, at the discretion of law enforcement prepare for transport including the removal and disposal of all environmentally sensitive fluids, oil, gas, diesel, batteries ect. then transport to waste to energy plant after removing all recyclable items. | \$ 9,850.00 | \$ 2,462.50 | \$ 7,387.50 |
| FWCS-22-ON-0059577 33' powerboat. Remove the vessel, at the discretion of law enforcement prepare for transport including the removal and disposal of all environmentally sensitive fluids, oil, gas, diesel, batteries ect. then transport to waste to energy plant after removing all recyclable items. | \$ 9,500.00 | \$ 2,375.00 | \$ 7,125.00 |
| FWCS-22-ON-0059577 33' powerboat. Remove the vessel, at the discretion of law enforcement prepare for transport including the removal and disposal of all environmentally sensitive fluids, oil, gas, diesel, batteries ect. then transport to waste to energy plant after removing all recyclable items. | \$ 8,750.00 | \$ 2,187.50 | \$ 6,562.50 |

**** TOTALS =** \$ 40,400.00 \$ 10,100.00 \$ 30,300.00

ATTACHMENT C
Small-Scale Derelict Vessel Removal Projects Funding Policy
(Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure — Applications shall be submitted on a completed FIND Form No. 05-01 (effective date 04-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have an outstanding bid for removal for such vessels, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for profit organization.

(4) District funding shall be limited to \$50,000 per county, per year, provided on a reimbursement basis only.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in, the District's waterways, as defined in subsection 66B-2.003(28) "Waterways".

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.



**Department of Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbcgov.com/erm



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

September 12, 2022

Mr. Gregory Reynolds, Executive Director
LagoonKeepers.org
P.O. Box 14932
North Palm Beach, FL 33408

**SUBJECT: AUTHORIZATION TO REMOVE DERELICT VESSEL
MARINE DEBRIS REMOVAL CONTRACT (R2020-0267)**

Dear Mr. Reynolds:

Please consider this as your authorization for the removal of four derelict vessels as outlined in your enclosed application (FWC-22ON-0035744, FWC-22-ON-21757, FWCS-22-ON-0059577 and FWC-22ON-0035740).

In accordance with our contract, these vessels have been cleared for removal by Officer Marcin Trawinski and Officer James Riggs with the Florida Fish and Wildlife Conservation Commission, as defined in sections 705.101(3) and 823.11, Florida Statutes (see enclosed letter).

If you have any questions or concerns, please contact Ms. Jena McNeal, Environmental Supervisor, at 561-233-2444.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deborah Drum".

Deborah Drum, Director
Environmental Resources Management

Enclosures

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

FWC-22ON-0035740

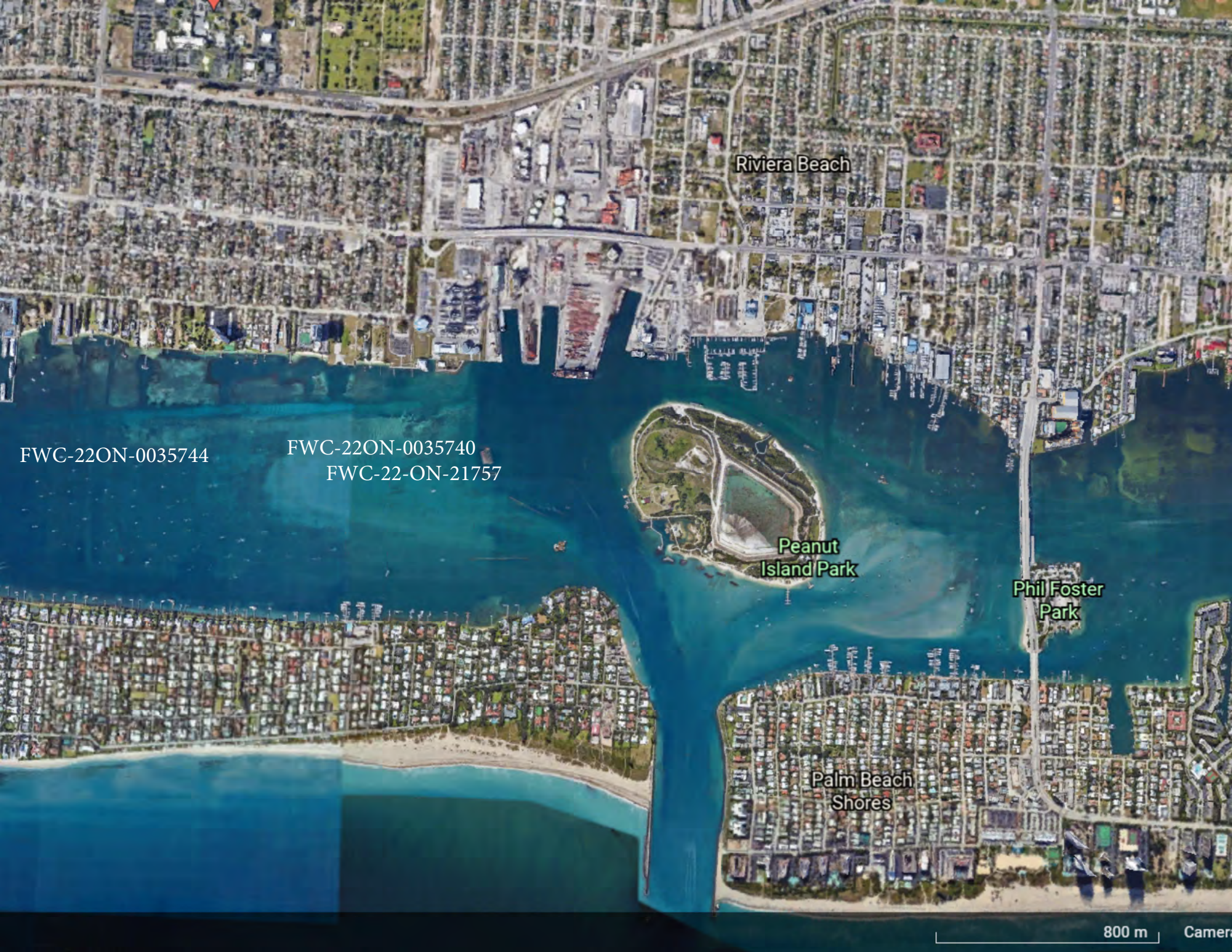


FWC-22-ON-21757





FWCS-22-ON-0059577



Riviera Beach

FWC-22ON-0035744

FWC-22ON-0035740

FWC-22-ON-21757

Peanut
Island Park

Phil Foster
Park

Palm Beach
Shores

800 m

Camera



"Snook Islands"

FWCS-22-ON-0059577

800 m

Camera

ATTACHMENT A
**FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION**

Applicant: City of St Augustine

Project Title: COSA Small-Scale Derelict Vessel Removal 2022-4

Contact Person: Corey Sakryd

Title: Grants Coordination Administrator

Address: PO Box 210

St. Augustine, Florida Zip Code: 32085-0210

Telephone: (904) 209-4306 Fax: (904) 825-1051

Email: csakryd@citystaug.com

Number of Vessels and waterway locations: three (3,)
(Please include pictures and map locations on a separate worksheet)

Vessel Distance from the Intracoastal Waterway See attached 2022-4 COSA Derelict Vessel Documentation

Total Estimated Costs to removal all vessels: \$27,565.00; FIND Funding Requested: \$20,673.75
% of total cost: 75. Please complete and attach a cost estimate sheet (Form # 01-06) for each vessel to be removed, in addition to a contractor bid sheet)

Amount and Source of Applicants Matching Funds: _____

Other (non-FIND) Assistance applied for (name of program and amount) \$6,891.25 from the St. Augustine Port Waterway & Beach District

Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FFWCC) (or other applicable marine law enforcement agency) as derelict? Yes If not, explain: _____

Have all necessary permits and or approvals been approved for the removal of the derelict vessels? Yes

If not, please explain: _____

I hereby certify that the information provided in this application is true and accurate.

SIGNATURE:  DATE: 10-7-22

ATTACHMENT B

**FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION**

PROJECT COST ESTIMATE

(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: City of St Augustine

PROJECT: COSA Small-Scale Derelict Vessel Removal 2022-4

VESSEL LOCATION AND IDENTIFICATION: See attached 2022-4 COSA Derelict Vessel Documentation

| Project Elements <i>(Please list the project cost elements and provide a general cost break out for each one.)</i> | Quantity Estimated Cost (Number or cost per vessel) | Applicant's Cost | FIND Cost |
|--|--|-------------------------|--------------------|
| 39' C&C Yacht Sailboat Haul out and transport to WWTF: \$12,000 Demolition : \$2,000 Tipping Fees : \$1,100 | \$15,100.00 | \$3,775.00 | \$11,325.00 |
| 31' Criss Craft Cabin Cruiser Repairing, Floating, Towing: \$5,115 Haul out and Transport to WWTF \$1000 Demolition: \$800 Tipping Fees: \$800 | \$7, 715.00 | \$1,928.75 | \$5,786.25 |
| 38' Heritage Yacht Sailboat Towing: \$1,050.00 Haul out: \$700.00 Demolition: \$2,000 Tipping Fees: \$1000 | \$4,750.00 | \$1,187.50 | \$3,562.50 |

| | | | |
|--------------------|---------------------------|--------------------------|---------------------------|
| ** TOTALS = | <u>\$27,565.00</u> | <u>\$6,891.25</u> | <u>\$20,673.75</u> |
|--------------------|---------------------------|--------------------------|---------------------------|

ATTACHMENT C
Small-Scale Derelict Vessel Removal Projects Funding Policy
(Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure — Applications shall be submitted on a completed FIND Form No. 05-01 (effective date 04-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have an outstanding bid for removal for such vessels, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for profit organization.

(4) District funding shall be limited to \$75,000 per county, per year, provided on a reimbursement basis only.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in, the District's waterways, as defined in subsection 66B-2.003(28) "Waterways".

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

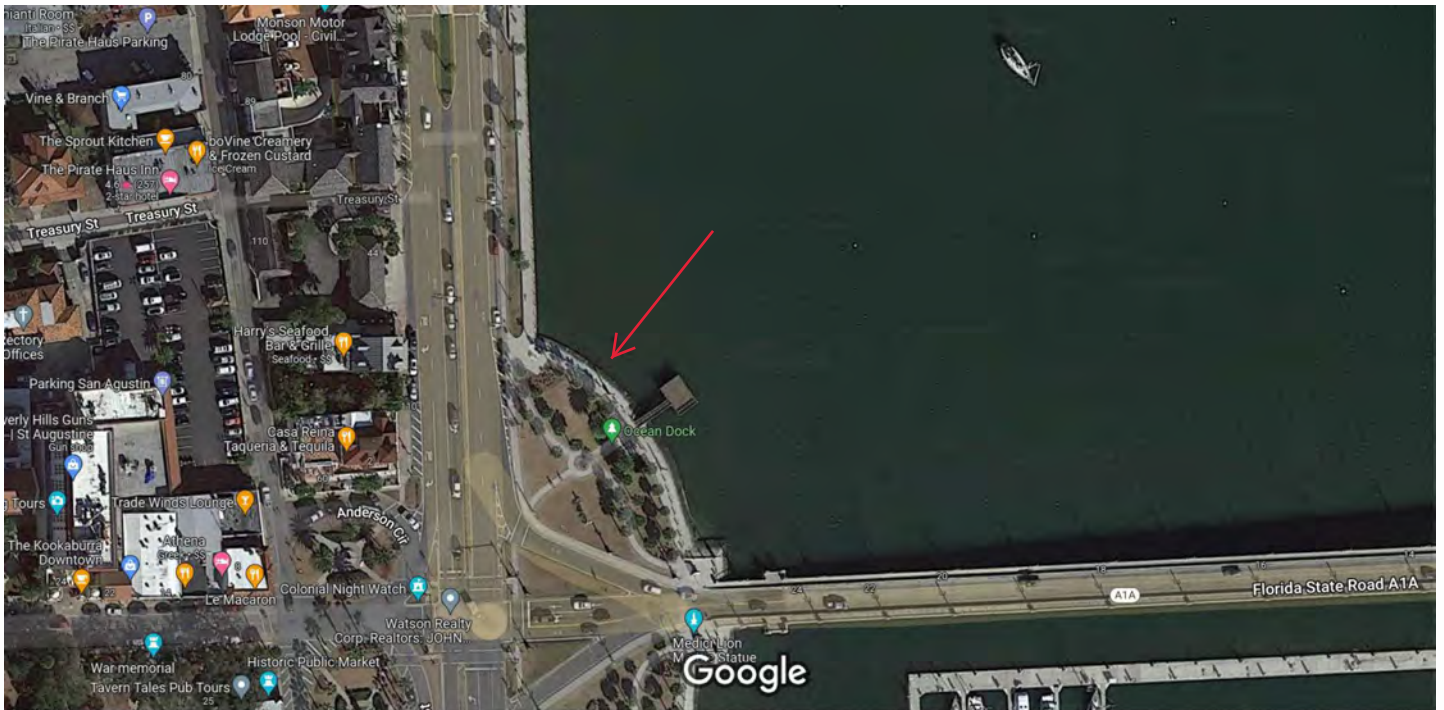
(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Representative Photo – Vessel #1

39' CNC Yachts Sailboat Registration Number: DO674826







City of St. Augustine

St. Augustine, Florida



Police Department

Date 10/4/22

St. Augustine Police Department
Marine Operations
151 King Street
St. Augustine, FL 32084

RE: Derelict Vessel Case Number SAPD22OFF002381

Dear Denise Radovich, Program Manager for City of St Augustine Derelict Vessel Removal Program dradovich@citystaug.com:

The St. Augustine Police Department (SAPD) has investigated the vessel described below and determined the vessel is derelict as defined in sections 705.101(3) and 823.11, Florida Statutes. SAPD has authorized you to remove and store the listed vessel due to it being a hazard to the public as people are boarding her as it sits along the seawall.

Your City of St Augustine / your contractor is now authorized to remove and destroy the following vessel:

Vessel Make: C&C Yachts Limited

Vessel Model: 39' Sailboat

Vessel Hull Identification Number: ZCC39011M84F

Vessel Registration Number: DO674826

Vessel Color: Red

Vessel Location Latitude/Longitude: N 29 53 38.83 / W 81 18 39.67

Vessel Location Description: Vessel is on her starboard side up against the seawall in St Augustine

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal and destruction is complete. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner or responsible party has been identified, SAPD will send a demand letter to the owner or responsible party seeking to recover the removal costs.

This authorization permits only (1) the removal and destruction of the vessel identified above and (2) the removal and sale of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized.

Once you have informed me the vessel has been removed and destroyed and I have photographic documentation of the removal and destruction, SAPD will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Please contact me if you have any other questions.

Sincerely,

Officer Name: Patrick Harvey #2930 St Augustine Police Department Marine Operations Unit

Officer Telephone Number: 904-299-2992

St. Augustine Police Department
Marine Operations

Enclosures

Representative Photo – Vessel #2:

31' Criss Craft Registration Number: FL2781RZ







City of St. Augustine

St. Augustine, Florida



Police Department

Date 9/16/22

St. Augustine Police Department
Marine Operations
151 King Street
St. Augustine, FL 32084

RE: Derelict Vessel Case Number SAPD22OFF001418

Dear Denise Radovich, Program Manager for City of St Augustine Derelict Vessel Removal Program dradovich@citystaug.com :

The St. Augustine Police Department (SAPD) has investigated the vessel described below and determined the vessel is derelict as defined in sections 705.101(3) and 823.11, Florida Statutes. SAPD has authorized you to remove and destroy the below listed vessel

Your City of St Augustine / your contractor is now authorized to remove and destroy the following vessel:

Vessel Make: Chris Craft

Vessel Model: 31 Foot Cabin Cruiser

Vessel Hull Identification Number: UNFEZ117C787

Vessel Registration Number: FL 2781 RZ

Vessel Color: White

Vessel Location Latitude/Longitude: 29.84059 / -81.30925

Vessel Location Description: Vessel is hard aground just west of the mouth of the San Sebastian River on the north shore

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal and destruction is complete. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner or responsible party has been identified, SAPD will send a demand letter to the owner or responsible party seeking to recover the removal costs.

This authorization permits only (1) the removal and destruction of the vessel identified above and (2) the removal and sale of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized.

Once you have informed me the vessel has been removed and destroyed and I have photographic documentation of the removal and destruction, SAPD will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Please contact me if you have any other questions.

Sincerely,

Officer Name: Patrick Harvey #2930 St Augustine Police Marine Operations Division

Officer Telephone Number: 904-788-2992

St. Augustine Police Department
Marine Operations

Enclosures

Representative Photo – Vessel #3:

38' Heritage Yachts Sailboat Registration Number: FL5403RB







City of St. Augustine

St. Augustine, Florida



Police Department

Date 10/7/22

St. Augustine Police Department
Marine Operations
151 King Street
St. Augustine, FL 32084

RE: Derelict Vessel Case Number SAPD22OFF001859

Dear Denise Radovich, Program Manager for City of St Augustine Derelict Vessel Removal Program dradovich@citystaug.com :

The St. Augustine Police Department (SAPD) has investigated the vessel described below and determined the vessel is derelict as defined in sections 705.101(3) and 823.11, Florida Statutes. SAPD has authorized you to remove and store the above listed vessel. It is currently at 912 Lew Blvd at the dock.

Your City of St Augustine / Contractor is now authorized to remove and destroy the following vessel:

Vessel Make: Heritage Yacht Corporation

Vessel Model: 38 foot sailboat

Vessel Hull Identification Number: HYA380080576

Vessel Registration Number: FL5403RB

Vessel Color: White with Blue Striping

Vessel Location Latitude/Longitude:

Vessel Location Description: Vessel is afloat and tied to a dock on Lew Blvd

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal and destruction is complete. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner or responsible party has been identified, SAPD will send a demand letter to the owner or responsible party seeking to recover the removal costs.

This authorization permits only (1) the removal and destruction of the vessel identified above and (2) the removal and sale of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized.

Once you have informed me the vessel has been removed and destroyed and I have photographic documentation of the removal and destruction, SAPD will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Please contact me if you have any other questions.

Sincerely,

Officer Name: Ofc. Patrick Harvey St Augustine Police Department Marine Operations

Officer Telephone Number: 904-788-2992

St. Augustine Police Department
Marine Operations

Enclosures

**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT**

PROJECT NUMBER: ICW- BR-MIASF-23-01

This INTERLOCAL AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the “DISTRICT”), and the Marine Industries Association of South Florida, (hereinafter the “SPONSOR”).

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement, the DISTRICT has determined to provide assistance funding to the Project Sponsor (SPONSOR) has requested that the District continue its participation in the funding needed to conduct an additional Boat Traffic Study at the New River Railroad Bridge, Fort Lauderdale, Florida (Broward County), (hereinafter the “PROJECT”). Said PROJECT is more specifically described in the SPONSOR'S scope of services and cost estimate, which is attached as Exhibit “A” in this agreement (“Scope of Services”).

Any modifications to the Scope of Services shall require written advance notice and justification from the SPONSOR and the prior written approval of the DISTRICT. The SPONSOR is also required to review all available and on-going data to ensure duplicative data collection and analysis is minimized. In addition, the SPONSOR shall delineate between commercial and recreational vessel traffic in the study and include these findings in the final report.

2. **TERM** - The SPONSOR shall commence work on the PROJECT immediately upon the execution of this Agreement and **shall complete the PROJECT and submit all required payment reimbursement information on or before March 31, 2025**, unless the PROJECT period has been extended with the prior written approval of the DISTRICT.

Any request for extension of funding beyond the dates set forth in the preceding paragraph shall require submittal by the SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original project agreement expiration. This request will then be considered by the DISTRICT Board, whose decision shall be final.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Fifty percent (50%) of the SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis

only, and only for those authorized PROJECT COSTS as shown in and consistent with, Exhibit A and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$418,850.00.

Any modifications to the PROJECT'S Cost Estimate (within Exhibit A) shall require written advance notice and justification from the SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The SPONSOR warrants and represents that it has the SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit A. All PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Agreement unless previously delineated in Exhibit A, and previously approved by the DISTRICT Board at a regularly scheduled meeting.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Exhibit B - Form #90-24) attached as Exhibit B. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the SPONSOR.

Reimbursements may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The retainage amounts previously retained by the DISTRICT shall be paid upon (1)

receipt of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, and (3) submission of Project Completion Certification Form No. 90-13a (Exhibit C). Full completion of the PROJECT shall include the final report, and all reports, findings, copies of data and pictures developed or analyzed by this PROJECT as requested by the DISTRICT. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the SPONSOR during a public commission meeting or public dedication ceremony.

9. **RECORDS RETENTION** - The SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the SPONSOR with any of the terms of this Agreement. Upon notification from the DISTRICT, the SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Agreement, to act on behalf of the SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02a (Exhibit D). NON-COMPLIANCE by the SPONSOR with the reporting schedule in Exhibit D may result in revocation of this Agreement.

14. **LAWS** - The SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT.

15. **ACKNOWLEDGMENT** - The DISTRICT shall be recognized in all applicable correspondence, presentations and acknowledged in the final PROJECT as a contributor. The DISTRICT'S logo (Exhibit E) shall be included as applicable.

16. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the future design, construction, operation or maintenance of any facilities or improvements resulting from implementation of the PROJECT.

17. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

18. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

19. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

20. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498
Attn: Executive Director

To the PROJECT SPONSOR at:

Marine Industries Association of South Florida
2312 South Andrews Avenue
Fort Lauderdale FL 33316
Attn: Project Manager

21. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the SPONSOR.

22. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

23. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: _____

WITNESSES:

MARINE INDUSTRY ASSOCIATION OF SOUTH FLORIDA

By: _____

Title: _____

DATE: _____

Lee A. Pernice, LPC

2457 Middle River Drive
Fort Lauderdale, FL 33305
954.682.8551

PROPOSAL

TO:

Patience Cohn
Marine Industry Assoc. of South Florida
221 SW 3rd Avenue
Fort Lauderdale, Florida 33312

| JOB DESCRIPTION | |
|---|--------------------|
| View and analyze train/boat traffic video from: <ul style="list-style-type: none">December 18, 2022 to December 16, 2023December 17, 2023 to December 21, 2024 | |
| Itemized Components | AMOUNT |
| 1. 2022/2023 – 52 weeks of monitoring @ \$350/per week | \$18,200.00 |
| 2. 2023/2024 – 52 weeks of monitoring @ \$375/per week | \$19,500.00 |
| *See attachment for payment schedules | |
| TOTAL ESTIMATED JOB COST | \$37,700.00 |

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Lee A. Pernice, LPC

November 1, 2022

Lee A. Pernice, LPC

2457 Middle River Drive
Fort Lauderdale, FL 33305
954.682.8551

PROPOSAL

Payment schedule breakdown

2022/2023

| Date | Amount |
|--------------------|------------|
| March 19, 2023 | \$4,550.00 |
| June 18, 2023 | \$4,550.00 |
| September 17, 2023 | \$4,550.00 |
| December 16, 2023 | \$4,550.00 |

2023/2024

| | |
|--------------------|------------|
| March 23, 2024 | \$4,875.00 |
| June 22, 2024 | \$4,875.00 |
| September 21, 2024 | \$4,875.00 |
| December 21, 2024 | \$4,875.00 |

**AMENDMENT NUMBER 2
TO LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND FLORIDA INLAND NAVIGATION DISTRICT**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT is made and entered into on this ____ day of _____ 2022, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord or DISTRICT, and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Tenant or County.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated November 13, 2020 (R2020-1588) (the "Lease"); wherein the County is using the Landlord's premises for the handling and temporary storage of rock, shell and sand for the restoration of Tarpon Cove Islands and Sawfish Island (collectively, the "Project"); and

WHEREAS, the Landlord and County entered into an amendment of the Lease ("Amendment Number 1") on August 27, 2021; and

WHEREAS, the Landlord and County desire to extend the term of the Lease from December 31, 2022 to July 31, 2024.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to "Lease" contained herein shall include all amendments thereto.
2. Section 2 of the Lease is hereby amended as follows:

Landlord hereby leases to Tenant that property located in Palm Beach County, Florida and known as MSA-617C, as more particularly described in Exhibit "A" attached hereto and made part hereof by reference (the "Premises"), for a term commencing November 13, 2020 and terminating July 31, 2024 (the "TERM").

3. Section 22 of the Lease is hereby amended as follows:

Prior to the use of the Premises, Tenant contractor shall deliver to Landlord a surety bond issued by a surety reasonably satisfactory to Landlord or a cash bond in the principal amount of One hundred Thousand and 00/100 Dollars (\$100,000), conditioned on Tenant's complete removal from the Premises of all materials placed thereupon by Tenant during the term of this lease not later than July 31, 2024.

4. All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Lease Agreement on the day and year first written above.

AS TO LANDLORD

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
John C. Blow, Chair

Date: _____, 2022

Witness:

Print Name:

Witness:

Print Name:

AS TO COUNTY

PALM BEACH COUNTY BOCC

By: _____

Name: Deborah Drum

Title: Director, Environmental Resources Management

Date: _____, 2022

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____

Name: Scott A. Stone, Esq. _____

Title: Assistant County Attorney

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Finance and Budget Committee Meeting
8:45 a.m., Friday, July 15, 2022
1314 Hampton Inn & Suites Downtown
611 20th Place
Vero Beach (Indian River County), Florida, 32960-5443**

ITEM 1. Call to Order.

Commissioner Gernert called the meeting to order at 8:45 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow, Secretary Boehning and Treasurer Gernert were present. Commissioners Davenport and Sansom were absent. Also in attendance were Executive Director Mark Crosley and Assistant Executive Director Janet Zimmerman.

ITEM 3. Additions or Deletions.

There were no additions or deletions to the agenda. Chair Blow motioned to approve the final agenda. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 4. Public Comments.

Commissioner Gernert asked if there were any public comments.

An email from Mr. Gerald Ward of Key West regarding the proposed budget was read and also emailed to all Board members prior to the meeting.

ITEM 5. Financial Statements for May 2022.

Mr. Crosley reviewed the District's May 2022 financial statements beginning on page 3 of the agenda. Commissioner Boehning motioned to approve the Financial Statements to the full Board. Chair Blow seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. May 2022 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for May 2022 beginning on page 17 of the agenda.

ITEM 7. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority Report on page 24 of the agenda and reviewed maintenance work done on three District sites.

ITEM 8. Tentative Budget for FY 2022-2023.

Mr. Crosley stated that the budget was calculated at the current millage rate and suggested advertising at the current rate. He stated that the rate can be rolled back at the next tax hearing, but the rate cannot be raised.

Mr. Crosley noted that on page 5 of the tentative budget, Schedule A reflects the status of total funds. Chair Blow noted that under Disaster Relief on page 21 that the \$3M would be available for hurricane damaged projects. Commissioner Stapleford asked if funds found on page 7 not used in a county are eligible for use in another category. Mr. Crosley stated that those funds, by law and rule, roll back in to the general fund.

Chair Blow motioned to approve the tentative budget for 2022-2023. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 9. Additional Agenda Items or Staff Comments.

Mr. Crosley stated that the first tax hearing will be held September 9 at 5:05 pm at the Marine Industries Association of South Florida office in Ft. Lauderdale, Fl.

ITEM 10. Additional Commissioners Comments.

Chair Blow stated that every dollar in the budget is committed to a use and that grant funding is contractually obligated.

ITEM 10. Adjournment.

Commissioner Gernert stated that hearing no further business the meeting was adjourned at 9:08 am

Frank Gernert, Treasurer

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting
9:00 a.m., Friday, July 15, 2022
Hampton Inn & Suites Downtown
611 20th Place
Vero Beach (Indian River County), Florida, 32960-5443**

ITEM 1. Call to Order.

Chair Blow called the meeting to order at 9:09 a.m.

ITEM 2. Pledge of Allegiance.

Commissioner Boehning led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. Roll Call.

Commissioner Boehning called the roll and Chair Blow, Vice Chair Crowley, and Commissioners Gernert, Cuzzo, Isiminger, Stapleford, and Williams were present. Commissioners Davenport, O'Steen, and Sansom were absent. Commissioner Boehning stated that a quorum was present. Also in attendance were Executive Director Mark Crosley, Assistant Executive Director Janet Zimmerman, Project Manager Ian Eyeington, Attorney Peter Breton, and Jerry Scarborough of Taylor Engineering.

ITEM 4. Consent Agenda.

There were no items on the consent agenda.

ITEM 5. Additions or Deletions.

Chair Blow asked if there were any additions or deletions to the meeting agenda. There were none. Mr. Crosley noted the District did receive conflict forms for Item 16 from Commissioner Isiminger and Vice Chair Crowley and a comment letter from Mr. Gerry Ward regarding the budget. Commissioner Williams motioned to approve the agenda. Commissioner Isiminger seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. Public Comments.

Chair Blow asked if there were any public comments. There were none.

ITEM 7. Board Meeting Minutes.

Chair Blow asked if there were any comments or questions regarding the May 20, 2022, Nomination of Officers Committee Meeting Minutes, the May 20, 2022, Finance and Budget Committee Meeting Minutes, and the May 20, 2022, Board Meeting Minutes.

Commissioner Isiminger stated that the last sentence on page 7, “He noted that the capacity is needed as the area is not dredged often,” should be changed to “He noted that the capacity is needed even though the area is not dredged often.”

Commissioner Williams motioned to approve the minutes as amended. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

ITEM 8. Staff Report on Indian River County Area Projects.

Mr. Crosley presented the staff report beginning on page 26 of the agenda.

Mr. Crosley noted that Balmoral Group should have a proposal in September to update the economic numbers.

Commissioner Boehning stated that he was happy to see the economic study and asked when the DMMA update will be complete? Mr. Crosley stated that he has a draft that he can send before September.

ITEM 9. Comments and Project Status from the U.S. Army Corps of Engineers.

Mr. Trisston Brown, the IWW Project Manager with the U.S. Army Corps of Engineers (USACE), reviewed the project status report for the USACE beginning on page 40 of the agenda.

Mr. Brown noted that DMMA O-23 is scheduled to be complete in December and that USACE added 70 days. He stated they will watch closely because the real estate expires in December.

Mr. Brown stated that IWW Palm Valley North Reach dredging is operating 24/7 and is estimated to meet the September 30 dredging deadline. He noted that they have received two noise complaints, but that the contractor is in compliance with the contract.

Mr. Brown stated that Palm Valley South Reach has approximately 210k cy of material based on the last survey, which will be placed in DMMA SJ-14. He noted that there are two issues being worked on: the pipeline easement and the cultural resource investigation.

Mr. Brown stated that IWW Volusia County work is anticipating 300-400k cy of material to be dredged out of the federal channel and will be placed in the nearshore disposal area north of the Ponce Inlet. Mr. Brown noted that efforts are underway regarding consolidating this project with the Ponce Inlet O&M event.

Mr. Brown stated that IWW Sawpit Reach received infrastructure funding and USACE may use a mix of Federal funds and FIND funds. He stated they will award a contract in September 2023 and include the new advanced maintenance area.

Mr. Brown noted that efforts continue to establish FIND as local sponsor for Martin and Palm Beach counties along the OWW. USACE South Atlantic Division (SAD) will draft an agreement for FIND to assume O&M responsibilities for the portion of the OWW within Martin and Palm Beach counties.

Mr. Brown stated that IWW Matanzas received funding in the President's Budget and USACE is moving forward with plans & specs in 2023.

ITEM 10. Presentation – State Route A1A North Causeway Over the Intracoastal Waterway Bridge Replacement Project.

Ms. Samantha Kayser, Mr. Bill Stuckey, and Mr. Josh Baker presented a brief presentation about the forthcoming North Causeway Bridge Replacement project in Fort Pierce. This project will improve both navigation and traffic in this area, but the project is expected to delay navigation periodically during construction.

Mr. Crosley noted that they are replacing a fixed bridge that will be 85 ft instead of the typical 65 ft, and that USACE set the required height due to the existing use and traffic of the bridge.

ITEM 11. Material Removal Agreement – Dredged Material Management Area LT-4A.

The neighboring farm adjacent to Dredged Material Management Area (DMMA) LT-4A in western Palm Beach County has expressed an interest in receiving material that is anticipated to be stockpiled during a forthcoming maintenance dredging project for Route 1 in the (Lake) Okeechobee Waterway.

The operation of DMMA LT-4A does not plan for a fully constructed site at this location. The future dredging project is expected to transfer mechanically dredged material from a barge to DMMA LT-4A, where it will be stacked for further drying. By working

with the neighboring property owner, the District will save the expected disposal costs of the material, and the neighboring property will benefit from additional beneficial fill.

Commissioner Isiminger asked if there is a time limit to the agreement. Mr. Breton stated the agreement expires December 31, 2029.

Commissioner Williams motioned to approve the material removal agreement. Commissioner Isiminger seconded the motion. All were in favor and the motion passed unanimously.

ITEM 12. Scope of Professional Services and Cost Proposal for the Design and Permitting of Dredged Material Management Area IR-14, Indian River County, FL.

Taylor Engineering has prepared a scope of work and fee quote for the design and permitting of Dredged Material Management Area (DMMA) IR-14, located south of the City of Vero Beach. The design and permitting of this site are complicated by the location of a Florida Department of Transportation (FDOT) drainage conveyance in the middle of the District's site.

Staff and Taylor Engineering have already initiated discussions with FDOT pertaining to the relocation of the on-site drainage, but additional design and permitting will need to be conducted to finalize these efforts. The site is also expected to reveal rock formations underlying the ground and additional, significant geotechnical work, as well as wetland delineation, will need to be coordinated for input into the final site design. In addition, coordination and community outreach with the neighboring development is also anticipated.

Mr. Jerry Scarborough stated that FDOT owns the property where this ditch is located; it is not an easement. The District will have to do a land swap, provide land to the north, and build a new drainage ditch.

Commissioner Gernert motioned to approve the scope and fee quote. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 13. Scope of Services and Fee Quote for Professional Engineering Services to Update the Martin County Long-Range Dredged Material Management Plan (DMMP), Martin County, FL.

Taylor Engineering has successfully completed updates to the Long-Range Dredge Material Management Plans (DMMPs) for Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River and St. Lucie counties. Some of these plans were over 20+ years old. Site and waterway conditions, permitting changes, operational concerns, and the need to have the plans summarized and produced in a consumer-friendly format, all support the necessary updates.

Taylor Engineering has submitted a scope of work and fee quote to update the Martin County DMMP. The original plan was developed in 1993. The new update will allow for improved facility construction and operations, and along with the ongoing updates to the Intracoastal Waterway (IWW) hydrographic survey data, this information will provide the basis for the District's successful waterway maintenance operations within Martin County.

Commissioner Gernert motioned to approve the agenda item. Commissioner Cuozzo seconded the motion. All were in favor and the motion passed unanimously.

ITEM 14. Mowing Contract Amendments for Dredge Material Management Areas, District-Wide, FL.

In July of 2021, the Florida Inland Navigation District (FIND) entered into three (3) separate contracts with Cates Tractor Service (CTS) for the quarterly mowing of thirty-six (36) District Dredged Material Management Areas (DMMAs) over the course of three (3) years. The contracts were broken into geographic regions as follows: Northern Region: Nassau, Duval, and St. Johns Counties; Central Region: Flagler, Volusia, and Brevard Counties; and Southern Region: Indian River, St. Lucie, Martin, and Palm Beach Counties.

When FIND received bids in June of 2021, the average cost per gallon of diesel was \$3.16 and the average wage CTS paid tractor operators was \$17.38 per hour. Since the time of solicitation, costs have increased dramatically. During this time, it has also become more difficult for companies to find and retain skilled laborers.

In March of 2022, CTS approached FIND staff requesting a contract amendment for a 57% payment increase to account for the current unprecedented levels of inflation. In May 2022, staff briefed the Board on the situation and took their comments into consideration to calculate a fair and reasonable counteroffer. After further consideration

and evaluation, staff has concluded that a 40% increase to the quarterly contract cost should be adequate to keep both parties favorable to the agreement for the remaining 9 mowing cycles under contract.

Mr. Ian Eyeington passed out a SFWMD contract and noted that FIND's contract is consistent with the average cost.

Mr. Crosley noted that Mr. Eyeington did his due diligence and negotiated the increased cost down to a 40% increase from the original 57% proposed increase.

Commissioner Williams motioned to approve the amended mowing contract. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

ITEM 15. Assistance Projects Extension Requests.

Several Assistance Program Project Sponsors have requested extensions of their FY 2020-21 project agreements. In accordance with Chapter 374.96 F.S. and Rule 66B-2.009(1) or Rule 66B-1.009(1) these agreements can be extended with Board approval for one (1) additional year. (Revised project expiration date for each project will be September 30, 2023).

Commissioner Williams motioned to approve the project extension requests. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

ITEM 16. FY 2022-2023 Assistance Program Application Ratings and Evaluations.

Staff has compiled the Commissioner's Rating and Evaluation Scores for the submitted and reviewed FY 2022-2023 Cooperative Assistance Program (CAP) applications and Waterways Assistance Program (WAP) applications. Each application that received an average score of 35 or higher may move forward for further funding consideration, pursuant to the program rules.

Three WAP projects received an average score below 35. For those projects that score below an average of 35, the rule provides for reconsideration of any application with two-thirds of the Commissioners vote for reconsideration of the application. Board approval of the Final Assistance Program Application Rankings continues all eligible

projects for funding consideration to the final Truth in Millage Act (TRIM) budget hearing in September.

Commissioner Cuzzo stated that it would set a terrible precedent to reconsider any of these applications.

Mr. Breton stated that each project scored below 35 should have its own motion to be reconsidered or not.

Vice Chair Crowley motioned to reconsider Miami's Jose Marti Park Seawall Riverwalk Kayak Launch PH II. Commissioner Williams seconded the motion. All were in favor, with the exception of Commissioner Cuzzo voting no.

Mr. Crosley noted that Commissioner Isiminger and Vice Chair Crowley did declare conflicts of interest on the City of Riviera Beach mooring field project and will not be voting on this item.

Mr. Hector Badia of the City of Miami gave a presentation on behalf of the city, and can be found on page of 149 of the agenda.

Chair Blow read a letter of support for the Riviera Beach mooring field project from the Marine Industries Association of Palm Beach County and noted that staff has received considerable opposition to the project both from citizens and the Town of Palm Beach.

Commissioner Williams motioned to approve rescoring of the City of Riviera Beach Mooring Field. Chair Blow seconded the motion. Commissioners Cuzzo, Stapleford, Boehning, and Gernert opposed. The motion failed.

Chair Blow stated that he received a letter from St. Lucie County in support of the Walton Scrub Observation Tower Phase II project.

Mr. Jim Dragseth, a citizen of Martin County, stated that he does not support this project, and that funds would be better used for boat ramps.

Commissioner Williams motioned to approve this project for reconsideration. Chair Blow seconded the motion.

Commissioner Isiminger noted he was concerned about the precedent of rescoring these applications after the initial two-day grant meeting.

Commissioner Williams withdrew his motion. Chair Blow also withdrew his seconding of the motion.

Chair Blow noted that the rescore is due to Ms. Zimmerman by August 1.

ITEM 17. Assistance Program Rule Revision.

Each year, upon completion of the assistance program application cycle, staff reviews the program, note the Commissioners' comments, and proposes changes to the assistance program rules that would improve the process for the District and the applicants. Based on comments at the June 2022 Board meeting, staff has prepared draft rule language. It is staff's intention to make the approved changes to both the Waterways Assistance Program (WAP) and Cooperative Assistance Program (CAP) rules, as applicable.

Ms. Zimmerman noted the following rule language in bold for consideration: 66B-1.008 and 66B-2.008 Project Eligibility: (1)(c)2. Marine firefighting, Marine law enforcement and other vessels are eligible for a maximum of **\$100,000** in initial District funding. All future **replacement and** maintenance costs of the vessel **and related equipment** will be the responsibility of the applicant.

66B-1.015 and 66B-2.015 Small-Scale Derelict Vessel Removal Projects

(4) District funding shall be limited to **\$75,000** per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

Ms. Zimmerman noted that Commissioner Cuzzo asked to revisit language for reconsidering grants, and staff will bring that language back in September.

Commissioner Isiminger stated that he doesn't agree with changing rules to address one specific problem that happens infrequently in one specific county.

Vice Chair Crowley suggested broadening language in 66B-2.004 Policy (5) to allow the District to have the ability to change grant agreement language and requiring the District's input or approval on a project.

The Commissioners discussed adding a question to the application asking if the applicant has removed public boat ramps.

Commissioner Crowley motioned to approve the assistance program rule revisions and asked staff to consider language to the application discussed. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 18. Regulatory Plan for Rule Adoption.

Florida Statute 120.74 requires that the District prepare a regulatory plan to include a listing of each law the District expects to implement by rulemaking prior to July 1, 2023. Pursuant to this statute, staff has prepared a plan for the Board's review and approval. The plan must be submitted prior to October 1, 2022.

Commissioner Williams motioned to approve the regulatory plan. Vice Chair Crowley seconded the motion. All were in favor and the motion passed unanimously.

ITEM 19. FIND Lease Extension Agreement No. 2 with City of Pompano Beach for Public Recreational Purposes at MSA 726, MSA 726-B and MSA 726-C, also known collectively as Exchange Club Park, Broward County, FL.

Material Storage Area (MSA) 726 (etc.) is identified as a primary spoil management location in the District's Long-Range Dredged Material Management Plan (DMMP) for Broward County. The site would likely be utilized for staging area for materials and equipment, as well as for transferring dredged material in future projects. A full containment facility is unlikely to be constructed at this location.

On August 25, 1981, the Navigation District entered into a 25-year lease agreement with the City of Pompano Beach for public recreational purposes at MSA 726, MSA 726-B and MSA 726-C, 14 acres over 3 parcels owned by the District and also as known as "Exchange Club Park". Lease Extension Agreement No. 1 was signed January 23, 2007. Extension Agreement No. 2 was signed February 11, 2012. In 2016, after an extensive renovation project to remove the exotic invasive plant species from the property and regrading of the DMMA, a new lease was rewritten and approved for a 5-year term.

Lease Extension Agreement No. 1 was approved on February 25, 2018, which extended the term of the lease to August 25, 2022. The City of Pompano Beach has operated a passive recreational park with a sandy beach, grassy area and restrooms for numerous years, allowing visitor's access to the Intracoastal Waterway.

Commissioner Stapleford motioned to approve the lease extension. Vice Chair Crowley seconded the motion. All were in favor and the motion passed unanimously.

ITEM 20. Update to Agreement for Legal Services.

Attorney Peter L. Breton has served as the District's General Counsel since February of 2007. On September 1, 2019, Attorney Breton withdrew from his previous law firm of Breton, Lynch, Eubanks & Suarez-Murias, P.A. ("BLES"), with whom the

District had a legal services agreement. At that time, the Board terminated the existing agreement with the firm, and approved a monthly retainer fee agreement with Peter L. Breton, P.A. This agreement continues to present.

Attorney Breton has continued to provide beneficial and responsive legal representation to the District. At this time, Attorney Breton is requesting a cost-of-living adjustment to his current agreement. Based on inflation and cost-of-living expenses increases, Attorney Breton is requesting an increase in his monthly contractual payment from \$10,000/month to \$11,250.00/month, just over a 12% increase.

Chair Blow asked Mr. Breton to consider doing a monthly report of his activities for the District. Mr. Breton agreed and also noted that he carries E&O Insurance.

Commissioner Williams motioned to approve the increase. Commissioner Isiminger seconded the motion. All were in favor and the motion passed unanimously.

ITEM 20b. Recommendations from Finance and Budget Committee

Chair Blow stated that the financial statements are clear and straightforward, and there were no issues.

Commissioner Williams motioned to approve the financial statements. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

Chair Blow presented the proposed budget based on the current millage rate. Staff recommends keeping the current millage rate to advertise, and there will be two more opportunities to revisit the millage rate. The tentative budget must be approved to advertise.

Commissioner Williams motioned to approve the tentative budget. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

Mr. Crosley noted that the proposed first tax hearing is September 8 at 5:05 pm at the Marine Industries Association of South Florida office in Ft. Lauderdale, Fl.

ITEM 21. Washington D.C. Report.

Mr. Crosley reviewed the Washington D.C. report found on page 206 of the agenda.

ITEM 22. Additional Staff Comments and Additional Agenda Items.

Mr. John Sprague of Martin County made an additional public comment. Mr. Sprague stated that the City of Riviera Beach responded to all the complaints regarding the mooring field. He stated that he appreciated being able to apply, and the project will be

moving forward regardless of FIND grant funding. He stated it was a great project and is disappointed to see the low ranking.

Vice Chair Crowley stated he was very supportive of mooring fields and reiterated that he can't vote on this project because of a conflict of interest.

Commissioner Isiminger suggested bringing the project back next year.

ITEM 23. Additional Commissioners Comments.

Commissioner Isiminger stated it was a good meeting and outreach.

Commissioner Williams also noted it was good outreach.

Commissioner Stapleford said it was a great outreach and would like to hear discussions on sea level rise impacts. He asked if Taylor Engineering had anything that addresses that issue. Mr. Jim Marino stated that Taylor Engineering sends employees to dredging conferences, who in turn present 20 minutes review of the conference, which could be summarized and presented at a future Board meeting.

Commissioner Boehning thanked the Board and staff for coming to Indian River County.

Vice Chair Crowley stated it was great to see everyone, and he enjoyed the outreach and venue.

Commissioner Cuzzo apologized for missing the meeting in person and is hoping to be back in September.

Chair Blow stated it was a great meeting and turnout at the outreach.

ITEM 23. Adjournment.

Chair Blow stated that hearing no further business, the meeting was adjourned at 12:22 p.m.

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

First Public Tax and Budget Hearing

5:05 p.m., Thursday, September 8, 2022

Marine Industries Association of South Florida

221 SW 3rd Avenue, Fort Lauderdale (Broward County), FL 33312-7120

ITEM 1. **Call to Order.**

The First Public Tax and Budget Hearing of the Board of Commissioners of the Florida Inland Navigation District was called to order by Vice Chair Crowley at 5:05 pm.

ITEM 2. **Pledge of Allegiance to the Flag.**

Commissioner Gernert led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. **Roll Call.**

Commissioner Boehning called the roll and Vice Chair Crowley, and Commissioners Gernert, Cuzzo, Isiminger, Davenport, Sansom and Williams were present. Commissioner Stapleford and O'Steen were absent. Also present were Executive Director Mark Crosley and Finance Director Glenn Scambler. Chair Blow arrived late.

ITEM 4. **Announcement of the percent (11.5%) by which the proposed millage rate (0.0320) exceeds the calculated rolled-back rate (0.0287).**

Vice Chair Crowley announced the percent (11.5%) by which the proposed millage rate (0.0320) exceeds the calculated rolled-back rate (0.0287).

ITEM 5. **Invitation for Public Comments.**

Mr. Glenn Scambler read an email from Ms. Sandra Poeppel stating support for rolling back the millage rate.

ITEM 6. **Comments by District Commissioners.**

Commissioner Sansom noted that the District is maintaining the same millage rate it has kept for many years.

ITEM 7. **Amendments to the Tentative Budget.**

There were no amendments to the Tentative Budget.

ITEM 8. **Re-computation of the Tentative Tax Millage Rate.**

Chair Blow stated that the re-computation of the tentative tax millage rate is unnecessary.

ITEM 9. Announcement of the Percent by Which the Re-computed Proposed Millage Rate Exceeds the Calculated Rolled-Back Rate.

Chair Blow stated the percent (11.5%) by which the proposed millage rate (0.0320) exceeds the calculated rolled-back rate (0.0287).

ITEM 10. Additional Public Comments on the Budget Amendments and Tax Millage Re-computation.

The Commissioners discussed how the original millage rate was determined. Chair Blow stated it was based on the budget. Vice Chair Crowley stated that the Legislature caps the rate, and the Districts is at 30% of the available rate.

ITEM 11. Adoption of the Tentative Tax Millage Rate.

Chair Blow stated that the proposed millage rate for FY 2022-2023 is 0.0320 mills.

Commissioner Davenport motioned to approve the millage rate. Vice Chair Crowley seconded the motion. All were in favor and the motion passed unanimously.

ITEM 12. Adoption of the Tentative Budget.

Commissioner Cuozzo motioned to approve the tentative budget. Vice Chair Crowley seconded the motion. All were in favor and the motion passed unanimously.

ITEM 13. Announcement of the Date, Time and Place of the Final Tax and Budget Hearing.

Mr. Crosley announced that the Final Tax and Budget Hearing will be held in the District office and also via electronic media on September 22 at 6 pm.

ITEM 14. Adjournment.

Chair Blow adjourned the meeting at 5:26 pm.

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:45 a.m., Friday, September 9, 2022

**Riverside Hotel
620 East Las Olas Blvd.
Fort Lauderdale (Broward County), Florida, 33301-2235**

ITEM 1. Call to Order.

Committee Chair Gernert called the meeting to order at 9:45 am.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow and Commissioners Gernert, Davenport, Boehning, and Sansom were present. Also in attendance was Executive Director Mark Crosley.

ITEM 3. Additions or Deletions.

Commissioner Gernert asked if there were any additions or deletions to the meeting agenda. There were none.

ITEM 4. Public Comments.

Commissioner Gernert asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for June and July 2022.

Mr. Crosley presented the District's June and July 2022 financial statements.

Mr. Crosley stated that the advantage of having two statements in the agenda is the ability to compare them. The balance sheet on page 3 for June compares to July on page 17. The U.S. Century CD was renewed at an interest rate of 2%. Mr. Crosley noted that rates are still rising.

Mr. Crosley stated that under Liabilities, over \$1M reflects pending grant payments. Under Operations on page 4, ICW Dredging General shows \$2.8M payments to USACE for Palm Valley North dredging. Page 5 shows payments made for DMMA BV-11.

Chair Blow motioned to approve the financials as presented. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. June and July 2021 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for June and July 2022.

Mr. Crosley noted that page 30 shows the condensed budget summary as of June. Under the project expenditure reports, Item 5552.95 reflects funds paid to USACE for Palm Valley North dredging. Page 32 reflects DMMA BV-4B funding for construction, to be bid before the November Board meeting.

ITEM 7. Delegation of Authority Report.

Mr. Crosley stated that the Delegation of Authority reports shows payments to Atlantic Pipe Services at DMMA SJ-14, where an anomaly was found and will be discussed as a separate item in the Board meeting.

Commissioner Davenport asked what the cap is for the Executive Director authority spending? Mr. Crosley stated it is \$22k.

ITEM 8. Additional Agenda Items or Staff Comments.

There were none.

ITEM 9. Additional Commissioners Comments.

Regarding ED Authority, Chair Blow noted that different types of disbursements can also be set up.

ITEM 10. Adjournment.

Commissioner Gernert stated that hearing no further business the meeting was adjourned at 8:58 am.

Frank Gernert, Acting Committee Chair

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:00 a.m., Friday, September 9, 2022

**Riverside Hotel
620 East Las Olas Blvd.
Fort Lauderdale (Broward County), Florida, 33301-2235**

ITEM 1. Call to Order.

Chair Blow called the meeting to order at 9:03 am.

ITEM 2. Pledge of Allegiance.

Commissioner Gernert led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. Roll Call.

Vice Chair Crowley asked for a moment to reflect on a boating accident in Miami-Dade County.

Secretary Boehning called the roll and Chair Blow, Vice Chair Crowley, and Commissioners Gernert, Cuozzo, Isiminger, Davenport, Stapleford, Sansom, and Williams were present. Commissioner O'Steen was absent. Secretary Boehning stated a quorum was present. Also in attendance were Executive Director Mark Crosley, Assistant Executive Director Janet Zimmerman, Attorney Peter Breton, Mr. Trisston Brown and Mr. Eduardo Marin of USACE, and Jerry Scarborough and Dr. Mike Kabling of Taylor Engineering.

ITEM 4. Consent Agenda.

Chair Blow noted there are two items on the consent agenda. Commissioner Cuozzo motioned to approve the consent agenda. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 5. Additions or Deletions.

Mr. Crosley noted that staff is requesting the addition of two items to the agenda: Item 13B, Berm Remediation at Dredged Material Management Area DMMA SJ-1; and Item 9b, Pipeline Remediation at DMMA SJ-14, St. Johns County, FL.

Commissioner Williams motioned to approve the additions. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. Public Comments.

There were no public comments.

ITEM 7. Board Meeting Minutes.

Chair Blow presented the June 17, 2022, Board Meeting Minutes, the June 18, 2022, Finance and Budget Meeting Minutes, and the June 18, 2022, Board Meeting Minutes for approval.

Commissioner Isiminger stated that the following sentence on page 29 of the agenda, Item 10.22, should be changed to say: “Commissioner Isiminger stated that this channel has the most congestion in this area and the project is important as the channel is getting so narrow.”

Commissioner Williams motioned to approve the amended minutes. Commissioner Cuozzo seconded the motion. All were in favor and the motion passed unanimously.

ITEM 8. Staff Report on Broward County Area Status and Projects.

Mr. Crosley reviewed the Broward County projects beginning on page 46 of the agenda.

ITEM 9. Comments and Project Status from the U.S. Army Corps of Engineers.

Mr. Trisston Brown, Project Manager for USACE, stated that Mr. Eduardo Marin has been hired as the new USACE project manager for the IWW and OWW projects.

Mr. Marin stated that at DMMA O-23, work on the dike lifts is at approximately 40%. A differing site condition of excavated structures was found in June that added 70 days to the contract, and construction completion is now scheduled for December 2022. The real estate certification at the Business Park has been extended through June 2023.

At IWW Palm Valley North, all dredging is complete north of Cut SJ-5. The contractor has fielded four complaints to date regarding noise since shifting to a 24/7 operation. The contractor has increased monitoring and reporting for noise levels and data confirms sound levels are within the required threshold per contract.

The Commissioners discussed funding for waterway navigation projects between FIND and USACE.

Mr. Marin stated USACE has seen an uptick in all waterway navigation funding due to the infrastructure bill.

At Palm Valley South, there is approximately 210k cy of material located within the waterway, with placement planned for DMMA SJ-14. The buried outfall pipeline inspection at DMMA SJ-14 found an anomaly in the pipe that requires repair before the project can proceed.

Mr. Crosley stated during the outfall pipe inspections at DMMA SJ-14, an anomaly was discovered. Subsequent physical inspection of the pipe confirmed that the partial blockage originated from the HDPE pipe within a pipe sleeve under the roadway.

ITEM 9b: Mr. Jerry Scarborough gave a brief presentation regarding the DMMA SJ-14 pipeline blockage.

Mr. Scarborough stated that Taylor Engineering hired a contractor to complete a full inspection of the pipeline. After inspections, they found a 25 ft section of pipe that accounts for approximately 65% of the blockage. The contractor will dig two pits on either side of road, bring in new pipe and replace without impacting the roadway. They are estimating an 8-week timeframe and are just beginning to work out details.

Commissioner Davenport asked about the urgency of this project. Mr. Scarborough stated that this is an already-advertised dredging project that has been delayed twice, and the Federal funding is time sensitive.

Commissioner Sansom asked if there is any program built in for periodic inspection of the District's structures? Mr. Crosley noted he is in discussions with Mr. Ian Eyeington to implement a program to inspect weirs and pipelines every five years.

Commissioner Davenport motioned to approve Item 9b. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

Item 9c: Commissioner Gernert motioned to approve Taylor Engineering to administer the repair to the pipeline. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

Mr. Marin stated that IWW Volusia anticipates 300-400k cy of material to be dredged and placed in the nearshore disposal area north of the Ponce Inlet. Efforts are underway to modify the existing Ponce Inlet O&M dredging permit to add dredging of the IWW. This will be considered a major modification which is the reasoning for pushing out

the advertisement and award of this contract to FY23. He noted that the Coast Guard asked to dredge their boat basin as part of the contract, using Federal funding.

Commissioner Isiminger asked if the Coast Guard dredging would be completed by the same contractor, and requested it be done as the last stage due to the potential debris damage.

Mr. Marin stated that AIWW Sawpit Reach anticipates 400k-600k cy of material within the federal channel. Ninety-five percent of the material will be placed on the beach at the State Park, with the remaining 5% being placed upland in DMMA DU-2.

Mr. Crosley stated that it is significant that the advanced maintenance area was accepted as part of the project by USACE.

Mr. Marin noted that the plans and real estate are in progress and they need capacity calculations for the beach placement.

Mr. Marin stated that SAJ is in the process of drafting an agreement for FIND to assume O&M responsibilities for the portion of the OWW within Martin and Palm Beach Counties for navigation only.

Mr. Marin noted that at IWW Matanzas, the plan is to move forward with plans and specs and procurement in FY23, with FY23 President's Budget (PBUD).

ITEM 10. Presentation by Marine Industries Association of South Florida Regarding the New River Railroad Bridge Marine Vessel Traffic Study, Broward County, FL.

Ms. Patience Cohn with the Marine Industries of South Florida (MIASF) presented to the Board on the New River railroad bridge monitoring program, funded in part by FIND. MIASF has been monitoring train activity over the New River since 2017 to assure compliance of U.S. Coast Guard regulation of no more than 60 minutes closure within a timeline of 120 minutes. MIASF has established routine coordination with the Florida East Coast Railway (FECR) Dispatch Co. and Brightline, a passenger service operating on the FEC railway. This ongoing study has helped to assure that the navigability of the New River is not compromised by the addition of passenger traffic over the FEC bridge.

Ms. Cohn noted that the marine industry has a \$9.7B economic impact in Broward County, and that Ft. Lauderdale has 165 miles of navigable waterway.

Ms. Cohn stated that the webcam that the bridge uses, implemented with FIND funding, has been helpful in monitoring the bridge activity and reporting violations.

Commissioner Gernert stated this camera program has been very good, and that having this ability to keep the railway bridge in check is very important. He stated that he appreciates the support of MIASF.

Chair Blow asked if MIASF is looking for continued support from FIND for monitoring. Mr. Crosley stated that MIASF will come back with a longer-term contract in the near future.

Vice Chair Crowley thanked MIASF and stated his support to the organization.

Commissioner Gernert stated that the relationship with MIASF and FIND is very supportive and important, and thanked Ms. Cohn as an exceptional resource to FIND.

ITEM 11. Update to the Economic Analysis of the District's Waterways

The Balmoral Group provided a scope and cost estimate for updating the Economic Analysis of the District's Waterways. The Balmoral Group is the original author of the previous economic update, beginning almost five (5) years ago. The economic analyses have become outdated, and the reports are now not as useful as required.

The Balmoral Group will build upon their earlier work and utilize comparisons and trends to keep the costs reasonable, while providing viable and easily defensible updated economic numbers.

Commissioner Sansom motioned to approve the cost estimate from The Balmoral Group. Commissioner Cuozzo seconded the motion. All were in favor and the motion passed unanimously.

The Commissioners discussed connective waterways and how the canals impact the valuation of homes along the ICW.

ITEM 12. Settlement Offer for a Revised Pipeline and Access Easement at Dredged Material Management Area BV-4B, Brevard County, FL.

Several years ago, FIND became aware of a conflict with the existing pipeline easement for Dredged Material Management Area (DMMA) BV-4B near Mims, FL. The location of the easement precluded crossing under the Florida East Coast (FEC) railway due to the presence of underground fiber optic cables crossing under the railway at that

exact location. After numerous unsuccessful negotiations with FEC, FIND opted to pursue the relocation of the pipe easement to the adjacent property south of the existing easement.

FIND, our attorneys, and Taylor Engineering have been working with the adjacent landowner (Brevard Mims Land) to establish a small pipeline/access easement and construct the necessary pipeline sleeves under the FEC railway for DMMA BV-4B. Following lengthy consultations with the landowner and their attorney, FIND has successfully negotiated a Stipulation Agreement to allow the acquisition of the easement for the sum of \$14,300.00. The fee and Joint Motion for the Court to sign the Stipulation Agreement have been filed with the Brevard County Court. The ultimate final compensation due to the landowner will be determined by jury trial unless the District and the landowner reach a negotiated settlement. To that end, staff and the Districts counsel are requesting authority to negotiate a final settlement within the following parameters:

1) FIND may offer an additional sum to the landowner for compensation intended for the taking of the easement from the landowner (Brevard Mims Land). The Board will need to authorize the Executive Director to negotiate in good faith for the agreed compensation within his delegated authority for land acquisition and management.

2) FIND may offer an additional \$7,500.00 in full attorney's fees and expert fees incurred by the landowner (Brevard Mims Land), which is statutorily mandated.

Mr. Crosley directed the Commissioners to a resolution to be passed on page 73 of the agenda. Commissioner Isiminger motioned to approve the resolution. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

Commissioner Cuzzo noted that this item regarding eminent domain should have been an Executive Session that was closed to the public until a decision was made.

Mr. Jack Kirschenbaum with Gray Robinson stated that an offer previously made authorized \$7,500 to pay the property owner attorney fees. He asked the Board for approval to settle the case after the property owner's appraisal is completed and delivered. This resolution authorized the Executive Director to settle the case if its within his discretionary spending authority.

The original motion stands.

ITEM 13. Gopher Tortoise Remediation Project Update – Dredged Material Management Area SJ-1, St. Johns County, FL.

Staff and the contractors continue to work on the remediation of gopher tortoises at Dredged Material Management Area (DMMA) SJ-1 in St. Johns County. Upon the discovery of gopher tortoise infiltration at DMMA SJ-1 in 2020, staff have worked with Taylor Engineering and several contractors to relocate approximately 210 tortoises, grout the empty burrows, and construct a tortoise exclusion fence around the perimeter of the site.

While relocation of gopher tortoises has proven time-consuming, costly, and tedious, significant progress has been achieved to date. It is estimated there are approximately up to 30+ tortoises remaining onsite. As bucket-trapping has been exhausted, all remaining tortoises will need to be excavated in accordance with Florida Fish and Wildlife Conservation Commission (FWC) regulations. An estimated 5 to 10 burrows occur on the berm of the DMMA, and reconstruction of the disturbed berm areas will be necessary in accordance with engineering specifications provided by Taylor Engineering.

Terracon, Inc. has exhausted their previous bucket trapping efforts, and has provided the District with a cost estimate to relocate the remaining tortoises on site through excavation. Their fee does NOT include the required mitigation banking fees and the FWC permit modification fees. The District has funding remaining to allocate to the additional mitigation and permit fees. However, mitigation fees now are estimated to be \$6,500.00 per tortoise. In addition, the District is seeking a quote from the previous grouting contractor to determine if they have the expertise to repair the berm breaches resulting from tortoise excavation.

Commissioner Sansom stated this is an ongoing problem and asked how much has been spent this far relocating tortoises. Mr. Ian Eyeington noted that the District has spent over \$1M. Commissioner Sansom stated the District needs to find land/mitigation and needs to start thinking of how to deal with them as a business to minimize future costs.

Commissioner Isiminger asked if it would be feasible to design sites with a fence to keep the tortoises out, and suggested a cost benefit analysis be completed, as well as having Mr. Jon Moyle and Mr. Jim Davenport work on this problem on our behalf.

Chair Blow stated that staff will work with consultants and do an analysis of purchasing property and having it approved as a mitigation site.

Commissioner Davenport motioned to approve the scope of work. Commissioner Cuzzo seconded the motion. All were in favor and the motion passed unanimously.

ITEM 13B. Berm Remediation at Dredged Material Management Area SJ-1.

An additional component of gopher tortoise removal at Dredged Material Management Area (DMMA) SJ-1 will be the repair of the disturbed areas of the berm. Terracon, Inc., the contractor relocating gopher tortoises at DMMA SJ-1, does not have the capability to repair the berm following excavation. Loren Jock Trucking has provided quotes for both additional burrow grouting (up to 47), and repair of excavated burrows (up to 10) within the DMMA berm areas.

Commissioner Gernert motioned to approve the quote for the berm remediation, Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 14. Analysis and Recommendations of the Dredging Efficiencies Study for Intracoastal Waterway Maintenance Dredging in the Vicinity of Bakers Haulover Inlet, Miami-Dade County, FL.

In October 2017, the Board approved a scope of work from Taylor Engineering to conduct a review and analysis of Intracoastal Waterway dredging efficiencies within the twelve-member counties of the Florida Inland Navigation District. In September 2018, Taylor Engineering presented their report to the Board. It was concluded that most of the dredging and cost associated with maintenance of the Intracoastal Waterway (IWW) primarily occurs around ocean inlets.

The recommendation of the overall study included individual modeling of the highest shoaling areas of the waterway near inlets. As a result, Taylor Engineering and the District have been systematically moving from north to south with analysis of the primary IWW dredging reaches influenced by ocean inlets. In May 2020, the Board approved a scope and cost estimate to study the IWW in the Bakers Haulover area.

Dr. Mike Kabiling presented on behalf of Taylor Engineering. Please refer to the presentation beginning on page 115 of the agenda.

Commissioner Boehning asked about the percentage of velocity changes. Dr. Kabiling stated that in this area, the velocity is around 2.5 at the peak per second.

Commissioner Isiminger asked if there are sea grasses on the flood shoal, and asked if another dredging method such as side cast had been considered if no sea grass was present.

Commissioner Sansom stated that part of the analysis should include the economic benefit of moving the waterway out of the flood shoal area, freeing up congestion of the waterway.

Vice Chair Crowley suggested meeting with USACE and the County to get buy in and initial 408 support before moving forward.

Commissioner Isiminger stated that the Section 408 permitting process is an issue.

Commissioner Davenport suggested a workshop on the topic.

Mr. Crosley stated that the Board shouldn't overlook the advanced maintenance short-term solution, Alternative D. He suggested pursuing the short-term goals as well as the long-term solution of rerouting the channel.

Vice Chair Crowley stated that Alternative G is a better choice from an engineering and boating perspective.

Commissioner Sansom stated that Alternative D is counterproductive, and takes off pressure of an issue needed to be resolved.

Chair Blow task Taylor to schedule a meeting with USACE in Jacksonville and see if there is any interest in relocating the channel.

ITEM 15. Update to the Interlocal Agreement # ICW-PB-22-05 for Intracoastal Waterway Maintenance Dredging at Cut P-50, Palm Beach County, FL.

At the November 19, 2021, meeting, the Board approved an Interlocal Agreement with Palm Beach County to maintenance dredge Cut P-50 on the Intracoastal Waterway (IWW) near the South Lake Worth (Boynton) Inlet. Since that time, the County has been performing their due diligence and obtaining the necessary permits, approvals and contracts to conduct this project in conjunction with their inlet improvement and maintenance project. This will save both parties mobilization and unit costs.

Since the approval of the agreement, costs have increased significantly, and it is necessary to provide additional funding to the County to ensure the completion of this important dredging project. The project is anticipated to be advertised in October 2022 and initiate shortly thereafter.

Commissioner Isiminger motioned to approve. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 16. Assistance Projects Extension Requests.

Several Assistance Program Project Sponsors have requested extensions of their FY 2020-21 project agreements. In accordance with Chapter 374.96 F.S. and Rule 66B-2.009(1) these agreements can be extended with Board approval for one (1) additional year. (Revised project expiration date for each project will be September 30, 2023).

Commissioner Sansom motioned to approve the extension requests. Commissioner Cuzzo seconded the motion. All were in favor and the motion passed unanimously.

ITEM 17. FY 2022-2023 Assistance Program Application Ratings and Evaluations.

Staff has compiled the Commissioner's Rating and Evaluation Scores for the submitted and reviewed FY 2022-2023 Cooperative Assistance Program (CAP) applications and Waterways Assistance Program (WAP) Applications. Each application that received more than the required minimum 35 points may move forward for further funding consideration, pursuant to the program rules. Board approval of this item continues all eligible projects for funding consideration to the final Truth In Millage Act (TRIM) tax and budget hearing at the end of September.

Commissioner Sansom motioned to approve. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

ITEM 18. North Bay Village - Request for a Major Project Cost Modification to the North Bay Village Baywalk-East, PH-IB, Waterways Assistance Program Project Agreement #DA-NBV-19-244, Miami-Dade County, FL.

North Bay Village has submitted a request for a major project cost modification to their North Bay Village Baywalk-East, PH-IB project agreement (project #DA-NBV-19-224). The FY 2019 project scope originally included the design, permitting and engineering of 3,400 linear feet of an Island Walk multi-use path. Due to the difficulty in managing many different property owners involved in the project, some of which have decided to

design and permit their own sections of the Island Walk, the Village is requesting to reduce the project scope to only include city-owned parcel #14.

Vice Chair Crowley motioned to approve. Commissioner Sansom seconded the motion. All were in favor and the motion passed unanimously.

ITEM 19. Village of Palmetto Bay - Request for a Major Project Cost Modification to the Thalatta Shoreline Stabilization and Pier Waterways Assistance Program Project Agreement (#DA-PB-20-245), Miami-Dade County, FL.

In accordance with Rule 66B-2.009(3), the Village of Palmetto Bay has submitted a request for a major project cost modification to the Thalatta Shoreline Stabilization and Pier project agreement (project # DA-PB-20-245). The FY 2020 project scope originally included shoreline stabilization and the installation of a new viewing pier. Due to construction access issues and rising costs of construction, the Village is requesting to only move forward with the shoreline stabilization portion of the project. The planned viewing pier will be removed from the project scope due to lack of staging area access and the funding will be reallocated to finance the increased costs of the shoreline stabilization.

Vice Chair Crowley stated he was frustrated that the local government did the right thing, but the permitting agencies made it so difficult to get through the process. He stated that the right thing for FIND to do is approve this, not penalize them, and that this is a lesson to stay engaged in these projects.

Vice Chair Crowley motioned to approve. Commissioner Williams second the motion. All were in favor and the motion passed unanimously.

ITEM 20. FIND Lease Agreement with the City of Pompano Beach for Public Recreational Purposes at Material Storage Area (MSA) 726, MSA 726-B and MSA 726-C, also known collectively as Exchange Club Park, Broward County, FL.

Material Storage Area (MSA) 726 (etc.) is identified as a primary spoil management location in the District's Long-Range Dredged Material Management Plan (DMMP) for Broward County. The site would likely be utilized for staging area for materials and equipment, as well as for transferring dredged material in future projects. A full containment facility is unlikely to be constructed at this location.

On August 25, 1981, the Navigation District entered into a 25-year lease agreement with the City of Pompano Beach for public recreational purposes at MSA 726, MSA 726-B and MSA 726-C. Together, these sites include approximately 14 acres over the three (3) parcels, all owned by the District and also collectively known as “Exchange Club Park”. Lease Extension Agreement No. 1 was approved by the Board and was signed on January 23, 2007. Extension Agreement No. 2 was approved by the Board and signed on February 11, 2012. In 2016, after an extensive renovation project including regrading and removal of the exotic invasive plant species from the property, a new lease was rewritten and approved for a 5-year term. Lease Extension Agreement No. 1 was approved By the Board on February 25, 2018, which extended the term of the lease to August 25, 2022. The City of Pompano Beach has operated a passive recreational park with a sandy beach, grassy area and restrooms for numerous years, allowing visitor’s access to the Intracoastal Waterway. They are requesting an extension of the lease terms for a period of five (5) years, with a mutual clause for an additional five (5) years.

Commissioner Williams motioned to approve. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

ITEM 21. Utility Easement Request from Florida Power and Light Company at Dredged Material Management Area D-45, Miami-Dade County, FL.

On June 14, 2022, the District was approached by Florida Power and Light (FPL) to release a 35-foot wide, 9,054 square foot easement at the southwest corner of Dredged Material Management Area (DMMA) D-45 for the installation and operation of a forty-two (42) inch diameter buried reclamation water line conveying water from the Miami-Dade County Water and Sewer Department to the Turkey Point Clean Energy Center. The District’s DMMA site is located near Mimi-Dade county Landfill in Homestead, Florida, and the pipeline would be installed utilizing directional drilling technology. The establishment of this utility and easement is highly unlikely to negatively affect the future use of the site.

Ms. Sarah Dusuck presented on behalf of FPL, beginning on page 218 of the agenda.

The commissioners expressed frustration with FPL’s general lack of responsiveness.

Chair Blow stated he believes FPL is not offering enough money.

Commissioner Williams motioned to approve. Commissioner Sansom seconded the motion. Commissioner Sansom requested an active liaison to help improve the communication process.

Chair Blow, Vice Chair Crowley, and Commissioners Davenport and Cuzzo opposed the motion.

Commissioners Williams, Sansom, Stapleford, Isiminger, and Gernert were in favor of the motion. The motion passed.

ITEM 22. Washington D.C. Report.

Mr. Crosley reviewed the report on page 234 and 235 of the agenda. He stated that an extra \$2.9 M was appropriated for the OWW, and suggested sending a letter to Rep. Brian Mast thanking him.

Commissioner Isiminger asked to have Mr. Davenport research if gopher tortoises are protected at the Federal level and to see what can be done to manage them.

ITEM 23. Additional Staff Comments and Additional Agenda Items.

Mr. Crosley stated that the final tax hearing will be held at 6 pm at the FIND office, 1314 Marcinzski Rd., on September 22 and that a quorum is essential.

Mr. Jim Marino stated that the PIANC America 2023 Conference is April 24-28, 2023, in Ft. Lauderdale.

ITEM 24. Additional Commissioners Comments.

Commissioner Sansom asked when is the next Board meeting. Mr. Crosley stated it will be November.

Commissioner Davenport thanked Commissioner Gernert for the educational outreach and stated he would like to see more workshops.

Commissioner Cuzzo thanked Commissioner Gernert for the outreach, and noted that he had previously asked staff to look at a process to start naming District sites after deceased members and to develop a formal nominating process.

Commissioner Williams thanked staff for the boat ride and stated he would like to see a presentation on dredging systems used around the world that the District could utilize to lower costs and improve techniques.

Commissioner Sansom stated it was great outreach and discussed FIND's upcoming 100 year anniversary. He suggested working with local communities so they recognize how FIND has enhanced their economic viability.

Chair Blow suggested incorporating 100 years into the FIND logo.

Commissioner Stapleford stated it has been great working with FIND. He noted that Flagler's annual waterway cleanup is tomorrow. He is also presenting a check to Flagler Beach at an observation deck ribbon cutting ceremony.

Commissioner Isiminger stated he loves the New River and thanked staff for a great meeting.

Commissioner Boehning thanked Commissioner Gernert for a great outreach and noted it was his first time on the New River.

Commissioner Gernert noted he appreciated everyone for coming to Broward County.

Vice Chair Crowley thanked Commissioner Gernert for the boat trip. He noted that water along the Riverwalk at these high tides is close to the top of seawalls, and anticipates grant requests in the future. He noted that he was appointed as a Miami River Commissioner last month. He also stated that MIASC is sponsoring a Miami river tour Wednesday the 14th at 11:30-1:30 pm.

Chair Blow thanked Commissioner Gernert for outreach. He also suggested the use of a drone to keep an eye on District sites.

ITEM 25. Adjournment.

Chair Blow stated that hearing no further business, the meeting was adjourned at 1:23 p.m

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)

**THE MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Final Public Tax & Budget Hearing

Thursday, September 22, 2022 at 6:00 PM.

Florida Inland Navigation District Office

1314 Marcinski Road

Jupiter (Palm Beach County), FL 33477-9427

(participation also via communication media technology, www.aicw.org)

ITEM 1. Call to Order.

Chair Blow called the Final Public Tax and Budget Meeting of the Florida Inland Navigation District to order at 6:01 p.m.

ITEM 2. Pledge of Allegiance to the United States of America.

Chair Blow led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. Roll Call.

Secretary Boehning called the roll and Chair Blow, Vice Chair Crowley, and Commissioners Gernert, Boehning, Cuozzo, Isiminger, Sansom, and Stapleford were present. Vice Chair Crowley joined at 6:05 pm. Commissioners Davenport, O'Steen, and Williams were absent. Commissioner Boehning stated that a quorum was present. Also in attendance were Executive Director Mark Crosley, Assistant Executive Director Janet Zimmerman, Finance Director Glenn Scambler and Attorney Peter Breton.

ITEM 4. Additions or Deletions.

Mr. Crosley stated that there were no additions or deletions but noted that FIND staff passed out additional information that includes the finalized grants list.

ITEM 5. Announcement of the percent (11.5%) by which the proposed millage rate (0.0320) exceeds the calculated rolled-back rate (.0287).

Chair Blow announced the percent by which the proposed millage rate exceeds the calculated roll back rate. He noted that FIND has lowered or kept the same millage rate for the last 25 years.

ITEM 6 Invitation for public comments.

There were no public comments.

ITEM 7. Amendments to the final budget.

A): Assistance Program Budget

Ms. Zimmerman stated that the grants highlighted in yellow have reached the county cap, money has been allocated, and the amount awarded is less than requested. The projects in orange are projects requesting multi-year funding. The current total grant amount for WAP will be \$19,621,178M, and CAP is \$399,000.

Commissioner Sansom asked if the roll back rate was adopted, would that provide less money for grants. Ms. Zimmerman stated that three counties, Flagler, Indian River and Miami-Dade would be impacted, with slightly less than a \$1.2M decrease in total funding to those counties.

Vice Chair Crowley motioned to approve the assistance program budget. Commissioner Boehning seconded the motion. Commissioner Isiminger opposed the motion. The motion passed.

B): Mr. Crosley stated that two grants from the City of Miami were expected to not move forward and were originally scheduled to return funding to the budget, but now may have some life left. The District is not reallocating funding at this time, and the funds will stay in the accounts, around \$1.2M for each project.

Mr. Crosley stated there is a grant overage of \$639,000, and the current budget is reduced to \$113,247,978. The Resolution under Item 13 will reflect that change.

Commissioner Isiminger asked if he can vote on amendments if he is opposed to the final budget. Mr. Scambler stated yes.

Commissioner Gernert motioned to approve this change. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 8. Comments by District Commissioners.

Commissioner Sansom noted that the District funded all approved projects that had received permits by the deadline.

Chair Blow noted that he is in favor of using the current millage rate due to inflation.

Commissioner Isiminger stated he supports a rollback and cannot support the budget as written. He stated it was too large and had too many reserves and holdovers. He stated he believed that the WAP program is driving the budget, and should be a percentage of the budget.

Commissioner Stapleford asked if Mr. Crosley agreed with Commissioner Isiminger's statement. Mr. Crosley stated he did not completely agree and that the money is needed for

larger projects such as offloading sites. He noted that the USACE cannot fund offloading sites and that the price of everything is rising.

Commissioner Gernert stated that he appreciates Commissioner Isiminger's thinking, but is comfortable with this program due to the changing market.

Commissioner Sansom noted that when the District was reauthorized by the Legislature in the 1980s, the WAP program kept the District from being absorbed by the DEP. He stated that both are equally important programs. He stated that FIND does what no other agency does by working with local communities.

Chair Blow noted that without the WAP program, a lot of infrastructure in St. Johns County wouldn't exist. He noted it was critical in providing public access to the waterway.

ITEM 9. Re-computation of the final tax millage rate (if necessary).

Chair Blow stated that it was not necessary to re-compute the final tax millage rate.

ITEM 10. Additional public comments on the budget amendments and tax millage re-computation.

There were no additional public comments on the budget amendments and tax millage re-computation.

ITEM 11. Final announcement of the District rolled-back rate for FY 2022-23 (.0287), the final proposed millage rate for FY 2022-23 (0.0320), and the percentage by which the re-computed final millage rate exceeds the calculated rolled-back rate for FY 2022-23 (11.5%).

Chair Blow read the final announcement of the District rolled-back rate for FY 2022-23 (.0287), the final proposed millage rate for FY 2022-23 (0.0320), and the percentage by which the re-computed final millage rate exceeds the calculated rolled-back rate for FY 2022-23 (11.5%).

ITEM 12. Adoption of the final tax millage rate, Resolution No. 2022-04 (Please see attached Resolution).

Chair Blow asked for a motion to approve the adoption of the final tax millage rate. Commissioner Gernert motioned to approve the resolution. Commissioner Sansom seconded the motion. Commissioner Isiminger opposed the resolution. The motion passed.

ITEM 13. Adoption of the final budget, Resolution No. 2022-05 (Please see attached Resolution).

Mr. Crosley stated that the final budget is \$113,247,978.

Commissioner Gernert motioned to adopt the final budget. Commissioner Sansom seconded the motion. Commissioner Isiminger opposed the motion. The motion passed.

ITEM 14. Adjournment.

Chair Blow adjourned the meeting at 6:28pm.

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Palm Beach County was completed in 1989. Phase II of the DMMP was completed in 1990 and all major land acquisition was completed in 1991. The DMMP is scheduled for an update again in 2023.

The 50-year dredging projection for the 43 miles of channel in Palm Beach County is 2.9 million cu/yds and the storage projection is approximately 5.5 million cu/yds. The majority of this dredging (76%) is associated with Jupiter Inlet. *(Please see the attached location maps).*

Dredged Material Management Area Development

Six upland Dredged Material Management Areas (DMMA) have been acquired and two beach placement areas have been secured to manage dredged materials from the Intracoastal Waterway (IWW) in Palm Beach County. DMMA's Peanut Island (PI) and MSA 641-A (Delray Beach) have been constructed and utilized. Easements have been re-secured for beach placement of IWW material on the beach south of Jupiter Inlet (PB-JB). Plans, specs and permitting for MSA 617-C are ongoing.

Waterway Dredging

In 2013, the USACE completed a maintenance dredging project for Cuts P-1 through P-4 on the Intracoastal Waterway (IWW) in the vicinity of Jupiter Inlet. This 30,000 cu/yd project was funded through federal supplemental Operations & Maintenance funding via Hurricane Sandy relief. This area was previously dredged in 2009 and is regularly dredged approximately every 3 years.

In 2016, the Navigation District partnered with the Jupiter Inlet District to complete a cooperative dredging project for both the IWW and the Inlet. This action saved hundreds of thousands of dollars in mobilization/demobilization costs and resulted in an overall decreased unit costs for the larger quantity of material dredged. Approximately 150,000 cu/yds were removed during this project and placed on the beaches south of the inlet, with over 100,000 cu/yds originating from the IWW. This area was again maintenance dredged through a USACE project in 2020. The contractor coordinated with the Jupiter Inlet District to complete maintenance dredging of their sand trap follow the IWW project.

A small but draft-limiting shoal in the vicinity of the Parker Bridge in Palm Beach Dredging Reach II (North Palm Beach) was removed in September of 2013. The dredged material (approximately 5,000 cu/yds) was placed on MSA 617-C and hauled away by the contractor.

In 2016, a portion of Palm Beach Reach III of the IWW north of the Port of Palm Beach was deepened from -10' MLW to 17' MLW. The contractor, Cavache, Inc. encountered significant rock in the dredge template, but was able to complete dredging of over 100,000 cu/yds for a successful project.

The maintenance dredging (-10' MLLW) of PB Reach III South (which occurred from south of the Port of Palm Beach to near the docks of the Palm Beach Marina) was completed by the contractor (Orion Marine) in the summer of 2019. The successful project was modified, in cooperation with Palm Beach County, to place approximately 85,000 cu/yds yards of maintenance material on the County's Tarpon Cove Island Restoration Project. The material was originally scheduled to be placed at the Peanut Island Dredged Material Management Area (DMMA PB-PI).

(Please see attached the maps).

Waterways Economic Study

The Palm Beach County Waterways Economic Study was completed in 1998 and updated in 2007, 2011 and 2017. The Board recently approved an update to the study, the results of which are expected sometime next year. The most recent study documented the County's waterway contributing up to \$1.02 billion in annual economic impacts, supporting approximately 8,220 jobs and approximately \$2.7 billion in increased property values related to the presence of the waterway. There are over 34,000 registered vessels in the county.

Waterways Assistance Program

Since 1986, the District has provided \$68.4 million in Waterways Assistance Program funding to 217 projects in the County having a total constructed value of approximately \$220.7 million. The County, fifteen waterfront cities, and the Port of Palm Beach have all participated in the program.

Notable projects funded include: Peanut Island Park, construction or rehabilitation of most of the area's saltwater boat ramps, South Cove, Riviera Beach Marina, Jupiter Riverwalk, Belle Glade Waterfront, Lake Park Marina, Bryant Park, Delray Intracoastal Park, and the West Palm Beach Waterfront Renovations.

(Please see the attached list and location map).

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Palm Beach County: Florida Marine Patrol Officer Funding; Clean Marina Program; Clean Vessel Act; Ocean Avenue bridge replacement; Manatee Acoustic Warning System, and Shoreline Stabilization and Boat lift at the FWC Office. The District's funding assistance for the Palm Beach County portion of these projects was approximately \$2.6 million.

Interlocal Agreement Program

The District's Interlocal Agreement Program (a sub-set of the WAP and CAP programs) has provided funding assistance for the following projects with elements in Palm Beach County: Clean Marina Program; Clean Vessel Act, Dredging of ICW Cut P-50, and the MSA 614-B Mitigation/Enhancement Project. The District's funding assistance for the Palm Beach County portion of these projects was approximately \$1,500,000.

Waterway Clean Up Program

The District has partnered with Keep Palm Beach County Beautiful, Inc. for 18 years on successful waterway clean-up projects in the County.

Small-Scale Derelict Vessel Removal Program

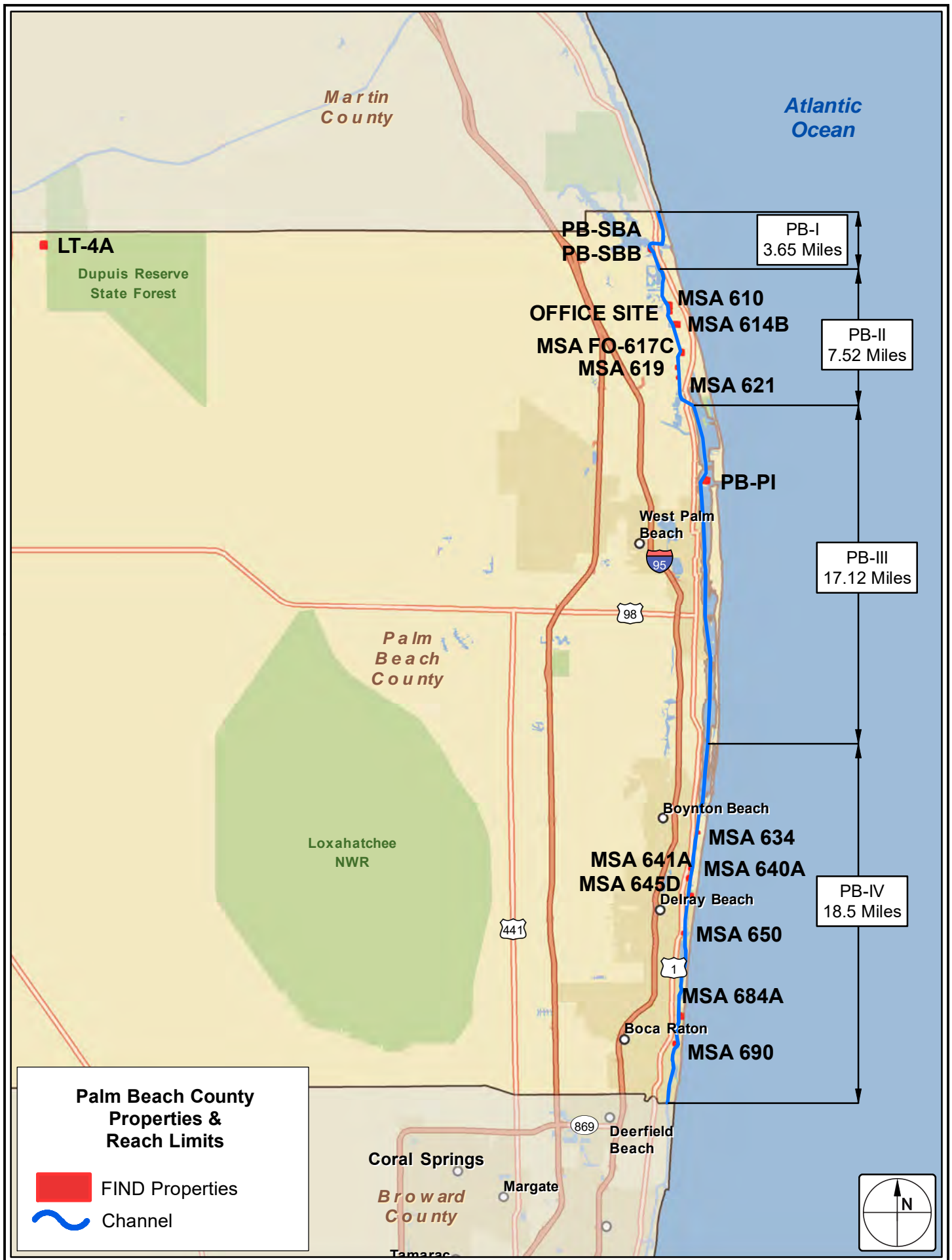
The District has assisted with the removal of 38 vessels in Palm Beach County through the Small-Scale Derelict Vessel Removal Program.

Small-Scale Spoil Island Enhancement and Restoration Program

To date, the County has not participated in this program.

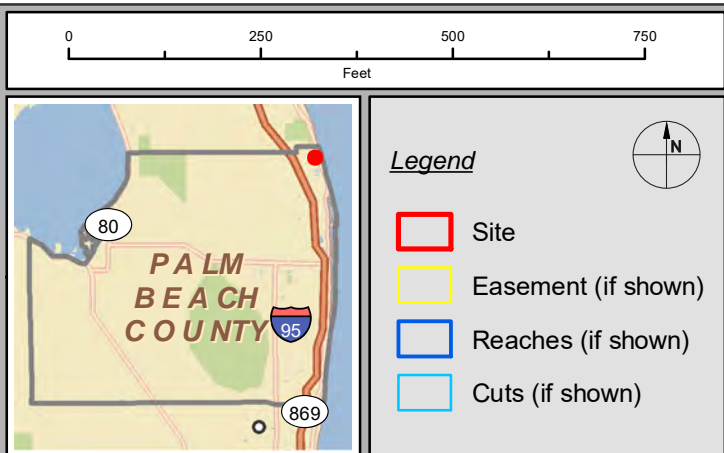
Public Information Program

The District currently prints and distributes brochures with information pertaining to Palm Beach County Waterways. Additional waterway information and useful links are available on the District's website at <http://www.aicw.org/>.



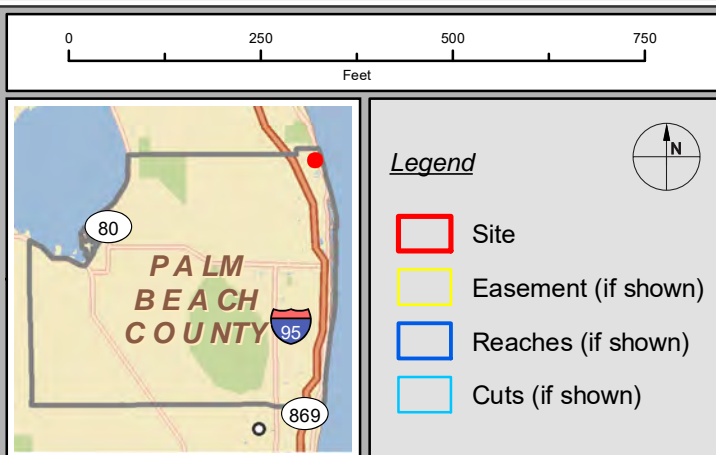


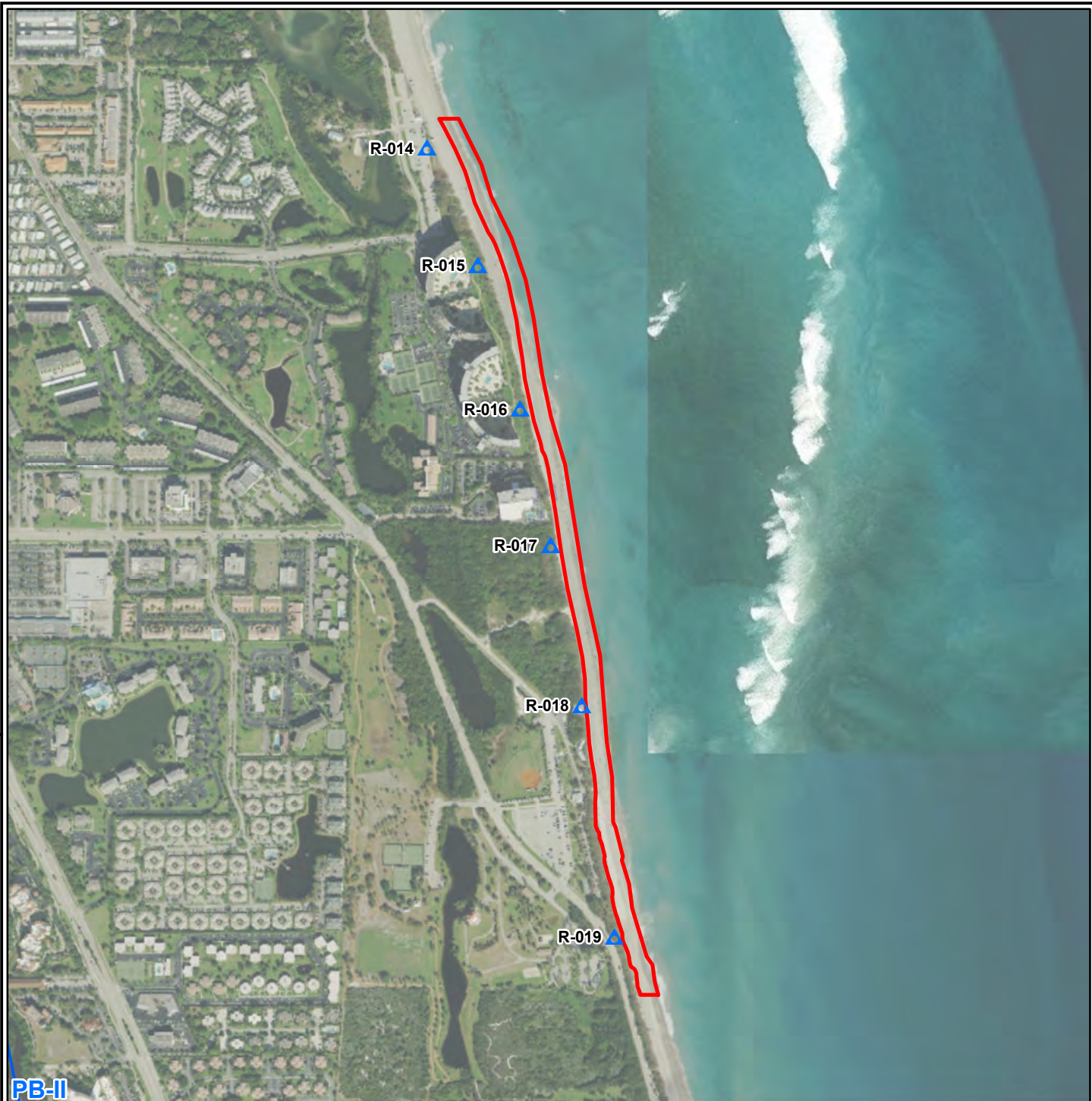
| Site | PB-SBA |
|----------------------|----------------------------------|
| Common Name | Mitigation Island N |
| County/City | Palm Beach/Jupiter |
| Geographic Proximity | ICWW near Burt Reynolds Park |
| Acquisition Dates | UNK |
| Status | Not constructed; mitigation area |
| Year Constructed | N/A |
| Reach/Cuts | PB-I / N/A |
| Site Acres | 1.5 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



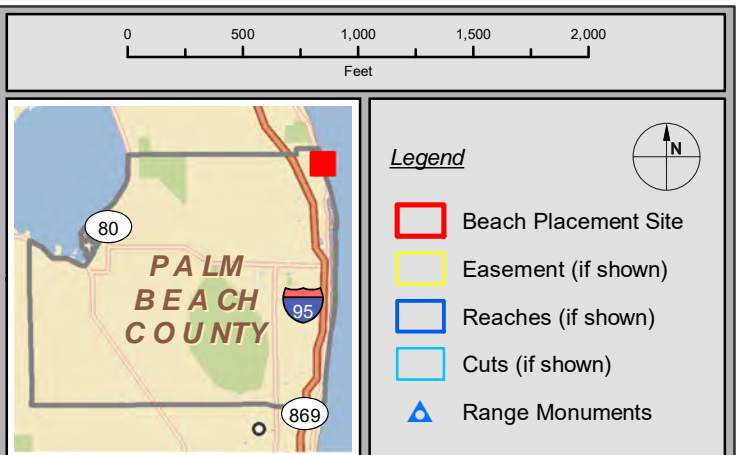


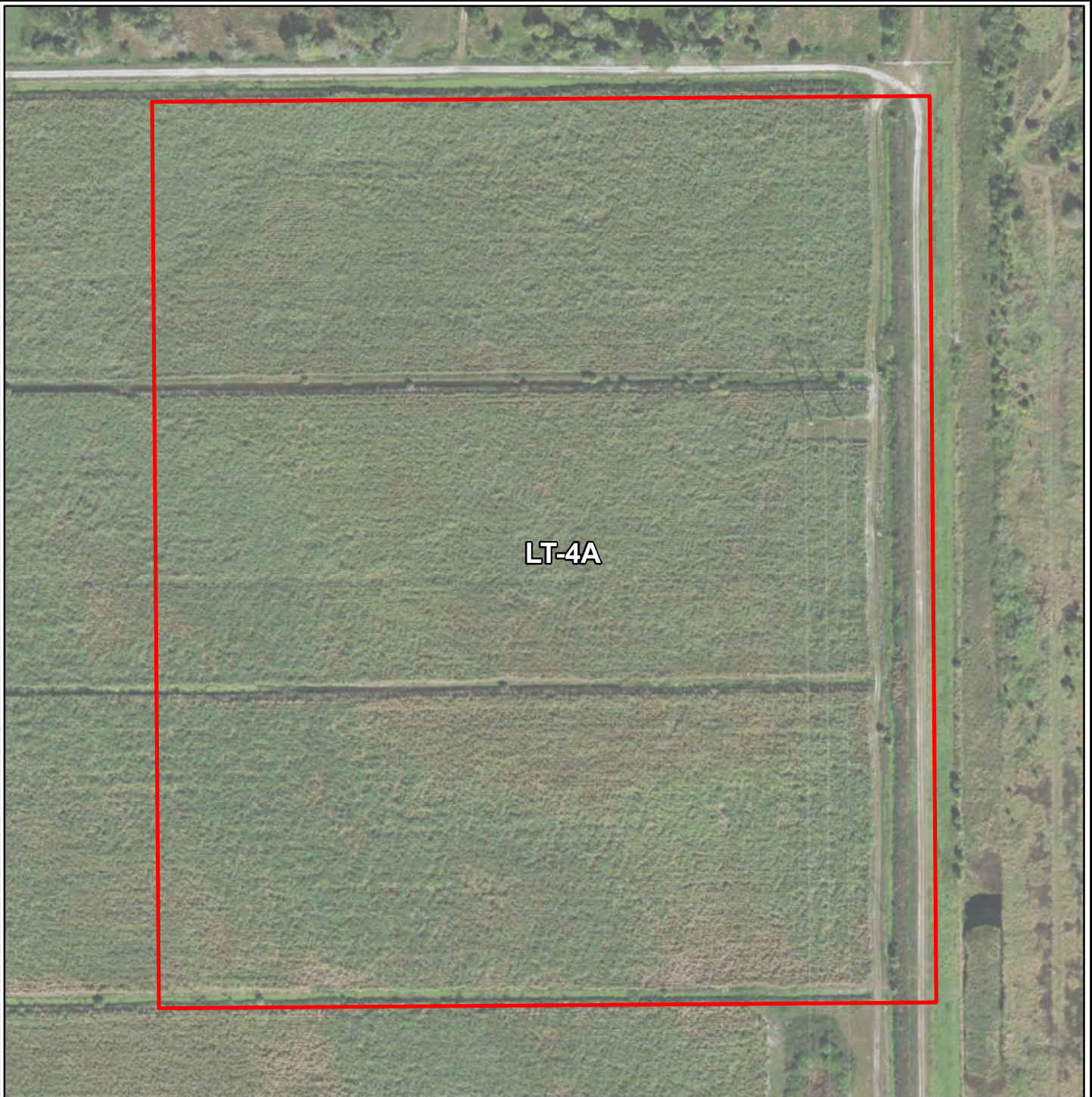
| Site | PB-SBB |
|----------------------|----------------------------------|
| Common Name | Mitigation Island S |
| County/City | Palm Beach/Jupiter |
| Geographic Proximity | ICWW near Burt Reynolds Park |
| Acquisition Dates | UNK |
| Status | Not constructed; mitigation area |
| Year Constructed | N/A |
| Reach/Cuts | PB-I / N/A |
| Site Acres | 2.8 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



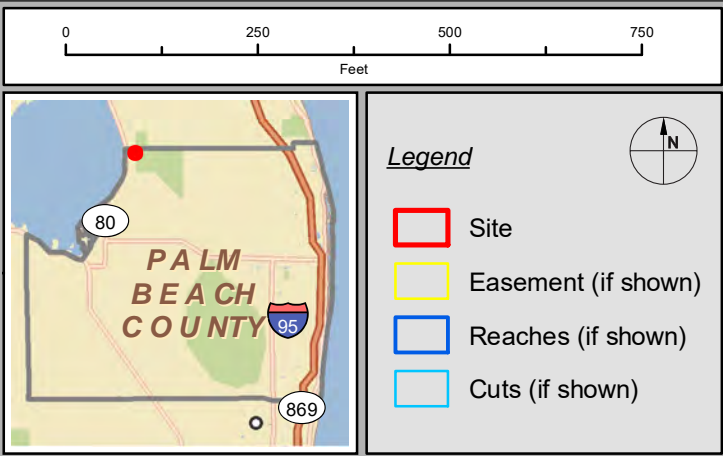


| Site | PB-JB |
|----------------------|------------------------|
| Common Name | Jupiter Inlet |
| County/City | Palm Beach/Jupiter |
| Geographic Proximity | South of Jupiter Inlet |
| Acquisition Dates | |
| Status | |
| Year Constructed | |
| Reach/Cuts | |
| Site Acres | 11.84 |
| R Monument Range | R-14 to R-19 |
| Design Capacity (cy) | |





| Site | LT-4A |
|----------------------|--------------------------------------|
| Common Name | Sugarland |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | Near Lake Okeechobee |
| Acquisition Dates | 9/28/2009 |
| Status | Not constructed: leased as farm land |
| Year Constructed | N/A |
| Reach/Cuts | Route 1, Rim Canal / 1 to 6, 1 - 74 |
| Site Acres | 47.9 |
| Basin Acres | N/A |
| Design Capacity (cy) | 128,000 |

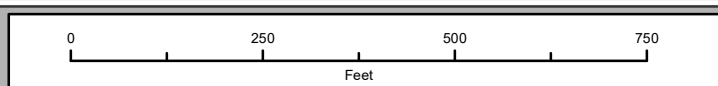




MSA 610

PB-II

| Site | MSA 610 |
|----------------------|----------------------|
| Common Name | Jupiter Dog Park |
| County/City | Palm Beach/Jupiter |
| Geographic Proximity | Near FIND office |
| Acquisition Dates | 4/9/1935 |
| Status | Property Acquired |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / P-15 to P-32 |
| Site Acres | 26.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 33,500 |



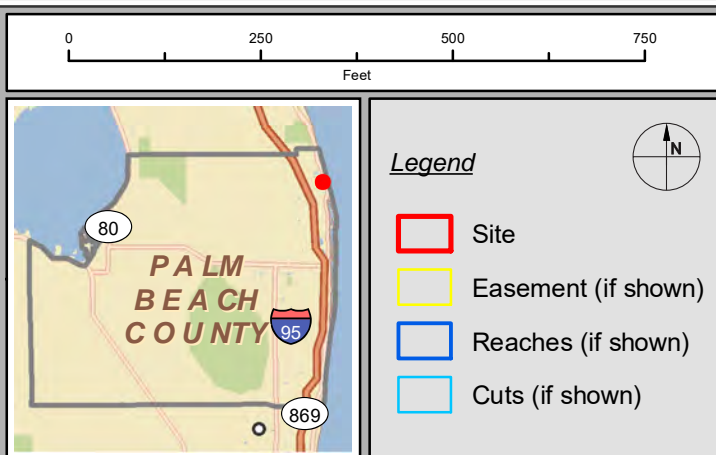
Legend

- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)



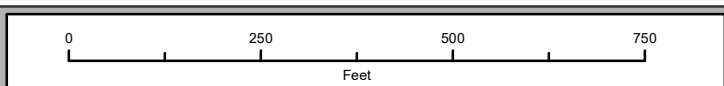


| Site | MSA 614B |
|----------------------|---|
| Common Name | Juno Park |
| County/City | Palm Beach/Juno Beach |
| Geographic Proximity | Juno Beach |
| Acquisition Dates | 1/30/1945 |
| Status | Not constructed; leased as passive park |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / N/A |
| Site Acres | 30.2 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |





| Site | MSA FO-617C |
|----------------------|------------------------------------|
| Common Name | Juno Isles |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | Juno Beach |
| Acquisition Dates | 10/1941; 11/13/1996 |
| Status | Not constructed; partially cleared |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / P-15 to P-32 |
| Site Acres | 14.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 83,032 |



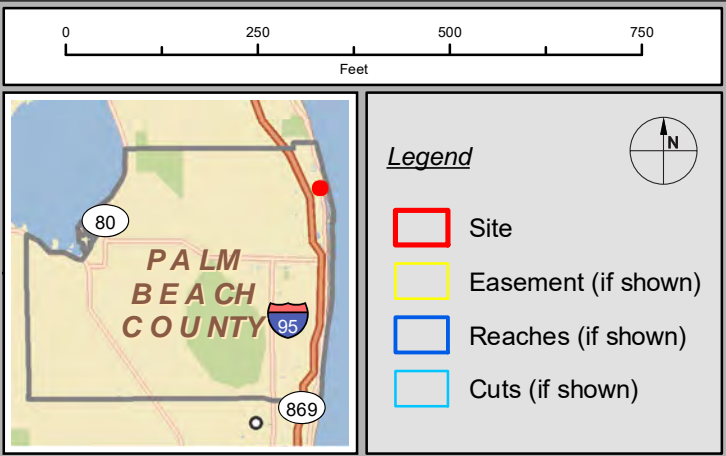
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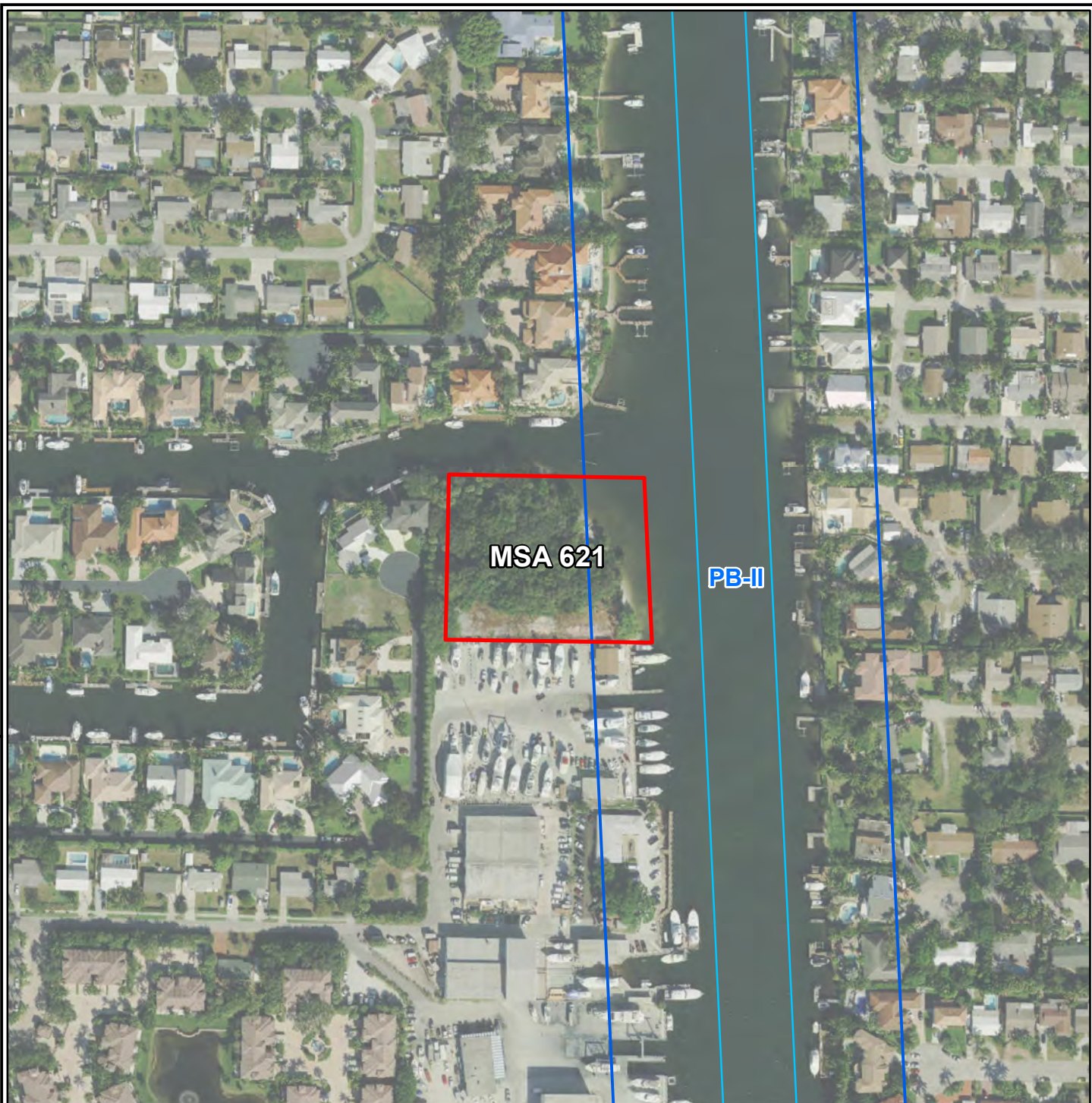
- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)



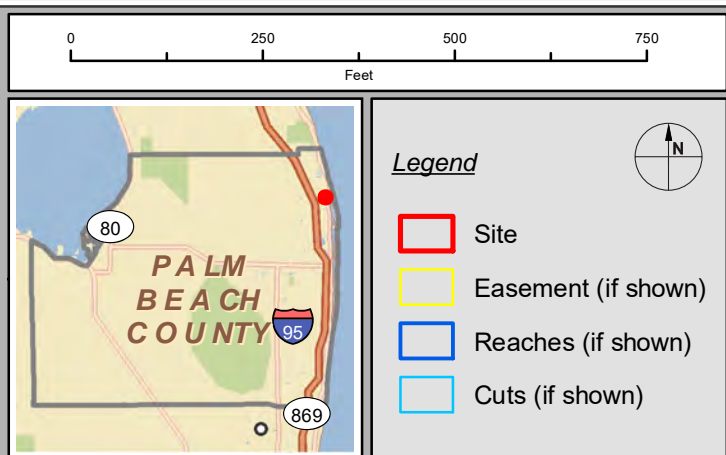


| Site | MSA 619 |
|----------------------|---------------------------|
| Common Name | Prosperity Farms North |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | North of PGA Blvd. |
| Acquisition Dates | 2/19/1935 |
| Status | Not constructed; no plans |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / N/A |
| Site Acres | 5.2 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



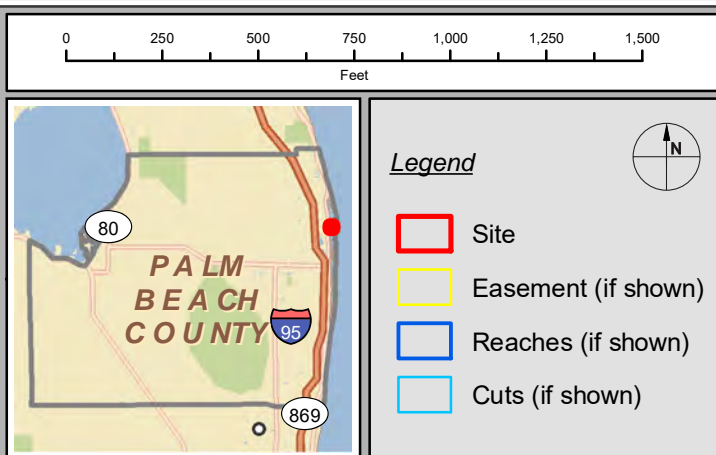


| Site | MSA 621 |
|----------------------|---------------------------|
| Common Name | Prosperity Farms South |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | North of PGA Blvd. |
| Acquisition Dates | 2/19/1935 |
| Status | Not constructed; no plans |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / N/A |
| Site Acres | 2.2 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



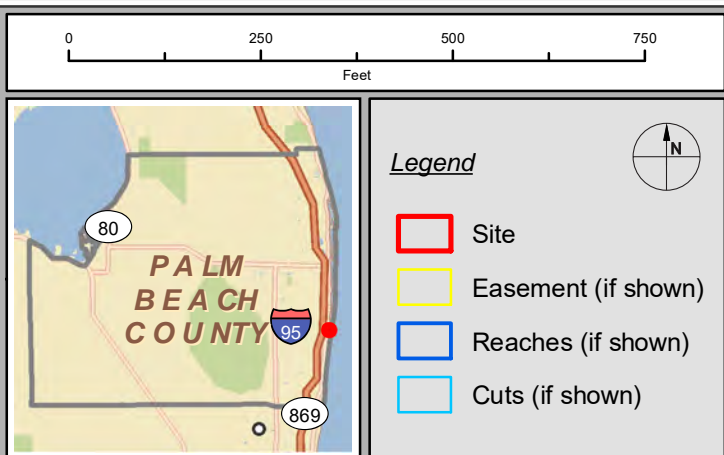


| Site | PB-PI |
|----------------------|---------------------------|
| Common Name | Peanut Island |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | Lake Worth Inlet |
| Acquisition Dates | 12/6/1991 |
| Status | Constructed; 50-04766-P |
| Year Constructed | 2001/2003 |
| Reach/Cuts | PB-III / P-32 to P-50 |
| Site Acres | 121.1 |
| Basin Acres | 16.93 |
| Design Capacity (cy) | 365,000 |



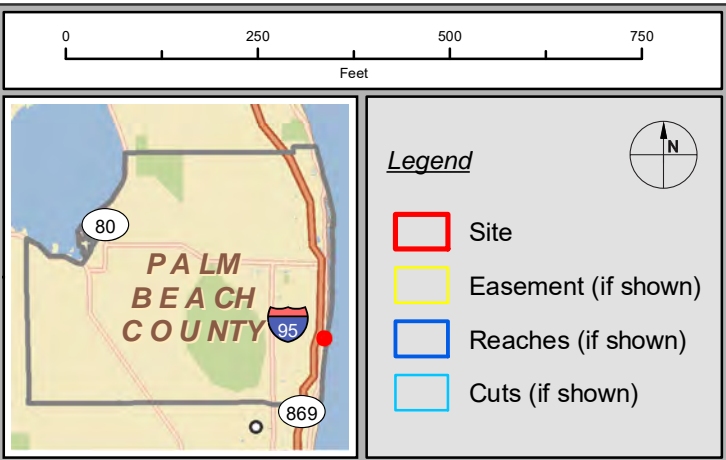


| Site | MSA 634 |
|----------------------|---------------------------|
| Common Name | Ocean Ridge |
| County/City | Palm Beach/Ocean Ridge |
| Geographic Proximity | East of ICW - Ocean Ridge |
| Acquisition Dates | 1940 |
| Status | Not constructed; no plans |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / N/A |
| Site Acres | 1.8 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



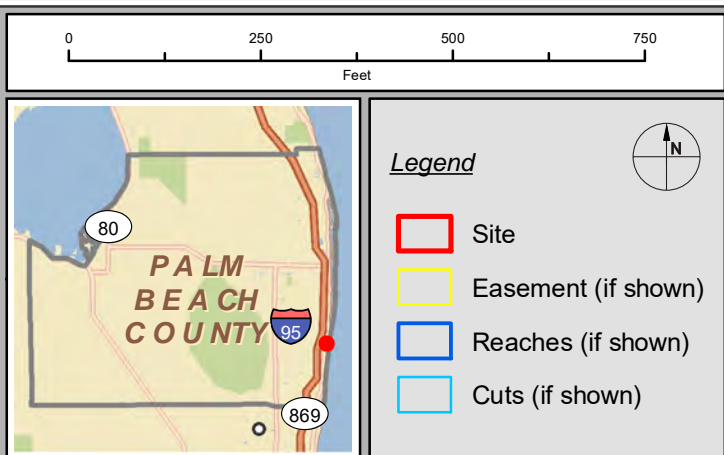


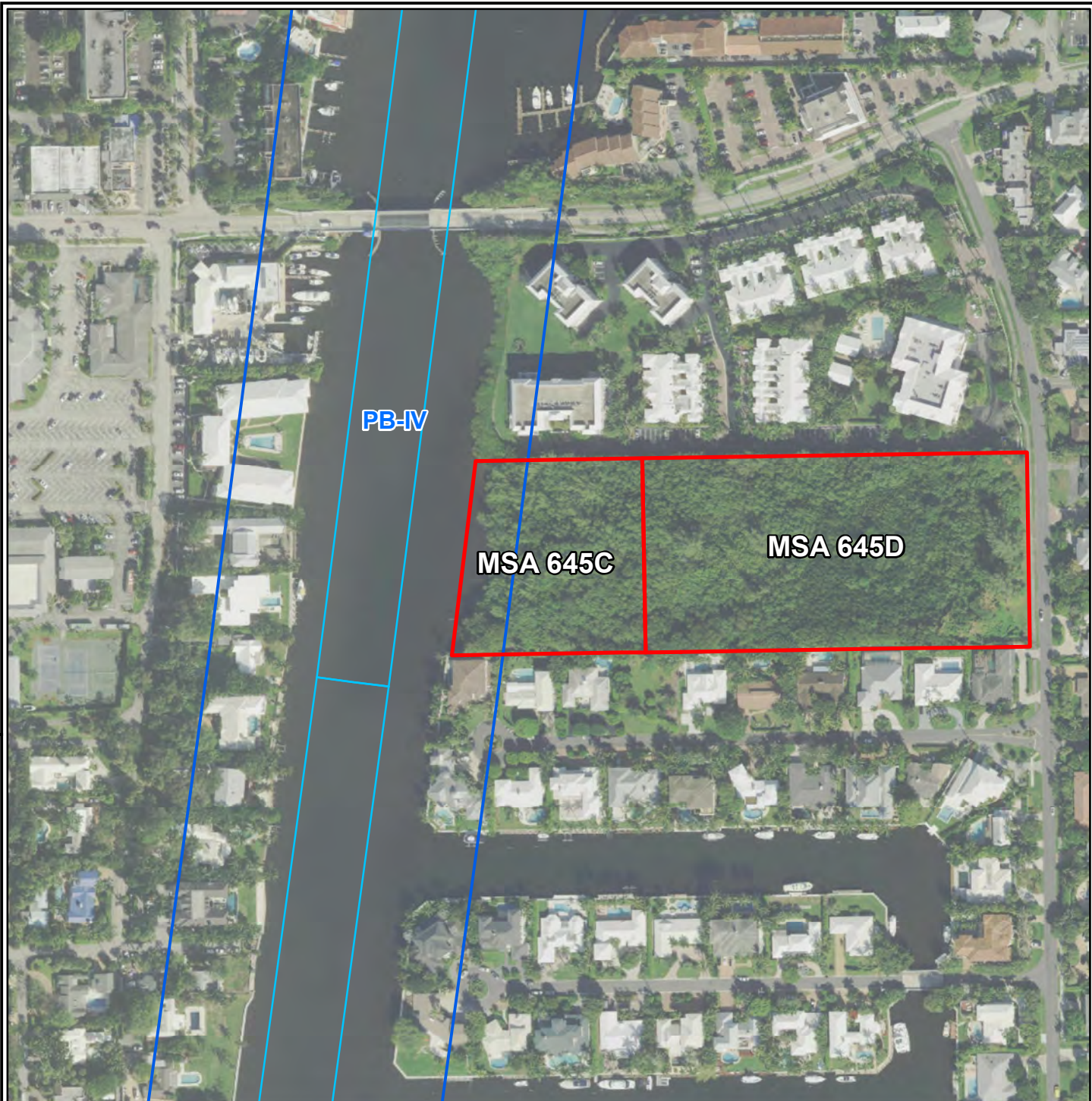
| Site | MSA 640A |
|----------------------|------------------------------------|
| Common Name | Delray North |
| County/City | Palm Beach/Gulf Stream |
| Geographic Proximity | West of ICW - Gulf Stream |
| Acquisition Dates | 12/20/1949 |
| Status | Not constructed; partially cleared |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / P-51 to P-91 |
| Site Acres | 7.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 18,382 |



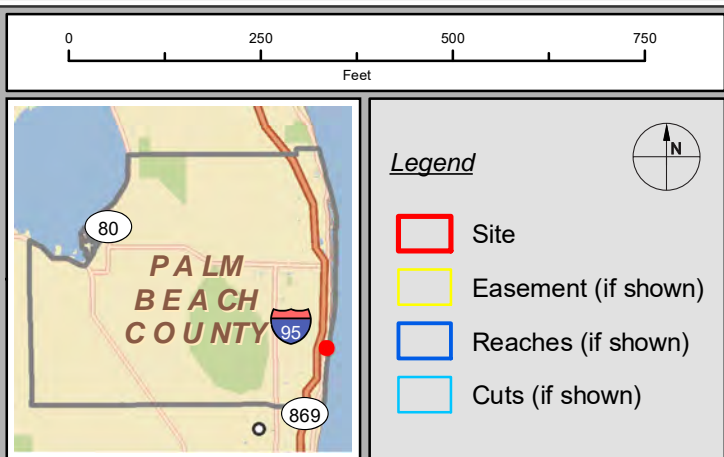


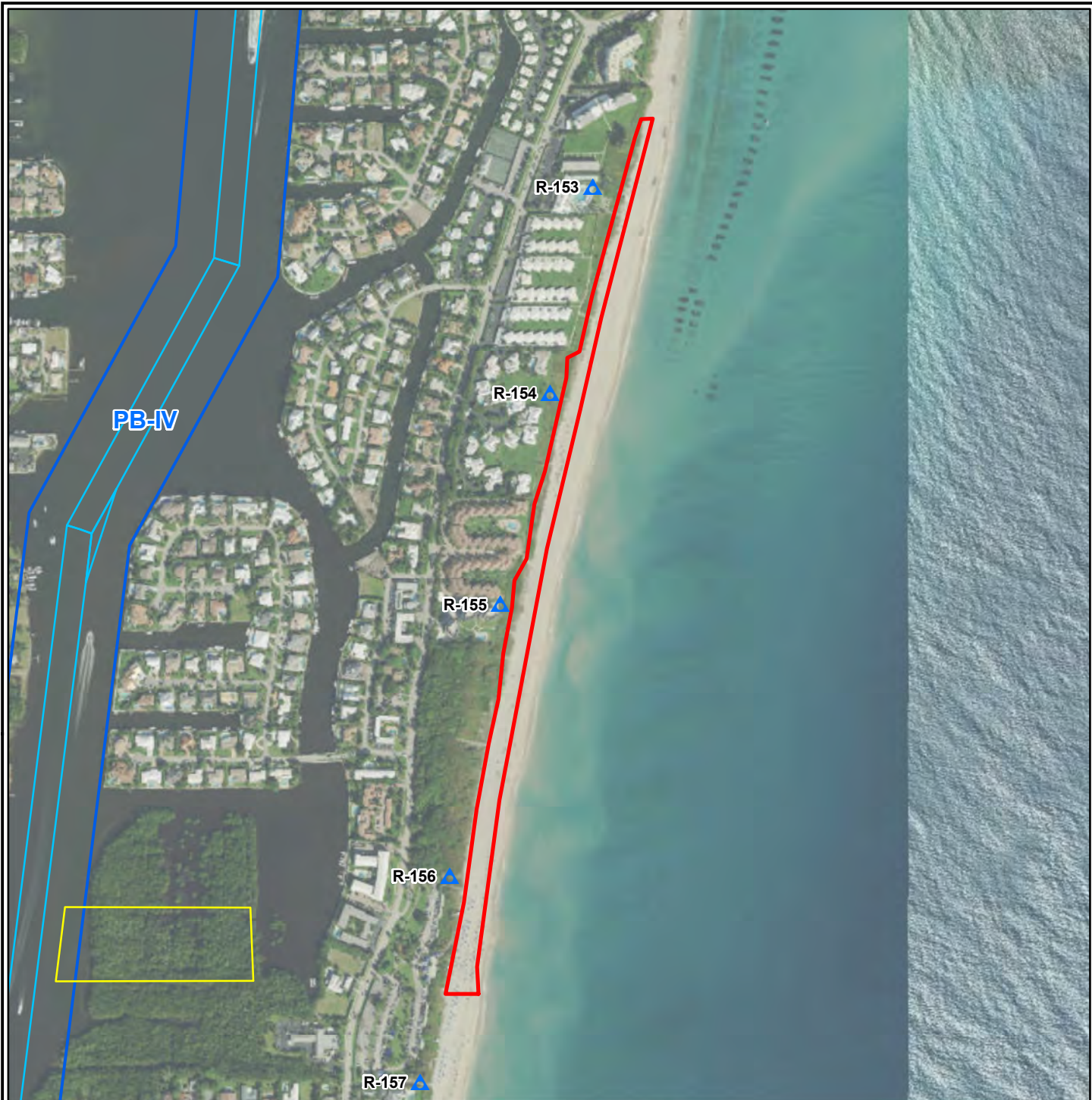
| Site | MSA 641A |
|----------------------|---------------------------|
| Common Name | Delray - Gulfstream Site |
| County/City | Palm Beach/Gulf Stream |
| Geographic Proximity | West of ICW - Gulf Stream |
| Acquisition Dates | 1941 |
| Status | Constructed; active site |
| Year Constructed | 2008/2010 |
| Reach/Cuts | PB-IV / P-51 to P-91 |
| Site Acres | 11.5 |
| Basin Acres | 6.98 |
| Design Capacity (cy) | 66,788 |



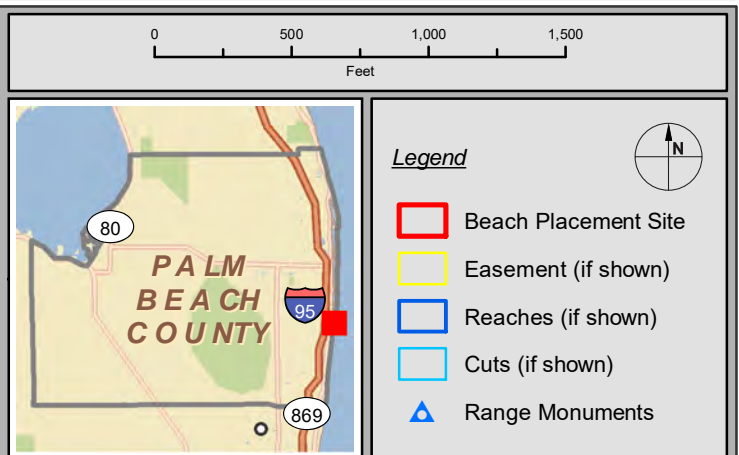


| Site | MSA 645C |
|----------------------|----------------------------|
| Common Name | Delray Site; East of ICW |
| County/City | Palm Beach/Delray Beach |
| Geographic Proximity | South of George Bush Blvd. |
| Acquisition Dates | 1945 |
| Status | Not constructed: no plans |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / N/A |
| Site Acres | 2.4 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



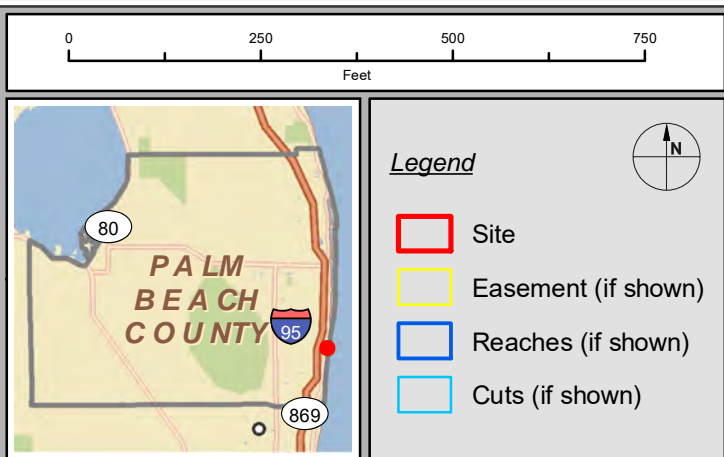


| Site | PB-BB |
|----------------------|------------------------|
| Common Name | Boynton Inlet |
| County/City | Palm Beach/Ocean Ridge |
| Geographic Proximity | South of Boynton Inlet |
| Acquisition Dates | |
| Status | |
| Year Constructed | |
| Reach/Cuts | |
| Site Acres | 9.35 |
| R Monument Range | R-153 to R-157 |
| Design Capacity (cy) | |



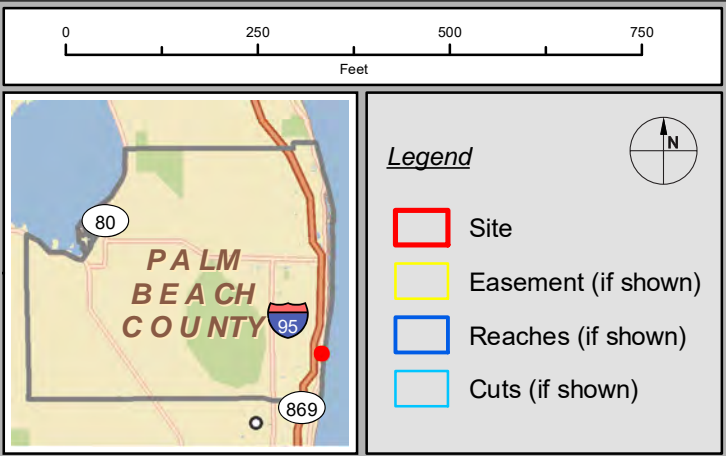


| Site | MSA 645D |
|----------------------|----------------------------|
| Common Name | Delray Site; East of ICW |
| County/City | Palm Beach/Delray Beach |
| Geographic Proximity | South of George Bush Blvd. |
| Acquisition Dates | 1945 |
| Status | Not constructed: no plans |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / N/A |
| Site Acres | 5 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



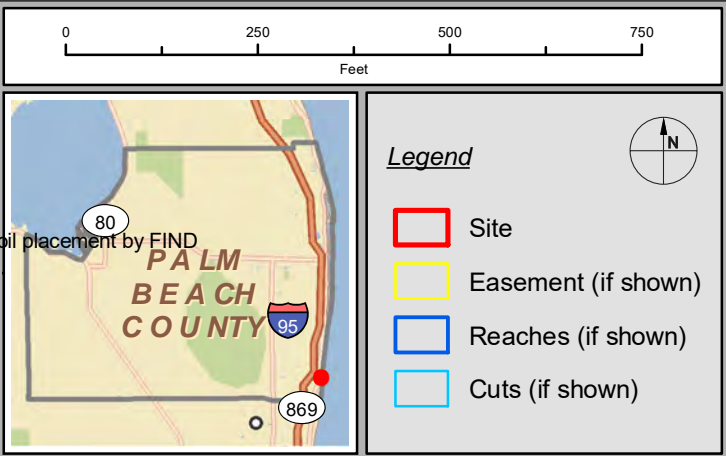


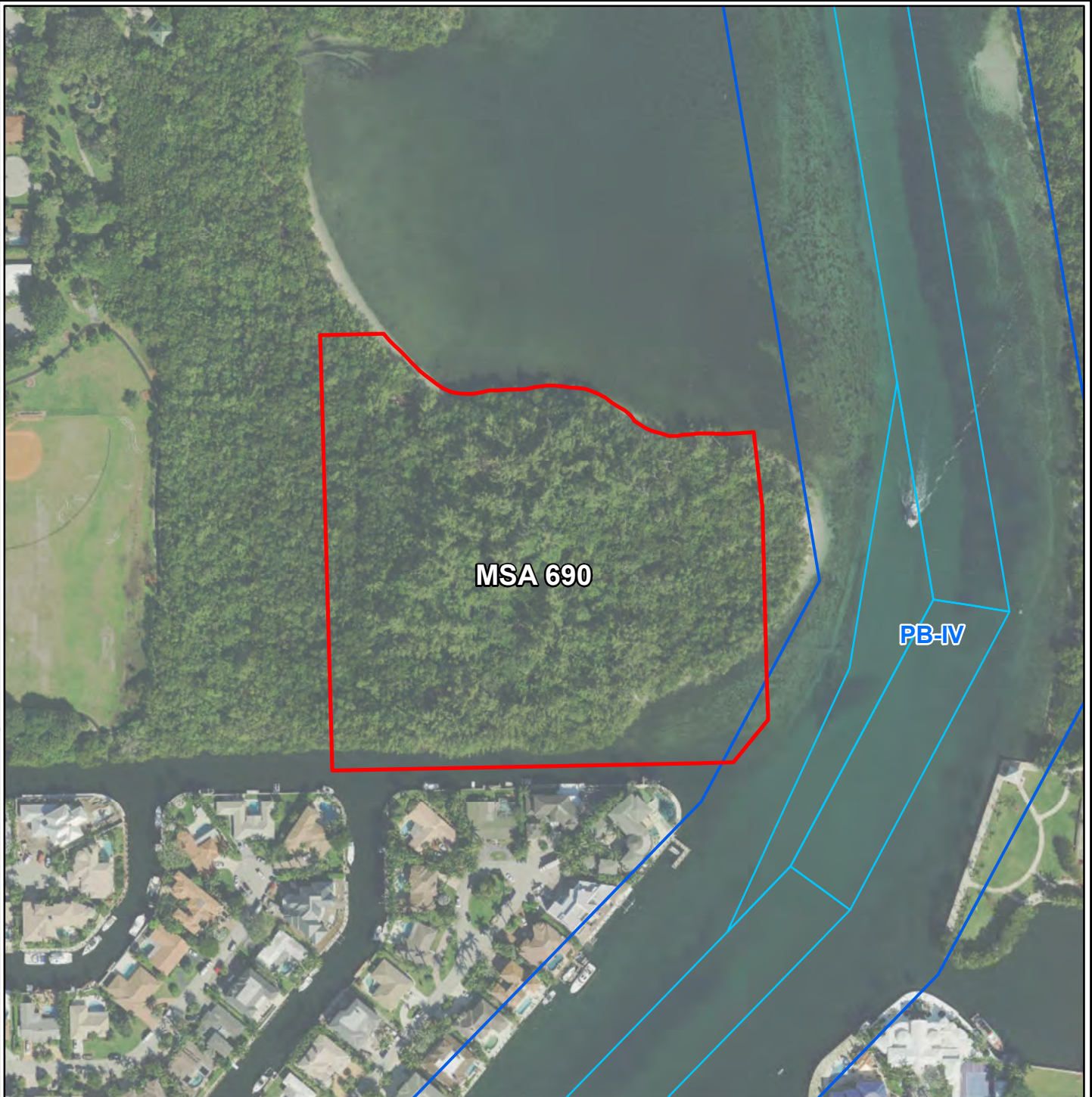
| Site | MSA 650 |
|----------------------|--------------------------------------|
| Common Name | Boca Boat Ramp |
| County/City | Palm Beach/Delray Beach |
| Geographic Proximity | North of Linton Blvd. |
| Acquisition Dates | UNK |
| Status | Not constructed; leased as boat ramp |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / N/A |
| Site Acres | 4.2 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



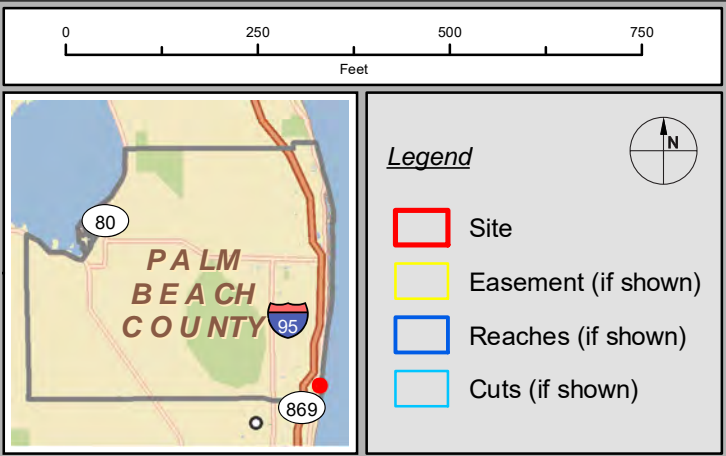


| Site | MSA 684A |
|----------------------|---|
| Common Name | Spanish River Park |
| County/City | Palm Beach/Boca Raton |
| Geographic Proximity | South of Spanish River Blvd. |
| Acquisition Dates | 1/25/1977 |
| Status | Owned by City of Boca Raton; easement for spoil placement by FIND |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / P-51 to P-91 |
| Site Acres | 20.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |





| Site | MSA 690 |
|----------------------|---|
| Common Name | Lake Wyman |
| County/City | Palm Beach/Boca Raton |
| Geographic Proximity | South end of Lake Wyman |
| Acquisition Dates | 8/4/1937 |
| Status | Not constructed; leased as passive park |
| Year Constructed | N/A |
| Reach/Cuts | PB-IV / N/A |
| Site Acres | 11.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 0 |



Economic Benefits of the District Waterways

PALM BEACH COUNTY



Resident Boaters
Waterway Tourists
Elite Yacht Services
and Dredging

**TOTAL ANNUAL
Economic Output
\$874 Million**



**Boater Annual Spending Impacts
\$612 Million**

TAX IMPACTS



State & Local Tax Impacts

\$57.7 Million

Federal Tax Impacts

\$77.2 Million

**OVERALL
\$135 Million
TAX IMPACTS**

By Boaters,
Waterway Tourists,
Elite Yacht Services
& Dredging

TOTAL

Estimated Benefits from Tourists:

\$254 Million



COMMERCIAL FISHING TOTAL SPENDING

\$3,921,590

\$1.2M King Mackerel

Top Species Landed by Value

Top Species Landed by Pounds

536k lbs Spanish Mackerel

**FOR LESS THAN
\$1M SPENT
On Maintenance
Yearly**

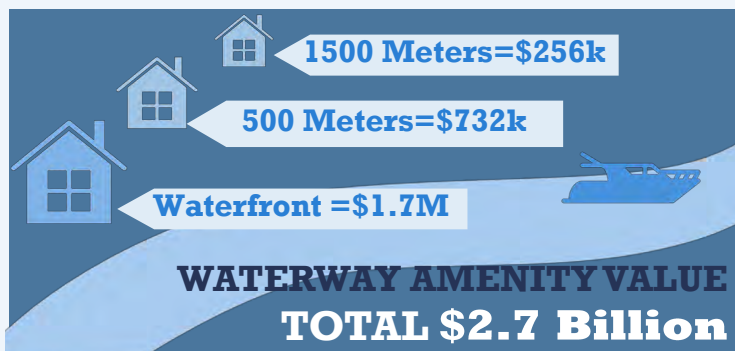
**\$300M
Annual
Benefit**

**ELITE YACHT SERVICES & DREDGING
TOTAL SPENDING \$55.5M**

**That would be lost without waterway
maintenance as well as a loss of over
4,200 jobs**

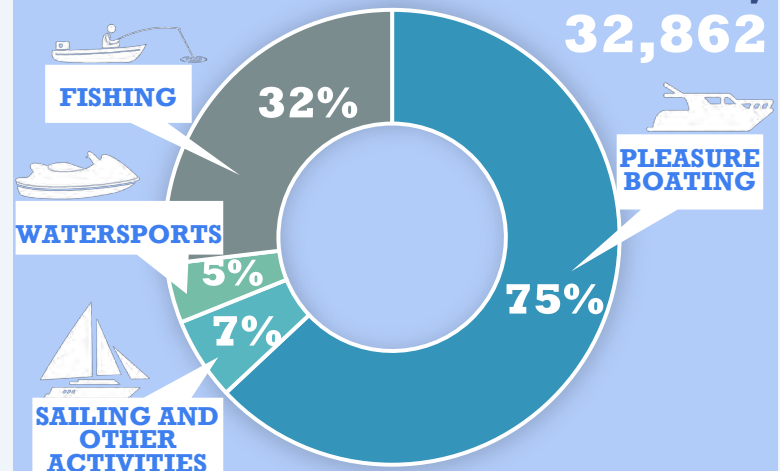
684,000 Out-of-State Waterway Users

50,000 In-State Waterway Users



**TOTAL
Number of Jobs
8,229**

**TOTAL
Recreational Boaters in Palm Beach County
32,862**



Economic Benefits of the District Waterways

PALM BEACH COUNTY



Within **Palm Beach County**, The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Atlantic Intracoastal Waterway and the Okeechobee Waterway (collectively, the Waterways). Nearly \$7 million has been invested in Palm Beach Waterways in the past 12 years, and another \$12 million is anticipated in the next five years. These investments and the Waterways themselves generate significant economic impact throughout the twelve-county region and beyond. The District's Waterways are defined as all navigable waterways within the District's boundaries including the Intracoastal Waterway and all waterways that are physically connected to it.

The continued investments and ongoing operations benefit the public, marine businesses and recreational users, the twelve member counties, and other government agencies. To estimate total benefits, a series of impacts were evaluated:

1. Direct spending by recreational boaters and their effects on local businesses and wage creation
2. Direct spending by tourists, both Floridians and out-of-state visitors
3. Proximity effects of the Waterways on real estate
4. Direct spending in "hidden sectors" which are generated by specialty service providers and not captured through recreational boaters or property impacts, and
5. Commercial Fishing.

The indirect and induced economic impacts generated from each of the direct spending effects were estimated using IMPLAN, an econometric modelling application that generates regional economic impact multipliers. The estimates find that value added impacts exceed \$576 million annually, and labor income impacts exceed \$300 million annually. **Table 1** provides a breakdown. In addition to annual impacts, property values enjoy an estimated \$2.7 billion in premium due to the waterways.

Table 1. Estimated Economic Impacts of District Waterways in Palm Beach County

| Impact Type | Employment | Output (millions \$) | Labor Income (millions \$) | Value Added (millions \$) |
|---|--------------|----------------------|----------------------------|---------------------------|
| Local recreational boaters | 5,530 | \$594.5 | \$200.9 | \$394.4 |
| Local registered boaters, non-Florida residents | 156 | \$17.6 | \$5.6 | \$11.7 |
| Floridian Tourists | 324 | \$32.7 | \$11.9 | \$21.6 |
| Out-of-state Tourists | 1,966 | \$193.0 | \$73.1 | \$127.3 |
| Specialized Sectors: Elite Yacht Services, Dredging | 253 | \$35.8 | \$16.5 | \$21.7 |
| Total Annual Impacts | 8,229 | \$873.7 | \$308.1 | \$576.7 |

The economic impact of The District's navigation projects in Palm Beach County has been estimated as of December 2016. Benefits of the District's ongoing maintenance programs, as well as two alternative scenarios, were prepared.

Under the first maintenance scheme, reduced maintenance, the economic impacts of the District's investments are substantially smaller. Analysis finds that reducing the maintenance regime to a three foot draft would cost \$466 million in total impacts annually. This compares to annual maintenance costs of less than \$1 million annually.

Under the second maintenance scheme, increased maintenance, improving the maintenance through full implementation of the District's Dredge Material Management Plan is estimated to result in an increase of about 14% in spending for the small but important number of very large boats. This category of boats generate more than \$300,000 daily in local revenues, translating to a \$25 million in higher annual impacts under the full maintenance scenario.

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|--|---------------|-----------------------------|----------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Anchorage Park Improvements | PB-NPB-08-131 | Village Of North Palm Beach | \$200,000.00 | \$700,000 |
| Anchorage Park, Part 2 (WITHDRAWN) | PB-NPB-18-202 | Village of North Palm Beach | \$300,000.00 | \$600,000 |
| Australian Dock Repl. & Expansion - Phase I I | PB-PB-97-56 | Town Of Palm Beach | \$382,000.00 | \$1,959,482 |
| Australian Dock Replacement & Expansion | PB-PB-96-47 | Town Of Palm Beach | \$21,000.00 | \$105,000 |
| Belle Glade Marina Seawall Construct.(GRANT CANCELLED) | PB-BG-87-2 | City of Belle Glade | \$0.00 | |
| Belle Glade Marina Wharf Repairs (GRANT CANCELLED) | PB-BG-87-1 | City of Belle Glade | \$0.00 | |
| Bert Winters Boat Ramp | PB-89-5 | Palm Beach County | \$71,500.00 | \$143,000 |
| Bert Winters Boat Ramp - Phase I (Expired) | PB-11-152 | Palm Beach County | \$90,000.00 | \$180,000 |
| Bert Winters Park - Phase IIA | PB-15-188 | Palm Beach County | \$1,000,000.00 | \$2,000,000 |
| Bert Winters Park Acquisition | PB-13-169 | Palm Beach County | \$250,000.00 | \$1,000,000 |
| Bert Winters Park-Planning, PH 1B | PB-19-206 | Palm Beach County Parks | \$125,000.00 | \$250,000 |
| Bicentennial Park | PB-LA-92-25 | Town of Lantana | \$57,000.00 | \$114,000 |
| Bicentennial Park Boardwalk & Fishing Pier (Expired) | PB-RB-99-78 | City Of Riviera Beach | \$41,945.00 | \$83,890 |
| Bicentennial Park Improvements - Phase I | PB-RB-12-165 | City Of Riveria Beach | \$50,000.00 | \$100,000 |
| Boat Club Park Channel Maintenance Dredging | PB-BB-91-14 | City of Boynton Beach | \$80,000.00 | \$80,000 |
| Boat Club Park Fishing/ Viewing Pier | PB-BB-03-105 | City Of Boynton Beach | \$22,430.00 | \$44,860 |
| Boat Club Park Navigation Channel Dredging | PB-BB-00-84 | City Of Boynton Beach | \$22,500.00 | \$25,000 |
| Boat Club Park Navigation Channel Dredging | PB-BB-02-97 | City Of Boynton Beach | \$18,000.00 | \$40,000 |
| Boat Ramp Park Expansion - Phase I (Expired) | PB-SB-02-103 | City Of South Bay | \$76,000.00 | \$152,000 |
| Boat Ramp Parking Improvement - Belle Glade Marina | PB-BG-92-22 | City of Belle Glade | \$32,500.00 | \$65,000 |
| Boating Safety | PB-BR-96-48 | City Of Boca Raton | \$32,000.00 | \$56,573 |
| Boca Raton Fire Rescue Boat | PB-BR-03-104 | City Of Boca Raton | \$37,502.00 | \$75,004 |
| Boca Raton Inlet Dredging Equipment | PB-BR-12-160 | City Of Boca Raton | \$109,050.00 | \$218,100 |
| Boca Raton Inlet Dredging Equipment | PB-BR-98-67 | City Of Boca Raton | \$240,000.00 | \$546,000 |
| Boca Raton Inlet Navigation Maintenance Program | PB-BR-00-82 | City Of Boca Raton | \$100,000.00 | \$200,000 |
| Boca Raton Inlet New Dredge Purchase | PB-BR-18-198 | City of Boca Raton | \$60,000.00 | \$1,200,000 |
| Boynton Beach Downtown Mangrove Park | PB-BB-94-36 | City Of Boynton Beach | \$195,000.00 | \$898,234 |
| Bridge Park Plaza | PB-JU-03-106 | Town Of Jupiter | \$246,250.00 | \$492,500 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|---------------------------------------|----------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Bryant Park Boat Ramp Imp. & Bulkhead Repairs - Phase I | PB-LW-95-39 | City Of Lake Worth | \$13,000.00 | \$26,000 |
| Bryant Park Boat Ramp Improvements - Phase I I | PB-LW-96-42 | City Of Lake Worth | \$180,000.00 | \$360,000 |
| Bryant Park Seawall Restoration - Phase A | PB-LW-07-125 | City Of Lake Worth | \$802,007.00 | \$1,604,014 |
| Bryant Park Wetland Restoration & Boat Ramp Facility | PB-11-153 | Palm Beach County | \$255,000.00 | \$625,000 |
| Burt Reynolds Park - Phase I I | PB-06-121 | Palm Beach County | \$806,750.00 | \$2,413,500 |
| Burt Reynolds Park - West Side Design - Phase I | PB-12-162 | Palm Beach County | \$50,000.00 | \$100,000 |
| Burt Reynolds Park Boat Ramp & Parking | PB-93-28 | Palm Beach Board Of Commissioners | \$116,500.00 | \$400,000 |
| Burt Reynolds Park Boat Ramp Construction & Improvement | PB-94-33 | Palm Beach County Board Commissioners | \$135,234.00 | \$270,468 |
| Burt Reynolds Park Boat Ramp Design | PB-92-19 | Palm Beach County | \$15,000.00 | \$30,000 |
| Burt Reynolds Park Development - Phase A | PB-04-110 | Palm Beach County | \$400,000.00 | \$1,000,000 |
| Burt Reynolds Park Staging Dock Extension | PB-10-146 | Palm Beach County | \$75,000.00 | \$150,000 |
| Burt Reynolds Park West Side Redevelopment | PB-14-180 | Palm Beach County | \$750,000.00 | \$1,500,000 |
| Burt Reynolds Park Westside Ph IIB (WITHDRAWN) | PB-15-189 | Palm Beach County | \$200,000.00 | \$400,000 |
| C.D. R.O.M. & Web Site For Lake Worth Lagoon | PB-97-54 | Palm Beach County | \$70,000.00 | \$92,000 |
| Campground Sewer Upgrade and Observation Tower | PB-BG-16-188 | City of Belle Glade | \$425,000.00 | \$850,000 |
| City Commons & Waterfront Park - Phase V | PB-WPB-08-134 | City Of West Palm Beach | \$1,000,000.00 | \$2,000,000 |
| City Commons & Waterfront Project - Phase V-2 | PB-WPB-09-142 | City Of West Palm Beach | \$150,000.00 | \$300,000 |
| City Commons Kayak/ Paddle Boat Launch - Phase I | PB-WPB-10-151 | City Of West Palm Beach | \$30,000.00 | \$60,000 |
| Currie Park - Phase I I | PB-WPB-90-10 | City of West Palm Beach | \$100,000.00 | \$230,000 |
| Currie Park Boat Access Improvement - Phase I (Expired) | PB-WPB-12-167 | City Of West Palm Beach | \$25,000.00 | \$50,000 |
| Currie Park Boat Access, PH II | PB-WPB-16-190 | City of West Palm Beach | \$428,000.00 | \$856,000 |
| Currie Park Boat Launching & Bulkhead Improvements | PB-WPB-00-92 | City Of West Palm Beach | \$125,000.00 | \$255,000 |
| Currie Park Boating Improvement | PB-WPB-09-143 | City Of West Palm Beach | \$233,800.00 | \$467,600 |
| Currie Park Fishing Piers Improvement Project | PB-WPB-12-168 | City Of West Palm Beach | \$394,000.00 | \$788,000 |
| Currie Park Improvements - Phase I | PB-WPB-89-6 | City of West Palm Beach | \$91,750.00 | \$400,000 |
| Delray Beach Marina Improvements | PB-DR-88-3 | City of Delray Beach | \$75,000.00 | \$150,000 |
| Delray Intracoastal Park (M.S.A. 650) | PB-DB-06-117 | City Of Delray Beach | \$688,420.00 | \$1,376,840 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|----------------------------------|--------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Docks For Environmental Education Project | PB-PPB-97-59 | Port Of Palm Beach | \$69,521.00 | \$77,246 |
| Docks For Environmental Education Project | PB-WPB-97-61 | City Of West Palm Beach | \$135,882.00 | \$150,980 |
| Downtown Waterfront Park (Project Expired) | PB-WPB-95-40 | City Of West Palm Beach | \$37,500.00 | \$75,000 |
| DuBois Park - Phase I | PB-05-114 | Palm Beach County | \$61,854.00 | \$250,000 |
| Dubois Park Marina & Shoreline Stabilization | PB-09-140 | Palm Beach County | \$987,000.00 | \$2,587,975 |
| Dubois Park Marina Shoreline Stabilization - Phase I | PB-93-29 | Palm Beach County | \$96,687.00 | \$222,380 |
| Dubois Park Restoration - Phase I | PB-90-7 | Palm Beach County | \$15,000.00 | \$30,000 |
| El Rio Canal Dredging | PB-BR-99-77 | City Of Boca Raton | \$23,052.00 | \$92,200 |
| Environmental Boating Education Program | PB-JB-91-15 | Town of Juno Beach | \$19,000.00 | \$19,000 |
| Exotic Vegetation Removal & Env. Restoration | PB-99-74 | Palm Beach County | \$5,250.00 | \$10,500 |
| Fullerton Island Restoration Project | PB-12-163 | Palm Beach County | \$794,030.00 | \$2,532,710 |
| Habitat Enhancement Along Lake Worth Golf Course | PB-98-63 | Palm Beach County | \$15,000.00 | \$30,000 |
| Highland Beach Mangroves Shoreline Restoration | PB-13-170 | Palm Beach County | \$258,037.00 | \$516,075 |
| Hillsboro Canal Dredging - Phase II | PB-BR-15-187 | City of Boca Raton | \$412,500.00 | \$550,000 |
| Hillsboro Canal Maintenance Dredge Project - Phase I | PB-BR-13-176 | City Of Boca Raton | \$75,000.00 | \$100,000 |
| I.C.W. Tributary Channel Improvements - Ph I (Expired) | PB-SB-98-72 | City Of South Bay | \$15,000.00 | \$27,000 |
| Inflatable Rescue Boat Safety Program | PB-BR-00-83 | City Of Boca Raton | \$13,762.00 | \$18,350 |
| Inlet Navigation & Sand Transfer Project | PB-BR-97-57 | City Of Boca Raton | \$42,200.00 | \$404,487 |
| Inlet Park Construction - Phase I I & I I I | PB-PBS-05-115 | Town Of Palm Beach Shores | \$150,000.00 | \$300,000 |
| Inlet Village Marina | PB-JU-07-123 | Town Of Jupiter | \$200,000.00 | \$400,000 |
| Inshore Artificial Reef | PB-97-53 | Palm Beach County Board Of Comm. | \$50,000.00 | \$107,134 |
| Inshore Artificial Reef Project | PB-95-37 | Palm Beach County | \$73,687.00 | \$147,374 |
| Inshore Artificial Reef Project | PB-99-75 | Palm Beach County | \$30,000.00 | \$60,000 |
| Jaycee Park Environmental Education | PB-BB-09-136 | City Of Boynton Beach | \$77,045.00 | \$154,090 |
| John's Island Oyster Reef Project | PB-08-132 | Palm Beach County | \$200,000.00 | \$680,000 |
| John's Island Oyster Reef Project - Phase B | PB-11-154 | Palm Beach County | \$406,250.00 | \$812,500 |
| Juno Beach Boat Ramp Improvement | PB-92-18 | Palm Beach County | \$60,354.00 | \$120,708 |
| Juno Dunes Shoreline Restoration | PB-13-171 | Palm Beach County | \$280,725.00 | \$561,450 |
| Juno Park Improvements | PB-90-8 | Palm Beach County | \$12,500.00 | \$25,000 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|-----------------------------|--------------|--------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Jupiter Ridge Shoreline Restoration Project | PB-10-147 | Palm Beach County | \$500,000.00 | \$1,479,718 |
| Jupiter Riverwalk | PB-JU-02-99 | Town Of Jupiter | \$500,000.00 | \$1,002,589 |
| Jupiter Riverwalk - Phase I | PB-JU-99-81 | Town Of Jupiter | \$429,025.00 | \$1,255,050 |
| Jupiter Riverwalk & Public Docks at Marina (Withdrawn) | PB-JU-12-161 | Town Of Jupiter | \$780,939.00 | \$1,621,466 |
| Knowles Park Boat Ramp | PB-DB-97-58 | City Of Delray Beach | \$77,261.00 | \$154,522 |
| Lake Park Harbor Marina Breakwater-ph I I (Withdrawn) | PB-LP-09-138 | Town Of Lake Park | \$349,292.00 | \$698,585 |
| Lake Park Harbor Marina Breakwater-ph I I (Withdrawn) | PB-LP-13-174 | Town Of Lake Park | \$249,115.00 | \$498,230 |
| Lake Park Harbor Marina Breakwater-phase I (Withdrawn) | PB-LP-08-130 | Town Of Lake Park | \$62,254.00 | \$124,508 |
| Lake Park Harbor Marina Dock Retrofit (Withdrawn) | PB-LP-16-192 | Town of Lake Park | \$55,000.00 | \$110,000 |
| Lake Park Marina Revitalization - Phase I | PB-LP-98-73 | Town Of Lake Park | \$150,000.00 | \$360,000 |
| Lake Park Marina Revitalization - Phase I I | PB-LP-99-80 | Town Of Lake Park | \$584,000.00 | \$1,168,000 |
| Lake Park Marina Revitalization - Phase I I I | PB-LP-00-91 | Town Of Lake Park | \$542,000.00 | \$1,145,000 |
| Lake Park Marina Revitalization - Phase I V | PB-LP-01-93 | Town Of Lake Park | \$451,000.00 | \$902,000 |
| Lake Park Municipal Marina Basin & Maintenance Dredging | PB-LP-94-32 | Town Of Lake Park | \$67,803.00 | \$123,752 |
| Lake Shore Park Seawall Replacement | PB-LP-04-109 | Town Of Lake Park | \$187,500.00 | \$375,000 |
| Lake Shore Park Seawall Replacement | PB-LP-07-124 | Town Of Lake Park | \$205,000.00 | \$410,000 |
| Lake Worth Inlet Flood Shoal Dredging, PH I | PB-19-207 | Palm Beach County ERM | \$140,000.00 | \$280,000 |
| Lake Worth Inlet Sand Transfer Plant Renovation | PB-PB-09-139 | Town Of Palm Beach | \$300,000.00 | \$2,248,000 |
| Lake Worth Lagoon Artificial Reef At Kelsey Park | PB-03-107 | Palm Beach County | \$100,000.00 | \$200,000 |
| Lake Worth Wetlands Restoration Project | PB-02-101 | Palm Beach County | \$400,000.00 | \$13,968,377 |
| Lake Wyman and Rutherford Park, PH I | PB-BR-17-195 | City of Boca Raton | \$142,500.00 | \$320,000 |
| Lake Wyman Park Development | PB-BR-88-4 | City of Boca Raton | \$115,800.00 | \$231,600 |
| Lake Wyman Restoration Project (Expired) | PB-11-155 | Palm Beach County | \$372,868.00 | \$745,736 |
| Lakeside Park | PB-NPB-06-119 | Village Of North Palm Beach | \$150,000.00 | \$300,000 |
| Lakeside Park | PB-NPB-90-11 | Village of North Palm Beach | \$53,000.00 | \$106,000 |
| Land Acquisition - Boat Ramp Parking | PB-DB-00-86 | City Of Delray Beach | \$70,000.00 | \$140,000 |
| Lantana Nature Preserve | PB-LA-99-79 | Town Of Lantana | \$143,750.00 | \$495,000 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|---------------------------------------|----------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Light Harbor Boat Ramp (F.K.A. Moroso Wtwy Park) | PB-07-126 | Palm Beach County | \$987,000.00 | \$2,476,321 |
| Light Harbor Marina - Phase I (Project Expired) | PB-97-51 | Palm Beach County | \$80,000.00 | \$164,552 |
| Light Harbor Marina Construction (Project Expired) | PB-98-62 | Palm Beach County | \$500,000.00 | \$2,100,000 |
| Loxahatchee River Railroad Bridge Span Modification | PB-JID-19-205 | Jupiter Inlet District | \$1,250,000.00 | \$2,500,000 |
| Loxahatchee River Railroad Bridge Span Phase I | PB-JID-16-191 | Jupiter Inlet District | \$1,625,000.00 | \$3,240,000 |
| Make Our Waterways Safe (Withdrawn) | PB-JU-06-118 | Town Of Jupiter | \$30,000.00 | \$95,000 |
| Mangrove Nature Preserve | PB-BB-92-24 | City of Boynton Beach | \$15,250.00 | \$30,500 |
| Mangrove Park Boat Ramp Reconstruction | PB-DB-10-144 | City Of Delray Beach | \$85,740.00 | \$175,000 |
| Marina & Access Channel Dredging | PB-PA-02-100 | City Of Pahokee | \$250,000.00 | \$500,000 |
| Marine Reconstruction | PB-PA-05-113 | City Of Pahokee | \$500,000.00 | \$2,707,000 |
| Municipal Marina | PB-DB-00-87 | City Of Delray Beach | \$81,000.00 | \$402,000 |
| Municipal Marina Construction | PB-RB-10-150 | City Of Riviera Beach | \$850,000.00 | \$4,270,366 |
| Municipal Marina Construction | PB-RB-11-158 | City Of Riviera Beach | \$1,500,000.00 | \$3,000,000 |
| Municipal Marina Construction - Phase B | PB-RB-12-166 | City Of Riviera Beach | \$1,000,000.00 | \$2,000,000 |
| Municipal Marina Construction - Phase B1 | PB-RB-13-177 | City Of Riviera Beach | \$750,000.00 | \$4,341,396 |
| Municipal Marina Remediation - Phase I | PB-RB-09-141 | City Of Riviera Beach | \$475,000.00 | \$950,000 |
| Munyon Island Restoration - Phase I | PB-91-13 | Palm Beach County | \$100,000.00 | \$202,000 |
| Munyon Island Restoration - Phase I I | PB-92-20 | Palm Beach County | \$211,000.00 | \$442,000 |
| Munyon Island Wetland Restoration - Phase I I | PB-94-34 | Palm Beach County Board Commissioners | \$223,500.00 | \$1,170,083 |
| North Lake Park | PB-LA-13-175 | Town Of Lantana | \$104,000.00 | \$208,000 |
| North Marina Basin Dock & Boardwalk - Phase II | PB-BG-14-178 | City of Belle Glade | \$434,000.00 | \$1,130,513 |
| Ocean Inlet Design And Permitting (Withdrawn) | PB-13-172 | Palm Beach County | \$75,000.00 | \$150,000 |
| Ocean Inlet Marina Channel Dredging & Daymarking | PB-91-12 | Palm Beach County | \$60,000.00 | \$66,975 |
| Ocean Inlet Park Marina, PH I | PB-18-200 | Palm Beach County | \$200,000.00 | \$400,000 |
| Okeechobee Waterway & Inland Marina Channels | PB-BG-08-129 | City Of Belle Glade | \$480,500.00 | \$961,000 |
| Okeechobee Waterway & Navigation Channels | PB-BG-09-135 | City Of Belle Glade | \$328,770.00 | \$657,540 |
| Old Bridge Park Natural Area | PB-14-182 | Palm Beach County | \$251,875.00 | \$503,750 |
| P.B. Maritime Museum Dock Extension & Building | PB-WPB-98-69 | City Of West Palm Beach | \$137,550.00 | \$183,400 |
| P.B.S. Inlet Park Redevelopment - Phase I | PB-PBS-02-102 | Town Of Palm Beach Shores | \$25,000.00 | \$50,000 |
| Pahokee Marina and Park | PB-PA-91-16 | City of Pahokee | \$80,000.00 | \$195,000 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

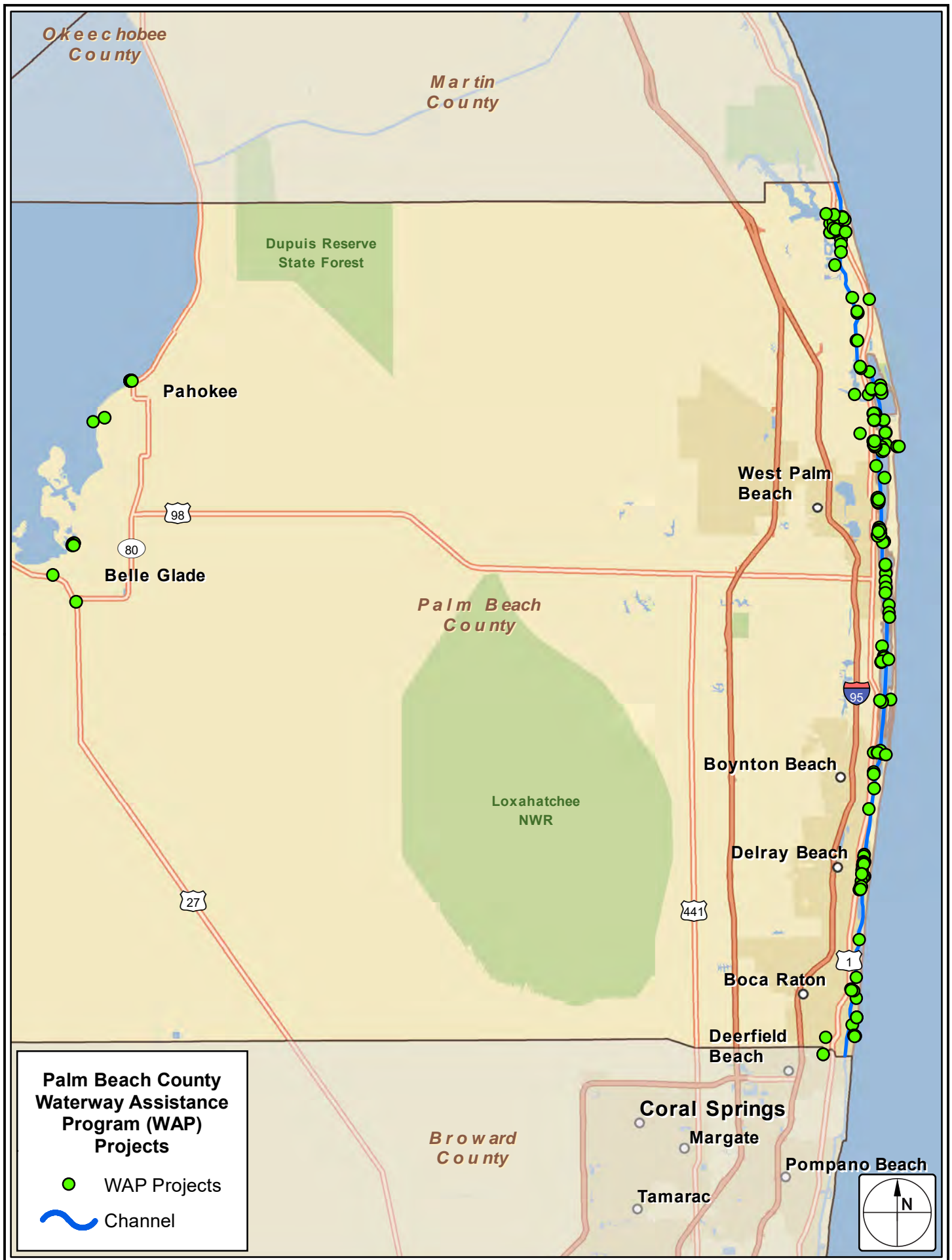
| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|--|----------------|-----------------------------|----------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Pahokee Marina Improvements | PB-PA-96-46 | City Of Pahokee | \$30,000.00 | \$60,000 |
| Pahokee Marina Improvements | PB-PA-98-65 | City Of Pahokee | \$98,950.00 | \$197,900 |
| Pahokee Marina/ Channel Dredging | PB-PA-04-112ER | City Of Pahokee | \$250,000.00 | \$350,000 |
| Palm Beach Maritime Museum Env. Education (Expired) | PB-RB-91-17 | City of Riviera Beach | \$45,000.00 | \$45,000 |
| Palm Beach Maritime Museum Environmental Educ. Program | PB-PPB-93-27 | Port Of Palm Beach | \$60,000.00 | \$60,000 |
| Palm Beach Seaport Aquarium - Phase I (Cancelled) | PB-RB-96-49 | City Of Riviera Beach | \$40,000.00 | \$140,000 |
| Pavilion Lake Piers and Dock | PB-BG-17-194 | City of Belle Glade | \$349,692.00 | \$699,384 |
| Pavilion Lake Ramp & Dredging - Phase I (Withdrawn) | PB-BG-14-179 | City of Belle Glade | \$32,500.00 | \$65,000 |
| Peanut Island Development - Phase 3 | PB-99-76 | Palm Beach County | \$97,500.00 | \$195,000 |
| Peanut Island Development - Phase I | PB-95-38 | Palm Beach County | \$456,216.00 | \$912,433 |
| Peanut Island Development - Phase I V | PB-00-90 | Palm Beach County | \$525,000.00 | \$6,344,431 |
| Peanut Island Erosion Control & Reef Project | PB-14-184 | Palm Beach County | \$166,800.00 | \$333,600 |
| Peanut Island Park - Phase 1 B & 2 A | PB-96-44 | Palm Beach County | \$399,050.00 | \$798,100 |
| Phil Foster Park - Phase I | PB-01-94 | Palm Beach County | \$100,000.00 | \$200,000 |
| Phil Foster Park Development - Phase I I I | PB-03-108 | Palm Beach County | \$720,000.00 | \$1,440,000 |
| Police Boat | PB-DB-00-85 | City Of Delray Beach | \$47,229.00 | \$62,974 |
| Preconstruction Work Munyon Island Boat Dock (Expired) | PB-98-64 | Palm Beach County | \$10,000.00 | \$20,000 |
| Public Marina Dredging | PB-PB-92-23 | Town of Palm Beach | \$200,000.00 | \$250,000 |
| Public Marina Wave Attenuator - Phase I (Expired) | PB-PA-11-157 | Town Of Pahokee | \$37,500.00 | \$75,000 |
| Red Reef Park Estuarine Enhancement | PB-96-45 | Palm Beach County | \$57,270.00 | \$114,540 |
| Renovation Of Fishing Pier @ 54th Street Park | PB-WPB-93-30 | City Of West Palm Beach | \$36,475.00 | \$72,950 |
| ph I | PB-BG-12-159 | City of Belle Glade | \$29,000.00 | \$58,000 |
| Riverwalk - Phase II | PB-JU-00-88 | Town Of Jupiter | \$500,000.00 | \$1,000,000 |
| Riverwalk At Harborside - Phase A | PB-JU-09-137 | Town Of Jupiter | \$827,505.00 | \$1,655,010 |
| Riverwalk At Harbourside - Phase B | PB-JU-10-145 | Town Of Jupiter | \$700,000.00 | \$1,400,000 |
| Riviera Beach City Marina Dock G and Lifts (2016-2020) | PB-RB-16-189 | City of Riviera Beach | \$1,157,500.00 | \$2,315,000 |
| Riviera Beach Marina Construction - Part B, Phase I | PB-RB-14-185 | City of Riviera Beach | \$75,000.00 | \$150,000 |
| Riviera Beach Marina Pier F | PB-RB-17-196 | City of Riviera Beach | \$1,200,000.00 | \$2,400,000 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|--|----------------|-------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Riviera Beach Municipal Marina Dredging | PB-RB-98-68 | City Of Riviera Beach | \$136,200.00 | \$152,000 |
| Riviera Beach Municipal Marina Final Docks, PH I | PB-RB-18-199 | City of Riviera Beach | \$325,000.00 | \$650,000 |
| Riviera Beach Municipal Marina, Pier E | PB-RB-19-203 | City of Riviera Beach | \$250,000.00 | \$500,000 |
| Riviera Beach Public Mooring Field, PH I | PB-RB-19-204 | City of Riviera Beach | \$75,000.00 | \$150,000 |
| Route 2 Channel Markers (Expired) | PB-PA-11-156 | Town Of Pahokee | \$20,850.00 | \$30,000 |
| S. Lake Worth Inlet Sand Trap & Boat Channel Dredging | PB-07-127 | Palm Beach County | \$233,220.00 | \$897,000 |
| S.V. Florida, The Ship For Kids (Project Expired) | PB-RB-96-50 | City Of Riviera Beach&living Classroom | \$194,700.00 | \$491,600 |
| Safe Waterways | PB-BB-98-71 | City Of Boynton Beach | \$51,670.00 | \$90,231 |
| Safe Waterways | PB-JU-96-43 | Jupiter Police Department | \$35,598.00 | \$60,858 |
| Seawall Parks | PB-DB-02-98 | City Of Delray Beach | \$20,000.00 | \$40,000 |
| Seawall Rehabilitation Project | PB-DB-94-35 | City Of Delray Beach | \$164,950.00 | \$408,900 |
| Ship For Kids | PB-01-95 | Palm Beach County | \$75,000.00 | \$150,000 |
| Shoreline Protection Program | PB-NPB-95-41 | Village Of North Palm Beach | \$370,500.00 | \$741,000 |
| Shoreline Protection Project - NPB Country Club | PB-NPB-92-21 | Village of North Palm Beach | \$24,400.00 | \$48,800 |
| Shoreline Stablization & Marina Dredging | PB-PA-06-120 | City Of Pahokee | \$425,000.00 | \$975,325 |
| Snook Islands Public Use Facilities | PB-08-133 | Palm Beach County | \$639,575.00 | \$1,279,150 |
| South Cove Restoration And Boardwalk | PB-10-148 | Palm Beach County | \$1,000,000.00 | \$4,388,000 |
| Spanish River Police Dockage Facility | PB-BR-02-96 | City Of Boca Raton | \$100,000.00 | \$200,000 |
| Sportsman's Park | PB-LA-93-31 | Town Of Lantana | \$152,875.00 | \$340,750 |
| Surveys For Munyon Island Restoration | PB-93-26 | Palm Beach County | \$21,704.00 | \$43,408 |
| Tequesta Marine Unit Project | PB-TE-16-193 | Village of Tequesta | \$60,000.00 | \$265,000 |
| Torry Island Reef Project | PB-14-183 | Palm Beach County | \$118,150.00 | \$236,300 |
| Town of P. Beach Town Docks Replacement | PB-PB-19-208 | Town of Palm Beach | \$3,062,000.00 | \$6,124,000 |
| Town of Palm Beach Docks Replacement, PH I | PB-PB-18-201 | Town of Palm Beach | \$325,000.00 | \$650,000 |
| Town Of Palm Beach Waterway - Phase I (Withdrawn) | PB-PB-12-164 | Town Of Palm Beach | \$40,000.00 | \$80,000 |
| Veterans Park - Phase I | PB-DB-90-9 | City of Delray Beach | \$157,500.00 | \$315,032 |
| Water Safety Program | PB-JU-00-89 | Town Of Jupiter | \$13,445.00 | \$17,926 |
| Waterfront Park - Phase I I | PB-WPB-05-116 | City Of West Palm Beach | \$1,000,000.00 | \$3,500,000 |

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
PALM BEACH COUNTY
1986-2020**

| PROJECTNAME | PROJECTNUM | PROJECTS SPONSER | GRANTAMOUNT | TOTALCOST |
|---|---------------|-----------------------------|---------------------|----------------------|
| Anchorage Park | PB-NPB-17-197 | Village of North Palm Beach | \$200,000.00 | \$400,000 |
| Waterway Park Design & Permitting - Phase I (Expired) | PB-10-149 | Palm Beach County | \$100,000.00 | \$428,711 |
| Waterway Park Development | PB-13-173 | Palm Beach County | \$1,420,396.00 | \$2,840,792 |
| Waterway Park Development - Phase IIB | PB-14-181 | Palm Beach County | \$1,254,604.00 | \$2,509,208 |
| Waterway Safety, Education & Enforcement | PB-97-52 | Palm Beach County | \$52,000.00 | \$61,400 |
| Waterways Boating Safety Programs And Equipment | PB-BR-98-66 | City Of Boca Raton | \$29,994.00 | \$54,994 |
| Waterways Patrol And Rescue Vessel | PB-NPB-98-70 | Village Of North Palm Beach | \$30,411.00 | \$44,078 |
| West Palm Beach Living Shorelines | PB-15-186 | Palm Beach County | \$391,175.00 | \$782,350 |
| West Palm Beach Waterfront Park - Phase I | PB-WPB-04-111 | City Of West Palm Beach | \$250,000.00 | \$750,000 |
| West Palm Beach Waterfront Park - Phase I I I | PB-WPB-06-122 | City Of West Palm Beach | \$1,000,000.00 | \$3,000,000 |
| West Palm Beach Waterfront Park - Phase I V | PB-WPB-07-128 | City Of West Palm Beach | \$1,000,000.00 | \$3,000,000 |
| Town of P. Beach Town Docks Replacement, Part II | PB-PB-20-209 | Town of Palm Beach | \$1,000,000 | \$32,968,000 |
| Ocean Inlet Park Marina, Phase II | PB-20-210 | Palm Beach County | \$1,500,000 | \$3,000,000 |
| Sawfish Island Restoration | PB-20-211 | Palm Beach County | \$701,700 | \$1,521,295 |
| Oyer Boat Club Park Improvements, Phase II | PB-BB-20-212 | City of Boynton Beach | \$600,000 | \$1,200,000 |
| Lake Wyman and Rutherford Park, Phase II | PB-BR-20-213 | City of Boca Raton | \$1,380,000 | \$4,451,900 |
| TOTALS: | | | \$64,230,070 | \$202,368,601 |





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**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
November 17, 2022**



1. WORK ACTIVITY: DMMA O-23 (Martin County)

CONTRACT AMOUNT: \$4,174,500.00

DESCRIPTION OF WORK: Development of Plans and Specifications and Construction of DMMA O-23. DMMA will utilize the same weir system as O-7 and will have a 240k cy capacity. 100% of the funds for construction will be contributed funds from FIND.

SCHEDULE:

- | | |
|-------------------------------|------------------------------------|
| • Complete draft P&S | 9 April 2020A |
| • NEPA/ERP complete | 20 April 2021A |
| • BCOE Certification complete | 20 April 2021A |
| • Re Advertised | 20 July 2021 A |
| • Open Bids | 19 Aug 2021A |
| • Award | 17 Sept 2021A |
| • Construction Complete | 17 DEC 2022 15 Jan 2023 |

FIND WORK ORDER: FIND work order for construction was approved at the Sept 2020 FIND Board meeting.

NAME OF CONTRACTOR: Contract was awarded on 17 Sept 2021 to Dickerson Florida, Inc out of Fort Pierce, Fl in the amount of \$4,173,500.00.

STATUS: Clearing and grubbing has been completed. Work on the dike lifts is at approximately 57%, demolition of existing structures is at approximately 98%, and earthwork for pond 4 is complete while pond 3 is 33% complete. Issued two contract modifications to relocate a fence and to adjust structures within the Martin Business Park ponds. Real estate certification at the Business Park has been extended through 30 JUN 2023 to ensure key activities (business Park and Pond 4) can complete without interruption.



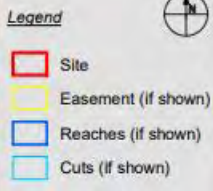
ACTION: Information Only. No action by the Board is required.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting November 17, 2022



| Site | O-23 |  | |
|----------------------|--|---|--|
| Common Name | Jensen Beach Site |  | |
| County/City | Martin/Unincorporated | | |
| Geographic Proximity | Off Savannah Road | | |
| Acquisition Dates | 8/30/2001, 5/13/2002 | | |
| Status | Permitting and Design *Clearing and Grubbing | | |
| Year Constructed | ** 2022 | | |
| Reach/Cuts | OWW-II / 5 to 9 | | |
| Site Acres | 31.2 |  | |
| Basin Acres | 22.54 * ORIGINAL DESIGN | | |
| Design Capacity (cy) | 247,902 ** ORIGINAL DESIGN | | |



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**IWW STATUS
UPDATE
FIND Board of
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DMMA O23 Progress Photos:





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**IWW STATUS
UPDATE
FIND Board of
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2. WORK ACTIVITY: IWW Palm Valley North Reach (St. Johns County)

CONTRACT AMOUNT: \$7,809,245.00

DESCRIPTION OF WORK: Maintenance dredging of the IWW Palm Valley North Reach in St. Johns County. There is approximately 640k cy of material within the reach. Dredge material will be placed in DMMA DU-9.

SCHEDULE:

- | | |
|----------------------|-----------------|
| • Complete draft P&S | 1 June 2021A |
| • Advertise | 16 June 2021A |
| • Receive Bids | 23 July 2021A |
| • Award | 20 August 2021A |
| • Dredging complete | 30 Sept 2022A |

FIND WORK ORDER: FIND work order was approved at the May 2021 Board meeting and funds have been received. The project is a combination of Federal and FIND funds.

NAME OF CONTRACTOR: Contract was awarded to Ahtna Marine & Construction Company, out of Pompano Beach, FL in the amount of \$7,809,245.00.

STATUS: Maintenance dredging is complete. Contractor removed approximately 640,000 CY of material from the channel and demobilized all equipment. Completing contract close out.

ACTION: Informational, no action is required by the Board.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting November 17, 2022





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**IWW STATUS
UPDATE
FIND Board of
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November 17, 2022**



3. WORK ACTIVITY: IWW Palm Valley South Reach (St. Johns County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Maintenance dredging of the IWW Palm Valley South Reach in St. Johns County. There is approximately 250k cy of material within the reach. Dredge material will be placed in DMMA SJ-14.

SCHEDULE (DRAFT):

- | | |
|-------------------------------|-----------------------------------|
| • Complete draft P&S | 31 March 2022A |
| • BCOE Certification complete | 30 Sep 22 |
| • Advertise | 22 Jul 22 |
| • Award | 30 Sep 22 13 Dec 22 |
| • Construction Complete | 2 March 2023 16 Jan 23 |

FIND WORK ORDER: FIND work order was approved at the May 2022 Board meeting and funds have been received. The project is a combination of Federal and FIND funds.

NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off for Palm Valley South Reach on 10 Nov 2021. Based on the last survey, there appears to be approximately 210k cy of material located within the waterway (12'+2). The dredge area will begin at the Palm Valley Bridge (SJ8) and continue south to the St. Augustine Reach (SJ15) with placement in SJ-14, located in St. Johns County in Nocatee adjacent to Davis Park. FIND has a contract to offload SJ14 and also perform weir repairs with work being completed prior to a USACE contract award in September. The contract went out for bid on 22 Jul 2022 but bid opening has been delayed allowing time for pipeline repairs at DMMA SJ-14.

Issues have led to the proposed schedule slip to the right:

- a. Pipeline Repair at SJ14: The buried outfall pipeline inspection at DMMA SJ-14 found an anomaly in the pipe that requires repair before the project can proceed. FIND received a repair proposal that exceeds the boards approval amount. FIND is requesting board approval the increase.

ACTION: Information only. No action required by the board.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting November 17, 2022





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4. WORK ACTIVITY: IWW Volusia (Volusia County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Maintenance dredging of the IWW Volusia Reach. Anticipate 300k-400k cy of material to be dredged out of the federal channel. Dredge material will be placed in the nearshore disposal area located north of the Ponce Inlet. This effort will be consolidated with Ponce Inlet O&M dredging as was done in the 2017/2018 event.

SCHEDULE (DRAFT):

- | | |
|----------------------|------------|
| • P&S Kick off | 27 Apr 22A |
| • BCOE Certification | 15 Feb 23 |
| • Advertise | 15 Mar 23 |
| • Award | 09 May 23 |
| • NTP | 30 May 23 |

FIND WORK ORDER: TBD. PM has coordinated with FIND staff regarding consolidating with the Ponce Inlet O&M event. By doing this we will save significant funding associated with mobilization. Anticipate a work order to the Board in Dec 22.

STATUS: P&S kicked off on 27 Apr 22. Efforts are underway to modify the existing Ponce Inlet O&M dredging permit to add dredging of the IWW. Currently responding to DEP RAIs for the major modification. Scope has expanded to include dredging additional cuts V-36 to V-40 which accounts for additional 144k cy. Team is collecting additional borings for the expanded area. Placement will be in the nearshore disposal area located south of Ponce Inlet. In addition to Ponce Inlet, there will also be a small component for the Coast Guard included within the procurement.

ACTION: Informational, no action is required by the Board.



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5. WORK ACTIVITY: AIWW Sawpit Reach (Nassau County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: USACE received \$5M in infrastructure funding for the AIWW Sawpit. Project will include maintenance dredging of the AIWW Sawpit Reach in Nassau County. We anticipate 400k-600k cy of material within the federal channel. 95% of the material will be placed on the beach at the State Park, with the remaining 5% being placed upland in DU-2.

SCHEDULE (DRAFT):

- | | |
|----------------------|------------|
| • Kick off P&S | 26 Apr 22A |
| • BCOE Certification | 30 Jun 23 |
| • Advertise | 18 Jul 23 |
| • Award | 25 Sep 23 |

FIND WORK ORDER: TBD – anticipate a combination of Fed funding and FIND contributed funds depending on the size of the contract. If required a work order will be presented to the Board in Oct 22.

NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off on 26 Apr 22 but were paused for SAJ to accelerate the P&S for Fernandina Harbor to address critical shoaling and draft restrictions there. Real Estate has begun coordination with FDEP Parks regarding the Use Agreement between FIND, USACE and the State Park for placement on their beach. Contract will include the Sawpit Reach and ALSO the new advanced maintenance area. The advanced maintenance request was approved by SAD on 9 Aug 22. This advance maintenance will become part of the “normal” dredging area for Sawpit. Engineering is currently coordinating with Olsen Engineering on their post construction survey of the beach to verify there is capacity at the beach placement area since Nassau County recently completed a project using the same disposal.

ACTION: Informational, no action is required by the Board.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting November 17, 2022





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6. MISCELLANEOUS:

A. Establish FIND as the local sponsor for Martin and Palm Beach Counties along the OWW.

USACE OC has met with SFWMD OC regarding the path forward to make FIND the local sponsor for Martin and Palm Beach Counties along the OWW.

Background: In 2005 Florida legislature amended Section 374.984, Florida Statutes to assign responsibility and authority to FIND for the portion of the OWW located in Martin and Palm Beach Counties (link to the full statute:)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0374/Sections/0374.984.html.

Section 374.984 falls under Part II of Chapter 374, where Part II is “Florida Inland Navigation District Law”. Paragraph 6.h. of Section 374.984 states, “(h) The district is designated the local interest sponsor for the sole purpose of maintaining navigability of that portion of the Okeechobee Waterway located in Martin and Palm Beach Counties.”

Next step:

1. SFWMD will submit a letter to SAJ recognizing the Florida law that designates FIND as responsible for maintaining navigability of that portion of the OWW and requesting the termination of its responsibilities as non-federal sponsor (NFS) of the portion, with a copy furnished to FIND. - **DONE**

2. In parallel with SFWMD’s letter, FIND will submit a letter to SAJ requesting to be the NFS for the portion of the OWW within Martin and Palm Beach Counties, with a copy furnished to the SFWMD. - **DONE**

3. SAJ will draft an agreement for FIND to assume O&M responsibilities for the portion of the OWW within Martin and Palm Beach Counties. – **ONGOING**

-SAJ can prioritize executing a Contributed Funds Agreement (CFA) while drafting the Project Partnership Agreement (PPA). FIND as requested to prioritize the CFA. – **ONGOING.**

4. After execution of the PPA, SAJ will send a letter to SFWMD acknowledging the termination of its role as a NFS for the specified portion of the OWW and clarifying the SFWMD’s continued role as NFS for the remaining portion of the OWW, with a copy furnished to FIND.

5. The next item needed is a contributed funds agreement for the OWW. The contributed funds agreement unfortunately will not be of the magnitude of the IWW/AIWW one in that the new model only allows for a smaller duration and funding limit. For example, effort should be made for the maximum agreement duration, likely a 7-10 year contributed funds agreement with specific



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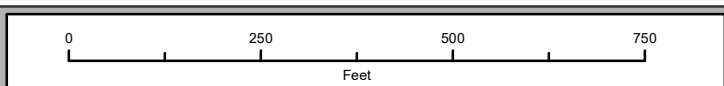
areas outlined (as compared to the existing IWW/AIWW agreement that is a 50-year agreement with no maximum contribution or specific reaches listed).

B. Upcoming efforts:

- a. IWW Matanzas: plan is to move forward with P&S and procurement in January of 2023. with FY23 PBud funding. FDEP permit is valid as well as all environmental investigations and geotechnical investigations. Extensive coordination will be needed between the USACE and the County given the conditions at Summerhaven.



| Site | MSA FO-617C |
|----------------------|------------------------------------|
| Common Name | Juno Isles |
| County/City | Palm Beach/Unincorporated |
| Geographic Proximity | Juno Beach |
| Acquisition Dates | 10/1941; 11/13/1996 |
| Status | Not constructed; partially cleared |
| Year Constructed | N/A |
| Reach/Cuts | PB-II / P-15 to P-32 |
| Site Acres | 14.1 |
| Basin Acres | N/A |
| Design Capacity (cy) | 83,032 |



Legend

- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)



Mark Crosley

From: Lee Heaton <lee@heatoncompanies.com>
Sent: Monday, November 8, 2021 6:34 AM
To: Mark Crosley
Cc: Glenn Scambler
Subject: Re: MSA 617-C
Attachments: Title Policy .pdf; ATT00001.htm; heaton-companies-logo-email.png; ATT00002.htm

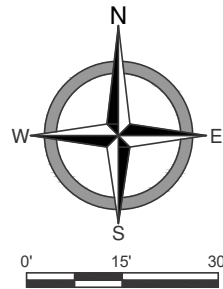
Good morning Mark, I apologize for the late reply.

It was very nice meeting you as well and thank you for sharing the plans for your property.

As for your idea to swap/exchange the our properties, I also think that this would be beneficial for both of us. If your office is going to order the survey and appraisal, please know that I am happy to pay for these items. I am also happy to order and coordinate the appraisal. I only suggested that your surveyor come back out as they were recently on the property and familiar with it. I could meet them there and show them (may be helpful), I think they would only have to mark two new spots. I look forward to working with you to get this accomplished!

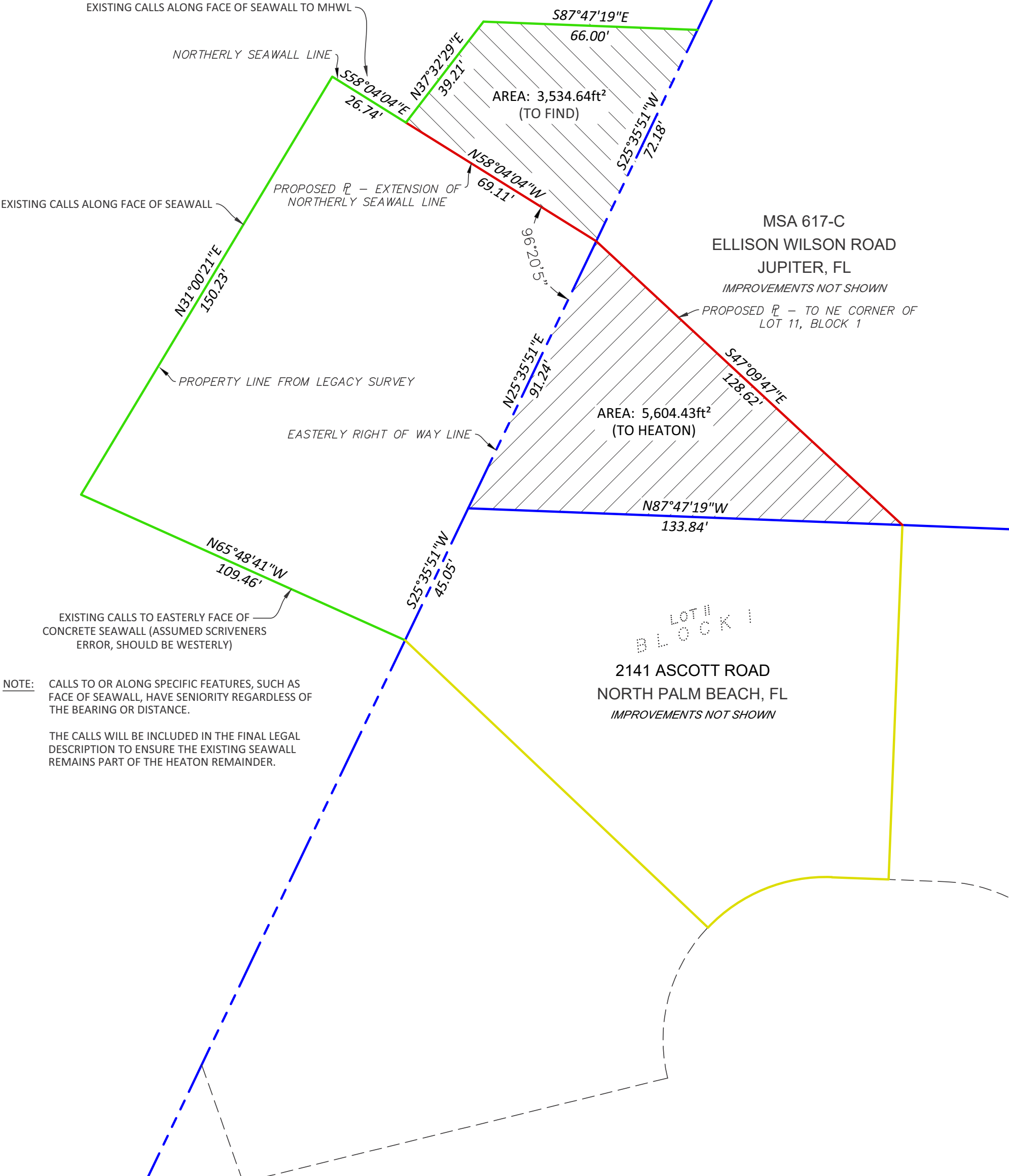
I have attached a recent title report for our property as requested. This was done as we wanted to transfer title back to my wife and I from our company. If there is anything else you may need from me in regards to our property, please let me know and I will make sure to get it to you.

Thanks again Mark!



HORIZONTAL SCALE: 1" = 30'

DRAFT EXHIBIT
-- NOT A SURVEY --



NOTE: CALLS TO OR ALONG SPECIFIC FEATURES, SUCH AS FACE OF SEAWALL, HAVE SENIORITY REGARDLESS OF THE BEARING OR DISTANCE.

THE CALLS WILL BE INCLUDED IN THE FINAL LEGAL DESCRIPTION TO ENSURE THE EXISTING SEAWALL REMAINS PART OF THE HEATON REMAINDER.

MSA 617-C
ELLISON WILSON ROAD
JUPITER, FL
IMPROVEMENTS NOT SHOWN

PROPOSED \overline{R} - TO NE CORNER OF LOT 11, BLOCK 1

AREA: 5,604.43ft²
(TO HEATON)

2141 ASCOTT ROAD
NORTH PALM BEACH, FL
IMPROVEMENTS NOT SHOWN

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

PREPARED FOR / SITE ADDRESS
FIND
1314 MARCINSKI ROAD
JUPITER, FL 33477



| | | | |
|----------------------------------|---------------|------------------|-----------------|
| DRAWING: MSA 617-C LAND SWAP.dwg | | | DRAWN BY: BL |
| SCALE: N/A | DATE: 10/5/22 | JOB No.: 22-1522 | CHECKED BY: KCJ |
| REV: | | | SHEET 1 OF 1 |

MSA 617-C

existing southwest property line

Legend

Flamingo Trail

Flamingo Rd

MSA FO-617C

P-26

Google Earth



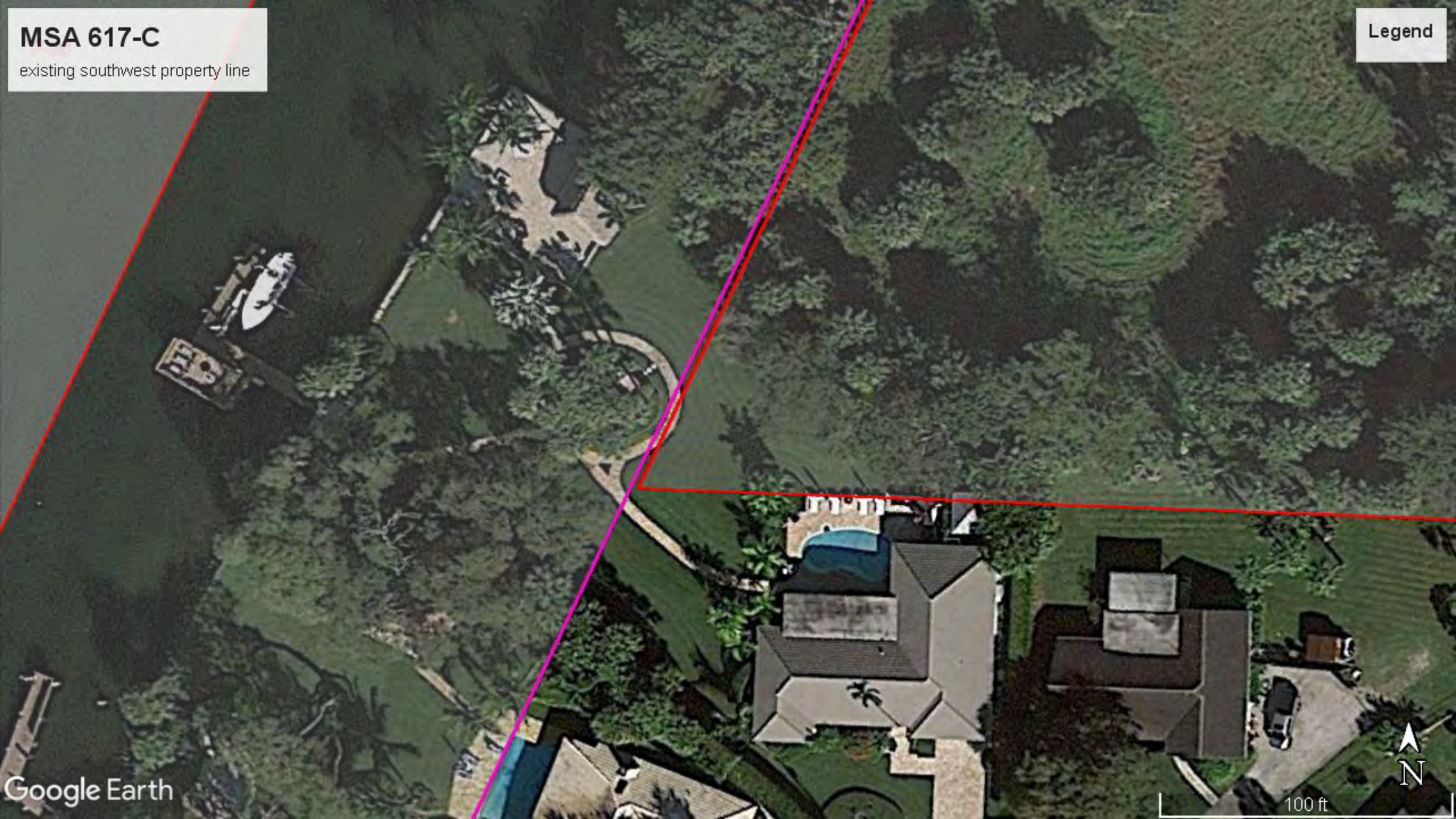
400 ft



MSA 617-C

existing southwest property line

Legend



100 ft

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C. Monroe President
Attest David Wold Secretary

SERIAL
OF6-8763069

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

- (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

FORM OF6 (rev. 12/10) (With Florida Modifications)

Page 5 of 5

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

**Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401**

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8763069

Date of Policy:
March 26, 2020 @ 04:30 PM

Agent's File Reference:
190066 Camp Jun

Amount of Insurance: \$1,900,000.00

Premium: \$4,830.00

Address Reference: 2141 Ascott Road, North Palm Beach, FL 33408

1. Name of Insured: Nicole Heaton and Lee Heaton, husband and wife
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 20200114840 in Official Records Book 31324, Page 1406, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: Nicole Heaton and Lee Heaton, husband and wife
4. The Land referred to in this policy is described as follows:

Lot 11, Block 1 of JUNO ISLES, PLAT NO. 1, according to the plat thereof as recorded in Plat Book 27, page 141, of the Public Records of Palm Beach County, Florida,

AND

A parcel of land lying within the Plat of the Intracoastal Waterway, as recorded in Plat Book 17, page 8, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Lot 11, Block 1, according to the plat of Juno Isles, Plat No. 1, as recorded in Plat Book 27, page 141, of the Public Records of Palm Beach County, Florida; said point lying

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Issuing Agent:

Law Office of Chad Barrett Penner PA
712 US Highway One
Suite 300-7
North Palm Beach, FL 33408

Agent No.: 40139

Agent's Signature
Chad Barrett Penner, Esq.
Administrator

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule A (Continued)**

Policy No.:
OF6-8763069

Agent's File Reference:
190066 Camp Jun

on the East Right of Way line of said Intracoastal Waterway, bear South 25°35'51" West, along said East Right of Way line a distance of 45.05 feet; thence bear North 65°48'41" West, a distance of 108.02 feet to the Easterly face of a concrete seawall; thence bear North 31°10'52" East, along said seawall a distance of 88.86 feet; thence bear South 62°41'50" East; along said seawall a distance of 9.61 feet, more or less, to the high water line of the Intracoastal Waterway Canal; thence bear Northeasterly, along said high water line, a distance of 98.5 feet, more or less, to the intersection with a line 150.00 feet North of and parallel to the North line of said Plat of Juno Isles; thence bear South 87°47'19" East, along said parallel line, a distance of 70.0 feet, more or less, to the intersection with said East Right of Way line of the Intracoastal Waterway; thence bear South 25°35'51" West, along said Right of Way, a distance of 163.43 feet to the point of beginning.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B

Policy No.:
OF6-8763069

Agent's File Reference:
190066 Camp Jun

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. All matters contained on the Plat of Juno Isles Plat No. 1, as recorded in Plat Book 27, Page 141, and Ratification recorded in O. R. Book 1151, page 289, Public Records of Palm Beach County, Florida.
9. Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements recorded in O.R. Book 863, Page 48, as amended in O.R. Book 1055, Page 69; Assignment recorded in O.R. Book 1119, Page 309; Appointment of Architectural Committee recorded in O.R. Book 1490, Page 593; Assignment recorded in O.R. Book 1757, Page 1102; Amendments recorded in O.R. Book 1862, Page 289; O.R. Book 6686, Page 198; O.R. Book 14800, Page 267; O.R. Book 14873, Page 550; O.R. Book 20763, Page 708; O.R. Book 21256, Page 1096; O.R. Book 23705, Page 1579; O.R. Book 28779, Page 382, together with Revived Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements recorded in O.R. Book 30156, Page 673, as amended in O. R. Book 31039, page 738, Public Records of Palm Beach County, Florida, which contain provisions creating easements and assessments.
10. Any loss or damage caused by a lien for assessments pursuant to Sec. 720.3085(1), F.S., notwithstanding any assurances to the contrary in any attached ALTA Endorsement Form 5.1-06 or ALTA Endorsement 9-06 as to the loan policy.
11. Riparian and littoral rights are not insured.
12. The right of the United States Government, in the interest of navigation and commerce, to regulate any portion of the Land that was formerly submerged by navigable waters.
13. Any portion of the Land lying waterward of the mean high water line of The Intracoastal Waterway, and lands accreted thereto.
14. Palm Beach County Removal Agreement regarding sign recorded in O.R. Book 9793, Page 1812, Public Records of Palm Beach County, Florida.
15. Assignment of Easements to the Town of Jupiter recorded in O.R. Book 7024, Page 1774, Public Records of Palm Beach County, Florida.
16. Order Approving Report of Commissioners Unit of Development No. 20, Northern Palm Beach County Water Control District, dated October 22, 1985 and recorded October 24, 1985 in O.R. Book 4687, Page 1566, Public Records of Palm Beach County, Florida.
17. Notice and Disclosure of Taxing Authority by Northern Palm Beach County Water Control District recorded in O.R. Book 6318, Page 1399, Public Records of Palm Beach County, Florida.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B (Continued)

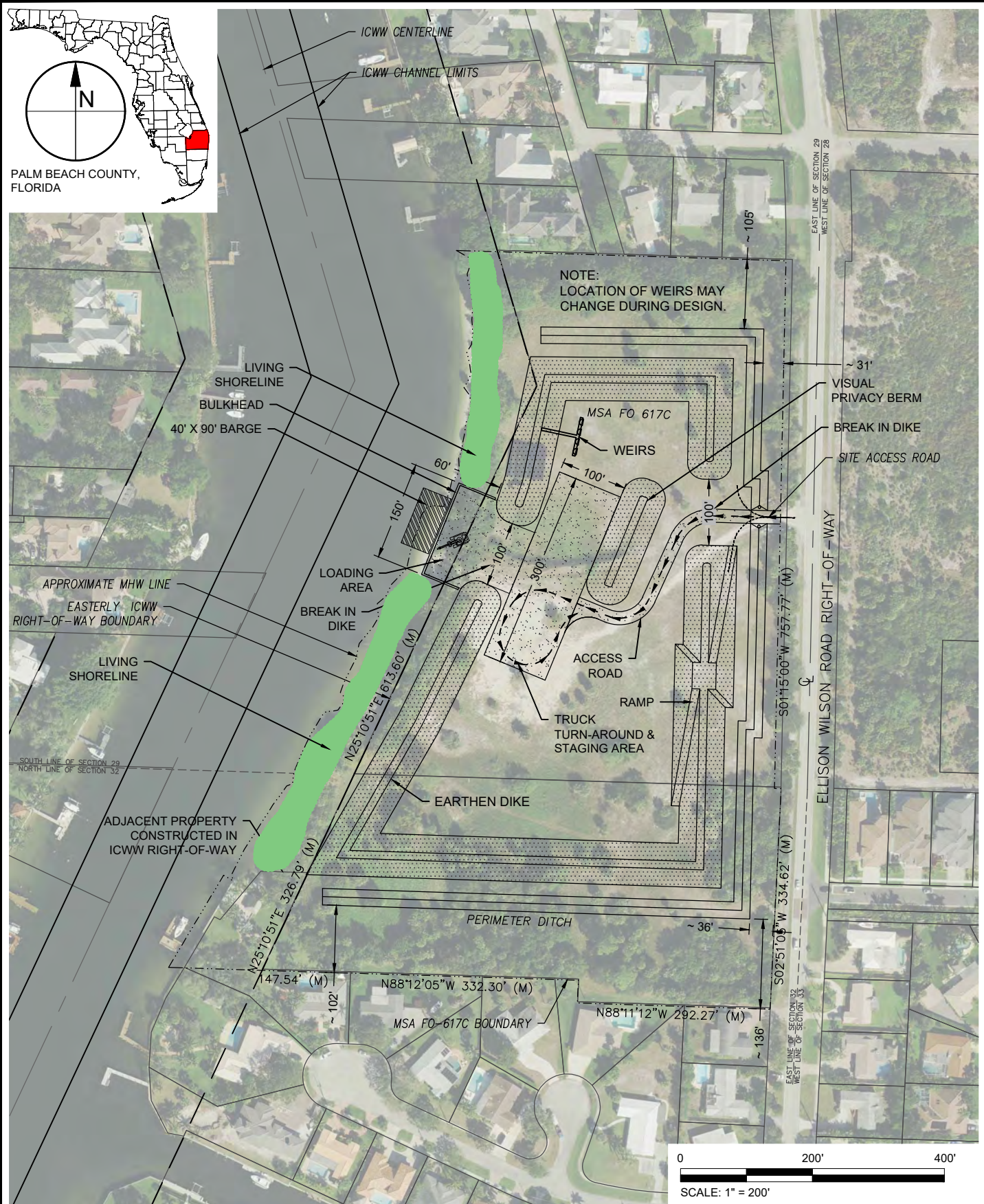
Policy No.:
OF6-8763069

Agent's File Reference:
190066 Camp Jun

18. Notice of Lien Rights by Seacoast Utility Authority recorded in O.R. Book 22953, Page 1631, and Notice of Interest recorded in O.R. Book 26779, Page 403, Public Records of Palm Beach County, Florida.
19. Right of Way for the Intracoastal Waterway recorded in Plat Book 17, Page 1 with Easement recorded in Deed Book 468, Page 114 and Notice Regarding Intracoastal Waterway Right of Way recorded in O. R. Book 10339, Page 1534, Public Records of Palm Beach County, Florida.
20. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Dailey & Associates.

NOTE: Standard exceptions 1 through 5 are hereby deleted.

21. Mortgage in the sum of \$1,689,800.00 from Nicole Heaton and Lee Heaton, husband and wife to GreenBox Loans, Inc. ISAOA/ATIMA dated 2/24/2020 and recorded 3/26/2020 in Official Records Book 31324, Page 1511, as Document No. 20200114871 of the Public Records of Palm Beach County, Florida.



ATTACHMENT E-2**APPLICANT INFORMATION & PROJECT SUMMARY**

WATERWAY ASSISTANCE PROGRAM FY 2022

| | | | |
|---|--|--------------|----------------------------|
| APPLICANT INFORMATION | | | |
| Applicant: City of St. Augustine | | | |
| Department: General Services | | | |
| Project Title: St. Augustine Municipal Marina Repairs - Hurricane Ian | | | |
| Project Director: Eric Mauldin | | Title: | City Harbormaster |
| Project Liaison: <small>(If different from Director)</small> | James C. Piggott | Title: | Director, General Services |
| Mailing Address: | P.O. Box 210 | | |
| City: St. Augustine, Florida | Zip Code: | 32085 | |
| Email Address: jpiggott@citystaug.com | Phone #: | 904-209-4315 | |
| Project Address: | 111 Avenida Menendez, St. Augustine, Florida 32084 | | |

*** I hereby certify that the information provided in this application is true and accurate. ***

SIGNATURE: _____

DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The St. Augustine Municipal Marina is located on the Atlantic Intracoastal Waterway just south of the historic Bridge of Lions. The marina is within 1 nautical mile of the St. Augustine Inlet which serves as the principal inlet for the City of St. Augustine, all of St John's County, and adjacent inland counties. The marina provides deep-water fueling services, free sewage pump-out service, and potable water for: seven commercial vendors, hundreds of recreational and commercial boaters, city fire and 4 law enforcement vessels. The marina also provides free battery and waste oil disposal, as well as garbage disposal. The Municipal Marina host boating club events, dockage for a local fishing tournament, long-term vessels, and thousands of transient vessels annually for vessels up to 200ft in length.

The marina docks were severely damaged as a result of Hurricane Ian. The Breakwater dock requires replacement of 14 concrete pilings, 14 piling guides, 5 float modules, 33 wood walers, utility equipment and structural components. The Breakwater dock requires some demolition, repair and replacement of dock components and utilities. Utilities to include electrical cables, potable water, sewer piping and fire standpipe piping. The Breakwater dock serves as a wave attenuator with a site-specific design to provide vital weather protection to the marina and guests.

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2022

| | | |
|---------------------------------------|----------------------------|------------------|
| Applicant: | Project Title: | |
| Total Project Cost: \$ | FIND Funding Requested: \$ | % of Total Cost: |
| Amount of Applicant's Matching Funds: | | |
| Source of Applicant's Matching Funds: | | |

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☐

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ☐ **

**If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

| AGENCY | Yes / No / N/A | Date Applied For | Date Received |
|--------|----------------|------------------|---------------|
| WMD | | | |
| DEP | | | |
| ACOE | | | |

ATTACHMENT E-4
EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2022

DIRECTIONS:

All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

| | |
|-----------------------|--|
| Project Title: | |
| Applicant: | |

1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)

b) **Explain how the project fits this priority category.**

(For reviewer only)

Max. Available Score for application 47

Question 1. Range of Score (1 to 5 points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) Describe how the project increases/improves boater/public access.
Estimate the amount of total public use.

- b) Discuss the regional and local public benefits provided by the project.
Can residents from other counties of the District reasonably access and use the project? Explain.

- c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS:

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

- b) Briefly explain any unique aspects of this project that could influence the timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

- c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

- d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

(For reviewer only)

(1-7 points)

SUB-TOTAL _____

FIND FORM NO. 91-25

Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.

- b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?

- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

- b) What is the design life of the proposed materials compared to other available materials?

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A

Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

ATTACHMENT E-4F
EVALUATION WORKSHEET
EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11. (EXTRA) STORM DAMAGE EVALUATION:

- a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

- b) Has this site/project previously received funding from FIND

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

- d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5
PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2022

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

| | |
|-----------------------|--|
| Project Title: | |
| Applicant: | |

| <div>Project Elements</div> <div><i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i></div> | Total Estimated Cost | <div>Applicant's Cost</div> <div>(To the nearest \$50)</div> | <div>FIND Cost</div> <div>(To the nearest \$50)</div> |
|---|----------------------|--|---|
| | | | |

| | | | |
|-------------------|----|----|----|
| **TOTALS = | \$ | \$ | \$ |
|-------------------|----|----|----|

ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2022

| | |
|-----------------------|--|
| Project Title: | |
| Applicant: | |

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

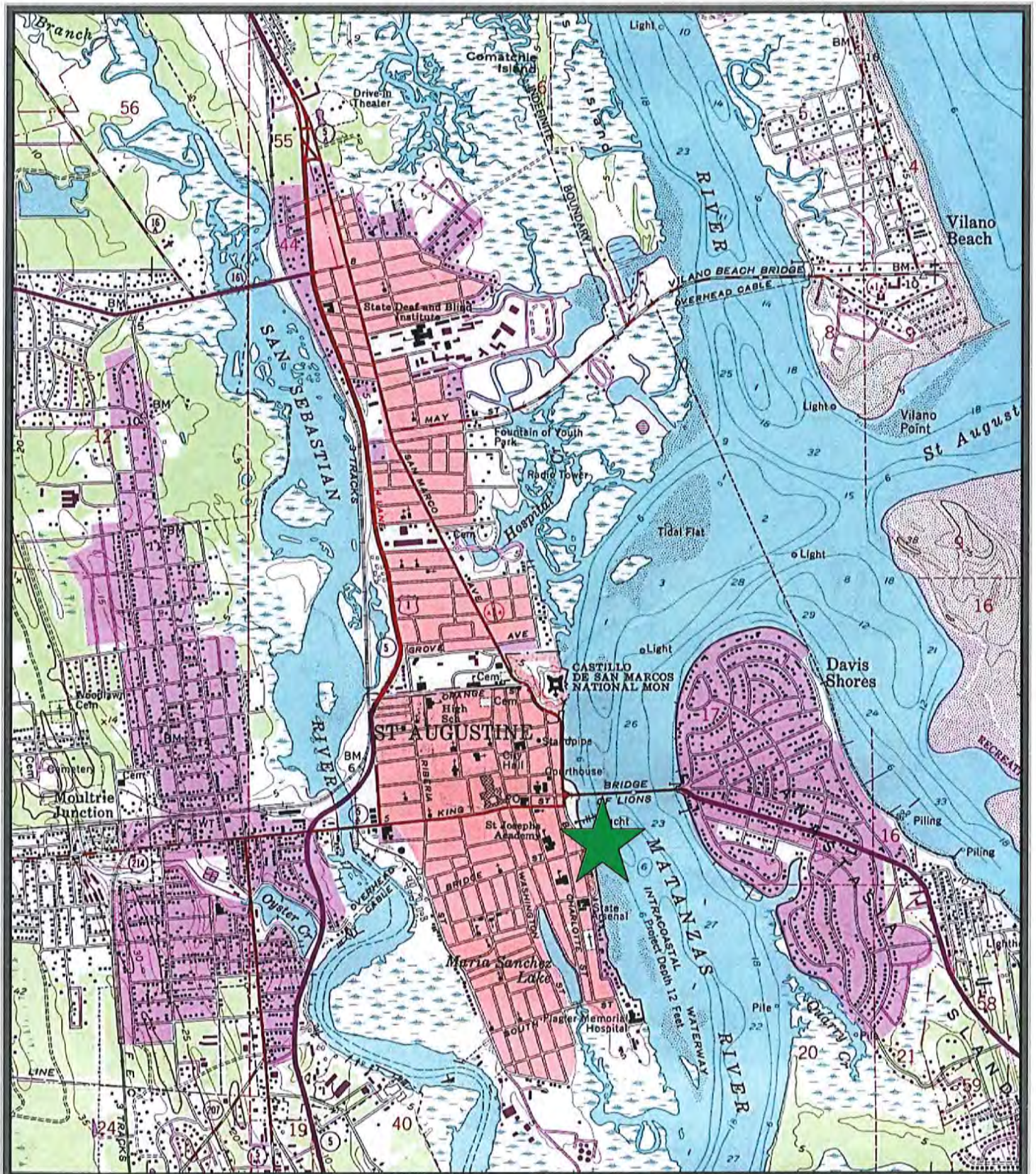
NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

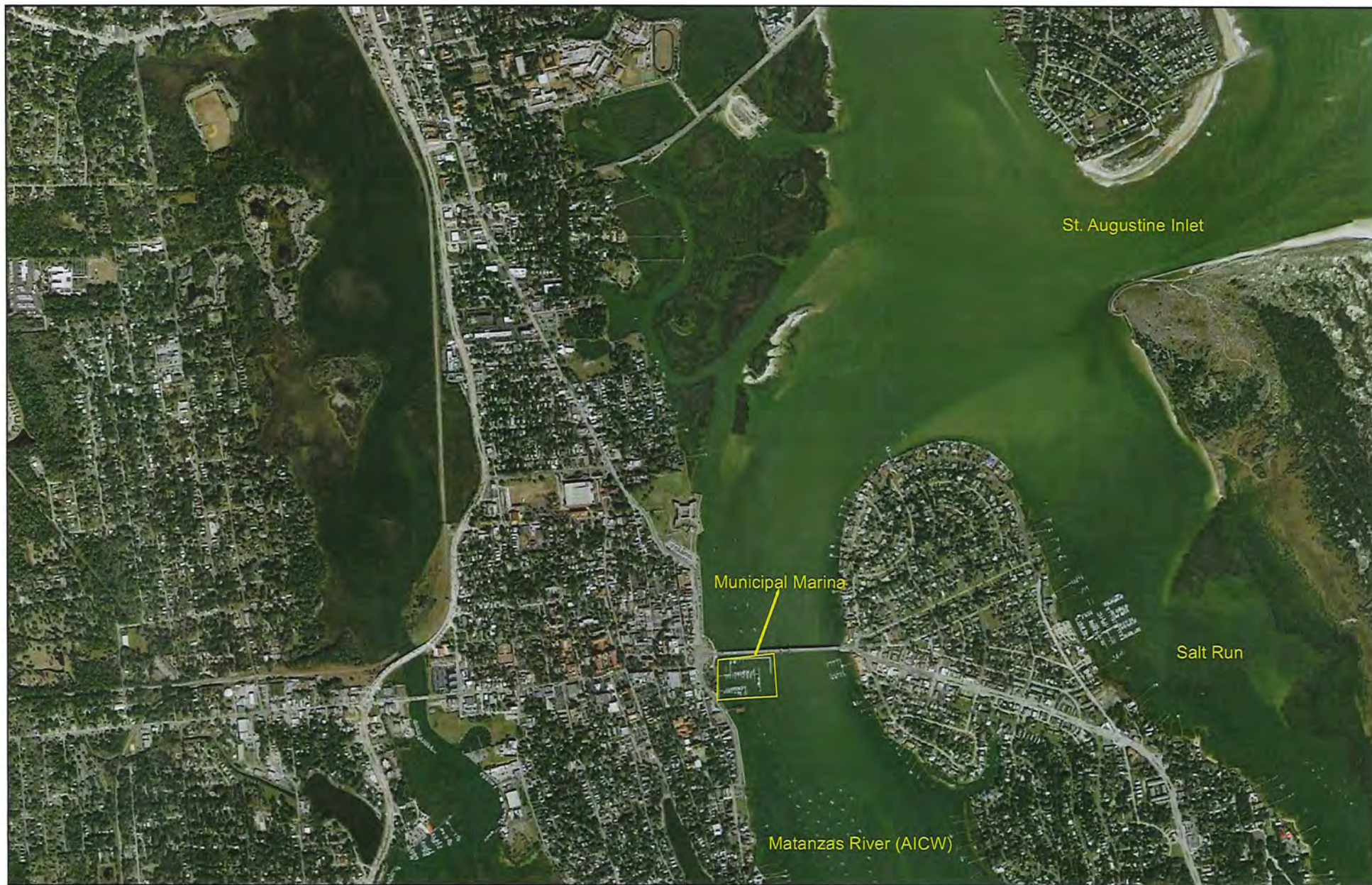
Date

Component

St. Augustine Municipal Marina Repairs

City Location Map





Map created with St. Johns County's iMap

DISCLAIMER:

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

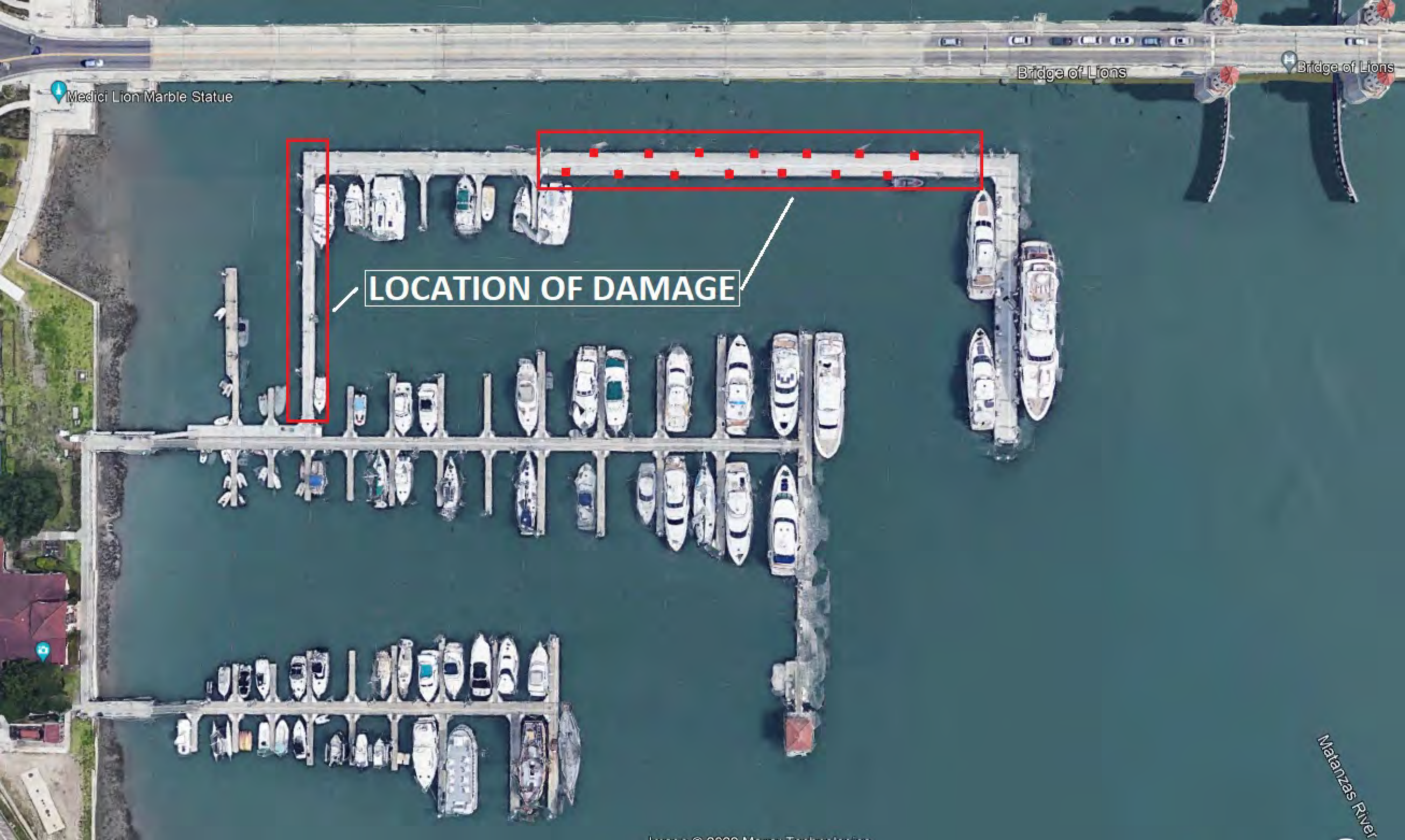
Date: 11/15/2017

St. Augustine Municipal Marina

City Locator Map



0 970 1,940
Feet



Medici Lion Marble Statue

Bridge of Lions

Bridge of Lions

LOCATION OF DAMAGE

Matanzas River

Municipal Marina Pictures

Hurricane Ian Breakwater Wave Action September 29, 2022



Hurricane Ian Breakwater Damage

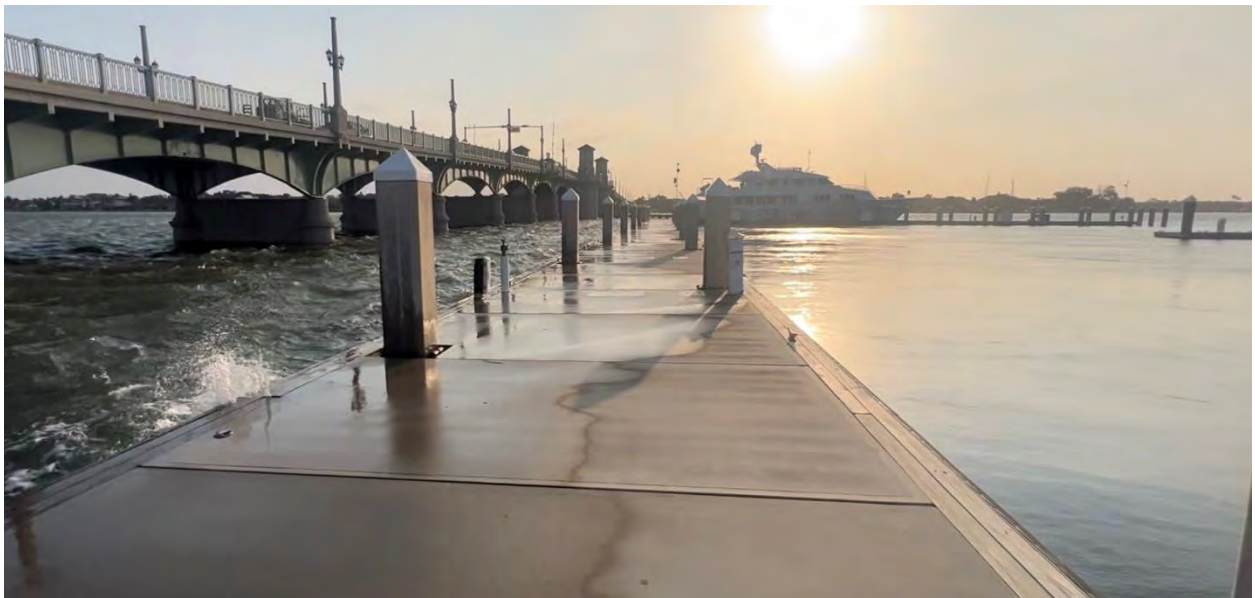


Breakwater Dock Piling and Float Damage

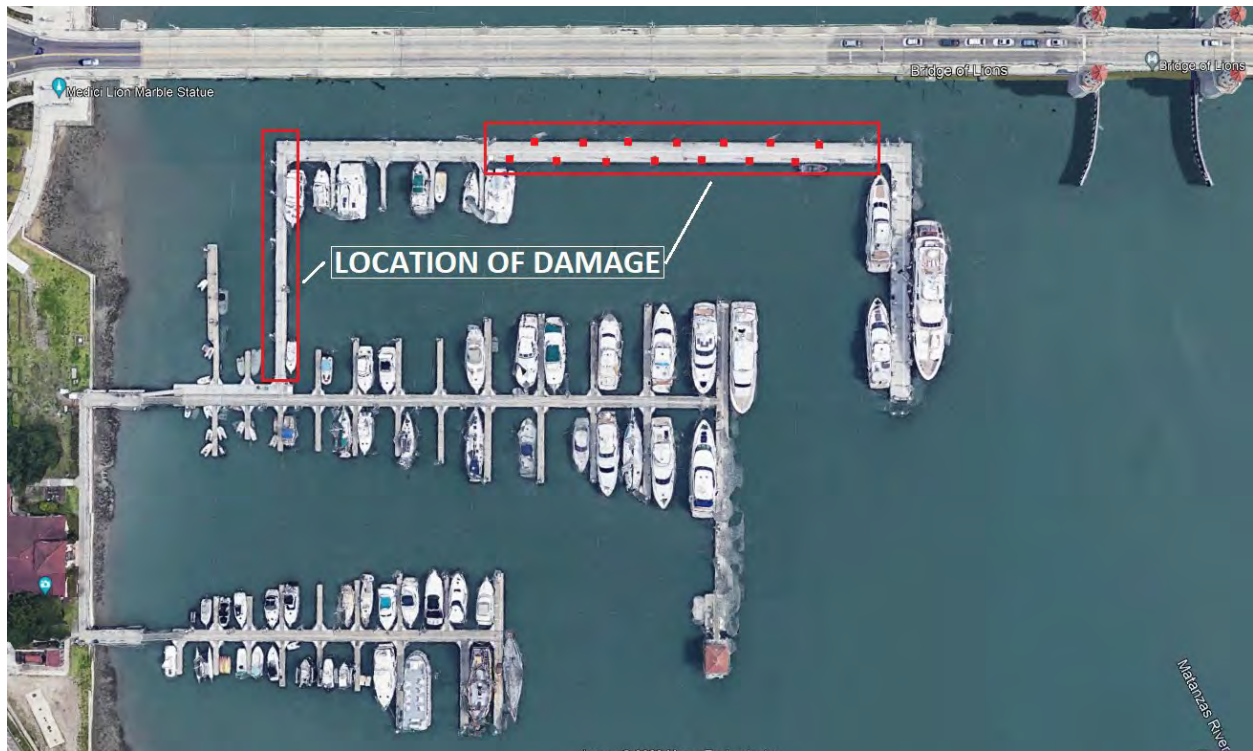


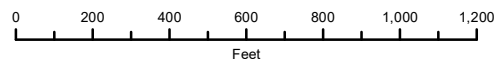
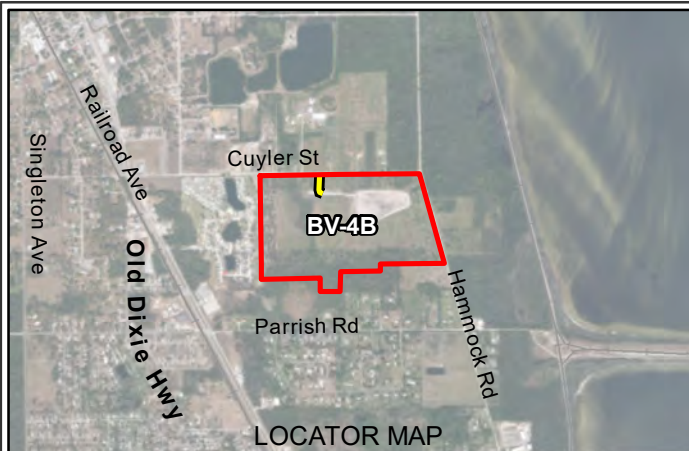
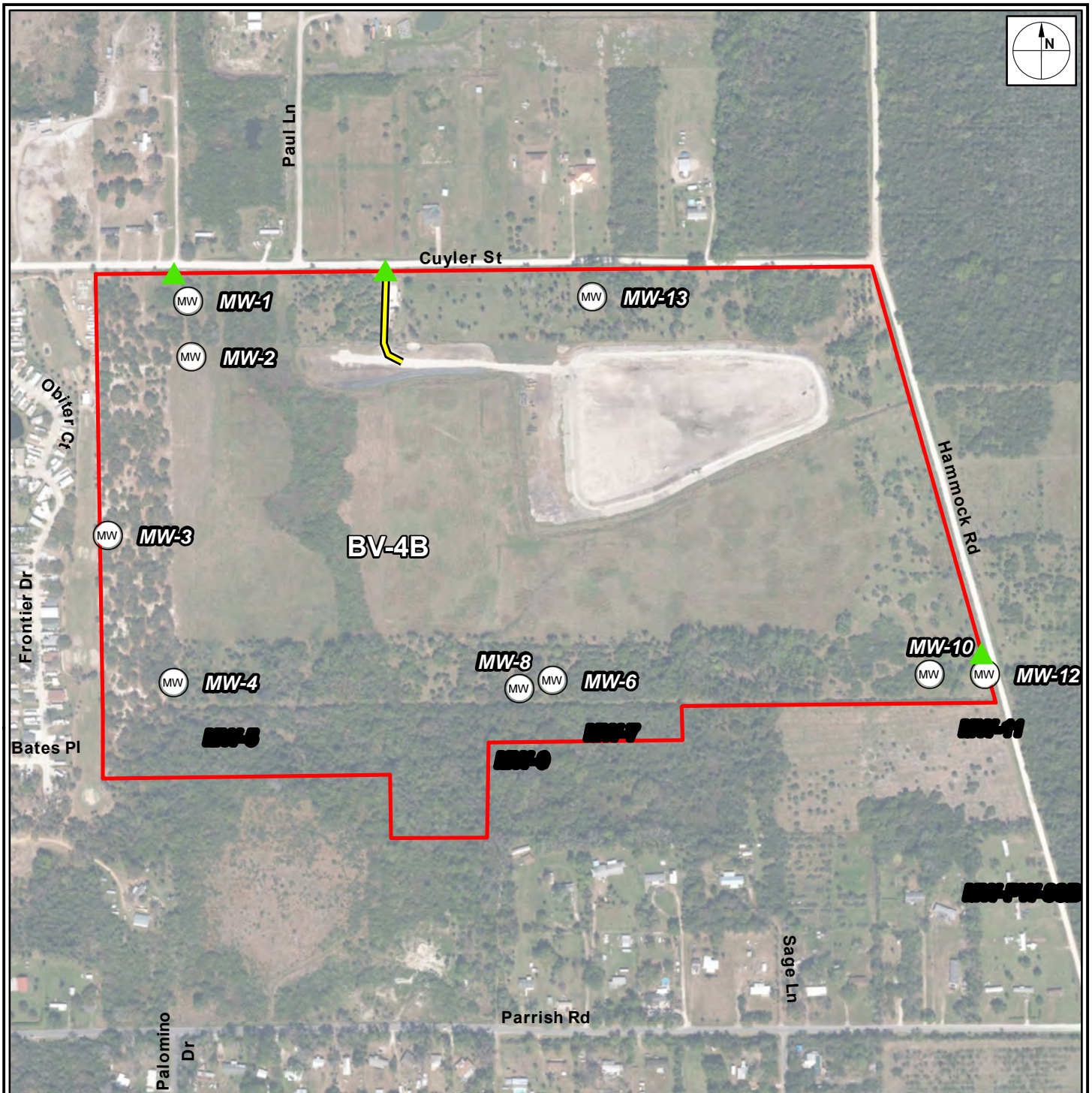


Benefits of Breakwater Dock to Mitigate Wave Action



Location of Damages to Breakwater Dock





Legend

- Gates
- Wells
- Access Road
- Site Boundary

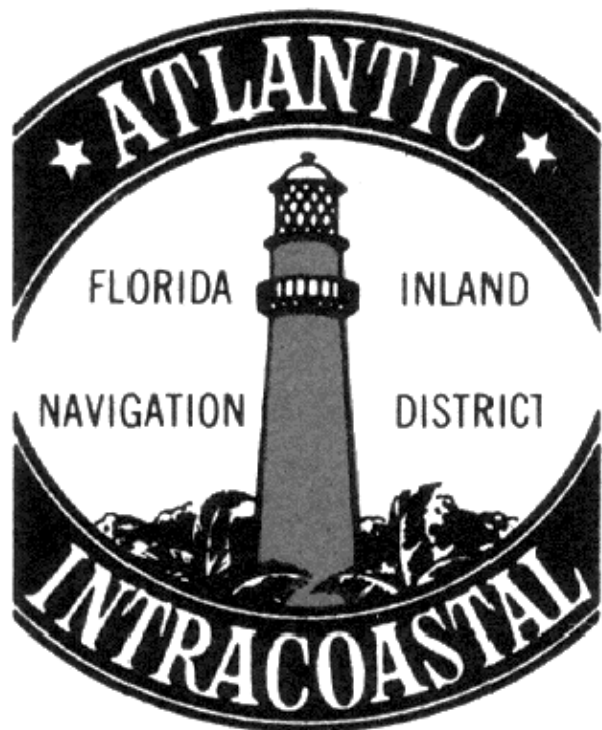
ACCESS COORDINATES:
EASTING: 709,739
NORTHING: 1,572,422

**FLORIDA INLAND
NAVIGATION DISTRICT
PROPERTY MAP FOR
BV-4B
BREVARD COUNTY, FL**



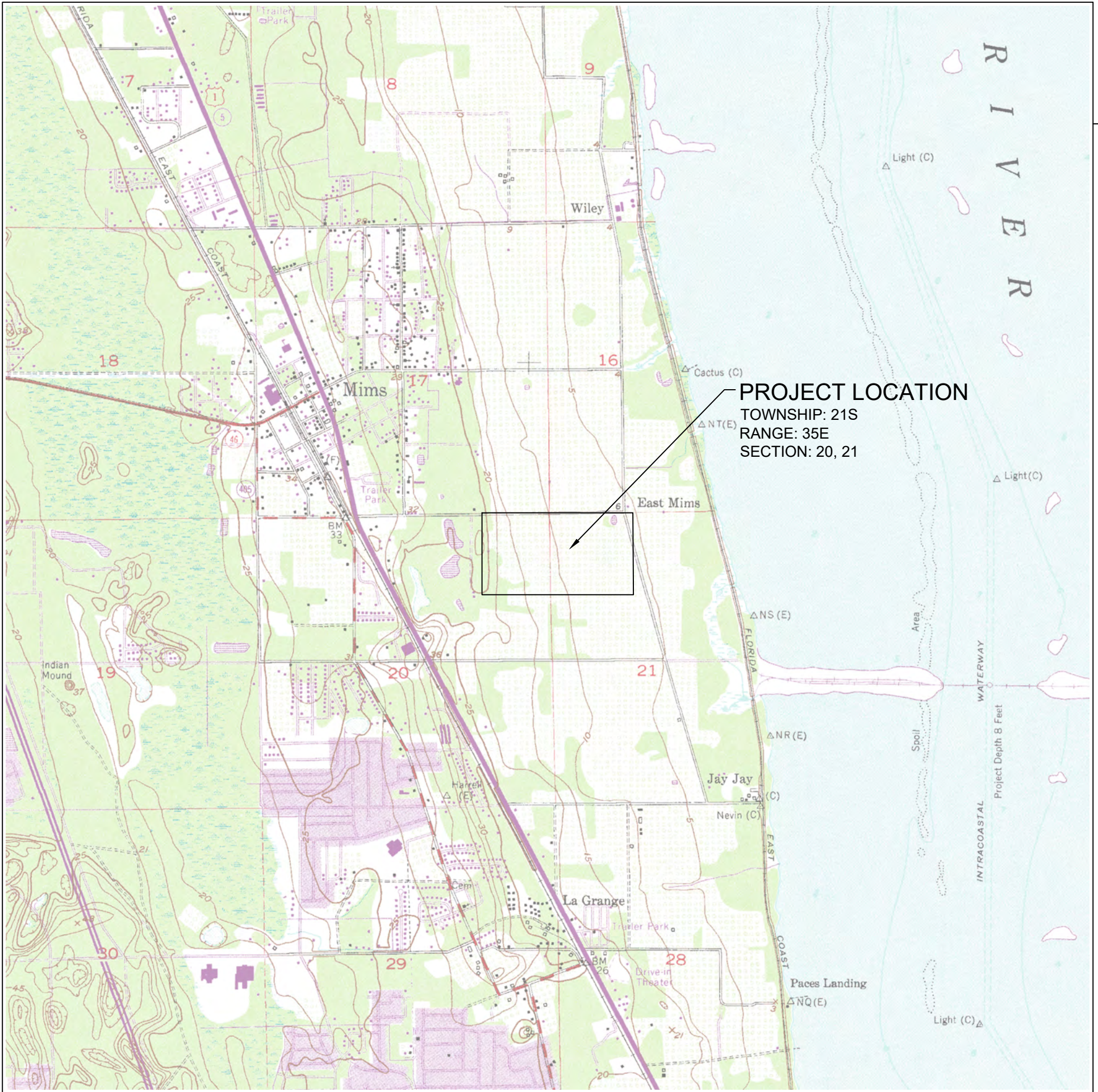
DREDGED MATERIAL MANAGEMENT AREA BV-4B

BREVARD COUNTY, FLORIDA



DRAWING INDEX

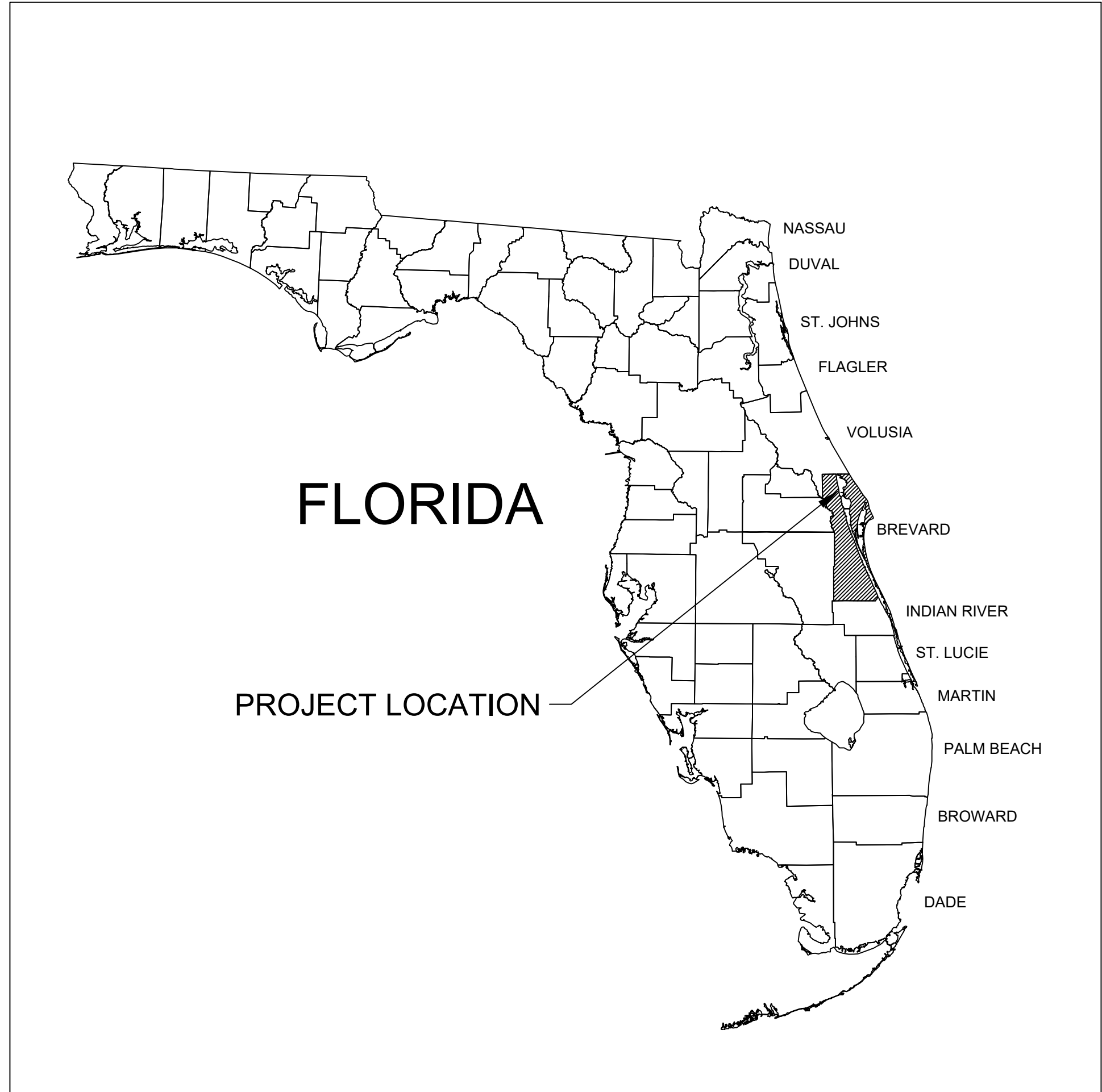
- C-1 TITLE SHEET
- C-2 GENERAL NOTES
- C-3 EXISTING CONDITIONS
- C-4 CLEARING AND GRUBBING
- C-5 SITE PLAN WITH AERIAL
- C-6 SITE PLAN WITHOUT AERIAL
- C-7 TYPICAL SECTIONS
- C-8 TYPICAL SECTIONS
- C-9 ACCESS ROAD CULVERT
- C-10 DIKE CONTROL PLAN AND INSTRUMENTATION
- C-11 DIKE PROFILES
- C-12 DIKE FOUNDATION GRADING PLAN
- C-13 CROSS-SECTIONS
- C-14 CROSS-SECTIONS
- C-15 CROSS-SECTIONS
- C-16 CROSS-SECTIONS
- C-17 INTERNAL COLLECTOR DRAIN PLAN
- C-18 INTERNAL COLLECTOR DRAIN DETAILS
- C-19 PIPE PROFILES
- C-20 PIPE PROFILES AND DETAILS
- C-21 DRAINAGE AND INSTRUMENTATION DETAILS
- C-22 DRAINAGE DETAILS
- S-1 WEIR PLAN AND PROFILE
- S-2 ALUMINUM WALKWAY PLAN
- S-3 ALUMINUM WALKWAY FRAMING PLAN AND DETAILS
- S-4 ALUMINUM WALKWAY DETAILS
- S-5 ALUMINUM WALKWAY AND FOUNDATION DETAILS
- S-6 WEIR PIPING DETAILS
- S-7 STEEL WEIR ELEVATIONS
- S-8 STEEL WEIR DETAILS
- S-9 STEEL WEIR DETAILS
- S-10 STEEL WEIR AND ALUMINUM FLAP GATE DETAILS
- S-11 STEEL WEIR LADDER DETAILS
- ER-1 TYPICAL EROSION CONTROL DETAILS



VICINITY MAP

1"= 2000' (22x34)
1"= 4000' (11x17)

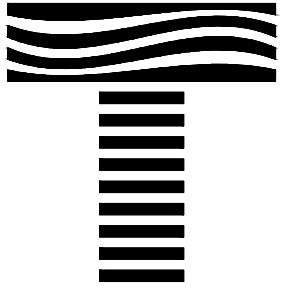
REFERENCE:
ESRI, USA TOPO MAPS



LOCATION MAP

N.T.S.

Call 811 before you dig.

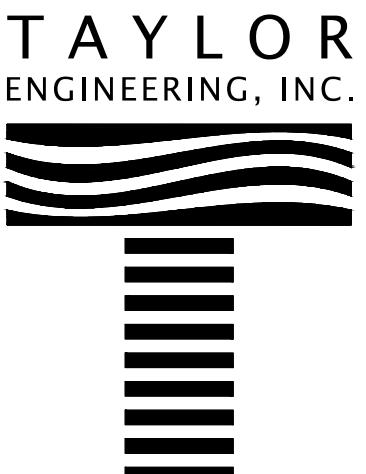
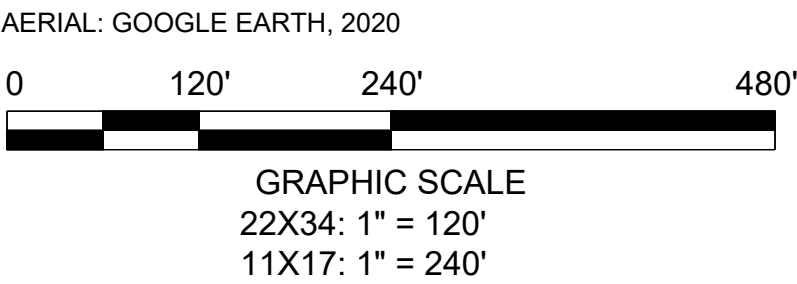
| | | | | |
|---|---|--------------|---|--|
|  TAYLOR ENGINEERING INC. 10199 SOUTHSIDE BLVD BLDG 300 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 REGISTRY # 4815 | PROJECT TITLE | | SEAL KEITH A. KNIGHT P.E.# 58084 | |
| | DREDGED MATERIAL MANAGEMENT AREA BV-4B BREVARD COUNTY, FLORIDA | | | |
| | PROJECT NO | C2014-026-03 | C-1 | |
| | DATE | SEPT 2022 | | |
| | | SHEET | 1 OF 34 | |

[illegible]

ANTON FLEWELLING, 09/27/2022 3:22:11 PM, X:\lays\Projects\2014-026-FIND BV-4B Design & Permitting\Construction\2014-026-C-03MAA Existing.dwg



- LEGEND:
- (W) EXISTING WELL (SURVEYED)
 - (GW) EXISTING WELL (IDENTIFIED ON THE GEOTECHNICAL REPORT ONLY)
 - PROPOSED NEW NESTED MONITORING WELL



10199 SOUTHSIDE BLVD
BLDG 300
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

KEITH A. KNIGHT P.E.# 58084

DREDGED MATERIAL MANAGEMENT AREA
BV-4B
BREVARD COUNTY, FLORIDA

PROJECT TITLE

| NO | ZONE | REVISIONS / SUBMISSIONS | DATE |
|----|------|-------------------------|------|
| 2 | 2 | | |
| 2 | 2 | | |
| 2 | 2 | | |
| 1 | 1 | | |
| NO | NO | | |

Call 811 before you dig.

| | |
|------------|--------------|
| PROJECT NO | C2014-026-03 |
| DATE | SEPT 2022 |
| DESIGNED | KAK |
| DRAWN | AF |
| CHECKED | KAK |
| REVIEWED | JTA |

SHEET TITLE

EXISTING
CONDITIONS

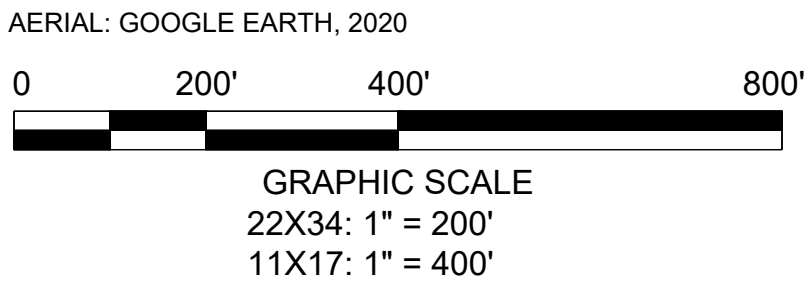
C-3

SHEET 3 OF 34

ANTON FLEWELLING, 09/27/2022 3:22:22 PM, X:\sys\Projects\2014-026-FIND BV-4B Design & Permitting\Construction\2014-026-COMMA Clearing and Grubbing.dwg



| CLEARING AND GRUBBING POINT TABLE | | |
|-----------------------------------|-----------|------------|
| POINT | EASTING | NORTHING |
| 1 | 709057.47 | 1572162.08 |
| 2 | 709696.02 | 1572168.95 |
| 3 | 709696.02 | 1572419.02 |
| 4 | 709789.47 | 1572419.92 |
| 5 | 709789.47 | 1572169.96 |
| 6 | 711075.84 | 1572182.53 |
| 7 | 711277.91 | 1572137.80 |
| 8 | 711342.96 | 1572225.23 |
| 9 | 711429.14 | 1572424.73 |
| 10 | 711451.29 | 1572346.61 |
| 11 | 711293.52 | 1572028.11 |
| 12 | 711503.15 | 1571247.27 |
| 13 | 711790.91 | 1571148.86 |
| 14 | 711800.86 | 1571113.75 |
| 15 | 711513.10 | 1571212.16 |
| 16 | 711466.58 | 1571212.16 |
| 17 | 711351.01 | 1571101.18 |
| 18 | 709408.80 | 1571080.80 |
| 19 | 709180.13 | 1571102.49 |
| 20 | 709018.47 | 1571102.49 |
| 21 | 708952.62 | 1571160.19 |
| 22 | 708938.64 | 1572068.74 |



TAYLOR
ENGINEERING, INC.

10199 SOUTHSIDE BLVD
BLDG 300
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

KEITH A. KNIGHT P.E.# 58084

PROJECT TITLE

DREDGED MATERIAL MANAGEMENT AREA
BV-4B
BREVARD COUNTY, FLORIDA

| NO | ZONE | REVISIONS / SUBMISSIONS | DATE |
|----|------|-------------------------|------|
| 2 | 2 | 2 | 1 |
| NO | NO | NO | NO |

Call 811 before you dig.

| | |
|------------|--------------|
| PROJECT NO | C2014-026-03 |
| DATE | SEPT 2022 |
| DESIGNED | KAK |
| DRAWN | AF |
| CHECKED | KAK |
| REVIEWED | JTA |

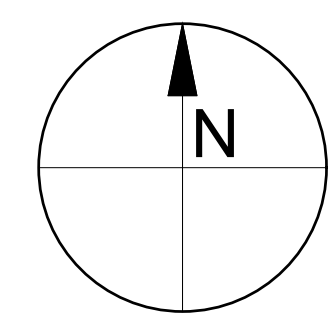
SHEET TITLE

CLEARING AND GRUBBING

C-4

SHEET 4 OF 34

ANTON FLEVELLING, 09/27/2022 2:23:00 PM, X:\lays\Projects\2014-026-FND BV-4B Design & Permitting\Construction\2014-026-C-DMAA Site Plan.dwg



LEGEND:
● PROPOSED NESTED MONITORING WELL
AERIAL: GOOGLE EARTH, 2020

0 200' 400' 800'

GRAPHIC SCALE
22X34: 1" = 200'
11X17: 1" = 400'

TAYLOR
ENGINEERING, INC.

10199 SOUTHSIDE BLVD
BLDG 300
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

KEITH A. KNIGHT P.E.# 58084

PROJECT TITLE
DREDGED MATERIAL MANAGEMENT AREA
BV-4B
BREVARD COUNTY, FLORIDA

| NO | REVISIONS / SUBMISSIONS | DATE |
|----|-------------------------|------|
| 1 | | |
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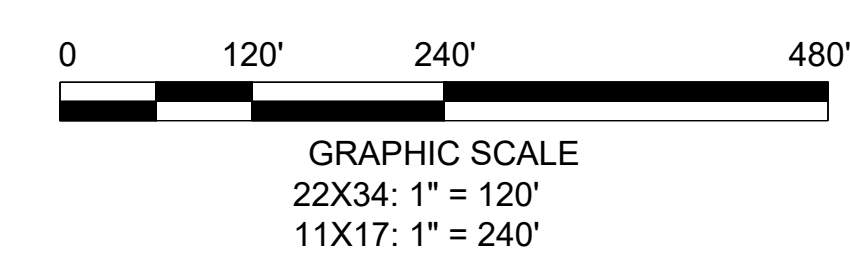
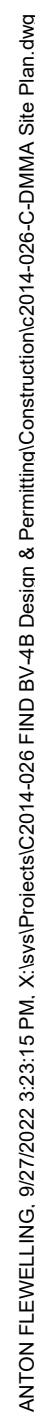
Call 811 before you dig.

| | |
|------------|--------------|
| PROJECT NO | C2014-026-03 |
| DATE | SEPT 2022 |
| DESIGNED | KAK |
| DRAWN | AF |
| CHECKED | KAK |
| REVIEWED | JTA |

SHEET TITLE
SITE PLAN WITH
AERIAL

C-5

SHEET 5 OF 34



C-6

SHEET 6 OF 34

C-6

SHEET 6 OF 34

SECTION 00 52 00

CONTRACT

CONTRACT
BETWEEN
FLORIDA INLAND NAVIGATION DISTRICT
AND

CONTRACTOR

THIS Contract, made this _____ day of _____, 20____, by and between the Florida Inland Navigation District, an independent special district of the State of Florida, hereinafter designated as the "DISTRICT," and _____, at _____, a _____ Corporation, FEID Number _____, hereinafter designated as the "CONTRACTOR."

WITNESS THAT:

WHEREAS, the District is an independent special district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 374, Florida Statutes; and

WHEREAS, the District desires the services of a qualified and experienced Contractor to provide construction services; and

WHEREAS, the District received Bids on _____ for the project called "**Dredged Material Management Area BV-4B Construction.**"

WHEREAS, the Contractor has responded to the District's solicitation and the Contractor is qualified and willing to provide said services; and

WHEREAS, the District has found the Contractor's response to be acceptable and wishes to enter into a Contract; and

WHEREAS, the District has funds in its current fiscal year budget which are available for the funding of the Contract;

NOW THEREFORE, the District and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

- 1.1 The Contractor shall furnish all equipment, tools, materials, labor, and everything necessary and shall perform the required Work in accordance with the Contract Documents for the contract entitled "**Dredged Material Management Area BV-4B Construction.**"

ARTICLE 2 - TERM OF THE CONTRACT

- 2.1 Unless extended or terminated, the period of performance of the Contract shall commence upon the effective date of the Notice to Proceed and continue for a period of calendar days stated in the bid form. The Contractor shall not proceed with Work under this Contract until a Notice to Proceed is received from the District.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 The consideration, for the full and complete performance under this Contract, shall be in the amount of \$ _____, subject only to any additions and/or deduction as provided in the Contract Documents and formally approved by the District.

The consideration stated above is based upon the aggregate Contract price submitted to the District, in which the aggregate amount is obtained from the summation of the total prices for each of the Bid items shown in the Bid.

ARTICLE 4 - INVOICING AND PAYMENT

- 4.1 If acceptable progress is being made, the Contractor may request partial payments on monthly estimates, based on the actual value of Work done or completed, which request may be approved and paid by the District. All pay requests shall reference the District's Contract Number, shall follow the same format as AIA Document G702-1992, and shall be in accordance with the terms specified in the General Conditions.
- 4.2 The Executive Director of the District has been authorized to approve and execute change orders, with the concurrent approval of the District's Chair, totaling up to ten (10) per cent of the initially executed contract value. When change orders in total exceed ten (10) percent of the initially executed construct value, they will be presented to the District's Board of Commissioners for approval at one of their regularly scheduled meetings. However, if there is a finding by the Engineer, the District's Executive Director and the District's Chair that a delay in approving the change order will result in an unnecessary delay causing negative financial, environmental, or health safety and welfare impacts, a change order up to 20% of the executed contract value can be executed by the District's Executive Director.

ARTICLE 5 - REMEDIES

- 5.1 If either party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 5.2 It is acknowledged that the Contractor's failure to complete the Work within the Contract Time provided by the Contract Documents, or any extension thereof granted, will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor and its Surety, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.
- 5.3 In case of any other failure to perform the Contract, the Contractor shall be liable to pay the District any monies which are paid by the District to any other person, firm or corporation for services rendered for the preservation or completion of the Work. These monies shall include, but are not limited to, all Engineering and Inspection fees required to oversee the completion of the Work.
- 5.4 Such liquidated damages and monies shall be chargeable to the Contractor and shall be deducted from any monies due said Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor and his Surety shall be liable for said amount.

ARTICLE 6 - STANDARDS OF COMPLIANCE

- 6.1 The Contractor, its employees, Subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge.
- 6.2 The Contractor hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. The Contractor shall take all measures necessary to effectuate these assurances.
- 6.3 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit or claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 6.4 The Contractor hereby warrants that he has not, during the bidding process, nor shall he, during the term of this Contract, offer to pay any officer, employee or agent of the District, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 6.5 The Contractor, by its execution of this Contract, acknowledges and attests neither he, nor any of his suppliers, subcontractors, or consultants who shall perform Work which is intended to benefit the District, is a convicted vendor or, if the Contractor or any affiliate of the Contractor has been convicted of a public entity crime, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor list. The Contractor further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Contractor for any Work or materials furnished. The Contractor is required to submit a completed Public Entity Crime Statement with the Bid Form.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 6.6 While this package cites Florida Department of Transportation (FDOT) specifications and references, the Contractor does not have to be FDOT certified.

ARTICLE 7 - RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The Contractor is an independent Contractor and is not an employee or agent of the District. Nothing in this Contract shall be interpreted to establish any relationship, other than that of an independent Contractor, between the District and the Contractor, its employees, agents, subcontractors, or

assigns, during or after the performance of this Contract. The Contractor is free to provide similar services to others.

- 7.2 The Contractor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the District.

ARTICLE 8 - GENERAL PROVISIONS

- 8.1 The Contract Documents listed below, by this reference, shall become a part of this Contract as though physically attached as a part hereof and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the project:
- a. General Conditions
 - b. Supplementary Conditions
 - c. General Requirements
 - d. Technical Specifications
 - e. Project Drawings
 - f. Such addenda supplementing the documents forming this Contract as are referenced to it and attached as a part of it.
 - g. Bid Solicitation, Bid Form, Instructions to Bidders, Addenda, provided however, that no exceptions to the District's specifications, whether stated or implied in the Contractor's Bid, shall be allowed **EXCEPT** as shall be itemized, listed, approved by the District and recorded as written Addenda with the District as a supplement to this Contract.
- 8.2 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a Contractual relationship unless they have been reduced to writing, approved, and signed by an authorized District representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.
- 8.3 This Contract may be amended only with the prior written approval of the parties.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Contract on the date first written above.

Legal Form Approved
District Counsel

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

By: _____
Executive Director

Date: _____

WHEN THE CONTRACTOR IS AN INDIVIDUAL OR SOLE PROPRIETOR:

Signed, sealed, and delivered in the presence of:

Witness

By: _____
Signature

Witness

Type or Print Name

WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME OR FICTITIOUS NAME:

Signed, sealed, and delivered in the presence of:

| | |
|------------------|--|
| _____ Witness | _____ Trade Name or Fictitious Name |
| _____ Witness | _____ Signature |
| | _____ Type or Print Name |

WHEN THE CONTRACTOR IS A GENERAL OR LIMITED PARTNERSHIP:

Signed, sealed, and delivered in the presence of:

| | |
|------------------|--|
| _____ Witness | _____ Partnership Name |
| _____ Witness | _____ Signature of General Partner |
| | _____ Type or Print Name of General Partner |

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

| | |
|--------------------|---|
| _____ Secretary | _____ Corporation Name |
| (Corporate Seal) | By: _____ Signature of Officer or Authorized Agent |
| | _____ Type or Print Name/Title |

WHEN THE CONTRACTOR IS A LIMITED LIABILITY COMPANY:

Signed, sealed, and delivered in the presence of:

| | |
|------------------|--|
| _____ Witness | _____ LLC Name and State of Organization |
| _____ Witness | _____ Signature of Manager or Managing Member |
| | _____ Type or Print Name/Title |

--End of Section--

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ADDENDUM NO. 6

TAYLOR ENGINEERING, INC.



**DREDGED MATERIAL MANAGEMENT
AREA BV-4B CONSTRUCTION**

**BREVARD COUNTY, FLORIDA
NOVEMBER , 2022**



ALL BIDDERS:

Due to potential impacts of subtropical storm Nicole, the bid opening will be re-scheduled to **November 14, 2022 at 2:00 PM**



November 4, 2022

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

RE: Professional Construction Administration Services
Dredged Material Management Area BV-4B; Brevard County, Florida

Mr. Crosley:

Per your request, Taylor Engineering is pleased to submit the enclosed scope of work for professional construction administration services (Attachment A), and fee proposal (Attachment B) Dredged Material Management Area BV-4B (Figure 1) Construction Administration. Primary tasks include pre-construction coordination, construction administration, and project closeout.

The construction contract time—excluding the 180-day grassing establishment period—will total 425 calendar days (14 months). Taylor Engineering will conduct on-site visits to make construction observations and document all phases of construction. Construction will occur in four phases as follows:

- Mobilization
- Major Earthwork and Underdrain Installation
- Installation of Concrete Weir Pad, Weirs, and Pipelines
- Demobilization/Grassing Establishment

Taylor Engineering will perform these services on a cost-plus basis, for a total cost not to exceed fee of \$415,772.00.

Please contact me at 904-731-7040 or jscarborough@taylorengeering.com with any questions.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor

Attachments (2)

A – Scope of Work and Conceptual Figures
B – Cost Summary

ATTACHMENT A

FIND BV-4B DMMA Bid Assistance and Construction

Administration Scope of Work

**PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES
DREDGED MATERIAL MANAGEMENT AREA BV-4B
BREVARD COUNTY, FLORIDA**

The Florida Inland Navigation District (FIND) requested that Taylor Engineering, Inc. (Taylor) provide construction administration and certification services for construction of Dredged Material Management Area (DMMA) BV-4B, located in Brevard County, Florida. The permanent DMMA will serve Reach II of the Intracoastal Waterway (ICW) in Brevard County during channel maintenance operations. The site locates in Mims, Florida, approximately 1,800 ft west of the Indian River. The major categories of construction work include, but are not limited to, the following:

1. Clearing and grubbing the work areas
2. Constructing a perimeter road adjacent to dike and site access roads
3. Constructing the earthen dike and associated underdrain system
4. Constructing perimeter ditches
5. Fabricating and installing three steel box weirs and mass concrete pad, and furnishing and installing a mobile weir board storage container
6. Installing 24-inch, 30-inch, 36-inch, and 48-inch HDPE weir and discharge piping and associated precast concrete manholes, inlets, and culverts.

Taylor Engineering has developed its scope of work based on the following assumptions:

1. The project's active construction phase will extend from approximately November 2022 through January 2024 to achieve substantial completion with a 180-day grassing establishment period which may extend beyond substantial completion.
 - a. The total contract time, excluding the 180-day grassing establishment period, will run approximately 425 calendar days (14 months).
 - i. During the major earthwork and undrain installation, Taylor Engineering will perform field observations up to three days a week with an observer located on site approximately four hours each observation day. Observation hours will occur throughout the week and may include weekend days, as necessary, with most observations focused on observing geotechnical tests and proper placement and construction of the dike and underdrain system. We anticipate that this phase of activities will require approximately 305 days (ten months) to complete and have budgeted accordingly.
 - ii. Outside of the major construction items and duration described above, Taylor Engineering will perform field observations on average of two days per week with an observer located on site approximately two to four hours each observation day. Observation hours will occur throughout the work week. We anticipate that these activities will require 120 days (4 months) to complete and have budgeted accordingly.
 - iii. During the 180-day (6 month) grassing establishment period, Taylor will conduct a preliminary, up to four interim, and a final evaluation site visits (up to six total site visits) to determine the overall success of grassing establishment.
2. Project construction will neither result in any substantial deviations from the project drawings and specifications nor violate permit conditions.
3. FIND will independently address any gopher tortoise survey or relocation requirements.

If any of these assumptions prove incorrect, Taylor will work with FIND to develop appropriate modifications to this scope of work and cost.

TASK 1 BIDDING ASSISTANCE AND CONTRACTOR SELECTION

Taylor Engineering has assisted FIND in administering the bidding process and in selecting the contractor. We provided clarification and interpretation to the project documents and prepared addenda. Our project engineer attended the pre-bid meeting to answer questions concerning elements of the project for which Taylor Engineering is responsible. We assisted with reviewing the bids received and provided FIND with our recommendations for contractor selection. This work included reviewing the submitted bid documents, checking references of the responsive bidders, and preparing and transmitting a written recommendation for contractor selection. Taylor Engineering limited its review and recommendations to engineering and technical issues. FIND took responsibility for legal review and evaluation of contractors' financial condition, business licenses or authorizations, bonding, contractual requirements, and any other non-engineering or non-technical information.

TASK 2 PRE-CONSTRUCTION COORDINATION

This task includes the following sub-tasks:

- Prepare for and conduct a pre-construction meeting
- Review and approve contractor pre-construction submittals
- Make recommendations to FIND for issuance of a Notice to Proceed
- Prepare for and conduct an on-site coordination meeting

Taylor Engineering staff will conduct a pre-construction meeting with the contractor. The pre-construction meeting will serve to describe the project and answer contractor's questions concerning any technical aspects of the work. In addition, Taylor Engineering will discuss the ground rules and other issues including lines of engineer and contractor authority, general and specific contract conditions, contract administration, progress payment, correspondence procedures, project schedule, submittal register, and labor requirements. We will take minutes of the pre-construction meeting discussions and distribute them to FIND and the contractor. We assume the pre-construction meeting will occur on-site or in the vicinity of the DMMA BV-4B property in Brevard County. This meeting will occur after the Notice of Award and shortly before or immediately after the Notice to Proceed.

Taylor Engineering will issue the Notice to Proceed to the contractor. We will also conduct a coordination meeting after the pre-construction meeting and before the start of construction. We will review contractor pre-construction submittals to prepare a coordination meeting agenda. The submittal review may include schedule of values, list of subcontractors, signature authority, construction schedule, submittal register, environmental protection plan, and quality control plan. This meeting's purpose is to achieve a mutual understanding with the contractor of required quality control; to review submitted draft plans and resolve issues of concern; to discuss project drawings, specifications, schedule, and documentation; and to establish a good working relationship between the contractor's quality control staff and Taylor Engineering's representatives.

TASK 3 CONSTRUCTION ADMINISTRATION

This task includes the following sub-tasks:

- Review up to 83 shop drawings and submittals
- Observe all phases of construction activities
- Prepare general site visit report following each site visit (for a maximum expected number of visits of 142 site visits over the 425-day construction period)
- Observe and approve select geotechnical and hydraulic (pipeline) verification tests
- Schedule and prepare for 30 on-site progress meetings occurring approximately every two

weeks

- Schedule and prepare for up to four additional problem resolution meetings
- Prepare up to two work change directives
- Prepare up to six change order directives
- Review and approve up to 15 monthly pay applications

We will help FIND administer the construction contract from our offices in Jacksonville. In-office duties will include reviewing the contractor's shop drawings and submittals, reviewing progress pay applications, providing oversight of the work progress, and assisting with the preparation of change orders, if required. We will remain available through construction to provide advice and consultation to FIND through site visits and teleconference. In that role, we will address questions pertaining to engineering, design, and permitting issues, and any proposed changes to project design.

Taylor Engineering will schedule and attend onsite bi-weekly construction progress meetings. Attendees will include representatives from the construction contractor and its subconsultants. The progress meeting agenda will generally include review of minutes of previous meetings, work progress since the previous meeting, current definable features of work (i.e., construction schedule; submittal register; reviewing testing; changes to construction schedule; contract quality for materials and workmanship; pending modifications, changes, and substitutions), and other business, as appropriate. Additionally, if unexpected problems arise outside of these meetings, we will attend a maximum of four problem resolution meetings on site and four meetings via teleconference.

Taylor Engineering will provide onsite construction observation throughout the project duration as follows. During the major earthwork and underdrain installation, we will provide on-site observation services up to three days a week with an experienced observer on site approximately four hours each observation day. We will plan to conduct frequent on-site observations during the performance of critical field-based geotechnical tests and during the placement and construction of the dike underdrain system. We anticipate that these activities will occur during the middle months of the construction project and extend approximately 10 months (305 days) in total.

Outside of the major construction activities described above, Taylor Engineering will perform field observations on average of two days per week with an observer on site approximately two to four hours each observation day. We anticipate this less frequent observation schedule will occur at the beginning and end of the construction project and extend a total of approximately 4 months (120 days).

Our visits will include observation of the work and general monitoring of the contractor's means, methods, and sequence. We will observe the contractor's activities to evaluate whether they are within general conformance with the project contract, drawings, specifications, and environmental permits. As part of the observation process, each day we are on site, we will complete a daily construction report, which will become part of the project record. The report will include the name of the observer, weather conditions, date, personnel/visitors on site, the contractor's personnel and equipment, summary of events, photographs, and the contractor's representative and observer's signature. These reports will constitute a daily log of construction progress.

Construction observation will evaluate the contractor's work to

- Prepare the dike foundation in accordance with the drawings and specifications
- Maintain dike material quality and compaction requirements
- Construct the dike drains in accordance with the drawings and specifications
- Construct the dike and associated earthwork features (roads, ditches, and stormwater features) in accordance with the drawings and specifications
- Construct discharge piping
- Maintain a current construction schedule

- Provide submittals on time and in proper format
- Protect environmental resources
- Follow quality control procedures to produce a product that meets contract requirements
- Remove waste and debris from the project site
- Establish grassing

In addition to ongoing observations, Taylor Engineering's lead engineers (the Engineer of Record or construction Project Manager) will also make a minimum of 30 visits to the project site to attend bi-weekly progress meetings, address construction problems or highly technical aspects of the work and ascertain whether work is progressing in general conformance with permit conditions, drawings, and specifications. These visits will also serve to address questions pertaining to engineering, design, and permitting issues; proposed changes to the project design; and any conflicts.

As part of the 180-day grassing establishment period, Taylor Engineering will conduct a preliminary, up to four interims, and a final evaluation site visits (up to six total site visits) to determine the overall success of the grass.

Throughout construction administration, Taylor Engineering will notify FIND of any permit violations, work stoppages, or conflicts, and recommend to FIND ways to resolve these issues. Taylor Engineering is not responsible for jobsite safety and will not direct the contractor's means, methods, and sequence. Throughout the project, Taylor Engineer's Senior Advisor and Senior Vice President will provide senior management review.

TASK 4 PROJECT CLOSE-OUT AND CERTIFICATION

This task includes the following sub-tasks:

- Develop preliminary and final punch lists
- Certify substantial completion of the project
- Review final pay application
- Review contractor release of lien
- Conduct final review/acceptance of field data
- Certify final completion of the project to appropriate regulatory agencies

Once FIND receives from the contractor a request to certify the project substantially complete, Taylor Engineering will visit the project site to determine the degree of completion. If we cannot certify substantial completion, we will develop preliminary and final punch lists of items for the contractor to complete or correct. With concurrence from FIND, we will transmit this list to the contractor. Upon resolution of punch list items, we will certify the project substantially complete. We have budgeted for two on-site meetings during this stage of the project.

Taylor Engineering will collect and review the following information from the contractor before project closeout.

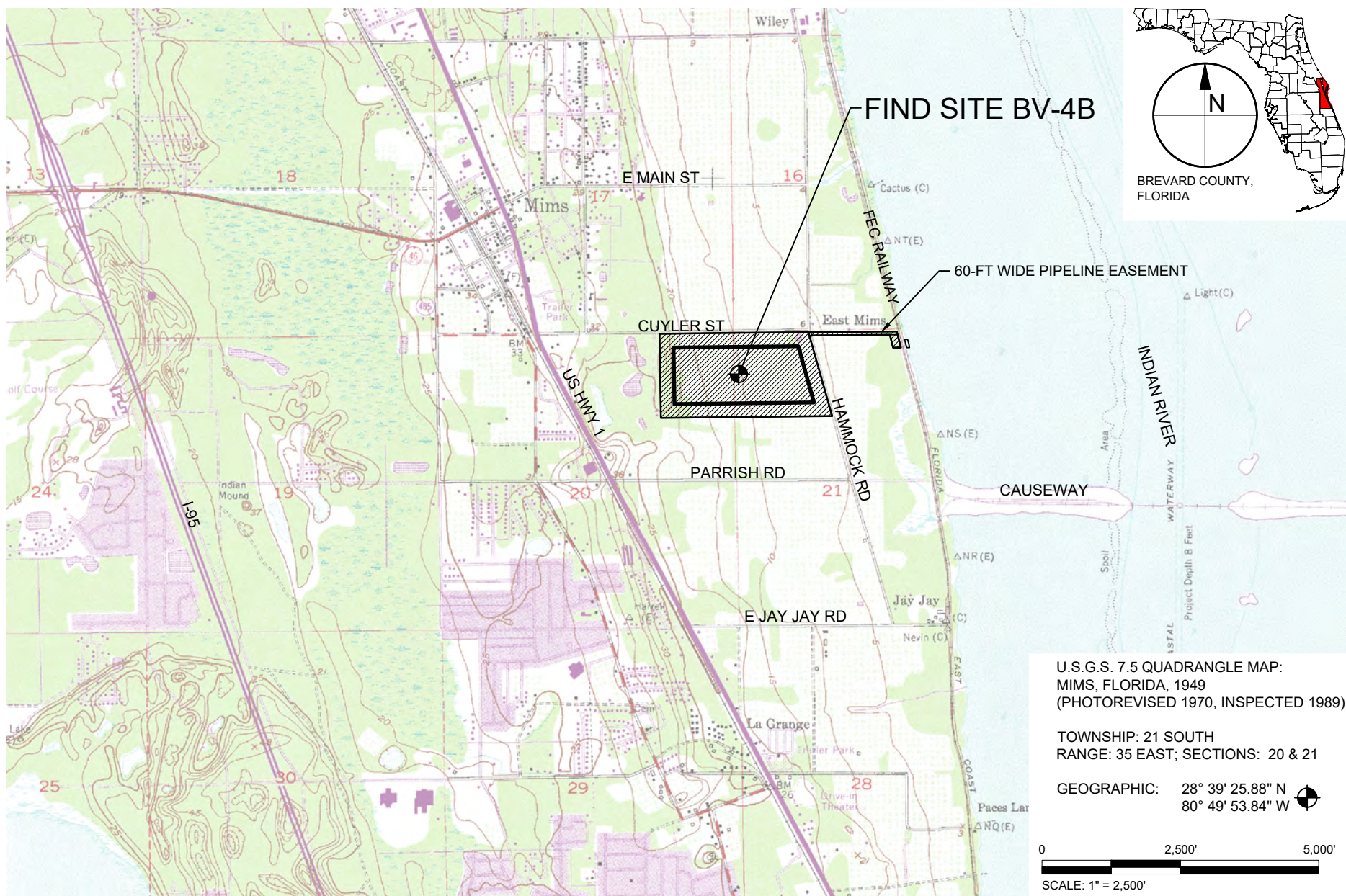
- Final waiver and release of lien
- Final pay application
- Post-construction record drawings
- Post-construction/as-built survey

Taylor Engineering will help FIND coordinate permit-related submittals during and post-construction. Following completion of the project, we will prepare and submit a statement of completion and a certification in accordance with permit requirements.

ESTIMATED SCHEDULE

| TASK | | MONTHS FROM NOTICE TO PROCEED | | | | | | | | | | | | | | | | | | | |
|------|-------------------------------------|-------------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1 | Bid Administration* | | | | | | | | | | | | | | | | | | | | |
| 2 | Construction Administration | | | | | | | | | | | | | | | | | | | | |
| 3 | Project Close-out and Certification | | | | | | | | | | | | | | | | | | | | |
| 4 | Grassing Establishment | | | | | | | | | | | | | | | | | | | | |

*Bid Administration has already occurred and is not reflected in the schedule



U.S.G.S. 7.5 QUADRANGLE MAP:
MIMS, FLORIDA, 1949
(PHOTOREVISED 1970, INSPECTED 1989)

| | |
|----------|--------------|
| PROJECT | C2014-026-03 |
| DRAWN BY | AF |
| SHEET | |
| DATE | NOV 2022 |

ATTACHMENT B

FIND BV-4B DMMA Bid Assistance and Construction

Administration Cost Summary

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2022-171: FIND DMMA BV-4B BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION

TASK 1: Bidding Assistance and Contractor Selection

| <i>Labor</i> | Hours | Cost | Task Totals |
|--|-------|----------|-------------|
| Vice President/Principal | 6.0 | 1,482.00 | |
| Senior Advisor | 4.0 | 1,028.00 | |
| Senior Professional | 33.0 | 6,567.00 | |
| Project Professional | 56.0 | 8,904.00 | |
| Total Man-Hours | 99.0 | | |
| Labor Cost | | | 17,981.00 |
| <i>Non-Labor</i> | Units | Cost | |
| Mileage - 1 Roundtrip x 292 miles/trip | 292.0 | 182.50 | |
| Fee @ 10.0% | | 18.25 | |
| Total Non-Labor Cost | | | 200.75 |
| <i>Total Task 1</i> | | | 18,181.75 |

TASK 2: Pre-Construction Coordination

| <i>Labor</i> | Hours | Cost | Task Totals |
|---|-------|----------|-------------|
| Vice President/Principal | 8.0 | 1,976.00 | |
| Senior Advisor | 8.0 | 2,056.00 | |
| Senior Professional | 38.0 | 7,562.00 | |
| Project Professional | 56.0 | 8,904.00 | |
| Total Man-Hours | 110.0 | | |
| Labor Cost | | | 20,498.00 |
| <i>Non-Labor</i> | Units | Cost | |
| Mileage - 2 Roundtrips x 292 miles/trip | 584.0 | 365.00 | |
| Lunch | 2.0 | 30.00 | |
| Non-Labor Cost | | 395.00 | |
| Fee @ 10.0% | | 39.50 | |
| Total Non-Labor Cost | | | 434.50 |
| <i>Total Task 2</i> | | | 20,932.50 |

P2022-171: FIND DMMA BV-4B BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION**TASK 3: Construction Administration**

| <i>Labor</i> | Hours | Cost | Task Totals |
|--|----------|------------|---------------|
| Vice President/Principal | 40.0 | 9,880.00 | |
| Senior Advisor | 20.0 | 5,140.00 | |
| Senior Professional | 289.0 | 57,511.00 | |
| Project Professional | 1,678.0 | 266,802.00 | |
| Staff CAD Designer | 12.0 | 1,080.00 | |
| Total Man-Hours | 2,039.0 | | |
| Labor Cost | | | 340,413.00 |
| <i>Non-Labor</i> | Units | Cost | |
| Mileage - 49 Roundtrips x 292 miles/trip | 14,308.0 | 8,942.50 | |
| Mileage - 101 Roundtrips x 96 miles/trip | 9,696.0 | 6,060.00 | |
| Daily incidentals, water, meals (Man Days) | 150.0 | 2,250.00 | |
| Non-Labor Cost | | 17,252.50 | |
| Fee @ 10.0% | | 1,725.25 | |
| Total Non-Labor Cost | | | 18,977.75 |
| <i>Total Task 3</i> | | | \$ 359,390.75 |

TASK 4: Project Closeout and Certification

| <i>Labor</i> | Hours | Cost | Task Totals |
|--|-------|----------|--------------|
| Vice President/Principal | 10.0 | 2,470.00 | |
| Senior Advisor | 10.0 | 2,570.00 | |
| Senior Professional | 22.0 | 4,378.00 | |
| Project Professional | 42.0 | 6,678.00 | |
| Staff CAD Designer | 8.0 | 720.00 | |
| Total Man-Hours | 92.0 | | |
| Labor Cost | | | 16,816.00 |
| <i>Non-Labor</i> | Units | Cost | |
| Mileage - 2 Roundtrips x 292 miles/trip | 584.0 | 365.00 | |
| Daily incidentals, water, meals (Man Days) | 3.0 | 45.00 | |
| Non-Labor Cost | | 410.00 | |
| Fee @ 10.0% | | 41.00 | |
| Total Non-Labor Cost | | | 451.00 |
| <i>Total Task 4</i> | | | \$ 17,267.00 |

Project Total \$ 415,772.00

BONN ENVIRONMENTAL SERVICES AND TECHNOLOGIES, INC.

November 7, 2022

PJAX22-1020

Mr. Mark Crosley
Mr. Ian Eyeington
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477

Subject: Proposal for FIND SJ-14 30 Continuous Weekly Groundwater & Surface Water Sampling Events During Dredging
St. Johns Co. Dredge Material Management Area SJ-14
SR 210 (Palm Valley Rd), Nocatee, FL, St. Johns Co. 32081

Dear FIND:

Bonn Environmental Services and Technologies, Inc. (BEST) is submitting this proposal to the Florida Inland Navigation District (FIND) for 30 continuous weekly groundwater & surface water sampling events during dredging (six MWs & 2 SWs) at St. Johns Co. Dredge Material Management Area SJ-14. Our proposed scope of work, estimated cost, and schedule to perform this work are presented below.

BACKGROUND

FIND's St. Johns County DMMA SJ-14 is located in the NE portion of St. Johns County and on the south side of SR 210 (Palm Valley Rd) in the Nocatee community. SJ-14 is also located approximately 2,600 ft W of Davis Park Rd in Sections 55 & 32, Township 4 South, and Range 29 East of St. Johns County.

On November 1, 2022, FIND requested a proposal via email for 30 continuous weekly groundwater sampling & surface water events during dredging (six MWs & 2 SWs) at St. Johns Co. Dredge Material Management Area SJ-14 (the "site"). On November 3, 2022 FIND issued an email indicating only one written report is needed at the end of the project and to update and submit the XL spreadsheet monthly. The attached figure shows the location of the SJ-14 existing six monitoring wells at the site. The scope of work tasks are described below.

SCOPE OF WORK

Task 1: Groundwater & Surface Water Sampling for Laboratory Analyses

As per FIND's request, BEST will collect groundwater samples and water levels from the six site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, and MW-6) and two surface water samples from the perimeter ditch (SW-1 and SW-2 and locations designated by FIND) each week for 30 consecutive weeks during dredging. The attached figure shows the locations of the site wells. BEST will utilize an electronic water level indicator to collect depth to groundwater measurements at the six monitoring wells during each event. Afterwards, groundwater and surface water samples will be collected in general accordance with current FDEP SOP guidelines (DEP-SOP-001/01). Purge water will not be containerized. The samples will be collected with clean or decontaminated equipment, placed in clean laboratory-supplied containers, and transported to a Florida-certified laboratory for analyses. The groundwater samples will be analyzed for the following constituents:

- Chloride by EPA Method 300.0
- Total Dissolved Solids (TDS) by EPA Method 160.1
- Hydrogen Ion Activity (pH) by EPA Method 150.1 (by calibrated field meter)
- Turbidity by EPA Method 180.1 (Not Required)

Task 2: Summary Report of Findings

A Groundwater Monitoring Report will be prepared at the end of the continuous 30-week period to summarize the weekly sampling and monitoring activities. The report will include a description of the field activities (monitoring well & surface water sampling activities), as applicable. In addition, the report will include tables and figures showing the laboratory analytical data. The report submittal will be sealed by a Florida Licensed Geologist and submitted to the Client and/or FDEP approximately 14 days after the final sampling event, receipt of analytical data, and authorization to proceed. In addition and per FIND's November 3, 2022 email, BEST will compile the weekly data weekly on FIND's XL spreadsheet and submit it to find on a monthly basis (approximately every four weeks). It is the responsibility of the Client to provide reasonable access to the site (lock combinations, gate keys, mowing access trails, brush clearing around wells, etc., as applicable). In the event reasonable access is not provided, an additional charge may apply. A verbal report of the project findings will be available if requested by the Client. Per FIND's 2/24/17 email, PDF report will be submitted and no hardcopy. Lab & field data will also be submitted using FIND's Excel spreadsheet. In the event dredging is completed early or needs to be extended, FIND can cancel or continue this proposal via email.

BUDGET, SCHEDULE, PROJECT MANAGEMENT

Based upon the scope of work outlined herein, BEST is proposing a Lump Sum fee of \$33,900.00 per 30 continuous weekly groundwater & surface water sampling events. BEST requires written authorization to proceed. All work in this proposal will be under the direction of Mr. Gregory N. Bonn, P.G., Principal Hydrogeologist. An estimate of the scope of work and costs are listed below:

| Task | Cost (\$) |
|---|--------------------|
| 30 continuous weekly GW & SW sampling events (6 MWs & 2 SWs). Includes prep, field, lab mobilization, equipment rental costs and weekly compilation of continuous lab & field data and monthly email of XL spreadsheet to FIND (30 weeks at \$1,100.00 per weekly event). | 33,000.00 |
| Final Letter Report summarizing the 30-week event with lab & field data | <u>900.00</u> |
| Total Estimated Cost for 30 weekly events & Final Report | \$33,900.00 |

In the event, Find decides to continue weekly sampling beyond 30 weeks, the proposal shall remain in effect.

Compensation for any additional professional consulting services beyond the scope of work herein, that are not listed above will be based upon the actual time spent and tests performed in accordance with our General Terms and Conditions, or other negotiated terms and conditions mutually acceptable to the Client and BEST. No additional services will be performed without written authorization from the Client. These additional services include but are not limited to one or more of the following: 1)

additional correspondence; 2) additional soil boring and well installation; 3) permanent well installation; 4) additional sample collection, etc. An invoice will be presented upon completion of our services, and will be due upon receipt, or progress invoices will be presented throughout the duration of this project, with a final invoice upon completion of our services. The Client will be notified by BEST of any anticipated modifications to the cost estimate and schedule, as they become evident. BEST will not exceed the total estimated budget without prior authorization from the Client.

TERMS AND CONDITIONS

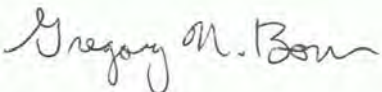
This change order request shall be governed by the General Terms and Conditions attached to this proposal, or other negotiated terms and conditions mutually acceptable to the Client and BEST. In the event of the latter, this change order request will be considered governed by such other terms and conditions accordingly.

APPROVAL AND ACCEPTANCE

BEST appreciates the opportunity to submit this proposal for your consideration. If our proposal request and General Terms and Conditions are acceptable as presented, please sign and return (retaining a copy for your records) to our attention at: P.O. Box 2621 Ponte Vedra Beach, FL 32004. In the interim, please return a signed copy of the proposal to me by fax at 904-683-0930, **or by e-mail at gbonn@comcast.net**, authorizing BEST to commence work on the project.

If you have any questions regarding this proposal, please call Greg at 904-504-7192 (mobile).

Sincerely,



Gregory N. Bonn, P.G.

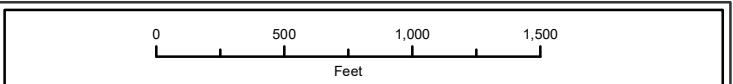
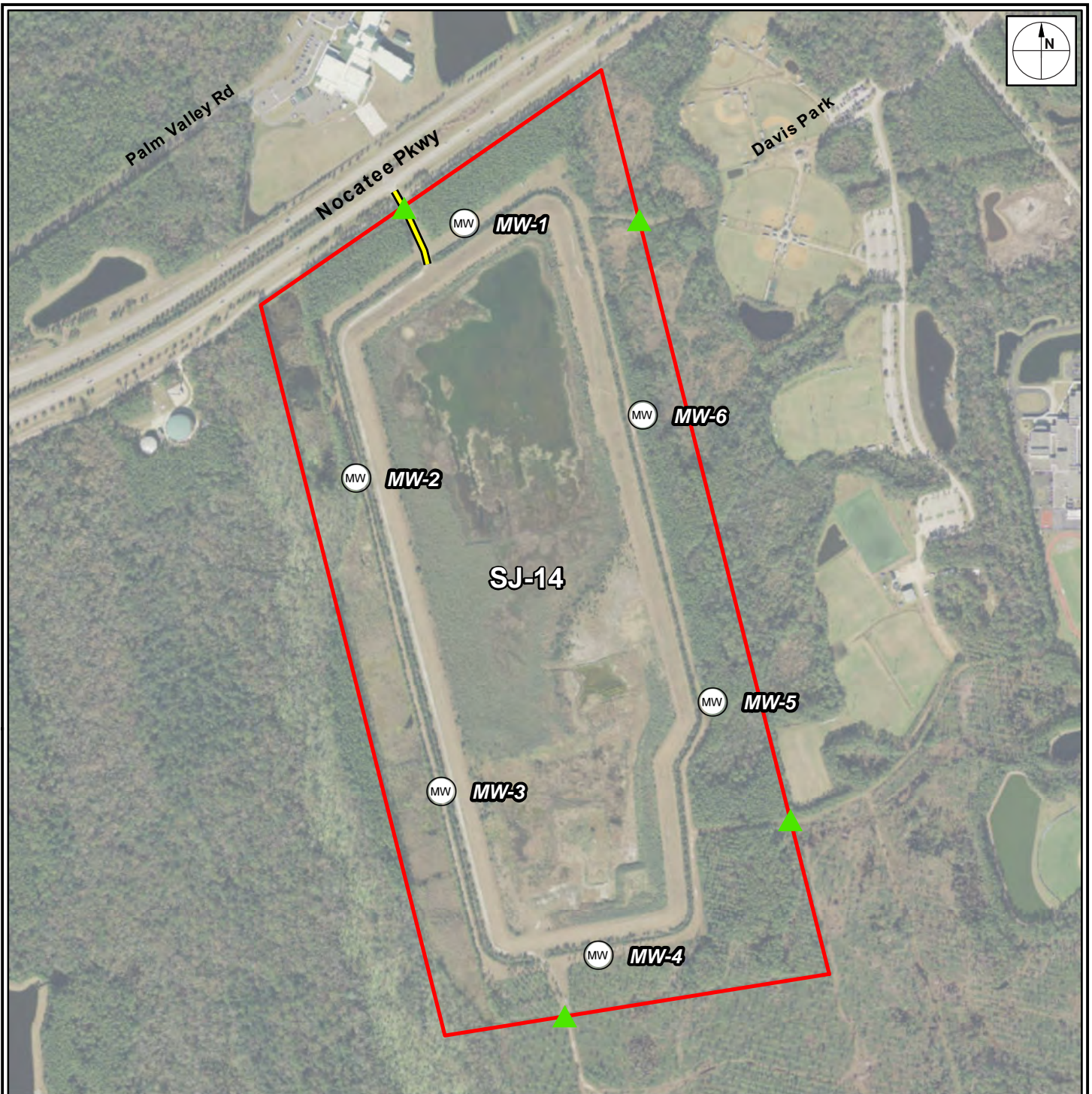
Principal Hydrogeologist

Attachments

General Terms and Conditions

This proposal is hereby accepted and executed by a duly authorized signatory for the party to whom this document is addressed.

Signature: _____
Printed Name: _____
Title: _____
Date: _____



| | | |
|---|--|---|
| <p>Legend</p> <ul style="list-style-type: none"> Gates Wells Access Road Site Boundary | | <p align="center">FLORIDA INLAND NAVIGATION DISTRICT PROPERTY MAP FOR SJ-14 ST. JOHNS COUNTY, FL</p> |
| <p>ACCESS COORDINATES: EASTING: 527,452 NORTHING: 2,103,238</p> | | |
| | | |

Standard of Care. Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions will be based solely on information available to the Consultant. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the data.

Risk Allocation. Many risks potentially affect the Consultant by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by the Consultant. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with the Consultant's liability, Client agrees to limit the Consultant's liability to Client and to all other parties for claims arising out of the Consultant's performance of the services described in this Agreement. The aggregate liability of the Consultant will not exceed \$50,000.00 or the amount of our fee, whichever is greater, for negligent professional acts, errors, or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon client written request provided that Client agrees to pay an additional consideration of 10 percent of the total fee or \$500.00, whichever is greater. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless the Consultant from and against all liabilities in excess of the monetary limit established above. Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join the Consultant as a third-party defendant. Parties mean Client and the Consultant and their officers, employees, agents, affiliates, and subcontractors.

Invoices and Payment Terms. Invoices will be submitted to Client every thirty (30) calendar days or at milestones for Services as set forth in the Proposal and Change Order(s), if any. In order to facilitate prompt payment to lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis. Payment in full is due upon receipt of Consultant's and subcontractor's direct pay invoices. Consultant has the right to withhold submittal of reports and deliverables and/or suspend work until all invoices, including the direct pay invoices of subcontractors that are Consultants contacts, have been paid by the Client or payment terms have been established in writing that are acceptable and in agreement with all parties. If Client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and will pay the portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the lesser of one and one-half percent (1.5%) per month or the highest legally permissible rate, will be applied to the outstanding undisputed balance for accounts not paid within thirty (30) calendar days from the billing date. Client agrees to pay all costs incurred in the collection of any delinquent undisputed amount.

All invoices will be prepared in Consultant's standard format and the preparation thereof is included in Consultant's rates. For time and materials or fixed unit price Services, the invoice will include a breakdown of labor, subcontractor, other direct costs and total amount due for Services performed during the billing period. For lump sum work, the invoice will include the percentage and equivalent fee due for Services performed during the billing period and to date. Invoices in other than Consultant's standard format or support documentation for any invoice will be provided at Client's written request and will be considered Additional Services. If Client utilizes a purchase order or similar system, it agrees to promptly issue such orders to Consultant. Failure of Client to issue its Purchase Orders in a timely manner will not relieve Client from its obligation of payment hereunder.

Dispute Resolution Costs. Should third-party dispute resolution be required through litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgement or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as the Consultant is concerned, the value of time spent shall be based upon the Consultant's prevailing fee schedule. Court litigation shall be performed in St. Johns County, Florida.

Site Access and Site Conditions. Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted the Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Safety. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, and adjacent to, or near the construction site.

Monitoring. If the Consultant is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, the Consultant will report observations and professional opinions to Client.

No action of the Consultant's or its site representative can be construed as altering any Agreement between Client and others. The Consultant or its representative has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, the Consultant's presence on site does not in any way guarantee the completion or quality of performance of the work of any party retained by Client to provide field or construction-related services. The Consultant will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by any agent of the Client.

Sampling or Test Location. Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representative. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Sample Disposal. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

Discovery of Unanticipated Hazardous Materials. Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed the Consultant of Client's findings relative to the possible presence of such materials. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for the Consultant to take immediate measures to protect health and safety. Client agrees to compensate the Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against the Consultant and, to the maximum extent permitted by law, agrees to defend, indemnify, and save the Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from the Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.

Termination. This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, the Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Ownership of Documents. All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory tests data, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of the Consultant. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client agrees that report reliance and reliance letters issued to Lenders and other parties are only valid upon Consultants receipt of payment for these services. Phase I ESA reliance letters are valid for 1 year. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement, without our written permission. At the request and expense of Client, the Consultant will provide Client with copies of documents created in the performance of this work for a period not exceeding five (5) years following submission of the report or reports contemplated by this Agreement.

Governing Law and Survival. The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Consultant's office, identified as "Consultant" in the Proposal for this project, is located. In addition, the Consultant and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Lassiter-Ware Insurance 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607 | CONTACT NAME: Wendy Tyree PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: wendyt@lassiterware.com |
| INSURED Bonn Environmental Services & Technologies, Inc. P.O. Box 2621 Ponte Vedra Beach FL 32004 | INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Insurance Company of New York INSURER B: Travelers Casualty & Surety Co of America INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 34452 31194 |

COVERAGES**CERTIFICATE NUMBER:** 22-23 Cert**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 7930118980000 | 05/11/2022 | 05/11/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7930118980000 | 05/11/2022 | 05/11/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N | N / A | UB5T4519862247G | 05/11/2022 | 05/11/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability (Claims-Made) Limits included with General Liability | | | 7930118980000 | 05/11/2022 | 05/11/2023 | Each Claim \$1,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Florida Inland Navigation District is included as additional insured under the terms and conditions of the attached forms on the General Liability policy, when additional insured status is required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| Florida Inland Navigation District 1314 Marcinski Road Jupiter FL 33477 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|-----------------------------------|-----------|---|--|
| AGENCY Lassiter-Ware Insurance | | NAMED INSURED Bonn Environmental Services & Technologies, Inc. | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement. | Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

Location And Description Of Completed Operations:

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

- A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
 - (1) Act primary to any other insurance available to the additional insured; and
 - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. Your work;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

plan. Upon approval, the permittee shall implement the contingency plan pursuant to the approved schedule.

c. The permittee shall implement the approved plan within 60 days of Department approval of the alternative mitigation plan, unless otherwise specified. The approved plan shall be made a part of this permit.

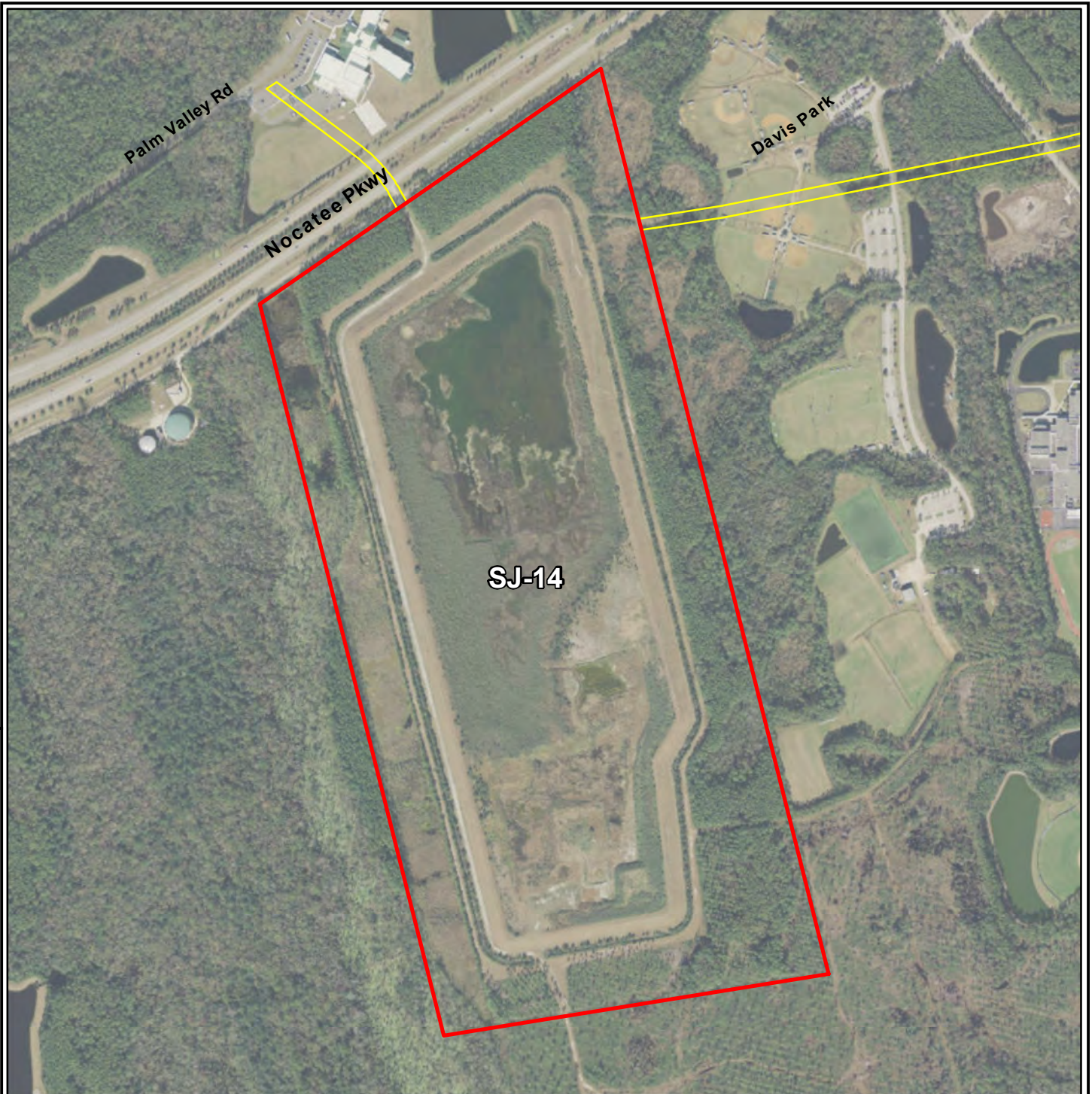
12. Baseline monitoring of all groundwater monitoring wells identified on the attached SJ-14 DMMA Proposed Site Plan map must be continued monthly for parameters of chlorides, total dissolved solids, and pH.

13. Upon operation of the facility, groundwater monitoring must be conducted on a weekly basis. Also, during the operation phase of the project, monitoring of the surface water in the perimeter ditch must be sampled on a weekly basis for the same parameters outlined above. Surface water sampling should be done in the perimeter ditch at the northwest and southwest corners of the facility. Weekly monitoring of the site should continue for three (3) months after the dredging operation has stopped. Monthly sampling of the site must resume after the operation phase has stopped and continue until the permittee and the Department agree that the facility is not a potential source for off-site saltwater contamination or a threat to the mitigation site or other surrounding freshwater wetlands.

14. If the Department or the permittee determines that there is a significant trend of elevated chlorides detected in the monitoring wells, such that an off-site violation of the applicable groundwater standard will occur, operation of the facility must be stopped or remedial activity implemented to prevent off-site groundwater contamination. Accurate trend analysis will require collection of a comprehensive set of baseline data. Baseline data must be collected for a minimum period of two (2) years prior to filling the site with dredge spoil. If the DMMA will be used before two years of data can be collected, baseline data collection will begin upon well installation and continue until the operation phase of the project.

15. If dredging operations are stopped due to elevated chlorides, the Department must be contacted in writing and remedial action must be taken immediately. Remediation may include draining the remaining spoil supernatant, providing a synthetic pond liner, or other action subject to approval by the Department.

16. Reporting of monitoring results must be provided to the Department annually, with a narrative summary of the results, and a graphical representation of the data for each well and surface water station. Additionally, a report of the weekly monitoring data must be provided to the Department at the end of an operation phase or filling event at the site.



| Site | SJ-14 |
|----------------------|---------------------------|
| Common Name | Nocatee |
| County/City | St. Johns/Unincorporated |
| Geographic Proximity | Palm Valley to Deep Creek |
| Acquisition Dates | 2/27/1995, 10/8/2009 |
| Status | Constructed |
| Year Constructed | 2004 |
| Reach/Cuts | SJ-I & II / SJ-4 to SJ-15 |
| Site Acres | 202.6 |
| Basin Acres | 103.02 |
| Design Capacity (cy) | 1,953,289 |

0 500 1,000 1,500
Feet

Legend

- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)



TAYLOR ENGINEERING, INC.

FIND DMMA SJ-14
Discharge Pipeline
Defect Replacement

St. Johns County, FL



Presented by Jerry Scarborough, P.E. and Jim Marino, P.E., D.CE
September 9, 2022



Project Overview

- Taylor Engineering worked with Atlantic Pipe Services (APS) to inspect and clean the SJ-14 permanent discharge pipeline for routine maintenance and in support of the upcoming dredging event (Palm Valley South – USACE)
- Upon inspection, a pipe failure was discovered below Ponte Vedra High School access road.
- Pipeline requires repair prior to use of DMMA
- Taylor has been in contact with several contractors to identify a viable repair or replacement options.



Project Location



- Pipe at location of defect consists of a 30"Ø HDPE carrier pipe slip-lined inside of a 36"Ø steel casing pipe. Annular space grouted.





Inspection Results



- The pictures above show the upstream and downstream ends of the critical failure (buckling).
- Measures approximately 25 feet long and locates under the school access road.
- Approximately 65% blockage.
- Man-entry investigation confirms carrier pipe failure (not liner) – full replacement required.



Path Forward

- Discussions with three pipeline contractors indicate a full replacement of the steel casing and HDPE carrier pipe is the only viable option for repair.
- Taylor proposes to provide final design documents and construction administration support
- A preliminary conversation with Petticoat-Schmitt, an experienced local civil contractor, included potential methods for replacement of the failed section of pipe, and an approximate construction timeline and budget.
 - The contractor would dig access pits on each side of the roadway, remove the old casing pipe and install new by means of hammering the new casing pipe in while simultaneously cutting the defective steel casing and HDPE carrier section out at the receiving pit. Time needed to construct: 8 weeks (preliminary discussions)
 - Construction will not impact local pedestrian or traffic operations to High School. County permit will still be required.

DREDGE MATERIAL MANAGEMENT AREA SJ-14 DISCHARGE PIPELINE DEFECT REPLACEMENT BY PIPE RAMMING ST JOHNS COUNTY, FLORIDA

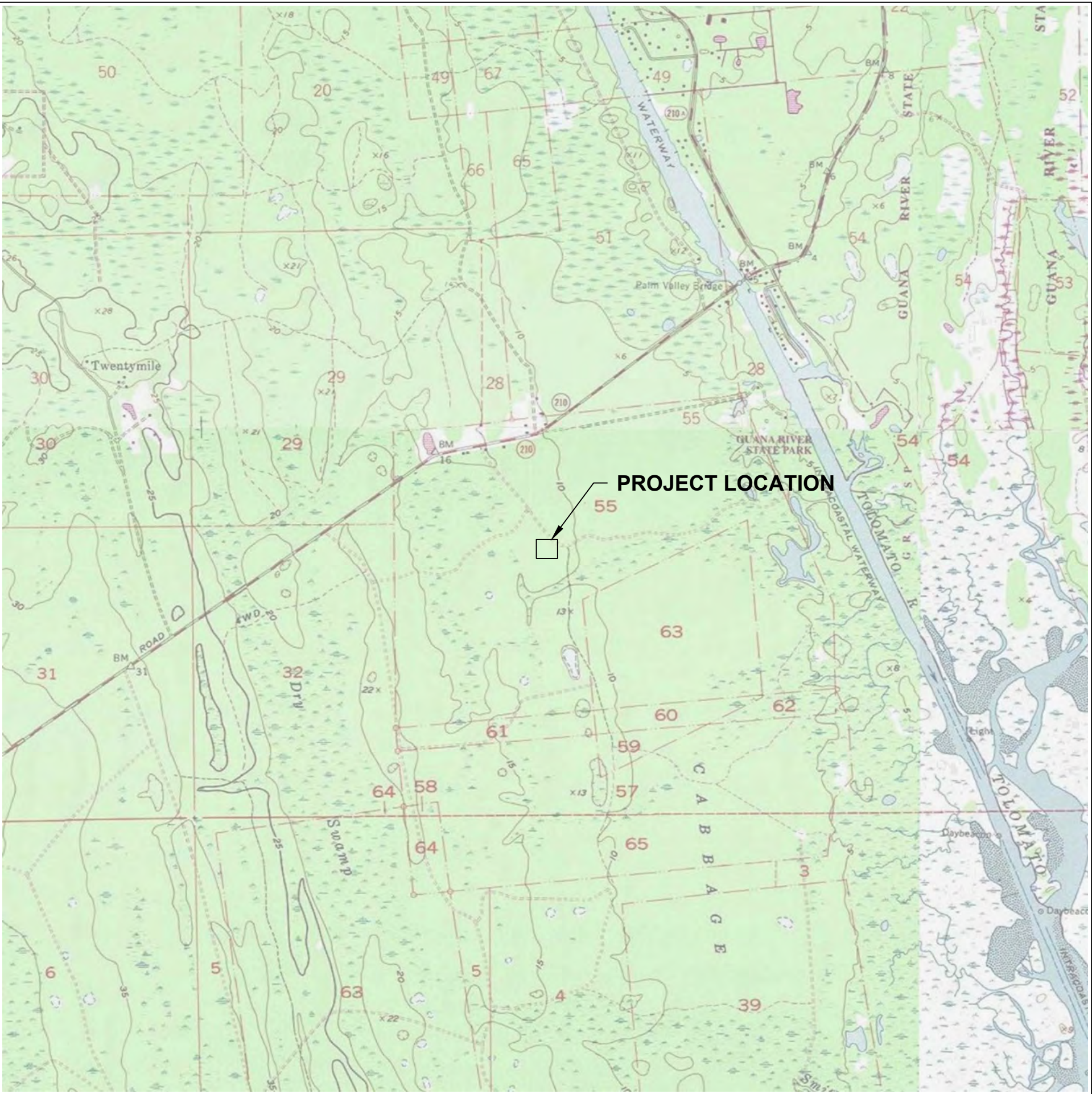


LOCATION MAP
N.T.S.



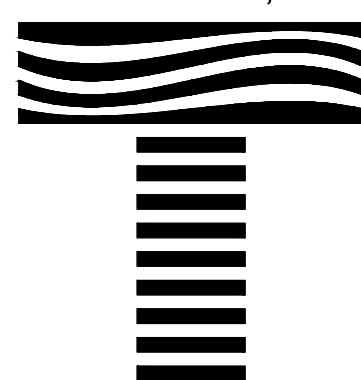
DRAWING INDEX

- C-1 TITLE SHEET
- C-2 GENERAL NOTES AND PROJECT OVERVIEW
- C-3 EXISTING CONDITIONS
- C-4 ROAD CROSSING REPAIR PLAN AND PROFILE WITH AERIAL
- C-5 ROAD CROSSING REPAIR PLAN AND PROFILE
- C-6 MANHOLE DEMOLITION AND PIPE INSTALLATION
- C-7 EROSION CONTROL DETAILS



VICINITY MAP
1"= 2000' (22x34)
1"= 4000' (11x17)

Call 811 before you dig.

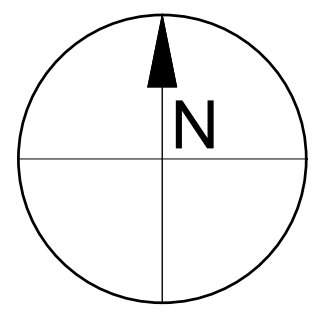
| | | | |
|---|---|-----------|-----------------------------|
| <div>TAYLOR ENGINEERING, INC.</div> <div></div> <div>10199 SOUTHSIDE BLVD SUITE 310 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 REGISTRY # 4815</div> | | | SEAL |
| | PROJECT TITLE | | |
| | DREDGE MATERIAL MANAGEMENT AREA SJ-14 DISCHARGE PIPELINE DEFECT REPLACEMENT BY PIPE RAMMING ST JOHNS COUNTY, FLORIDA | | KEITH A. KNIGHT P.E.# 58084 |
| | PROJECT NO | C2022-065 | C-1 SHEET 1 OF 6 |
| DATE | OCT 2022 | | |
| 7 | 8 | | |

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE WORK FOR INSPECTION BY THE EOR, ENGINEER, AND OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE EOR AND THE ENGINEER AS NECESSARY FOR CONSTRUCTION INSPECTION. THE CONTRACTOR SHALL NOTIFY THE EOR AND THE ENGINEER AT APPROPRIATE AND APPROVED TIMES DURING THE COURSE OF THE WORK THAT THE CONTRACTOR IS READY FOR INSPECTION. WORK THAT IS ASSEMBLED OR COVERED SO THAT THE ENGINEER CANNOT INSPECT THE WORK PROPERLY SHALL BE DISASSEMBLED, UNCOVERED, OR DESTROYED AS NECESSARY FOR INSPECTION. THE COSTS OF REPAIR OR RESTORATION OF THIS WORK SHALL BE BORNE SOLELY BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL PROVIDE PERSONNEL AND EQUIPMENT FOR THE ENGINEER TO OBSERVE AND INQUIRE ABOUT THE WORK. THIS MAY INCLUDE PROJECT MANAGERS, SUPERINTENDENTS, FOREMEN, LABORERS, LADDERS, HARD HATS, BOATS, LIFE JACKETS, LIFTS, SCAFFOLDING, MEASURING DEVICES, SURVEY EQUIPMENT, ETC.
4. ALL REQUIRED SUBMITTALS OR MANUFACTURER'S INFORMATION SHALL BE IN U.S. CUSTOMARY UNITS. ALL SUBMITTALS USING METRIC UNITS WILL BE REJECTED AND RETURNED WITHOUT COMMENT.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
6. THE CONTRACTOR SHALL LOCATE ALL ABOVE-GROUND AND BELOW-GROUND UTILITIES BEFORE BEGINNING WORK.
7. IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT NOT CLARIFIED BY ADDENDUM, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE ENGINEER'S INTERPRETATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT FACILITIES CAUSED BY HIS ACTIVITIES DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL RESTORE ALL SUCH DAMAGES TO THEIR PRE-CONSTRUCTION CONDITION AT NO COSTS TO THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHORING AND DEWATERING OF ALL OPEN EXCAVATIONS, SHORING AND TRENCHING SHALL COMPLY WITH OSHA STANDARDS AND THE FLORIDA SAFE TRENCH ACT.
10. DRAINAGE FROM STORMWATER, GROUND WATER, OR DE-WATERING SHALL BE CONTROLLED ONSITE. DRAINAGE NOT PREVIOUSLY DISCHARGED OFFSITE SHALL NOT BE DISCHARGED TO ADJACENT PROPERTIES DURING THE COURSE OF THE WORK.
11. ONSITE SOILS SHALL NOT BE ALLOWED TO ERODE OR OTHERWISE MOVE TO ADJACENT PROPERTIES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BARRIERS AND SIGNS ADEQUATE TO PREVENT NORMAL PUBLIC ACCESS.
13. THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS AND SHALL KEEP A RECORD OF ALL DEVIATIONS FROM THE ORIGINAL DRAWINGS MARKED IN RED PENCIL OR PEN.
14. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SHORING, BRACING, OR OTHER MEANS/METHODS NECESSARY TO STABILIZE THE STRUCTURE UNTIL COMPLETED WITH ALL COMPONENTS INSTALLED. UNLESS SPECIFICALLY STATED IN THE DRAWINGS, THE CONTRACTOR SHALL ASSUME THE EOR HAS ONLY DESIGNED THE STRUCTURE(S) FOR THE FINAL CONSTRUCTED AND ASSEMBLED STATE AS SHOWN ON THE DRAWINGS.
15. ALL PERMANENT MATERIAL SHALL BE NEW, USED, RECONDITIONED, OR REMANUFACTURED MATERIAL SHALL NOT BE USED UNLESS APPROVED BY THE OWNER IN WRITING.
16. ALL STORAGE OR STOCKPILING OF TOOLS AND MATERIAL, AND OPERATION OF HEAVY EQUIPMENT ASSOCIATED WITH CONSTRUCTION SHALL BE LIMITED TO AREAS AUTHORIZED BY THE ENGINEER.
17. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, COUNTY, AND MUNICIPAL RULES AND REGULATIONS.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NOT SUPPLIED BY THE OWNER. COSTS OF OBTAINING PERMITS NOT SUPPLIED BY THE OWNER SHALL BE BORNE BY THE CONTRACTOR. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: NPDES PERMIT (OR NOI), CLEARING OR LAND DISTURBANCE PERMITS, TREE IMPACT PERMITS, CITY OR COUNTY BUILDING PERMITS, DRIVEWAY OR ENTRANCE PERMITS, TEMPORARY UTILITIES PERMITS, ETC.
2. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION CONTROL MEASURES AS NECESSARY TO COMPLY WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. ALL WETLAND AREAS AND WATER BODIES OUTSIDE THE SPECIFIC LIMITS OF CONSTRUCTION SHALL BE PROTECTED FROM EROSION, SILTATION, SCOURING, AND/OR DEWATERING. WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY, EROSION BARRIERS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR PLACEMENT OF FILL MATERIAL. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED AREAS ARE STABILIZED.
3. EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS ARE A MINIMUM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY PERMIT AUTHORITIES. ANY ADDITIONAL EROSION CONTROL MEASURES SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COSTS TO THE OWNER.
4. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER OF RECORD AND CEASE WORK IN THE AREA THE ARTIFACTS WERE IDENTIFIED.
5. THE CONTRACTOR SHALL INCLUDE THE COST OF AN AS-BUILT SURVEY IN THE BID PRICE. THE AS-BUILT SURVEY SHALL BE SIGNED AND SEALED BY A PROFESSIONAL SURVEY LICENSED IN THE STATE THE PROJECT IS IN AND SHALL SHOW THE LOCATION AND ELEVATION OF ALL CONSTRUCTED FEATURES.

1. ALL UNITS ARE IN FEET UNLESS NOTED OTHERWISE
2. HORIZONTAL DATUM = STATE PLANE COORDINATES NAD83/FLORIDA EAST
3. VERTICAL DATUM = NAVD 88

1. CLEARING AND GRUBBING SHALL NOT BE PERFORMED OUTSIDE THE CONTRACTOR WORK LIMITS UNLESS AUTHORIZED BY THE ENGINEER IN WRITING.
2. THE CONTRACTOR SHALL REMOVE THE EXISTING STEEL CASING PIPE AND CARRIER PIPE AND INSTALL A NEW STEEL CASING PIPE USING PIPE RAMMING METHOD.
3. THE ASPHALT ROADWAY SHALL NOT BE DISTURBED AND SHALL REMAIN OPEN AT ALL TIMES UNLESS AUTHORIZED OTHERWISE BY THE ENGINEER IN WRITING.
4. ALL DISTURBED AREAS WITHIN THE ROAD RIGHT-OF-WAY AND WEST OF ROADWAY, OTHER THAN SOCCER FIELD, SHALL BE SODDED WITH BAHIA SOD. THE SOCCER FIELD SHALL BE SODDED WITH CERTIFIED BERMUDA 419 TURF GRASS. ALL OTHER DISTURBED AREAS SHALL BE HYDROSEED.
5. ALL DAMAGED STRUCTURES SHALL BE RESTORED OR REPLACED IN-KIND AND IN ACCORDANCE WITH COUNTY STANDARDS
6. ROADWAY SETTLEMENT OVER 2" IN HEIGHT OR SETTLEMENT THAT RESULTS IN CRACKED ASPHALT SHALL BE REPAIRED IN ACCORDANCE WITH COUNTY REQUIREMENTS AT NO COST TO THE OWNER.
7. THE CONTRACTOR SHALL ACQUIRE ALL DEWATERING PERMITS. FEES SHALL BE PAID BY THE CONTRACTOR AND INCLUDED IN THE BID PRICE.
8. AFTER REPAIR THE PIPELINE SHALL BE PRESSURE TESTED IN ACCORDANCE WITH THE SPECIFICATIONS.



AL

WITH A. KNIGHT P.E.# 58084

**DREDGE MATERIAL MANAGEMENT AREA
SJ-14 DISCHARGE PIPELINE DEFECT
REPLACEMENT BY PIPE RAMMING**
ST. JOHNS COUNTY, FLORIDA

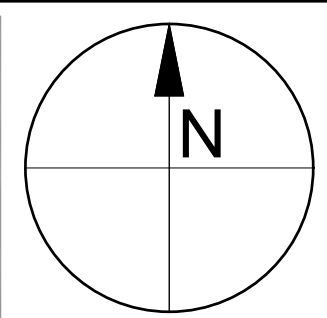
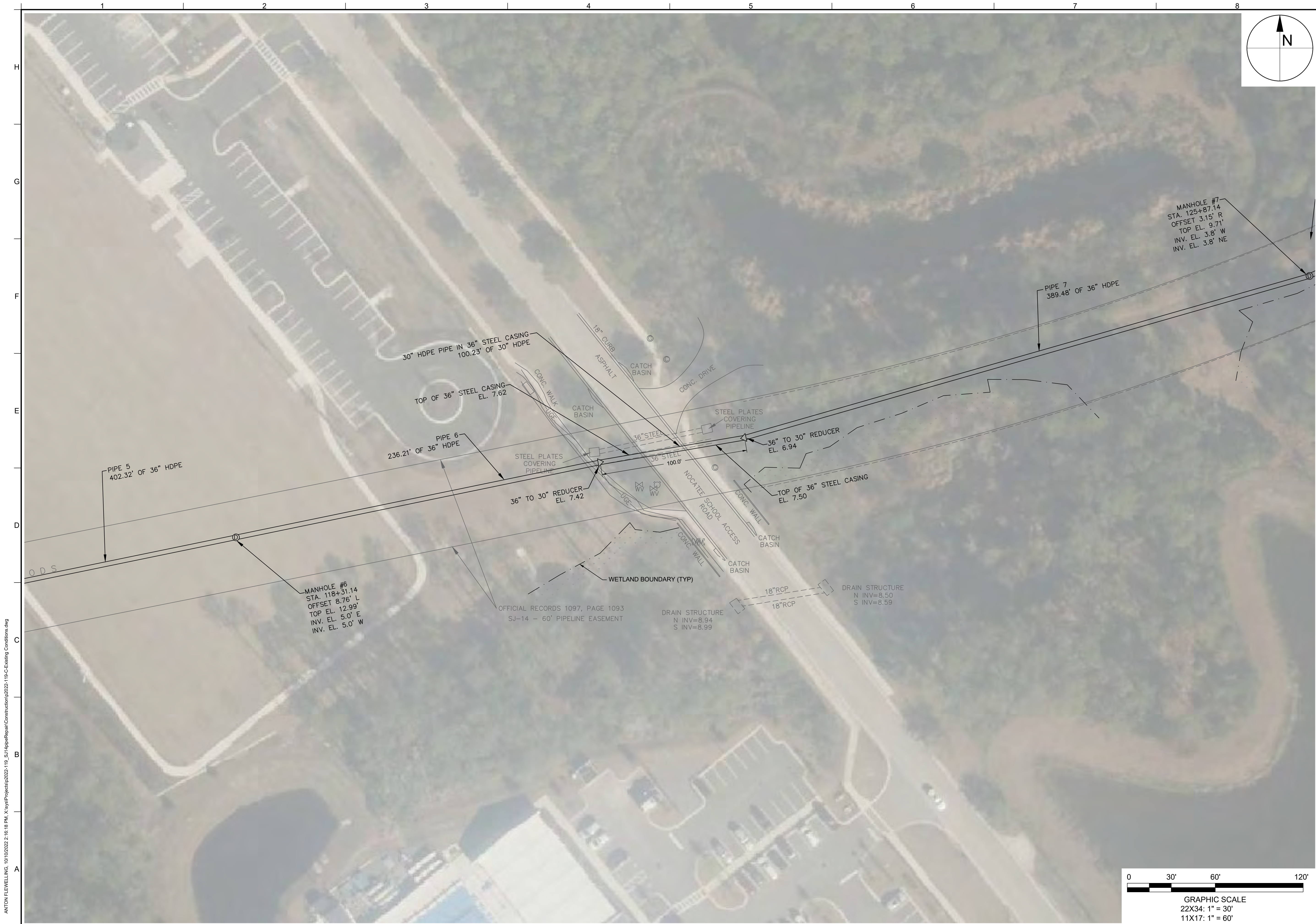
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| PROJECT NO | C2022-065 |
| DATE | OCT 2022 |
| SIGNED | JBB |
| AWN | AF |
| CHECKED | KAK |
| VIEWED | JTA |

GENERAL NOTES AND PROJECT OVERVIEW

C-2

SHEET 2 OF 6



TAYLOR
ENGINEERING, INC.

10199 SOUTHSIDE BLVD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

KEITH A. KNIGHT P.E.# 58084

PROJECT TITLE

DREDGE MATERIAL MANAGEMENT AREA
SJ-14 DISCHARGE PIPELINE DEFECT
REPLACEMENT BY PIPE RAMMING
ST. JOHNS COUNTY, FLORIDA

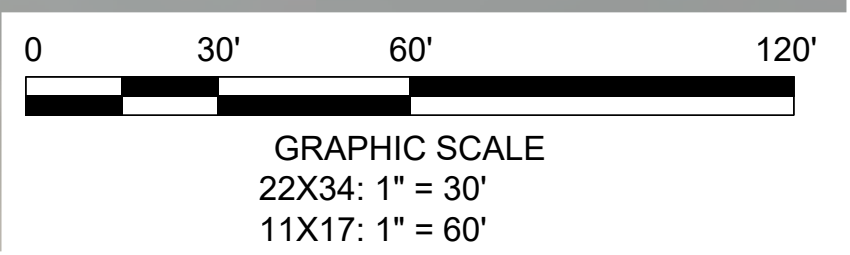
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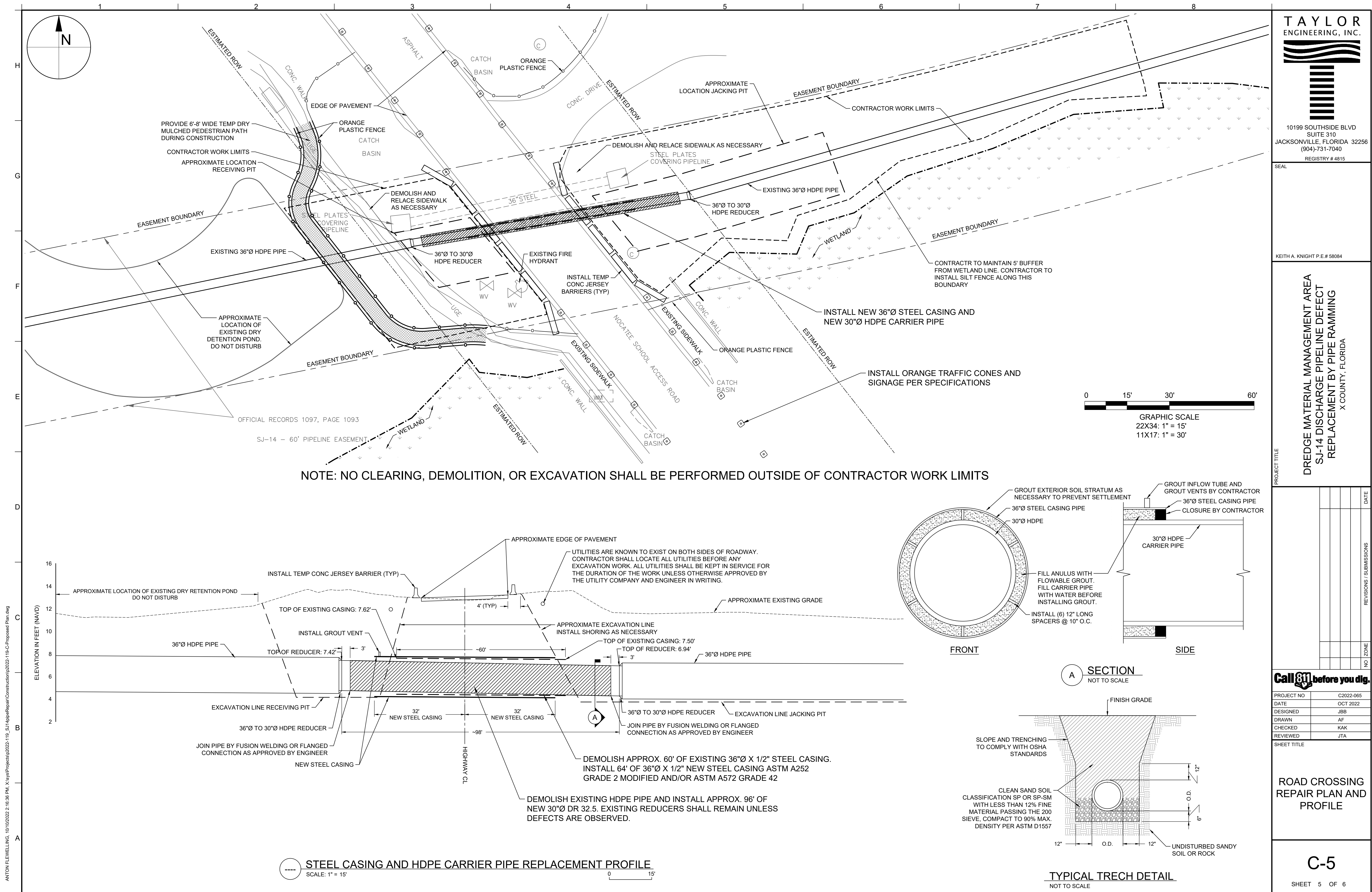
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| DESIGNED | | JBB |
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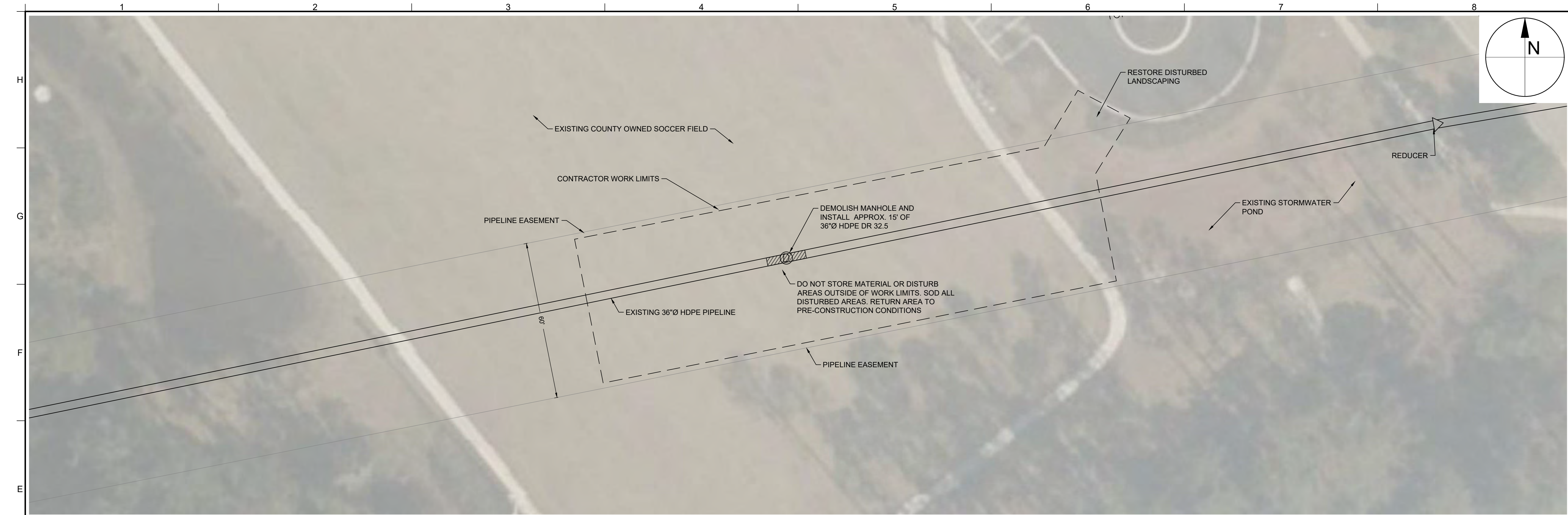
SHEET TITLE

EXISTING
CONDITIONS

ANTON FLEVELLING, 10/10/2022 2:16:18 PM, X:\aya\Projects\2022-119_SJ14\Hhpe\Repair\Construction\2022-119-C-Existing Conditions.dwg

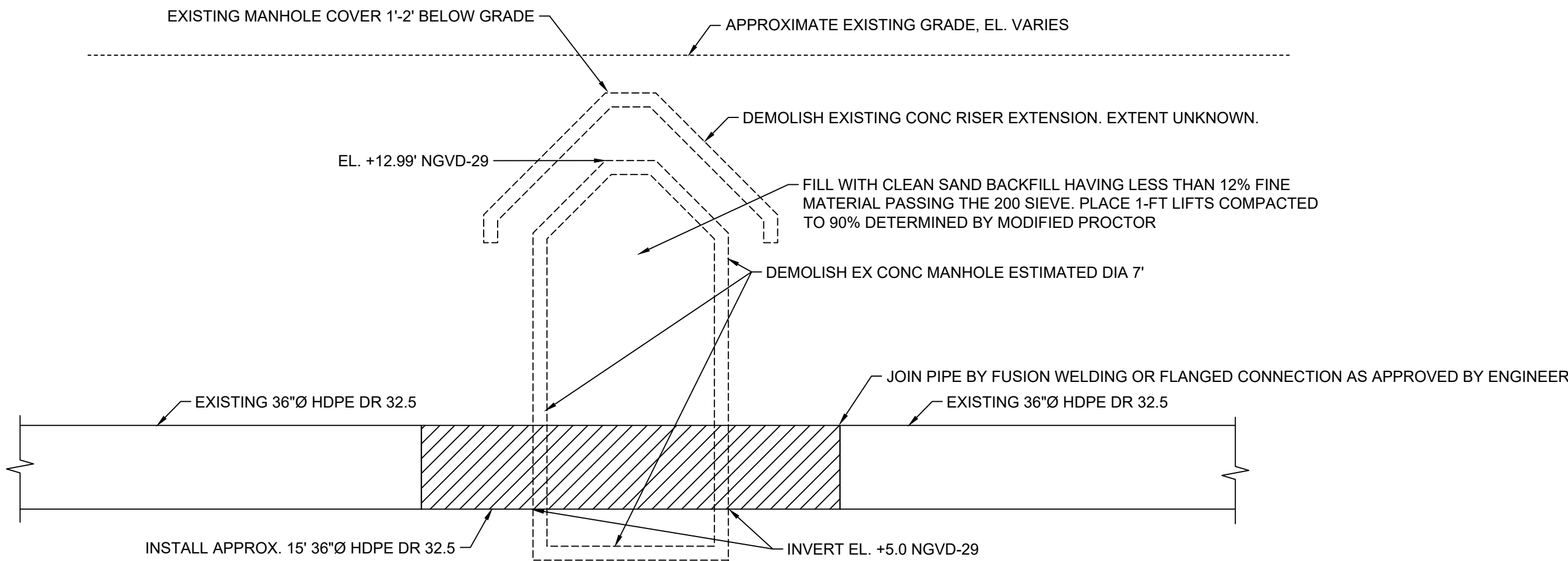






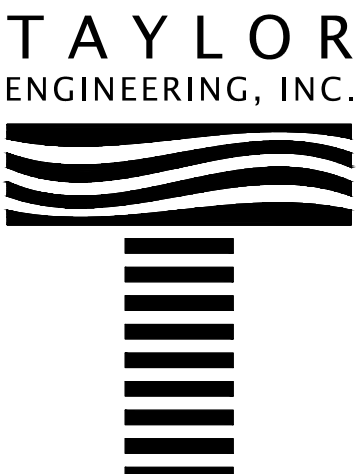
MANHOLE DEMOLITION AND PIPE JOINING PLAN

SCALE: 1" = 20'



MANHOLE DEMOLITION AND PIPE INSTALLATION DETAIL

NOT TO SCALE



10199 SOUTHSIDE BLVD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

KEITH A. KNIGHT P.E. #58084

DREDGE MATERIAL MANAGEMENT AREA
SJ-14 DISCHARGE PIPELINE DEFECT
REPLACEMENT BY PIPE RAMMING
ST. JOHNS COUNTY, FLORIDA

| NO. | ZONE | REVISIONS / SUBMISSIONS | DATE |
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Call 811 before you dig.

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| REVIEWED | JTA |

MANHOLE
DEMOLITION AND
PIPE INSTALLATION

C-6

SHEET XX OF XX

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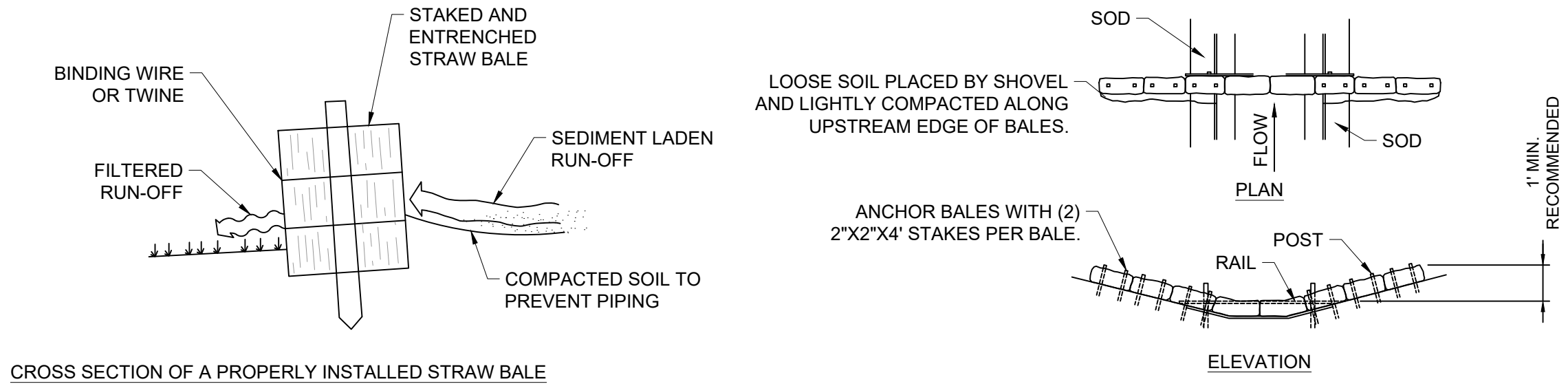
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| Call 811 before you dig. | |
| PROJECT NO | C2022-065 |
| DATE | OCT 2022 |
| DESIGNED | JBB |
| DRAWN | AF |
| CHECKED | KAK |
| REVIEWED | JTA |

SHEET TITLE

EROSION CONTROL
DETAILS

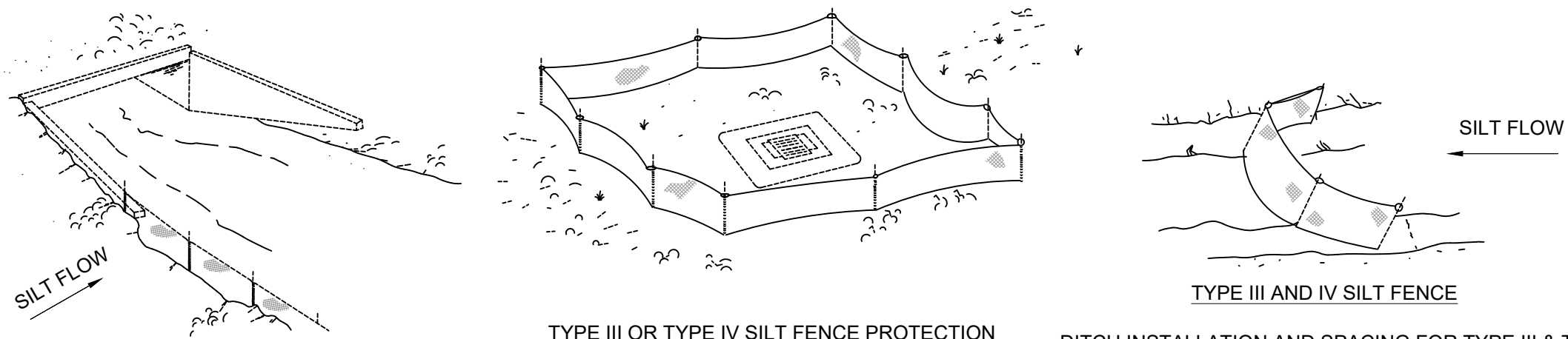
C-7

SHEET 6 OF 6



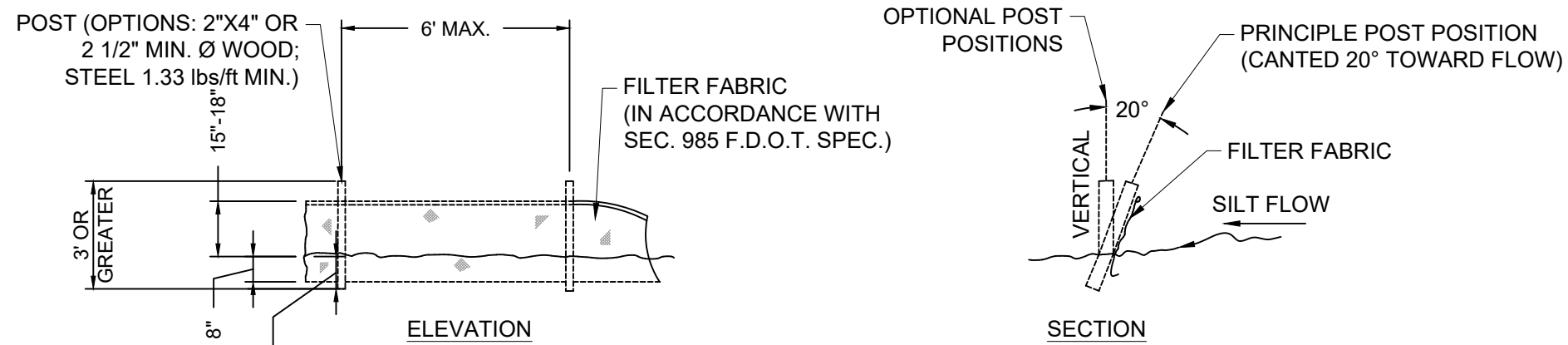
SPACING: BALE BARRIERS FOR PAVED DITCHES SHOULD BE SPACED IN ACCORDANCE WITH CHART I, SHEET 1 OF 3, INDEX NO. 102 OF THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS.

STRAW BALE BARRIER FOR PAVED DITCH

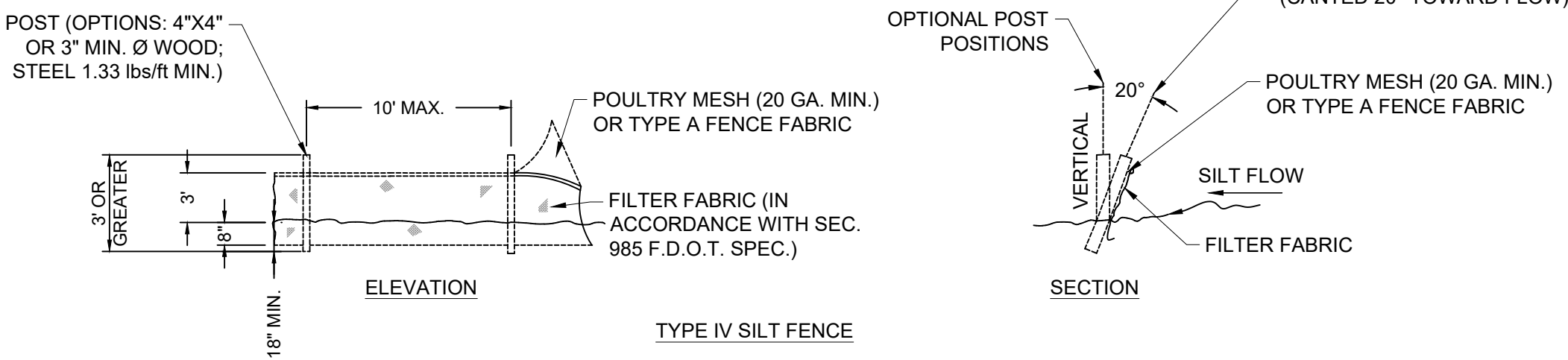


TYPE III OR TYPE IV SILT FENCE

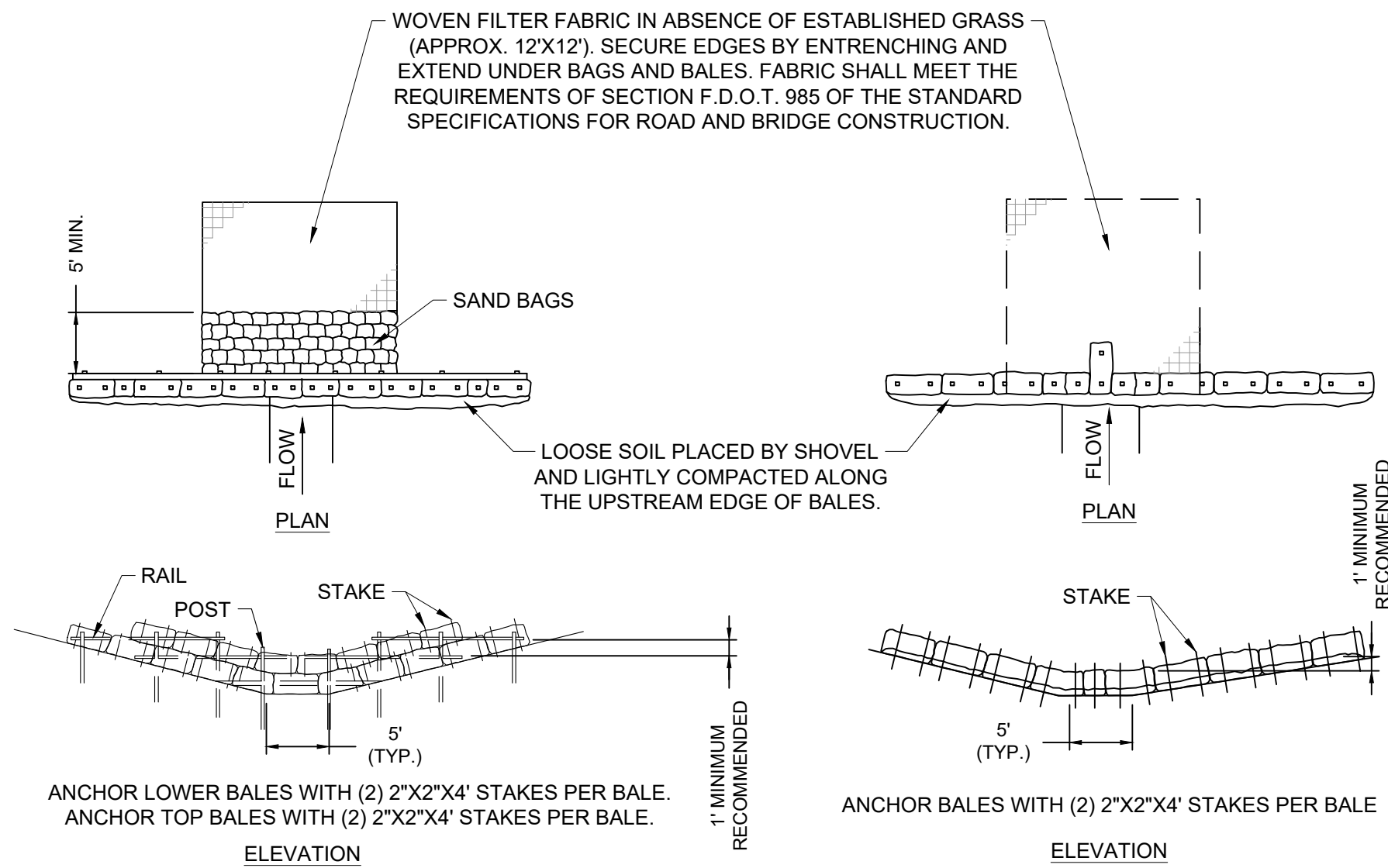
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



TYPE III SILT FENCE



TYPE IV SILT FENCE

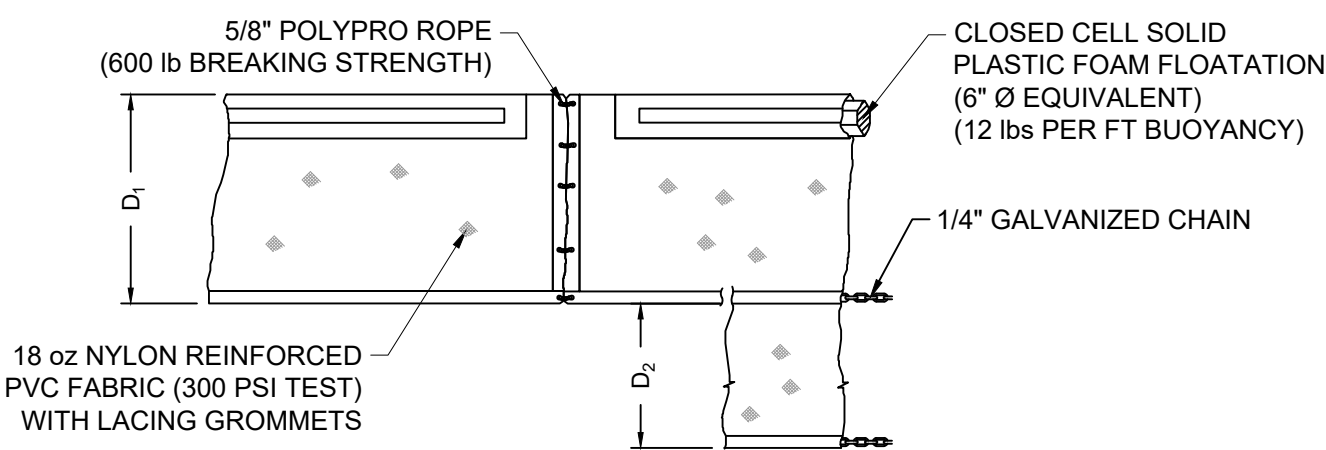


TYPE II

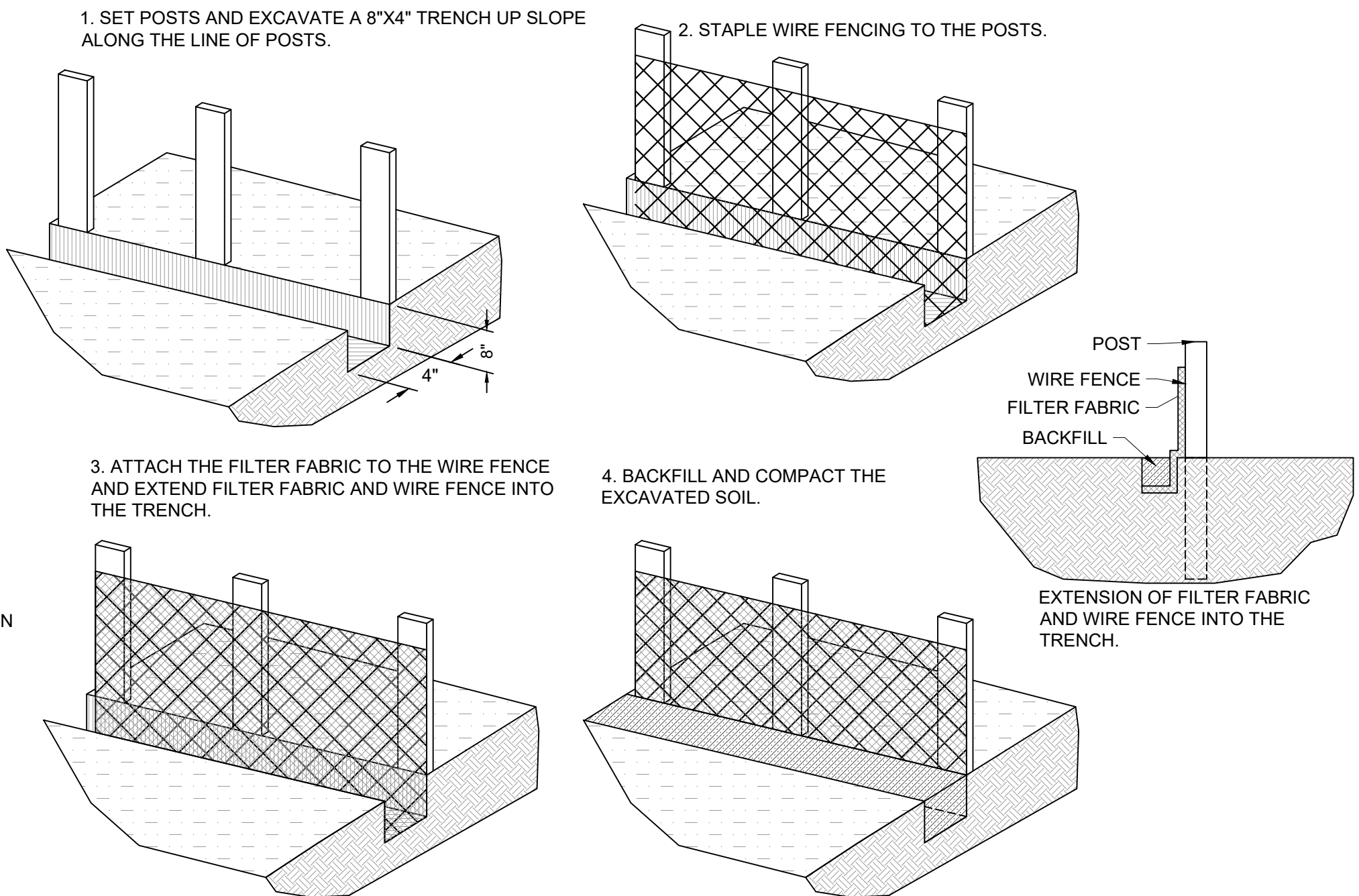
APPLICATION AND SPACING OF TYPES I & TYPES II HAY BALE BARRIERS SHALL BE IN ACCORDANCE WITH SHEET 3 OF 3, F.D.O.T. INDEX NO. 102

TYPICAL STRAW BALE DETAIL

TYPE I



FLOATING TURBIDITY BARRIER - TYPE 1



SILT FENCE INSTALLATION DETAILS

Date: October 21, 2022

To: Taylor Engineering, Inc.

Attn: Jonathan Brumfield

Re: SJ-14 Discharge Pipeline Repair

Please find below our pipeline repair proposal for the above referenced project. Our price is based on plans provided by Taylor Engineering, sheets C-1 through C-6 dated October 2022.

Proposed Scope of Work:

Provide labor, material, and equipment for replacing the existing 36" casing by pipe ramming and installing a new 30" HDPE carrier pipe.

Detailed Description of Work (SOV and Clarifications attached are part of this proposal):

1. Minor clearing
2. Sidewalk demolition
3. Erosion Controls
4. Pipe Ram & Receiving pits
5. 36" Steel Casing Pipe
6. 30" HDPE Carrier Pipe
7. Grout fill annular space
8. Backfill and compact pits
9. Restoration
10. Maintenance of traffic
11. Compaction Testing, Survey and as-builts

LUMP SUM BASE BID PROJECT TOTAL

\$ 418,995.00

TERMS AND CONDITIONS

1. This quotation is offered for acceptance within thirty (30) days from the date shown above, after which date it will be subject to confirmation by Petticoat-Schmitt Civil Contractors, Inc. Upon the execution of this document and delivery to Petticoat-Schmitt Civil Contractors, Inc., this shall constitute a legal document subject only to final credit approval of owner. This contract shall be governed by the laws of the State of Florida.
2. Any contract or purchase order issued to Petticoat-Schmitt Civil Contractors, Inc. shall include or reference this quotation.
3. Monthly payments shall be paid the tenth of the month for all work performed during the prior month unless otherwise clarified herein. Work may be suspended in the event timely payment is not made. Final payment shall be due and payable upon final acceptance of all work performed by Petticoat-Schmitt Civil Contractors, Inc. All past due payments will be subject to interest at the maximum rate allowable by law together with the expenses incurred for collection of any late payments including but not limited to attorney's fees. All payments shall be made at the offices of Petticoat-Schmitt Civil Contractors, Inc. located at 6380 Philips Hwy, Jacksonville, FL 32216
4. Any work not specifically mentioned herein shall be considered a change in work. Any change in work or work not covered according to this quotation shall be subject to additional quotation and approval prior to commencement of work. Where there is a variance between the plans and specifications and this quotation, the scope of work quoted herein will supersede the plans and specifications.
5. Force account work will be billed and paid for separately from the work performed herein. Any force account work shall be approved by the Petticoat-Schmitt Civil Contractors, Inc. supervisor. No retainage shall be withheld from force account work.
6. Unless specifically identified herein, Petticoat-Schmitt Civil Contractors, Inc. shall not be responsible for: (1) removal and replacement of unsuitable materials including, but not limited to muck, marl, clay, organics, trash, debris or any other subsoil condition not readily visible prior to construction, (2) dewatering and abatement of natural springs or wells, (3) delays of work schedule due to strikes, acts of God, labor disputes, accidents, delays due to the owner or other contractors, inclement weather, or any other incidents beyond the control of Petticoat-Schmitt Civil Contractors, Inc., (4) excavation and/or backfilling of footings, retaining walls or any other structures not constructed by Petticoat-Schmitt Civil Contractors, Inc.
7. Unless specifically identified herein, performance and payment bond, bid bonds and/or maintenance bonds are not included.
8. All project information required by Petticoat-Schmitt Civil Contractors, Inc. to issue a notice to owner shall be provided prior to commencement of work.
9. All permits required to complete the work must be obtained by the owner or their agents prior to starting work. No permits shall be obtained by Petticoat-Schmitt Civil Contractors, Inc. unless specifically mentioned herein.

Thank you for the opportunity to quote this project.
Please sign and date below for acceptance.

Petticoat-Schmitt Civil Contractors, Inc.

Signed: _____
By: _____
Date: _____

Signed: Jeff Rumor
By: Jeff Rumor, Vice President
Date: 10-21-2022

BID CLARIFICATIONS – SJ-14 DISCHARGE PIPELINE DEFECT REPLACEMENT

1. This price is valid for 30 days. Due to current market conditions and force majeure clauses, material and fuel prices are subject to change at any time up to point of delivery. PSSC includes no escalation on these materials. We would require a reimbursement of any escalations from time of bid to point of pricing for increases.
2. Currently, the steel and HDPE pipe is available as of today however subject to change.
3. We anticipate 60 calendar days to complete this project. We anticipate a December 2022 start assuming we don't encounter procurement issues.
4. Proposal does not include utility conflicts that may arise.
5. Proposal does not include replacement of adjacent concrete drive or asphalt repairs.
6. Removal, disposal & replacement of buried debris/hazardous/contaminated material or associated dewatering, is not specifically excluded.
7. Tree protection, if required, by others.
8. Unsuitable soil removal and replacement not included.
9. All permits by others.
10. Proposal includes standard industry standard insurance. No special insurances included.
11. Repairs due to damage by others to silt fence is not included but can be provided on a T&M price basis.
12. Performance and Payment bonds are not included. If required, please add 1.5% to the total bid price.

SJ-14 DISCAHRGE PIPELINE REPAIR BY PIPE RAMMING
BID PROPOSAL
OCTOBER 21, 2022

MOBILIZATION / GC'S

| | | | | |
|-------------------------------------|-------|----|--|--------------------|
| GENERAL CONDITIONS | 1.000 | LS | | |
| SURVEY & ASBUILTS | 1.000 | LS | | |
| MOBILIZATION | 1.000 | LS | | |
| SUBTOTAL - MOBILIZATION/GC'S | | | | \$35,500.00 |

MAINTENANCE OF TRAFFIC

| | | | | |
|----------------------------|---------|----|--|--------------------|
| MOT DEVICES | 1.000 | LS | | |
| TEMP CONCRETE BARRIER WALL | 160.000 | LF | | |
| TEMPORARY SIDEWALK | 65.000 | SY | | |
| TEMPORARY ORANGE FENCING | 270.000 | LF | | |
| SUBTOTAL - MOT | | | | \$18,400.00 |

EROSION CONTROLS/SITE PREP

| | | | | |
|--|---------|----|--|-------------------|
| TYPE 3 SILT FENCE | 150.000 | LF | | |
| STAKED TURBIDITY | 100.000 | LF | | |
| INLET PROTECTION | 4.000 | EA | | |
| REM & DISPOSE CONCRETE SIDEWALK | 75.000 | SY | | |
| SUBTOTAL - EROSION CONTROLS/SITE PREP | | | | \$6,400.00 |

PIPE RAMMING PITS

| | | | | |
|-------------------------------------|-------|----|--|--------------------|
| EXCAVATION PIPE RAMMING PIT | 1.000 | EA | | |
| EXCAVATE RECEIVING PIT | 1.000 | EA | | |
| REMOVING SHORING AND BOTH PITS | 1.000 | LS | | |
| SUBTOTAL - PIPE RAMMING PITS | | | | \$80,000.00 |

SJ-14 DISCHARGE PIPELINE REPLACEMENT

| | | | | |
|--|---------|----|--|---------------------|
| SET UP RAMMING PIT | 1.000 | LS | | |
| FURNISH & INSTALL 36" DIA. STEEL CASING | 80.000 | LF | | |
| CUT & CAP EXIST. 30" PIPE | 1.000 | LS | | |
| FURNISH & INSTALL 30" DIA. HDPE CARRIER PIPE | 140.000 | LF | | |
| CONNECT TO EXISTING 30" HDPE | 2.000 | EA | | |
| BRICK UP ENDS | 2.000 | EA | | |
| GROUT FILL ANNULAR SPACE | 80.000 | LF | | |
| SUBTOTAL - PIPELINE REPLACEMENT | | | | \$264,950.00 |

RESTORATION

| | | | | |
|-------------------------------|---------|----|--|---------------------|
| REPLACE CONCRETE SIDEWALK | 75.000 | SY | | |
| DRESS AND BAHIA SOD | 640.000 | SY | | |
| SUBTOTAL - RESTORATION | | | | \$13,745.00 |
| TOTAL: | | | | \$418,995.00 |

SECTION 00 52 00

CONTRACT

CONTRACT
BETWEEN
FLORIDA INLAND NAVIGATION DISTRICT
AND

CONTRACTOR

THIS Contract, made this _____ day of _____, 20____, by and between the Florida Inland Navigation District, an independent special district of the State of Florida, hereinafter designated as the "DISTRICT," and _____, at _____, a _____ Corporation, FEID Number _____, hereinafter designated as the "CONTRACTOR."

WITNESS THAT:

WHEREAS, the District is an independent special district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 374, Florida Statutes; and

WHEREAS, the District desires the services of a qualified and experienced Contractor to provide construction services; and

WHEREAS, the District received Bids on _____ for the project called

"Dredged Material Management Area SJ-14 Discharge Pipeline Defect Replacement By Pipe Ramming."

WHEREAS, the Contractor has responded to the District's solicitation and the Contractor is qualified and willing to provide said services; and

WHEREAS, the District has found the Contractor's response to be acceptable and wishes to enter into a Contract; and

WHEREAS, the District has funds in its current fiscal year budget which are available for the funding of the Contract;

NOW THEREFORE, the District and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

- 1.1 The Contractor shall furnish all equipment, tools, materials, labor, and everything necessary and shall perform the required Work in accordance with the Contract Documents for the contract entitled "Dredged Material Management Area SJ-14 Discharge Pipeline Defect Replacement By Pipe Ramming."

ARTICLE 2 - TERM OF THE CONTRACT

- 2.1 Unless extended or terminated, the period of performance of the Contract shall commence upon the effective date of the Notice to Proceed and continue for a period of calendar days specified in section 00 10 00 Bid Solicitation. The Contractor shall not proceed with Work under this Contract until a Notice to Proceed is received from the District.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 The consideration, for the full and complete performance under this Contract, shall be in the amount of \$ _____, subject only to any additions and/or deduction as provided in the Contract Documents and formally approved by the District.

The consideration stated above is based upon the aggregate Contract price submitted to the District, in which the aggregate amount is obtained from the summation of the total prices for each of the Bid items shown in the Bid.

ARTICLE 4 - INVOICING AND PAYMENT

- 4.1 If acceptable progress is being made, the Contractor may request partial payments on monthly estimates, based on the actual value of Work done or completed, which request may be approved and paid by the District. All pay requests shall reference the District's Contract Number, shall follow the same format as AIA Document G702-1992, and shall be in accordance with the terms specified in the General Conditions.
- 4.2 The Executive Director of the District has been authorized to approve and execute change orders, with the concurrent approval of the District's Chair, totaling up to ten (10) per cent of the initially executed contract value. When change orders in total exceed ten (10) percent of the initially executed construct value, they will be presented to the District's Board of Commissioners for approval at one of their regularly scheduled meetings. However, if there is a finding by the Engineer, the District's Executive Director, and the District's Chair that a delay in approving the change order will result in an unnecessary delay causing negative financial, environmental, or health safety and welfare impacts, a change order up to 20% of the executed contract value can be executed by the District's Executive Director.

ARTICLE 5 - REMEDIES

- 5.1 If either party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 5.2 It is acknowledged that the Contractor's failure to complete the Work within the Contract Time provided by the Contract Documents, or any extension thereof granted, will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor and its Surety, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.
- 5.3 In case of any other failure to perform the Contract, the Contractor shall be liable to pay the District any monies which are paid by the District to any other person, firm or corporation for services rendered for the preservation or completion of the Work. These monies shall include, but are not limited to, all Engineering and Inspection fees required to oversee the completion of the Work.
- 5.4 Such liquidated damages and monies shall be chargeable to the Contractor and shall be deducted from any monies due said Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor and his Surety shall be liable for said amount.

ARTICLE 6 - STANDARDS OF COMPLIANCE

- 6.1 The Contractor, its employees, Subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge.
- 6.2 The Contractor hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. The Contractor shall take all measures necessary to effectuate these assurances.
- 6.3 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit or claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 6.4 The Contractor hereby warrants that he has not, during the bidding process, nor shall he, during the term of this Contract, offer to pay any officer, employee or agent of the District, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 6.5 The Contractor, by its execution of this Contract, acknowledges and attests neither he, nor any of his suppliers, subcontractors, or consultants who shall perform Work which is intended to benefit the District, is a convicted vendor or, if the Contractor or any affiliate of the Contractor has been convicted of a public entity crime, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor list. The Contractor further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Contractor for any Work or materials furnished. The Contractor is required to submit a completed Public Entity Crime Statement with the Bid Form.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 6.6 While this package cites Florida Department of Transportation (FDOT) specifications and references, the Contractor does not have to be FDOT certified.

ARTICLE 7 - RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The Contractor is an independent Contractor and is not an employee or agent of the District. Nothing in this Contract shall be interpreted to establish any relationship, other than that of an independent Contractor, between the District and the Contractor, its employees, agents, subcontractors, or

assigns, during or after the performance of this Contract. The Contractor is free to provide similar services to others.

- 7.2 The Contractor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the District.

ARTICLE 8 - GENERAL PROVISIONS

- 8.1 The Contract Documents listed below, by this reference, shall become a part of this Contract as though physically attached as a part hereof and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the project:
- a. General Conditions
 - b. Supplementary Conditions
 - c. General Requirements
 - d. Technical Specifications
 - e. Project Drawings
 - f. Such addenda supplementing the documents forming this Contract as are referenced to it and attached as a part of it.
 - g. Bid Solicitation, Bid Form, Instructions to Bidders, Addenda, provided however, that no exceptions to the District's specifications, whether stated or implied in the Contractor's Bid, shall be allowed **EXCEPT** as shall be itemized, listed, approved by the District and recorded as written Addenda with the District as a supplement to this Contract.
- 8.2 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a Contractual relationship unless they have been reduced to writing, approved, and signed by an authorized District representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.
- 8.3 This Contract may be amended only with the prior written approval of the parties.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Contract on the date first written above.

Legal Form Approved
District Counsel

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

By: _____
Executive Director

Date: _____

WHEN THE CONTRACTOR IS AN INDIVIDUAL OR SOLE PROPRIETOR:

Signed, sealed, and delivered in the presence of:

By: _____
Signature

Type or Print Name/Title

WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME OR FICTITIOUS* NAME:

Trade Name or Fictitious Name

By: _____
Signature

Type or Print Name/Title

**Attach copy of Florida fictitious name registration from www.sunbiz.org.*

WHEN THE CONTRACTOR IS A GENERAL OR LIMITED PARTNERSHIP:

By: _____
Name and Address of Partnership

Signature of General Partner

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

Corporate Name and State of Incorporation

(Corporate Seal)

Signature of President

WHEN THE CONTRACTOR IS A LIMITED LIABILITY COMPANY:

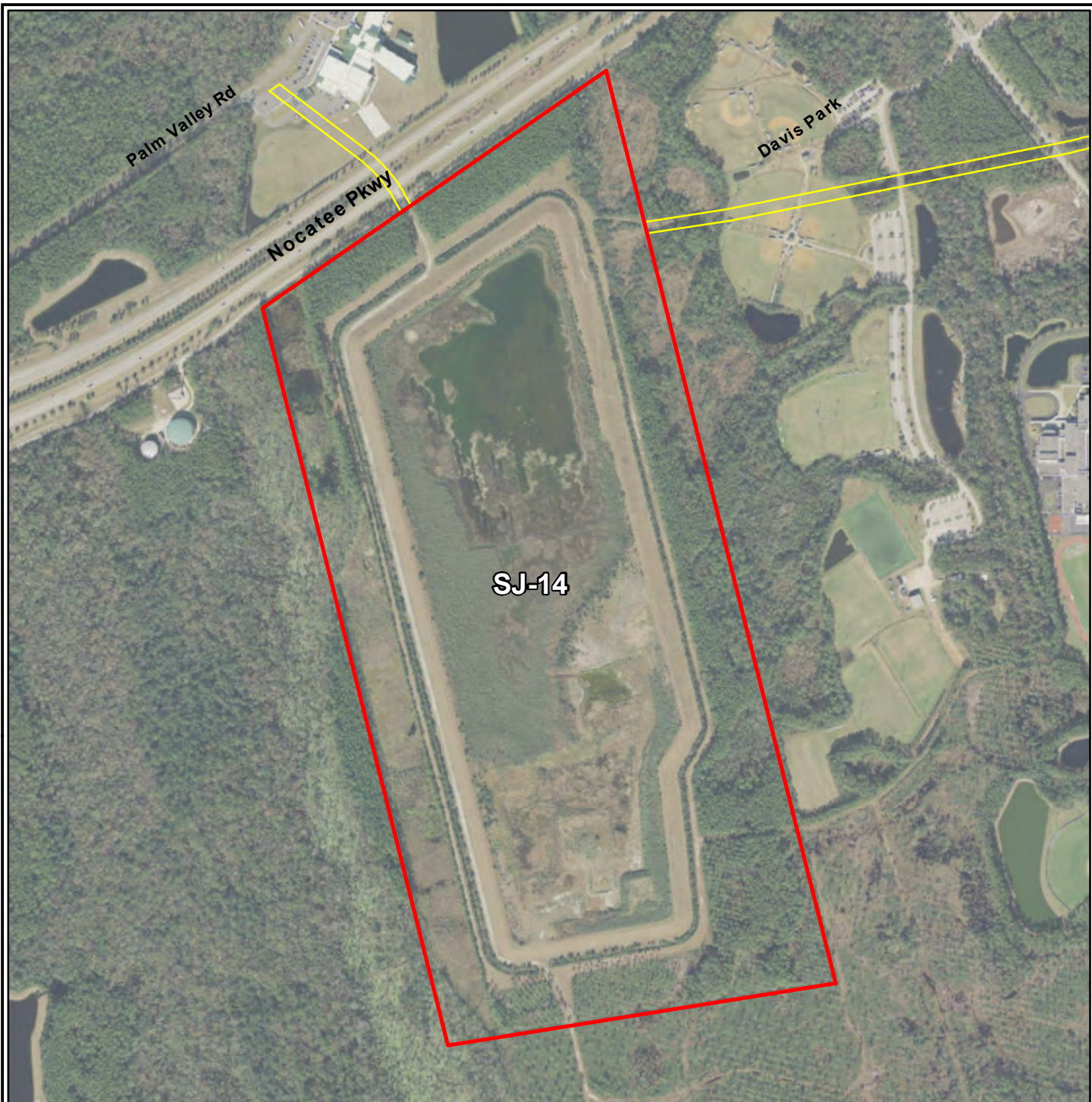
By: _____
LLC Name and State of Organization

Signature of Manager or Managing Member

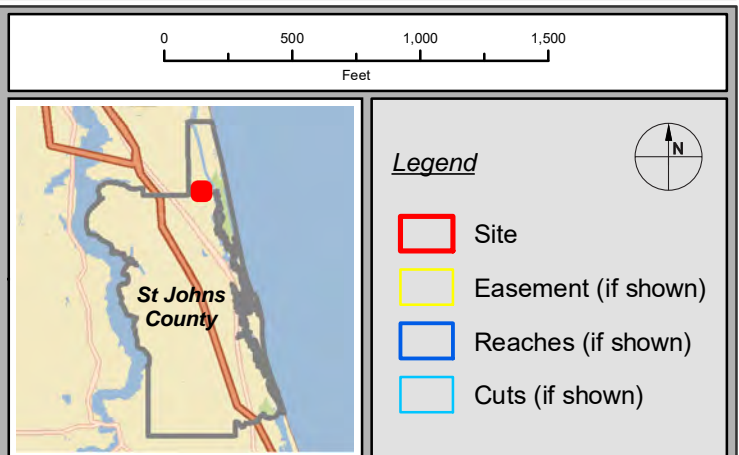
Type or Print Name/Title

--End of Section--

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| Site | SJ-14 |
|----------------------|---------------------------|
| Common Name | Nocatee |
| County/City | St. Johns/Unincorporated |
| Geographic Proximity | Palm Valley to Deep Creek |
| Acquisition Dates | 2/27/1995, 10/8/2009 |
| Status | Constructed |
| Year Constructed | 2004 |
| Reach/Cuts | SJ-I & II / SJ-4 to SJ-15 |
| Site Acres | 202.6 |
| Basin Acres | 103.02 |
| Design Capacity (cy) | 1,953,289 |





November 4, 2022

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter FL 33477

RE: List of Contractors
Dredged Material Management Area SJ-14 Discharge Pipeline Defect Replacement by Pipe
Ramming Project
St. Johns County, Florida

Dear Mr. Crosley:

Per your request, we have requested bid proposals from several general contractors and pipeline specialist to construct the above referenced project in St. Johns County. The table below provides the list of names and status of response as of 4 November 2022.

| Contractor | Response Status |
|--|-----------------------------|
| Petticoat-Schmitt Civil Contractors, Inc.* | Bid received (\$425,279.93) |
| Wakefield Road Boring, Inc.* | Response received. No bid. |
| Central Florida Underground* | No response. |
| Harry Pepper & Associates | No response. |
| Carr and Collier | Response received. No bid. |
| West Construction Inc. | No response. |
| Ferreira Construction | No response. |
| Gibbs and Register | No response. |
| C-D Construction | No response. |

*Indicates pipeline specialist

Please let me know if you have any questions during your review.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor. Waterfront Engineering

SINGLE SOURCE CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TAX MANAGEMENT ASSOCIATES, INC.
FOR
COMPREHENSIVE TANGIBLE BUSINESS
PERSONAL PROPERTY TAX AUDITS

71885-22

THIS SINGLE SOURCE CONTRACT (the "Contract") is made and entered into as of this 8 day of August, 2022 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida ("City"), and **TAX MANAGEMENT ASSOCIATES, INC.**, a foreign profit corporation authorized to conduct business in the State of Florida with its principal offices located at 5121 Parkway Plaza Boulevard, Charlotte, North Carolina 28217 ("TMA"), for Comprehensive Tangible Business Personal Property Audits for the Duval County Property Appraiser's Office.

W I T N E S S E T H:

WHEREAS, City desires to engage TMA to provide comprehensive tangible business personal property tax audits for the purpose of collecting taxes due on properties identified through a TMA audit, as described in the Scope of Work, attached to this Contract as **Exhibit A** (the "Services"); and

WHEREAS, TMA is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions contained in this Contract; and

WHEREAS, the Services can only be procured through TMA because TMA is the only vendor currently performing tangible business personal property tax audits in the State of Florida; and

WHEREAS, pursuant to Section 126.206, *Ordinance Code*, notice of the Single Source Request was posted for no fewer than seven calendar days on the Procurement Division's website; and

WHEREAS, it has been determined by the Procurement Division that there is not another potential source which can efficiently and effectively perform the Services; and

WHEREAS, City's General Governmental Awards Committee and Mayor approved a Single Source Award for the procurement of the Services on June 16, 2022; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Performance of Services. City hereby retains the services of TMA to perform the Services, and TMA agrees to perform the Services in accordance with the Scope of Services, attached hereto as **Exhibit A**, and in accordance with the General Provisions, attached hereto as **Exhibit C**. If any services, functions, or responsibilities are not specifically described in **Exhibit A** but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

2. Term of the Contract. This Contract shall commence on the Effective Date and shall continue for two (2) years until September 30, 2024 (the "Term") unless sooner terminated in accordance with the terms of this Contract, with two (2) one-year renewal options available.

3. Compensation. Compensation shall be paid by City to TMA as set forth in Cost and Payment for Audit Services, attached hereto as **Exhibit B** and incorporated herein by this reference.

4. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Duval County Property Appraiser
231 East Forsyth Street, Suite 270
Jacksonville, Florida 32202
Attention: Kathleen Collins, Chief Financial Officer

As to TMA:

Tax Management Associates, Inc.
5121 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Attention: Angelo Taranto Jr., Director of Sales & Marketing

5. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Kathleen Collins (904.255.5890; KathleenC@coj.net), and TMA's Contract Manager is Angelo Taranto (704.814.7632); jaytaranto@tma1.com. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

6. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by TMA. No statement, representation, writing, understanding, agreement, course of action, or course of conduct

made by either party or any representative of either party which is not expressed herein shall be binding. TMA may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. TMA acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

7. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

8. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures shall constitute and be evidence of an executed agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

By Leslie Yow
Signature

Leslie Yow
Type/Print Name

Marketing Coordinator
Title

**TAX MANAGEMENT
ASSOCIATES, INC.**

By Richard H. Cooke, T.
Signature

Richard H. Cooke, T.
Type/Print Name

CEO
Title

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: Brian Hughes
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance

City Contract Number 71885-22

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Exhibit A

Scope of Services

- A. In accordance with the charges, terms, and conditions contained in this Contract, TMA agrees to furnish audit services to verify the accuracy of the business taxpayer's personal property tax forms filed with the Duval County Property Appraiser's Office in the State of Florida.
- B. The Services will be performed in accordance with the terms and conditions provided by this Contract and in compliance with all applicable Florida Personal Property Tax Statutes. TMA agrees to perform audits in accordance with professionally accepted auditing and accounting standards.
- C. It is expressly agreed by the parties that all work performed by TMA shall be under the direct supervision and control of City. All correspondence in connection with audits will be signed by the City and, if applicable, the Duval County Property Appraiser or by an authorized designee.
- D. In order to assist in the scheduling of taxpayers' forms selected by City for audit, City agrees to make available to TMA copies of the Personal Property Tax Forms for the years for which audits are to be performed.
- E. TMA agrees to audit the forms assigned for audit for the most current year and applicable prior years as provided by Florida Statutes, which provide for discovery procedures and limitations.
- F. It is expressly understood by TMA that under the provisions of the Florida Statutes, it and its employees are subject to the State Confidentiality Statutes and the penalties contained therein. TMA agrees to abide by the Florida Statutes concerning confidentiality of taxpayer records and shall hold the City harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality or taxpayer records.
- G. TMA agrees to provide training to designated employees of the City as to all aspects of the audit services provided pursuant to this Contract. Any appropriate designee of the City may perform an audit with TMA personnel, provided the City shall be responsible for any related expenses of such City employee.
- H. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of an audit being performed, except with authorized City officials and the taxpayer being audited unless otherwise directed to do so by City.

- I. If for any cause, TMA or the City fails to fulfill its obligations as provided by this Contract or materially violates any of the covenants or stipulations within this Contract, or becomes unsatisfied with the Services, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this Contract immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all audits assigned to TMA shall be completed by TMA and all fees for completed audits shall be payable in accordance with the terms of this Contract.

- J. It is expressly understood and agreed to by TMA and City that the audit services performed under this Contract represent an examination of data and materials as might be contained in a taxpayer's accounting records or other documents for the purpose of verifying the accuracy of personal property forms, reports, or statements filed with the City in connection with a taxpayer's personal property form and that such services are not appraisal services except that information obtained in an audit performed by TMA may be used by City to form an opinion or estimate of value as in an appraisal.

EXHIBIT B

Cost and Payment for Audit Services

- A. City shall pay to TMA for the Services an amount equal to thirty-five percent (35%) of the gross taxes, penalties, and interest collected for discoveries resulting from each audit performed by TMA. Taxes shall include all taxes levied by the City, including listing penalties and interest. Should the City require any consulting work outside the scope of conducting tangible personal property audits, the fee will be: One hundred and fifty dollars (\$150.00) per hour.
- B. All expenses incurred by TMA in performing audits under this Contract, including but not limited to travel, food, lodging, mileage, and salaries, shall be the responsibility of TMA. Audits will be performed at the place where the taxpayer's accounting records are located unless otherwise agreed to by the Duval County Property Appraiser that the audit can be conducted elsewhere. City will be responsible for the cost of postage for handling audit correspondence and the cost of providing TMA copies of City's tax records associated with an individual account assigned for audit.
- C. City agrees to furnish TMA copies of paid tax receipts issued to taxpayers within fifteen (15) days following the payment of taxes generated from the services of TMA.
- D. TMA shall invoice City for applicable audit fees on a monthly basis. Invoiced fees will be due and payable within ten (10) days of billing date. If payment is not received by TMA within thirty (30) days of billing date, the unpaid balance of fees will be subject to additional fees in the amount of one and one-half percent (1 1/2%) per month until payment is received. TMA shall invoice City for completed audits only.
- E. All legal costs involving statutory appeals resulting from an audit shall be the responsibility of City. TMA shall be responsible for defending its audit findings throughout any appeals process without additional cost to City. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives and providing testimony and evidence at all hearings before the Duval County Property Appraiser, Local Board of Appeals, and at any other appeal level concerning information identified in an audit.

EXHIBIT C

General Provisions

A. Relationship of the Parties. In performance of the Services, TMA shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of City. TMA shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

B. City's Right to Make Changes. City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of TMA, which shall not be unreasonably withheld. City and TMA will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

C. Service Warranties. TMA warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. TMA shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of TMA; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve TMA of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than TMA or its subcontractors; (ii) to any modifications made by anyone other than TMA or its subcontractors or without TMA's specific prior written consent; or, (iii) to any use of the Services in a manner or for any purpose other than those contemplated in this Contract. EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TMA'S WARRANTIES EXTEND SOLELY TO CITY.

D. City Will Assist Contractor. At TMA's request, City will provide reasonable assistance and cooperation to TMA, including the supply of any data and information necessary for TMA to provide the Services. City will also designate a Project Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

E. **Taxes.** City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. TMA shall not include any state, local, and federal taxes in any prices quoted to City.

F. **Indemnification.** TMA shall hold harmless, indemnify, and defend City and City's officers, directors, employees, representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(1) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to TMA's performance of the Contract or work performed hereunder; and

(2) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, TMA shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If TMA fails to secure such a license for the Indemnified Parties, then the TMA shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing; and

(3) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by TMA or those under its control; and

(4) Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by TMA in connection

with the Contract or in any certificate, document, writing, or other instrument delivered by TMA, or (b) any breach of any covenant or obligation of TMA set forth in the Contract or any other certificate, document, writing, or other instrument delivered by TMA pursuant to the Contract.

The indemnifications in this Section G are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Contract or otherwise. This Section G shall survive the expiration or termination of the Contract.

To the extent an Indemnified Party exercises its rights under this Section G, the Indemnified Party will (1) provide reasonable notice to TMA of the applicable claim or liability, and (2) allow TMA to participate in the litigation of such claim or liability (at TMA's expense) to protect its interests. Each Party will cooperate in the investigation, defense, and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding the foregoing or any other provision of the Contract to the contrary, nothing contained in this Contract shall be construed as a waiver of any right or defense that City has under Section 768.28, Florida Statutes.

G. Insurance. Without limiting its liability under this Contract, TMA shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract insurance of the types and in the minimum amounts stated below, and prior to commencement of work provide a certificate, with applicable endorsements on a form that is acceptable to the City's Division of Risk Management, evidencing the following required coverages to the City:

SCHEDULE

LIMITS

| | |
|--------------------------------------|---------------------------------|
| Workers Compensation | Florida Statutory Coverage |
| Employer's Liability | \$500,000 Each Accident |
| (including appropriate Federal Acts) | \$500,000 Disease Policy Limit |
| | \$500,000 Each Employee/Disease |

This insurance shall cover TMA for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). TMA is responsible for providing federal acts when applicable, i.e., US&H, Jones Act, and FELA.

| | |
|---------------------------------|------------------------------------|
| Commercial General Liability | \$2,000,000 General Aggregate |
| (including premises operations, | \$2,000,000 Products/Comp.Ops Agg. |

and blanket contractual liability)

\$1,000,000 Personal/Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage

\$5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or endorsement approved in writing by City's Office of Risk Management.

Automobile Liability

\$1,000,000 Combined Single Limit

(all automobiles-owned, hired or non-owned
used in the performance of this Contract)

ISO Form CA0001, as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claims Made Form, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by City.

The City and the City's members, officials, officers, employees, and agents shall be endorsed as an additional insured under all of the above Commercial General Liability coverage using forms no more restrictive than ISO Form CG2010 and under the Automobile Liability coverages using forms no more restrictive than ISO Form CA2048.

All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of City and City's members, officials, officers, and employees.

The insurance provided by TMA shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any of the City's members, officials, officers, and employees.

Except as authorized in this Contract, the insurance maintained by TMA shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by TMA pursuant to this Contract will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, TMA shall be responsible for paying on behalf of City any self-insurance, deductible, or self-insured retention.

The deductible amounts for any peril shall not exceed those determined by TMA to be customary in the industry. TMA shall be responsible for payment of its deductible.

For any insurance coverage required hereby, TMA may use a self-insurance program, provided such program has received prior written approval of City, or self-insured retention allowed under this paragraph. City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

Compliance with the insurance requirements of this Contract shall not limit the liability of TMA or its sub-contractors, employees, or agents to City or others. Any remedy provided to City or City's members, officials, or employees shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Risk Management, if requested to do so by City, TMA shall, within thirty (30) days after receipt of a written request from City, provide City with a certified, complete copy of the policies of insurance providing the coverages required herein.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that City also be named as an additional insured.

Anything to the contrary notwithstanding, the liabilities of TMA under the Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither City's approval of, nor its failure to disapprove, insurance furnished by TMA shall relieve TMA or its sub-contractors from the responsibility to provide insurance as required by the Contract.

In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, TMA shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to City, for the protection of employees not otherwise

protected.

H. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for a delay in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). TMA shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if TMA could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date TMA first had reason to believe that a delay could result. Based upon such notice, City will give TMA a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE TMA'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against City. TMA shall not be entitled to an increase in the Contract price or payment of any kind from City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

I. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release TMA from its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

J. Restrictions on the Use or Disclosure of City's Information. TMA shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by TMA or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. TMA shall not be required to keep confidential any information that has already been made publicly available through no fault of TMA or that TMA developed independently without relying on City's information. To ensure confidentiality, TMA shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

K. Public Records Law; Process For Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All

documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that TMA claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by TMA on all copies furnished to City. City agrees to notify TMA of any third-party request to view such information, but it is TMA's obligation to obtain a court order enjoining disclosure. If TMA fails to obtain a court order enjoining disclosure within five (5) business days of TMA's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with TMA's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the TMA shall:

- (a) Keep and maintain public records required by City to perform the services; and
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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 this Contract if TMA does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of TMA or keep and maintain public records required by City to perform the service. If TMA transfers all public records to City upon completion of this Contract, TMA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TMA keeps and maintains public records upon completion of this Contract, TMA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF TMA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC

**RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180,
JACKSONVILLE, FLORIDA 32202.**

L. Assignment. City and TMA each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Contract. TMA shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under the Contract without the prior written consent of City. In the event of any assignment, TMA shall remain liable for performance of the Contract unless City expressly waives such liability. City may assign the Contract with prior written notice to TMA of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of City.

M. Other Non-Discrimination Provisions. As required by Section 126.404, *Ordinance Code*, TMA represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. TMA agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that TMA shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. TMA agrees that if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

N. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

O. Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

P. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations, and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Q. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

SINGLE SOURCE AWARD**BID NO #SS-12718-22**

Subject: Comprehensive Tangible Business Personal Property Tax Audits for the Duval County Property Appraiser's Office

Department: Property Appraiser

Description of Purchase:

Recommend approval of a Single Source award to Tax Management Associates, Inc. (TMA) to provide Comprehensive Tangible Business Personal Property Tax Audits for the Duval County Property Appraiser's Office. TMA will provide audit services in exchange for the fee of an amount equal to thirty-five percent (35%) of any taxes, penalties, or interest collected from back taxes assessed by the Property Appraiser on parcels identified through a TMA audit. Period of service will be from date of contract execution through September 30, 2024 with two (2) one (1) year renewal options.

Compensation shall be paid exclusively from the taxes, penalties, and interest collected from the tax audits performed by TMA.

This will be a revenue-generating contract (no cost to the City) processed by formal contract through the Office of General Counsel.

Single Source Award To: Tax Management Associates, Inc.

Price Justification: See attachment

Total Award: See attachment

Requisition #: N/A

Attachments: Recommendation Memo, Single Source Request Form, Supplier Letter & Quote, Previous Award

Certification as to Single Source: Kathleen Collins, Chief Financial Officer, Property Appraiser

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.


Analyst: David Klages


Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"


CHAIRMAN


DATE 6/16/2022


ACTION OF AWARDING AUTHORITY

DATE: 6/16/2022

APPROVED ☒

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION 

FORM GB-113, Revised 12/2007

Single Source Contract Purchase Agreement POA-71885-22



| | |
|---------------------|--------------|
| Agreement | POA-71885-22 |
| Agreement Date | 17-JUN-2022 |
| Revision | 0 |
| Agreement Amount | 0.00 USD |
| Solicitation Number | SS-12718-22 |

Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Tax Management Associates INC**
5121 Parkway Plaza Boulevard
CHARLOTTE, NORTH CAROLINA 28217

Notes In accordance with SS-12718-22 Comprehensive Tangible Business Personal Property
 Tax Audits for the Duval County Property Appraiser's Office (revenue-generating).

| Supplier Number | Payment Terms | Freight Terms | FOB | Shipping Method |
|-----------------|--------------------|---|------------------------|-----------------|
| 34786 | Net 30 | Freight Prepaid | FOB Destination | Best Way |
| Start Date | End Date | Confirm To | | |
| TBD | 30-Sep-2024 | David Klages dklages@coj.net | | |

This Order is subject to the General conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief Procurement Division

**Agreement for Use of Property Tax Collections to Fund
Business Personal Property Tax Audit Services**

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2022, by and between the DUVAL COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), DUVAL COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Duval county, hereinafter referred to collectively as the "TAXING AUTHORITIES."

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax audits and for back taxes related to business property tax listings; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. ("TMA") for audit services to conduct business personal property tax audits for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the "TMA Audit Agreement"); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA audit (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax audits resulting from the tax audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. **Authorization of Reduced Collections for Fee Payment:**

The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax audits pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. **Term & Termination:** This Agreement shall become effective from the date entered above and shall remain in effect for an initial Twenty-Four (24) Months with two (2) one-year renewal options available. This Agreement may be terminated by either party without cause following the initial term upon thirty (30) days written notice.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and

payment of all taxes related to TMA audits, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

9. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

JERRY HOLLAND

DATE:

PROPERTY APPRAISER
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
904-255-5900

APPROVED AS TO LEGAL FORM

For the Property Appraiser:
Signature: _____

TAX COLLECTOR:

DATE:

JIM OVERTON
TAX COLLECTOR
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
940-255-5700

APPROVED AS TO LEGAL FORM

For the Tax Collector:
Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY

NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____

From: [Mills-Mayers, Dorothy \(MDPR\)](#)
To: [Janet Zimmerman](#)
Subject: RE: DA-19-242 - Pelican Harbor Marina Fuel Dock and A Dock Wave Attenuators Phase II
Date: Wednesday, September 28, 2022 4:49:08 PM
Attachments: [EO-22-218.pdf](#)

Good afternoon,

I trust this e-mail message finds you well, may I request that you please inform if the State of Emergency Declaration, is applicable for the following project. (Attached -Executive Order 22-218)

In reference to the DA-19-242 - Pelican Harbor Marina Fuel Dock and A Dock Wave Attenuators Phase II, the projects contractor was in the process of performing the final punch list item this week to satisfy the engineer of record but had to cease construction activities to secure the job site for Hurricane Ian, all other project activities are complete. Please note, the consultant base office is in Fort Pierce and maybe experiencing delays due to Hurricane Ian effects.

Thank you,

Marineland Marina
101 Tolstoy Lane
Marineland, FL 32080



Office: (904)814-9886
Email: MarinelandMarina@gmail.com

Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477-9498

10/6/2022

RE: Project No. FL-ML-17-28
Florida Inland Navigation District (FIND) Grant Modification
Town of Marineland Marina, Phase III

Dear Mr. Crosley,

The Town of Marineland would like to request a two-year extension for Project No. FL-ML-17-28 - Waterways Assistance Program Term (Project Period) extension to September 30, 2024.

FIND Grant Rule 66B-2.009(7) "Project Completion:

The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

STATE OF FLORIDA OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 22-218
(Emergency Management-Tropical Depression Nine)

Due to hurricane Ian (Tropical Depression Nine):

All work on the Marineland Marina was ceased.

As a result of hurricane Ian making landfall along the west coast of Florida and impacting multiple counties (including Flager County) in Florida work on the Marineland Marina has been delayed.

We are currently assessing damage at the Marineland Marina.

Additionally, experience has told us that as a result of damage done to marinas, docks, and other coastal facilities contractors, supplies, and services will be impacted.

For these reasons work on the Town of Marineland Marina, Phase III project has been delayed.

Thank you for your consideration.

Sincerely,

Chris Kelley
Marina Manager, Town of Marineland Marina
101 Tolstoy Ln.
St Augustine, FL 32080
MarinelandMarina@gmail.com
904-803-3969

JH Sprague Consulting LLC

840 SW Salerno RD

Stuart FL. 34997

561-723-5418-spragueconsulting@me.com

Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

RE: Project No. PB-RB-17-196
Riviera Beach Marina Dock F Fixed and Floating Concrete Wave attenuating.
Project No. PB-RB-18-199. Engineering, surveying and Inspections

History of this project has led the City through two previous emergency orders and delays including the Bankruptcy of Marinetek. The City Council awarded a new company Blue Water Marine also located in St Petersburg who was finishing the last float with 1 additional awaiting transport in later September when DOT shut down transport based on road flooding as well as it's weight and 16ft beam. It should be also noted that the trailer as 56 wheels under it and has the ability to rotate the back axel assembly, to allow steering in tight areas.

Our Governor issued executive order # 22-218 dated September 23, 2022. The order including St Petersburg where the new Concrete Dock Manufacturer is located and also Palm Beach County its destination. The project got pushed back and once clearance for trucking and delivery we finalized, the dock and piling installation was completed November 20nd. We request a 6-month extension to the existing grants based on the need to work during October through March as utilities are lagging because of delays and their present workload as well as engineering and final inspections, surveying of location etc.

Sincerely,

John H Sprague

JH Sprague Consulting LLC

Agent and Consultant for the City of Riviera Beach Marina Replacement & Expansion

840 SW Salerno Rd

Stuart, FL 34997

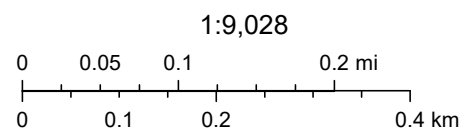
C 561-723-5418

[Spragueconsulting@me.com](mailto:spragueconsulting@me.com)

Duval Map



October 14, 2022





CITY OF ATLANTIC BEACH
OFFICE OF THE MAYOR
800 SEMINOLE ROAD
ATLANTIC BEACH, FLORIDA 32233-5455
www.coab.us

July 20, 2022

Mr. Greg Evans
Secretary, District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

Re: Johnston Island

Dear Secretary Evans:


Thank you for meeting recently to discuss the request from the City of Atlantic Beach to lease Johnston Island for public use.

This island, now owned by the Florida Department of Transportation (FDOT), is located in Atlantic Beach, and is accessible via an unnamed FDOT access road and bridge. The access road runs parallel to the Atlantic Boulevard State Road 10 Bridge. The island is largely fenced off, but the unfenced right of way area under the SR 10 bridge remains an extremely popular area for fishing and picnicking. With its prime location within the Intracoastal Waterway, the island and right of way together offer a unique waterfront park opportunity for our City. Access to the entire property would fit quite nicely with our Parks and Connectivity Plans. It would also promote walkability and bikability between our parks and major points of interest per our Complete Streets policy.

We are confident that public access to Johnston Island as a whole would be of great value to our City and the region. Our discussion first started with a request for a public use agreement for the island. Given all factors, and the rating of the bridge in particular, we are now asking that FDOT consider a surplus agreement of the island, access road, and bridge to Atlantic Beach, pending our review of bridge engineering reports and a risk assessment.

As always, we appreciate the professionalism and responsiveness of your staff. We look forward to working with you on this exciting opportunity. Thank you for your consideration.

Respectfully,


Ellen Glasser
Mayor



City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233-5445
Telephone (904) 247-5800
Fax (904) 247-5819
www.coab.us

April 12, 2022

Via Email

Ms. Julie M. Bassett
Property Management Administrator
Florida Department of Transportation
District Two Right of Way Office
1109 S. Marion Ave., MS 2020
Lake City, FL 32025-5874
Julie.bassett@dot.state.fl.us

Re: Johnston Island – Public Purpose Lease

Dear Ms. Bassett:

Thank you for your information regarding Johnston Island, located at Atlantic Boulevard and the Atlantic Intracoastal Waterway within the City of Atlantic Beach. The City of Atlantic Beach is interested in exploring the potential for a public purpose lease from the Department to allow for public access to the island should a temporary surplus declaration regarding the island be made by the Department.

This area has historically been popular for activities such as fishing and picnicking. However, the island itself has not been open to the public. The City offered to purchase Johnston Island from the previous owner in 2019 for development of a park, but our offer of the appraised value of the island was rejected. The recent purchase of the island by FDOT provides an excellent opportunity to again explore public access to the island.

We understand the limitations posed by the 3 ton load limit on the access bridge as well as the possibility of a major weather event further limiting vehicular access to the island. Given those limitations, the City would still like to discuss with the Department a public purpose lease allowing for public access to the island along with minor improvements such as more formalized parking, picnic shelters, etc.

If you have any questions or would like to discuss this request in more detail, please do not hesitate to call me at 904-247-5817 or via email at scorbin@coab.us.

Sincerely,

Shane Corbin
City Manager

cc: Mayor Ellen Glasser

WATERWAY PARK and WELCOME CENTER

JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

Google earth



REGIONAL WATERWAY PARK OPPOURTUNITY

Potential to address public need for water-related resources

Potential to expand public access to the intra-coastal and marsh preserve

One of the last available parcels suitable for this use

Potential to develop a Waterway Welcome Center for the City of Jacksonville & Beach Communities

JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH



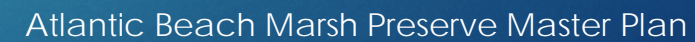
Johnston Island, View From Atlantic Boulevard Bridge



Johnston Island, View From Johnston Island Looking North

Waterway Park property is well located to serve Beach communities and the western intra-coastal neighborhoods

Waterway Park property is adjacent to the Atlantic Beach Marsh Preserve, providing additional access/ linkage opportunities



JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

WATER WAY PARK ACCESS PROXIMITY TO INLET

Waterway Park property accessed via westbound Atlantic Boulevard

Waterway Park property is only 8.3 miles from the inlet



JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

WATERWAY PARK PROPERTY

Waterway Park property has 3.1 acres upland plus FDOT R.O.W for park uses

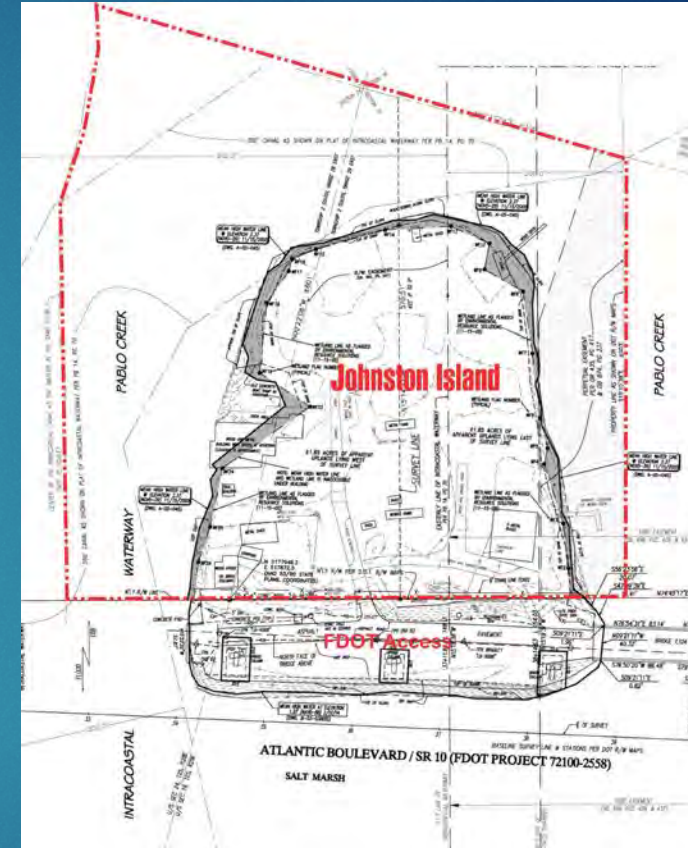
Waterway Park property has over 8 acres in property including the bottom lands

Waterway Park proposal is a water dependent and water-related use making easier USACE permitting

1,100 L.F. waterway frontage



Park Property Aerial



Park Property Survey

JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

WATERWAY PARK CONCEPT PLAN

VISION

High quality Waterway Park to serve all Duval County residents and visitors

Conceptual Park Program

Waterway- Welcome Center is a unique opportunity to welcome Jacksonville visitors traveling the waterway

Environmental learning and marsh interpretive information

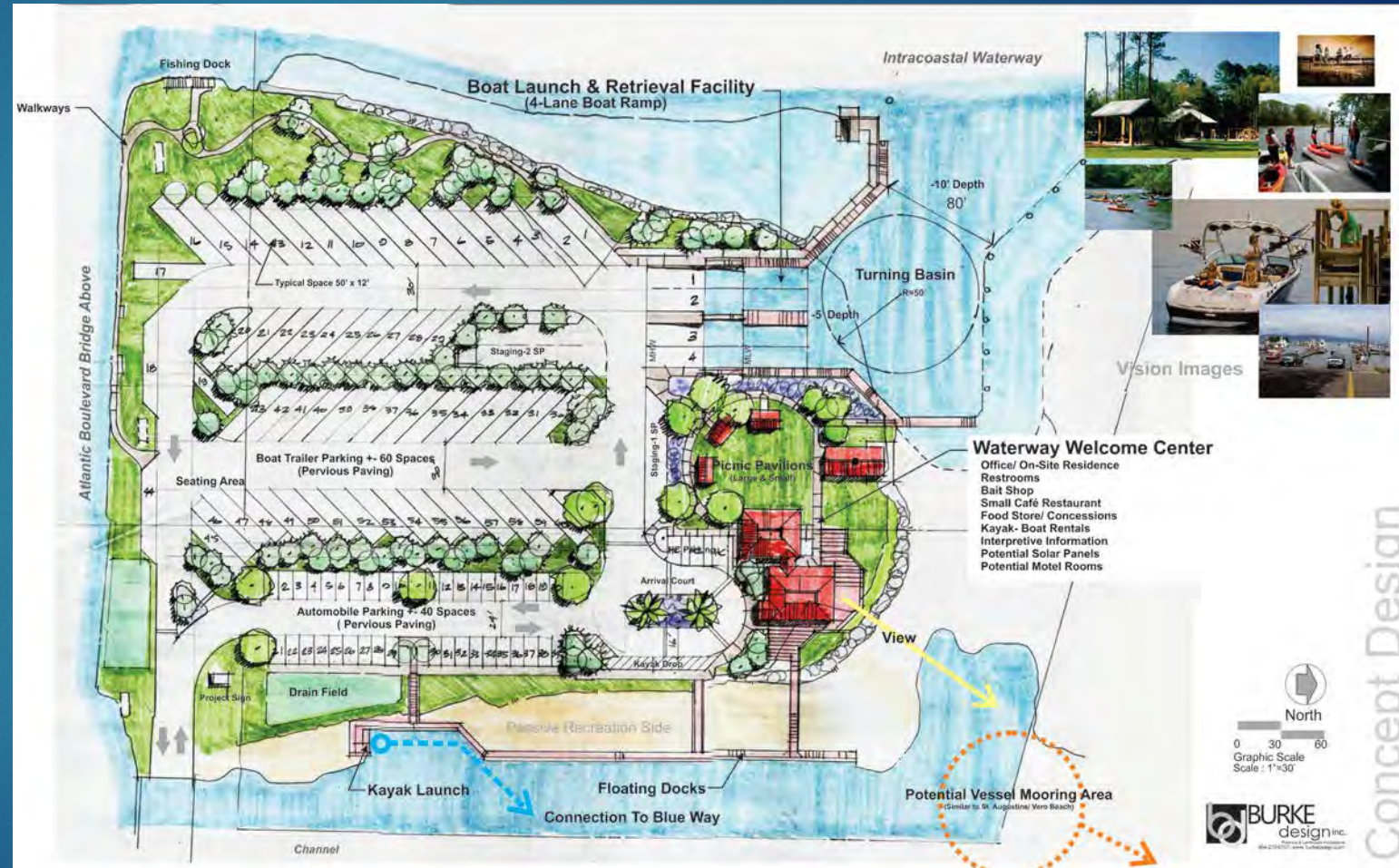
Concession, Cafe, Bait Shop, Boat Rentals

4-Lane Boat Ramp/ 60 Spaces, expanding existing regional capacity by 43%

Kayak launch with link to Blueway

Fishing pier

Picnic areas and restrooms



JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

WATERWAY PARK NEXT STEPS

Funding & Strategies
Land Acquisition
Planning, Design and Permitting
Construction

*The Opportunity is here today
Let Us Move this Forward*



JOHNSTON ISLAND, DUVAL COUNTY-ATLANTIC BEACH

Johnston Island Limited Due Diligence Study

Atlantic Beach, Florida



Prepared for
City of Atlantic Beach

January 2018



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1.0 Introduction

1.1 Overview

The Johnston Island property is approximately 8.5 acres in total with approximately 3.1 acres of uplands. It is located on the northern side of Atlantic Boulevard adjacent to the Atlantic Intracoastal Waterway (San Pablo River) at the old Atlantic Boulevard bridge. The island is located in Township 2 South, Range 29 East. The center of the site is approximately 30°19'27.87"N, 81°26'16.36"W in Duval County, Florida. The Duval County Property Appraiser lists the site address as 14051 Atlantic Blvd., Atlantic Beach, FL 32233.

Currently, the site is largely cleared and grassed with one single family residence (mobile home) and associated structures remaining on the island. A well and septic tank serves the residence with power provided by JEA. The island is bordered by old Atlantic Boulevard to the south with the remaining portions of the island directly on the water with the uplands protected by a concrete rubble revetment. Waterward of the revetment on the north and east sides of the island are about 0.5 acres of mixed mudflat and salt marsh. The property is secured by chain link fence and locked gate along the southern boundary.

1.2 Purpose and Reliance

The purpose of this Due Diligence effort was to provide the City additional resources for the evaluation of the subject property being considered for acquisition.

This report utilized reasonably available information gathered from a variety of public and other sources. From this information, it cannot be concluded that additional information for the target and surrounding properties does not exist from other sources.

This limited Due Diligence was not intended to meet all ASTM requirements for a Property Condition Assessment (PCA). Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. This report does not attempt to render an opinion regarding potential for contamination that could require cleanup and thereby affect property value or represent a liability to the potential owner.

Additionally, the information provided in this report is not to be construed as legal advice.

1.3 Technical Assessment Methods (Scope)

The due diligence effort has been completed in general accordance with ASTM E2018 – 15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. Per ASTM, Due Diligence is *an investigation of the physical condition of a subject property in connection with a commercial real estate transaction. The degree and type of the investigation may vary for different properties, different user purposes, and time allotted.*

For this assessment, the investigation does not evaluate all of the parameters considered during a complete Site Assessment such as, but not limited to, a complete record review or contamination screening, but as requested by the City, it focuses primarily the following areas of concern -

- Historical rates of accretion/erosion on the island
- Land use & zoning
- Riparian rights and adjacent property owners
- USACE, FIND and other easements on or adjacent to this property
- Site topography, drainage & bathymetry
- Local tide, wind and wave conditions
- Floodplain and FEMA requirements for development
- Potential for future sea level rise impacts
- Environmental and cultural resources
- Soils and site geology
- Engineering limitations with respect to site development
- Site access including status of the access bridge and driveways
- Utilities including water, sewer, electric and communications

This due diligence effort was completed to specifically address these issues and was designed to provide an objective, professional opinion of the general condition of the property and to provide additional information useful in assessing the viability of this property as a public park for the City.

Steve Swann, PE, conducted a site visit on November 30, 2017 and prepared this report, which was reviewed by Carter Belvin, PE. Each of these professionals has over twenty years of experience performing this type of work. Summaries of their experience and qualifications are appended.

To obtain additional information, at the request of ATM a search of available environmental database records was conducted by Environmental Data Resources, Inc (EDR). The report is designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

Some components of the EDR report are included in the Appendices. As the complete report is a large document, it will be provided as a PDF electronic file to the City under separate cover.

Elevations provided in this document are referenced to the NAVD 88 datum unless otherwise noted.

1.4 Limitations, Exceptions, and Special Terms

The findings, opinions and conclusions presented herein were based only on reasonably ascertainable, practically reviewable records, and commonly known information focusing on the items listed in Section 1.3. ATM has not conducted environmental quality monitoring or analytical or geotechnical investigations as part of this assessment nor has determined that any of these efforts are or are not required.

This report does not include a discussion of site contamination, radon, lead-based paint, or constructability/geotechnical conditions, nor does it include any soil or groundwater sampling information, as these items are beyond the scope of this due diligence assessment and have been agreed upon by the client/user to be excluded from this assessment.

In addition, the effort is not intended identify any de minimis conditions which may be discovered in later investigations.