

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, January 20, 2023

Renaissance St. Augustine Historic Downtown Hotel
6 West Castillo Drive
St. Augustine (St Johns County), FL 32084-3299

Item 1. **Call to Order.**

Chair Blow will call the meeting to order.

Item 2. **Pledge of Allegiance.**

Commissioner Blow 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 Assistance to Marine Industries of South Florida (MIASF) for the 46th Annual Waterway Cleanup Project in Broward County.

(Please see back up pages 7-9)

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.

- November 18, 2022 – Personnel Committee Mtg. *(Please see back up pages 10-12)*
- November 18, 2022 – Finance & Budget Com. Mtg. *(Please see back up pages 13-14)*
- November 18, 2022 – Board Meeting *(Please see back up pages 15-27)*
- December 09, 2022 – Finance & Budget Com. Mtg. *(Please see back up pages 28-29)*
- December 09, 2022 - Board Meeting *(Please see back up pages 30-35)*

RECOMMEND: Approval of the minutes as presented.

Item 8. Staff Report on St. Johns County Area Status and Projects.

Staff will present a report on the District's St. Johns County area status and projects. *(Please see back up pages 36-53)*

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 54-66)

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

Item 10. Presentation on Sea Level Rise and Implications for Coastal Management in Florida.

Dr. James R. Houston, a noted researcher with the U.S. Army Corps of Engineers, has been invited to speak to the Board about sea level rise and possible implications for the Florida coast.

Dr. Houston is currently Director Emeritus, Engineer Research and Development Center (ERDC), Corps of Engineers, having retired in 2010 as Director, ERDC. As Director, he managed over 2,000 employees and an annual program of \$1.5 billion that won the Army Research Laboratory of the Year Award four of the last five years that he was the Director. Dr. Houston has a PhD in coastal engineering from the University of Florida and has authored or participated in over 240 publications. Dr. Houston has received numerous awards, including three Presidential Rank Awards, Eminent Speaker Award from the Australian Institution of Engineers, National Beach Advocacy Award from the Florida Shore and Beach Preservation Association (FSBPA), Morrough P. O'Brien Award from the American Shore and Beach Preservation Association, and the Bob Dean Research Award from FSBPA. In addition to being ERDC Director Emeritus, Dr. Houston is a part-time Senior Scientist at Taylor Engineering, Jacksonville, FL.

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

Item 11. Volusia County Beach Erosion Control District Update

In 2022, Volusia County beaches were significantly impacted by Hurricanes Ian and Nicole. Both storms caused major erosion to the County's beach and negatively impacted other infrastructure, including waterways.

County staff contacted FIND staff to investigate possible material (sand) sources for both emergency and long-term beach and dune restoration. In December, FIND staff approved a Material Removal Agreement with the County for up to 100,000 cubic yards of material to be withdrawn from Dredged Material Management Area (DMMA) V-26 in Edgewater and trucked to eroded beaches. Part of this agreement includes the County's effort to relocate approximately one-half of the existing gopher tortoises on site (i.e those within the material removal area). The County is requesting that the Board approve an agreement for removal of the remainder of the material (up to 250,000 cubic yards).

The County has also expressed an interest in working with FIND and the State of Florida to offload Material Storage Area (MSA) 434-S (aka Rattlesnake Island) near Ponce de Leon Inlet. Approximately 650,000 cubic yards of beach compatible material would be pumped from the island to the beaches north of the inlet. Originally this material was scheduled to be removed in conjunction with the forthcoming Intracoastal Waterway (IWW) maintenance dredging project by the U.S. Army Corps of Engineers (USACE). However, while the offloading of the island can be delayed awaiting Volusia County to secure permits and easements for the beaches north of the inlet, the dredging project cannot be delayed and must move forward.

(Please see back up material to be distributed at meeting)

RECOMMEND: Approval of a Material Removal Agreement with Volusia County for removal of additional material from DMMA V-26, Volusia County, FL.

Item 12. Update and review of the pipeline replacement project at Dredged Material Management Area SJ-14, St. Johns County, FL.

At the November 18, 2022, regular meeting, the Board approved a contract with Petticoat-Schmitt Civil Contractors, Inc. (PSSC) for necessary and expedited repairs of the discharge pipeline at Dredged Material Management Area (DMMA) SJ-14. It was important for FIND to have the pipeline repaired in order to facilitate the forthcoming U.S. Army Corps of Engineers (USACE) maintenance dredging project for Palm Valley South.

Taylor Engineering will provide a presentation and status update on the repairs to the pipeline.

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

Item 13. **Material Removal Agreement with Brevard County for Dredged Material Management Area BV-2C, Brevard County, FL.**

In 2005, The District entered into an agreement with Brevard County to remove material from Dredged Material Management Area (DMMA) BV-2C, primarily by just of the County's Road & Bridge department. The County typically removes only about 10,000 cubic yards a year, but over the past 10+ years, this has returned some capacity back to the site.

The District no longer utilizes leases for these types of projects and now utilizes a "Material Removal Agreement", developed by the FIND attorney, for excavations of District DMMA's.

The County's lease will be expiring in February of 2023. Staff recommends approval of a five (5) year Material Removal Agreement with the County, with the provision for staff to negotiate site improvements rather than cash payment.

(Please see back up page 67-82)

RECOMMEND: Approval of a Material Removal Agreement with Brevard County with provisions for in-kind work in lieu of payment for removal of material from DMMA BV-2C, Brevard County. FL.

Item 14. **Material Removal Agreement for Dredged Material Management Area FL-3, Flagler County, FL.**

Suffering significant impacts from Hurricanes Ian and Nicole, in addition to other high-wind storm impacts over the past several months, the beaches within Flagler County have become severely eroded. In an effort to restore the beaches, Flagler County has entered a sand-haul and placement agreement with Eastman Aggregates, LLC. Eastman Aggregates has approached the District inquiring about the status of Dredged Material Management Area (DMMA) FL-3 and the possibility of utilizing stored material as a sand source for the beach nourishment project.

District staff and the District attorney have produced a Material Removal Agreement allowing Eastman Aggregates to offload up to 250,000 cubic yards of material. In exchange for the material, Eastman Aggregates has agreed to provided in-kind work rather than direct payment. The in-kind work includes the relocation of all gopher tortoises within the site boundaries, restoration of damage caused by gopher tortoise burrows on the dike via injection grouting, and the removal of fallen trees and other vegetative debris that currently clutters the site. The in-kind work would be completed within the timeframe of the Agreement, which expires on January 1, 2024.

(Please see back up page 83-98)

RECOMMEND: Approval of a Material Removal Agreement with Eastmen Aggreagates LLC with provisions for in-kind work in lieu of payment for removal of material from DMMA FL-3, Flagler County. FL.

Item 15. **Material Storage Area (MSA) 727-B, aka “Alsdorf Park” Lease Agreement to City of Pompano Beach, Broward County, FL.**

The Florida Inland Navigation District (District) owns Material Storage Area (MSA) 727-B and leases the property to the City of Pompano Beach for use as a public boat ramp and recreational park (known locally as Alsdorf Park). The Board has also approved a City sub-lease to the U.S. Coast Guard Auxiliary for a small modular building. The District has designated MSA 727-B as a Long-Term Transfer Site for the management of maintenance dredge materials from Dredging Reach II of the Intracoastal Waterway (IWW) in Broward County.

The City of Pompano Beach originally entered into a lease agreement with the District at MSA 727-B in March 1973 to temporarily utilize the area for public recreational purposes. The lease was amended in 1980, and a Lease Extension Agreement (No. 1) was signed November 14, 1997. Lease Extension Agreement (No. 2) was signed February 22, 2003, Lease Extension Agreement (No. 3) was signed July 9, 2008, and Lease Extension Agreement (No. 4) was executed on June 24, 2013. In March 2018, the lease was revised to include updated insurance and legal requirements. The City of Pompano now requests to renew the lease for MSA-727-B Alsdorf Park for another 5 years.

Staff is recommending approval of an amendment to the Lease Agreement that will extend the lease for an additional 5 years that will allow the City to continue to sublease to the Coast Guard Auxiliary, as well as allow for other governmental agencies to use portions of MSA-727B as a staging area (limited to construction on or benefitting publicly owned or maintained waterways) with prior notification to FIND.

(Please see back up pages 99-118)

RECOMMEND Approval of the First Amendment to the current Lease Agreement with the City of Pompano Beach for the public use of MSA 727-B, Broward County, FL.

Item 16. **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 17. **Washington D.C. Report.**

The District’s federal governmental relations firm has submitted status reports concerning activity pertaining to the District’s federal issues.

(Please see back up pages 119)

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

Item 18. **Additional Staff Comments and Additional Agenda Items.**

Item 19. **Additional Commissioners Comments.**

Item 20. **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.

PRELIMINARY CONSENT AGENDA
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting

9:00 a.m., Friday, January 20, 2023

Renaissance St. Augustine Historic Downtown Hotel
6 West Castillo Drive
St. Augustine (St Johns County), FL 32084-3299

Item a. **Waterway Cleanup Assistance to Marine Industries of South Florida for the 46th Annual Waterway Cleanup Project in Broward County.**

Marine Industries of South Florida (MIASF) has submitted a request for the Annual Waterway Cleanup Project in Broward 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.

(Please see back up pages 8-9)

RECOMMEND: Approval of the request from the Marine Industries of South Florida MIASF for assistance with the 2023 Waterway Cleanup Project in Broward County in an amount not to exceed \$10,000.



December 1, 2022

Ms. Janet Zimmerman
 Assistant Executive Director
 Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, FL 33477-9498

Dear Ms. Zimmerman,

Preparations are underway for the Marine Industries Association of South Florida's 46th Annual Broward County Waterway Cleanup, set for Saturday, March 4, 2023. The event continues to be Broward County's largest environmental event. Our Cleanup in 2022 collected over 25 tons of trash and debris from the County's waterways thanks to the work of more than 1,100 volunteers including over 300 cleaning up via personal watercraft. Volunteers continue to report that the waterways are in better shape than years past, most likely due to the increased number of cleanups taking place during the year and a more eco-conscious community.

We are continuing to explore the addition of sites in the northern half of the county including Lighthouse Point, Deerfield Beach, and especially among homeowner associations located along the waterway. We will once again manage all the cleanup sites in Broward County, which if all are able to participate in 2023, currently numbers nearly 40 sites! We also took the opportunity to use our platform at the Fort Lauderdale International Boat Show to promote this year's cleanup. We had signage post all over the boat show this year to promote this year's event with QR codes linking to our Waterway Cleanup Website. We are once again planning to use Ocean Conservancy's Clean Swell App again this year, so volunteers have the option to participate on their own.

FIND's partnership remains a key component to this annual event. Attached is the proposed budget for this year's event, specifically outlining where FIND's funding would be applied as well as other organizations that will help us match FIND's contributions. I kept the budget the same as the finalized budget from last year, as we are optimistic, we will receive the same level of support that we had last year and hope the prices of things have not risen dramatically. We value the years of continued support from the Florida Inland Navigation District and appreciate the consideration of being the \$10,000 level Presenting Sponsor of the 46th Annual Waterway Cleanup.

Regards,

Noah Dermody
 Events Coordinator

221 SW 3rd Avenue · Fort Lauderdale, FL 33312
 954.524.2733 · www.miasf.org

46th Annual Waterway Cleanup Budget (Based on Last Year's Expenses) Expenses

- Advertising/Marketing & Educational Awareness **\$14,200**
(Banners / WWCU Brochures / 2,000 WWCU Posters/Bus Tail Ads, essay contests)
***\$3,500 of FIND's contribution will be allocated to the Advertising/Marketing & Educational Awareness section of the budget.**

- T-Shirts, Boat Flags, Badges (for volunteers) **\$18,000**
***\$5,000 of FIND's contribution will be allocated to the Volunteer Recognition/Identification section of the budget.**

- Supplies **\$4,500**
(trash bags, first aid kits, waste removal, directional signs, etc.)
***\$1,000 of FIND's contribution will be allocated to the Supplies section of the budget.**

- Press Conference & Sponsor Appreciation **\$8,100**

- Year-long Recognition Expenses **\$2,000**
Waterway Cleanup website, Facebook page, outreach at library, Promotional Signs at The Fort Lauderdale International Boat Show
***\$500 of FIND's contribution will be allocated to the Year-long Recognition section of the budget.**

- Insurance **\$2,000**

- Total Estimated Expenses **\$48,800****

Income

- Sponsorship/Grant Funding **\$48,800**
-including Florida Inland Navigation District, Broward County EPD, Coral Springs Improvement District, Safe Harbor LMC, Rolly Marine, RPM Diesel/ Diesel Services of America, Lauderdale Isles Water Management District, City of Fort Lauderdale, City of Oakland Park, JM Family Enterprises, Gold Coast Marine Supplies, Save The Sea Turtles, Advanced Mechanical Enterprises, Harbour Towne Marina, Pier 66, Bahia Mar, Derecktor Dania, Sailorman, GSF Maritime Trades, Seavision, WMG, assorted marine businesses, and Marine Industries Association of South Florida.

- Total Sponsorship Contributions/Grant Funding **\$48,800****

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

Personnel Committee Meeting

8:15 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 called the meeting to order at 8:18 am.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called roll and Chair Blow, and Commissioners Boehning and Williams were present. Commissioner Crowley arrived at 8:38 am. Ms. Zimmerman stated a quorum was present. Also present was Executive Director Mark Crosley.

ITEM 3. Selection of a Committee Chair.

Chair Blow suggested that Chair Crowley serve as Personnel Chairman and offered to serve as Committee Chair until Vice Chair Crowley arrived.

ITEM 4. Additions or Deletions.

There were no additions or deletions to the agenda. Commissioner Williams motioned to approve the agenda as presented. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 5. Public Comments.

There were no public comments.

ITEM 6. Personnel Salary Adjustments for FY 2022-2023.

Mr. Crosley reviewed the info he distributed before the meeting.

Mr. Crosley stated that a 12% salary increase would allow staff a raise, and a 10% increase would keep staff salaries consistent with inflation.

Chair Blow stated he likes the idea of a base salary plus bonuses.

The Commissioners discussed the structure of a bonus. Mr. Crosley noted that the office consists of a small, experienced staff and that a bonus does not affect the overall annual salary of employees – only a one-time addition to that particular year.

Commissioner Williams motioned to approve a 12% base salary increase for staff. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

Commissioner Williams motioned to approve a 12% increase for the Executive Director. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 7. Executive Director Transition Plan.

Mr. Crosley reviewed his transition plan on page 10 of the agenda.

Commissioner Williams motioned to recommend the proposal as presented. Commissioner Boehning seconded the motion.

Commissioner Sansom stated that he is concerned about the plan as presented and suggested extending the application deadline by at least one month.

Mr. Crosley stated that there is flexibility and that the staff goal would be to have the new Assistant Executive Director hired by the next grants meeting in June.

Mr. Breton noted that after the interview process, the Board has to meet and agree on candidates and approve extending the offer, as well as a contingency.

Mr. Crosley suggested moving the advertisement date up to December 15 and making the acceptance deadline the end of February. The original motion was revised. All were in favor and the motion carried.

ITEM 8. Assistant Executive Director Selection Criteria.

Mr. Crosley noted that the job description is on page 14 of the agenda.

Commissioner Williams recommended interviewing five candidates.

Chair Blow noted that he would like a scoresheet to grade the candidates. Mr. Crosley suggested presenting the Board with a minimum of 10 candidates, with the Board scoring the top 3 to 5.

Vice Chair Crowley reviewed the discussed process: Staff will collect all resumes and screen the qualified candidates. Staff will present the qualified applicants to the full Board, who then have 7 days to provide input of the top 10 candidates to the Personnel Committee. The Committee will evaluate the candidates, select 3-5 to interview, and then schedule a workshop prior to the outreach of a future Board meeting that the candidates will attend. The Board will make the final decision at the Board meeting.

Commissioner Williams suggested including relocation compensation.

Commissioner Williams motioned to approve a proposed salary range of \$135k-\$160k with relocation fees negotiable. Commissioner Boehning seconded the motion. All were in favor and the motion passed unanimously.

ITEM 9. Additional Agenda Items or Staff Comments.

There were no additional items or staff comments.

ITEM 10. Additional Commissioners Comments.

Commissioner Davenport asked to join the Personnel Committee. Chair Crowley recommended approval for him to join the committee.

ITEM 11. Adjournment.

The meeting was adjourned at 9:34 am.

Spencer Crowley, Committee Chair

Attest: Stephen Boehning, Secretary

(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:45 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.

Commissioner Gernert called the meeting to order at 9:39 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll, and Commissioners Gernert, Davenport, Boehning, Blow, and Sansom were present. Executive Director Mark Crosley and Financial Director Mr. Glenn Scambler were also present. Ms. Zimmerman stated a quorum was present.

ITEM 3. Additions or Deletions.

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

ITEM 4. Public Comments.

There were no public comments.

ITEM 5. Financial Statements for August and September 2022.

Mr. Crosley presented the District's August and September financial statements beginning on page 3 of the agenda.

Mr. Crosley noted that Mr. Glenn Scambler has been researching various money market accounts. He also noted that tax revenues are beginning to arrive.

Chair Blow and Commissioner Gernert both stated that Mr. Scambler is doing a great job securing investment rates for the District.

Chair Blow motioned to approve the financial statements for August and September 2022. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. August and September 2022 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for August and September 2022 beginning on page 27 of the agenda. There were no questions.

ITEM 7. FY 2021-2022 Budget Amendment No. 1.

Staff has prepared Budget Amendment No. 1 to the FY 2021-2022 budget. This is the final budget amendment to the District's current FY budget and is being made to reflect the actual unanticipated overage expenditures in operations (primarily derived from repairs to DMMA SJ-1 and SJ-14), funded by reallocation from the general DMMA Development (Capital) budget.

Chair Blow motioned to approve Budget Amendment No. 1. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 8. Delegation of Authority Report.

Mr. Crosley noted that Mr. Ian Eyeington is doing a great job maintaining District sites.

ITEM 9. Additional Agenda Items or Staff Comments.

Commissioner Gernert asked if there were any additional Commissioner comments. There were none.

ITEM 10. Additional Commissioners Comments.

Commissioner Sansom noted there is currently \$3M in hurricane disaster assistance disaster funds. He noted that after two hurricanes affected the state, the Board may need to address or alter the amount.

ITEM 11. Adjournment.

Commissioner Gernert adjourned the meeting at 9:50 a.m.

Frank Gernert, Committee Chair

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
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 called the meeting to order at 9:50 a.m.

ITEM 2. Pledge of Allegiance.

Commissioner Isiminger 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, Stapleford, Williams, Davenport, Isiminger, Cuozzo, and Sansom 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. Eduardo Marin of the USACE, Mr. Jim Davenport of Thorn Run Partners, and Mr. Lee Heaton of North Palm Beach, FL.

ITEM 4. Consent Agenda.

Commissioner Isiminger stated he would like to pull Item 4e and move to Item 5a on the agenda.

Commissioner Davenport motioned to approve the changes to the consent agenda. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

ITEM 5. Additions or Deletions.

Mr. Crosley noted that there is an update to Item 8; Item 12 has been revised; and there are corrections to Items 15 and 17. There is also supplemental information to Item 13 and the addition of Item 22a.

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

ITEM 5a. Interlocal Agreement with the Marine Industries Association of South Florida to Conduct the New River Railroad Bridge Marine Vessel Traffic Study, Broward County, FL.

Commissioner Isiminger noted a correction in the allowed assistance amount from \$418,000 to \$18,000.

Commissioner Isiminger motioned to approve the amended change. 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 asked if there were any comments or questions regarding the minutes for the July 15, 2022, Finance and Budget Committee Meeting; the July 15, 2022, Board Meeting; the September 8, 2022, 1st Public Tax and Budget Hearing; the September 9, 2022, Finance and Budget Meeting; the September 9, 2022, Board Meeting; and the September 22, 2022, Final Public Tax and Budget Hearing.

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

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

Mr. Crosley presented the staff report beginning on page 81 of the agenda.

Mr. Crosley noted that the maps have to be updated and there are two corrections on page 98. He stated that MSA 619 was exchanged for pipeline access, and MSA 640A is now MSA 640C.

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

Mr. Eduardo Marin, the IWW Project Manager with the U.S. Army Corps of Engineers (USACE), stated that clearing and grubbing has been completed for DMMA O-23. He noted that work on the dike lifts at approximately 57% complete, demolition of existing structures is at approximately 98%, and earthwork for pond 4 is complete while

pond 3 is 33% complete. Two contract modifications were issues 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 June 2023 to ensure key activities (Business Park and Pond 4) can complete without interruption.

Mr. Marin stated that IWW Palm Valley North Reach Maintenance dredging is complete. The contractor removed approximately 640,000 CY of material from the channel and demobilized all equipment, and USACE is completing contract close out.

Mr. Marin noted that IWW Palm Valley South Reach planning and specs kicked off in November 2021. Based on the last survey, there appears to be approximately 210k cy of material located within the waterway. The dredge area will begin at the Palm Valley Bridge (Cut SJ8) and continue south to the St. Augustine Reach (Cut SJ15) with placement in SJ-14, which is located in St. Johns County in Nocatee adjacent to Davis Park. FIND has a contract to offload SJ-14 and perform weir repairs with work being completed prior to a USACE contract award. The dredging contract went out for bid in July 2022, but the bid opening was delayed, allowing time for pipeline repairs at DMMA SJ-14.

Mr. Marin stated that USACE has already extended the award to the next calendar year. Bids open in December and will be awarded in January.

Mr. Marin noted that IWW Volusia County efforts are underway to modify the existing Ponce Inlet O&M dredging permit to add dredging of the IWW. The scope has expanded to include dredging additional cuts V-36 to V-40, which accounts for an additional 144k cy. The 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 project for the Coast Guard included within the procurement. The county requested USACE to place material on the north beach instead of nearshore, which would cause a delay to get a modified permit. There are issues with a potential delay and real estate permission.

Mr. Crosley stated that USACE is moving forward to maintenance dredge Ponce Inlet. Storms and damage in Volusia County caused the County to reach out to FIND, requesting material on the beach north of the inlet.

Mr. Crosley noted that staff anticipates allowing an emergency authorization to get materials removed from nearby DMMA sites. It is significant that FIND still has the

opportunity to offload MSA 434. The County needs beach quality sand so the District has a good opportunity to get materials out of its sites on to the beaches. If USACE pursues the county path there may be an 18-24 month delay.

Mr. Marin noted that the USACE and Volusia County are having a site visit this week and the Colonel will decide how long the project can be delayed.

Mr. Marin stated that they have submitted a permit extension to DEP for the Sawpit Reach.

Mr. Marin stated that the OWW agreements are ongoing for contributing funds.

ITEM 10. Washington D.C. Report.

Mr. Jim Davenport of Thorn Run Partners stated that the Capitol may open again in the traditional sense in 2023.

Mr. Davenport noted that the Atlantic and Intracoastal Waterways had success this year with federal funding, receiving approximately \$19.23M for projects.

He stated that House leadership could reimpose a ban on earmarks in the House, and he will work with Mr. Crosley, Ms. Zimmerman, and staff to put together a funding request for FY2024.

Commissioner Sansom asked if Mr. Davenport had contacted Congressman Bean's office. He stated that Congressman Bean has been a great supporter of the District.

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

Commissioner Isiminger declared a conflict of interest for this item.

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.

Commissioner Williams motioned to approve the limited property exchange after all due diligence is complete. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously. Commissioner Isiminger did not vote due to a declared conflict of interest.

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.

Commissioner Williams motioned to take a roll call to score the application above a 35. All were in favor of scoring the application above a 35.

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

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 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 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. Herve Cody Contractor, LLC was the apparent low bidder. The bid specs called for a minimum bid bond of 10% yet Herve Cody only included a bond for 5%. The contractor has corrected the error and submitted the appropriate 10% bid bond. The bid solicitation provides that: “The District may waive any informalities or minor defects or reject any and all Bids.” 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.

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

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.

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

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 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.

The original submitted scope and fee amount was modified from \$33,900.00 to \$40,500.00 due to the increased duration of the monitoring period.

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

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 proposal responses to be higher than originally anticipated or elicited no response.

Mr. Jerry Scarborough noted that only one contractor put in a bid for the project.

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

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 to ensure that all recipients of homestead exemptions are legitimate. To conduct this audit, the property appraiser office is utilizing a third-party vendor 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 Duval County Tax Collector, and the Duval County Property Appraiser.

Mr. Crosley noted that the item description should read: Interlocal Agreement for Participation in the Duval County Property Appraiser/Tangible Business Property Tax.

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

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 may, 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.

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

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, 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.

Chair Blow asked for permission to write a support letter to FDOT District 2 and ask for right of first refusal after the city of Atlantic Beach.

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

ITEM 20. Finance and Budget Committee Report.

Commissioner Gernert motioned to approve the Finance and Budget Committee report to the full Board. Commissioner Sansom seconded the motion. All were in favor and the motion passed unanimously.

Commissioner Gernert also motioned to approve the budget amendment to the full Board. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 21. Personnel Committee Report.

Vice Chair Crowley noted that he was selected Chair of the Personnel Committee.

He stated that the Committee agreed to a process regarding the Executive Director's retirement, staff salary adjustments, and the hiring process of a new Assistant Executive Director. He also noted the Committee suggested setting a salary range for the new position.

Commissioner Isiminger stated a conflict of interest in this vote.

Commissioner Cuzzo stated support for the timeline the committee is recommending.

Vice Chair Crowley motioned to approve the hiring and transition plan. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

Chair Blow motioned to approve the personnel committee recommended base salary increase of 12% for staff. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

Vice Chair Crowley motioned to approve the Assistant Executive Director selection criteria and process, moving compensation, and proposed salary range of \$135k-160k to the full Board. Commissioner Williams seconded the motion.

Commissioner Stapleford opposed the salary range. All others were in favor and the motion passed.

**ITEM 22A. Resolution to Accept a Deed for Property In Exchange
for MSA 504 B/E**

Previously, the Board approved a contract with Loblolly Community Service Corporation (LCSC) to exchange MSA 504 B/E for a similar, nearby parcel of property. All the conditions precedent to closing have been satisfied, with the closing scheduled upon the expiration of the appeal period for the necessary comprehensive plan amendments and rezonings. The title insurance commitment for the parcel that FIND will acquire has been

received and is being reviewed by FIND's counsel. One requirement of the title commitment is that the District adopt a resolution to accept the deed to this parcel.

Commissioner Gernert motioned to approve the adoption of the resolution. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

Commissioner Isiminger noted that he received a call regarding permits for waterfront work in Loblolly but they are not yet a client.

ITEM 22. Additional Staff Comments and Additional Agenda Items.

Mr. Crosley thanked the Board for their support and feedback. He suggested holding a virtual December 9th meeting via Zoom.

Ms. Zimmerman noted that agenda items need to be submitted by the morning of November 28 for the December meeting, and by January 6 for the January 20 meeting.

Commissioner Davenport stated he would like to hold monthly meetings in person.

Commissioner Gernert disagreed and stated that the Commissioners do represent their constituents in an appropriate manor, and supports virtual meetings for smaller agendas.

Vice Chair Crowley agreed that it is important to have monthly meetings as it is good for networking and the outreaches are effective in getting great grant projects. He also noted that longer meetings risk rushing through issues.

Commissioner Stapleford would like to see some field trips, possibly added to shorter meetings.

Ms. Zimmerman stated she is working with USACE to schedule a waterway inspection trip in early 2023. It will be a three-day trip from Stuart to Nassau County.

Commissioner Sansom would also like monthly meetings as they provide more interaction with the communities. He suggested Mr. Crosley keep a running list of items of importance for future workshops or shorter agendas.

Commissioner Isiminger agreed that items may be rushed when the agenda is longer.

ITEM 23. Additional Commissioners Comments.

Commissioner Isiminger thanked everyone for attending last nights' public outreach.

Commissioner Davenport stated it was a great outreach and impressive tour of Safe Harbor at Rybovich.

Commissioner Williams also stated it was a great meeting and outreach and suggested discussing changing the match percentages for grants if property values and costs keep rising.

Commissioner Stapleford stated it was a great tour and learning opportunity.

Commissioner Boehning stated he has a list that he can present to staff of items of interest for the shorter agendas.

Commissioner Gernert thanked Commissioner Isiminger for the outreach and his support and participation with the District. He also congratulated Ms. Zimmerman on the vote today as the incoming Executive Director.

Vice Chair Crowley stated it was great to see everyone, and that he enjoyed going to Rybovich. He noted that he enjoys seeing the District's work resulting in significant economic activity.

Commissioner Cuzzo noted that Ms. Zimmerman will be the first female Executive Director and stated it is an outstanding accomplishment.

Commissioner Sansom asked to have Avis mail the preferred card with phone number and discount code to the commissioners. He thanked Ms. Zimmerman for sending him an article in the dredging magazine on the Cocoa presentation, and noted it was one more opportunity to tell the FIND story.

Chair Blow stated he was sorry to miss the outreach and thanked the Board for support of the City of St. Augustine.

ITEM 24. Adjournment.

Chair Blow adjourned the meeting at 12:33 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, December 09, 2022

**Florida Inland Navigation District Office
1314 Marcinski Road
Jupiter, FL 33477-9427**

(Participation via Communications Media Technology www.aicw.org)

ITEM 1. Call to Order.

Chair Blow 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 and Commissioners Davenport and Sansom were present. Commissioners Boehning and Gernert were absent. Ms. Zimmerman stated that a quorum was present. Also in attendance were Executive Director Mark Crosley, Finance Director Glenn Scambler, and Project Manager Ian Eyeington.

ITEM 3. Additions or Deletions.

There were no additions or deletions. Commissioner Davenport motioned to approve the agenda as presented. Commissioner Sansom seconded the motion. All were in favor and the motion passed unanimously.

ITEM 4. Public Comments.

There were no public comments.

ITEM 5. Financial Statements for October 2022.

Mr. Crosley presented the District's October 2022 Financial statements beginning on page 3 of the agenda. He noted that October 1 is the beginning of the District's fiscal year.

Mr. Glenn Scambler stated that interest rates are rising, and he secured two CDs at 4.59%. Seacoast Bank is acquiring Professional Bank, and both banks raised the District's money market accounts close to 4%.

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

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

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

Mr. Crosley stated that island offloading projects have been deferred. A bid for BV-4B construction came in under budget.

ITEM 7. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that Mr. Eyeington is doing a great job maintaining sites and working with the gopher tortoise issues.

Commissioner Sansom asked if Mr. Eyeington contacted Brevard County for assistance with the gopher tortoise issue in BV-4B. Mr. Eyeington stated he had not yet on this issue but had in the past and hit a dead end.

ITEM 8. Additional Agenda Items or Staff Comments.

There were no additional items.

ITEM 9. Additional Commissioners Comments.

There were no additional Commissioner comments.

ITEM 10. Adjournment.

Chair Blow adjourned the meeting at 9:03 a.m.

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting
9:00 a.m., Friday, December 09, 2022
Florida Inland Navigation District Office
1314 Marcinski Road
Jupiter, FL 33477-9427
(Participation via Communications Media Technology www.aicw.org)**

ITEM 1. Call to Order.

Chair Blow called the meeting to order at 9:04 a.m.

ITEM 2. Pledge of Allegiance.

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

ITEM 3. Roll Call.

Ms. Janet Zimmerman called the roll and Chair Blow, Vice Chair Crowley, and Commissioners Williams, Stapleford, Davenport, Sansom, Isiminger, and Gernert were present. Commissioners O'Steen, Boehning, and Cuozzo were absent. Ms. Zimmerman stated a quorum was present. Also in attendance were Executive Director Mark Crosley, Assistant Executive Director Janet Zimmerman, Attorney Peter Breton, Mr. Eduardo Marin, Mr. Jim Marino, and Mr. Jerry Scarborough.

ITEM 4. Consent Agenda.

Mr. Crosley presented the Consent Agenda. Commissioner Gernert motioned to approve the consent agenda. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 5. Additions or Deletions.

There were no additions or deletions to the agenda. Commissioner Isiminger motioned to approve the final agenda. 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.

The minutes of the November meeting will be presented for review and approval at the next Commissioner's Board meeting.

ITEM 8. Staff Report on Nassau County Area Projects.

Mr. Crosley reviewed the Nassau County area projects beginning on page 10 of the agenda.

Commissioner Williams noted that the Fernandina Marina would not exist without the assistance and support of FIND and repeated dredging projects.

There were no other questions or comments.

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

Mr. Eduardo Marin, USACE Project Manager stated that at DMMA O-23, the current construction completion date of January 15 has been delayed due to the contractor having issues. USACE is negotiating modifications to require additional time.

Mr. Marin stated that IWW Palm Valley North has accepted final payment and is complete.

Mr. Marin noted that IWW Palm Valley South is proceeding with the bid opening on December 13.

Mr. Crosley noted that there will be an additional cost to FIND to add on work for pipeline manhole improvements.

Chair Blow suggested saving a piece of the pipe that failed to research what happened.

Mr. Marin stated that IWW Volusia received approval to shift the schedule a couple of months to add dredging of additional cuts at v36-v40 and to make sure the material is beach compatible. He will be presenting the data to the Colonel regarding beach placement options.

A discussion ensued regarding Volusia County's beach erosion issues and FIND's role in a solution.

Mr. Marin stated that AIWW Sawpit Reach anticipates 400k-600k cy of material within the federal channel. He stated that 95% of the material will be placed on the beach at the State Park, with the remaining 5% being placed upland in DMMA DU-2. He stated that USACE has permits to place material on the beach and updated the permit to include advanced maintenance dredging.

Mr. Marin noted that USACE will draft an agreement for FIND to become a contributing funds local sponsor for the portion of the OWW within Martin and Palm Beach Counties. USACE can prioritize executing a Contributed Funds Agreement (CFA) while drafting the Project Partnership Agreement (PPA). FIND has requested to prioritize the CFA.

Mr. Marin stated that at IWW Matanzas, the plan is to move forward with P&S and procurement in January of 2023 with FY23 Federal funding. The 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 Summer Haven.

ITEM 10. Scope of Services and Fee Proposal for Required Gopher Tortoise Mitigation, Dredged Material Management Area (DMMA) BV-4B, Brevard County, FL.

In preparation for the upcoming construction of Dredged Material Management Area (DMMA) BV-4B, the District must relocate all gopher tortoises from the project area. In November of 2022, Staff contracted with Hobe Sound Environmental Consultants, Inc. (HSE) to conduct a 100% systematic survey to identify all gopher tortoises in the project area. The survey identified thirty-five (35) potentially occupied burrows. Per Florida Fish and Wildlife Conservation Commission (FWC) requirements, the District must relocate all gopher tortoises from the DMMA BV-4B project area prior to the commencement of construction. In addition, FWC's permitting requirements state that the District must assume, at a minimum, a 50% occupancy rate for the total number of potentially occupied burrows. Staff is recommending the reservation of a minimum of twenty (20) tortoise slots at a mitigation bank.

HSE has also identified Lykes Brothers Ranch as an FWC-certified Gopher Tortoise Mitigation Bank (GTMB) with available capacity for this effort, at the competitive rate of \$6,000.00 per adult gopher tortoise and no cost per juvenile gopher tortoise. HSE has provided a proposal to handle all aspects of the needed gopher tortoise relocation at DMMA BV-4B. This includes coordinating with FWC and securing a relocation permit, acting as the liaison between the District and the GTMB, capturing all gopher tortoises from the site, and delivering all of the captured gopher tortoises to the GTMB.

Commissioner Sansom motioned to approve the scope and fee proposal. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 11. Completion of the IWW Deepening Project in Broward County, FL.

In April 2017, the successful bidder (Cashman Dredging, Inc.) completed the majority of the Broward Intracoastal Waterway (IWW) Deepening project for the Florida Inland Navigation District (District). The original project involved dredging the waterway from the 17th Street Bridge to the Las Olas Bridge from approximately minus ten (-10) feet to an effective depth of minus seventeen (-17) feet. The full project was not completed due to the necessity of avoiding two (2) small areas near the Swimming Hall of Fame and the Las Olas Bridge in relation to utility concerns.

Upon project completion, FPL & AT&T utility lines remained within the dredging template. Eventually FPL removed their utility, but it took AT&T upwards of 7+ years to finally install a new utility line and decertify the existing communication line. During this time, Taylor Engineering and the District have maintained contact with the utility company, kept permits and engineering designs up to date, and communicated with the surrounding community to realize a possible opportunity to partner on a forthcoming dredging project. Project expenses for dredging projects in the Fort Lauderdale/Broward area are notably costly due in large part to the general lack of available material handling sites.

The District has a unique opportunity to piggy-back on a forthcoming dredging project at Las Olas (Suntex) Marina in the immediately vicinity of the remaining dredging needs. Cavache, Inc. will be performing a marina dredging project for Suntex at Los Olas Marina, and they have informed the District that they have the capability to complete the IWW project. In a separate project, Waste Management, Inc. will be hauling the dredge material from a temporary onsite facility at the marina. The District attorney has determined that the IWW project is NEW construction, and therefore, the funding available for the project is limited without a competitive public bid.

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

ITEM 12. Taylor Engineering Hourly Rate Adjustment.

The District's agreement with Taylor Engineering allows for annual rate adjustments for the firm's services through mutual agreement. The District Engineer has submitted a request to revise the hourly rates that the firm charges for the various personnel that work on District projects. The firm has continued to remain responsive, timely and diligent while serving the District thoroughly. The new rate would be effective with the new calendar year.

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

ITEM 13. Finance and Budget Committee Report.

Chair Blow presented the finance and budge report to the full Board and motioned to approve the financial statements as presented. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 14. Washington D.C. Report.

Mr. Crosley reviewed the report from Thorn Run Partners beginning on page 81 of the agenda. He stated that staff will be traveling to Washington D.C at the end of February or beginning of March. The main topic is finalizing fiscal year 2023 appropriations, which would come in the form of an omnibus spending package. All sides agreed that a year-long continuing resolution (CR) is the worst-case scenario. The current CR expires on December 16th. If the budget is passed, there is federal funding for the IWW.

ITEM 15. Additional Staff Comments and Additional Agenda Items.

Mr. Crosley stated that the next meeting is in St. Augustine on January 20.

Ms. Zimmerman stated that the 2023 Waterway Assistance Program grant application will be live on the website January 3.

ITEM 16. Additional Commissioners Comments.

Vice Chair Crowley stated he was happy to conduct business here and happy holidays.

Commissioner Davenport wished everyone a happy holiday.

Commissioner Isiminger noted he was looking forward to St. Augustine and Merry Christmas.

Commissioner Stapleford stated that Palm Coast held a boat parade that had 90 boats participating, its largest ever.

Commissioner Williams noted he was grateful to FIND and wished everyone a Merry Christmas and good new year.

Chair Blow stated he was looking forward to the meeting in January and that the hotel is brand new and located in the Historic District.

ITEM 17. Adjournment.

Chair Blow adjourned the meeting at 10:30 a.m.

Carl Blow, Chair

Attest Stephen Boehning, Secretary
(SEAL)



ST. JOHNS COUNTY PROJECT STATUS UPDATE

JANUARY 2023

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in St. Johns County (SJC) was completed in 1989. Phase II of the DMMP was completed in 1992 and updated in 2017. All major land acquisition was completed in 1995. *(Please see the attached maps).*

The 50-year dredging projection for the 44.69 miles of Intracoastal Waterway in the County is approximately 4.7 million cu/yds, and the storage projection is 10 million cu/yds. This is approximately 1 million cu/yds greater than previously estimated in 1989. There are five (5) dredging reaches in this county. Reach I in the Palm Valley area constitutes approximately 21% of the total estimated dredging volume in SJC. Apart from the IWW in the vicinity of the St. Augustine Inlet area, Reaches II, III and IV have never been dredged and are naturally deep areas of the waterway with minimal shoaling. Frequent dredging around the inlet continually results in significant quantities of beach-compatible material primarily placed on Anastasia State Park beaches just south of the inlet entrance.

Note that maintenance dredging in Dredging Reach V in the vicinity of the Matanzas Inlet is 66% of the County's total projected dredging volume. With a frequency of about every 2.7 years, this reach has the highest shoaling frequency of all of the District's waterways.

Dredged Material Management Area Development:

To date, two of the four upland Dredged Material Management Areas in the County have been fully constructed (DMMA SJ-14 & SJ-1). The other two, DMMA SJ-20A and DMMA SJ-29, have had Phase I development (cleared & fenced) completed. Periodically, (mostly recently in 2020), these sites require additional maintenance clearing of vegetation, mostly along the fence lines. DMMA SJ-14 is scheduled to be utilized for the forthcoming USACE maintenance dredging project for Palm Valley South. The weir and pipeline were evaluated in 2021 for service availability. The weir was reconstructed in 2022. Also in 2022, a contractor was allowed to remove material from SJ-14 in return for necessary general clearing and grubbing. The project has been completed. *(Please note that DMMA DU-9, although physically located in the northern portion of St. Johns County, is included in the DMMP updates for Duval County for continuity).*

Phase II development (plans & specifications) were investigated for DMMA SJ-20-A. However, salinity concerns and low dredging volumes have predicated a revised strategy for this site. Initial inquiries in 2016 leading to the potential relocation of this site were unsuccessful. The site will remain in inventory for dry material handling, storage and staging. The DMMP also identifies two frequently utilized beach disposal areas in this county. Material from the St. Augustine Inlet is routinely placed on the beach of Anastasia State Park, while beach-compatible material dredged from the IWW near Matanzas Inlet is placed on DMMA SJ-MB, located south of the Inlet.

Material was removed by St. Johns County from DMMA SJ-1 in 2011 to repair the sand dunes at Summer Haven Beach. At that time, the District removed material that had been wind-swept out of the site by Tropical Storm Fay. This work was coordinated with the County's contractor and 80% of the District's cost was reimbursed by FEMA. The County also removed additional material from the site in 2014 and 2015 and has expressed an interest in continuing access to this material. The Florida Department of Environmental Protection (FDEP) requested beach-compatible material from DMMA SJ-1 both pre and post-Hurricane Matthew in early October of 2017. The initial FDEP contractor



ST. JOHNS COUNTY PROJECT STATUS UPDATE

JANUARY 2023

significantly damaged the existing south berm and was dismissed. Approximately 30,000 cu/yds of material was removed for area beaches during this project and the subsequent contractor also repaired the previous berm damage. In 2019, DMMA SJ-1 was discovered to be inundated with numerous gopher tortoises. The Board has approved several actions to relocate the tortoises, remediate the existing burrows and construct an exclusion fence. The project is ongoing as of this writing.

Waterway Dredging

The dredging of the northern portion of Reach I, Palm Valley, was completed in early 2010, with 255,000 cu/yds of material being placed in DMMA DU-9. That project completed the maintenance of 15 miles of channel in the Palm Valley Cut. The U.S. Army Corps of Engineers (USACE) is initiating a dredging project for Palm Valley South in 2023.

A project in Dredging Reach III, in the vicinity of St. Augustine Inlet, was completed in 2011, with the material being placed on the beach at Anastasia State Park. This area was dredged again in 2017, and following severe damage by Hurricane Matthew, the USACE, FIND and St. Johns County worked together to modify the existing dredging contract. The approved placement area (previously Anastasia State Park south of the inlet) was modified to allow placement of the dredged material (approximately 123,000 cu/yds) on the severely eroded beaches north of the inlet (Vilano Beach). Another 170,000 cu/yds of beach-compatible material was removed from the IWW and placed on the state park's beach in 2019.

In 2011, approximately 238,000 cu/yds of material was maintenance dredged from Dredging Reach V near Matanzas Inlet. This material was placed on the southern portion of Summer Haven Beach. Maintenance dredging also took place in 2017, with approximately 432,000 cu/yds of material placed on the County's beaches. This area was dredged again in 2019/2020 by the USACE, with an estimated 350,000 cu/yds of material placed on Summer Haven beach. Following Hurricanes Ian and Nicole in 2022, several breeches have developed in Summer Haven Beach. These breeches are expected to impact shoaling in the vicinity of the IWW. In 2019, FIND expanded the Flagler dredging effort to include approximately 266,722 cu/yds of shoaled material in St. Johns Reach V. The material was successfully placed at DMMA FL-3.

Waterways Economic Study

The St. Johns County Waterways Economic Study was completed in 2005 and updated in 2017. The latest update calculates that the waterway in SJC produces over \$849 million in annual economic benefits, with \$122.5 million in overall tax revenues. Waterway-related tourism produces roughly \$642 million in annual revenues. There are approximately 8,211 waterway-related jobs in SJC and an estimated 11,000 registered boats. The Economic Study will again be updated in 2023.

Waterways Assistance Program

Since 1986, the District has provided over \$10.8 million in Waterways Assistance Program funding to 91 projects in the county having a total constructed value of \$29.7 million. The County, the City of St.



ST. JOHNS COUNTY PROJECT STATUS UPDATE

JANUARY 2023

Augustine, and the St. Augustine Port, Waterway and Beach District have all participated in the program. *(Please see attached location map and listing).*

Some funded projects of note include: the St. Augustine Municipal Marina; the St. Augustine Lighthouse; public boat ramps at Riverdale, Frank Butler, Shore Drive and Vilano Beach; and public channel dredging in Salt Run, Frank Butler and St. Augustine South boat ramps.

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in St. Johns County: the Guana Tolomato Matanzas National Estuarine Research Reserve Environmental Education Center; Florida Clean Marina Program; Florida Clean Vessel Act Program; Anastasia State Park Environmental Education Signage; Florida Marine Patrol Officer Funding; and the St. Johns River Boating Safety Search and Rescue Program. The District's funding assistance for the St. Johns County portion of these projects was approximately \$790,000.00.

Interlocal Agreement Program

The District's Interlocal Agreement Program has provided funding assistance for the following projects with elements in St. Johns County, the Florida Clean Marina Program and the Florida Clean Vessel Act Program. The District's funding assistance for the St. Johns County portion of these projects was approximately \$25,000.00.

Waterway Clean Up Program

For several years, the District partnered with St. Johns County Solid Waste Department on waterway clean-ups. In 2012, the Lighthouse Archaeological Maritime Program (LAMP), Inc., a group associated with the St. Augustine Lighthouse & Museum, participated in this program. The Matanzas Riverkeeper's Litter Gitter is currently participating in the waterway cleanup program within St. Johns County.

Small-Scale Derelict Vessel Removal Program

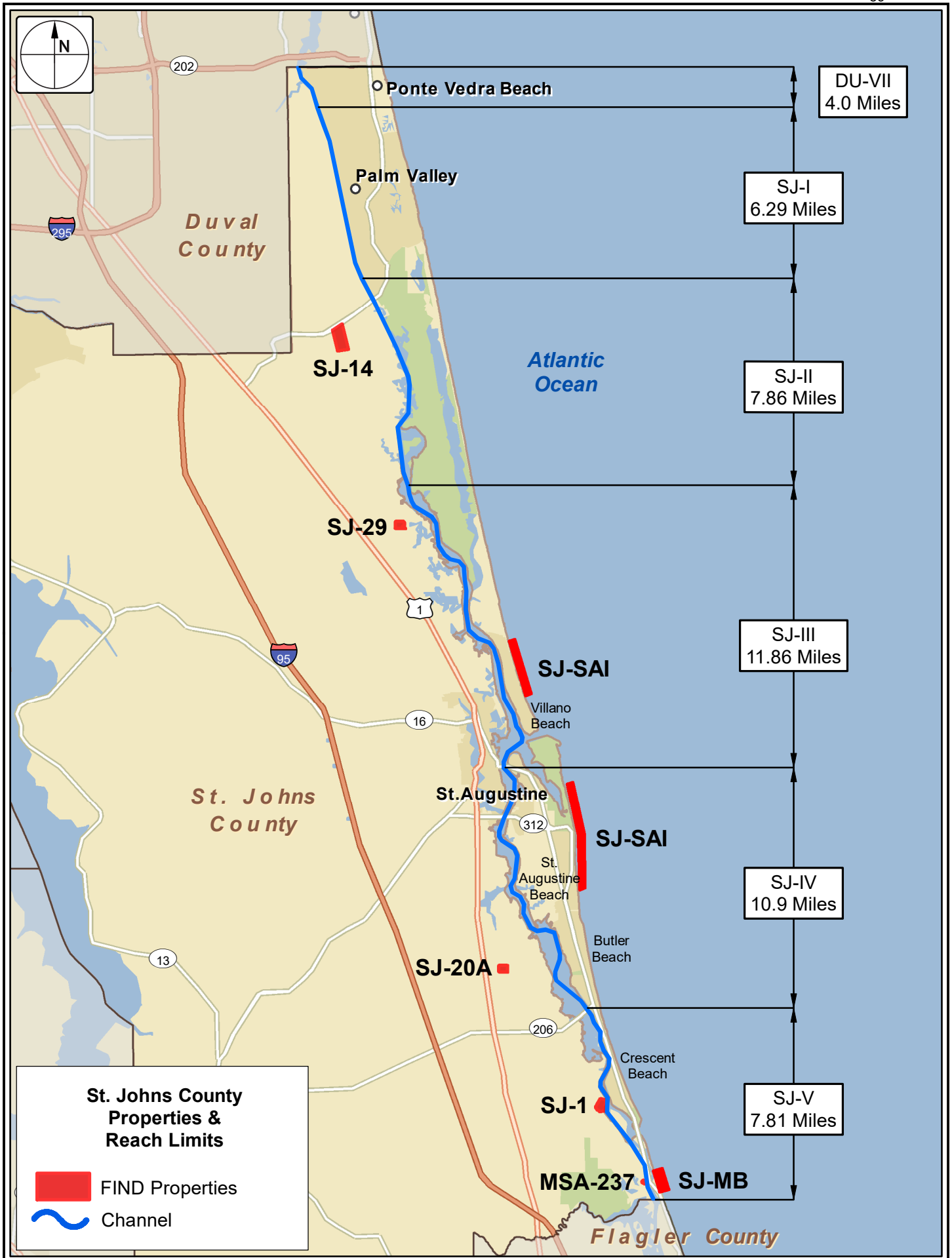
Fifteen derelict vessels have been removed in St. Johns County through this program.

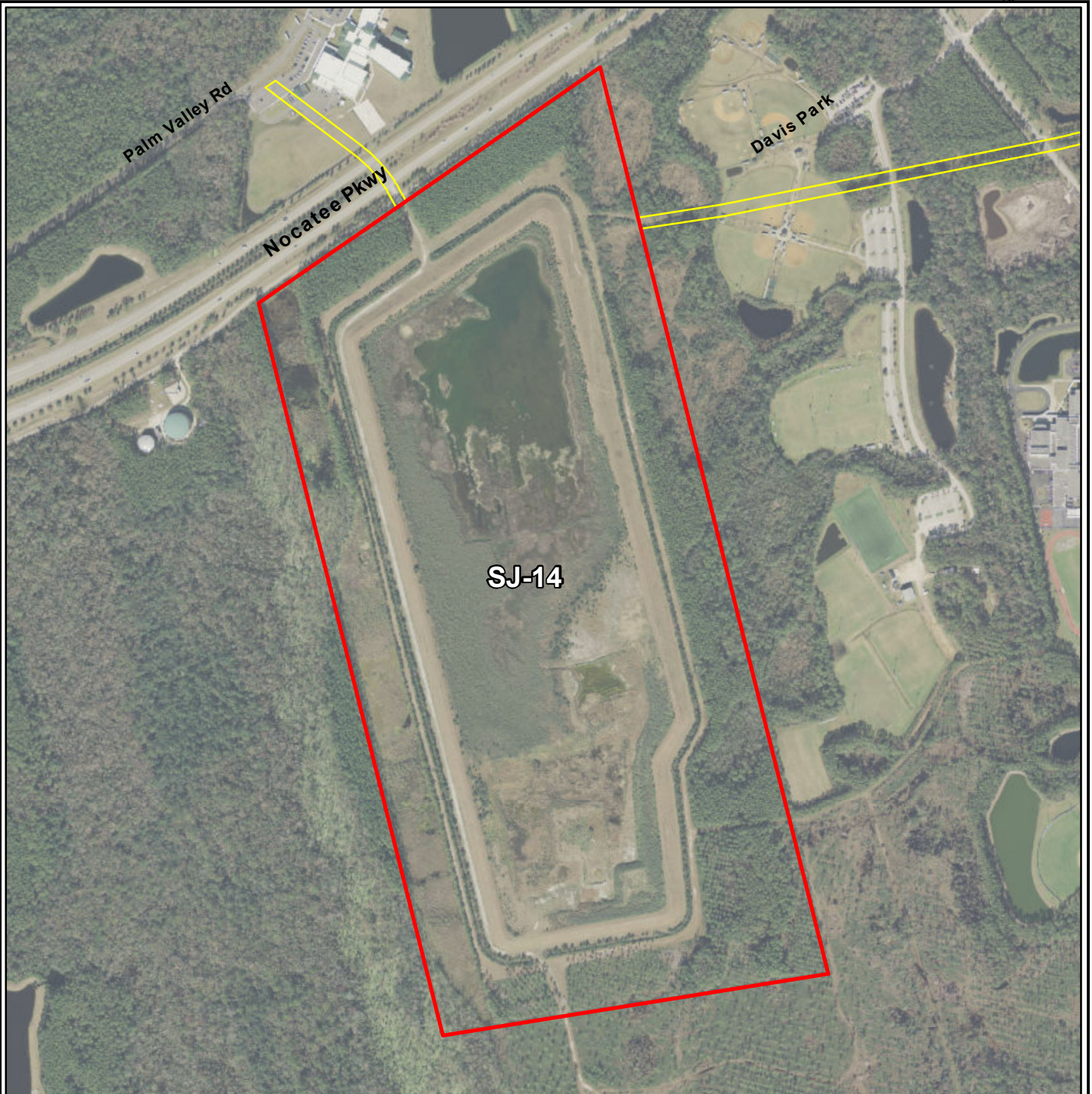
Small-Scale Spoil Island Enhancement and Restoration Program

To date, no spoil island projects have been funded in St. Johns County.

Public Information Program

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





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

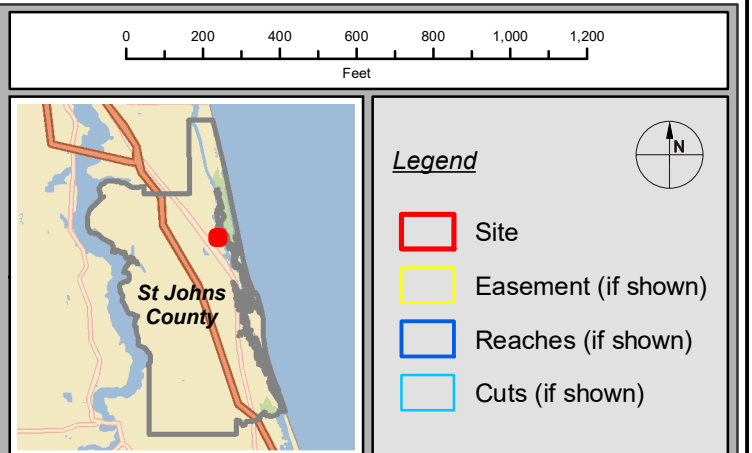
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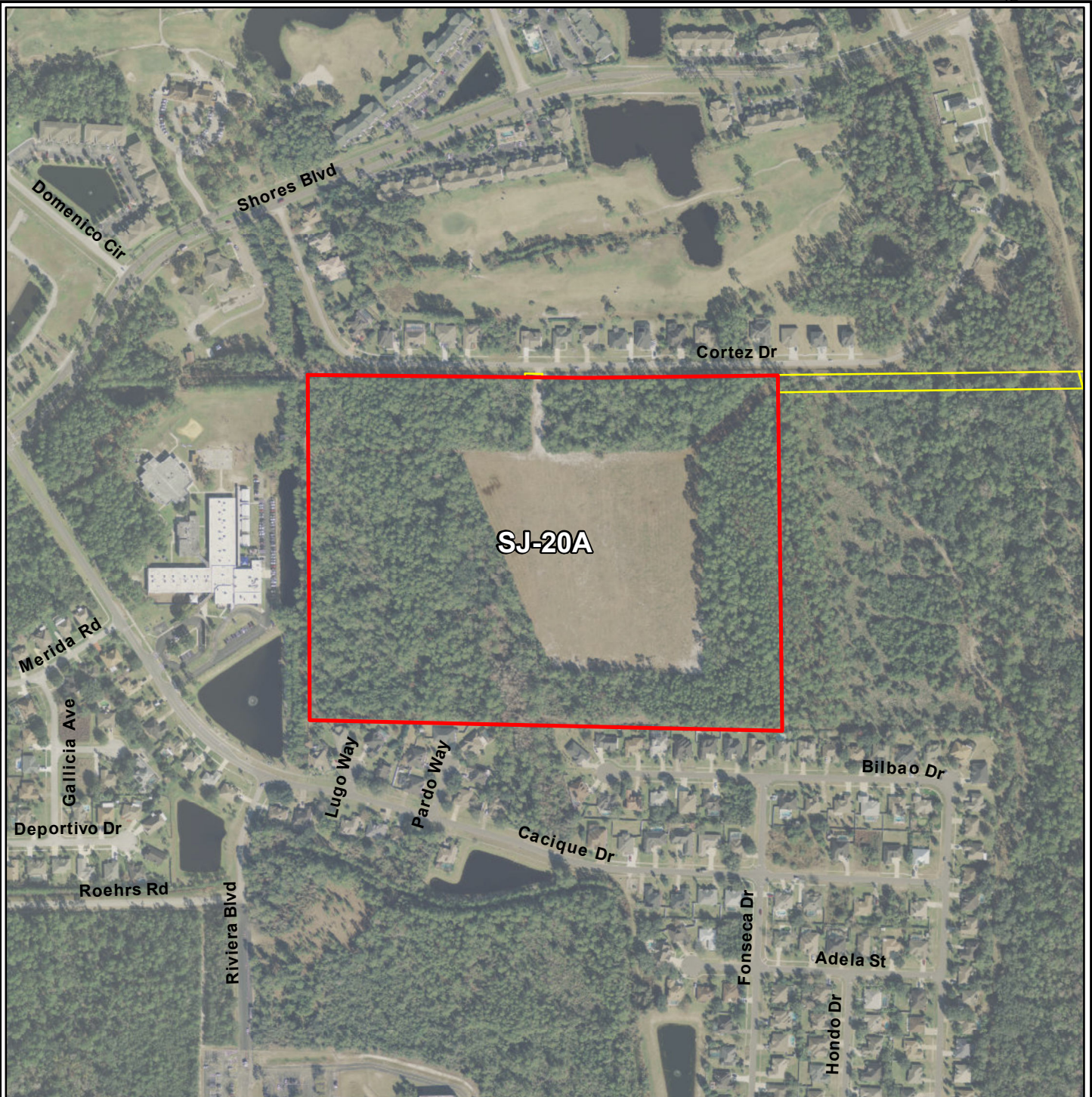
- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)

N



Site	SJ-29
Common Name	Palencia
County/City	St. Johns/Unincorporated
Geographic Proximity	Deep Creek to Bridge of Lions (Guana River)
Acquisition Dates	6/1/1992
Status	Not constructed; partially cleared
Year Constructed	NA
Reach/Cuts	SJ-III / SJ-16 to SJ-32
Site Acres	48.9
Basin Acres	14.75
Design Capacity (cy)	146,751

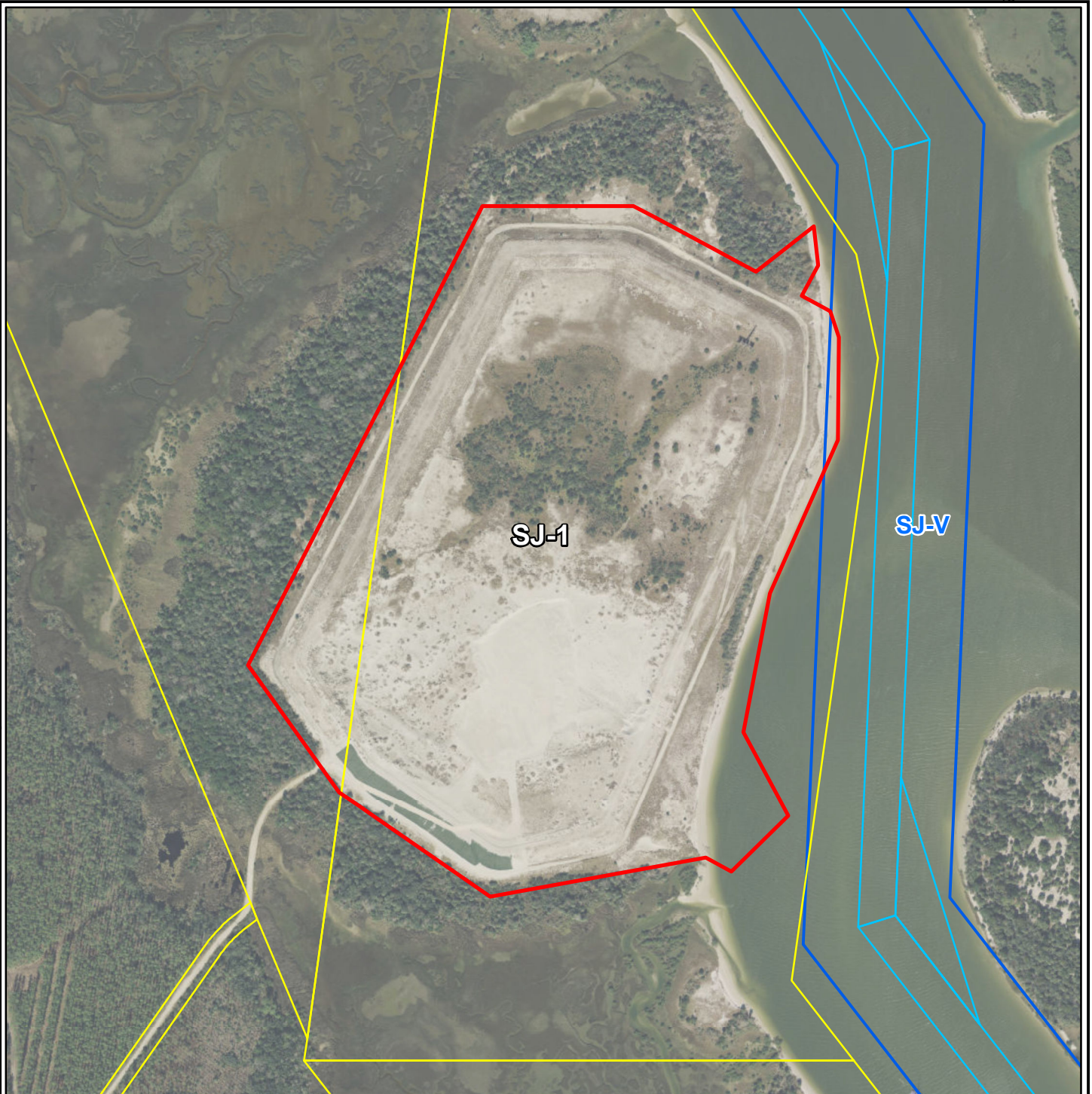




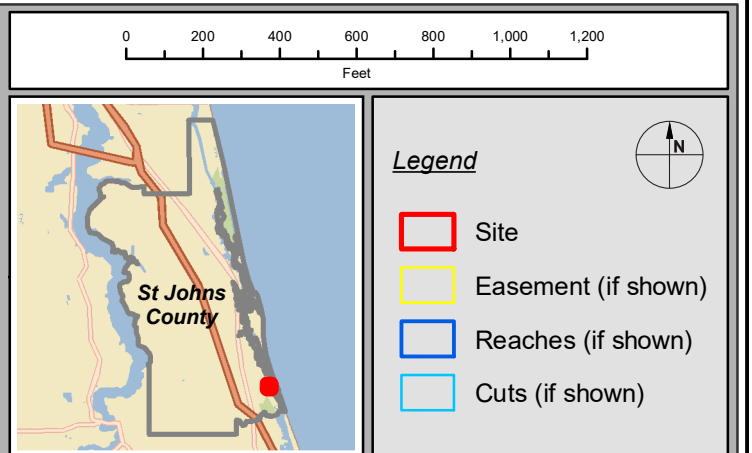
Site	SJ-20A
Common Name	St Augustine Shores
County/City	St. Johns/Unincorporated
Geographic Proximity	Bridge of Lions to S.R. 206
Acquisition Dates	9/3/1992, 8/18/1995
Status	Property Acquired
Year Constructed	N/A
Reach/Cuts	SJ-IV / SJ-33 to SJ-49
Site Acres	44.8
Basin Acres	7.65
Design Capacity (cy)	55,743

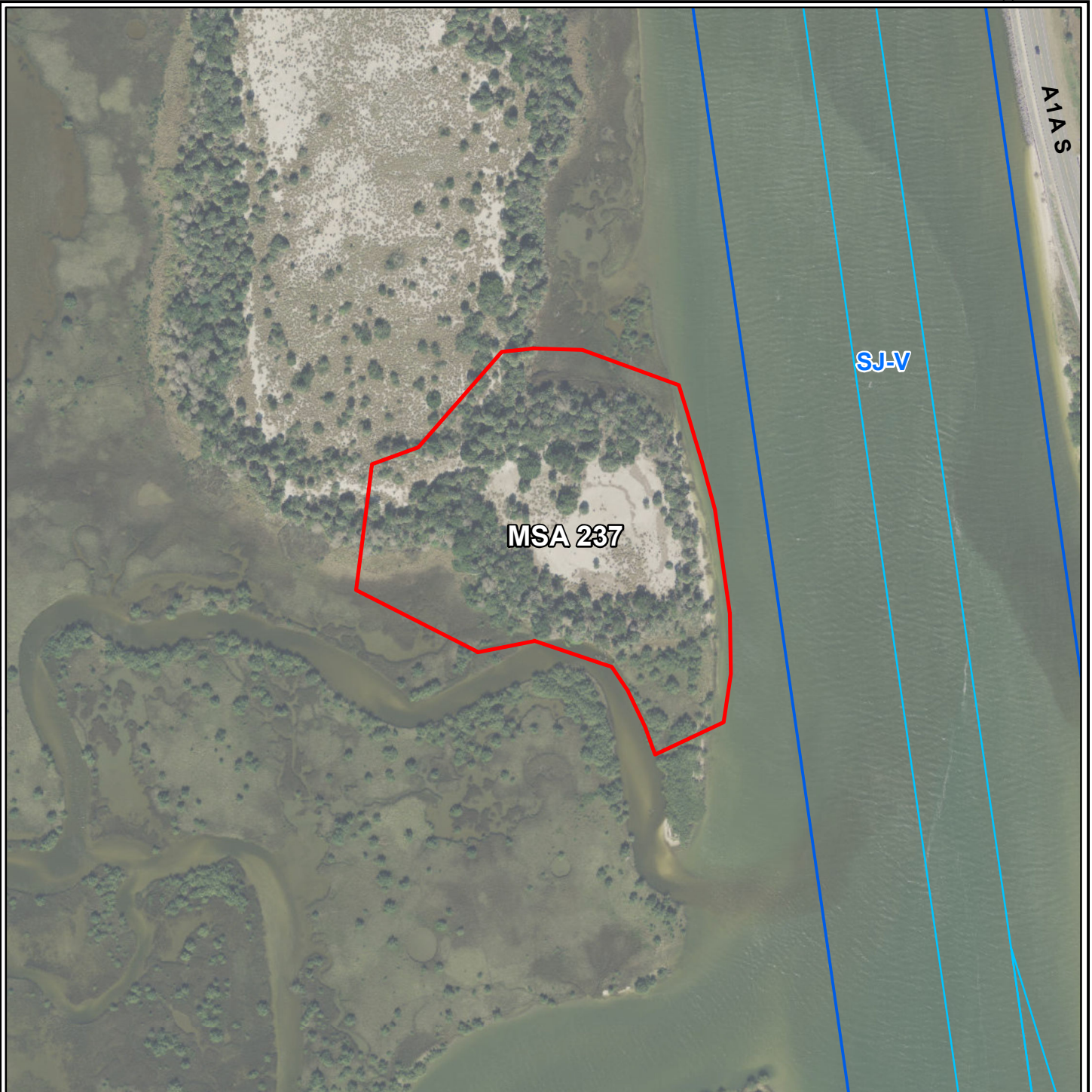
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- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)

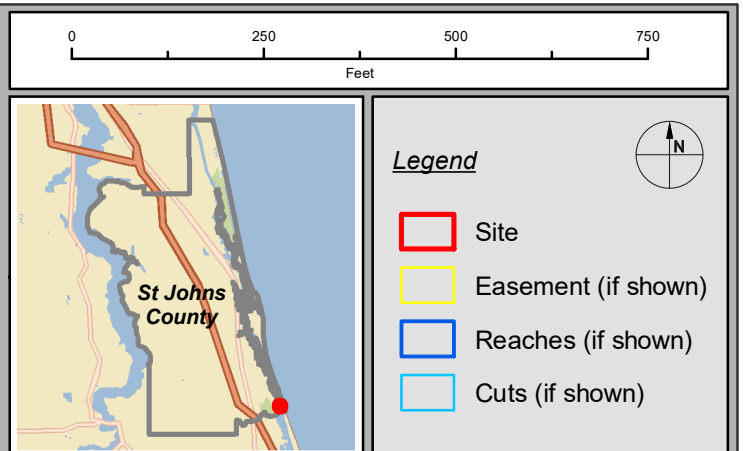


Site	SJ-1
Common Name	Matanzas Site
County/City	St. Johns/Unincorporated
Geographic Proximity	S.R. 206 to Marineland
Acquisition Dates	9/23/1942, 2/28/1994
Status	Constructed
Year Constructed	2000
Reach/Cuts	SJ-V / SJ-51 to F-1
Site Acres	74
Basin Acres	60
Design Capacity (cy)	646,500



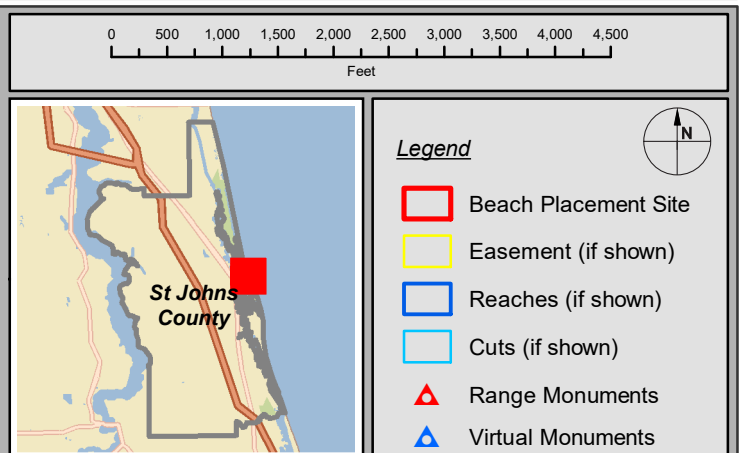


Site	MSA 237
Common Name	Summer Haven
County/City	St. Johns/Marineland
Geographic Proximity	West of Summerhaven River
Acquisition Dates	11/4/2008
Status	Not constructed; no plans
Year Constructed	N/A
Reach/Cuts	SJ-V / SJ-51 to F-1
Site Acres	6.7
Basin Acres	N/A
Design Capacity (cy)	0



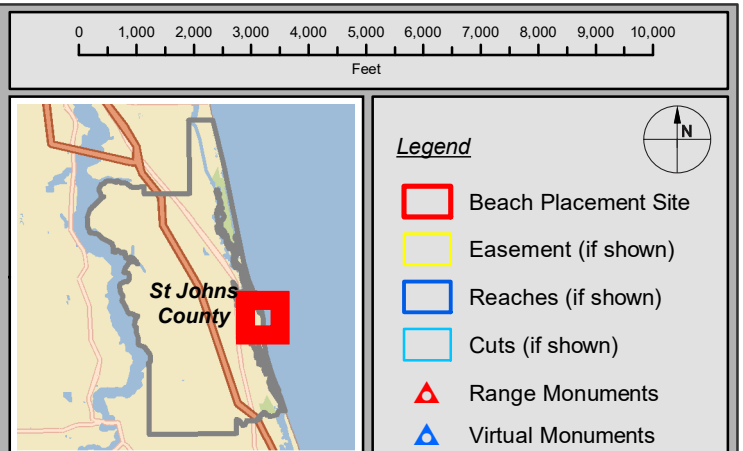


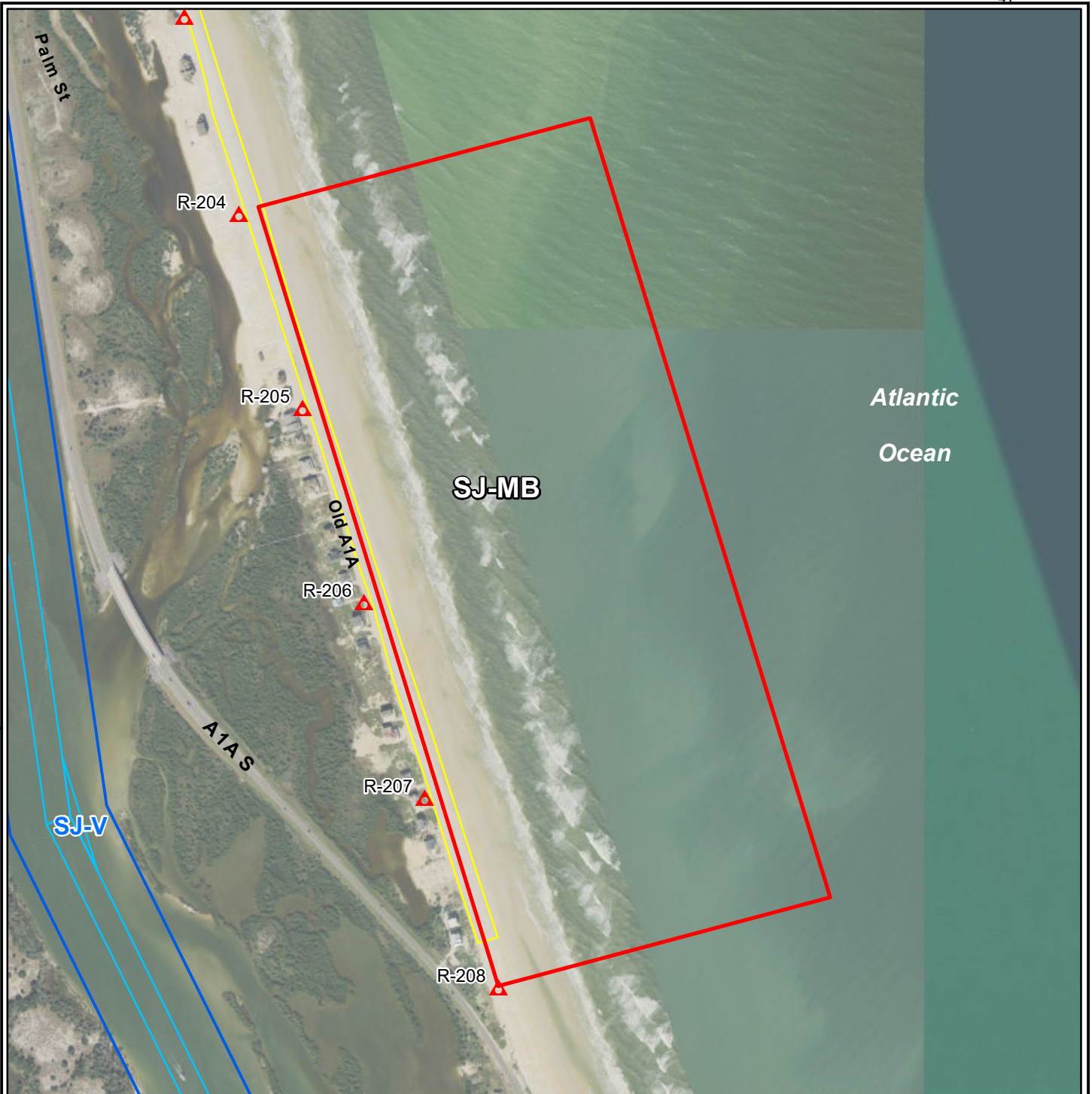
Site	SJ-SAI
Common Name	St. Augustine Inlet North
County/City	St. Johns/Unincorporated
Geographic Proximity	Vilano/North Beach
Acquisition Dates	N/A
Status	N/A
Year Constructed	N/A
Reach/Cuts	V-IV
Site Acres	
R Monument Range	R-107 to R-117
Design Capacity (cy)	N/A



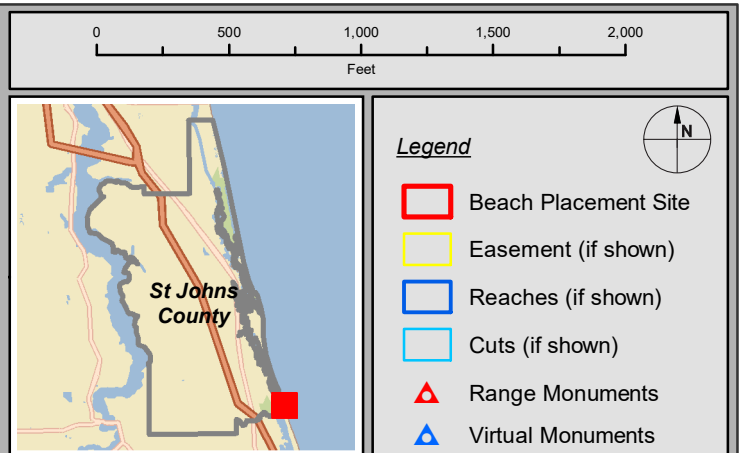


Site	SJ-SAI
Common Name	St. Augustine Inlet South
County/City	St. Johns/St. Augustine Beach
Geographic Proximity	Anastasia Island
Acquisition Dates	N/A
Status	N/A
Year Constructed	N/A
Reach/Cuts	V-IV
Site Acres	
R Monument Range	R-132 to R-152
Design Capacity (cy)	N/A





Site	SJ-MB
Common Name	Matanzas Inlet
County/City	St. Johns/Unincorporated
Geographic Proximity	Summer Haven Beach
Acquisition Dates	N/A
Status	N/A
Year Constructed	N/A
Reach/Cuts	V-IV
Site Acres	
R Monument Range	R-204 to R-208
Design Capacity (cy)	N/A



Economic Benefits of the District Waterways

ST. JOHNS COUNTY



TOTAL ANNUAL ECONOMIC IMPACT

Annual value created by the ICW and ICW activities

\$849 MILLION

\$642 Million¹

Generated annually by **tourism spending** from **381,275** tourists



\$91 Million²

Generated annually by local **boater spending** from St. Johns County registered vessels



\$116 Million³

Portion of annual **property sales value** attributable to ICW proximity.



The ICW is utilized by many businesses located along this waterbody. As the **Northeast Florida Regional Airport** is located right along the ICW, businesses located here use the ICW to transport aircraft.

The Intracoastal Waterway (Marine I-95) currently supports **8,211 jobs** in St. Johns County.

FIND INVESTMENT

In the ICW of **\$98,864**⁴ annually avoids lost revenue of **\$69 Million** and **814** lost jobs.



ADDITIONAL TAX BENEFITS



Federal Tax Revenue

\$67 Million



State and Local Tax Revenue

\$55 Million

Registered Vessels Utilizing the ICW:
11,033⁵



⇒ Pleasure Boating: 5,075



⇒ Fishing: 3,199



⇒ Sailing and other activities: 772



⇒ Watersports: 1,545

¹ Includes both in-state and out-of-state tourists. Out-of-state tourist number based on a national survey; respondents who reported ICW in St. Johns County as a primary activity. In-state tourists reported visiting from outside St. Johns County; based on survey results, respondents who reported ICW in St. Johns County as a primary activity

² Based on survey of locally registered boaters, adjusted for boaters spending 3 or more days on the ICW

³ Based on hedonic modelling of premium associated with frontage or proximity to ICW; St. Johns property values total about \$35 billion. Details for all calculations can be found in Final Report.

⁴ The average annual investment from FIND to dredging projects. Does not reflect the total average annual cost of dredging projects.

⁵ Based on actual 2017 registration data and survey results. This number is an estimate of the number of registered vessels that utilize the ICW annually. The total number of vessels registered in St. Johns County as of December 2018 is 15,385.

Economic Benefits of the District Waterways

ST. JOHNS COUNTY



Within St. Johns County, The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Intracoastal Waterway (ICW). Nearly \$8.8 million has been invested in the St. Johns portion of the ICW in the past 10 years. These investments and the ICW itself generate significant economic impact throughout the twelve-county region and beyond.

Different modeling techniques were used to estimate the value created by the ICW. To find the share of property value that is attributable solely to the proximity to the ICW, hedonic modeling was used. Hedonic modeling for St. Johns County showed that proximity to the Intracoastal Waterway adds value to homes within 1500m of the ICW. In total, the ICW makes up about \$1.9 billion, or 6%, of the \$35 billion in St. Johns County property values. Annualized, the ICW makes up about \$116 million in actual sales value yearly.

Portion of Property Value Attributable to ICW Proximity

Property Type	% of sales value attributable to proximity to ICW	Sales value attributable to ICW—all properties
Waterfront	66%	\$1.6 billion
Canal/River Access to ICW (Single family only)	32%	\$149.9 million
Non waterfront - 500m from ICW	5% - 4%	\$132.4 million
500m - 1500m from ICW	3% - 1%	\$73.6 million



**WATERWAYS ASSISTANCE PROGRAM PROJECTS
ST. JOHNS COUNTY
1986-2022**

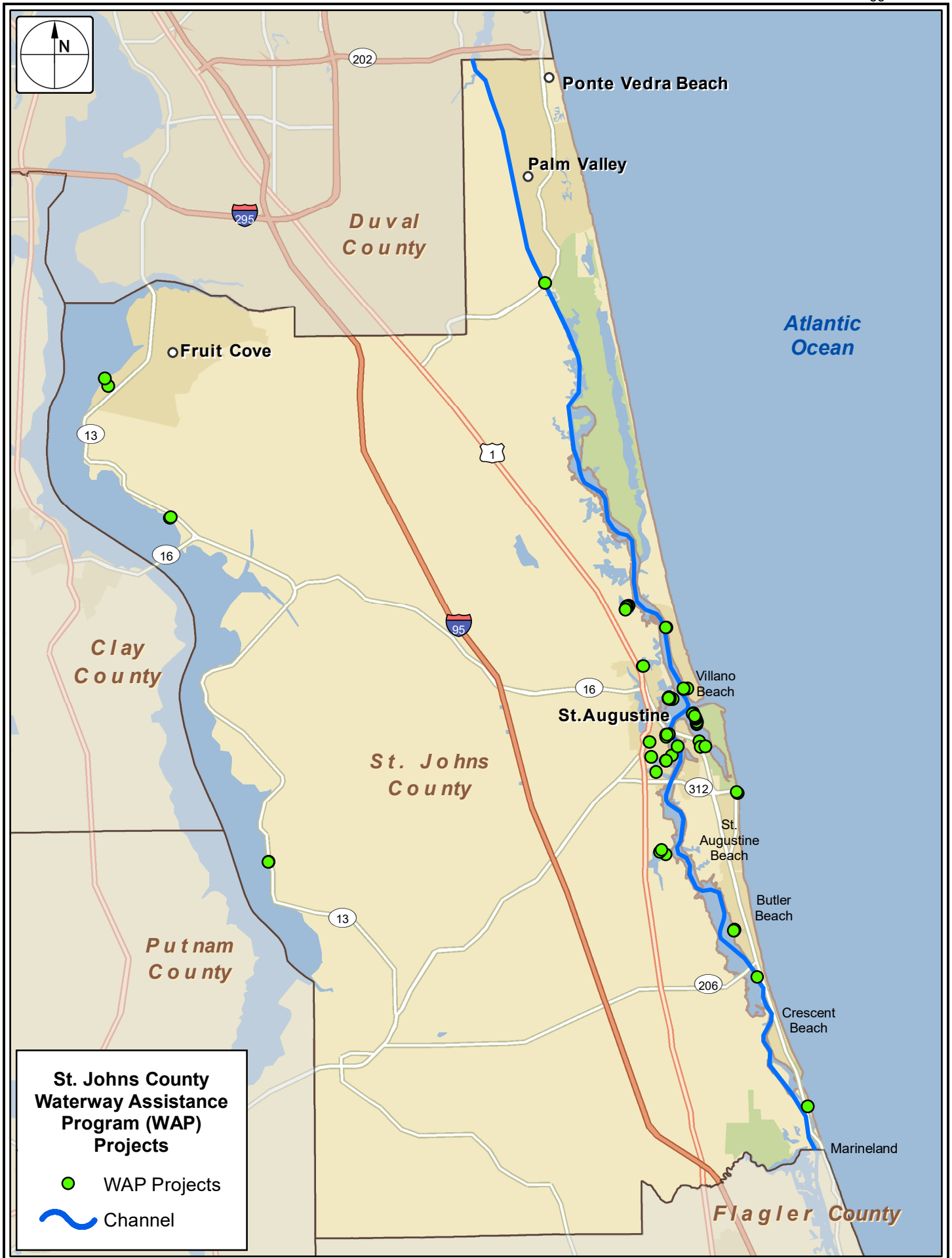
Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
I.C.W. Nature Greenway/ Boardwalk Replacement	SJ-01-17	St. Johns County	\$57,105	\$207,837
Vilano I.C.W. Fishing Pier Improvements	SJ-01-18	St. Johns County	\$107,900	\$225,809
Riverdale Boat Ramp Improvements	SJ-02-20	St. Johns County	\$175,000	\$350,000
Rattlesnake Island - Phase I (Expired)	SJ-03-22	St. Johns County	\$50,000	\$100,000
St. Johns River Park - Phase I	SJ-03-23	St. Johns County	\$32,500	\$65,000
Vaill Point Park - Phase I	SJ-03-24	St. Johns County	\$30,000	\$60,000
Moultrie Creek Bluff Stabilization & Beach Access	SJ-04-26	St. Johns County	\$100,000	\$600,000
Frank Butler Park West - Phase I	SJ-05-28	St. Johns County	\$35,000	\$70,000
Shore Drive Boat Ramp - Phase I	SJ-05-29	St. Johns County	\$30,000	\$60,000
Alpine Groves Fishing Pier - Phase I	SJ-07-31	St. Johns County	\$25,000	\$50,000
Frank Butler Park West Construction - Phase I I	SJ-07-32	St. Johns County	\$239,750	\$520,500
Shore Drive Boat Ramp Improvements	SJ-07-33	St. Johns County	\$105,000	\$210,000
Alpine Groves Fishing Pier - Phase I I Construction	SJ-08-34	St. Johns County	\$150,000	\$300,000
Fort Mose Boardwalk Canoe/ Kayak Platform - Phase I	SJ-08-35	St. Johns County	\$40,000	\$80,000
Green Road Boat Ramp	SJ-08-36	St. Johns County	\$60,000	\$120,000
Usina Boat Ramp Improvements	SJ-08-37	St. Johns County	\$80,000	\$160,000
Usina Boat Ramp Fishing Pier Replacement	SJ-09-39	St. Johns County	\$80,000	\$160,000
Vilano Beach Fishing Pier Floating Dock - Phase I	SJ-09-40	St. Johns County	\$25,000	\$50,000
Fort Mose Boardwalk & Canoe/ Kayak Platform - Phase I I	SJ-10-43	St. Johns County	\$54,800	\$109,600
River House Fishing Pier	SJ-10-44	St. Johns County	\$75,000	\$150,000
Vilano Beach Fishing Pier Floating Dock Addition-ph I I	SJ-11-47	St. Johns County	\$160,000	\$320,000
Vilano Beach Boat Ramp Dredging	SJ-12-51	St. Johns County	\$40,000	\$80,000
Vilano Beach Fishing Pier Remediation	SJ-14-58	St. Johns County	\$300,000	\$721,954
Old Shands Bridge Redevelopment	SJ-87-1	St. Johns County	\$20,000	\$49,000
Old Shands Bridge Parking Lot	SJ-87-2	St. Johns County	\$23,175	\$46,350
Vilano Boat Basin	SJ-87-3	St. Johns County	\$8,000	\$16,000
Vilano Boat Basin Study	SJ-88-4	St. Johns County	\$11,128	\$38,256
Channel Dredging (Butler Park & St. Augustine South)	SJ-89-5	St. Johns County BCC	\$60,000	\$153,000
Vilano Boat Basin Dredging	SJ-89-6	St. Johns County	\$10,000	\$24,300
Vilano Boat Basin/Ramp Repairs	SJ-92-9	St. Johns County	\$37,500	\$75,000
Butler Park Channel Dredging, Parking & Road Imp.	SJ-97-12	St. Johns County	\$51,753	\$103,505
South Avendia Menendez Seawall - Phase I (Expired)	SJ-SA-02-19	City Of St. Augustine	\$62,500	\$125,000
San Sebastian River Walk - Phase I (Cancelled)	SJ-SA-03-21	City Of St. Augustine	\$12,500	\$25,000
St. Augustine Municipal Marina - Phase I (Expired)	SJ-SA-04-25	City Of St. Augustine	\$12,500	\$25,000
S. Avenida Menendez Seawall - Phase I I (Withdrawn)	SJ-SA-05-27	City Of St. Augustine	\$240,000	\$2,100,000
Lighthouse Park Boat Ramp - Floating Dock Improvements	SJ-SA-07-30	City Of St. Augustine	\$71,550	\$143,100

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
ST. JOHNS COUNTY
1986-2022**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Initial Dredging Of The Salt Run Channel	SJ-SA-09-38	City Of St. Augustine	\$434,705	\$600,000
Salt Run Navigation Channel Dredging	SJ-SA-10-41	City Of St. Augustine	\$320,059	\$426,745
Barge Terminal Channel Restoration Dredging - Phase I	SJ-SA-10-42	St. Aug/SJC Airport Auth	\$40,000	\$80,000
Dredging Of Municipal Marina Basin	SJ-SA-11-45	City Of St. Augustine	\$200,000	\$400,000
Barge Terminal Navigation Channel Restoration - Ph I I	SJ-SA-11-46	St. Aug/SJC Airport Auth	\$98,430	\$200,000
Dredging Of Salt Run	SJ-SA-12-48	City of St. Augustine	\$210,000	\$280,000
Dredging Of San Sebastian River Channel	SJ-SA-12-49	City of St. Augustine	\$100,000	\$200,000
Dredging of Salt Run Channel Phase 4	SJ-SA-13-52	City of St. Augustine	\$210,000	\$280,000
Dredging of San Sebastian River Channel Ph 4	SJ-SA-13-53	City of St. Augustine	\$130,917	\$261,834
Salt Run Navigation Channel Dredging Ph V	SJ-SA-14-56	City of St. Augustine	\$170,066	\$226,800
Lighthouse Park Boat Ramp Repair	SJ-SA-14-57	City of St. Augustine	\$25,000	\$50,000
Salt Run Channel Dredging Part 6	SJ-SA-15-60	City of St. Augustine	\$150,000	\$200,000
Riberia Pointe Kayak Launch Ph I	SJ-SA-15-61	City of St. Augustine	\$10,000	\$20,000
San Sebastian River Channel Dredging Part 3	SJ-SA-15-62	City of St. Augustine	\$150,000	\$300,000
Municipal Marina Project	SJ-SA-90-7	City of St. Augustine	\$95,000	\$2,514,283
Municipal Marina Project - Phase I I	SJ-SA-91-8	City of St. Augustine	\$110,000	\$2,497,300
Repair Of The St. Augustine Lighthouse	SJ-SA-93-10	City of St. Augustine	\$174,300	\$415,000
Public Event/ Activities Pier	SJ-SA-95-11	City of St. Augustine	\$20,000	\$45,000
St. Augustine Lighthouse Refurbishment & Protection	SJ-SA-99-15	City of St. Augustine	\$47,150	\$94,300
St. Augustine Municipal Marina - Disaster Repairs	SJ-SA-99-16	City of St. Augustine	\$75,000	\$450,000
Barge Terminal Nav. Channel Restoration Dredging - Ph B	SJ-SAP-12-50	St. Aug/SJC Airport Authority	\$91,870	\$183,740
Barge Navigation Channel Maintenance Dredging Ph IV	SJ-SAP-13-54	St. Aug/SJC Airport Authority	\$100,000	\$200,000
Barge Navigation Channel Ramp Repair Ph I (design)	SJ-SAP-13-55	St. Aug/SJC Airport Authority	\$25,000	\$50,000
Barge/Sea Plane Ramp Ph II	SJ-SAP-15-59	St. Aug/SJC Airport Authority	\$185,000	\$370,000
Salt Run Shoal Removal & Beach Nourishment	SJ-SAP-98-13	Aug. Port, Wtwy. & Beach D	\$180,000	\$622,250
Salt Run Shoal Removal & Beach Nourishment	SJ-SAP-99-14	Aug. Port, Wtwy. & Beach D	\$50,000	\$145,200
Frank Butler Park West Boat Ramp Dredging	SJ-16-190	St. Johns County	\$60,000	\$120,000
Summer Haven River Restoration	SJ-SAP-16-191	St. Augustine Port, Waterwa	\$50,000	\$100,000
Shoal Markers for Menendez Mooring Field	SJ-SA-16-192	City of St. Augustine	\$10,000	\$20,000
St. Augustine Seawall Connectivity	SJ-SA-16-193	City of St. Augustine	\$200,000	\$400,000
Salt Run Dredging Part 7	SJ-SA-16-194	City of St. Augustine	\$150,000	\$300,000
Palm Valley Boat Ramp, PH I	SJ-17-198	St. Johns County	\$40,000	\$80,000
Public Safety Docking Facility	SJ-17-199	St. Johns County	\$164,564	\$503,398
St. Johns County Sheriff's Maritime LE Vessel	SJ-18-203	St. Johns County	\$53,217	\$425,734
Riberia Pointe Kayak Launch, PH II	SJ-SA-17-195	City of St. Augustine	\$90,000	\$180,000
St Augustine LE Patrol Boat	SJ-SA-17-196	City of St. Augustine	\$60,000	\$120,000

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
ST. JOHNS COUNTY
1986-2022**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Salt Run Channel Dredging, PH 8	SJ-SA-17-197	City of St. Augustine	\$150,000	\$200,000
St. Augustine Municipal Marina Repairs	SJ-SA-17-200E	City of St. Augustine	\$625,000	\$2,500,000
St. Augustine Pier Repairs	SJ-SA-17-201E	City of St. Augustine	\$99,178	\$396,710
Salt Run Channel Dredging, PH 9	SJ-SA-18-202	City of St. Augustine	\$150,000	\$20,000
Palm Valley East Redesign, PH I	SJ-19-205	St. Johns County	\$25,000	\$50,000
Riverdale Boat Ramp Park Land Acquisition	SJ-19-206	St. Johns County	\$86,250	\$115,000
Vilano Landing Redesign	SJ-19-207	St. Johns County	\$250,000	\$500,000
Salt Run Dredging, PH 10	SJ-SA-19-204	City of St. Augustine	\$150,000	\$200,000
Vilano Dredge	SJ-20-208	St. Johns County	\$180,000	\$240,000
Salt Run Navigation Channel Maintenance Dredging	SJ-SA-20-209	City of St. Augustine	\$150,000	\$200,000
Doug Crane Boat Ramp Improvements	SJ-21-211	St. Johns County	\$150,000.00	\$300,000.00
Palm Valley East Boat Ramp Phase II	SJ-21-212	St. Johns County	\$31,000.00	\$62,000.00
Palm Valley West Boat Ramp Phase II	SJ-21-213	St. Johns County	\$450,000.00	\$900,000.00
Riverdale Boat Ramp Parking Phase I	SJ-22-216	St. Johns County	\$50,000.00	\$100,000.00
Salt Run Navigational Channel Maintenance Dredging 2021	SJ-SA-21-210	City of St. Augustine	\$150,000.00	\$200,000.00
Avenida Menendez Seawall Continuation Project	SJ-SA-22-214	City of St. Augustine	\$550,000.00	\$1,500,000.00
Salt Run Navigation Channel Dredging 2022	SJ-SA-22-215	City of St. Augustine	\$150,000.00	\$200,000.00
St. Augustine Marine Breakwater Repairs	SJ-SA-23-217E	City of St. Augustine	\$500,000.00	\$1,000,000.00
Totals:			\$10,849,366	\$29,739,505





**US Army Corps
of Engineers®**
Jacksonville District

**IWW STATUS UPDATE
FIND
Board of Commissioners Meeting
January 20, 2023**



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 Apr 2020A |
| • NEPA/ERP complete | 20 Apr 2021A |
| • BCOE Certification complete | 20 Apr 2021A |
| • Re Advertised | 20 Jul 2021 A |
| • Open Bids | 19 Aug 2021A |
| • Award | 17 Sept 2021A |
| • Construction Complete | 17 DEC 2022 30 Apr 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 64%, drainage blanket at 70% , perimeter ditch at 40%, demolition of existing structures is at approximately 98%. Earthwork for pond 1 is complete while pond 3 is 75% complete and pond 4 is 90% 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 January 20, 2023**





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**IWW STATUS UPDATE
FIND
Board of Commissioners
Meeting January 20, 2023**



DMMA O23 Progress Photos:





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Jacksonville District

**IWW STATUS UPDATE
FIND
Board of Commissioners
Meeting January 20, 2023**



2. 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 02 Dec 22 |
| • Advertise | 22 Jul 22 |
| • Bid Opening | 30 Sep 22 13 Dec 22A |
| • Award | 2 March 23 17 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: Bid opening occurred on 13 December. Lowest bidder is below the government estimate. Tracking a 17 January 23 award.

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



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3. 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 south 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 | 07 Apr 23 |
| • Advertise | 21 Apr 23 |
| • Award | 11 Jul 23 |
| • NTP | 31 Jul 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 March 23.

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. Received the draft FDEP permit modification on 28 November 2022. The team is currently reviewing to provide comments and send back to FDEP on 1 December. 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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4. 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 April 23.

NAME OF CONTRACTOR: TBD

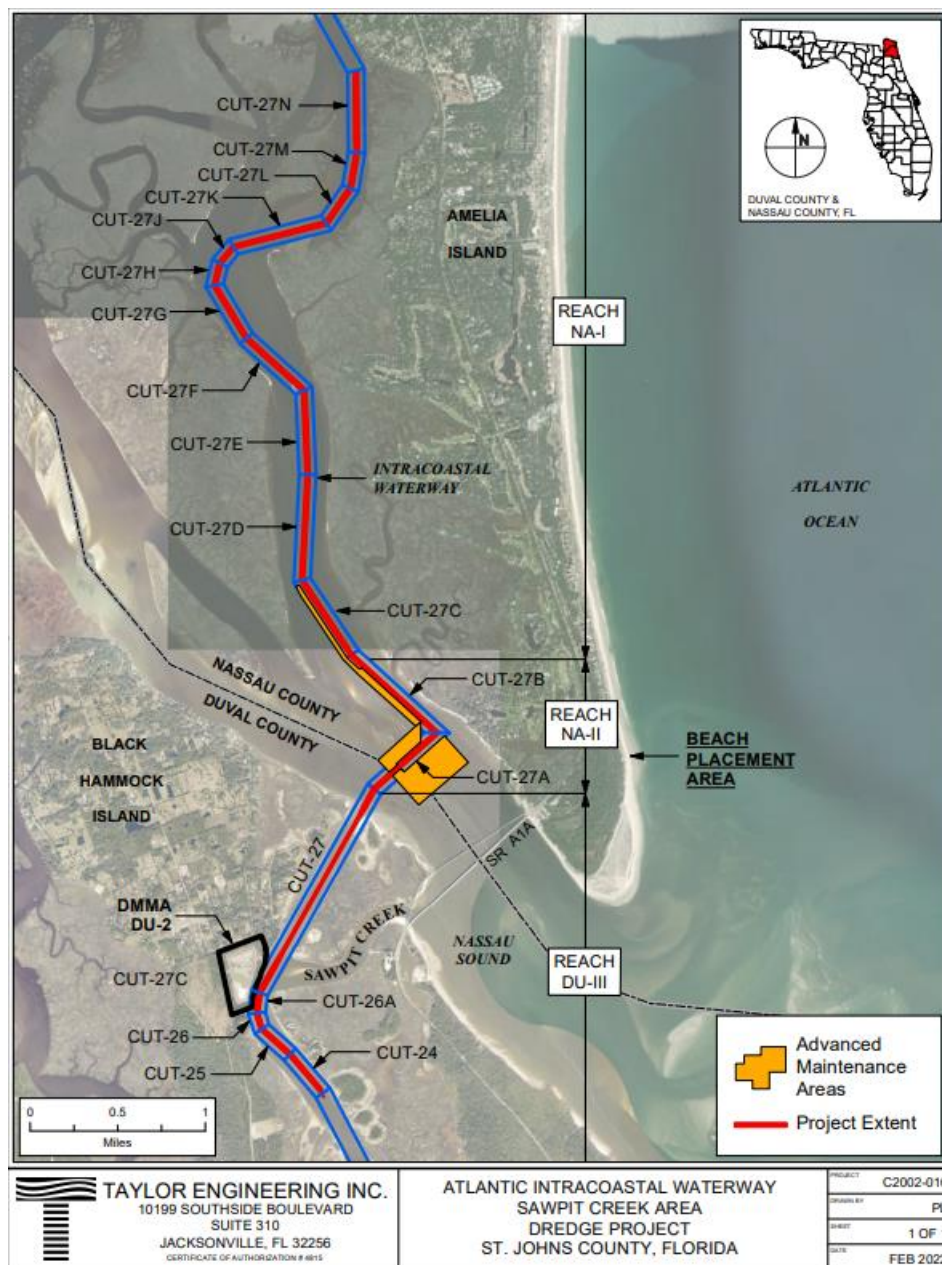
STATUS: P&S kicked off on 26 Apr 22 but were paused for SAJ to accelerate the P&S for Fernandina Harbor to address critical shoaling and draft restrictions there. Real Estate has begun coordination with FDEP Parks regarding the Use Agreement between FIND, USACE and the State Park for placement on their 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. USACE sent DEP permit renewal on 4 November 22 and responded to an RAI on 9 December 2022.

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



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5. WORK ACTIVITY: IWW Matanzas

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: USACE expected to receive \$4M in FY 23 President's Budget. Project will include maintenance dredging of the IWW Matanzas in Nassau County. It's anticipated that 300k-400k cy of material is within the federal channel. Placement of material will occur on the beach just south of Matanzas Inlet.

SCHEDULE (DRAFT):

- | | |
|----------------------|-----------|
| • Kick off P&S | 12 Jan 23 |
| • BCOE Certification | 5 Jun 23 |
| • Advertise | 29 Jun 23 |
| • Award | 28 Aug 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 April 2023.

NAME OF CONTRACTOR: TBD

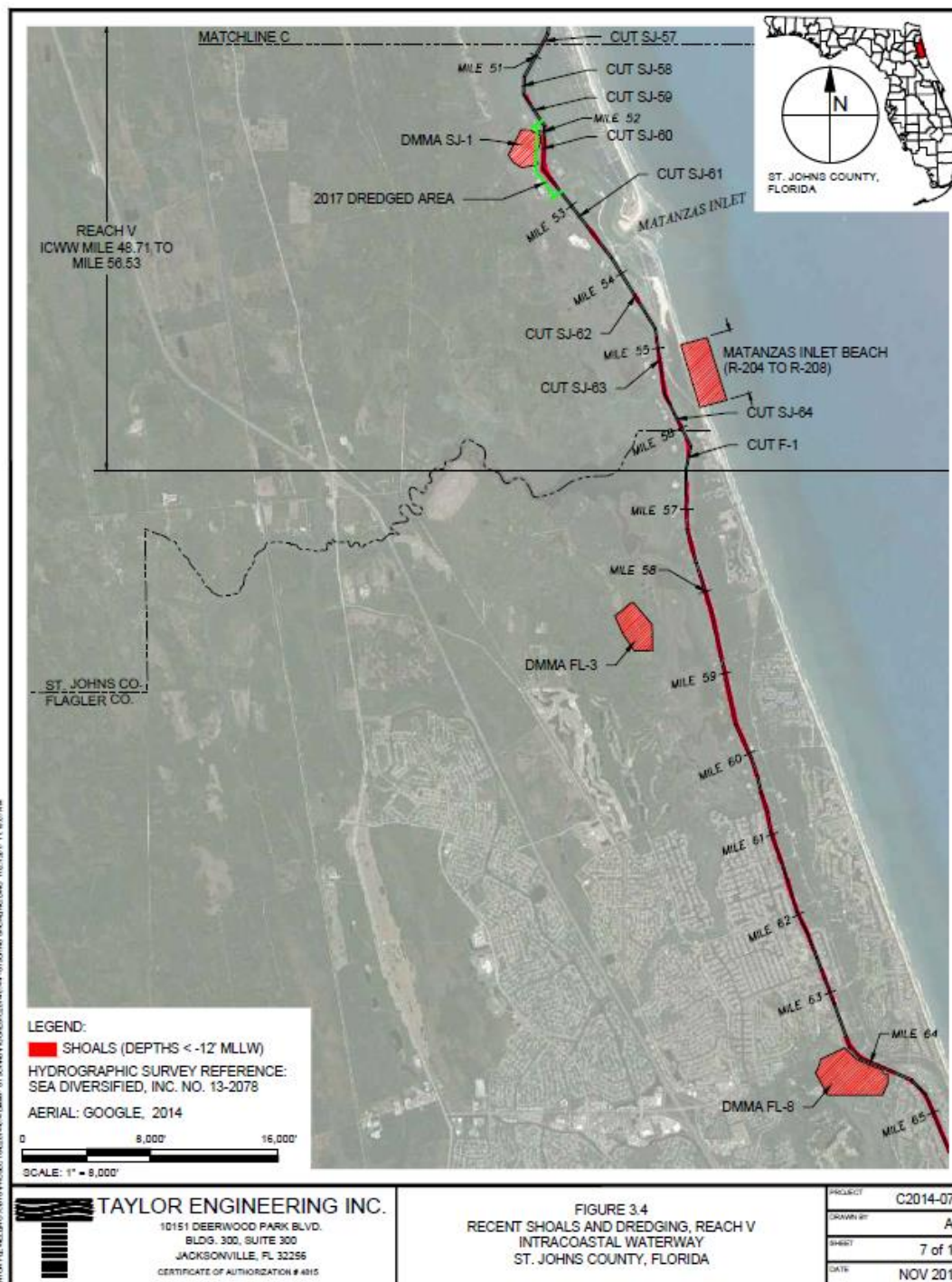
STATUS: P&S scheduled to kick off on 12 January. FDEP permit as well as all environmental and geotechnical investigations are valid. Extensive coordination will be needed between the USACE and St. Johns County given the conditions at Summerhaven.

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



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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).

MATERIAL REMOVAL AGREEMENT

THIS MATERIAL REMOVAL AGREEMENT (“Agreement”) dated as of this ____ day of _____, 2023 by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as “DISTRICT,” and BREVARD COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

RECITALS

- A. DISTRICT is the owner of a parcel of land located in Brevard County, Florida and known as “Dredge Material Management Area BV-2C,” as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (“DMMA BV-2C” or “Premises”).
- B. COUNTY is a political subdivision of the State of Florida.
- C. COUNTY desires to obtain fill material from DMMA BV-2C for roadway construction and maintenance (the “Permitted Use”), more particularly described in Exhibit “B”.
- D. COUNTY has requested the DISTRICT to allow the COUNTY to remove spoil material from the Premises for use in the Permitted Use.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the COUNTY to remove spoil material from the Premises, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT willingly allows the COUNTY to remove spoil material for use in the Permitted Use, upon the terms and conditions of this Agreement.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and COUNTY agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. CONSENT TO REMOVAL OF SPOIL MATERIAL

- a) DISTRICT hereby consents to the removal of some or all of the spoil material from DMMA BV-2C exclusively for use in the Permitted Use. The Agreement shall terminate on January 31, 2028 unless extended by an amendment approved by both parties. Prior to the removal of any spoil material from the Premises, the COUNTY

shall submit a detailed spoil material removal plan (“Plan”) to the DISTRICT for approval by the DISTRICT’s Engineer. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells, fences, gates, roadways and other facilities are not compromised. The COUNTY and its contractors shall comply with the Plan at all times. The Plan shall include an estimated quantity of spoil material to be removed.

- b) COUNTY shall complete, or cause to be completed, the Project in an orderly and efficient manner. The COUNTY shall restore the Site and access roads to the Site to their pre-approved uses condition unless otherwise agreed to by the District. The COUNTY shall not excavate into the existing dikes and ramps nor lower than the basin’s constructed bottom elevation as shown on Exhibit D. The COUNTY must ensure the perimeter ditch is not blocked with fill material, both during their operations and prior to demobilizing from the site. Once the dredged material removal is completed, the COUNTY shall re-grade the remaining interior basin so that drainage freely flows toward the weirs.
- c) Prior to the removal of any spoil material from DMMA BV-2C, the COUNTY shall submit a detailed spoil material removal plan (“Plan”) to the DISTRICT for approval by the DISTRICT’s Engineer. The Plan shall clearly indicate how the dredged material will be removed from the Site, the equipment utilized for removal, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas. This Plan will describe the means and methods of offloading and how these relate to ongoing operation and the geotechnical stability of the Site; and the timeline for the commencement and completion of the removal of dredged material from the Site. The Plan shall insure, among other things, that the integrity of the dikes, weirs, stormwater management system, monitoring wells, access roads, fences, and gates, and all other facilities pertinent to the DISTRICT Site are not compromised.
- d) The COUNTY shall provide a signed and sealed pre- and post-construction topographic survey of the Site that depicts the conditions of the Site and provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site. In addition to the topographic surveys, the COUNTY shall provide documentation to detail the amount of material removed from the site. This documentation shall include, at a minimum, a written log that lists the total number of trucks and their respective capacities for the duration of the material offloading process.

- e) The COUNTY shall, through its agents and employees, secure the Site and prevent the unauthorized use of the DISTRICT's property or any use thereof not in conformance with this Agreement during any material removal operation.
- f) Any structures, improvements, or signs constructed by the COUNTY in accordance with a plan approved by the DISTRICT shall be removed by the COUNTY at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the DISTRICT. Removable equipment and removable improvements placed on the Site by the COUNTY and shall be removed by the COUNTY upon termination of this Agreement.
- g) In consideration for the privilege herein granted, the COUNTY shall not claim any damages from the DISTRICT in connection with, or on account of, the COUNTY's performance under this Agreement; and, as between the parties, the COUNTY shall be solely responsible for any injuries or damages arising in or on the Site while being used by the COUNTY and its agents, representatives and employees. The COUNTY shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. The DISTRICT does not warrant or represent that the Site is safe or suitable for the purposes for which the COUNTY is permitted to use it, and the COUNTY assumes all risks in its use.
- h) The COUNTY shall require any third-party contractors and subcontractors to provide insurance as specified in Section 9 of this Agreement.
- i) The COUNTY shall insure that the COUNTY's employees and any third-party contractors and subcontractors are familiar with and fully comply with the Dredged Material Removal Plan, including the requirement to avoid excavating into the berms and benches.
- j) The COUNTY acknowledges and agrees that the COUNTY's use of the Site during the term of this Agreement is not exclusive and that the DISTRICT reserves the right to use the Site for or allow the U.S. Army Corps of Engineers to use the Site for maintenance dredging of the Intracoastal Waterway, and that such reserved right is superior to COUNTY's rights hereunder.

3. PAYMENTS:

- a) COUNTY shall pay DISTRICT an administrative removal fee in the amount of \$0.20 per cubic yard of material removed. The COUNTY acknowledges that any removed

material shall only be utilized for the Permitted Use. Upon completion of the Permitted Use, the COUNTY shall deliver to the DISTRICT a certified tally sheet of the volume of spoil material removed from BV-2C in order to calculate this applicable fee.

- b) COUNTY shall make any and all payments due hereunder to DISTRICT at that address set forth as follows unless otherwise notified by DISTRICT in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FL 33477-9427

- c) COUNTY shall pay all administrative removal fees without demand as required to be paid by COUNTY under this Agreement.

4. USE OF PREMISES/CONDUCT OF BUSINESS:

- a) COUNTY and its authorized contractor shall occupy and use the Premises solely for the removal of spoil material for use in the Permitted Use. COUNTY shall not use the Premises or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.
- b) COUNTY and its authorized contractor shall, at COUNTY's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.
- c) The DISTRICT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DISTRICT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered

5. COUNTY'S FIXTURES AND ALTERATIONS:

- a) COUNTY agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises.
- b) In addition to the above, COUNTY shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with

any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at COUNTY's expense.

6. ASSIGNMENT:

- a) COUNTY shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of COUNTY herein, in whole or in part, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of COUNTY herein be assigned or if the whole or any part of the Premises be used or occupied by others after having obtained DISTRICT's prior written consent thereto, COUNTY shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by COUNTY and COUNTY shall not be released therefrom in any manner.
- b) Should COUNTY, in violation of the provisions of this Paragraph, assign this Agreement, or allow the Premises to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of COUNTY shall be deemed a default of COUNTY entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 13 hereof.

7. LIENS

- a) Mechanics' or Materialmen's Liens: COUNTY shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to COUNTY in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of COUNTY.
- b) If the Premises or any part thereof or COUNTY's interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, COUNTY shall promptly notify DISTRICT of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.
- c) DISTRICT's Liability for COUNTY's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to

be furnished to COUNTY or to anyone holding the Premises, or any part thereof, through or under COUNTY, and that no liens for any labor or material shall attach to or affect the interest of DISTRICT in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of COUNTY to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle DISTRICT to those rights and remedies set forth in Paragraph 17 hereof.

8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION:

- a) As a consideration for the making of this Agreement and in light of the fact that COUNTY has had the opportunity to make such inspections and tests as COUNTY, in COUNTY's judgment, has deemed necessary, COUNTY accepts the Premises in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of COUNTY or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of DISTRICT, nor shall DISTRICT be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b) Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the DISTRICT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the DISTRICT negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
- c) COUNTY shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the COUNTY and DISTRICT, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

- negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d) COUNTY shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by COUNTY or COUNTY's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
 - e) The provisions of this Section 8 shall survive the termination of this Agreement.

9. INSURANCE

- a) COUNTY will keep in force, with companies and in a form acceptable to DISTRICT, at COUNTY's expense, during the term of this Agreement and any extension or renewal thereof, during the term of the License, and during such other time as COUNTY occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b) COUNTY will further deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 9 together with satisfactory evidence of the payment of the required premium or premiums therefor with DISTRICT **at or prior to the commencement date and before first utilizing the Premises**, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At DISTRICT's option, COUNTY shall deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.
- c) All policies of insurance required to be carried by COUNTY by Paragraph 9 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to DISTRICT and shall name DISTRICT as an Additional Insured.
- d) All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e) The COUNTY's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the DISTRICT, its Commissioners, officers, employees and agents shall be excess of the COUNTY's insurance and shall not contribute to it.

- f) The policies shall contain a waiver of subrogation against the DISTRICT, its Commissioners, officers, employees and agents for any claims arising out of the work of the COUNTY.
- g) The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to COUNTY and no deductible or self-insured retention as to any additional insured without prior approval of the DISTRICT. The COUNTY shall be solely responsible for deductible and/or self-insured retention.
- h) Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.
- i) If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than \$50,000.00 as to COUNTY (unless approved in writing by the DISTRICT) and no deductible or self-insured retention as to any additional insured.
- j) COUNTY may substitute a general liability policy issued to COUNTY's contractor provided that such policy names both COUNTY and DISTRICT as "additional insureds" and otherwise meets the requirements of this Section 9.

10. REPAIRS AND MAINTENANCE OF PREMISES

- a) COUNTY shall at all times at its sole cost and expense keep and maintain the Premises in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b) COUNTY will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for COUNTY's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c) COUNTY, at COUNTY's sole cost, shall completely remove COUNTY's materials and equipment from the Premises and properly dispose or reuse the same not later than January 31, 2028.

- d) In the event COUNTY defaults in the performance of any of its obligations under this Paragraph 10, DISTRICT, in addition to DISTRICT's other remedies under this Agreement, at law or in equity, may, but shall not be obligated to, cure such default, following reasonable notice and opportunity for County to cure such default on behalf of COUNTY and COUNTY shall reimburse DISTRICT upon demand for any sums paid or costs incurred curing such default.
- e) The provisions of this Paragraph 10 shall survive the termination of this Agreement.

11. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a) If COUNTY defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to COUNTY.
- b) If COUNTY defaults in fulfilling any of the other covenants of this Agreement on COUNTY's part to be performed hereunder and such default shall continue for the period of thirty (30) days after notice from DISTRICT to COUNTY specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, if COUNTY shall not in good faith have commenced the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion.

12. REMEDIES IN EVENT OF DEFAULT

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.

13. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to COUNTY: Brevard County

With copy to:

If to DISTRICT:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

With a copy to:

Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

14. MISCELLANEOUS

- a) COUNTY has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b) The failure of DISTRICT or COUNTY to take any action against the other for

violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.

- c) No act or agreement to accept surrender of the Premises from COUNTY shall be valid unless in writing signed by the parties hereto.
- d) This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR COUNTY'S USE AND OCCUPANCY OF THE PREMISES.
- f) COUNTY hereby acknowledges COUNTY's responsibility to insure COUNTY's property maintained within or upon the said Premises at COUNTY's expense.
- g) COUNTY shall not change or install additional locks on any gates without DISTRICT's express written consent. In the event COUNTY changes or installs additional locks, COUNTY shall provide DISTRICT with duplicate keys therefor at COUNTY's expense.
- h) If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i) This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- j) This Agreement shall be construed under the laws of the State of Florida.
- k) The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.

- l) This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- m) Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement; (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement; and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.
- n) The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

AS TO LANDLOARD:
FLORIDA INLAND NAVIGATION DISTRICT

Peter L. Breton, Esq., General Counsel

J. Carl Blow, Chair

DATED: _____

DATED: _____

ATTEST:

AS TO COUNTY:

CLERK

Brevard County, a political subdivision of the
State of Florida

BY: _____
DEPUTY CLERK

BY: _____

NAME: _____

TITLE: _____

DATED: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

BY: _____
ASSISTANT COUNTY ATTORNEY

BY: _____

DATED: _____

DATED: _____

EXHIBIT A

LEGAL DESCRIPTION OF DMMA BV-2C

A PORTION OF INDIAN RIVER PARK SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 107 OF THE PUBLIC RECORDS OF BREVARD COUNTY, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WHEELER ROAD (A 40' RIGHT OF WAY) AND THE WASTERLY RIGHT OF WAY LINE OF DIXIE WAY (A 60' RIGHT OF WAY); THENCE NORTH 78 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAT LINE OF SAID WHEELER ROAD, A DISTANCE OF 3845.43 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LIINE OF THE FLORIDA EAST COAST RAILWAY COMPANY (A 200' RIGHT OF WAY); THENCE SOUTH 13 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY, A DISTANCE OF 3238.59 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY OF AURANTIA ROAD (A 60' RIGHT OF WAY); THENCE SOUTH 78 DEGREES 18 MINUTES 11 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID AURANTIA ROAD, A DISTANCE OF 312.70 FEET TO THE NORTHWEST CORNER OF BLOCK 33 OF SAID INDIAN RIVER PARK SUBDIVISION; THENCE SOUTH 13 DEGREES 27 MINUTES 03 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 33, A DISTANCE OF 610.01 FEET; THENCE SOUTH 76 DEGREES 18 MINUTES 11 SECONDS WEST, A DISTANCE OF 1900.00 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE 13 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID 40 FOOT ROAD, A DISTANCE OF 670.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INDIAN RIVER AVENUE (A 60' RIGHT OF WAY); THENCE SOUTH 70 DEGREES 18 MINUTES 11 SECONDS WEST ALONG THE NORTHERLY RIGHT OG WAY LINE OF SAID INDIAN RIVER AVENUE, A DISTANCE OF 1565.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID DIXIE WAY; THENCE NORTH 16 DEGREES 44 MINUTES 26 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID DIXIE WAY, A DISTANCE OF 3162.38 FEET TO THE POINT OF BEGINNING.

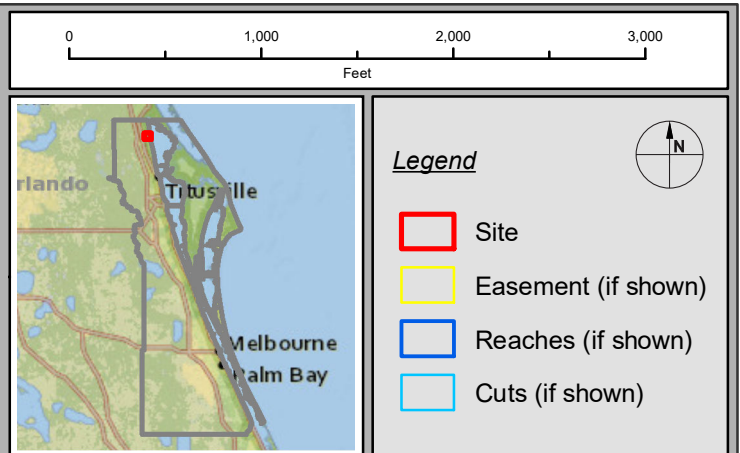
CONTAINING 311.39 ACRES MORE OR LESS.

SAID LANDS SITUATE, LYING, AND BEING IN BREVARD COUNTY, FLORIDA.

EXHIBT B
BREVARD COUNTY ROAD CONSTRUCTION PROJECT



Site	BV-2C
Common Name	Scottsmore
County/City	Brevard/Unincorporated
Geographic Proximity	South of Scottsmoor Flatwoods
Acquisition Dates	Not located
Status	Constructed; 129255-001
Year Constructed	~1999
Reach/Cuts	BV-I / V-26 to BV-7
Site Acres	311
Basin Acres	169.19
Design Capacity (cy)	3,241,188



FIND MATERIAL REMOVAL AGREEMENT

THIS MATERIAL REMOVAL AGREEMENT (“Agreement”) dated as of this _____ day of _____, 2023 by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as “DISTRICT,” and EASTMAN AGGREGATE ENTERPRISES a Limited Liability Company operating in the State of Florida, hereinafter referred to as “CONTRACTOR.”

RECITALS

- A. DISTRICT is the owner of a parcel of land located in Flagler County, Florida and known as “Dredge Material Management Area DMMA FL-3,” as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (“DMMA FL-3”).
- B. CONTRACTOR is a Limited Liability Company of the State of Florida.
- C. CONTRACTOR desires to obtain fill material from DMMA FL-3 for beach renourishment purposes (the “Project”), more particularly described in Exhibit “B”.
- D. CONTRACTOR has requested the DISTRICT to allow the CONTRACTOR to remove spoil material from DMMA FL-3 for use in the Project.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the CONTRACTOR to remove spoil material from DMMA FL-3, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT is willing allow CONTRACTOR to remove suitable spoil material for use in the Project, upon the terms and conditions of this Agreement.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and CONTRACTOR agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. CONSENT TO REMOVAL OF SPOIL MATERIAL

- a) DISTRICT hereby consents to the removal of up to two hundred fifty thousand (250,000) cubic yards of spoil material from DMMA FL-3 exclusively for use in the Project. The DISTRICT’s consent will expire on January 1, 2024, unless a further extension is approved by the DISTRICT.
- b) CONTRACTOR shall complete, or cause to be completed, the Project in an orderly and efficient manner. The CONTRACTOR shall restore the Site and access roads to the Site to their pre-approved uses condition unless otherwise agreed to by the District. The

FIND MATERIAL REMOVAL AGREEMENT

CONTRACTOR shall not excavate into the existing dikes and ramps nor lower than the basin's constructed bottom elevation as shown on Exhibit D. The CONTRACTOR must ensure the perimeter ditch is not blocked with fill material, both during their operations and prior to demobilizing from the site. Once the dredged material removal is completed, the CONTRACTOR shall re-grade the remaining interior basin so that drainage freely flows toward the weirs.

- c) Prior to the removal of any spoil material from DMMA FL-3, the CONTRACTOR shall submit a detailed spoil material removal plan ("Plan") to the DISTRICT for approval by the DISTRICT's Engineer. The Plan shall clearly indicate how the dredged material will be removed from the Site, the equipment utilized for removal, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas. This Plan will describe the means and methods of offloading and how these relate to ongoing operation and the geotechnical stability of the Site; and the timeline for the commencement and completion of the removal of dredged material from the Site. The Plan shall insure, among other things, that the integrity of the dikes, weirs, stormwater management system, monitoring wells, access roads, fences, and gates, and all other facilities pertinent to the DISTRICT Site are not compromised.
- d) The CONTRACTOR shall provide a signed and sealed pre- and post-construction topographic survey of the Site that depicts the conditions of the Site and provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site. In addition to the topographic surveys, the CONTRACTOR shall provide documentation to detail the amount of material removed from the site. This documentation shall include, at a minimum, a written log that lists the total number of trucks and their respective capacities for the duration of the material offloading process.
- e) The CONTRACTOR shall, through its agents and employees, secure the Site and prevent the unauthorized use of the DISTRICT's property or any use thereof not in conformance with this Agreement during any material removal operation.
- f) Any structures, improvements, or signs constructed by the CONTRACTOR in accordance with a plan approved by the DISTRICT shall be removed by the CONTRACTOR at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the DISTRICT. Removable equipment and removable improvements placed on the Site by the CONTRACTOR and shall be removed by the CONTRACTOR upon termination of this Agreement.
- g) In consideration for the privilege herein granted, the COUNTY shall not claim any damages from the DISTRICT in connection with, or on account of, the CONTRACTOR's

FIND MATERIAL REMOVAL AGREEMENT

performance under this Agreement; and, as between the parties, the CONTRACTOR shall be solely responsible for any injuries or damages arising in or on the Site while being used by the CONTRACTOR and its agents, representatives and employees. The CONTRACTOR shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. The DISTRICT does not warrant or represent that the Site is safe or suitable for the purposes for which the CONTRACTOR is permitted to use it, and the CONTRACTOR assumes all risks in its use.

- h) The CONTRACTOR shall require any third-party contractors and subcontractors to provide insurance as specified in Section 9 of this Agreement.
- i) The CONTRACTOR shall insure that the CONTRACTOR's employees and any third-party contractors and subcontractors are familiar with and fully comply with the Dredged Material Removal Plan, including the requirement to avoid excavating into the berms and benches.
- j) The CONTRACTOR acknowledges and agrees that the CONTRACTOR's use of the Site during the term of this Agreement is not exclusive and that the DISTRICT reserves the right to use the Site for or allow the U.S. Army Corps of Engineers to use the Site for maintenance dredging of the Intracoastal Waterway, and that such reserved right is superior to CONTRACTOR's rights hereunder.

3. PAYMENT

- a) In lieu of payment, CONTRACTOR agrees to complete the entirety of work outlined in Exhibit C, prior to the termination date of this Agreement.

4. USE OF PREMISES/CONDUCT OF BUSINESS

- a) CONTRACTOR and its authorized subcontractors shall occupy and use DMMA FL-3 solely for the removal of suitable spoil material for use in the Project (hereinafter the "Permitted Use"). CONTRACTOR shall not use DMMA FL-3 or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.
- b) CONTRACTOR and its authorized subcontractors shall, at CONTRACTOR's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Flagler, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of DMMA FL-3, and shall not make any use of DMMA FL-3 which shall unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.

FIND MATERIAL REMOVAL AGREEMENT

5. CONTRACTOR'S FIXTURES AND ALTERATIONS

- a) CONTRACTOR agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to DMMA FL-3, without first obtaining the written consent of DISTRICT. At the DISTRICT's option, all alterations, improvements and additions made by CONTRACTOR and all chattels affixed by CONTRACTOR to DMMA FL-3 shall remain upon the premises at the expiration or earlier termination of this Agreement, and shall become the property of DISTRICT, except as otherwise provided herein.
- b) In addition to the above, CONTRACTOR shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at CONTRACTOR's expense.

6. ASSIGNMENT

- a) CONTRACTOR shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of CONTRACTOR herein, in whole or in part, nor permit DMMA FL-3 or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of CONTRACTOR herein be assigned or if the whole or any part of DMMA FL-3 be used or occupied by others after having obtained DISTRICT's prior written consent thereto, CONTRACTOR shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by CONTRACTOR and CONTRACTOR shall not be released therefrom in any manner.
- b) Should CONTRACTOR, in violation of the provisions of this Paragraph, assign this Agreement, or allow DMMA FL-3 to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of CONTRACTOR shall be deemed a default of CONTRACTOR entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 13 hereof.

7. LIENS

- a) Mechanics' or Materialmen's Liens: CONTRACTOR shall not cause any liens of mechanics, laborers or materialmen to stand against DMMA FL-3 for any labor or material furnished or claimed to have been furnished to CONTRACTOR in connection

FIND MATERIAL REMOVAL AGREEMENT

with any work of any character performed or claimed to have been performed on or in connection with DMMA FL-3, by or at the direction of CONTRACTOR.

- b) If DMMA FL-3 or any part thereof becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, CONTRACTOR shall immediately notify DISTRICT of the filing or the threatened filing of any such lien, shall immediately cause the lien to be transferred to other security, and shall from time to time notify DISTRICT of the status of such contest.
- c) DISTRICT's Liability for CONTRACTOR's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to be furnished CONTRACTOR or to anyone occupying DMMA FL-3, or any part thereof, through or under CONTRACTOR, and that no liens for any labor or material shall attach to or affect the interest of DISTRICT in and to DMMA FL-3. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of CONTRACTOR to so notify and advise such potential lienors in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle DISTRICT to those rights and remedies set forth in Paragraph 13 hereof.

8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Agreement and in light of the fact that CONTRACTOR has had the opportunity to make such inspections and tests as CONTRACTOR, in CONTRACTOR's judgment, has deemed necessary, CONTRACTOR accepts DMMA FL-3 in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under DMMA FL-3, nor for injury or damage which may be sustained to person or property of CONTRACTOR or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of DMMA FL-3, from noise, vibration, smoke or odors emanating from DMMA FL-3, or from any other source or cause whatsoever, nor the interference with light or incorporeal hereditaments, specifically excluding from such waiver such damage or injury which results from the negligence of DISTRICT, nor shall DISTRICT be liable for any defect in DMMA FL-3, latent or otherwise, except as provided by law. Without limiting the generality of the foregoing, CONTRACTOR acknowledges and agrees that CONTRACTOR has conducted its own samples and tests of the spoil material within DMMA FL-3 and has satisfied itself as to the composition, quality, suitability for CONTRACTOR's purposes, and freedom from contaminants, and further, that DISTRICT has not made, nor has CONTRACTOR relied upon, any representations made by DISTRICT or on DISTRICT's behalf.
- b. CONTRACTOR will indemnify DISTRICT and save DISTRICT harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by CONTRACTOR of DMMA FL-3 or occasioned wholly or in part by act or omission of CONTRACTOR, its contractors,

FIND MATERIAL REMOVAL AGREEMENT

subcontractors, licensees, or concessionaires, or its or their respective agents, servants or employees, except to the extent such loss of life, personal injury or damage to property or business is due to or arises out of the negligent or intentional act or omission of the DISTRICT.

- c. CONTRACTOR shall include in any construction contract for work upon or involving DMMA FL-3 that the contractor shall indemnify and hold harmless the DISTRICT, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. INSURANCE:

- a. CONTRACTOR will keep in force, with companies and in a form acceptable to DISTRICT, at CONTRACTOR's expense, during the term of this Agreement and any extension or renewal thereof and during such other time as CONTRACTOR occupies SJ-14 or any part thereof general liability insurance with respect to SJ-14 with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. CONTRACTOR will further deposit policies of insurance required by the provisions of this Paragraph 9 together with satisfactory evidence of the payment of the required premium or premiums therefor with DISTRICT at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage.
- c. All policies of insurance required to be carried by CONTRACTOR by Paragraph 9 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to DISTRICT and shall name DISTRICT as an additional insured.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The CONTRACTOR's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the DISTRICT, its Commissioners, officers, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
- a. The policies shall contain a waiver of subrogation against the DISTRICT, its Commissioners, officers, employees, and agents for any claims arising out of the work of the CONTRACTOR.
- b. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000 as to CONTRACTOR and no deductible or self-insured retention

FIND MATERIAL REMOVAL AGREEMENT

as to any additional insured without prior approval of the DISTRICT. The CONTRACTOR shall be solely responsible for deductible and/or self-insured retention.

- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

10. REPAIRS AND MAINTENANCE OF DMMA FL-3:

- a) CONTRACTOR shall at all times at its sole cost and expense keep and maintain those portions of DMMA FL-3 used in connection with or affected by the Project, in good order, condition and repair and shall not commit or suffer any waste on DMMA FL-3.

11. HAZARDOUS MATERIALS:

CONTRACTOR agrees that, during the term of this Agreement, it:

- a) Shall keep or cause DMMA FL-3 to be kept free of hazardous wastes or substances.
- b) Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of CONTRACTOR, or CONTRACTOR's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto DMMA FL-3.
- c) Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations
- d) The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Agreement, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e) Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste on or about DMMA FL-3, and shall immediately provide DISTRICT with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about DMMA FL-3.
- f) Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within DMMA FL-3, arising from CONTRACTOR's use of DMMA FL-3.

FIND MATERIAL REMOVAL AGREEMENT

12. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a) If CONTRACTOR defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to CONTRACTOR
- b) If CONTRACTOR defaults in fulfilling any of the other covenants of this Agreement on CONTRACTOR's part to be performed hereunder and such default shall continue for the period of seven (7) days after notice from DISTRICT to CONTRACTOR specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said seven (7) day period, if CONTRACTOR shall not in good faith have commenced the curing or remedying of such default within such seven (7) day period and shall not thereafter diligently proceed therewith to completion.

In the Event of Default, DISTRICT shall provide CONTRACTOR with such written notice thereof as shall be required under Florida law.

13. REMEDIES IN EVENT OF DEFAULT

- a) In the event of a default hereunder and such default shall continue after the giving of written notice thereof to CONTRACTOR, DISTRICT may at DISTRICT's option, immediately terminate the Agreement and avail itself of any other option or remedy available under Florida law.
- b) If CONTRACTOR defaults in the performance of any of the terms and conditions of this Agreement and DISTRICT employs the services of an attorney to enforce performance of CONTRACTOR hereunder, CONTRACTOR shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the DISTRICT pertaining thereto and in enforcement of any remedy available to the DISTRICT.

14. MISCELLANEOUS

- a) CONTRACTOR has inspected DMMA FL-3 and is familiar with its present condition and takes DMMA FL-3 in "As-Is" condition
- b) The failure of DISTRICT or CONTRACTOR to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement
- c) This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties

FIND MATERIAL REMOVAL AGREEMENT

hereto.

- d) **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR CONTRACTOR'S USE OF DMMA FL-3.**
- e) CONTRACTOR hereby acknowledges CONTRACTOR's responsibility to insure CONTRACTOR's property maintained within or upon DMMA FL-3 at CONTRACTOR's expense.
- f) If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g) This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- h) This Agreement shall be construed under the laws of the State of Florida.
- i) The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.
- j) This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- k) Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement, and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.
- l) The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- m) **RADON GAS. RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT**

FIND MATERIAL REMOVAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered in the presence of: AS TO DISTRICT:

FLORIDA INLAND NAVIGATIONS DISTRICT:

WITNESS: _____ PRINT NAME: _____ WITNESS: _____ PRINT NAME: _____	BY: _____ EXECUTIVE DIRECTOR DATED: _____
--	---

Approved as to form and legal sufficiency:

 Peter L. Breton, Esquire, General Counsel

AS TO CONTRACTOR: WITNESS: _____ PRINT NAMES: _____ WITNESS: _____ PRINT NAMES: _____	BY: _____ DATED: _____
---	-------------------------------

FIND MATERIAL REMOVAL AGREEMENT**EXHIBIT A
LEGAL DESCRIPTION DMMA FL-3**

THAT PART OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST COTNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 44 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 1489.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND' THENCE CONTINUE SOUTH 00 DEGREES 44 MINUTES 29 SECONDS EAST ALONG SAID EAST SECTION LINE A DISTANCE OF 1529.64 FEET THENCE SOUTH 89 DEGREES 15 MINUTES 31 SECONDS WEST A DISTANCE OF 1132.40 FEET; THENCE NORTH 34 DEGREES 26 MINUTES 31 AWXIBDS WEST A DISTANCE OF 1285.42 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 53 SECONDS WEST A DISTANCE OF 1219.50 FEET TO THE SOUTHEASTERLY LINE OF SECTION 39, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 50 DEGREES 19 MINUTES 17 SECONDS EAST ALONG SAID SOUTHEASTERLY SECTION LINE A DISTANCE OF 1326.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89 DEGREES 16 MINUTES 06 SECONDS EAST ALONG SAID NORTH SECTION LINE A DISTANCE OF 167.58 FEET; THENCE SOUTH 50 DEGREES 18 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD 263, PAGES 807-810 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 673.70 FEET; THENCE SOUTH 29 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LANDS DESBRIED IN OFFICIAL RECORDS BOOK 263, PAGE 810, A DISTANCE OF 1719.43 FEET; THENCE NORTH 61 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL REORD BOOK 263 PAGE 810, A DISTANCE OF 942.48 FEET TO THE POINT OF BEGINNING. CONTAINING 72.45 ACRES, MORE OR LESS

FIND MATERIAL REMOVAL AGREEMENT

EXHIBIT B PROJECT DESCRIPTION

FIND MATERIAL REMOVAL AGREEMENT

EXHIBIT C IN-KIND WORK TO BE COMPLETED

Within the effective date and term of this Agreement, CONTRACTOR shall complete the entirety of work listed herein. Work shall be completed at the sole cost of the CONTRACTOR.

A. Gopher Tortoise Relocation and Removal

1. CONTRACTOR shall identify and relocate any and all gopher tortoises from the entirety of the Site to a Florida Fish and Wildlife Conservation Committee-certified Gopher Tortoise Mitigation Bank.
2. CONTRACTOR shall comply at all times with applicable local, state, and federal regulations regarding the permitting, removal, and relocation of gopher tortoises.
3. CONTRACTOR shall keep the DISTRICT updated on progress periodically, and also at the request of the DISTRICT.
4. CONTRACTOR shall conduct a 100% survey of the entire Site and provide all survey data, permits, GPS coordinates for burrows, and any other relevant data or information that may arise.
5. For all burrows located on the dike or within 25 feet of the dike toe, CONTRACTOR shall only use bucket trap methodology for capturing gopher tortoises.
 - a. For the burrows in this area, once a bucket trap has produced a gopher tortoise or has been deemed empty following the completion of the bucket trapping period, CONTRACTOR shall place an adequately sized piece of burlap, or similar fabric, over the opening of the burrow and secure the fabric with stakes to prevent other gopher tortoises from utilizing the burrow.
 - b. Under no circumstances shall the CONTRACTOR collapse the burrow openings in this area.
6. For all burrows located more than 25 feet away from the dike toe, CONTRACTOR shall have the option of bucket trapping or mechanical excavation to capture gopher tortoises

B. Gopher Tortoise Burrow Remediation – Grouting

1. For all gopher tortoise burrows located on the slopes, crest, and within 25 feet of the dike toe, the burrows shall be grouted using flowable fill as described below.
2. Materials: The flowable fill mix will comply with the mix design provided below. The mix will have a compressive strength between 50-100 psi. If the Contractor or supplier believes this mix will not provide the required compressive strength or is not capable of filling the entire burrow, they may submit an alternative mix for engineer review and approval. If another mix is proposed the District's Engineer reserves the right to request a test batch of the alternative mix to be placed in burrows of the District Engineer's choosing. The Contractor will be required to wait until the collected specimens reach the required compressive strength range before placing additional flowable fill.

FIND MATERIAL REMOVAL AGREEMENT

	Flowable Fill Mix Design
	DMMA FL-3 GT Burrow Repair Flowable Fill Mix Design
Material	Mix 1
Cement	50 lb
Fly Ash	500 lb
Air	30-35%
Water	300 lb
Sand	1694 lb*
Water Reducer	Per Contractor
Slump	>14"***

*Sand amount to be verified by ready mix supplier for 1 CY volume of material

** Slump will be measured using ASTM D6103 methodology. More accurately, this test measures “flow” opposed to slump

3. Installation: Burrow-hoels shall be grouted by injection (pumping) of grout through a flexible tube inserted as deep as possible into the burrow. All efforts shall be made to grout as far to the back of the burrow hole as possible. When the grout mixture vents at the surface, the flexible tube shall be gradually withdrawn, maintaining the grouting mixture in the tube until completely removed. After a period of 7-days, the Contractor will verify that the grout has been placed to an elevation no less than 3 inches beneath the highest point in the burrow, the Contractor will provide and place additional flowable fill as needed. After the flowable fill has cured 7 days, the Contractor will backfill the burrows to the surrounding existing grade using on-site fill, compacted using hand compaction equipment. The Contractor will provide the District’s Engineer all records of the grouting operations including batch number, truck number, time of batching, time of last grout unloaded from truck, volume of grout mixture each truck, slump/flowability test results duration of grouting for each burrow and final compressive strength test results, duration of grouting for each burrow and final compressive strength test results for samples taken. Any damage to the structures (e.g. dike) and topography from grouting operations shall be required by the Contractor. The District’s Engineer will conduct an inspection to verify the project site has been properly restores and all trash and debris removed before Contractor demobilizes.
4. Testing: The Contractor shall sample and test each truck load of grout for slump/flowability per ASTM 6103. The Contractor shall sample and rest every 40 cubic yards of grout for compressive strength in accordance with ASTM C39. The Contractor will modify the mix design as approved by the District’s Engineer should the specified mix design fail any tests. The flowable fill will also be tested with a handheld penetrometer in accordance with ASTM C-403. Provide a handheld penetrometer to measure the penetration resistance of the hardened flowable fill.

C. Vegetative Debris Removal

1. There are several areas throughout the Site where trees and branches have fallen onto the ground due to windstorms in the recent months. Any fallen tree or branch with a diameter of 3 inches or greater shall be collected by the Contractor and properly disposed of offsite. Contractor shall provide the District with proof that the vegetative debris has been properly disposed of in accordance with this section.
2. Contractor shall notify the District when this section of work has been completed and the District’s Project Manager shall verify that the work has been completed in a satisfactory manner before the Contractor can demobilize equipment.

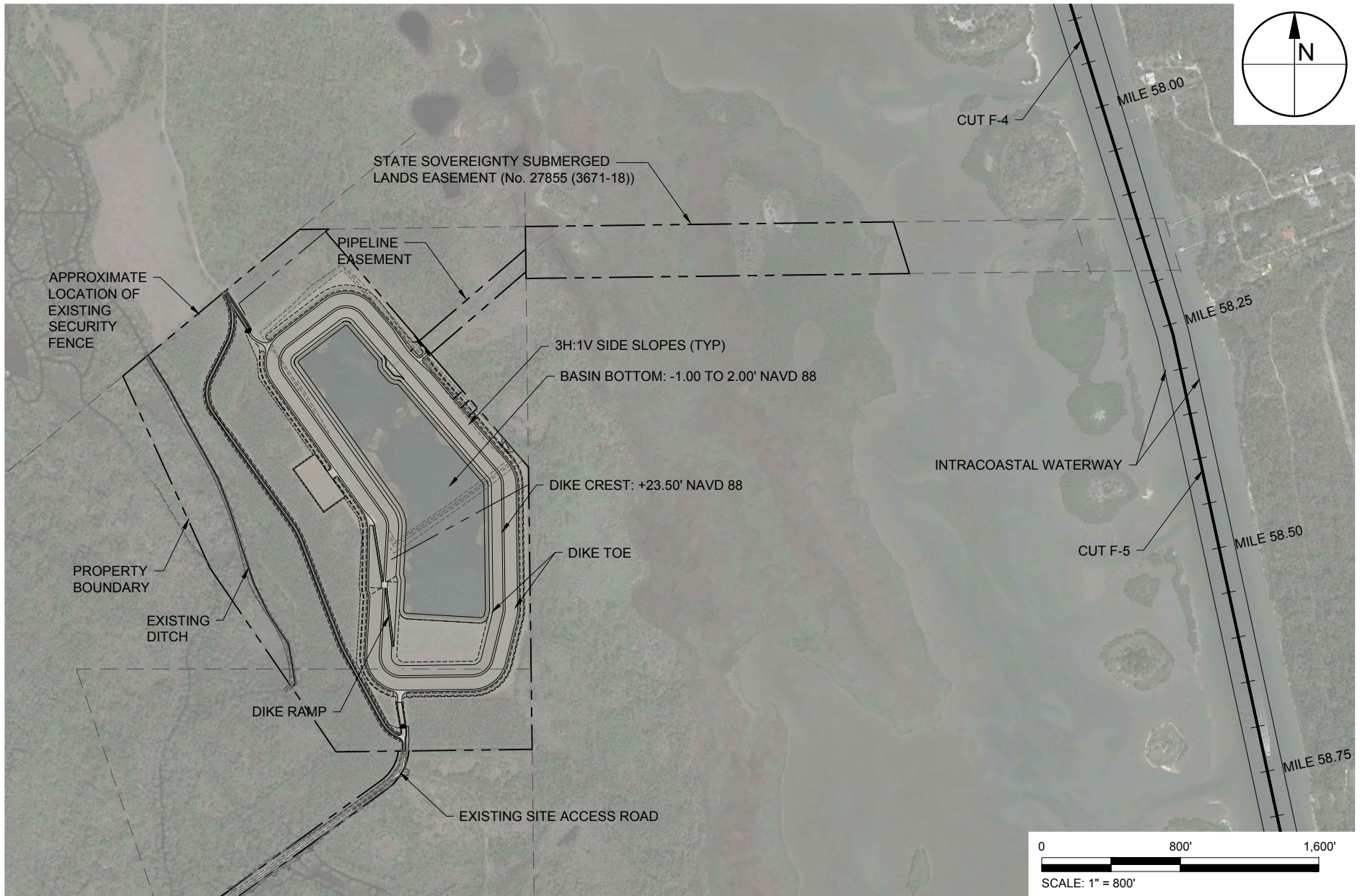
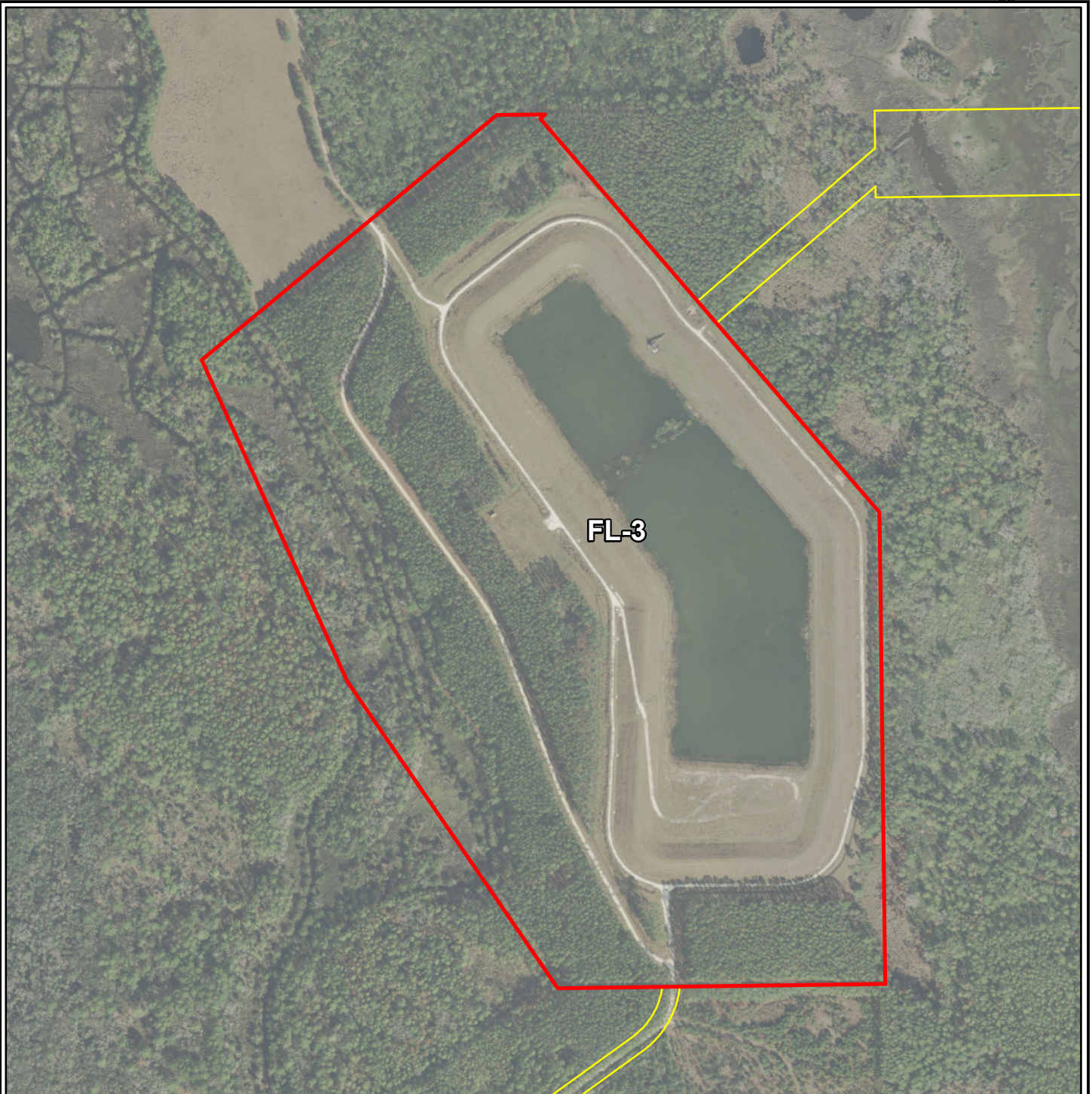


EXHIBIT D
SITE BOUNDARIES AND ELEVATIONS

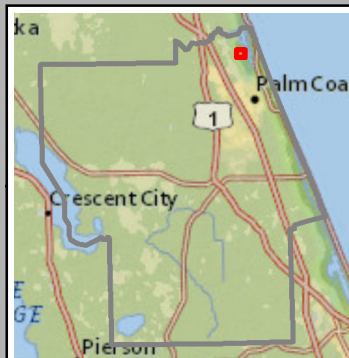
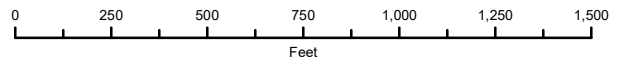
PROJECT	SEAL
DRAWN BY	
SHEET	
DATE	
	DATE



FL-3

Site**FL-3**

Common Name	Flagler South
County/City	Flagler/Unincorporated
Geographic Proximity	Marineland to N/Canal, Palm Coast
Acquisition Dates	11/13/1996, 9/19/1997
Status	Constructed
Year Constructed	2015
Reach/Cuts	FL-1 / F-2 to F-10
Site Acres	106.3
Basin Acres	44.29
Design Capacity (cy)	777,740

**Legend**

- Property Boundary
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("Amendment") to that certain Lease Agreement dated March 9, 2018 ("Lease") between Florida Inland Navigation District ("FIND") and CITY OF POMPANO BEACH, FLORIDA, a municipal corporation under the laws of Florida ("Tenant") dated ____ day of _____, 2023.

WITNESSETH:

WHEREAS, FIND owns a parcel of real property in Palm Beach County known as MSA-727B, also known as Alsdorf Park, which is more particularly described in the Lease (hereinafter, the "Premises"); and

WHEREAS, FIND leased the Premises to the Tenant for a term ending March 1, 2023 (the "Initial Term"); and

WHEREAS, Tenant has requested that the Lease be extended for an additional five (5) years.; and

WHEREAS, FIND is willing to extend the Lease for another five (5) years, subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other valuable consideration, FIND and the Tenant hereby agree as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. FIND hereby extends the Lease for an additional five (5) year term expiring on March 1, 2028 ("Renewal Term").
3. Notwithstanding the provisions of Section 6 of the Lease, Tenant may allow portions of the Premises to be used by Tenant's contractors or contractors of other governmental agencies as a staging area for construction activities on or benefitting publicly owned or maintained waterways. Tenant shall notify FIND in writing at least thirty (30) days prior to the commencement of such use and upon the conclusion of such use.
4. Notwithstanding the provisions of Section 8 of the Lease, Tenant may continue to sublease a portion of the Premises to the United States Coast Guard Auxiliary Flotilla 34 during the Renewal Term.
5. The Effective Date of this First Amendment shall be the date on which the last party to this Amendment executes this First Amendment.
6. There are no further options to extend the Lease. The Lease may only be extended by a further written amendment entered into between the parties.
7. Except as amended by this First Amendment, the Lease is ratified, confirmed and accepted.

8. This Amendment may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment, by and through their duly authorized officers, as of the day and year stated above.

FLORIDA INLAND NAVIGATION DISTRICT, an
independent special taxing district of the State of
Florida

By: _____
Carl Blow, Chair

Dated: _____

CITY OF POMPANO BEACH, FLORIDA, a
municipal corporation under the law of the State of
Florida

By: _____
Rex Hardin, Mayor

Dated: _____

Phone: 954-786-4611
Fax: 954-786-4095

CITY OF POMPANO BEACH
100 West Atlantic Boulevard, Room 253
Pompano Beach, Florida 33060
www.pompanobeachfl.gov

March 1, 2018

REC'D 

MAR 9 - 2018

Florida Inland
Navigation District

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

RE: City of Pompano Beach Ordinance No. 2018-30


Dear Ms. Zimmerman:

Enclosed, please find a copy of Ordinance No. 2018-30, along with two (2) **original** Lease Agreement between the City of Pompano Beach and Florida Inland Navigation District for Alsdorf Park.

Upon execution of the Agreements, please ensure one (1) original is returned to the City Clerk's office for our records.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,


Asceleta Hammond, CMC
City Clerk

AH/jfw
Enclosure(s)

ORDINANCE NO. 2018- 30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA INLAND NAVIGATION DISTRICT FOR ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Lease Agreement between the City of Pompano Beach and Florida Inland Navigation District for Alsdorf Park, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of January, 2018.

PASSED SECOND READING this 13th day of February, 2018.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
12/22/17
L:ord/2018-75

04.9

FIND SITE MSA-727B LEASE AGREEMENT
(Alsdorf Park)

THIS FIND SITE LEASE AGREEMENT ("Lease") dated as of this 9th day of March, 2018, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, hereinafter referred to as Tenant.

RECITALS

- A. Landlord is the owner of a parcel of land located in the City of Pompano Beach, Broward County, Florida, said parcel being designated in the Landlord's Long-Range Dredged Material Management Plan as Material Storage Area (MSA) 727B, as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Premises").
- B. Tenant has been operating the Premises as a public park and boat ramp since 1973 pursuant to a lease agreement with Landlord dated with a term of twenty- five years ("Original Lease") and amended January 29, 1980, which has been extended by four Lease Extension Agreements until March 1, 2018.
- C. Tenant has requested Landlord to further extend the Original Lease.
- D. Landlord is willing to allow the Tenant to use the Premises as a boating and recreational park upon the terms and conditions of this Lease.

WITNESSETH

THEREFORE, in consideration of the premises the mutual covenants and agreements, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are true, correct and incorporated herein by reference.

2. **PREMISES/TERM**

Landlord hereby leases the Premises to Tenant for a term commencing March 1, 2018, and terminating March 1, 2023 (the "Initial Term").

3. **PAYMENT OF RENT**

- a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease a base rent in the amount of One Hundred and No/100 Dollars (\$100.00) per year ("Rent"). Rent is due and payable annually, in advance, on or before the first day of each year of the Term.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT
 ATTN: EXECUTIVE DIRECTOR
 1314 MARCINSKI ROAD
 JUPITER, FLORIDA 33477-9427

- c. Tenant agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Rent.
- d. Tenant shall pay all ad valorem taxes and non-ad valorem assessments levied against the Premises.
- e. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said Rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the Term aforesaid, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of Rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Premises and repossess the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover Rent.

5. RENEWAL OPTION

Provided that there are no uncured Events of Default in existence at the end of the Initial Term or any renewal term, Tenant shall have the option of extending this Lease for an additional five (5) year term ("Renewal Term"). Tenant shall notify Landlord in writing at least sixty (60) days but not more than ninety (90) days prior to the end of the current term that Tenant is exercising its renewal option.

6. USE OF PREMISES/CONDUCT OF BUSINESS

- a. Tenant shall continuously occupy and use the Premises solely as a boating and public park (hereinafter called the "Permitted Use").

Tenant shall not make or permit any use the Premises except as specifically provided above without Landlord's prior written consent.

- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Broward, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

7. TENANT'S FIXTURES AND ALTERATIONS

- a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises without first obtaining the written consent of Landlord, which Landlord may approve or deny in its sole and absolute discretion. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Premises shall be removed from the Premises at the expiration or earlier termination of this Lease, except as otherwise provided herein.
- b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.
- c. As additional consideration for this Lease, Tenant agrees to install signs identifying the Premises as the property of the Florida Inland Navigation District and stating that it is a future dredged material management facility for the maintenance of the ICW. One sign shall be placed at the entrance to the Premises on 2974 NE 14th S and one sign along the ICW frontage. The signs shall be a minimum of six square feet and the copy shall be approved by the Landlord.

8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which shall not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.
- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.
- c. In the event Tenant assigns or sublets the Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. LIENS

- a. Mechanics' or Materialmen's Liens: Tenant shall not cause or permit any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any

character performed or claimed to have been performed on the Premises, by or at the direction of Tenant.

If the Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall promptly notify Landlord of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

- b. Landlord's Liability for Tenant's Liens: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.
- c. Public Construction Bond. Tenant shall deliver to Landlord a public construction bond in accordance with Section 255.05, F.S. from any contractor constructing improvements upon the Premises prior to the commencement of any such work. The bond shall be substantially in the form provided in Subsection 255.05(3) or as otherwise approved by Landlord, and shall include Landlord as a Principal. The amount of the bond shall be the amount of the construction contract.

10. LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b. Tenant, subject to and within the limitations set forth in Section 768.28, F.S., shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant or by Tenant's employees, guests, invitees, public invitees and/or licensees of the Premises or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees. Tenant shall keep in force, with companies and in a form acceptable to Landlord during the term of this Lease

and any extension or renewal thereof and during such other time as Tenant occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.

- c. Tenant shall include in any construction contract for work upon or involving the Premises a provision stating that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida and the County of Broward, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e. The provisions of this Section 10 shall survive the termination of this Lease.

11. INSURANCE

- a. Tenant will require any of its construction contractors to keep in force, during such time as such contractor occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises, with companies and in a form acceptable to Landlord, with a minimum One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. Tenant will further require its contractor to deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At Landlord's option, Tenant shall require its contractor to deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.
- c. All policies of insurance required to be carried by Tenant's contractor by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and Tenant and shall name Landlord and Tenant as Additional Insured.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The required insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's contractor's insurance and shall not contribute to it.

- f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant's contractor.
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to Tenant's contractor and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant's contractor shall be solely responsible for deductible and/or self-insured retention.
- h. Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.

12. REPAIRS AND MAINTENANCE OF PREMISES

- a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscaping and perimeter fence and gate, in good order, condition and repair and shall not commit or suffer any waste on the Premises. Without limiting the generality of the foregoing, Tenant shall remove all non-native invasive vegetation on the Premises not less frequently than on a semi-annual basis.
- b. To the extent allowed by law, Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Tenant's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c. In the event Tenant defaults in the performance of any of its obligations under this Paragraph 12, Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may, but shall not be obligated to, cure such default on behalf of Tenant and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred curing such default.

13. GOVERNMENTAL IMMUNITY

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

14. INTENTIONALLY DELETED

15. HAZARDOUS MATERIALS:

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.

- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from Tenant's use of the Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) business days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.
- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Premises by Tenant prior to the end of the Term.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
 - i. terminate the Lease by and retake possession of the Premises for its own account;
 - ii. demand payment in full of any and all amounts then due for the balance of the then remaining term of this Lease;
 - iii. terminate the Lease and possession of the Premises for the account of Tenant, who shall remain liable to Landlord; or
 - iv. avail itself of any other option or remedy available under Florida law;

and, in any event Tenant, shall give up the Premises to Landlord.
- b. If the notices provided herein have been given and this Lease shall be terminated; or if the Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.
- c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Premises after the expiration of the Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.
- c. Should Tenant refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Premises at any time. Landlord also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Premises. Landlord may, during the term of this Lease at reasonable times, enter the Premises upon reasonable advance written notice to Tenant, for the purpose of taking soil and groundwater samples and installing monitoring wells, provided that none of these activities shall unreasonably interfere with Tenant's Permitted Use.

20. RESERVED RIGHT TO USE THE PREMISES

Landlord reserves the right, from time to time, to utilize the Premises, in whole or in part, as determined by Landlord in its sole and absolute discretion, as a staging area and temporary dewatering facility for activities undertaken by the United States of America and/or Landlord, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. Landlord shall give Tenant not less than sixty (60) days written notice of Landlord's intent to exercise its rights under this paragraph. Landlord shall have the exclusive possession and use of any part or portion of the Premises Landlord, in its sole judgment, deems necessary for such purposes. Landlord may, but shall not be required to, construct a truck entrance/exit near the northwest corner of the Premises. Upon the completion of Landlord's activities, possession shall be restored to Tenant. Any improvements to the Premises which are damaged due to Landlord's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at Landlord's expense. Tenant shall not be entitled to any reduction or abatement of Rent during any period that Landlord exercises its rights under this Paragraph 20.

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. INTENTIONALLY DELETED

23. EMINENT DOMAIN

- a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

- b. If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for Tenant's Permitted Use, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for Tenant's Permitted Use, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.
- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES; VENUE

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings. In the event of any litigation arising out of or resulting from this Lease, the venue of such litigation shall be had only in the state or federal courts in Palm Beach County, Florida.

25. NOTICES

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to Tenant: City of Pompano Beach
Attn: City Manager
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With copy to: Mark Beaudreau
Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060

If to Landlord: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

With a copy to: Peter L. Breton, Esq.
Breton, Lynch, Eubanks et al.
605 North Olive Avenue, 2nd Floor
West Palm Beach, FL 33401

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

26. MISCELLANEOUS

- a. Tenant has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.
- c. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by the parties hereto.
- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed, amended or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.**
- f. Tenant hereby acknowledges Tenant's responsibility to ensure Tenant's property is maintained within or upon the said Premises at Tenant's expense.
- g. Tenant shall not change or install additional locks on any gates without Landlord's express written consent. In the event Tenant changes or installs additional locks, Tenant shall provide Landlord with duplicate keys therefor at Tenant's expense.
- h. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.

- i. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- j. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.
- k. This Lease shall be construed under the laws of the State of Florida.
- l. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- m. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.
- o. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.
- p. **RADON GAS**

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
- q. This Lease supersedes and replaces the Original Lease, as amended.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered
in the presence of:

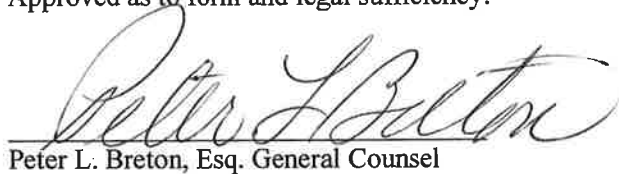

Witness

Print Name: Janet Zimmerman


Witness

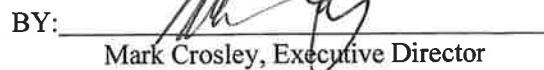
Print Name: Glenn Scambler

Approved as to form and legal sufficiency:


Peter L. Breton, Esq. General Counsel

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

BY: 
Mark Crosley, Executive Director

Dated: 03/09/18

AS TO TENANT:**"CITY":**

Witnesses:

CITY OF POMPANO BEACHSandra M. MorleyBy: [Signature]

LAMAR FISHER, MAYOR

Shelly R. BeethamBy: [Signature]

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY**STATE OF FLORIDA****COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 16th day of February, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDAJennette Forrester Williams

(Name of Acknowledger Typed, Printed or Stamped)

FF 993881

Commission Number

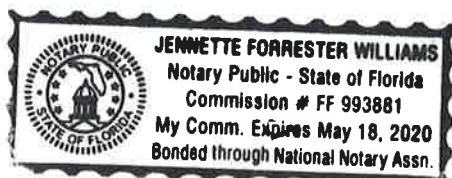


Exhibit A

Legal Description of Premises Lease Agreement For MSA 727-B

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43, lying West of the westerly right-of-way of the Intracoastal Waterway as said right-of-way is shown on Page 6-c of Plat Book 17, Broward County Public Records, less and except the South 50 feet thereof.



January 6, 2023

Monthly Report for the Florida Inland Navigation District

TO: Mark Crosley, Executive Director
Janet Zimmerman, Assistant Executive Director

FROM: Jim Davenport, Partner

Fiscal Year 2023 and 2024 Appropriations

On December 29th, President Joe Biden signed the FY 2023 Omnibus Appropriations Bill, which included (1) \$6.23 million for the Intracoastal Waterway – \$4.23 million from the President’s Budget Request (PBUD) + \$2 million requested by Rep. Brian Mast; (2) \$7.456 million for the Okeechobee Waterway - \$4.556 million from PBUD + \$2.9 million requested by Rep. Brian Mast; as well as the following: \$32 million for Navigation Maintenance and \$65 million for Small, Remote, or Subsistence Navigation. It appears that the Inland Waterways category was eaten up by earmarks or consolidated into another account, because it does not appear in the final report.

As you know, we reached out to FIND’s Army Corps of Engineers project manager to inform him specifically about the OWW money requested by Rep. Mast, to ensure that the Corps is aware of the additional funding for OWW dredging.

Now, as we wait for the election of a new House Speaker, we should begin preparing for FIND’s FY24 appropriations requests to your congressional delegation. Like last year, we should anticipate making funding requests to several members, but focus our efforts on members where the dredging is anticipated to take place. We believe members will again be restricted to making 15 requests to the House Appropriations Committee, so the process of getting your member to submit a project is highly competitive.

Likewise, we should plan for a FIND trip to Washington in late February to mid-March. We will follow up with you to discuss.

Please contact me with any questions.