

FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting

9:00 a.m., Friday, February 16, 2024
Sebastian City Hall
1225 Main Street
Sebastian, (Indian River County) FL 32958

Item 1. **Call to Order.**

Chair Crowley will call the meeting to order.

Item 2. **Pledge of Allegiance.**

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

Item 3. **Roll Call.**

Secretary Davenport 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 Keep Jacksonville Beautiful for the Annual Waterway Cleanup Projects in Duval County.
- b) City of Ft. Lauderdale Small-Scale Derelict Vessel Removal Program Application, Broward County, FL.
- c) Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.
- d) Waterway Cleanup Assistance to Key Biscayne Community Foundation for the Annual Waterway Cleanup Projects in Miami-Dade County.

(Please see back up pages 5-37)

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.*

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Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- December 8, 2023 - Personnel Com. Mtg. *(Please see back up pages 38-41)*
- December 8, 2023 - Board Meeting *(Please see back up pages 42-46)*

RECOMMEND: Approval of the minutes as presented.

Item 8. Staff Report on Indian River County Area Status and Projects.

Staff will present a report on the District's Indian River County area status and projects. *(Please see back up pages 47-61)*

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.

The U.S. Army Corps of Engineers' (USACE) Intracoastal Waterway (IWW) Project Manager, Mr. Eduardo Marin, is scheduled to present an update on projects and activities within the District and provide the District with a request for Work Order funding for essential maintenance dredging of the Intracoastal Waterway (IWW) near Ponce de Leon Inlet.

The USACE is working on plans and specifications for the maintenance dredging of the IWW in the vicinity of Ponce de Leon Inlet. In accordance with the Memorandum of Agreement and Contributed Funds Agreement between the USACE and FIND, the USACE is requesting funding for the completion of this important project.

(Please see back up pages 62-79 Work Order on pages 65-66)

RECOMMEND: Approval of Work Order #63-2024-02 with the U.S. Army Corps of Engineers to request District funding for required maintenance dredging of the IWW in the vicinity of Ponce de Leon Inlet, Volusia County, FL.

Item 10. Personnel Committee Report.

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

(Please refer to the Personnel Committee Agenda Package)

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

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Item 11. **Modification to the City of Miami Morningside Park Phase II DA-MI-23-284 Waterways Assistance Program Project Agreement, Miami, Miami-Dade County, FL**

In September 2023, the Florida Inland Navigation District (FIND) Board approved a grant of \$4,352,670 for improvements at Morningside Park in Miami. In November 2023, the City of Miami entertained a resolution to initiate steps to potentially establish a boating restricted area around Mangrove Island, a spoil island in Biscayne Bay, citing a Brown Pelican nesting rookery. This proposed restriction raised concerns about its impact on public boating access and activities, conflicting with the objectives of FIND's grant and the Miami-Dade County Waterfront Recreational Access Plan.

In response, the FIND Board, at their November 2023 meeting, approved delaying the final execution of the DA-MI-23-284 Morningside Park Phase II Project Agreement. FIND communicated its position, advocating for continued boating access and opposing additional speed zone restrictions, to the City of Miami and the Florida Fish and Wildlife Conservation Commission (FWC). Subsequently, the City of Miami modified the proposed resolution after considering FIND's input and has directed the City Manager to work with FIND on any future actions the City might consider.

Pursuant to Rule 66B-2.004(5), FIND staff are now requesting Board approval to include additional clarifying language in the project agreement to ensure alignment with the grant's original intentions and the preservation of public access.

(Please see backup pages 80-109)

RECOMMEND: Approval of the recommended additional language to the City of Miami Morningside Park DA-MI-23-284 Waterways Assistance Program Project Agreement, Miami, Miami-Dade County, FL.

Item 12. **Approval of the Auditor Engagement Letter with Berger, Toombs, Elam, Gaines & Frank.**

On January 19, 2024, the Auditor Selection Committee conducted a thorough evaluation and ranking of the four (4) Request for Proposals (RFPs) submitted in response to the District's solicitation in December. Following this process, Berger, Toombs, Elam, Gaines & Frank emerged as the top-ranked auditing firm.

In accordance with this selection, staff have prepared an engagement letter for the Board's approval, formalizing the appointment of Berger, Toombs, Elam, Gaines & Frank. This engagement letter outlines the terms for the audit services beginning with the fiscal year (FY) 2022-2023. The agreement establishes a commitment for an initial duration of five (5) fiscal years, with an option to extend the contract for up to an additional five (5) fiscal years. Such an extension would be contingent upon mutual written agreement from both parties involved.

The Board is now requested to review and approve this engagement letter, thereby finalizing the selection of Berger, Toombs, Elam, Gaines & Frank for the District's FY 2022-2023 financial audit and potentially for subsequent fiscal years as outlined in the agreement.

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(Please see backup pages 110-117)

RECOMMEND: Approval of the engagement letter with Berger, Toombs, Elam, Gaines & Frank.

Item 13. 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 14. Washington D.C. Report.

The District's federal governmental relations firm has submitted a status report concerning activity pertaining to the District's federal issues. Mr. Jim Davenport is working to schedule Hill visits for Commissioners March 6th-8th in Washington, D.C., with a full day of meetings on March 7th.

(Please see backup pages 118)

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

Item 15. Additional Staff Comments and Additional Agenda Items.

- Wash D.C Hill visit March 6-8, 2024
 - IWW Inspection Tour April 30-May 3, 2024
-

Item 16. Additional Commissioners' Comments.

Item 17. 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, February 16, 2024

**City Council Chambers at the Sebastian City Hall
1225 Main Street, Sebastian, FL 32958**

Item a. Waterway Cleanup Assistance to Keep Jacksonville Beautiful for the Annual Waterway Cleanup Projects in Duval County.

Keep Jacksonville Beautiful has submitted a request for its Annual Waterway Cleanup Projects in Duval County. The District has funded this cleanup for 14 years and it has been very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 7-9)

RECOMMEND: Approval of the request from Keep Jacksonville Beautiful for assistance with the 2024 Waterway Cleanup Projects in Duval County in an amount not to exceed \$5,000.

Item b. City of Ft. Lauderdale Small-Scale Derelict Vessel Removal Program Application, Broward County, FL.

The City of Ft. Lauderdale has submitted a funding assistance request for the removal of one (1) derelict vessel located on the District's waterways within Broward County. The total project costs are estimated to be \$7,525.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the projects are eligible for up to 75% District funding reimbursement. The City of Ft. Lauderdale is requesting \$5,644.00 (75%) District funding reimbursement.

(Please see back up pages 10-14)

RECOMMEND: Approval of the City of Ft. Lauderdale's request for up to \$5,644.00 cost-share through the District's Small-Scale Derelict Vessel Removal Projects program, Broward County, FL.

Item c. Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.

Miami-Dade County has submitted funding assistance requests for the removal of fourteen (14) derelict vessels located on the District's waterways within Miami-Dade County. The total project cost is estimated to be \$109,699.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. Miami-Dade County is requesting \$75,000.00 (69%) District funding reimbursement.

(Please see back up pages 15-33)

RECOMMEND: Approval of Miami-Dade County's request for up to \$75,000 cost- share through the District's Small-Scale Derelict Vessel Removal Projects program, Miami-Dade County, FL.

Item d. Waterway Cleanup Assistance to Key Biscayne Community Foundation for the Annual Waterway Cleanup Projects in Miami-Dade County.

Key Biscayne Community Foundation has submitted a request for its Annual Waterway Cleanup Projects in Miami-Dade County. The District has funded this cleanup for the past two years and it has been very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 34-37)

RECOMMEND: Approval of the request from Key Biscayne Community Foundation for assistance with the 2024-2025 Waterway Cleanup Projects in Miami-Dade County in an amount not to exceed \$5,000.



**Keep Jacksonville
Beautiful Commission**

Katie Blandford

Chair

Melody Shacter

Vice Chair

Members

Chris Buckley

Lauren Chappell

Harrison Conyers

John Drayton

Voncea Fuller

Hon. Mike Gay

Justin Gearhart

Lisa Grubba

Jenna Kobischen

Hon. Jim Love

Kimberly Miller

Cindy Pearson

Brian Pavak

James Richardson

Darren Schmidt

Alicia Smith

Alexander Traversa

Executive

Coordinator

Daniel Durbec

January 22, 2024

Mr. Chris Kelley
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477

Dear Mr. Kelley:

Keep Jacksonville Beautiful humbly requests and thanks you for the opportunity to apply for financial assistance for the organized removal of reuse within the District's waterways in Duval County.

If you approve our request, this will be the 14th consecutive year that your organization has assisted KJB in our ongoing cleanup efforts of the St. Johns River, Intracoastal Waterway, the Atlantic Ocean and local creeks and tributaries.

F.I.N.D's financial support of \$5,000 in 2024 will help us to continue our work. In 2023, we were able to host several water-related cleanups, including:

- * The St. Johns River Celebration Cleanup on March 18 in which 384 volunteers turned out to donate 1,063 volunteer hours and collect 5.25 tons of debris.

- * The annual July 5th beach cleanup in which 158 volunteers invested 316 hours of their time to pick up 1.58 tons of trash from Atlantic, Neptune and Jacksonville beaches.

- * The International Coastal Cleanup on September 16. Some 523 volunteers turned out to donate 1,083 hours to pick up 3.5 tons of waterborne debris.

Your generous support will allow us to continue these activities. Attached for your approval is a list of cleanup locations we have targeted for litter collection, and a budget outlining expenditures for the use of District funds.

We are grateful for the District's continued support and look forward to working together in the future.

Sincerely,

Daniel Durbec



Clean It Up, Green It Up, Keep Jacksonville Beautiful
214 N. Hogan St. Suite 5000, Jacksonville, Florida 32220
Telephone: (904) 255-8276 Web: www.coj.net

An Award Winning Affiliate of Keep America Beautiful

March 16, 2024 St. Johns River Celebration Cleanup & September 21, 2024 International Coastal Cleanup Sites

Beach Boulevard—Oceanfront
 Atlantic Boulevard—Oceanfront
 16th Avenue South—Oceanfront
 Blue Cypress Park—Riverfront
 Burnett Park--Creek front
 Castaway Island Preserve—Intracoastal
 County Boat Dock—Riverfront
 Exchange Club Island—Riverfront
 Fishweir Creek--Creek front
 Ft. Caroline National Memorial Park—Riverfront
 Goodby's Creek--Riverfront
 Helen Cooper Floyd (Little Jetties)-Riverfront
 Hogan Creek--Creek front
 Hollybrook Park—Creek front
 Intracoastal Waterway Boat Ramp--Intracoastal
 Hollybrook Park—Creek front
 Huguenot Memorial Park—Riverfront
 Intracoastal Waterway Park—Intracoastal Waterway
 Jim King Park & Boat Ramp at Sisters Creek—River/creek front
 Joe Carlucci Boat Ramp—Riverfront
 Kathryn Abbey Hanna Park--Oceanfront
 Klutho Park—Tributary/Creek front
 Little Talbot State Park-Riverfront
 Mike McCue Park & Boat Ramp—Intracoastal Waterway
 Mandarin Park/Mandarin Boat Ramp—Creek front
 Northbank River Walk—Riverfront
 Northshore Park—Riverfront
 Pottsburg Creek—Creek front
 Reddie Point Preserve—Riverfront
 River Oaks Park/Craigs Creek—Creek front
 Riverview Community Senior Center & Park—Riverfront
 Tillie Fowler Regional Park
 Walter Jones Park—Riverfront

Additional sites will be identified and added.

**Proposed Budget
St. Johns River Celebration Cleanup, March 16, 2024 &
International/Florida Coastal Cleanup Sept. 21, 2024**

January 22, 2024

Expenses

- Supplies:
Trash bags (for cleanup events) \$ 5,000

Total Estimated Expenses **\$5,000** **Grant funding**

Grant funds:

(To satisfy Florida Inland Navigation District Requirements)

- Advertising/Marketing & Educational Awareness
City of Jacksonville:
Cleanup event fliers will be disseminated via email and social media.
F.I.N.D. will be recognized in social media and in City media releases.
F.I.N.D. will be recognized in the annual litter report to the City Council.

Supplies purchased with grant funds will be used for cleanups throughout the year.

Total \$5.000

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

Applicant: City of Fort Lauderdale

Project Title: Derelict Vessel It is What It Is

Contact Person: Greg Chavarria

Title: City Manager

Address: 450 South West 7th Ave.

Fort Lauderdale, Florida Zip Code: 33312

Telephone: 954-828-5343 Fax: _____

Email: jluscomb@fortlauderdale.gov

Number of Vessels and waterway locations: 1 Vessel / 26.07.04 / 80.08.55
(Please include pictures and map locations on a separate worksheet)

Vessel Distance from the Intracoastal Waterway On the New River 2 miles from ICW

Total Estimated Costs to removal all vessels: \$ 7,525; FIND Funding Requested: \$ 5,644
% of total cost: _____. Please complete and attach a cost estimate sheet (Form # 01-06) for each vessel to be removed, in addition to a contractor bid sheet)

Amount and Source of Applicants Matching Funds: 1881, City of Fort Lauderdale Grant Match Find

Other (non-FIND) Assistance applied for (name of program and amount) 0

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

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

If not, please explain: _____

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

SIGNATURE:  DATE: 11/28/2023

ATTACHMENT B

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

PROJECT COST ESTIMATE

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

APPLICANT: _____

PROJECT: _____

VESSEL LOCATION AND IDENTIFICATION: _____

Project Elements <i>(Please list the project cost elements and provide a general cost break out for each one.)</i>	Quantity Estimated Cost (Number or cost per vessel)	Applicant's Cost	FIND Cost
Salvage and Remove Derelict Vessel "It Is What it Is"	7525	1881	5644

**** TOTALS =** \$ 7525 \$ 1881 \$ 5644

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

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

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

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

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

(4) District funding shall be limited to \$150,000 per county, per year, provided on a reimbursement basis only.

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

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

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

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

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

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

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





Derlict Vessel Location Map

MV "It is What it Is"

Legend

14

Feature 1

Feature 2

Feature 3

Feature 4

Historic Raintree Park

Housing Authority of Fort Lauderdale

Soflo Bronco Rentals





January 9, 2024

Ms. Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District (FIND)
600 County Hwy. 707 – Unit C
Jupiter, FL 33469-3516

Via electronic mail

Re: FIND Small-Scale Derelict Vessel Removal Program Application Fiscal Year 2023-2024 – Miami-Dade County

Dear Ms. Zimmerman:

Please find the accompanying completed Small-Scale Derelict Vessel Removal Program Application submitted on behalf of Miami-Dade County through its Department of Regulatory and Economic Resources' Division of Environmental Resources Management (DERM). Miami-Dade County is applying for funding to offset the contracted costs for the removal and disposal of fourteen (14) derelict vessels located in the District's waterways within the County. The vessels were in various locations within Biscayne Bay and ranged from within the Intracoastal Waterway to approximately 2.5 miles of the Intracoastal Waterway. Each represented a hazard to navigation, public safety, and/or the environment.

The fourteen vessels were removed and disposed of between August 31 and December 5, 2023, for a total contracted cost of \$109,699.00. Miami-Dade County requests that FIND provide \$75,000.00, or approximately 69 percent, of these costs through its Small-Scale Derelict Vessel Removal Program. The remaining \$34,699.00 in contracted costs were paid for using funds from Miami-Dade County's Biscayne Bay Environmental Enhancement Trust Fund. Please note that the contracted costs were based on the lowest bids received from pre-qualified vendors via a competitive bidding process. Additionally, all costs related to management and oversight of the project were borne by Miami-Dade County and are not included in the contracted cost.

In addition to the required Attachments A and B of the application, enclosed are photos of each of the derelict vessels prior to their removal, aerial photo maps showing the vessels' locations, and tally sheets of the contractor bids. We respectfully request consideration of this application at the next scheduled meeting of the FIND Commission.

Thank you very much for your assistance and for this funding opportunity. If you have any questions or require any additional information, please do not hesitate to contact me at (305) 372-6581 or at john.ricisak@miamidade.gov.

Sincerely,

John Ricisak, Project Supervisor
Restoration & Enhancement Section

Attachment: FY23-24 Small-Scale Derelict Vessel Removal Grant Application

Cc: Spencer Crowley

Delivering Excellence Every Day

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

Applicant: Miami-Dade County through the Department of Regulatory & Economic Resources - Division of Environmental Resources Management (DERM)

Project Title: Biscayne Bay Derelict Vessel Removal & Disposal - Fall 2023

Contact Person: John Ricisak

Title: Environmental Resources Project Supervisor

Address: 701 NW 1 Court – 5th Floor West

Miami, Florida

Zip Code: 33136

Telephone: 305-487-2612 (cell – preferred)

Fax: 305-372-6479

Email: john.ricisak@miamidade.gov

Number of Vessels and waterway locations: Fourteen (14) vessels total, various locations in Biscayne Bay. (See attached vessel photographs and location map).

Vessel Distance from the Intracoastal Waterway: Inside of to within approximately 2.5 miles of ICW.

Total Estimated Costs to remove all vessels: \$109,699.00

FIND Funding Requested: \$75,000.00

% of total cost: approximately ~69%. (See attached Form # 01-06 listing each vessel removed and attached contractor bid tally sheets)

Amount and Source of Applicants Matching Funds: Matching funds of approximately \$34,699.00 provided from Miami-Dade County's Biscayne Bay Environmental Enhancement Trust Fund.

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

Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FWC) (or other applicable marine law enforcement agency) as derelict? Yes. All vessels have been documented by FWC or the City of Miami Police Department – Marine Patrol Unit.

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

If not, please explain: None required.

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

SIGNATURE: 

DATE: 1/9/2024

ATTACHMENT B

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

PROJECT COST ESTIMATE

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

APPLICANT: Miami-Dade County through RER-DERM

PROJECT: Biscayne Bay Derelict Vessel Removal & Disposal – Fall 2023

VESSEL LOCATION AND IDENTIFICATION: See attached.

Project Elements	Vessel Cost	Applicant's Cost	FIND Cost
<i>Removal and disposal of fourteen derelict vessels between 24 and 45 feet in length</i>			
1- CMPD230227-0014569 29-ft. sailboat	\$6800.00		
2- CMPD230417-0027425 37-ft. sailboat	\$8200.00		
3- CMPD230420-0028294 31-ft. sailboat	\$7000.00		
4- CMPD230720-0051334 27-ft. sailboat	\$5999.00		
5- FWC23ON0022668 25-ft. powerboat	\$4000.00		
6- FWC23ON0039605 43-ft. sailboat	\$10100.00		
7- FWC23ON0053037 33-ft. sailboat	\$8100.00		
8- CMPD230807-0055675 27-ft. sailboat	\$6100.00		
9- CMPD230821-0059324 34-ft. sailboat	\$8500.00		
10- CMPD230905-0063097 34-ft. sailboat	\$10100.00		
11- CMPD230912-0064914 24-ft.powerboat	\$4000.00		
12- FWC23ON0060414 26-ft. powerboat	\$6700.00		
13- FWC23ON0085281 45-ft.powerboat	\$14800.00		
14- FWC23ON0108731 34-ft. powerboat	\$9300.00		

**** TOTALS =** **\$109,699.00** **\$34,699.00** **\$75,000.00**

TALLY SHEET

Solicitation Number: MARINE STADIUM SUMMER 2023
 Summary Description: DERELICT VESSEL REMOVAL
 Solicitation Opening/ Closing Date: 8/14/23-8/21/23

Prepared by:

Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

Vendor Name:

Is the bid responsive (if no, state reason below):

Indicate DBD certification:

Registered vendor (yes/ no):

Incumbent vendor (yes/no):

Locally Headquartered

Local Vendor (yes/no, if yes, indicate county):

Items being procured per current solicitation			KEARNS		BISCAYNE TOWING					
Item no.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	CMPD230227-0014569, 29FT, FIBERGLASS	1	\$6,800.00	\$ 6,800.00	\$ 7,250.00	\$ 7,250.00				
2	CMPD230228-0014873, 30FT, FIBERGLASS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00				
3	CMPD230417-0027369, 23FT, FIBERGLASS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,750.00	\$ 5,750.00				
4	CMPD230417-0027425, 37FT, FIBERGLASS	1	\$8,200.00	\$ 8,200.00	\$ 10,175.00	\$ 10,175.00				
5	CMPD230420-0028294, 31FT, FIBERGLASS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,750.00	\$ 7,750.00				
6	CMPD230720-0051334, 27FT, FIBERGLASS	1	\$ 5,999.00	\$ 5,999.00	\$ 6,750.00	\$ 6,750.00				
subtotal				\$ 39,999.00		\$ 45,175.00				
Evaluation adjustment 10% local preference				\$ 35,999.10		\$ 40,657.50				
Evaluation adjustment 5% locally headquartered				\$ 33,999.15		\$ 38,398.75				
SBE adjustment 10%										
Total evaluated price:				\$ 33,999.15		\$ 38,398.75				

Optional Items (not included in evaluated price)

Identify Non-responsive vendors and reason:

-

RFQ SENT TO ALL THE VENDORS ON THE DV REMOVAL CONTRACT. ONLY 2 RESPONDED WITH BIDS. BOTH LOCAL

TALLY SHEET

Solicitation Number: IVO MARINE STADIUM
 Summary Description: DERELICT VESSEL REMOVAL
 ITQ Opening - Closing Date: 10/17/23-10/23/23
 Estimated Total Contract Value:
 SBE Measures: -
 Prepared by: JPL
 Verified by:



REGULATORY AND ECONOMIC RESOURCES

*Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

Vendor Name:			BISCAYNE TOWING		KEARNS CONSTRUCTION					
Is the bid responsive? (if no, state reason below):			Yes		Yes		-		-	
Vendor registered, active, & all affidavits completed?:			Yes		Yes		-		-	
Local Vendor? (If yes, indicate county):			Yes Miami-Dade		Yes Miami-Dade		-		-	
Locally Headquartered:			Yes		Yes		-		-	
Small Business Enterprise (SBE) (If yes, indicate tier)?:			No		No		-		-	
Veteran Preference?:			No		No		-		-	
Items being procured per current solicitation			Pricing		Pricing		Pricing		Pricing	
Item no.	Description	Quantity	Per Unit	Extended	Per Unit	Extended	Per Unit	Extended	Per Unit	Extended
1	CMPD230803-0054664, 42FT, FIBERGLASS	1	\$ 8,500.00	\$ 8,500.00	\$ 28,900.00	\$ 28,900.00		\$ -		\$ -
2	CMPD230905-0063052, 27FT, FIBERGLASS	1	\$ 6,500.00	\$ 6,500.00	\$ 6,600.00	\$ 6,600.00		\$ -		\$ -
3	CMPD230905-0063097, 34FT, WOOD/FIBERGLASS	1	\$ 10,100.00	\$ 10,100.00	\$ 8,200.00	\$ 8,200.00		\$ -		\$ -
4	CMPD230911-0064703, 30FT, FIBERGLASS	1	\$ 6,600.00	\$ 6,600.00	\$ 7,400.00	\$ 7,400.00		\$ -		\$ -
5										
6										
7				\$ -		\$ -		\$ -		\$ -
8				\$ -		\$ -		\$ -		\$ -
9				\$ -		\$ -		\$ -		\$ -
10				\$ -		\$ -		\$ -		\$ -
Subtotal:			\$ 31,700.00		\$ 51,100.00		\$ -		\$ -	

Bid Evaluation Adjustments

SBE adjustment:	\$ -		\$ -		\$ -		\$ -
Veterans Preference (5%)	\$ -		\$ -		\$ -		\$ -
Total evaluated price:	\$ 31,700.00		\$ 51,100.00		\$ -		\$ -

Comments (Identify Non-responsive vendors and reason):

-
-
-
-

TALLY SHEET

Solicitation Number: PELICAN HARBOR
Summary Description: DERELICT VESSEL REMOVAL
Solicitation Opening/ Closing Date: 9/1/23 - 9/12/23
Prepared by:
Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

Vendor Name:

Is the bid responsive (if no, state reason below):

Indicate DBD certification:

Registered vendor (yes/ no):

Incumbent vendor (yes/no):

Locally Headquartered

Local Vendor (yes/no, if yes, indicate county):

Items being procured per current solicitation			KEARNS CONSTRUCTION		BISCAYNE TOWING					
Item no.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	FWC23ON0022668, 25FT, FIBERGLASS	1	\$4,000.00	\$ 4,000.00	\$ 5,250.00	\$ 5,250.00				
2	FWC23ON0039605, 43FT, FIBERGLASS	1	\$ 10,100.00	\$ 10,100.00	\$ 12,900.00	\$ 12,900.00				
3	FWC23ON0053037, 33FT, FIBERGLASS	1	\$ 8,100.00	\$ 8,100.00	\$ 7,260.00	\$ 7,260.00				
Subtotal			\$ 22,200.00		\$ 25,410.00					
Evaluation adjustment 10% local preference			\$ 19,980.00		\$ 22,869.00					
Evaluation adjustment 5% locally headquartered			\$ 18,870.00		\$ 21,598.50					
SBE adjustment 10%										
Total evaluated price:			\$ 18,870.00		\$ 21,598.50					

Optional Items (not included in evaluated price)

Identify Non-responsive vendors and reason:

-

-

RFQ SENT TO ALL THE VENDORS ON THE DV REMOVAL CONTRACT, ONLY 2 RESPONDED WITH BIDS, BOTH

TALLY SHEET

Solicitation Number: IVO DINNER KEY
 Summary Description: DERELICT VESSEL REMOVAL
 ITQ Opening - Closing Date: 10/17/23-10/23/23
 Estimated Total Contract Value:
 SBE Measures: -
 Prepared by: JPL
 Verified by:



REGULATORY AND ECONOMIC RESOURCES

*Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

Vendor Name:			BISCAYNE TOWING		KEARNS CONSTRUCTION					
Is the bid responsive? (if no, state reason below):			Yes		Yes		-		-	
Vendor registered, active, & all affidavits completed?:			Yes		Yes		-		-	
Local Vendor? (If yes, indicate county):			Yes Miami-Dade		Yes Miami-Dade		-		-	
Locally Headquartered:			Yes		Yes		-		-	
Small Business Enterprise (SBE) (If yes, indicate tier)?:			No		No		-		-	
Veteran Preference?:			No		No		-		-	
Items being procured per current solicitation			Pricing		Pricing		Pricing		Pricing	
Item no.	Description	Quantity	Per Unit	Extended	Per Unit	Extended	Per Unit	Extended	Per Unit	Extended
1	CMPD221110-0079147, 46FT, FIBERGLASS	1	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00		\$ -		\$ -
2	CMPD230807-0055675, 27FT, FIBERGLASS	1	\$ 6,100.00	\$ 6,100.00	\$ 6,800.00	\$ 6,800.00		\$ -		\$ -
3	CMPD230821-0059279, 22FT, FIBERGLASS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00	\$ 4,400.00		\$ -		\$ -
4	CMPD230821-0059324, 34FT, FIBERGLASS	1	\$ 8,500.00	\$ 8,500.00	\$ 8,200.00	\$ 8,200.00		\$ -		\$ -
5	CMPD230912-0064903, 24FT, FIBERGLASS	1	\$ 5,400.00	\$ 5,400.00	\$ 4,600.00	\$ 4,600.00		\$ -		\$ -
6	CMPD230912-0064914, 24FT, FIBERGLASS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,600.00	\$ 4,600.00		\$ -		\$ -
7				\$ -		\$ -		\$ -		\$ -
8				\$ -		\$ -		\$ -		\$ -
9				\$ -		\$ -		\$ -		\$ -
10				\$ -		\$ -		\$ -		\$ -
Subtotal:			\$ 44,000.00		\$ 56,600.00		\$ -		\$ -	

Bid Evaluation Adjustments

SBE adjustment:	\$ -	\$ -	\$ -	\$ -
Veterans Preference (5%)	\$ -	\$ -	\$ -	\$ -
Total evaluated price:	\$ 44,000.00	\$ 56,600.00	\$ -	\$ -

Comments (Identify Non-responsive vendors and reason):

-
-
-
-

TALLY SHEET

Solicitation Number: PELICAN HARBOR
Summary Description: DERELICT VESSEL REMOVAL
Solicitation Opening/ Closing Date: 11/22/28-11/28/22
Prepared by:
Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

Vendor Name:			KEARNS CONSTRUCTION		BISCAYNE TOWING					
Is the bid responsive (if no, state reason below):			X Yes ____ No		X Yes ____ No		X Yes ____ No		X Yes ____ No	
Indicate DBD certification:			No		No		Yes		No	
Registered vendor (yes/ no):			Yes		Yes		Yes		Yes	
Incumbent vendor (yes/no):										
Locally Headquartered			Yes		Yes		Yes		Yes	
Local Vendor (yes/no, if yes, indicate county):			Yes		Yes		Yes		Yes	
Items being procured per current solicitation			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Item no.	Description	Quantity								
1	FWC23ON0060414, 26FT, FIBERGLASS	1	\$6,700.00	\$ 6,700.00	\$ 9,100.00	\$ 9,100.00				
2	FWC23ON0085281, 44FT, FIBERGLASS	1	\$ 14,800.00	\$ 14,800.00	\$ 15,400.00	\$ 15,400.00				
3	FWC23ON0108731, 34FT, FIBERGLASS	1	\$ 9,300.00	\$ 9,300.00	\$ 11,900.00	\$ 11,900.00				
4										
5										
Subtotal				\$ 30,800.00		\$ 36,400.00				
Evaluation adjustment 10% local preference				\$ 27,720.00		\$ 32,760.00				
Evaluation adjustment 5% locally headquartered				\$ 26,180.00		\$ 30,940.00				
SBE adjustment 10%										
Total evaluated price:				\$ 26,180.00		\$30,940.00				
Optional Items (not included in evaluated price)										
Identify Non-responsive vendors and reason:										

RFQ SENT TO ALL THE VENDORS UNDER THE DV REMOVAL GROUP UNDER CONTRACT RTQ-02122, 2 RESPONDED WITH BIDS, BOTH LOCAL AND LOCALLY HQ

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

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

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

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

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

(4) District funding shall be limited to \$150,000 per county, per year, provided on a reimbursement basis only.

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

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

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

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

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

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

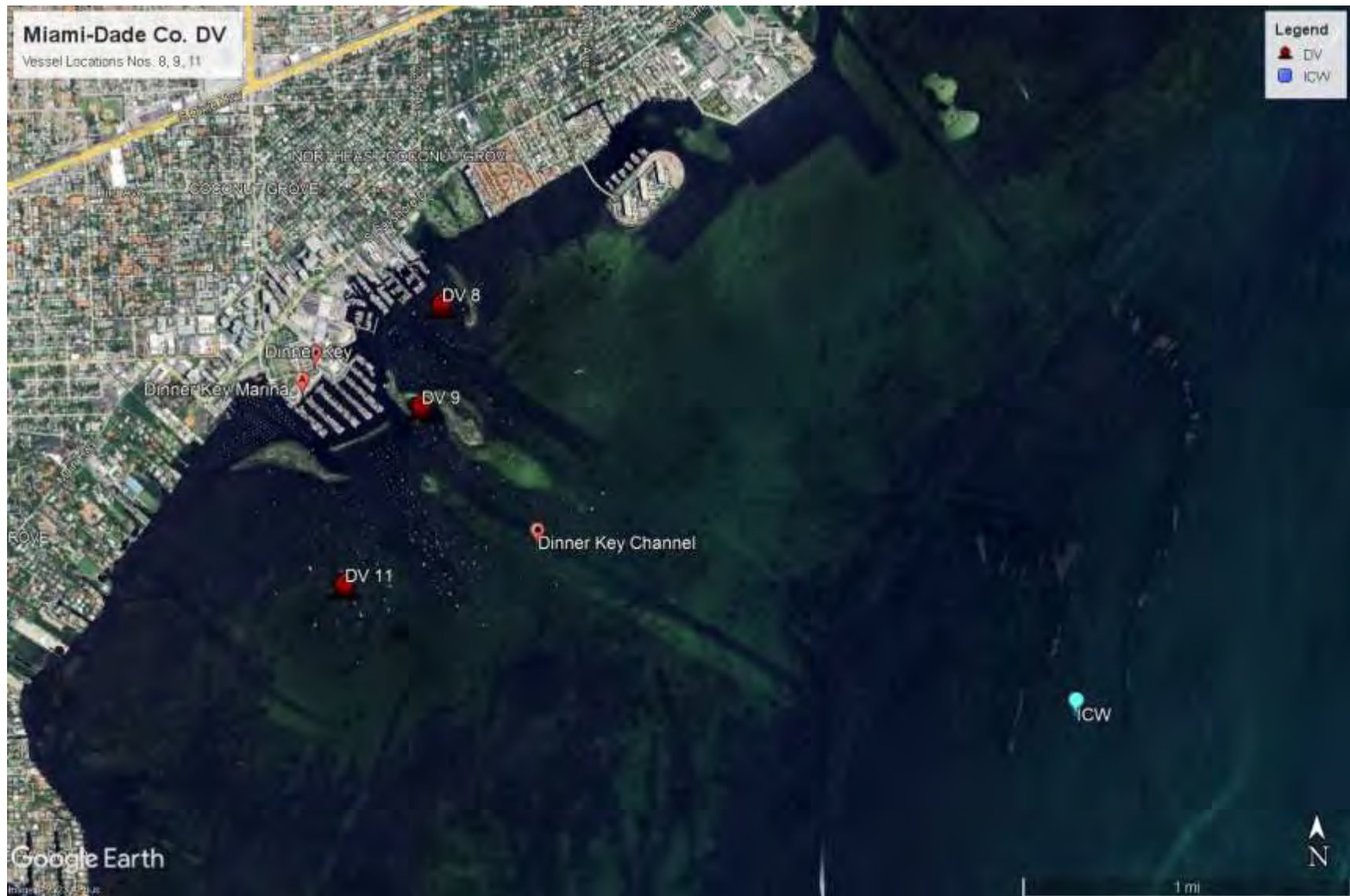
(11) The District Board shall make all final decisions concerning the provision of funding for this program.



Miami Marine Stadium Area



Pelican Harbor Area



Dinner key Area



1) CMPD230227-0014569 FL9150LS 29' sailboat



2) CMPD230417-0027425 FL8512CV 37' sailboat in Critical Wildlife Area



3) CMPD230420-0028294 FL5262LZ 31' sailboat



4) CMPD230720-0051334 FL2482HJ 27' sailboat



5) FWC23ON-0022668 - FL 9952 CE – 25' powerboat 25°50.817'N / 80°09.848'W



6) FWC23ON0039605 - FL2348PU – 43' sailboat 25°50.482'N / 80°09.308'W



7) FWC23ON-0053037 - FL 4841 AN – 33' sailboat 25°51.165'N / 80°09.752'W



8) CMPD230807-0055675 "Surseas" 27' sailboat



9) CMPD230821-0059324 FL6002PZ "Saraband" 34' sailboat



10) CMPD230905-0063097 FL5597GD ~34' sailboat



11) CMPD230912-0064914 FL2526RB 24' powerboat



12) FWC23ON0060414 - FL7928PP 26' powerboat - 25°52.520'N / 80°09.396'W



13) FWC23ON0085281 - FL9438 DR – 45' powerboat 25°50.892'N / 80°09.724'W



14) FWC23ON0108731 - FL2263PE– 34' powerboat 25°51.354'N / 80°10.015'W



February 1, 2024

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

RE: Request for Sponsorship Funding for Multiple Cleanup events in Key Biscayne and Miami

Dear Ms. Zimmerman and Mr. Kelley:

In 2023 and the beginning of 2024, the Key Biscayne Citizen Science Project (CSP), part of the Key Biscayne Community Foundation (KBCF), performed its first “Neglected Areas Cleanups” along the Biscayne Bay side of Key Biscayne. During this series of cleanup events, we concentrated primarily on mangroves as the most important neglected areas to clean. This series was extremely successful and popular, and we hope to continue and expand these events to have an even larger impact in cleaning areas of Key Biscayne and also other parts of the Greater Miami Area. We appreciate the support of the Florida Inland Navigation District (FIND) and very much look forward to partnering with FIND again for this expanded endeavor.

As a barrier island, currents within the surrounding waterways and ocean directly affect Key Biscayne, and many types of pollution accumulate in various parts of the Key, detrimentally affecting the fragile and unique local ecosystems. KBCF plans to sponsor a series of 5 cleanup events of *neglected* areas – in particular mangroves, which are important for maintaining water quality – through CSP and partnering with other organizations on Key Biscayne including Free Plastic (FP); FillABag (FAB); and Miami-Dade Parks, Recreation, and Open Spaces Department (Miami EcoAdventures). Our first 5 cleanups from 9/2022 to 1/2023 collected almost 2 tons of trash and had over 180 volunteers! Our second 5 cleanups from 9/2023 to 2/2024 have so far collected 1.5 tons! We still have one cleanup on February 18th to conduct.

Our areas of focus will include mangroves in Crandon Park in Key Biscayne (two different sites), No Name Harbor (connected to Biscayne Bay) in Bill Baggs State Park, West Point Preserve in Key Biscayne, and Peacock Park/The Barnacle in Coconut Grove (see attached maps). We have a few alternative sites also if we have time to schedule extra cleanups. We plan to have a series of five cleanup events, one per month from September 2024 to January 2025 (exact dates TBD). Dates may be rescheduled due to inclement weather or other conflicts. Supervision of each event will be shared between each of the partners involved. The events will enlist help from members of the public and community partners who share the ultimate goal of protecting our natural resources and understand the importance of protecting our waterways.

We respectfully request FIND provide 1 year of support totaling \$5,000 for our 2024-25 cleanup events of neglected areas of Key Biscayne and Greater Miami Area. FIND’s financial support will be allocated to our keepsake prizes (participants love these!), equipment, marketing, and \$1,000 event insurance. In return for sponsorship, FIND’s logo will be included in all advertising materials and on the t-shirts given to volunteers.

KBCF appreciates FIND’s dedication to protecting our waterways and local environment, and we thank you for your consideration in providing financial support for our 2024-25 cleanup events. If you have any questions, please feel free to contact me at (305) 361-2770 or at rumya@keybiscaynefoundation.org.

Best Regards,

Rumya Sundaram
Program Manager, Key Biscayne Citizen Science Project



Expected Budget for 2024-25 Key Biscayne Neglected Area Cleanups:

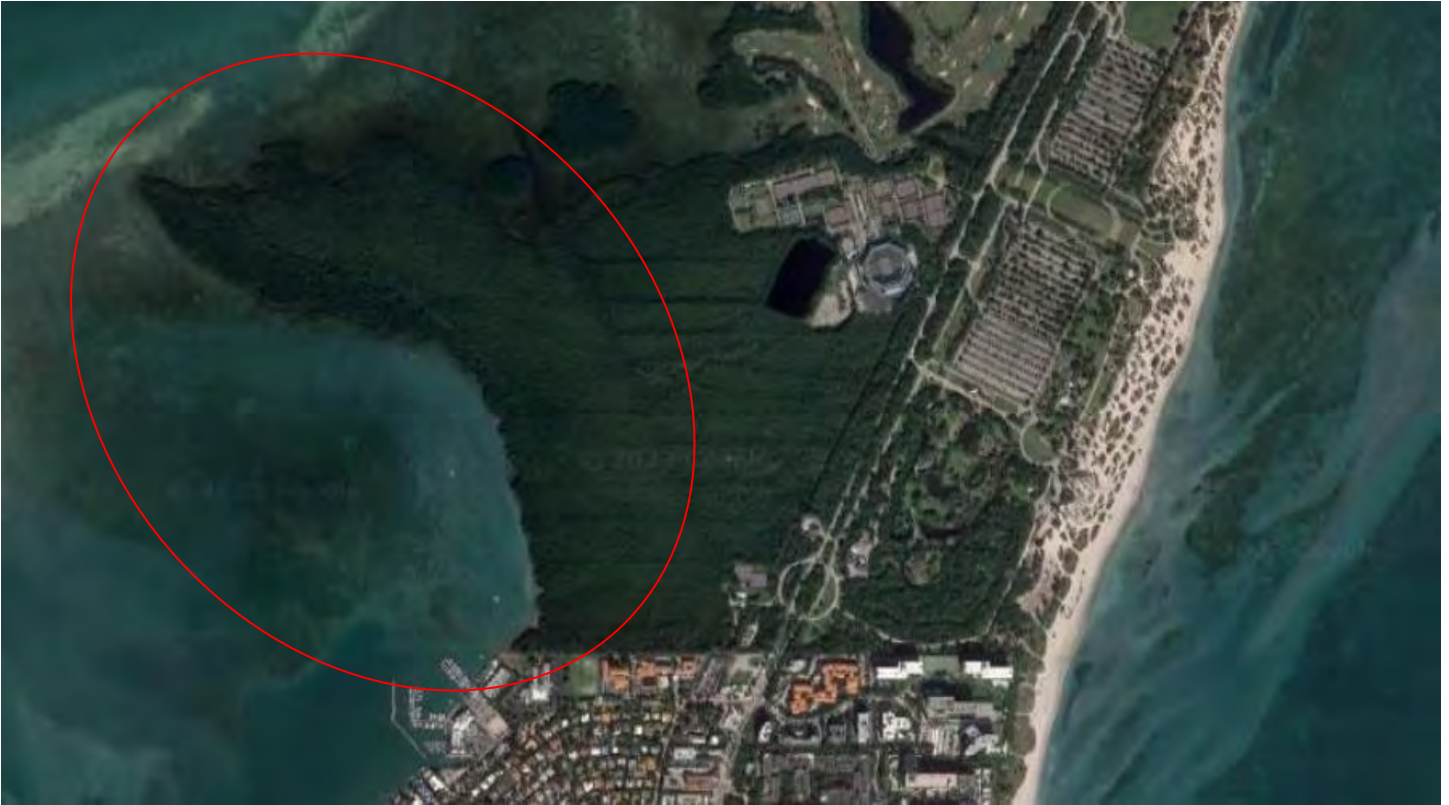
Expense (x40 participants)	Cost per cleanup event	Total cost for 5 events
Reusable Gloves	N/A	\$500.00
Industrial Trash Bags	\$20.00	\$200.00
Trash Pickers	N/A	\$250.00
Reef Safe Sunscreen	N/A	\$200.00
Snacks for Participants	\$50.00	\$500.00
Keepsake Bags	\$400.00	\$2,000.00
Insect Repellent	N/A	\$100.00
Marketing (Newspaper ad)	\$600.00	\$3,000.00
Miscellaneous	\$100.00	\$1,000.00
Event Insurance	N/A	\$1,000.00
TOTAL		\$8,750.00

Clean up areas:

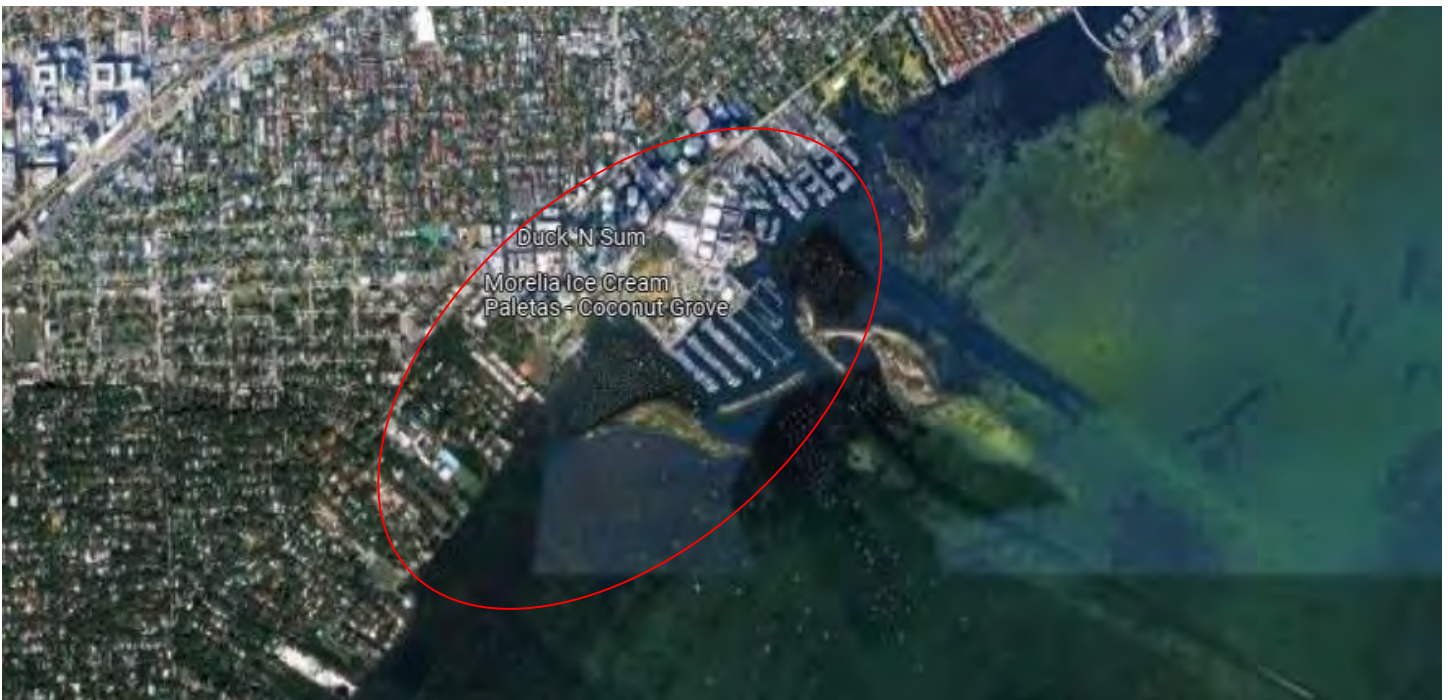
CRANDON PARK



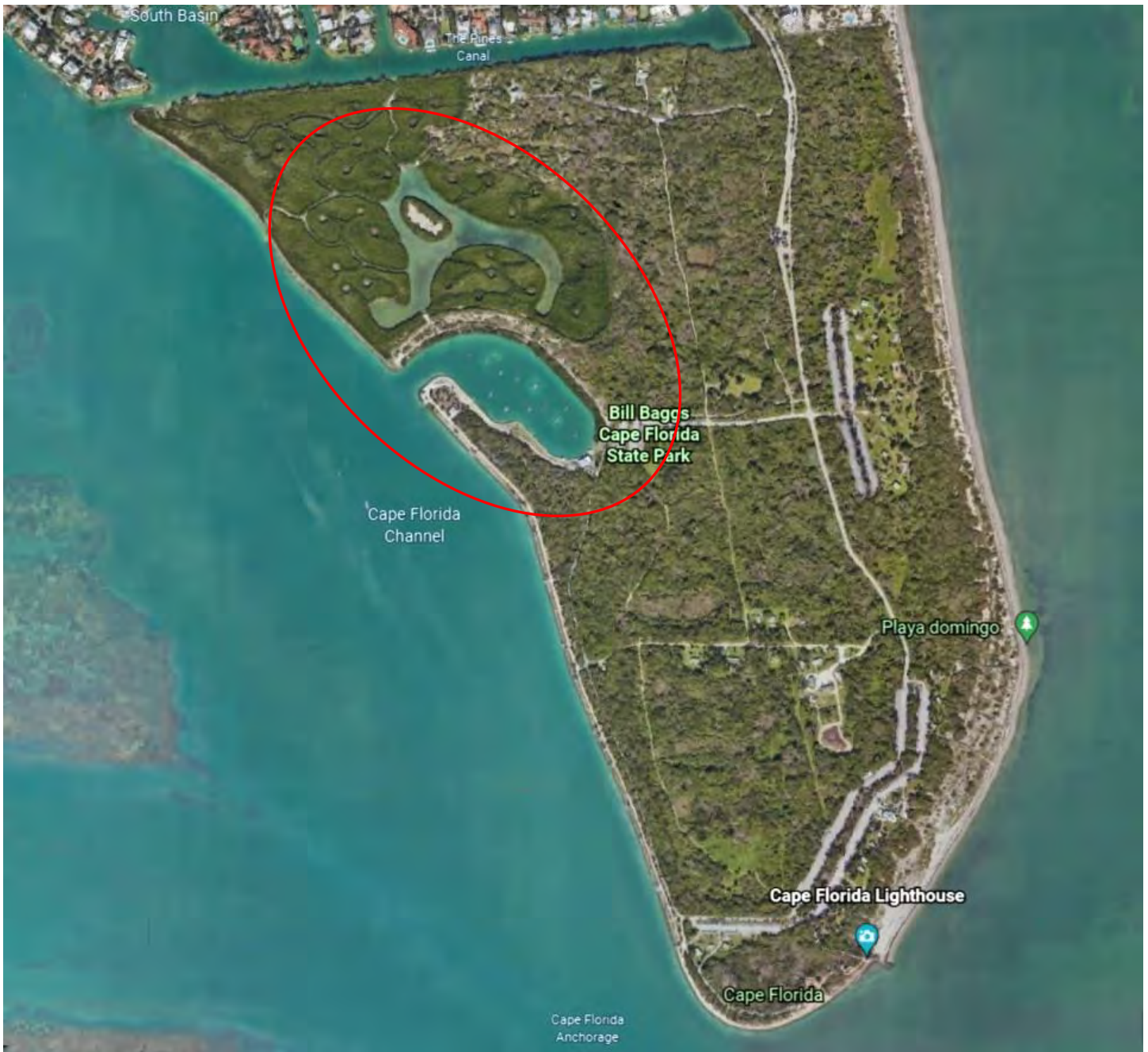
WEST POINT PRESERVE



PEACOCK PARK/THE BARNACLE (This area is particularly bad and may require multiple cleanups)



BILL BAGGS STATE PARK



Possible alternative sites:

- Matheson Hammock
- Crocodile Lake
- Pelican Harbor
- Royal Yacht Harbor (private site)
- Chapman Field
- LaSalle (private site)
- Ransom Everglades

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

Personnel Committee Meeting

8:30 a.m., Friday, December 8, 2023

**Florida Inland Navigation District
600 County Hwy 707, Unit C
Jupiter, FL, 33469-3516**

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

ITEM 1. Call to Order.

Committee Chair Gernert called the meeting to order at 8:30 a.m.

ITEM 2. Roll Call.

Deputy Director Chris Kelley called roll and Commissioners Gernert, Boehning, Williams, Stapleford, and Davenport were present. Mr. Kelley stated that a quorum was present. Also in attendance were Executive Director Mark Crosley, Assistant Executive Director Janet Zimmerman, and Attorney Peter Breton.

ITEM 3. Additions or Deletions.

Ms. Zimmerman noted the addition of Item 5b: Current Executive Director Separation Agreement. Commissioner Williams motioned to approve the agenda as amended. 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. Employment Agreement between FIND Board of Commissioners
and Janet Zimmerman for employment as Executive Director.**

On November 18, 2022, the FIND Board of Commissioners accepted the notice of retirement and transition plan from Executive Director Mark Crosley, with Janet Zimmerman being appointed to assume the position of Executive Director effective upon Mr. Crosley's retirement February 29, 2024. Presented to the Committee for their consideration is an Employment Agreement with Assistant Executive Director Janet Zimmerman for employment as Executive Director effective January 1, 2024.

Employment agreements or professional services agreements have become a common practice with local governments and special districts to best assure an adequate

and efficient provision of services. The agreement provides benefits to both the executive director and the District in having a written contract rather than just an “employee at-will” relationship. Similar Special Districts which currently have employment agreements with their executive directors include Port of Palm Beach, Sebastian Inlet District, and West Coast Inland Navigation District.

Commissioner Davenport noted that he was not in favor of the agreement.

Commissioner Williams was also not in favor and stated he thought there should be a general termination agreement identical to all staff members.

Commissioner Stapleford noted that the Board has had ample time to look the recommendations over and give input to staff and Mr. Breton.

Commissioner Williams stated that 20 weeks of pay after dismissal seems rich and too much and asked that other similar governmental entities such as USACE do in dismissal cases.

Ms. Zimmerman stated that while this is new to the District, other local governments have a standard agreement in place with higher level staff. This agreement was taken directly from the Port of Palm Beach and adjusted to fit the District’s Employee handbook, and she noted that both the Sebastian Inland District and the West Coast Inland Navigation District use similar agreements. She noted that this agreement is meant to limit any future lawsuits and reduce future potential costs to the District.

Commissioner Boehning suggested looking at similar Districts or organizations to keep consistent with what they are using in these scenarios.

Mr. Breton noted that no attorney’s fees were used in preparing this agreement. He advised against having the same agreement for all employees and noted that positions other than the Executive Director should be at will and governed by the terms of the employee handbook. He also noted that the ability to terminate the Executive Director without cause is the main asset of this agreement. This Board could at any time without reason by majority vote, terminate the Executive Director and the only repercussion would be the severance pay in accordance with this contract. There would be no issues of wrongful termination and no perceived discrimination. He suggested considering a less number of weeks of pay, or a sliding scale of payment. He stated that he was advocating for the contract on behalf of the benefit of the District.

Commissioner Davenport motioned to defer the agreement for a year. Commissioner Williams seconded the motion and suggested amending the motion to defer it for three months. Commissioner Davenport agreed to the amendment. Commissioners Davenport, Williams, Boehning and Gernert were in agreement for the motion. Commissioner Stapleford was a nay. The motion passed.

Item 5b-Add. Current Executive Director Retirement Agreement.

At the November 17, 2023, Personnel Committee meeting, the committee expressed a desire to provide outgoing Executive Director Mark Crosley with an incentive to successfully terminate his employment with the Navigation District. Since the initiation of the hiring for a new Assistant Executive Director (AED), and the promotion of the current AED to Executive Director, the Florida Legislature has expanded the Deferred Retirement Option Program (DROP) to a total 96 months, qualifying the current Director additional options under the Florida Retirement System. At the suggestion of the District Attorney, the District could enter into an agreement with the current Director to allow for specific expectations for finalizing his employment, while allowing for a six (6) week severance package.

Commissioner Davenport stated he was very supportive of this.

Commissioner Williams also suggested giving a significant memento.

Commissioner Boehning was also in support.

Mr. Breton noted that the second sentence in section 2 should be deleted.

Mr. Crosley thanked the Board for their comments and support. He noted that the Board and staff did present him with an engraved and framed 1930s welcome pamphlet, which was significant and appreciated.

Commissioner Isiminger noted that he disagreed with the sentiments expressed and that the package is inappropriate for using taxpayers' money post-employment, although Mr. Crosley has done a great job.

Commissioner Gernert also noted that Mr. Crosley has done an amazing job, but he is not in favor of an agreement as the District is a governmental organization and not a private entity.

The Board discussed the DROP Program and Florida statutes regarding separation pay.

Commissioner Sansom stated that he would like the committee to consider the process in which employees enter the DROP Program.

Commissioner Williams motioned to defer the decision on this item for three months, and put it on the agenda each of three months for the full Board to discuss. Commissioner Davenport seconded the motion. All were in favor and the motion was passed unanimously.

ITEM 6. Additional Agenda Items or Staff Comments.

There were none.

ITEM 7. Additional Commissioner Comments.

Commissioner Boehning stated that the employee handbook is outdated and suggested updating it.

Commissioner Gernert noted staff will put it as an agenda item for a future meeting.

Commissioner Gernert stated that there is a difficult reconciliation between the fundamentals of the Board managing a special taxing district of Florida, but it has been done in a professional and amazing way.

ITEM 10. Adjournment.

The meeting was adjourned at 9:31 a.m.

Frank Gernert, Committee Chair

Attest: Buddy Davenport, Secretary

(SEAL)

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting
8:45 a.m., Friday, December 8, 2023
Florida Inland Navigation District Office
600 County Hwy 707, Unit C Jupiter, FL, 33469-3516
(Participation via Communications Media Technology www.aicw.org)**

ITEM 1. Call to Order.

Chair Crowley called the meeting to order at 9:32 a.m.

ITEM 2. Pledge of Allegiance.

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

ITEM 3. Roll Call.

Deputy Director Chris Kelley called the roll and Chair Crowley, Vice Chair Gernert, and Commissioners Boehning, Davenport, Blow, Isiminger, Sansom, Stapleford, and Williams were present. Commissioners O'Steen and Cuzzo were absent. Mr. Kelley 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 USACE, Mr. Jerry Scarborough of Taylor Engineering, and Mr. Gerald Ward of Key West.

ITEM 4. Consent Agenda.

There were no consent agenda items.

ITEM 5. Additions or Deletions.

Ms. Zimmerman noted the addition of Item 11a: Second Amendment to Interlocal Agreement at Dredged Material Management Area (DMMA) V-26, Volusia County, FL.

Commissioner Boehning motioned to approve the agenda with the addition of Item 11a. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. Public Comments.

Mr. Gerald Ward of Key West requested to speak on Item 10 when it arises.

ITEM 7. Board Meeting Minutes.

The minutes for the October and November meetings will be presented at the January meeting.

ITEM 8. Personnel Committee Report.

Commissioner Gernert reviewed the Personnel Committee Report to the full Board. He made a motion that the Employment Agreement for Ms. Zimmerman and the Retirement Agreement for Mr. Crosley be deferred for three months, and the Personnel Committee requested Mr. Crosley's Retirement Agreement be brought for full Board discussion as an agenda item at each meeting in those three months. Commissioner Davenport seconded the motion.

Commissioner Isiminger noted that he appreciated Mr. Breton's comments that the Employment Agreement is designed to protect the Board and noted that the provision on termination without cause that includes indemnification of the Board is an important detail Mr. Breton discussed.

Commissioner Blow noted that he agreed with statements from Mr. Breton as far as the advantage provided to the District in that it prevents any litigation going forward. He also suggested considering a sliding scale severance payment option.

Commissioner Sansom stated that the motion is out of order and not appropriate.

Chair Crowley noted that matters like this would be better to be born from the committee's work and suggestion. In the future, the Board should strive to make sure that items to be discussed from a policy perspective should be done on the committee level first. He also noted that compensation levels and salary should not be in an employment agreement or severance package as the Board has been deliberate and intentional about setting salaries. He noted the Board is lucky to have dedicated and competent staff capable of serving the District, and that staff is needed to do the work of the Board. He noted he was willing as Chair to defend what the Board has done in terms of salary limits and justify why. He also stated that it is important in regard to an employment agreement that the Board tries to separate personalities from the discussion and look at it as a systematic discussion of how the Board operates in the future.

All were in favor of the original motion and the motion passed unanimously.

ITEM 9. Staff Report on Broward County Area Status and Projects.

Ms. Zimmerman reviewed the staff report on Broward County Area Status and Projects beginning on page 3 of the agenda.

ITEM 10. Comments and Project Status from the U.S. Army Corps of Engineers.

Mr. Eduardo Marin, USACE Project Manager, stated that DMMA O-23 is fiscally closed out and USACE is submitting the as-built drawings to DEP as part of the certification project next week.

IWW Volusia is still ongoing, and the team is working on design and planning specifications.

For AIWW Sawpit, USACE received the permit, have the land certification, and are on track for NEPA analysis. He noted that award and advertising are on track.

For IWW Matanzas, the contractor had major mechanical issues but is now running and should finish at the end of January or early February. The permit modification was submitted to allow additional dredging material.

For IWW Crossroads and IWW vicinity of Jupiter Inlet, the Murden was scheduled to mobilize next week but has not received Coast Guard certification. The new date is December 27, with about 12 days' worth of work, to be completed mid-January.

For Reach 1 in Nassau County, the current funding USACE is receiving is being used to plan the event, and work plan money will allow to award the contract in February or March 2024.

Mr. Jerry Scarborough asked if the Regional General Permit will be issued at the end of this month. Mr. Marin said yes, and he will check with Regulatory right away.

Mr. Gerald Ward of Key West discussed the Okeechobee Waterway and stated that he hopes the Board will make it a priority of getting the USACE under contract to fully function for the District and would like to see a deadline to get this paperwork process complete.

ITEM 11a. Second Amendment to Interlocal Agreement at Dredged Material Management Area (DMMA) V-26, Volusia County, FL.

In December of 2022, the Board approved an Interlocal Agreement between the District and Volusia County. This agreement allowed the County to remove up to 196,000 cubic yards of material, from Dredged Material Management Area (DMMA) V-26, for use in their ongoing beach nourishment efforts. The original term of the lease is set to expire

at the end of the month. The County has requested additional time to finish offloading and transporting material from the DMMA V-26 to the beach. Staff recommends the term of the agreement be extended one (1) year with a new expiration date of December 27, 2024.

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

ITEM 11. Additional Staff Comments and Additional Agenda Items.

Ms. Zimmerman noted that dates recommended for a visit to Washington, D.C., are March 5-8 or March 19-21.

She also congratulated the Board for sponsoring many holiday boat parades throughout the District.

Mr. Kelley noted that the WAP application period is opening January 3, and he will send an email to Commissioners when the application is published online.

Commissioner Blow asked when the deadline is for the WAP application. Ms. Zimmerman stated it will be towards the end of March and will have an official date shortly.

ITEM 12. Additional Commissioner Comments.

Chair Crowley suggested raising the limit of sponsorship money for the holiday boat parade sponsorships. The Board also discussed who is eligible to receive the sponsorship funds.

Commissioner Blow stated he was looking forward to everyone in St. Augustine next month.

Ms. Zimmerman noted the Outreach will be January 18, and the Board meeting January 19. She noted that the hotel is a brand-new hotel in Vilano Beach.

Commissioner Davenport stated it was a good Personnel Committee meeting led by Commissioner Gernert with great discussions. He also noted it was great to have Commissioner Sansom back.

Commissioner Isiminger stated it was a good Board and Personnel meeting and that he is happy to meet in person next month.

Commissioner Boehning stated the Board is a remarkable group and it is great to be part of it, and that he's hoping to make the next meeting in person and possibly the trip to D.C.

Commissioner Sansom noted he was looking forward to the next meeting, and congratulated Chair Crowley on the appointment to Vice Chair of the Oceans Alliance.

Chair Spencer stated it has been a great privilege to serve as Chair of this Board this past year, and the Board has done a lot of good things and great work in the District. He stated the Board has been thoughtful in staff selection and assignments and responsibilities, and the discussions this morning should be viewed as an opportunity as to how the Board will survive and thrive going forward.

ITEM 13. Adjournment.

Chair Crowley stated that hearing no further business, the meeting was adjourned at 10:47 a.m.

Spencer Crowley, Chair

Attest
(SEAL)

Buddy Davenport, Secretary

February 2024

A Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Indian River County was completed in 1997. Phase II of the DMMP was completed in 2002 and all major land acquisitions were completed in 2002. An update of the plan was provided in 2021.

The latest 50-year dredging projection for the three reaches in twenty-four (24) miles of channel in Indian River County is approximately 268,016 cu/yds, and the storage projection is 614,934 cu/yds, a slight decrease from earlier estimates. *(Please see the attached location maps).*

Waterway Dredging

Dredging of IR Reach I was completed in 2015. The USACE contractor (Cavache, Inc.) successfully dredged approximately 302,740 cu/yds. of material from the Intracoastal Waterway (IWW) channel. Since this area had not been dredged for many years, a significant amount of rock and miscellaneous debris (anchors, crab traps, lines, cables, etc.) was also removed from the waterway. The dredged material was placed in Dredged Material Management Area (DMMA) IR-2. The debris was hauled away.

Dredged Material Management Area Development

Three upland sites were purchased for Indian River County for dredged material management. The construction of DMMA IR-2 was completed by the USACE with Navigation District funding in 2012. Approximately every two years the site receives herbicide treatment for exotic vegetation, mostly in the perimeter ditch. DMMA IR-7A is cleared and an abandoned house was removed in 2020. DMMA IR-14 has been cleared and is undergoing permitting and design for construction. It is necessary to relocate an existing Florida Department of Transportation (FDOT) drainage ditch currently situated in the middle of the cleared site prior to construction. Negotiations with FDOT are ongoing. *(Please see the attached maps).*

Waterways Economic Study

The Indian River County Waterways Economic Study was completed in 2000 and updated in 2011, 2018 and 2022. The latest update estimates the waterway generates over \$649 million in annual economic impact for IRC, with \$368 million derived from boating-related tourism, \$119 million in direct boater spending and over \$171 million in additional property taxes. There has been an increase of approximately 5,300 waterway-related jobs in IRC since the 2018 study. There are over 10,800 registered vessels in Indian River County. *(Please see the attached economic summary for Indian River County).*

Waterways Assistance Program

Since 1986, the District has provided \$7.3 million in Waterways Assistance Program (WAP) funding to 79 projects in the County, having a total constructed value of approximately \$24.6 million. The County, the City of Vero Beach, the City of Sebastian, the South Indian River Fire District and the Sebastian Inlet Tax District have participated in the program.

Notable projects funded include: The Environmental Learning Center dock, the Vero Beach Municipal Marina and Anchorage, Royal Palm Point Park, Wabasso Causeway Park and Boat Ramps, Jungle

INDIAN RIVER COUNTY PROJECT STATUS UPDATE**February 2024**

Trail Shoreline Stabilization, and the ICW/Sebastian Inlet Connection Channel. *(Please see the attached list and map).*

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for 32 projects with elements in Indian River County totaling \$1.9 million in District assistance for approximately \$21.1 million worth of constructed projects. These projects include: Florida Marine Patrol Officer Funding; Sebastian Inlet State Park Boat Ramp Dredging; Sebastian Inlet State Park Environmental Enhancements; Manatee Viewing Piers and Canoe Docks at the Sebastian River Buffer Preserve; Sebastian River Muck Removal; and the Indian River Lagoon Boaters Guide.

Interlocal Agreement Program

The District's Interlocal Agreement Program has provided funding assistance for 5 projects with elements in Indian River County: the Clean Marina Program; the Clean Vessel Act; and Spoil Island Restoration Projects. The District's funding assistance for the Indian River County portion of these projects was approximately \$98,500.

Waterway Clean Up Program

The District has partnered with Keep Indian River Beautiful, Inc. for 18 years and the Marine Industry Association of the Treasure Coast for numerous years on successful waterway clean-up projects in Indian River County.

Small-Scale Derelict Vessel Removal Program

The District has assisted with the removal of four vessels in Indian River County through the Small-Scale Derelict Vessel Removal Program. In addition, the District funded an emergency derelict vessel removal in IRC in 2007.

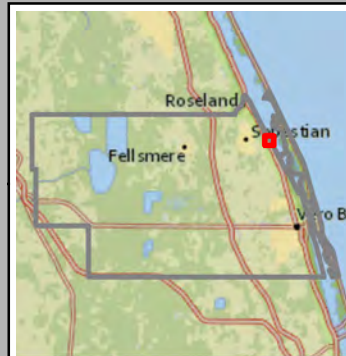
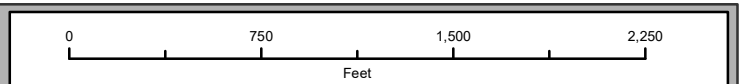
Small-Scale Spoil Island Enhancement and Restoration Program

Spoil Islands IR-36, IR-10, Boat Club Island (IR-25) and Prange Conservation Islands have been improved through the Small-Scale Spoil Island Enhancement and Restoration Program projects. Funding assistance has been provided to FDEP for a new boat motor to transport volunteers to spoil island restoration projects. These cooperative projects were accomplished with FDEP and the County and totaled \$63,000 in District funding.





Site	IR-2
Common Name	Duck Point
County/City	Indian River/Unincorporated
Geographic Proximity	East of Sebastian
Acquisition Dates	8/3/2000
Status	Constructed
Year Constructed	2012
Reach/Cuts	IR-1 / IR-1 to IR-6
Site Acres	179.5
Basin Acres	46.8
Design Capacity (cy)	460,284



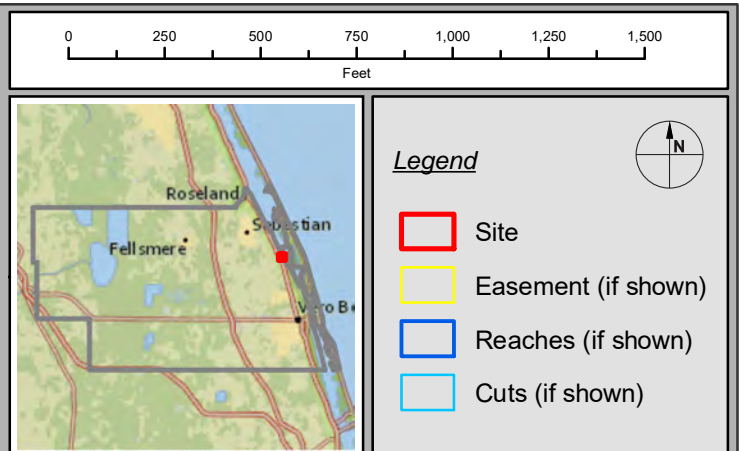
Legend

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



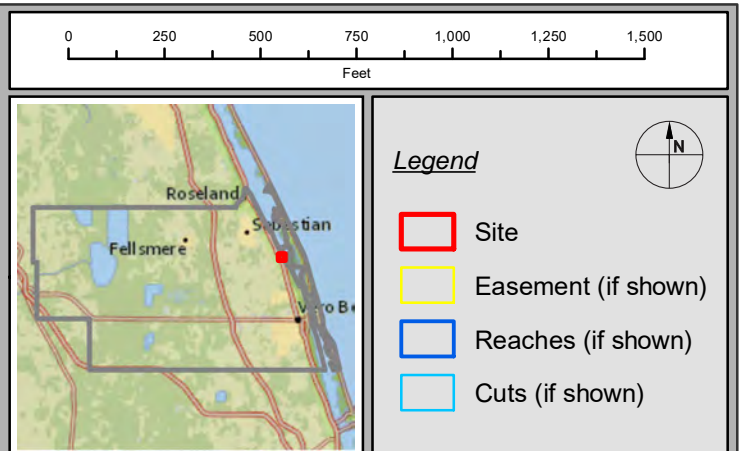


Site	IR-7A
Common Name	Wabasso
County/City	Indian River/Unincorporated
Geographic Proximity	South of Wabasso
Acquisition Dates	7/3/1996
Status	Property Acquired
Year Constructed	N/A
Reach/Cuts	IR-II / IR-6 to IR-24
Site Acres	43.8
Basin Acres	11.52
Design Capacity (cy)	68,742



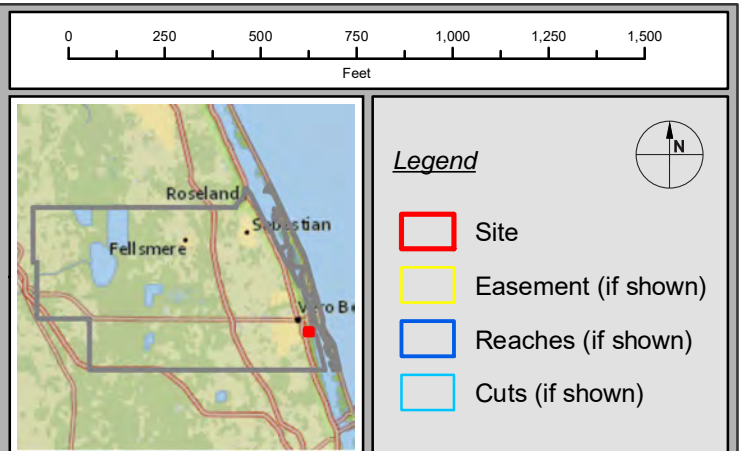


Site	IR-7A
Common Name	Wabasso
County/City	Indian River/Unincorporated
Geographic Proximity	South of Wabasso
Acquisition Dates	7/3/1996
Status	Property Acquired
Year Constructed	N/A
Reach/Cuts	IR-II / IR-6 to IR-24
Site Acres	44
Basin Acres	11.52
Design Capacity (cy)	68,742





Site	IR-14
Common Name	Indian River Blvd Site
County/City	Indian River/Unincorporated
Geographic Proximity	South of Vero Beach
Acquisition Dates	8/13/1999, 6/10/1999, 8/30/2000
Status	Property Acquired
Year Constructed	N/A
Reach/Cuts	IR-III / IR-24 to IR-35
Site Acres	53.4
Basin Acres	15.54
Design Capacity (cy)	178,051





ECONOMIC BENEFITS⁵⁴ OF THE DISTRICT WATERWAYS

Indian River County, 2022

TOTAL ANNUAL ECONOMIC IMPACT \$649M

**TOURISM SPENDING
\$368 Million**

generated
annually from
123,000
visitors



**BOATER SPENDING
\$109 Million**

local boater spending
from Registered Vessels

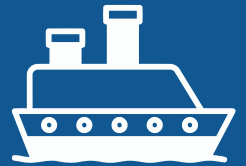


**ANNUAL
PROPERTY VALUE
\$171 Million**

portion of property
market values
attributed to
ICW proximity



The Atlantic Intracoastal Waterway extends 23 miles in Indian River County, entering at mile 914 in Sebastian Inlet and ending at mile marker 959 when it enters St. Lucie County. Sebastian Inlet is the only access point for boaters in Indian River County to reach the Atlantic Ocean.



**Indian River County's
Waterways currently
support 5,300 jobs
countywide**



FIND INVESTMENT

in the ICW of **\$9 Million** annually

protects annual
economic impact of

\$649 Million



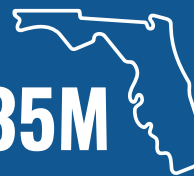
ANNUAL TAX BENEFITS

\$45M



**FEDERAL
TAX REVENUE**

\$35M



**STATE AND LOCAL
TAX REVENUES**



**Registered vessels
utilizing the ICW**

7,074



Pleasure boating	3,698
Fishing	2,411
Sailing & other activities	643
Watersports	322



Economic Benefits of the District Waterways, 2022



The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Intracoastal Waterway (ICW) in Indian River County. Over \$9 million has been invested in the past 34 years for navigation and other access projects. These investments and the Waterways itself generate significant economic impact throughout Indian River County and wider region.

Economic modeling techniques were used to estimate the value created by District Waterways. To find the share of property value that is attributable solely to the proximity to the ICW, hedonic price modeling was used. Hedonic modeling shows that proximity to the Intracoastal Waterway adds value to homes within 1500m of District Waterways in Indian River County. In total, the proximity to District Waterways makes up about \$2.85 Billion, or 8%, of the \$37.5 Billion in property values across Indian River County. The ICW and its connecting navigable tributaries and canals makes up about \$171 million in annualized economic property impacts in Indian River County.

Portion of Property Value Attributable to ICW Proximity

Property Type	Premium % of Sales Price	Total Waterway Amenity Value
Waterfront	32%	\$1.49B
Canal/river access to Waterways	35%	\$255M
Non-waterfront to 500m	8% - 10%	\$680M
500m - 1500m from Waterway	2% - 8%	\$424M
Total		\$2.85B



ECONOMIC BENEFITS⁵⁶ OF THE DISTRICT WATERWAYS

Districtwide, 2022

TOTAL ANNUAL ECONOMIC IMPACT **\$21.6B**

TOURISM SPENDING

\$16 Billion

generated
annually from
5 million
visitors



BOATER SPENDING

\$2.6 Billion

local boater spending
from Registered Vessels



PROPERTY SALES VALUE

\$5.6 Billion

portion of property
sales values
attributed to
ICW proximity



The Intracoastal and Okeechobee Waterways are critical to commerce throughout the state of Florida, supporting the mega-yacht industries, boat building, and shipping activities via Ports



The District's
Waterways currently
supports 236,576 jobs
districtwide



FIND INVESTMENT
in the ICW of **\$15.8 Million**
avoids lost revenue of
\$1.2 Billion and
7,300 jobs



ANNUAL TAX BENEFITS

\$2.3B



FEDERAL TAX REVENUE

\$1.6B



STATE AND LOCAL TAX REVENUES



Registered vessels
utilizing the ICW
216,072



Pleasure boating	115,853
Fishing	65,561
Sailing & other activities	18,481
Watersports	16,177



Economic Benefits of the District Waterways, 2022



The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Atlantic Intracoastal Waterway (AIWW), Intracoastal Waterway (IWW) and the Okeechobee Waterway (OWW), or collectively 'Waterways'. Nearly \$168 million has been invested in the past 10 years. These investments and the Waterways itself generate significant economic impact throughout the twelve-county region and beyond.

Economic modeling techniques were used to estimate the value created by District Waterways. To find the share of property value that is attributable solely to the proximity to the AIWW, IWW, and OWW, hedonic modeling was used. Hedonic modeling across the twelve-county region showed that proximity to the Intracoastal Waterway adds value to homes within 1500m of District Waterways. In total, the proximity to District Waterways makes up about \$92.9 Billion, or 5%, of the \$1.9 trillion in property values across the twelve-county region. Annualized, the AIWW, IWW, and OWW makes up about \$5.6 billion in actual sales value yearly.

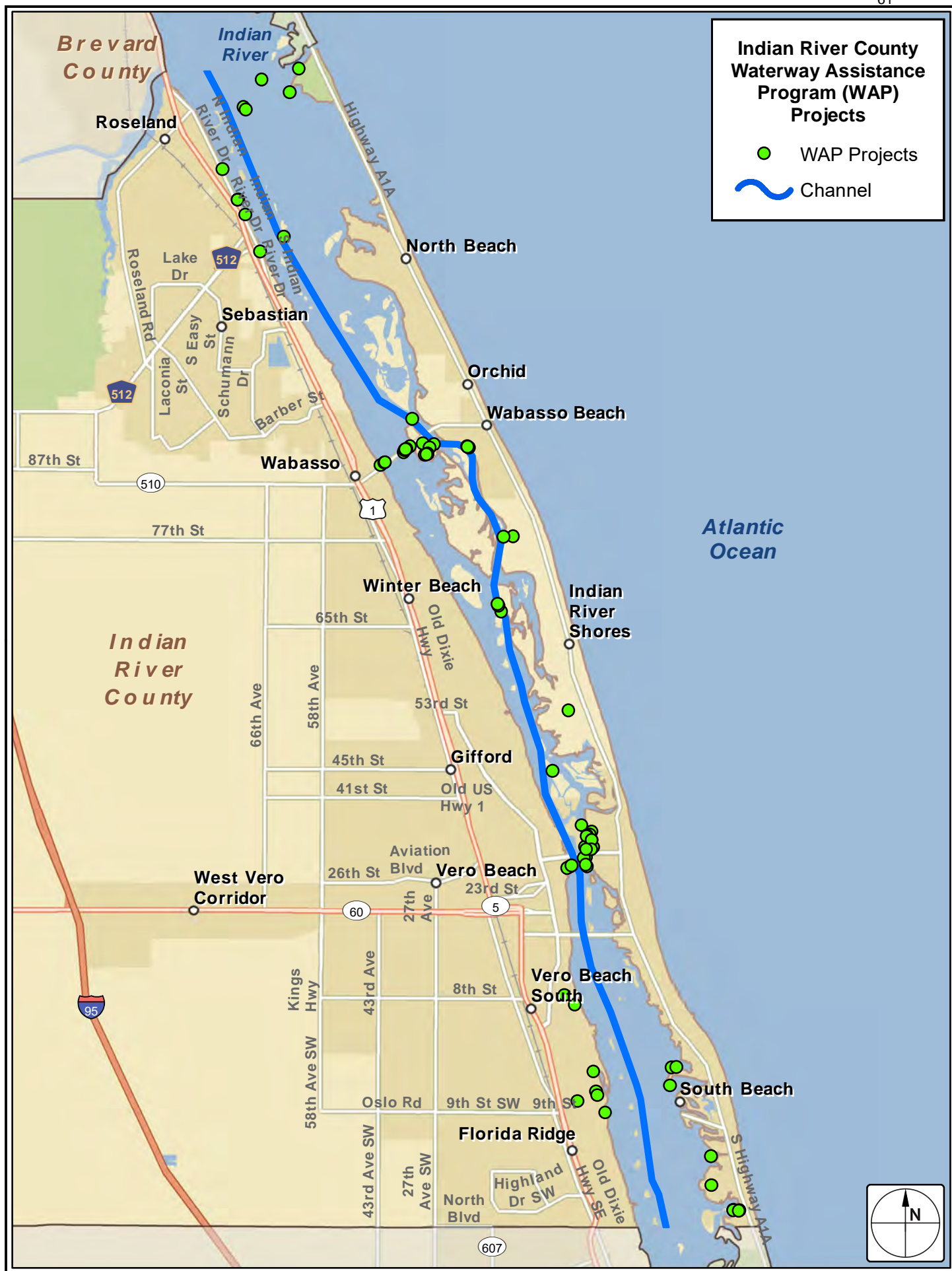
Portion of Property Value Attributable to IWW & OWW Proximity

Property Type	Premium % of Sales Price	Total Waterway Amenity Value
Waterfront	39%	\$34.0B
Canal/river access to Waterways	33%	\$19.8B
Non-waterfront to 500m	18% - 30%	\$18.0B
500m - 1500m from Waterway	3% - 15%	\$21.1B
Total		\$92.9B

Project Number	Project Name	Project Sponsor	Grant Amount	Total Cost
IR-00-31	Jungle Trail Shoreline Stabilization - Phase I	Indian River County	\$13,000.00	\$26,000.00
IR-01-32	Law Enforcement Patrol & Rescue Vessel	Indian River County	\$34,478.00	\$68,956.00
IR-03-36	Jungle Trail Shoreline Stabilization - Phase I I	Indian River County	\$76,300.00	\$152,600.00
IR-03-37	Patrol & Rescue Vessel Engine Replacement	Indian River County Sheriff's Office	\$6,233.00	\$12,467.00
IR-05-39	Jungle Trail Shoreline Stabilization - Phase I I - A	Indian River County	\$73,700.00	\$147,400.00
IR-07-40ER	Derelict Vessel Removal - Indian River County Waterways	Indian River County	\$25,000.00	\$50,000.00
IR-08-42	Oslo Road Public Boat Ramp	Indian River County	\$87,500.00	\$175,000.00
IR-09-44	E.L.C. - Education Exhibits, Aquaria & Signage	Indian River County	\$175,000.00	\$350,000.00
IR-1	Joe S. Earman Island Park	Indian River County	\$21,320.00	\$42,640.00
IR-10-47	Lagoon Greenway	Indian River County	\$17,845.00	\$35,690.00
IR-12-53	Lagoon Greenway - Phase B-2	Indian River County	\$156,000.00	\$312,000.00
IR-13-55	Jones' Pier Waterfront Improvements	Indian River County	\$15,000.00	\$30,000.00
IR-14-57	Head Island Improvements	Indian River County	\$35,750.00	\$143,000.00
IR-15-61	Round Island Riverside Park Improvements	Indian River County	\$90,000.00	\$278,000.00
IR-15-62	Archie Smith Fish House Phase IIA Restoration	Indian River County	\$100,000.00	\$200,000.00
IR-18-67	Jones' Pier Conservation Area Improvements (18-22)	Indian River County	\$130,000.00	\$260,000.00
IR-18-68	Oyster Bar Marsh Trail (2018-2022)	Indian River County	\$120,000.00	\$281,700.00
IR-20-69	Jones' Pier Museum and Education Exhibits (23-24)	Indian River County	\$84,000.00	\$234,000.00
IR-21-71	Environmental Learning Center Dock Replacement	Indian River County	\$100,000.00	\$200,000.00
IR-23-76	IRC Sheriff's Office Vessel	Indian River County	\$100,000.00	\$200,000.00
IR-23-77	Environmental Learning Center Dock Replacement Part 2	Indian River County	\$50,000.00	\$100,000.00
IR-88-3	Wabasso Causeway Park Improvements	Indian River County	\$100,000.00	\$250,000.00
IR-88-4	Wabasso Causeway Dredging	Indian River County	\$40,000.00	\$80,000.00
IR-90-7	Environmental Learning Center	Indian River County	\$175,000.00	\$175,000.00
IR-91-9	Round Island Park Improvements	Indian River County	\$130,000.00	\$300,000.00
IR-92-11	Environmental Learning Center	Indian River County	\$30,000.00	\$60,000.00
IR-93-12	Environmental Learning Center	Indian River County	\$30,000.00	\$60,000.00
IR-93-14	Dev Of Educ Opp& Res Pot. For Oslo Riverfront- Phase I	Indian River County	\$3,650.00	\$7,300.00
IR-94-15	Environmental Learning Center	Indian River County	\$73,926.00	\$273,510.00
IR-94-16	Round Island Park - Phase I I	Indian River County	\$57,650.00	\$112,100.00
IR-94-17	Pelican Island Nat'l Wildlife Refuge Sign & Brochure	Indian River County	\$11,500.00	\$17,000.00
IR-95-18	Intracoastal Waterway Waterfront Improvements	Indian River County	\$17,265.00	\$17,265.00
IR-95-19	Oslo Riverfront Conservation Area - Phase I I	Indian River County	\$90,600.00	\$192,100.00
IR-96-20	Environmental Learning Center Computers & Lighting	Indian River County	\$43,933.00	\$43,933.00
IR-98-24	Wabasso Causeway Park Improvements	Indian River County	\$22,000.00	\$45,020.00

IR-99-26	Wabasso Causeway Park Improvements - Phase I I	Indian River County	\$120,000.00	\$527,067.00
IR-99-27	Navigation Channel Dredging	Indian River County	\$30,000.00	\$50,000.00
IR-99-28	Marine Enforcement Program	Indian River County Sheriff's Office	\$28,000.00	\$37,334.00
IR-FD-88-5	Fire Rescue Equipment and Fire Rescue Boat	South Indian River Fire District	\$11,100.00	\$25,000.00
IR-FD-88-6	Fire Rescue Boat Dock	South Indian River Co. Fire District	\$7,000.00	\$15,550.00
IR-IRS-00-30	Waterway Boating Safety Program	Indian River Shores Public Safety	\$41,016.00	\$54,690.00
IR-IRS-16-61	Law Enforcement and Fire Suppression Patrol Boat	Town of Indian River Shores	\$60,000.00	\$120,000.00
IR-SE-00-29	Sebastian Indian River Waterway Enhancement - Phase A	City Of Sebastian	\$170,000.00	\$425,000.00
IR-SE-02-34	Waterway Boating Safety Program	City Of Sebastian	\$25,000.00	\$50,000.00
IR-SE-07-41	Main Street Boat Ramp Trailer Parking Acquisition	City Of Sebastian	\$487,532.00	\$1,527,357.00
IR-SE-13-54	Sebastian Working Waterfront	City Of Sebastian	\$157,350.00	\$314,700.00
IR-SE-15-58	Working Waterfront Park - Phase 2A	City of Sebastian	\$88,551.00	\$177,102.00
IR-SE-18-66	Working Waterfront Shoreline Protection&Parking, PH III	City of Sebastian	\$170,000.00	\$400,000.00
IR-SE-23-74	North County Marine Law Enforcement Facility Dock	City of Sebastian	\$50,000.00	\$100,000.00
IR-SE-23-75	Working Waterfront Extension Phase I	City of Sebastian	\$60,000.00	\$120,000.00
IR-SE-98-23	Main Street Dock & Boat Ramp Repairs	City Of Sebastian	\$62,000.00	\$125,000.00
IR-SI-02-35	Channel Extension To I.C.W. - Phase I (Expired)	Sebastian Inlet Tax District	\$63,121.00	\$179,384.00
IR-SI-10-48	Coconut Point Shoreline Stabilization - Phase I	Sebastian Inlet District	\$36,000.00	\$72,000.00
IR-SI-10-49	Sebastian Inlet Multi- User Pier	Sebastian Inlet District	\$136,750.00	\$273,500.00
IR-SI-92-10	Link Sebastian Inlet Navigation Channel to ICW	Sebastian Inlet Tax District	\$156,000.00	\$236,000.00
IR-VB-01-33	Vero Beach Marina Improvements	City Of Vero Beach	\$100,000.00	\$200,000.00
IR-VB-03-38	Vero Beach Marina South Dock Improvements	City Of Vero Beach	\$49,000.00	\$98,000.00
IR-VB-08-43	City Marina South Complex	City Of Vero Beach	\$378,075.00	\$756,150.00
IR-VB-09-45	City Marina Dry Storage Re-rack (Terminated)	City Of Vero Beach	\$41,000.00	\$82,000.00
IR-VB-09-46	City Marina South Complex - Part 2	City Of Vero Beach	\$207,935.00	\$4,600,000.00
IR-VB-10-50	Mac William Park Boat Ramps Reconstruction - Phase I	City Of Vero Beach	\$15,000.00	\$30,000.00
IR-VB-10-51	City Marina South Complex - Part 3	City Of Vero Beach	\$172,790.00	\$3,622,790.00
IR-VB-11-52	Mac William Park Boat Ramp Reconstruction	City Of Vero Beach	\$175,000.00	\$350,000.00
IR-VB-14-56	Restrooms for MacWilliam Park - Phase I	City of Vero Beach	\$7,500.00	\$15,000.00
IR-VB-15-59	Fishing Pier at Riverside Park - Phase I	City of Vero Beach	\$12,500.00	\$25,000.00
IR-VB-15-60	Restroom at MacWilliam Boat Ramps	City of Vero Beach	\$62,500.00	\$125,000.00
IR-VB-17-62	Fishing Pier at Riverside Park - PH II	City of Vero Beach	\$110,000.00	\$220,000.00
IR-VB-17-63	City Marina Center Dock Improvements (Expired)	City of Vero Beach	\$60,000.00	\$120,000.00
IR-VB-17-64	City Marina Mooring Field Expansion PH I (Expired)	City of Vero Beach	\$50,000.00	\$100,000.00
IR-VB-17-65	City Marina Small Floating Docks (Expired)	City of Vero Beach	\$12,500.00	\$25,000.00
IR-VB-20-70	Municipal Marina Master Plan, Phase I	City of Vero Beach	\$350,750.00	\$828,000.00
IR-VB-21-72	Municipal Marina South Complex Rebuild	City of Vero Beach	\$381,000.00	\$762,000.00

IR-VB-22-73	Municipal Marina South Complex Rebuild part 2	City of Vero Beach	\$574,000.00	\$1,627,500.00
IR-VB-87-2	Moorings & Navigational Aids	City of Vero Beach	\$20,641.50	\$41,283.00
IR-VB-91-8	Municipal Marina	City Of Vero Beach	\$30,000.00	\$249,650.00
IR-VB-93-13	Law Enforcement Patrol/ Rescue Boat	City Of Vero Beach	\$16,280.00	\$57,220.00
IR-VB-97-21	Royal Palm Pointe Project	City Of Vero Beach	\$50,000.00	\$100,000.00
IR-VB-98-22	Royal Palm Pointe Project - Phase I I	City Of Vero Beach	\$145,000.00	\$700,000.00
IR-VB-99-25	Vero Beach Marina Improvements - Phase I	City Of Vero Beach	\$53,000.00	\$150,000.00
		TOTALS	\$7,370,541.50	\$24,646,958.00





**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
February 16, 2024**



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 20A |
| • NEPA/ERP complete | 20 Apr 21A |
| • BCOE Certification complete | 20 Apr 21A |
| • Re Advertised | 20 Jul 21 A |
| • Open Bids | 19 Aug 21A |
| • Award | 17 Sept 21A |
| • Construction Complete | 30 Aug 23A |

FIND WORK ORDER: FIND work order for construction was approved at the Sept 20 FIND Board meeting.

NAME OF CONTRACTOR: Contract was awarded on 17 Sept 21 to Dickerson Florida, Inc out of Fort Pierce, FL in the amount of \$4,173,500.00.

STATUS: Project is physically complete as of 31 Aug 23. Project is now fiscally closed. As-built drawings were sent to FDEP on 12 Dec 23 which changes the DMMA status to operational. DMMA O-23 officially transferred back to FIND on 13 Dec 2023 with final payment made on 14 Dec 23.

FDEP provided an RAI on the as-built certification on 5 Jan 24. Taylor Engineering provided response on 9 Jan 24. Waiting on FDEP to official accept response and confirm conversion of the site to operational.

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



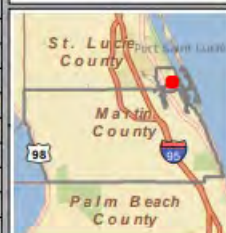
**US Army Corps
of Engineers**®
Jacksonville District

IWW STATUS UPDATE FIND Board of Commissioners Meeting February 16, 2024



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

0 200 400 600 800 1,000 1,200
Feet



Legend

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





**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
February 16, 2024**



2. 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 on the beach north of the Ponce Inlet. This effort will be consolidated with Ponce Inlet O&M dredging as was done in the 2017/2018 event.

SCHEDULE (DRAFT):

- | | |
|---------------------------|------------|
| • P&S Kick off | 27 Apr 22A |
| • BCOE Certification | 30 Apr 24 |
| • Advertise | 30 May 24 |
| • Award | 27 Aug 24 |
| • NTP | 17 Sep 24 |
| • Construction Completion | 30 May 25 |

FIND WORK ORDER: Requesting to approve Work Order 63-2024-02.

STATUS: P&S development is ongoing. The team is updating the FDEP permit modification application that includes the stockpile and north nearshore options. As of 29 Jan 24, Volusia County had 6 parcels remaining to acquire temporary construction easement for the stockpile disposal.

ACTION: Approve the work order.



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

FLORIDA INLAND NAVIGATION DISTRICT INTRACOASTAL WATERWAY WORK ORDER No. 62-2024-02



In accordance with the Memorandum of Agreement (MOA) between the Department of the Army and the Florida Inland Navigation District (FIND) for acceptance of contributed funds for the Atlantic Intracoastal Waterway (AIWW), entered into on September 3, 1997, as amended on October 22, 2001, by amendment number 1, work order number 62-2024-01 is described per the following requirements:

1. Project Name: Maintenance Dredging, IWW Volusia 12-foot project, Vicinity of Ponce De Leon Inlet.

2. Detailed Scope of Work: The United States Army Corps of Engineers (Corps) will be performing operation and maintenance (O&M) dredging along the IWW Volusia near the vicinity of Ponce De Leon Inlet. Dredging material will be placed on the beach north of Ponce Inlet.

3. Tentative Schedule:

FIND Board Approves Work Order 62-2024-02
Advertise
Award

16 February 2024
30 May 2024
27 Aug 2024

4. Funding arrangements providing for funding of obligation: Contributed funds must be received in accordance with the MOA, as amended, prior to awarding the contract modification.

5. The amount of funds required and available to accomplish the scope of work: Based on the current level working estimate, it is anticipated that \$X,XXX,XXX of Contributed Funds will be needed to implement this O&M project. Should there be any excess funds after completion of the contract, the Corps will reimburse excess funds pursuant to the MOA.

6. Identification of individual project managers: FIND's project manager is Mark Crosley, 561-627-3386. The Corps' project manager is Eduardo Marin, 904-635-0665.

7. Types and frequency of reports: Monthly construction progress reports will be provided. Copies of all pay estimates will be provided as they are finalized. The Corps will also provide quarterly accountings in accordance with the MOA.

8. Identification of which party is responsible for contract administration, records maintenance, and contract audits: Corps' North Florida Resident Office.

9. Procedures for amending or modifying the work order: This work order can be amended or modified in writing with mutual consent of both parties.

10. Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services for this work order: None

THE DEPARTMENT OF THE ARMY

FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____

BY: _____

James L. Booth
Colonel, U.S. Army
District Engineer

Thomas Spencer Crowley, III
Chair, Florida Inland Navigation District

DATE: _____

DATE: _____



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IWW STATUS UPDATE FIND Board of Commissioners Meeting February 16, 2024





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3. 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. Anticipated dredge volume is 400k-600k cy. 95% of the dredged 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 31 Jan 24 |
| • Advertise | 18 Jul 23 29 Feb 24 |
| • Bid Opening | 29 Mar 24 |
| • Award | 25 Sep 23 16 May 24 |
| • Construction Completion | 26 Dec 24 |

FIND WORK ORDER: Work Orders 61-2023-05 and 62-2024-01 AIWW Sawpit approved. Corps signed and returned Work Orders to FIND on 22 Jan 24.

NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off on 26 Apr 22. Real Estate Use Agreement between FIND, USACE and the State Park for placement is complete. Received FDEP permit on 18 Oct 23. On track for 29 February 24 advertisement.

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



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4. WORK ACTIVITY: IWW Matanzas

CONTRACT AMOUNT: \$5,902,465.85

DESCRIPTION OF WORK: USACE o received \$4M in FY 23 President's Budget. Project will include maintenance dredging of the IWW Matanzas in St. Johns 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 23A |
| • BCOE Certification | 16 Jun 23A |
| • Advertise | 29 Jun 23A |
| • Award | 28 Aug 23A |
| • Construction Completion | 30 Apr 24 |

FIND WORK ORDER: A Dredge Work Order 57-2023-03 approved on 5 July 23.

NAME OF CONTRACTOR: Contract was awarded to Southwind LLC at the amount of \$5,902,465.85.

STATUS: As of 22 Jan 24, Southwind dredged approximately 271,077 CYs of the total 357,000 CY. Received the RFP from the contractor on 29 Dec 23 for a modification to dredge an additional 174,000 CY of shoal material from the federal channel. Anticipate awarding the modification by 9 Feb 24.

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



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5. WORK ACTIVITY: IWW Crossroads Martin County & IWW near the vicinity of Jupiter Inlet Palm Beach County.

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: USACE expected to receive \$4M in FY 24 President's Budget. Project will include maintenance dredging of both IWW Crossroads in Martin County and near Jupiter Inlet in Palm Beach County. It's anticipated that 150k cy of material is within the federal channel. Placement of material for Crossroads is in the St. Lucie Inlet Impoundment Basin and for Jupiter Inlet is on the beach south of the Inlet.

SCHEDULE (DRAFT):

- | | |
|---------------------------|------------|
| • Kick off P&S | 01 Nov 23A |
| • BCOE Certification | 02 Jun 25 |
| • Advertise | 30 Jun 25 |
| • Award | 26 Sep 25 |
| • Construction Completion | 09 Oct 26 |

FIND WORK ORDER: TBD

NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off in November of 2023. Recent surveys indicate shoaling in cuts M-1 through M-7. The active DEP permit only covers M-4 through M-7. Scope now included collecting additional geotechnical borings and permit modification to dredge cuts M-1 through M-7.

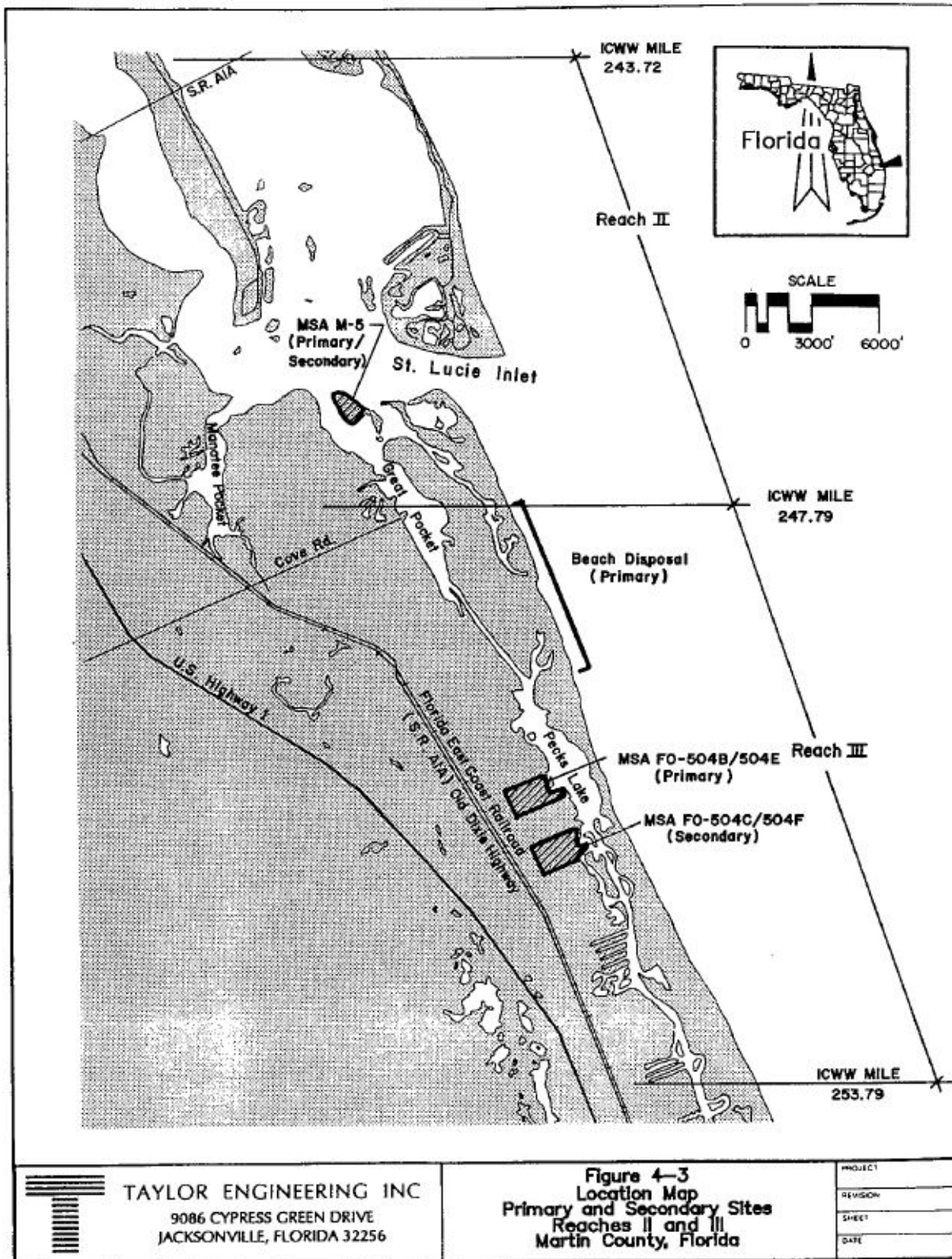
On 7-Jan-24 an emergency dredging event was conducted with the Corps dredge Murden to clear critical shoaling at 25,000 cubic yards. The Murden dredged approximately 17,100 CY from critically shoaled areas in OWW Cut-1 and IWW Cut M-5 in Martin County. All material disposed in the St. Lucie Impoundment Basin.

ACTION: Information only. No Action is required from the Board.



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6. WORK ACTIVITY: AIWW Reach I Nassau County.

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: FIND provided funding for USACE to start planning and designing for a maintenance dredging contract of Reach I of AIWW. Work also includes the necessary data collection to start the environmental consultation with state and federal agencies. It's anticipated that 360k CY of material is within the federal channel.

SCHEDULE (DRAFT):

- | | |
|----------------------|-----------|
| • Kick off P&S | 12 Feb 24 |
| • BCOE Certification | TBD |
| • Advertise | TBD |
| • Award | TBD |

FIND WORK ORDER: Work Order 60-2023-04 approved on 19 Jan 24.

NAME OF CONTRACTOR: TBD

STATUS: P&S is scheduled to start on 12 Feb 24. Team to investigate additional disposal areas in addition to DMMA NA-1 as the volume of shoal material is expected to exceed the design capacity of NA-1. In addition to working on obtaining an FDEP permit, the team will also need to perform an environmental assessment for NEPA compliance.



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7. 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. – **Draft Project Partnership Agreement is complete pending some items required for package submission per regulations.**

-SAJ can prioritize executing a Contributed Funds Agreement (CFA) while drafting the Project Partnership Agreement (PPA). FIND as requested to prioritize the CFA. –**The congressional notification package was submitted back to SAD for final review before submitting to HQ. The CFA will be drafted.**

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.



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

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. DA-MI-23-284

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Miami, (hereinafter the "PROJECT SPONSOR").

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

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Morningside Park Phase II Part 1. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2025 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2026. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2025, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs

for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed \$ 4,352,670.00.

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

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All

records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

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

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

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

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

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

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, 18, 19 and 21, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, 18, 19, or 21, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

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

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

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **WATERWAY IMPACTS** - Pursuant to recent discussions and mutual understanding reached between the Florida Inland Navigation District (FIND) and the City of Miami, both parties hereby agree to collaborate on a possible Florida Fish and Wildlife Conservation (FWC) designation of a Critical Wildlife Area (CWA) for Mangrove Island within Biscayne Bay if warranted to preserve the area's wildlife and habitat. Furthermore, should the City of Miami consider the implementation of speed or vessel restrictions within the Intracoastal or area of Biscayne Bay, it agrees to seek coordination with and obtain

approval from the FIND Board prior to submitting an application pursuant to enacting such measures per Rule 66B-2.004(5).

19. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

20. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

21. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

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

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

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

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

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

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Miami
Attention: Director, Office of Grants Administration
444 SW 2nd Ave, 5th Floor
Miami, FL 33130

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

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

29. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited

to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

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

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

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Miami

By: _____

Title: _____

Date: _____

Exhibit A
PROJECT COST ESTIMATE
 WATERWAY ASSISTANCE PROGRAM FY 2023

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Morningside Park Part 1 of Ph2- Construction of bulkhead & baywalk and Improvements to boat ramp and trailer parking area
Applicant:	City of Miami

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Site Preparation and Demolition	224,258.00	112,129.00	112,129.00
Sheet Piling & Bulkhead	3,984,496.00	1,992,248.00	1,992,248.00
Baywalk	2,049,656.00	1,024,828.00	1,024,828.00
Roadway Re-alignment to Accommodate Baywalk	27,990.00	13,995.00	13,995.00
Drainage Improvements	1,512,976.00	756,488.00	756,488.00
Boat Ramp Area Improvements (including trailer parking area)	261,124.00	130,562.00	130,562.00
General Conditions and Mobilization	644,840.00	322,420.00	322,420.00
OCI Admin Ineligible Costs	700,000.00	700,000.00	0.00

**TOTALS =	\$ 9,405,340.00	\$ 5,052,670.00	\$ 4,352,670.00
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Exhibit B 2023
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) **Financial Assistance Eligibility:** Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) **Notification:** The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) **Project Approval:** Approval of projects by the District shall be in accordance with these rules.

(4) **Project Accessibility:** Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) **Education Facilities and Programs:** Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) **Public Information Availability:** Public information produced with assistance from this program shall not be copyrighted and

shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement

expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can

demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management

plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$100,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental

entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) **Project Agreement:** For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) **Matching Funds:** The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) **Agreement Modification:** All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) **Project Reporting:** The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) **Reimbursement Requests:** The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) **Project Inspection:** Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) **Project Completion:** The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) **Project Completion Requirements:** Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) **Project Records:** The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) **Repayment:** If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) **Application Procedure** – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) **Matching Funds:** Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) **Eligibility:** All proposals must meet the following eligibility criteria to be considered for funding:

(a) **Management Plan Compliance:** Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) **Property Control:** The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) **Funds Allocation:** Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

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

(1) **Application Procedure** – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict

Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

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

(4) District funding shall be limited to \$75,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

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

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

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

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

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

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

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

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23.

66B-2.016 Waterways Cleanup Events.

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

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 2023, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage		
Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current		
Payments Including all retainage		
held (B+C)	=	_____
= Balance Remaining		

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name and Date	Check No.	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)
SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E
FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM
Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT****PROJECT NO.** _____**PROJECT TITLE:** _____**PROJECT SPONSOR:** _____**REPORT PERIOD** (Please place an " X " in front of the report period and complete the year in the table below.)

___ Oct-Dec 20__	___ Jan-Mar 20__	___ April-June 20__	___ July-Sept 20__
Report Due: (Dec 30)	(March 30)	(June 30)	(Sept 30)

WORK ACCOMPLISHED:**PROBLEMS ENCOUNTERED:****PERCENTAGE COMPLETION:****OTHER NOTABLE ITEMS:**

EXHIBIT G

ASSISTANCE PROJECT SCHEDULE

OCTOBER 2023-	Project Agreement Executed, Project Initiates.
DECEMBER 30, 2023-	First Quarterly Report Due. - Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
MARCH 30, 2024-	Second Quarterly Report Due.
JUNE 30, 2024-	Third Quarterly Report Due.
SEPTEMBER 30, 2024 -	Fourth Quarterly Report Due.
DECEMBER 30, 2024-	Fifth Quarterly Report Due.
MARCH 30, 2025-	Sixth Quarterly Report Due.
JUNE 30, 2025-	Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2025 quarterly report.

SEPTEMBER 1-30, 2025- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2025 - End of Grant. All work must be complete closeout paperwork submitted.
October 2025- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617





Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

January 19, 2024

Glenn Scambler, CPA
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Florida Inland Navigation District, (the “District”), which comprise governmental activities and each major fund as of and for the years ended September 30, 2023, 2024, 2025, 2026, and 2027 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2023, 2024, 2025, 2026, and 2027, and thereafter if mutually agreed upon by Florida Inland Navigation District and Berger, Toombs, Elam, Gaines and Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

We will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Florida Inland Navigation District as of September 30, 2023, 2024, 2025, 2026, and 2027. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements.

Fort Pierce / Stuart

Florida Inland Navigation District
January 19, 2024
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Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

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January 19, 2024
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We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

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- b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;
- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Florida Inland Navigation District's financial statements. Our report will be addressed to the Board of Florida Inland Navigation District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Florida Inland Navigation District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Glen Scambler. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

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Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$29,500, unless the scope of the engagement is changed, the assistance which of Florida Inland Navigation District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee for the year ending September 30, 2024 and 2025 will not exceed \$29,500, and our fee for the years ending September 30, 2026 and 2027 will not exceed \$30,500. This agreement may be renewed for five (5) additional years upon mutual agreement by both parties and approval by the District's Board of Commissioners. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by the Florida Inland Navigation District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Florida Inland Navigation District, the Florida Inland Navigation District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Florida Inland Navigation District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Florida Inland Navigation District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Florida Inland Navigation District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Florida Inland Navigation District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Florida Inland Navigation District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Florida Inland Navigation District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Florida Inland Navigation District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

A handwritten signature in cursive script that reads "Berger Toombs Elam Gaines & Frank".

BERGER, TOOMBS, ELAM, GAINES & FRANK
David McGuire, CPA

Confirmed on behalf of the addressee:

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

The logo for Thorn Run Partners, featuring a stylized map of Florida in the background. The text "THORN RUN PARTNERS" is in a bold, sans-serif font, and "GOVERNMENT RELATIONS" is in a smaller font below it.**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

February 2, 2024

Monthly Report for the Florida Inland Navigation District

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

FROM: Jim Davenport, Partner

The Senate is juggling several pressing legislative priorities this month as Congress inches closer to the March government funding deadlines, with expiration of the continuing resolutions on March 1 and March 8. It's likely that all 12 appropriations bills will be packed into 3 – 4 minibuses. We feel positive that the Energy and Water Appropriations bill, which appropriates \$4.054 million for the Intracoastal Waterway, will be carried in one of the first minibuses.

In addition to specific funding for the IWW, both the House and Senate Energy and Water Appropriations bills also include over \$100 million spread across the Navigation Maintenance; Inland Waterways; Small, Remote, or Subsistence Navigation “additional work” categories. The additional work numbers might get considerably smaller during conference negotiations so the House and Senate Appropriations Committees can make room for each chamber’s congressionally directed spending priorities. Once final numbers in these categories are set, we can pursue additional maintenance dredging funding in the Corps Work Plan in the coming months. We can discuss this with the Corps when you are in DC. The timing will be perfect.

We have begun preparation for FIND’s trip to Washington on March 6 – 8th. We are targeting March 7th for the bulk, if not all, of your meetings. We will target members of Congress that would have FIND’s IWW maintenance dredging projects in their districts in FY 2025 as well as members that would support funding requests for the Navigation Maintenance; Inland Waterways; Small, Remote, or Subsistence Navigation. Therefore, we will likely not visit every member of Congress that has a portion of the IWW in their district.

Please contact me with any questions.