

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, March 20, 2020

DoubleTree Hotel Jacksonville Riverfront
1202 Riverplace Boulevard
Jacksonville (Duval County), FL 32207-9009

Item 1. **Call to Order.**

Chair Donaldson will call the meeting to order.

Item 2. **Pledge of Allegiance.**

Commissioner O'Steen will lead the Pledge of Allegiance to the United States of America.

Item 3. **Roll Call.**

Secretary Gernert will call the roll.

Item 4. **Consent Agenda.**

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

- a) Waterway Cleanup Funding Assistance to Keep Brevard Beautiful for the Trash Bash, Summer Series and International Waterway Cleanup Projects in Brevard County.
- b) Waterway Cleanup Funding Assistance to Keep Jacksonville Beautiful for the St. Johns River Celebration Waterway Cleanup Projects in Duval County.
- c) Waterway Cleanup Funding Assistance to Volusia County for the East Volusia Beach and River, International Coastal Cleanup Projects in Volusia County.
- d) Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.
- e) Disaster Relief Assistance Project Extension Requests.

(Please see back up pages 10-54)

RECOMMEND: Approval of the Consent Agenda.

Item 5. **Additions or Deletions.**

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

RECOMMEND: Approval of a Final Agenda.

Item 6. **Public Comments.**

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

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval:

- January 17, 2020 – Finance & Budget Com. Mtg. *(Please see back up pages 55-56)*
- January 17, 2020 – Board Meeting *(Please see back up pages 57-79)*

RECOMMEND: Approval of the minutes as presented.

Item 8. Staff Report on Duval County Area Projects.

Staff will present a report on the District's Duval County area projects. *(Please see back up pages 80-98)*

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

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelley Trulock, is scheduled to present an update on projects and activities.

(Please see back up pages 99-103)

Item 10. City of Jacksonville Requests Release from the 25-year Property Control Grant Requirement for Metropolitan Park Waterway Assistance Program (WAP) grants, Jacksonville, Duval County.

The District's Waterways Assistance Program (WAP) Rule 66B-2 and the executed assistance agreement both require that a project site shall be dedicated for the public use for a minimum period of twenty-five (25) years. If the Project Sponsor chooses to transfer the site to a third party not in compliance with the program rules, the District retains the right to reimbursement of previous program funding assistance from the Project Sponsor to the full extent awarded to the project.

Section 16. SITE DEDICATION - The PROJECT SPONSOR also agrees that when completed, the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

Section 25. 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 this facility to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECTS SPONSOR 's obligation hereunder, the District retains the right to reimbursement from the PROJECT SPONSOR for its participation to the full extent of the funding assistance awarded to accomplish this facility.

At the January 2020 FIND Commission meeting, the City of Jacksonville made a presentation to the Board requesting to release the City from its 25-year property control requirement as listed in the Metro Park WAP grant agreements and Rule 66B-2.008(2). The City plans to sell the referenced property to a private developer for a future redevelopment project. Prior to the sale and redevelopment

Meeting Agenda

March 20, 2020

Page 3

(Item 10, cont.)

of the property, the City would need to resolve the 25-year property control requirement and any deed restrictions placed on the property pursuant to the WAP grant agreements.

Metropolitan Park is an existing 32-acre urban waterfront park and marina. FIND has participated in the construction and improvements to the marina facility through WAP. Four of the six total projects have active grant agreements and include:

PROJECT NUMBER	PROJECT NAME	TOTAL PROJECT COSTS	FIND GRANT AMOUNT REQUESTED	AMOUNT PAID BY FIND	PROJECT COMPLETED	Remaining 25-yr property dedication
DU-JA-93-15	Metropolitan Park	\$433,008.00	\$201,349.00	\$201,349.00	9/24/1996	2 years
DU-JA-94-17	Metropolitan Park Docking Facility	\$1,159,270.00	\$579,635.00	\$579,635.00	9/23/1996	2 years
DU-JA-99-39	Metro Park Marina Maintenance Dredging	\$300,000.00	\$270,000.00	\$175,725.00	9/9/2002	8 years
DU-JA-07-98	Metropolitan Park Marina Electric Upgrades	\$900,000.00	\$450,000.00	\$450,000.00	6/2/2010	16 years

The City of Jacksonville has positioned that Project #DU-JA-99-39 (1999 Metro Park Marina Maintenance Dredging) has concluded its anticipated life expectancy and the reimbursement amount should be \$0. The City has also expressed a willingness to grant FIND a twenty-five (25) foot public easement along the riverfront of Metro Park for the remaining sixteen (16) years of the District-required property control. This would be in addition to the required 25-foot perpetual easement the City will require from the developer. For the remaining 3 projects, the City is requesting approval of a straight-line amortization of the original grant amount (i.e. Option 1. below).

(Please see back up pages 104-114)

RECOMMEND: Approval of a request from the City of Jacksonville to release the City from the 25-year property control requirement of the District’s program rules and the executed WAP agreements between the City and the District, and require repayment of the grant funds in the amount of **EITHER** Option 1 or Option 2:

Option 1. Waive repayment of Project #DU-JA-99-39 Marina Dredging, and use a straight-line amortized reimbursement rate for the remaining 3 grants (DU-JA-93-15, DU-JA-94-17 and DU-JA-07-98) in the amount of \$350,476.00, plus the addition of a twenty-five (25) foot Riverwalk easement to FIND for the sixteen (16) years remaining of the property control requirement.

Option 2. Reimbursement of full grant amount for the 4 grants (DU-JA-93-15, DU-JA-94-17, DU-JA-99-39 and DU-JA-07-98) in the amount of \$1,406,709.00, in accordance with Rule 66B-2.008.

Meeting Agenda

March 20, 2020

Page 4

Item 11. Washington D.C. Report, Fiscal Year 2021 Work Plan and Fiscal Year 2022 Federal Funding Request, Thorn Run Partners LLC. Contract Renewal.

The District's federal legislative coordinator, Mr. Jim Davenport, with Thorn Run Partners (TRP), LLC., is scheduled to provide an update on the past year's activities. Mr. Davenport will also provide insight into successful strategies for fiscal years 2021 and 2022 for federal funding and legislative actions.

In addition, at the April 2018 FIND Commission meeting, the Board approved a two (2) year contract with Mr. Davenport of TRP. That contract expires on April 30, 2020. Mr. Davenport is amendable to continuing the relationship with FIND with a modest \$500/month increase in his current contractual price (\$8,500/month). Note that this contract price has remained constant for over 10 years.

Mr. Davenport has performed in an exemplary manner for the District for over 14 years and has assisted in securing over \$45+ million in federal funding for the Intracoastal Waterway during that time. Mr. Davenport has personally spent much of the last few years tracking and initiating potential federal legislative changes that could benefit the District, including the Water Resources Development Act (WRDA), the reauthorization of the Magnuson-Stevens Act and the Coast Guard bill.

Staff is recommending continuing the District's successful working relationship with Mr. Davenport by approving a 3-year contract with no additional increase in price during that time.

(Please see back up pages 115-122)

RECOMMEND: Approval of a proposed three (3) year agreement at the contractual amount of \$9,000/month with Mr. Jim Davenport of Thorn Run partners, LLC for federal professional legislative services.

Item 12. Maritime Management Plan Proposal for St. Johns County.

The St. Johns County (SJC) Parks and Recreation Department is requesting funding for a St. Johns County's Public Waterway Access Master Plan. The SJC Parks and Recreation Department will serve as the lead agency in coordinating the waterway access plan for the Intracoastal and St. Johns River that run throughout the County. The purpose of the plan is to promote and maximize the public benefit and enjoyment of the Intracoastal Waterway and its connections to other navigable waterways, while identifying and prioritizing the waterway access needs of the County's diverse communities.

The Public Waterway Access Master Plan will comply with Waterway Assistance Program Maritime Management Plan Rule 66B-2.008(5)(b)(1-9), providing a roadmap for a 3-year strategic and implementation plan prioritizing the areas for improved public waterway access, improved commercial access and strategies to meet the growing needs of the maritime community. The proposal is for a 2-year agreement with \$95,000 in District cost-share funding.

(Please see back up pages 123-124)

RECOMMEND: Approval of a two (2) year agreement with the St. Johns County Parks and Recreation Department in the amount of \$95,000.00 in cost-share funding for the development of a county-wide Public Waterway Access Master Plan, St. Johns County, FL.

Meeting Agenda

March 20, 2020

Page 5

Item 13. Final Property Exchange and Reconfiguration, Dredged Material Management Area BV-24A, Brevard County, FL.

Dredged Material Management Area (DMMA) BV-24 is located in the Grant-Valkaria area of southeast Brevard County. The District acquired this property in 1993 from several landowners through lengthy eminent domain proceedings. This site is one of our long-range DMMA's necessary for the dredging of Reach VI, the southern-most dredging reach within Brevard County.

At the regular meeting on December 13, 2014, the Navigation District's Board of Commissioners (Board) approved a property exchange agreement with Brevard County. The District's original property (DMMA BV-24), will be partially exchanged for a new area referred to as DMMA BV-24A.

The original agreement timed out as the finalization of the agreement was predicated on the District receiving permits to construct a permanent, long-range DMMA facility on the new property. The District is in the final stages of permitting and engineering for the new site, with final engineering work to be completed at DMMA BV-24A.

Although previously reviewed and approved by the Board, the re-approval of the agreement is necessary for Brevard County. Brevard County is scheduled to consider the agreement at their March 24, 2020 Board meeting. All due diligence has been completed, and the final permits are pending the property exchange approval. FIND will hold fee simple title to the reconfigured property and be paid \$88,823.38 for partial reimbursement of additional engineering fees. It is staff's intention to pursue site construction once the exchange is finalized.

(Please see back up pages 125-151)

RECOMMEND: Approval of an agreement with Brevard County for property reconfiguration and exchange of a portion of DMMA BV-24 for the addition of DMMA BV-24A, Brevard County, FL.

Item 14. Scope of Work and Fee Quote for Final Design, Permitting and Bid Administration Services for Dredged Material Management Area (DMMA) BV-24A, Brevard County, FL.

The District is finalizing the agreement with Brevard County for the exchange and reconfiguration of BV-24 to BV-24A. With the new property, there is an opportunity to improve entry access & pipeline access to the new site BV-24A. A significant portion of the additional work will be sub-contracted for geotechnical investigation, surveying, utility location services, and a cultural resource survey.

The approval of this item will allow the District to pursue the bidding and construction of DMMA BV-24A.

(Please see back up pages 152-201)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$306,310.60 (with \$86,260 in sub-consulting fees) for final design, permitting and bid administration for DMMA BV-24A, Brevard County, FL.

Item 15. Scope of Work and Fee Quote for Environmental Resource Permitting Services for Dredged Material Management Area O-23, Martin County, FL.

At the invitation of the U.S. Army Corps of Engineers (USACE), the District has requested Taylor Engineering assist in the obtaining the required state permits for the development of Dredged Material Management Area (DMMA) O-23. The attached scope and fee quote will fast-track the permitting efforts and allow the development documents to be completed for project bidding.

(Please see back up pages 202-208)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$49,880.40 from Taylor Engineering for environmental resource permitting at DMMA O-23, Martin County, FL.

Item 16. Fee Quote for the Demolition of an Abandoned Structure at Dredged Material Management Area IR-7A, Indian River County, FL.

With the end of a life estate at Dredged Material Management Area (DMMA) IR-7A, the District has been left with several abandoned structures and a dilapidated swimming pool that needs to be filled. Freedom Waste Services has provided a fee quote in the amount of \$19,500 to remove all structures from the site and fill the existing swimming pool. Freedom Waste has been working with the District on this site previously in securing the site and removing asbestos. They are trusted, competent and timely.

(Please see back up pages 209-211)

RECOMMEND: Approval of fee quote in the amount of \$19,500.00 from Freedom Waste Services for the demolition of several structures and the filling of a non-functional pool at DMMA IR-7A, Indian River County, FL.

Item 17. Scope of Work and Fee Quote for Professional engineering Services for Shoaling Condition Surveys and Coordination for St. Lucie Reach II and Martin County Reach I, St. Lucie and Martin Counties, FL.

With the completion of Dredged Material Management Area (DMMA) M-8, efforts now turn to defining the dredging project in the reaches (St. Lucie Reach II and Martin County Reach I) identified for receipt of dredged material in this area. This work will allow the District to define and permit a specific dredging project beneficial to the waterway in this region.

(Please see back up pages 212-219)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$13,415.00 for Shoaling Condition Surveys and Coordination for St. Lucie Reach II and Martin County Reach I, St. Lucie and Martin County, FL.

Item 18. Rybovich Marina Lease Agreement Extension - Peanut Island Dredged Material Management Area PB-PI, Palm Beach County, FL.

Rybovich Marina's (RBYC, LLC) existing lease agreement to utilize Dredged Material Management Area (DMMA) PB-PI (Peanut Island) expired at the end of March 2020. To date, the company has removed approximately 25,000 cubic yards of the calculated 75,000 cubic yards of material placed in the DMMA during 2016 dredging operations for marina access.

The company has remained diligent and responsive and has initiated efforts to remove the remaining material in DMMA PB-PI. Staff recommends a 2-year lease extension to the original agreement to allow time to complete the required material removal. All other specifications of the agreement will remain in place, including the required bid bond to reflect the remaining liability of material (50,000 cubic yards) in the District's site.

(Please see attached back up pages 220-222)

RECOMMEND: Approval of a two-year lease agreement extension with Rybovich Marina for the use and removal of material at DMMA PB-PI (Peanut Island), Palm Beach County, FL.

Item 19. 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 20. Tallahassee Report.

The District's state governmental relations firm has submitted a status report concerning activity on state issues that could be of interest to the District.

(Please see back up pages 223-229)

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

Item 21. Additional Staff Comments and Additional Agenda Items.

Item 22. Additional Commissioners Comments.

Item 23. 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, March 20, 2020

DoubleTree Hotel Jacksonville Riverfront
1202 Riverplace Boulevard
Jacksonville (Duval County), FL 32207-9009

Item a. Waterway Cleanup Funding Assistance to Keep Brevard Beautiful for the Trash Bash, Summer Series and International Waterway Cleanup Projects in Brevard County.

Keep Brevard Beautiful has submitted a request for its Annual 2020 Waterway Cleanup Projects in Brevard County. The District has funded these cleanups for many years, and they have been very successful. The request is for \$10,000. The proposal is consistent with the District's program rules.

(Please see back up pages 10-18)

RECOMMEND: Approval of the request from Keep Brevard Beautiful for funding assistance with the 2020 Trash Bash, Summer Series and International Waterway Cleanup Projects in Brevard County in an amount not to exceed \$10,000.

Item b. Waterway Cleanup Funding Assistance to Keep Jacksonville Beautiful for the St. Johns River Celebration Waterway Cleanup Projects in Duval County.

Keep Jacksonville Beautiful has submitted a request for its Annual 2020 St. Johns River Celebration Waterway Cleanup Project in Duval County. The District has funded this successful cleanup for many years. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 19-25)

RECOMMEND: Approval of the request from Keep Jacksonville Beautiful for funding assistance with the 2020 St. Johns River Celebration Waterway Cleanup Project in Duval County in an amount not to exceed \$5,000.

Item c. Waterway Cleanup Funding Assistance to Volusia County for the East Volusia Beach and River, International Coastal Cleanup Projects in Volusia County.

Volusia has submitted a request for its Annual 2020 East Volusia Beach and River, International Coastal Cleanup Projects in Volusia County. The District has funded these cleanups for many years, and they have been very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 26-30)

RECOMMEND: Approval of the request from Volusia County for funding assistance with the 2020 East Volusia Beach and River, International Coastal Cleanup Projects in Volusia County in an amount not to exceed \$5,000.

Preliminary Consent Agenda

March 20, 2020

Page 2

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

Miami-Dade County has submitted a funding assistance request for the removal of four (4) derelict vessels located on the District's waterways within Miami-Dade County. The total project cost is estimated to be \$24,100.00. 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 \$18,075.00 (75%) District funding reimbursement.

(Please see back up pages 31-49)

RECOMMEND Approval of Miami-Dade County's request for up to \$18,075.00 cost-share funding through the District's Small-Scale Derelict Vessel Removal Projects program, Miami-Dade County, FL.

Item e. Disaster Relief Assistance Project Extension Requests.

Several Project Sponsors have requested extensions of their Disaster Relief Assistance project agreements. By law and in accordance with the District program rules, these agreements can be extended for one (1) additional year (for a total grant timeframe of 3 years).

(Please see back up pages 50-54)

RECOMMEND: Approval of the requested project agreement extensions for one additional year.

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.



REC'D

DEC 23 2019

FLORIDA INLAND NAVIGATION
DISTRICT

December 19, 2019

Mr. Mark Crosley
Florida Inland Navigation District (FIND)
1314 Marcinski Rd.
Jupiter, Florida 33477-94270

Dear Mr. Crosley,

As the new year approaches, Keep Brevard Beautiful, Inc. is planning the 2020 cleanup events. Your financial support over the years has enabled KBB to engage volunteers and create a sense of ownership within the community. We hope you will continue to support our initiatives and help keep Brevard beautiful.

As an affiliate of Keep America Beautiful, we are happy to start each year by participating in the Great American Cleanup (GAC), a nationwide cleanup event that engages nearly 3 million volunteers. During the duration of GAC, we host Trash Bash, a community program that includes an environmental art contest amongst middle and high school students, a cleanup event hosted by county municipalities and authorities, and a charitable contribution made by the cleanup site with the most volunteers and trash. In 2019, there were 11 different cleanup locations, with over 1,200 volunteers in attendance, and 54,000 pounds of stopped from entering our waterways. In 2020, the theme of Trash Bash will encourage participants to "Be Drastic, Cut Plastic".

For the past six years, the Summer Series has been an essential part of protecting the Indian River Lagoon and keeping Brevard beautiful. Every year this program partners with Florida Today and hundreds of volunteers to help remove thousands of pounds of trash from our community and waterways. Again in 2020, we will be hosting four different cleanup locations throughout the county to engage and educate volunteers on the importance of litter prevention.

The International Coastal Cleanup, another yearly event hosted by KBB in partnership with the Ocean Conservancy, enables volunteers to be citizen scientists for the day by recording the trash found during the cleanup. In 2019, KBB and community members hosted over twenty different cleanup locations throughout the county. In 2020, we hope to expand our locations and reach even more community members who can help remove thousands of pounds of debris from Brevard County's 71 miles of coastline.

Keep Brevard Beautiful, Inc. is requesting \$10,000.00 to help fund the three projects listed above that will take place during 2020. For over 31 years, FIND has supported KBB in hosting cleanups that will improve and protect our waterways. These conservation projects not only help the environment but bring together community, creating a sense of pride and ownership in our citizens that will continue for years.

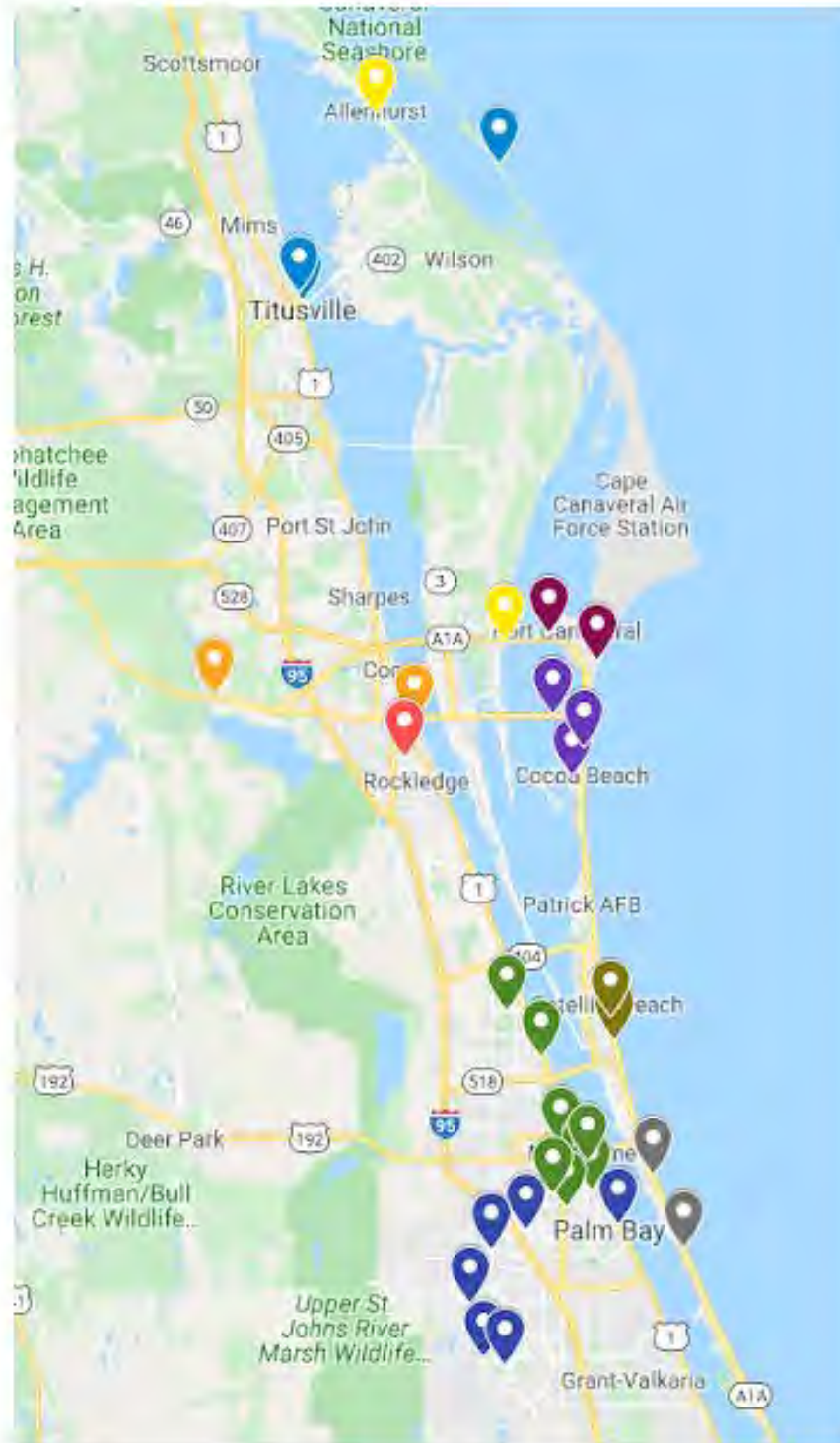
If you have any questions or concerns regarding this request, please feel free to contact me. Thank you so much for your consideration.

Best Regards,

Amanda Muzaurieta
Event & Volunteer Coordinator

<i>Keep Brevard Beautiful, Inc. Florida</i>	
<i>Inland Navigation District</i>	
<i>Trash Bash and Summer Series</i>	
Item	Request Amount
Office Supplies	\$0.00
Printing	\$250.00
Advertising	\$100.00
T-shirts	\$1,455.00
Buckets	\$1,000.00
Grabbers	\$615.00
Incentive Items	\$1,230.00
Gloves	\$150.00
Water	\$200.00
Dumpster	\$0.00
TOTAL	\$5,000.00


Trash Bash
April 4, 2020
All Proposed Locations




Sherwood Park Pool- 2479 Post Rd, Melbourne, FL 32935
Carver Park - 1092 Swan Street Melbourne, FL 32935
Collins Aerospace - 795 W NASA Blvd Building 312, Melbourne, FL 32901
Manatee Park - 990 E Melbourne Ave, Melbourne, FL 32901
Joseph N. Davis Community Center - 2547 S Grant St, Melbourne, FL 32901
Lipscomb Community Center - 3316 Monroe St, Melbourne, FL 32901
Southwest Park - 400 W Florida Ave, Melbourne, FL 32901
Palm Bay Magnet High School - 101 Pirate Ln, Melbourne, FL 32901
MINWR Haulover Canal - Courtenay Pkwy N, Mims, FL 32754
Kelly Part East - 2504-2526 N Banana River Dr, Merritt Island, FL 32952
Cocoa Riverfront Park - 401 Riveredge Blvd, Cocoa, FL 32922
Leroy Wright Park - 8199 W King St, Cocoa, FL 32926
Rockledge City Hall - 1600 Huntington Ln, Rockledge, FL 32955
Rodney S. Ketcham Boat Ramp - 998 Mullet Rd, Port Canaveral, FL 32920
Cherie Down Park - 8330 Ridgewood Ave, Cape Canaveral, FL 32920
Constitution Bicentennial Park - 801 W Cocoa Beach Causeway, Cocoa Beach, FL 32931
1000 Islands/ Ramp Road Park - 401 Ramp Rd, Cocoa Beach, FL 32931
Lori Wilson Park - 1500 N Atlantic Ave, Cocoa Beach, FL 32931
Bicentennial Park - 2 Ocean Dunes Dr, Indian Harbour Beach, FL 32937
Pelican Beach Park - 1525 Florida A1A, Satellite Beach, FL 32937
Coconut Point Park - 3535 Florida A1A, Melbourne Beach, FL 32951
Ocean Park - 900-998 Atlantic St, Melbourne Beach, FL 32951
Canaveral National Seashore - S Washington Ave, Titusville, FL 32796
Sand Point Park - 101 N Washington Ave, Titusville, FL 32796
Titusville Municipal Marina - 451 Marina Rd, Titusville, FL 32796
Palm Bay - 6 locations

Summer Series Locations & Dates


June 13, 2020

 Kiwanis Island Park


June 27, 2020

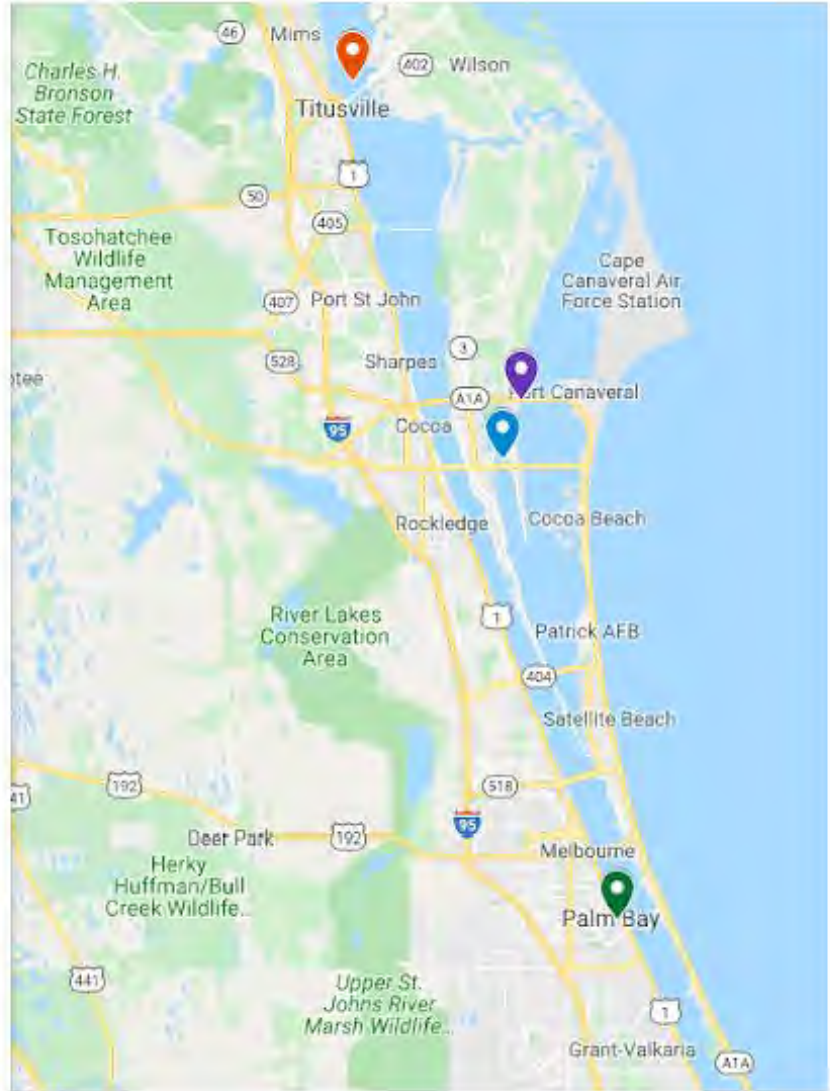
 Titusville Spoil Islands

July 11, 2020

 Turkey Creek

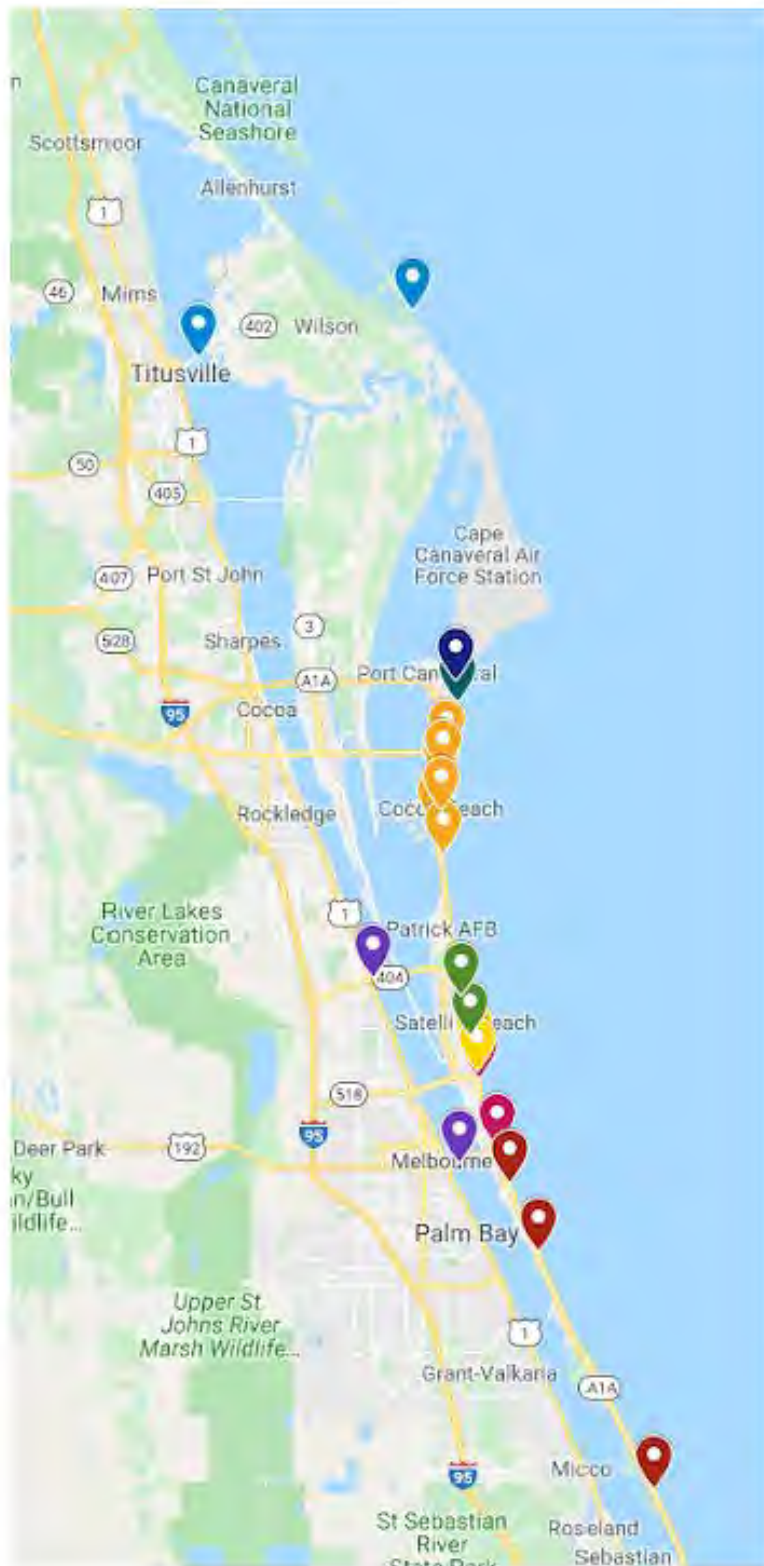
July 25, 2020

 Kelly Park East



<i>Keep Brevard Beautiful, Inc.</i>	
<i>Florida Inland Navigation District</i>	
<i>International Coastal Cleanup</i>	
Item	Request Amount
Office Supplies	\$50.00
Printing	\$250.00
Advertising	\$100.00
T-shirts	\$2,250.00
Grabbers	\$615.00
Dumpster	\$500.00
Incentive Items	\$670.00
Gloves	\$150.00
Insect Repellent	\$115.00
Hand Sanitizer	\$25.00
First Aid Kits	\$25.00
Water	\$250.00
TOTAL	\$5,000.00

International Coastal Cleanup September 19, 2020



Playalinda Beach - Canaveral National Seashore
Parrish Park/Spoil Islands - 1 A. Max Brewer Memorial Pkwy, Titusville, FL 32796
Jetty Park - 397 Jetty Park Rd, Port Canaveral, FL 32920
Cherie Down Park - 8330 Ridgewood Ave, Cape Canaveral, FL 32920
Lori Wilson Park - 1500 N Atlantic Ave, Cocoa Beach, FL 32931
Alan Shepard Park - 4400 Ocean Beach Blvd, Cocoa Beach, FL 32931
Sidney Fischer Park - Cocoa Beach, FL 32931
Minuteman Causeway - 2 Florida A1A, Cocoa Beach, FL 32931
Ramp Road Park/Thousand Islands - 401 Ramp Rd, Cocoa Beach, FL 32931
Robert P. Murkshe Memorial Park - 198-100 S 16th St, Cocoa Beach, FL 32931
Pelican Beach Park - 1525 Florida A1A, Satellite Beach, FL 32937
Hightower Beach Park - 815 Florida A1A, Satellite Beach, FL 32937
Bicentennial Park - 2 Ocean Dunes Dr, Indian Harbour Beach, FL 32937
Millennium Beach Park - 2155 Florida A1A, Indian Harbour Beach, FL 32937
Indialantic Beach - James H. Nance Park - 201 N Miramar Ave, Indialantic, FL 32903
Canova Beach Park - 3299 N Hwy A1A, Indialantic, FL 32903
Kiwanis Park at Geiger Point - 1313 Melbourne Causeway, Melbourne, FL 32901
Pineda Landing/POWMIA Park - 5871-, 5879 N US Hwy 1, Melbourne, FL 32940
Ocean Park - 900-998 Atlantic St, Melbourne Beach, FL 32951
Coconut Point Beach Park - 3535 Florida A1A, Melbourne Beach, FL 32951
Barrier Island Sanctuary - 8385 S Hwy A1A, Melbourne Beach, FL 32951
Sebastian Inlet State Park - 9722 S Hwy A1A, Melbourne Beach, FL 32951



**Keep Jacksonville
Beautiful Commission**

Chris Buckley
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Katie Blandford
Brian Burket
Susan Carew
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Hon. Joyce Morgan
Kathleen McGovern
Brian Pavak
Hon. Harry Reagan
James Richardson
Alicia Smith

**Executive
Coordinator**
Daniel Durbec

March 1, 2020

Ms. Janet Zimmerman
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477

Dear Ms. Zimmerman:

Thank you again for allowing Keep Jacksonville Beautiful (KJB) and the City of Jacksonville to apply for financial assistance for the organized removal of refuse within the District's waterways in Duval County.

For a decade, KJB has enjoyed a great relationship with the District in its cleanup efforts of the St. Johns River, Intracoastal Waterway, the Atlantic Ocean and local creeks and streams.

F.I.N.D.'s financial support allows us to continue these worthwhile endeavors and we greatly appreciate your assistance. Your help allowed us to conduct a number of water-related cleanups last year.

On March 16, 2019, Keep Jacksonville Beautiful coordinated the annual St. Johns River Celebration Cleanup, in which 475 volunteers spent 1,166 hours removing 12,370 pounds of debris from the St. Johns River, tributaries and other locations.

And during the annual International Coastal Cleanup, held September 21, 2019 a record 1,075 volunteers provided 2,213.50 hours to remove 8,830 pounds of debris from local waterways. Then on November 2, as part of the annual Right While Festival, 80 volunteers hauled away 1,800 pounds of rubbish. On September 19, 2020, we plan to continue removing debris from waterfront parks tributaries, the Intracoastal, the St. John's River and Atlantic Ocean. Attached for your consideration are maps of these locations.

Thanks to F.I.N.D.'s past generosity, Keep Jacksonville Beautiful has been able to purchase needed supplies for its annual cleanups. Attached for your approval is a budget outlining the expenditure of all District funds.

We are grateful for the District's past 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 21, 2021 St. Johns River Celebration Cleanup & September 19, 2020 International Coastal Cleanup Sites

Beach Boulevard—Oceanfront
 Atlantic Boulevard—Oceanfront
 16th Avenue South—Oceanfront
 Beach Marine Boat Ramp--Riverfront
 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 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
 Palmetto Leaves Regional Park—Creek front
 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
 Trout River Pier--Riverfront
 Walter Jones Park—Riverfront

Additional sites will be identified and added.

Proposed Budget
St. Johns River Celebration Cleanup, March 21, 2020 &
International/Florida Coastal Cleanup Sept. 19, 2020

March 1, 2020
Expenses

- Supplies:

Bags (for volunteers)	\$ 1,000
Grabbers (for volunteers)	\$ 1,500
T-Shirts (for volunteers)	\$ 2,500

Total Estimated Expenses from **\$5,000** **Grant funding**
Grant funds:

(To satisfy Florida Inland Navigation District Requirements)

- Advertising/Marketing & Educational Awareness
 City of Jacksonville:
 Fliers will be disseminated via email and social media.
 F.I.N.D. will be recognized on City website, in social media, at year-recognition events, on volunteer T-shirts, event banners, and in City media releases.
 F.I.N.D. will be recognized in the KJB annual report in 2019.

Est. city cost: Based on SJRC & ICC cleanup numbers

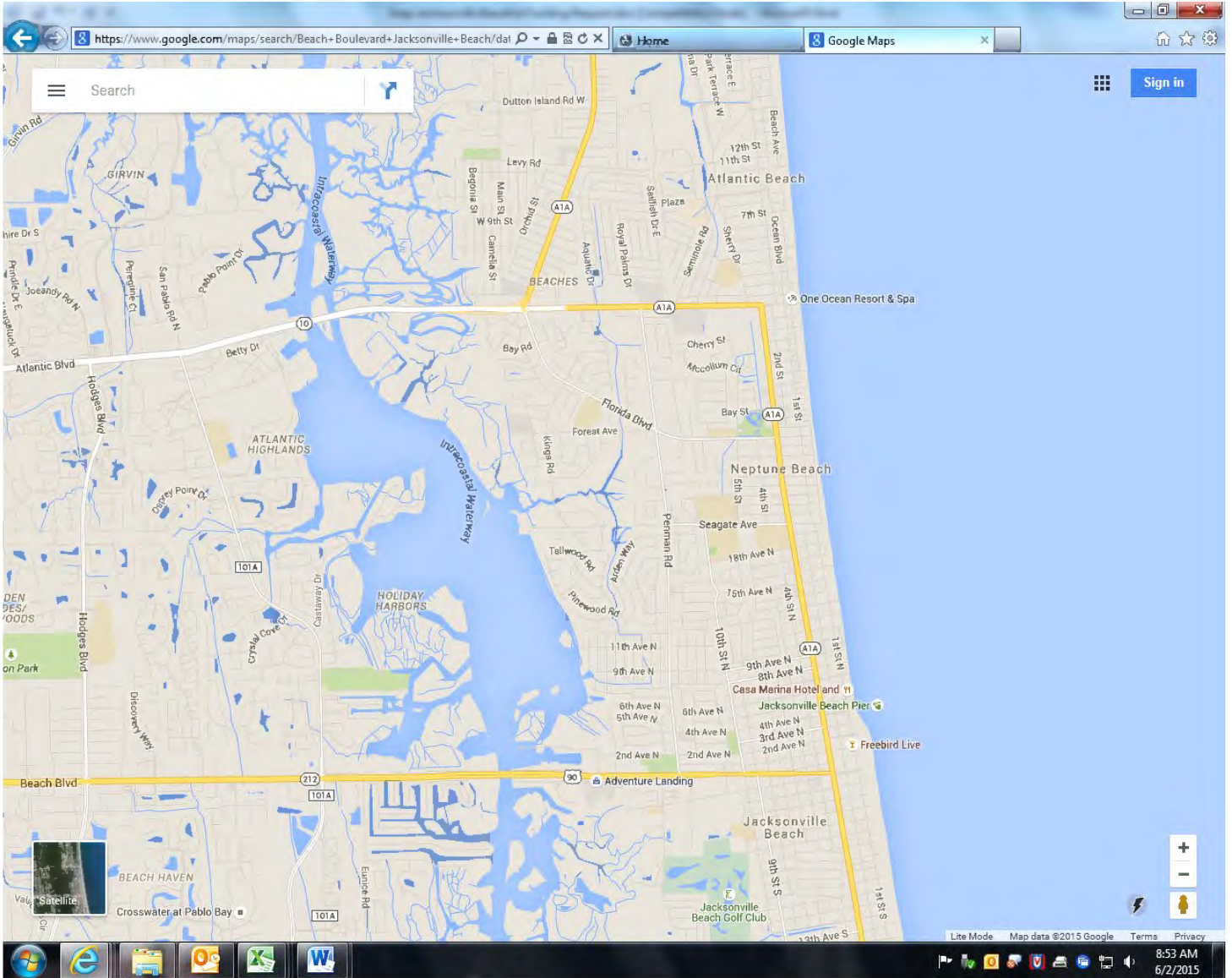
Estimated debris pick up and disposal cost: **\$300** **City of Jax. KJB**

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

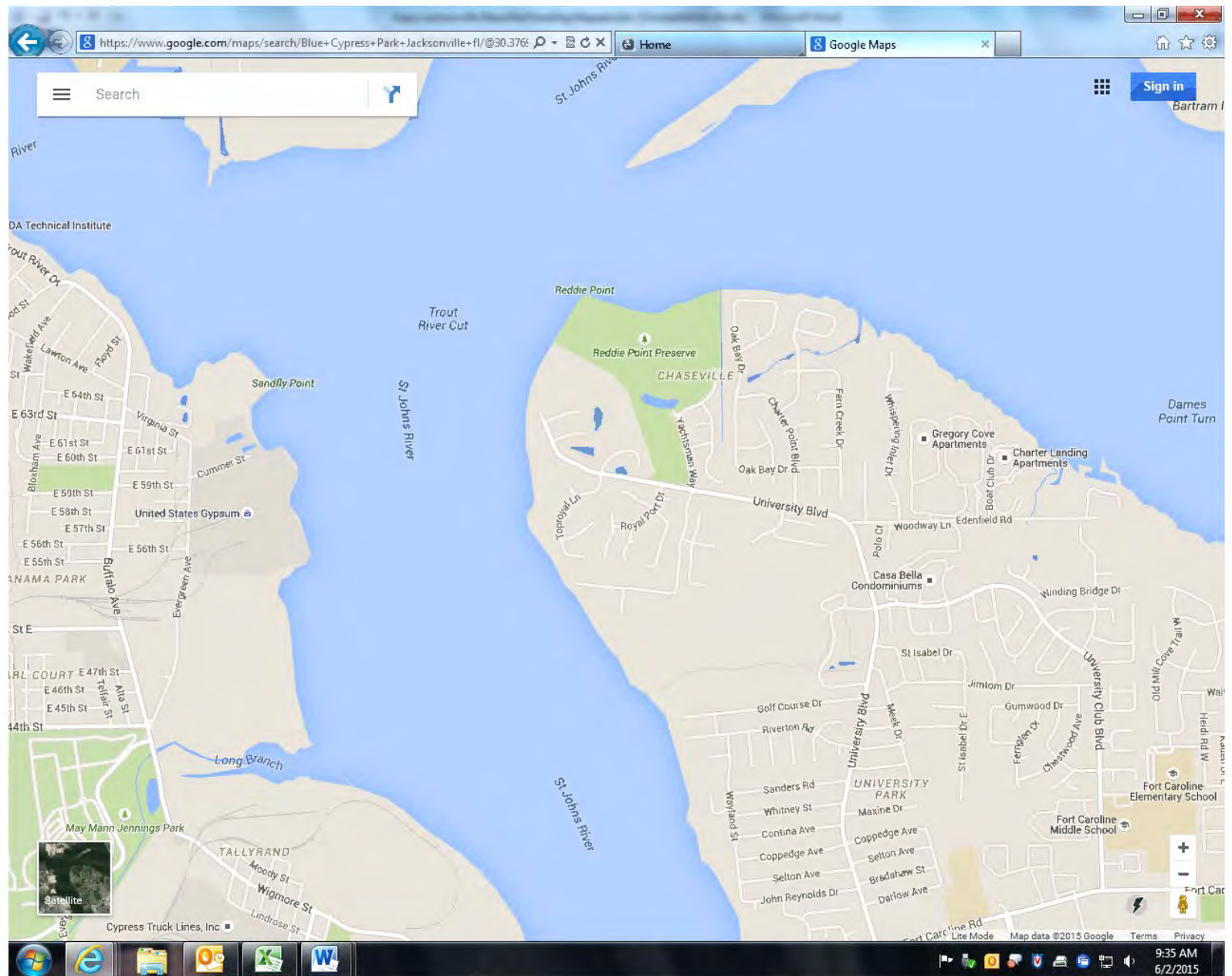
Total, including estimated city cost \$5,300

Maps of Cleanup Locations (Additional maps available upon request)

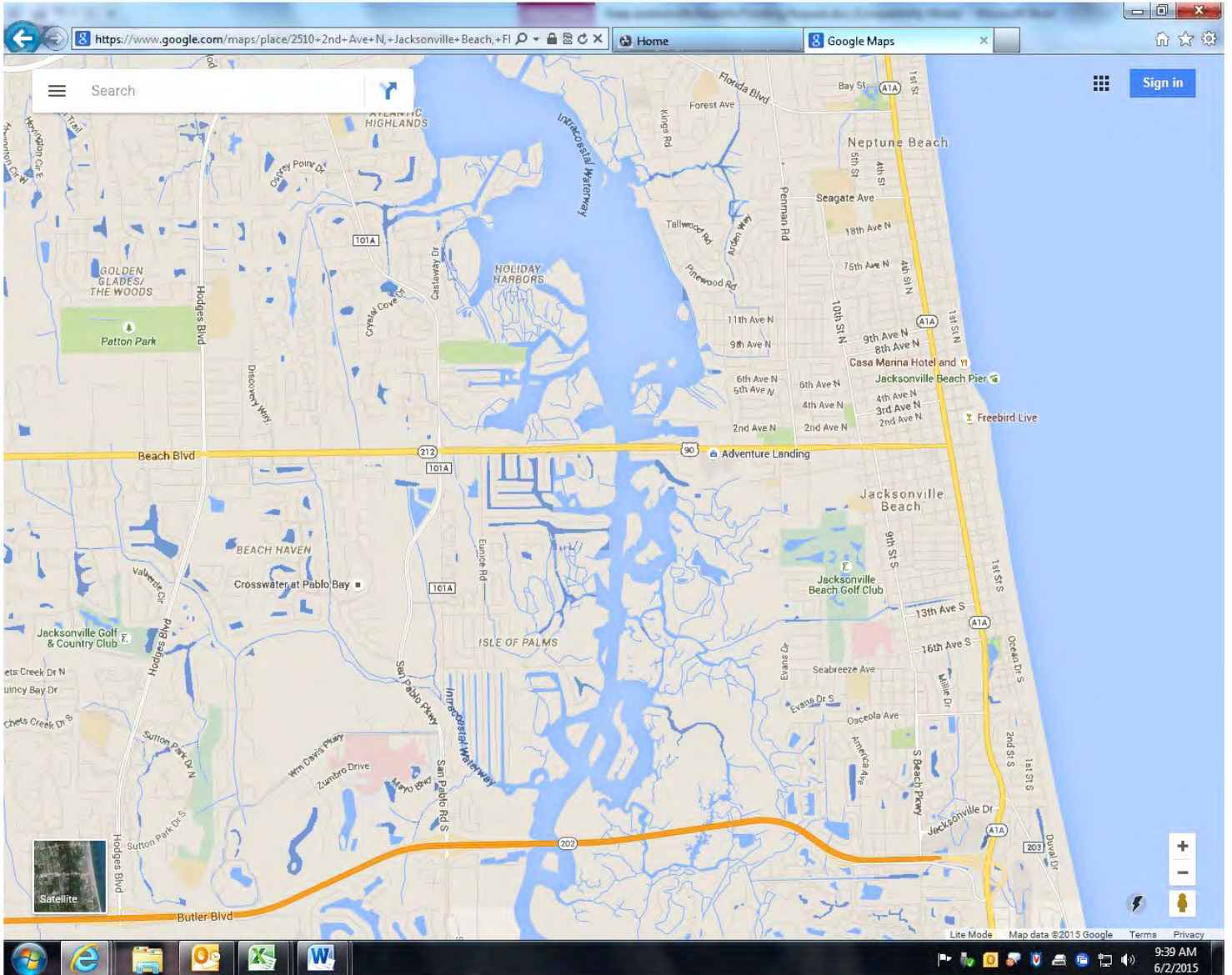
Beach Boulevard—Oceanfront
Atlantic Boulevard—Oceanfront
16th Avenue South—Oceanfront



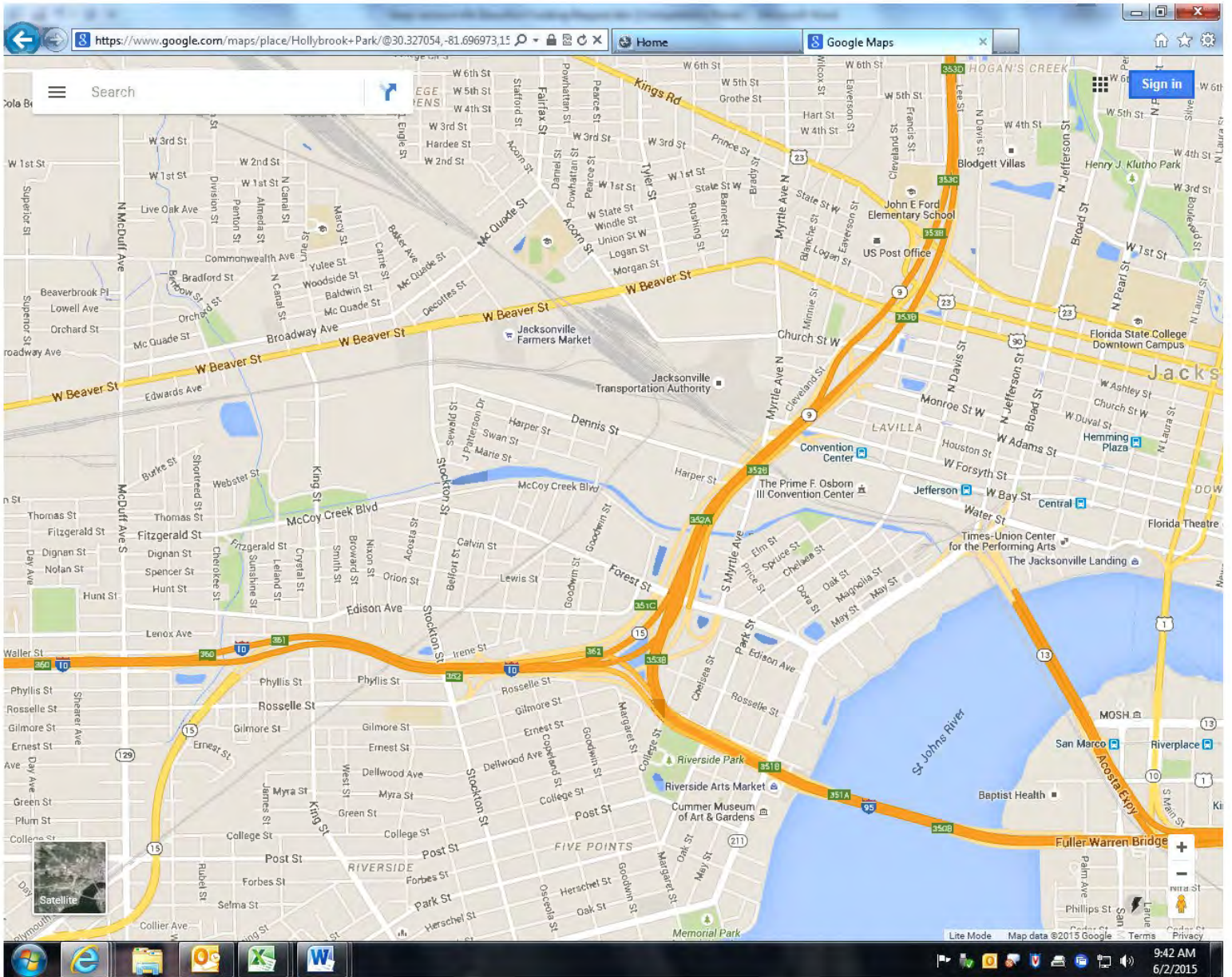
Blue Cypress Park/Reddie Point



Intracoastal Waterway



Holly Brook Park (Tributary)





Growth and Resource Management Department
Environmental Management
440 S. Beach Street, Daytona Beach, FL 32114
www.volusiaseaturtles.org

February 27, 2020

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Dear Mr. Crosley:

Attached for the Governing Board's consideration is a request for Waterway Cleanup Assistance to fund the annual East Volusia Beach and River, International Coastal Cleanup on September 19, 2020. This annual event has been sponsored by F. I.N.D. since 2012. Prior to that date, two separate events which were the Halifax and Indian River Lagoon (HIRL) and Ocean Conservancy International Coastal Cleanup (ICC) were also supported by F.I.N.D..

In 2019, this popular event had a great turnout. The event garnered a total of **1,631 volunteers: 1,393 adults and 238 children**. In total, participants cleaned **7,302 pounds of trash and recyclables** from **32 sites** via walking, motor boats, scuba diving, paddleboards and kayaks.

During this event, participants not only remove and dispose of the trash and recyclables from our waterways, but they record the types of trash found on a data card provided by the Ocean Conservancy. In total during 2019, **98,978 total trash items** were collected and recorded by volunteers. A summary of the top ten items is included in the table below.

<u>Top Ten Trash Items Found During Clean-ups</u>	<u>2017 Total</u> <u>Items</u>	<u>2018 Total</u> <u>Items</u>	<u>2019 Total</u> <u>Items</u>
Plastic Pieces	20,038	17,969	30,914
Beverage Bottles (Plastic)	2,039	2,226	1,841
Foam Pieces	3,551	5,891	12,575
Bottle Caps, Lids (Plastic)	17,503	9,875	15,753
Other Plastic/Foam Packaging	1,275	1,830	1,825
Cigarettes/Cigarette Filters	5,645	27,389	11,607
Cups, Plates, Forks, Knives, Spoons (Plastic, Paper & Foam)	2,035	1,325	2,935
Food Wrappers/Containers (Plastic & Foam)	3,278	1,002	3,391
Glass Beverage Bottles & Beverage Cans	1,589	2,437	1,739
Straws & Stirrers	3,515	2,225	5,284
<u>Top Ten Total Items Removed</u>	60,468	72,169	87,864

More clean-up information and photographs from the 2019 event can be viewed at our website at www.volusia.org/cleanup. In 2020, we are looking forward to another successful event. The proposed cleanup site locations (32) for 2020 are below. Enclosed is a map with these locations and general clean-up parameters, indicating which sites are river or beach sites. Also included is a Project Budget Estimate.

Meeting Site Name	Meeting Location Address	City
Sea Oats Terrace Area	Sea Oats Terrace	Ormond-By-The-Sea
Bicentennial Park	1800 N. Oceanshore Blvd.	Ormond-By-The-Sea
Tom Renick Park	1575 Oceanshore Blvd.	Ormond-By-The-Sea
Sanchez Park	329 Sanchez Ave.	Ormond Beach
Granada Approach	Granada Approach	Ormond Beach
Andy Romano Park	839 S. Atlantic Ave.	Ormond Beach
Sunrise Park South	1135 Riverside Dr.	Holly Hill
Sunsplash Park	611 S. Atlantic Ave.	Daytona Beach
City Island Park	105 E. Magnolia Ave.	Daytona Beach
Frank Rendon Park	2705 S. Atlantic Ave.	Daytona Beach Shores
Van Avenue Park	3101 S. Atlantic Ave.	Daytona Beach Shores
Riverside Pavillion Park	3431 Ridgewood Ave.	Port Orange
Port Orange Causeway Park	93 Dunlawton Ave.	Port Orange
Dahlia Park	3625 S. Atlantic Ave.	Daytona Beach Shores
Toronita Approach	Toronita Approach	Wilbur by the Sea
Winter Haven Park	4589 S. Atlantic Ave.	Ponce Inlet
Spruce Creek Preserve/ Doris Leeper Park	30 Divito Dr.	New Smyrna Beach
Inlet Harbor Walkover	Inlet Harbor Walkover	Ponce Inlet
Lighthouse Point Park (Beach)	5000 S. Atlantic Ave.	Ponce Inlet
Lighthouse Point Park (River)	5000 S. Atlantic Ave.	Ponce Inlet
NSB Jetty area	NSB Jetty area	New Smyrna Beach
Smyrna Dunes Park	2995 N. Peninsula Ave.	New Smyrna Beach
Turnbull Bay	2880-2902 Sunset Dr.	New Smyrna Beach
North Beach Community Park	Sapphire Road & North Atlantic Ave.	New Smyrna Beach
Flagler Beach Park	100 Buenos Aires	New Smyrna Beach
Callalisa Creek	429 East 3 rd Avenue	New Smyrna Beach
Smyrna Yacht Club	1201 S. Riverside Drive	New Smyrna Beach
27th Ave. Park	3701 S. Atlantic Ave	New Smyrna Beach
George Kennedy Park	103 N Riverside Dr.	Edgewater
Hiles Blvd. approach	Hiles Blvd. approach	New Smyrna Beach
Mary McLeod Bethune Beach Park	6656 S. Atlantic Ave.	New Smyrna Beach
River Breeze Park	250 H.H. Burch Rd.	Oak Hill

Historically, the Governing Board has generously supported the work of Volusia County and approval of this request would continue that valued tradition. Environmental Management is honored to coordinate this event and would administer the grant monies according to program guidelines.

If I can be of further assistance regarding this request, please contact me at anytime at (386) 238-4716 or smccorkle@volusia.org.

Sincerely,

Sami McCorkle

Sami McCorkle
Cleanup Coordinator/ Habitat Conservation Plan Field Manager
County of Volusia Environmental Management Division
440 S. Beach Street
Daytona Beach, FL 32114
(386) 238-4716
(386) 238-4772 (fax)

**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAY CLEANUP ASSISTANCE PROGRAM**

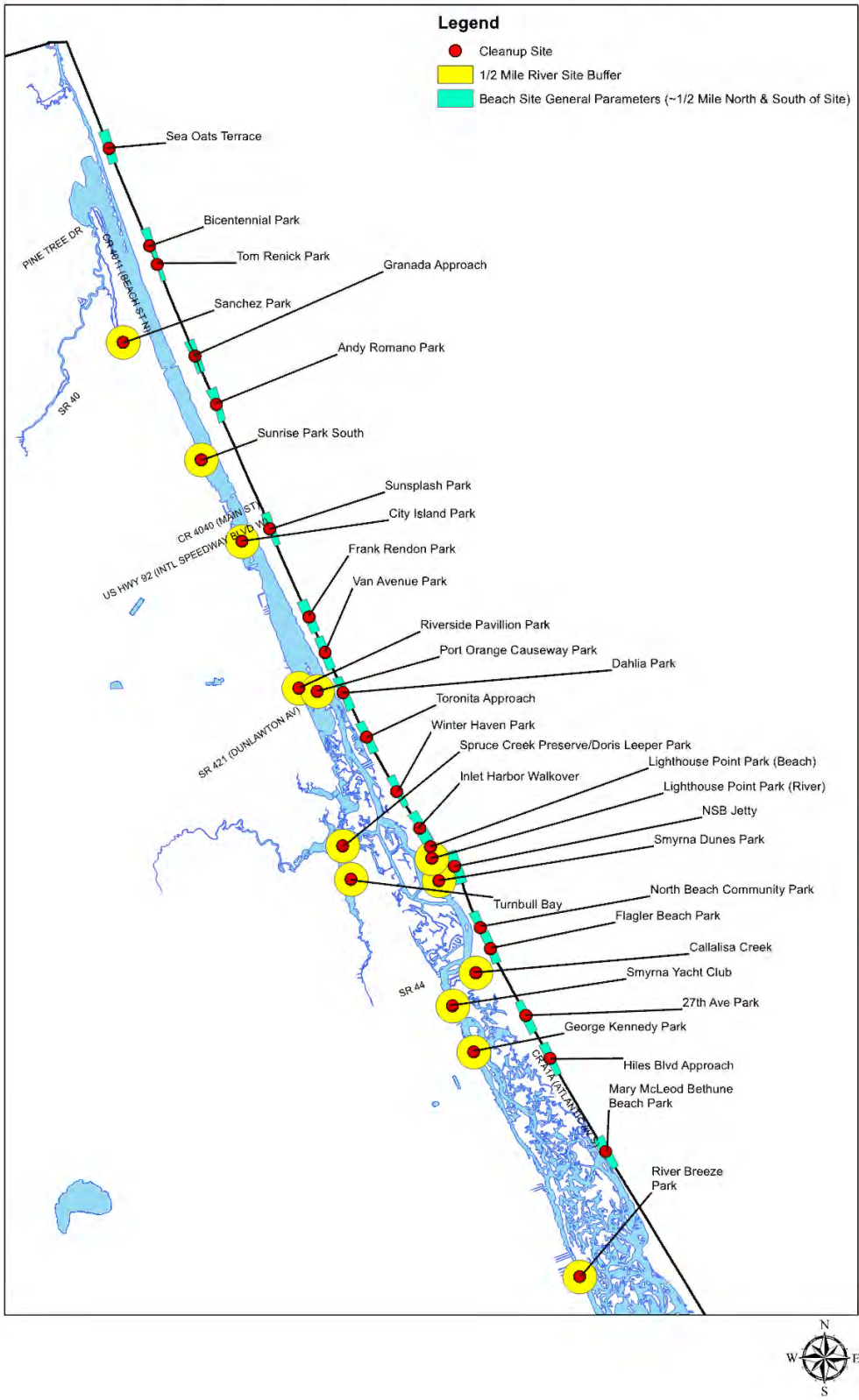
PROJECT BUDGET ESTIMATE

PROJECT TITLE: East Volusia Beach and River International Coastal Cleanup

APPLICANT: Volusia County Environmental Management

Expenditures	Estimated Cost (\$)	Applicant Responsibility (\$)	FIND Proposed Assistance (\$)
Staff mileage	250	250	0
Staff coordination time	3,500	3,500	0
Office supplies	300	300	0
Advertising	Unknown	All	0
Gloves	200	200	0
Posters (donated by the Ocean Conservancy)	Unknown	0	0
Garbage bag (donated by the Ocean Conservancy)	Unknown	0	0
Trash/ recyclable material removal (beach sites) (donated by CFB Outdoors)	Unknown	0	0
Trash removal (river sites) (donated by Waste Pro)	Unknown	0	0
Tipping Fees at landfill (sponsored by Keep Volusia County Beautiful)	Unknown	0	0
Pavillion Rentals (donated by Volusia County Coastal Division, Volusia County Parks & Recreation, Ormond Beach Leisure Services, City of New Smyrna Beach, City of Holly Hill, City of Daytona Beach, City of Port Orange, Edgewater Leisure Services)	Unknown	0	0
Promotional participant give-away	5,000	0	5,000
Total Expenses:	\$8,930.00	\$3,930.00	\$5,000.00

2020 International Coastal & Halifax River Cleanup Proposed Sites Volusia County, FL





Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

February 11, 2020

Mr. Mark Crosley, Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, FL 33477-9427

Re: FIND Small-Scale Derelict Vessel Removal Program Application Fiscal Year 2019-2020 – Miami-Dade County

Dear Mr. Crosley:

Please find enclosed a completed Small-Scale Derelict Vessel Removal Program Application submitted on behalf of the Miami-Dade County Department of Regulatory and Economic Resources' Division of Environmental Resources Management (DERM). DERM is applying for funding to offset the costs to remove and dispose of four (4) derelict vessels located in the District's waterways within Miami-Dade County. Two of the vessels were removed from Biscayne Bay and one from the Miami River in October of 2019, while the fourth was removed from Biscayne Bay in December of 2019. The vessels' locations ranged from within the Intracoastal Waterway to within approximately 1.2 miles of the Intracoastal Waterway and all the vessels represented hazards to navigation and/or to the environment.

The contracted cost for the removal and disposal of these vessels totaled \$24,100.00. We are requesting that FIND fund 75% percent of these costs (i.e. \$18,075.00). The remaining contracted costs (i.e. \$6,025.00) are being met 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 FWC derelict vessel database reports and photos of each of the four derelict vessels, aerial photo maps showing the vessels' locations, and tally sheets of the contractor bids. We respectfully request that this application be considered 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 ricisj@miamidade.gov.

Sincerely,

John Ricisak, Project Supervisor
Coastal Resources Section

With enclosure: FY19-20 Small-Scale Derelict Vessel Removal Grant Application

Cc: Spencer Crowley



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

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

Project Title: Biscayne Bay Derelict Vessel Removal & Disposal

Contact Person: John Ricisak

Title: Environmental Resources Project Supervisor

Address: 701 NW 1 Court – 6th Floor West

Miami, Florida Zip Code: 33136

Telephone: 305-372-6581 Fax: 305-372-6479

Email: john.ricisak@miamidade.gov

Number of Vessels and waterway locations: Four vessels located in the Biscayne Bay Aquatic Preserve (3 in Biscayne Bay, 1 in Miami River) at various locations (See attached vessel reports, photographs, and location maps).

Vessel Distance from the Intracoastal Waterway: Approximately 0.0 to ~1.2 mile

Total Estimated Costs to removal all vessels: \$24,100.00 FIND Funding Requested: \$18,075.00
% of total cost: 75%. (See attached Form # 01-06 listing each vessel removed / to be removed and contractor bid sheets)

Amount and Source of Applicants Matching Funds: Matching funds of \$6,025.00 provided from Miami-Dade County's Biscayne Bay Environmental Enhancement Trust Fund.

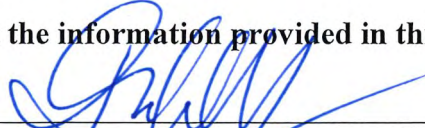
Other (non-FIND) Assistance applied for (name of program and amount) N/A

Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FFWCC) (or other applicable marine law enforcement agency) as derelict? Yes.

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: 
JACK OSTERHOLT, DEPUTY MAYOR

DATE: 2/10/2020

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 RER-DERM

PROJECT: Biscayne Bay A. P. Derelict Vessel Removal & Disposal – Fall 2019

VESSEL LOCATION AND IDENTIFICATION: See attached.

Project Elements	Vessel Cost	Applicant's Cost	FIND Cost
<i>Removal and disposal of four derelict vessels between 20 and 38 feet in length</i>			
1) FWSB-19-OFF-011201 (31' powerboat)	\$8,300.00	\$2,075.00	\$6,225.00
2) CMPD1905070033975 (38' powerboat)	\$11,400.00	\$2,850.00	\$8,550.00
3) FWSB-19-OFF-006450 (28' powerboat)	\$2,600.00	\$650.00	\$1,950.00
4) FWSB-19-OFF-010867 (20' powerboat)	\$1,800.00	\$450.00	\$1,350.00

**** TOTALS =** **\$ 24,100.00** **\$6,025.00** **\$18,075.00**

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

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

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

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

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

(4) District funding shall be limited to \$30,000 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.



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT
AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT

DV#1



FWC Case: FWSB-19-OFF-011201 dvId: 15618 N331 Non-FWC DV Report Closed

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Derelict NOAA ADV Case

Inc Summary #: FWSB 19 -OFF-011201 Search: [] [Search]

Was This Derelict Vessel Caused by Hurricane Yes No Hurricane Name: []

Reg/Doc#: CT5085AN Length: 31' Make: Bayhead Yacht Corp. HIN: BYL566069575

Vessel Currently Registered Yes No Registration Expiration Date: 04/30/2015 State: CT

Hull Material: Wood Fiberglass Metal Rubber Concrete Other

Color: WHITE Motor Attached: Yes No Motor Type: Inboard

Vessel Type: CABIN CRUISER-POWER VESSEL-RECRE. Vessel Style: POWER VESSEL Vessel Use: RECREATIONAL

Name on Vessel: TAKE FIVE Other Identifiers: [] Floating: Yes No

Vessel Owner/Custodian - First Name: DAVID Last Name: BREAU MI: K

Date of Birth: [] Drivers License #: [] DL State: FL

Boat Registration - Address: 14203 BARBAROSSA LANE

City: PORT CHARLOTTE State: FL Zip: 33983 Other Id: []
860-751-4631

Physical Location of Vessel: ICW, NORTH OF THE 79TH STREET BRIDGE

County: MIAMI-DADE Latitude: 25 51.435 N Longitude: 080 09.903 W [Validate] [Map] Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)

Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value

Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)

Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another

PART C:

Additional Vessel Information (Check All That Apply):

Other Property Damage: Yes No Explain: []

Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain): Hurricane Irma

Location Owner: State of Florida Waters State Submerged Lands Federal Property Other
(Explain): []

Location Owner - First Name: [] MI: [] Last Name: []
Address: [] City: [] State: [] Zip: []

Is Vessel Submerged: Yes No % Submerged: 100 Depth in feet: 10

Vessel Threat / Damage

Threat/Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vessel is sunk near channel
Damage to Submerged Lands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PHOTO CARD



Sunken vessel hull being removed from edge of ICW. Note damage (at right) from recent vessel strike.

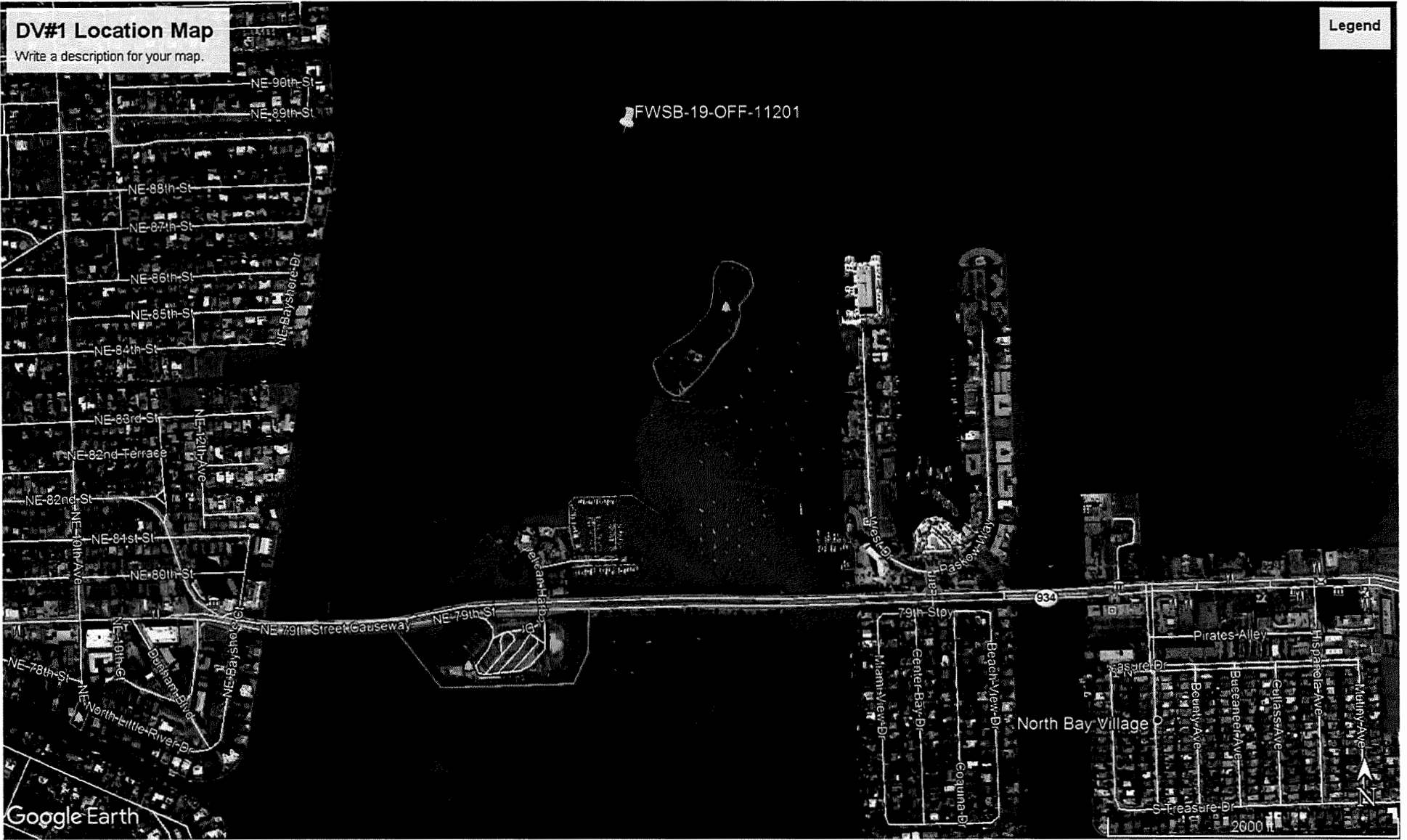


Vessel hull and superstructure removed.

DV#1 Location Map

Write a description for your map.

Legend





FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 DIVISION OF LAW ENFORCEMENT
 AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT

DV# 2



Other DV Report: CMPD 1905070033975 dvId: 15519 326 Non-FWC DV Report Closed

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Derelict NOAA ADV Case

Inc Summary #: --Choose-- -OFF- Search: 1905070033975 Search CMPD 1905070033975

Was This Derelict Vessel Caused by Hurricane Yes No Hurricane Name:

Reg/Doc#: FL 6495 PW Length: 38 Make: UNKNOWN HIN: 17

Vessel Currently Registered Yes No Registration Expiration Date: 04/01/2020 State: FL

Hull Material: Wood Fiberglass Metal Rubber Concrete Other

Color: WHITE/BLUE Motor Attached: Yes No Motor Type: INBOARD

Vessel Type: CABIN CRUISER-POWER VESSEL-RECRE, Vessel Style: POWER VESSEL Vessel Use: RECREATIONAL

Name on Vessel: NONE Other Identifiers: Floating: Yes No

Vessel Owner/Custodian - First Name: JEFFREY Last Name: HUBBARD MI: N

Date of Birth: Drivers License #: DL State: GA

Boat Registration - Address: 144 PIGKET ROW

City: SAVANNAH State: GA Zip: 31410 Other Id:

Physical Location of Vessel: VISCAYA MUSEUM CHANNEL

County: MIAMI-DADE Latitude: 25 44.48028 N Longitude: 080 12.3942 W Validate Map Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)

Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value

Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)

Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another

PART C:
 Additional Vessel Information (Check All That Apply):

Other Property Damage: Yes No Explain:

Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain):

Location Owner: State of Florida Waters State Submerged Lands Federal Property Other (Explain):

Location Owner - First Name: MI: Last Name:

Address: City: State: Zip:

Is Vessel Submerged: Yes No % Submerged: 70 Depth in feet: 7

Vessel Threat / Damage

Threat/Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO ANCHOR LIGHT
Damage to Submerged Lands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DESTROY ON BOTTOM



6/5/2019 – Vessel sunk and beginning to break up.

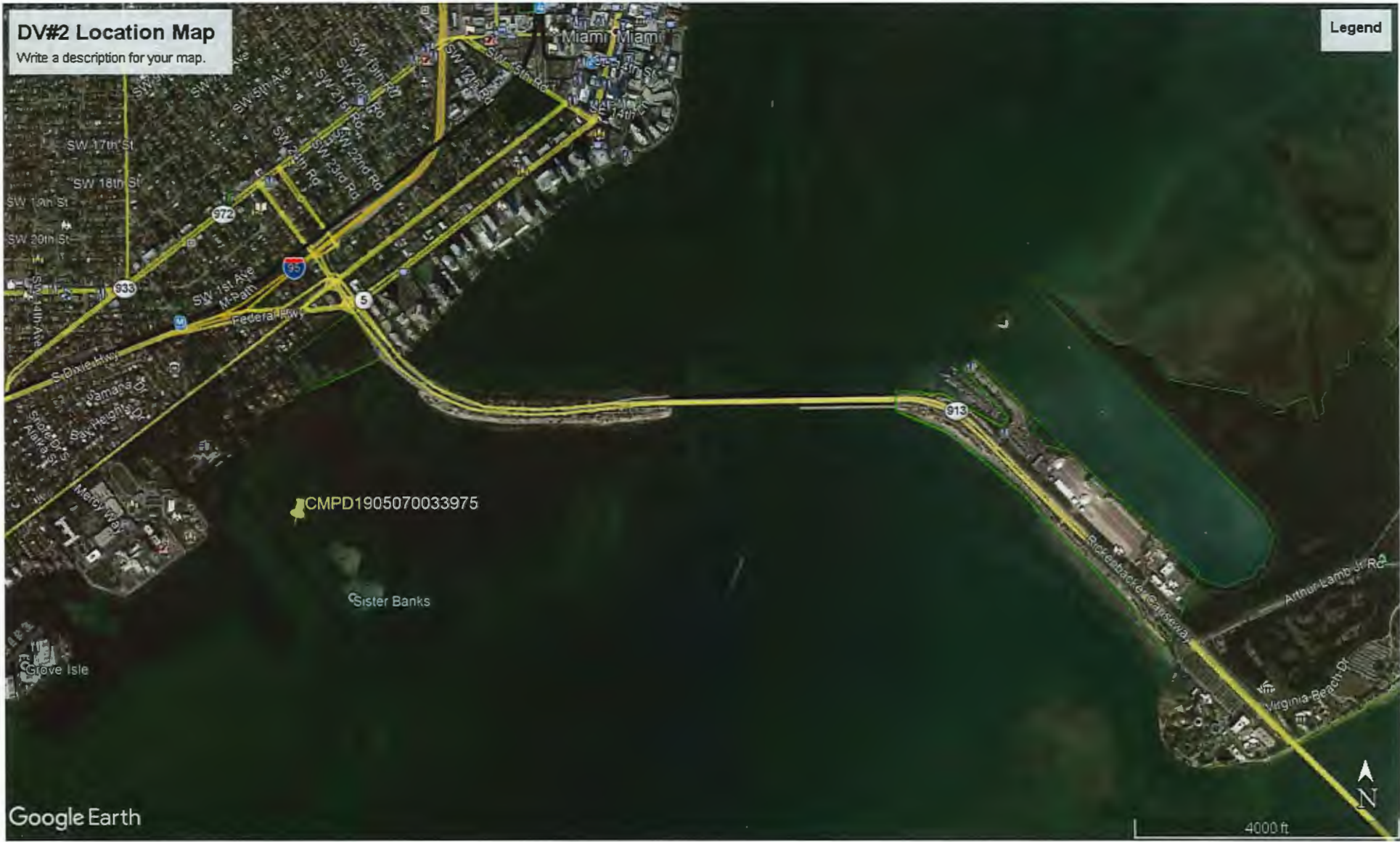


10/16/2019 – Vessel removed in pieces.

DV#2 Location Map

Write a description for your map.

Legend



Google Earth



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT
AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT

DV#3



FWC Case: FWSB-19-OFF-006450 dvId: 15538 N775 Non-FWC

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Derelict NOAA ADV Case

Inc Summary #: FWSB 19 -OFF-006450 Search: Search

Was This Derelict Vessel Caused by Hurricane Yes No Hurricane Name:

Reg/Doc#: FL6040GM Length: 28.1 Make: HIN: XPD00057E090

Vessel Currently Registered Yes No Registration Expiration Date: 10/02/2017 State: FL

Hull Material: Wood Fiberglass Metal Rubber Concrete Other

Color: WHITE Motor Attached: Yes No Motor Type: INBOARD

Vessel Type: TRAWLER COMMERCIAL-POWER VESSEL Vessel Style: POWER VESSEL Vessel Use: COMMERCIAL

Name on Vessel: VICKEN Other Identifiers: Floating:

Yes No

Vessel Owner/Custodian - First Name: GEORGE Last Name: ARCHBOLD MI: E

Date of Birth: Drivers License #: DL State: FL

Boat Registration - Address: 247 SW 8TH ST # 179

City: MIAMI State: FL Zip: 33130 Other Id:

Physical Location of Vessel: MIAMI RIVER NORTH SIDE UNDER THE I-95 OVERPASS.

County: MIAMI-DADE Latitude: 25 46.254 N Longitude: 080 11.934 W Validate Map Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)

Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value

Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)

Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another

PART C: Additional Vessel Information (Check All That Apply):

Other Property Damage: Yes No Explain:

Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain): NEGLECT

Location Owner: State of Florida Waters State Submerged Lands Federal Property Other (Explain):

Location Owner - First Name: MI: Last Name:
Address: City: State: Zip:

Is Vessel Submerged: Yes No % Submerged: 0 Depth in feet: 0

Vessel Threat / Damage

Threat/Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO ANCHOR LIGHT.

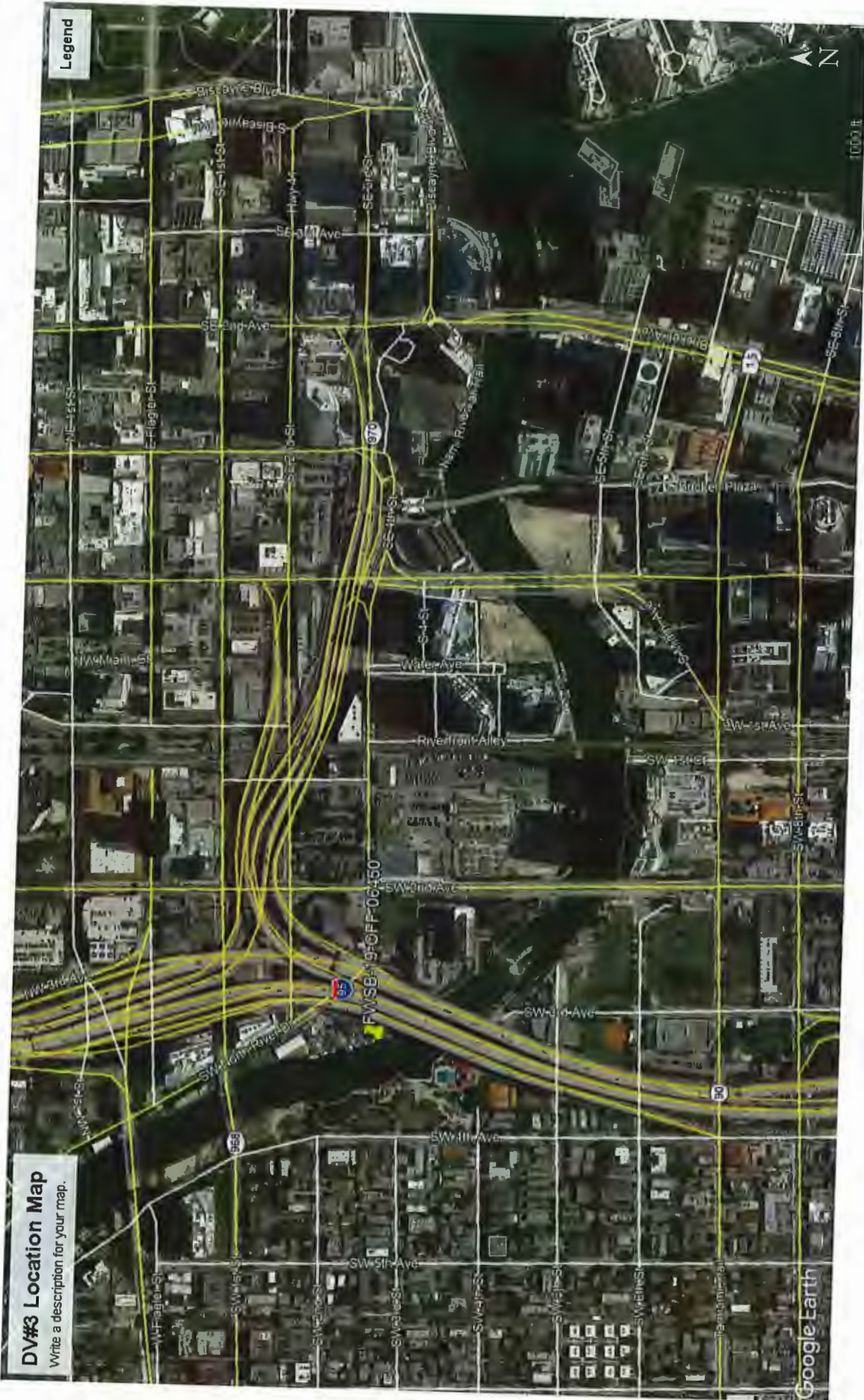
PHOTO CARD



5/21/19 - Derelict commercial vessel abandoned on Miami River.



10/1/19 - Vessel removed from the water prior to demolition and disposal.



DV#3 Location Map
Write a description for your map.

Legend

Google Earth

1000 ft



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT
AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT

DV#4



FWC Case: FWSB-19-OFF-010867 dvId: 15611 N331 Non-FWC DV Report Closed

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Derelict NOAA ADV Case

Inc Summary #: FWSB 19 -OFF-010867 Search:

Was This Derelict Vessel Caused by Hurricane Yes No Hurricane Name:

Reg/Doc#: FL0154PE Length: 20' Make: Bombardier HIN: USCEC27007K910

Vessel Currently Registered Yes No Registration Expiration Date: 04/21/2019 State: FL

Hull Material: Wood Fiberglass Metal Rubber Concrete Other

Color: WHITE Motor Attached: Yes No Motor Type: Inboard

Vessel Type: RUNABOUT-POWER VESSEL-RECREATIO Vessel Style: POWER VESSEL Vessel Use: RECREATIONAL

Name on Vessel: Other Identifiers: Numbers 66 on both sides Floating: Yes No

Vessel Owner/Custodian - First Name: CHRISTOPHE Last Name: SCHAEFFER MI:

Date of Birth: Drivers License #: DL State: FL

Boat Registration - Address: 20533 BISCAYNE BLVD., APT 4760

City: AVENTURA State: FL Zip: 33180-1529 Other Id:

Physical Location of Vessel: BISCAYNE BAY, WEST SIDE OF OLETA RIVER STATE PARK WATERS

County: MIAMI-DADE Latitude: 25 54.71898 N Longitude: 080 07.971 W Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)

Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value

Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)

Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another

PART C:

Additional Vessel Information (Check All That Apply):

Other Property Damage: Yes No Explain:

Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain): Neglect

Location Owner: State of Florida Waters State Submerged Lands Federal Property Other
(Explain):

Location Owner - First Name: MI: Last Name:
Address: City: State: Zip:

Is Vessel Submerged: Yes No % Submerged: 90 Depth in feet: 10

Vessel Threat / Damage

Threat/Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vessel is sunk, possible navigation hazard
Damage to Submerged Lands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



8/12/19 Vessel capsized in Biscayne Bay off Oleta River State Recreation Area.



12/18/19 - Vessel disposed of at landfill.



DV#4

Write a description for your map.

FWSB-19-OFF-10867

ICW

Google Earth

1000 ft



Legend
Feature 1
FKNIMS Boundary

TALLY SHEET

Solicitation Number:
 Summary Description: DERELICT VESSEL REMOVAL
 Solicitation Opening/ Closing Date: 9/13/19-9/18/19
 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)

Items being procured per current solicitation			KEARNS CONSTRUCTION		DOCK & MARINE		BISCAYNE TOWING					
Item no.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	CMPDI905070033975	1	\$11,400.00	\$ 11,400.00	\$12,380.00	\$ 12,380.00	\$16,530.00	\$ 16,530.00				
2	FWSB-19-OFF-011201	1	\$ 8,300.00	\$ 8,300.00	\$ 8,264.00	\$ 8,264.00	\$13,485.00	\$ 13,485.00				
Subtotal			\$ 19,700.00		\$ 20,644.00		\$ 30,015.00					
Evaluation adjustment 10% local preference			\$ 17,730.00		\$ 18,579.60		\$ 27,013.50					
Evaluation adjustment 5% locally headquartered			\$ 16,745.00		\$ 17,547.40							
SBE adjustment 10%												
Total evaluated price:			\$ 16,745.00		\$ 17,547.40		\$ 27,013.50					

Optional Items (not included in evaluated price)
 Identify Non-responsive vendors and reason:
RFQ SENT TO ALL THE VENDORS ON THE DERELICT VESSEL REMOVAL CONTRACT, ONLY 3 RESPONDED WITH BIDS. /
2 WERE ALSO LOCALLY HQ ONE OF WHICH WAS THE LOW BID

21

TALLY SHEET

Solicitation Number:
 Summary Description: **DERELICT VESSEL REMOVAL**
 Solicitation Opening/ Closing Date: **9/13/19-9/18/19**
 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)

Items being procured per current solicitation			BLUE WATER MARINE SVCS		KEARNS CONSTRUCTION		DOCK & MARINE		BISCAYNE TOWING			
Item no.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	FWSB-19-OFF-6450	1	\$2,600.00	\$ 2,600.00	\$5,900.00	\$ 5,900.00	\$6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00		
Subtotal				\$ 2,600.00		\$ 5,900.00		\$ 6,300.00		\$ 6,300.00		
Evaluation adjustment 10% local preference				\$ 2,340.00		\$ 5,310.00		\$ 5,756.40		\$ 5,670.00		
Evaluation adjustment 5% locally headquartered				\$ 2,210.00		\$ 5,015.00		\$ 5,436.60				
SBE adjustment 10%				\$ 1,950.00								
Total evaluated price:				\$ 1,950.00		\$ 5,015.00		\$ 5,436.60		\$ 5,670.00		

Optional Items (not included in evaluated price)
 Identify Non-responsive vendors and reason:
RFQ SENT TO ALL THE VENDORS ON THE DERELICT VESSEL REMOVAL CONTRACT, 4 RESPONDED WITH BIDS ALL LOCAL, 3 LOCALLY HQ AND ONE WAS SBE AND WAS THE LOW BID

3

TALLY SHEET

Solicitation Number: 19-11/
 Summary Description: REMOVAL OF DERELICT VESSEL
 Solicitation Opening/ Closing Date: 11/19/19-11/22/19
 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)

Items being procured per current solicitation			BLUE WATER MARINE		KEARNS CONSTRUCTION					
Item no.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	REMOVAL OF DERELICT VESSEL, FWSB-19-OFF-10867	1	\$1,800.00	\$ 1,800.00	\$ 3,700.00	\$ 3,700.00				
Subtotal				\$ 1,800.00		\$ 3,700.00				
Evaluation adjustment 10% local preference										
Evaluation adjustment 5% locally headquartered										
SBE adjustment 10%										
Total evaluated price:				\$ 1,800.00		\$ 3,700.00				

Optional Items (not included in evaluated price)
 Identify Non-responsive vendors and reason:
RFQ SENT TO ALL THE VENDORS ON THE DERELICT VESSEL REMOVAL CONTRACT, ONLY 2 RESPONDED WITH BIDS, BOTH LOCAL AND LOCALLY HQ/

4

Disaster Relief Assistance Projects Requesting a One (1) Year Extension

Project Sponsor	Project Name	Project Number	Reason for Extension	Current expiration date	Expiration date with 1-yr extension
City of Cocoa	Cocoa Waterfront Repairs	BV-CO-17-139E	Multiple design changes	3/31/2020	3/31/2021
Miami-Dade County	Miami-Dade Hurricane Irma Marina Repairs	DA-17-224E	Repair work ongoing	3/31/2020	3/31/2021
City of Edgewater	Geroge Kennedy Park Boat Ramp Replacement	VO-EW-17-121E	Delayed bid package	9/30/2019	9/30/2020



Community Services Department⁵¹
65 Stone Street
Cocoa, FL 32922
321-433-8509

January 14, 2020

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

RE: Cocoa Emergency Reconstruction Project
Project: BV-CO-17-134E

Dear Ms. Zimmerman:

The purpose I am writing you is to request permission of the Florida Inland Navigation District (FIND) to extend the termination date of our Cocoa Emergency Reconstruction Project grant (BV-CO-17-134E). The project is not expected to be completed by the termination date of March 31, 2020. Currently, the project is at approximately 20% completion.

The delays are related to multiple design changes over the last several months. Once the project went out for bid and the bids were received, additional delays occurred. Staff evaluated and recommended award to the lowest bidder, Canaveral Construction on December 12, 2019. Immediately following that recommendation, Rush Marine filed a protest, thus causing a minimum of 60 days delay in award. We do not anticipate awarding a bid to a contractor until this protest is resolved.

The City is requesting an extension as allowed in the agreement for one year, until March 31, 2021. It is not anticipated that the City will need that entire time to complete the project, but would request the full administrative extension.

If you have any further questions, please contact me.

Regards,

Charlene Neuterman
Deputy Director
Community Services
321-433-8509



miamidade.gov

Parks, Recreation and Open Spaces Department

275 N.W. 2nd Street
Miami, Florida 33128
T 305-755-7830

Tuesday, February 11, 2020

Ms. Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road,
Jupiter, Florida 33477-9427

Re: Project Extension Request for Miami-Dade Hurricane Irma Repairs (DA-17-224E)

Dear Ms. Zimmerman:

This letter is to request an extension of the Miami-Dade Hurricane Irma Marina Repairs project. The department encountered delays including the process of identifying additional repairs that would be eligible under FEMA's approved list since they are providing a 75% match for this project along with FIND 25% match.

Our request is to extend the project for an additional year through March 31, 2021. We believe that if FIND approves this extension we will have sufficient time to complete the grant deliverables and close-out the grant project successfully.

If you have any questions or concerns relating to the above-referenced project, please feel free to call me at (305) 755-7830 or via email at keria.rebustillo@miamidade.gov.

Thank you for your gracious consideration.

My Best,

A handwritten signature in blue ink, appearing to read "Keria Rebustillo".

Keria Rebustillo,
Grants Specialist





January 23, 2020

Janet Zimmerman, Assistant Executive Director
 Florida Inland Navigation District (FIND)
 1314 Marcinski Rd
 Jupiter, FL 33477

RE: VO-EW-17-121E George Kennedy Park Boat Ramp Replacement
 1 -Year Extension Request due to Extenuating Circumstances

Dear Ms. Zimmerman,

Please accept this letter as a request to extend the above-mentioned project for 1 year due to extenuating circumstances.

Due to Hurricane Matthew October of 2016 and Hurricane Irma September of 2017, the City of Edgewater endured an overwhelmingly abundance of destruction to public property and the highest amount of debris in Volusia County from Hurricane Matthew. The cleanup from both of these storms cost the City of Edgewater more than \$5 Million, thus extinguishing all the reserves. To date, the City has thankfully received some reimbursement from FEMA for Hurricane Matthew and Hurricane Irma. In addition, the Engineering drawings needed to create a bid package for this project took 1 year to create. We have made great progress however; the Notice to Proceed letter was issued January 7, 2020. The construction project is scheduled to be completed in 240 days.

The City of Edgewater has been diligently working with FEMA for reimbursement and this project is fully funded. If FIND can extend the grant for one year, the City is confident that the project will be completed within the expected time frame. The project time line is attached.

Thank you for your consideration.

Respectfully,

Glenn Irby
 City Manager

Initial Project Schedule - George Kennedy Park
Status Date: NA

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep
1		Notice to Proceed (estim date)	0 days	Mon 12/30/19	Mon 12/30/19	4,5			12/30								
2		Construction	157 days	Mon 12/30/19	Fri 8/7/20												
3		Mobilization	10 days	Mon 12/30/19	Mon 1/13/20		11										
4		Survey Layout	3 days	Mon 12/30/19	Thu 1/2/20	1											
5		MOT Install	2 days	Mon 12/30/19	Tue 12/31/19	1	6SS										
6		Erosion Control Install	2 days	Mon 12/30/19	Tue 12/31/19	5SS	7										
7		Initial delivery - equipment, gen conditions	8 days	Thu 1/2/20	Mon 1/13/20	6	8SS										
8		Temp Facilities	5 days	Thu 1/2/20	Wed 1/8/20	7SS											
9		Boat Ramp and Accessory Docks	74 days	Tue 1/14/20	Fri 4/24/20												
10		Cofferdam System Install	66 days	Tue 1/14/20	Tue 4/14/20												
11		Cofferdam Perimeter install	10 days	Tue 1/14/20	Mon 1/27/20	3	12										
12		Dewatering equipment install	5 days	Tue 1/28/20	Mon 2/3/20	11	13,15,49										
13		Remove Cofferdam System	5 days	Wed 4/8/20	Tue 4/14/20	12,32											
14		Demolition	8 days	Tue 2/4/20	Thu 2/13/20		19										
15		Remove riprap and store for reinstall	2 days	Tue 2/4/20	Wed 2/5/20	12	16										
16		Remove existing docks, gangway and pilings	5 days	Thu 2/6/20	Wed 2/12/20	15	17										
17		Remove existing erosion mat	1 day	Thu 2/13/20	Thu 2/13/20	16											
18		Sheet-pile system install	51 days	Fri 2/14/20	Fri 4/24/20												
19		Drive sheet-pile UC 50, flush with ramp	6 days	Fri 2/14/20	Fri 2/21/20	14	24										
20		Drive sheet-pile UC 75	5 days	Wed 4/8/20	Tue 4/14/20	32	21										
21		Install sheet-pile cap UC 1800	5 days	Wed 4/15/20	Tue 4/21/20	20	22										
22		Backfill to match existing grade	3 days	Wed 4/22/20	Fri 4/24/20	21											
23		Ramp Slabs	34 days	Mon 2/24/20	Thu 4/9/20												
24		Subbase prep 12" Min. compacted #57	10 days	Mon 2/24/20	Fri 3/6/20	19	25										
25		1st Slab Form and tie rebar	5 days	Mon 3/9/20	Fri 3/13/20	24	26										
26		1st Slab Pour	2 days	Mon 3/16/20	Tue 3/17/20	25	27										
27		2nd Slab Form and tie rebar	5 days	Wed 3/18/20	Tue 3/24/20	26	28										
28		2nd Slab Pour	2 days	Wed 3/25/20	Thu 3/26/20	27	30										
29		Fixed Concrete docks (2)	8 days	Fri 3/27/20	Tue 4/7/20												
30		Stemwall sides	3 days	Fri 3/27/20	Tue 3/31/20	28	31										
31		Structural fill	3 days	Wed 4/1/20	Fri 4/3/20	30	32										
32		Top slab	2 days	Mon 4/6/20	Tue 4/7/20	31	33,13,20,35										
33		Handrails install	2 days	Wed 4/8/20	Thu 4/9/20	32											
34		Accessory Docks install	10 days	Wed 4/8/20	Tue 4/21/20												
35		Set concrete floating docks (2)	2 days	Wed 4/8/20	Thu 4/9/20	32	36										
36		Concrete pile install (4)	5 days	Fri 4/10/20	Thu 4/16/20	35	37										
37		Alum Gangway Set (2)	3 days	Fri 4/17/20	Tue 4/21/20	36											
38		Observation Pier remove and replace	100 days	Tue 3/3/20	Wed 7/22/20		58										
39		Demolition	8 days	Tue 3/3/20	Thu 3/12/20												
40		Remove existing decking and pavilion	3 days	Tue 3/3/20	Thu 3/5/20	49	41										
41		Remove existing piles	5 days	Fri 3/6/20	Thu 3/12/20	40	43										
42		Observation Pier replace	40 days	Wed 5/27/20	Wed 7/22/20												
43		Formwork for pile install	5 days	Wed 5/27/20	Tue 6/2/20	41,56	44										
44		Pile installation (67)	10 days	Wed 6/3/20	Tue 6/16/20	43	45										
45		Placement of stone waterward of sheet-pile (? TBV)	10 days	Wed 6/17/20	Tue 6/30/20	44	46SS+5 days										
46		Timber Deck Install	15 days	Wed 6/24/20	Wed 7/15/20	45SS+5 da	47										
47		Pavilion Roof Install	5 days	Thu 7/16/20	Wed 7/22/20	46											
48		Existing Concrete Sheet-pile repairs	80 days	Tue 2/4/20	Tue 5/26/20		58										
49		Remove stone waterward of sheet-pile	20 days	Tue 2/4/20	Mon 3/2/20	12	50SS+10 days,40										
50		Demolition of existing structures for access	20 days	Tue 2/18/20	Mon 3/16/20	49SS+10 c	51SS+10 days										
51		Excavation and dewatering behind sheet-pile (? How many LF sections)	20 days	Tue 3/3/20	Mon 3/30/20	50SS+10	52SS days										
52		Clean and grout sheet-pile	20 days	Tue 3/3/20	Mon 3/30/20	51SS	53SS+10 days										
53		Filter fabric install	20 days	Tue 3/17/20	Mon 4/13/20	52SS+10 c	54SS+10 days										
54		Tie-rod and Deadman System Install	20 days	Tue 3/31/20	Mon 4/27/20	53SS+10 c	55SS+10 days										
55		Concrete Cap Install	20 days	Tue 4/14/20	Mon 5/11/20	54SS+10 c	56SS+10 days										
56		Backfill and Compaction	20 days	Tue 4/28/20	Tue 5/26/20	55SS+10 c	43										
57		Site Restoration	12 days	Thu 7/23/20	Fri 8/7/20												
65																	
66		Final Completion (240 Days)	0 days	Wed 8/26/20	Wed 8/26/20												

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Finance and Budget Committee Meeting
8:45 a.m., Friday, January 17, 2020
Guy Harvey Resort
860 A1A Beach Boulevard
St. Augustine Beach, St. Johns County, Florida 32080-6715**

ITEM 1. Call to Order.

Acting Committee Chair Sansom called the meeting to order at 8:46 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and, Acting Committee Chair Sansom, Chair Donaldson, Vice-Chair Blow, Treasurer Netts, and Commissioner Sansom were present. Committee Chair McCabe was absent. Ms. Zimmerman 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.

Acting Committee Chair Sansom asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the meeting agenda.

Mr. Crosley noted that a current Interest and Term of Funds Information sheet had been distributed to commissioners and staff.

ITEM 4. Public Comments.

Acting Committee Chair Sansom asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for October and November 2019.

Mr. Crosley presented the District's October and November 2019 financial statements.

Mr. Crosley stated that a Bank United CD matured in November and staff moved the funds to TD Bank at 1.51%.

Mr. Crosley stated that over \$4.5 million in accounts payables was disbursed in October and November, mostly for year-end Assistance Program funding.

Mr. Crosley stated that the DMMA M-8 Development project has been completed and closed out. He asked for questions. There were none.

Chair Donaldson made a motion to approve a recommendation to the full Board of the financial statements for October and November 2019. The motion was seconded by Treasurer Netts. Acting Committee Chair Sansom asked for any additional discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 6. **October and November 2019 Budget Summary and Project Status Expenditure Reports.**

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for October and November 2019. All projects are on track and many have been completed. He asked for questions. There were none.

ITEM 7. **Delegation of Authority Report.**

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that two (2) actions were taken from November 5, 2019 through January 6, 2020.

Chair Donaldson asked about the directive to contact the District's Washington Representative regarding the New River railroad bridge. Mr. Crosley stated that he has discussed the item with Mr. Davenport and additional action will be taken in March when the District staff is in Washington D.C. Chair Donaldson asked that the item be placed on the March agenda for Board discussion before the Washington D.C. trip.

ITEM 8. **Additional Agenda Items or Staff Comments.**

Acting Committee Chair Sansom asked if there were any additional agenda items or staff comments. There were none.

ITEM 9. **Additional Commissioners Comments.**

Acting Committee Chair Sansom asked if there were any additional Commissioner comments. There were none.

ITEM 10. **Adjournment.**

Acting Committee Chair Sansom stated that hearing no further business the meeting was adjourned at 8:57 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting
9:00 a.m., Friday, January 17, 2020
Guy Harvey Resort
860 A1A Beach Boulevard
St. Augustine Beach, St. Johns County, Florida 32080-6715**

ITEM 1. Call to Order.

Chair Donaldson called the meeting to order at 9:02 a.m.

ITEM 2. Pledge of Allegiance.

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

ITEM 3. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Donaldson, Vice-Chair Blow, Treasurer Netts, Commissioners: Crowley, Cuzzo, Isiminger, Sansom, O'Steen, Williams were present. Secretary Gernert attended by telecommunications. Commissioner McCabe was absent. Ms. Zimmerman stated that a quorum was present. Also, in attendance were Executive Director Mark Crosley, Attorney Peter Breton, Dr. Bruce Taylor, Ph.D., P.E., Jim Marino P.E., D.CE, Jerry Scarborough, P.E., Bill Aley, P.E., Mitch Doll, P.E., and Ms. Beth Lemke.

ITEM 4. Consent Agenda.

Mr. Crosley presented the Consent Agenda. He asked for questions. There were none.

Treasurer Netts made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner Cuzzo. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 5. Additions or Deletions.

Chair Donaldson asked if there were any additions or deletions to the meeting agenda. There were none.

Treasurer Netts made a motion to approve the final agenda as presented. The motion was seconded by Commissioner Williams. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 6. Public Comments.

Chair Donaldson asked if there were any public comments on issues that are not on today's agenda.

Assistant Director Billy Ziets, with St. Johns County Parks, stated that he would like to thank the Board for the following (3) three Assistance Program Grants: Palm Valley East Redesign, Vilano Redesign, and the Riverdale Boat Ramp Acquisition. He stated that the County will be applying for a grant to develop a Waterway Master Plan in March of 2020.

Chair Donaldson suggested that the County contact the Metropolitan Planning Organization (MPO). The agency has Federal funding for transportation projects and programs that are channeled through the MPO planning process that include transportation in their Waterway Master Plan.

ITEM 7. Board Meeting Minutes.

Chair Donaldson asked if there were any comments or questions regarding the November 16, 2019, Personnel Committee Minutes, Finance and Budget Committee Minutes, and Board Meeting Minutes.

Vice-Chair Blow referenced Item 6, paragraph 6 of the November 16, 2019 Personnel Committee Meeting Minutes and stated that it should read "calculated" risks.

Commissioner Isiminger referenced Item 11, the motion, and requested removing "In addition to budgeting in FY 2020-21 for the Plans and Specifications and scope of work from Taylor Engineering for a dredging efficiency study of the Intracoastal Waterway in the vicinity of Baker's Haulover, Miami-Dade County, Florida."

Commissioner Isiminger made a motion to approve the November 16, 2019, Personnel Committee Minutes, Finance and Budget Committee Minutes, and Board Meeting Minutes as amended. The motion was seconded by Commissioner Williams. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 8. Staff Report on St. Johns County Area Projects.

Mr. Crosley stated that the Phase I of the Long-Range Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in St. Johns County (SJC) was completed in 1989. Phase II of the DMMP was completed in 1992 and updated in 2017. All major land acquisition was completed in 1995. The 50-year dredging projection for the 44.69 miles of Intracoastal Waterway in the County is approximately 4.7 million cubic yards, and the storage projection is 10 million cubic yards. This is approximately one-million cubic yards greater than previously estimated in 1989. There are five (5) dredging reaches in this county. Reach I in the Palm Valley area constitutes approximately 21% of the total estimated dredging volume in SJC. Apart from the IWW in the vicinity of the St. Augustine Inlet area, Reaches II, III and IV have never been dredged and are naturally deep areas of the waterway with minimal shoaling. Frequent dredging around the inlet continually results in significant quantities of beach-compatible material placed on Anastasia State Park beaches just south of the inlet entrance. Note that maintenance dredging in Dredging Reach V in the vicinity of the Matanzas Inlet is 66% of the county's total projected dredging volume. With a frequency of about every 2.7 years, this reach has the highest shoaling frequency of all of the District's waterways.

Mr. Crosley stated that to date, two of the four upland Dredged Material Management Areas in the County have been fully constructed, DMMA SJ-14 & SJ-1. The other two, DMMA SJ-20A and DMMA SJ-29, have had Phase I development, cleared & fencing has been completed. DMMA DU-9, although physically located in the northern portion of St. Johns County, is included in the DMMP for Duval County for continuity.

Mr. Crosley stated that Phase II development, plans & specifications were initiated on DMMA SJ-20A, however salinity concerns and low dredging volumes have predicated a revised strategy for this site. Initial inquiries in 2016 leading to the potential relocation of this site were unsuccessful. The site will remain in inventory for dry material handling, storage and staging. There are two frequently utilized beach disposal areas in this county. Material from the St. Augustine Inlet is routinely placed on the beach of Anastasia State Park Beach, while beach-compatible material dredged from the IWW near Matanzas Inlet is placed on DMMA SJ-MB, located south of the Inlet. Material was removed by St. Johns County from DMMA SJ-1 in 2011 to repair the sand dunes at Summer Haven Beach. At

that time, the District removed material that had been wind-swept out of the site by Tropical Storm Fay. This work was coordinated with the County's contractor and 80% of the District's cost was paid by FEMA. The County also removed additional material from the site in 2014 and 2015 and has expressed an interest in continuing access to this material. The Florida Department of Environmental Protection (FDEP) requested beach-compatible material from DMMA SJ-1 both pre and post Hurricane Matthew in early October of 2017. The initial FDEP contractor significantly damaged the existing south berm and was dismissed. Approximately 30,000 cubic yards of material was removed for area beaches during this project and the subsequent contractor also repaired the previous berm damage. Currently, as of December 2019, there is a contractor working at DMMA SJ-1 and DMMA DU-2 to complete a Board-approved shoreline stabilization project. This effort will alleviate the erosion of shoreline at these DMMA's and protect the upland berms associated with the facilities.

Mr. Crosley stated that the dredging of the northern portion of Reach I, Palm Valley, was completed in early 2010, with 255,000 cubic yards of material being placed in DMMA DU-9. That project completed the maintenance of 15 miles of channel in the Palm Valley Cut. Dredging Reach III, in the vicinity of St. Augustine Inlet, was dredged in 2011, with the material being placed on the beach at Anastasia State Park. This area was dredged again in 2017, and following severe damage by Hurricane Matthew, the United States Army Corps of Engineers (USACE), the District and St. Johns County worked together to modify the existing dredging contract. The approved placement area, Anastasia State Park south of the inlet was changed to allow placement of the dredged material, which is estimated to be approximately 123,000 cubic yards, on the severely eroded beaches north of the inlet known as Vilano Beach. Another 170,000 cubic yards of beach-compatible material is scheduled to be removed from the IWW by the USACE.

Mr. Crosley stated that in 2011, approximately 238,000 cubic yards of material was maintenance dredged from Dredging Reach V near Matanzas Inlet and placed on the southern portion of Summer Haven beach. Maintenance dredging also took place in 2017, with approximately 432,000 cubic yards of material placed on the County's beaches. This area was dredged, again in 2019, by the USACE, with an estimated 350,000 cubic yards of material placed on Summer Haven beach. In 2019, the District expanded the Flagler

dredging effort to include approximately 266,722 cubic yards of shoaled material in St. Johns Reach V. The material was successfully placed at DMMA FL-3.

Mr. Crosley stated that the St. Johns County Waterways Economic Study was completed in 2005 and updated in 2017. The latest update calculates the waterway in SJC produces about \$733 million in annual economic benefits, with \$122.5 million in overall tax revenues. Waterway-related tourism produces roughly \$642 million in annual revenues. There are approximately 8,211 waterway related jobs in SJC and an estimated 11,000 registered boats.

Mr. Crosley stated that since 1986, the District has provided over \$8.4 million in Waterways Assistance Program funding to 80 projects in the county having a total constructed value of \$25 million.

Vice-Chair Blow referenced DMMA SJ-1 and asked about the Florida Department of Transportation's (FDOT) recent request to removed material from the site. Mr. Doll stated the FDOT successfully removed 65 loads of material from the DMMA SJ-1.

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

Ms. Shelley Trulock, the IWW Project Manager with the U.S. Army Corps of Engineers (USACE), will not be available to present an update on projects and activities in January and will provide an update at the next Board meeting.

ITEM 10. City of Jacksonville Request for Release from the 25-year Property Control Requirement for Waterway Assistance Program Funding for Jacksonville Metropolitan Park, Duval County, Florida.

Ms. Zimmerman stated that the City of Jacksonville is requesting release from the Waterways Assistance Program (WAP) Rule 66B-2.008(2) that requires a minimum 25-year property control requirement for eligible upland public projects. She noted that this is the first time that the District has received this type of request. The subject property is Metropolitan Park, (Metro Park), a 32-acre urban waterfront park and marina located in downtown Jacksonville near the stadium. The City will be selling the property to a private developer for a redevelopment project. In order to move forward with this sale, the Board would need to waive the current grant rule and release the City from the 25-year property control requirement and any deed restrictions placed on the property pursuant to the WAP grant agreements.

Ms. Zimmerman stated that the District has participated in six (6) successful WAP projects for the construction and improvement of this property. Four of those projects have active property-control conditions remaining. Pursuant to executed WAP agreements for these projects, the District has three (3) options to review: Option 1. Waive repayment of DU-JA-99-39 Marina Dredging and use straight-line amortized rate for the remaining three (3) projects, DU-JA-93-15, DU-JA-94-17 and DU-JA-07-98, in the totaled amount of \$350,476.00; Option 2. A straight-line amortized rate for the four (4) projects, DU-JA-93-15, DU-JA-94-17, DU-JA-99-39 and DU-JA-07-98, in the totaled amount of \$406,708.00; Option 3. Reimbursement of the full project cost-share funding amount for the four (4) grants, DU-JA-93-15, DU-JA-94-17, DU-JA-99-39 and DU-JA-07-98, in the totaled amount of \$1,406,709.00.

Ms. Zimmerman stated that the City of Jacksonville has offered a pro-rated reimbursement for the District's funding by suggesting that the FY 1999 Dredging Project #DU-JA-99-39 has exceeded its useful project life and therefore, no reimbursement would be required. For the remaining three (3) projects, the City would like to request approval for a straight-line amortization of the grant amount.

Commissioner O'Steen stated that the area does not attract many visitors except on the day of a Florida-Georgia Football game. Unfortunately, the marina is not utilized by the public as initially hoped and District funded dredging project has served its useful life. The area was recently re-dredged by the City. The City plans to sell the property to a private developer that will redesign and reconstruct the area to attract visitors to the downtown area and waterway. He recommends approval of Option #1.

Director Daryl Joseph and Brian Burket, with the City of Jacksonville Parks and Recreation Department, stated that they appreciate the relationship that the City has with the District. Mr. Burkett reviewed the seven (7) Metro Park District grants from 1990 to 2015. He noted that City did not move forward with the 2015 grant project and the grant expired. He stated that the Public/Private redevelopment for Metro Park will include a Convention Center, Hotel, Park, and two Marinas, along with other amenities to bring revitalization and the public back to this area of downtown Jacksonville and the waterway.

Mr. Paul Hardy, representing the Metro Park Developer, presented the conceptual plan for Metro Park. The Metro Park redevelopment plan incorporates an open public

waterfront area and maintains the District's goal of public access. District grants were to provide public waterfront access and this project will provide that public space and access.

Vice-Chair Blow asked where the project stands with the City Council. Mr. Hardy stated that the Lot J area is part of the Jaguars Stadium lease and is subject to a lease amendment before it can be redeveloped. He has been working with the Mayor on this and once approved, the Development Agreement can be approved. The Shipyard land is not part of the lease amendment, that is subject to approval by the City Council.

Commissioner Isiminger noted that several times it has been mentioned that the marina is not full or widely used. He questioned why the marina will be included in this project. Mr. Hardy stated that proposed future plans include a huge upgrade to this marina and will include two (2) marinas with boat access and a linear public park. Other project amenities will bring people back to the area.

Commissioner Crowley cautioned the City that this is an amazing plan and he wants to support it, but would like assurance that public access along the waterfront will continue to be accessible. Mr. Hardy stated that the Riverwalk and park will be owned by the City. There will be two marinas, one (1) public and one (1) private and a hotel. The City of Jacksonville maintains downtown development standards, which include the City maintaining a 50-foot public access setback on all private waterfront property.

Commissioner Isiminger stated that the submerged land permitting includes a concept called open to the public, first come first served basis with a no more than one-year lease term. He suggested that the City enter into an agreement with the developer that a number of the slips would be open to the public on a first come first served basis for eight (8) years.

Commissioner Williams questioned if the District's approval should be conditional upon review of the final project plan to make sure that the kind of public access the District expects is included in the plan. Mr. Hardy stated that the City of Jacksonville has in place downtown development standards and the area currently has in place a public park, marina, and Riverwalk that will be maintained. The new development will include an additional public park and linear walkway. Commissioner Crowley stated that in Miami-Dade County there are public easements in place that are being challenged and changed to private access only. What is in place now may change over the years. That is part of the reason he is

concerned about this project. If the District is going to allow Option #1, he wants to make sure that public access will be maintained and included in the agreement, and not be subject to the whim of the City Council.

Commissioner Crowley made a motion to approve the request from the City of Jacksonville to release the City from the 25-year property control WAP project agreement obligation and require repayment of the grant funds of Option #1, Waive repayment of DU-JA-99-39 Marina Dredging and use straight-line amortized rate for the remaining three (3) projects (DU-JA-93-15, DU-JA-94-17 and DU-JA-07-98) in the totaled amount of \$350,476.00; with the condition that the project area's 50-foot public access easement is vacated to the District, and include the public first come first serve element at the marina; or Option #3, Reimbursement of the full project cost-share funding amount for the 4 grants (DU-JA-93-15, DU-JA-94-17, DU-JA-99-39 and DU-JA-07-98) in the totaled amount of \$1,406,709.00. The motion was seconded by Commissioner Cuozzo. Chair Donaldson asked for discussion.

Commissioner O'Steen stated that he would like to support this project and request that the District not add roadblocks. He stated that the City and Developer can commit to public access. From a developer's standpoint, a commitment of the marina management is harder to make because this project is still in the planning stages. The first come, first serve commitment should be continued between the public and private partnership. Anything that can be done to stimulate Downtown Jacksonville will create an area that will attract the public and increase waterway access and use.

Commissioner Crowley stated that he does not view this motion as a road block to this project. It includes the option of paying back the District's funding in the amount of \$1,406,709.00. The District is an agency that promotes public access to the waterway via project funding. The City of Jacksonville accepted the District's funding for this public access project, with a 25-year useful life agreement and now would like to sell this property to a private developer.

Commissioner Sansom stated that he feels these grant projects are at the end of their useful life. The developer has included public access into the project, and he does not feel the District should put up road blocks to the project.

Chair Donaldson stated that he is comfortable to Option 2, without conditions. He feels that the request to convey the 50-foot waterfront easement to the District is disproportionate to the District's grant funding. The District is an agency that does not take an ownership interest in projects.

Attorney Breton asked Commissioner Crowley about the motion conditions and questioned the result of the violations if they are not honored. Commissioner Crowley stated that the City of Jacksonville accepts Option 1, and violates the conditions, they would pay the District a total of \$1,406,709.00.million, an initial payment of \$350,476.00 and an additional \$1,0562.33 for the violation.

Treasurer Netts stated that he could support approving Option 1, subject to the maintenance of a 50-foot, 16-year public access provision and nothing for the marina.

Commissioner Crowley stated that the 50-foot public easement requirement is on public property and is only to ensure that the area continues providing public access to the waterfront. If the City of Jacksonville already has the 50-foot easement condition, then these conditions are reasonable and should not change the project.

Vice-Chair Blow stated that he agrees with Commissioner Crowley and the District should protect public access to the waterway. He asked if this item should be brought back to the March 2020 Board meeting.

Commissioner Crowley amended the motion to approve the request from the City of Jacksonville to release the City from the 25-year property control WAP project agreement obligation and require repayment of the grant funds of Option #1, Waive repayment of DU-JA-99-39 Marina Dredging and use straight-line amortized rate for the remaining three (3) projects (DU-JA-93-15, DU-JA-94-17 and DU-JA-07-98) in the totaled amount of \$350,476.00; with the condition that the project area's 50-foot public access easement is vacated temporarily to the District for 16 years, and include that 90% of the marina's public slips are provided first come first serve for 16 years. The amended motion was seconded by Commissioner Cuzzo. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed eight (8) to two (2) with Chair Donaldson and Commissioner O'Steen dissenting.

Mr. Hardy stated that the City of Jacksonville will provide information on the public access plan available in this project area. Commissioner Crowley stated that the District will work with the City and the Developer on this plan.

Chair Donaldson stated that the District will require a public access easement boundary drawing.

ITEM 11. Lease of Dredged Material Management Area NA-1 by the City of Fernandina Beach, Nassau County, Florida.

Mr. Crosley stated that on December 18, 2018, the City of Fernandina Beach (City) approved a Lease Agreement with the Florida Inland Navigation District (District) for the use of Dredged Material Management Area (DMMA) NA-1 in support of the City's marina dredging project. At that time, the City agreed to reimburse the District's costs associated with construction oversight of the project. The reimbursement was capped at \$19,751.16 based on a scope and fee quote, dated November 12, 2018, from Taylor Engineering based on the schedule and information supplied by the City.

Mr. Crosley stated that after numerous schedule delays and other significant issues originating from the City's dredging contractor, the project ended on October 24, 2019, 54 days behind schedule. There were numerous breaches of the terms of the Lease by the City's contractor, resulting in additional and unforeseen engineering and oversight costs to the District. Staff and the District's council have exchanged several letters with the City requesting an additional payment of \$47,322.00 in damages incurred by the District. The City has indicated a reluctance to pay these additional damages. Staff does not have the authority to waive these costs and seeks direction from the Board.

Mr. Bronson E. Lamb, III, Project Manager for the City of Fernandina Beach Harbor Marina, stated that this marina was heavily damaged by Hurricane Matthew, pending repairs, the Fernandina Harbor Marina was closed on Friday, November 23, 2018. The small City of Fernandina Beach has suffered for several years with no marina or public boating access to the waterway. The public boat ramp was just opened last week.

Mr. Lamb stated that multiple permitting issue and delays with the U.S. Army Corps of Engineers (USACE) requiring dock variances and extensive dredging requirements, resulted in years of effort and expense to the City of Fernandina Beach. To date, the City has not received any FEMA funding. Once the permits were received, the

City was able to hire design and engineering to continue the project. The project incurred multiple delays and issues, and was finally completed in October 2019.

Mr. Lamb noted that once the City's lease to use DMMA NA-1 expired, the City stopped using that site and found another site to place the dredged material. He monitored this project. Also, damages to DMMA NA-1 were repaired and the weirs and the site are in perfect condition. The work took a little longer than expected, but was resolved by the end of October 2019.

Mr. Lamb stated that there is confusion for the project delays and a misunderstanding regarding the offloading oversight. He is asking the District to please consider the additional expenses that the City has incurred for this project and waive the additional billing of \$47,322.00 in damages that the District is requesting and incurred because of the project delays.

Commissioner Williams stated that the District has been an important partner in this marina, and it would not be operational today without the help that the District has provided. Fernandina Beach is a small town of 11,000 residents and the bill on this marina is now approaching \$10 million. It is hopeful that the City will receive funding from FEMA to help with these expenses, but there is no guarantee for that funding. The City is struggling to determine how to pay these expenses over the next ten years.

Commissioner Williams noted that the area of DMMA NA-1 that was identified with material spillage, was flooded last week by the king tide. He commented that if the District had a staff project manager, the services of Taylor Engineering for this oversight would have not been required. The City would prefer to not dispute the \$47,322.00 oversight bill and he respectfully asks that the District absorb the fee.

Mr. Scarborough stated that he disagrees with Commissioner Williams statement that this additional fee was for offloading oversight. The additional fee originated because the contractor hired by the City breached numerous terms of the lease resulting in delays and unforeseen engineering and oversight costs to the District. There was a material spill during dewatering, no one from the contractor or the City was on the sight except Taylor Engineering and had Taylor not been there to shut it down, the spill would have been much worse. The contractor, hired by the City, was not operating the site correctly and did not use weir boards. That spill turned three (3) months of work into a ten (10) month effort.

Taylor Engineering came to the Board in May to discuss this project and the Board authorized Taylor Engineering to complete the additional work and to finalize the project.

Vice-Chair Blow stated that the contractor hired by the City of Fernandina failed to perform correctly, monitor, and complete this project. Taylor Engineering did everything right and without Taylor Engineering being on site, there would have been a much larger material spill and the City would be looking at a large fine from the Department of Environmental Protection (DEP).

Vice Chair Blow made a motion to approve accepting the payment made from the City of Fernandina Beach and write off the cost of contractual damages in the amount of \$47,322.00 by the City of Fernandina Beach for breach of the Lease Agreement for use of DMMA NA-1, Nassau County, Florida. The motion was seconded by Commissioner Cuozzo. Chair Donaldson asked for discussion.

Commissioner Isiminger asked if there is a more proper way to handle this.

Attorney Breton stated that the contractor is the root cause of this problem and he asked what effort the City of Fernandina Beach is taking against their own contractor who put them into this situation.

Chair Donaldson suggested that because the initial damage to this marina was caused by Hurricane Matthew, the funds to pay for this additional expense should come from the District's Hurricane Fund.

Mr. Crosley stated that the District has already paid this invoice to Taylor Engineering and suggested that the funds not be moved from the Hurricane Fund.

Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed nine (9) to one (1) with Commissioner Isiminger dissenting.

ITEM 12. Property Exchange: Material Storage Area 619, Palm Beach County, Florida.

Mr. Crosley stated that since 1936, the Florida Inland Navigation District (District) has owned an isolated, 5-acre waterfront parcel of land approximately $\frac{3}{4}$ of a mile north of the PGA Bridge in Palm Beach County, denoted as Material Storage Area (MSA) 619. This property was historically identified and utilized in support of the management and maintenance of the Intracoastal Waterway (IWW) in PB Reach II, a man-made cut connecting the Jupiter Inlet area with the Lake Worth Lagoon.

Mr. Crosley stated that this property is currently approximately one-half tidal wetlands and has not been utilized in support of the IWW since 1965. The property is on the west side of the IWW surrounded by upscale, single-family homes on a dead-end street. In addition, the Long-Range Dredged Material Management Plan (DMMP) for Palm Beach County, completed in 1991, identified six (6) primary sites for Dredged Material Management Area (DMMA) development, all of which have been acquired. The DMMP assessed MSA 619, and the site is considered too small and isolated for DMMA development, in addition to several environmental concerns. The value of this site to the District involves the ability to trade the property for a desirable parcel that supports the management of the IWW, or potentially for mitigation, the latter of which is not needed in this area.

Mr. Crosley stated that the District has been willing to trade the property for over twenty 20 years. A direct, equitable trade has failed to materialize. An offer to trade for a highly-desirable parcel in Brevard County that would significantly simplify pipeline access to DMMA BV-24A has been formulated. If approved by the Board, the properties would be exchanged with additional cash equity to the District. The additional funds could be utilized to develop DMMA BV-24A, a primary and necessary permanent site identified in the Brevard County DMMP.

Attorney Breton stated that the District has a contract with Raymond Graziotto, that this exchange is subject to conceptual Board approval at this meeting.

Commissioner Sansom made a motion for conceptual approval of a property exchange for MSA 619 to facilitate pipeline access at DMMA BV-24A, Palm Beach and Brevard Counties, Florida.

Commissioner Isiminger asked if this is a property exchange. Attorney Breton answered yes, it is a property exchange. The property in Brevard County is not as valuable as the Palm Beach County property, therefore funding will be paid to the District for the difference.

Commissioner Isiminger asked if the District's property has been appraised and when. Mr. Crosley answered yes, the property was appraised several weeks ago.

Commissioner Isiminger stated that he is not opposed to this concept, but he wants to make sure the District has completed due diligence. He asked if a single appraisal is standard. Attorney Breton answered yes.

Vice-Chair Blow asked the appraisal range of the District's property. Attorney Breton answered \$2.2 to \$2.8 million. There is uncertainty on development restrictions on the site. The purchase price of the Brevard County property is \$380,000.00.

Commissioner Crowley stated that he would like to see the site appraisal. He also stated that the District does not need to purchase the Brevard site, we can condemn it by easement. Attorney Breton stated that because of the narrow width of that strip, the easement would be located at the southern end and it would be preferable to take the entire lot and provide better access to the site and also not render the property unbuildable.

Mr. Scarborough stated that at the existing Brevard site, the District's easement coexists with two utility lines, takes a 90-degree turn and the easement would have to be moved towards the railroad. The railroad easement is near the water and is very narrow. The District would not bury the pipeline, but place a pipeline sleeve. The proposed site would allow the District to bury the pipeline straight all the way to the waterway. This would allow for a more efficient operation of the District's site. Preliminary planning shows that it would be much easier to obtain the easements from the Florida Department of Transportation (FDOT) and the Railroad.

Commissioner Sansom stated that the current site has an existing easement, that will make site construction more costly. The purchase of the proposed site provides a better pipeline/easement solution and will reduce site construction costs. Purchase of the proposed site will also add better site access.

Mr. Raymond Graziotto stated that over half of the Palm Beach County site consists of wetlands. Approximately 2.2 acres of land may be developable and possibly could be split into two (2) lots. It would cost approximately \$800,000.00 to achieve a sub-division of the property. In addition to the sub-division issue is that the appraiser did not address site setbacks and tree mitigation expenses. He is not opposed to a second appraisal. He is good with pricing the property at mid-point of the appraisal estimate.

Commissioner Crowley asked if there is time for a second appraisal. Mr. Graziotto stated that the Brevard County purchase has been extended once and he is not sure it can be extended again.

Commissioner Sansom made a motion for conceptual approval of a property exchange for MSA 619 to facilitate pipeline access at DMMA BV-24, Palm Beach and Brevard Counties, Florida, subject to obtaining a second appraisal of MSA619, that is equal or less than the first appraisal. The motion was seconded by Commissioner Cuzzo. Chair Donaldson asked for discussion.

Commissioner Isiminger asked the timeline to obtain the easement from FDOT and the railroad. Mr. Scarborough stated that this project is in preliminary design.

Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 16. Finance and Budget Committee Report.

Commissioner Sansom made a motion to approve the recommendations of the District's Finance and Budget Committee October and November 2019 financial statements, the delegation of authority, and the expenditure and project status report. The motion was seconded by Commissioner Williams. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

Commissioner Sansom left the meeting.

Chair Donaldson turned the meeting over to Vice-Chair Blow.

ITEM 13. Property Exchange and Reconfiguration, Material Storage Area 640-A, Palm Beach County, Florida.

Mr. Crosley stated that in 1941, the Florida Inland Navigation District (District) acquired a 7.09-acre parcel of land near Delray Beach identified as Material Storage Area (MSA) 640-A. This site is located on the west side of the Intracoastal Waterway (IWW) less than ½ mile north of MSA 641-A, a fully constructed and operational dredged material management facility. The 1991 Dredged Material Management Plan (DMMP) for Palm Beach County identified MSA 641-A as sufficient for the minimal dredging needs in Palm Beach Reach IV, while identifying MSA 640-A as desirable for the potential stockpiling of dredged material or as tradable for another more suitable parcel.

Mr. Crosley stated that both of these waterfront sites are isolated from U.S. Highway 1 access by privately-owned parcels with, loosely agreed easement access. Several years ago, the property between MSA 641-A and the highway was developed into a 3-story, high-density condo unit. Based on the existing easement language, the District was only able to maintain easement access to MSA 641-A through the developed property, including legal and physical barriers pertaining to the access. This is of significant concern during future offloading events, with numerous dump-truck loads traveling through the development.

Mr. Crosley stated that the adjacent property owner at MSA 640-A has approached the District to potentially exchange portions of both properties and re-configure the sites to allow both waterfront and road frontage for both locations. In addition, the initial offer includes the stabilization of the entire eroding shoreline and deed restrictions for the adjacent development that would put potential buyers on notice of FIND as the owner and the use of MSA 640-A for support of the IWW.

Mr. Crosley stated that staff is of the opinion that the reconfigured property would offer the District additional options and access to the waterway in this area and reduce potential future conflicts over the use of the property. If conceptually-approved by the Board, the final details and agreement would be brought back to the Board for approval. Attorney Breton and the District engineer have both reviewed the proposal.

Commissioner Crowley noted that a square parcel that provides water to the road access is preferable for construction. Mr. Crosley stated the District's long-range dredging requirements are very low in this area. This site could also be used for commercial access. Commissioner Crowley asked about the impact to the neighbors. Mr. Crosley stated that the site has water to road accessibility. Also, material could be stockpiled at this site and then barged or trucked from this site.

Vice-Chair Blow turned the meeting over to Chair Donaldson.

Commissioner Cuzzo noted that he would request that Ironwood Properties install a landscape buffer.

Chair Donaldson stated that also it could be put in the contract that the Town of Gulfstream or the Gulfstream Golf Club cannot object to the District's or contractors use of the site.

Mr. Gary Glickstein, President of Ironwood Properties, stated that with the site's existing easement, this waterfront property is land locked with no infrastructure access. The access to the property is 14-feet short of what Palm Beach County calls an allowable roadway width. The reconfiguration of the sites and exchange of property gives water-to-road access to both sites. This is not surplus property but an exchange to allow both sites to be better accessed and utilized. The District's site to the south of this property has an easement through a condominium parking lot, which has generated multiple problems and complaints. This property swap improves both sites and solves the problem with MSA 641-A. He questioned how an appraisal would help.

Vice-Chair Blow questioned about relocating the District's 20-foot access easement. Attorney Breton stated that one of the conditions of the exchange, is that the developer applies to the Town of Gulfstream for rezoning. If the sites cannot be re-zoned, then the exchange will not happen.

Commissioner Crowley made a motion for conceptual approval of a property exchange and reconfiguration for Material Storage Area (MSA) 640-A, Palm Beach County, Florida. The District's site will be valued at the current appraised value today. The District will also have the new, reconfigured property appraised, after the exchange. The value difference between the two properties will be made up when the developer makes the capital improvements to the site. The motion was seconded by Commissioner Cuzzo. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 14. Commercial-Industrial Access Study, Material Storage Area 617-C, Palm Beach County, Florida.

Mr. Crosley stated that one component of the Board-approved Commercial-Industrial Access Study was the evaluation of Florida Inland Navigation District (District) owned sites for use other than their primary designation for material management in support of the Intracoastal Waterway (IWW).

Mr. Crosley stated that through the evaluation process, many of the District's sites have been eliminated from further consideration for ancillary use. Material Storage Area (MSA) 617-C was selected for initial evaluation for design components that may be incorporated into the final site design to facilitate other uses. He noted that this site is

currently being used for contactor staging and the District has received multiple complaints from neighbors regarding the noise from this type of use.

Mr. Mitch Doll, P.E. with Taylor Engineering, stated that the District Site MSA 617-C is 17.13 acres in size with 15.9 acres available for development. Preliminary DMMA design capacity is 83,032 cubic yards and with a site requirement capacity of 65,000 cubic yards of material. The site has a stabilized access road, work area, and a truck turn around area. It also can stockpile and store material. There is a bulkhead and barge slip that has a dredge cut for barge access. The site has a stormwater treatment area and parking.

Mr. Doll stated that the current site's zoning status is for residential use, with inadequate buffers of approximately fifty feet or less, and has an IWW Right-of-Way Easement of consent. To accommodate facilities at the north end of the site, the DMMA footprint would have to be moved towards the southern area of the site. That would leave the DMMA area close to the IWW without a buffer.

Mr. Crosley stated that when the District is performing federal waterway maintenance activities with the USACE, the District is not subject to local regulations. When the District branches out to other activities, the District's mission is changed, and the activity is not tied with providing land for the USACE and may need to comply with local zoning regulations.

Mr. Doll stated that the waterfront facility construction will be \$694,000.00. This cost could be offset by user fees of approximately \$2,500 to \$5,000 per month. This site has ideal proximity to the IWW. The main construction obstacles will be the proximity to residential communities, space considerations, and zoning status. A Consent to Easement will be required from the U.S. Army Corps of Engineers (USACE.)

Mr. Doll stated that MSA 621, also in Palm Beach County, has deep-water access potential to the north and east. The 2.2 acre-site is adjacent to a commercial boatyard with compatible use to the south. This easement has not been identified as a primary site for DMMA use. The site has approximately 100-feet of eroding shoreline to the north. This site is potentially suitable for commercial use.

Mr. Doll stated that the main obstacles are that the site has never been constructed and construction is not in the District's five-year plan. There is a residential area to west of the site.

Mr. Crosley stated the he has received complaints from the neighbors of MSA 621 regarding shoreline erosion and stabilizing the shoreline might help. Any place that the District is considering constructing a facility in an already urbanized residential area has the potential to bring comments from the neighbors.

Commissioner Isiminger suggested that for MSA 617-C, he would place the contractor staging area towards the center of the site, providing a larger buffer towards the neighbors. He stated that for MSA 621, the zoning issue is a big concern. The owner of the commercial boat yard would like to purchase or trade property for MSA 621. Also, he would not be in favor of anything that would produce sand getting onto his boats.

Mr. Scarborough stated that these sites are dedicated to the USACE in perpetuity for maintenance of the Federal channel. The DMMA footprint must remain as planned and commercial-industrial access needs to be located outside of the DMMA footprint.

Chair Donaldson stated that for these projects to be successful, the Marine Industries, County Commission, and public need to be involved. The District must show the overall public benefit of these projects to all involved. Also, the use would have to be operated like a business, as to who can have access to the site, who monitors the commercial contractors, and penalties for misuse. The fees to use the site must cover the District's costs to manage the site use.

Mr. Crosley commented that once a District site is used for anything other than DMMA management, like a park, etc., it is very hard to return them to the District's original use. If the District opens these sites to commercial-industrial access for a number of years and then has to shut the site down for three (3) years for a dredging project, there will be multiple angry contractors.

Ms. Beth Lemke, with Planning Solutions, Inc., stated that progress has been made on the commercial-industrial access study. This project has been discussed with the Florida Fish and Wildlife Conservation Commission, (FWC) at their workshop meeting. Also, the results of the study have been sent to local government. The District is leading the solution to this issue. She is working to provide more information to the Marine Industries and local marine contractors. She noted the if a District site cannot be developed into commercial-industrial access, perhaps a District grant program to local government to identify and

develop other sites for that use should be pursued. She recommended moving forward to provide more written summaries and decision points on commercial-industrial access.

Commissioner Crowley stated that Miami-Dade County is starting a Maritime Master Plan with Miami-Dade Parks. He noted that he will provide Ms. Lemke with contact information to assist the County by providing any commercial-industrial access material she has available on Miami-Dade County.

Mr. Scarborough asked if the Board wants to continue moving forward with MSA 621. Chair Donaldson stated that the current scope of work is for conceptual design. This District is not ready to move forward with final design. He stated he is okay with moving forward with conceptual design on the next site and the District will move forward on a case by case basis.

ITEM 15. Taylor Engineering Hourly Rate Adjustment.

Commissioner Williams made a motion to approve the rate adjustment requested by Taylor Engineering for 2020. The motion was seconded by Commissioner Crowley. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

ITEM 17. Washington D.C. Report.

Mr. Crosley presented the Washington D.C. report and stated that the Intracoastal Waterway received the Administration's budget request of \$3.48 million. Additional funding for maintenance dredging was allocated as follows: Navigation Maintenance, \$40.156 million; Inland Waterways, \$55 million; Small, Remote or Subsistence Harbors, \$65 million.

Mr. Crosley stated that the Washington D. C. trip may take place March 26th and 27th or April 1st and 2nd, 2020.

Chair Donaldson noted that Mr. Davenport understands the Federal grants that are available from Federal Railroad Administration (FRA). Perhaps a meeting could be set up to meet with the FRA representatives. Also, Governor DeSantis has a Railroad liaison and perhaps he could also talk to the FRA on behalf of the District, if he feels that is appropriate.

ITEM 18. Additional Staff Comments and Additional Agenda Items.

Ms. Zimmerman stated that the USACE Waterway Inspection Tour is tentatively scheduled for May 27 to May 29, 2020. The tour will begin in Stuart and end in Fernandina Beach, Florida.

Mr. Crosley noted that there will not be a February 2020 Board meeting. The next Board Meeting will be March 20, 2020 in Duval County.

ITEM 19. Additional Commissioner Comments.

Secretary Gernert requested that the Florida Inland Navigation District (District) send a letter to Governor DeSantis, Senators, and Representatives supporting the Marine Research Hub of South Florida. He discussed the Marine Research Hub's work and leadership with four (4) Florida Universities, and the region's top economic development organizations, as well as the Marine Industries Association of South Florida. The work that the Marine Research Hub of South Florida does is consistent with the work that the District does and supports.

Vice-Chair Blow made a motion to approve the District's Chair sending the accepted and approved letter to Governor DeSantis, Senators, and Representative supporting the Marine Research Hub of South Florida. The motion was seconded by Commissioner Williams. Chair Donaldson asked for discussion. Hearing none, a vote was taken, and the motion passed unanimously.

Commissioner Crowley stated that at the October 2019 Board meeting, he discussed the City of Miami's proposed process of establishing a motorized vessel exclusion zone within the Basin of the Miami Marine Stadium. The ordinance would only allow vessels under oar or paddle. He stated that he has reached out to groups supporting the restoration of the Marine Stadium and to the City of Miami regarding impact of this Ordinance and the District's interests in this area. The District also approved and sent a Resolution to the City of Miami that any kind of vessel exclusion zone without any type of anchorage or a mooring field is not acceptable. The City of Miami is currently developing a mooring field and vessel exclusion zone for the rowers in the area of the Miami Marine Stadium. He will be meeting with the proponents of the proposed motorized vessel exclusion zone to discuss a productive solution. He noted that the mooring field will also be used for improved law enforcement and that is good news.

Commissioner Crowley stated that the City of Miami installed a mooring field at Dinner Key North in Coconut Grove and is also proposing a motorized vessel exclusion zone in addition to the 100-foot buffer adjacent to the mooring field that will not allow anchorage. He has been working the City to expand the potential use of this motorized vessel exclusion zone so that it would allow vessels engaged in certain watersport activities such as, paddle boarding, sailing, and para sailing.

Commissioner Crowley stated that the City of Miami is proposing a new vessel exclusion zone at Shrimpers Lagoon in Virginia Key. The proposal is to rope off the waterbody and not allow any motorized vessels within the basin. Because the area has a shallow entrance, he would ask the Board to push the City to incorporate a small vessel mooring field.

Mr. Crosley noted there seems to be an overall effort, statewide, to develop anchoring and vessel exclusion zones.

Commissioner Crowley stated that there are several legislative anchoring and vessel exclusion zone proposals in the current Legislative session. The District's Tallahassee representative is directly engaged with the Marine Industries of South Florida and the District regarding these proposals.

Chair Donaldson thanked Commissioner Crowley for his work and noted that the Board feels his work is appropriate and he does not need a formal action for support.

Ms. Zimmerman stated that there is a legislative proposal to declare a portion of the Ortega River as a no anchoring zone.

Ms. Zimmerman stated that the City of Hollywood is questioning whether to sign their Project Agreement and move forward with their recent grant award for their North and South Lake Mooring Field, Phase I project. They feel that they may be more successful in the Legislative Session by requesting a motorized vessel exclusion zone.

Commissioner Crowley stated that last evening's Community Outreach Event was excellent.

Vice-Chair Donaldson stated that last evening's Community Outreach Event was well attended by numerous local officials and was very nice.

Commissioner Isiminger stated that the speech that Vice-Chair Blow gave last evening at the Community Outreach Event was well delivered and interesting.

Commissioner Williams thanked the Board of their support of Fernandina Beach.

ITEM 20. Adjournment.

Chair Donaldson stated that hearing no further business, the meeting was adjourned at 1:17 p.m.



DUVAL COUNTY PROJECT STATUS UPDATE MARCH 2020

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Duval County was completed in 1986. Phase II of the DMMP was completed in 1993. The plan was updated in May of 2018. Land acquisition was completed in 1995. *(Please see the attached maps).*

The 50-year dredging projection for the 21 miles of channel in Duval County is now estimated at 1.8 million cu/yds and the storage projection is roughly 3.9 million cu/yds. This ranks as the fifth highest dredging projection of the District's 12 counties.

Dredged Material Management Area Development

Six upland Dredged Material Management Areas (DMMA) will manage dredged materials from the waterway. All sites have been purchased, 4 sites (DMMA DU-2, DU-6A & B, DU-8 and DU-9) are fully constructed, and the rest have had Phase 1 development (clearing, fencing & maintenance).

Following the use of DMMA DU-8 in 2012 by a private contractor for area dredging, the issue of pipeline access was again brought forth by the site's adjacent residents. The District elected to design and construct a permanent underground pipeline sleeve along the site's dedicated pipeline access easement. The project was well-coordinated with the adjacent property owners and was completed in 2014.

In the summer of 2013, approximately 74,000 cu/yds of material was offloaded from DMMA DU-2 for the construction of DMMA NA-1 in Nassau County. DMMA DU-2 was then utilized for placement of non-beach quality material (approximately 13,000 cu/yds) that was dredged during the Reach 2 (Sawpit) dredging project by the U.S. Army Corps of Engineers (USACE) in 2013. The use of this site for non-beach compatible material reoccurred with the 2018 USACE maintenance dredging project.

In 2015, a Florida Department of Transportation (FDOT) sub-contractor removed approximately 300,000 cu/yds of material from DMMA DU-2 for roadway projects, at no cost to the District. The weir at DU-2 was replaced in 2017 and the site is fully operational. In 2018, a private contractor offloaded approximately 120,000 of material from DMMA DU-2 for fill at a City of Jacksonville Electric Authority (JEA) decommissioned utility site. This left DMMA DU-2 with adequate capacity and in good condition for several events of anticipated dredging at Sawpit. This has negated or at minimum, delayed the need to construct DMMA 3&4 in the foreseeable future.

At present, the same contractor for the JEA project is offloading approximately 350,000 cu/yds of excess material from DMMA 3&4, reducing the District's future needs to haul material from this site.



DUVAL COUNTY PROJECT STATUS UPDATE MARCH 2020

In September of 2014, the Board approved moving forward with the additional design and permitting necessary to complete the construction of remaining portion of DMMA DU-9. The site is actually located in north St. Johns County, but serves Duval Dredging Reach VII, with is south Duval and north St. Johns counties. In 2015, the Board approved an “environmental matters agreement” with the previous property owner to resolve the site’s former contamination issues. The permitting and engineering of this project was completed in 2016 and the project was bid in early 2017. Construction began in mid-2017 and is now complete.

Waterways Dredging

The U.S. Army Corps of Engineers (USACE) completed dredging of Dredging Reach II (Sawpit) near Nassau Sound in 2013. This project was funded by FIND. This Reach was again maintenance dredged by the USACE in late 2018 with the removal of 576,868 cu/yds of material from the channel. Approximately 13,000 cu/yds of non-beach compatible material was placed in DMMA DU-2, with the remainder of the material placed on the southern Amelia Island area beaches, as is typical with this project occurring every 5-6 years.

With the completion of the DMMA DU-9 expansion project, additional maintenance dredging of Duval Dredging Reach VII (Palm Valley) will be scheduled in the future.

Waterways Economic Study

The Duval County Waterways Economic Study was first completed in 2005, updated in late 2011, and again updated in June 2019. The latest study reports the Intracoastal Waterway (IWW) in Duval County supports over 2,400 jobs and results in \$60 million in annual revenue from boater-related spending. Over \$362 million is generated annually by IWW-related activities and the waterway results in over \$26 million in additional federal tax revenue and \$15 million in additional State and local tax revenue. The study demonstrated that if the waterways were not maintained, the economic output is predicted to drop by \$45 million with a loss of almost 500 jobs. There are over 20,000 registered vessels utilizing the IWW. *(Please see the attached economic summary).*

Waterways Assistance Program

Since 1986, the District has provided \$26 million in Waterways Assistance Program funding to 178 projects in the county having a total constructed value of \$53.9 million. The county, two cities, and the Port of Jacksonville have all participated in the program. Notably, 18 saltwater boat ramps and 9 canoe launches have been constructed or rehabilitated within Duval County. *(Please see the attached project listing and map).*

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Duval County: Florida Marine Patrol Officer Funding; Clean Marina Program; Clean Vessel Act; Manatee Acoustic Warning System, St. Johns River Boating Safety



**DUVAL COUNTY PROJECT STATUS UPDATE
MARCH 2020**

Search and Rescue and; the Inland Waterways Safety Program. The District's funding assistance for the Duval County portion of these projects was approximately \$528,000.

Interlocal Agreement Program

The District's Interlocal Agreement Program has developed the following projects with elements in Duval County: Clean Marina Program and Clean Vessel Act Program for which \$75,000 has been provided in District assistance. The City of Jacksonville is currently completing on a Maritime Master Plan for Duval County waterways.

Waterway Clean Up Program

The District has successfully partnered with the City of Jacksonville for many years to assist with their annual waterway cleanup project.

Small-Scale Derelict Vessel Removal Program

Two Small-Scale Derelict Vessel Removal Projects have been conducted with Duval County in the amount of \$65,000.00.

Small-Scale Spoil Island Enhancement and Restoration Program

The Navigation District has not received a Small-Scale Spoil Island Enhancement and Restoration Program request in Duval County.

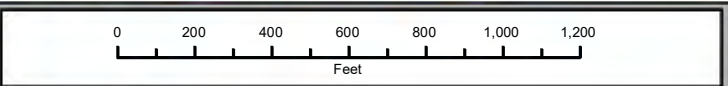
Public Information Program

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





Site	DU-2
Common Name	Sawpit; NE Black Hammock Island
County/City	Duval/Jacksonville
Geographic Proximity	Nassau Sound/Sawpit to Fort George River
Acquisition Dates	9/29/1990
Status	Constructed; 45-2464629
Year Constructed	1995
Reach/Cuts	DU-III / 27
Site Acres	49.9
Basin Acres	22.76
Design Capacity (cy)	394,972

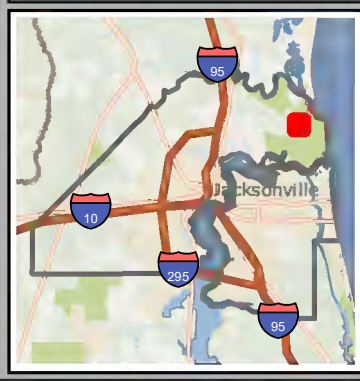
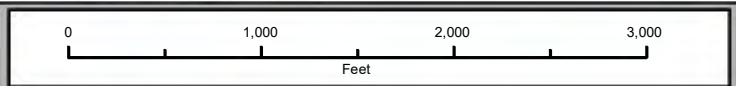


Legend

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



Site	DU-3&4
Common Name	West Central Black Hammock Island
County/City	Duval/Jacksonville
Geographic Proximity	Nassau Sound/Sawpit to Fort George River
Acquisition Dates	10/20/1980, 8/4/1988
Status	Property Acquired
Year Constructed	NA
Reach/Cuts	DU-III / 26A-11
Site Acres	122.7
Basin Acres	58.04
Design Capacity (cy)	1,342,310

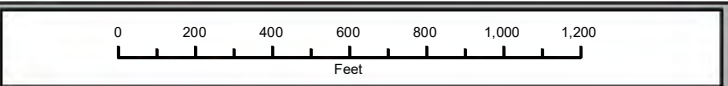


Legend

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



Site	DU-6A&6B
Common Name	Fanning Island
County/City	Duval/Jacksonville
Geographic Proximity	Fort George River to Jacksonville Harbor
Acquisition Dates	7/19/1989, 4/24/2006
Status	1 of 2 basins constructed; No Permit
Year Constructed	1993
Reach/Cuts	DU-IV / 10 to 1
Site Acres	71.5
Basin Acres	33.8
Design Capacity (cy)	839,669



Legend

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



Site	DU-7
Common Name	Wonderwood Bridge Site; Bullard Property
County/City	Duval/Jacksonville
Geographic Proximity	Jacksonville Harbor to Pine Island
Acquisition Dates	10/6/1988
Status	Property Acquired
Year Constructed	NA
Reach/Cuts	DU-V / DU-1 to DU-6
Site Acres	32
Basin Acres	10.7
Design Capacity (cy)	99,140

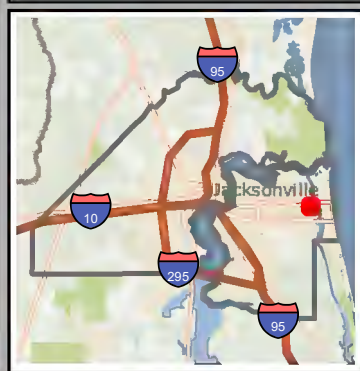
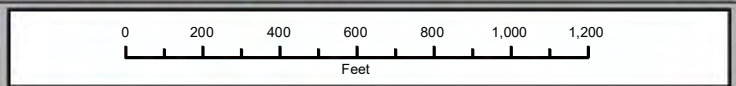
Feet

Legend

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



Site	DU-8
Common Name	Moody Marine
County/City	Duval/Jacksonville
Geographic Proximity	Pine Island to Beach Boulevard
Acquisition Dates	6/30/1991
Status	Constructed; 16-246683
Year Constructed	1993
Reach/Cuts	DU-VI / DU-7 to DU-15
Site Acres	36.2
Basin Acres	17.04
Design Capacity (cy)	208,236

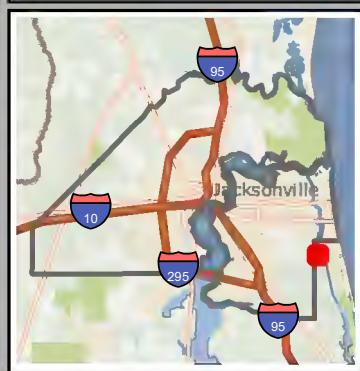
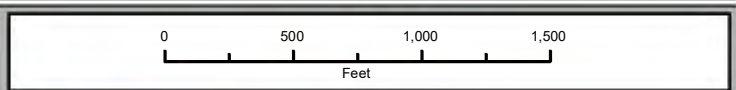


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- Site
- Easement (if shown)
- Reaches (if shown)
- Cuts (if shown)



Site	DU-9
Common Name	Dee Dot Ranch; Pablo Creek
County/City	Duval/Ponte Vedra Beach
Geographic Proximity	Beach Blvd. to DMMA DU-9 (Pablo Creek)
Acquisition Dates	2/27/1995
Status	Constructed; 55-129250
Year Constructed	2006
Reach/Cuts	DU-VII / DU-16 to SJ-3
Site Acres	179.9
Basin Acres	33.71
Design Capacity (cy)	2,050,825



Legend

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

Economic Benefits of the District Waterways

DUVAL COUNTY



TOTAL ANNUAL ECONOMIC IMPACT

Annual value created by the ICW and ICW activities

\$362 MILLION

\$226 Million¹

Generated annually by **tourism spending** from **135,210** tourists



\$60 Million²

Generated annually by local **boater spending** from Duval County registered vessels



\$74 Million³

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



While the Jacksonville Port is located along the St. Johns River in Duval County, a portion of what is shipped in and out of the port is transported along the ICW; an estimated 376,000 tons of goods were transported to/from JAXPORT via the ICW

The Intracoastal Waterway (Marine I-95) currently supports **2,463 jobs** in Duval County.

FIND INVESTMENT

In the ICW of **\$142,126**⁴ annually avoids lost revenue of **\$45 Million** and **445** lost jobs.



ADDITIONAL TAX BENEFITS

Federal Tax Revenue

\$26 Million







State and Local Tax Revenue

\$15 Million



Registered Vessels Utilizing the ICW: 20,072⁵

-  ⇒ Pleasure Boating: **11,842**
-  ⇒ Fishing: **5,419**
-  ⇒ Sailing and other activities: **1,405**
-  ⇒ Watersports: **1,405**

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

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

³ Based on hedonic modelling of premium associated with frontage or proximity to ICW; Duval property values total about \$82 billion
Details for all calculations can be found in Final Report.

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

⁵ Based on actual 2017 registration data and survey results. This number is an estimate of the number of registered vessels that utilize the ICW annually.
The total number of vessels registered in Duval County as of March 2019 is 26,764

Economic Benefits of the District Waterways

DUVAL COUNTY



Within Duval County, The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Intracoastal Waterway (ICW). Nearly **\$8.5 Million** has been invested in the Duval portion of the ICW in the past 10 years. These investments and the ICW itself generate significant economic impact throughout the twelve-county region and beyond.

Different modeling techniques were used to estimate the value created by the ICW. To find the share of property value that is attributable solely to the proximity to the ICW, hedonic modeling was used. Hedonic modeling for Duval County showed that proximity to the Intracoastal Waterway adds value to homes within 1500m of the ICW. In total, the ICW makes up about \$1.2 billion, or 2%, of the \$81.9 billion in Duval County property values. Annualized, the ICW makes up about \$74 million in actual sales value yearly.

Portion of Property Value Attributable to ICW Proximity

Property Type	% of sales value attributable to proximity to ICW	Sales value attributable to ICW—all properties
Waterfront	62%	\$232 million
Marshfront	52%	\$126 million
Non waterfront - 500m from ICW	24% - 29%	\$337 million
500m - 1500m from ICW	18% - 5%	\$275 million



FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Dutton Island Park Pier Design - Phase I	DU-AB-00-43	City Of Atlantic Beach	\$10,000	\$20,000
Dutton Island - Phase I I	DU-AB-00-44	City Of Atlantic Beach	\$125,000	\$250,000
Dutton Island Park Fishing & Viewing Pier	DU-AB-01-57	City Of Atlantic Beach	\$50,000	\$100,000
Dutton Island Construction - Phase I I I	DU-AB-02-65	City Of Atlantic Beach	\$60,000	\$120,000
Tide Views Dock Extension/ Launch - Phase I	DU-AB-09-106	City Of Atlantic Beach	\$47,500	\$95,000
Tide Views Dock Extension/ Boat Launch - Phase I I	DU-AB-10-113	City Of Atlantic Beach	\$96,790	\$193,580
Marsh Preserves, Launch, Fishing Improvement- Phase I	DU-AB-12-120	City Of Atlantic Beach	\$17,000	\$34,000
Marsh Preserve Launch, Fishing & Access - Phase II	DU-AB-14-135	City of Atlantic Beach	\$150,000	\$309,000
Marsh Preserve Improvements - Phase 3	DU-AB-15-147	City of Atlantic Beach	\$270,000	\$540,120
Marsh Preserves Viewing/Fishing Pier at Dutton Island	DU-AB-17-154	City of Atlantic Beach	\$100,000	\$200,000
Intracoastal Park Development	DU-AB-95-18	City Of Atlantic Beach	\$10,000	\$20,000
Intracoastal Waterway Park	DU-AB-97-30	City Of Atlantic Beach	\$164,473	\$330,405
Dutton Island Conservation Park - Phase I	DU-AB-98-31	City Of Atlantic Beach	\$25,000	\$50,000
Arlington River Dredging - Phase I (Withdrawn)	DU-JA-00-45	City Of Jacksonville	\$32,000	\$64,000
Bert Maxwell Park - Phase I	DU-JA-00-46	City Of Jacksonville	\$60,000	\$120,000
Boat Ramp Management Plan	DU-JA-00-47	City Of Jacksonville	\$35,000	\$70,000
Dutton Island Canoe Launch - Phase I I	DU-JA-00-48	City Of Jacksonville	\$100,000	\$200,000
Educational Signage And Kiosk	DU-JA-00-49	City Of Jacksonville	\$49,500	\$66,000
Fishweir Creek Boat Ramp - Phase I (Withdrawn)	DU-JA-00-50	City Of Jacksonville	\$25,000	\$50,000
Fishweir Creek Dredging - Phase I (Withdrawn)	DU-JA-00-51	City Of Jacksonville	\$38,000	\$76,000
Mandarin Park Canoe Launch - Phase I (Expired)	DU-JA-00-52	City Of Jacksonville	\$18,000	\$36,000
Stinson Island Canoe Launch - Phase I	DU-JA-00-53	City Of Jacksonville	\$25,000	\$50,000
Southbank Riverwalk Dredge & Dock - Phase I	DU-JA-00-54	City Of Jacksonville	\$32,000	\$64,000
Marine Unit Vessels	DU-JA-00-56	City Of Jacksonville Sheriff's Offic	\$91,500	\$122,000
Castaway Island Preserve - Phase I I	DU-JA-01-58	City Of Jacksonville	\$350,000	\$700,000
Charles Reece Boat Ramp Improvements- P H I (Expired)	DU-JA-01-59	City Of Jacksonville	\$25,000	\$50,000
Ortega Valley Stream Canoe Launch - Phase I I	DU-JA-01-60	City Of Jacksonville	\$162,500	\$325,000
Sister's Creek Esplanade	DU-JA-01-61	City Of Jacksonville	\$185,000	\$370,000
Sister's Creek Fixed Docks	DU-JA-01-62	City Of Jacksonville	\$50,000	\$100,000
Southeast Regional Park Canoe Launch - P H I (Expired)	DU-JA-01-63	City Of Jacksonville	\$25,000	\$50,000
Bert Maxwell Park - Phase I I	DU-JA-02-66	City Of Jacksonville	\$257,625	\$515,250
Goodby's Creek Dredge & Channel Markers-ph I (Expired)	DU-JA-02-67	City Of Jacksonville	\$25,750	\$51,500
Northbank Riverwalk Park Dolphin Mooring Lights- Ph I I	DU-JA-02-68	City Of Jacksonville	\$6,900	\$13,800
Ortega River Marker Dredge - Phase I	DU-JA-02-69	City Of Jacksonville	\$58,950	\$117,900
Palm's Fish Camp Docking & Ramp - Phase I	DU-JA-02-70	City Of Jacksonville	\$66,150	\$132,300

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Reddie Point Preserve Docking & Ramp-ph I (Expired)	DU-JA-02-71	City Of Jacksonville	\$34,100	\$68,200
Stockton Park Boardwalk & Waterfront Plaza - Phase II	DU-JA-02-72	City Of Jacksonville	\$143,900	\$287,800
Thomas Creek Park Dock & Ramp - Phase I	DU-JA-02-73	City Of Jacksonville	\$42,850	\$85,700
Arlington River Dredge - Phase II (Expired)	DU-JA-03-74	City Of Jacksonville	\$209,220	\$261,000
Southbank Riverwalk Dredge - Phase II	DU-JA-03-75	City Of Jacksonville	\$271,512	\$301,680
Stinson Park - Phase II	DU-JA-03-76	City Of Jacksonville	\$232,806	\$465,612
Stockton Park Waterfront - Phase II	DU-JA-03-77	City Of Jacksonville	\$162,000	\$364,000
Marine Unit Vessel	DU-JA-03-78	City Of Jacksonville - Sheriff	\$48,000	\$96,000
Castaway Island Preserve Dredge - Phase I (Expired)	DU-JA-04-79	City Of Jacksonville	\$41,250	\$55,000
Charles Reece Boat Ramp - Phase II (Expired)	DU-JA-04-80	City Of Jacksonville	\$187,500	\$375,000
Mandarin Park Boat Ramp - Phase II	DU-JA-04-81	City Of Jacksonville	\$82,000	\$164,000
Palms Fish Camp Boat Ramp - Phase II	DU-JA-04-82	City Of Jacksonville	\$382,250	\$764,500
Ortega River Marker Dredge - Phase II	DU-JA-04-83	City Of Jacksonville	\$255,670	\$350,000
Intracoastal Boat Ramp - Phase I & II	DU-JA-05-84	City Of Jacksonville	\$100,000	\$200,000
Michael Scanlon Boat Ramp - Phase I & II (Withdrawn)	DU-JA-05-85	City Of Jacksonville	\$200,000	\$400,000
Reddie Point - Phase II	DU-JA-05-86	City Of Jacksonville	\$600,000	\$1,200,000
St. John's Marina Dock	DU-JA-05-87	City Of Jacksonville	\$100,000	\$200,000
Goodby's Creek Dredge - Phase II	DU-JA-06-89	City Of Jacksonville	\$812,171	\$1,082,895
Mandarin Park Boat Ramp Parking - Phase I & II	DU-JA-06-90	City Of Jacksonville	\$21,250	\$42,500
Palmetto Leaves Regional Park - Phase II	DU-JA-06-91	City Of Jacksonville	\$230,500	\$461,000
Palm's Fish Camp (Boat Ramp) Acquisition	DU-JA-06-92	City Of Jacksonville	\$131,500	\$263,000
Sisters' Creek Marina Canoe Launch - Phase I	DU-JA-06-93	City Of Jacksonville	\$30,000	\$60,000
Sister's Creek Floating Dock & Pump-out Station - Ph. I	DU-JA-07-100	City Of Jacksonville	\$75,000	\$150,000
Alimacani Boat Ramp Shore Stabilization - Phase I	DU-JA-07-94	City Of Jacksonville	\$54,250	\$108,500
Joe Calucci Boat Ramp Renovation - Phase I	DU-JA-07-95	City Of Jacksonville	\$48,750	\$97,500
Intracoastal Wtwy. Boat Ramp Parking Acq. (Terminated)	DU-JA-07-96	City Of Jacksonville	\$633,000	\$1,000,000
Lighthouse Marine Boat Ramp Extension-ph 1 (Withdrawn)	DU-JA-07-97	City Of Jacksonville	\$54,250	\$108,500
Metropolitan Park Marina Electric Upgrades	DU-JA-07-98	City Of Jacksonville	\$450,000	\$900,000
Palms Fish Camp Additional Parking	DU-JA-07-99	City Of Jacksonville	\$117,250	\$234,500
Castaway Island Preserve Dredge - Phase II	DU-JA-08-101	City Of Jacksonville	\$400,000	\$800,000
Harborview Boat Ramp Upgrades	DU-JA-08-102	City Of Jacksonville	\$34,500	\$69,000
Intracoastal Wtwy. Boat Ramp Parking Acq. (Terminated)	DU-JA-08-103	City Of Jacksonville	\$267,000	\$534,000
Michael Scanlon Boat Facility Renovation	DU-JA-08-104	City Of Jacksonville	\$220,000	\$440,000
Sisters Creek Canoe Launch - Phase II	DU-JA-08-105	City Of Jacksonville	\$75,000	\$150,000
Alimacani Shoreline Stabilization - Phase II	DU-JA-09-107	City Of Jacksonville	\$400,000	\$800,000

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Arlington River Dredge - Phase I (Terminated)	DU-JA-09-108	City Of Jacksonville	\$75,000	\$150,000
Jacksonville Zoo Dock Extension - Phase I (Expired)	DU-JA-09-109	City Of Jacksonville	\$90,000	\$180,000
Mandarin Park Parking Lot Addition	DU-JA-09-110	City Of Jacksonville	\$225,000	\$450,000
Trout River Fishing Bridge - Phase I	DU-JA-09-111	City Of Jacksonville	\$100,000	\$200,000
Improvements & Repairs of Four (4) Boat Ramps	DU-JA-1	City of Jacksonville	\$250,000	\$500,000
Harborview Restroom - Phase I I	DU-JA-10-114	City Of Jacksonville	\$175,000	\$350,000
Joe Carlucci Boat Ramp - Phase I I	DU-JA-10-115	City Of Jacksonville	\$225,000	\$450,000
Mayport Boat Ramp - Phase I	DU-JA-10-116	City Of Jacksonville	\$60,000	\$120,000
Sisters Creek Docks & Pump-out - Phase I I	DU-JA-10-117	City Of Jacksonville	\$270,000	\$540,000
Ortega River Mooring Field - Phase I	DU-JA-11-118	City Of Jacksonville	\$100,000	\$200,000
Trout River Pier, South End - Phase I I	DU-JA-11-119	City Of Jacksonville	\$323,000	\$646,000
Mayport Boat Ramp Docks - Phase I I	DU-JA-12-121	City Of Jacksonville	\$401,675	\$803,350
Pottsburg Creek Dredge - Phase I	DU-JA-12-122	City Of Jacksonville	\$125,000	\$250,000
Arlington Lions Club Boardwalk - Phase I	DU-JA-13-123	City Of Jacksonville	\$40,420	\$80,840
Charles Reese Fishing Pier - Phase I	DU-JA-13-124	City Of Jacksonville	\$44,250	\$88,500
County Dock Boat Ramp - Phase I	DU-JA-13-125	City Of Jacksonville	\$46,260	\$92,520
Exchange Island - Phase I	DU-JA-13-126	City Of Jacksonville	\$57,880	\$115,760
Fishing Creek Dredge - Phase I I	DU-JA-13-127	City Of Jacksonville	\$225,000	\$450,000
Half Moon Island Boat Ramp - Phase I (Expired)	DU-JA-13-128	City Of Jacksonville	\$25,100	\$50,200
Half Moon Island Kayak Launch - Phase I (Expired)	DU-JA-13-129	City Of Jacksonville	\$45,100	\$90,200
Lighting At 2 Boat Ramps	DU-JA-13-130	City Of Jacksonville	\$143,930	\$287,860
Northbank Riverwalk - Phase I	DU-JA-13-131	City Of Jacksonville	\$40,000	\$80,000
Northshore Kayak Launch - Phase I	DU-JA-13-132	City Of Jacksonville	\$29,350	\$58,700
Ortega Channel Markers - Phase I I	DU-JA-13-133	City Of Jacksonville	\$16,800	\$33,600
Sisters Creek Dock Redesign - Phase I (Expired)	DU-JA-13-134	City Of Jacksonville	\$35,380	\$70,760
Arlington Lions Club Park Boardwalk - Phase II	DU-JA-14-136	City of Jacksonville	\$105,750	\$211,500
Exchange Club Island Park - Phase II	DU-JA-14-137	City of Jacksonville	\$113,250	\$226,500
Northbank Riverwalk - Phase II	DU-JA-14-138	City of Jacksonville	\$71,400	\$142,800
County Dock Boat Ramp - Phase II	DU-JA-15-139	City of Jacksonville	\$62,615	\$125,230
Sisters Creek Dock Redesign - Phase II	DU-JA-15-140	City of Jacksonville	\$139,524	\$279,048
Mayport Boat Ramp Phase 2B	DU-JA-15-141	City of Jacksonville	\$99,000	\$198,000
Tillie Fowler Kayak Launch - Phase I	DU-JA-15-142	City of Jacksonville	\$46,000	\$92,000
Wayne B. Stevens Docks	DU-JA-15-143	City of Jacksonville	\$60,500	\$121,000
Pottsburg Creek Dredge - Phase II	DU-JA-15-144	City of Jacksonville	\$385,812	\$771,624
Joe Carlucci Boat Ramp Dock Ext. - Phase I	DU-JA-15-145	City of Jacksonville	\$46,500	\$93,000

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

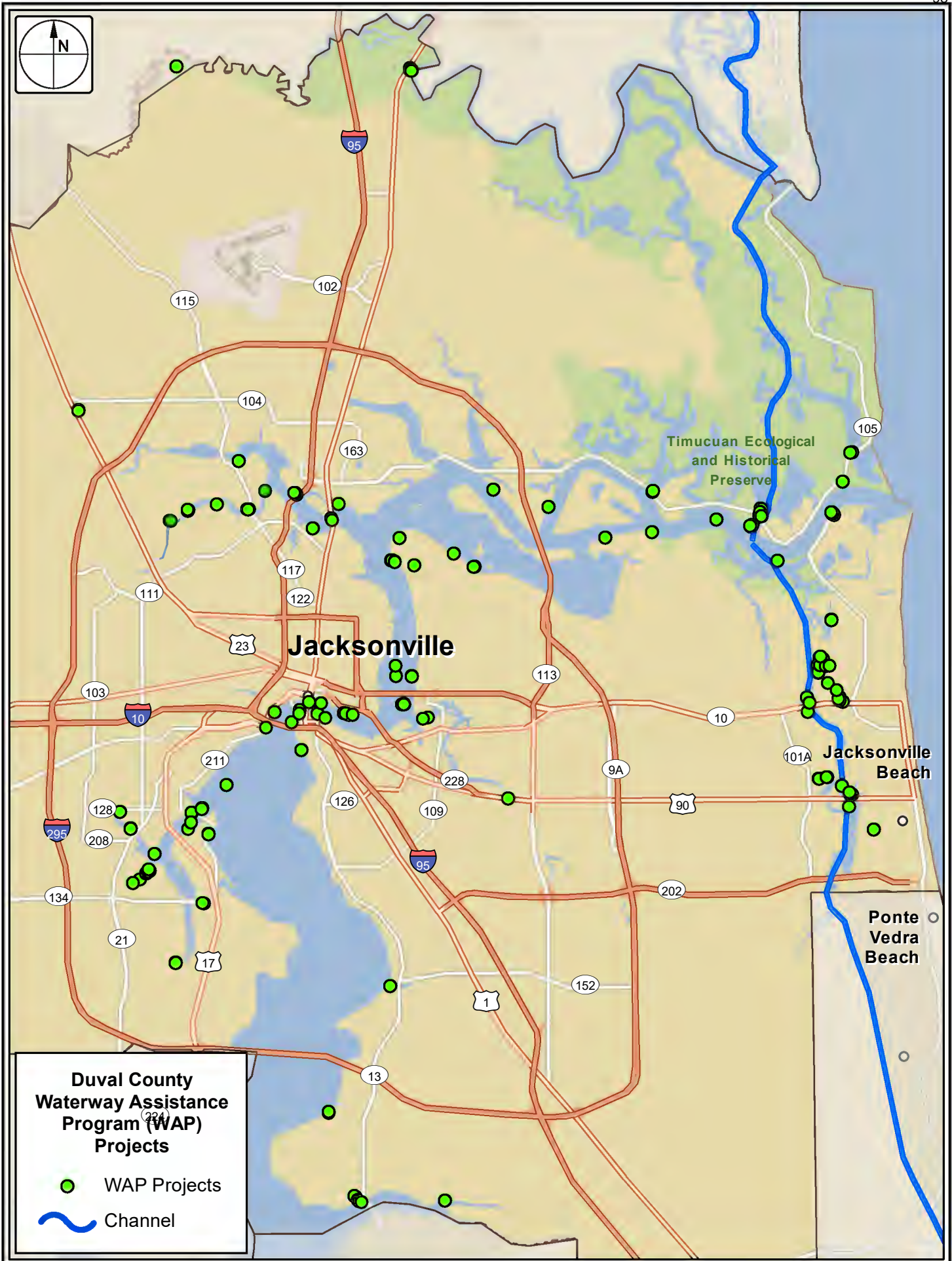
PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Metro Park Dock Replacement - Phase 1	DU-JA-15-146	City of Jacksonville	\$96,750	\$193,500
Charles Reese Fishing Pier, PH 2	DU-JA-16-148	City of Jacksonville	\$138,735	\$277,470
Exchange Island Pavilions, Phase 2B	DU-JA-16-149	City of Jacksonville	\$80,360	\$160,720
Half Moon Island Park & Boat Ramp, PH 2A	DU-JA-16-150	City of Jacksonville	\$924,199	\$1,848,398
Metro Park Marina Dredge, PH I (Withdrawn)	DU-JA-16-151	City of Jacksonville	\$100,000	\$200,000
Northshore Kayak Launch, PH 2	DU-JA-16-152	City of Jacksonville	\$68,972	\$137,944
School Board Property ADA Kayak Launch Ph I	DU-JA-16-153	City of Jacksonville	\$60,000	\$120,000
Bert Maxwell Boat Ramp Dock	DU-JA-17-155	City of Jacksonville	\$50,000	\$100,000
Half Moon Island Park & Boat Ramp - PH 2B	DU-JA-17-156	City of Jacksonville	\$550,000	\$1,100,000
Joe Carlucci Boat Ramp Dock Ext. - PH 2	DU-JA-17-157	City of Jacksonville	\$275,000	\$550,000
Mandarin Boat Ramp Dock & Kayak Launch - PH I	DU-JA-17-158	City of Jacksonville	\$75,000	\$150,000
Oak Harbor Boat Ramp Dredge - PH I	DU-JA-17-159	City of Jacksonville	\$100,000	\$200,000
Post Street Dock - PH I	DU-JA-17-160	City of Jacksonville	\$75,000	\$150,000
Ribault River Channel Markers - PH I	DU-JA-17-161	City of Jacksonville	\$30,000	\$60,000
Riverfront Park Fishing Platform - PH I	DU-JA-17-162	City of Jacksonville	\$60,000	\$120,000
Sisters Creek Lighting - PH II	DU-JA-17-163	City of Jacksonville	\$110,000	\$220,000
St Johns Marina Ramp - PH I	DU-JA-17-164	City of Jacksonville	\$50,000	\$100,000
Sisters Creek Boat Ramp	DU-JA-87-2	City of Jacksonville	\$141,382	\$282,764
Oak Harbor and ICW Boat Ramp	DU-JA-88-3	City of Jacksonville	\$237,000	\$475,750
Mandarin Park Boat Ramp	DU-JA-89-4	City of Jacksonville	\$300,000	\$650,000
T.K. Stokes Boat Ramp	DU-JA-89-5	City of Jacksonville	\$100,000	\$236,000
Metropolitan Park Docking	DU-JA-90-6	City of Jacksonville	\$282,000	\$564,000
Metropolitan Park Docking Facility	DU-JA-91-7	City of Jacksonville	\$450,000	\$900,000
Arlington Road Boat Ramp	DU-JA-92-8	City of Jacksonville	\$35,000	\$70,000
Mayport Boat Ramp	DU-JA-92-9	City of Jacksonville	\$125,000	\$250,000
Minimum Wake - Waterway Signs	DU-JA-93-10	City Of Jacksonville	\$15,000	\$30,000
Bert Maxwell Park - Phase I	DU-JA-93-11	City Of Jacksonville	\$38,000	\$76,000
Hood Landing Boat Ramp - Phase I	DU-JA-93-12	City Of Jacksonville	\$10,000	\$20,000
Lonnie Wurn Boat Ramp - Phase I	DU-JA-93-13	City Of Jacksonville	\$13,500	\$27,000
Mayport Boat Ramp - Phase I	DU-JA-93-14	City Of Jacksonville	\$30,000	\$60,000
Metropolitan Park	DU-JA-93-15	City Of Jacksonville	\$201,349	\$433,008
Oak Harbor Boat Ramp - Phase I	DU-JA-93-16	City Of Jacksonville	\$10,000	\$20,000
Metropolitan Park Docking Facility	DU-JA-94-17	City Of Jacksonville	\$579,635	\$1,159,270
Mayport Boat Ramp - Phase I I	DU-JA-95-19	City Of Jacksonville	\$233,092	\$466,184
Lonnie Wurn Boat Ramp - Phase I I	DU-JA-95-20	City Of Jacksonville	\$159,020	\$221,860

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Bert Maxwell Park - Phase I I	DU-JA-95-21	City Of Jacksonville	\$108,500	\$108,500
Oak Harbor Boat Ramp - Phase I I	DU-JA-95-22	City Of Jacksonville	\$82,000	\$82,000
Wayne B. Stevens Boat Ramp Park	DU-JA-96-24	City Of Jacksonville	\$11,860	\$45,000
Wayne B. Stevens Area Dredging - Phase I	DU-JA-96-25	City Of Jacksonville	\$18,200	\$36,400
Dinsmore Boat Ramp Park	DU-JA-96-27	City Of Jacksonville	\$95,530	\$199,900
Lighthouse Marine Boat Ramp Park	DU-JA-96-28	City Of Jacksonville	\$278,817	\$557,634
Lonnie Wurn Fishing Pier	DU-JA-97-29	City Of Jacksonville	\$23,468	\$46,935
Lighthouse Marine Boat Ramp Park Restroom	DU-JA-98-32	City Of Jacksonville	\$30,000	\$60,000
Wayne B. Stevens Area Dredging - Phase I I	DU-JA-98-33	City Of Jacksonville	\$384,930	\$427,700
Sisters Creek Marina	DU-JA-98-34	City Of Jacksonville	\$302,500	\$605,000
Jacksonville Zoo Dredge - Phase I (Withdrawn)	DU-JA-98-35	City Of Jacksonville	\$31,500	\$63,000
Blue Cypress Park Fishing Pier And Boardwalk	DU-JA-98-36	City Of Jacksonville	\$82,500	\$165,000
Dutton Island Canoe Launch - Phase I	DU-JA-99-37	City Of Jacksonville	\$21,000	\$43,000
Westside Regional Canoe Launch - Phase I I (Withdrawn)	DU-JA-99-38	City Of Jacksonville	\$179,500	\$359,000
Metro Park Marina Maintenance Dredging	DU-JA-99-39	City Of Jacksonville	\$270,000	\$300,000
Jacksonville Zoo Channel Dredging - Ph I I (Withdrawn)	DU-JA-99-40	City Of Jacksonville	\$301,500	\$335,000
J.S.O. Marine Patrol Unit Vessel	DU-JA-99-41	City Of Jacksonville	\$52,500	\$70,000
Ortega Stream Valley Canoe Launch - Phase I	DU-JA-99-42	City Of Jacksonville	\$32,000	\$64,000
Davis Island Boardwalk & Fishing Pier - Phase I	DU-JB-00-55	City Of Jacksonville Beach	\$5,340	\$10,680
Davis Island Boardwalk & Fishing Pier	DU-JB-01-64	City Of Jacksonville Beach	\$25,890	\$51,780
Cradle Creek Preserve - Phase I I	DU-JB-05-88	City Of Jacksonville Beach	\$296,470	\$592,940
Mile Point - Phase I (Expired)	DU-JPA-09-112	Jacksonville Port Authority	\$300,000	\$2,400,000
Dames Point Shoreline Stabilization	DU-JPA-96-23	Jacksonville Port Authority	\$200,000	\$2,000,000
Alimacani Park Improvements, PH I	DU-JA-18-165	City of Jacksonville	\$60,000	\$120,000
Bert Maxwell Dredge, PH I	DU-JA-18-166	City of Jacksonville	\$75,000	\$150,000
Castaway Island Dredge, PH I	DU-JA-18-167	City of Jacksonville	\$75,000	\$150,000
Exchange Club Island Development, PH I	DU-JA-18-168	City of Jacksonville	\$60,000	\$120,000
Goodbys Creek Dredge, PH I	DU-JA-18-169	City of Jacksonville	\$90,000	\$180,000
Jacksonville Zoo Dock, PH I	DU-JA-18-170	City of Jacksonville	\$125,000	\$250,000
Liberty Street Marina, PH I	DU-JA-18-171	City of Jacksonville	\$150,000	\$300,000
Palms Fish Camps Docks	DU-JA-18-172	City of Jacksonville	\$350,000	\$700,000
Reed Island Development, PH I	DU-JA-18-173	City of Jacksonville	\$100,000	\$200,000
Ribault River Preserve Fishing Pier, PH I	DU-JA-18-174	City of Jacksonville	\$30,000	\$60,000
Riverview Park Boat Ramp, PH I	DU-JA-18-175	City of Jacksonville	\$75,000	\$150,000
Tillie Fowler Kayak Launch, PH II	DU-JA-18-176	City of Jacksonville	\$140,000	\$280,000

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2019

PROJECT NAME	PROJECT NUMBER	PROJECTS SPONSER	GRANT AMOUNT	TOTAL COST
Johnston Island Acquisition	DU-JA-19-177	City of Jacksonville & Atlantic Bea	\$375,000	\$1,500,000
Mandarin Park Dock & Kayak Launch, PH II	DU-JA-19-178	City of Jacksonville	\$375,000	\$750,000
Oak Harbor Boat Ramp Dredge, PH II	DU-JA-19-179	City of Jacksonville	\$800,000	\$1,600,000
		TOTAL=	\$26,109,612	\$53,908,071





**US Army Corps
of Engineers** 
Jacksonville District

**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
March 20, 2020**



WORK ACTIVITIES IN FY 20:

1. IWW: Jupiter (Palm Beach County) / Crossroads (Martin County)
2. IWW/OWW: DMMA O-23 (Martin County)
3. OWW: OWW Reach 3 (Martin County)
4. MISCELLANEOUS



**US Army Corps
of Engineers**
Jacksonville District

**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
March 20, 2020**



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns River

IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)

OWW = Okeechobee Waterway (Martin and Palm Beach Counties)

DMMA = Dredge Material Management Area

1. WORK ACTIVITY: IWW Jupiter (Palm Beach) / Crossroads (Martin County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Maintenance dredging of the IWW Crossroads and Jupiter reaches of the IWW. Crossroads has the highest shoaling rate of all reaches of the IWW, 425 miles. There is approximately 100k cy of material between the two reaches. Crossroads material will likely be placed in the St. Lucie Inlet impoundment basin and Jupiter material on the beach. Current path forward is to proceed with a procurement for Crossroads and Jupiter together (1 project with adjacent reaches).

SCHEDULE:

- | | |
|-------------------------------|--------------|
| • Complete draft P&S | 14 Feb 2020A |
| • WQC issued | 18 May 2020 |
| • Complete NEPA | 18 May 2020 |
| • BCOE Certification complete | 18 May 2020 |
| • Advertise | 27 May 2020 |
| • Award | 22 July 2020 |

FIND WORK ORDER: No work order is needed. Funding will come in the form of President's Budget funding and Supplemental funding.

NAME OF CONTRACTOR: TBD

STATUS: P&S are complete and moving through the review process.

ACTION: Informational, no action required.



**US Army Corps
of Engineers** 
Jacksonville District

**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
March 20, 2020**



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

CONTRACT AMOUNT: TBD

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

Taylor Engineering completed a Phase II HTRW investigation on the site and adjacent property to ensure that there were no unknown issues (commercial cleaners next door). Phase II came back clean. Taylor has obtained the ERP for the stormwater work and will also obtain the ERP for DMMA construction. Need to complete NEPA in order to meet our schedule.

SCHEDULE:

- | | |
|-------------------------------|--------------|
| • Complete draft P&S | 9 April 2020 |
| • NEPA/ERP complete | 4 Aug 2020 |
| • BCOE Certification complete | 4 Aug 2020 |
| • Advertise | 26 Aug 2020 |
| • Award | 22 Oct 2020 |

FIND WORK ORDER: FIND work order for construction funds will be required. Anticipate requesting at the July 2020 Board meeting.

NAME OF CONTRACTOR: TBD

STATUS: P&S are underway and NEPA is underway. Team is working toward an advertisement date of 26 Aug 2020.

ACTION: Informational, no action required.



**US Army Corps
of Engineers** 
Jacksonville District

**IWW STATUS
UPDATE
FIND Board of
Commissioners Meeting
March 20, 2020**



3. WORK ACTIVITY: OWW Reach 3 (Martin County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Class 3 funding has been identified for OWW Reach 3. Material from the reach will be placed in the recently constructed DMMA 07. Cultural resource survey has been performed. Need to complete NEPA.

SCHEDULE:

- | | |
|-------------------------------|-------------|
| • Complete draft P&S | 29 May 2020 |
| • Exemption issued | 3 Aug 2020 |
| • Complete NEPA | 3 Aug 2020 |
| • BCOE Certification complete | 3 Aug 2020 |
| • Advertise | 1 Sept 2020 |
| • Award | 28 Oct 2020 |

FIND WORK ORDER: Supplemental funding will be used for the dredging contract. No work order is anticipated.

NAME OF CONTRACTOR: TBD

STATUS: P&S are underway and NEPA is underway. Team is working toward a 1 Sept 2020 advertisement of the contract.

ACTION: Informational, no action required.



**US Army Corps
of Engineers** 
Jacksonville District

**IWW STATUS
UPDATE
FINN Board of
Commissioners Meeting
March 20, 2020**



4. MISCELLANEOUS:

ST. AUGUSTINE (ST. JOHNS): Currently the path forward is for the Vilano Beach shore protection project to dredge the IWW St. Augustine reach as a borrow source for beach sand in lieu of an O&M maintenance event. PMs for both projects are coordinating the potential to place approximately 20k cy of material from the IWW within the dune breach on Anastasia State Park.

Shelley's Status: Starting 23 March 2020 Shelley will be traveling to Phoenix, Az to assist with the border wall construction. Return to Jacksonville is scheduled for 21 July 2020. While out, Ms. Ashleigh Fountain will be filling in. Ashleigh has a strong planning background and is very organized and focused on execution! You will be in great hands!

ATTACHMENT E-5

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM**

PROJECT COST ESTIMATE

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

PROJECT TITLE: Metro Park Electrical Upgrades Phase I and II

APPLICANT: City of Jacksonville

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity Estimated Cost (Number and/or Footage)	Applicant's Cost	FIND Cost
Install and wire pedestals		\$112,500.00	\$112,500.00
 Pedestals		\$75,000.00	\$75,000.00
 Service and feeders		\$60,000.00	\$60,000.00
 Controller		\$10,000.00	\$10,000.00
 Building		\$15,000.00	\$15,000.00
 Plumbing		\$87,500.00	\$87,500.00
 Lighting		\$90,000.00	\$90,000.00

**** TOTALS =** \$ _____ **\$ 450,000.00** **\$ 450,000.00**

DU-JA-99-39

**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

PROJECT COST ESTIMATE

PROJECT TITLE: METROPOLITAN PARK MARINA MAINTENANCE DREDGE

APPLICANT: CITY OF JACKSONVILLE

Project Elements	Quantity (Number and/or Footage)	Estimated Cost	Applicant's Cost	FIND Cost
Mobilization/Demobilization		\$57,000	\$5,700	\$51,300
Dredging	14,000 CY @ \$14/CY	\$196,000	\$19,600	\$176,400
Disposal Fee	\$3/CY	\$42,000	\$4,200	\$37,800
Surveyor		\$5,000	\$500	\$4,500
Totals		\$300,000	\$30,000	\$270,000

DU-JA-94-17

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

PROJECT COST ESTIMATE

PROJECT TITLE: Metropolitan Park Floating Docks II

APPLICANT: City of Jacksonville

Project Elements	Quantity (Number and/or Footage)	Estimated Cost	Applicants Cost	FIND Cost
Installation of Floating Docks and piles.				
Dock "A"	1572 S.F.	\$207,504 (\$132/S.F.)	\$103,752	\$103,752
Dock "B"	1536 S.F.	\$202,752 (\$132/S.F.)	\$101,376	\$101,376
Dock "C"	3360 S.F.	\$443,520 (\$132/S.F.)	\$221,760	\$221,760
Dock "D"	3648 S.F.	\$404,928 (\$111/S.F.)	\$202,464	\$202,464
Dock "E"	2592 S.F.	\$303,264 (\$117/S.F.)	\$151,632	\$151,632
Total of Docks	12,708 S.F.	\$1,561,968	\$780,984	\$780,984
Funded to date		\$ 402,698	\$201,349	\$201,349
Total 1994/1995 Project		\$1,159,270	\$579,635	\$579,635

Note: The City of Jacksonville has paid all engineering design fees, environmental permitting fees, and will pay all construction administration fees for this project.

Form No. 90-25
New 10-14-92

EXHIBIT B

Janet Zimmerman

From: Burket, Brian <BBurket@coj.net>
Sent: Friday, March 6, 2020 5:01 PM
To: Janet Zimmerman
Cc: Joseph, Daryl
Subject: RE: FIND Board: March meeting
Attachments: 2019-196-E.PDF; Metro Park_Concept.pdf

Janet,

Attached is an updated concept from the proposed developer showing the future plans for Metro Park (the footprint of the marina is basically the same as exists today). Also attached is City Ordinance 2019-196 regarding our Downtown Overlay Zone. Page 82 shows a map of our riverfront zones and p. 84 (d) discusses our Riverwalk requirement:

"Within Zone A, a minimum 25 ft. wide perpetual easement or dedication of property, running the length of the setback shall be granted to the City for the Riverwalk, adjacent to the bulkhead or mean high water line of the river, whichever is farther upland, for the purpose of construction of a public Riverwalk along the riverfront to be part of a continuous Riverwalk system."

On page 76-77, it also discusses the requirement for Access Corridors perpendicular to the river so public can access to the Riverwalk at regular intervals.

Page 160 of the PDF are the Riverwalk Design Guidelines which state that the width of the Riverwalk must be 15' wide and allows for a minimum of 12' wide in short intervals at constrained locations.

We will bring an updated Powerpoint presentation that further describes/discusses these requirements in an effort to address the comments voiced at the January Board meeting.

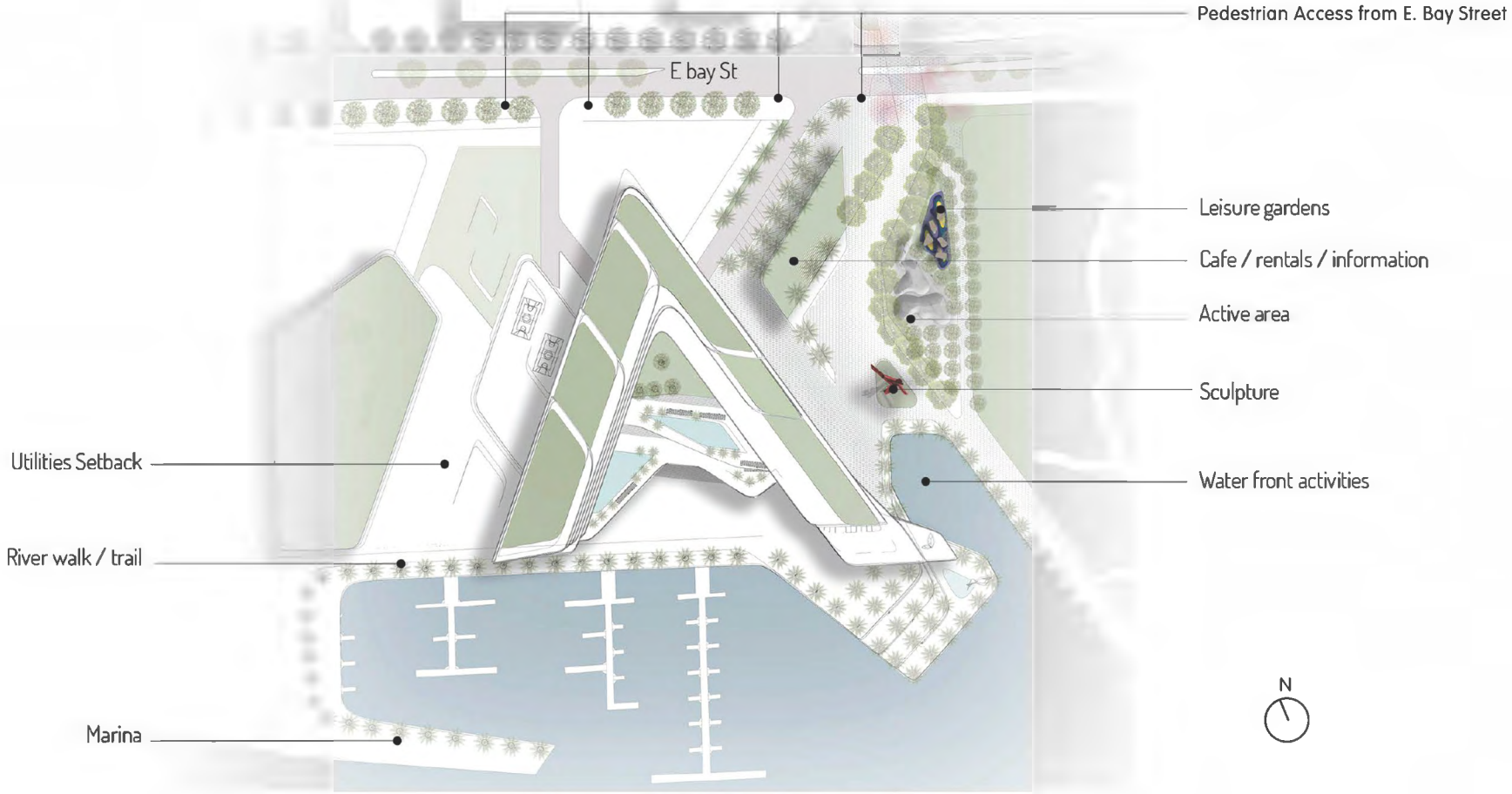
Let me know if you have any questions,
 Brian

Brian Burket
 Waterfront Project Manager
 City of Jacksonville | Parks, Recreation and Community Services
 214 N. Hogan Street, 4th Floor, Room 439
 Jacksonville, FL 32202
 (904) 255-7935
www.coj.net

From: Janet Zimmerman [mailto:jjzimmerman@aicw.org]
Sent: Friday, March 06, 2020 2:37 PM
To: Burket, Brian
Subject: RE: FIND Board: March meeting

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thanks Brian.



Pedestrian Access from E. Bay Street

E bay St

Leisure gardens

Cafe / rentals / information

Active area

Sculpture

Water front activities

Utilities Setback

River walk / trail

Marina





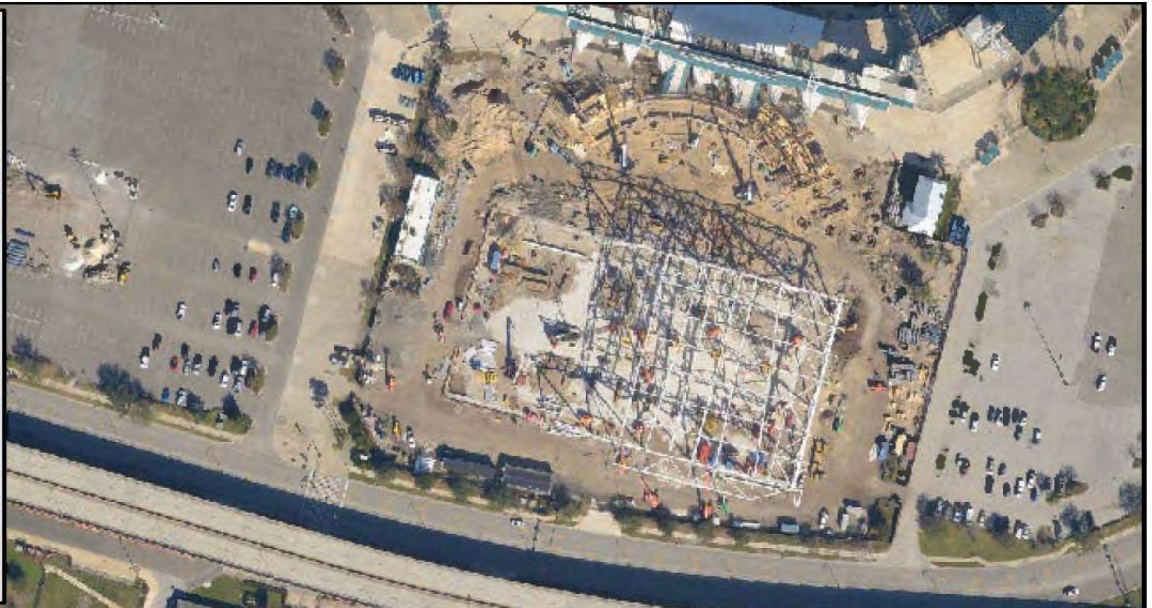
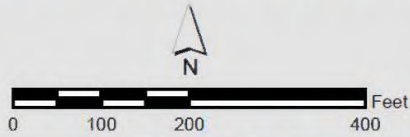
Metro Park Marina FIND Grants Repayment Request

September 26, 2019
City of Jacksonville, Florida
Parks, Recreation & Community Services
214 N. Hogan St, 4th Floor
Jacksonville, FL 32202
Attn: Daryl Joseph, Director
904-255-7903
Djoseph@coj.net

DRAFT

Metropolitan Park FIND Grant Projects

- 1990 - Bulkhead & Fixed Docks
- 1991 - Dredge & Bulkhead
- 1993 - Floating Docks D & E
- 1994 - Floating Docks A, B & C
- 1999 - Dredge
- 2007 - Electric Pedestals & Water Lines



History of Metro Park FIND Grants

PROJECT NUM	PROJECT NAME	GRANT AMOUNT	TOTAL COST	AMOUNT PAID BY FIND	COMPLETED
DU-JA-90-6	Metropolitan Park Docking, Phase 1 (west bulkhead & fixed dock)	\$282,000	\$564,000	\$282,000	12/1993
DU-JA-91-7	Metropolitan Park Docking, Phase 2 (dredging & turnaround basin bulkhead)	\$450,000	\$900,000	\$363,754	1/1994
DU-JA-93-15	Metropolitan Park Docking, Phase 3 (floating docks D & E)	\$201,349	\$433,008	\$201,349	9/24/1996
DU-JA-94-17	Metropolitan Park Docking Facility (floating docks A, B & C)	\$579,635	\$1,159,270	\$579,635	9/23/1996
DU-JA-99-39	Metro Park Marina Dredging	\$270,000	\$300,000	\$175,725	9/9/2002
DU-JA-07-98	Metropolitan Park Marina Electric Pedestals	\$450,000	\$900,000	\$450,000	6/2/2010
DU-JA-15-146	Metro Park Fixed Dock Replacement (design phase)	\$96,750	\$193,500	EXPIRED	EXPIRED
TOTAL				\$2,052,463	
	Active Grants still within 25 year "dedication for public use" period				

Total Cost Paid by City to Repair, Replace & Maintain Grant Funded Facilities

- Projects have included:
 - one additional dredge of marina basin
 - repair/replace damaged docks & gangways
 - repair/replace electric pedestals & water lines

PROJECT NUM	PROJECT NAME	AMOUNT PAID BY FIND	CITY COST TO MAINTENANCE (2007 – PRESENT)
DU-JA-93-15	Metropolitan Park Docking, Phase 3 (floating docks D & E)	\$201,349	\$281,675
DU-JA-94-17	Metropolitan Park Docking Facility (floating docks A, B & C)	\$579,635	\$252,295
DU-JA-99-39	Metro Park Marina Dredging	\$175,725	\$477,440
DU-JA-07-98	Metropolitan Park Marina Electric Pedestals	\$450,000	\$37,101
TOTAL		\$1,406,709	\$1,048,511

Grant Repayment Request

1. Amortize repayment for:

- DU-JA-93-15
- DU-JA-94-17
- DU-JA-07-98

2. Recognize exhaustion of useful life of dredge for:

- DU-JA-99-39

Grant number	Year Awarded	Year Paid	Amount paid to City	Time remaining in 25 year dedication	Payback per year remaining	Payback amount Nov 2019
DU-JA-93-15	1993	1996	\$201,349	2	\$8,053	\$16,106
DU-JA-94-17	1994	1996	\$579,635	2	\$23,185	\$46,370
DU-JA-99-39	1999	2002	\$175,725	8	Dredging project, dedication time considered met	\$0
DU-JA-07-98	2007	2010	\$450,000	16	\$18,000	\$288,000
DU-JA-15-146	2015	Expired	\$0	N/A	N/A	N/A
TOTAL						\$350,476



THORN RUN PARTNERS

GOVERNMENT RELATIONS

February 7, 2020

May 4, 2018

Monthly Report for
 Monthly Report for the Florida Inland Navigation District
The Florida Inland Navigation District

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

FROM: Jim Davenport, Partner

FISCAL YEAR 2021 APPROPRIATIONS REQUESTS

On February 10, the President's Fiscal Year 2021 Budget proposal will be sent to Congress. The Army Corps of Engineers FY21 Budget Request will be included with the proposal, and we will inform you of any funding requested for the Intracoastal Waterway and Okeechobee Waterway for FY21.

Subsequent to the release, we will begin submitting programmatic funding requests to your congressional delegation, asking them to request FY21 funding for inland waterways, navigation and small, remote, subsistence harbors. For the upcoming fiscal year, we plan to seek \$75 million under each of those accounts, which would be a modest increase over previous fiscal years.

We will also be asking FIND to send letters to your congressional delegation seeking this funding. We will prepare the letters on your behalf and send them to you next week. Generally, appropriations requests are due to the House and Senate Appropriations Committees in mid-to-late March. We will have all relevant materials submitted to your delegation well in advance of that deadline so that they can make the requests on your behalf.

Then, as a follow-up to our appropriations submissions, FIND Commissioners will be in Washington, DC on March 25th and 26th to discuss FIND's funding needs. We will begin requesting those meetings soon.

Please contact me with any questions.

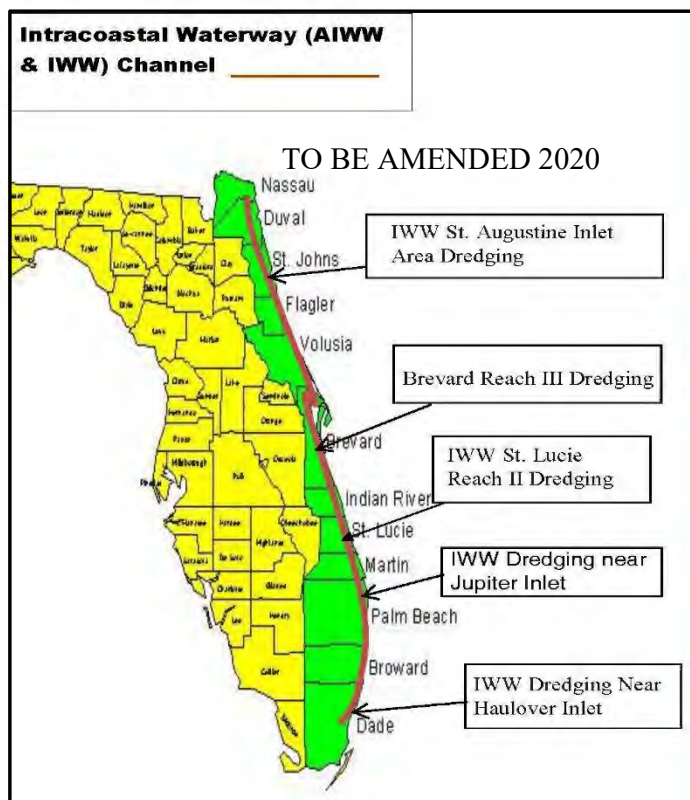
MAINTENANCE DREDGING OF THE INTRACOASTAL WATERWAY (IWW) IN FLORIDA

ISSUE: In FY 2021, maintenance dredging of three (3) areas within the Atlantic Intracoastal Waterway (AIWW) and the Intracoastal Waterway (IWW) in Florida is required to maintain safe navigability.

BACKGROUND: Operation & maintenance of the AIWW & the IWW in Florida is a Federal responsibility under the U.S. Army Corps of Engineers (USACE), while the Florida Inland Navigation District (FIND) is required to provide the lands for the construction of Dredged Material Management Areas (DMMA). Inadequate Federal funding creates a maintenance backlog, increasing long-term costs and decreasing the reliability and safety this public infrastructure project for use by military, commercial and recreational vessels. **Failure to maintain the waterway results in millions of dollars in lost economic output and tax revenue.**

PROJECTS: Maintenance dredging of three areas with documented shoaling problems are necessary to improve navigation in Flagler and St. Lucie counties, as well as a condition survey of the entire waterway:

- Maintenance dredging of the Federal IWW navigation channel area of Palm Valley North/South in Duval/St. Johns County is necessary to keep the channel navigable. The project is being permitted and will be ready to construct upon receipt of Federal funding. Total project costs are estimated to be \$6.6M. **Congress is requested to provide 50% cost-share funding (\$3.3 M) for dredging this important Federal navigation project.**
- Flagler Reach II & IV contains an estimated 300,000 cu/yds of sediment in the IWW Channel that is hindering navigation and degrading water quality. Maintenance dredging will return the Federal channel (currently at -8' in some areas) to the -12' Federally authorized depth. This project will have the added benefit of water quality improvements to the areas waterways by removing fine sediments that accumulate in the channel. FIND will cost-share with the USACE on this project, estimated to cost \$3M. **Congress is requested to provide 50% cost-share funding of \$1.5M for this important federal navigation project.**
- Brevard County Reach III contains approximately 600,000 cu/yds of sediment in the IWW Channel that is hindering navigation and degrading water quality. Maintenance dredging will return the Federal channel (currently at -8' in some areas) to the -12' Federally authorized depth. This project will have the added benefit of water quality improvements to the Indian River Lagoon by removing fine sediments that accumulate in the channel. FIND will cost-share with the USACE on this project, estimated to cost \$8M. **Congress is requested to provide 50% cost-share funding of \$4M for this important federal navigation project.**
- The Federal IWW navigation channel in St. Lucie County Reach I & II is in need of maintenance dredging. FIND has completed construction of a \$4M upland facility (DMMA M-8) required for this dredging reach. Total project costs are estimated to be \$5M. **Congress is requested to provide 50% cost-share funding (\$2.5M) for dredging of this important Federal navigation project.**

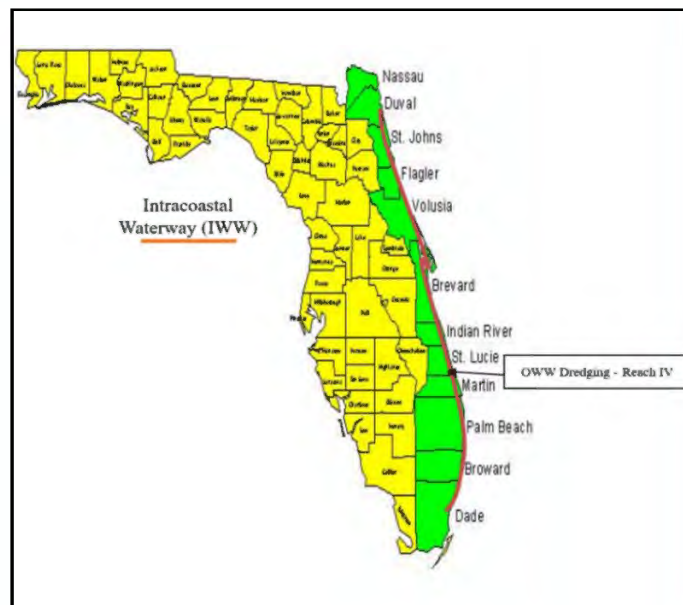
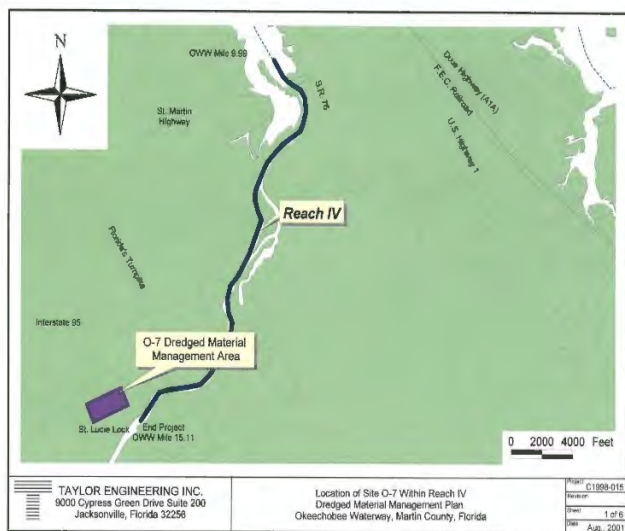


BENEFITS OF FEDERAL COST-SHARE PARTICIPATION: The AIWW & IWW in Florida annually transport tons of commercial cargo and are utilized by over 180,000 recreational vessels; **provides \$16.5 billion in waterway-related, annual economic output**, which includes \$11.4 billion in annual tourist spending from over 7.2 million tourist, and generating over 208,000 Florida jobs. The waterways generate \$3.4 billion in additional tax revenues and increase property values (on average) by \$48 billion. Studies have shown that these benefits would be reduced by 16% if the waterway is not properly maintained. Each Federal dollar allocated to this project is directly matched by a **MINIMUM of THREE** state dollars, which totaled results in an economic multiplier of 4.2 to one. Allocating \$4 M or more in federal funding avoids the potential lost of over \$1 billion in additional, waterway-related revenue.

MAINTENANCE DREDGING OKEECHOBEE WATERWAY (OWW) PROJECT, FLORIDA

ISSUE: In FY 2022, maintenance dredging is needed to maintain safe navigation along the Okeechobee Waterway (OWW), the only Cross-Florida waterway and a key storm evacuation route for vessels.

BACKGROUND: Operation and maintenance of the 154-mile long OWW in Florida is a Federal responsibility. This man-made navigation channel has not been maintained for many years and shoaling has decreased the Federally-authorized -8' channel to a -4' depth, causing severe navigational problems for all size classes of commercial and recreational vessels on the waterway.



As the local project sponsor, the Florida Inland Navigation District (FIND) purchased the lands necessary for the maintenance of this project. Maintenance dredging of Reach IV of the Federal navigation OWW channel is necessary to maintain its viability for a cross-Florida route and to provide a safe harbor for hurricane protection. Last year, funding was allocated for this project and subsequently reprogrammed by the Federal government, resulting in significant impacts to waterway maintenance, and the Federal & State budget. FIND will provide 50% of the estimated \$4.8 million dredging project cost. **Congress is requested to provide \$2.4 million (50% cost-share) in funding for this necessary and important Federal navigation project.**

BENEFITS: The OWW provides a critical pathway for the annual transport of tons of commercial cargo from the St. Lucie Inlet in Stuart, Florida, across Lake Okeechobee to Fort Myers, where it enters the Gulf of Mexico. The OWW is visited by over 6.6 million people annually and is estimated to have a National Economic Development (NED) impact valued at over \$75 million/year. The Corps of Engineers has estimated the average annual NED impact to navigation and recreation would be reduced by \$25.7 million/year through the loss of operation and maintenance activities. The waterway also provides safe passage to vessels in response to a threat from a tropical storm or hurricane.

Economic Benefits of the District Waterways



TOTAL ANNUAL ECONOMIC IMPACT

Annual value created by the IWW and IWW activities

\$16.5 BILLION

\$11.4 Billion ¹

Generated annually by **tourism spending** from **7.2 million** tourists



\$1.3 Billion ²

Generated annually by local **boater spending** from registered vessels



\$2.7 Billion ³

Portion of annual **property sales value** attributable to IWW and OWW proximity.



Boat Dealers, Yachting Sectors, and Commercial Fishing generate **\$1.2 Billion** in impacts from a combined \$872 million in spending

The Intracoastal Waterway (Marine I-95) and the Okeechobee Waterway currently supports **207,975 jobs**

FIND INVESTMENT

In the IWW, **\$3.9 million** ⁴ is annually spent on maintenance to avoid lost revenue of **\$1 Billion**



ADDITIONAL TAX BENEFITS

Federal Tax Revenue

\$2 Billion



State and Local Tax Revenue

\$1.4 Billion



Registered Vessels Utilizing the IWW:
251,646 ⁵



⇒ Pleasure Boating: **135,435**

⇒ Fishing: **76,027**

⇒ Sailing and other activities: **21,448**

⇒ Watersports: **18,736**

¹ Includes both in-state and out-of-state tourists. Out-of-state tourist number based on a national survey. In-state tourists reported visiting from outside FIND counties; based on survey results.

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

³ Based on hedonic modelling of premium associated with frontage or proximity to District Waterways; property values total about \$1.2 Trillion. Details for all calculations can be found in Final Report.

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

⁵ Based on actual 2017 registration data and survey results. This number is an estimate of the number of registered vessels that utilize the IWW annually.

The total number of vessels registered in District Counties as of December 31, 2017 is 294,075 which accounts for 33% of all vessels in Florida.

Economic Benefits of the District Waterways



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 \$151 million has been invested in the past 10 years⁶. These investments and the Waterways itself generate significant economic impact throughout the twelve-county region and beyond.

Different 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 \$45 Billion, or 4%, of the \$1.2 trillion in property values across the twelve-county region. Annualized, the AIWW, IWW, and OWW makes up about \$2.7 billion in actual sales value yearly.

Portion of Property Value Attributable to IWW & OWW Proximity

Property Type	% of sales value attributable to proximity	Sales value attributable to proximity
Waterfront	38%	\$17 Billion
Canal/River Access to Waterways (Single family)	36%	\$6.6 Billion
Non waterfront - 500m from Waterways	26% - 17%	\$16.3 Billion
500m - 1500m from Waterways	11% - 4%	\$4.8 Billion



⁶ based on all WAP Grants



THORN RUN PARTNERS

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE FLORIDA INLAND NAVIGATION FIND AND THORN RUN PARTNERS, LLC.

The following is an agreement between the Florida Inland Navigation FIND, hereinafter referred to as “FIND”, and the firm THORN RUN PARTNERS, LLC, a Washington, DC based firm, hereinafter referred to as “TRP”.

WHEREAS, TRP has duly qualified experts in the field of public works, transportation, water resources, Federal budget processes, Federal grant programs, and Federal regulatory programs; and

WHEREAS, in the judgment of the FIND Board of Commissioners and the FIND Executive Director, it is necessary and desirable to employ the services of TRP to assist the FIND with public works, transportation, water resources, budget processes, grant programs, and regulatory programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. **GENERAL SCOPE OF WORK:** TRP will advise and provide government relations and public affairs related services to FIND on issues affecting FIND, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate FIND’s agenda. In this role, TRP shall also assist FIND in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
- B. **SERVICES TO BE PROVIDED:** TRP will consult and advise, as requested, on public works, transportation, water resources, budget processes, Federal grant programs, and Federal regulatory programs, including, but not limited to:
 1. Assisting FIND in securing additional operation and maintenance funding for the maintenance of Atlantic Intracoastal Waterway, Intracoastal Waterway and Okeechobee Waterway Projects in Florida by working with the U.S. Congress, the Administration, the Office of Management and Budget, and the U.S. Army Corps of Engineers.
 2. Assisting FIND in securing a modification to the Magnuson Stevens Reauthorization Act, or similar legislation, to exempt the maintained channels of the Atlantic Intracoastal Waterway, the Intracoastal Waterway and the Okeechobee Waterway from the definition of Essential Fish Habitat as it pertains to mitigating for maintenance dredging activity.
 3. Monitoring and reporting to FIND on Federal legislative and regulatory issues that may impact FIND.
 4. Providing appropriate reports and backup information to discuss proposed Federal legislation and regulatory issues that may impact FIND to the Executive Director prior to regularly scheduled Board meetings for review by FIND’s Board.

5. Monitoring and advising FIND on other National advocacy efforts related to the U.S. inland waterway system, including coordination with other inland waterway efforts by the Atlantic Intracoastal Waterway Association, the National Waterways Conference, the Marine Industries Associations of Florida or other waterway interests as identified and tasked by FIND.
 6. Assisting FIND in other areas as may be requested in writing by FIND.
- C. **PAYMENT:** TRP's compensation for the services provided hereunder shall be \$9,000.00 per month. The monthly \$9,000.00 fee invoice shall be submitted by TRP at the first of each month, beginning on May 1, 2020. FIND shall reimburse the TRP for reasonable expenses incurred in connection with the TRP's work at actual cost. Expenses that are to be reimbursed include transportation and meals with client during client's trips to Washington. Expenses will be reimbursed to TRP monthly as included within the monthly invoice. All travel expenses will be incurred only following written approval by the Executive Director.
- D. **KEY PERSONNEL:** TRP has represented to FIND that FIND will have Jim Davenport as the principal of TRP's services, in the performance of TRP's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF TRP:** The parties intend that TRP, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. TRP is not to be considered an agent or employee of FIND and is not entitled to participate in any pension plan, insurance, bonus or similar benefits FIND provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments should be addressed as follows:
- | | |
|-------|---|
| FIND: | Mark Crosley, Executive Director
Florida Inland Navigation District
1314 Marcinski Rd.
Jupiter, FL 33477 |
| TRP: | Thorn Run Partners, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003 |
- D. **NON-DISCRIMINATION:** TRP shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERMS OF AGREEMENT:** This Agreement shall become effective on May 1, 2020 and shall terminate on April 30, 2023, or upon 30 day's written notice by either party with or without cause.

F. JURISDICTION; VENUE: This Agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida. For any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Palm Beach County.

G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the TRP related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the FIND or the TRP. Such public records may not be destroyed without the specific written approval of the FIND’s Executive Director and in accordance with applicable state or federal law. Upon request by the FIND, the TRP shall promptly supply copies of said public records to the FIND. Nothing contained in this paragraph shall require the disclosure of records or information that is exempt from public records disclosure pursuant to state or federal law.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the FIND. The cost of the mediator’s fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The FIND shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY’S FEES; COSTS: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney’s fees and court costs at both trial and appellate levels.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the TRP and FIND.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____.

ATTEST:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

Mark Crosley, Executive Director

WITNESSES:

THORN RUN PARTNERS, LLC

By: _____

Jim Davenport, Partner



St. Johns County Board of County Commissioners

Parks & Recreation Department

Mark Crosley Executive Director
Florida Inland Navigation District

1314 Marcinski Road
Jupiter, FL 33477-9498
Via e-mail: mcrosley@aicw.org

RE: Public Waterway Access Master Plan

Dear Mr. Crosley,

On behalf of the Board of County Commissioners of St. Johns County, the Parks and Recreation Department is pleased to submit this request to Florida Inland Navigation District for a Public Waterway Access Master Plan for the Intracoastal and St. Johns River that runs throughout St. Johns County.

The purpose of the Public Waterway Access Master Plan is to promote and maximize the public benefit and enjoyment of the Intracoastal Waterway and connections to other navigable waterways, while identifying and prioritizing the waterway access needs of the County's diverse communities. The plan will be utilized as a roadmap to provide a 3-year strategic and implementation plan prioritizing the areas for improved public waterway access, improved commercial access and strategies to meet the growing needs of the maritime community

The scope of services will include:

- Public launching and landing facilities inventory and analysis.
- Evaluation and modification of No Wake Zones.
- Analysis of Public mooring and docking facilities, including day docks and transient slips.
- Commercial and working waterfront opportunities and needs analysis.
- The identification, location, condition and analysis of existing and potential navigation channels.
- An inventory and assessment of accessible public shorelines.
- Public waterway mobilization analysis.
- Analysis of Environmental conditions affecting boat facilities, current resource inventory, and restoration opportunities.
- Economic conditions affecting the boating community and boating facilities.
- Examination of creating designated motorized, non-motorized and commercial activities at appropriate locations
- The Waterway Access Master Plan will take an independent look at both the River and Intracoastal to ensure the public has equitable access
- A complete ADA facility evaluation and recommendations

This Plan will focus on economic conditions affecting the boating community and boating facilities, while also addressing the other items listed above.

Interdepartmental and Community Collaboration

The plan will be developed under the direction of the St. Johns County staff, with the input from an Advisory Board – including representatives of FIND, City of St. Augustine staff, and no more than 2 members of the public. The Advisory Board will work with technical staff, environmental, marine industry and other pertinent interest groups. At least one presentation will be made annually and Public comments will be solicited and considered throughout the process through social media and the City and County's website.

Fee

The plan will be completed for an amount not to exceed \$195,000. The Board of County Commissioners has authorized funding in the amount of \$100,000 and staff is requesting \$95,000 from Florida Inland Navigation District.

Sincerely,



Doug Bataille
Parks and Recreation Director
St. Johns County

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: FLORIDA INLAND NAVIGATION DISTRICT	
2. Fund/Account #: 1610 300100	3. Department Name: P&R-EEL Program
4. Contract Description: EXCHANGE AGREEMENT	
5. Contract Monitor: Jenny Warner	7. Contract Type: INTERGOVT/STATE
6. Dept/Office Director: Mary Ellen Donner	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warner, Jenny <small>Digitally signed by Warner, Jenny Date: 2020.02.03 13:27:45 -05'00'</small>	02/03/2020
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jenny Ashbury <small>Digitally signed by Jenny Ashbury Date: 2020.02.03 13:27:45 -05'00'</small>	02/03/2020
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.02.04 14:31:36 -05'00'</small>	02/05/2020
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2020.02.04 13:29:07 -05'00'</small>	02/04/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

EXCHANGE AGREEMENT

This Exchange Agreement ("Agreement") is made and entered into as of the last date of signature below by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special district authorized and existing by virtue of the laws of the State of Florida ("FIND"), and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY").

WHEREAS, FIND is the owner of certain property in Brevard County, Florida containing 83.19 acres, more or less, and depicted in red on Exhibit "A" attached hereto as Parcel A, which will be more fully described in the boundary survey performed pursuant to Section 6 of this Agreement (the "FIND Parcel"); and

WHEREAS, the COUNTY is the owner of a parcel of real property in Brevard County, Florida containing 69.36 acres, more or less, and depicted in green on Exhibit "A" attached hereto as Parcel B, which will be more fully described in the boundary survey performed pursuant to Section 6 of this Agreement (the "EEL Parcel"); and

WHEREAS, the COUNTY has proposed to FIND an exchange of properties between the parties, such that COUNTY will own the FIND Parcel, and FIND will own the EEL parcel; and

WHEREAS, FIND will combine the EEL Parcel with other lands it currently owns to create a new Dredged Material Management Area known as the FIND BV-24A Site; and

WHEREAS, FIND has determined that, subject to the provisions of this Agreement, such an exchange would be in the public interest and within its statutory responsibilities by providing the land required for dredged material management for the Atlantic Intracoastal Waterway; and

WHEREAS, the COUNTY has determined that, subject to the provisions of this Agreement, such an exchange would be in the public interest and within its statutory responsibilities by obtaining land for scrub jay habitat and preservation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals: Agreement to Exchange. The foregoing recitals are true and correct and are incorporated herein by reference. FIND and the COUNTY hereby agree to exchange with one another parcels of real property, described in this Agreement, pursuant to the terms and conditions set forth in this Agreement.

Section 2. Property to be Transferred to the COUNTY. FIND will convey the FIND Parcel to the COUNTY. Should the COUNTY, now or in the future, use the FIND Parcel for creation of a Scrub-Jay (*Aphelocoma coerulescens*) Preserve, the COUNTY shall, without cost to FIND, accept into such a Scrub-Jay Preserve any and all scrub-jays that require relocation from the FIND BV-24A Site. If the COUNTY does not create a Scrub-Jay Preserve but should habitat space be present within the FIND Parcel and state and federal agencies approve, the COUNTY shall allow the transfer of any and all Scrub-Jays that require relocation from the FIND BV-24A Site as a result of the Dredged Material Management Area footprint on the BV-24A Site, without charge or cost for the transfer of Scrub-Jays to County lands.

Section 3. Property to be Transferred to FIND.

- A. The COUNTY will convey the EEL Parcel to FIND.
- B. The COUNTY will convey a perpetual non-exclusive access, ingress, egress and pipeline easement sixty (60) feet in width to FIND over, upon and across Tax Parcel ID No. 29-38-21-00-511, between the FEC Railroad right of way and the eastern boundary of the EEL Parcel (the "Access and Pipeline Easement") as depicted in yellow "Alternative Pipeline Route" on Exhibit "B" attached hereto and made a part hereof by reference. The Access and Pipeline Easement shall include the Pipeline Monitoring and Incident Management Plan attached hereto as Exhibit "C". FIND, to the extent (if any) permitted by Section 768.28, Florida Statutes, shall indemnify and hold the COUNTY harmless, from and against any liability for personal injuries, death or property damage due to or arising out of FIND's use of the Access and Pipeline Easement. FIND shall require any of FIND's contractors performing work in or utilizing the Access and Pipeline Easement to indemnify and hold the COUNTY harmless from and against any liability for personal

injuries, death or property damage due to or arising out of the use of the Access and Pipeline Easement by such contractor or its employees, agents or subcontractors.

Section 4. Exchange Values. The COUNTY and FIND stipulate that the EEL Parcel and the FIND Parcel are approximately equal in value and neither party shall owe the other party any additional consideration as a result of any actual difference between the values of the respective properties.

Section 5. Title to be Conveyed: Evidence of Title. Each party shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Agreement. Within thirty (30) days after the delivery of the boundary survey of the FIND Parcel, as described in Section 6, the COUNTY may obtain, at its expense, a title insurance commitment, to be followed by an owner's title insurance policy from a title insurance company insuring marketable title to the FIND Parcel. Within thirty (30) days after the delivery of the boundary survey of the EEL Parcel, as described in Section 6, FIND may obtain, at its expense, a title insurance commitment, to be followed by an owner's title insurance policy from a title insurance company, insuring marketable title to the EEL Parcel. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

Section 6. Surveys. Within ninety (90) days of the Effective Date, the COUNTY shall obtain a boundary survey of the FIND Parcel, at its expense and FIND shall obtain a boundary survey of the EEL Parcel, at its expense. The boundary surveys shall be prepared and certified by a Florida registered land surveyor and mapper. The legal descriptions of the respective parcels created pursuant to said boundary surveys shall be reasonably satisfactory to both parties and shall be used in the deeds of conveyance. In the event either boundary survey shows any encroachment on either parcel or that improvements intended to be located on either parcel encroach on the land of others, or if either survey shows evidence of unrecorded easements, the same shall be treated as a title defect in the manner provided in Section 7.

Section 7. Defects in Title. If the title insurance commitments of Surveys obtained pursuant to Section 6 of this Agreement disclose any matters that would render title to the FIND Parcel unmarketable and/or matters that would render title to the EEL parcel unmarketable, the affected party shall notify the other party, in writing, within fifteen (15) days of receipt of the title

commitment or boundary survey, as the case may be, specifying the defect or defects. Such other party shall have one hundred twenty (120) days from the date of receipt of such notice to remove the defect or defects and shall use diligent efforts in connection therewith. However, such other party shall not be required to file a lawsuit to cure such defect or defects. If such other party is unsuccessful in removing the defects within such one hundred twenty (120) day period, the objecting party shall have the right to either (a) waive such defects and accept title as it then is, without any claim for damages, or (b) terminate this Agreement, in which event the COUNTY and FIND shall be released from any and all further obligations and liabilities hereunder. Any matters disclosed by the title insurance commitment or the survey which are not timely objected to by the grantee party, or which are waived by the grantee party, shall be deemed a "Permitted Exception" as to that parcel.

Section 8. Environmental Site Assessment. Each party, within ninety (90) days of the Effective Date and at its sole expense, may conduct an Environmental Site Assessment of the parcel to be conveyed to it to determine the existence and extent, if any, of any Hazardous Material on the parcel. In the event that the Environmental Site Assessment discloses one or more Recognized Environmental Conditions, the applicable party shall have an additional ninety (90) days to conduct such other and additional sampling, analysis and investigations as said party deems necessary. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law, as defined in Section 9 below.

Section 9. Hazardous Materials. If the environmental site assessment provided for in Section 8 confirms the presence of Hazardous Materials on either parcel, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, the grantee of the contaminated parcel shall accept title "as-is" and is responsible, at its sole cost and expense, for pursuing any assessment, clean up and monitoring of the parcel necessary as to Hazardous Materials existing on the parcel, to bring the parcel into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste

product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Nothing contained herein shall be construed to limit either party's legal liability under any Environmental Law for Hazardous Materials located on the property. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes or other limitations imposed on potential liability under state or federal law.

Section 10. Representations and warranties. For the purpose of this section each party hereby represents and covenants, in its capacity as grantor of the parcel it proposes to convey to the other, as follows:

(a) This Agreement has been duly executed, and is a valid and binding agreement enforceable in accordance with its terms;

(b) Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with, or result in a breach of, any contract, license or undertaking to which the granting party or by which any of its property is bound, or constitute a default there under, or result in the creation of any lien or encumbrance upon the parcel it proposes to convey (or any part thereof), or contravene any provision of any law, administrative regulation, or judgment, order, decree, writ or injunction of any court of competent jurisdiction;

(c) No legal or administrative proceeding is pending or, to the best knowledge of the granting party, threatened against the granting party, which would or could adversely affect its right to convey the proposed parcel (or any part thereof) as contemplated in this Agreement.

There are no condemnation or eminent domain proceedings pending or, to the best knowledge of the granting party, threatened with respect to the parcel proposed for conveyance (or any part thereof) and there are no legal or administrative proceedings pending or, to the best knowledge of the granting party, threatened affecting the parcel to be conveyed (or any part thereof);

(d) The granting party has good, clear, indefeasible, insurable and marketable title to the parcel to be conveyed, subject to no mortgage (other than existing mortgages which can and shall be satisfied at or prior to Closing), construction or other lien or encumbrance other than the grantee's Permitted Exceptions.

(e) All taxes, whether Federal, State, local or otherwise, which could become a lien against or otherwise affect all or any portion of the grantee's interest therein as the transferor thereof, or the grantee's interest therein as the transferee thereof, that have become due or payable at or prior to the date hereof, have been paid, including without limitation, all real estate taxes, tangible personal property taxes, sales taxes and any and all other taxes which relate to all or any portion of the parcel to be conveyed or could otherwise affect all or any portion of the parcel to be conveyed.

(f) The transfer of the parcel as contemplated herein, will not violate any subdivision statute, ordinance, law, or code or plat presently in existence;

(g) The parcel to be conveyed is not subject to any prescriptive easement or adverse possession;

(h) No "Hazardous Substance" (as hereinafter defined) has, to the knowledge of grantor, been disposed of, buried beneath, or percolated beneath the parcel to be conveyed or any improvements thereon, nor has any toxic, explosive or Hazardous Substance ever been removed from the parcel to be conveyed and stored off site. Further, to the knowledge of the grantor, there has been no "Release" (as hereinafter defined) of a Hazardous Substance on or from the parcel to be conveyed or any improvements thereon.

(i) The parcel to be conveyed and any improvements thereon have not, to the knowledge of the grantor, been used and are not presently being used for the handling, transportation or disposal of a Hazardous Substance. Neither the grantor, nor any lessee, licensee nor other party acting at the direction of or with consent of the grantor or said lessee or

licensee, has manufactured, treated, stored or disposed of any Hazardous Substance on the parcel to be conveyed or any improvement thereon;

(j) With respect to the parcel to be conveyed, to the knowledge of the grantor, the Parcel is in material compliance with all applicable federal, state and local laws, administrative rulings, and regulations of any court, administrative agency or other governmental or quasi-governmental authority, relating to the protection of the environment (including, without limitation, laws prohibiting the creation of a public nuisance). With respect to said Parcel, the grantor has not received notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), or Section 7003 of the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), nor has the grantor received notification from any federal, state, or local government, agency, or regulatory body, of a violation under any federal, state, or local law regulating the disposal or discharge of any toxic, explosive or other Hazardous Substance.

(k) For purposes hereof, the term "Hazardous Substance" means any one or more of the following: (i) any substance deemed hazardous under Section 101(14) of CERCLA, (ii) any other substance deemed hazardous by the Environmental Protection Agency pursuant to Section 102(a) of CERCLA, (iii) petroleum (including, without limitation, crude oil or any fraction thereof), (iv) any substance deemed hazardous pursuant to Section 1004(5) of RCRA, (v) any solid waste identified in Section 1004(27) of RCRA or (vi) any other hazardous or toxic substance, material, compound, mixture, solution, element, pollutant, or waste regulated under any federal, state or local statute, ordinance or regulation. The term "Release" shall have the meaning given to such term in Section 101(22) of CERCLA.

(l) The grantor has not received notice of, nor does the grantor have any knowledge of, any default or breach by the grantor of any covenant, condition, restriction, right of way, easement, or agreement affecting the Parcel; and

(m) All of the representations and other provisions contained in this Section, in other Sections in this Agreement and in any other document to be delivered by the grantor as contemplated hereby shall (i) be true, accurate and complete both as of the date hereof or the effective date of such other document, as the case may be and as of the Closing and (ii) shall survive the Closing. Further, the truth, accuracy and completeness of all of such representations

and warranties of the grantor shall, notwithstanding anything contained herein to the contrary, be a condition precedent to the grantee's obligation to close hereunder; provided, however, the grantee shall not have any obligation to investigate the truth, accuracy or completeness of said representations and warranties and, in the event same are not true, accurate or complete, but the grantee nonetheless elects to close hereunder, such shall not constitute a waiver of any of the grantee's rights and remedies as a result of a breach thereof. The grantor shall, to the extent permitted by law, indemnify and hold the grantee harmless from any and all losses, claims, damages, costs, expenses, obligations and liability arising out of or with respect to any breach or violation of any of the grantor's representations contained in this Agreement or in any other document to be delivered by the grantor. Nothing contained in this Agreement shall be construed as a waiver of either party's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law.

Section 11. Conditions Precedent as to FIND. Notwithstanding anything contained herein to the contrary, this Agreement and FIND's obligations hereunder are, unless waived in whole or in part in writing by FIND (which FIND shall have the right to do), subject to and contingent upon each and all the following (hereinafter sometimes collectively referred to as "Conditions Precedent" and singularly as "Condition Precedent"):

(a) FIND has obtained all federal, state and water management district permits necessary to construct a dredged material management facility on the BV-24 site;

(b) FIND has not terminated this Agreement pursuant to Section 7 or 9;

(c) All the representations and warranties hereof of the COUNTY shall be true, accurate and complete as of the date hereof and at all times thereafter through and including Closing; provided, however, in the event FIND elects to waive this Condition Precedent, such waiver shall not constitute a waiver of FIND's rights or remedies arising out of a breach or violation of any such representations or warranties of the COUNTY;

(d) The COUNTY shall have satisfied, fulfilled or performed all of its obligations which are to be satisfied, fulfilled or performed at or prior to Closing; provided, however, in the event FIND elects to waive this Condition Precedent, such waiver shall not constitute a waiver of FIND's rights or remedies hereunder to enforce any failure of COUNTY to fully satisfy, fulfill or perform such obligations;

(e) The COUNTY shall not have furnished any notice of termination as may be permitted hereunder; and

(f) The COUNTY shall, at its sole cost and expense, have caused the termination of any lease of the EEL Parcel (or any portion thereof) and shall have affected the removal of any tenant(s) there under.

(g) Should FIND cancel this Agreement due to the failure of any Condition Precedent or Conditions Precedent, all parties hereto shall, except if and to the extent provided herein to the contrary, be relieved from any and all further obligations and liability hereunder or arising here from.

Section 12. Conditions Precedent as to the COUNTY. Notwithstanding anything contained herein to the contrary, this Agreement and the COUNTY's obligations hereunder are, unless waived in whole or in part in writing by the COUNTY (which the COUNTY shall have the right to do), subject to and contingent upon each and all the following (hereinafter sometimes collectively referred to as "Conditions Precedent" and singularly as "Condition Precedent"):

(a) All the representations and warranties hereof of FIND shall be true, accurate and complete as of the date hereof and at all times thereafter through and including Closing; provided, however, in the event the COUNTY elects to waive this Condition Precedent, such waiver shall not constitute a waiver of the COUNTY's rights or remedies arising out of a breach or violation of any such representations or warranties of FIND;

(b) FIND shall have satisfied, fulfilled and/or performed all of their obligations which are to be satisfied, fulfilled or performed at or prior to Closing; provided, however, in the event the COUNTY elects to waive this Condition Precedent, such waiver shall not constitute a waiver of the COUNTY's rights or remedies hereunder to enforce any failure of FIND to fully satisfy, fulfill or perform such obligations;

(c) FIND shall not have furnished any notice of termination as may be permitted hereunder;

(d) FIND shall, at its sole cost and expense, have caused the termination of any lease of the FIND Parcel (or any portion thereof) and shall have affected the removal of any tenant(s) there under; and

(e) The COUNTY has not terminated this Agreement pursuant to Section 7 or 9

(f) Should the COUNTY cancel this Agreement due to the failure of any Condition Precedent or Conditions Precedent, all parties hereto shall, except if and to the extent provided herein to the contrary, be relieved from any and all further obligations and liability hereunder or arising here from.

Section 13. Closing; Escrow; Costs and other expenses. The closing of this transaction ("Closing") shall occur and exchange of possession of the Parcels shall take place at the County Attorney's office in Viera, Florida (or at such other place as shall be mutually agreed upon) within thirty (30) days after all of the Conditions Precedent as to both parties have been satisfied or waived in writing by the parties (unless extended by other provisions hereof) or on such other date as shall be mutually agreed upon ("Closing Date"). In the event that all of the Conditions Precedent set forth in Sections 11 and 12 have not been satisfied or waived within twenty-four (24) months of the Effective Date, the party for whose benefit such Condition Precedent exists shall have the option of (i) terminating this Agreement whereupon all parties hereto shall, except if and to the extent provided herein to the contrary, be released and relieved from any and all further obligations and liability hereunder or arising here from or (ii) agreeing to an additional twelve-month period to satisfy such Conditions Precedent (or to waive them). The County Manager or designee is authorized to extend the closing deadline up to twelve months on behalf of the COUNTY in the event additional time is needed for FIND to obtain the permit described in paragraph 11(a) above. In the event this Agreement is so extended, and at the end of said twelve-month period the Conditions Precedent have not been satisfied or waived in writing by the party for whose benefit such Condition Precedent exists, this Agreement shall terminate and all parties hereto shall, except if and to the extent provided herein to the contrary, be released and relieved from any and all further obligations and liability hereunder or arising here from. Time is of the essence with respect to said Closing.

The cost of performing or obtaining the surveys, any state documentary stamps which are required to be affixed to the deeds, the cost of the title insurance commitments and policies issued pursuant to this Agreement, the cost of recording the deeds, and any other normal and customary closing costs shall be paid by each respective party of the parcel to be acquired. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

As to the FIND BV-24A Site for FIND's containment basin, the COUNTY will reimburse FIND, at closing, for half of the quoted costs associated with deliverables for the re-design of the FIND BV-24A Site, after the exchange, charged by FIND's engineer, not to exceed a reimbursement of \$88,823.38. The costs for deliverables from FIND's engineer will include:

- Site boundary and topographic survey with legal description
- Environmental Documentation Report
- Phase I and Phase II (if necessary) Environmental Site Assessment Report
- Preliminary permit-level drawings
- Site Management Plan
- Engineering narrative

Section 14. Closing Obligations.

(a) At Closing, the COUNTY shall:

(i) deliver to FIND a county deed in the form prescribed in Section 125.411, Florida Statutes in form and substance satisfactory to FIND and its counsel, conveying the EEL Parcel to FIND subject only to the FIND Permitted Exceptions; the COUNTY shall not reserve any oil, gas, or mineral rights in the deed;

(ii) deliver to FIND a grant of easement in form and substance satisfactory to Find and its counsel, granting the Access and Pipeline Easement;

(iii) deliver to FIND possession of the EEL Parcel;

(iv) deliver to FIND a Non-Foreign Affidavit (i.e., Foreign Investment In Real Property Act ("FIRPTA") Affidavit) in form and substance satisfactory to FIND and its counsel;

(v) deliver or cause to be delivered to FIND and the Title Insurance Company such documents as may be required by the Title Insurance Company or FIND or its counsel to release the EEL Parcel from any security interests created at any time at or prior to Closing and otherwise to insure marketable title to the EEL subject only to the FIND Permitted Exceptions as herein provided, and, to the extent that any of such documents are not available to the Title Insurance Company and the parties hereto at Closing, cause the Title Insurance Company to deliver copies thereof to FIND forthwith after Closing, and deliver to FIND and the Title Insurance Company any and all executed affidavits and other documents necessary to delete all standard exceptions which can be deleted upon the delivery of such affidavits and documents in the Owner's Policy without specific reference in the Owner's Policy to any matter contemplated by said standard exceptions;

(vi) deliver to FIND an affidavit executed by the COUNTY and dated the Closing Date stating that there: (1) exists no condemnation of or similar proceeding with respect to the EEL Parcel or any part thereof (or any threat of condemnation); (2) there exists no pending or threatened litigation involving the EEL Parcel (or any part thereof), the COUNTY or this Agreement; and (3) the representations set forth in Section 4 hereof remain true and correct as of the date of Closing;

(vii) deliver to FIND or such other party designated by FIND or otherwise provided for herein all other instruments, documents and other matters required to be delivered or furnished by the COUNTY at Closing as elsewhere provided in this Agreement;

(viii) deliver to FIND or such other party designated by FIND such other instruments, documents and matters as FIND may reasonably require.

(ix) reimbursement of costs associated with the redesign of the BV-24A Site, described above in Section 13.

(b) At Closing, FIND shall:

(i) deliver to the COUNTY a Florida form of special warranty deed in form and substance satisfactory to the COUNTY and its counsel, conveying the FIND Parcel to the COUNTY subject only to the COUNTY Permitted Exceptions; FIND shall not reserve any oil, gas, or mineral rights in the deed;

(ii) deliver to the COUNTY possession of the FIND Parcel;

(iii) deliver to the COUNTY a Non-Foreign Affidavit (i.e., FIRPTA Affidavit) in form and substance satisfactory to the COUNTY and its counsel;

(iv) deliver to the COUNTY and the Title Insurance Company any and all executed affidavits and other documents necessary to delete all standard exceptions which can be deleted upon the delivery of such affidavits and documents in the Owner's Policy without specific reference in the Owner's Policy to any matter contemplated by said standard exceptions;

(v) deliver to the COUNTY an affidavit executed by FIND and dated the Closing Date stating that: (1) there exists no condemnation of or similar proceeding with respect to the FIND Parcel or any part thereof (or any threat of condemnation); (2) there exists no pending or threatened litigation involving the FIND Parcel (or any part thereof), FIND or this Agreement; and (3) the warranties and representations set forth in Paragraph 4 hereof remain true and correct as of the date of Closing;

(vi) deliver to the COUNTY or such other party designated by the COUNTY or otherwise provided for herein all other instruments, documents and other matters required to be delivered or furnished by FIND at Closing as elsewhere provided in this Agreement; and

(vii) deliver to the COUNTY or such other party designated by the COUNTY such other instruments, documents and matters as the COUNTY may reasonably require.

Section 15. Brokers. Each party hereto represents unto to the other that there are no real estate brokers, mortgage brokers, sales persons, finders or any like party involved with respect to the transactions contemplated hereby and that no brokerage fees, finders' fees, broker's commissions or the like are and/or shall be due as a result of their respective executions of this

Agreement or which will be due as a result of the Closing or any other matters contemplated hereby by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto hereby agrees to indemnify and hold the other harmless from all losses, claims, damages, costs, expenses and liability arising out of any breach of such indemnifying party's representations and warranties as set forth above in this Section including, but not limited to, costs and attorneys' fees through all trial and appellate levels and post judgment proceedings and regardless of whether or not any action may be instituted.

Section 16. Condemnation. In the event of the commencement of any condemnation or eminent domain proceedings for any public or quasi-public purpose at any time prior to the Closing, resulting or which could result in the taking of all or any part of the Parcels, any party shall have the option of canceling this Agreement, in which event this Agreement shall be null, void and have no further force or effect and all parties hereto shall be released and relieved from any and all further liability and obligations hereunder. In the event that the parties agree not to cancel this Agreement and choose to close the transaction contemplated hereby, the transferor of the property thus affected shall assign to the transferee thereof any and all condemnation or eminent domain proceeds and the transferor's rights to receive same. Each party agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings involving any of the properties comprising the Parcels without the prior written consent of the other parties.

Section 17. Default. In the event of a default by any party under this Agreement, the non-defaulting party shall have available to it all rights and remedies under the laws of the State of Florida including, but not limited to, the right to specifically enforce this Agreement or to obtain damages as a result of such default.

Section 18. Notices. Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to COUNTY: Brevard County
Mike Knight, EEL Program Manager
91 East Drive
Melbourne, Florida 32904

With copy to: Office of the Brevard County Attorney
Attn: Alex Esseesse, Assistant County Attorney
2725 Judge Fran Jamieson Way, Bldg. C
Viera, Florida 32940

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

With a copy to: Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC.
2650 NE 52nd Street
Lighthouse Point, FL 33064

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

Section 19. Effective Date and Term of Agreement. The effective date of this Agreement shall be the date of last signature below (“Effective Date”). The term of the Agreement shall be twenty-four (24) months of the Effective Date, unless extended or amended in accordance with this Agreement.

Section 20. Waiver. No waiver of any rights or remedies hereunder by any party hereto shall be effective unless same shall be in writing executed by the party to be charged and any such waiver shall not be deemed to be a continuing or future waiver but shall be limited to the specific instance for which same was given.

Section 21. Governing Law, Venue and Attorneys' Fees. This Agreement and all matters related hereto shall be governed by the laws of the State of Florida and venue for any action or proceeding between the parties arising hereunder and/or in regard hereto shall be exclusively in Brevard County, Florida. In the event of any action or proceeding between the parties with respect to this Agreement or any document or instrument delivered in connection herewith, each party shall be responsible for its own attorney's fees and litigation costs.

Section 22. Successors. This Agreement shall be binding upon and inure to the benefit of all successors to and permitted assigns of the parties hereto.

Section 23. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. A facsimile signature shall be as effective as an original.

Section 24. Pronouns, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter and the singular shall be deemed to refer to the plural and vice versa, all as the context of usage shall require.

Section 25. Section Captions. Section and Exhibit titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Section 26. Amendments and Modifications. This Agreement may only be amended upon written agreement by and between authorized personnel of each party. The County Manager, or designee, shall be authorized to execute any necessary amendments or modifications to this Agreement on behalf of the COUNTY.

Section 27. Weekends and Holidays. In the event any date for performance hereunder shall occur or any period hereunder shall expire on a Saturday, Sunday or legal holiday celebrated in the State of Florida, then the date for such performance or date of expiry shall be automatically extended until the next business day thereafter which is not a Saturday, Sunday or legal holiday celebrated in the State of Florida.

Section 28. Survival. All representations, warranties, covenants and other provisions of this Agreement shall survive Closing except to the extent provided herein to the contrary, if at all.

Section 29. No Presumption as to Drafting. The parties hereto acknowledge that they have extensively negotiated the terms and provisions hereof. Accordingly, the parties hereto intend and agree that this Agreement shall be construed without regard to any presumption, principle or other rule regarding construction of any or all terms and provisions against the party causing this Agreement to be drafted. Further, both parties hereto hereby waive, to the maximum extent permitted by law, all such aforesaid presumptions, principles and rules.

Section 30. Public Records. The parties hereto understand that this Agreement is subject to Chapter 119, Florida Statutes, also known as Florida's Public Records Law.

Section 31. Entire Agreement. This Agreement and all Exhibits and other attachments hereto, if any, embody the entire agreement and understanding of the parties hereto. This Agreement may not be changed, altered or modified except by an instrument in writing, signed by the party against whom the enforcement of any change, alteration or modification is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year of the last signature below.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Don Donaldson, Chairman

BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Attest:

Scott Ellis, Clerk

By: _____
Bryan Lober, Chair

As Approved by the Board on _____.

Reviewed for form and legal content for the Board of County Commissioners of Brevard County, Florida:

Alex Esseesse
Assistant County Attorney

EXHIBIT "A"

EXHIBIT "D"

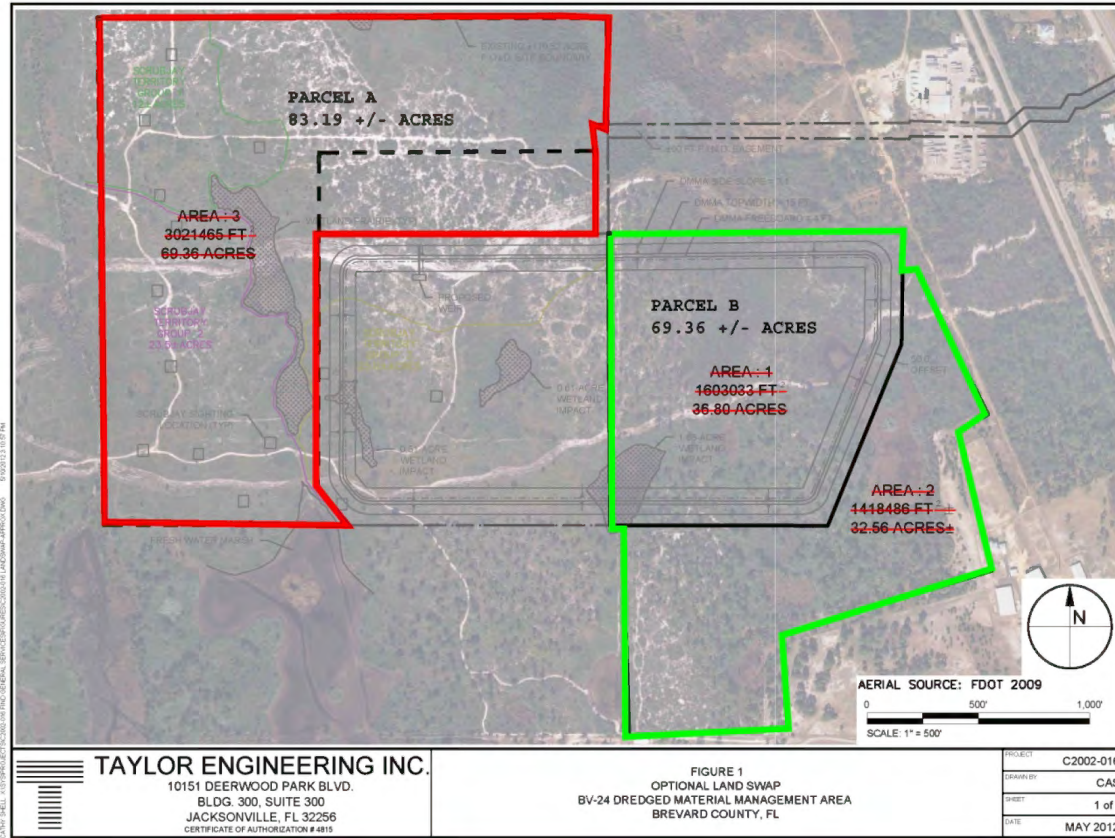
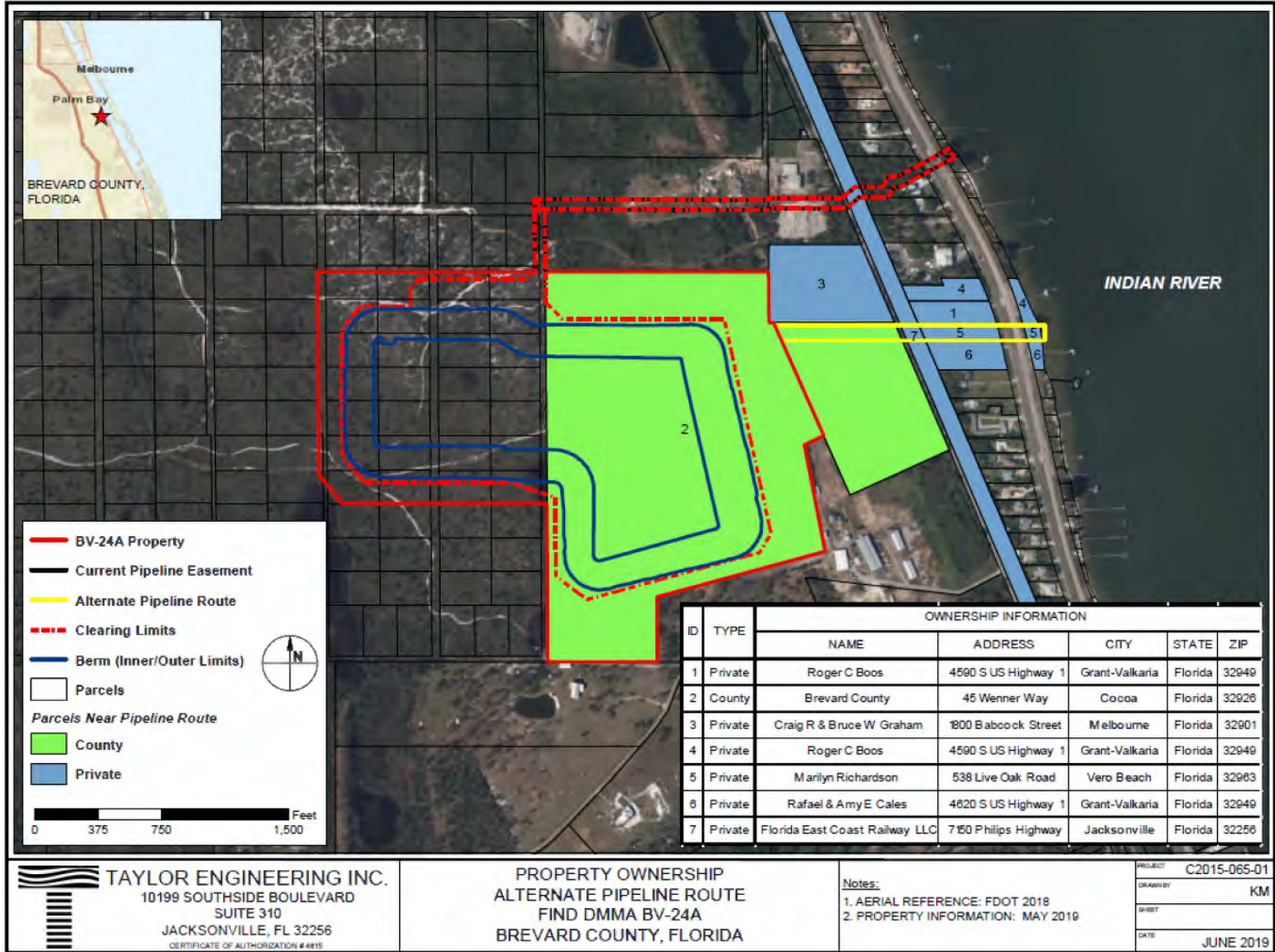


EXHIBIT B
ACCESS AND PIPELINE EASEMENT LOCATION



TAYLOR ENGINEERING INC.
 10199 SOUTHSIDE BOULEVARD
 SUITE 310
 JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #4815

**PROPERTY OWNERSHIP
 ALTERNATE PIPELINE ROUTE
 FIND MMA BV-24A
 BREVARD COUNTY, FLORIDA**

Notes:
 1. AERIAL REFERENCE: FDOT 2018
 2. PROPERTY INFORMATION: MAY 2019

PROJECT: C2015-065-01
 DRAWN BY: KM
 SHEET:
 DATE: JUNE 2019

EXHIBIT C

Pipeline Monitoring and Incident Management Plan

FIND, to the extent (if any) permitted by Section 768.28, Florida Statutes, shall indemnify and hold the COUNTY harmless, from and against any liability for personal injuries, death or property damage due to or arising out of FIND's use of the Access and Pipeline Easement. FIND shall require any of FIND's contractors performing work in or utilizing the Access and Pipeline Easement to indemnify and hold the COUNTY harmless from and against any liability for personal injuries, death or property damage due to or arising out of the use of the Access and Pipeline Easement by such contractor or its employees, agents or subcontractors.

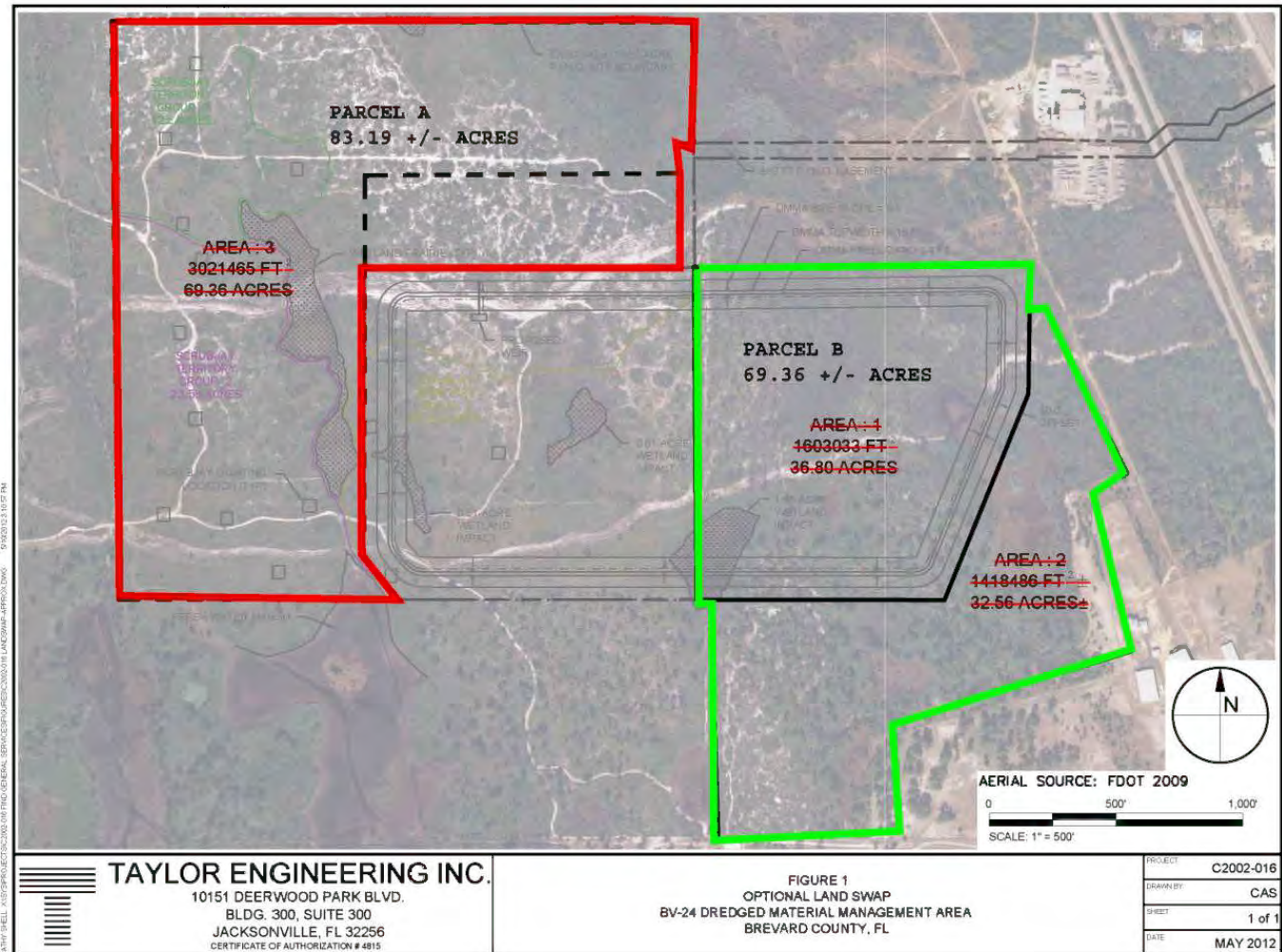
The Contractor's equipment will include a pressure monitoring system for the dredge/pump/pipeline operations. The system senses significant pressure drops and increases; the dredge operator continuously monitors this pressure gauge and the operator will immediately shut down the pumping system when any anomalies in the pressure monitoring system arise. Prior to any construction, the Contractor will be required to mark or fence the entire length of the pipeline easement corridor. The Contractor will ensure that the entire pipeline is devoid of any leaks before commencing dredging operations. The Contractor will maintain regular radio communication between the dredge and the disposal areas. The pipeline will be inspected for leaks at least twice daily by the Contractor. To verify Contractor inspection performance and reporting, FIND's engineer or their representative will periodically walk the entire length of the pipeline corridor. The Contractor will have a readily available emergency contact list for use in the event of any leak, or as necessary for other accident, malfunction, or permit compliance issue.

Any leaks in the pipeline, which include, but are not limited to, small discharges of material from joints in the pipe to complete pipe rupture, will result in shutdown of pumping and cessation of dredging operations. The Contractor will immediately report such spills to FIND's Engineer, the COUNTY, and regulatory compliance staff as required by the project permits. A survey will be conducted to estimate the spatial extent of the spill, the volume spilled, and the environmental impacts. The Contractor, FIND, and the appropriate regulatory agencies will coordinate on all necessary actions to quantify the impacts, define the necessary remediation

activities, and resume project activities. In any case, repair of the pipeline is a prerequisite to the resumption of dredging and/or further pumping. All spilled or misplaced materials must be recovered by the Contractor and disposed of at an offsite approved area. Any damage to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at its expense. The Contractor will be required to carry commercial general liability insurance with appropriate limits.

EXHIBIT "A"

EXHIBIT "D"





February 11, 2020

Jenny Warner
Support Services Specialist
Brevard County
Environmentally Endangered Lands (EEL) Program
91 East Drive, Melbourne, Florida 32904

Ms. Warner:

The Florida Inland Navigation District and Brevard County are in the final stages of coordination to execute a real estate Exchange Agreement (Agreement) to allow construction of a reconfigured Dredged Material Management Area (DMMA) known as BV-24A. In support of this agreement, FIND provided specific technical documents developed in 2015 and originally transmitted in January 2016. Since that time, FIND has advanced the design and finalized environmental permitting applications for the project. This letter serves to inform the County regarding the status of and updates to the submitted technical documents as requested by your email correspondence dated February 4, 2020:

- **Site Boundary and Topographic Survey:** The boundary and topographic survey provided by Morgan & Eklund (Commission No. 5558.00; dated 5/18/2015) is unchanged from document provided in January 2016.
- **Management Plan:** The basis of the management plan remains unchanged. However, as noted in Section 3.5 of the management plan, “More detailed information defining site soil conditions will be obtained from a comprehensive geotechnical survey prior to the final design of the containment facility. If the results of this survey indicate that additional precautions should be taken to prevent saltwater contaminating the local shallow aquifer, the selection of the most appropriate strategy will be addressed during the final design phase.” At this stage of the project, we have completed a detailed geotechnical engineering investigation and groundwater modeling study. The results of this work necessitated changes in some of the design details. Particularly, the footprint of the dredged material site is expanded while the crest elevation of the facility is reduced. These changes are interior to the site boundaries and do not change the real estate proposed for exchange. To more fully document the current status of the design, Attachment A provides the signed and sealed drawings dated December 2017 and submitted as part of the regulatory permitting process for the project.
- **Engineering Narrative:** This narrative provides an abbreviated summary of the Management Plan. As a result, those Management Plan changes noted above also affect the Engineering Narrative, and Attachment A provides drawings that update the current engineering design status of the project.
- **Environmental Site Documentation:** The report, dated September 2015, describes vegetation and wildlife communities including listed species that may occur within the property. The findings have not changed since that time. There has been no significant adjacent site development or significant land use changes, and no disturbance to the vegetation and wildlife using the BV-24 or BV-24A properties.
- **Phase I Environmental Site Assessment:** Taylor Engineering completed the Phase I ESA in June 2015. FIND accepted the ESA findings and recommendations, as did the Florida Department of Environmental Protection, evidenced by the permit issued for the project (Attachment B – FDEP Permit No. 0360061-001-EI). Examination of aerial photography identified no significant new

Jenny Warner, Brevard County
 February 11, 2020
 Page 2 of 2

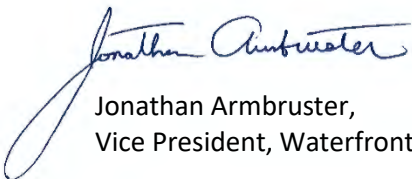
sources of development in adjacent properties and no apparent changes to the lands within the BV-24 and BV-24A boundaries that would suggest a need for an updated assessment. FIND has concluded that a new Phase I ESA is not necessary or required.

- Florida Scrub-Jay Survey: One partial benefit of the Brevard County – FIND real estate exchange is to reduce impacts of FIND DMMA construction and operation on the Florida scrub jay (FSJ), a state- and federally-listed bird species. Normandeau Associates, Inc. (Normandeau) completed species-specific FSJ survey and report provided in 2015. The study and findings are summarized in the report’s introduction: “To assess use of these two properties by this federally-listed bird, Normandeau Associates Inc. conducted surveys following the U.S. Fish and Wildlife Service (USFWS) guidelines. The 30-ha (74 ac) proposed Brevard County property was found to have a high density of FSJs while the approximately 47-ha (116 ac) proposed FIND property was found to have few FSJs. Habitat mapping was conducted on both properties to assess habitat types and suitability of each site for FSJs.”

Golder Associates, Inc. (Golder – led by the biologist who completed the 2015 Normandeau study) completed a follow-up study in 2018 at the request of U.S. Army Corps of Engineers (USACE) after observations of scrub jays near the middle of the BV-24A property. The study and results were summarized in the October 2018 report entitled BV-24A DMMA Florida Scrub-Jay Survey, Brevard County (Attachment C). The report executive summary states the following: “Florida scrub-jay surveys were conducted in accordance with Florida Scrub-Jay General Survey Guidelines and Protocols (USFWS 2007) within the approximately 112-acre Site and on a 3.8-acre pipeline easement between September 12th and 20th, 2018. Results of the 2018 survey were compared with results of scrub-jay surveys conducted in March 2015. In general, scrub-jays appeared to use more of the property in 2018 than they did during the 2015 surveys.” The study also found less high-quality habitat on the BV-24A property in addition to increased site usage. These findings, provided to the USACE and USFWS, did not change the conclusions of the USACE or USFWS regarding the value of the real estate exchange to minimize impacts to FSJ.

To conclude, the engineering design and permitting for the FIND BV-24A site has resulted in changes to some of the project’s environmental and technical details. However, these changes are interior to the site boundary and do not change the proposed real estate exchange. Based on the design and permitting efforts completed since 2015, the FDEP has issued an Environmental Resource Permit for the project. As a supplement to the County’s file, we provided a copy of the permit as Attachment B.

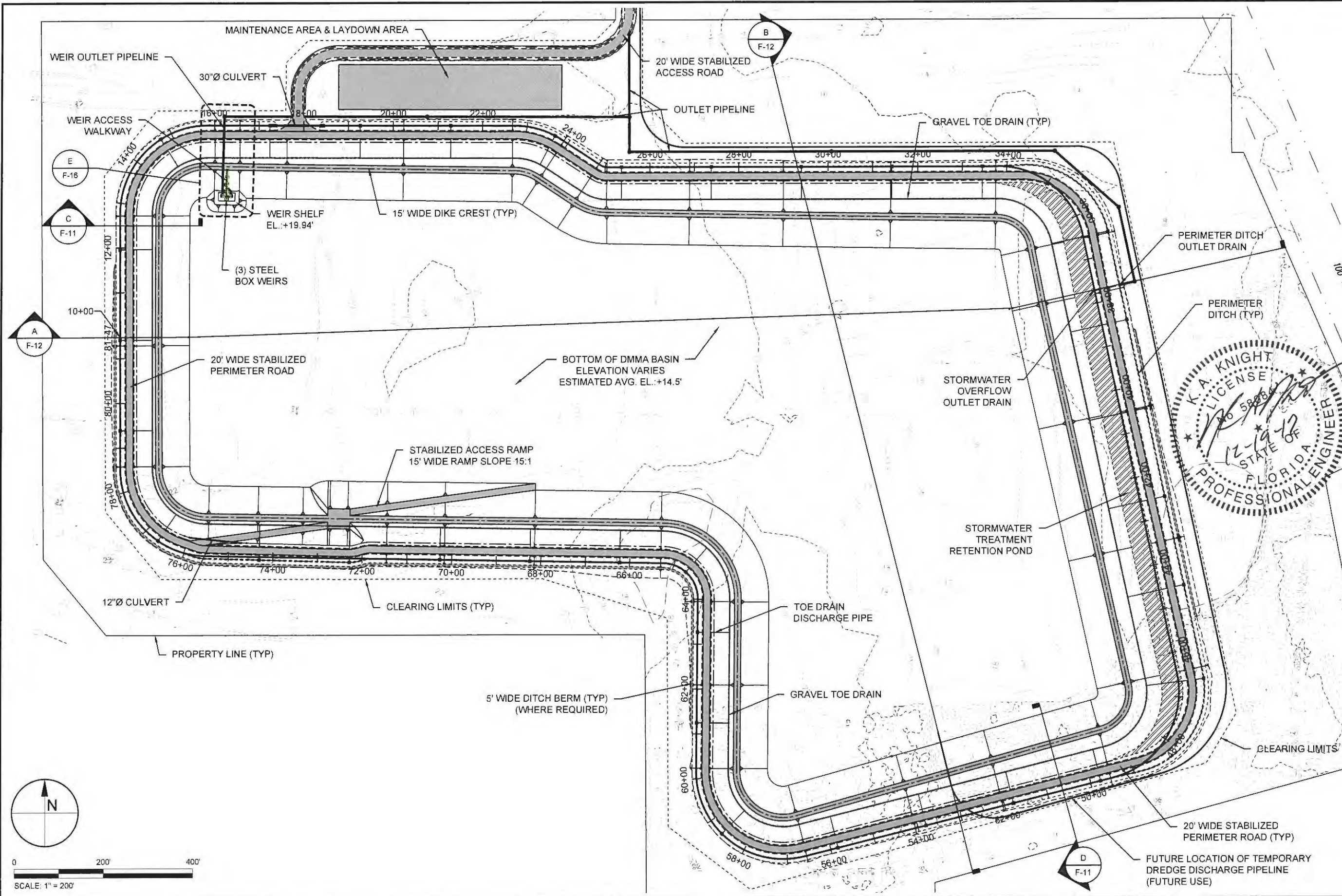
Sincerely,



Jonathan Armbruster,
 Vice President, Waterfront Engineering

Attachments

REBECCA JOHNSON X:\S\PROJECTS\2015-014.FIND.BV.24\PERMIT\2015-014-P.DMMA\SITEPLAN.DWG 12/17/2017 3:35:29 PM



TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD
 BLDG 300, SUITE 300
 JACKSONVILLE, FLORIDA 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 9
 DMMA SITE PLAN
 F.I.N.D. BV-24A DREDGED MATERIAL MANAGEMENT AREA
 BREVARD COUNTY, FLORIDA

DRAFT

PROJECT	C2015-065
DRAWN BY	RLJ
SHEET	9 of 35
DATE	DECEMBER 2017

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



February 19, 2020

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

RE: BV-24A Final Design and Permitting
Scope of Professional Engineering and Environmental Services

Mr. Crosley:

Per your request, we have enclosed a Scope of Services (Attachment A) and Cost Proposal (Attachment B) for final engineering and environmental services required to complete design and finalize regulatory approvals for Dredged Material Management Area (DMMA) BV-24A. As detailed in the enclosed documents, our proposed services include a field investigation of a new pipeline easement, final engineering design for the DMMA and permanent pipeline, environmental permitting for regulatory approval modifications, and bid administration services. Attachment C provides an overview drawing and related memorandum which outline Taylor Engineering's recommendations to seek a new pipeline easement.

Taylor Engineering will perform these services on a cost-plus basis, for a total cost not-to-exceed fee of \$306,310.60. Of this amount, \$87,260.00 represents the proposed fee for subconsultants including geotechnical investigations (\$37,000.00 for Terracon Consultants, Inc.), surveying (\$24,820.00 for Morgan & Eklund, Inc.), utility location services (\$18,120.00 for Keith & Associates, Inc.), and Cultural Resources Survey (\$7,320.00 for Panamerican Consultants, Inc.). Taylor Engineering selected each subconsultant based on their previous work on this or related projects for FIND. Attachments D, E, F, and G provide the individual proposals for Terracon Consultants, Morgan & Eklund, Keith & Associates, and Panamerican, respectively.

If you have any questions concerning this proposal, please contact Jonathan Armbruster or myself. We can begin work upon your notice to proceed.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering

Attachments (7)

ATTACHMENT A
Scope of Services

**SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES
BV-24A FINAL DESIGN AND PERMITTING
BREVARD COUNTY, FLORIDA**

INTRODUCTION

The Florida Inland Navigation District's (FIND's) long-range dredged material management plan for the Intracoastal Waterway (ICWW) in Brevard County identified BV-24 as one of eight permanent dredged material management areas (DMMA) (Taylor et al., 1989). After identifying a dense population of Florida Scrub-jays (*Aphelocoma coerulescens*) on the western portion of BV-24, FIND negotiated a property exchange with Brevard County through which FIND will receive property adjacent to and east of BV-24, and the county will receive a portion of the north and west areas of BV-24. The exchange will allow FIND to minimize impacts to Florida Scrub-jay habitat while allowing the county to increase its Florida Scrub-jay habitat preservation area. Under previous authorizations, Taylor Engineering incorporated the revised property boundaries and brought the site—now re-designated BV-24A—to approximately a 70%-complete design level and submitted permit applications.

The completed engineering identified several technical issues outside of the original scope of services, and these issues must be address during final design:

- Completed groundwater modeling necessitated changing the dike layout to minimize the spread of any a potential saltwater plume and to negate the need for costly environmental groundwater containment measures (liners, slurry walls, etc.). Taylor Engineering successfully completed this design effort. Based on the modeling, BV-24A only requires a deep perimeter ditch to minimize saltwater plume migration.
- A permanent (buried) pipeline was not included in the original scope or services. However, groundwater modeling and initial design calculations indicated that a permanent pipeline is necessary to carry saltwater back to the Indian River. In order to avoid year-round pumping—including equipment, electrical, and ongoing maintenance expenses—Taylor Engineering completed additional engineering to develop a preliminary design for a gravity-flow pipeline along the existing pipeline easement. The existing pipeline easement is meandering and passes over high ground; this results in a long pipeline with burial depths of 15-20 ft and requires that the project incorporate stormwater treatment along the route.
- The existing pipeline easement and designed pipeline route does not appear cost-effective. Preliminary cost estimates indicated the gravity pipeline itself would cost over \$2 million.
- The property exchange agreement between Brevard County and FIND, serving to minimize environmental impacts to Florida Scrub-jay, was based (in part) on assurance that the land that FIND would receive could obtain state and federal permits for the DMMA construction project. FIND instructed Taylor Engineering to complete the preliminary design (including the permanent pipeline along the existing easement) in order to acquire the necessary permits for the project.
- Recently, with receipt of the FDEP permit and assurance from the USACE of the final authorization from that agency, FIND requested alternatives to the pipeline route authorized by the regulatory agencies. Taylor Engineering examined alternative pipeline routes under previous authorization and made recommendations for selection of a new pipeline easement (Noted as Alternative 1) which would run directly east of the site to the Indian River. See attached overview drawing and related memorandum to Mark Crosley from Jerry Scarborough dated August 23, 2019 (Attachment C).

Taylor Engineering has completed preliminary design and the majority of permitting tasks for BV-24A. Given the high cost and construction difficulty associated with the original pipeline route, FIND wishes to:

1. Acquire a new pipeline easement.
2. Modify the DMMA design to accommodate the new easement.
3. Modify the state and federal permits to reflect the new pipeline easement.

Taylor Engineering has prepared the scope of services below to reflect the above-stated FIND project objectives. We have based our scope of services on the following assumptions:

1. FIND will pay the FEC railroad utility crossing permit application fee.
2. FIND will pay any permit fees required by the state or county for the utility crossing.
3. Regulatory agencies will not require mitigation for temporary wetland impacts, if any, associated with the placement of temporary pipeline for future dredging operations.
4. Because a gopher tortoise (*Gopherus polyphemus*) survey is only valid for 90-days, identification and relocation of active gopher tortoise burrows and related authorizations (required for construction) are not included in this proposal effort. FIND will address gopher tortoise permitting and relocation requirements separately and closer to the expected construction start date.
5. Neither Brevard County nor the Town of Grant-Valkaria will require a permit for the construction of the DMMA nor associated wetland impacts, if any.
6. The Florida Division of Historical Resources will recommend/require the same level of Cultural Resources Assessment for the new pipeline easement footprint as previously required for the rest of the BV-24A property. A subcontractor cost proposal for that effort is included in this proposal.
7. FIND will pay all permit application fees directly to the regulatory agencies.
8. FDOT will not require stormwater modeling nor will they require delineation of any stormwater basin areas outside the BV-24A property and easement boundaries to approve the pipeline crossing of the roadway.

If any of these assumptions prove incorrect, Taylor Engineering will notify FIND of the changes and submit a proposal for any additional services necessitated by the changes. This proposal does not include construction-phase services.

TASK 1 FIELD INVESTIGATIONS

This task involves collection of existing site conditions data necessary for preparation of application for regulatory permit modification and completion of the final engineering design of the BV-24A site. Taylor Engineering's subconsultants will obtain geotechnical data, survey data, locate underground utilities, and complete a cultural resources survey as described below. Taylor Engineering will conduct a natural resources survey.

1.1 Geotechnical Investigation

Because they have completed all prior geotechnical work on this project, Taylor Engineering selected subconsultant, Terracon Consultants, to complete a geotechnical investigation and provide additional geotechnical data for the new pipeline easement. Additionally, the preliminary design of BV-24A required relocating the dike footprint several hundred feet to the south to a location where no

geotechnical information existed. To help reduce mobilization costs at the time, Taylor Engineering planned to acquire more geotechnical soil borings in the new footprint area when the new easement location was determined. Therefore, this geotechnical investigation includes additional soil borings within the modified dike footprint along with borings within the new pipeline easement location. Together, these additional soil boring are intended to (1) verify that no soft or problem soils exist under the modified dike footprint, and (2) support engineering design of a buried pipeline along the new easement. Activities during this task will begin with a field investigation to include Standard Penetration Test (SPT) borings with necessary laboratory and geotechnical engineering analysis. The deliverable for this task will comprise a report to establish geotechnical parameters. Attachment D provides Terracon Consultant's scope of services in its entirety.

1.2 Topographic Survey

Because they have completed all prior survey work on this project, Taylor Engineering selected subconsultant Morgan & Eklund to provide a survey of the new pipeline/access road easement. Morgan & Eklund will provide a boundary survey, topographic information, location of wetland delineation flags, and location of structures such as power poles, drainage pipes, headwalls, roads, etc. Attachment E provides Morgan& Eklund's scope of services in its entirety.

1.3 Utility Locations

To support design of the buried pipeline, Taylor Engineering selected subconsultant Keith & Associates to provide underground utility location services. Keith & Associates will locate underground utilities adjacent to the FEC railroad tracks, Highway US 1, and Old Dixie Highway. Taylor Engineering has allocated three days of engineering time to be onsite and assist Keith & Associates in finding and mapping existing utilities. Attachment F provides Keith & Associates' scope of services in its entirety.

Task 1.4 Cultural Resources Survey of New Pipeline Route

A Phase I Cultural Resources Assessment Survey (CRAS) has been completed for the current BV-24A project property and pipeline easement. We have assumed that the new easement path outside the project property boundaries will also require a CRAS. Because Panamerican Consultants (Panamerican) completed the previous CRAS for the site, Taylor Engineering has selected Panamerican for this work. We will first coordinate with the State Division of Historical Resources to obtain the Florida Master Site File Report and identify the need for such a survey from them and the USACE Archaeologist. If a CRAS of the new pipeline easement is required, Taylor Engineering will complete the necessary consultation and property owner coordination for site access, and we will review deliverables from Panamerican. If the agencies determine that a survey is not required, we will not contract with Panamerican and will reduce the Taylor Engineering task labor cost appropriately. Assuming a CRAS is required, task work products will include a Master Site File Report and a CRAS report provided by Panamerican. Attachment G provides the scope of services and cost proposal from Panamerican.

Task 1.5 Natural Resources Survey

Natural resources within the proposed pipeline easement must be surveyed to assess potential impacts and provide the basis for avoidance and minimization measures, and mitigation of unavoidable impacts. The survey will include wetlands delineation (based on state and federal methodologies), vegetation community and habitat characterization, assessment of listed and managed species, and submerged resources (e.g., seagrass) survey in the vicinity of the proposed return water discharge point.

Taylor Engineering will record the location of observed gopher tortoise burrows; however, as noted in assumption no. 4 above, a comprehensive gopher tortoise survey, permitting, and relocation services will occur closer to construction and under a separate scope of services. This scope of services includes time for a site visit with FDEP and USACE staff to review the delineated wetland line.

A task report will include

- FLUCCS map of the site and habitat characterization
- Wetland delineation map
- Submerged resources map
- Listed and managed species summary based on site observations

TASK 2 ENVIRONMENTAL PERMITTING

The modification of DMMA BV-24A and acquisition of the new pipeline easement will require permit modifications from FDEP, USACE, and concurrent acceptance of the project plans from USFWS. Task 2 includes preparation and submittal of an application package requesting modification of the state and federal environmental permits.

The existing permit must be modified to:

- Remove the current pipeline easement design and replace it with the new pipeline easement design
- Provide Uniform Mitigation Assessment Methodology (UMAM) calculations of the new easement wetland impacts and required mitigation credits to offset those impacts
- Apply mitigation credits already purchased for the existing easement impacts to the impacts associated with the new pipeline easement. Until we hold discussions with the agencies, we cannot assume that transfer of mitigation credits will be acceptable, both due to potential differences between the current and proposed impact areas as well as FDEP and USACE policy and law regarding this action

2.1 Pre-Application Meetings

Because the regulatory staffs at both USACE Cocoa and FDEP Central District offices have experienced almost 100% turnover since the time of our original application submittal, the state and federal regulatory agencies may or may not request preapplication meetings to refamiliarize themselves with the project and consider the proposed modifications. We will submit a short project outline with an overview drawing to the appropriate staff in each agency and follow up with a phone call to discuss the proposed permit modifications and identify whether either agency requires an in-person preapplication meeting. The budget includes a cost for this preliminary contact effort and optional costs for an in-person meeting with each agency. If requested, Taylor Engineering will conduct a preapplication meeting at the FDEP Central District Office (Orlando) and another at the USACE Cocoa Regulatory Office to reintroduce the project, present proposed project modifications, and review proposed modification application components. This meeting will serve to obtain recommendations for the application contents and has the goal to minimize the agency review period and requests for additional information. To verify any verbal understandings the meeting produces, we will draft and send to FIND and the agency a summary of the meeting to include any recommendations.

2.2 Permit Modification Applications (FDEP and USACE)

Based on information obtained from Task 1 and Task 2.1, Taylor Engineering will develop and

submit a draft permit modification application package to FIND for review. After incorporation of any requested revisions, we will submit the package to the FDEP and USACE for review.

2.3 Responses to Requests for Additional Information and Coordination

The agencies typically respond with requests for additional information (RAI) to allow them to complete the application package per their policies and regulations. We expect the FDEP to provide one RAI to allow them to complete the review process. The agency requires that staff respond within 30 days of application package receipt. We expect that permit review and completion of a draft permit will occur within 120 days of application submittal. During the review period, we expect to coordinate informally with the agency reviewers to resolve any minor issues and questions that arise.

The USACE has no timeline for the application review process; we will encourage the review staffs and Section Chief to complete the review and associated NEPA coordination in a timely fashion. We expect a 6-month or longer review period due to current agency application backlog and unfilled permit review positions. Key components for the USACE authorization include acceptance of the impact and mitigation plans and completion of NEPA consultation with USFWS. We will coordinate closely with the reviewers to resolve those issues in the most efficient fashion possible.

Taylor Engineering will coordinate with FIND and the mitigation bank providing credits for the project to obtain any additional mitigation credits required by FDEP and USACE.

Taylor Engineering will keep FIND current with the progress of the review and any issues that appear to be slowing the process. Jerry Scarborough, P.E., will support most of this coordination, but all Taylor Engineering staff associated with the project will be available to FIND for discussion, strategy development, and other support that FIND might request.

TASK 3 ENGINEERING DESIGN

3.1 Site Reconnaissance Visit

Taylor Engineering will visit the site and new pipeline route at least once to examine the physical characteristics of the site as they relate to the overall design of the project.

3.2 Engineering Design

Taylor Engineering will complete the engineering design of the DMMA site and incorporate the new pipeline easement. This will entail moving the weir location, laying out the new easement and pipeline route, designing the road and railway crossings, laying out a new access roadway along the new pipeline easement, designing stormwater treatment for the access road route, and designing a suitable pipeline outfall.

3.3 Opinion of Probable Cost

Taylor Engineering will provide an updated cost opinion incorporating the new pipeline easement and site modifications.

3.4 Permit Drawings and Permit Support

We will prepare revised digital permit drawings for the project site. These drawings will provide

plan, cross section, and detail views of the proposed DMMA basin and its return water control structure, the new buried permanent discharge pipeline, as well as any necessary seepage, drainage, and erosion control features. We will provide signed and sealed permit drawings in appropriate hardcopy format and in digital (AutoCAD and PDF) format.

3.5 Construction Drawings and Bid Documents

Taylor Engineering will prepare revised digital construction drawings for the project. Construction drawings will provide plan, cross-sectional, and detail views of the proposed DMMA basin and its return water control structure, the new buried permanent discharge pipeline, as well as any necessary seepage, drainage, and erosion control features. Taylor Engineering will provide construction drawings in appropriate hard-copy format and in digital (AutoCAD) format, as well as construction drawings signed and sealed by a Florida Licensed Professional Engineer.

We will update the Division 0 and 1 contract documents (Contract Documents) and prepare Division 2 and higher contract documents (Technical Specifications) for construction of the project. We will follow the Engineer's Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) standards and guidelines in preparing the specifications.

3.6 Bid Package Preparation

We will prepare a bid schedule with estimated quantities for all unit price bid items. In preparation for project bidding and bid administration, Taylor Engineering will develop a digital bid document package including digital copy of the final drawings and specifications for FIND to advertise the bid and upload onto its FTP site. We will provide FIND with a final set of construction documents sealed by a Florida Licensed Professional Engineer.

TASK 4 FEC RAILROAD CROSSING PERMIT

4.1 Railroad Permit Preparation

Taylor Engineering will prepare the railroad utility crossing permit application, and if applicable, will prepare permit drawings showing the permanent discharge pipeline crossing under the railroad. These drawings will include plan views in relation to the railroad right-of-way, cross-sections, and details of the design. We assume FIND will pay the railroad permit fee.

4.2 Coordination with Florida East Coast Railroad and Design Modifications

Given the uncertainty in coordination with the railroad, Taylor Engineering has allocated an additional \$16,000 for meetings, correspondence, design changes, drawing changes, and other work as a result of railroad requirements or stipulations. We will only expend this fee as and if it becomes necessary through coordination with the railroad.

TASK 5 Utility Crossing Permits – US 1 and Old Dixie Highway

Given our recent experience in acquiring the utility crossing permit from the FDOT at project site BV-52, Taylor Engineering recommends acquiring the utility crossing permit for the permanent pipeline to cross under the roadways before construction in order to avoid project delays. Therefore, we include the task herein. Taylor Engineering will submit utility permit applications and drawings to acquire the utility crossing permit at Old Dixie Highway and US 1. We will coordinate with Brevard County and the

FDOT to process the permit application.

TASK 6 Bidding Assistance and Contractor Selection

Taylor Engineering will help FIND administer the bidding process and assist in selecting the contractor. We will remain available at our Jacksonville offices to clarify and interpret project documents and prepare addenda, if required. Our project engineer will attend the pre-bid meeting to answer questions concerning elements of the project for which Taylor Engineering is responsible. We will assist with reviewing the bids received and provide FIND with our recommendations for contractor selection. This work includes reviewing the submitted bid documents, checking references of the responsive bidders, and preparing and transmitting a written recommendation for contractor selection. Taylor Engineering will limit its review and recommendations to engineering and technical issues. FIND will take responsibility for legal review and evaluation of contractors’ financial condition, business licenses or authorizations, bonding, contractual requirements, and any other non-engineering or non-technical information.

ESTIMATED SCHEDULE

Task	Description	Months from Notice to Proceed													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Field Investigations	■	■	■	■										
2	Environmental Permitting					■	■	■	■	■	■	■	■		
3	Engineering Design			■	■	■	■	■	■	■	■	■	■	■	
4	FEC Railroad Crossing Permit							■	■	■	■	■	■		
5	Utility Crossing Permits							■	■	■	■	■	■	■	
6	Bidding Assistance and Contractor Selection													■	■

ATTACHMENT B
Cost Summary by Task

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2019-245: BV-24A FINAL DESIGN

TASK 1: Field Investigation

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	6.0	1,278.00	
Senior Professional	44.0	7,524.00	
Project Professional	66.0	8,778.00	
Staff Professional	32.0	3,328.00	
Senior CAD Designer	6.0	768.00	
Total Man-Hours	154.0		
Labor Cost			21,676.00
<i>Non-Labor</i>	Units	Cost	
Mileage - NR Survey	400.0	216.00	
Meals - NR Survey	3.0	177.00	
GPS rental charge	2.0	200.00	
Mileage - utility locate	400.0	216.00	
Meals - utility locate	3.0	177.00	
Hotel - utility locate	2.0	300.00	
Geotechnical Investigation Fee	1.0	37,000.00	
Surveyor Fee	1.0	24,820.00	
Utility Locate Subcontractor Fee	1.0	18,120.00	
Cultural Resources Survey Fee	1.0	7,320.00	
Mileage - FDEP preapp (Orlando)	300.0	162.00	
Meals - FDEP preapp	2.0	30.00	
Mileage - USACE preapp (Cocoa)	300.0	162.00	
Meals - USACE preapp (Cocoa)	2.0	30.00	
Non-Labor Cost		88,930.00	
Fee @ 10.0%		8,893.00	
Total Non-Labor Cost			97,823.00
Total Task 1			119,499.00

P2019-245: BV-24A FINAL DESIGN

TASK 2: Environmental Permitting

<i>Labor</i>	Hours	Cost	Task Totals
Director/Project Manager	32.0	6,080.00	
Senior Professional	26.0	4,446.00	
Staff Professional	76.0	7,904.00	
Senior CAD Designer	24.0	3,072.00	
Total Man-Hours	158.0		
Labor Cost			21,502.00
<i>Total Task 2</i>			21,502.00

TASK 3: Engineering Design

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	16.0	3,408.00	
Senior Advisor	20.0	4,400.00	
Senior Professional	138.0	23,598.00	
Project Professional	168.0	22,344.00	
Technical Editor	4.0	340.00	
Senior CAD Designer	320.0	40,960.00	
Total Man-Hours	666.0		
Labor Cost			95,050.00
<i>Non-Labor</i>			
	Units	Cost	
Full Size Drawings	3.0	300.00	
Fee @ 10.0%		30.00	
Total Non-Labor Cost			330.00
<i>Total Task 3</i>			\$ 95,380.00

P2019-245: BV-24A FINAL DESIGN

TASK 4: FEC Railroad Crossing Permit

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	16.0	3,408.00	
Senior Advisor	40.0	8,800.00	
Senior Professional	48.0	8,208.00	
Project Professional	16.0	2,128.00	
Staff Professional	40.0	4,160.00	
Senior CAD Designer	56.0	7,168.00	
Total Man-Hours	216.0		
Labor Cost			33,872.00
Total Task 4			\$ 33,872.00

TASK 5: Utility Crossing Permits - US 1 and Old Dixie Highway

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	6.0	1,278.00	
Senior Professional	48.0	8,208.00	
Project Professional	60.0	7,980.00	
Senior CAD Designer	24.0	3,072.00	
Total Man-Hours	138.0		
Labor Cost			20,538.00
Total Task 5			\$ 20,538.00

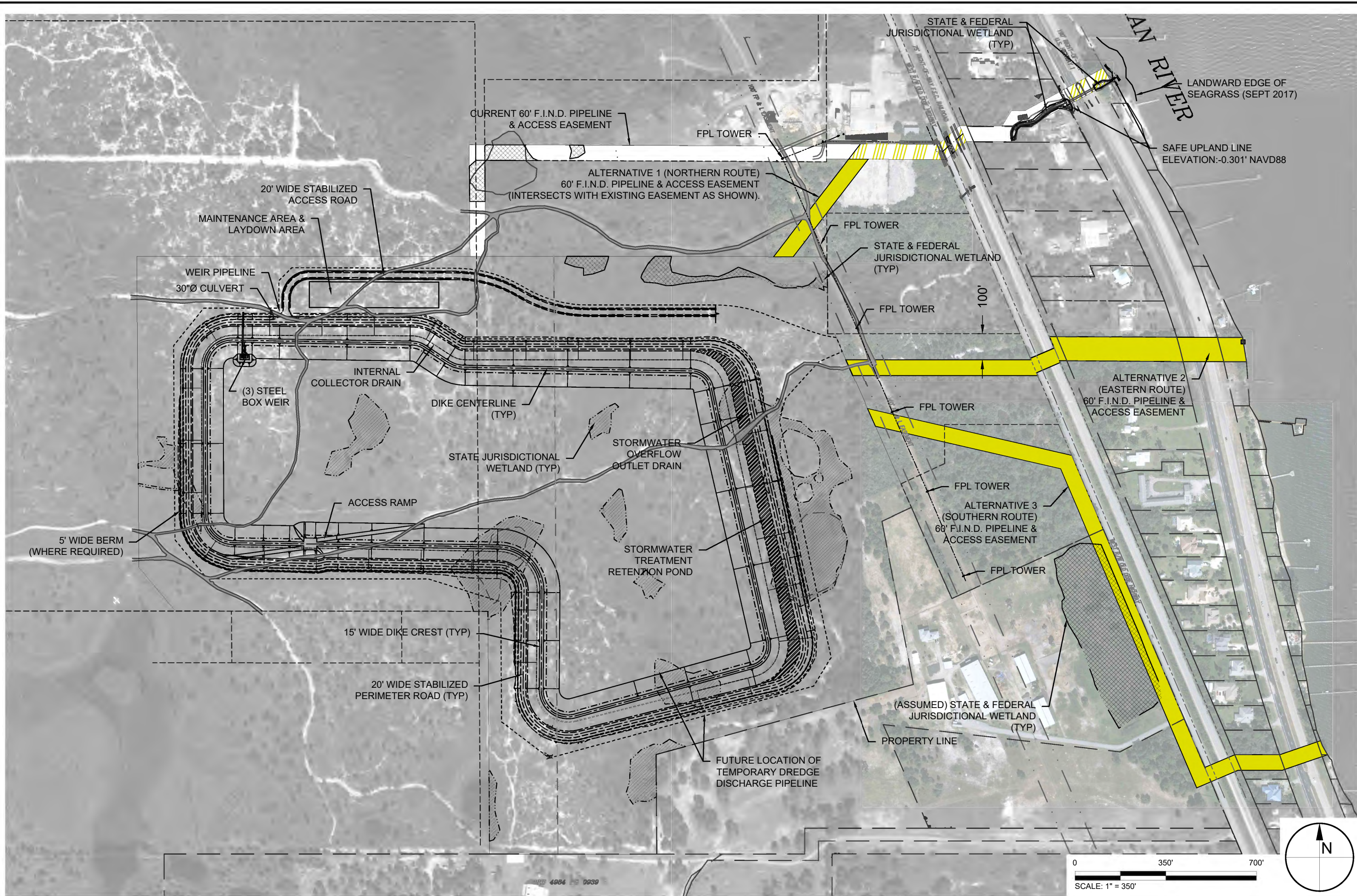
TASK 6: Bidding Assistance and Contractor Selection

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	6.0	1,278.00	
Senior Advisor	4.0	880.00	
Senior Professional	33.0	5,643.00	
Project Professional	56.0	7,448.00	
Total Man-Hours	99.0		
Labor Cost			15,249.00
<i>Non-Labor</i>	Units	Cost	
Meals (Pre-Bid Meeting)	2.0	30.00	
Mileage	400.0	216.00	
Non-Labor Cost		246.00	
Fee @ 10.0%		24.60	
Total Non-Labor Cost			270.60
Total Task 6			\$ 15,519.60

Project Total \$ 306,310.60

ATTACHMENT C
Overview Drawing and Alternative Easement Memorandum

CATHY SHELL X:\SYS\PROJECTS\2015-014 FND BV-24A\FIGURES\ALTERNATE PIPELINE\2015-014 F-MULTI-ALT-OVERVIEW.DWG 2/17/2020 12:35:09 PM



TAYLOR ENGINEERING INC.
 10199 SOUTHSIDE BLVD
 SUITE 310
 JACKSONVILLE, FLORIDA 32256
 REGISTRY # 4815

FIGURE 1
 PIPELINE ROUTE ALTERNATIVES
 F.I.N.D. BV-24A DREDGED MATERIAL MANAGEMENT AREA
 BREVARD COUNTY, FLORIDA

DRAFT

PROJECT: C2015-065
 DRAWN BY: RLJ/cas
 SHEET: 1 of 1
 DATE: JAN 2020

SEAL: REITHA, KNIGHT P.E. # 58084

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Memo

To: Mark Crosley, Executive Director, FIND

From: Jerry Scarborough, Taylor Engineering

Date: Friday, August 23, 2019

Re: BV-24A Easement Route – Three Alternatives to the permitted pipeline easement at BV-24A

Peter Breton requested Taylor Engineering identify three alternatives to the permitted pipeline easement from the BV-24A property to the western shore of the Indian River Lagoon. The alternatives, shown in the attached figure, are preliminary; no engineering has been performed. The routes were selected to begin on the east side of the DMMA footprint to avoid the high elevations at the current DMMA weir location and to pass through the Brevard County EEL lands directly east of the BV-24A property boundary.

This short memo compares the existing, permitted easement path to three others.

NOTES

1. Final design of BV-24A is not complete. Uncertainties exist in the final pipeline design.
2. Selection of an alternative to the existing easement will necessitate relocation and redesign of the outflow weir and related design components.
3. Only a cursory desktop analysis has been made of any alternative easements mentioned herein.
4. Taylor Engineering recommends a site visit as a minimum to ascertain the practicality of the alternative easements mentioned herein.
5. **Alternative 1: "Eastern Route" is recommended by Taylor Engineering based on the cursory review thus far provided.**
6. **Alternative 3 "Northern Route" is the second-ranked Alternative**
7. **Alternative 2 "Southern Route" is the least desirable Alternative**

Existing Easement –

Advantages:

- FIND holds the easement for this route

Disadvantages:

- The pipeline passes through high ground and therefore requires a large and deep trench in order to install it at the proper elevation to operate via gravity flow. This deep trench, up to 20 ft in depth, will probably require steel sheet pile shoring and extensive dewatering.
- The pipeline is the longest of all alternatives.
- Construction costs for this pipeline route is approximated as about 2 million dollars EXTRA over a shorter route over low ground (see memo to FIND dated 4-13-18 from Jerry Scarborough and Jonathan Armbruster).
- The pipeline impacts wetlands (but FIND has already mitigated for the impacts).
- There are existing wetlands, drainage ditch and drainage pipes near the US 1 highway crossing. The ditch is part of the permit-level design. However, no final design has been developed that

verifies that the ditch will serve the purpose. Final design may affect how the pipe traverses US-1 and may change the assumed temporary impacts to wetlands in that location. This may increase construction costs.

- The easement is not situated perpendicular to the FEC RR/Dixie highway crossing. This could create significant design and construction challenges.

Alternative 1: “Eastern Route” – directly east from the DMMA.

Advantages

- Straightest, shortest of easement alternatives pipeline route
- The pipeline route is the shortest of the options identified
- It passes through one private property without buildings
- Relatively little elevation gradient between the DMMA and the discharge point
- No wetland impacts
- Path is much shorter than current easement

Disadvantages

- Requires purchase of a property on the shoreline of the IRL.
- The easement crossing at US 1 is not perpendicular to the roadway, but Taylor feels this can be overcome.
- Relocation and redesign of the outflow structure (to the east side of the DMMA and inflow point are necessary.

Alternative 2: Southern Route

Advantages

- Relatively little elevation gradient between the DMMA and the discharge point

Disadvantages

- Long route (about the same or longer than the already-permitted easement)
- Passes through three private properties
- Requires purchase of a property without buildings on the shoreline of the IRL
- Route will impact wetlands
- Has several bends along route
- Relocation and redesign of the outflow structure (to the east side of the DMMA and inflow point are necessary.

Alternative 3 Northern Route

Advantages

- Less legal effort to obtain easements
 - Passes within private property on which FIND already holds and easement
 - Joins existing easement west of Dixie Highway
- Route length shorter than existing easement route and about the same length as Alternative 1
- Relatively little elevation gradient between the DMMA and the discharge point
- Wetland impacts already mitigated
- Path is much shorter than current easement

Disadvantages

- Requires modification of existing lease
- Impacts wetlands (although less than the existing route or Alternative 2 (Southern Route)

Mark Crosley, Executive Director

Friday, August 23, 2019

Page 3 of 3

- This route includes the eastern portion of the permitted easement. There are existing wetlands, drainage ditch and drainage pipes near the US 1 highway crossing. The ditch is part of the permit-level design. However, no final design has been developed that verifies that the ditch will serve the purpose. Final design may affect how the pipe traverses US-1 and may change the assumed temporary impacts to wetlands in that location. This may increase construction costs.
- Relocation and redesign of the outflow structure (to the east side of the DMMA and inflow point) are necessary.

ATTACHMENT D
Terracon Consultants, Inc.
Geotechnical Investigation
Proposal



January 20, 2020

Taylor Engineering, Inc.
10199 Southside Blvd, Suite 130
Jacksonville, Florida 32256

Attn: Keith Knight, P.E., Senior Structural Engineer

Telephone: 904.731.7040
E-mail: kknight@taylorengeering.com

RE: Geotechnical Engineering Services – Supplemental Services
Revised Dike Alignment and Discharge Pipeline Easement
BV-24A Dredged Material Management Area (DMMA)
Brevard County, Florida
Terracon Project No. HB155022

Dear Mr. Knight:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal for Supplemental Geotechnical Engineering Services for the above-referenced project. This change order request provides our understanding of the project, outlines our proposed work scope and provides a schedule for completion. Compensation for our services is also described herein.

1.0 PROJECT INFORMATION

Terracon has previously completed various Geotechnical Engineering studies for the referenced project that included the drilling of engineering borings along the planned dike centerline and interior areas as well as the planned discharge pipeline alignment for the BV-24A Dredged Material Management Area (DMMA). This work and subsequent reports are summarized below:

- BV-24A DMMA Phase I and II Field Exploration and Laboratory Testing Report (*Reference Preliminary Geotechnical Engineering Report, Phases I and II, dated November 13, 2017*)
- BV-24A DMMA Phase III Engineering Report (*Reference Geotechnical Engineering Report, Phase III, dated December 19, 2017*)
- BV-24A DMMA Permanent Discharge Pipeline (*Reference Geotechnical Engineering Report, Permanent Discharge Pipeline, dated November 13, 2017*)

Since the time of that study, a portion of the dike centerline has been adjusted and the alignment/easement of the proposed pipeline has been moved. At this time we understand

additional engineering borings are required along the revised dike centerline and new pipeline alignment.

The revised dike centerline includes the shifting of about 800 lineal feet of a portion of the southern embankment near the southeast corner of the dike to the south. The southern shift will be about 600 feet.

The new easement segment which encompasses the proposed new pipeline alignment will extend from BV-24A DMMA east approximately 1,800 feet to its discharge into the Intracoastal Waterway (ICWW). The pipeline will cross three existing features which include Old Dixie Highway, the Florida East Coast (FEC) railroad, and U.S. Highway 1. We understand the pipeline will be a 48-inch diameter HDPE solid wall pipe that will typically bear between about 5 and 12 feet below the existing ground surface. The pipeline at the existing features described above will be installed at an anticipated invert depth of about 15 feet below grade using Jack and Bore techniques.

The borings previously drilled at the project site in the vicinity of the areas described above generally disclosed relatively clean to slightly silty fine sands with zones below 40 feet intermixed with shell fragments. Layers of sandy silt were found between depths of 40 and 50 feet near the revised dike alignment and between 10 and 30 feet in areas east of the dike along the pipeline easement. The sandy silt layers ranged in thickness from 5 to 10 feet.

2.0 SCOPE OF SERVICES

2.1 Proposed Geotechnical Services

Our proposed scope of work consists of the following (boring locations and depths are as requested by Taylor Engineering, Inc.):

1. Visit the project site, field mark locations of planned borings and borehole permeability test and contact the Sunshine State One Call of Florida (SSOCOF) for the clearance of public utilities.
2. Mow 10 to 12 foot wide access paths for the borings associated with the DMMA dike centerline to provide access for drilling equipment. The mowing will take place through light brush and native saw-palmetto bushes. No native trees or other vegetation will be cleared. This work will be subcontracted and performed under the direction of Terracon.
3. Once underground utility clearance is obtained, mobilize a drilling rig and drill the borings in accordance with the information shown in the following table.



Number of Explorations	Test Method	Planned Depth (feet) below ground surface	Planned Location (see Proposed Boring Location Plan)
1	Standard Penetration Test (SPT)	100	Revised dike centerline
2		70	Revised dike centerline
2		45	Revised dike centerline
2		30	Pipeline alignment
3		45	Pipeline alignment adjacent to roadway and/or railroad

Test locations are shown in the Exploration Plans in Exhibits B and C

4. The SPT borings will be drilled using mud rotary methods and samples of the subsurface materials will be obtained at frequent vertical intervals in accordance with procedures outlined in ASTM D 1586 (the Standard Penetration Test). SPT split spoon sampling will be continuous to a depth of 10 feet, and at 5-foot vertical intervals thereafter. In addition, we will observe and record groundwater levels during drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.
5. A single field borehole permeability test will be performed just west of US Highway 1 (along pipeline easement) to assess the hydraulic conductivity of the near surface soils. This test will be performed at the location of Boring TB-4
6. The boreholes will be backfilled with bentonite chips or grout. We understand that the project surveyor will obtain ground surface elevations at the location of each boring and permeability test.
7. Selected samples from the borings may be tested for index properties (moisture content, organic content, grain size distribution) to aid in soil classification.
8. A Final (Amended) Geotechnical Engineering Report will be prepared which presents:
 - a. Results of the field exploration and laboratory testing
 - b. Recommendations connected with the design and construction of the DMMA embankments, namely addressing any changes from recommendations outlined in our BV-24A DMMA Phase III Engineering Report,
 - c. Recommendations for pipeline installation, bedding, and backfill.
 - d. Lateral earth pressure parameters for the design of temporary excavation support systems.

2.2 Schedule

We can begin the work following receipt of your written authorization to proceed. We estimate that our schedule for the work will be as follows. Schedule is based on time after receiving written notice to proceed.

- Mark Test Boring Locations – 1 week
- Mow access paths – 2 weeks
- Field work – 3 weeks
- Laboratory testing – 4 weeks
- Engineering report preparation – 6 weeks

2.3 Safety

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do.

IIF is not just something we do, it's in everything we do. As part of our *IIF* process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns. For this project, this entails the set-up of a maintenance of traffic plan that protects the safety of our employees and limits impacts to local traffic.

3.0 COMPENSATION

Based upon our general knowledge of the subsurface conditions of the site area and our understanding of the project, we will provide the services outlined in **Section 2** for a lump sum fee of **\$37,000**.

The fee is valid for 90 days from the date of this proposal. The fee is based on the assumptions and conditions provided at the time of this proposal. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

4.0 AUTHORIZATION

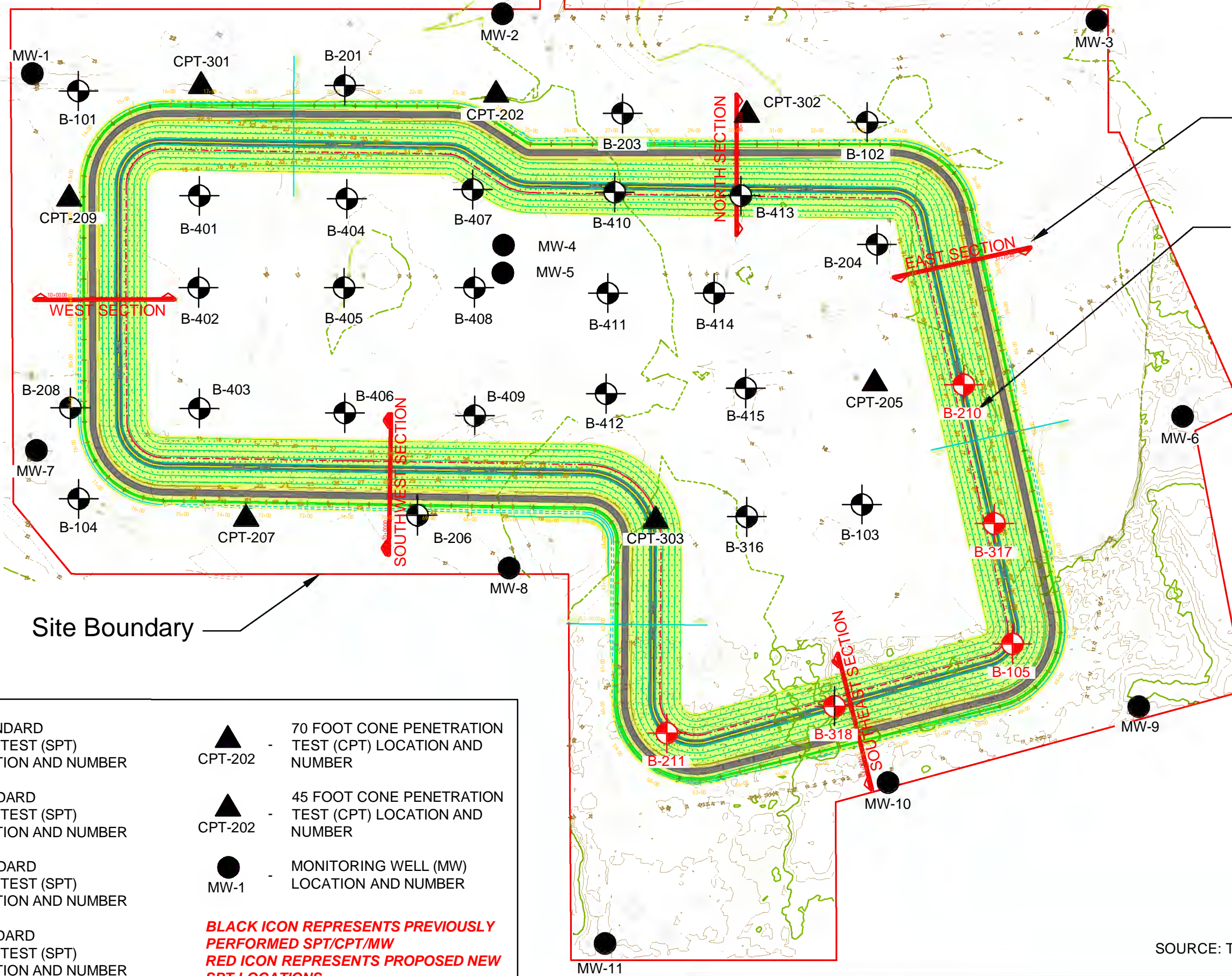
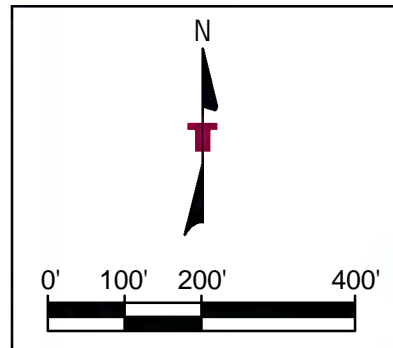
If this proposal for supplemental services meets your approval, kindly send your agreement using this proposal and its exhibits as an attachment. We appreciate the opportunity and look forward to working with you on this project. If you have any questions or comments regarding this change order request or require additional services, please call.

Sincerely,

Terracon Consultants, Inc.

Jaime Velez, P.E.
Senior Geotechnical Engineer

Douglas S. Dunkelberger, P.E.
Principal



DESIGN CROSS SECTION

DIKE EMBANKMENT ALIGNMENT

Site Boundary

LEGEND

- B-101 - 100 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER
 - B-201 - 70 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER
 - B-316 - 45 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER
 - B-401 - 15 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER
 - CPT-202 - 70 FOOT CONE PENETRATION TEST (CPT) LOCATION AND NUMBER
 - CPT-202 - 45 FOOT CONE PENETRATION TEST (CPT) LOCATION AND NUMBER
 - MW-1 - MONITORING WELL (MW) LOCATION AND NUMBER
- BLACK ICON REPRESENTS PREVIOUSLY PERFORMED SPT/CPT/MW**
RED ICON REPRESENTS PROPOSED NEW SPT LOCATIONS

Locations are approximate



SOURCE: TAYLOR ENGINEERING, INC.

Project Mng:	DD	Project No.	HB155022	DUNKELBERGER engineering & testing, inc. A Terracon COMPANY <small>645 NW ENTERPRISE DR., STE 107 PORT ST. LUCIE, FL 34986 PH. (772) 343-9787 FAX. (772) 343-9404</small>	EXPLORATION PLAN - ADDITIONAL DIKE BORINGS GEOTECHNICAL SITE EXPLORATION TAYLOR ENGINEERING, INC. DREDGED MATERIAL MANAGEMENT AREA (DMMA) BV-24A Brevard County Florida	EXHIBIT A
Drawn By:	BL	Scale:	AS SHOWN			
Checked By:	DD	File No.:				
Approved By:	KA	Date:	1/17/2020			



Approximate DMMA Site Boundary

LEGEND

 PB-10	-	30 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER	 PB-10	-	45 FOOT STANDARD PENETRATION TEST (SPT) BORING LOCATION AND NUMBER
--	---	--	--	---	--

SOURCE: GOOGLE EARTH PRO

Project Mngr: DD	Project No. HB155022	DUNKELBERGER engineering & testing, inc. A Terracon COMPANY 645 NW ENTERPRISE DR., STE 107 PORT ST. LUCIE, FL 34986 PH. (772) 343-9787 FAX. (772) 343-9404	EXPLORATION PLAN - ADDITIONAL DIKE BORINGS		EXHIBIT
Drawn By: BL	Scale: AS SHOWN		GEOTECHNICAL SITE EXPLORATION TAYLOR ENGINEERING, INC. DREDGED MATERIAL MANAGEMENT AREA (DMMA) BV-24A		
Checked By: DD	File No. -		Brevard County		B
Approved By: KA	Date: 1/17/2020		Florida		

ATTACHMENT E
Morgan & Eklund, Inc
Survey Proposal



Morgan & Eklund, Inc.

4909 US Highway 1
 Vero Beach, Florida 32967

Phone: 772-388-5364
 Fax: 772-388-3165

January 15, 2020

Taylor Engineering Inc.
 Attn: Mr. Keith Knight, P.E
 10199 Southside Boulevard, Suite 310
 Jacksonville, FL 32256

**RE: Boundary and Topographic Survey of Pipeline Easement, FIND Parcel BV-24A,
 Brevard County, FL**

Dear Keith:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional survey services for the above-referenced project.

In accordance with the scope of work as provided, I estimate our costs to be as follows:

I. Boundary survey of 100' wide parcel of land

A. Field survey

Chief Surveyor
 2 hours @ \$150/hr.....\$ 300.00

Project Surveyor
 16 hours @ \$95/hr.....\$ 1,520.00

Three Man Survey Crew
 40 hours @ \$150/hr.....\$ 6,000.00

Trimble RTKGPs
 3 days @ \$450/day.....\$ 1,350.00
 \$ 9,170.00

B. Data reduction & plotting

Chief Surveyor
 8 hours @ \$150/hr.....\$ 1,200.00

Project Surveyor 10 hours @ \$95/hr.....	\$	950.00
Computer Technician 10 hours @ \$75/hr	\$	<u>750.00</u>
	\$	2,900.00
Total I A&B.....	\$	12,070.00

II. Establish 100' wide easement from East property line of BV-24A to West shore of Indian River

Chief Surveyor 2 hours @ \$150/hr.....	\$	300.00
Project Surveyor 10 hours @ \$95/hr.....	\$	950.00
Computer Technician 20 hours @ \$75/hr.....	\$	<u>1,500.00</u>
Total II.....	\$	2,750.00

III. Topographic survey along 100' wide easement from East line of BV-24A to West shore of the Indian River; run cross-sections on 50' stations; locate utilities, overhead lines and all improvements; topo out to wading depth on East end

A. Field survey

Project Surveyor 10 hours @ \$95/hr.....	\$	950.00
Three Man Survey Crew 40 hours @ \$150/hr.....	\$	<u>6,000.00</u>
	\$	6,950.00

B. Data reduction & plotting

Chief Surveyor 4 hours @ \$150/hr.....	\$	600.00
Project Surveyor 10 hours @ \$95/hr.....	\$	950.00
Computer Technician 20 hours @ \$75/hr	\$	<u>1,500.00</u>
	\$	3,050.00
Total III A&B.....	\$	10,000.00

Total Cost I-III\$ 24,820.00 Lump Sum Fee

As always, Morgan & Eklund Inc. is looking forward to working with you and Taylor Engineering Inc. on this project.

Sincerely,

John R. Morgan, II, PLS
President

JRM:dmc

Billing: will be invoiced monthly **Terms:** Net 30 days

**ATTACHMENT F
Keith & Associates, Inc
Utility Location
Proposal**



January 23, 2020

Keith Knight
 Senior Structural Engineer
 Taylor Engineering, Inc.
 10199 Southside Blvd, Suite 310
 Jacksonville, FL 32256
 904.256.1332 (office)
kknight@tayloengineering.com

RE: Agreement for Professional Services

Project Name: Dredging Utility Locates
 Project Location: Grant, Florida (US1, FEC and old Dixie Highway)
 Our Project/Proposal Number: 11211.M0

Dear Mr. Knight,

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Taylor Engineering, Inc. ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services. CONSULTANT will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide utility designation within a 100' wide corridor up within the ROW (right of way) of Old Dixie Highway, FEC (Florida East Coast) Railway and US1. Keith will also perform up to 20 Test Holes at the designer's discretion.

Corporate Office
 301 E Atlantic Blvd
 Pompano Beach
 FL 33060
 954.788.3400

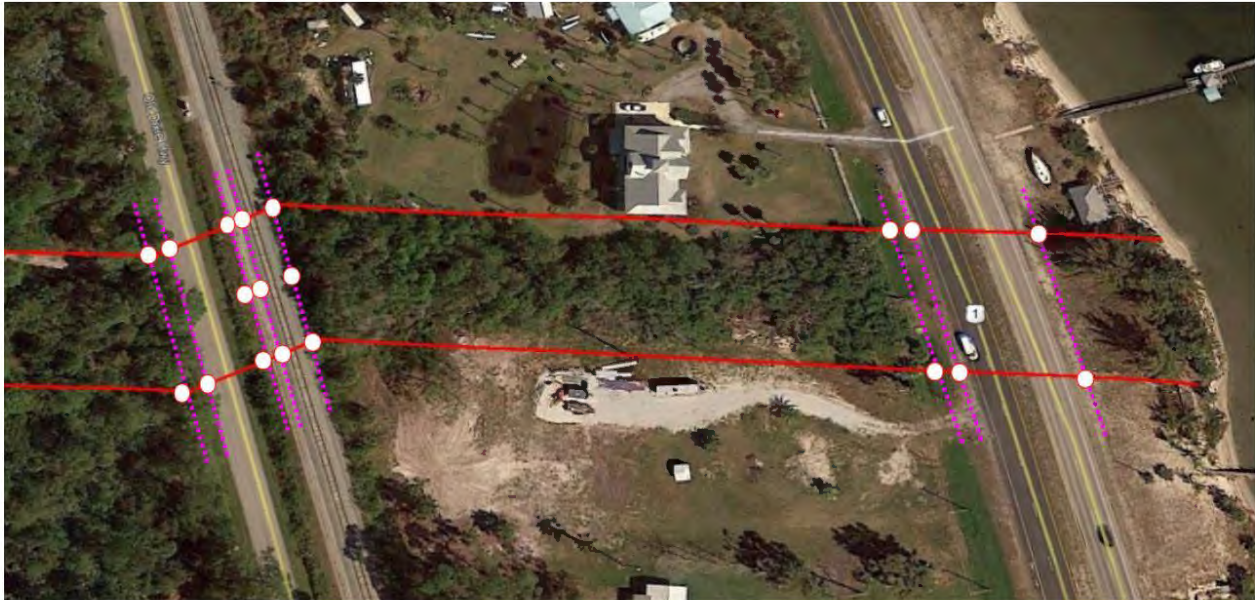
Miami-Dade County
 5805 Blue Lagoon Drive
 Suite 218
 Miami, FL 33126
 305.667.5474

Broward County
 2312 S Andrews Ave
 Fort Lauderdale
 FL 33316
 954.788.3400

Palm Beach County
 120 N Federal Hwy
 Suite 208
 Lake Worth, FL 33460
 561.469.0992

Orange County
 2948 E. Livingston St
 Suite 100
 Orlando, FL 32803
 954.788.3400

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.



PROJECT SCOPE

KEITH services included for this project

- Survey**
 - ALTA/NSPS
 - Topography
 - Boundary
 - Tree
 - Sketch and Description
 - Construction Layout
 - Construction As-Built
 - Other _____
- SUE**
 - Horizontal Designation
 - Location Services
 - Utility Mapping
 - Records Research
 - Other _____
- Planning Services**
 - Due Diligence
 - Platting
 - Rezoning
 - Conditional Use Permit
 - Right of Way Vacation
 - Site Plan Processing and Coordination
 - Other _____
- Civil Engineering Services**
 - Paving, Grading and Drainage
 - Water Distribution and Sanitary Sewer
 - Storm Water Prevention
 - Other _____
- Transportation Engineering Services**
 - Major Roadway
 - Minor Roadway
 - Drainage
 - Maintenance of Traffic Plans
 - Quality Control
 - Other _____
- Traffic Engineering Services**
 - Traffic Impact Study
 - Traffic Impact Statement
 - Parking Study
 - Pavement Marking and Signage
 - Signalization
 - Roadway Lighting
 - Other _____
- Landscape Architecture Services**
 - Hardscape and Paving
 - Fine Grading
 - Landscape
 - Irrigation
 - Site Lighting
 - Pools or Water Features
 - Specialty Features
 - Other _____
- Construction/Program Management Services**
 - Permitting
 - Bidding Assistance
 - Construction Observation
 - Construction Certification
 - Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. Keith is to provide professional services associated with designation, location of existing subsurface utilities. Consultant shall designate and locate tone able and non-tone able utilities (Project limits depicted in exhibit below) Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will investigate and horizontally mark any known tone able and non-tone able underground utilities that are within the designated ROW (right of way) area. Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known and unknown non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. The horizontal location of underground utilities will be marked on the surface with spray paint. Fiber optic lines within the railroad ROW and location of gas facilities within any of the ROW limits will be marked with spray paint and will also be delineated by 24” pink fluorescent flags labeled with corresponding utility. Flags will be set at 20’ intervals on center. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

*This includes the fee three (3) nights of hotel accommodations and per diem for a 4-man field crew, and associated travel expenses.

Task 202 Location Services

KEITH will perform up to (20) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1’ by 1’). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with a wooden lathe in grassed areas. All 20 locations are to include test hole number, size, type and material along with a cover depth of utility and will be identified on the ground (impervious areas) or on a wooden lathe (pervious areas). A test hole summary report will also be created providing depth of cover, type, size and material if applicable. Once the 20 locations and designated utilities have been mapped by Clients survey firm, Keith will request cadd file along with an ascii file in order to review the collected field data and provide a utility map for reference. Keith will also provide a detailed field sketch of findings.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of



services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

SCHEDULE

SUE SERVICES

Task 201 Horizontal Designation Services	2 weeks
Task 202 Location Services	2 weeks
Task 203 FEC Flaggers	Duration

COMPENSATION

SUE SERVICES

Task 201 Horizontal Designation Services	\$9,120.00 (Lump Sum)
Task 202 Location Services (\$350/test hole)	\$7,000.00 (NTE)
Task 203 FEC Flaggers	\$2,000.00 (NTE)

Total Fee \$18,120.00

If you concur with the foregoing as well as the attached General Terms and Conditions dated November 1, 2019 and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

As to CLIENT
Taylor Engineering

Alex Lazowick
President
DATED: _____

Signature: _____
Print Name: _____
Title: _____
DATED: _____





BILLING INFORMATION FORM

Project Name: _____

Project Location: _____

Client Job/P.O Number: _____

CLIENT BILLING INFORMATION

Company: _____

Attention: _____ **Title:** _____

Address: _____

City, State, Zip: _____

Phone: _____

Email (for invoicing): _____

SPECIAL BILLING INSTRUCTIONS:

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Phone: _____ **Email:** _____



GENERAL TERMS AND CONDITIONS

I. COMPENSATION

A). Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

PAYMENT DELAY: If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of KEITH (the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be affected by an appropriate Subcontractor Change Order.

B). Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items:

- A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals
- C. Cost of postage and shipping expenses, including courier services
- D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

C). Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.



II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A). Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B). Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C). Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest which are indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are undetectable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion of the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science.



The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others. KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D). Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT).

E). Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F). Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

G). Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

III. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.



IV. GENERAL PROVISIONS:

A). Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B). No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C). Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.



**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Principal.....	\$300.00
Senior Project Manager.....	\$225.00
Project Manager I.....	\$120.00
Project Manager II.....	\$140.00
Project Manager III.....	\$175.00
Assistant Project Manager.....	\$100.00
Construction Manager.....	\$180.00
Senior Traffic Engineer.....	\$175.00
Engineer I.....	\$90.00
Engineer II.....	\$100.00
Engineer III.....	\$110.00
Engineering Inspector I.....	\$90.00
Engineering Inspector II.....	\$100.00
Engineering Inspector III.....	\$125.00
Senior Surveyor & Mapper.....	\$150.00
Project Surveyor I.....	\$110.00
Project Surveyor II.....	\$125.00
Technician I.....	\$70.00
Technician II.....	\$80.00
Technician III.....	\$90.00
Survey Party (2) Person.....	\$110.00
Survey Party (3) Person.....	\$130.00
Survey Laser Scanning.....	\$250.00
Senior Planner.....	\$140.00
Planner.....	\$120.00
Senior Landscape Architect.....	\$150.00
Arborist.....	\$140.00
Landscape Designer I.....	\$90.00
Landscape Designer II.....	\$100.00
Landscape Designer III.....	\$125.00
Senior Utility Coordinator.....	\$175.00
Subsurface Utility Location Manager.....	\$140.00
Subsurface Utility Field Supervisor.....	\$90.00
Utility Coordination Manager.....	\$120.00
Utility Coordinator.....	\$100.00
Utility Designating/GPR.....	\$200.00
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each
Administrative Assistant I.....	\$60.00
Administrative Assistant II.....	\$80.00

Effective 11/01/2019



EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 st Class	Current US Postal rate
Mileage:	Current IRS Standard
	Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 11/01/2019



ATTACHMENT G
Panamerican Consultants, Inc.
Cultural Resources Survey
Proposal



**SCOPE OF SERVICES FOR
A PHASE I LEVEL CULTURAL RESOURCES ASSESSMENT SURVEY
OF THE BV-24A DREDGED MATERIALS ALTERNATE EASEMENT
PROJECT AREA, BREVARD COUNTY, FLORIDA**

Panamerican Consultants, Inc. (PCI) proposes to conduct a Phase I cultural resources assessment survey of the referenced property (Figure 1) which constitutes approximately 2.7 acres, for Taylor Engineering, Inc. of Jacksonville, Florida. Work would be conducted in accordance with the standards and procedures of the Florida Department of State, Division of Historical Resources (DHR) and Section 9J-2.043, F.A.C, Chapters 267 and 373, *Florida Statutes*, as well as those in the *FDOT PD&E Manual, CRM Handbook, Chapter IA-46*, and Section 106 of the *National Historic Preservation Act* of 1966 (36 CFR 800), and would be designed to satisfy any requests from the Florida DHR. The purpose of this survey is to collect factual data that will assist in the determination of whether or not significant or potentially significant archaeological and historical sites are present on the subject tract, and if present, to provide recommendations regarding future protection or mitigation. These data will provide the basis for addressing questions concerning the potential effects of proposed management activities on significant or potentially significant archaeological and historical properties that may be present on the subject property. The following services would constitute our scope of work for the proposed survey.

Literature Review and Background Research. The purpose of the literature and background search will be to determine what previously recorded archaeological and historic resources (both locally listed and in the Florida Master Site File) exist within the project area and to develop an understanding of unrecorded resources that may be expected in the project area. FMSF forms for previously recorded resources, existing *NRHP* nominations, *NRHP* DOE reports, and CRAS reports within the project area will be ordered from the FMSF office in Tallahassee. Coordination with the county preservation staff will be conducted to identify locally designated resources, archaeological zones, and designated conservation areas. A review of the FMSF was conducted for the current proposal and it shows that no archaeological surveys have been conducted within the project area, but nearby surveys have recorded a prehistoric archaeological site. A high to moderate potential for prehistoric and historic artifacts is expected given the distance of this project area from water resources and known prehistoric and historic sites (Figures 1 and 2).

Archaeological, Historical, and Environmental Overviews. The results of the literature review and background research will be presented in the form of written overviews of the archaeology, history, and environment of the project area. From this, we will develop an archaeological resource testing strategy adequate to identify and assess the specific kinds of resources anticipated. Background information will also provide a context for evaluating the significance of any identified archaeological sites and/or historic resources and assist with defining the APE. It is of note that several historic and prehistoric archaeological sites and resources have been previously recorded directly adjacent to the current project area (Figures 1 and 2).

Define Area of Potential Effect. The APE is defined in 36 CFR 800.16 as “the geographic area(s) within which the proposed undertaking may directly or indirectly cause changes in the character or use of historic properties if such properties exist.” For the purposes of this proposal, the APE is defined as the approximately 2.7-acre project corridor (Figures 1 and 2).

Florida Offices:

5337 North Socrum Loop Road, Suite 144, Lakeland Fl. 33809/4430 Yarmouth Place, Pensacola, Fl. 32514

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Historic Resources Survey. The historic resources survey will use standard field methods to identify and record historic resources. FMSF forms will be completed with field data, including notes from site observations and informant interviews. Our initial assessment of the property indicates that there are likely no standing historic structures on the property but historic resources are located near the project area.

Archaeological Survey. Archaeological testing will consist of both surface and subsurface techniques. The intensity of this testing will be keyed to the ranked archaeological site potential zones established in the research design. Subsurface testing in areas of high site potential zones will be tested at 25-meter (82-foot) intervals while moderate site potential zones will be conducted at roughly 50-meter (164-foot) intervals. Subsurface testing in areas of low site potential will be performed on a 100-m (328-foot) to judgmental basis within 10 percent of areas designated as such.

Subsurface tests will be 50 cm (20 inches) in diameter and will be dug to a minimum depth, subsurface conditions permitting, of one meter (3.3 feet). All excavated soils will be sifted through 6.4 mm (¼ inch) metal hardware cloth screen. Any cultural materials recovered will be stored in plastic bags and all provenience data will be recorded. Field notes on each test performed will be recorded, and the location of all tests will be plotted on field aerial maps of the project area. In addition to shovel testing, a surface inspection of all exposed ground, such as in areas of overturned topsoil or along dirt roads, will be performed throughout the project area regardless of site potential designation. Identified archaeological sites will be plotted on aerial maps and GPS coordinates will be taken. Preliminary bounding of the sites will be conducted and FMSF forms will be completed for each site identified within the project area.

Laboratory processing will consist of the cleaning, cataloguing, stabilization (if required), packaging, and temporary storage of the artifacts recovered. Artifact analysis will involve the morphological and functional classification of artifacts and, if possible, establish their temporal/cultural affiliations.

Florida Master Site Files. A FMSF form will be completed for all archaeological and historic resources identified during the survey. Updated FMSF forms will be prepared for previously recorded sites and resources, where required.

Report Preparation. The CRAS report will be submitted with FMSF forms, and survey log sheet to the DHR for review after approval by the client. The report will meet all *Chapter 1A-46* requirements in DHR review.

PCI will consult with the client after completing the field work for this project, and prior to the finalization of the cultural resources report, to ensure that the client is aware of the number (if any) of archaeological and historical sites located on the project area, the potential significance of each site and PCI's recommendations for these sites.

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Three days of fieldwork is expected to be necessary to conduct the cultural resources field assessment of this property. Based on the environmental setting of the project area and the location of nearby sites, we anticipate the presence of prehistoric midden within the survey area that will need to be documented to DHR standards. An additional two weeks will be required to complete laboratory artifact analysis, data analysis, and preparation of the final report. The final contract products are expected to be completed and delivered to Taylor Engineering, and if requested, PCI can submit to the Florida DHR for their review and comment. The DHR has a thirty (30) calendar day review period upon receipt of the completed report. The report will meet DHR requirements and assure that there are no problems with permitting from a cultural resource standpoint. PCI's professional staff will be available to address any questions or issues arising from DHR, SHPO, THPO, or FDOT review of the assessment of the subject property.

All work described in this proposal will be performed for the fixed price of **\$7,320.00**. If this proposal is agreeable to Taylor Engineering, PCI can issue an "Approval to Perform Work" (APW) to be signed by representatives of both firms before the initiation of the project. PCI appreciates the opportunity to bid on this project.

***NOTE:** The scope of this agreement addresses only a Phase I cultural resources assessment of the referenced property and does not automatically guarantee DHR project clearance. Significant or potentially significant cultural resource areas identified as a result of this assessment may require subsequent evaluation and/or mitigation excavations, which are beyond the scope of this proposal.*

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Figure 1. Project area on an aerial image showing nearby previously recorded cultural resources.

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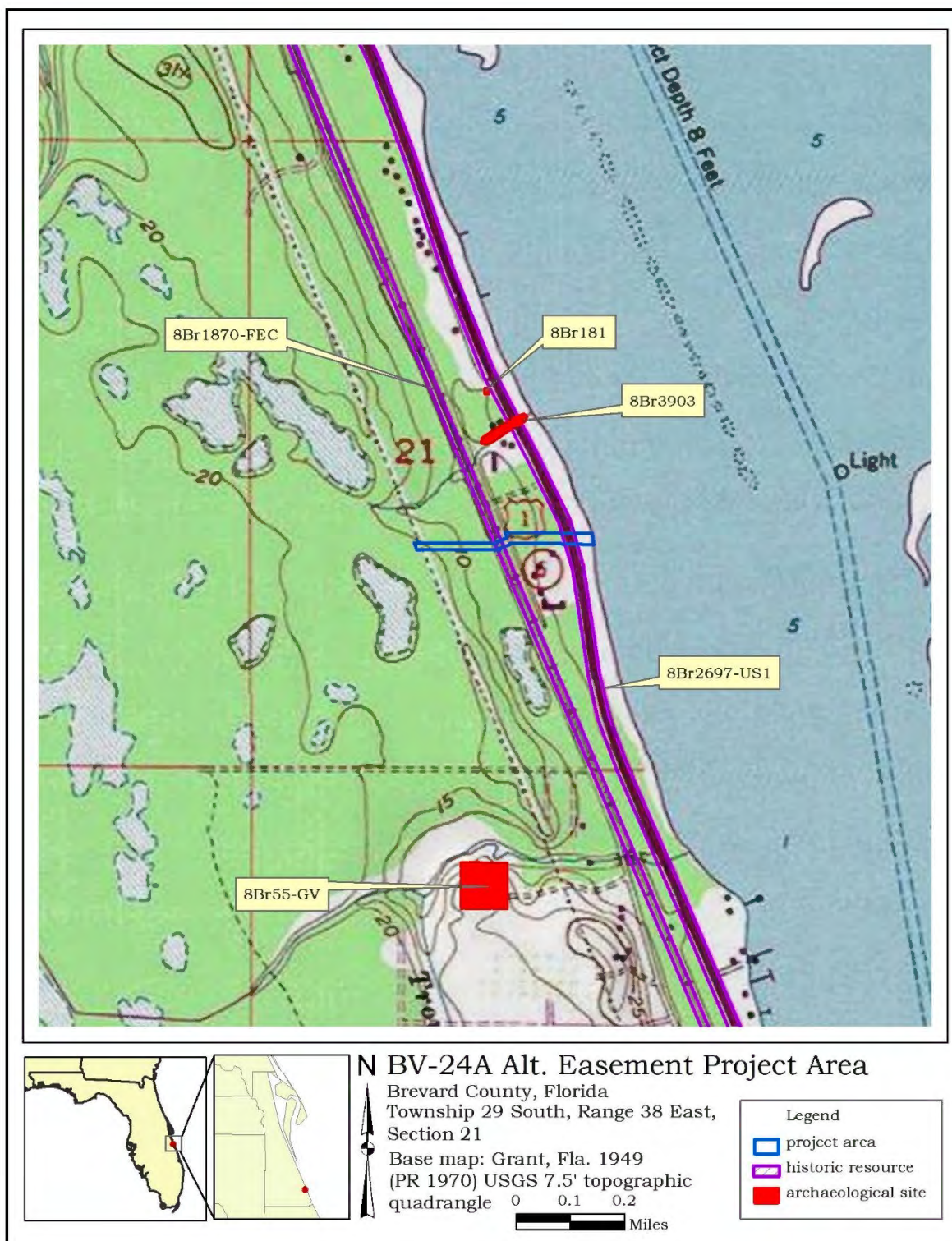


Figure 2. Project area on the 1949 (photorevised 1970) Grant, Fla. USGS 7.5-min topographic quadrangle map showing nearby previously recorded cultural resources.

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March 6, 2020

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, FL 33477

RE: Scope of Services
Environmental Resource Permitting Services for Dredged Material Management Area O-23
Martin County, Florida

Mr. Crosley:

Taylor Engineering is pleased to submit the attached scope of services (Attachment A) and cost proposal (Attachment B) for the above-referenced project. Attachment C includes a site location figure for reference. The FIND has designated O-23, a ± 30.7 -acre undeveloped, primarily upland property in Martin County, Florida for development as a permanent dredged material management area (DMMA) to serve nearby segments of the Okeechobee Waterway (OWW). O-23 will receive dredged material removed from Reach II of the OWW in Martin County during channel maintenance operations. Reach II extends from a point 0.35 mile south-southwest of Sewall Point (Cut 3, Station 0+00; OWW mile 0.99) northward then westward 4.35 miles to a point 2.11 miles east of the Roosevelt (U.S. Highway 1) Bridge at Speedy Point (Cut 9, Station 44+35, OWW mile 5.34). Located in Jensen Beach, O-23 lies approximately 0.5 mile north of the St. Lucie River and 1.5 miles east of U.S. Highway 1. The Florida East Coast Railway forms its southern boundary and Warner Creek, a tributary of the St. Lucie River, crosses the eastern portion of the property.

As detailed in the enclosed documents, our proposed services include natural resource field investigations (optional - if required by Florida Department of Environmental Protection) and state environmental permitting services. We understand that the U.S. Army Corps of Engineers will provide all required engineering design and support necessary to develop a complete permit application and respond to agency requests for additional information throughout the application review process.

We propose to perform these services for a cost-plus not to exceed cost of \$49,880.40 (optional task accounts for \$12,130.60). Please contact me with any questions.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor. Waterfront Engineering
Attachments (3)

**SCOPE OF WORK AND COST PROPOSAL
ENVIRONMENTAL RESOURCE PERMITTING SERVICES FOR
DREDGED MATERIAL MANAGEMENT AREA O-23
MARTIN COUNTY, FLORIDA**

The Florida Inland Navigation District (FIND) has designated O-23, a ±30.7-acre primarily upland property in Martin County, Florida for development as a permanent dredged material management area (DMMA) to serve nearby segments of the Okeechobee Waterway (OWW). O-23 will receive, dewater, and temporarily store dredged material removed from Reach II of the OWW in Martin County during channel maintenance operations. Reach II extends from a point 0.35 mile south-southwest of Sewall Point (Cut 3, Station 0+00; OWW mile 0.99) northward then westward 4.35 miles to a point 2.11 miles east of the Roosevelt (U.S. Highway 1) Bridge at Speedy Point (Cut 9, Station 44+35, OWW mile 5.34).

A series of previous Taylor Engineering investigations and subsequent reports will provide the foundation for the DMMA design. The 2002 *Management Plan* indicates that the ±15.1-acre containment basin includes variable width setbacks from property boundaries and a dike crest elevation of approximately 14.5 ft above the existing mean site grade of +7.3 ft NGVD. The design capacity will slightly exceed the 50-year storage requirement (244,000 cy) determined in the 2002 Management Plan.

This proposal describes the scope of work associated with developing the state environmental resource permit application for DMMA O-23, in coordination with engineering and design services provided by the U.S. Army Corps of Engineers (USACE). We have based our proposed scope of services on the following assumptions:

1. Taylor Engineering will provide biological and environmental permitting services only and USACE will provide all necessary engineering support.
2. USACE will provide site data collection (boundary, topographic, and geotechnical surveys) and all engineering design, analysis, and support services to complete the permit application and address related FDEP requests for additional information. These include, but are not limited to DMMA design, slope stability and seepage analysis, stormwater analysis and treatment design (if required), groundwater analysis (if required), addressing FDEP ERP engineering review criteria, preparing permit drawings, and developing narratives to address engineering-related sections of the ERP application.
3. State and federal agencies will not require species-specific surveys (e.g., Florida scrub jay, crested caracara) to issue the ERP.
4. A cultural resources survey, as recommended in a 1999 letter from the State Historic Preservation Officer, will be completed by USACE or contracted by FIND to others.
5. Regulatory agencies will not require mitigation of temporary wetland impacts, if any, associated with the placement of the ingress/egress pipeline for dredging operations.
6. USACE will be responsible for all federal agency consultation requirements.
7. FIND will pay all application and processing fees.

If any of these assumptions prove incorrect, we reserve the right to modify our scope and cost proposal, if necessary, to ensure we meet the expectations of FIND.

TASK 1 NATURAL RESOURCES FIELD INVESTIGATION (OPTIONAL TASK)

The USACE has indicated that existing wetlands and natural resource information should suffice for environmental resource permitting purposes. The pre-application meeting (Task 2.1) with FDEP regulatory staff will determine whether or not new natural resource information is required. If required by the FDEP, Taylor Engineering will complete this task as described below.

State regulatory agency policy requires wetland delineation performed within the past five years. Because the previous environmental surveys occurred in 2002, we will delineate on-site wetlands and use the Florida Land Use, Cover and Forms Classification System (FLUCCS) to map and characterize natural communities within the project area. This work will provide information necessary to characterize natural resources and identify potential impacts requiring mitigation (if any).

Wetlands Delineation. Taylor Engineering will perform a state jurisdictional wetlands delineation of the entire O-23 property. Wetlands delineation methodologies will follow the protocols mandated by the state of Florida (Chapter 62-340, Florida Administrative Code). Taylor Engineering will install sequentially-numbered flags or stakes to mark the wetland-upland interface. Succeeding flags/stakes will be clearly visible from the previous flag location, and the distance between flags will not exceed 100 feet. Taylor Engineering will record the location of each flag/stake using a differentially-corrected global positioning system with submeter accuracy.

Taylor Engineering will schedule and participate in an on-site meeting with FDEP staff to verify the jurisdictional wetland boundary and, if necessary, adjust the boundary based on agency staff field observations and comments. After the jurisdictional boundary review, Taylor Engineering will revise the draft wetland drawings as necessary and resubmit to FDEP.

Habitat Characterization and Listed Species Assessment. Taylor Engineering will use the FLUCCS to map (via aerial interpretation and field verification) and characterize natural communities (including wetlands if encountered) within the entire O-23 property. Characterizations will include qualitative descriptions of each identified community, lists of dominant vegetation by species, and documentation of observed and likely occurrences of wildlife. Taylor Engineering will also assess the property for potential use by state- and federally listed species. A 2002 study completed by Water and Air Research, Inc. indicated that the O-23 site contained some suitable habitat for the listed species including the Florida scrub jay and gopher tortoise. A review of recent aerial photographs suggests that suitable Florida scrub jay habitat has diminished over the years due to overgrowth of vegetation. The field investigation and habitat characterization will confirm whether or not suitable scrub jay habitat exists onsite and recommend any necessary species-specific survey(s) and necessary schedule(s) for the work.

Reporting. Taylor Engineering will develop a report summarizing the results of the natural resources field investigation. The report will include

- Descriptions of the methods and results of the field investigation
- Qualitative descriptions of natural communities
- FLUCCS map including acreages for each community type
- Wetland delineation map (showing wetland boundaries verified by agency staff)
- Descriptions of wildlife utilization (both observed and likely occurring)
- Assessment of potential occurrence or use by threatened and endangered species

TASK 2 ENVIRONMENTAL PERMITTING

The construction of the O-23 DMMA will require an environmental resource permit from the FDEP. Task 2 includes preparation and submittal of an ERP application for the construction of O-23, coordination with a mitigation bank to reserve credits to offset unavoidable wetland impacts (if required), and time to respond to requests for additional information (RAI) from the FDEP.

2.1 Pre-Application Meeting

Taylor Engineering will coordinate and attend a pre-application meeting with the FDEP regulatory and USACE planning/engineering staff. During this meeting (potentially located on-site), we will introduce the project to FDEP staff, determine need for additional natural resource data collection (Task 1), discuss foreseeable permit application issues, and solicit agency recommendations concerning the content and format of the application materials. Following completion of the pre-application meeting, Taylor Engineering will compile and submit meeting minutes to all attending parties.

2.2 Environmental Resource Permit Application

Based on site data, preliminary engineering design drawings and analyses (to be provided by USACE), and agency comments made during the pre-application meeting, Taylor Engineering will prepare and submit an ERP application to the FDEP (Southeast District).

In addition to the standard forms, the application will include signed and sealed preliminary design drawings (provided by USACE) and narratives describing the (1) overall project and conceptual design, (2) location of on-site sensitive natural habitats, (3) best management practices and impact avoidance/minimization techniques, (4) natural resource impact analysis and (5) construction methodology and schedule.

2.3 Responses to Requests for Additional Information

Following submission of the permit application, the FDEP will likely require responses to one or more Requests for Additional Information (RAI). RAIs typically comprise a series of questions requiring additional explanation of the proposed project work. Information requests associated with USACE products will be forwarded to the USACE project manager for the responses, which Taylor Engineering will review, and subsequently work with USACE as necessary to complete. The final USACE responses will become part of the RAI response submittal to FDEP. Taylor Engineering will develop RAI responses to those requests associated with work products prepared by Taylor Engineering as part of this scope of work.

Our cost estimate includes a budget of \$15,000 (equates to approximately 14 project professional man days) to respond to FDEP RAIs. Notably, this would be a cost-plus work order, and Taylor Engineering will only invoice for efforts required to respond to agency requests and coordinate with USACE. If the permit application requires additional labor, field investigations, or laboratory tests to respond adequately to agency RAIs, we will submit a new cost proposal commensurate with the level of effort needed to satisfy agency requests. Taylor Engineering will provide all RAI responses to FIND for review before submitting to the FDEP.

2.4 Agency Coordination

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. To that end, Taylor Engineering will actively coordinate with agency (e.g., FDEP, FWC, USFWS) staff during the application process to in an attempt to expeditiously resolve environmental issues that arise during the review period.

ESTIMATED SCHEDULE

Task	Description	Months from Notice to Proceed										
		1	2	3	4	5	6	7	8	9	10	11
1	Field Investigation (Optional)											
2	Environmental Permitting											

NOTE: Work cannot proceed until the USACE provides the necessary engineering information to develop the ERP application. RAI response schedule performance may depend in part on receipt of USACE responses.

**TAYLOR ENGINEERING, INC.
 COST SUMMARY BY TASK
 P2020-013: FIND O-23 ERP PERMITTING SERVICES**

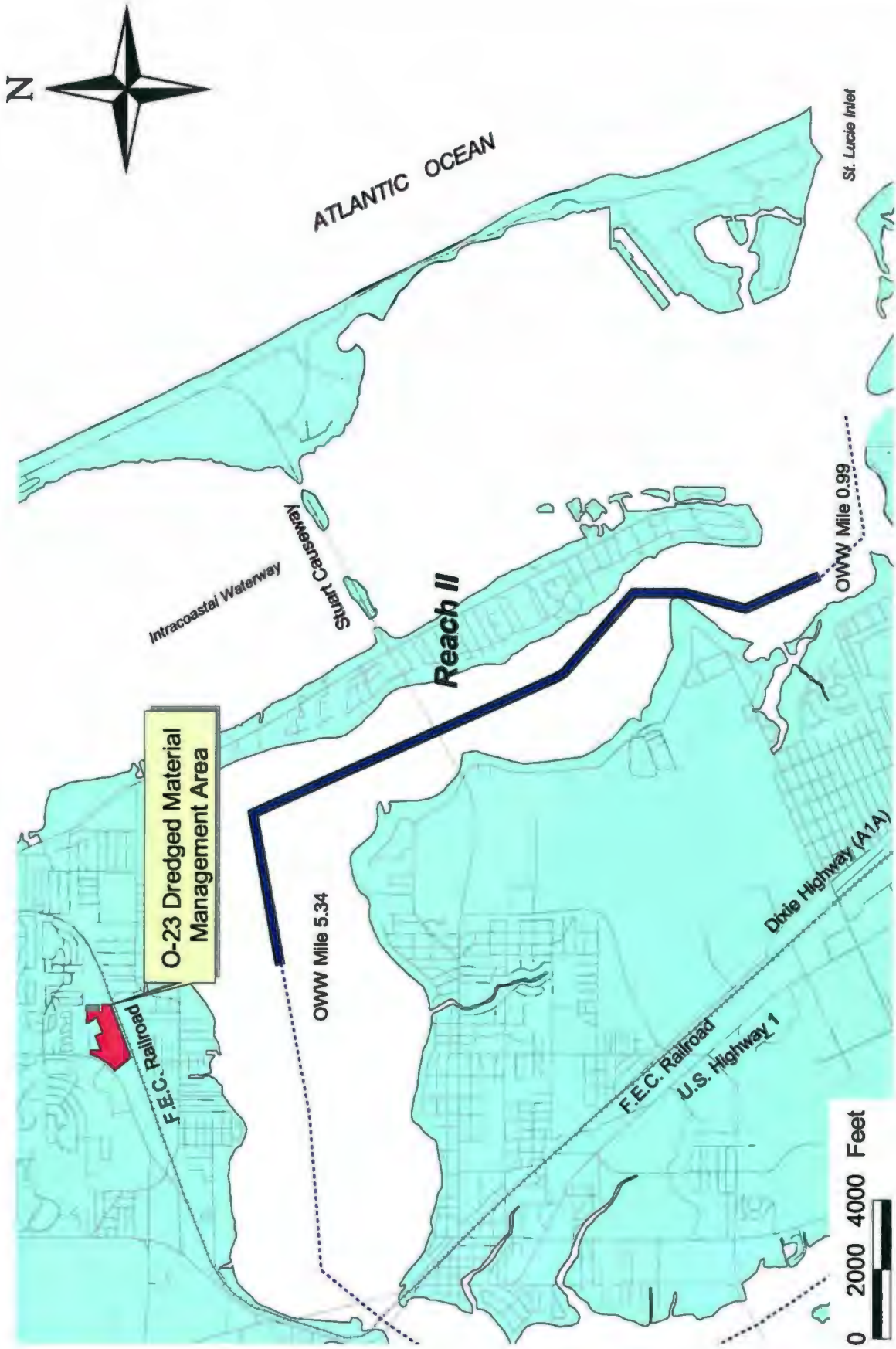
TASK 1: Natural Resources Field Investigation (Optional Task)

<i>Labor</i>	Hours	Cost	Task Totals
Senior Professional	38.0	6,498.00	
Staff Professional	40.0	4,160.00	
Senior GIS Specialist	4.0	608.00	
Total Man-Hours		82.0	
Labor Cost			11,266.00
<i>Non-Labor</i>	Units	Cost	
Mileage (RT Jax / O-23)	500.0	270.00	
Meals	4.0	256.00	
Lodging	2.0	260.00	
Non-Labor Cost		786.00	
Fee @ 10.0%		78.60	
Total Non-Labor Cost			864.60
<i>Total Task 1</i>			12,130.60

TASK 2: Environmental Permitting

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	4.0	880.00	
Senior Professional	56.0	9,576.00	
Project Professional	112.8	15,000.00	
Staff Professional	76.0	7,904.00	
Senior GIS Specialist	26.0	3,952.00	
Total Man-Hours		274.8	
Labor Cost			37,312.00
<i>Non-Labor</i>	Units	Cost	
Mileage (RT Jax / O-23)	500.0	270.00	
Meals	2.0	128.00	
Non-Labor Cost		398.00	
Fee @ 10.0%		39.80	
Total Non-Labor Cost			437.80
<i>Total Task 2</i>			37,749.80

Project Total \$ 49,880.40



Location of Site O-23 within Reach II
 Dredged Material Management Plan
 Okeechobee Waterway, Martin County, Florida

Freedom Waste Services



419 NE Baker Rd, Stuart, Florida 34994

772-334-9700 in Martin County

772-466-4004 in St. Lucie County

FAX 772-334-5626

772-562-8611 in Indian River County

www.freedomwaste.com

January 30, 2020

Mark Crosley
Florida Inland Navigation District
1314 Marcinski Rd.
Jupiter FL, 33477

Re: Quote – Demolition 4310 81st. St. Vero Beach

Dear Mr. Crosley,

It is our pleasure to provide you with a proposal for the demolition and removal of the existing structure located at the above referenced project.

Freedom Waste Services will sort, separate and recycle much of the building material as it is demolished. Separated materials will be hauled to specialized recycling facilities, diverting large portions of waste from landfills and providing the most cost-effective means of demolition available. Freedom Waste Services can mobilize two weeks after written notice to proceed and the duration of the project should take approximately two weeks.

In this proposal I have included removal of the main home, two adjacent storage barns, smoke house, barn at the far east side of the property and demolishing and filling in the pool area.

Demolition of Structures

\$ 19,500.00

Please let me know if you have any questions.

Thank you

Travis Waddell
Vice President

DMMA IR_7A

Legend
📌 Life Estate expired
210



Life Estate expired

IR-7A



700 ft

Demo DMMA IR-7A

House, pool and several out structures

Legend
211





March 6, 2020

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

RE: Scope of Professional Engineering Services
Intracoastal Waterway (ICWW) Shoaling Condition Surveys
St. Lucie and Martin Counties, Florida

Mr. Crosley:

Per your request, Taylor Engineering has prepared the attached Scope of Services (Attachment A) and Cost Proposal (Attachment B) for the following services related to the above-referenced project:

- Task 1 – Hydrographic Survey Scoping and Bidding Coordination
- Task 2 – Survey Contractor Coordination
- Task 3 – Survey Quality Assurance and Preliminary Design Volume Calculations

Taylor Engineering will complete the work described herein for a lump sum fee of \$13,415.00. It is anticipated that the scope of work developed for the hydrographic survey will cover approximately 18 miles of the ICWW in southern St. Lucie County and northern Martin County. Following receipt of the survey data Taylor Engineering will perform quality checks on the data, develop potential dredging volumes, and make a recommendation on the feasibility of a maintenance dredging project which would use the newly constructed dredged material management area M-8.

Please contact me with any questions you have regarding this effort. We can begin work upon your notice to proceed.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering

Attachments (2)
Figure (2)

ATTACHMENT A

SCOPE OF PROFESSIONAL ENGINEERING SERVICES
INTRACOASTAL WATERWAY SHOALING CONDITION SURVEYS
ST. LUCIE AND MARTIN COUNTIES, FLORIDA

**SCOPE OF PROFESSIONAL ENGINEERING SERVICES
INTRACOASTAL WATERWAY SHOALING CONDITION SURVEYS
ST. LUCIE AND MARTIN COUNTIES, FLORIDA**

INTRODUCTION

This scope of professional engineering services describes Taylor Engineering's effort to support a proposed project for completion of hydrographic surveys of Reaches II and III of the Intracoastal Waterway (ICWW) in St. Lucie County and Reach I in Martin County, Florida (**Figures 1 and 2**). Under this scope of work Taylor Engineering will assist the Florida Inland Navigation District (FIND) with scoping and advertising the effort for competitive bidding. We will also assist with selection of the low priced, technically acceptable contractor. Once the contractor is selected Taylor Engineering will provide required field coordination during the data collection phase. Once data is received Taylor Engineering will complete a quality check of the data followed by preliminary design level volume calculations. Our findings will be provided to FIND in a memorandum which will discuss the shoaling conditions of each reach individually as well as the potential for development of a maintenance dredging project for the project area which would use the newly constructed dredged material management area (DMMA) M-8. The channel reaches proposed for this survey effort are summarized in **Table 1** below.

Table 1. St. Lucie and Martin County ICWW Reaches Proposed for Condition Surveys

COUNTY	REACH	FROM	TO	LENGTH
St. Lucie	II	Seaway (S.R. A1A) Bridge ICWW Mile 225.52 Cut SL-3S/STA 0+00	Hutchinson Island Nuclear Plant ICWW Mile 233.96 Cut SL-6/STA 45+00	8.44
St. Lucie	III	Hutchinson Island Nuclear Plant ICWW Mile 233.96 Cut SL-6/STA 45+00	Martin/St. Lucie Co. Line ICWW Mile 239.37 Cut SL-6/STA 373+40	6.22
Martin	I	Martin/St. Lucie Co. Line ICWW Mile 239.37 Cut SL-6/STA 373+40	SR A1A Bridge ICWW Mile 243.79 Cut M-1/STA 190+00	4.35
TOTAL				19.01

TASK 1 SURVEY SCOPING AND BIDDING COORDINATION

1.1 Write Survey Scope or Request for Proposals

Taylor Engineering will coordinate with FIND to develop a scope of work or request for proposals for bathymetric surveying of the three ICWW reaches listed in Table 1.

1.2 Bidding Assistance

Taylor Engineering will help the FIND administer the bidding process and select the survey contractor. We will remain available at our Jacksonville offices to clarify and interpret project documents and prepare addenda, if required. We will coordinate and answer questions concerning elements of the project for which Taylor Engineering is responsible.

1.3 Source selection

Taylor Engineering will help review the bids received and provide the FIND with our recommendations for contractor selection. This work includes reviewing the submitted bid documents, checking technical references of the responsive bidders, and preparing and transmitting a written

recommendation for contractor selection. Taylor Engineering will limit its review and recommendations to engineering and technical issues. The FIND will take responsibility for legal review and evaluation of contractors' financial condition, business licenses or authorizations, bonding, contractual requirements, and any other non-engineering or non-technical information.

TASK 2 SURVEY CONTRACTOR COORDINATION

2.1 Coordination During Field Work

Taylor Engineering will remain available for communication with the selected survey contractor during the duration of their field work and data post processing phases. We will answer any questions the contractor may have regarding field conditions, channel template, survey area, data processing, or deliverable formatting.

TASK 3 SURVEY QUALITY ASSURANCE AND VOLUME CALCULATION

3.1 Survey Data Quality Assurance

Taylor Engineering will coordinate delivery of the newly collected survey data from the survey contractor. Once the data is received Taylor Engineering will review the content and quality of the data to ensure it meets quality standards and is delivered in a format that we can manipulate for preliminary design calculations.

3.2 Preliminary Design Calculations

Taylor Engineering will develop a three-dimensional AutoCAD-based digital terrain model of the project area and potential dredging locations. We will use the newly collected bathymetric survey data in the models to develop a dredging template that will include plan area, cross sections, and total required dredging volume.

3.3 Summary Memo

Following review of shoaling conditions throughout the project area Taylor Engineering will provide a summary of the channel conditions by reach. A memorandum will be provided to FIND that discusses observations of channel conditions and potential for development of a maintenance dredging project within the surveyed area.

ESTIMATED SCHEDULE

No.	Task	Months from Notice to Proceed			
		1	2	3	4
1	Scoping and Bidding				
2	Field Coordination				
3	QA and Volume Calculations				

ATTACHMENT B

COST PROPOSAL

**INTRACOASTAL WATERWAY SHOALING CONDITION SURVEYS
ST. LUCIE AND MARTIN COUNTIES, FLORIDA**

**TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2020-028: ICWW SURVEYS ST. LUCIE**

TASK 1: Survey Scoping and Bidding Coordination				
<i>Labor</i>	Hours	Cost	Task Totals	
Senior Advisor	8.0	1,760.00		
Senior Professional	18.0	3,078.00		
Project Professional	2.0	266.00		
Staff Professional	2.0	208.00		
Total Man-Hours	30.0			
Labor Cost				5,312.00
<i>Total Task 1</i>				5,312.00

TASK 2: Survey Contractor Coordination				
<i>Labor</i>	Hours	Cost	Task Totals	
Senior Advisor	2.0	440.00		
Senior Professional	8.0	1,368.00		
Total Man-Hours	10.0			
Labor Cost				1,808.00
<i>Total Task 2</i>				1,808.00

TASK 3: Survey QA and Volume Calculations				
<i>Labor</i>	Hours	Cost	Task Totals	
Senior Advisor	3.0	660.00		
Senior Professional	9.0	1,539.00		
Senior CAD Designer	32.0	4,096.00		
Total Man-Hours	44.0			
Labor Cost				6,295.00
<i>Total Task 3</i>				\$ 6,295.00

Project Total \$ 13,415.00

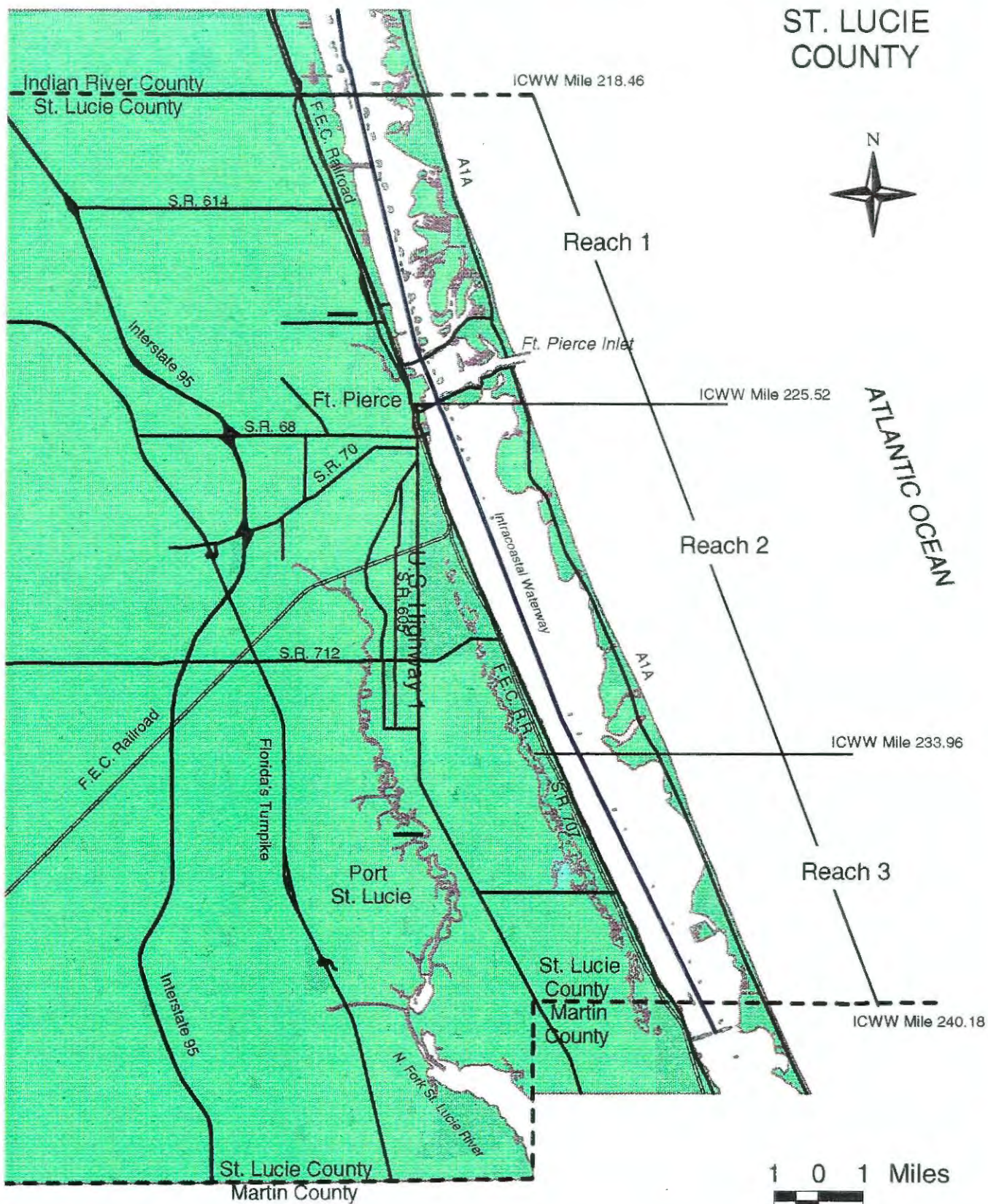


Figure 3.1
Dredged Material Management
Channel Reaches
Intracoastal Waterway
St. Lucie County, Florida

TAYLOR ENGINEERING INC.
9086 Cypress Green Drive
Jacksonville, Florida 32256

Project	C9509
Revision	
Sheet	
Date	May, 1997

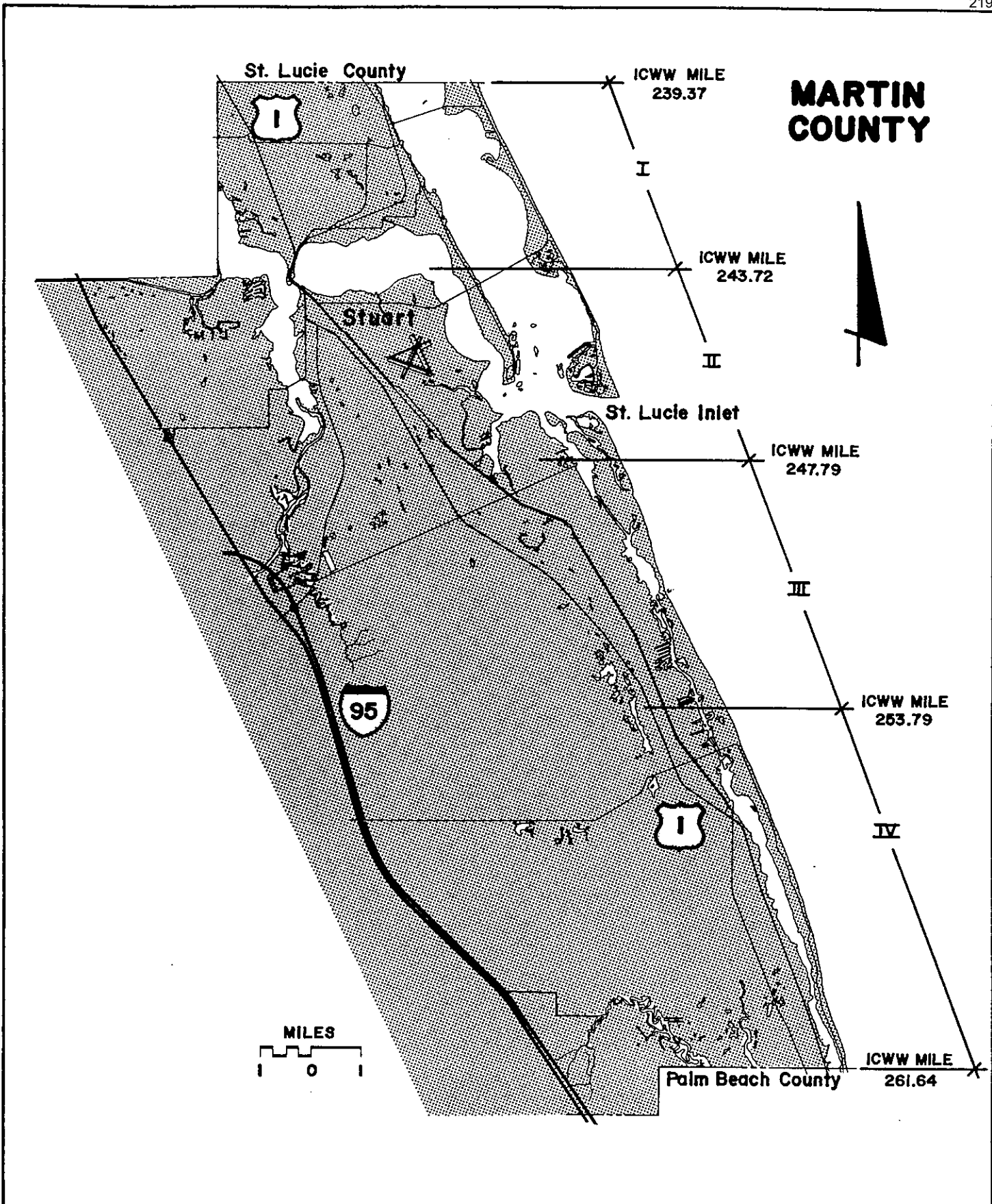


Figure 3-1
 Dredged Material Management
 Channel Reaches
 Intracoastal Waterway
 Martin County, Florida



TAYLOR ENGINEERING INC
 9086 CYPRESS GREEN DRIVE
 JACKSONVILLE, FLORIDA 32256

PROJECT
REVISION
SHEET
DATE

SECOND AMENDMENT TO LEASE AGREEMENT DMMA PB-PI

THIS SECOND AMENDMENT (“Amendment”) to that certain Lease Agreement (“Agreement”) between Florida Inland Navigation District (“FIND”) and RBY, LLC, a Florida limited liability company (“Tenant”) dated the 23rd day of March, 2018.

WITNESSETH:

WHEREAS, FIND owns a parcel of real property in Palm Beach County known as Dredged Material Management Area (DMMA) PB-PI (Peanut Island) which is more particularly described in the Agreement (hereinafter, the “Premises”); and

WHEREAS, FIND leased the Premises to the Tenant for an initial term ending September 30, 2016; and

WHEREAS, FIND on March 23, 2018, FIND and Tenant agreed to a two (2) year lease extension expiring on March 31, 2020.

WHEREAS, FIND granted the Tenant a license (“License”) to enter upon the Premises for the purpose of removing the dredged material deposited by Tenant pursuant to the Agreement (“Tenant’s Dredged Material”), which License expires on March 31, 2020; and

WHEREAS, the Tenant has not removed all of the Tenant’s Dredged Material and desires to extend the License for another two (2) years; and

WHEREAS, FIND is willing to extend the License for another two (2) years, subject to the terms and conditions of this Amendment.

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. FIND hereby extends the License until March 31, 2022.
3. The Tenant agrees to complete the removal of Tenant’s Dredged Material prior to the expiration of the License, as hereby extended.
4. The Tenant shall renew the performance bond referenced in Paragraph 22 of the Agreement in the penal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), conditioned on Tenant’s complete removal from the Premises of all of Tenant’s Dredged Material not later than March 31, 2022.
5. The Effective Date of this Amendment shall be the date on which the last party to this Amendment executes this Amendment.
6. Except as amended by this Amendment, the Agreement is ratified, confirmed and accepted.
7. This Amendment may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

(cont.)

SECOND AMENDMENT TO LEASE AGREEMENT DMMA PB-PI

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

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

By: _____
Don Donaldson, Chair

Dated: _____

RBY, LLC, a Florida limited liability company
By: WAYCO HOLDINGS, INC., its Manager

By: _____

Name: _____

Title: _____

Dated: _____

DMMA PB-PI

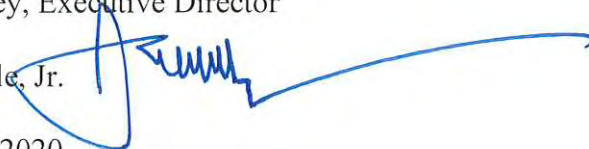
PB-PI





MEMORANDUM

TO: Mark Crosley, Executive Director

FROM: Jon C. Moyle, Jr. 

DATE: February 3, 2020

RE: Report on Florida Legislative Activity and Bills of Interest

The 2020 Legislative session is underway in earnest, with committees meeting regularly and considering scores of bills that have been filed. The 2020 Legislative session began January 14, 2020 and is scheduled to conclude on March 13, 2020. Bills filed by members of the House and Senate, combined with bills introduced by legislative committees, total close to 2,000 bills. The only bill that must pass during the 2020 Legislative session is the budget. That process is underway, with House and Senate budget committees recently releasing drafts of their respective budgets. This report provides a general report on some issues that are likely to receive considerable legislative attention this session and reviews some specific issues that are likely to be of interest to you and Florida Inland Navigation District Board of Directors.

GENERAL OVERVIEW

The 2020 session kicked off on January 14, 2020 with Governor DeSantis, the Senate President, Bill Galvano (R-Bradenton), and House Speaker Jose Oliva (R-Miami Lakes), publicly identifying their respective priorities. Governor DeSantis called 2020 the “Year of the Teacher” and has proposed increasing the starting salary for teachers from an average of just under \$39,000 per year to \$47,500 per year, a significant increase. The Governor continues to focus on water quality issues, which includes funding for the clean-up of the Everglades, springs

Mark Crosley
February 3, 2020
Page 2

restoration, and acquisition and preservation of environmentally significant lands. The Governor is seeking \$625 million dollars for these efforts. He is also supporting substantive water quality legislation and seeking to increase environmental fines by 50%, as such fines have not been increased in some time. Governor DeSantis continues to enjoy a strong relationship with the Legislature, and most expect that he will accomplish most, if not all, of his legislative objectives.

Speaker Oliva's opening day remarks to the Florida House of Representatives focused on Florida's health care system. Speaker Oliva was critical of certain health care providers, such as the pharmaceutical industry, hospitals, and medical device manufacturers, calling them collectively "the Great Robber-Barons of our time." The Speaker signaled strong support for allowing nurse practitioners to render direct health care to patients, a controversial topic. Senate President Galvano made brief remarks, recalling his 16 years of legislative service, and focused on the need to show civility and respect during the legislative process. Senator Galvano did not list legislative priorities, having last year successfully obtained legislative approval to move forward with three new significant toll road projects in the state.

Among the issues that are likely to receive legislative attention this year are requiring employers to use the electronic verify system, commonly known as E-Verify, when hiring new employees; changes to water quality laws; elimination of the Best and Brightest teacher bonus program, with those monies being reprogrammed into increased salaries for teachers; consideration of additional restrictions on abortion; and debate about whether to continue funding Visit Florida, which actively markets the state as a tourist destination, something the House Speaker believes is unnecessary, given Florida's well-known warm weather and beaches.

Mark Crosley
February 3, 2020
Page 3

ISSUES AND BILLS OF INTEREST

The firm is tracking several bills that are likely interest to you and FIND. Below is a list of bills that may be of interest, a brief description of the bill, and a description of whether the bill has been heard in heard in committee.

SB 606/HB 417: Anchoring Limitation Areas: Designates specified waterways as anchoring limitation areas. The Senate bill passed the Environment and Natural Resources Committee on a 3-2 vote. It designates as anchoring limitation areas the Ortega River, the Cedar River in Duval County, and any portions of Kings Bay which are located within the 19 municipal boundaries of Crystal River in Citrus County; the House bill has not yet been heard.

SB 640/HB 153: Indian River Lagoon State Matching Grant Program: Provides that certain projects identified in a specified Indian River Lagoon Comprehensive Conservation and Management Plan are eligible for state funding consideration; directing the Department of Environmental Protection to coordinate with the South Florida Water Management District and the St. Johns River Water Management District to identify projects and grant recipients and to submit an annual report to the Governor, the Legislature, and specified persons. The House bill has been heard in its first committee, but the Senate bill has not been heard in committee. This issue may be addressed in the budget process.

SB 648: Sargassum Seaweed Matching Grant Program: Requires the Department of Environmental Protection to establish a Sargassum Seaweed Matching Grant Program for a specified purpose; requires the department to submit an annual report to the Governor and the

Mark Crosley
February 3, 2020
Page 4

Legislature by a specified date. The bill passed the Senate Environmental and Natural Resources Committee. There is no House companion bill.

SB 766/HB 611: Local Government Accountability: Requires the Commission on Ethics to create the Local Government Lobbyist Registration System; prohibiting a person from lobbying a governmental entity absent registration with the commission; requiring the commission to publish a lobbyist directory; requiring notice of certain meetings in a specified manner. This bill, which includes special districts, has not yet been heard in any committee.

SB 826/HB 1329: Marina Evacuations: This bill prohibits vessels under specified weight from remaining in certain marinas that have been deemed not suitable for refuge during hurricane after issuance of hurricane watch or warning for waters of marina; provides for civil penalties. This legislation has not yet received a committee hearing.

SB 1030/HB 1007 Public Records/Vessel Title or Registration/Department of Highway Safety and Motor Vehicles: The legislation creates public records exemptions for certain information contained in any record that pertains to a vessel title or vessel registration issued by the Department of Highway Safety and Motor Vehicles; providing exemptions from public records requirements for electronic mail addresses and cellular telephone numbers collected by the department; providing for future legislative review and repeal of the exemptions; providing statements of public necessity. The Senate bill has passed its first committee of reference, but the House bill has not yet been heard in committee.

Mark Crosley
February 3, 2020
Page 5

SB 1042/HB 1061 Aquatic Preserves: Creating the Nature Coast Aquatic Preserve; designating the preserve for inclusion in the aquatic preserve system; outlining the authority of the Board of Trustees of the Internal Improvement Trust Fund in respect to the preserve; prohibiting the establishment and management of the preserve from infringing upon the riparian rights of upland property owners adjacent to or within the preserve. This bill has passed its first Senate committee but has not yet been heard by a House committee.

HB 1149/SB 1702: Local Government Fiscal Transparency: Revises Legislative Auditing Committee duties; specifies purpose of local government fiscal transparency requirements; requires local governments to post voting record information on websites; requires property appraisers & local governments to post property tax information & history on websites; requires public notices for public hearings & meetings before new tax increases; requires local governments to conduct debt affordability analyses; provides method for local governments to post certain required information. The House bill is moving through committees, but the Senate bill has not yet been heard in committee.

HB 1363/SB 1382/SB 712: Basin Management Action Plans: Provides additional management strategies for such plans; requires certain plans to include specified elements; provides requirements for DEP, DACS, DOH, UF/IFAS, local governments, water management districts, & owners of agricultural operations; requires specified data collection & research; establishes nutrient reduction cost-share program within DEP; exempts rural homesteads from certain best management practices under certain conditions; requires DEP & DACS to include specified

Mark Crosley
February 3, 2020
Page 6

information in annual progress reports for such plans. These bills are moving in committees of their respective legislative bodies.

SB 1466/HB 855 Special Districts: This bill revises the method by which special district may post its final audit report on its website; deletes requirement that public facilities report & meeting materials be posted on the special district's website. This legislation has passed two House committees, and its first Senate committee of reference.

SB 1378/HB 1407 Vessels: Specifies the operation of a vessel at slow speed, minimum wake; prohibiting the operation of vessels at speeds faster than slow speed, minimum wake in certain situations; prohibiting the anchoring or mooring of a vessel to, or within a specified distance of, a mangrove or to vegetation upon, or within a specified distance of, public lands; revising civil penalties relating to certain at-risk vessels and prohibited anchoring or mooring. Neither the House nor Senate bill has been heard in committee.

SR 1572 Climate Change: This resolution (not a bill) expresses the Legislature's support for the adoption of policies that will prepare Florida for the environmental and economic impact of climate change, sea-level rise, and flooding, and recognizing the important role that resiliency and infrastructure will play in fortifying this state, etc.

SB 7016/HB 1073 Statewide Office of Resiliency: The bill establishes the Statewide Office of Resiliency office within the Executive Office of the Governor; creating the Statewide Sea-Level Rise Task Force within the office; authorizing the Department of Environmental Protection to

Mark Crosley
February 3, 2020
Page 7

contract for specified services, upon request of the task force; requiring the Environmental Regulation Commission to take certain action on the task force's recommendations. Both the House and Senate bill are moving through committees.

CONCLUSION

To the extent that you have questions or concerns about any of the bills identified, please let me know. Many of the bills, like the special district bill, will be monitored for amendments that potentially could prove problematic.