

**Sebastian Inlet District  
Regular Commission Meeting  
Wednesday, 4 PM, June 10, 2026  
Sebastian Inlet District Office  
114 Sixth Avenue  
Indianapolis, FL, 32903**

**AGENDA**

- I. **Call to Order – Chairman Barney**
- II. **Approval of Minutes — Regular Commission Mtg. – May 13, 2026 (PP 3-6)**
- III. **Additions and deletions**
- IV. **Presentations**  
There are no presentations.
- V. **Information and Discussion Agenda**
  - A) **Executive Director’s Reports:**
    - 1. **Update on the 2025/26 Sand Trap Dredging and Beach Placement Project**
    - 2. **Update on the 2026 Jetty Structural Evaluation and Anticipated North Jetty Phase 2 and 3 Construction Schedule (PP 7-95)**
    - 3. **Discussion on Property Tax Reform Special Legislative Session**
- VI. **Consent Agenda**
  - A) **Authorized Work for Commission Review:**
    - 1. **No items.**
  - B) **Recommended for Approval:**
    - 1. **Agreement – Reef Arches, LLC., Sebastian Inlet District Coconut Point Shoreline Resilience Project Work Order No. 2526-015-RA (PP 96-252)**
    - 2. **Memorandum of Understanding between Ocean Research & Conservation Association, Inc. (ORCA) and Sebastian Inlet District (PP 253-259) for Coconut Point Shoreline Resilience Project**
    - 3. **Vessel Use Policy Resolution No. 06.10.26-01(PP 260-262)**
    - 4. **Sponsorship and Donations Policy Resolution No. 06.10.26-02 (PP 263-264)**
- VII. **Public Comment on Consent Agenda Items**
- VIII. **Board Vote on Consent Agenda**
- IX. **Unfinished Business**
  - A) **Sebastian Inlet District Administrative Policy Manual (PP 265-342)**

**X. New Business**

**XI. Public Outreach Activities (P 343)**

**XII. Park Matters — Ken Torres**

**XIII. Legal Counsel Update — Shawn L. Demers, Gray Robinson**

**XIV. Public Comment Period**

**XV. Commissioners Items**

**Chairman Barney**

**Vice Chair Frazier**

**Secretary/Treasurer Rowland**

**Commissioner Campbell**

**Commissioner Marshall**

**XVII. Adjournment**

**May 2026 Financial Statements (PP 344-353)**

**Sebastian Inlet District**  
Regular Commission Meeting  
Wednesday, 4:30 PM, May 13, 2026  
Sebastian Inlet State Park Fishing Museum  
9700 South Hwy A1A  
Vero Beach, FL 32963

Minutes

Present at the meeting were: Chairman David Barney, Commissioner Lisa Frazier (Vice Chair), and Commissioner Michael Rowland (Secretary/Treasurer). Commissioners TJ Marshall and John Campbell were absent (excused). Also, in attendance were: Executive Director James Gray, SID Public Outreach Associate Ed Garland, SID Contracts and Accounting Manager Stacy Busche, SID Legal Counsel Shawn Demers, Ken Torres (SISP), Quintin Bergman (IRC), Dakota Whelan (IRC), Clint Hodges (ATL), Kyle Horstman (ATL), Dr. Mike Jenkins (ATM-Geosyntec), Katie Crocker (ATK), and William “Tuck” Ferrell (public).

Under Agenda Item I

Call to Order – Chairman Barney called the meeting to order at 4 p.m.

Under Agenda Item II

The Commission discussed the minutes of the regular Commission meeting of April 8, 2026 and the minutes of the Administrative Policy Manual Workshop Meeting of April 22, 2026, and approved them without changes or corrections.

Under Agenda Item III

Additions and Deletions

There were no additions or deletions.

Under Agenda Item IV

Presentations

- A. Indian River County Beach Preservation Plan 2026 Update, Quintin Bergman, IRC  
Coastal Resources Manager

Mr. Bergman gave a PowerPoint presentation highlighting the most recent updates to the Indian River County Beach Preservation Plan, which he called the foundation for the county’s beach management program. This is the sixth update since the county established the plan in 1988. The plan addresses risk, such as shoreline encroachment and infrastructure exposure, as well as management strategies. The plan recommends considering structural relocation in the future, continuing its beach nourishment program, and continuing to collaborate with the District to meet bypassing objectives. Mr. Bergman fielded questions from Chairman Barney, Commissioner Rowland and Mr. Ferrell.

## Under Agenda Item V

### Information and Discussion Agenda

#### A. Executive Director's Reports

1. FDOT Sebastian Inlet Bridge Replacement Project construction open house – May 19, 2026, 5-7 PM

Mr. Gray said FDOT will hold a public workshop on May 19 at the Environmental Learning Center in Wabasso to share information on the upcoming Sebastian Inlet Bridge Replacement Project. Staff will attend the meeting.

2. Update on the 2025/26 Sand Trap Dredging and Beach Placement Project.

Mr. Gray said the contractor, ATL, completed the Sand Trap Dredging and Beach Placement Project on April 26, 2026. He showed surveys illustrating where dredging was completed, noting that ATL exceeded the contracted bypass amount of 253,000 cubic yards by 18,000 cubic yards. ATL placed approximately 37,500 cubic yards of sand in the Dredged Materials Management Area (DMMA), 179,000 cubic yards on the Sector 1 beach and 92,200 cubic yards on the Sector 2 beach, totaling approximately 271,000 cubic yards of bypass credits. The additional sand extended the District's bypass credit from 3.3 years to 3.6 years. The additional sand requires the Commission to vote on a change order (see Agenda Item VI, B, 1). Less than a half-acre of seagrass was impacted during dredging, and the District's project consultant, AtkinsRéalis is slated to submit a final report to FDEP by May 22, 2026. FDEP will provide a formal review of the impact report to determine whether mitigation is required. Commissioner Frazier and Chairman Barney discussed the cost of the \$8 million project, which increased over time from the original contracted amount but remained under the District's estimate of \$9 million. Mr. Gray, responding to Commissioner Frazier, said FDEP will review the estimated impact of the over-dredge findings and, once DEP's requirements are reconciled, the District will determine whether and how much of the project bond and retainage should be released.

## Under Agenda Item VI

### Consent Agenda

#### A. Authorized Work for Commission Review

No items.

#### B. Recommended for Approval:

1. Change Order No. 8 (Additional Dredge/Sand Placement) – Work Order No. 2425-006-ATL, ATL Diversified, Inc. 2025/2026 Sand Trap Dredging and Beach Placement Project

Mr. Gray said ATL dredged approximately 178,893 cubic yards of sand, or approximately 3.5 percent above the contracted amount, from the inlet sand trap and channel. Change Order No. 8 increase this contracted bid item by 5,893.39 cubic yards or \$26,520.26. All other contract documents, contracted bid items, corresponding unit and lump sum costs, and construction completion schedules, remain unchanged. The updated total contract amount will now be \$8,529,239.01.

**Recommended Action:** Staff recommends the Commission approve Change Order No. 8 and authorize the Executive Director to sign on behalf of the District.

2. Work Order No. 2526-014-GEO, Geosyntec Consultants, Inc. – Geophysical Surveys on Potential Offshore Sand Borrow Sources

Mr. Gray explained the process of investigating offshore sand sources and the potential long-term benefits for the district. The District has a USACE permit allowing for geophysical sampling of offshore shoals, Thomas and Little Thomas shoals, which may contain over 50 million cubic yards of beach quality sand if fully utilized. Dr. Jenkins responded to Commissioner Frazier’s concerns about the environmental impact of offshore sand extraction. He said that the biota living in the shoals are adaptable to environmental disruptions. Under the proposed work order, Geosyntec will provide engineering services necessary to conduct a sand source study. The total amount of the work order is \$105,560 and will be on Time and Materials Not to Exceed basis.

**Recommended Action:** Staff recommends the Commission approve Work Order No. 2526-014-GEO to the contract with Geosyntec Consultants, Inc. and authorize the Executive Director to sign on behalf of the District.

Under Agenda Item VII

Public Comment on Consent Agenda Items

There was no public comment.

Under Item VIII

Board Vote on Consent Agenda

Commissioner Frazier made a motion to approve the Consent Agenda. Commissioner Rowland seconded the motion. **The motion carried 3-0.**

Under Agenda Item IX

Public Outreach Activities

Mr. Garland gave an update on the District’s outreach activities. A livestream Facebook video of the jetty inspections reached more than 43,000 people. The District also provided comments for a Spectrum News video about the Sebastian Inlet Bridge project.

Under Agenda Item X

Park Matters – Ken Torres

Mr. Torres said state park parking spaces will be reduced by about half its capacity during FDOT’s replacement of the Sebastian Inlet Bridge, a five-year project. The state park will plan and implement park parking and gate operations during the bridge construction period, including blocking the north parking lot under the bridge starting around June 1 and managing vehicle entry to avoid closing the park.

Under Agenda Item XI

Legal Counsel Update

Mr. Demers said the Commissioners completed Mr. Gray’s annual evaluation and that his scores averaged out to a proposed 3.92 percent merit increase. Mr. Gray thanked the Board and requested an opportunity to extend merit increases to all staff recognizing collective staff efforts.

Commissioner Rowland made a motion to give Mr. Gray a 4.5 percent salary increase. **The motion died for lack of a second.** Commissioner Frazier made a motion to give Mr. Gray a 4 percent salary increase. Commissioner Rowland seconded the motion. **The motion carried 3-0.**

Under Agenda Item XII

Public Comment Period

There was no public comment.

Under Item XIII

Commissioner Items

Chairman Barney — Jupiter Inlet District Executive Director Joe Chaisson gave Chairman Barney a tour of Jupiter Inlet and the District's facilities.

Vice Chair Frazier— Nothing.

Secretary/Treasurer Rowland — Nothing.

Commissioner Campbell — Absent (Excused)

Commissioner Marshall — Absent (Excused)

Under Item XIV

Unfinished Business

No unfinished business.

Under Item XV

New Business

No new business.

Under Item XVI

Adjournment — Chairman Barney adjourned the meeting at 6:18 p.m.

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Secretary/Treasurer

Date

# Sebastian Inlet South Jetty

## Brevard and Indian River County, Florida

### Evaluation and Condition Assessment



Prepared for: Environmental Science Associates  
5404 Cypress Center Drive  
Suite 125  
Tampa, FL 33609



Sebastian Inlet District  
114 6<sup>th</sup> Ave  
Indialantic, FL 32903



June 4, 2026

Prepared by:



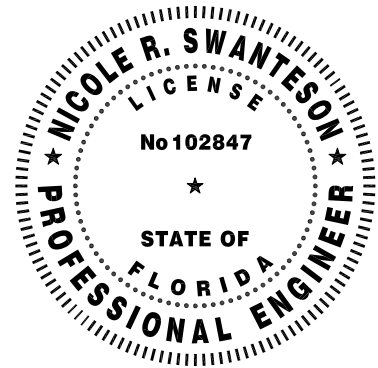
2035 Vista Parkway  
West Palm Beach, FL 33411  
561.687.2220  
WGI Project No 12034.00

Nicole Swanteson, PE  
Engineer  
FL PE No. 102847

Mateo Valencia  
Engineer Intern

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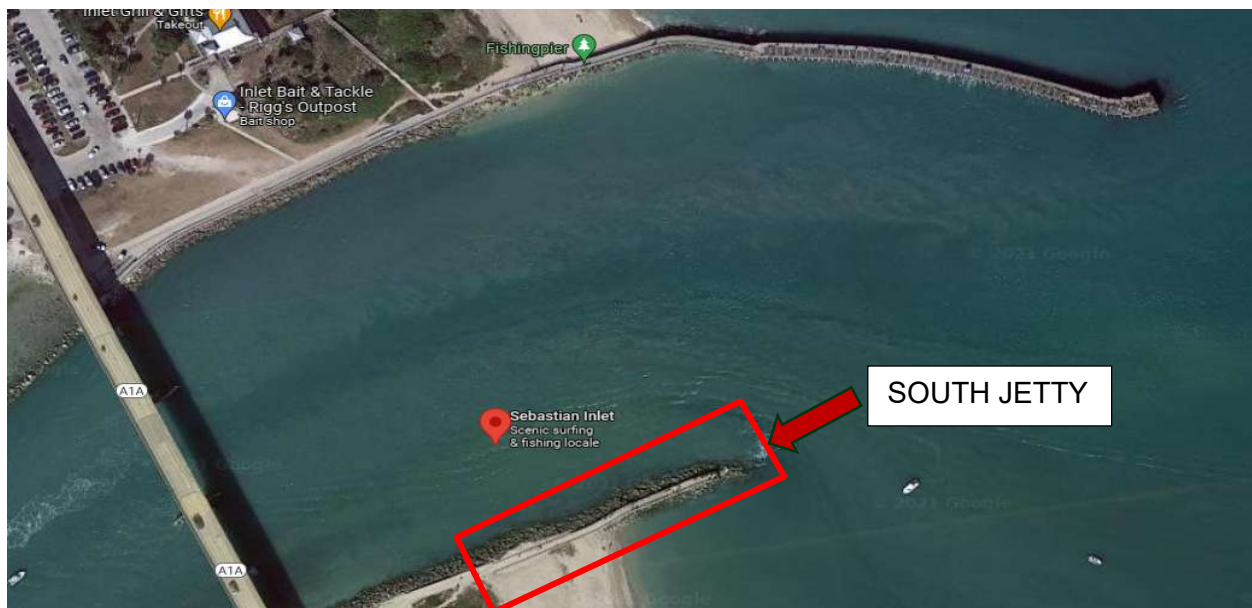
Nicole Swanteson, P.E. #102847  
Engineer

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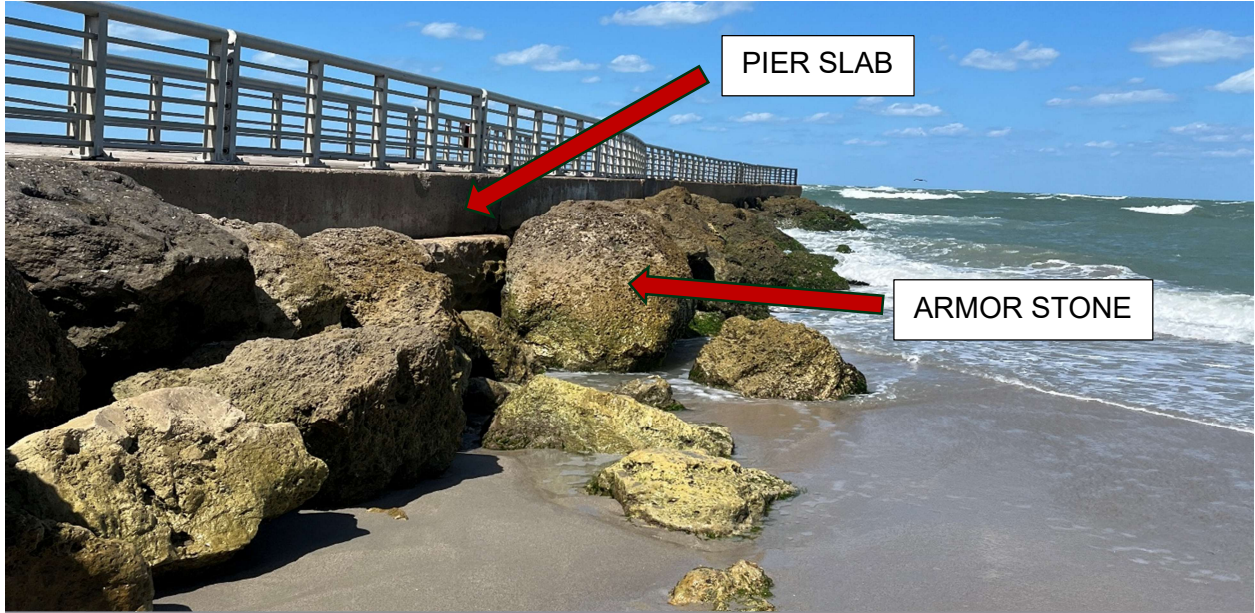
## Introduction

On April 21, 2026, WGI Inc. (WGI) performed a site visit at the Sebastian Inlet South Jetty, located at 9700 S A1A, Melbourne Beach, FL 32951. WGI was accompanied by Environmental Science Associates (ESA) and Sebastian Inlet District (SID) staff. The purpose of this site visit was to provide an evaluation and condition assessment of the walkway structure on the jetty. A previous assessment of the jetty structure was conducted in November 2021. At the time of this assessment, the south jetty was closed to the public due to undermining of the sidewalk.

At the date of the assessment, according to NOAA Station 8722004 (Sebastian Inlet), high tide occurred at approximately 11:37 AM EST with an elevation of 2.30 ft MLLW (-0.13 ft NAVD88), and low tide occurred at approximately 5:58 PM with an elevation of -0.31 ft MLLW (-2.74 ft NAVD88). The assessment of the south jetty structure began at approximately 3:30 PM EST and concluded at 4:15 PM EST. The conditions were mostly sunny and windy, with temperatures in the low 70s. During this time, the tide was receding with wave heights between 4.3 and 4.5 feet and winds between 19 and 20 miles per hour in the northwest direction.



Aerial View



Overall Photo

## Condition Observations

The south jetty consists of jetty armor stone topped with multiple layers of concrete which have been placed over the years and surface mounted guard railing. Overall, the south jetty is in poor condition. This condition assessment utilizes the following descriptive rating system:

**Good:** The structural components are in sound condition with no significant defects. Minor wear or cosmetic issues may exist but do not affect structural integrity or performance.

**Fair:** The structural components show moderate deterioration or defects that could affect long-term performance if not addressed. Strength and performance are generally not affected.

**Poor:** Indicates advanced or major deficiencies where the strength and/or performance are affected and repairs are required.

### Concrete Pier Slabs

Overall, the concrete pier slabs are in poor structural condition. The slabs were observed to typically have spalling at the corners of the construction joints, map cracking, and surface erosion due to the continuous exposure to saltwater spray. The pier slabs at the west end of the jetty have experienced a large amount of concrete spalling. In one instance, the spalling resulted in the railing baseplate being partially unsupported.



*Typical construction joint*



*Corner crack in slab at joint*



*Typical corner spall in slab at joint*



*Typical surface erosion*



*Spalling of concrete slab with exposed reinforcement—south face*



*Spalling on concrete pier slab – south face*

The erosion to the concrete surface has allowed pooling of water and an uneven walking surface. This in combination with the condition of the control joints can pose tripping hazards to those using the pier. In some cases, the gaps in between the control joints were three to six inches wide, which creates a tripping hazard. The pooling of water has also allowed for algae growth on the surface of the concrete slabs, creating a slippery and hazardous walking surface towards the east end of the jetty.



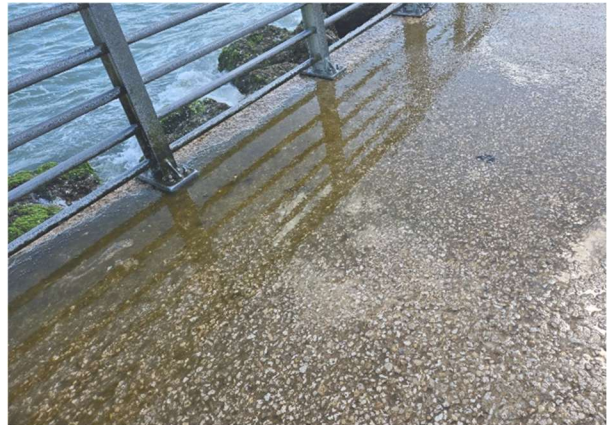
*Concrete surface erosion*



*Concrete surface erosion and spalling*



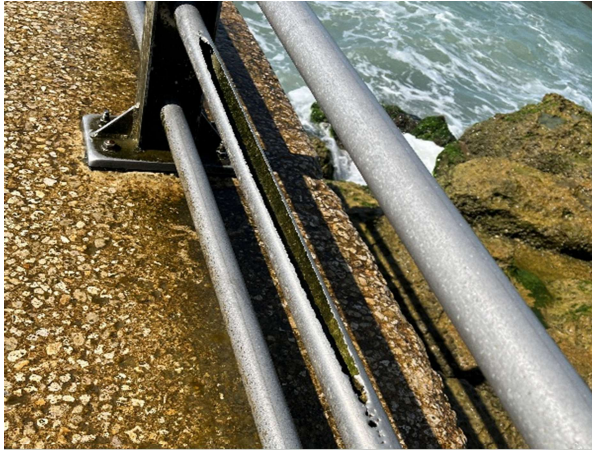
*Corner spall in slab at joint*



*Algae growth and pooling of water near east end*

## Railing

Aluminum pedestrian railing runs the length of the structure. Overall, the railing was in fair condition with a few members showing significant corrosion. An accumulation of sand at the base of the railing was observed at the west end of the jetty.



*Deterioration of railing member*



*Deterioration of railing member and pitting*



*Railing corrosion*



*Sand accumulation*

When aluminum is in direct contact with concrete, it reacts with the alkalis in concrete leading to corrosion. The jetty is designed to have neoprene bearing pads between the aluminum railing base plate and the concrete pile cap to prevent this reaction. The neoprene pads were observed to be deteriorated and are in need of replacement. Minor corrosion was also observed at some nuts and bolts on the railing base plates. Towards the west end of the jetty on both sides, two railing sections had intermediate posts spaced noticeably closer than the adjacent railing segments. The posts and their base plates were visibly elevated above the surface and had no anchor bolts or connection to the slab. One railing base plate was observed to be partially unsupported due to spalling on the concrete pier slab at the beginning of the jetty railing on the south side.



*Typical neoprene pad condition*



*Unsupported intermediate post base plate*



*Unsupported intermediate post base plate*



*Base plate partially unsupported near west end*



*Unsupported intermediate post base plate*



*Unsupported intermediate post base plate*

## Sidewalk

The sidewalk leading up to the south jetty was observed to be undermined due to sand erosion. This undermining extends multiple feet along the width of the sidewalk, compromising its stability. The sidewalk was not observed to have settled or lifted noticeably due to the sand erosion. The sand erosion has exposed a portion of what is assumed to be the old jetty, creating tripping hazards where the eroded area meets the concrete sidewalk and pier slabs.



*Void underneath sidewalk*



*Void underneath sidewalk*



*Void underneath sidewalk*



*Tripping hazard caused by sand erosion*



*Tripping hazard caused by sand erosion*

## Seawall

Along the north side of the sidewalk there is a seawall which extends approximately 150 feet. The seawall is located between the sidewalk and the adjacent armor stone to the north. The concrete cap terminates at the beginning of the jetty railing, where the sidewalk transitions to the main pier slab. The concrete cap of the seawall was observed to be deteriorated with large cracks and spalls. Just past the end of the concrete cap, exposed corroded steel consistent with the tops of sheet piles was observed.



*Deteriorated seawall concrete*



*Deteriorated seawall concrete*



*Exposed sheet pile wall with corroded steel*



*Exposed sheet pile wall with corroded steel*



*Exposed sheet pile wall with corroded steel*

## Conclusion and Recommendations

Overall, the south jetty walkway structure is in poor condition and should be replaced. Recommendations for repair and replacement are as follows:

- Selectively excavate around the portion of the old jetty concrete that has recently become exposed due to soil loss beneath the sidewalk to determine its extent.
- Remove and replace the top concrete pier slab. Inject flowable fill beneath the concrete slab to fill voids and remediate undermining.
- Temporarily remove and repair existing railing members where feasible after replacing corroded components. Reinstall railing with new neoprene pads and anchor bolts for attachment to the new slab.
- Remove and replace the undermined sidewalk; regrade and recast the sidewalk to restore uniform support.
- Extend the armor stone westward beyond the south railing to reduce future sidewalk undermining.
- Remove and replace the existing seawall.

Due to the coastal environment and ongoing erosion, routine inspections should be performed at intervals not exceeding 24 months to evaluate remaining service life and maintenance needs until full replacement can be completed. Following construction of the new jetty, inspections should continue at the same 24-month interval to monitor performance and identify any maintenance needs.

The following appendix, Appendix A, contains photos from the site visit.

WGI's professional services have been performed in accordance with the standard of skill and care generally exercised by other professional consultants acting under similar circumstances and conditions at the time the services were performed. WGI's findings, conclusions, and opinions are based on WGI's visual observations, professional experience, evaluation of reviewed documentation, and non-destructive soundings. WGI's visual observations include no specific knowledge of concealed construction or subsurface conditions at locations not visible. Comments pertaining to concealed construction or subsurface conditions are the professional opinion of WGI based on relevant experience, judgment, and current industry standard of practice. If you have any questions, do not hesitate to contact this office.

# APPENDIX A

## Photos

## Historical Photos



Original jetty sidewalk, 1970

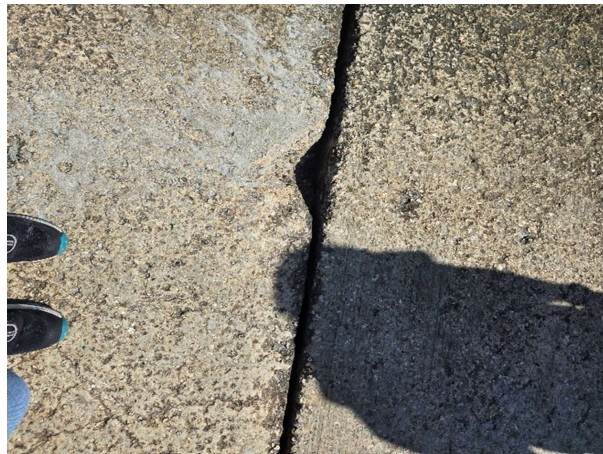


Original jetty seawall, 1968

## Concrete Pier Slabs



Spall in concrete pier slab



Spall in concrete pier slab



Concrete surface erosion



Corner crack in slab at joint



*Cracking on pier slab – south face*

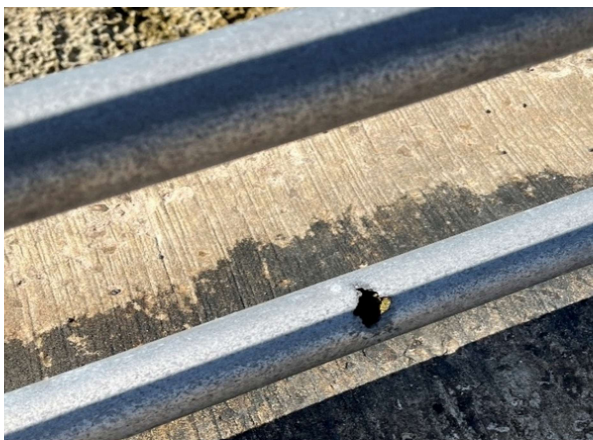


*Typical corner spall in slab at joint*

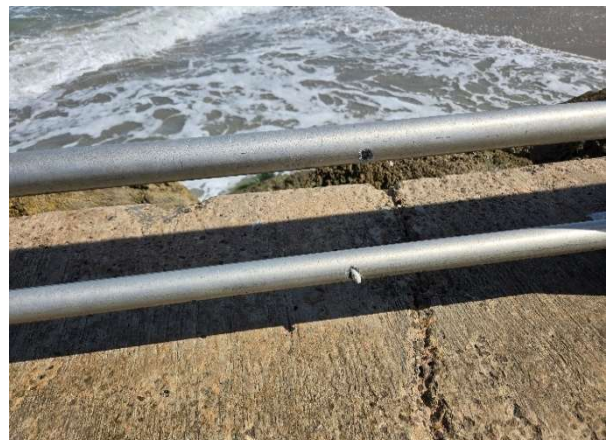


*Spalling on bottom of concrete slab and undermining of north face*

## Railing



*Deterioration of railing member*



*Deterioration of railing member*



*Corrosion of base plate*



*Deterioration of railing member*

# Sebastian Inlet North Jetty

## Brevard and Indian River County, Florida

### Evaluation and Condition Assessment



Prepared for: Environmental Science Associates  
5404 Cypress Center Drive  
Suite 125  
Tampa, FL 33609



Sebastian Inlet District  
114 6<sup>th</sup> Ave  
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June 4, 2026

Prepared by:



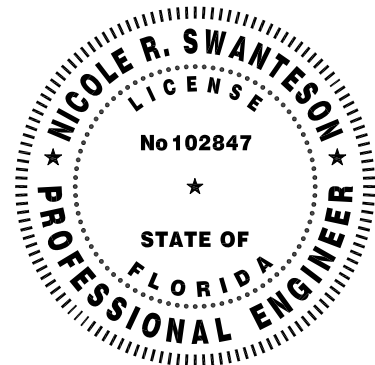
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Nicole Swanteson, PE  
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Mateo Valencia  
Engineer Intern

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Nicole Swanteson, P.E. #102847  
Engineer

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## Introduction

On April 21, 2026, WGI Inc. (WGI) performed a site visit at the Sebastian Inlet North Jetty, located at 9700 S A1A, Melbourne Beach, FL 32951. WGI was accompanied by Environmental Science Associates (ESA) and Sebastian Inlet District (SID) staff. The purpose of this site visit was to provide an evaluation and condition assessment of the structures built atop and above the jetty. Observations were made from the top of the structure and from the beach. A camera was inserted into the grates to collect observations; no grating panels were removed during assessment.

At the date of the assessment, according to NOAA Station 8722004 (Sebastian Inlet), high tide occurred at approximately 11:37 AM EST with an elevation of 2.30 ft MLLW (-0.13 ft NAVD88), and low tide occurred at approximately 5:58 PM with an elevation of -0.31 ft MLLW (-2.74 ft NAVD88). The assessment of the north jetty structure began at approximately 10:00 AM EST and concluded at around 3:30 PM EST. The conditions were mostly sunny and windy, with temperatures in the low 70s. During this time, wave heights were between 4.3 and 5.9 feet and winds between 19 and 24 miles per hour in the northwest direction. Stronger winds and waves were experienced as the assessment continued towards the eastern bays. The assessment of the interior bays began around 10:00 AM EST and concluded at around 1:30 PM EST, during this window the high tide occurred and winds were strongest. The remainder of the north jetty assessment, including the exterior of the bays and western end of the jetty, occurred from 1:30 pm to 3:30 pm EST, during which time the tide was receding though strong wave action and wind gusts continued.

The approximately 734-foot jetty fishing pier extends along the north side of the Sebastian Inlet and was constructed in 2002. It consists of a 249-foot long by 9-foot wide elevated precast sidewalk connecting to a 445-foot long by 21-foot 4-inch wide pier that terminates in a 40-foot long by 28-foot 4-inch wide section. The 445-foot pier and enlarged section are crib structures, in which piles and structural members form a crib that support and confine a stabilizing core of stone. The 445-foot portion of the north jetty was built atop the old jetty built in the 1960s. The abandoned pier below is considered to be non-structural and to not impact the condition of the jetty above; its condition was not documented during the field visit.

The pier is constructed primarily of concrete with some aluminum components. The aluminum components are generally in good condition. The concrete pier components exhibit environmental and age-related deterioration throughout the structure.

The crib structure is comprised of a 30-inch deep reinforced concrete pile cap on a row of 18-inch square prestressed concrete piles (plumb) on each side and one row of piles battered at a 1:6 slope on the south side. The wider pier end is comprised of a 30-inch deep reinforced concrete pile cap on two rows of 18-inch square prestressed concrete piles (plumb) on each side and one row of piles battered at a 1:6 slope on the south side. The pier deck is integral with the pile cap. There are 59 groups of open aluminum and steel grating panels, or bays, set in the concrete pile cap along the length of the structure. The pier was designed to have only aluminum grating in the bay openings but over the last five years, some steel grating has been installed towards the end on the east side. This material substitution is discussed in the Grating Section of the report. An aluminum pedestrian railing runs the length of the structure. Granite armor stones are located at the base of the piles, both inside and outside of the crib structure. See Appendix A for bay numbering.

## Condition Observations

This condition assessment utilizes the following descriptive rating system:

**Good:** The structural components are in sound condition with no significant defects. Minor wear or cosmetic issues may exist but do not affect structural integrity or performance.

**Fair:** The structural components show moderate deterioration or defects that could affect long-term performance if not addressed. Strength and performance are generally not affected.

**Poor:** Indicates advanced or major deficiencies where the strength and/or performance are affected and repairs are required.

### Concrete Piling

Observations were made from the beach and on top of the pier. The piles were observed to be in good condition with a few cases of minor spalling (section loss) and rust bleeding. Rust bleeding is caused by the corrosion of the reinforcing steel in the concrete. The rust bleeding was mainly observed at the top of the piles which may be indicative of deterioration of the pile caps above. The interior piles are part of the abandoned jetty and do not impact the structural performance of the jetty and are not addressed in this assessment.



*Batter piles*



*Rust bleed top of pile, south face of Bay 6*



*Rust bleeding on pile and pile cap, south face of Bay 6*



*Spall in pile, south face of Bay 5*



*Spall in pile, south face of Bay 6*



*Spall in pile, south face of Bay 38*



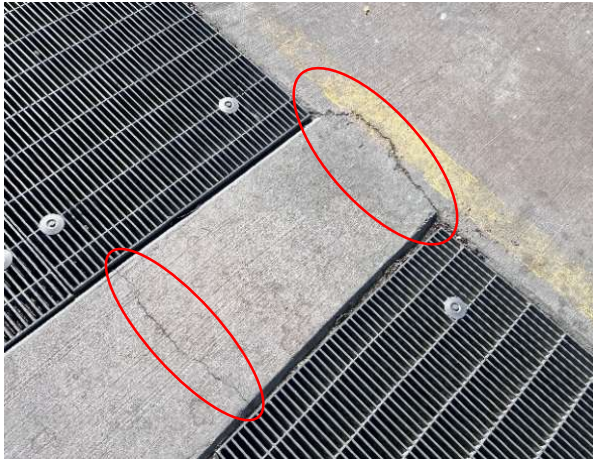
*Spall in pile, south face of Bay 56*



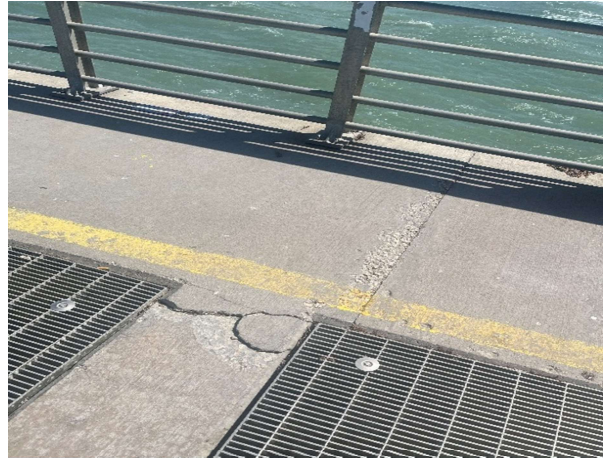
*Spall in pile, north face of Bay 59*

## Concrete Pile Caps

Overall, the pile caps with the integral deck were in fair condition. At most locations, the top of the deck had hairline cracks radiating from the grating openings. At several locations there were more notable cracks and spalls at the corners of the grating openings. Just east of the gate, before Bay 1, transverse and longitudinal cracks were observed leading up to the control joint where the main pier begins.



*Typical cracks between bay openings*



*Spall at top of pile cap, Bay 21 and 22*



*Cracks east of the gate*



*Spall at top of pile cap, Bay 33*



*Spall at top of pile cap, Bay 30*

Inside the bay openings, the pile caps exhibit horizontal cracks with rust bleeding. Additionally, some delamination was observed at these locations. Delamination is a mode of failure where concrete fractures and creates an unbonded layer, reducing the strength of the concrete member. This is often caused by the corrosion of the reinforcing steel, resulting in concrete section loss. As mentioned previously the jetty is built atop the old jetty. The old jetty is not considered structural, and the new jetty was designed so that the old one could deteriorate and fall away if necessary. The following photo shows the typical cracks and rust bleeding on the pile cap beneath the grating. The red line separates the new main jetty from the old, abandoned jetty.



*Typical cracks and rust bleeding bay openings*

On the exterior face of the pile caps large cracks and spalls were observed. Photos of deficiencies observed in the pile caps can be found below and in Appendix B. The horizontal cracks are indicative of early-stage spalling of the bottom of the pile cap.



*Cracking and delamination south face, Bay 2-4*



*Spalling south face, Bay 30-31*



*Cracking and heavy spalling south face, Bay 57*



*Cracking extreme southeast face*

At Bays 18 and 37 there are expansion joints. Expansion joints are gaps between concrete in the closure pours that are filled with expansion material to relieve stress caused by movement of the pier. The expansion joint material was observed to be cracked and deteriorated at these locations.



*Deteriorated expansion joint material, Bay 18*

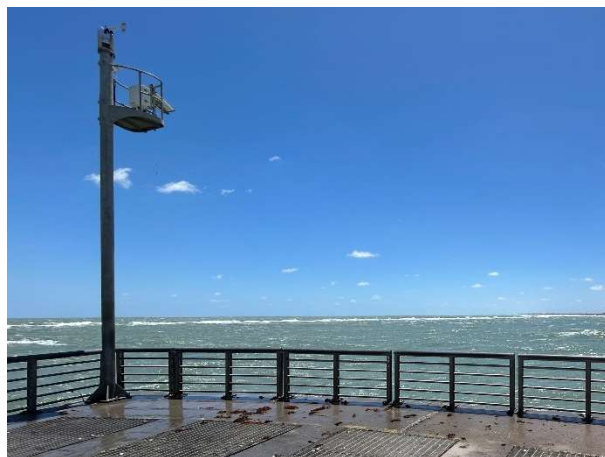


*Deteriorated expansion joint material, Bay 18*



*Deteriorated expansion joint material, Bay 37*

At the far east end of the jetty, a pole-mounted NOAA weather monitoring station (Station SIPP1) is anchored to the top surface of the concrete cap. Based on visual observations, the base plate and anchor connections appear to be in good condition.



*Weather monitoring station*



*Weather monitoring station base connection*

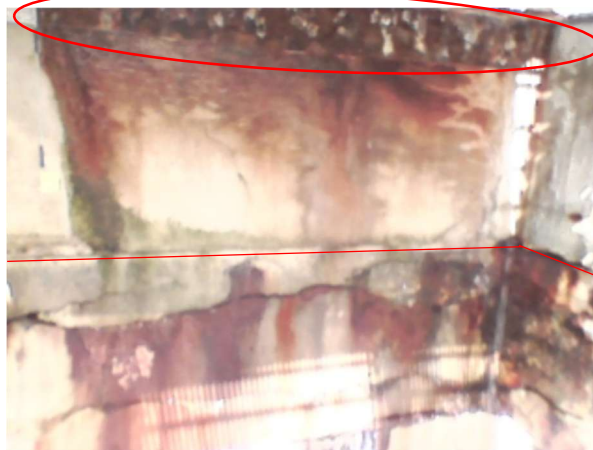
## Grating

Overall, the grating panels were in good condition. The original pier design intent was to have aluminum grating and support angles throughout. Aluminum is lightweight, so panels made from this material act as pressure relief panels for the impact caused by large waves which occur at the end of the jetty. Aluminum panels can “blow” out during a storm wave impact, allowing waves to pass through the interior of the jetty and thereby dissipate energy that would otherwise increase stress on the jetty. The grating panels are sacrificial compared to the primary concrete structure; as such, it is preferable for these panels to be damaged or lost during a storm and subsequently replaced, rather than transferring the full wave forces to the concrete, resulting in repairs that would be significantly more complex, time-consuming, and costly. Additionally, aluminum provides superior corrosion resistance relative to steel, improving the expected service life of the grating in marine conditions. Steel is roughly three times heavier than aluminum; therefore, steel

grating is not expected to function as intended, as it is less likely to dislodge and more likely to transfer wave impact forces to the concrete structure. Having dissimilar metals in contact, such as the replacement steel grating in contact with adjacent aluminum grating or supported bay aluminum angles, can result in accelerated metal deterioration. Around the perimeter of the pile cap bay openings, there is a 2 ½ inch recess in the concrete as well as continuous aluminum support angles bolted to the pile cap for the grating to bear on. At Bays 6, 10, and 16 sections of angles for the grating, which were missing during the 2021 inspection and subsequently replaced, were observed to be severely corroded.



*Corroded grating support angle, Bay 6*

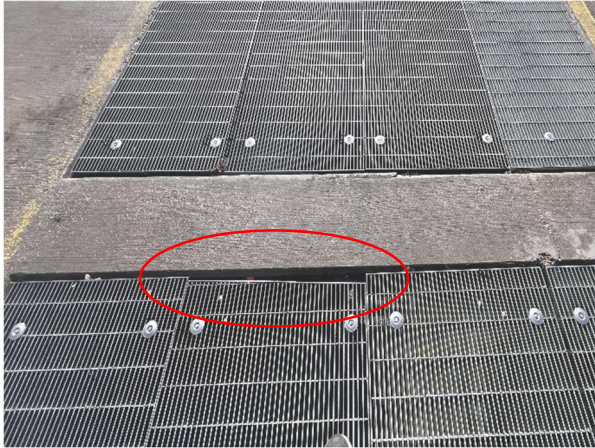


*Corroded grating support angle, Bay 10*



*Corroded grating support angle, Bay 16*

Towards the end of the jetty, some of the grating panels have been replaced with steel and were observed to be experiencing surface corrosion. The grating towards the east end is especially prone to moisture from the waves, so it is even more important for these to be made of aluminum. When aluminum is exposed to oxygen, it forms a layer of aluminum oxide that prevents corrosion by protecting the metal against moisture. The variation in the types of grating used and the way the grating panels were rearranged also created gaps at the surface of the pier.



*Gap created by grating*



*Typical corrosion of steel grating*

## Railing

Aluminum pedestrian railing runs the length of the structure. Overall, the railing was in good condition with some minor corrosion, pitting, and bending. There were a few locations of more significant corrosion on the base plates, fasteners, and welds.



Railing corrosion



Corrosion of railing base plate & anchor bolts, Bay 37



Bent guardrail, Bay 52 North



Bent guardrail, Bay 37 South



Bolt nut missing on guardrail plate, Bay 37



Bent guardrail, Bay 54 South

When aluminum is in direct contact with concrete, it reacts with the alkalis in concrete leading to corrosion. The jetty is designed to have neoprene bearing pads between the aluminum railing base plate and the concrete pile cap to prevent this reaction. The neoprene pads were observed to be deteriorated and in need of replacement. The jetty is also designed to provide isolation between stainless steel fasteners and aluminum components to prevent dissimilar metal corrosion. Given the observed corrosion on some nuts and the deteriorated condition of the base plate neoprene, and given that the base plates will need to be removed to replace the bearing pads, it is recommended that the fastener isolation (e.g., neoprene or plastic washers) also be replaced. On the base plate near Bay 37, a nut was found to be missing.



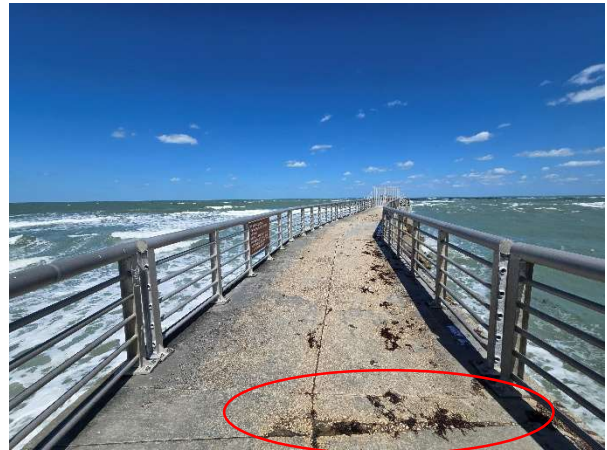
Typical neoprene pad condition

## Sidewalk

The precast sidewalk elevated above the water was overall in fair condition. The precast slabs making up the sidewalk were observed to have a topping slab. The sidewalk is supported by a series of walls and is open below the slabs. These “windows” allow for flushing of the channel. Concrete erosion, loss of fines, exposed aggregate, and surface abrasion was observed over the majority of the sidewalk due to continuous exposure to the saltwater spray. A few minor cracks and areas of spalling were observed near the control joints but no major structural deficiencies were noted.



Typical elevated sidewalk surface abrasion



Cracking at control joints

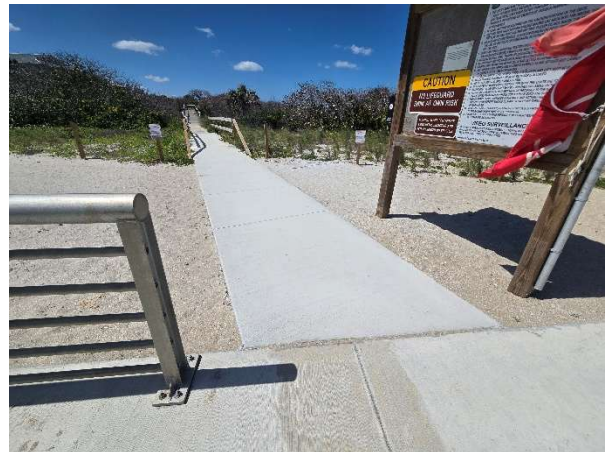


*Exposed aggregate at control joints*

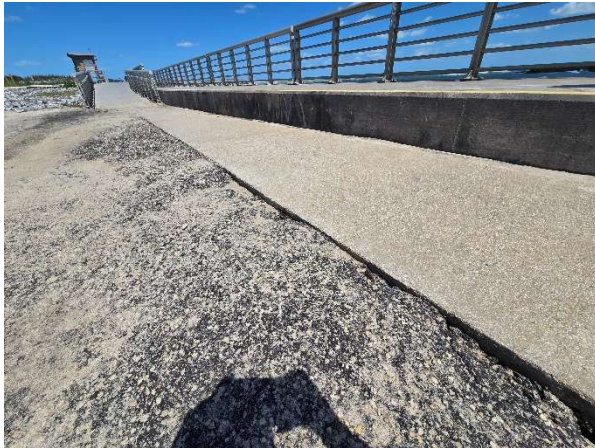
The sidewalk continues past the beach and runs adjacent to an asphalt road. The elevated sidewalk transitions onto the seawall and sidewalk/pile cap constructed during Phase 1 and then to the built-up sidewalk that runs along the asphalt road. The sidewalk/pile cap constructed in Phase 1 was observed to be in good condition. No voids were noted at the Phase 1 section of the jetty replacement constructed in 2024-2025. Adjacent to the built-up sidewalk, which is supported in part by the old sidewalk below and on grade for the remainder, an asphalt walkway with voids is present. These voids could be indicative of soil loss beneath the sidewalk that could compromise the stability of the sidewalk. Voids were noted during the October 2019 report.



*Existing sidewalk condition from Phase 1*



*Existing sidewalk condition from Phase 1*



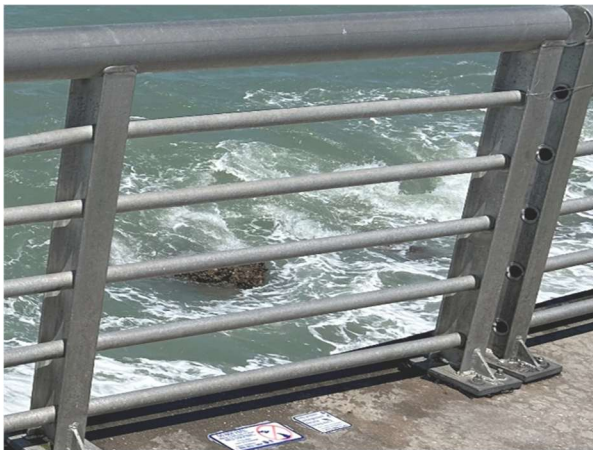
*Asphalt voids along sidewalk*



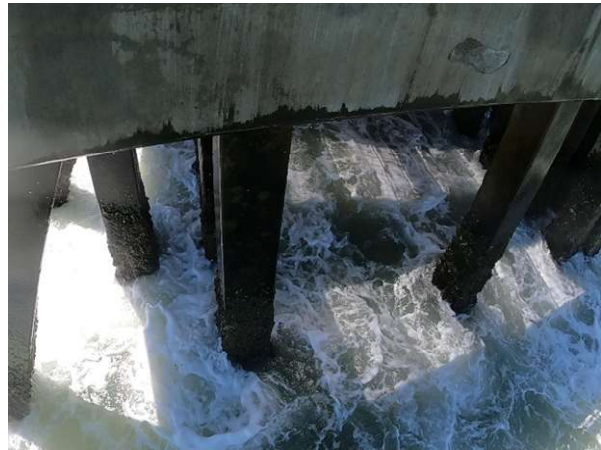
*Asphalt void along sidewalk*

### Armor Stone

The north jetty fishing pier contains granite armor stone inside and outside the crib. The armor stone is meant to reduce the breaking force of the waves against the structure and provide scour protection to the piles. During the site visit the armor stone was observed to be less prominent inside and outside of the crib than what is shown on the design drawings, especially towards the very end of the pier. As the tide was receding towards low tide, more stone would be expected to be visible than was observed, suggesting the stone has eroded or been displaced.



*Armor stone visible outside the crib during receding tide*



*Armor stone at east end of pier during receding tide*



*Armor stone inside the crib near low tide*



*Armor stone inside the crib near low tide*

### Erosion at Pier Transition

Beneath the elevated/precast sidewalk, the underlying old jetty is supported by armor stone and worm rock (a naturally cemented shell rock). At the section where the precast sidewalk transitions into the main pier, below the entrance gate, there is a large void beneath the old jetty cap. The worm rock and erosion protection in this area has washed away. The supports for the elevated sidewalk dowel into the old jetty cap. If the old cap were to collapse at the void location, that would compromise the structural integrity of the current sidewalk and transition slab.



*Void below sidewalk to pier transition*



*Void below sidewalk to pier transition*

## Conclusion and Recommendations

Overall, the north jetty walkway structure is in fair condition. The repair work included in the Phase 2 & 3 drawings was based on the 2021 inspection recommendations, which remain aligned with the current observations and are as follows:

- Clean and epoxy inject cracks greater than 1/8" wide in concrete.
- Repair concrete spalls and delaminated hollow areas.
- Replace expansion joint material and seal at Bays 18 and 37.
- Replace neoprene pads, bolts, and washers on the pedestrian rail post base plates.
- Replenish armor stone inside and outside the crib structure.
- Demo and replace sidewalk to pier transition zone and add armor stone below to fill void.
- Install new piles and pile caps outside the existing elevated sidewalk to support the sidewalk, shifting the load path to the piles to eliminate the instability caused by the old jetty.

Additional recommendations noted during this site visit that were not included on the Phase 2 & 3 permit drawings are as follows:

- Replace the corroded grating support angles on Bay 6, 10, and 16 with aluminum angles.
- Replace any steel grating panels with aluminum.
- Install missing bolt nut on guardrail baseplate at Bay 37.

Routine inspections should be performed at an interval not to exceed 24 months to evaluate remaining service life and maintenance needs. The use of a camera probe for inspection through the grating significantly reduced the time, physical effort, and safety risks associated with removing grates for access. While the camera provided sufficient visibility for general observations, image quality limitations restricted the ability to capture detailed information in certain areas. The use of a camera also limited the assessment to recording only visible signs of deterioration. Initial concrete delamination that has not progressed to visible rust bleeding or spalling could not be identified without sounding the concrete, which would require removal of the grates. Despite these limitations, this method proved effective as an initial screening tool. With improvements in camera resolution and image clarity, this approach has strong potential to serve as a standard first-pass inspection technique. Grate removal would then only be required in cases where the camera identifies potential deficiencies that warrant further, more detailed investigation.

Permit drawings have been submitted for Phase 2 & 3 work, which focus on the concrete repairs and the widening and stabilization of the elevated walkway and transition zone to the pier.

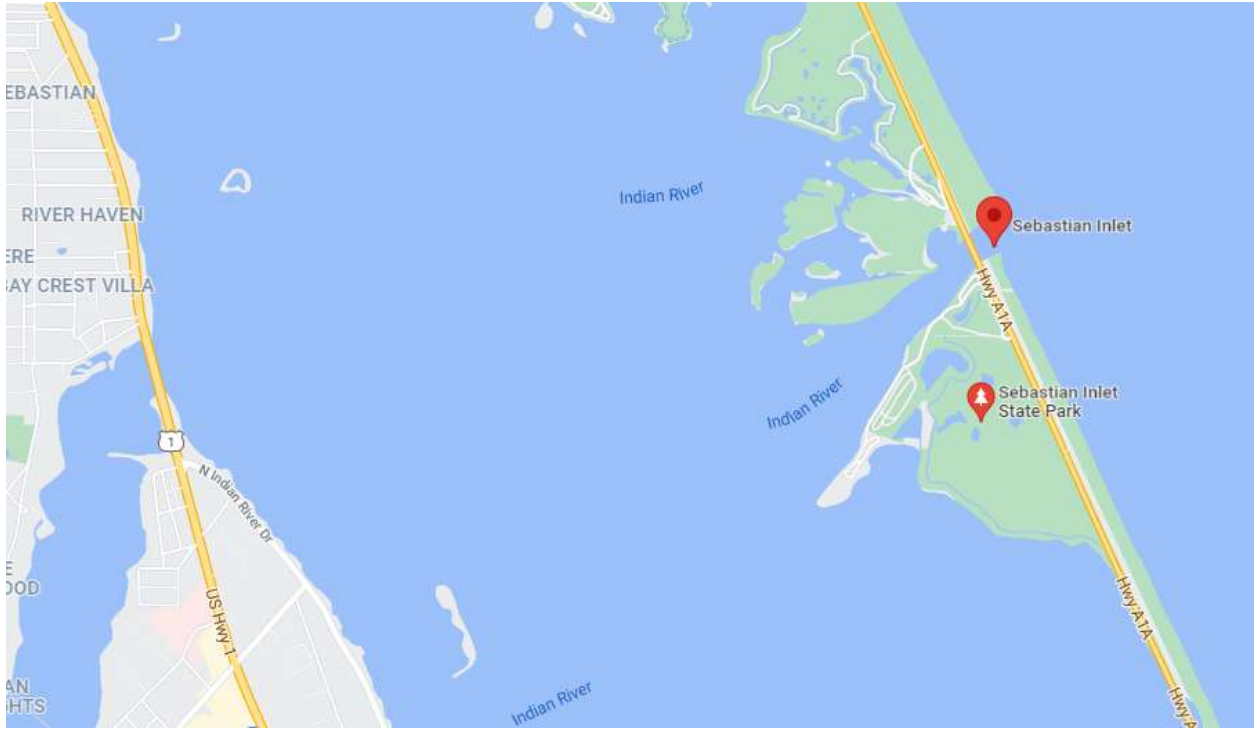
The following appendices are enclosed with the report. Appendix A contains exhibits showing the components and sections of the pier. Appendix B contains photos from the site visit.

WGI's professional services have been performed in accordance with the standard of skill and care generally exercised by other professional consultants acting under similar circumstances and conditions at the time the services were performed. WGI's findings, conclusions, and opinions are based on WGI's visual observations, professional experience, evaluation of reviewed documentation, and non-destructive soundings. WGI's visual observations include no specific knowledge of concealed construction or subsurface conditions at locations not visible. Comments pertaining to concealed construction or subsurface conditions are the professional opinion of WGI based on relevant experience, judgement, and current industry standard of practice.

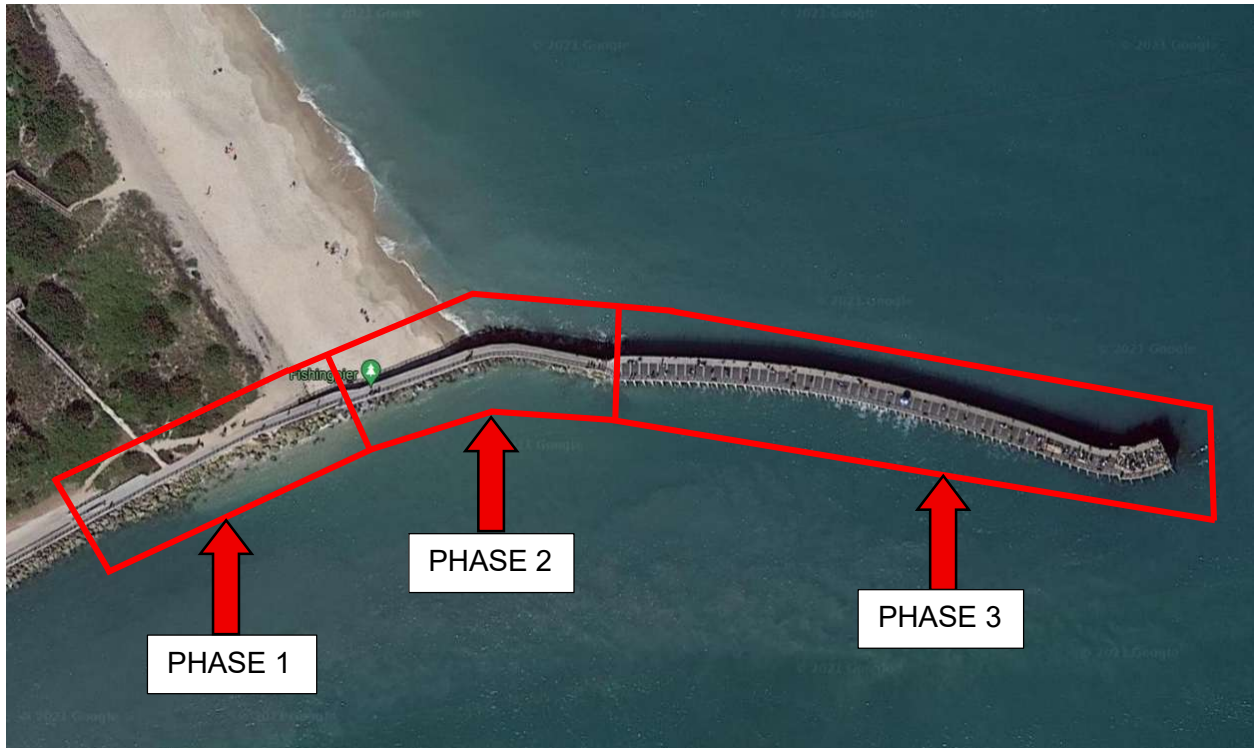
If you have any questions, do not hesitate to contact this office.

# APPENDIX A

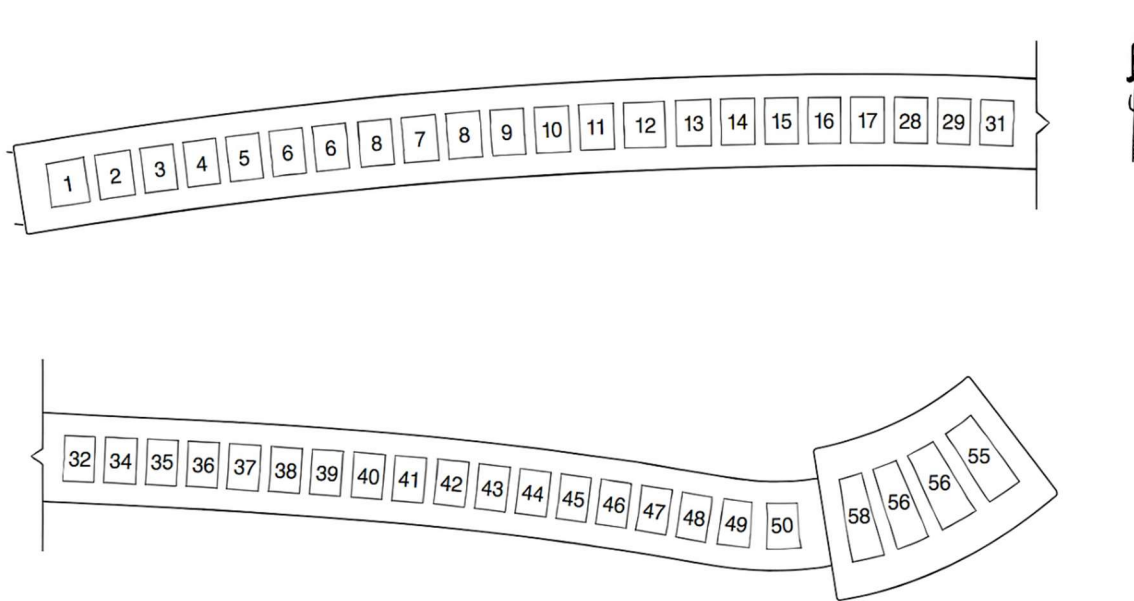
## Exhibits



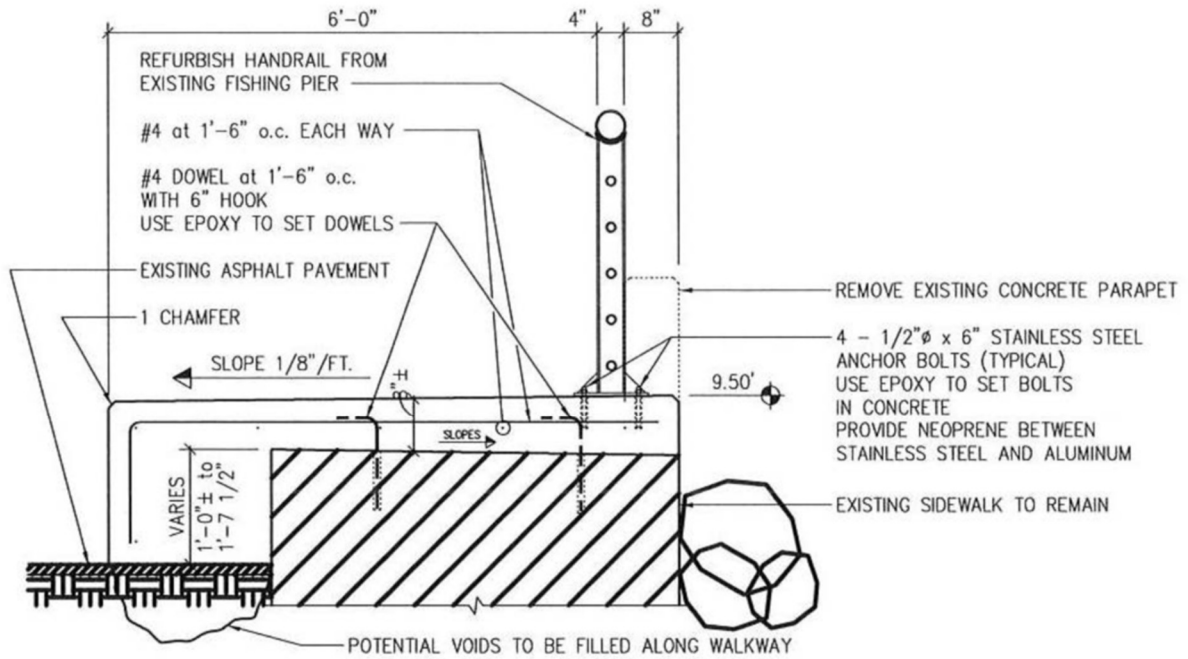
Location Map



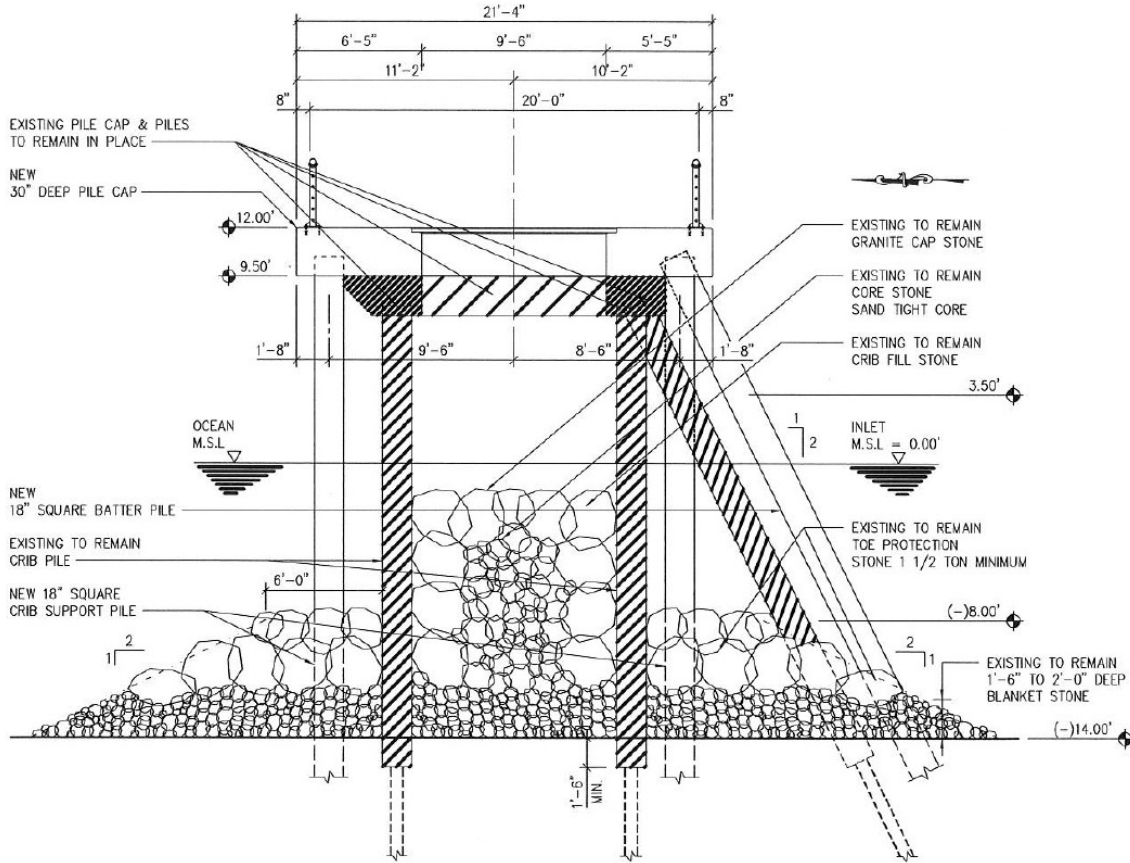
Aerial View



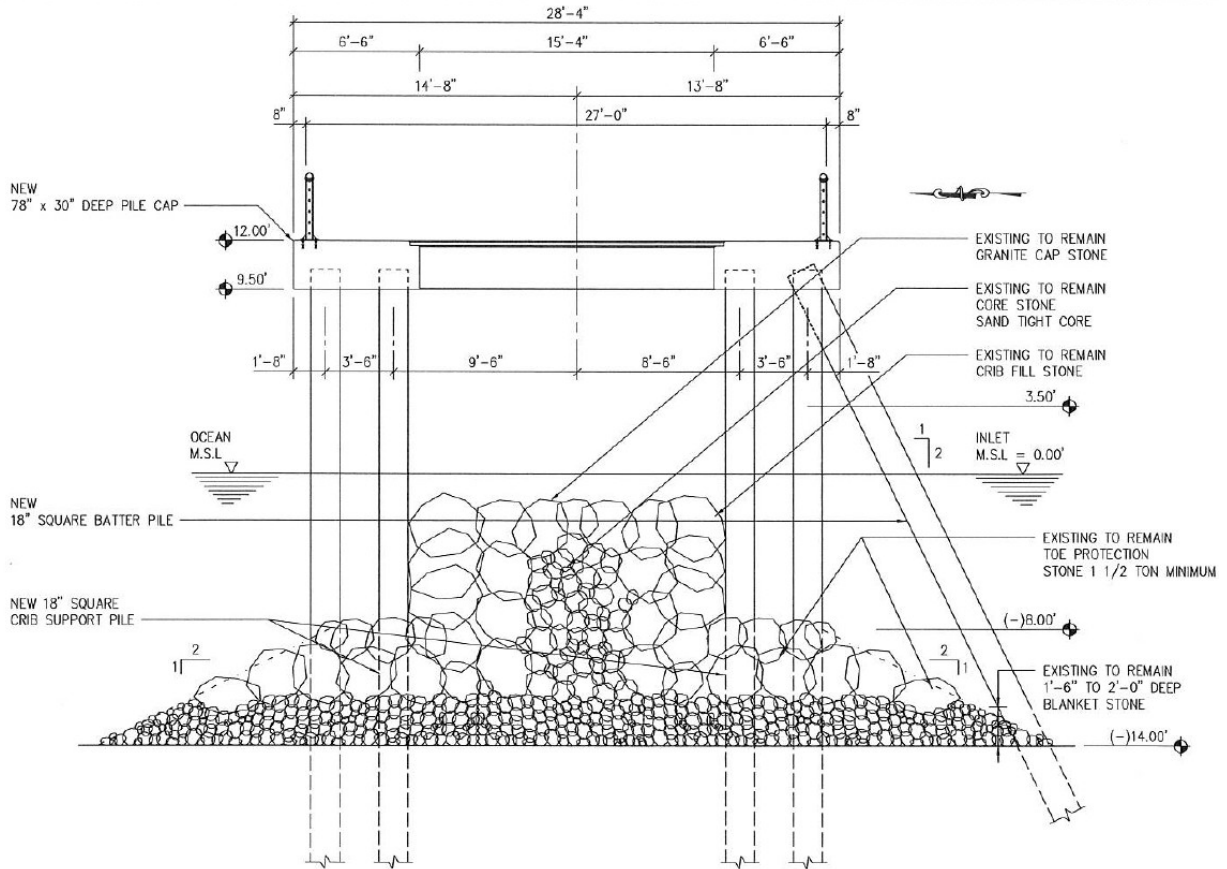
Jetty Plan View



Typical Sidewalk Cross Section

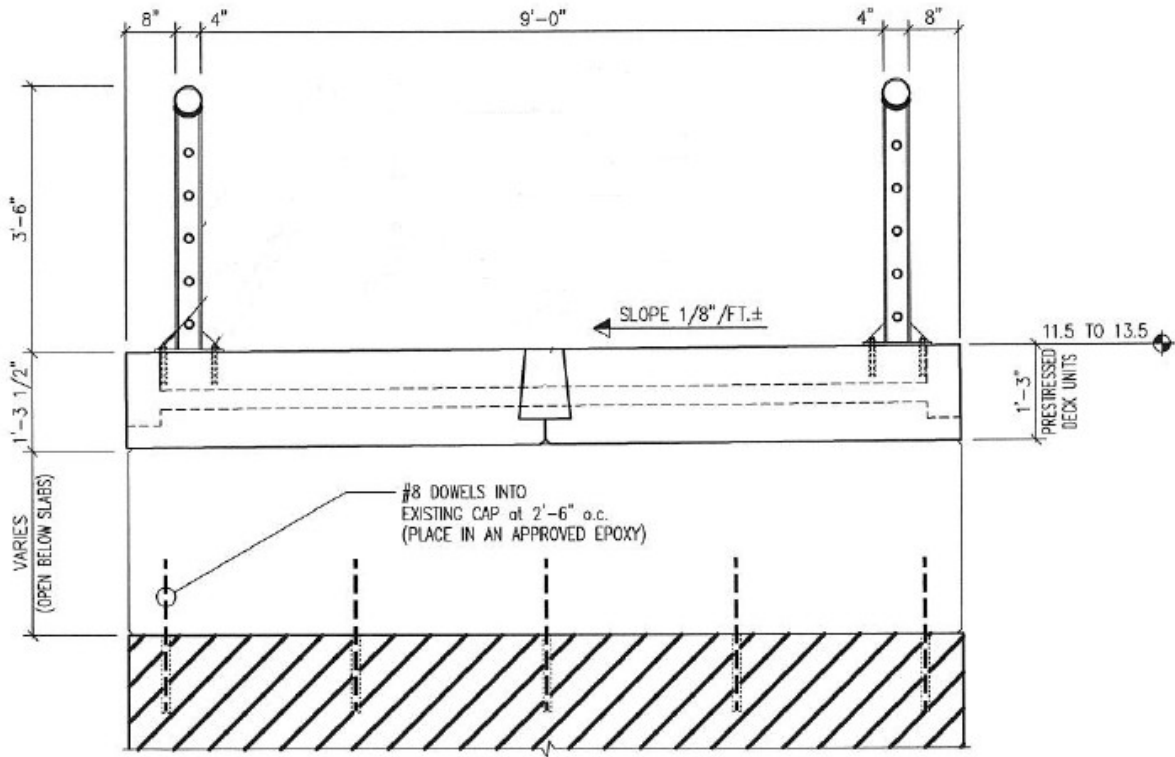


Typical North Jetty Cross Section  
Bays 1-55

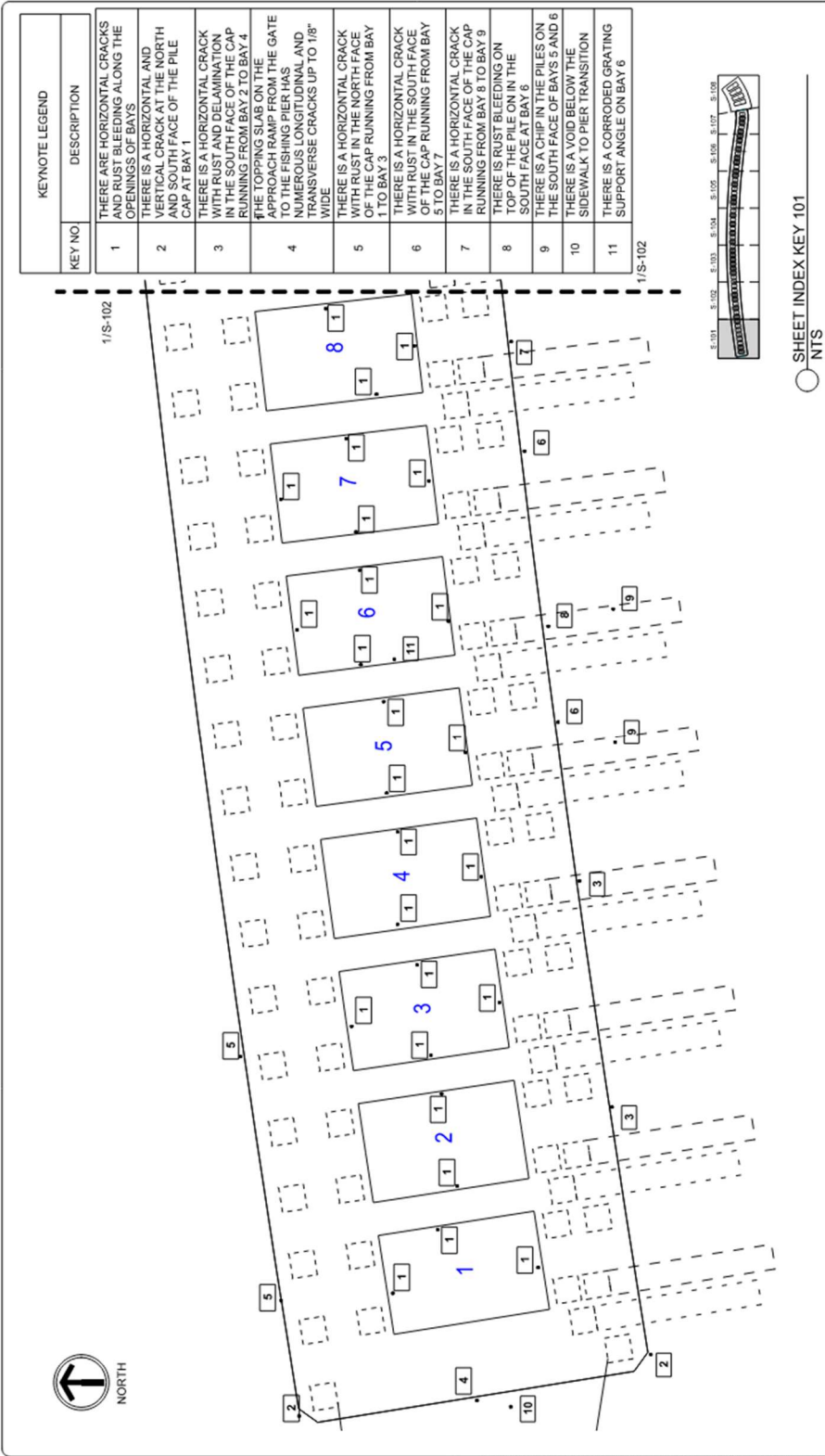


Typical North Jetty Cross Section

Bays 56-59



Typical North Jetty Elevated Precast Sidewalk



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 Naples, Florida 34110  
 Phone No. 561.687.2221  
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 Registry No. 33574

WGI Inc. www.wgi.com

SEBASTIAN INLET JETTY PIER INSPECTION

100 S HWY 1A  
 SEBASTIAN BEACH, FL 32951

PROJECT NO. S-101  
 SHEET NO. 101-101

DATE: 05/11/05  
 DRAWN BY: AS/2005-085

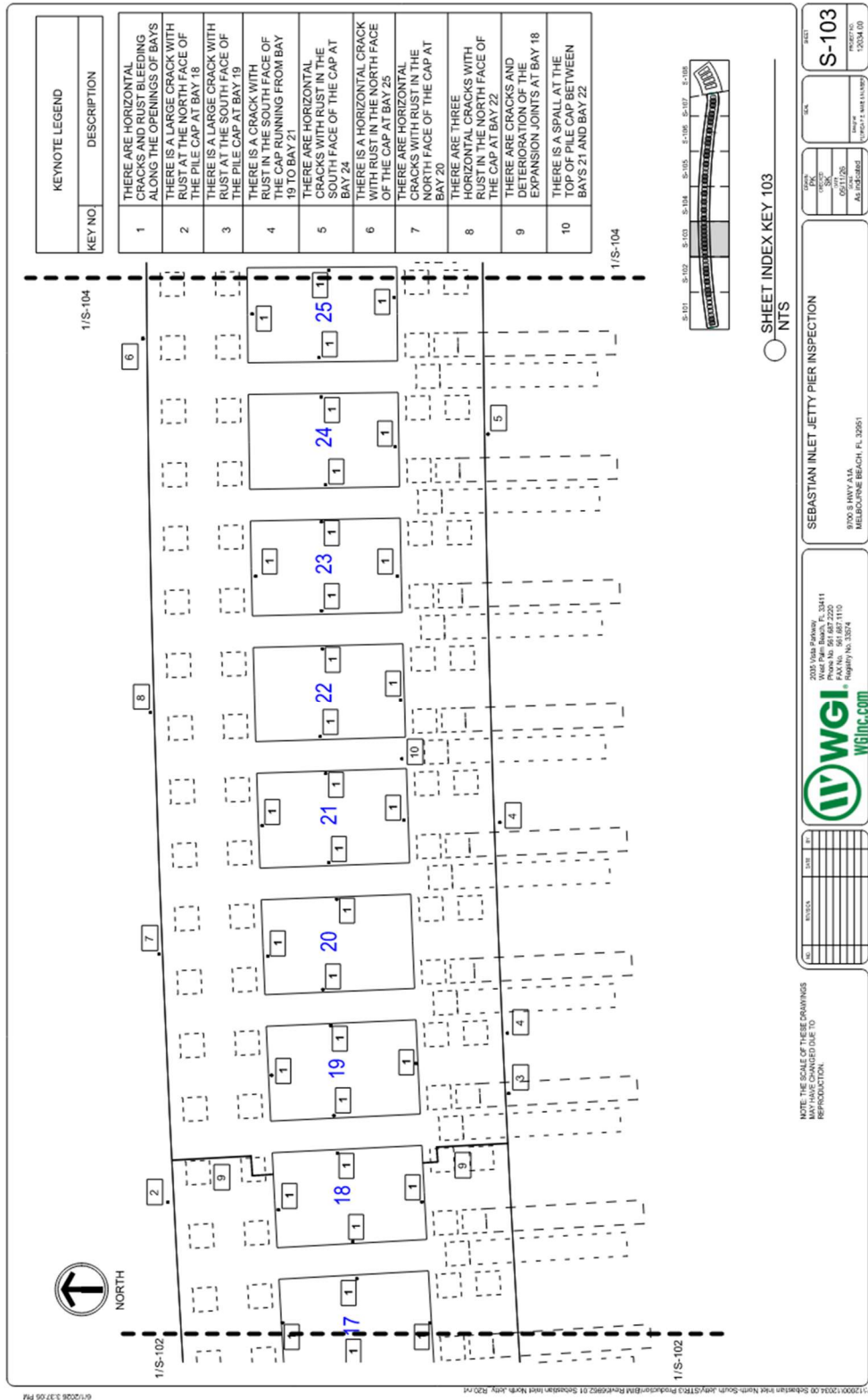
1/8" = 1'-0"

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1/8" = 1'-0"

○ SHEET INDEX KEY 101  
 NTS





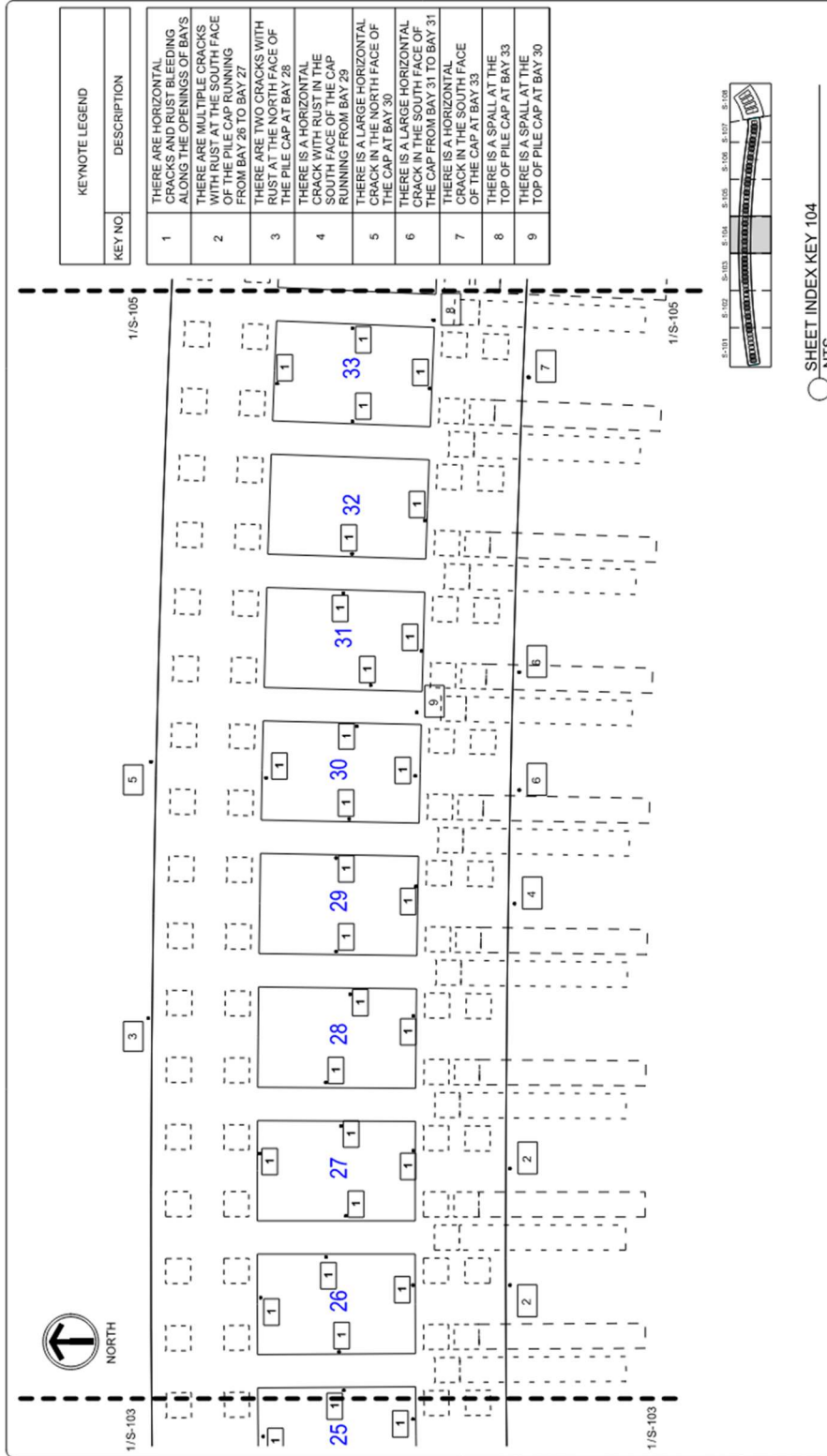
2025 Year Review  
33411  
Phone No. 561.682.2220  
Fax No. 561.682.1110  
Registry No. 33254

WGI Inc.  
wgiinc.com

SEBASTIAN INLET JETTY PIER INSPECTION  
8700 S HWY 1A  
MELBOURNE BEACH, FL 32951

DATE	11/14/2024
BY	AS PER PERMITS
PROJECT NO.	13034.00
SHEET NO.	S-103

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PROJECT	12034.00
<b>S-104</b>	

SEBASTIAN INLET JETTY PIER INSPECTION  
 8200 S HWY 1A1S  
 MELBOURNE BEACH, FL 32951

2025 Year Renewal 33411  
 Phone No. 813 682 7220  
 FAX No. 813 682 7110  
 E-mail: info@wgi.com  
 Website: www.wgi.com

NO.	REVISION	DATE

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 REPRODUCTION.



NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

DATE	BY

2015 VISA PERMITS  
West Palm Beach, FL 33411  
PHONE: 561.827.1100  
FAX: 561.827.1100  
REGISTRY NO. 33274

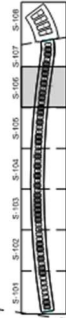
SEBASTIAN INLET JETTY PIER INSPECTION  
3700 S HWY 1A  
MELBOURNE BEACH, FL 32951

SHEET INDEX KEY 105  
NTS

PROJECT NO.	15004 00
SHEET NO.	S-105
DATE	
BY	
CHECKED	



KEYNOTE LEGEND	
KEY NO.	DESCRIPTION
1	THERE ARE HORIZONTAL CRACKS AND RUST BLEEDING ALONG THE OPENINGS OF BAYS
2	THERE ARE TWO LARGE CRACKS WITH RUST AT THE SOUTH FACE OF THE PILE CAP AT BAY 43
3	THERE ARE MULTIPLE CRACKS WITH RUST AT THE NORTH FACE OF THE PILE CAP AT BAY 46
4	THERE ARE MULTIPLE HORIZONTAL CRACKS WITH RUST IN THE SOUTH FACE OF THE CAP AT BAY 46
5	THERE IS A HORIZONTAL CRACK IN THE SOUTH FACE OF THE CAP AT BAY 47
6	THERE ARE TWO HORIZONTAL CRACK IN THE SOUTH FACE OF THE CAP AT BAY 49



○ SHEET INDEX KEY 106  
NTS

DATE	BY	SCALE	SHEET
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PROJECT			12004.00

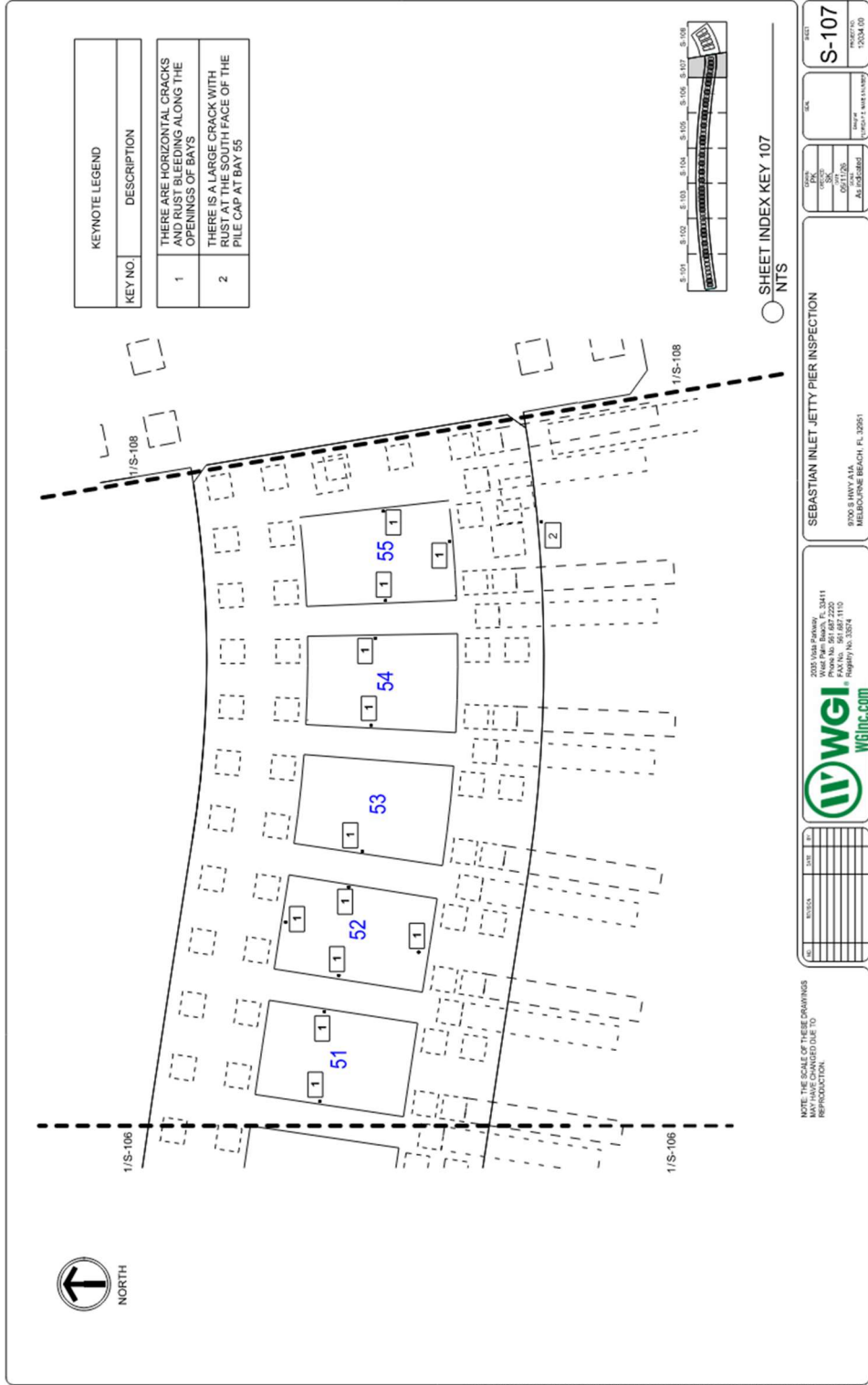
SEBASTIAN INLET JETTY PIER INSPECTION  
8700 S HWY 44A  
MELBOURNE BEACH, FL 32951

2000 Tolar Parkway, 33441  
Phone No. 561 687 2200  
Fax No. 561 687 1110  
Registry No. 33824

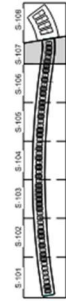


REV	REVISION	DATE	BY

NOTE: THE SCALE OF THESE DRAWINGS  
MAY VARY AND IS SUBJECT TO  
REPRODUCTION.



KEYNOTE LEGEND	
KEY NO.	DESCRIPTION
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2	THERE IS A LARGE CRACK WITH RUST AT THE SOUTH FACE OF THE PILE CAP AT BAY 55



○ SHEET INDEX KEY 107  
NTS

SHEET  
**S-107**  
PROJECT NO.  
15004 ED

DATE	BY
06/17/20	AS
06/17/20	AS
06/17/20	AS
06/17/20	AS

SEBASTIAN INLET JETTY PIER INSPECTION  
9200 S HWY 1A1A  
MELBOURNE BEACH, FL 32951

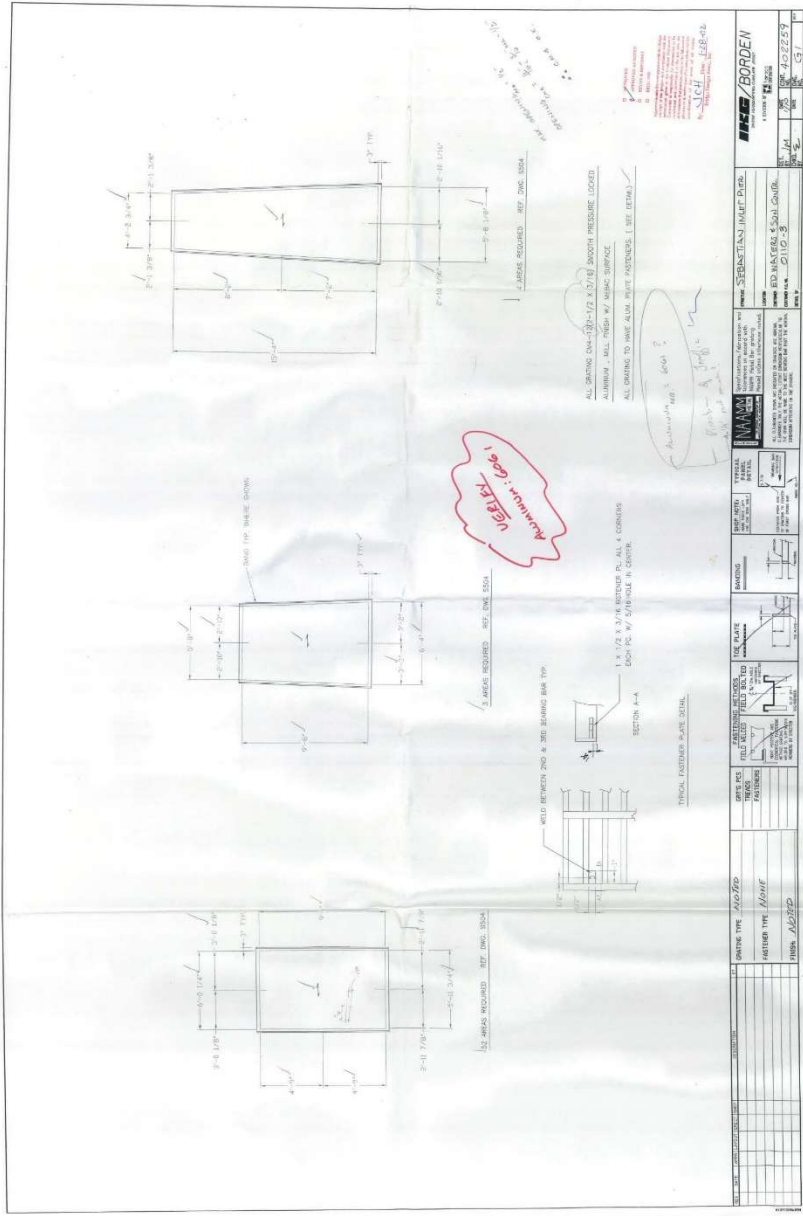
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2020 VASE PARKWAY  
WEST PALM BEACH, FL 33411  
PHONE: 561.887.1110  
FAX: 561.887.1110  
REGISTRY NO. 33574

**WGI**  
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DATE	06/02/01
PK	
NO.	
REV.	06/29/21
BY	WGI
CHK	WGI
DATE	06/29/21
SCALE	AS SHOWN
PROJECT	422759

**S-109**

SEBASTIAN INLET JETTY PIER INSPECTION

STONEMAN & SONS  
MELBOURNE BEACH, FL 32951

303E VAN DER BEEK  
PO BOX 50187 32223  
PH 352 581 1110  
OFFICE 352 581 1111

WGI Inc. wgi.com

NO.	REV.	DATE	BY

NOTE: THE SCALE OF THESE DRAWINGS  
MAY HAVE CHANGED DUE TO  
REVISIONS.

P:\00000002\01 Sebastian Inlet North Jetty\Structs\Structs\Drawings\01 Sebastian Inlet North Jetty.rvt 14/05/2021 8:31:24 PM

# APPENDIX B

## Photos

## Photos

As mentioned in the report, the old jetty is not considered structural. In some locations, the red line separates the new main jetty from the old, abandoned jetty.



*Bay 1 – North face*



*Bay 1 – South face*



*Bay 1 – Looking East*



*Bay 1 – Looking East*



*Bay 1 – Looking North*



*Bay 1 – Looking South*



*Bay 2 - Looking East*



*Bay 2 – Looking West*



*Bay 2 – Looking West*



*Bay 3 – Looking South*



*Bay 3 – Looking West*



Bay 3 – Looking West



Bay 3 – Looking North



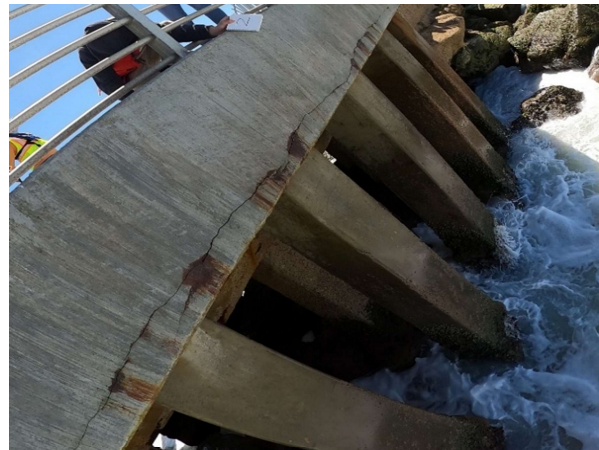
Bay 4 - Looking East



Bay 4 - Looking South



Bay 2-4 – South face



Bay 1-3 – North face



*Bay 5 - Looking East*



*Bay 5 - Looking South*



*Bay 5 - Looking East*



*Bay 6 – Looking South*



*Bay 6 – Looking East*



Bay 6 – South face



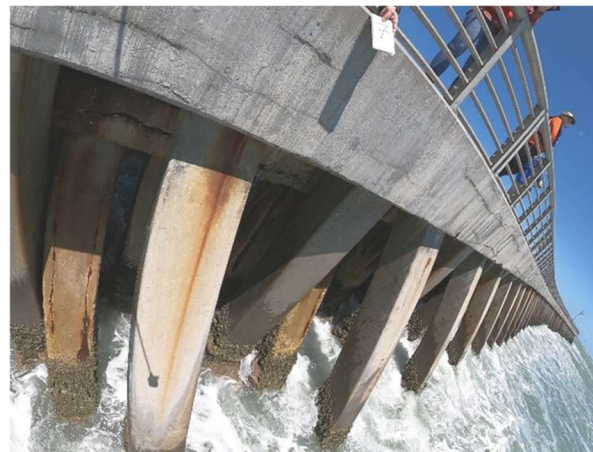
Bay 6 – Looking north



Bay 7 - Looking West



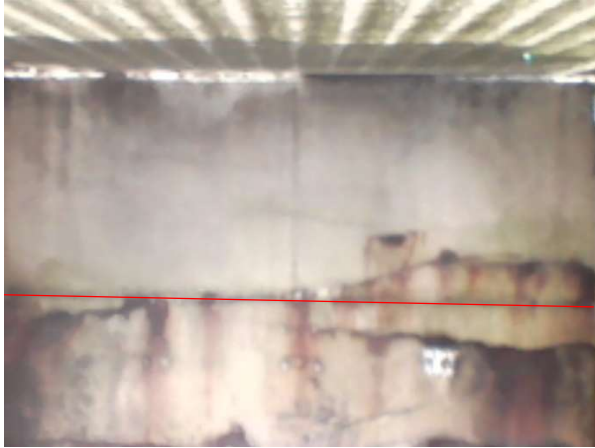
Bay 7 - Looking East



Bay 7 – South face



Bay 7 - Looking North



Bay 7 – Looking South



Bay 8 – South face



Bay 8 – Looking south



Bay 8 – Looking east



Bay 9 – North face



Bay 9 – South face



Bay 9 – Looking west



Bay 9 – Looking north



Bay 9 – Looking east



Bay 9 – Looking west



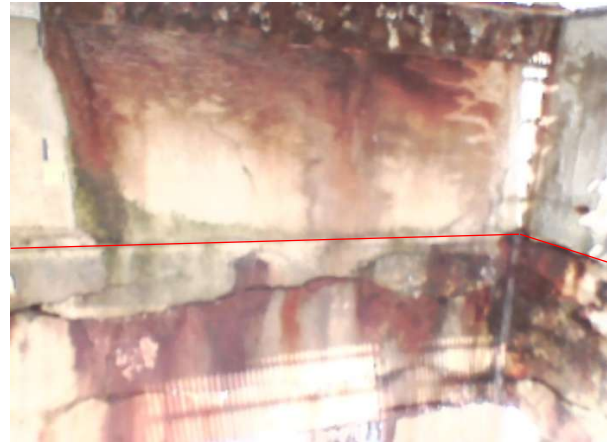
Bay 10 – Looking north



Bay 10 – Looking south



Bay 10 – Looking east



Bay 10 – Looking west



Bay 11 – Looking south



Bay 11 – Looking west



Bay 12 – Looking north



Bay 12 – Looking east



Bay 12 – Looking west



Bay 12 – Looking west



Bay 12 - Looking south



Bay 12 – South Face



Bay 13 – North face



Bay 13 – Looking south



Bay 13 – Looking north



Bay 13 – Looking east



Bay 13 – Looking west



Bay 13 – Looking west



Bay 14 – North face



Bay 14 – Looking south



Bay 14 – Looking north



Bay 14 – Looking east



Bay 14 – Looking east



Bay 15 – Looking South



Bay 16 – Looking South



Bay 16 – North face



Bay 16 – Looking north



Bay 17 - Looking north



Bay 17 - Looking south



Bay 17 - Looking east



Bay 17 - Looking east



Bay 17 - Looking west



Bay 17 - Looking west



Bay 18 - Looking west



Bay 18 - North face



Bay 18 - Looking north



Bay 18 - Looking south



Bay 18 - Looking east



Bay 19 - Looking south



Bay 19 – South Face



Bay 19-20 – North face



Bay 19 - Looking north



Bay 19 - Looking east



Bay 19 - Looking east



Bay 19 - Looking west



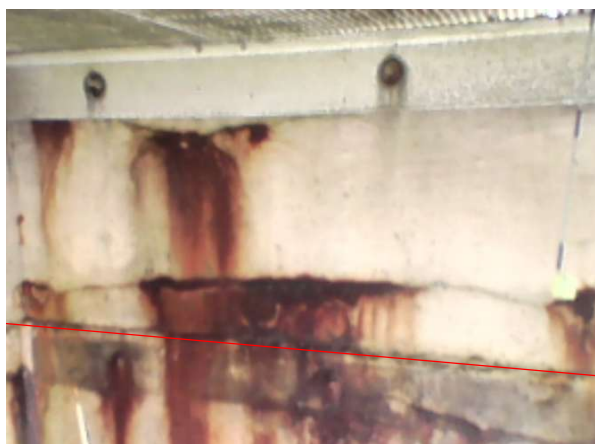
Bay 19 - Looking west



Bay 20 - Looking east



Bay 20 – North face



Bay 20 - Looking west



Bay 20 – Looking west



Bay 20 - Looking north



Bay 21 – South face



Bay 21 – Looking north



Bay 21 – Looking north



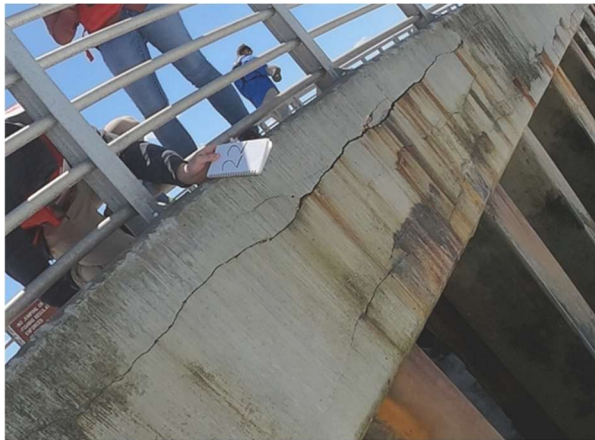
Bay 21 – Looking east



Bay 21 – Looking east



Bay 21 – Looking west



Bay 22 – North face



Bay 22 – Looking east



Bay 22 – Looking south



Bay 23 – Looking east



Bay 23 – Looking north



Bay 23 – Looking south



Bay 24 – South Face



Bay 24 – Looking West



Bay 25 - Looking southeast



Bay 25 – North face



Bay 25 – Looking north



Bay 25 – Looking south



Bay 26 – South face



Bay 26 – Looking South



Bay 26 – Looking east



Bay 26 – Looking north



Bay 27 - Looking South



Bay 27 – Looking North



Bay 27 – Looking East



Bay 27 – Looking West



Bay 27 – Looking west



Bay 27 – South Face



Bay 28 – North face



Bay 28 – Looking south



Bay 29 – Looking South



Bay 29 – South Face



*Bay 30 – Looking West*



*Bay 30 – Looking East*



*Bay 30 – North face*



*Bay 31 - Looking South*



*Bay 31 – South face*



*Bay 32 - Looking South*



*Bay 33 – Looking South*



*Bay 33 – Looking West*



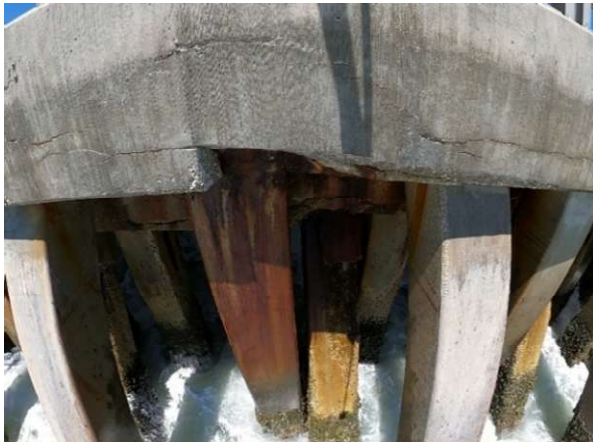
*Bay 33 – South face*



*Bay 34 – Looking South*



*Bay 34 – Looking North*



*Bay 35 – South Face*



*Bay 35 – Looking North*



*Bay 36 – Looking East*



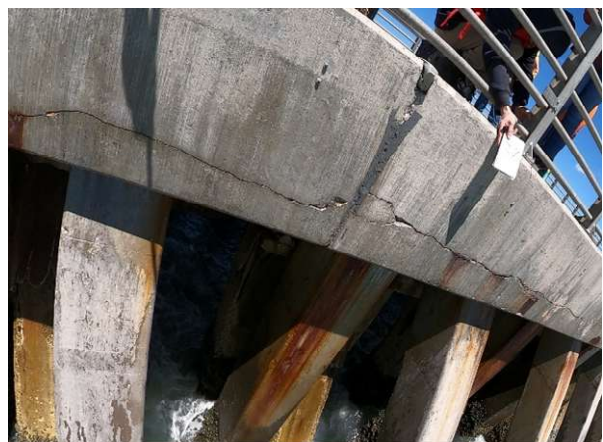
*Bay 36 – Looking South*



*Bay 36 – Looking East*



*Bay 37 - Looking Southwest*



*Bay 37 – South Face*



*Bay 38 - Looking North*



*Bay 38 – Looking South*



*Bay 38 – South face*



*Bay 39 – Looking East*



*Bay 39 – Looking South*



*Bay 40 - Looking South*



*Bay 40 – Looking North*



*Bay 40 – South face*



*Bay 41 – Looking South*



*Bay 42 – Looking south*



*Bay 43 - Looking Northeast*



*Bay 43 – South face*



*Bay 44 - Looking South*



*Bay 44 – Looking East*



*Bay 44 - Looking West*



Bay 45 - Looking East



Bay 45 - Looking North



Bay 46 – North face



Bay 46 – South face



Bay 47 – South face



Bay 48 - Looking West



Bay 48 - Looking South



Bay 48 - Looking West



Bay 49 - Looking South



Bay 49 - South face



*Bay 51 - Looking West*



*Bay 53 - Looking West*



*Bay 54 - Looking East*



*Bay 55 - Looking East*



*Bay 55 - Looking Southeast*



*Bay 55 - South face*



*Bay 56 - Looking East*



*Bay 56 - Looking East*



*Bay 56 - Looking West*



*Bay 57 - Looking West*



*Bay 57 - Looking East*



*Bay 57 - Looking East*



*Bay 57 - Looking East*



Bay 57- South face



Bay 58- Looking West



Bay 58- Looking West



Bay 58- Looking East



Bay 58- Looking East



*Bay 58- Looking East*



*Bay 58- Looking North*



*Bay 59- Looking West*



*Bay 59- Looking West*



*Bay 59- Looking West*



*Bay 59 - Extreme southeast face*



June 4, 2026

James Gray,  
Sebastian Inlet District  
114 Sixth Avenue  
Indialantic, FL 32903

jgray@sitd.us

Re: **Sebastian Inlet North Jetty Phase 1 One-Year Warranty Assessment**

Dear James,

On April 21, 2026, WGI, Inc. (WGI) conducted a site visit to perform a walkthrough and assess the condition of the Phase 1 improvements at the Sebastian Inlet North Jetty. Construction for this phase was completed in June 2025; therefore, this visit served as the one-year warranty assessment.

Phase 1 included the installation of a seawall and a concrete sidewalk/pile cap. Based on WGI's observations, no structural deficiencies were identified in the completed work. Minor cracking was observed on the sidewalk; however, these cracks are surficial in nature and do not pose a structural concern.

Sincerely,  
**WGI, Inc.**


A handwritten signature in blue ink, appearing to read 'Jeffrey Bergmann', is written over a horizontal line.

Jeffrey Bergmann, PE  
Director, Specialty Structures

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

---

**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Agreement – Reef Arches, LLC.  
Sebastian Inlet District Coconut Point Shoreline Resilience Project  
Work Order No. 2526-015 – RA**

**DATE:** May 29, 2026

---

### **BACKGROUND**

On May 11, 2022, the Board approved Work Order No. 2122-020-ESA, Environmental Science Associates, to assist the District with the design and permitting of a living shoreline project along Coconut Point within the Sebastian Inlet State Park (SISP). The total work order amount was \$99,685.

On November 10, 2022, Hurricane Nicole caused significant erosion to the Coconut Point shoreline, prompting the SISP to construct an emergency shoreline stabilization project in February 2023. However, the living shoreline component of the project, as originally intended, was not constructed. Since the SISP emergency project abated the immediate shoreline erosion concerns, staff paused the work order with ESA and explored funding opportunities from the Resilient Florida Program to assist in the funding of the living shoreline component of the project.

In January 2024, The Sebastian Inlet District (District) in coordination with the Sebastian Inlet State Park (SISP) and in partnership with Reef Arches, LLC (Reef Arches) and MANG, submitted a grant application to the Florida Department of Environmental (FDEP) Resilient Florida Program for funding to install (15) Reef Arches and (45) 7-gallon red mangroves along approximately 90 linear feet of shoreline adjacent to Coconut Point (Figure 1) within SISP.



Figure 1: Coconut Point Location Map

On January 8, 2025, the District executed Grant No. 25SRP04 with FDEP, committing up to \$190,004 at a 50% state and 50% local cost share. The total local share under the grant is \$95,022 with a maximum state reimbursement of \$95,022.

The District has successfully designed and received U.S. Army Corps of Engineers Permit No. SAJ-2025-03216 and St. Johns River Water Management District Permit No. 40538-11 authorizing construction of the project.

**DESCRIPTION AND CONDITIONS**

Pursuant to the District Charter, all purchasing and bidding shall be in accordance with the procedures used by the Brevard County Board of Commissioners. Consistent with the Brevard County Procurement Manual (Section 7.D – Purchases Not Requiring Bids), the services provided by Reef Arches, LLC. are exempt from the competitive purchase requirements as they hold a patent (US Patent No. 12,102,067 B1, Oct. 1,2024) on the Reef Arch artificial reef structures.

The purpose of this agenda item is to approve an Agreement with Reef Arches, as the sole source provider, for the installation of (15) Reef Arch artificial reef structures and (45) 7-gallon red mangroves along approximately 90 linear feet of shoreline adjacent to Coconut Point. MANG is under subcontract with Reef Arches and will be responsible for the installation, monitoring, and reporting of the mangrove plantings.

As identified in the grant application, the \$95,002 local share match (in kind) is divided among the District, Reef Arches, and MANG in Table 1 and shall be the responsibility of each party.

<b>Responsible Party</b>	<b>Grant Task 1 Design and Permitting</b>	<b>Grant Task 2 Construction</b>	<b>Total</b>
<b>District</b>	<b>\$2,500</b>	<b>\$5,418</b>	<b>\$7,918</b>
<b>Reef Arches</b>	-	<b>\$81,309</b>	<b>\$81,309</b>
<b>MANG</b>	-	<b>\$5,775</b>	<b>\$5,775</b>

Table 1: Local Share Breakdown among parties

The District’s grant match portion is \$7,918 and will be used for permitting and construction certification previously authorized under Work Order No. 2122-020-ESA. The remaining \$87,084 is from an in-kind combined match from Reef Arches, LLC. and MANG.

The total amount of Agreement No. 2526-15 – RA is \$87,084. As the local sponsor on the grant, the District will request \$95,002 in total reimbursement from the state upon completion of the project.

**FUNDING**

Funding for the project is budgeted and available under Natural Resources Programs, Coconut Point Stabilization Account No. 5376-318.

**RECOMMENDATION**

The recommendation of staff is for the Board to approve the Agreement with Reef Arches, LLC and authorize the Chairman to sign on behalf of the District.

**ATTACHMENTS**

Agreement No. 2526-15 - RA

**APPROVED AGENDA ITEM FOR: JUNE 10, 2026**

**AGREEMENT**

**SEBASTIAN INLET DISTRICT  
COCONUT POINT SHORELINE RESILIENCE PROJECT**

THIS AGREEMENT made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between REEF ARCHES, LLC

(Name and Address)

herein after called the CONTRACTOR, and THE SEBASTIAN INLET DISTRICT, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, hereinafter called the OWNER (collectively, the “Parties”).

WHEREAS, OWNER is commencing a project known as the “Coconut Point Shoreline Resilience Project” (the “{Project}”); and

WHEREAS, CONTRACTOR holds a patent on the reef arches being installed as part of the Project; and

WHEREAS, CONTRACTOR is the sole source provider of the reef arches being used on the Project; and

WHEREAS, based on the foregoing OWNER desires to procure the services of, and enter into an agreement with, CONTRACTOR for the performance of the scope of work as discussed and noted herein below and under the following terms and conditions.

That the CONTRACTOR and the OWNER, for the consideration herein after named, agree as follows:

Article 1. **SCOPE OF WORK:** The CONTRACTOR shall furnish all of the materials and perform all the work described in the Scope of Service attached as Exhibit “A”, shown on the Drawings attached as Exhibit “B”, consistent with the Florida Department of Environmental Protection Grant No. 25SRP04 attached as Exhibit “C”, and in compliance with U.S. Army Corps of Engineers Permit No. SAJ-2025-03216 and St. Johns River Water Management District Permit No. 40538-11, attached as Exhibit “D”. DISTRICT and shall do everything required by this Agreement and Contract Documents. Payment shall be made in accordance with the Itemized Bid Schedule attached as Exhibit "E" and made a part of this agreement.

Article 2. **COMMENCEMENT AND COMPLETION;** As time is of the essence, the CONTRACTOR will be required to commence work under this contract within ten (10) calendar days after receipt of the notice-to-proceed and shall complete the project as specified. Project completion must occur prior to February 28, 2027, unless DISTRICT approves an extension of time to the CONTRACTOR.

Article 3. **THE CONTRACT SUM:** The OWNER will pay the CONTRACTOR for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Numerical Amount \$ 87,084

Written Amount: Eighty-Seven Thousand Eighty-Four Dollars and No Cents

Article 4. PAYMENT AND RETAINAGE:

4.1 The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by the ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. at not less than monthly intervals. The request must be made to the OWNER on an approved form showing the component breakdown of the work for each item completed at the time of the request.

4.2 Pursuant to 218.735, F.S., the OWNER shall retain five percent (5%) of each progress payment due to the CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

4.3 Each request for a progress payment shall be submitted on the application for payment form supplied by OWNER'S ENGINEER and the application for payment shall contain the CONTRACTOR's certification. All progress payments will be on the basis of progress of the Work measured by the schedule of values established, or in the case of unit price work based on the number of units completed. CONTRACTOR will not seek release from the District of the withheld retainage until the final pay request.

4.4 Paragraphs 4.2 and 4.3 do not apply to construction services Work purchased by the District as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

4.5 CONTRACTOR shall allow adequate processing time for District Commission final acceptance and approval for final payment in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

4.6 The CONTRACTOR shall make the following certification (Affidavit) on each Request for Payment: "I hereby certify that the labor and materials listed on this Request for Payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below:

“ \_\_\_\_\_ ”

4.7 Notice of Non-Payment. If one or more "Notice of Non-Payment" or "Notice to OWNER" is received by the OWNER, no further payments will be approved until non-payment(s) have been satisfied and a "Lien Waiver" for each "Notice" has been submitted to the OWNER. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims have been satisfied. The CONTRACTOR may, with consent of Surety and indemnification of the DISTRICT against any claims, receive payment for work for which there is an outstanding Notice of Non-Payment or Notice to OWNER.

Article 5. ACCEPTANCE AND FINAL PAYMENT:

5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance, the OWNER/ENGINEER will promptly make such inspection and when the OWNER/ENGINEER finds the work acceptable under the terms of the Contract and the Contract fully performed, the OWNER/ENGINEER will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the OWNER under the terms and the conditions thereof is recommended and the entire balance found to be due the CONTRACTOR, will be paid to the CONTRACTOR by the OWNER following District Commission approval of the final Contract payment.

5.2 Before issuance of a final completion certificate, the contractor shall submit evidence satisfactory to the DISTRICT that all payrolls, material bills, and other indebtedness connected with the work have been paid. An affidavit must be submitted by the CONTRACTOR to the OWNER stating that all indebtedness connected with the work has been paid. Such affidavit will be signed by a duly authorized officer of the contractor, will bear the firm's seal, and will be notarized and attested by two witnesses. A Waiver-of-Lien form signed by a duly authorized officer of all Subcontractors, notarized and attested by two witnesses is required from each Subcontractor engaged under the scope of this Contract, and must accompany the request for final payment.

5.3 Acceptance of Final Payment as Release. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his/her sureties from any obligations under the Contract Documents or the Payment and Performance Bonds.

Article 6. INDEMNIFICATION: CONTRACTOR agrees to indemnify and hold harmless the OWNER, together with its agents, employees, elected officers and representatives, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract. This indemnification and hold harmless provision shall survive the termination or expiration of this Contract.

Article 7. REMEDIES AND CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Florida. Any legal actions instituted under this Agreement that are justiciable in state court shall be instituted in Brevard County. Any legal actions instituted under this Agreement that are justiciable in federal court shall be instituted in the Southern District of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article 8. GENERAL PROVISIONS

8.1 Independent Contractor. The parties expressly recognize that the relationship between the SEBASTIAN INLET DISTRICT and CONTRACTOR is that of OWNER and independent contractor, and that neither the CONTRACTOR nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the OWNER.

8.2 Pledge of Credit. The CONTRACTOR shall not pledge the OWNERS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation of indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

8.4 Public Records. The OWNER and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

8.5 Notices. All notices, requests, demands, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger; delivered by commercial overnight courier service; sent by facsimile/telecopier; or mailed by registered or certified mail (postage prepaid) return receipt requested and addressed to:

As to OWNER: James Gray, Jr.  
Executive Director  
Sebastian Inlet District  
114 Sixth Avenue  
Indialantic, FL 32903

As to CONTRACTOR: Reef Arches, LLC.  
2200 Centrepark West Drive  
West Palm Beach, FL 33409

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered and effective on the date of hand delivery, or on the second day after the date of deposit of notice with an overnight courier service, or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Signed and sealed by the  
CONTRACTOR in the presence of:

\_\_\_\_\_

\_\_\_\_\_

SEBASTIAN INLET DISTRICT  
(OWNER)

By \_\_\_\_\_  
David Barney, Chairman

Approved as to Form

\_\_\_\_\_

Shawn L. Demers, Esq

\_\_\_\_\_  
(CONTRACTOR)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

## SCOPE OF SERVICES

### COCONUT POINT SHORELINE RESILIENCE PROJECT

#### Background

In January 2024, The Sebastian Inlet District (District) in coordination with the Sebastian Inlet State Park (SISP) and in partnership with REEF ARCHES, LLC (Reef Arches) and MANG, submitted a grant application to the Florida Department of Environmental (FDEP) Resilient Florida Program for funding to install 15 Reef Arches and (45) 7-gallon red mangroves along approximately 90 linear feet of shoreline adjacent to Coconut Point (Figure 1) within SISP.



Figure 1: Project Location Map

On January 8, 2025, the District executed Grant No. 25SRP04 with FDEP, committing up to \$190,004 at a 50% state and 50% local cost share. The total local share under the grant is \$95,022 with a maximum state reimbursement of \$95,022.

As identified in the grant application, the \$95,002 local share match (in kind) is divided among the District, Reef Arches, and MANG in Table 1 and shall be the responsibility of each party.

<b>Responsible Party</b>	<b>Grant Task 1 Design and Permitting</b>	<b>Grant Task 2 Construction</b>	<b>Total</b>
<b>District</b>	<b>\$2,500</b>	<b>\$5,418</b>	<b>\$7,918</b>
<b>Reef Arches</b>	-	<b>\$81,309</b>	<b>\$81,309</b>
<b>MANG</b>	-	<b>\$5,775</b>	<b>\$5,775</b>

Table 1: Local Share Breakdown among parties

## **Project Tasks**

### Task 1: Design and Permitting

The District shall be responsible for the design and permitting of the Coconut Point Shoreline Resilience Project.

The District has successfully designed and received U.S. Army Corps of Engineers Permit No. SAJ-2025-03216 and St. Johns River Water Management District Permit No. 40538-11 authorizing construction of the project. Figure 2 identifies the permitted project area.

### Task 2: Construction Phase

#### 2.1: Furnish and Deployment of Reef Arches

Reef Arches shall be responsible for furnishing and deploying (15) reef arch units consistent with all permits, plans, agreements, and FDEP grant No. 25SRP04.

#### 2.2 Mangrove Installation

MANG shall be responsible for the installation, monitoring, and reporting of (45) 7-gallon red mangroves consistent with all permits, plans, agreements, and FDEP grant No. 25SRP04.

#### 2.3 Construction Phase Services

The District shall be responsible for the construction engineering, observation services, and post construction documentation and compliance consistent with all permits, plans, agreements, and FDEP grant No. 25SRP04.

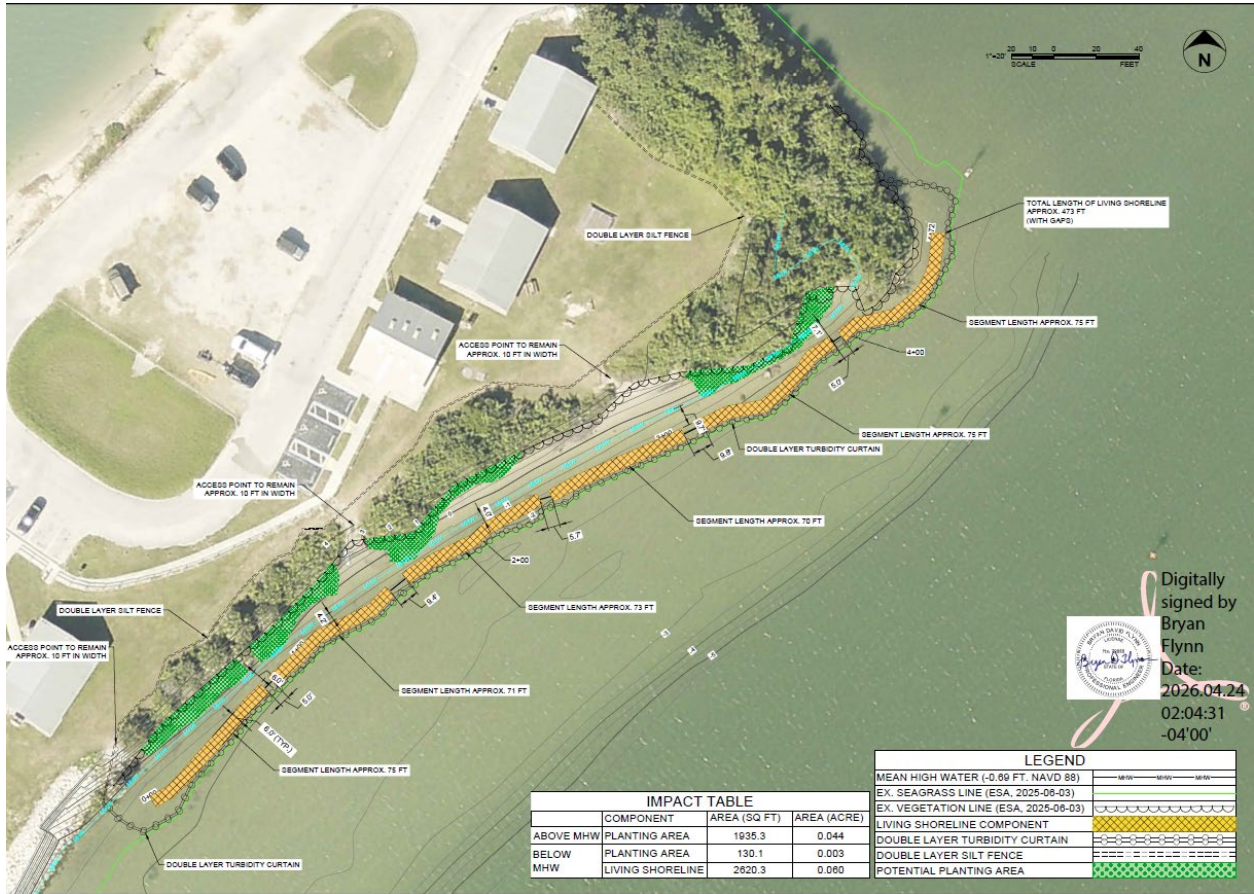


Figure 2: Permitted Project Area

### Project Schedule

All construction shall be completed by February 28, 2027 to ensure grant reporting and reimbursement billings are submitted by the District to FDEP prior to the grant expiration date of June 30, 2027.

### Procurement of Services

Pursuant to the District Charter, all purchasing and bidding shall be in accordance with the procedures used by the Brevard County Board of Commissioners. Consistent with the Brevard County Procurement Manual (Section 7.D – Purchases Not Requiring Bids), the services provided by Reef Arches are exempt from the competitive purchase requirements as they hold a patent (US Patent No. 12,102,067 B1, Oct. 1,2024)) for the artificial reef structure. The patent is attached as Appendix A.

## **Contractor Insurance Requirements**

### Insurance:

At its sole expense, Reef Arches shall provide, prior to execution of the agreement, the insurance required under this section for approval by the District. The Sebastian Inlet District and Sebastian Inlet State Park shall be named as an additional insured for both General Liability and Automobile Liability.

#### General Liability:

Each Occurrence \$500,000  
Fire Damage-any one fire \$50,000  
Medical Expenses-any one person \$5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$500,000  
Combined Single Limit \$500,000

#### Automobile Liability:

Combined Single Limit \$500,000

#### Worker's Compensation as required by the State of Florida

Each accident \$100,000  
Each Disease – Each employee \$100,000  
Each disease – policy limit \$500,000

The policy shall cover Reef Arches, all of its employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by Reef Arches.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market. The insurance carriers shall supply Certificates of Insurance evidencing such coverage to Sebastian Inlet District prior to the execution of this Agreement.

The insurance companies selected shall send written verification to Sebastian Inlet District personnel that they will provide 30-days written notice to Sebastian Inlet District personnel of its intent to cancel or terminate.

**APPENDIX A**

**REEF ARCHES, LLC. PATENT**



US012102067B1

(12) **United States Patent**  
**Richardson et al.**

(10) **Patent No.:** **US 12,102,067 B1**  
(45) **Date of Patent:** **Oct. 1, 2024**

- (54) **ARTIFICIAL REEF STRUCTURE**
- (71) Applicant: **Reef Arches PHC, LLC**, West Palm Beach, FL (US)
- (72) Inventors: **Keith Richardson**, Lake Worth, FL (US); **Nicholas Andre Bourdon**, West Palm Beach, FL (US)
- (\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

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- (21) Appl. No.: **18/395,902**
- (22) Filed: **Dec. 26, 2023**

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(Continued)

**Related U.S. Application Data**

- (60) Provisional application No. 63/465,937, filed on May 12, 2023.
- (51) **Int. Cl.**  
**A01K 61/73** (2017.01)
- (52) **U.S. Cl.**  
CPC ..... **A01K 61/73** (2017.01)
- (58) **Field of Classification Search**  
CPC ..... **A01K 61/73**  
See application file for complete search history.

*Primary Examiner* — Monica L Perry  
*Assistant Examiner* — Brittany A Lowery  
 (74) *Attorney, Agent, or Firm* — Derek Fahey; The Plus IP Firm, PLLC

(57) **ABSTRACT**

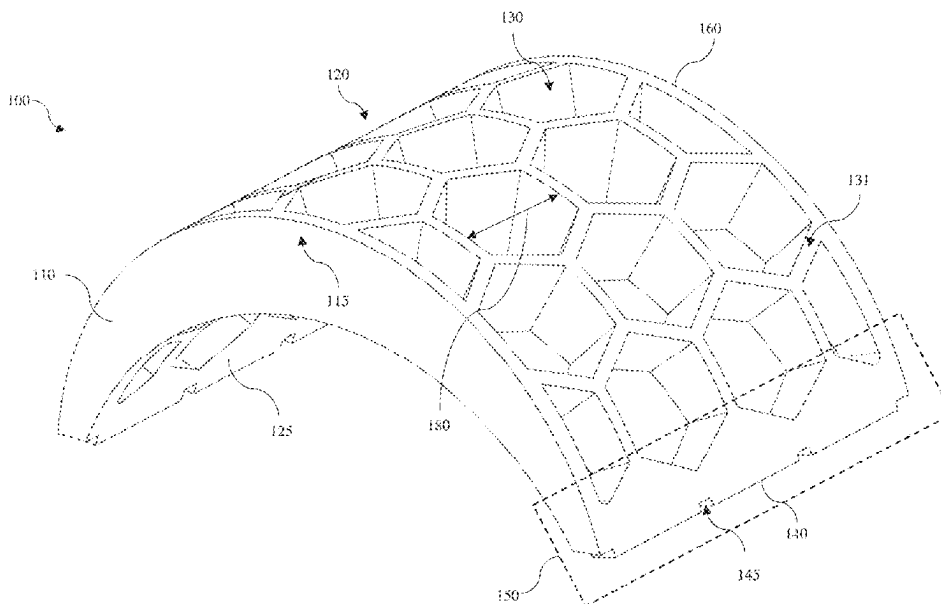
A system for stabilizing soil for accretion and retention of coastal water soil is disclosed. The system includes a plurality of artificial reef segments, where each segments comprises a homogenous curved frame structure, a plurality of openings extending through the homogenous curved frame structure, a plurality of frame segments, and a plurality of cutouts disposed along a terminating end of each artificial reef segment. In one embodiment, an artificial reef configuration is disclosed having a first reef segment arranged on top of a second reef segment and a third reef segment in such a way that the cutouts of the first reef segment receive at least one of the plurality of frame segments of the second reef segment and the third reef segment. Furthermore, a transport configuration includes a first reef segment stacked on top of a second reef segment.

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				405/21

**20 Claims, 31 Drawing Sheets**



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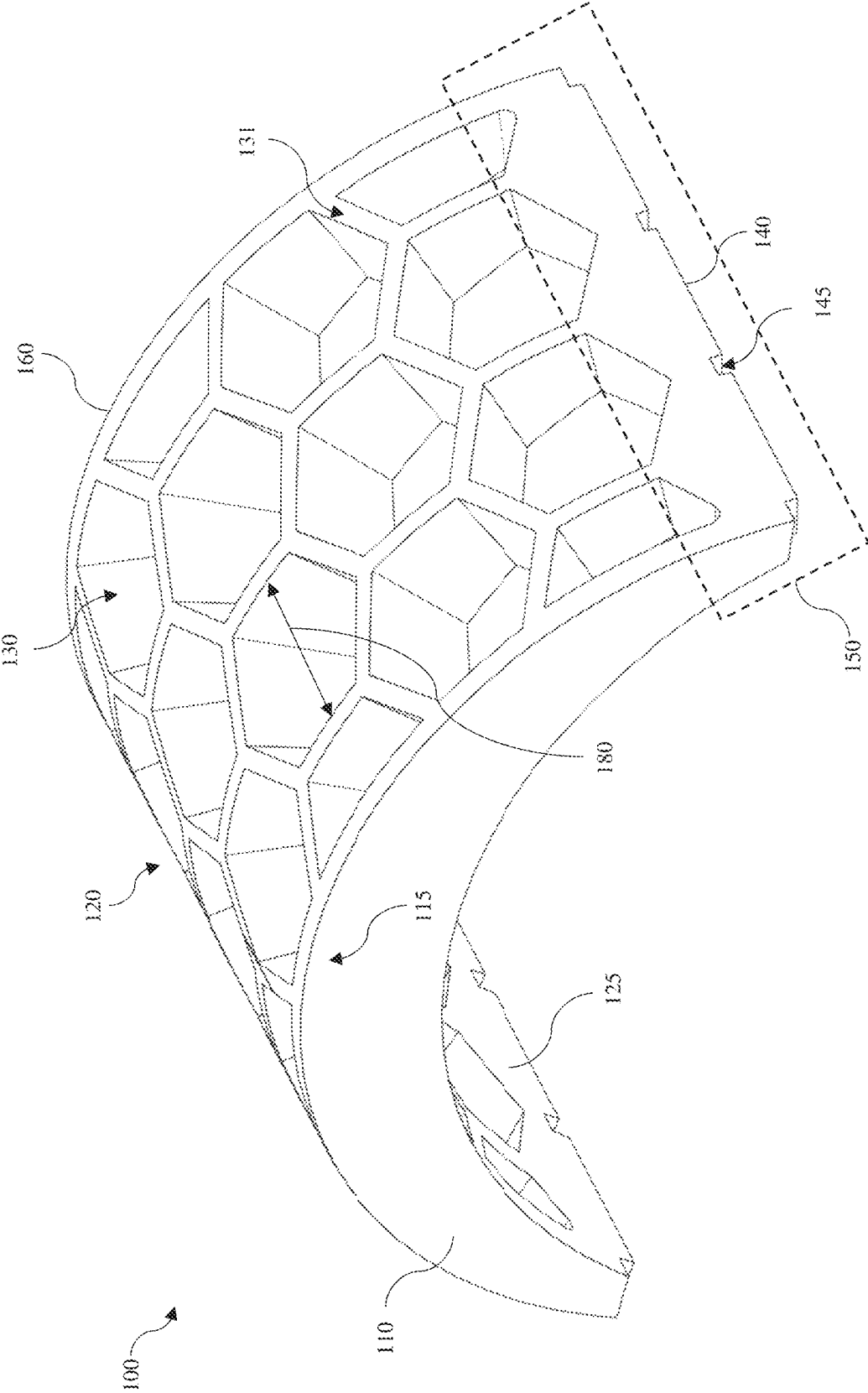


FIG. 1

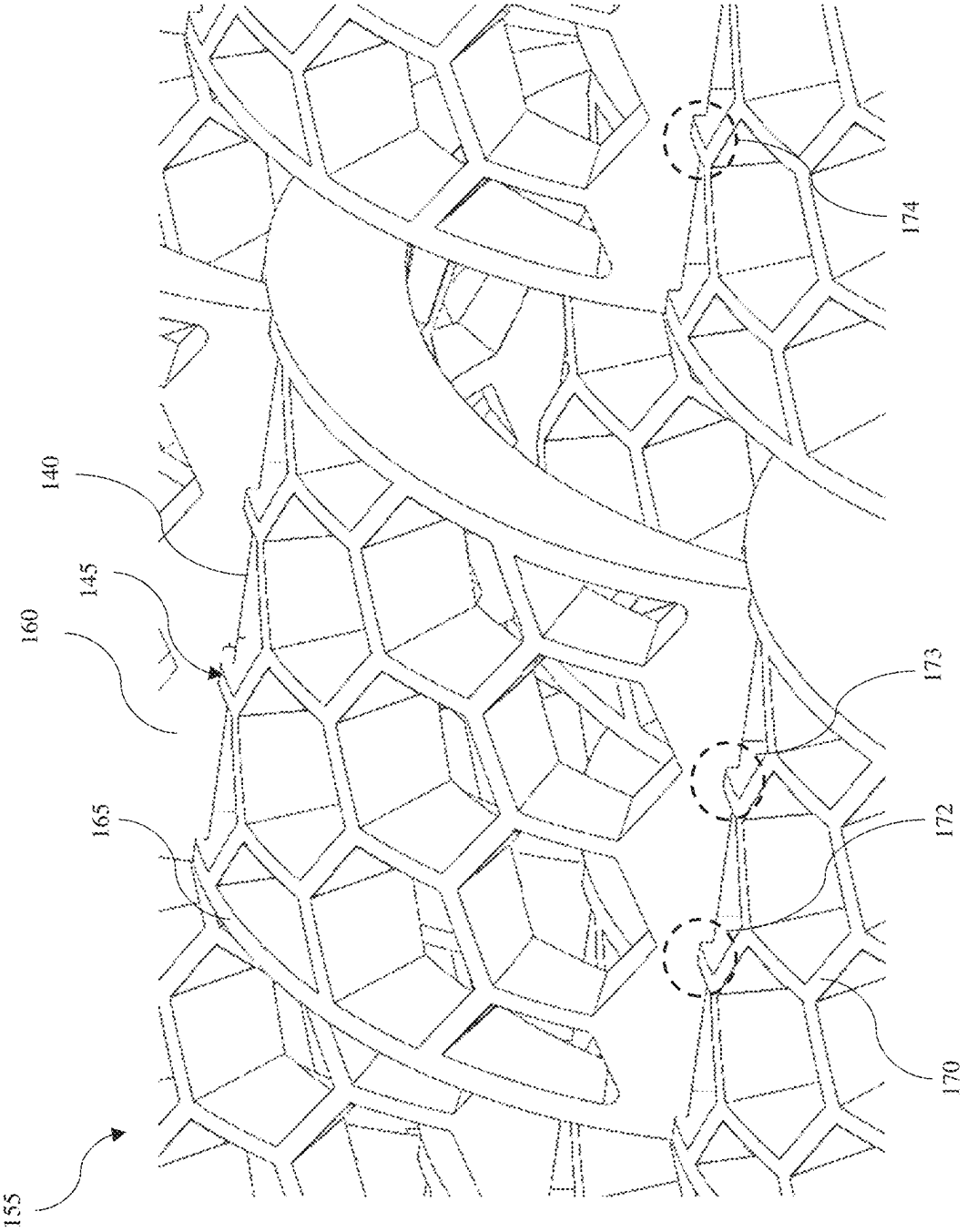


FIG. 2

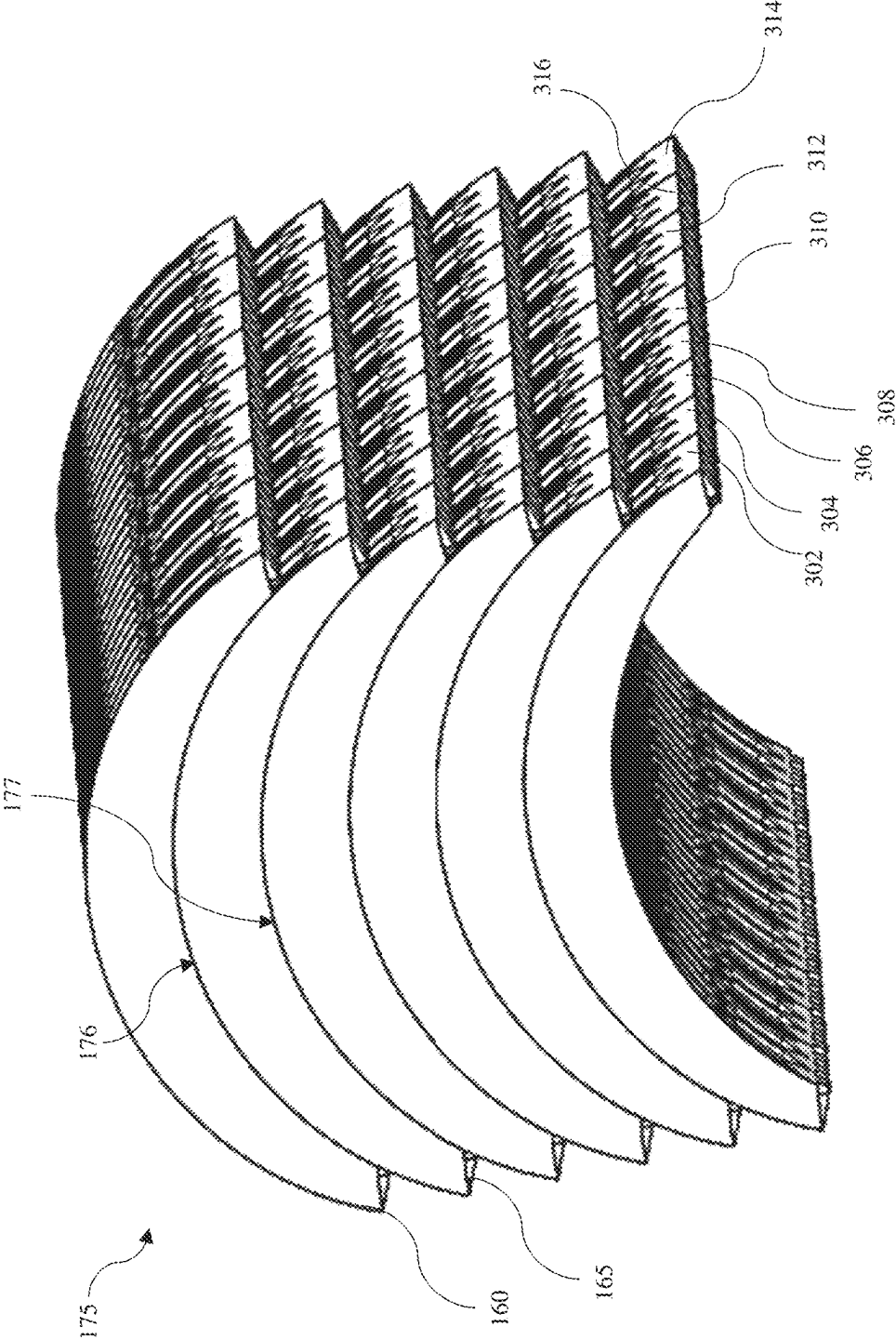


FIG. 3

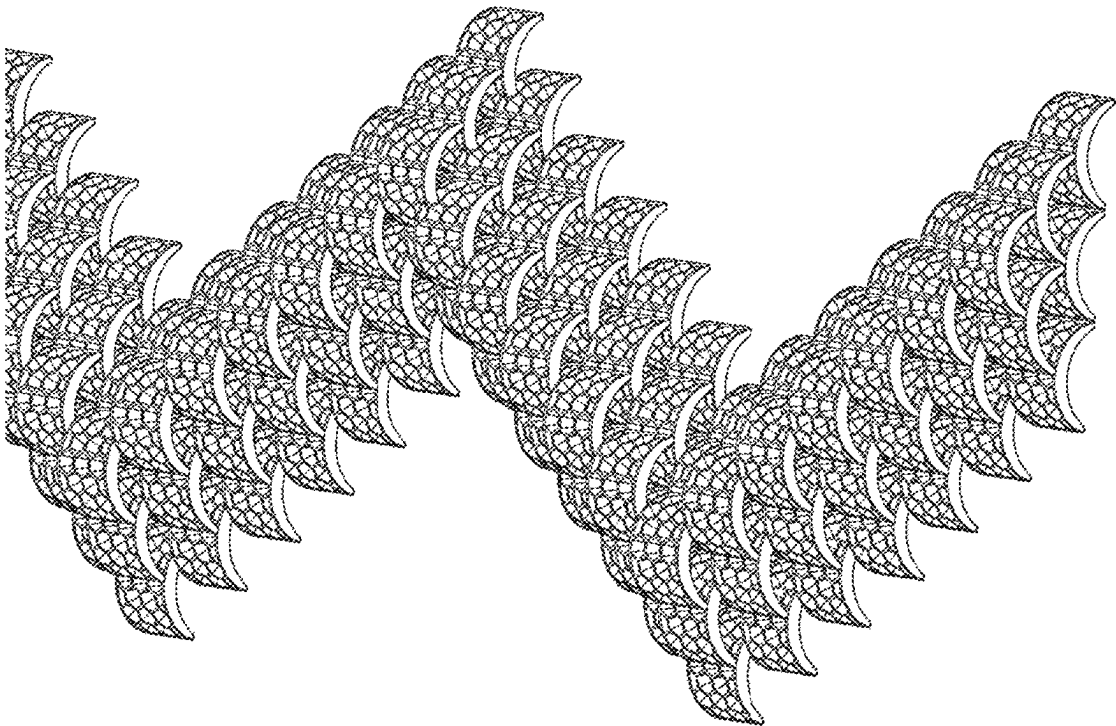
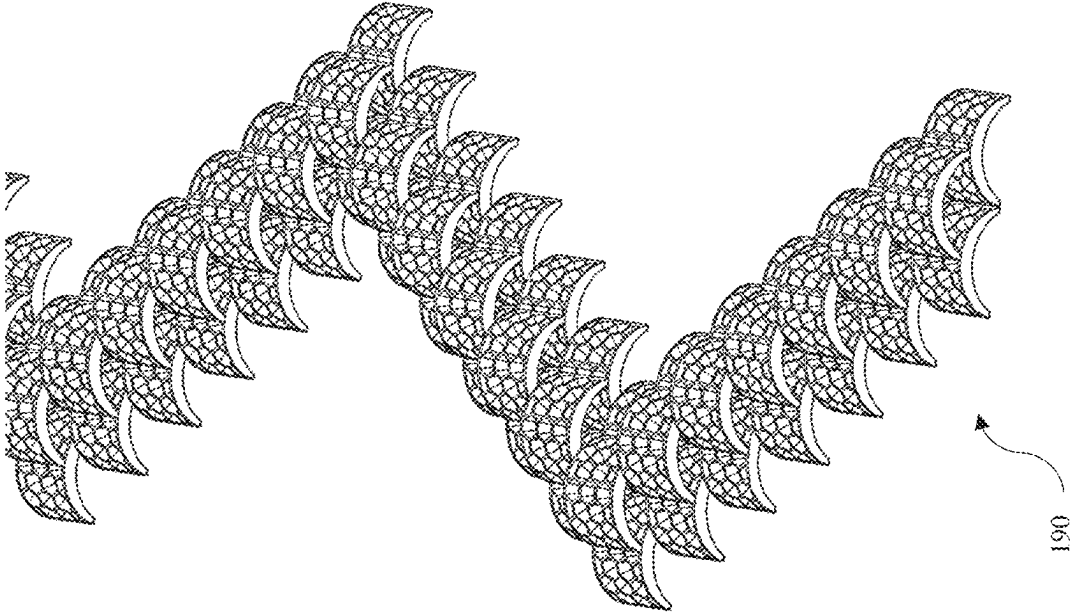


FIG. 4



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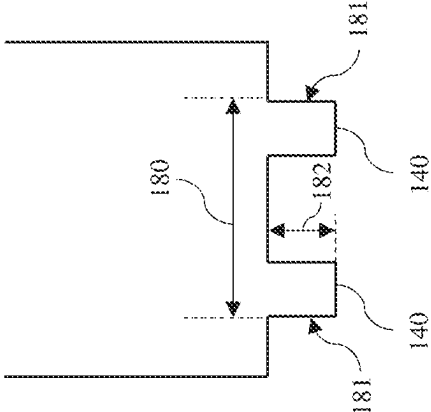


FIG. 5

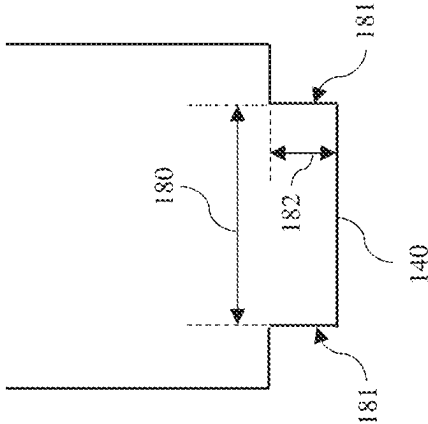


FIG. 6

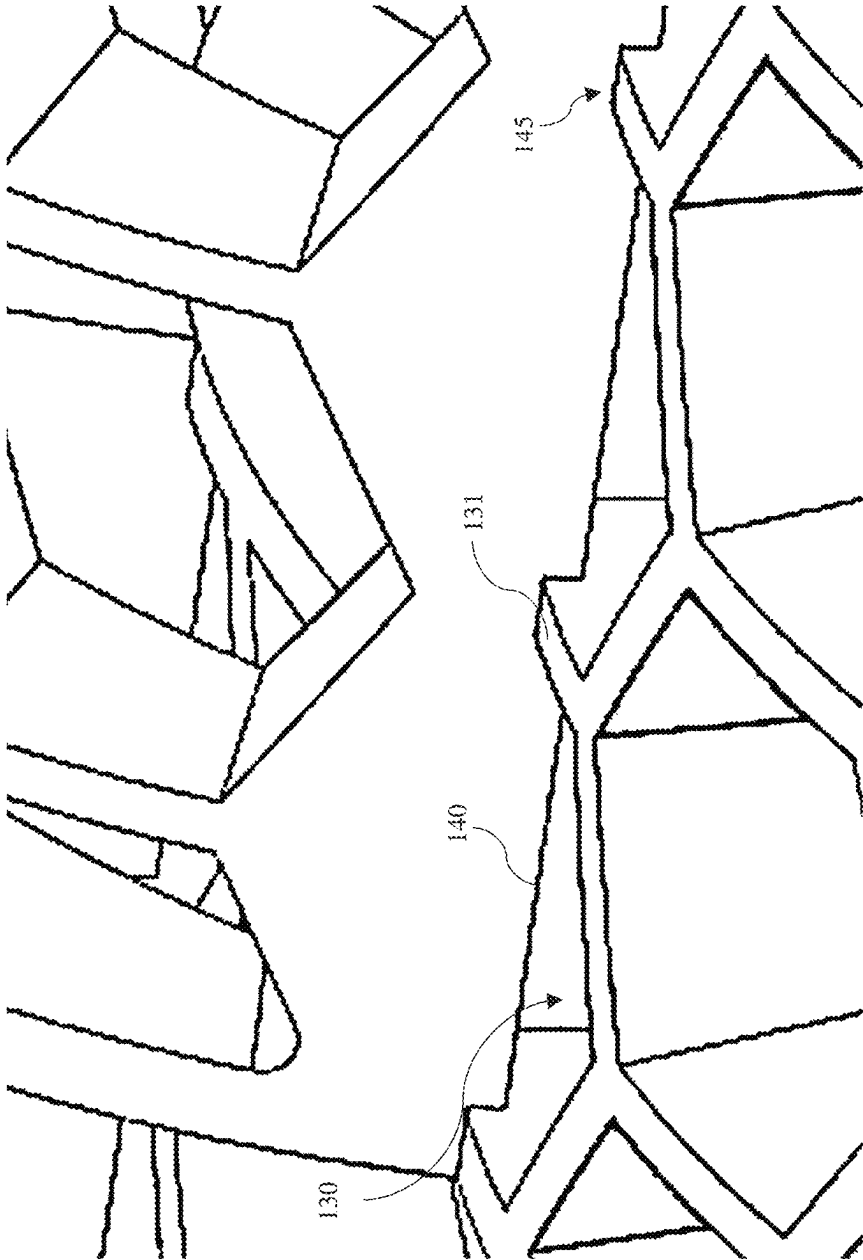
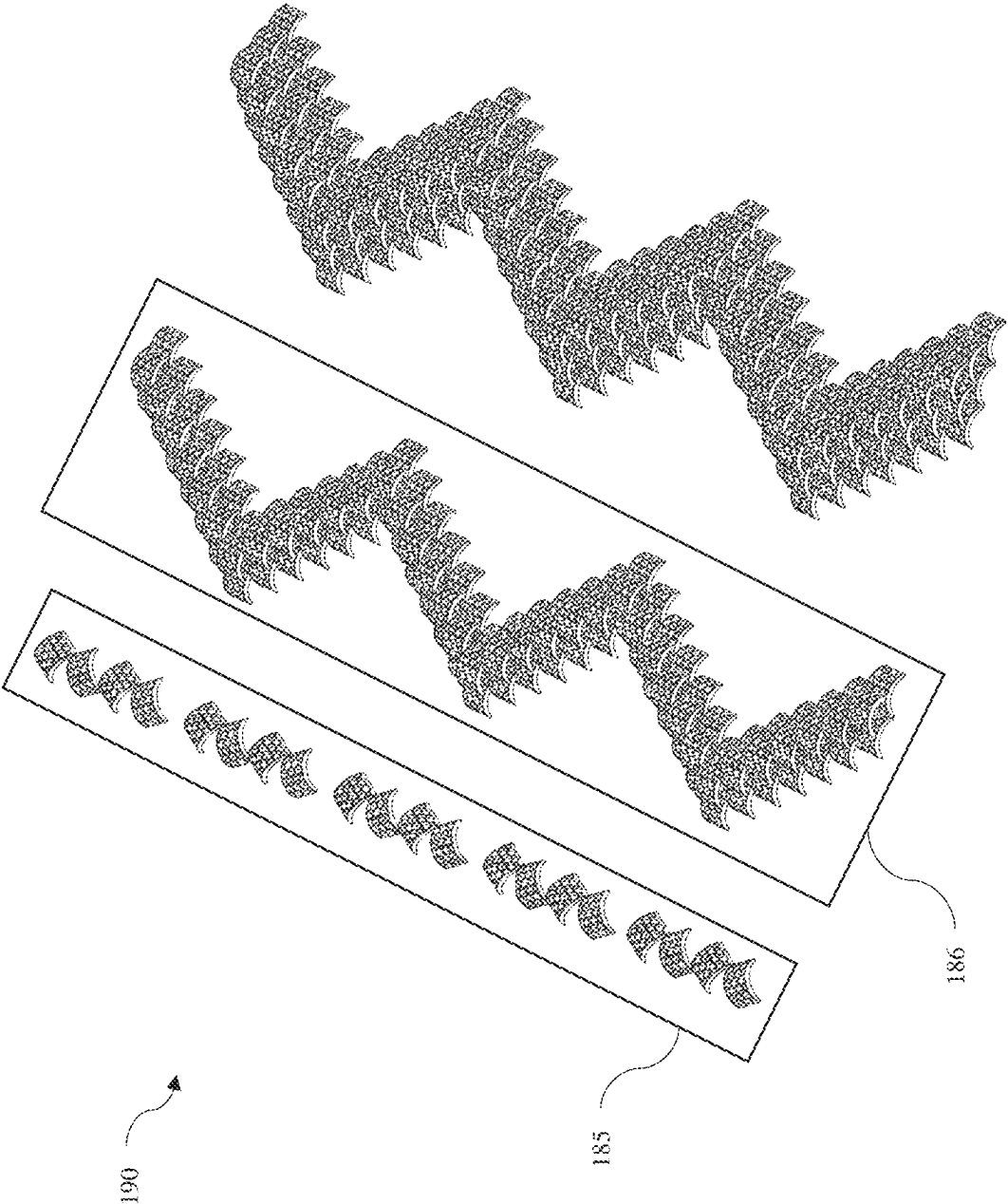


FIG. 7



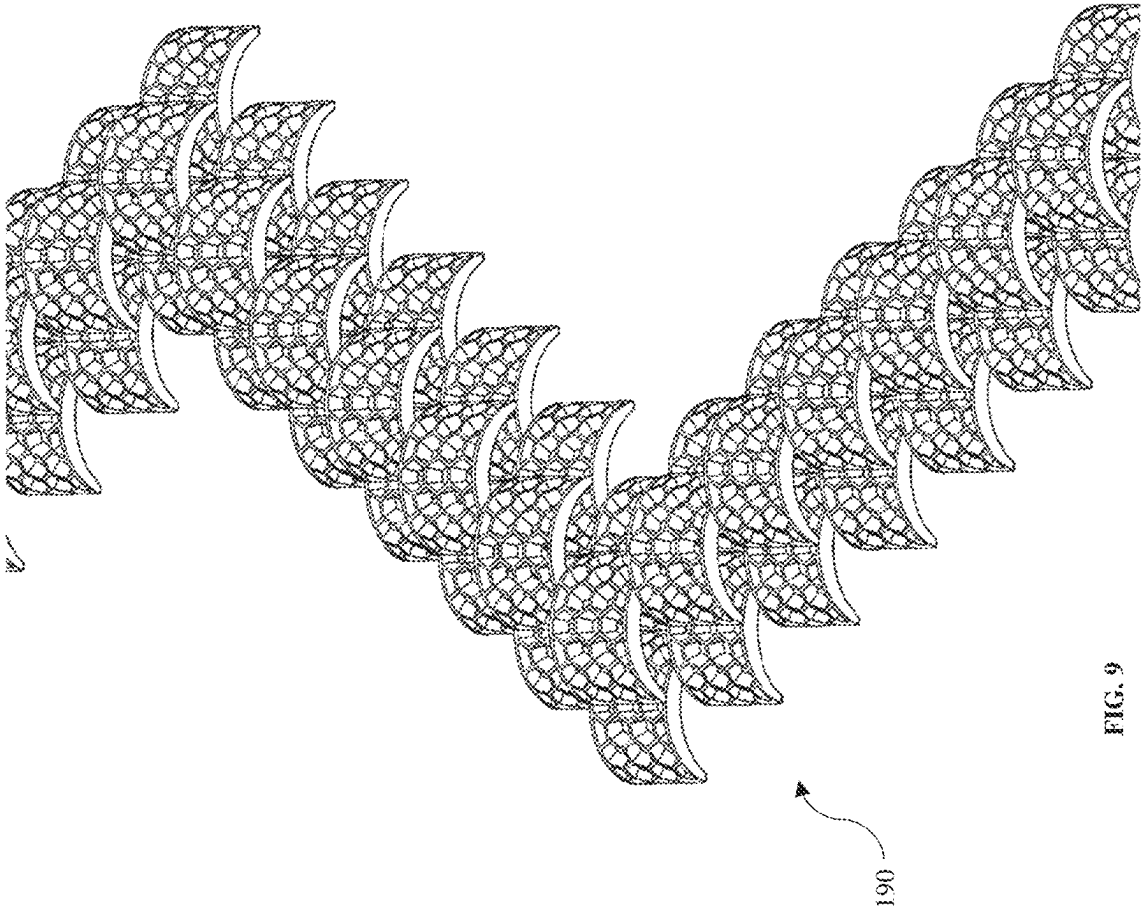
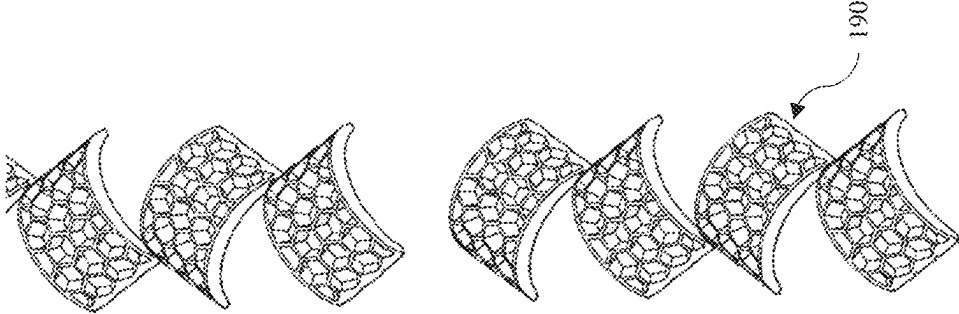


FIG. 9



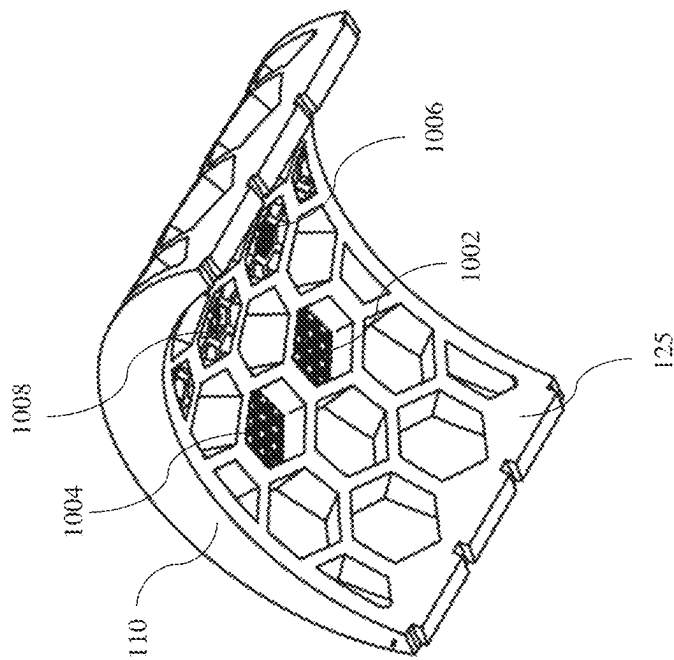


FIG. 10A

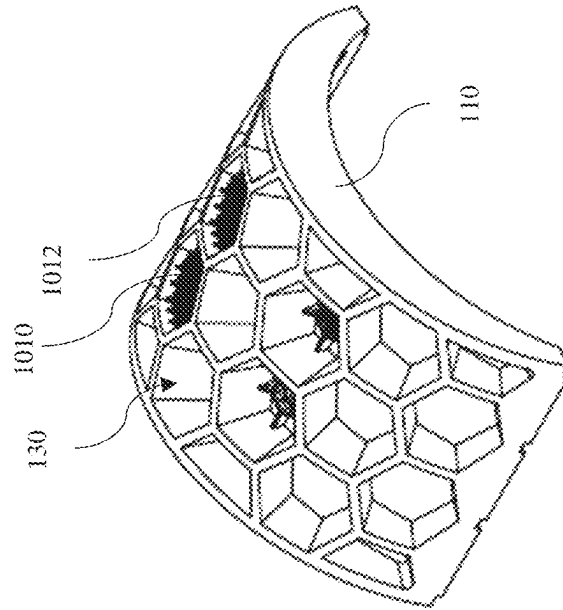


FIG. 10B

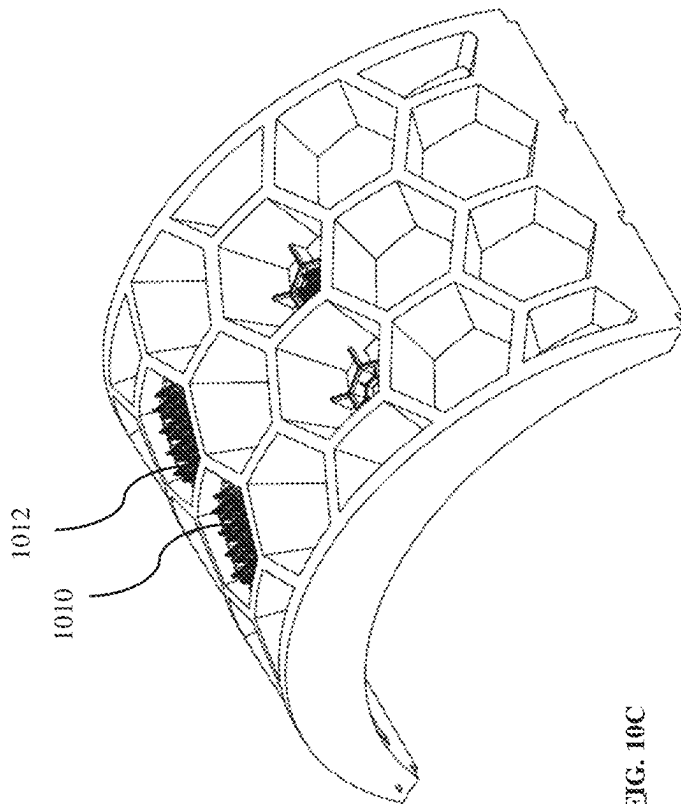


FIG. 10C

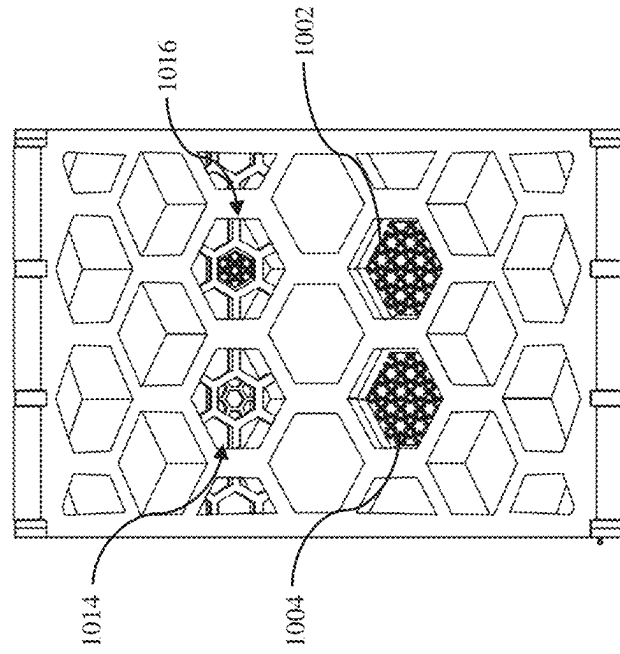


FIG. 10D

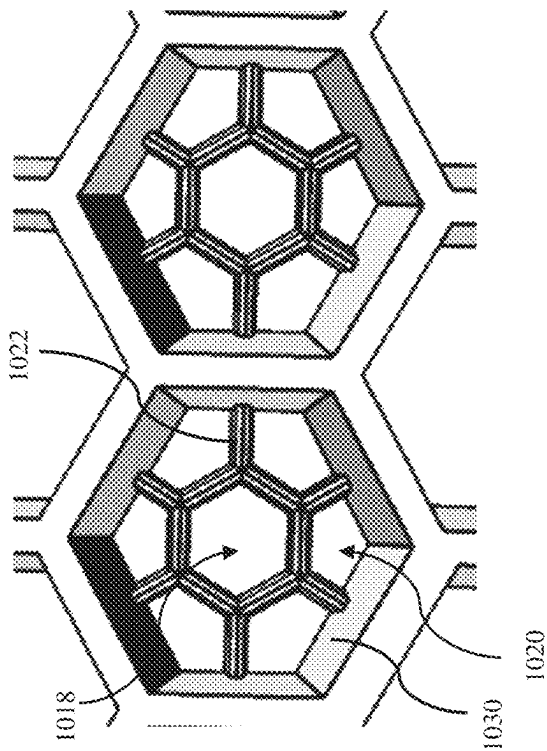


FIG. 10E

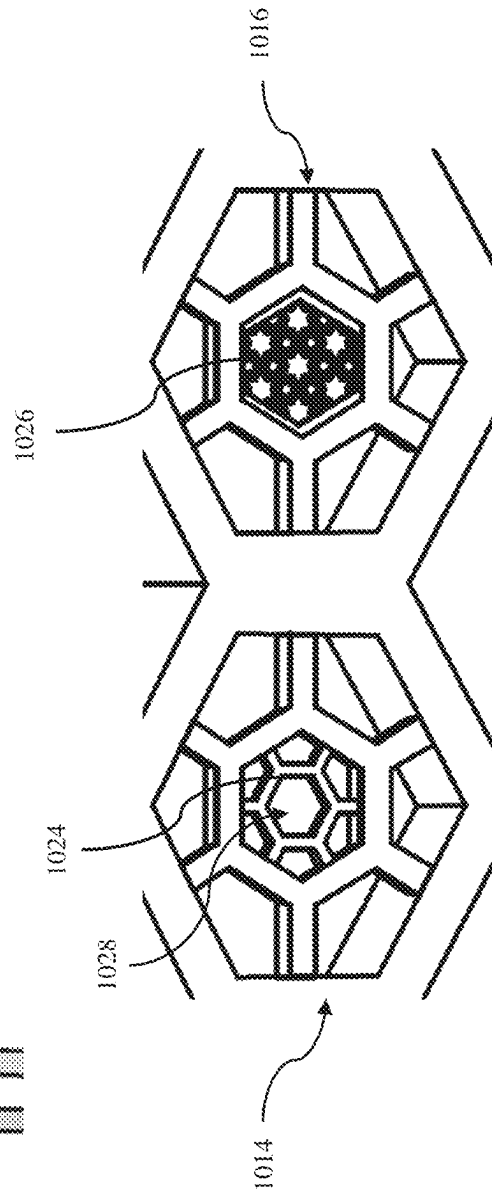


FIG. 10F

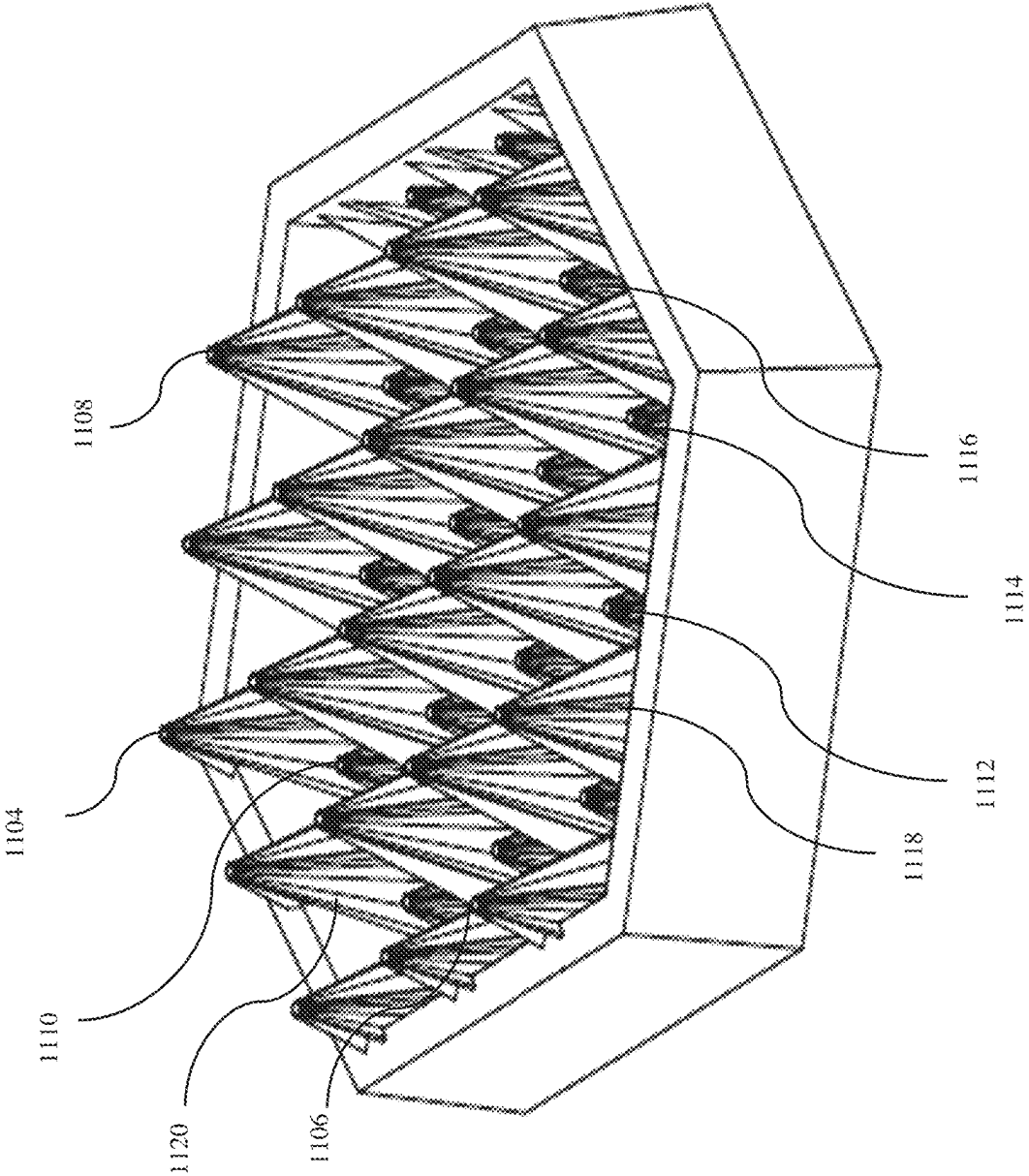


FIG. 11A

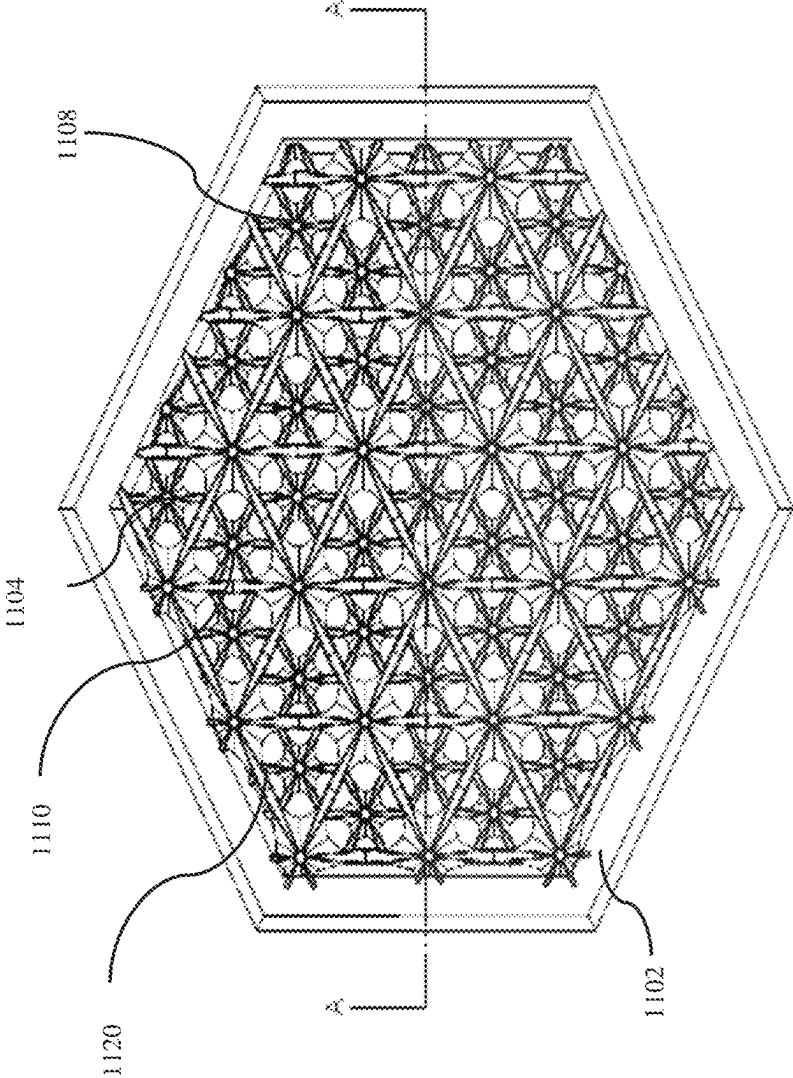


FIG. 11B

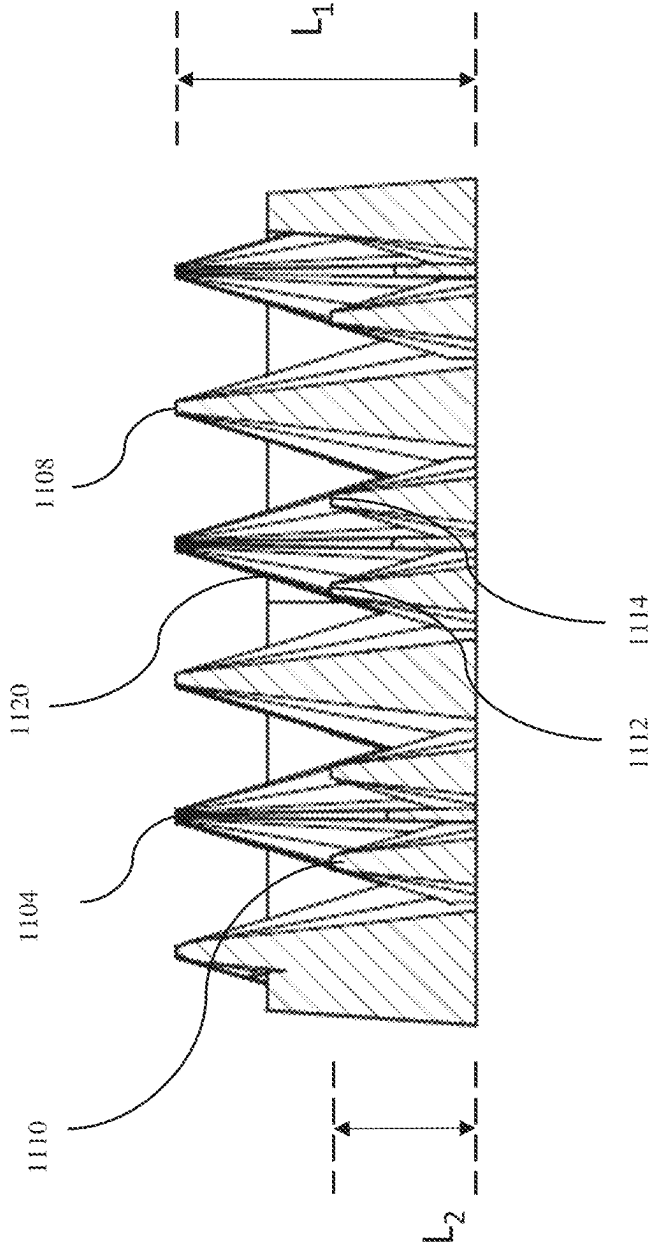


FIG. 11C

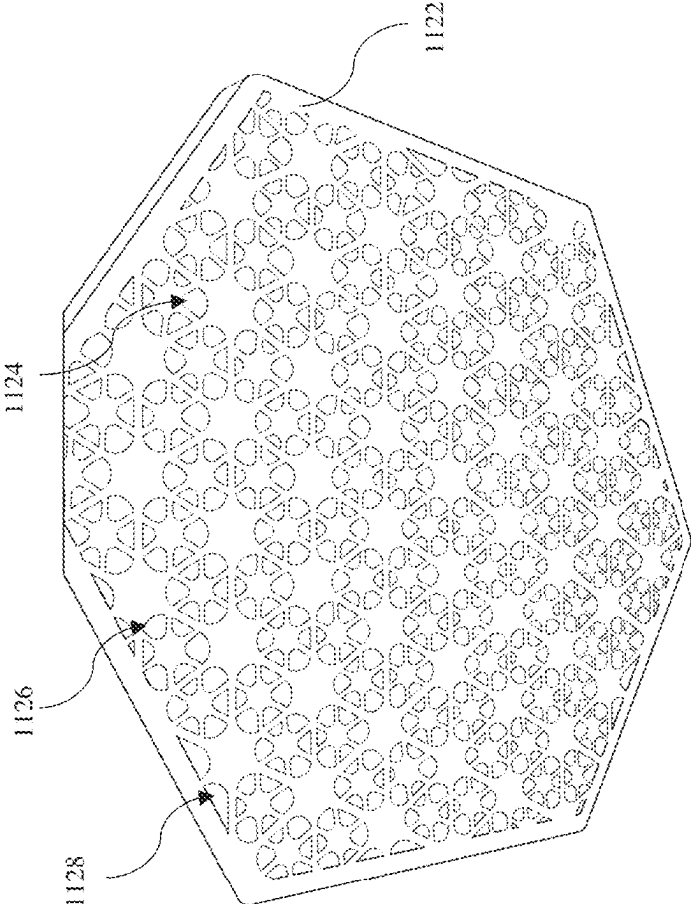


FIG. 11D

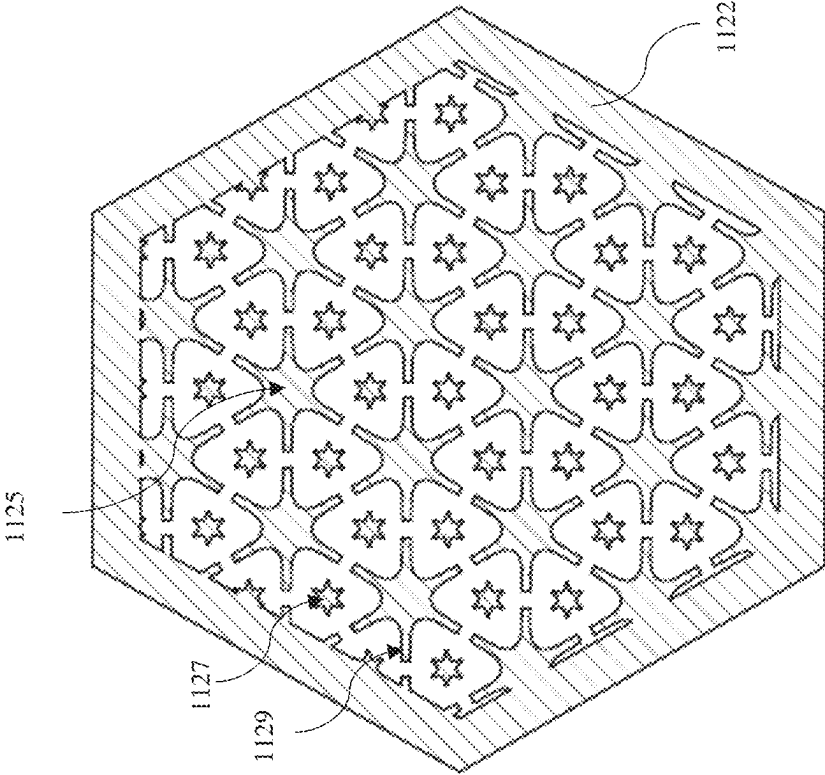


FIG. 11E

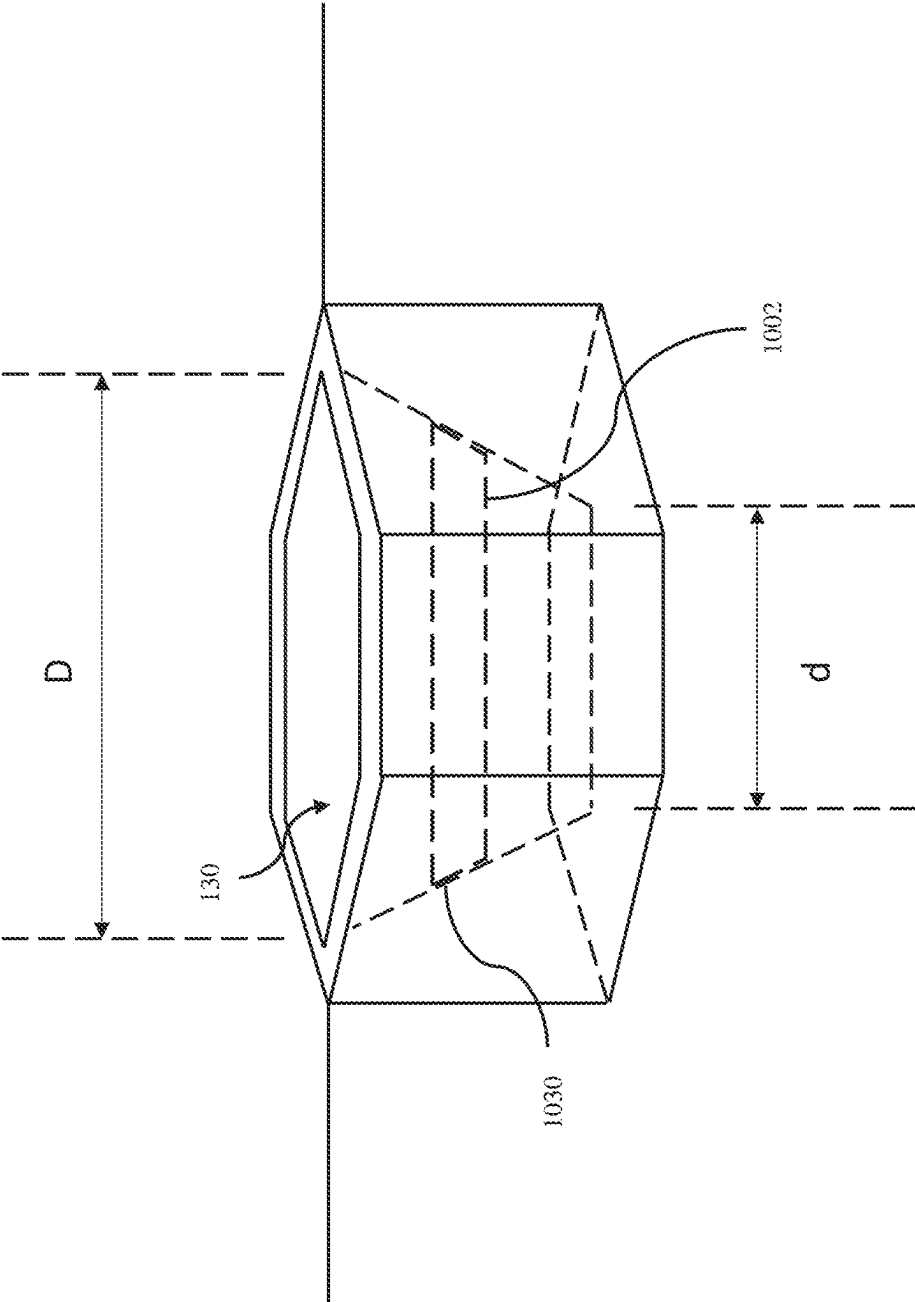


FIG. 12A

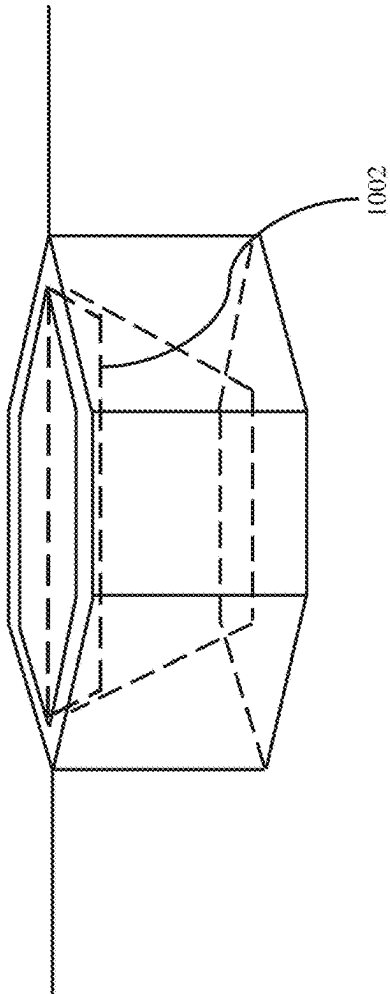


FIG. 12B

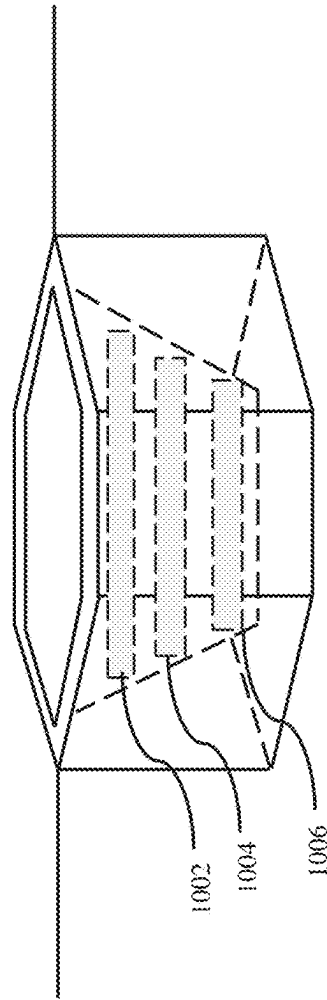


FIG. 12C

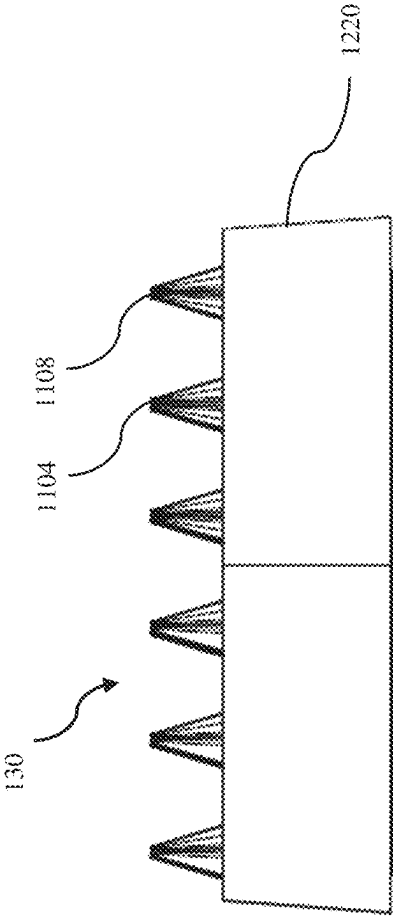


FIG. 12D

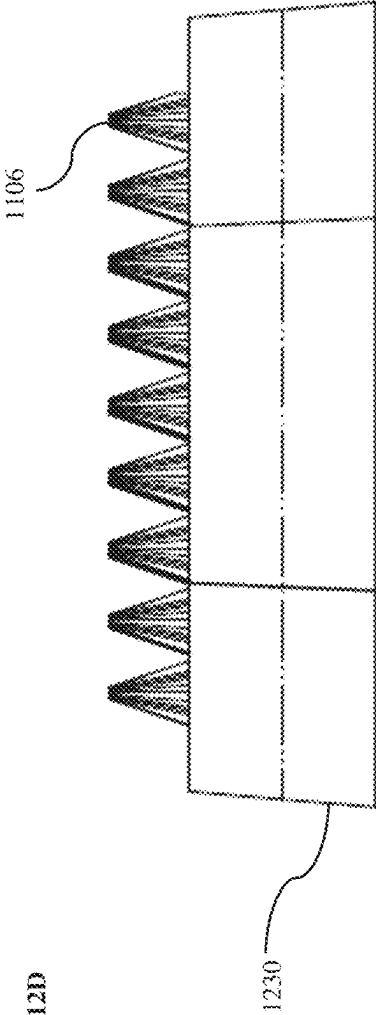


FIG. 12E

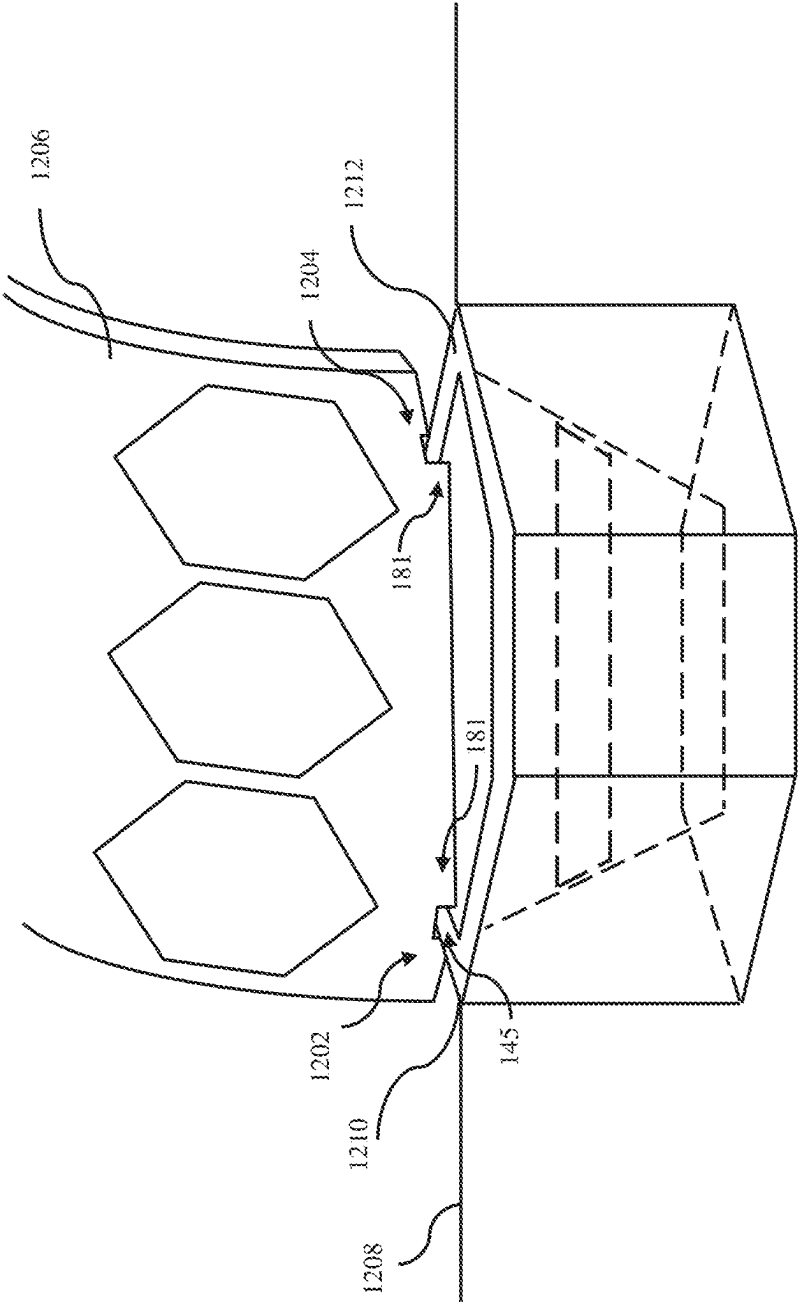


FIG. 12F

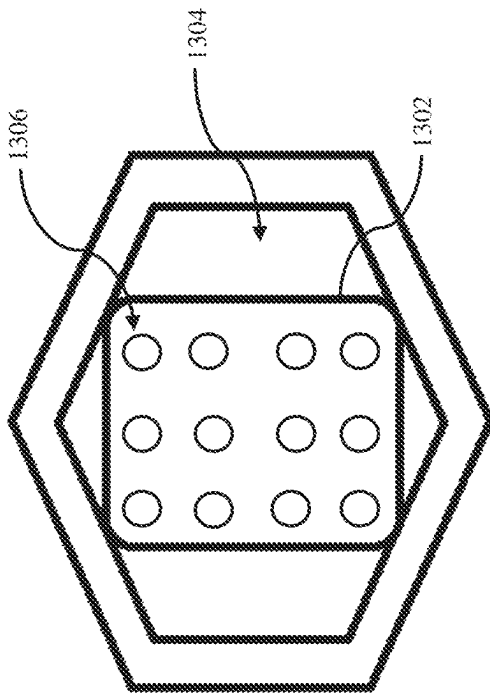


FIG. 13A

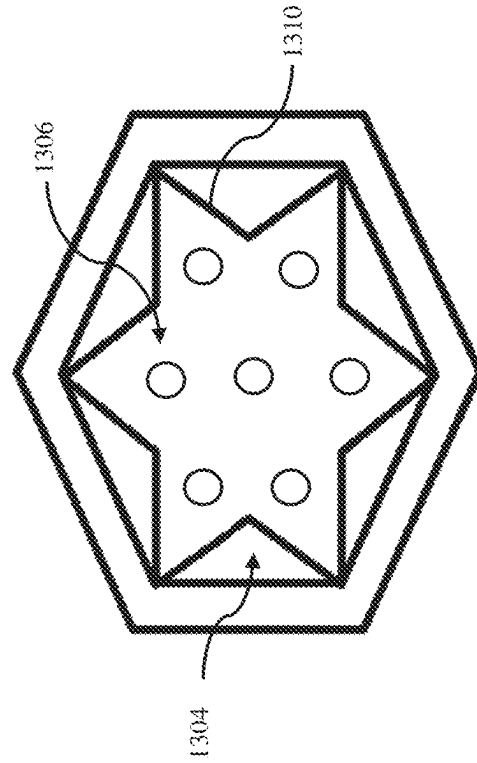


FIG. 13B

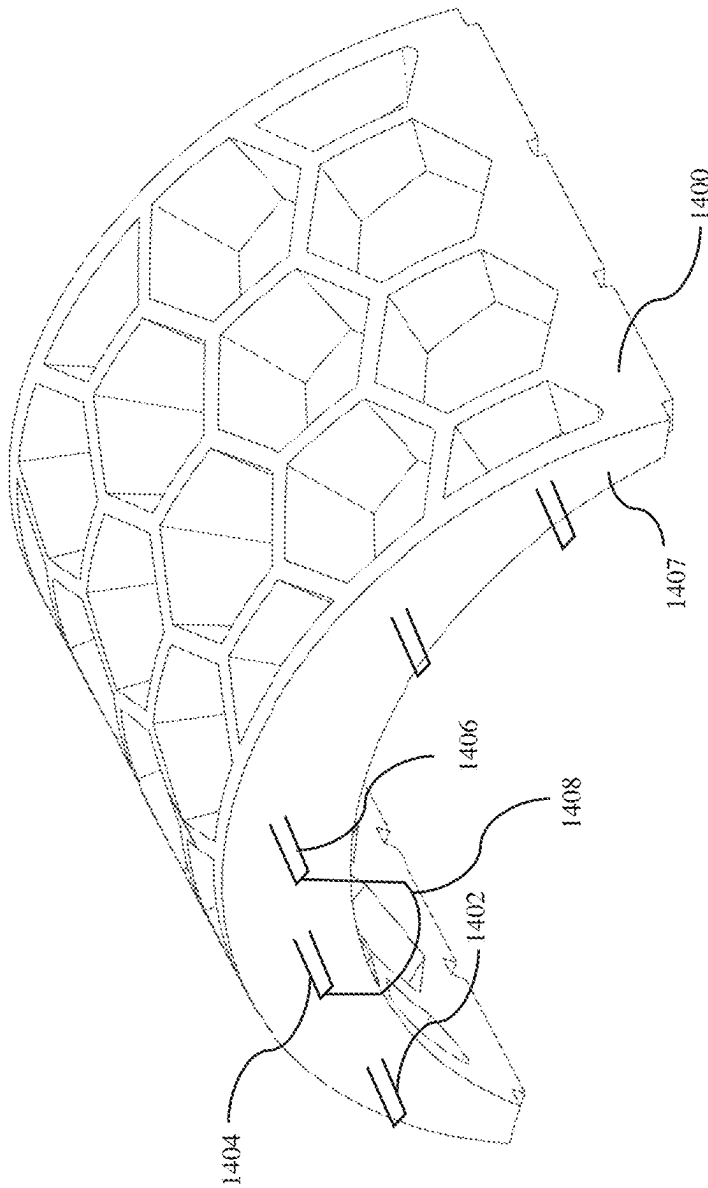


FIG. 14A

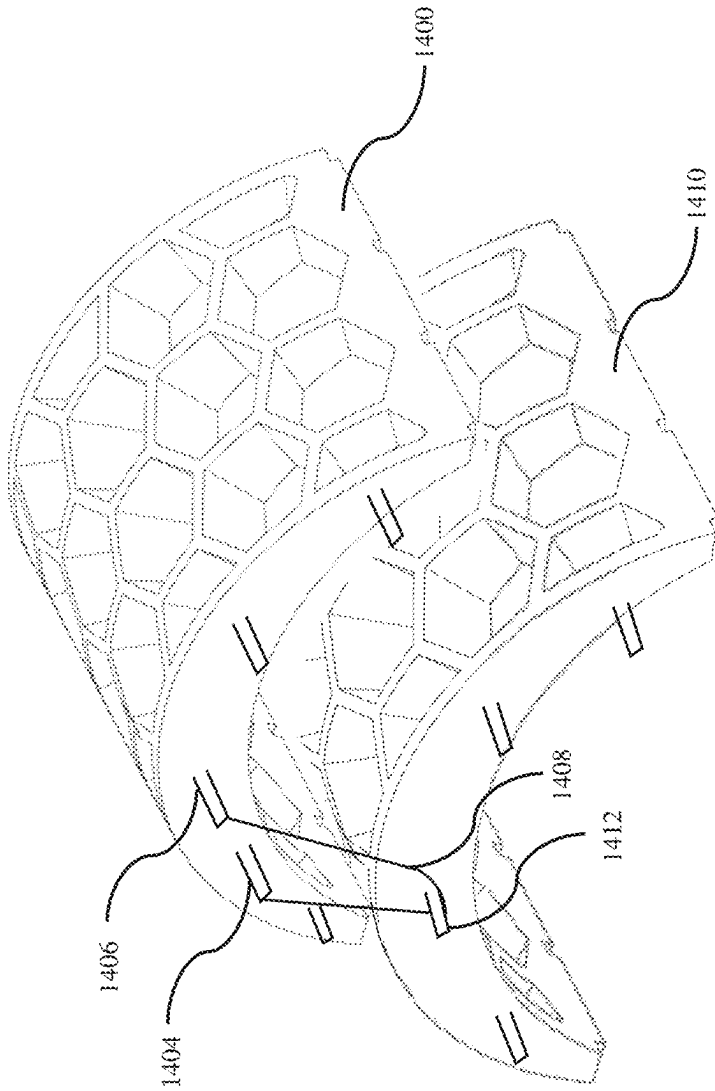


FIG. 14B

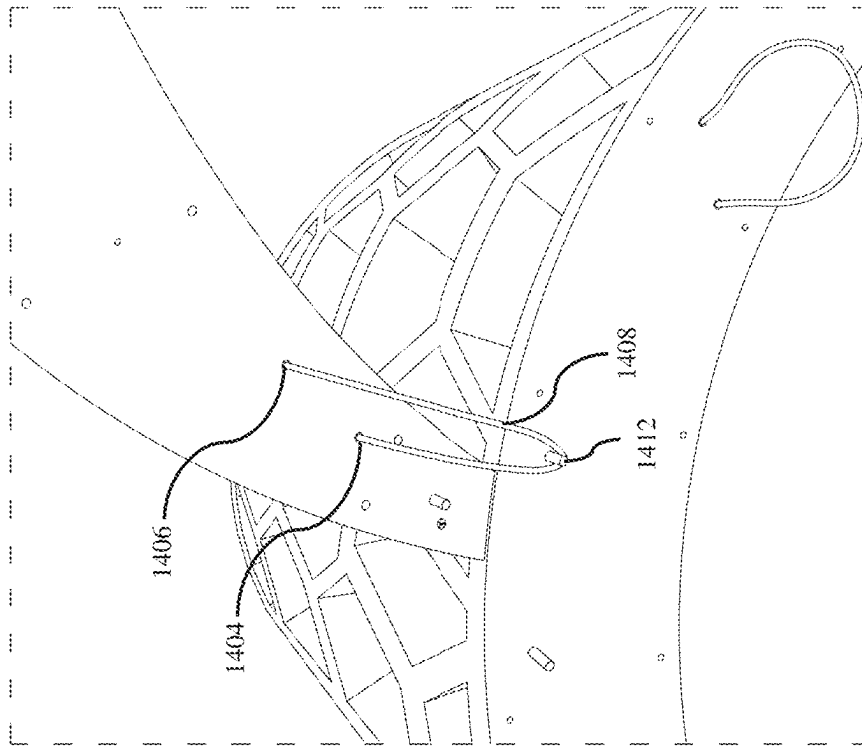


FIG. 14C

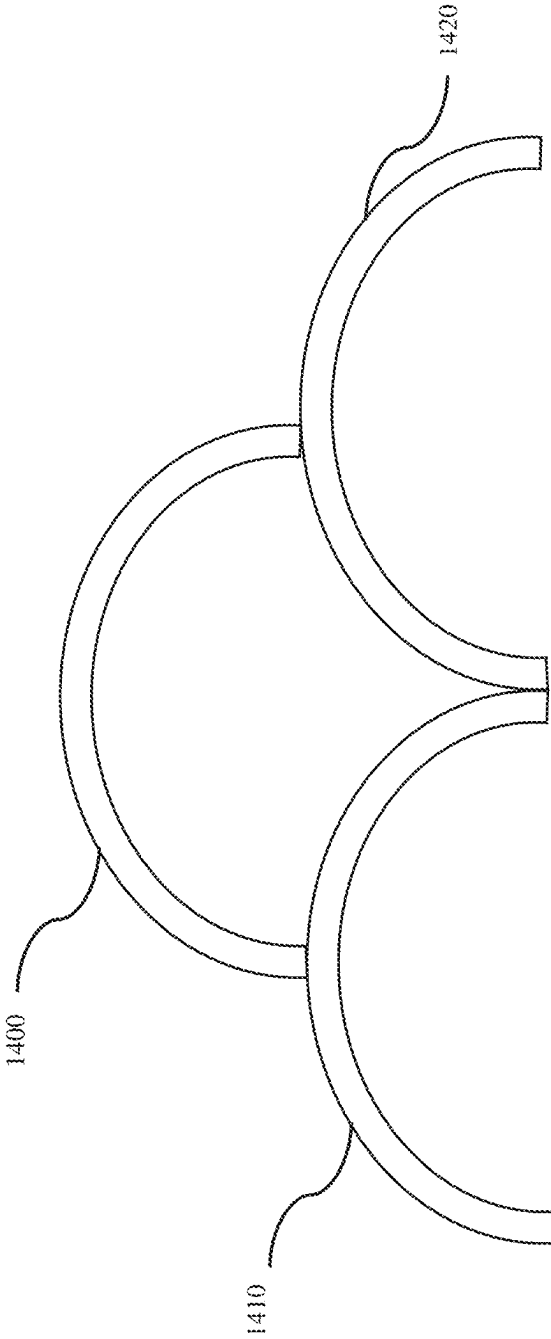


FIG. 14D

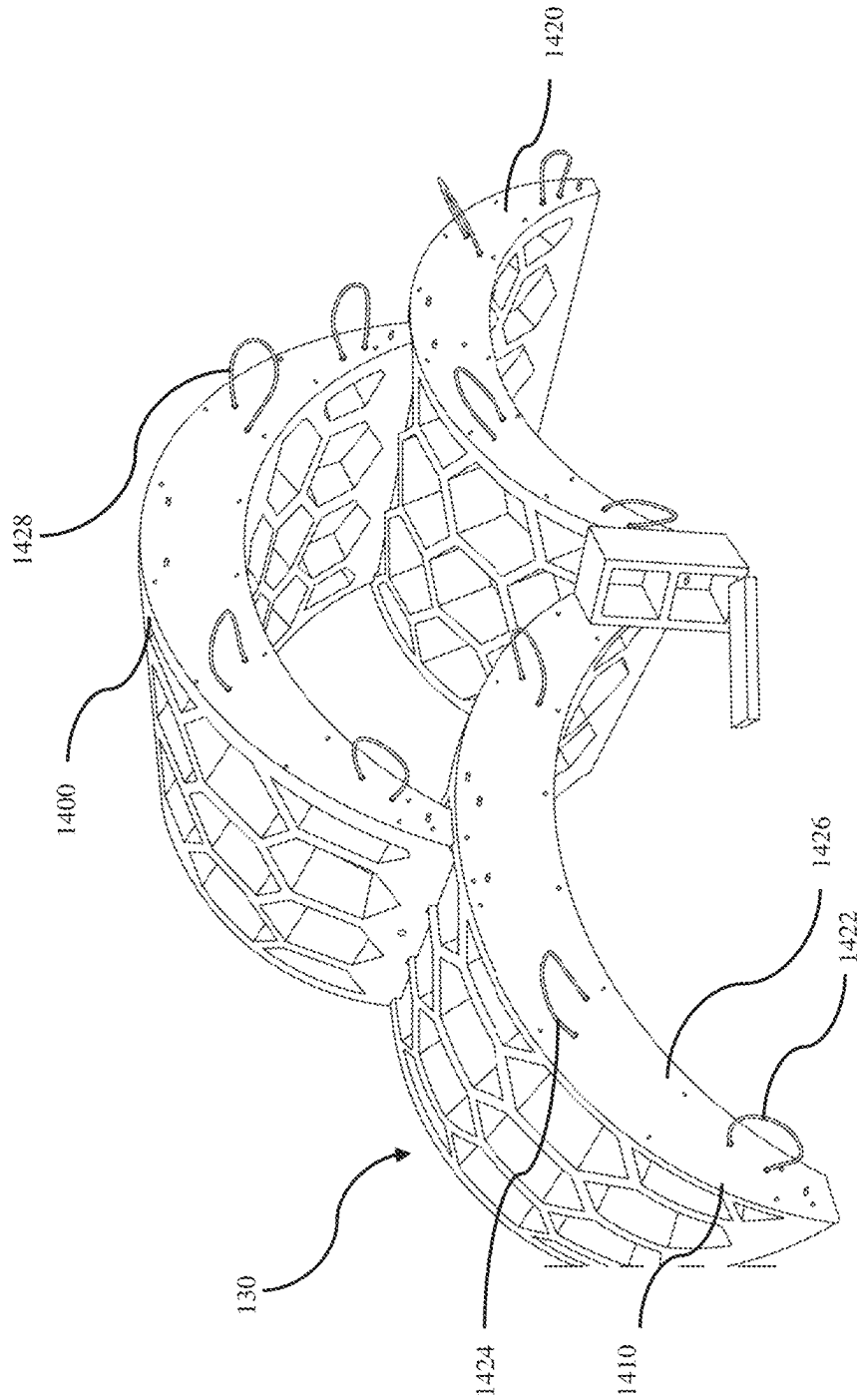


FIG. 14E

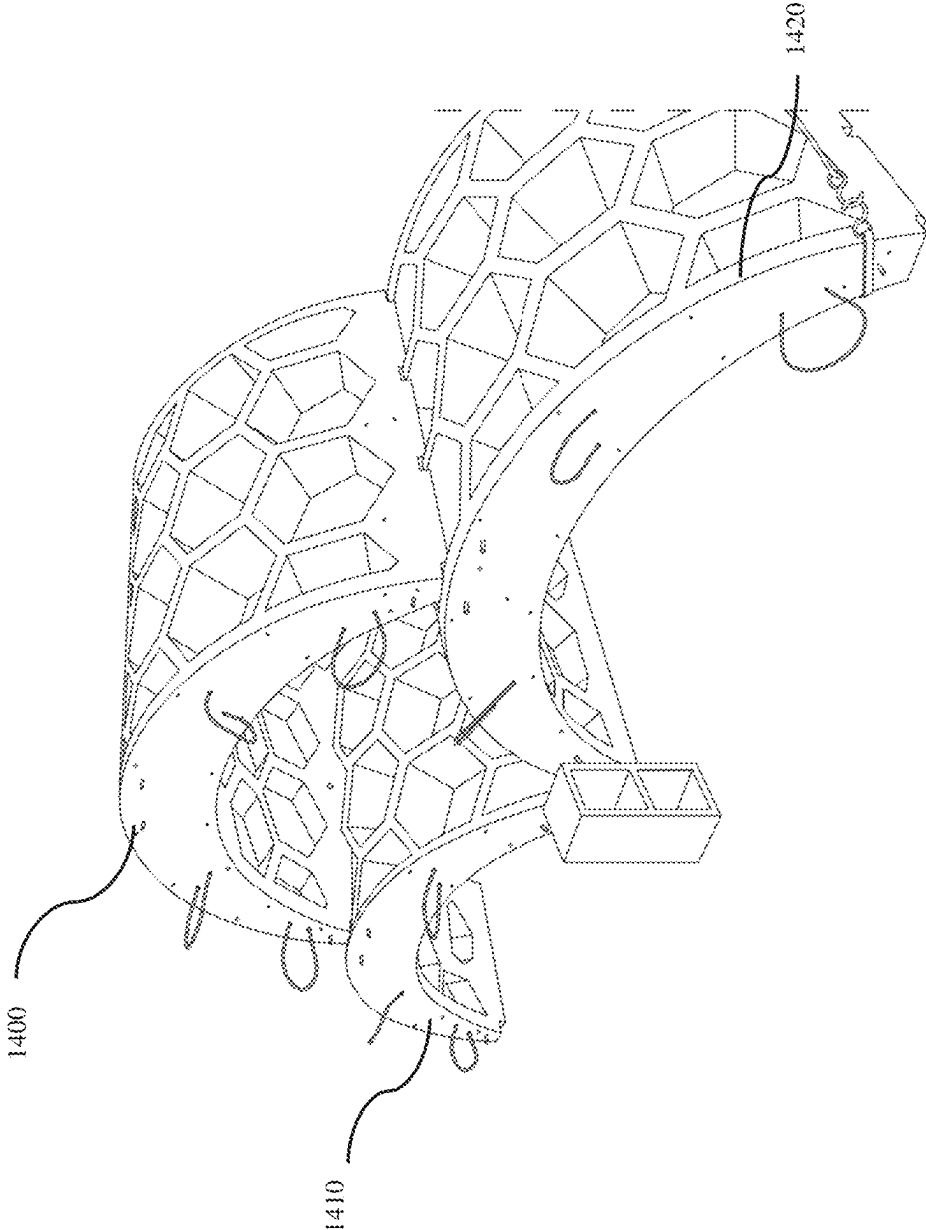


FIG. 14F

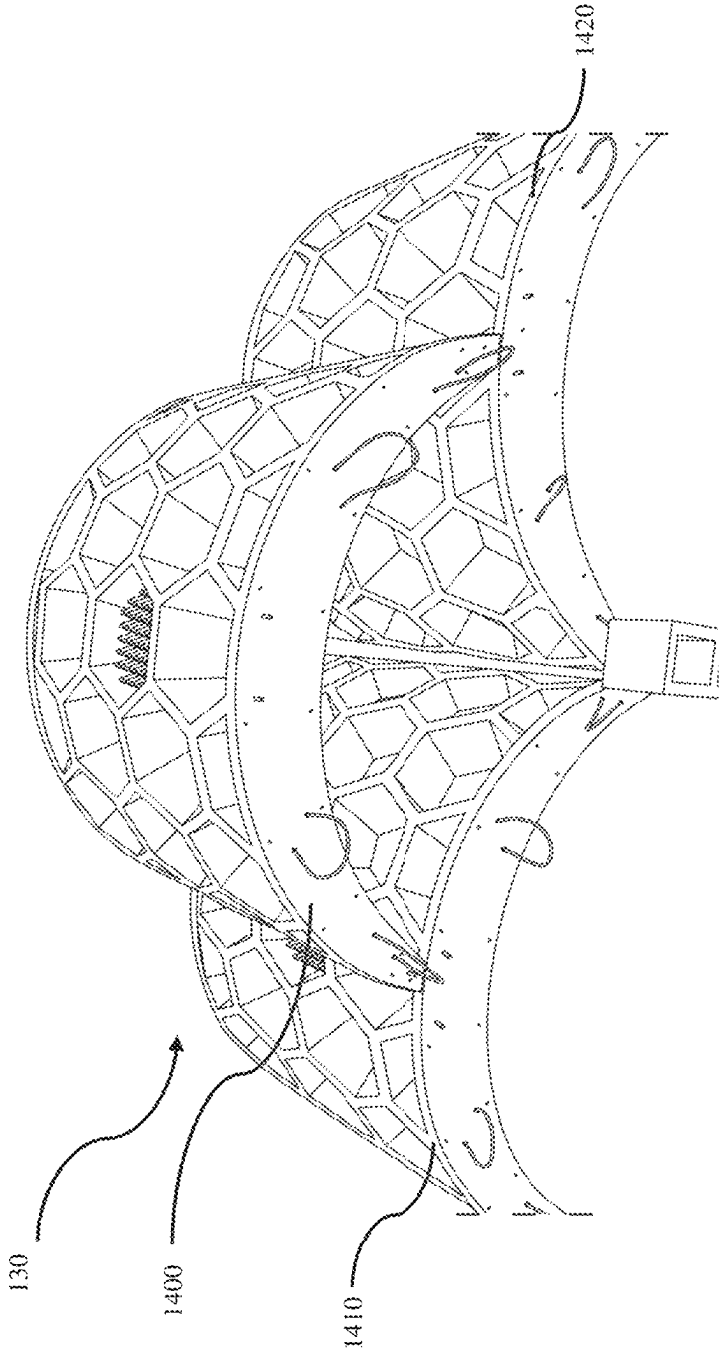


FIG. 14G

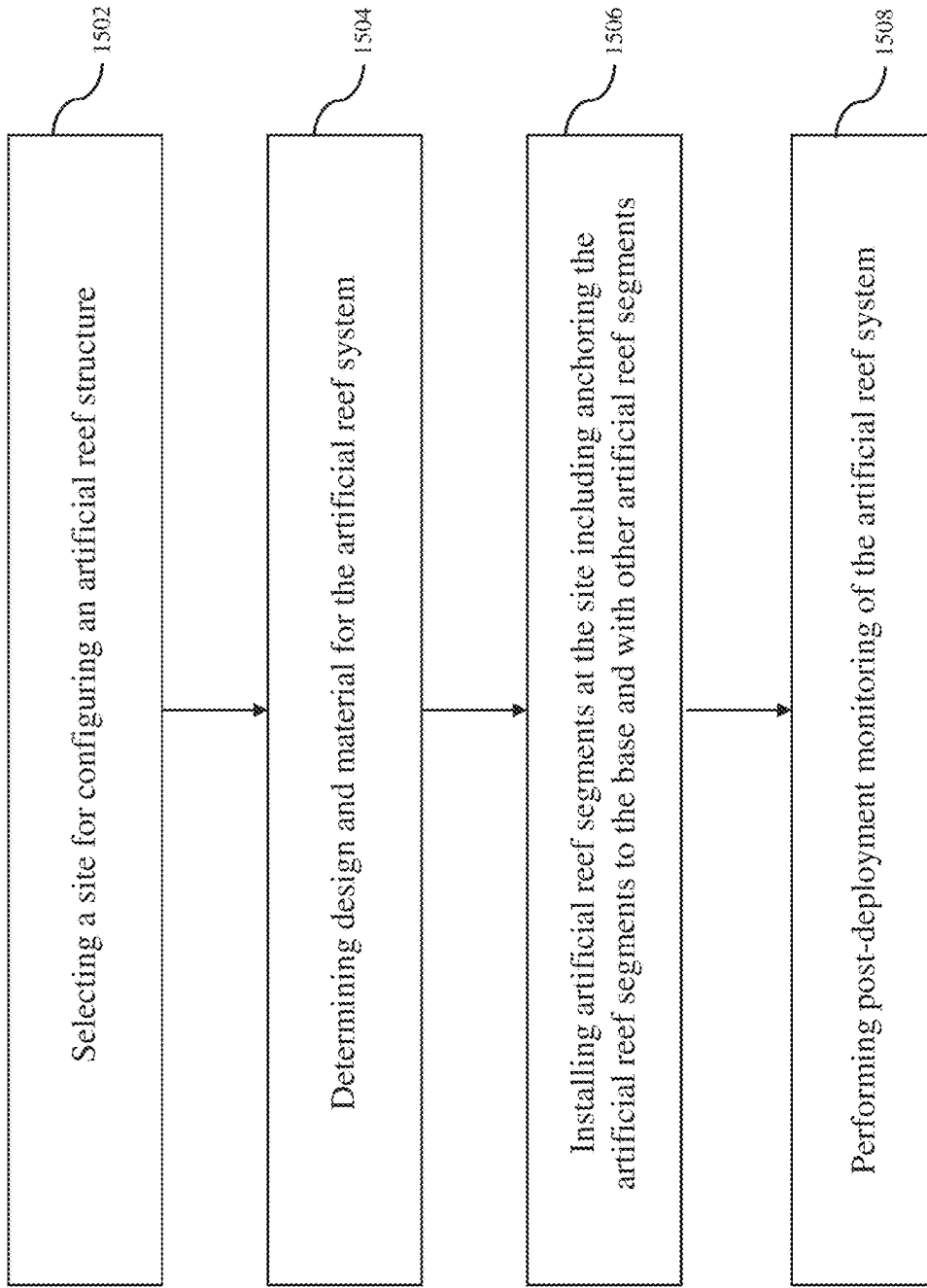


FIG. 15A

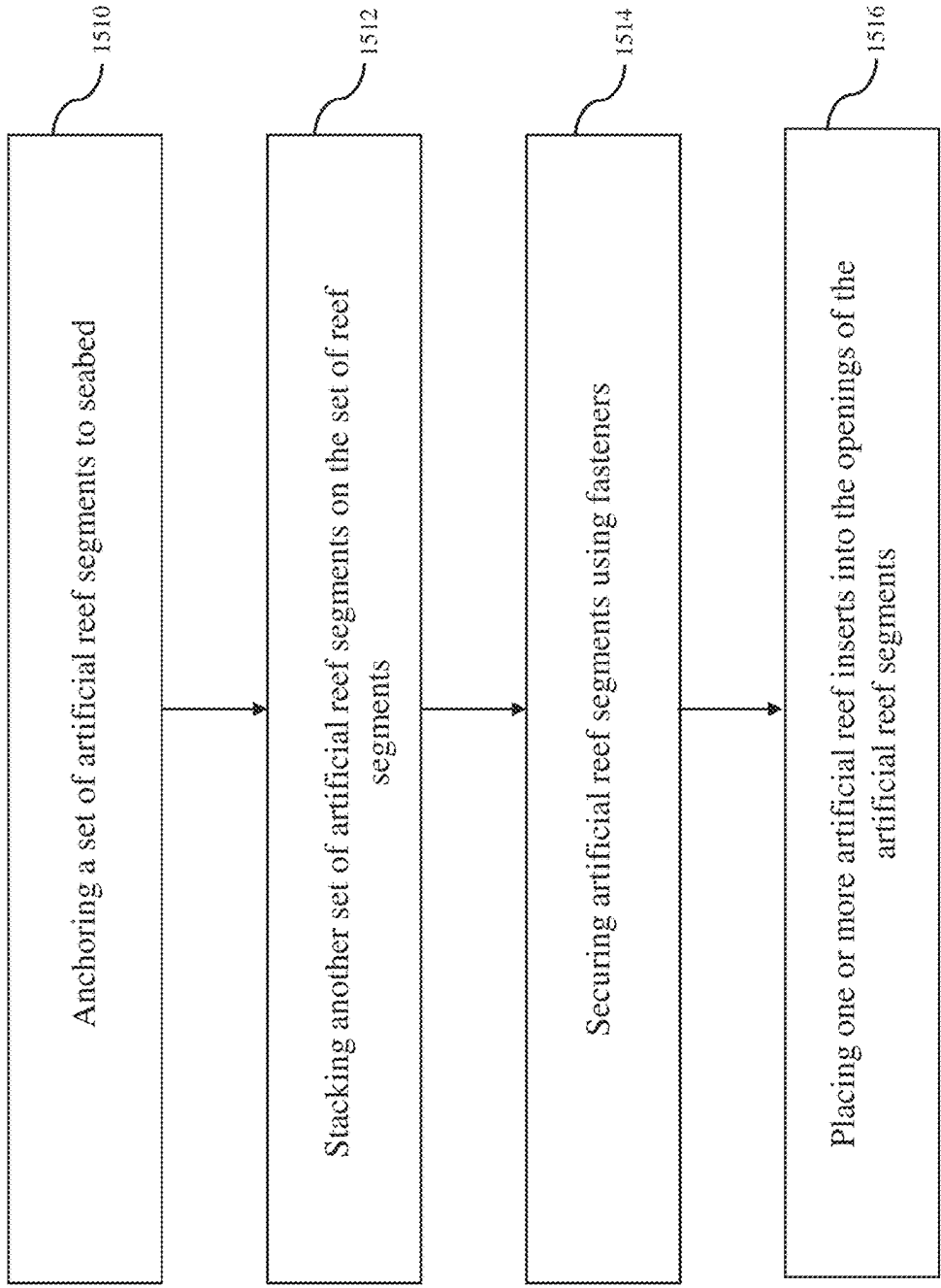


FIG. 15B

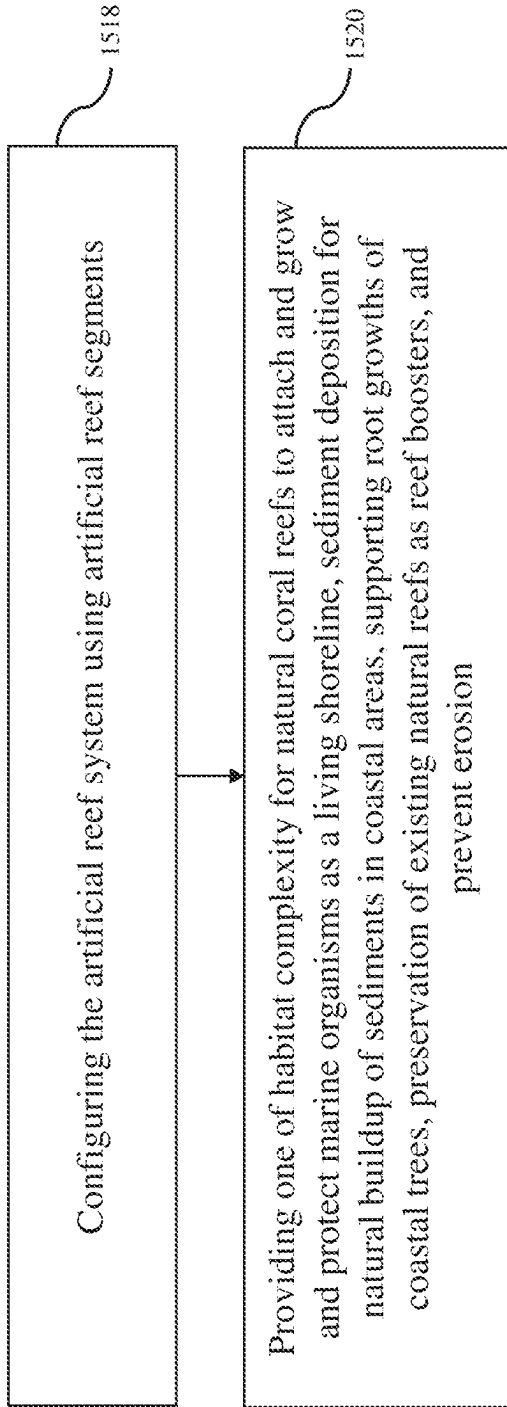


FIG. 15C

**ARTIFICIAL REEF STRUCTURE**

## REFERENCE TO RELATED APPLICATIONS

This application is a non-provisional which claims the benefit of the filing date of U.S. Provisional Application Ser. No. 63/465,937 titled “Artificial Reef Structure” and filed May 12, 2023 and the subject matter of which is incorporated herein by reference.

## CROSS-REFERENCES

Not applicable.

## TECHNICAL FIELD AND BACKGROUND OF THE INVENTION

Existing reefs face numerous issues that compromise the sustainability of the reefs. The issues include increasing levels of carbon dioxide that not only contributes to global warming but also leads to ocean acidification. Acidic waters inhibit the ability of corals to grow and survive. Industrial and agricultural waste introduce pollutants such as sediment, nutrients, and chemicals into reef environments. This pollution can damage corals, and marine life and impact marine habitat. Further, many coral reefs lack proper protection through marine reserves or protected areas. Without designated zones where fishing and other activities are regulated, reefs are more vulnerable to degradation. The degradation of the reefs pose significant risks to marine life, and preservation efforts are necessary to address these issues.

The present disclosure relates to the field of man-made marine structures (MMS), and more specifically to the field of artificial reefs. Man-made marine structures refer to any artificial structures that are placed in marine environments for various purposes such as coastal protection, navigation, resource exploitation, and environmental management. With the advent of modern engineering techniques and materials, man-made marine structures have become more sophisticated and diverse. They now include structures such as offshore oil and gas platforms, underwater tunnels, artificial islands, artificial reefs, and marine renewable energy devices. The design and construction of man-made marine structures require expertise in various engineering disciplines, including civil, mechanical, electrical, and marine architecture.

Artificial reef structures are man-made underwater structures that mimic natural reefs and are designed to enhance marine habitats, increase fish populations, protect coastal areas, and provide benefits to local communities. Artificial reefs provide a range of benefits to marine ecosystems, from providing shelter and food for fish and other marine species, to reducing pressure on natural reefs that are threatened from overfishing, climate change, and other human activities. Furthermore, artificial reefs can significantly impact the effects of wind waves and swell, wind surges, and sea waves of seismic origin (tsunamis). For example, artificial reefs can cause waves to break and change direction as they pass over leading to changes in wave height, wave energy, and wave direction.

One of the most significant effects of artificial reefs is the creation of sheltered areas behind said reef, known as a lee zone. Lee zones are protected from the full force of waves and can create a calm area for boats, swimmers, and other marine activities. In addition to lee zones, artificial reefs can provide protection to coastal areas by reducing erosion and protecting shorelines. Further benefits of artificial reefs

include greater surface area in both vertical and horizontal directions for attachment of marine organisms and promotion of healthy predator prey dynamics. The need for artificial reefs is apparent, and products have surfaced on the market. However, the prior art lacks a critical feature for connecting these artificial reefs to one another, not only for installation but for transportation of these man-made marine structures. Furthermore, much of the prior art fails to combat seabed scouring. Seabed scouring is a major challenge in the industry of artificial reefs. As a current or wave flows over or through a structure, there is some degree of erosion around that structure. This can lead to destruction of marine habitats, damage to the structure, displacement of marine species, or release of pollutants.

In addition to reef conservation, shorelines represent a critical interface between land and sea, playing a vital role in coastal ecosystems and human society. They are dynamic environments, constantly shaped by the interaction of waves, tides, and sediment. The natural features of shorelines, such as beaches, dunes, and wetlands, provide essential services including coastal protection, habitat for diverse wildlife, and recreational spaces for human activities. However, these ecosystems are increasingly threatened by human-induced changes and natural processes.

One of the primary challenges facing shorelines is erosion—a natural process exacerbated by factors such as rising sea levels due to climate change, storm surges, and human activities like construction and dredging. Erosion can lead to the loss of valuable land, damage to property, and the disruption of natural habitats. Traditional responses to shoreline erosion, such as the construction of seawalls and groins, often involve rigid structures that can actually exacerbate erosion in adjacent areas and do not provide habitat for coastal species.

In response to these challenges, the concept of “living shorelines” has emerged as a sustainable alternative. Living shorelines use natural elements, such as plants, sand, and rocks, to stabilize and protect coastal areas. This approach not only prevents erosion but also maintains, or even enhances, the natural ecosystem functions and biodiversity. Unlike hard structures that can degrade over time and require significant maintenance, living shorelines can adapt to changing conditions and become more robust as they mature.

Living shorelines typically incorporate a variety of ecological components and considerations, such as native vegetation, which stabilizes sediment and provides habitat for wildlife, oyster reefs or other natural features that buffer against wave action and provide habitat for marine species, and gradual slopes that absorb wave energy better than vertical structures. The benefits of living shorelines extend beyond erosion control. They improve water quality by filtering pollutants, offer habitats for a wide range of species, and maintain the aesthetic and recreational value of coastal areas. Moreover, living shorelines can sequester carbon, contributing to the mitigation of climate change impacts.

The implementation of living shorelines requires a careful balance of engineering, ecology, and stakeholder engagement. Each living shoreline project is unique, tailored to the specific conditions and needs of the local environment. This approach represents a shift towards more sustainable and environmentally friendly coastal management, recognizing the importance of working with natural processes to protect and enhance our shorelines.

As a result, there exists a need for improvements over the prior art and more particularly for a more efficient artificial reef system having a plurality of segments that may inter-

lock without transferring destructive loads for stabilizing soil for accretion and retention of coastal water soil and for providing a water barrier, breakwater, and artificial habitation for marine life.

#### BRIEF SUMMARY OF THE INVENTION

An artificial reef system for stabilizing soil for accretion and retention of coastal water soil and for providing a water barrier, breakwater, and artificial habitation for marine life is disclosed. This Summary is provided to introduce a selection of disclosed concepts in a simplified form that are further described below in the Detailed Description including the drawings provided. This Summary is not intended to identify key features or essential features of the claimed subject matter. Nor is this Summary intended to be used to limit the claimed subject matter's scope.

In one embodiment, an artificial reef system for stabilizing soil for accretion and retention of coastal water soil is disclosed. The system comprises a plurality of artificial reef segments, where each segments comprises a homogenous curved frame structure having a vertex section, an outer curved surface and an inner curved surface, a plurality of openings extending through the homogenous curved frame structure from the outer curved surface to the inner curved surface, a plurality of frame segments and each frame segment is defined by a portion of the outer curved surface adjacent to one of the plurality of openings, and a plurality of cutouts disposed along a terminating end of each artificial reef segment. This frame structure allows sunlight to reach within the structure and water flow to circulate plant and animal material promoting coral growth.

In one embodiment, an artificial reef configuration is disclosed having a first reef segment arranged on top of a second reef segment and a third reef segment in such a way that the cutouts of the first reef segment receive at least one of the pluralities of frame segments of the second reef segment and the third reef segment. This configuration, being modular, strengthens each reef segment to resist wave action in a fashion that is exponentially compounding. This modular system is conducted in such a way that the segments may be arranged in a corrugated fashion to produce internal turbulence and wave diffusion/destructive wave pattern. A transport configuration is also disclosed including a first reef segment stacked on top of a second reef segment such that the vertex section the first artificial reef segment is adjacent to the vertex section of the second artificial reef segment. This invention allows for open water circulation and light penetration promoting spat recruitment and oyster development while encouraging the growth of healthy phototrophic organisms.

Additional aspects of the disclosed embodiment will be set forth in part in the description which follows, and in part will be obvious from the description, or may be learned by practice of the disclosed embodiments. The aspects of the disclosed embodiments will be realized and attained by means of the elements and combinations particularly pointed out in the appended claims. It is to be understood that both the foregoing general description and the following detailed description are exemplary and explanatory only and are not restrictive of the disclosed embodiments, as claimed.

#### BRIEF DESCRIPTION OF THE DRAWINGS

The accompanying drawings, which are incorporated in and constitute part of this specification, illustrate embodiments of the disclosure and together with the description,

explain the principles of the disclosed embodiments. The embodiments illustrated herein are presently preferred, it being understood, however, that the disclosure is not limited to the precise arrangements and instrumentalities shown, wherein:

FIG. 1 is a front isometric view of a first artificial reef segment, according to an example embodiment;

FIG. 2 is an isometric view of an artificial reef configuration having three artificial reef segments connected to one another;

FIG. 3 is an isometric view of a transport configuration having three artificial reef segments stacked upon one another;

FIG. 4 is an isometric view of the artificial reef system arranged in a zigzag pattern in reef configuration, according to an example embodiment;

FIG. 5 is a front view of a portion of one of plurality of frame segments, according to a first example embodiment; and

FIG. 6 is a front view of a portion of one of plurality of frame segments, according to a second example embodiment.

FIG. 7 is a close up view of a portion of a first artificial reef structure connected to a portion of a second artificial reef structure, according to an example embodiment;

FIG. 8 is an isometric view of the artificial reef system arranged in a zigzag pattern in reef configuration, according to a second example embodiment;

FIG. 9 is an isometric view of the artificial reef system arranged in a zigzag pattern in reef configuration, according to a third example embodiment;

FIGS. 10A, 10B, 10C, 10D, 10E and 10F illustrate various views of reef inserts disposed within openings of artificial reef segment, according to an example embodiment;

FIGS. 11A, 11B, 11C, 11D and 11E are various schematic views of reef inserts, according to an example embodiment;

FIGS. 12A, 12B, 12C, 12D, 12E and 12F are schematic sectional views of an opening of the artificial reef segment, according to an example embodiment;

FIGS. 13A and 13B are top schematic views of reef inserts positioned inside an opening of an artificial reef segment, according to an example embodiment;

FIGS. 14A, 14B and 14D are schematic views of artificial reef segments, according to an example embodiment;

FIGS. 14C, 14E, 14F, and 14G are images of a configuration of artificial reef segments, according to an example embodiment; and

FIGS. 15A, 15B and 15C are block flow diagrams for configuring artificial reef structure, according to an example embodiment.

In the context of the present disclosure, it is understood that the figures provided are drawn to scale. This aspect is fundamental in accurately conveying the design and dimensions of the artificial reef segment and its system. The scaled figures offer a precise representation, essential for those involved in manufacturing, implementation, and scientific evaluation of the system. That said, it is further understood that other embodiments, proportions, and dimensions may exist that fall within the spirit and scope of the disclosure. While the figures are presented to scale for clarity and precision, they do not limit the extent of the concepts and innovations encompassed by the disclosure. Variations in design, size, and configuration that adhere to the underlying

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principles and functionalities of the artificial reef system are considered to be within the ambit of this disclosure.

#### DETAILED DESCRIPTION

The following detailed description refers to the accompanying drawings. Whenever possible, the same reference numbers are used in the drawings and the following description to refer to the same or similar elements. While disclosed embodiments may be described, modifications, adaptations, and other implementations are possible. For example, substitutions, additions, or modifications may be made to the elements illustrated in the drawings, and the methods described herein may be modified by substituting reordering or adding additional stages or components to the disclosed methods and devices. Accordingly, the following detailed description does not limit the disclosed embodiments. Instead, the proper scope of the disclosed embodiments is defined by the appended claims.

The disclosed embodiments improve upon the problems with the prior art by providing an artificial reef system for stabilizing soil for accretion and retention of coastal water soil and for providing a water barrier, breakwater, and artificial habitation for marine life. The disclosed system includes an artificial reef configuration allowing each reef arch structure to be stacked or connected to one another creating a dense and complex reef shape and system. Furthermore, the disclosed system includes a transportation configuration allowing each artificial reef segment to be easily stacked and stored on top of one another, saving space and transportation resources for the user. In the transport configuration, a first artificial reef segment substantially abuts a majority of the outer curved surface of a second artificial reef segment. The disclosed embodiments provide a zigzag pattern of the artificial reef segments that improves water circulation by creating areas of eddies and turbulence. This turbulence helps to oxygenate the water and improve nutrient distribution for growth of coral and other organisms.

The disclosed embodiments improve upon the prior art by providing simplified configuration of reef inserts and artificial reef segments having secure attachment, preventing the inserts from shifting or becoming dislodged over time. The design of the artificial reef segments makes it easier to insert and position reef inserts within the openings during the installation process. The disclosed embodiments provide additional surfaces provided by these inserts to serve as attachment points for marine organisms, promoting the settlement of coral, algae, and other fauna. The increase in surface area provides increased biodiversity and ecological functionality within the artificial reef system. The disclosed embodiments boost natural coral reefs by providing an additional substrate for coral larvae to attach and grow. The disclosed embodiments can create new habitats that can mimic the conditions suitable for coral settlement and development, expanding the available living space for marine organisms. Such artificial reef segments promote biodiversity by providing shelter and feeding grounds for a variety of marine species. These structures attract fish, invertebrates, and other organisms, contributing to a more diverse and resilient ecosystem. This increased biodiversity contributes to the overall health and resilience of living shorelines, creating a balanced ecosystem with ecological interactions that benefit both flora and fauna.

The presence of artificial reef structures can facilitate sediment deposition, contributing to the natural buildup of sediments in coastal areas. This is important for maintaining the topography of living shorelines and supporting the

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growth of vegetation. The disclosed embodiments improve upon the prior art by providing steel attachments such as rods that partly protrude out from side surface of the artificial reef segments. These steel attachments facilitate in lifting the reef segments during placement or transport of the reef segments and for securing the reef segments to other reef segments for reef structure. Additionally, the disclosed embodiments improve upon the prior art by providing openings pattern on the artificial reef segments to accommodate the natural growth patterns of mangrove roots, providing a supportive structure. The disclosed artificial reef segments provide protection to mangrove roots against erosion and physical disturbances.

The artificial reef segment, along with the system comprising multiple segments, embodies a significant leap forward in the field of oceanic and environmental conservation, addressing a broad spectrum of ecological challenges. As a living shoreline, these segments offer superior coastal protection compared to conventional methods. They enable the integration of natural elements like mangrove roots, creating a resilient barrier against coastal erosion and storm surges while fostering diverse marine habitats. When functioning as a standalone artificial reef, the segments mimic natural reef structures, providing complex habitats tailored to various marine species. This capability is a marked improvement over traditional artificial reefs, as it allows for greater adaptability and reconfiguration to suit changing environmental and species needs.

As a reef booster, the segments enhance the health and resilience of existing reef ecosystems. They provide additional surface areas for coral out planting, aiding in reef recovery and offering habitats for reef-dwelling species. This role is particularly vital in the context of protecting fragile ecosystems from physical damages due to human activities or natural events.

One of the key improvements of these segments over existing technologies lies in their adaptability. The ability to customize the reef structure with various inserts allows for specific environmental and species considerations, addressing a wide range of oceanic and environmental conservation needs. This adaptability is crucial for targeted interventions in diverse marine environments. Additionally, the design of these segments facilitates easier installation and maintenance, enhancing the efficiency of reef restoration and conservation projects. This not only reduces the resources and time required but also makes it a more practical option for large-scale environmental initiatives.

Furthermore, the structural integrity and durability of these segments promise long-term ecological benefits, positioning them as a sustainable solution in marine conservation. Altogether, the artificial reef segment system represents a comprehensive and versatile tool in the preservation and enhancement of marine environments, be it as part of a living shoreline, as an independent artificial reef, or as a booster to existing reef ecosystems.

Referring now to the Figures, FIGS. 1-6 represent an artificial reef system **100** for stabilizing soil for accretion and retention of coastal water soil and for providing a water barrier, breakwater, and artificial habitation for marine life. The artificial reef system includes a plurality of artificial reef segments. Each reef segment comprises a homogenous curved frame structure **110**, a plurality of openings **130** extending through the curved frame structure, a plurality of frame segments **140**, and a plurality of cutouts **145**. As shown in FIG. 1, this particular design combats the issue of seabed scouring such that its leading edge is a low profile open face allowing for redirection of currents with minimal

destructive Eddie spawning. This design greatly improves upon the prior art by increasing the longevity and security of the structure once placed on the sea bed. As disclosed herein, the artificial reef segment has an integrated structure. In certain embodiments, the artificial reef segment may comprise multiple components that are joined or coupled together. For example, the reef segment may have two side walls (curved structure) and a central frame having the openings. The two side walls, and the central frame may be assembled by coupling with each other to form the artificial reef segment. The components may be combined using mechanical fasteners, such as nuts, or bolts. In another example, the components may be combined using sliding rail type attachment where the central frame has extended tabs on both sides and the two side walls have grooves to receive the extended tab.

FIG. 1 represents a first artificial reef segment **160**. The homogenous curved frame structure **110** includes a vertex section **115**, an outer curved surface **120**, and an inner curved surface **125**. In the present embodiment the frame structure has a side cross-sectional shape of an arch. The homogenous frame structure may be described as a load bearing structure composed of interconnected members of the same material providing stability, strength, and uniform appearance. The homogenous frame structure normally has symmetrical geometry or uniform structure making them easier to analyze and design. Because the frame structure is made of the same materials having the same material properties and cross-sectional shape, the behavior of the structure can be predicted more accurately when designing for specific loads and conditions. Another benefit of having homogenous frame structures is reduced maintenance. Because the members of the homogenous frame have the same properties, they should wear at the same rate, reducing the need for maintenance and repair.

The vertex section **115** or apex section may be defined as the portion of the frame structure where the curve of the frame structure changes from sloping upward to sloping downward. Also known as the apex or top portion of the arch. In the example embodiments, shown in FIGS. 1-4, the vertex section is rounded at the highest point of the homogenous frame structure. In other embodiments, the vertex may appear differently. For example, in other embodiments the vertex section may plateau forming a planar surface along the highest point of the frame structure. In other embodiments, the vertex may come to a rigid point. It is also possible for the frame structure to have multiple vertices of varied sizes and shapes.

The outer curved surface **120** of the frame structure may be defined as the outermost portion of the structure following a continuous path forming a curve. In some embodiments, the outer curved surface may be textured and rough facilitating the attachment of marine organisms. Similarly, the inner curved surface **125** may be defined as the part of the structure facing inward towards the center of the structure following the same or a different curved path of the outer curved surface. The inner and outer curved surface may be defined by a mathematical function or equation taking on different shapes from simple curves such as circles or ellipses to more complex curves like parabolas. The curvature of each curved surface may vary in magnitude or may be identical to each other. The outer curved surface **120** and inner curved surface **125** may be formed by the same material as the frame structure or may be formed from a different material with different texture or properties. Each artificial reef segment is homogenous such that it comprises a uniform structure and same material. The material used for

the artificial reef segment may be reinforced, or have other materials embedded within or combinations of materials. Examples of such material may include, Concrete reinforced with fibers such as glass, polypropylene, or steel, Stainless Steel Structures, Fiber-Reinforced Polymers (FRP), Reinforced Plastics, and reinforced marine-grade concrete, Metal Matrix Composites (MMCs). In some embodiments, the homogenous curved frame structure **110** may be created from materials such as concrete, limestone, metal, rock, organic materials such as bamboo, artificial reef modules, and acrylic polymer and alumina trihydrate (ATH), derived from bauxite ore. In other embodiments, the system may be comprised of a uniform material, meaning that the entire structure is composed of the same substance throughout. This uniformity ensures consistent properties such as strength, durability, and resistance to environmental factors across the entire segment or insert. The concrete material may be made using recycled materials such as crushed glass, fly ash, or slag. This reduces the demand for new materials and helps to recycle waste. In an embodiment, the material used for the homogenous curved frame structure may be eco-friendly polymers that are specifically designed to be environmentally friendly. These polymers can be used to create artificial reef segments that mimic natural coral structure. The manufacturing processes used to create these frame structures may include extrusions, molding, casting, welding, punching, folding, 3D printing, CNC machining, etc. The frame structures may be formed from a single piece of material, or several individual pieces joined or coupled together. However, other materials and manufacturing processes may also be used and are within the spirit and the scope of the present invention.

In the fabrication of the reef arch segment and its inserts, the employment of CSA (Calcium Sulfoaluminate) concrete represents an improvement over materials traditionally used in such applications. CSA concrete distinguishes itself through its rapid setting time and high early strength, which are especially advantageous in the marine setting where quick stabilization of structures is imperative. This rapid development of strength ensures that the reef structures can withstand the dynamic and often harsh oceanic conditions soon after installation. In contrast to conventional Portland cement, CSA concrete has a reduced environmental impact due to its lower limestone content and decreased energy requirements for production. This aspect aligns with the growing emphasis on environmental sustainability in material selection. Furthermore, CSA concrete's enhanced resistance to sulfate attack—a prevalent challenge in marine environments ensures greater durability and longevity of the reef segments and inserts. Its adaptability to marine conditions, combined with its environmental benefits, positions CSA concrete as a significant advancement over prior art in the construction of artificial reef systems.

In the artificial reef structure, the materials of the inserts may differ from the main material of the reef segment. This allows for creating a mosaic of inserts, where each insert may be made from different materials, throughout the reef structure. The inserts within the artificial reef segments can be designed as a mosaic, representing a multifaceted and integrative approach to habitat creation. In this context, a mosaic refers to an assembly of different inserts, each comprising different shapes, structures, and/or materials, each forming a distinct piece of the overall system. This diverse composition allows each insert to provide unique environmental conditions suitable for various marine species.

The variation in materials is strategically chosen to cater to specific requirements of different marine organisms, enhancing the habitat's ecological value. Some materials might be selected for their ability to support the growth of specific species or for their textural properties that suit certain marine life better, thereby fostering a rich and varied underwater ecosystem. In certain embodiments of the artificial reef system, in addition to the improvement of the differing material composition the inserts, another improvement involves a single insert comprising different materials in segmented sections, each tailored to support diverse symbiotic species growth. This multifaceted insert structure exhibits a significant advancement over prior art in artificial reef technologies, primarily due to its enhanced ecological functionality and habitat diversity.

Each segment of the insert, distinct in its material composition, may be specifically designed to create unique microhabitats within the reef system. For example, one segment may utilize a porous material like bio-concrete, conducive to the growth of certain coral or algae species, while another segment might be made from a smoother material like recycled plastic, suitable for species preferring less abrasive surfaces. This diversity in material composition within a single insert allows for the simultaneous support of a range of marine species, each with unique environmental needs, thereby fostering a more dynamic and symbiotic marine ecosystem. Similarly, one entire insert may be a porous material whereas another insert located on a separate part of the system may be a smooth material.

This material variability within the system addresses a key limitation of conventional artificial reef systems and/or inserts, which often employ a uniform material composition, thereby limiting the range of species that can be supported. The innovation lies in the ability to create a mosaic of habitats within a single insert, thereby maximizing the ecological potential of the reef system. The varied material composition also potentially affects the local water chemistry and physical conditions, further contributing to the ecological complexity and health of the reef environment and not only enhances the structural complexity and biological diversity of the artificial reef system but also represents a more versatile and effective solution for marine conservation and reef restoration efforts. The ability to accommodate diverse marine life in a single insert structure significantly surpasses the capabilities of traditional artificial reef designs, marking a substantial improvement in the field.

The plurality of artificial reef segments also includes a plurality of openings **130** which extend through the homogeneous curved frame structure from the outer curved surface to the inner curved surface. In FIGS. **1-3**, the openings comprise a hexagonal cross-sectional opening and are placed adjacent to one another spanning across the whole structure creating a grid-like surface. These openings may provide new habitats and shelter for a variety of marine life, increasing the diversity of marine species in the area. The openings may also allow for water flow helping to increase the circulation of oxygen, nutrients, and other essential elements that support the growth of marine life. In the example embodiments shown, such as FIG. **1**, there are three openings lined up next to one another spanning from one end of the frame structure to the other. These openings cover the whole artificial reef segment. Whereas, in other embodiments, the openings may be shaped, sized, or spaced differently. For example, in a different example embodiment, the openings may appear circular and may only be placed along the vertex of the structure. As disclosed herein, the openings are shown to have hexagonal cross-sectional open-

ing, it may be understood that other cross-sectional shapes of the openings having more than six sides, such as heptagon, octagon, nonagon, decagon are also covered within the scope of the present invention.

The artificial reef segment, featuring a plurality of openings and/or hexagonal channels, incorporates a well-considered approach to ensure safety for both marine and human life. This approach is exemplified through the utilization of inserts, which serve to modify the openings in areas identified as higher risk.

For human safety, particularly in areas where divers and swimmers are common, the potential for entanglement is a critical concern. The reef segment addresses this by employing inserts, further detailed herein, that can either partially or fully close off these openings. The deployment of a hierarchical structure of openings, with inserts of different sizes and/or having openings of different sizes, allows for the precise adjustment of opening sizes. Some inserts are designed without openings, creating a smooth, flush surface with the segment's outer surface, effectively eliminating any gaps in areas where human interaction is likely.

Concerning marine life, particularly larger species such as juvenile turtles, manatees, and dolphins, the structure provides a safe environment. The customizable nature of the inserts ensures that while the openings are sufficiently large to allow these animals an escape route if they inadvertently swim into them, they also remain small enough to offer a haven from larger predators. This careful balancing act is essential in providing a secure habitat for diverse marine species.

The flexibility in the size and configuration of the openings, afforded by the varied inserts, allows the artificial reef segment to adapt to specific environmental and safety requirements. This feature underscores the segment's ability to offer ecological benefits while simultaneously prioritizing the safety of the marine ecosystem and its human visitors.

The plurality of artificial reef segments further includes a plurality of frame segments **140** where each frame segment is defined by a portion of the outer curved surface adjacent to one of the plurality of openings. The purpose of these frame segments is to function as an attaching element such that a first artificial reef segment **160** may interlock with a second artificial reef segment **165**, as shown in FIG. **2**. Each frame segment is sized to interlock with the openings of a second artificial reef segment. Each frame segment **140** includes a height **182** and a length **180** (as illustrated in FIGS. **5-6**). The outer portions **181** (illustrated in FIGS. **5** and **6**) of the frame segments are configured to fit snugly with the openings by use of force, also known as press fitting or interference fitting. As noted above, in the artificial reef configuration, the interlocking section is disposed in between two cutouts of the first artificial reef segment, and is received by the opening of the second artificial reef segment. These fittings are achieved by the normal force acting on the outer portions of the frame segments by the inner portions of the openings, and the normal force acting on the inner portions of the openings by the outer portions of the frame segments. Further embodiments are shown and described below in FIG. **5** and FIG. **6**.

A frame segment, in the context of the artificial reef structure or similar construction, can be described as a fundamental component that forms part of the boundary or wall of an opening within the overall structure. Essentially, it acts as a supporting element that defines and maintains the shape and integrity of each opening.

In the structure of the artificial reef segment, each frame segment serves a dual purpose. Firstly, it contributes to the

physical framework that outlines an individual opening, helping to create and maintain its specific shape, whether that be circular, hexagonal, or any other geometric form. This is crucial in determining the size and contours of the space through which water, nutrients, and smaller marine organisms can flow, as well as providing surfaces for marine life to adhere to and inhabit.

Secondly, and equally importantly, each frame segment plays a role in the overall stability and robustness of the reef segment. When multiple frame segments are combined, they form a cohesive and interconnected network that adds strength and resilience to the entire reef structure. This interconnectedness allows the structure to withstand the dynamic forces of the marine environment, such as water currents and the physical impact of marine life.

Thus, in the larger context of the artificial reef segment, frame segments are not just individual entities but integral parts of a larger, cohesive structure. They work in unison to provide both the physical form and the structural integrity necessary for the artificial reef to function effectively in its ecological role.

The plurality of artificial reef segments further includes a plurality of cutouts **145** disposed along a terminating end **150** of each artificial reef segment. The terminating end may be defined as the farthest end from the vertex of the segment. In a symmetrical embodiment such as the example embodiments shown, there are two terminating ends. In some embodiments, such as FIG. 1, these cutouts may be sized to fit the portion of material **131** between each hexagonal cross-sectional opening such that the cutout may be inserted onto the portion of material **131** forming a snug fit, as shown with reference to portions **172**, **173** and **174** in FIG. 2. In other embodiments, the cutouts may be angled differently applying different pressures to the openings when in contact. It would be noted that the terms hexagonal opening and hexagonal cross-sectional opening are used interchangeably in the disclosed embodiment and refer to the openings **130**.

The described cutout on the bottom portion of a reef segment is a specialized feature designed to facilitate the modular assembly of an artificial reef structure. This cutout is essentially a void or an intentionally left-out space, shaped and sized to precisely accommodate a frame segment from another reef segment. Its primary purpose is to enable the interlocking or attachment of multiple reef segments, thereby creating a larger, cohesive artificial reef structure.

The configuration of this cutout is critical for ensuring a secure and stable connection between adjoining reef segments. It must be shaped to correspond exactly to the dimensions and contours of the frame segment it is intended to receive. This precision ensures that, when a frame segment from another reef segment is inserted into the cutout, it fits snugly and securely, minimizing any movement or misalignment.

This interlocking mechanism provided by the cutout and the corresponding frame segment is a key aspect of the reef segment's design. It allows for the easy and efficient assembly of larger reef structures from individual segments. Once connected, the segments collectively contribute to the structural integrity and functional effectiveness of the overall artificial reef.

Furthermore, this design feature facilitates flexibility in the construction and layout of the reef. By enabling segments to be securely attached to one another, the overall shape and size of the artificial reef can be customized according to specific environmental needs or conservation goals. This modularity is particularly beneficial in reef

restoration projects, where the artificial reef needs to adapt to varying seafloor topographies and ecological conditions.

FIG. 2 depicts an artificial reef configuration **155**. The artificial reef configuration includes a first artificial reef segment **160** arranged on top of a second artificial reef segment **165** and a third artificial reef segment **170** such that at least one interlocking section is disposed where cutouts of the first artificial reef segments receive at least one of the plurality of frame segments of the second artificial reef segments and at least one of the plurality of frame segments of the third artificial reef segment. In an example, two or more artificial reef segments may be arranged on top of a third artificial reef segment by interlocking the two artificial reef segments on the third reef segment. By having each reef segment interlock with one another, the strength and stability of the reef increases providing a safe and protected environment for marine life. Dependent on the purpose or use of the artificial reef system, the quantity of reef segments may vary. For example, if the intended use of the system is to act as a submerged breakwater, the user may require a large number of segments creating a large system of artificial reefs. If the intended use is to support marine growth in an already inhabited area, then the system may only require a few artificial reef segments. A detailed view of how these artificial reef segments interlock with one another is shown in FIG. 7.

FIG. 3 depicts a transport configuration **175** having the first artificial reef segment **160** stacked on the second artificial reef segment **165** such that the first artificial reef segment's vertex section **176** is adjacent to the second artificial reef segment's vertex section **177**. Further, multiple artificial reef segments may be stacked in a side by side manner as shown in FIG. 3. For example, the artificial reef segments **302**, **304**, **306**, **308**, **310**, **312**, **314**, and **316** are stacked in the side-by-side manner for transporting. This configuration provides several benefits when transporting the artificial reef system. These benefits may include maximizing use of available space in transportation vehicles, increasing amount of cargo that may be transported in a single trip, stabilizing structure reducing risk of damage, reducing transportation costs, etc. When in transport configuration, a majority of the inner curved surface of the first artificial reef segment abuts a majority of the outer curved surface of the second artificial reef segment. In the transport configuration, the inner curved surface of the first artificial reef segment substantially abuts a majority of the outer curved surface of the second artificial reef segment, as shown in FIG. 3. In an example, the first artificial reef segment is stacked on the second artificial reef segment such that the vertex section the first artificial reef segment is adjacent to the vertex section of the second artificial reef segment. As shown in FIG. 3, in the transport configuration, a first artificial reef segment substantially abuts a majority of the outer curved surface of a second artificial reef segment.

FIG. 4 depicts the artificial reef system **100** comprising a zigzag pattern **190** defined by the plurality of artificial reef segments in the artificial reef configuration. This pattern is extremely beneficial for withstanding and mitigating wave energy. Because each reef segment is connected to form an assembly, the power of a wave cannot destroy any individual arches. The wave energy is reduced as the wave moves through the assembly, but the assembly only realizes the impact of a wave a small amount at a time. Wave attenuation can help protect the shoreline from erosion and damage caused by strong waves and currents. This zigzag pattern can also improve water circulation by creating areas of eddies and turbulence. This turbulence helps to oxygenate the water

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and improve nutrient distribution, benefiting marine life and promoting the growth of coral and other organisms. This will promote the exchange of water between protected areas and the open ocean helping to maintain a healthy marine ecosystem. As mentioned above, this pattern requires a plurality of artificial reef segments to be connected using frame segments and openings of each artificial reef segment.

Additionally, the zigzag pattern creates more surface area compared to a linear or clustered arrangements. This increased surface area provides more attachment points for marine organisms to settle and grow, enhancing biodiversity and promoting the establishment of a thriving ecosystem. The zigzag pattern can help dissipate wave energy, reducing the impact of strong currents and waves on the reef structure. This can help protect the reef from erosion and damage, ensuring its longevity and stability. The interlocking nature of the zigzag pattern provides increased structural stability to the artificial reef. The segments reinforce each other, reducing the risk of collapse or shifting due to external forces such as currents or storms.

In the contemplated design of the artificial reef system, the strategic arrangement of reef segments in a zig-zag pattern is employed to effectively dissipate wave energy. This configuration, distinct from linear alignments, capitalizes on the angular positioning of each segment to redirect and spread the force of incoming waves across a broader area, thereby diminishing their erosive potential. The zig-zag pattern inherently increases the surface area of interaction between the structure and the water, enhancing the system's capacity to absorb and mitigate wave energy. This design consideration not only contributes to the structural integrity of the artificial reef under various oceanic conditions but also plays a significant role in coastal protection, reducing the impact of waves on shorelines. Additionally, from an ecological standpoint, the zig-zag arrangement creates a diverse range of microhabitats within the reef structure, catering to different marine species and thus augmenting the biodiversity supported by the reef. The specific angular placement of the segments within this configuration is crucial for achieving the desired balance between wave dissipation, structural stability, and ecological functionality, underscoring the innovative nature of this artificial reef system design.

FIG. 5 represents a first example embodiment of a plurality of frame segments **140** where each frame segment is rectangularly shaped having a length **180** where length **180** is measured as the distance between the outer portions **181** of a single frame segment (**140**). Length **180** is also equal to the inner measurement of a single opening (shown in FIG. 1). Having frame segment **140** being the same length as the inner measurement of an opening allows the frame segment to fit securely in the opening. In other embodiments, length **180** may be slightly larger than the inner measurement requiring an interference fit as mentioned above.

FIG. 6 is a second example embodiment of a plurality of frame segments **140** having different shaped frame segments. In this embodiment, the frame segments have the same length **180**, measured as the distance between the outer portions **181** so that the frame segments may still fit snugly inside an opening of another artificial reef segment. In this embodiment, the frame segments have removed material from the inner portion of the frame segment leaving negative space in the rectangular segment. This example embodiment reduces the amount of material used and still allows for the interlocking of a frame segment and an opening.

In other embodiments, the frame segments may include a different fastening mechanism. For example, the outer por-

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tion **181** of the frame segments may include a ball spring plunger. Ball spring plungers work by applying controlled force and pressure in a specific direction. In this example, the ball or pressure mechanism would be applying pressure to the inside wall of the opening maintaining consistent pressure to keep the two artificial reef segments connected. In an embodiment, the two artificial reef segments may be connected via cylindrical pins that are pressed into the negative space in the rectangular segment, creating a tight and secure fit. The two artificial reef segments can be designed with interlocking tabs that fit into corresponding slots or grooves, creating a snug fit when assembled. In other embodiments, the frame segments may include a more permanent type of fastener such as screws or bolts. In some embodiments the user may prefer each artificial reef segment to be easily detachable in case of an overwhelming force applied to a group of artificial reefs segments oriented in artificial reef configuration **155**, in this case the interlocking portion may not be as strong as a connection with permanent fasteners.

FIG. 8 and FIG. 9 depict the artificial reef system **100** comprising a zigzag pattern **190** defined by the plurality of artificial reef segments in the artificial reef configuration. As mentioned before in FIG. 4, utilizing a pattern such as zigzag significantly aides the structure when faced with great forces such as strong wave energy. As a wave approaches the artificial reef configuration in zig zag pattern, the first point of contact is the first line segments **185**. These artificial reef segments will dissipate the wave energy. As the wave continues forward, it will reach the second line segments **186**. The first point of contact will be the peaks of the zigzag pattern. As the wave energy is forced upon these peaks, the energy will flow through each artificial reef segment in pattern dissipating at every segment. In comparison to a linear configuration, the zigzag configuration is more effective and reliable due to its behavior as an assembly only realizing the impact of a wave a little at a time. However, other configurations or patterns may also be used with the artificial reef system and is within the spirit and the scope of the present invention.

In an embodiment, the artificial reef system comprises artificial reef inserts configured for being retained within the plurality of openings of the artificial reef segments. The reef inserts are specialized structures or modules designed to fit and be secured within the openings of artificial reef segments. In an example, the reef inserts may be retained by removably fitting inside the openings of the reef segments. The artificial reef inserts may be reinforced and/or further secured within the opening using adhesive to prevent uplifting of the reef inserts. The adhesives may be water resistant and corrosion resistant, such as marine epoxy resins, polyurethane marine sealants, marine silicone sealants. The openings have depth, and the reef inserts are placed within the depth of the openings.

The artificial reef inserts within the reef system are equipped with pyramidal-shaped protrusions, which serve a crucial role in protecting marine life from predators. The unique pyramidal shape of these protrusions is instrumental in deterring various predators, including different sizes of crabs, by creating a physically challenging terrain that hinders their access to smaller, vulnerable organisms. This geometric design is effective in providing a safer environment for these smaller marine species to thrive.

Additionally, the protrusions on the inserts vary in size, which is essential for supporting a hierarchical ecosystem within the insert. This variation allows for different sizes and types of marine life to find suitable habitats. Smaller por-

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trusions offer refuge to tiny species, while the larger ones can accommodate bigger organisms, fostering a diverse and balanced marine ecosystem.

The design of the inserts also includes strategically placed openings that facilitate water flow. These openings are crucial as they allow the circulation of water through the insert, ensuring that essential nutrients and small organisms can flow through, which is vital for the sustenance and growth of marine life attached to the inserts. The water flow also helps in maintaining optimal water quality and temperature conditions around the reef structure.

Overall, the combination of the protective pyramidal protrusions, varied habitat spaces due to different protrusion sizes, and the inclusion of openings for water flow enhances the ecological functionality of the artificial reef inserts. These features collectively contribute to the effectiveness of the reef system in supporting a diverse and thriving marine ecosystem, aiding in both the restoration and conservation of reef environments.

The artificial reef inserts also play a pivotal role in facilitating coral out planting and oyster growth. The pyramidal protrusions on the inserts, varying in size, provide an ideal substrate for coral out planting. The increased surface area of the pyramidal structures having multiple wings offer multiple attachment points for young coral fragments, which is essential for their initial establishment and growth. The varied sizes and shapes of the protrusions cater to different coral species, accommodating their specific growth patterns and size requirements. This design feature ensures that a variety of coral species can be successfully out planted and nurtured on the inserts, contributing to the biodiversity and resilience of the reef system.

In addition to supporting coral growth, the artificial reef inserts are conducive to oyster colonization. Oysters require sturdy and complex surfaces for attachment, and the textured surface of the inserts, especially the pyramidal protrusions, provides an ideal environment for oyster larvae to settle and grow. The presence of oysters on these inserts is particularly beneficial as they are natural water filterers, thus contributing to the overall health of the marine ecosystem by improving water quality. The strategic placement of reef segments offshore, yet within proximity to coastal areas, is aimed at facilitating oyster recruitment. By positioning these segments in locations that are accessible to oyster larvae, yet sufficiently offshore to avoid direct human impact and coastal disturbances, the reef structure provides an optimal environment for oyster colonization and growth. The proximity to shore ensures that the segments are within the range of natural oyster larvae dispersal, which is crucial for the successful establishment and development of oyster populations. This arrangement not only contributes to the restoration and conservation of oyster habitats but also enhances the ecological benefits of the reef segments, such as water filtration and shoreline protection, provided by a thriving oyster population. The careful consideration of location in relation to oyster recruitment demonstrates a thoughtful approach to maximizing the ecological impact of the artificial reef system.

The openings in the inserts facilitate the flow of water, which is crucial for both coral and oyster development. This water flow brings in essential nutrients and oxygen, while also allowing for the passage of small organisms that form part of the food chain. For corals, the flow of water helps in the removal of waste products and delivers phytoplankton and other microscopic food sources. For oysters, the water flow ensures a steady supply of plankton, their primary food source.

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Additionally, for instance, the reef inserts may be made from an environmentally friendly materials, such as textured ceramic tiles or specially designed habitat structures and are fitted into the openings of artificial reef segments to create a more intricate and habitat rich environment for marine life, including invertebrate and other lifeforms and provides protection from a plurality of predators. The structure provides hiding spots and shelters where smaller fish and invertebrates can take refuge, making it more challenging for predators to locate and capture them. The reef inserts retained within the openings of artificial reef segments operate by adding complexity and diversity to the reef structure. The additional surfaces provided by these inserts serve as attachment points for marine organisms, promoting the settlement of coral, algae, and other fauna. This, in turn, contributes to increased biodiversity and ecological functionality within the artificial reef system.

FIGS. 10A, 10B, 10C and 10D illustrate the reef inserts **1002**, **1004**, **1006**, **1008**, **1010**, and **1012** are inserted within the respective openings **130** of the artificial reef segments. As shown, the reef inserts may have different shapes, such as hierarchical webbings, star pattern, inserts with pyramidal protrusions. In the figures, the reef inserts **1002** and **1004** have star pattern, the reef inserts **1006**, **1008** have hierarchical webbings, and the reef inserts **1010** and **1012** have pyramidal protrusions. In an example, the reef inserts **1002** and **1004** are the rear side of the reef inserts **1010** and **1012**. The pyramidal protrusions have structures that extend from the base of the reef insert towards the opening of the reef insert partially along the depth of the opening and have substantially pyramidal shape, as shown with reference to FIGS. 11A, 11B, 11C, 11D and 11E. Each of the reef inserts have a base structure **1102** and pyramidal structures that protrude from the base structure having a first side and a second side. The objective of such a structure is to provide more surface area and a denser structure for the marine organisms to attach and grow. In an example, the base structure is configured for providing water flow from the first side of the base structure to the second side of the base structure.

FIG. 11B shows a top schematic view of an insert with pyramidal protrusions. The pyramidal protrusions also have wing structures that protrude from these pyramid protrusions to provide a complex dense structure having an increased surface area of the pyramidal protrusions. As shown, the reef insert has the base structure **1102** on which the pyramidal structures are set, also referred to as the first side of the reef insert. The pyramidal protrusions have substantially pyramidal shape as noted above. FIG. 11C illustrates a sectional view of the insert with pyramidal protrusions along a plane AA shown in FIG. 11B. The reef insert has a plurality of first elongated protrusions extending upward from the first side of the base structure, wherein each of a plurality of first elongated protrusions define a first length  $L_1$ , and a plurality of second elongated protrusions extending upward from the first side of the base, wherein each of a plurality of second elongated protrusions define a second length  $L_2$ , wherein the second length is less than the first length. Further, the reef insert has an apex defining by a terminating end of each of the plurality of first protrusions and second protrusions and at least one wing extending along each of the plurality of first protrusions and second protrusions.

As shown, the reef insert has apex **1104** for each of the pyramidal protrusions, first protrusions **1106**, **1108** and second protrusions **1110**, **1112**, **1114** and **1116**, and wings **1118**, **1120** on the pyramidal protrusions. Each of the first and second protrusions have a substantially pyramidal

shape. In an example, one pyramidal protrusion can have two or more wings. The first protrusions **1108** extend upward from a first side of the base structure, and each first protrusion has a first length  $L_1$  as shown in FIG. **11C**. The second protrusions **1110**, **1112**, **1114** and **1116** extend upwards from the first side of the base, and each second protrusion define a second length  $L_2$ , and the second length  $L_2$  is less than the first length  $L_1$ . The apex is defined by a terminating end of each of the first protrusions and the second protrusions. The wing extends along the lengths of each of the first protrusions and the second protrusions from the apex to the base portion. These wings on the same protrusion are separated by a distance and provide additional surface area of the reef inserts in the artificial reef segments for the organisms to attach and grow. The wings contribute to habitat complexity and provide extra barrier for protection from predators and contributes in providing a water barrier, breakwater, and artificial habitation. The wings contribute to coral out planting, as noted above. The concept of habitat complexity refers to the variety in the arrangement of physical structures and features within an environment that contains a diverse range of elements. These elements include shelters, substrates, vegetation, and various physical structures, all of which contribute to creating a three-dimensional and intricate living space. This complexity is essential for providing different niches and resources that support a diverse array of species, fostering rich biodiversity and ecological interactions within the habitat. Such habitat complexity enhances the overall biodiversity and ecological dynamics of a particular habitat. As disclosed herein there are two types of protrusions such as the first protrusions and the second protrusions, it is understood that the design and structure of the insert more have more protrusions of a length other than  $L_1$  and  $L_2$  to have a denser and complex layout and provide more surface area.

FIG. **11D** is the bottom view of the reef insert shown in FIG. **11A**. The reef insert has the base **1122** also referred to as the second side and a number of openings distributed across the surface of the reef insert, such as the openings **1124**, **1126**, and **1128**. In another embodiment, the reef insert of FIG. **11A** has a different design of the base, as shown in the bottom view of the insert in FIG. **11E**. The holes **1125** correspond to the apex of the first protrusions, the holes **1127** correspond to the apex of the second protrusions and the holes **1129** illustrate the wings of the first protrusions from bottom view.

The artificial reef system is designed with versatility in mind, allowing for different configurations of its components to suit varying ecological and structural needs. In one embodiment, the insert is a separate, removable segment that can be precisely positioned within the overall reef structure. This removable design offers flexibility, enabling adjustments or replacements of the insert as required by environmental conditions or specific conservation goals. It allows for easy maintenance and adaptation of the reef structure to evolving marine life needs.

In other embodiments, the reef segment may be manufactured with an insert already embedded within an opening. In this design, the insert and the surrounding reef structure form a uniform, homogenous entity. This can be achieved through a molding process, where both the insert and the reef segment are cast together, resulting in a seamless integration of the two components. This unified structure offers enhanced stability and durability, as there are no separate parts that could potentially shift or detach under marine conditions. The homogenous design also ensures a consistent texture and surface across the entire reef segment,

which can be beneficial for certain types of marine life that require uniform habitats. Such a manufacturing approach simplifies the installation process and ensures a cohesive structure that is well-suited for long-term ecological support and marine habitat creation.

As shown in FIGS. **10C** and **10D**, the openings **130** can have different types of reef inserts within the openings of an artificial reef segment. For example, the openings may have three-dimensional web-like structure **1014** and **1016** and star pattern reef inserts **1002** and **1004** within the openings of the same artificial reef segment. FIG. **10E** illustrates a top view of the reef inserts having three-dimensional web-like structure. A three-dimensional web-like structure refers to an arrangement where multiple interconnected frame segments come together to form a complex network of openings. These openings can vary in size and shape, creating a hierarchical structure of spaces. The interconnected nature of the frame segments means that each segment contributes to the overall stability and shape of the entire structure, much like the strands of a spider's web interlace to form a cohesive whole.

In this context, the term 'three-dimensional' emphasizes that the structure extends in all spatial directions-length, width, and height-rather than being flat or two-dimensional. This quality allows for a more intricate and spatially complex design, offering a greater variety of niches and habitats, particularly useful in applications like artificial reefs or architectural designs where spatial complexity is desirable.

The hierarchical nature of the openings in this structure refers to the varying sizes of the spaces created by the frame segments. This can mean larger openings are supported by broader frame segments, while smaller, more intricate openings are formed by finer interconnections. Such a design allows for a wide range of uses and can cater to different requirements, whether they be for specific species in an ecological context or particular functional needs in architectural or engineering projects.

The three-dimensional web-like structure is configured for providing a complex spatial arrangement for enhancing habitat complexity and water flow. The complex spatial arrangement enhances overall biodiversity and ecological dynamics of a particular habitat. In an embodiment, the three-dimensional web-like structure comprises a base structure having a first side and a second side, plurality of secondary openings being of a smaller size than the plurality of openings of the artificial reef segment. The secondary openings are configured for providing water flow from a first side of the base structure to a second side of the base structure. As shown, the openings **1018**, and **1020** represent the secondary openings that are smaller than the size of the opening **130** of the artificial reef segment. The structure has arms **1022**, also referred to as a frame segment, that are in contact with the inner wall **1024** of the opening.

In another embodiment, as shown in FIG. **10F**, the reef inserts may define a pattern within the structure, such as the three-dimensional web-like structure **1016** defined inside the secondary opening **1018** of the three-dimensional web-like structure **1014**, and a star pattern of the reef insert **1026** define within the secondary opening **1018** of the three-dimensional web-like structure **1016**. Such a structure defines a plurality of tertiary openings, such as the opening **1028** of the three-dimensional web-like structure **1016** or the openings in the star pattern of the reef insert **1026**, within the secondary opening **1018** of the plurality of openings thereby creating a hierarchical openings within the artificial reef insert and is also referred to as hierarchical webbings. In an example, the secondary openings are smaller than the plu-

rality of openings and larger than the tertiary openings. The hierarchical openings are uniform and have secondary openings and tertiary openings provide additional support and reinforcement to the secondary openings of reef inserts. This helps to maintain the structural integrity of the reef and prevents collapse or shifting of materials over time. The structure increases the complexity of the habitat. This allows for a greater variety of microhabitats and niches, attracting a wider range of marine organisms. Such reef structures provides a substrate for the attachment of marine organisms such as corals, sponges, and algae. This promotes the colonization of the reef by a diverse array of species, leading to increased biodiversity and ecological productivity and creates sheltered areas within the reef, providing protection for juvenile fish and other small marine organisms. This helps to support the growth and survival of young organisms, contributing to the overall health of the ecosystem.

FIGS. 12A, 12B are schematic sectional views of the openings 130 of the artificial reef segment. In an example, the opening 130 has a tapered structure having inner wall 1030 of the opening gradually narrow or converge toward the back of the opening defines a channel. The openings are to receive and attach reef inserts, such as the reef insert 1002 within the channel. In one embodiment, the reef inserts may be press-fitted into the channel to snugly fit into the reef segments. The reef inserts may have friction fit inserts and the reef inserts are designed to fit tightly into the openings through friction, creating a secure and stable attachment without additional fasteners. In other embodiment, the reef inserts have features that interlock with corresponding structures inside the opening, providing a strong and stable connection, such as a puzzle-piece-like structures on the inserts that fit into complementary cutouts within the opening. In another example, the reef inserts may have be coupled to the walls of the openings based on a stop mechanism, such as threaded components that can be screwed or twisted into matching threads within the opening or any other mechanical fasteners such as bolts, nuts or pins. In another embodiment, the reef inserts have components designed to snap securely into place within the opening or have magnetic attachment, providing a quick and reliable attachment. The reef inserts may have snap-fit tabs or hooks on the inserts that latch onto corresponding features inside the opening. In certain examples, the reef inserts may be inserted using pressure fit, or sliding track or rail mechanism. As noted above, the reef inserts are secured within the opening using marine-friendly adhesives, bonding the insert to the reef structure. This may include epoxy, marine sealants, or other adhesive materials applied to the contact surfaces of the reef insert and the opening.

As shown, the separation between opposite walls or the diameter at the back or lowest point is  $d$  and the distance between the opposite walls near the front side of the opening is  $D$ . The diameter  $D$  is proximate to where the opening meets the outer curved surface of the artificial reef segment and is referred to as the first diameter. The first diameter  $D$  is proximate to where the opening meets the inner curved surface of the artificial reef segment and is referred to as the second diameter herein. In an example, due to the tapered design, the distance between the opposite walls at the front of the opening gradually reduces towards the back of the opening. The first diameter  $D$  is greater than the second diameter  $d$  of the opening.

The artificial reef segment, featuring hexagonal-shaped openings, leverages this geometric configuration to enhance its structural integrity. The hexagonal shape is known for its efficiency in distributing stress and strain across the struc-

ture, a principle widely observed in nature and engineering. In the context of the artificial reef, these hexagonal openings contribute to a more uniform distribution of mechanical forces exerted by water currents and waves. This uniform stress distribution is crucial for maintaining the segment's stability and durability under various marine conditions.

When these hexagonal openings are tapered, with a design that narrows from the outermost surface to the inner surface, this feature further reinforces the structural aspect of the reef segment. The tapering creates a channel-like effect, which not only contributes to the overall strength of the structure but also enhances its ability to withstand the dynamic marine environment. The tapered design aids in reducing the direct impact of forces, such as strong underwater currents and wave action, by channeling and dissipating these forces more effectively throughout the structure.

Additionally, the hexagonal arrangement and the tapered channels play a significant role in breaking up wave energy. When waves encounter the artificial reef segment, the hexagonal and tapered structure disrupts the wave's energy, causing it to be diffused and dissipated over a larger area. This is particularly important for the protection of marine life and the conservation of reefs and living shorelines. By reducing the power and impact of waves, the artificial reef provides a calmer and more stable environment for marine organisms, including corals and fish. This stability is essential for their growth and survival, as excessive wave force can cause physical damage to delicate marine species and disrupt their natural habitats.

Furthermore, the reduction in wave energy contributes to the preservation of existing natural reefs and living shorelines. By acting as a buffer, the artificial reef segment mitigates coastal erosion and protects the shoreline from the damaging effects of strong waves and storm surges. This is vital for maintaining the integrity of coastal ecosystems and for the long-term sustainability of the shorelines that are crucial for both ecological balance and human activities.

Additionally, the tapered channel design within the artificial reef segment plays a crucial role in the efficient fitting and retention of multiple inserts. The channels, which narrow from the outermost surface towards the inner surface, create a conical shape that is ideally suited for holding the inserts snugly in place. This tapering ensures that as an insert is positioned within the channel, it fits more tightly and securely the further it is inserted, providing a stable and secure fit. The incorporation of multiple inserts stacked within a tapered channel presents a unique structural feature. This configuration allows for the sequential placement of inserts, each conforming to the tapering geometry of the channel, thereby ensuring a secure and precise fit. The layered arrangement of these inserts within the channel is critical for several reasons.

Firstly, this stacking technique provides enhanced habitat complexity within the reef segment. Different layers can be tailored with varying characteristics, such as surface texture or material composition, to suit diverse marine species and ecological needs. This multifaceted approach to habitat creation offers a significant improvement in fostering biodiversity compared to more uniform, single-layer designs.

Additionally, the capacity to stack multiple inserts in a tapered channel allows for greater customization and adaptability of the reef segment. Depending on the specific environmental requirements or conservation objectives, inserts can be selectively added, removed, or replaced, affording a high degree of flexibility in the configuration of the reef structure.

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Furthermore, from a structural standpoint, the snug fitting of inserts within the tapered channel contributes to the overall stability and durability of the reef segment. The tapered design ensures that each successive insert is firmly secured, enhancing the segment's ability to withstand marine environmental forces such as currents and wave action.

The design of these tapered channels simplifies the process of installing the inserts. The wider opening at the outermost surface allows for easy initial placement of the inserts, while the narrowing channel naturally guides and positions the insert as it is pushed inward. This feature is particularly beneficial in ensuring that the inserts are correctly and securely positioned within the reef structure, minimizing the risk of misalignment or displacement under marine conditions.

Furthermore, the snug fit provided by the tapered channels is essential for the long-term stability of the inserts within the artificial reef segment. Once in place, the inserts are less likely to move or dislodge, even in the presence of strong currents or wave action. This stability is vital for the overall effectiveness of the reef system, ensuring that the inserts remain in their intended positions to provide continuous ecological benefits, such as supporting coral growth and offering protection to marine life.

The reef insert may be positioned at different heights within the opening based on the diameter of the reef inserts. The diameter of the reef inserts are also referred to as a third diameter. In certain embodiments, the third diameter is sized to fit within a channel defined by a tapered portion of the first opening such that the artificial reef insert is retained within the channel. For example the reef insert may be positioned in the middle of the opening as depicted in FIG. 12A. In another embodiment, as shown in FIG. 12B, the reef insert may be positioned towards the top of the opening closer to the front end of the opening to create a flush surface. The reef insert in such a configuration aligns seamlessly with the surrounding structure, resulting in a smooth and level surface. The flush surface encourages a smoother flow of water over the reef structure and minimizes drag and water turbulence over the reef structure. This reduces stress on the artificial reef in dynamic marine environments, promoting stability and longevity. The smooth and flush surface provides an ideal substrate for encrusting organisms, such as corals, sponges, and algae. These organisms can attach and grow across the surface, contributing to the development of a diverse and thriving ecosystem.

In another embodiment, FIGS. 12D and 12E illustrate the side views of the artificial reef segment having the reef insert, such as the insert with pyramidal protrusions, when the reef insert is placed towards the top of the opening 130. As shown, the protrusions 1104, 1108 extend out from the opening 130 in FIG. 12D from a portion 1220 of the artificial reef segment in a side sectional view. FIG. 12E shows the protrusions, for instance protrusion 1106 extending out of the opening 130 from the portion 1230 of the artificial reef segment. Such protrusions extending out the opening can mimic natural features, such as rocks or coral branches, creating a more complex and habitat-rich environment within the artificial reef. This complexity attracts a greater diversity of marine life, including fish, invertebrates, and algae. The protrusions create additional shelter spaces for fish and other marine organisms. These features may serve as ideal locations for fish to seek refuge from predators or as spawning sites, contributing to the reproductive success of certain marine species.

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In another embodiment, two or three reef inserts may be disposed within the same opening at a distance from each other. FIG. 12C shows three reef inserts 1002, 1006 and 1008 positioned within the same opening for increased surface area and density of structure provided for marine organisms to attach and grow. The two or three inserts can be of the same type or can be of different types depending on the surface area and the density of structure required. For example, the top two reef inserts can be three-dimensional web like structures and the third reef insert may be pyramidal protrusion. The two or three inserts in one opening allows for efficient use of space within the artificial reef segment and enhance the resilience of the artificial reef to disturbances. If one insert is damaged or dislodged, the other two inserts may continue to provide habitat and support the ecosystem. In another example, the reef inserts may have structure having a base with no openings and are used as fillers. When disposed within the opening 130, the reef inserts close the opening 130 of the artificial reef segment.

FIG. 12F shows the interlocking portions 1202 and 1204 where one reef segment 1206 is affixed with another reef segment 1208. For ease of explanation, a hexagonal structure 1210 of the reef segment 1208 is illustrated. As noted above, the frame segment 1206 is sized to interlock with the openings of the artificial reef segment 1208, with reference to FIGS. 5 and 6. Each frame segment includes a height 182 and a length 180. The outer portions 181 (illustrated in FIGS. 5, 6 and 12F) of the frame segments are configured to fit snugly with the openings by use of force, also known as press fitting or interference fitting. The artificial reef segments includes a plurality of cutouts 145 disposed along the terminating end 150 of each artificial reef segment. The cutouts are designed and sized to fit the portion 1212 between each hexagonal opening such that the cutout may be inserted onto the portion 1212 forming a snug fit. In some embodiments, the cutouts may be angled differently applying different pressures to the openings when in contact. The precise fit of the cutouts ensures a snug connection, reducing the risk of movement caused by water currents or external forces. Such interlocking allows stacking of reef segments on top of each other and attaching in a side by side manner. The connected segments distribute loads and stresses more uniformly, making the artificial reef less susceptible to breakage or failure. The interlocking design simplifies the installation process. Aligning and connecting the reef segments becomes more straightforward compared to other connection methods.

As noted above, the reef inserts may have same shape as the openings of the artificial reef segment. For instance, the artificial reef insert comprises an insert perimeter designed to correspond with the opening perimeter of the opening such that the shape and structure of the perimeter of the reef insert matches with the perimeter of the opening. The reef inserts engage with the plurality of openings of the artificial reef segment, where the artificial reef insert of the plurality of artificial reef inserts is disposed within a first opening of the plurality of openings. The artificial reef insert comprises an insert perimeter designed to correspond with an opening perimeter of the first opening at the outer curved surface of the artificial reef segment such that the at least one artificial reef insert is securely fit within the first opening. As noted above, the reef inserts have a third diameter sized to fit within a channel defined by a tapered portion of the first opening such that the artificial reef insert is retained within the channel. For example, the reef inserts 1002, 1004, 1006 and 1008 have a hexagonal shape to be disposed within the hexagonal opening of the reef segment. In this configuration,

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each outer side of the reef insert abuts an inner wall of the opening, such that each inner wall of the opening is in contact with a portion of the reef insert. In other embodiments, the reef inserts may have a different shape and the outer sides of the reef insert may contact fewer inner walls of the openings. For example, in FIG. 13A, the reef insert 1302 has a rectangular shape and abuts four inner walls of the hexagonal opening instead of six inner walls. FIG. 13B shows a star shaped reef insert 1310 that abuts the vertex points (corners) of the inner walls of the opening. The gaps 1304 may allow passage of water and reduce water or current pressure on the reef inserts to maintain a uniform flow of water. The reef inserts also has holes 1306 uniformly distributed across the surface of the reef inserts.

FIG. 14A illustrates a side view of the artificial reef segment 1400 having steel attachments, such as rods protruding out from side surface of the artificial reef segments. As shown, the rods 1402, 1404, 1406, partly extend from the side face 1407 of the reef segment. As illustrated, there are five rods extending from the side face, it is understood that there may be number of rods greater than five or fewer than five covered within the scope of the invention. In an embodiment, these rods may extend across the width of the artificial reef segment and partly protrude from the other side face opposite to the side face 1407 of the artificial reef segment. The structure and shape of the rods may be rectangular or tubular, and may be angled downwards to provide an improved coupling with other artificial reef segments. In an example, the rods are made of material, such as stainless steel that is an alloy composed of iron, chromium, nickel, and other elements, and is corrosion-resistant due which protects it from rusting. Stainless steel is durable, strong, and resistant to both corrosion and staining. Other materials used for the rods may be galvanized steel coating with a layer of zinc. The rods may also be coated using epoxy coatings or polymer coatings on the steel. The material selected for the rods are rust-resistant for longevity and structural integrity of the artificial reef segments. Rusting compromises the aesthetic appeal of the reef and also leads to the formation of cracks, which affects the overall stability of the structure. The rods that partly protrude out from the side face provide an attachment point for lifting and transporting the reef segments during and after installation of the artificial reef segments. The steel structures aid in securing the reef segments to other reef segments for a particular configuration of a reef structure using the metal wires.

The reef segment 1400 also has a metal wire 1408 coupled to the rods 1404 and 1406. The metal wire 1408 is used for attaching with rods of another reef segment, such as 1420 placed beneath the reef segment 1400, as shown in FIG. 14B and FIG. 14C. In such configuration, metal wires are employed as connectors to physically link the two reef segments. The wires are typically wrapped around the rods or protrusions extending from each reef segment, creating a secure connection. The metal wires may also be used for connecting two reef segments positioned adjacent or side-by-side to each other. As shown in FIGS. 14B and 14C, the metal wire 1408 is wrapped around the rod 1412 of the reef segment 1410.

FIGS. 14D, 14E, 14F and 14G illustrate a configuration having one artificial reef segment 1400 placed on top of two adjacent reef segments 1410 and 1420 in a pyramid structure. In such configuration, the three artificial reef segments may be coupled with the metal wires with each other. FIG. 14E shows the artificial reef segment 1410 having metal wires 1422 and 1424 extending out from the side face 1426 and the artificial reef segment 1400 having the metal wire

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1428 that extends out of the side face of the artificial reef segment. As shown, there may be multiple metal wires on the side face extending out from the side face of the reef segments. The metal wires have a loop structure that facilitates coupling with rods of other reef segments. There may be other configurations of combining the three reef segments covered within the scope of the invention. Further, the configuration of three artificial reef segments may be positioned close to each other in a zig-zag pattern as shown in FIGS. 4, 8 and 9 to create the reef structure.

In an embodiment, the artificial reef segments have large openings to accommodate and support root growths of mangrove trees or other coastal trees. Openings in the reef structures may be sized and spaced to allow mangrove tree seedlings or mangrove roots to grow through. The hexagonal pattern can accommodate the natural growth patterns of mangrove roots, providing a supportive structure.

Further, in the application of the artificial reef segment as a part of a living reef, particularly in coastal environments, the openings plays a crucial role in supporting the growth and development of tree roots, such as those of mangroves. These roots, known for their ability to stabilize shorelines and provide habitats for various marine species, find an advantageous environment in and around the reef segment's structure.

The openings in the reef segment allow mangrove roots to grow through and around them, effectively intertwining with the structure. This interaction between the biological and artificial components serves multiple ecological and structural functions. Firstly, as the mangrove roots grow and extend through the openings, they become entangled with the reef segment, creating a natural binding effect. This entanglement not only stabilizes the mangroves themselves, anchoring them firmly in place, but also reinforces the structural integrity of the reef segment. Over time, as the roots thicken and expand, they form a robust network that further secures the reef segment against shifting or erosion.

Moreover, the integration of mangrove roots within the reef segment contributes to the reinforcement of the shoreline. Mangroves are renowned for their shoreline stabilization properties, as their complex root systems reduce wave energy and prevent soil erosion. By providing a substrate for these roots to latch onto and grow, the artificial reef segment enhances these natural shoreline protection capabilities. The roots, in conjunction with the reef structure, form a barrier that absorbs and dissipates wave energy, protecting the shore from erosion and storm surges. The openings may also be used for soil collection and for stabilizing soil for accretion and retention of coastal water soil. The hexagonal openings in the artificial reef structures can be designed to create pockets or chambers that allow sediments to settle. The spaces in between the inner walls of the openings accumulate fine particles for soil collection. The disclosed artificial reef segments integrate with mangroves for reducing soil erosion and contributes to broader coastal protection. The disclosed artificial reef segments have geometric and hydrodynamic properties for mitigating coastal erosion.

In addition to structural benefits, the mingling of mangrove roots with the artificial reef segment creates a unique and biodiverse habitat. The spaces within and around the roots become home to various marine organisms, including fish, crustaceans, and mollusks. This habitat complexity, resulting from the combination of artificial and natural structures, supports a rich array of marine life, contributing to the overall ecological health of the coastal area.

FIGS. 15A, 15B and 15C illustrate block diagrams of configuring artificial reef segments for stabilizing soil for

accretion and retention of coastal water soil and for providing a water barrier, breakwater, and artificial habitation for marine life. In step 1502, a site for installation of the artificial reef system is selected. Multiple factors, such as water depth, substrate type, current patterns, and proximity to existing ecosystems at a coastal area may be considered. This may include conducting a thorough research and assessment of the chosen site, including ecological surveys, sediment analysis, and consideration of local marine life. In step 1504, a design and material of the artificial reef system may be determined. The material used for the artificial reef system may be reinforced, or have other materials embedded within or combinations of materials that are durable, non-toxic, and environmentally friendly. Examples of such material may include, concrete reinforced with fibers such as glass, polypropylene, or steel, Stainless Steel Structures, Fiber-Reinforced Polymers (FRP), Reinforced Plastics, and reinforced marine-grade concrete, Metal Matrix Composites (MMCs). In some embodiments, the homogenous curved frame structure may be created from materials such as concrete, limestone, metal, rock, organic materials such as bamboo, artificial reef modules, etc. and has a uniform structure. The design must ensure stability, durability, and resilience against environmental forces, such as currents, waves, and storms. A structurally sound artificial reef is more likely to persist over time, providing long-term benefits to marine ecosystems. The design should allow for adaptability, considering that environmental conditions and ecological dynamics may change over time. This flexibility can enhance the long-term success of the artificial reef. If the artificial reef project is part of a broader conservation or restoration initiative, the design should be scalable to accommodate larger-scale deployments if needed. In an embodiment, the design and structure of the artificial reef segment is a curved homogenous structure that provides adaptability and scalability.

In step 1506, artificial reef segments are installed at the site including anchoring the artificial reef segments to the seabed. FIG. 15B illustrate the block diagram for installing the artificial reef segments. In step 1510, the reef segments are anchored to the seabed. This may include transporting the artificial reef segments to the site using cranes or other lifting equipment. Installing a first set of artificial reef segments on the seabed in a specific pattern or design, such as a zig zag pattern. The anchoring may include attaching the structure to the substrate or using additional weights to prevent movement of the first set of artificial reef segments. Stacking a second set of artificial reef segments on the first set in step 1512, wherein the stacking would involve positioning two or more artificial reef segments sidewise on a common artificial reef segment in a pyramidal manner. Each frame segment of the second set is sized to interlock with the openings of the artificial reef segment of the first set. The artificial reef segments have interlocking sections disposed in between two cutouts of a first artificial reef segment, and is received by the opening of a second artificial reef segment. These fittings are achieved by the normal force acting on the outer portions of the frame segments by the inner portions of the openings, and the normal force acting on the inner portions of the openings by the outer portions of the frame segments. This interlocking mechanism provided by the cutout and the corresponding frame segment is a key aspect of the reef segment's design. It allows for the easy and efficient assembly of larger reef structures from individual segments and in an assembled state, the segments collectively contribute to the structural integrity and functional effectiveness of the overall artificial reef. In step 1514,

the artificial reef segments are secured to each other. For example, the artificial reef segment of the second set is secured to the artificial reef segment beneath via metal wires as shown in FIGS. 14B and 14C.

The method of installing the artificial reef structure may also include placing artificial reef inserts within the openings of the artificial reef segments in step 1516. The reef inserts may be retained by removably fitting inside the openings of the reef segments and further secured within the opening using adhesive to prevent uplifting of the reef inserts. The adhesives may be water resistant and corrosion resistant, such as marine epoxy resins, polyurethane marine sealants, marine silicone sealants. In an example, the first reef insert may be positioned on top of a second reef insert with a spacing in between the reef inserts. The placing of two or more reef inserts provide more surface area and a denser structure for the marine organisms to attach and grow. These inserts have openings that facilitate water flow that are crucial as they allow the circulation of water through the insert, ensuring that essential nutrients and small organisms can flow through, which is vital for the sustenance and growth of marine life attached to the inserts. In addition to supporting coral growth, the artificial reef inserts are conducive to oyster colonization. As noted above, Oysters require sturdy and complex surfaces for attachment, and the textured surface of the inserts, especially the pyramidal protrusions, provides an ideal environment for oyster larvae to settle and grow. The presence of oysters on these inserts is particularly beneficial as they are natural water filterers, thus contributing to the overall health of the marine ecosystem.

Referring to FIG. 15A, in step 1508, a post-deployment monitoring of the artificial reef system may be performed. Post-deployment monitoring of an artificial reef system is a critical phase in assessing the success and effectiveness of the structure. This monitoring helps evaluate whether the artificial reef is achieving its intended goals, such as enhancing marine biodiversity, supporting fisheries, or providing recreational opportunities. The monitoring may include examining the condition of the artificial reef structures to ensure they remain stable and intact. This may involve underwater inspections using remotely operated vehicles (ROVs) or divers deployment plan to stack the reef segments in the desired configuration. This may also involve assessing effects of currents and waves on the artificial reef structures, as these can influence their stability and the distribution of marine organisms. One of the goals is to enhance fisheries or specific marine organisms, such as oysters by conducting surveys to assess the abundance, size, and diversity of target fish species or marine organisms.

FIG. 15C illustrates configuring the artificial reef system using artificial reef segments in step 1518. After configuration, the artificial reef system provides one of habitat complexity for natural coral reefs to attach and grow and protect marine organisms as a living shoreline, sediment deposition for natural buildup of sediments in coastal areas, supporting root growths of coastal trees, preservation of existing natural reefs as reef boosters, and prevent erosion in step 1520. The artificial reef system provides shelter, substrates, and various physical structures for habitat complexity and natural coral reefs to attach and grow to boost marine life, and protect marine organisms as a living shoreline. These structures attract fish, invertebrates, and other organisms, such as oysters contributing to a more diverse and resilient ecosystem. The openings in the artificial reef segments may provide new habitats and shelter for a variety of marine life, increasing the diversity of marine species in the area. The

openings may also allow for water flow helping to increase the circulation of oxygen, nutrients, and other essential elements that support the growth of marine life. The artificial reef inserts of the artificial reef segments provide hiding spots and shelters where smaller fish and invertebrates can take refuge, making it more challenging for predators to locate and capture them, working as a living shoreline. Such reef structures provide a substrate for the attachment of marine organisms such as corals, sponges, and algae that promotes colonization of the reef by a diverse array of species, leading to increased biodiversity and ecological productivity for habitat complexity and boost marine life.

The configured reef artificial system facilitates sediment deposition for natural buildup of sediments in coastal areas to prevent erosion. The reef segments hold sediment on beaches by trapping the sediment within the openings of the segments. Such an approach not only prevents erosion but also maintains, or even enhances, the natural ecosystem functions and biodiversity. The openings of the disclosed artificial reef segments accommodate the natural growth patterns of roots of mangrove trees or other coastal trees, providing a supportive structure. The disclosed artificial reef segments provide protection to roots of coastal trees against erosion and physical disturbances. Artificial reef systems can serve as effective tools for the preservation and enhancement of existing natural reefs as reef boosters. Artificial reefs can serve as submerged breakwaters, reducing the energy of incoming waves. This attenuates wave action, protecting natural reefs from the damaging effects of excessive wave energy, such as erosion and physical breakage. By strategically placing artificial reef structures, the artificial reef system influence the flow of water currents. This can help divert strong currents away from vulnerable natural reefs, preventing sedimentation and potential damage to coral structures. Further, in cases where natural reefs are threatened by invasive species or diseases, artificial reefs can act as a form of quarantine or control. By strategically placing barriers, artificial reefs may prevent the spread of harmful agents to natural reef ecosystems.

In summary, the design of the artificial reef segment, with its strategically placed openings, is highly effective in facilitating the growth and integration of mangrove roots and other coastal trees. This interaction not only enhances the structural stability of both the mangroves and the reef segment but also reinforces the shoreline and creates a diverse and thriving marine ecosystem.

Moreso, the artificial reef segments may force waves to deposit their energy offshore rather than directly on the coastline, and in another scenario, the reef segments may hold sediment on beaches by trapping the sediment. In addition, the disclosed artificial reef segments contribute to carbon sequestration. Coastal ecosystems that include mangrove, salt marsh, seagrass, algal beds, and phytoplankton are identified as potential carbon sinks. The artificial reef segments increase biomass at artificial reefs and provide a form of blue carbon storage that actively captures and stores carbon dioxide (CO<sub>2</sub>) from the atmosphere and simultaneously serves as habitats for marine life. The artificial reef segments provide a water barrier, breakwater, and artificial habitation for marine life.

The disclosed embodiments have steel attachments such as rods protruding out from side surface of the artificial reef segments that facilitate in lifting and transportation of the reef segments during and after installation of the artificial reef segments. The steel structures aid in securing the reef segments to other reef segments for a particular configuration of a reef structure.

Although the subject matter has been described in language specific to structural features and/or methodological acts, it is to be understood that the subject matter defined in the appended claims is not necessarily limited to the specific features or acts described above. Rather, the specific features and acts described above are disclosed as example forms of implementing the claims.

The invention claimed is:

1. An artificial reef system comprising:

a plurality of artificial reef segments, wherein each artificial reef segment comprises:

a curved structure comprising:

a vertex section;

an exterior outermost curved surface comprising a first uniform radius of curvature from the vertex section to a terminating end of the curved structure;

an exterior innermost curved surface comprising a second uniform radius of curvature from the vertex section to the terminating end of the curved structure;

a thickness between the exterior outermost curved surface, the exterior innermost curved surface, a front side of the curved structure, and a back side of the curved structure;

an opening extending through the thickness of the curved structure from the exterior outermost curved surface to the exterior innermost curved surface;

a channel wall defined by the opening that extends from the exterior outermost curved surface to the exterior innermost curved surface; and

wherein the thickness is substantially uniform spanning laterally between the front side and the back side;

wherein the thickness varies between the exterior outermost curved surface and the exterior innermost curved surface such that the thickness continuously decreases from the vertex section towards the terminating end of the curved structure; and

a transport configuration comprising a first artificial reef segment of the plurality of artificial reef segments stacked on a second artificial reef segment of the plurality of artificial reef segments such that the exterior innermost curved surface of the first artificial reef segment substantially abuts the exterior outermost curved surface of the second artificial reef segment.

2. The artificial reef system of claim 1, wherein the artificial reef system comprises a breakwater configuration comprising the plurality of artificial reef segments arranged in a zigzag pattern and wherein a first artificial reef segment of the plurality of artificial reef segments arranged on top of a second artificial reef segment of the plurality of artificial reef segments and a third artificial reef segment of the plurality of artificial reef segments, such that said terminating end of the first artificial reef segment are in attachment with the exterior outermost curved surface of each of the second artificial reef segment and the third artificial reef segment.

3. The artificial reef system of claim 1, wherein the artificial reef system further comprises an artificial reef insert.

4. The artificial reef system of claim 3, wherein the artificial reef insert comprises:

a base structure comprising a first side and a second side; and

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a plurality of secondary openings within the base structure.

5 5. The artificial reef system of claim 4, wherein the artificial reef insert further comprises a plurality of protrusions extending from the base structure, each protrusion comprising a substantially pyramidal shape with at least one wing.

10 6. The artificial reef system of claim 4, wherein the artificial reef insert further comprises a three-dimensional web-like structure configured for providing a complex spatial arrangement for enhancing habitat complexity and water flow, wherein the three-dimensional web-like structure comprises a hierarchical arrangement of openings.

15 7. The artificial reef system of claim 1 further comprising an artificial reef configuration comprising a first artificial reef segment of the plurality of artificial reef segments arranged on top of a second artificial reef segment of the plurality of artificial reef segments and a third artificial reef segment of the plurality of artificial reef segments, such that said terminating end of the first artificial reef segment are in attachment with the exterior outermost curved surface of each of the second artificial reef segment and the third artificial reef segment.

25 8. The artificial reef system of claim 1 wherein the opening comprises a taper from a wide entrance point on the exterior outermost curved surface to a narrower exit point on the exterior innermost curved surface.

30 9. The artificial reef system of claim 1 wherein at least one artificial reef segment of the plurality of artificial reef segments comprises a longitudinal span characterized by a length greater than its width wherein said length is defined as a distance between a first terminating end and a second terminating end of the curved structure.

35 10. The artificial reef system of claim 1 wherein each artificial reef segment is composed substantially of a non-metallic material.

11. The artificial reef system of claim 1 wherein each artificial reef segment is composed substantially of concrete.

12. An artificial reef segment comprising:

40 a curved structure having a vertex section, an outer curved surface, and an inner curved surface;

an opening extending through the curved structure from the outer curved surface to the inner curved surface; and

45 an artificial reef insert disposed within the opening, the artificial reef insert comprising:

an insert perimeter corresponding to at least one of:  
an outer curved surface opening perimeter of the opening;

an intermediate opening perimeter of the opening defined by a portion of the opening between the outer curved surface and the inner curved surface; and

50 an inner curved surface opening perimeter of the opening;

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a base structure comprising a first side and a second side; and

a plurality of secondary openings extending through the base structure; and at least one of:

a plurality of protrusions extending from the base structure, each protrusion having a substantially pyramidal shape with at least one wing configured to increase surface area;

a three-dimensional web-like structure comprising a plurality of hierarchical openings, and

a plurality of tertiary openings within at least one secondary opening of the plurality of secondary openings thereby creating a hierarchical structure of openings within the artificial reef insert.

15 13. The artificial reef segment of claim 12, wherein the opening is tapered from the outer curved surface to the inner curved surface.

14. A curved artificial reef structure comprising:

a vertex section;

an exterior outermost curved surface;

an exterior innermost curved surface;

a thickness between the exterior outermost curved surface, the exterior innermost curved surface, a front side of the curved artificial reef structure, and a back side of the curved artificial reef structure; and

25 an opening extending through the thickness of the curved artificial reef structure from the exterior outermost curved surface to the exterior innermost curved surface; wherein the thickness varies between the exterior outermost curved surface and the exterior innermost curved surface such that the thickness continuously decreases from the vertex section towards a terminating end of the curved artificial reef structure.

35 15. The curved artificial reef structure of claim 14, wherein the exterior outermost curved surface comprises a first uniform radius of curvature from the vertex section to a terminating end of the curved artificial reef structure.

16. The curved artificial reef structure of claim 15, wherein the exterior innermost curved surface comprises a second uniform radius of curvature from the vertex section to the terminating end of the curved artificial reef structure.

17. The curved artificial reef structure of claim 16, wherein the thickness is substantially uniform spanning laterally between the front side and the back side.

45 18. The curved artificial reef structure of claim 17 comprising a channel wall defined by the opening that extends from the exterior outermost curved surface to the exterior innermost curved surface.

19. The curved artificial reef structure of claim 18 wherein the first uniform radius of curvature substantially equals the second uniform radius of curvature.

20. The curved artificial reef structure of claim 19 wherein each artificial reef segment is composed substantially of a non-metallic material.

\* \* \* \* \*

**EXHIBIT B**

**DRAWINGS**

# COCONUT POINT LIVING SHORELINE PROJECT DESIGN PLAN SET

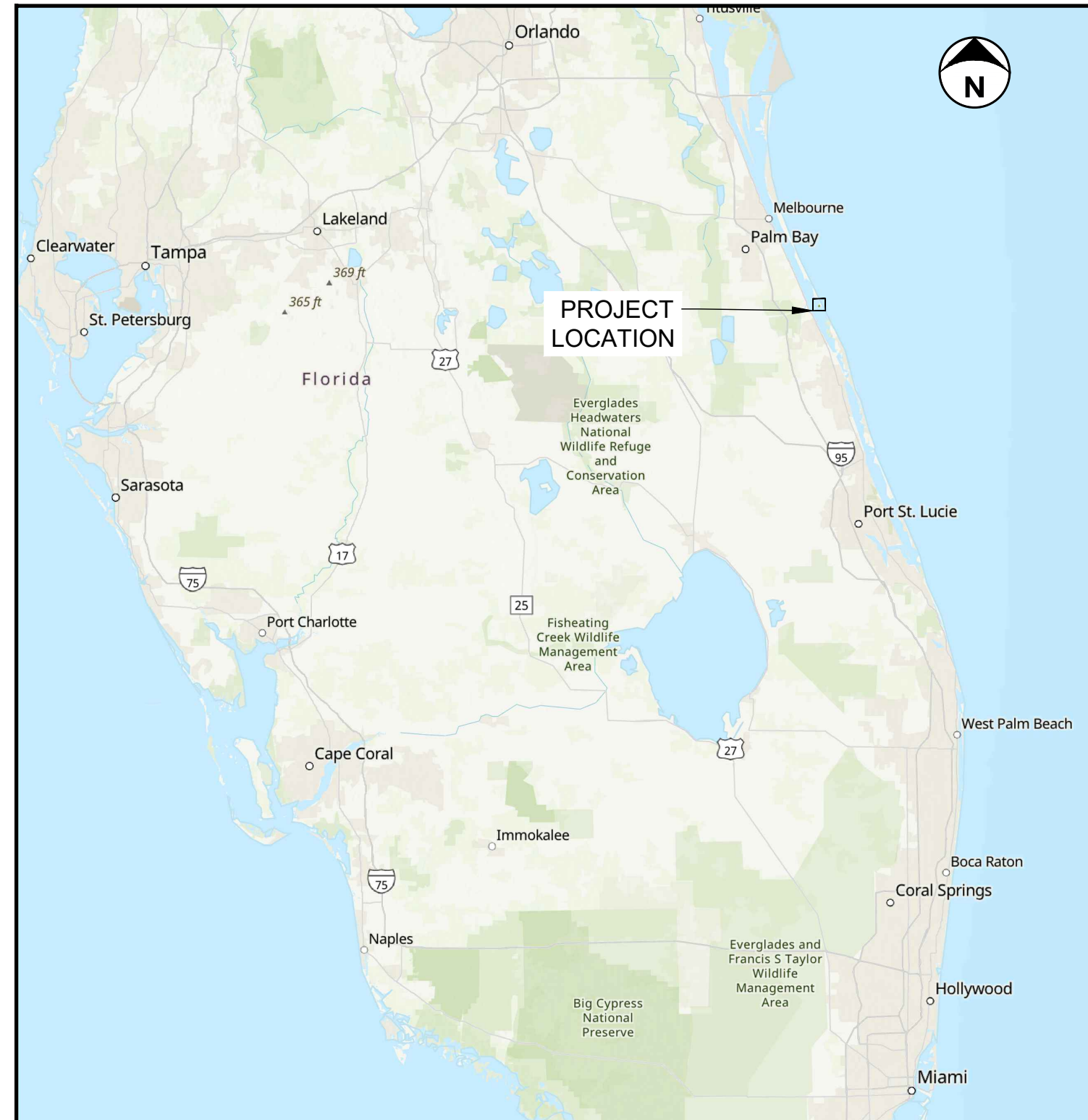
SEBASTIAN INLET, FLORIDA, APRIL 2026

STAMP

STATEMENT

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**VICINITY MAP**  
 NOT TO SCALE



**LOCATION MAP**  
 NOT TO SCALE

SHEET LIST TABLE	
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**ABBREVIATIONS**

APPROX	APPROXIMATE
EL.	ELEVATION
EX.	EXISTING
FT	FOOT, FEET
MHW	MEAN HIGH WATER
MLW	MEAN LOW WATER
MIN	MINIMUM
MSL	MEAN SEA LEVEL
NAD83	NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988

PROJECT NAME  
**COCONUT POINT  
 LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04  
 ISSUE DATE 04/14/2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")  
 1" = 1'

PHASE  
 DESIGN PLANS

SHEET TITLE

COVER SHEET

SHEET NUMBER

**G-1**

SHEET 1 OF 12

## GENERAL NOTES

- THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF THE QUANTITIES OF WORK REQUIRED TO COMPLETE THE CONSTRUCTION SHOWN ON THE PLANS. THE CONTRACTOR SHALL ALSO MAKE THEIR OWN ASSESSMENT OF THE SITE AND THE WORK REQUIRED PRIOR TO BIDDING AND ANY DISCREPANCIES, ERRORS OR OMISSIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE THE BID DUE DATE. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
- ALL EXCAVATION AND PLACEMENT MUST BE COMPLETED BY MECHANICAL METHODS.
- ALL CONSTRUCTION ACTIVITY WILL BE CONDUCTED DURING DAYLIGHT HOURS FROM ONE HALF-HOUR AFTER SUNRISE TO ONE HALF-HOUR BEFORE SUNSET.
- ALL WORK WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- ALL WORK WILL BE COMPLETED WITHIN DESIGNATED AREAS AND TO DESIGNATED ELEVATIONS.
- THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THE WORK IN SUCH MANNER AS TO NOT OBSTRUCT SEBASTIAN INLET STATE OPERATIONS, OR SEBASTIAN INLET NAVIGATION DISTRICT OPERATIONS. CONTRACTOR SHALL MAKE REASONABLE EFFORTS TO AFFORD A PRACTICABLE AND SAFE PASSAGE. UPON THE COMPLETION OF THE WORK THE CONTRACTOR SHALL PROMPTLY REMOVE THE EQUIPMENT, ETC. THE CONTRACTOR WILL ALSO BE REQUIRED TO REMOVE OBSTRUCTIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR ALL EQUIPMENT INGRESS AND EGRESS TO AND FROM THE PROJECT WORK AREAS. THE CONTRACTOR SHALL MAKE AN INVESTIGATION OF ACCESS ROUTES AND THE ROADS FOR TRANSPORTATION, LOAD LIMITS FOR BRIDGES AND ROADS, AND OTHER ROAD CONDITIONS AFFECTING THE TRANSPORTATION OF MATERIALS AND EQUIPMENT TO THE WORK SITES. THE CONTRACTOR SHALL ALSO INVESTIGATE THE AVAILABILITY OF ANY STAGING, STORAGE, AND STOCK PILING AREAS AND SHALL MAKE ALL ARRANGEMENTS FOR USE OF ANY SUCH AREAS FOR THE DELIVERY OF ANY MATERIALS AND EQUIPMENT TO BE USED IN COMPLETING THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES OR OTHER OBJECTS PRIOR TO COMMENCING WORK AT THE SITE. ANY UTILITIES OR OTHER ITEMS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT NO COST TO THE OWNER/ DISTRICT. CONTACT "SUNSHINE" AT 1-800-432-4770.
- ALL AREAS OR ITEMS (SIDEWALK, CATWALK, PARKING LOT, ETC.) THAT ARE DAMAGED OR DISTURBED ABOVE OR BELOW GROUND BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL OR BETTER CONDITION AT NO COST TO THE DISTRICT. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION OF EQUAL TO, OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING HORIZONTAL AND VERTICAL ACCURACY DURING EXCAVATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- CONSTRUCTION TRAFFIC SHALL NOT IMPEDE THE SAFE AND EFFICIENT USE OF SURROUNDING ROADWAYS. CONTRACTOR SHALL FOLLOW FDOT STANDARD INDICES 600 AND 604 FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION OF THE TEMPORARY CONSTRUCTION ACCESS CONNECTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY REMOVAL OF ANY FUGITIVE DUST, SAND OR DEBRIS WHICH MAY BE CAUSED BY THEIR ACTIONS FROM THE RIGHT OF WAY.
- ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 7 DAYS AFTER DISTURBANCE.
- THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION, WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF SITE COMPLETION. THE INTENT OF THIS PROVISION IS TO "SAFE UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.
- ALL SIDEWALK DAMAGED BY THE CONTRACTOR OR SUBCONTRACTORS SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, AT THE DIRECTION OF THE ENGINEER.
- RECORD DRAWINGS: TWO (2) SETS OF THE FINAL RECORD DRAWING AS-BUILTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.
- REPORT SUBMISSION: THE CONTRACTOR SHALL MAINTAIN A LOG DETAILING DAILY CONSTRUCTION ACTIVITY DURING THE CONTRACT PERIOD. THE DATA SHALL BE RECORDED ON FORMS PROVIDED BY THE OWNER/ENGINEER. ALL DATA IN ORIGINAL FORM SHALL BE FORWARDED DIRECTLY TO THE OWNER/ENGINEER, WITHIN 10 DAYS OF COLLECTION AND COPIES OF THE DATA SHALL BE SUPPLIED TO THE OWNER/ENGINEER. FOLLOWING PROJECT COMPLETION, A REPORT SUMMARIZING THE ABOVE INCIDENTS AND SIGHTINGS SHALL BE SUBMITTED TO THE FOLLOWING:

ENVIRONMENTAL SCIENCE ASSOCIATES  
5404 CYPRESS CENTER DRIVE, SUITE 125  
TAMPA, FL 33609  
(813) 207-7216

## SURVEY NOTES

- HYDROGRAPHIC AND TOPOGRAPHIC SURVEY PERFORMED BY LAND AND SEA SURVEYING CONCEPTS, INC. ON APRIL 18, 2022.
- VERTICAL DATUM SHOWN IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). HORIZONTAL DATUM SHOWN IS BASED ON NORTH AMERICAN DATUM 1983 (NAD83) FLORIDA EAST ZONE 901 STATE PLANE COORDINATES. ALL ELEVATIONS ARE REPORTED IN U.S. FEET.
- AERIAL PHOTOGRAPHY PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION, 2023.
- DRAWINGS REPRESENT CONDITIONS ENCOUNTERED AT TIME OF SURVEY. SITE CONDITIONS ARE DYNAMIC AND SUBJECT TO CHANGE. CONTRACTOR SHALL CONDUCT SURVEY PRIOR TO SITE DISTURBANCE TO VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION.
- QUANTITIES ARE CONSIDERED AN ESTIMATE AND IS NOT THE BASIS FOR PAYMENT TO THE CONTRACTOR. PAYMENT FOR THIS WORK SHALL NOT BE BASED ON THE VOLUME OF MATERIAL (CUBIC YARDS) PLACED AT THE WORK AREA. THE CONTRACTOR SHALL BE COMPENSATED SOLELY BASED ON THE LUMP SUM BID PRICE. CONTRACTOR SHALL MAKE AN ASSESSMENT OF THIS AND ANY OTHER RELEVANT INFORMATION NECESSARY, IN THE JUDGMENT OF THE CONTRACTOR, IN DETERMINING THE EXPECTED VOLUME TO BE REMOVED/ADDED.

## ENVIRONMENTAL PROTECTION NOTES

- IF ARCHEOLOGICAL OR HISTORIC RESOURCES ARE ENCOUNTERED THE CONTRACTOR SHALL NOTIFY ECKERD COLLEGE IMMEDIATELY AND STOP WORK UNTIL DIRECTED TO RESTART.
- THE CONTRACTOR SHALL COMPLY WITH THE STANDARD MANATEE CONDITIONS FOR IN-WATER WORK (2011) FOR ALL IN-WATER ACTIVITY.
  - THE CONTRACTOR SHALL INSTRUCT ALL PERSONNEL ASSOCIATED WITH THE PROJECT OF THE POTENTIAL PRESENCE OF THESE SPECIES AND THE NEED TO AVOID COLLISIONS WITH MANATEES, SEA TURTLES AND SMALLTOOTH SAWFISH. ALL CONSTRUCTION PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF THESE SPECIES.
  - THE CONTRACTOR SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES, SEA TURTLES OR SMALLTOOTH SAWFISH, WHICH ARE PROTECTED UNDER THE ENDANGERED SPECIES ACT OF 1973.
  - ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "IDLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
  - SILTATION BARRIERS SHALL BE MADE OF MATERIAL IN WHICH A MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH CANNOT BECOME ENTANGLED. SILTATION BARRIERS SHALL BE PROPERLY SECURED AND REGULARLY MONITORED TO AVOID PROTECTED SPECIES ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH MOVEMENT.
  - ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S), SEA TURTLES AND SMALLTOOTH SAWFISH. ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUTDOWN IF MANATEE(S), SEA TURTLES AND/OR SMALLTOOTH SAWFISH COME WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE ANIMAL HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES ADN THE ANIMAL HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
  - ANY COLLISION WITH AND/OR INJUURY TO A MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH SHALL BE REPORTED IMMEDIATELY TO THE OWNER/ENGINEER, FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) HOTLINE AT 1-888-404-3922, AND EMAILED TO FWC AT IMPERILED SPECIES@MYFWC.COM. COLLISION AND/OR INJUURY SHOULD ALSO BE REPORTED TO THE U.S.FISH & WILDLIFE SERVICE IN VERO BEACH (772) 562-3909 AND TO THE LOCAL AUTHORIZED SEA TURTLE STRANDING/RESCUE ORGANIZATION.
  - TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FWC MUST BE USED. ONE SIGN WHICH READS "CAUTION BOATERS" MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8.5"x11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUT DOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED N WATER-RELATED ACTIVITIES. THESE SIGNS CAN BE VIEWED AT [HTTP://WWW.MYFWC.COM/WILDLIFEHABITATES/MANATEE\\_SIGN\\_VENDORS.HTML](http://www.myfwc.com/wildlifehabitates/manatee_sign_vendors.html). QUESTIONS CONCERNING THESE SIGNS CAN BE FORWARDED TO THE EMAIL ADDRESS LISTED ABOVE.
  - WHILE PERFORMING BACKFILLING, IT IS IMPORTANT TO ENSURE THAT MANATEES OR SEA TURTLES DO NOT BECOME ENTRAPPED DURING RIP RAP INSTALLATION OR GAIN ACCESS AFTER RIP RAP HAS BEEN INSTALLED AND BEFORE FILLING WORK HAS BEEN COMPLETED. IF A MANATEE OR SEA TURTLE BECOMES ENTRAPPED, THE AREA SHALL BE OPENED TO ALLOW THE MANATEE OR TURTLE TO LEAVE OF ITS OWN VOLITION. IT SHALL NOT BE HERDED OR HARASSED INTO LEAVING THE AREA.
- TURBIDITY CONTROL MEASURES WILL BE PROPERLY MAINTAINED IN COMPLIANCE WITH FEDERAL AND STATE WATER QUALITY STANDARDS. IF TURBIDITY LEVELS EXCEED WATER QUALITY STANDARDS, DREDGING ACTIVITY WILL CEASE UNTIL LEVELS RETURN TO THE ACCEPTABLE RANGE. WATER QUALITY WILL BE MONITORED BY THE ENGINEER OF RECORD'S REPRESENTATIVE. SHOULD TURBIDITY BE MEASURED MORE THAN 0 NTUS ABOVE BACKGROUND, WORK WILL CEASE UNTIL TURBIDITY HAS FALLEN TO AN ACCEPTABLE BACKGROUND LEVEL.
- BEST MANAGEMENT PRACTICES FOR EROSION AND TURBIDITY CONTROL, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED HAY BALES, TURBIDITY BARRIERS, AND SILT SCREENS, SHALL BE USED AND MAINTAINED AS NECESSARY AT ALL TIMES DURING THE PROJECT. TURBIDITY CONTROL DEVICES SHALL BE MAINTAINED AND SHALL REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION TO ENSURE THAT TURBIDITY LEVELS OUTSIDE THE CONSTRUCTION AREA DO NOT EXCEED BACKGROUND LEVELS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT TURBIDITY CONTROL DEVICES ARE INSPECTED DAILY AND MAINTAINED IN GOOD WORKING ORDER SO THAT THERE ARE NO VIOLATIONS OF STATE WATER QUALITY STANDARDS OUTSIDE OF THE TURBIDITY SCREENS. A DAILY TURBIDITY LOG SHALL BE MAINTAINED BY THE COUNTY WITH ENTRIES PRIOR TO THE START OF EACH DAY'S WORK, EACH HOUR THROUGHOUT THE DAY, AND 30 MINUTES PRIOR TO THE END OF WORK. THE DISTRICT REPRESENTATIVE WILL EVALUATE THE IMPLEMENTATION, DEPLOYMENT, AND EFFECTIVENESS OF SILTATION/TURBIDITY CONTROL DEVICES.
- MANGROVES THAT NATURALLY RECRUIT WITHIN THE PROJECT AREA CAN BE TRIMMED PER FDEP'S STANDARD MANGROVE TRIMMING RULES TO PRESERVE THE EXISTING VIEWSHED.
- EXISTING MANGROVES ON SITE ARE NOT TO BE DISTURBED DURING CONSTRUCTION.
- MANGROVES THAT ARE PLANTED OR NATURALLY RECRUIT INTO THE LIVING SHORELINE PROJECT AREA MAY BE TRIMMED OR WINDOWED TO PRESERVE VIEWSHED.
- INVASIVE & EXOTIC VEGETATION MUST BE REMOVED FROM THE PROJECT LIMITS AND DISPOSED OF PROPERLY OFFSITE.

## GENERAL NOTES

- PRECAST CONCRETE BREAKWATERS SHALL BE A MINIMUM OF 500 POUNDS AND A MAXIMUM OF 1,300 POUNDS.
- LOCATION OF OYSTER REEFS ARE SHOWN AS APPROXIMATE. EXACT LOCATIONS WILL BE MARKED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- INSTALLATION OF REEF ELEMENTS WILL BE DONE BY WATER. INSTALLATION OF REEF ELEMENTS BY LAND IS NOT ALLOWED.
- PRECAST CONCRETE REEF UNITS SHALL BE OF 4,000 PSI CONCRETE WITH A NEUTRAL PH, SUCH THAT IT IS CONDUCLIVE TO COLONIZATION BY OYSTERS.
- PRECAST CONCRETE MUST CURE 28 DAYS AND MEET BREAKING STRENGTH BEFORE INSTALLATION. USE LIFTING STRAP TO MOVE AND POSITION DURING PLACEMENT.
- OYSTER BAGS SHALL BE HAVE A MAXIMUM NETTING OPENING OF 1".
- OYSTER BAGS WILL BE FILLED WITH RECYCLED OYSTER SHELL AND CLAMPED WITH A STAINLESS STEEL HOG RING. BAGS SHOULD AVERAGE 35 TO 40 LBS WHEN FULL.
- THE ENDS OF EACH OYSTER BAG PYRAMID SHALL BE ANCHORED TO THE BOTTOM WITH COMPOSITE REBAR HOOKS..
- OYSTER BAGS WILL BE STACKED WITH A THREE BAG BASE WIDTH AND TWO BAG TOP WIDTH AND SECURED TO ONE ANOTHER WITH ZIP-TIES ON EACH END.

## TIDE DATUM TABLE

- TIDAL DATUM DATA OBTAINED FROM THE NOAA SEBASTIAN INLET STATION, STATION NO. 8722004

DATUM	ELEVATION (FT NAVD 88)
MHHW	0
MHW*	-0.69
MSL	-1.2
MLW	-2.3
MLLW	-2.43
NAVD88	0
STND	-4.33

\*MEAN HIGH WATER VALUE OF -0.69 FT. NAVD88 OBTAINED FROM FDEP.

## OFF-SITE DISPOSAL NOTES

- DEBRIS, SUCH AS STUMPS, ROCKS, ROCK FRAGMENTS, ROOTS, LOGS, TRASH, VEGETATION, FILTER FABRIC, ETC. AND ANY OTHER OBJECTS EXCEPT ARCHEOLOGICAL OR HISTORIC RESOURCES THAT EXIST WITHIN THE PROJECT AREA OR ARE UNEARTHED DURING OPERATIONS, SHALL BE REMOVED, TRANSPORTED, AND DISPOSED OF AT THE COUNTY LANDFILL AND SHOULD BE EXPECTED TO BE ENCOUNTERED DURING THE OPERATIONS AND WILL NOT CONSTITUTE A CHANGE OF CONDITION TO THE CONTRACT/AGREEMENT. REMOVAL AND DISPOSAL OF DEBRIS WILL TO BE SOLE RESPONSIBILITY OF THE CONTRACTOR IN ITS ENTIRETY. REMOVAL AND DISPOSAL OF DEBRIS AND OBSTRUCTIONS SHALL NOT BE PROVIDED FOR SEPARATELY FOR PAYMENT. ALL COSTS ASSOCIATED WITH THE REQUIRED DISPOSAL OF DEBRIS SHALL BE INCLUDED IN THE CONTRACT PRICE. THESE SPECIFICATIONS ARE NOT AN ALL-INCLUSIVE REFERENCE OF DEBRIS TYPES, WHICH MAY BE ENCOUNTERED. IT IS ANTICIPATED THAT DURING CLEARING/CONSTRUCTION ACTIVITY DEBRIS (INCLUDED BUT NOT LIMITED TO VEGETATION, TREES, ROOTS, ROCKS, BEDROCK, FILTER FABRIC, CONCRETE, ASPHALT, WOOD, TRASH, GARBAGE, UNUSABLE SOIL, METAL, ETC.) WILL BE ENCOUNTERED. THE CONTRACTOR SHALL BE PREPARED AND RESPONSIBLE FOR PROPER REMOVAL AND DISPOSAL.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING MATERIALS OFFSITE. (I.E. DESIGNATED VEGETATION, FILTER FABRIC, SILT FENCE, TRASH, DEBRIS, ETC.).



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TAMPA, FL 33609  
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WWW.ESASSOC.COM

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STATEMENT

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PROJECT NAME

COCONUT POINT  
LIVING SHORELINE PROJECT

AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

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PHASE

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SHEET TITLE

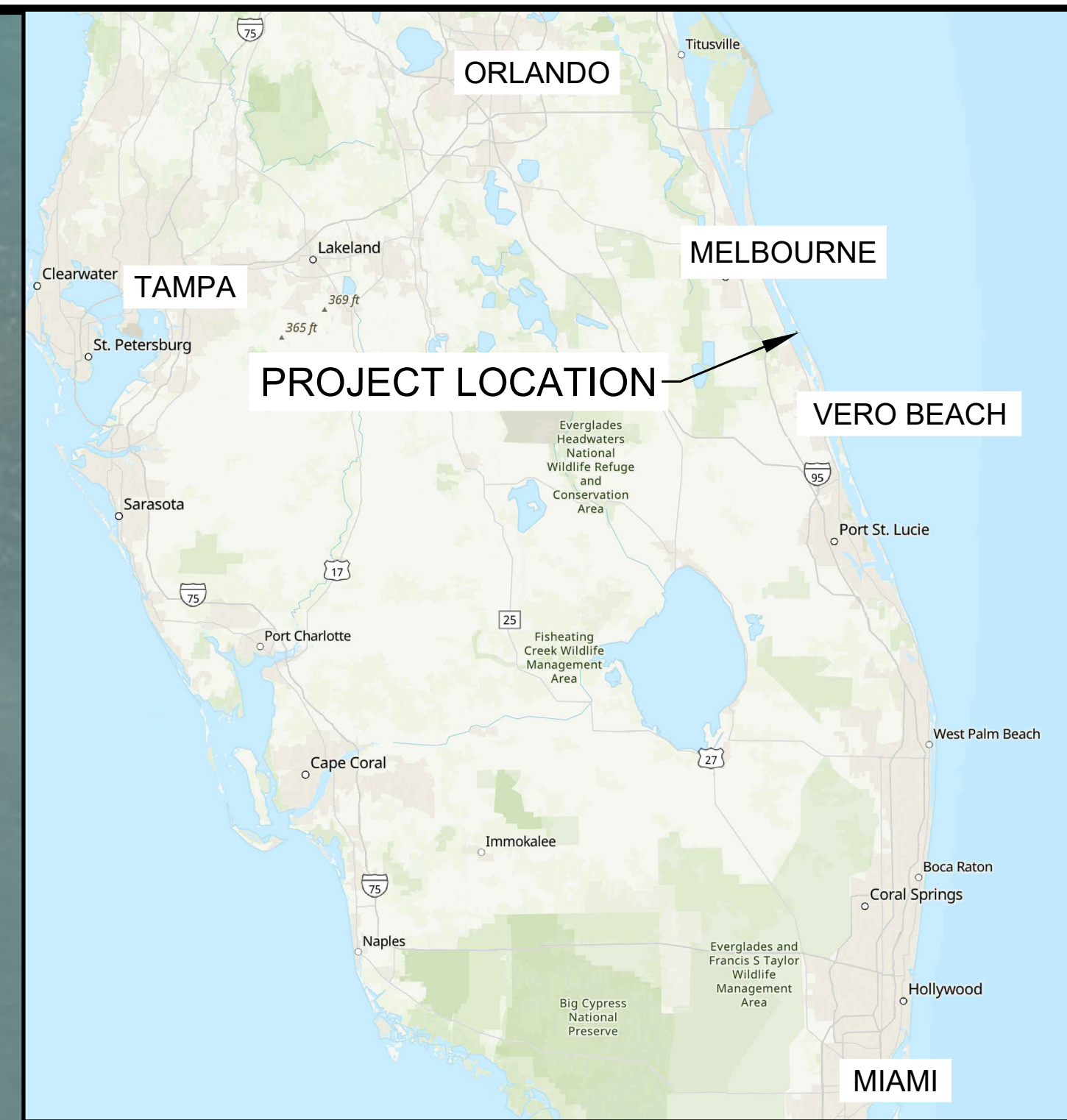
GENERAL NOTES

SHEET NUMBER

G-2

SHEET 2 OF 12

FILE: P:\01\_CAD\2020\000001\2020000302\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\C-1 PROJECT LOCATION OVERVIEW.dwg PLOT DATE: 4/24/2026 1:50:57 AM PLOTTED BY: BRYAN FLYNN



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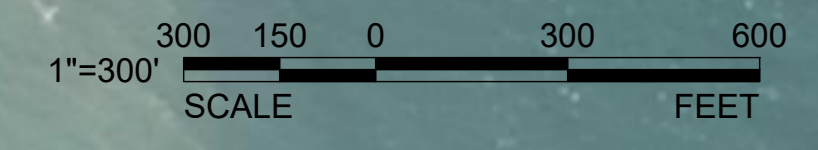
SHEET TITLE

PROJECT LOCATION OVERVIEW

SHEET NUMBER  
**C-1**

SHEET 3 OF 12

ATLANTIC OCEAN



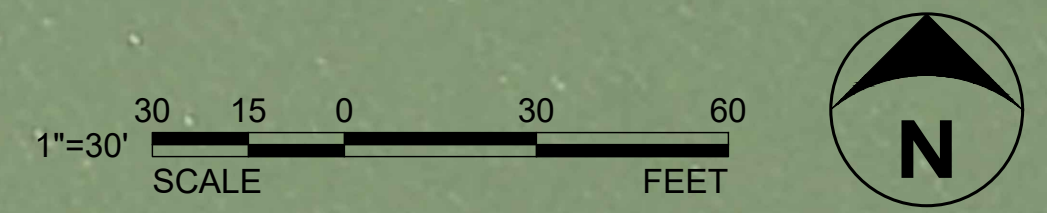
FILE: P:\01\_CAD\2020\000000\02\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\C-2 EXISTING CONDITIONS.dwg PLOT DATE: 4/24/2026 1:51:05 AM PLOTTED BY: BRYAN FLYNN

CONTROL CHART NAD 83 - NAVD 88						
MONUMENT		NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION (FT., NAVD 88)
BM1	IWIR-10	1281574.6000	834205.4300	27 51 29.74450	080 26 56.36701	6.73'
BM2	PK NAIL & DISK #5170	1280799.6512	833467.2857	27 51 22.10384	080 27 04.62943	6.10'



LEGEND	
EX. SEAGRASS LINE (2025-06-03)	
EX. VEGETATION LINE (2025-06-03)	
MEAN HIGH WATER (-0.69 FT. NAVD 88)	

- NOTES**
- BATHYMETRIC SURVEY PROVIDED BY LAND AND SEA SURVEYING, 2022-05-04.
  - SEAGRASS AND VEGETATION SURVEY PERFORMED BY ESA, 2025-06-03.



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**C-2**  
 SHEET 4 OF 12

FILE: P:\01\_CAD\2020\000000\02\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arches\DWG\WORKING\C-3 GEOMETRY LAYOUT.dwg PLOT DATE: 4/24/2026 1:51:15 AM PLOTTED BY: BRYAN FLYNN



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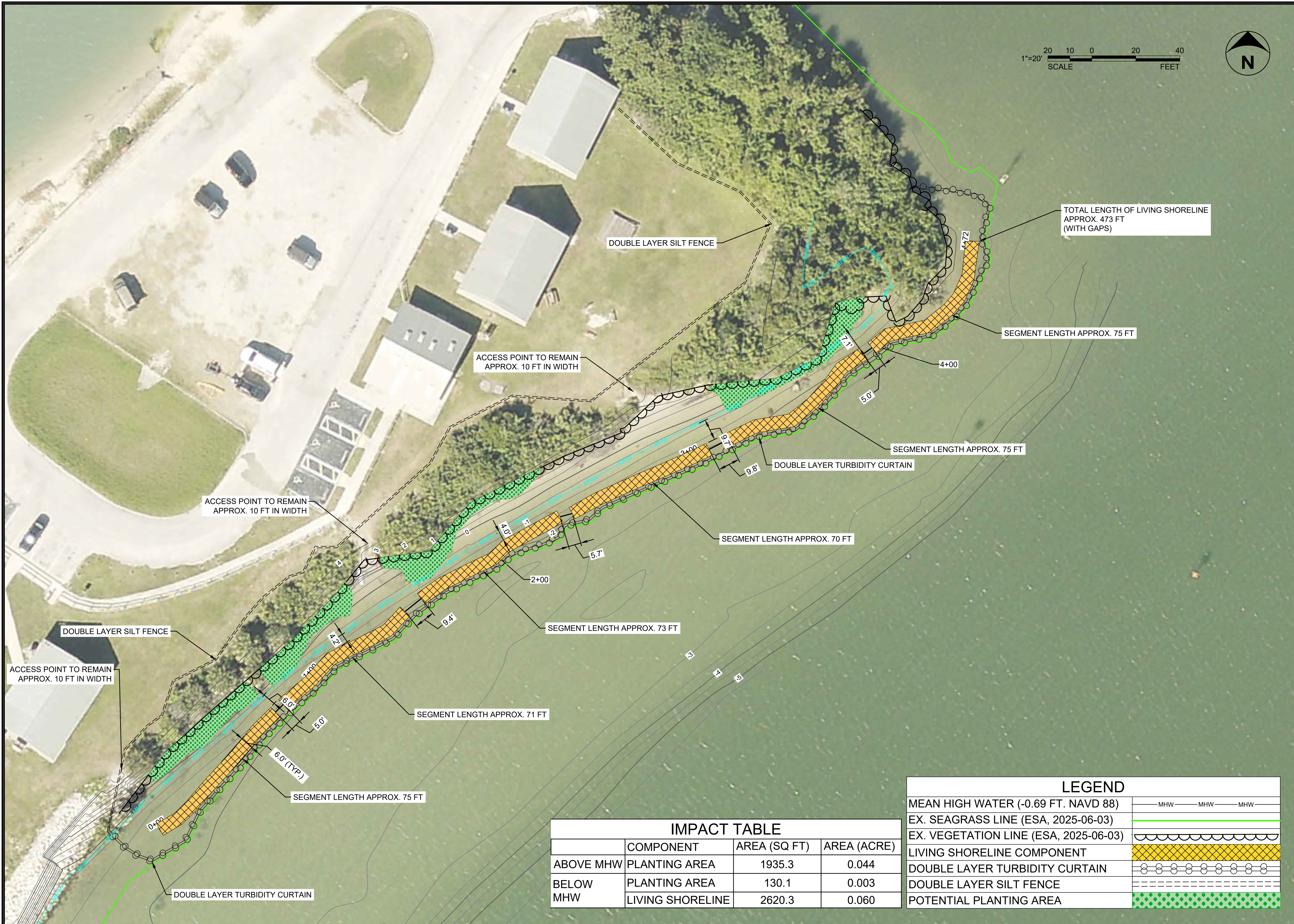
PHASE  
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SHEET TITLE

GEOMETRY LAYOUT

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**C-3**  
SHEET 5 OF 12

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1"=20'  
SCALE FEET



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CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04  
ISSUE DATE 04/14/2026  
SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE  
DESIGN PLANS

SHEET TITLE  
**PROPOSED CONDITIONS**

SHEET NUMBER  
**C-4**

SHEET 6 OF 12

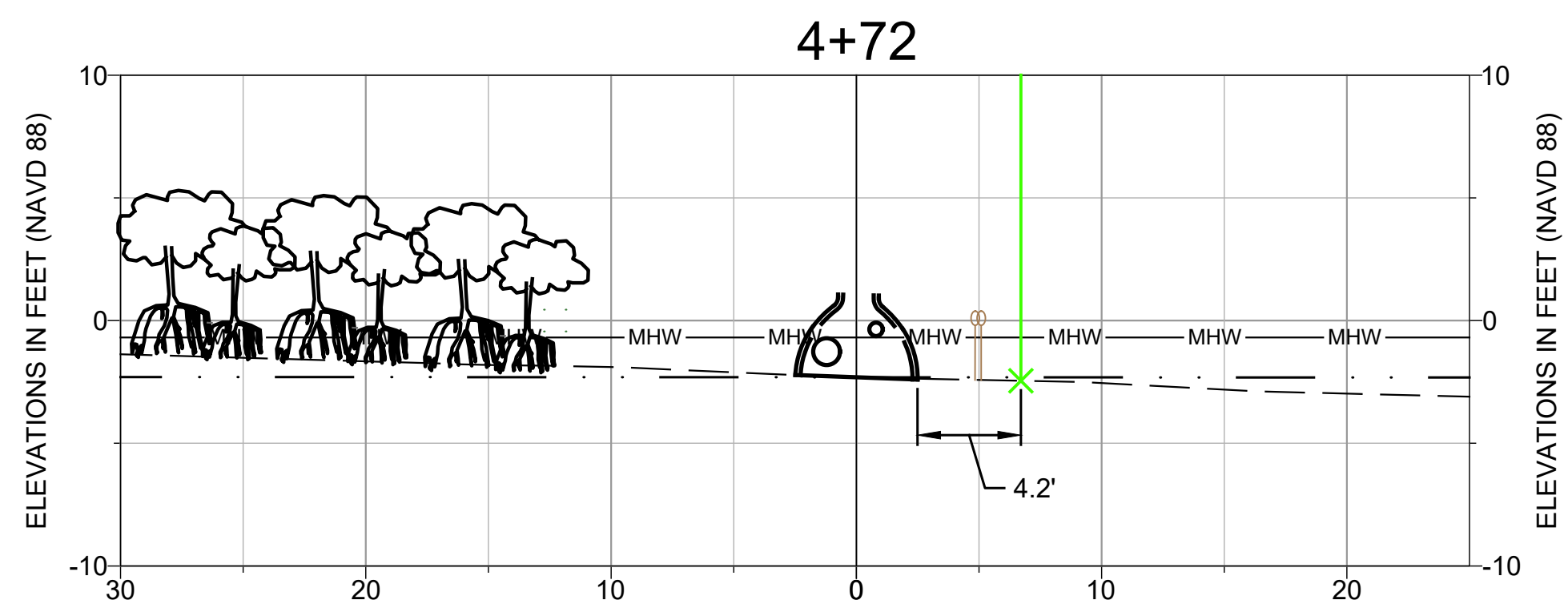
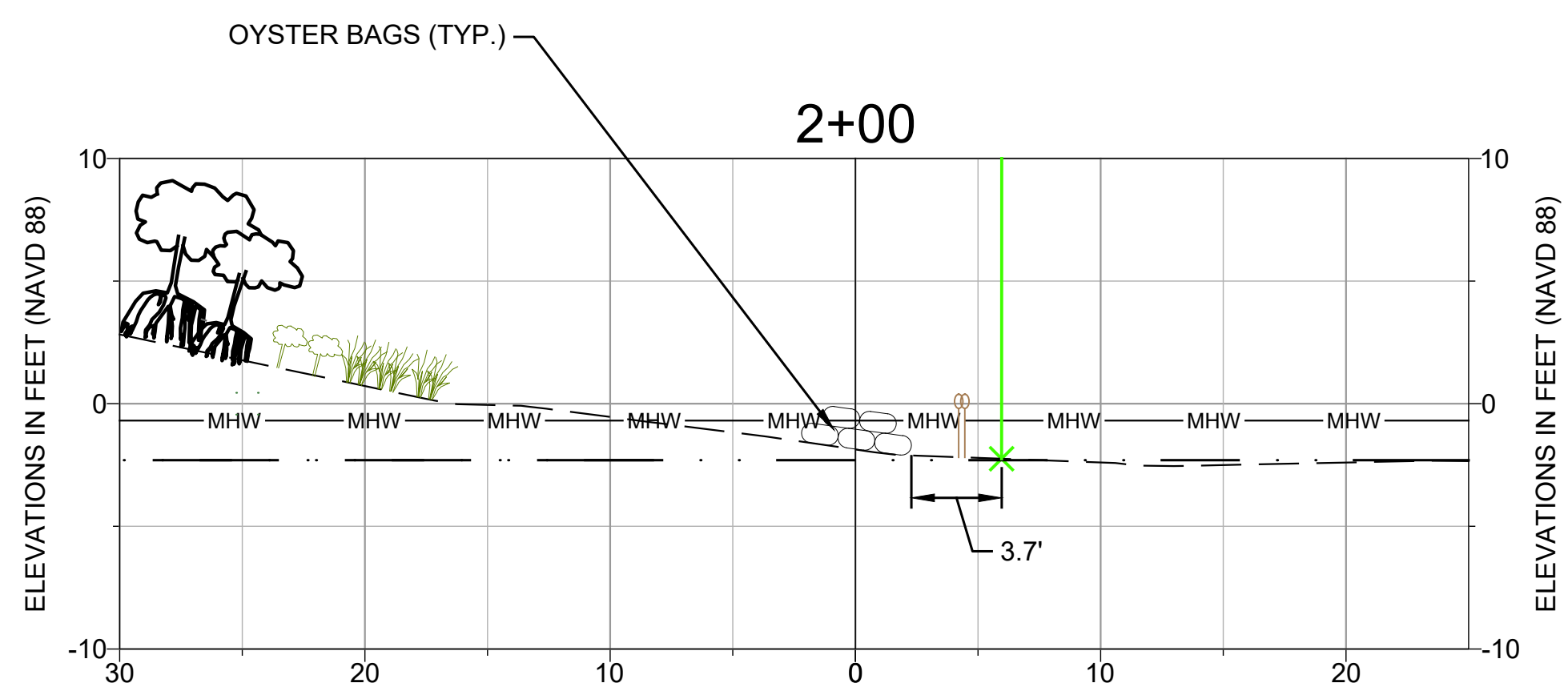
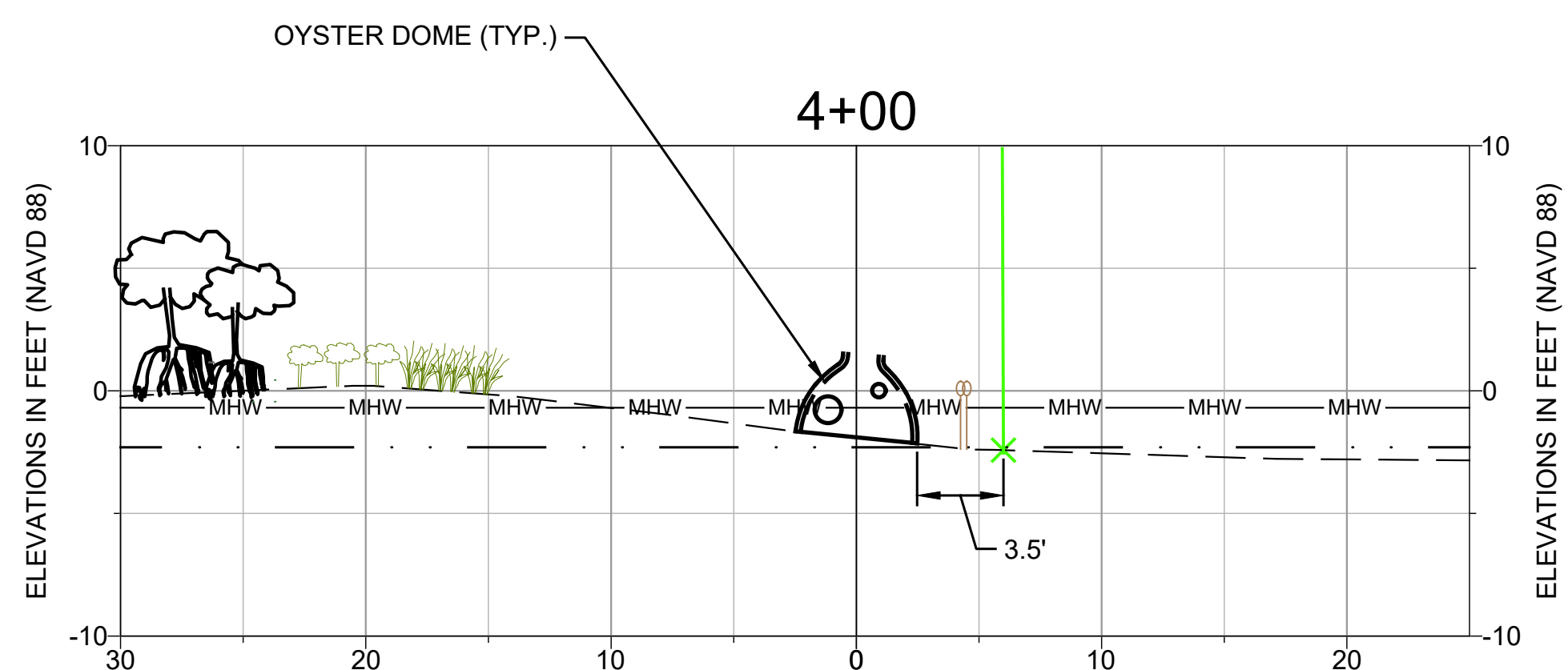
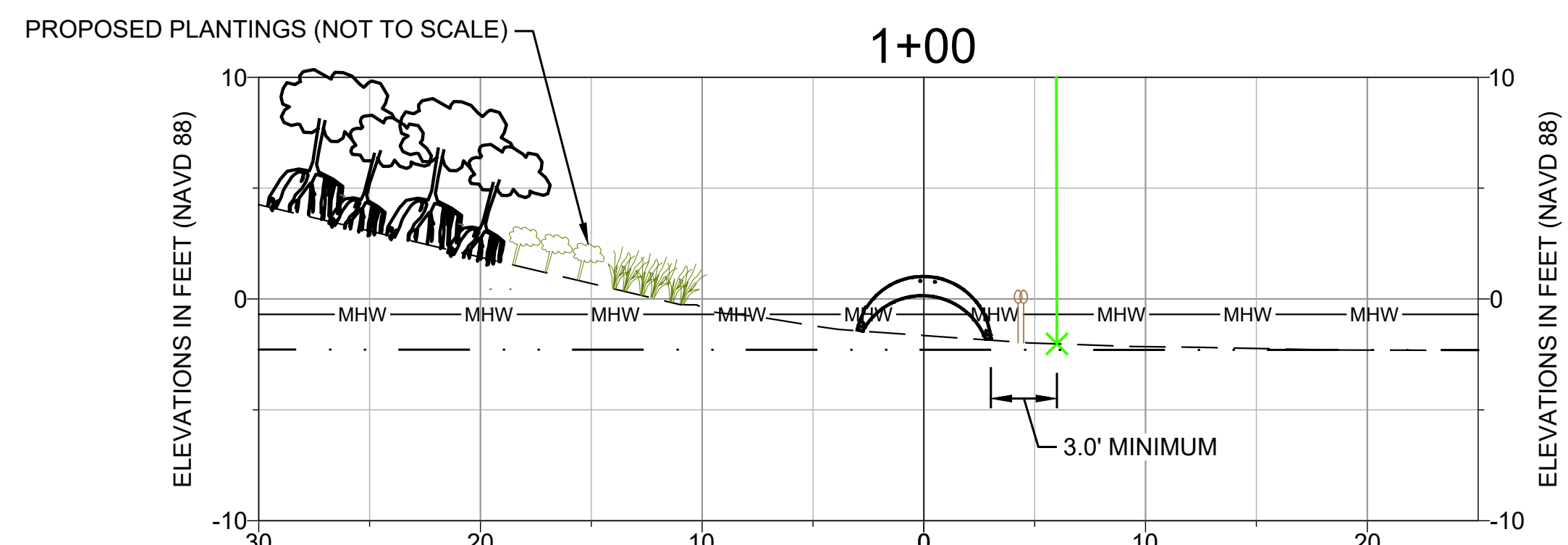
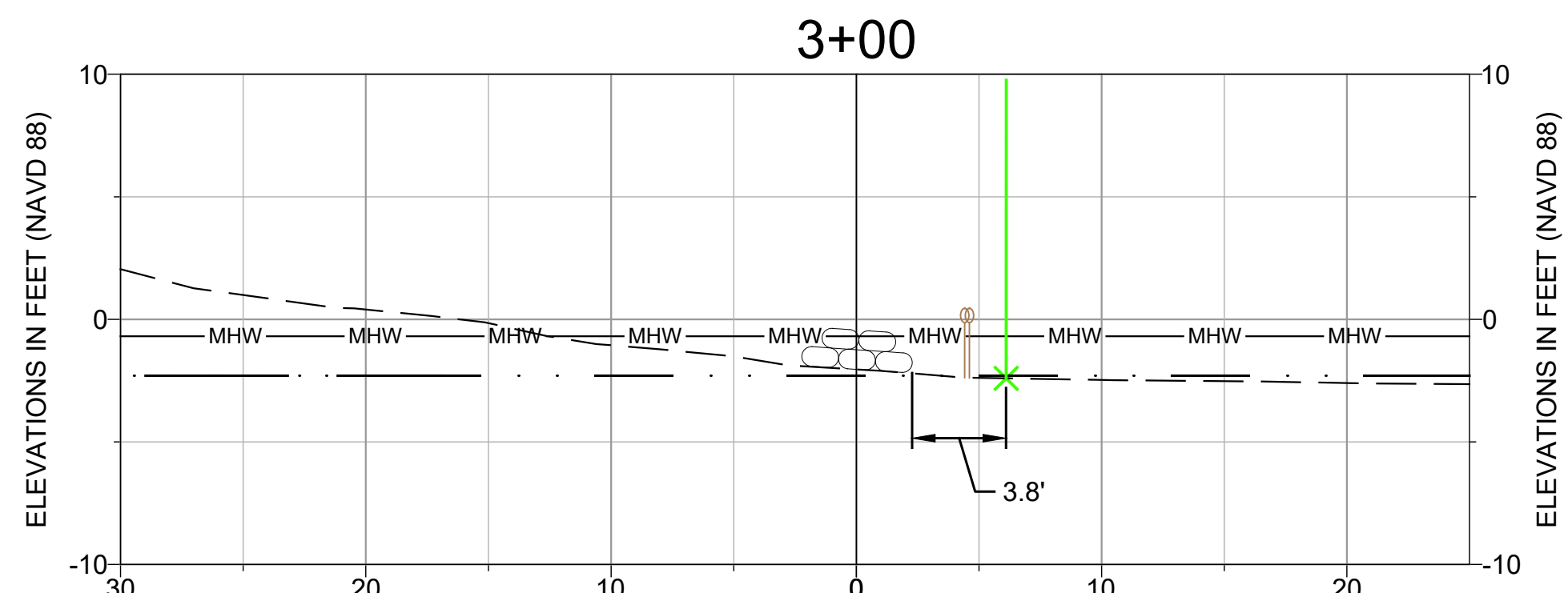
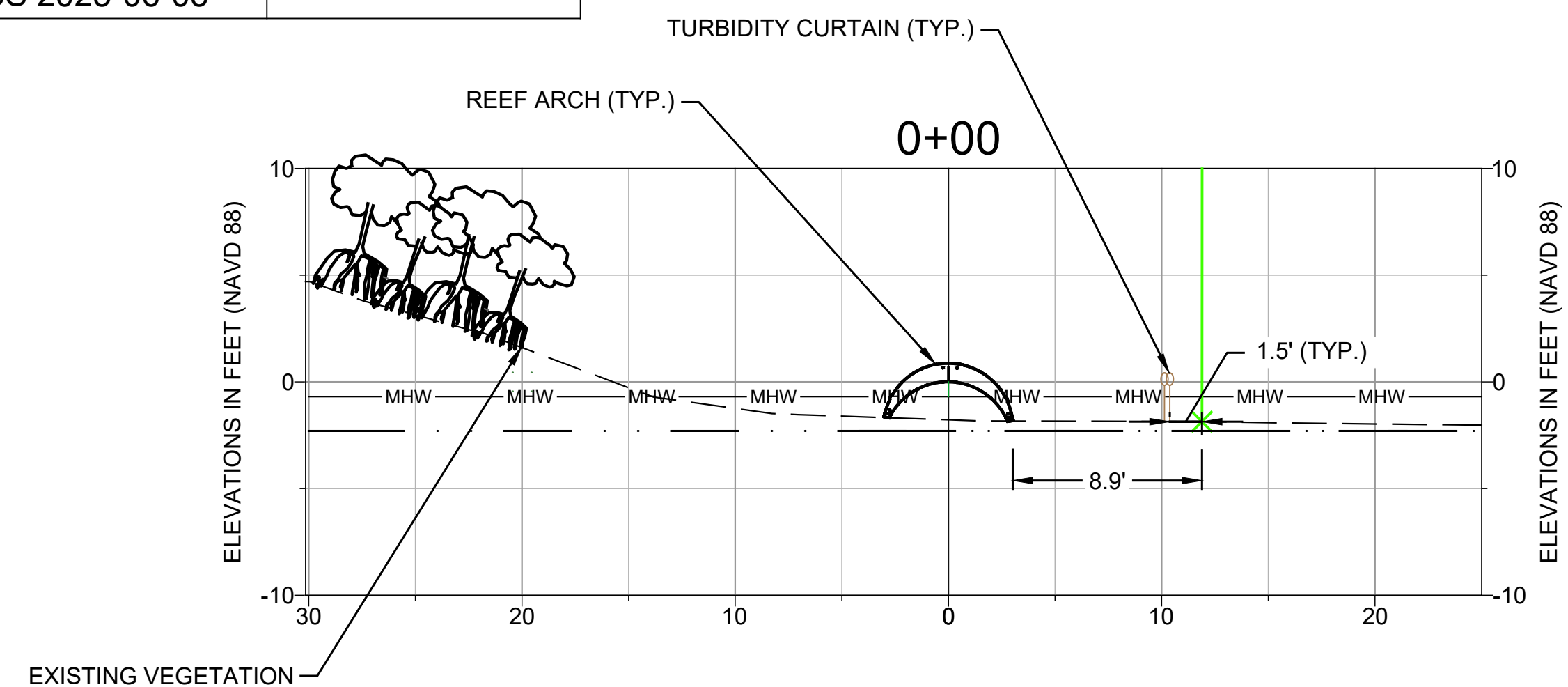
	COMPONENT	AREA (SQ FT)	AREA (ACRE)
ABOVE MHW	PLANTING AREA	1935.3	0.044
	LIVING SHORELINE	2620.3	0.060
BELOW MHW	PLANTING AREA	130.1	0.003

MEAN HIGH WATER (-0.69 FT. NAVD 88)	MHW — MHW — MHW
EX. SEAGRASS LINE (ESA, 2025-06-03)	—
EX. VEGETATION LINE (ESA, 2025-06-03)	—
LIVING SHORELINE COMPONENT	[Yellow hatched pattern]
DOUBLE LAYER TURBIDITY CURTAIN	[Double line with circles]
DOUBLE LAYER SILT FENCE	[Dashed line]
POTENTIAL PLANTING AREA	[Green dotted pattern]

FILE: P:\01\_CAD\2020\000001\01\_Coconut Point Living Shoreline\DWG\Coconut Point Reef Arches\DWG\WORKING\C-2\_CROSS SECTIONS.dwg PLOT DATE: 4/24/2026 1:51:32 AM PLOTTED BY: BRYAN FLYNN

**LEGEND**

EXISTING GROUND	
MEAN HIGH WATER (MHW)	
MEAN LOW WATER (MLW)	
EX. SEAGRASS 2025-06-03	



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PROJECT NAME  
**COCONUT POINT LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04  
 ISSUE DATE 04/14/2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE  
 DESIGN PLANS

SHEET TITLE

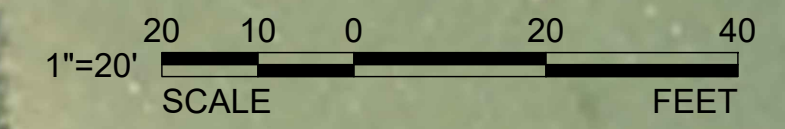
CROSS SECTIONS

SHEET NUMBER  
**C-5**

SHEET 7 OF 12

FILE: P:\01\_CAD\2020\000000\02\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\CG-6 PLANTING PLAN.dwg PLOT DATE: 4/24/2026 1:51:41 AM PLOTTED BY: BRYAN FLYNN

LEGEND	
MEAN HIGH WATER (-0.69 FT. NAVD 88)	MHW MHW MHW
PLANTING AREA ABOVE MHW	
PLANTING AREA BELOW MHW	



5404 CYPRESS CENTER DRIVE  
SUITE 125  
TAMPA, FL 33609  
(813) 207-7200  
WWW.ESASSOC.COM

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PROJECT NAME  
**COCONUT POINT LIVING SHORELINE PROJECT**  
AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 04/14/2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE

DESIGN PLANS

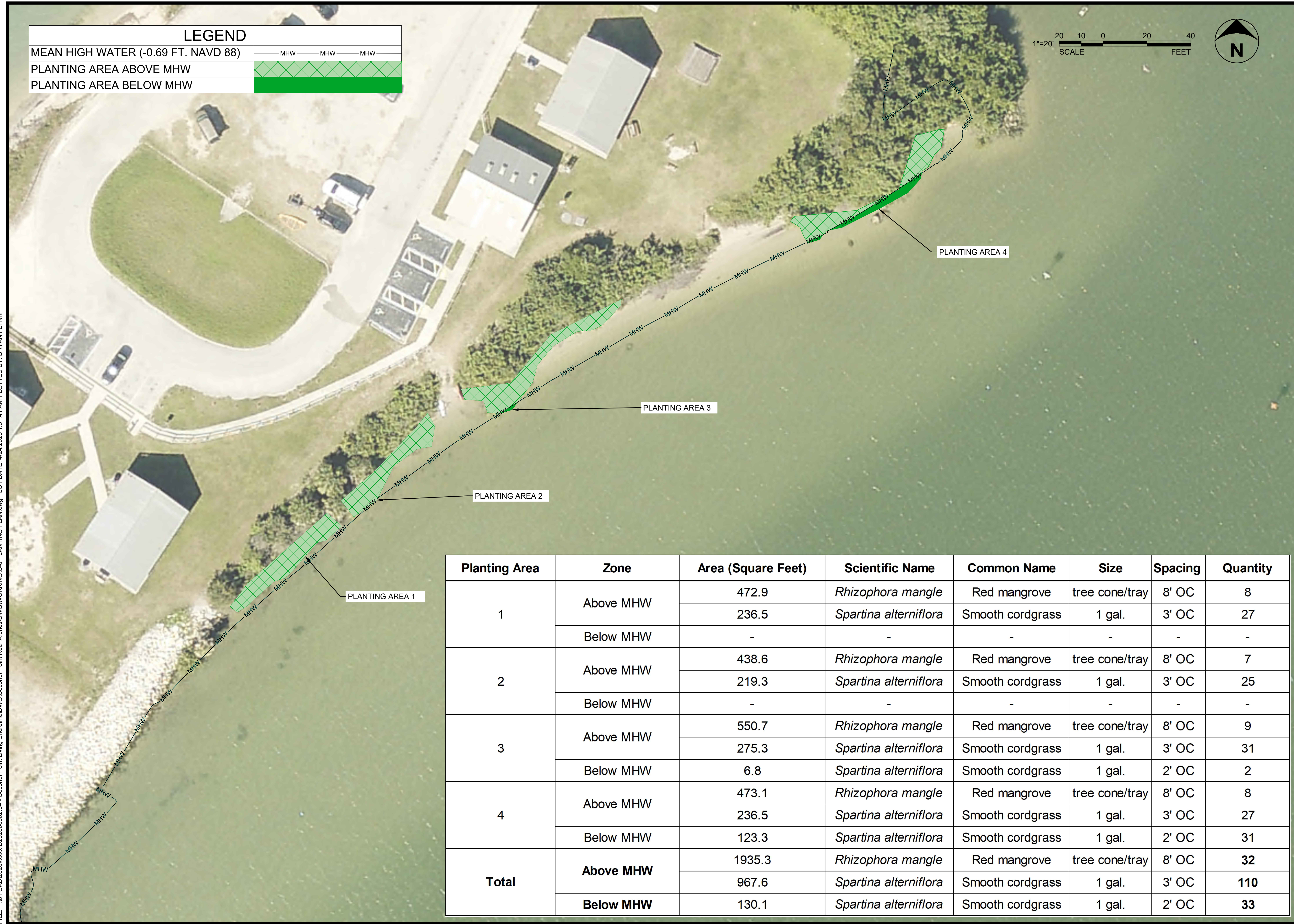
SHEET TITLE

PLANTING PLAN

SHEET NUMBER

**C-6**

SHEET 8 OF 12



Planting Area	Zone	Area (Square Feet)	Scientific Name	Common Name	Size	Spacing	Quantity
1	Above MHW	472.9	<i>Rhizophora mangle</i>	Red mangrove	tree cone/tray	8' OC	8
		236.5	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	3' OC	27
	Below MHW	-	-	-	-	-	-
2	Above MHW	438.6	<i>Rhizophora mangle</i>	Red mangrove	tree cone/tray	8' OC	7
		219.3	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	3' OC	25
	Below MHW	-	-	-	-	-	-
3	Above MHW	550.7	<i>Rhizophora mangle</i>	Red mangrove	tree cone/tray	8' OC	9
		275.3	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	3' OC	31
	Below MHW	6.8	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	2' OC	2
4	Above MHW	473.1	<i>Rhizophora mangle</i>	Red mangrove	tree cone/tray	8' OC	8
		236.5	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	3' OC	27
	Below MHW	123.3	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	2' OC	31
Total	Above MHW	1935.3	<i>Rhizophora mangle</i>	Red mangrove	tree cone/tray	8' OC	32
		967.6	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	3' OC	110
	Below MHW	130.1	<i>Spartina alterniflora</i>	Smooth cordgrass	1 gal.	2' OC	33

FILE: P:\01\_CAD\2020\000001\2020000302\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\06-PLANTING PLAN.dwg PLOT DATE: 4/24/2026 1:51:48 AM PLOTTED BY: BRYAN FLYNN

1"=60'  
SCALE FEET



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SUITE 125  
TAMPA, FL 33609  
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PROJECT NAME

COCONUT POINT LIVING SHORELINE PROJECT

AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 04/14/2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE

DESIGN PLANS

SHEET TITLE

TURBIDITY MEASURES

SHEET NUMBER

C-7

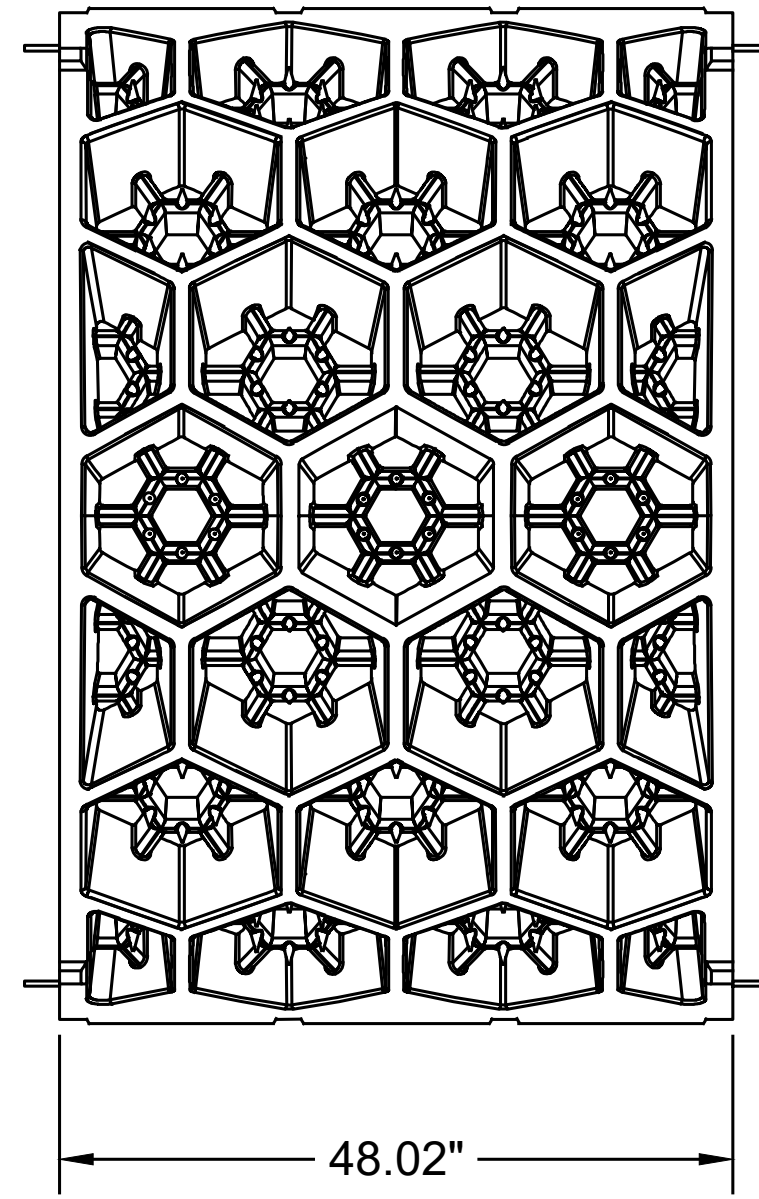
SHEET 9 OF 12

NOTE: SHOULD TURBIDITY BE MEASURED ABOVE BACKGROUND OUTSIDE OF THE TURBIDITY CURTAINS, WORK WILL CEASE UNTIL THE TURBIDITY HAS FALLEN TO AN ACCEPTABLE BACKGROUND LEVEL.

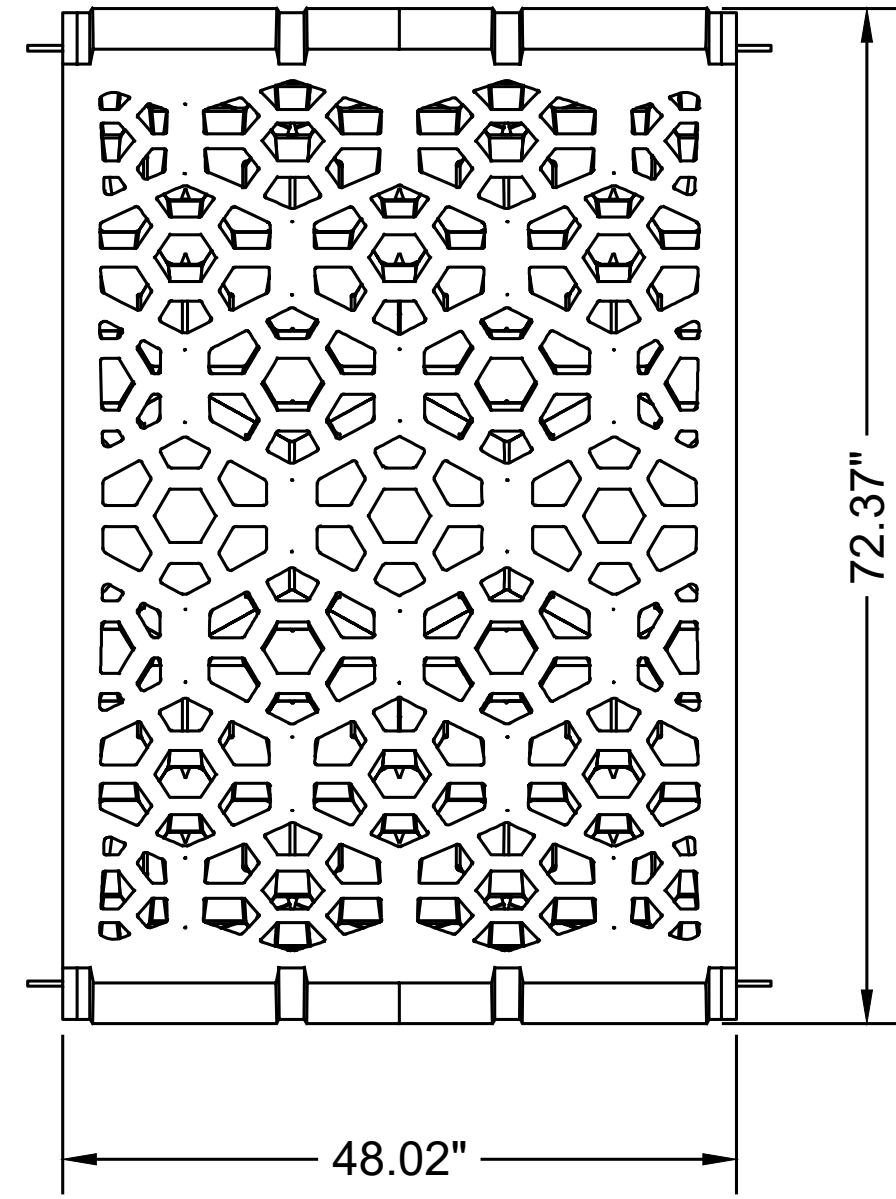


LEGEND	
MEAN HIGH WATER (-0.69 FT. NAVD 88)	MHW MHW MHW
EX. SEAGRASS LINE (ESA, 2025-06-03)	—
EX. VEGETATION LINE (ESA, 2025-06-03)	—
LIVING SHORELINE COMPONENT	■
DOUBLE LAYER TURBIDITY CURTAIN	○
DOUBLE LAYER SILT FENCE	- - -
100-METER MIXING ZONE	· · ·

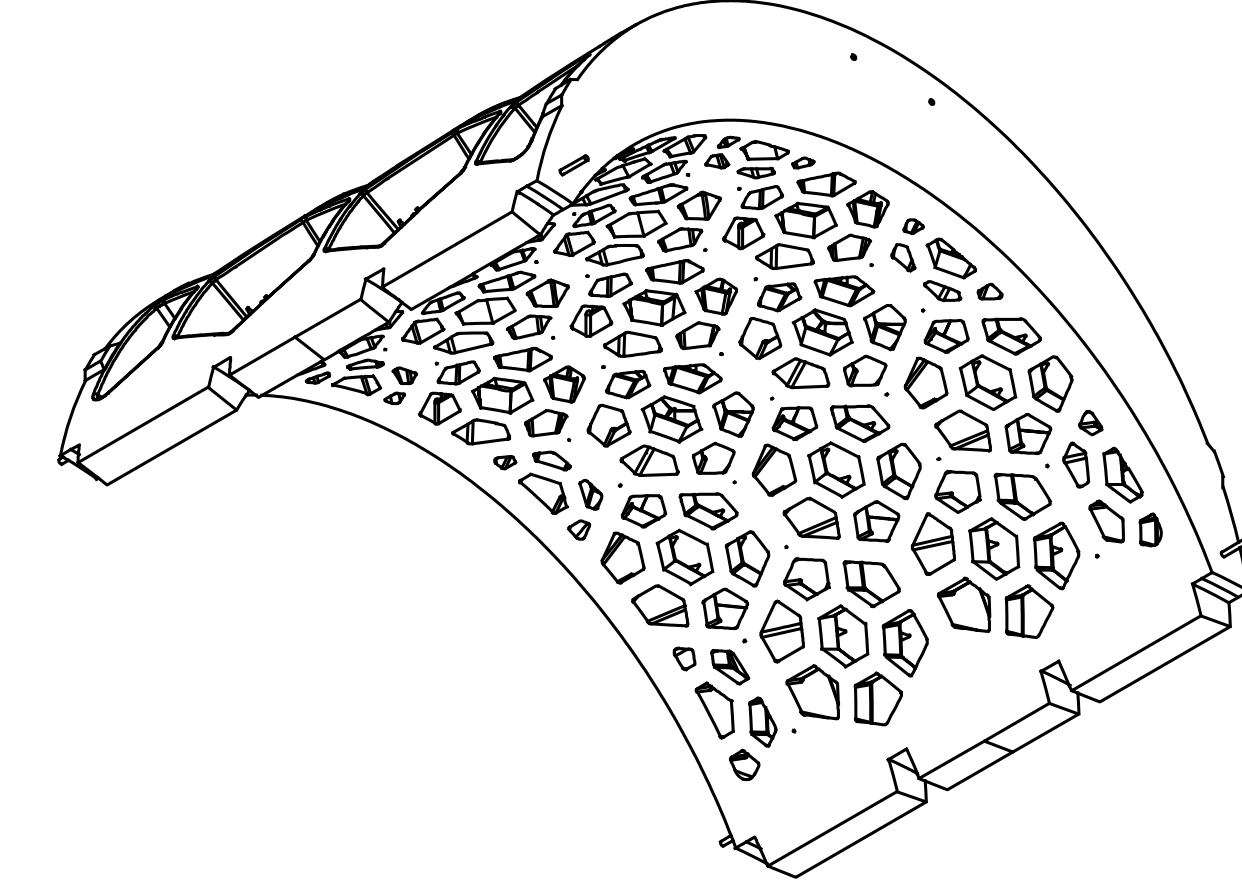
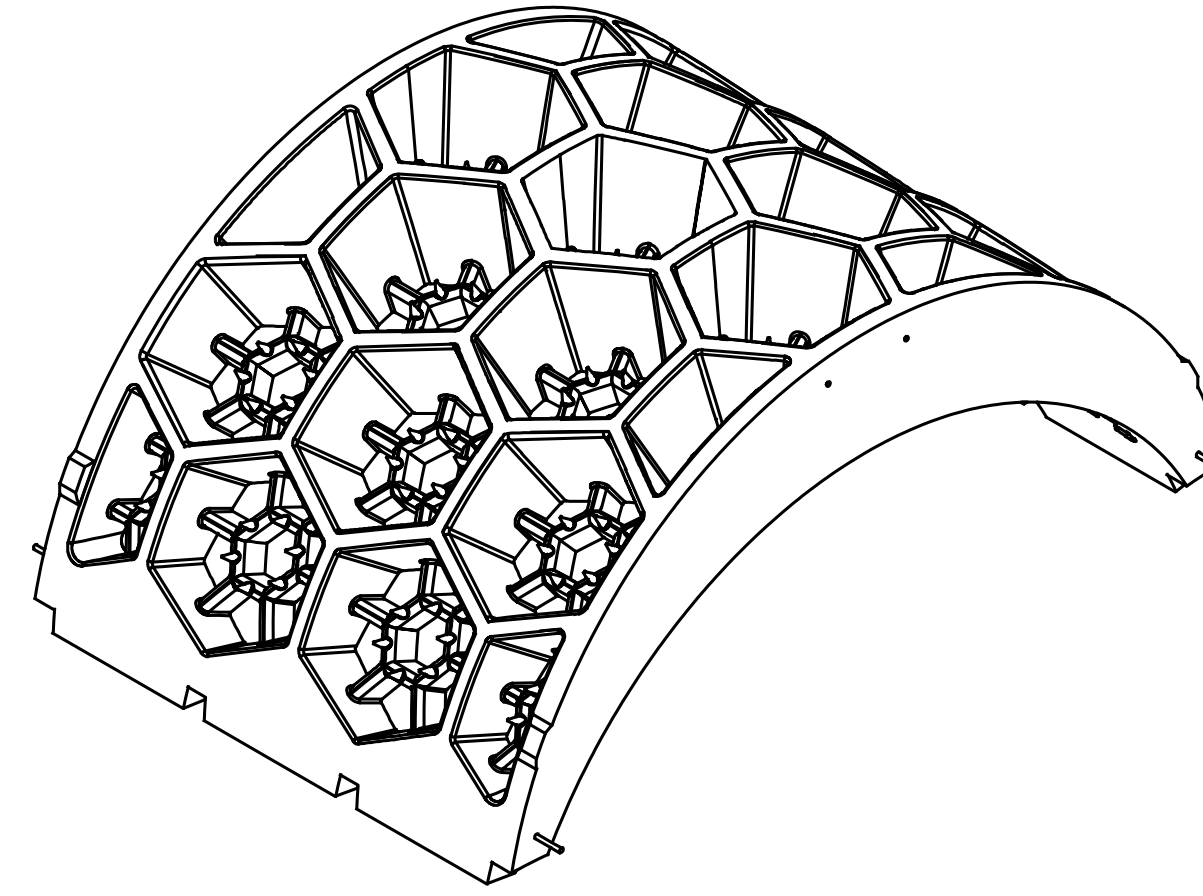
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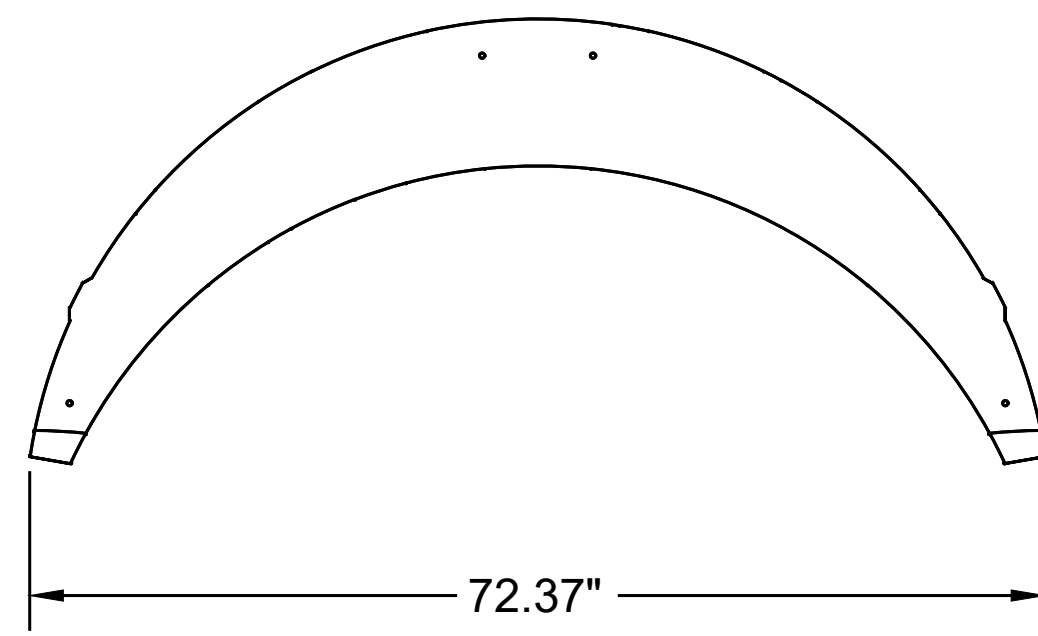
TOP VIEW



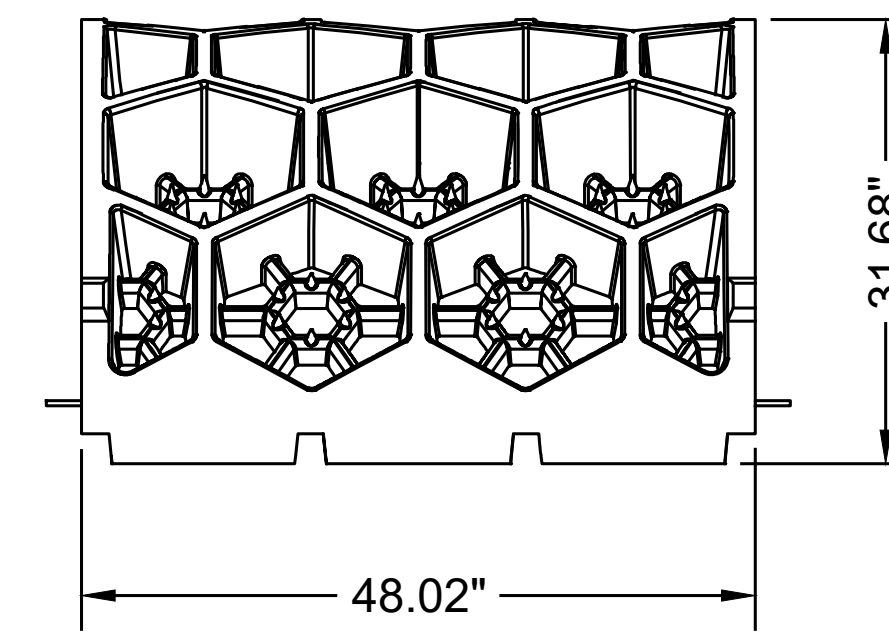
BOTTOM VIEW



ISOMETRIC VIEWS



FRONT VIEW



SIDE VIEW

REEF ARCH - 1,200 LBS. UNIT  
 DETAIL FROM FERGUSON WATERWORKS



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 SUITE 125  
 TAMPA, FL 33609  
 (813) 207-7200  
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PROJECT NAME  
**COCONUT POINT  
 LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS

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DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 04/14/2026

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PHASE

DESIGN PLANS

SHEET TITLE

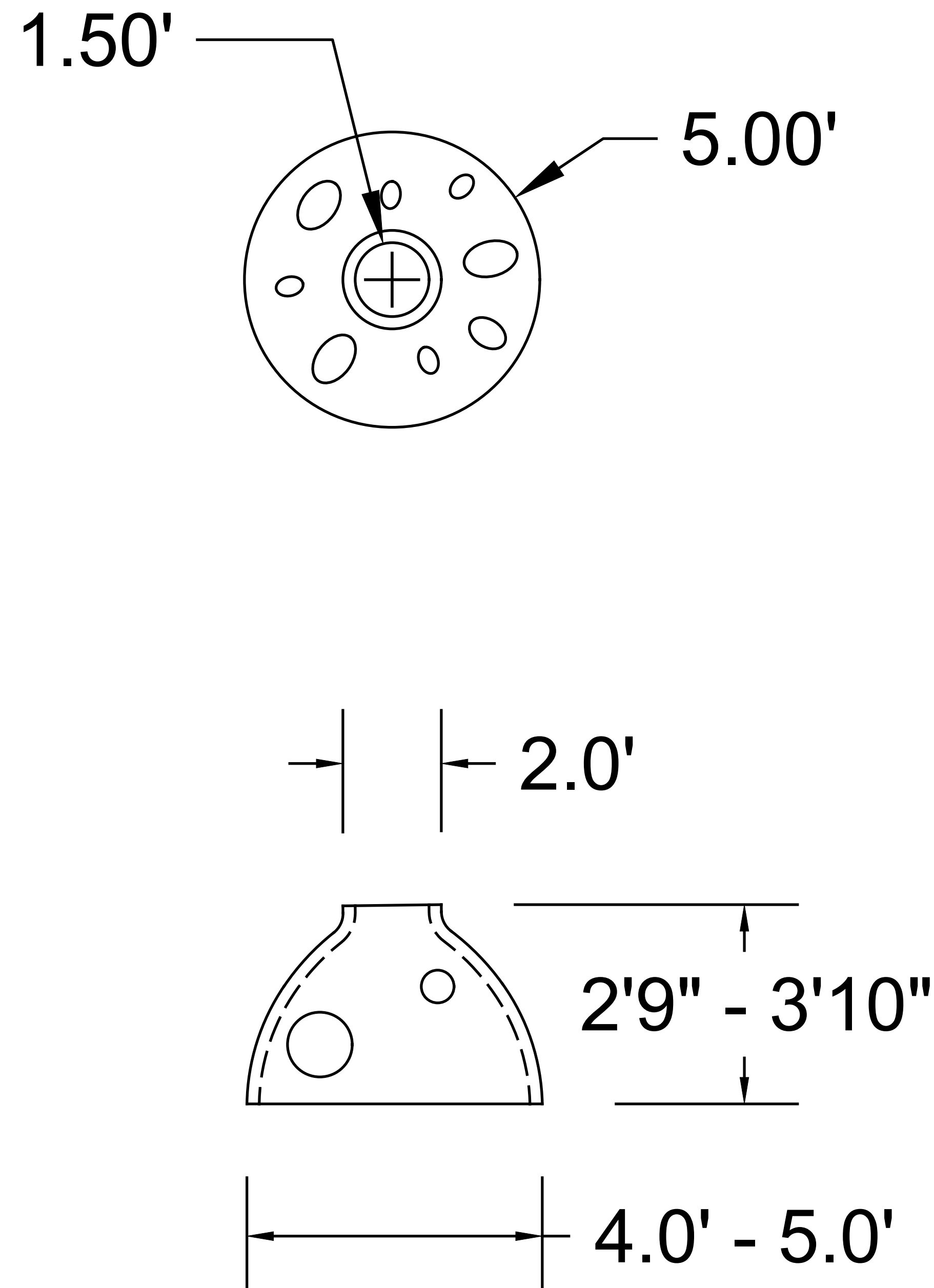
REEF ARCH DETAILS

SHEET NUMBER

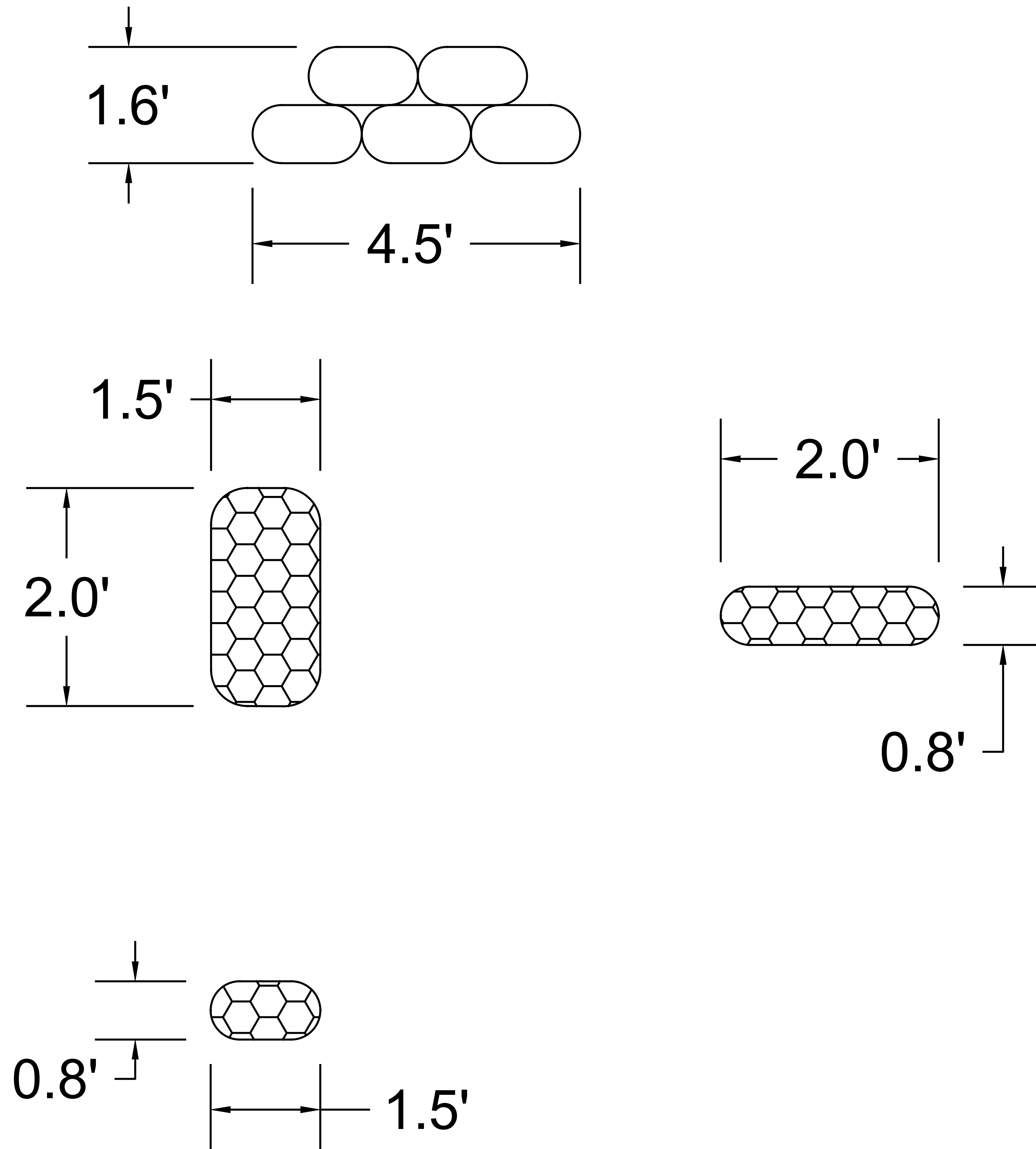
**D-1**

SHEET 10 OF 12

# OYSTER DOME



# OYSTER BAG PYRAMID



FILE: P:\01\_CAD\2020\0000\02\_04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DETAILS.dwg PLOT DATE: 4/24/2026 1:52:03 AM PLOTTED BY: BRYAN FLYNN

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PROJECT NAME  
**COCONUT POINT LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

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CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 04/14/2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE  
 DESIGN PLANS

SHEET TITLE

OYSTER DETAILS

SHEET NUMBER

**D-2**

SHEET 11 OF 12

FILE: P:\01 CAD\2020\000001\2020000302.04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\1 - Reef Arch DETAILS.dwg PLOT DATE: 4/24/2026 1:52:09 AM PLOTTED BY: BRYAN FLYNN

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PROJECT NAME

COCONUT POINT LIVING SHORELINE PROJECT

AT SEBASTIAN INLET STATE PARK

REVISIONS

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DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 04/14/2026

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PHASE  
DESIGN PLANS

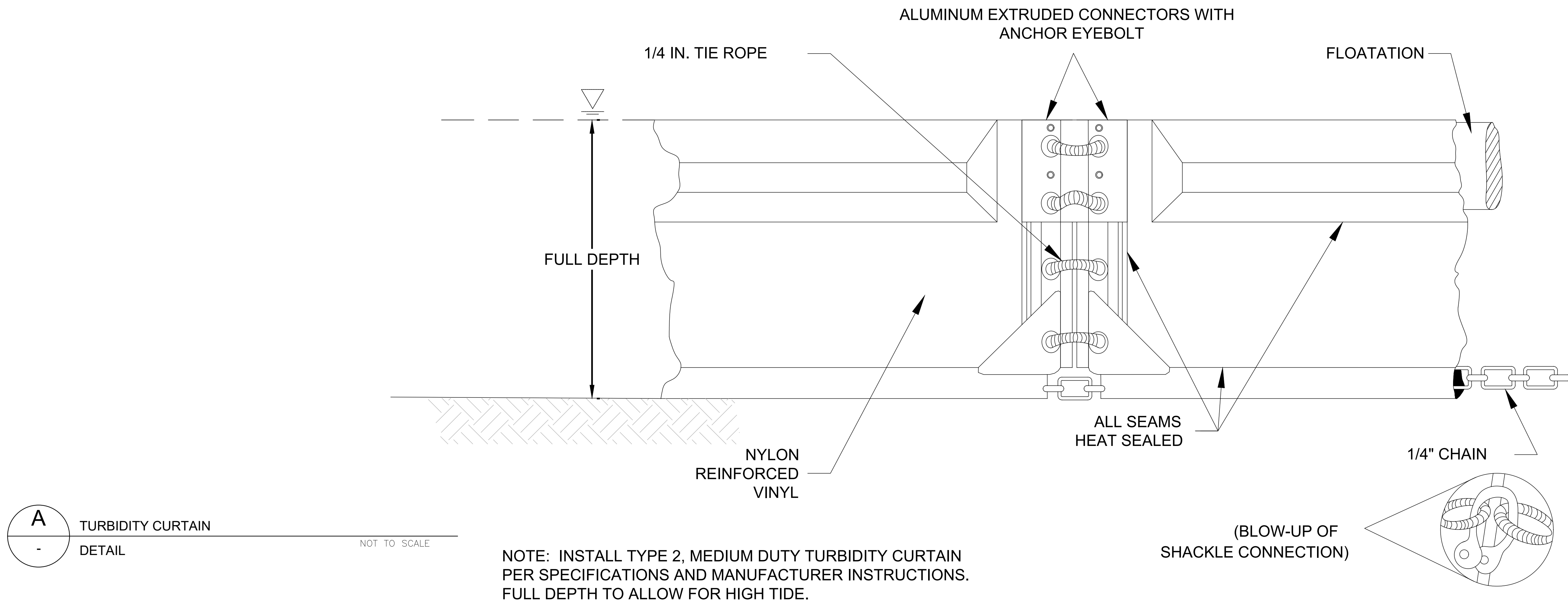
SHEET TITLE

BMP DETAILS

SHEET NUMBER

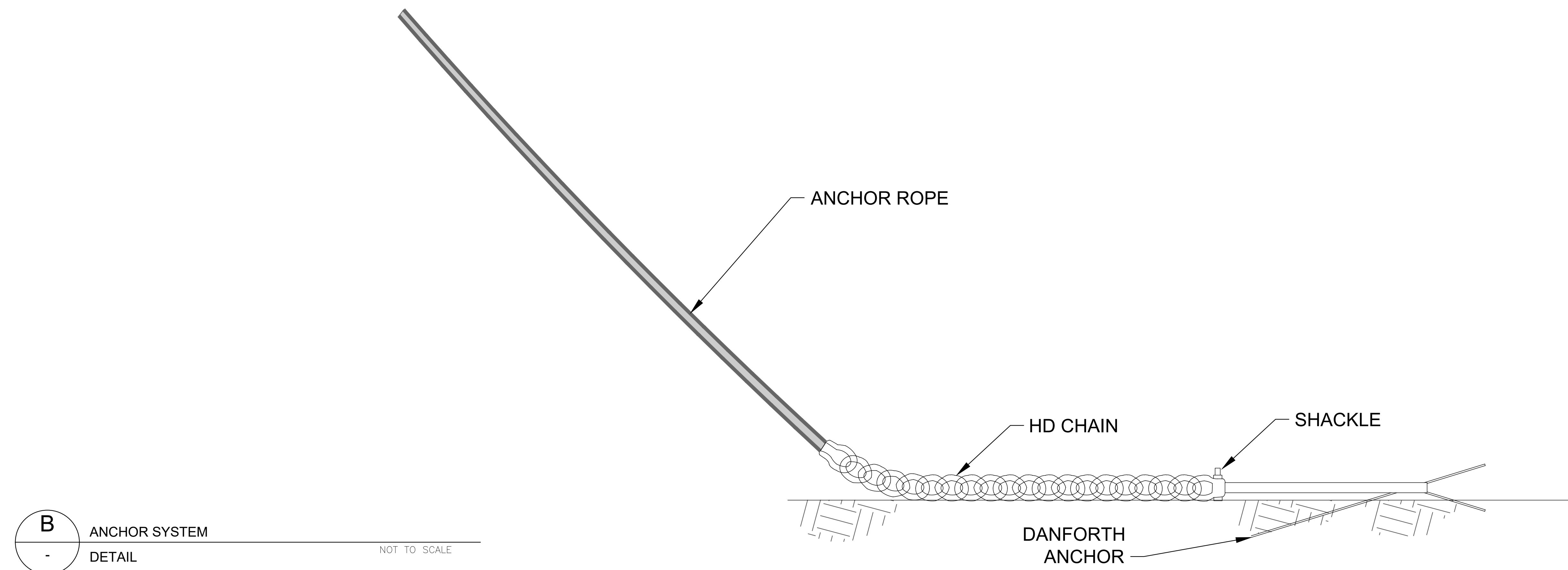
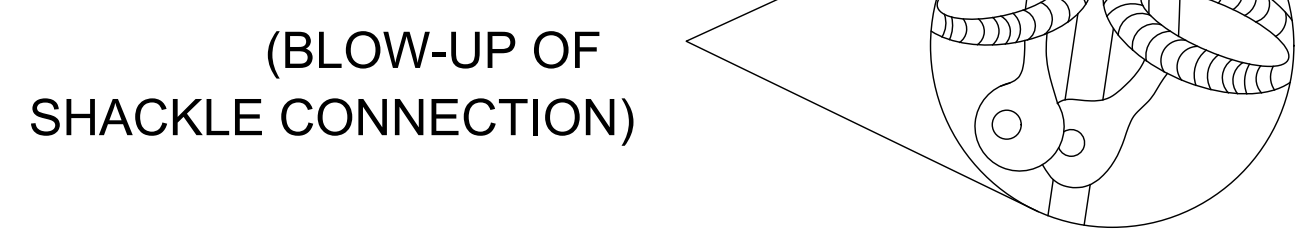
**D-3**

SHEET 12 OF 12



**A** TURBIDITY CURTAIN  
DETAIL NOT TO SCALE

NOTE: INSTALL TYPE 2, MEDIUM DUTY TURBIDITY CURTAIN PER SPECIFICATIONS AND MANUFACTURER INSTRUCTIONS. FULL DEPTH TO ALLOW FOR HIGH TIDE.



**B** ANCHOR SYSTEM  
DETAIL NOT TO SCALE

# **EXHIBIT C**

**FDEP GRANT NO. 25SEP04**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Sebastian Inlet District Coconut Point Shoreline Resilience Agreement Number: 25SRP04

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Sebastian Inlet District Entity Type: Local Government  
Grantee Address: 114 Sixth Avenue, Indialantic, Florida 32903 FEID: 59-2073525 (Grantee)

3. Agreement Begin Date: 7/1/2024 Date of Expiration: 6/30/2027

4. Project Number: (If different from Agreement Number) Project Location(s): Brevard County, Florida

Project Description: The Project will protect 90 linear feet of shoreline through the installation of 15 Reef Arches and planting of 45 large 7-gallon red mangroves.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$95,002.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 2024/2025 GAA Line #1853	\$ 95,002.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 95,002.00
Total Amount of Funding + Grantee Match, if any:			\$ 190,004.00


<p>6. Department's Grant Manager Name: <u>Matthew Behnke</u> or successor</p> <p>Address: <u>Resilient Florida Program</u> <u>3900 Commonwealth Boulevard, MS230</u> <u>Tallahassee, Florida 32399</u></p> <p>Phone: <u>850-245-8305</u></p> <p>Email: <u>Matthew.Behnke@FloridaDEP.gov</u></p>	<p>Grantee's Grant Manager Name: <u>James Gray, Jr.</u> or successor</p> <p>Address: <u>Sebastian Inlet District</u> <u>114 Sixth Avenue</u> <u>Indialantic, Florida 32903</u></p> <p>Phone: <u>321-724-5175</u></p> <p>Email: <u>JGray@Sitd.us</u></p>
---	---


7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input checked="" type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification	
8. <input checked="" type="checkbox"/> The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

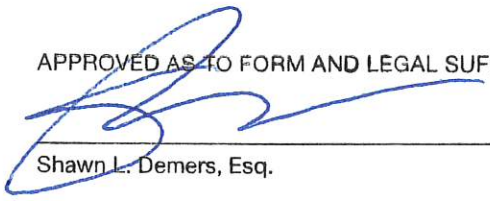
**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

Sebastian Inlet District	<b>GRANTEE</b>
Grantee Name	
By 	1/8/2024
(Authorized Signature)	Date Signed
James Gray, Jr., Executive Director	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	<b>DEPARTMENT</b>
By 	1/17/2025
Secretary or Designee	Date Signed
Alex Reed, Director of the Office of Resilience and Coastal Protection	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Shawn L. Demers, Esq.

---

ORCP Additional Signatures

---

*Matthew Behnke*

DEP Grant Manager, Matthew Behnke

*Katharine Hoover*

DEP QC Reviewer, Katharine Hoover

---

Grantee may add additional signatures below, if needed.

---

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

**there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.  
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 25SRP04**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Sebastian Inlet District Coconut Point Shoreline Resilience. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$95,002 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

## **8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee. If the Grantee is a governmental entity that maintains general liability self-insurance, the Board of Trustees of the Internal Improvement Trust Fund need not be listed as an additional insured to such policy.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
  
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 25SRP04**

**ATTACHMENT 3**

**PROJECT TITLE:** Sebastian Inlet District Coconut Point Shoreline Resilience

**PROJECT LOCATION:** The Project is located in the Sebastian Inlet District within Indian River County, Florida.

**PROJECT DESCRIPTION:**

The Sebastian Inlet District (Grantee) will conduct the Sebastian Inlet District Coconut Point Shoreline Resilience (Project) to include the installation of 15 Reef Arches covering approximately 90 linear feet, depending on spacing and orientation, and the planting of 45 large 7-gallon red mangroves.

**TASKS AND DELIVERABLES:**

**Task 1: Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of three 20 foot sections of Reef Arches totaling approximately 90 linear feet, finalize the planting design of 45 7-gallon red mangroves, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

**Deliverables:** The Grantee will provide the following:

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application.

**Task 2: Construction**

**Description:** The Grantee will transport and install 15 Reef Arches and plant 45 large 7-gallon red mangroves in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will provide the following:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and

- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**ADVANCE PAYMENT:** For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

**PROJECT TIMELINE:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Design and Permitting	Contractual Services	\$2,500	\$2,500	\$5,000	7/1/2024	3/31/2027
2	Construction	Contractual Services	\$92,502	\$92,502	\$185,004	7/1/2024	3/31/2027
<b>Total:</b>			<b>\$95,002</b>	<b>\$95,002</b>	<b>\$190,004</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 7

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY24.25	37.098	Resilient Florida Programs	\$95,002.00	140065
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$95,002.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement’s Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement’s Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement’s Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

### **Grants Funded with American Rescue Plan Act (ARPA) Funds**

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department’s website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 25SRP04**

**SEBASTIAN INLET DISTRICT COCONUT POINT SHORELINE RESILIENCE**

**Sebastian Inlet District**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 25SRP04**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (      ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording file name(s):** \_\_\_\_\_

**Location of photo/video/audio recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 25SRP04

Project Title: Sebastian Inlet District Coconut Point Shoreline Resilience

Grantee: Sebastian Inlet District

---

Subcontractor: \_\_\_\_\_

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Sebastian Inlet District \_\_\_\_\_ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

# DEPARTMENT OF ENVIRONMENTAL PROTECTION

## Advance Payment Terms

### Exhibit E

#### 1. Advance Payments.

- a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

**EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo**

***WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST***

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:  
**Agreement No.**  
**Begin Date:**

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

**Interest Due to DEP:** Yes  No

(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of <b>MM/DD/YY</b> : _____	Final Report: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Project % of Completion as of <b>MM/DD/YY</b> : _____	Estimated Project Completion Date: _____
Initial advanced funds disbursed <b>MM/DD/YY</b>	Cumulative amount of advanced funds \$ _____
1 Advanced funds principal <i>expended</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
2 Advanced funds principal <i>returned</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
3 Advanced funds principal balance available on hand	\$ _____
4 Interest earned on advanced funds covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
5 Amount of interest paid to DEP as of <b>MM/DD/YY</b>	\$ _____
6 Interest balance due to DEP as of <b>MM/DD/YY</b>	\$ _____

**Project Management Certification:**

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

\_\_\_\_\_  
DEP Grant Manager Printed Name

\_\_\_\_\_  
Advanced Funds Recipient Printed Name

\_\_\_\_\_  
DEP Grant Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Funds Recipient Signature

\_\_\_\_\_  
Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

**EXHIBIT D**

**USACE PERMIT NO. SAJ-2025-03216**

**AND**

**ST JOHNS WMD PERMIT NO. 40538-11**



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
400 HIGH POINT DRIVE, SUITE 600  
COCOA, FLORIDA 32926-6630

January 6, 2026

South Atlantic Division  
Jacksonville District  
North Permits Branch  
Cocoa Section  
SAJ-2025-03216 (NWP-PJR)

Sebastian Inlet District  
Attn: Mr. James Gray  
114 6th Avenue  
Indialantic, FL 32903  
Sent via email: [jgray@sitd.us](mailto:jgray@sitd.us)

Dear Mr. Gray:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on November 12, 2025. Your application was assigned file number SAJ-2025-03216. A review of the information and drawings provided indicates that the proposed project would result in the enhancement of aquatic habitat, for a combined 2,634 square feet (SF), to the following specifications:

- 1) Installation of breakwaters between 8 to 15 feet waterward of the Mean-High Water Line (MHWL) with a minimum of 5 foot separation between each section.
- 2) Breakwaters will consist of six (6) 70 to 75 foot (total 473 linear feet) by 6 foot wide sections:
  - a. Breakwater 1 (approximately 450 SF).
  - b. Breakwater 2 (approximately 426 SF).
  - c. Breakwater 3 (approximately 438 SF).
  - d. Breakwater 4 (approximately 420 SF).
  - e. Breakwater 5 (approximately 450 SF).
  - f. Breakwater 6 (approximately 450 SF).
- 3) Breakwaters materials will include precast concrete structures (reef arches and oyster domes) and oyster bags.
- 4) Materials will be of sufficient weight for adequate anchoring to substrate.
- 5) Additional shoreline native plantings will include red mangroves (*Rhizophora mangle*) and *Spartina spp.*
- 6) Aquatic habitat restoration is proposed to result in a net increase in aquatic resource function and services.

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) and Section 404 of the

Clean Water Act (33 U.S.C. § 1344). The project is in the Indian River at 14251 Highway A1A, in Section 20, Township 30 South, Range 39 East, Vero Beach, Indian River County, Florida. Latitude: 27.850061°, Longitude: -80.4534941°.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 54, Living Shorelines. **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions which apply specifically to these authorizations. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need can select "Nationwide Permits". Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all the special and general conditions for NWP-54, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions (33 CFR PART 320-330):**

1. The time limit for completing the work authorized ends on **March 14, 2026.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination

required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization (Attachment 1).

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
  - a. For electronic mail (preferred): [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).
  - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2025-03216 (NWP-PJR), on all submittals.

2. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at [https://www.publications.usace.army.mil/Portals/76/Eng\\_Form\\_6285\\_2024%20Dec%20FINAL.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf)) and submit it to the Corps.

#### 4. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.
- b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

5. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.
6. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
7. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:  
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

8. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.
9. **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 2). The most recent version of the Manatee Conditions must be utilized.

10. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
  
11. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Cocoa Regulatory Office.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this

-7-

Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Paul Ruben at the Cocoa Permits Section at 400 High Point Drive, Suite 600 Cocoa, Florida 32926-6630, by telephone at 321-504-3771, or by email at [paul.j.ruben@usace.army.mil](mailto:paul.j.ruben@usace.army.mil).

Sincerely,



Paul J. Ruben, Project Manager  
Cocoa Permits Section

Enclosures:

Attachment 1: Permit Transfer Request  
Attachment 2: Manatee Conditions  
Attachment 3: Regulations for Approaching Right Whales  
Attachment 4: Project Designs

CC: Emilee Carder (Environmental Science Associates)

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**PERMIT NUMBER: SAJ-2025-03216 (NW-PJR)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or by electronic mail at saj-rd-enforcement@usace.army.mil.

\_\_\_\_\_  
**(TRANSFEREE-SIGNATURE)**

\_\_\_\_\_  
**(SUBDIVISION)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(LOT)**

\_\_\_\_\_  
**(BLOCK)**

\_\_\_\_\_  
**(NAME-PRINTED)**

\_\_\_\_\_  
**(STREET ADDRESS)**

\_\_\_\_\_  
**(MAILING ADDRESS)**

\_\_\_\_\_  
**(CITY, STATE, ZIP CODE)**

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [http://www.myfwc.com/WILDLIFEHABITATS/manatee\\_sign\\_vendors.htm](http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm). Questions concerning these signs can be forwarded to the email address listed above.

# CAUTION: MANATEE HABITAT

All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

## Federal Regulations Governing the Approach to North Atlantic Right Whales



1. Federal regulations governing the approach to North Atlantic right whales can be found at 50 CFR 224.103(c). It is illegal to approach and remain within 500 yards of right whales; 500 yards is equal to the distance of 5 football fields.

Prohibitions on approaching right whales are as follows  
(Excerpts from 50 CFR 224.103(c), available at [www.ecfr.gov](http://www.ecfr.gov)): Unless otherwise lawfully allowed or unless doing so would create an imminent and serious threat to a person or vessel, it is unlawful to:

- (i) *Approach (including by interception) within 500 yards (460 m) of a right whale by vessel*
- (ii) *Fail to undertake required right whale avoidance measures. If underway, a vessel must steer a course away from the right whale and immediately leave the area at a slow safe speed.*

2. Updates can be downloaded from:
  - a. [http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale\\_northatlantic.htm](http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale_northatlantic.htm), or
  - b. [www.ecfr.gov](http://www.ecfr.gov)



5404 CYPRESS CENTER DRIVE  
SUITE 125  
TAMPA, FL 33609  
(813) 207-7200  
WWW.ESASSOC.COM

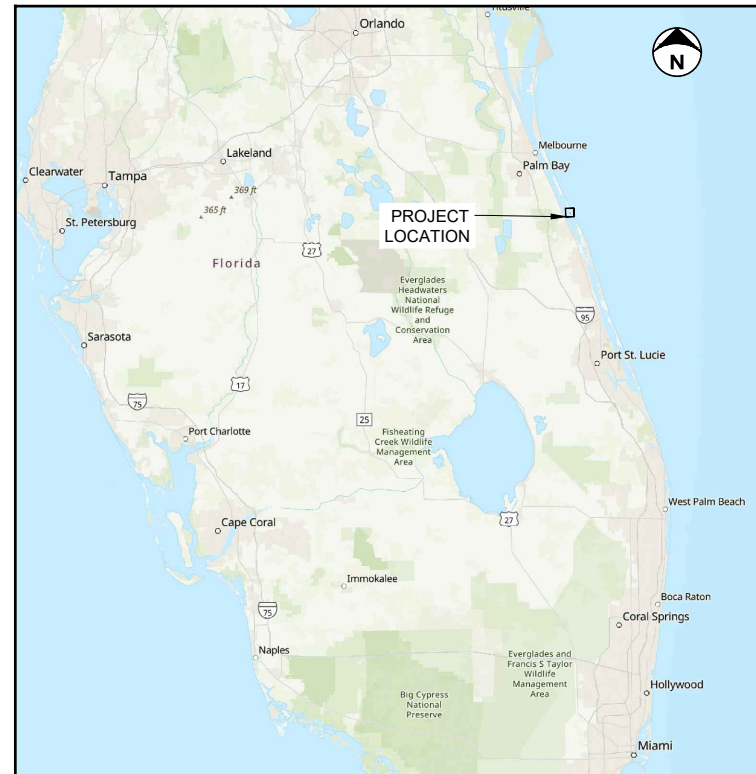
STAMP

CONSULTANT

# COCONUT POINT LIVING SHORELINE PROJECT

## DESIGN PLAN SET

SEBASTIAN INLET, FLORIDA, SEPTEMBER 2025



**VICINITY MAP**

NOT TO SCALE



**LOCATION MAP**

NOT TO SCALE

### ABBREVIATIONS

APPROX	APPROXIMATE
EL.	ELEVATION
EX.	EXISTING
FT	FOOT, FEET
MHW	MEAN HIGH WATER
MLW	MEAN LOW WATER
MIN	MINIMUM
MSL	MEAN SEA LEVEL
NAD83	NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
G-1	COVER SHEET
G-2	GENERAL NOTES
C-1	PROJECT LOCATION OVERVIEW
C-2	EXISTING CONDITIONS
C-3	GEOMETRY LAYOUT
C-4	PROPOSED CONDITIONS
C-5	CROSS SECTIONS
D-1	REEF ARCH DETAILS
D-2	OYSTER DETAILS
D-3	BMP DETAILS

PROJECT NAME  
**COCONUT POINT  
LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 09/10/2025

SCALE IS AS SHOWN WHEN  
PLOTTED TO FULL SIZE (22"x34")  
1" = 1'

PHASE  
DESIGN PLANS

SHEET TITLE

COVER SHEET

SHEET NUMBER

**G-1**

228  
SHEET 1 OF 10

## GENERAL NOTES

- THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF THE QUANTITIES OF WORK REQUIRED TO COMPLETE THE CONSTRUCTION SHOWN ON THE PLANS. THE CONTRACTOR SHALL ALSO MAKE THEIR OWN ASSESSMENT OF THE SITE AND THE WORK REQUIRED PRIOR TO BIDDING AND ANY DISCREPANCIES, ERRORS OR OMISSIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE THE BID DUE DATE. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
- ALL EXCAVATION AND PLACEMENT MUST BE COMPLETED BY MECHANICAL METHODS.
- ALL CONSTRUCTION ACTIVITY WILL BE CONDUCTED DURING DAYLIGHT HOURS FROM ONE HALF-HOUR AFTER SUNRISE TO ONE HALF-HOUR BEFORE SUNSET.
- ALL WORK WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- ALL WORK WILL BE COMPLETED WITHIN DESIGNATED AREAS AND TO DESIGNATED ELEVATIONS.
- THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THE WORK IN SUCH MANNER AS TO NOT OBSTRUCT SEBASTIAN INLET STATE OPERATIONS, OR SEBASTIAN INLET NAVIGATION DISTRICT OPERATIONS. CONTRACTOR SHALL MAKE REASONABLE EFFORTS TO AFFORD A PRACTICABLE AND SAFE PASSAGE. UPON THE COMPLETION OF THE WORK THE CONTRACTOR SHALL PROMPTLY REMOVE THE EQUIPMENT, ETC. THE CONTRACTOR WILL ALSO BE REQUIRED TO REMOVE OBSTRUCTIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR ALL EQUIPMENT INGRESS AND EGRESS TO AND FROM THE PROJECT WORK AREAS. THE CONTRACTOR SHALL MAKE AN INVESTIGATION OF ACCESS ROUTES AND THE ROADS FOR TRANSPORTATION, LOAD LIMITS FOR BRIDGES AND ROADS, AND OTHER ROAD CONDITIONS AFFECTING THE TRANSPORTATION OF MATERIALS AND EQUIPMENT TO THE WORK SITES. THE CONTRACTOR SHALL ALSO INVESTIGATE THE AVAILABILITY OF ANY STAGING, STORAGE, AND STOCK PILING AREAS AND SHALL MAKE ALL ARRANGEMENTS FOR USE OF ANY SUCH AREAS FOR THE DELIVERY OF ANY MATERIALS AND EQUIPMENT TO BE USED IN COMPLETING THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES OR OTHER OBJECTS PRIOR TO COMMENCING WORK AT THE SITE. ANY UTILITIES OR OTHER ITEMS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT NO COST TO THE OWNER/ DISTRICT. CONTACT "SUNSHINE" AT 1-800-432-4770.
- ALL AREAS OR ITEMS (SIDEWALK, CATWALK, PARKING LOT, ETC.) THAT ARE DAMAGED OR DISTURBED ABOVE OR BELOW GROUND BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL OR BETTER CONDITION AT NO COST TO THE DISTRICT. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION OF EQUAL TO, OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING HORIZONTAL AND VERTICAL ACCURACY DURING EXCAVATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- CONSTRUCTION TRAFFIC SHALL NOT IMPEDE THE SAFE AND EFFICIENT USE OF SURROUNDING ROADWAYS. CONTRACTOR SHALL FOLLOW FDOT STANDARD INDICES 600 AND 604 FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION OF THE TEMPORARY CONSTRUCTION ACCESS CONNECTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY REMOVAL OF ANY FUGITIVE DUST, SAND OR DEBRIS WHICH MAY BE CAUSED BY THEIR ACTIONS FROM THE RIGHT OF WAY.
- ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 7 DAYS AFTER DISTURBANCE.
- THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION, WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF SITE COMPLETION. THE INTENT OF THIS PROVISION IS TO "SAFE UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.
- ALL SIDEWALK DAMAGED BY THE CONTRACTOR OR SUBCONTRACTORS SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, AT THE DIRECTION OF THE ENGINEER.
- RECORD DRAWINGS: TWO (2) SETS OF THE FINAL RECORD DRAWING AS-BUILTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.
- REPORT SUBMISSION: THE CONTRACTOR SHALL MAINTAIN A LOG DETAILING DAILY CONSTRUCTION ACTIVITY DURING THE CONTRACT PERIOD. THE DATA SHALL BE RECORDED ON FORMS PROVIDED BY THE OWNER/ENGINEER. ALL DATA IN ORIGINAL FORM SHALL BE FORWARDED DIRECTLY TO THE OWNER/ENGINEER, WITHIN 10 DAYS OF COLLECTION AND COPIES OF THE DATA SHALL BE SUPPLIED TO THE OWNER/ENGINEER. FOLLOWING PROJECT COMPLETION, A REPORT SUMMARIZING THE ABOVE INCIDENTS AND SIGHTINGS SHALL BE SUBMITTED TO THE FOLLOWING:

ENVIRONMENTAL SCIENCE ASSOCIATES  
5404 CYPRESS CENTER DRIVE, SUITE 125  
TAMPA, FL 33609  
(813) 207-7216

## SURVEY NOTES

- HYDROGRAPHIC AND TOPOGRAPHIC SURVEY PERFORMED BY LAND AND SEA SURVEYING CONCEPTS, INC. ON APRIL 18, 2022.
- VERTICAL DATUM SHOWN IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). HORIZONTAL DATUM SHOWN IS BASED ON NORTH AMERICAN DATUM 1983 (NAD83) FLORIDA EAST ZONE 901 STATE PLANE COORDINATES. ALL ELEVATIONS ARE REPORTED IN U.S. FEET.
- AERIAL PHOTOGRAPHY PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION, 2023.
- DRAWINGS REPRESENT CONDITIONS ENCOUNTERED AT TIME OF SURVEY. SITE CONDITIONS ARE DYNAMIC AND SUBJECT TO CHANGE. CONTRACTOR SHALL CONDUCT SURVEY PRIOR TO SITE DISTURBANCE TO VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION.
- QUANTITIES ARE CONSIDERED AN ESTIMATE AND IS NOT THE BASIS FOR PAYMENT TO THE CONTRACTOR. PAYMENT FOR THIS WORK SHALL NOT BE BASED ON THE VOLUME OF MATERIAL (CUBIC YARDS) PLACED AT THE WORK AREA. THE CONTRACTOR SHALL BE COMPENSATED SOLELY BASED ON THE LUMP SUM BID PRICE. CONTRACTOR SHALL MAKE AN ASSESSMENT OF THIS AND ANY OTHER RELEVANT INFORMATION NECESSARY, IN THE JUDGMENT OF THE CONTRACTOR, IN DETERMINING THE EXPECTED VOLUME TO BE REMOVED/ADDED.

## ENVIRONMENTAL PROTECTION NOTES

- IF ARCHEOLOGICAL OR HISTORIC RESOURCES ARE ENCOUNTERED THE CONTRACTOR SHALL NOTIFY ECKERD COLLEGE IMMEDIATELY AND STOP WORK UNTIL DIRECTED TO RESTART.
- THE CONTRACTOR SHALL COMPLY WITH THE STANDARD MANATEE CONDITIONS FOR IN-WATER WORK (2011) FOR ALL IN-WATER ACTIVITY.
  - THE CONTRACTOR SHALL INSTRUCT ALL PERSONNEL ASSOCIATED WITH THE PROJECT OF THE POTENTIAL PRESENCE OF THESE SPECIES AND THE NEED TO AVOID COLLISIONS WITH MANATEES, SEA TURTLES AND SMALLTOOTH SAWFISH. ALL CONSTRUCTION PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF THESE SPECIES.
  - THE CONTRACTOR SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES, SEA TURTLES OR SMALLTOOTH SAWFISH, WHICH ARE PROTECTED UNDER THE ENDANGERED SPECIES ACT OF 1973.
  - ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "IDLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
  - SILTATION BARRIERS SHALL BE MADE OF MATERIAL IN WHICH A MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH CANNOT BECOME ENTANGLED. SILTATION BARRIERS SHALL BE PROPERLY SECURED AND REGULARLY MONITORED TO AVOID PROTECTED SPECIES ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH MOVEMENT.
  - ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S), SEA TURTLES AND SMALLTOOTH SAWFISH. ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUTDOWN IF MANATEE(S), SEA TURTLES AND/OR SMALLTOOTH SAWFISH COME WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE ANIMAL HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES AND THE ANIMAL HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
  - ANY COLLISION WITH AND/OR INJURY TO A MANATEE, SEA TURTLE OR SMALLTOOTH SAWFISH SHALL BE REPORTED IMMEDIATELY TO THE OWNER/ENGINEER, FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) HOTLINE AT 1-888-404-3922, AND EMAILED TO FWC AT IMPERILED SPECIES@MYFWC.COM. COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S.FISH & WILDLIFE SERVICE IN VERO BEACH (772) 562-3909 AND TO THE LOCAL AUTHORIZED SEA TURTLE STRANDING/RESCUE ORGANIZATION.
  - TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FWC MUST BE USED. ONE SIGN WHICH READS "CAUTION BOATERS" MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8.5"x11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUT DOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED IN WATER-RELATED ACTIVITIES. THESE SIGNS CAN BE VIEWED AT [HTTP://WWW.MYFWC.COM/WILDLIFEHABITATES/MANATEE\\_SIGN\\_VENDORS.HTML](http://www.myfwc.com/wildlifehabitates/manatee_sign_vendors.html). QUESTIONS CONCERNING THESE SIGNS CAN BE FORWARDED TO THE EMAIL ADDRESS LISTED ABOVE.
  - WHILE PERFORMING BACKFILLING, IT IS IMPORTANT TO ENSURE THAT MANATEES OR SEA TURTLES DO NOT BECOME ENTRAPPED DURING RIP RAP INSTALLATION OR GAIN ACCESS AFTER RIP RAP HAS BEEN INSTALLED AND BEFORE FILLING WORK HAS BEEN COMPLETED. IF A MANATEE OR SEA TURTLE BECOMES ENTRAPPED, THE AREA SHALL BE OPENED TO ALLOW THE MANATEE OR TURTLE TO LEAVE OF ITS OWN VOLITION. IT SHALL NOT BE HERDED OR HARASSED INTO LEAVING THE AREA.
- TURBIDITY CONTROL MEASURES WILL BE PROPERLY MAINTAINED IN COMPLIANCE WITH FEDERAL AND STATE WATER QUALITY STANDARDS. IF TURBIDITY LEVELS EXCEED WATER QUALITY STANDARDS, DREDGING ACTIVITY WILL CEASE UNTIL LEVELS RETURN TO THE ACCEPTABLE RANGE. WATER QUALITY WILL BE MONITORED BY THE ENGINEER OF RECORD'S REPRESENTATIVE. SHOULD TURBIDITY BE MEASURED MORE THAN 0 NTUS ABOVE BACKGROUND, WORK WILL CEASE UNTIL TURBIDITY HAS FALLEN TO AN ACCEPTABLE BACKGROUND LEVEL.
- BEST MANAGEMENT PRACTICES FOR EROSION AND TURBIDITY CONTROL, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED HAY BALES, TURBIDITY BARRIERS, AND SILT SCREENS, SHALL BE USED AND MAINTAINED AS NECESSARY AT ALL TIMES DURING THE PROJECT. TURBIDITY CONTROL DEVICES SHALL BE MAINTAINED AND SHALL REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION TO ENSURE THAT TURBIDITY LEVELS OUTSIDE THE CONSTRUCTION AREA DO NOT EXCEED BACKGROUND LEVELS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT TURBIDITY CONTROL DEVICES ARE INSPECTED DAILY AND MAINTAINED IN GOOD WORKING ORDER SO THAT THERE ARE NO VIOLATIONS OF STATE WATER QUALITY STANDARDS OUTSIDE OF THE TURBIDITY SCREENS. A DAILY TURBIDITY LOG SHALL BE MAINTAINED BY THE COUNTY WITH ENTRIES PRIOR TO THE START OF EACH DAY'S WORK, EACH HOUR THROUGHOUT THE DAY, AND 30 MINUTES PRIOR TO THE END OF WORK. THE DISTRICT REPRESENTATIVE WILL EVALUATE THE IMPLEMENTATION, DEPLOYMENT, AND EFFECTIVENESS OF SILTATION/TURBIDITY CONTROL DEVICES.
- MANGROVES THAT NATURALLY RECRUIT WITHIN THE PROJECT AREA CAN BE TRIMMED PER FDEP'S STANDARD MANGROVE TRIMMING RULES TO PRESERVE THE EXISTING VIEWSHED.
- EXISTING MANGROVES ON SITE ARE NOT TO BE DISTURBED DURING CONSTRUCTION.
- MANGROVES THAT ARE PLANTED OR NATURALLY RECRUIT INTO THE LIVING SHORELINE PROJECT AREA MAY BE TRIMMED OR WINDOWED TO PRESERVE VIEWSHED.
- INVASIVE & EXOTIC VEGETATION MUST BE REMOVED FROM THE PROJECT LIMITS AND DISPOSED OF PROPERLY OFFSITE.

LEGEND	
MEAN HIGH WATER (MHW)	
SEAGRASS LINE	
VEGETATION LINE	
LIVING SHORELINE COMPONENT	
TURBIDITY CURTAIN	
POTENTIAL PLANTING AREA	

## GENERAL NOTES

- PRECAST CONCRETE BREAKWATERS SHALL BE A MINIMUM OF 500 POUNDS AND A MAXIMUM OF 1,300 POUNDS.
- LOCATION OF OYSTER REEFS ARE SHOWN AS APPROXIMATE. EXACT LOCATIONS WILL BE MARKED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- INSTALLATION OF REEF ELEMENTS WILL BE DONE BY WATER. INSTALLATION OF REEF ELEMENTS BY LAND IS NOT ALLOWED.
- PRECAST CONCRETE REEF UNITS SHALL BE OF 4,000 PSI CONCRETE WITH A NEUTRAL PH, SUCH THAT IT IS CONDUCTIVE TO COLONIZATION BY OYSTERS.
- PRECAST CONCRETE MUST CURE 28 DAYS AND MEET BREAKING STRENGTH BEFORE INSTALLATION. USE LIFTING STRAP TO MOVE AND POSITION DURING PLACEMENT.
- OYSTER BAGS SHALL BE HAVE A MAXIMUM NETTING OPENING OF 1".
- OYSTER BAGS WILL BE FILLED WITH RECYCLED OYSTER SHELL AND CLAMPED WITH A STAINLESS STEEL HOG RING. BAGS SHOULD AVERAGE 35 TO 40 LBS WHEN FULL.
- THE ENDS OF EACH OYSTER BAG PYRAMID SHALL BE ANCHORED TO THE BOTTOM WITH COMPOSITE REBAR HOOKS..
- OYSTER BAGS WILL BE STACKED WITH A THREE BAG BASE WIDTH AND TWO BAG TOP WIDTH AND SECURED TO ONE ANOTHER WITH ZIP-TIES ON EACH END.

## TIDE DATUM TABLE

- TIDAL DATUM DATA OBTAINED FROM THE NOAA SEBASTIAN INLET STATION, STATION NO. 8722004

DATUM	ELEVATION (FT NAVD88)
MHHW	0
MHW	-0.19
MSL	-1.2
MLW	-2.3
MLLW	-2.43
NAVD88	0
STND	-4.33

## OFF-SITE DISPOSAL NOTES

- DEBRIS, SUCH AS STUMPS, ROCKS, ROCK FRAGMENTS, ROOTS, LOGS, TRASH, VEGETATION, FILTER FABRIC, ETC. AND ANY OTHER OBJECTS EXCEPT ARCHEOLOGICAL OR HISTORIC RESOURCES THAT EXIST WITHIN THE PROJECT AREA OR ARE UNEARTHED DURING OPERATIONS, SHALL BE REMOVED, TRANSPORTED, AND DISPOSED OF AT THE COUNTY LANDFILL AND SHOULD BE EXPECTED TO BE ENCOUNTERED DURING THE OPERATIONS AND WILL NOT CONSTITUTE A CHANGE OF CONDITION TO THE CONTRACT/AGREEMENT. REMOVAL AND DISPOSAL OF DEBRIS WILL TO BE SOLE RESPONSIBILITY OF THE CONTRACTOR IN ITS ENTIRETY. REMOVAL AND DISPOSAL OF DEBRIS AND OBSTRUCTIONS SHALL NOT BE PROVIDED FOR SEPARATELY FOR PAYMENT. ALL COSTS ASSOCIATED WITH THE REQUIRED DISPOSAL OF DEBRIS SHALL BE INCLUDED IN THE CONTRACT PRICE. THESE SPECIFICATIONS ARE NOT AN ALL-INCLUSIVE REFERENCE OF DEBRIS TYPES, WHICH MAY BE ENCOUNTERED. IT IS ANTICIPATED THAT DURING CLEARING/CONSTRUCTION ACTIVITY DEBRIS (INCLUDED BUT NOT LIMITED TO VEGETATION, TREES, ROOTS, ROCKS, BEDROCK, FILTER FABRIC, CONCRETE, ASPHALT, WOOD, TRASH, GARBAGE, UNUSABLE SOIL, METAL, ETC.) WILL BE ENCOUNTERED. THE CONTRACTOR SHALL BE PREPARED AND RESPONSIBLE FOR PROPER REMOVAL AND DISPOSAL.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING MATERIALS OFFSITE. (I.E. DESIGNATED VEGETATION, FILTER FABRIC, SILT FENCE, TRASH, DEBRIS, ETC.).



5404 CYPRESS CENTER DRIVE  
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TAMPA, FL 33609  
(813) 207-7200  
WWW.ESASSOC.COM

STAMP

CONSULTANT

PROJECT NAME  
COCONUT POINT  
LIVING SHORELINE PROJECT  
AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
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CHECKED	EMD
IN CHARGE	BDF

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PHASE  
DESIGN PLANS

SHEET TITLE

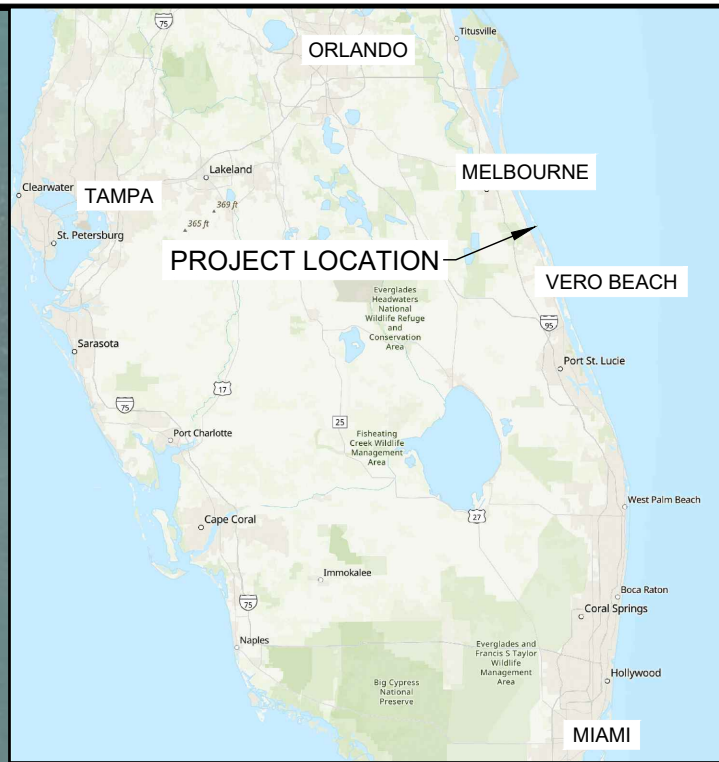
GENERAL NOTES

SHEET NUMBER

G-2

229  
SHEET 2 OF 10

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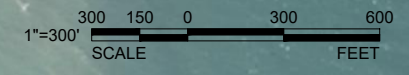
PHASE  
 DESIGN PLANS

SHEET TITLE

PROJECT LOCATION  
 OVERVIEW

SHEET NUMBER  
**C-1**  
 230  
 SHEET 3 OF 10

ATLANTIC OCEAN



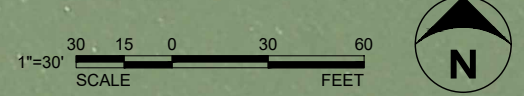
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CONTROL CHART NAD '83 - NAVD '88						
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BM1	IWIR-10	1281574.6000	834205.4300	27 51 29.74450	080 26 56.36701	6.73'
BM2	PK NAIL & DISK #5170	1280799.6512	833467.2857	27 51 22.10384	080 27 04.62943	6.10'



LEGEND	
EX. SEAGRASS LINE (2025-06-03)	
EX. VEGETATION LINE (2025-06-03)	

- NOTES**
- BATHYMETRIC SURVEY PROVIDED BY LAND AND SEA SURVEYING, 2022-05-04.
  - SEAGRASS AND VEGETATION SURVEY PERFORMED BY ESA, 2025-06-03.



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CONSULTANT

PROJECT NAME  
**COCONUT POINT LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS		
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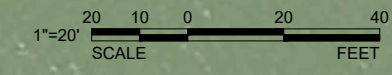
PHASE  
 DESIGN PLANS

SHEET TITLE

**EXISTING CONDITIONS**

SHEET NUMBER  
**C-2**  
 SHEET 4 OF 10

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DESIGN PLANS

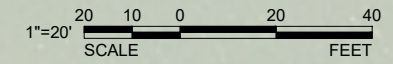
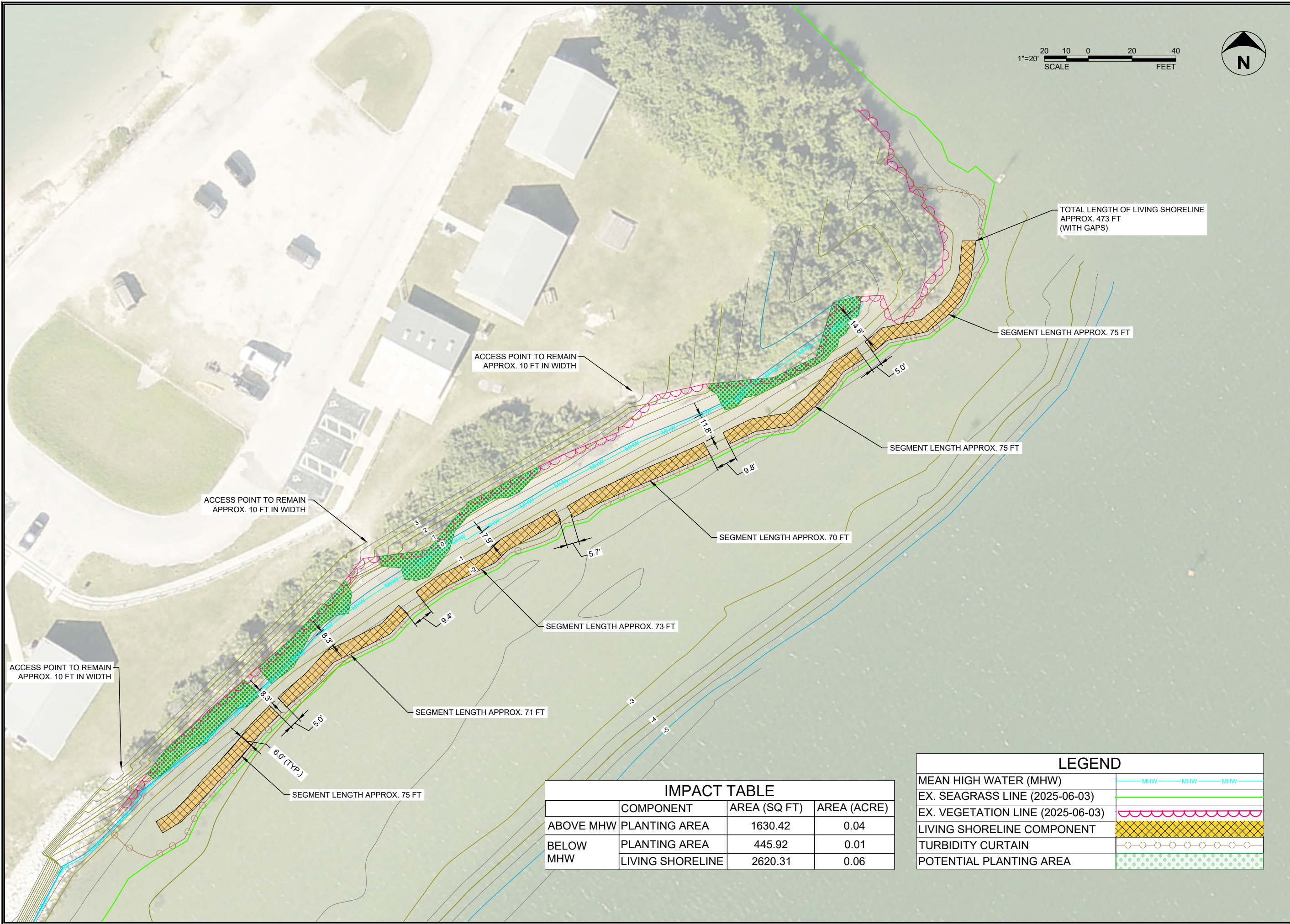
SHEET TITLE

GEOMETRY LAYOUT

SHEET NUMBER  
**C-3**

232  
SHEET 5 OF 10

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SHEET TITLE  
**PROPOSED  
 CONDITIONS**

SHEET NUMBER  
**C-4**  
 SHEET 6 OF 10

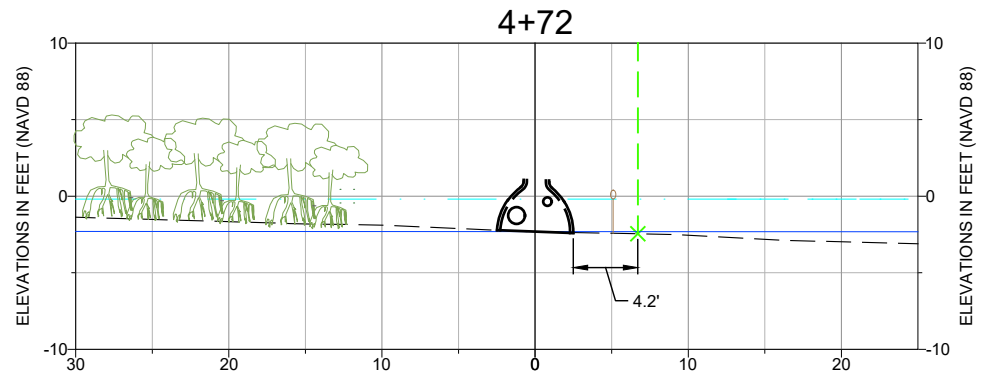
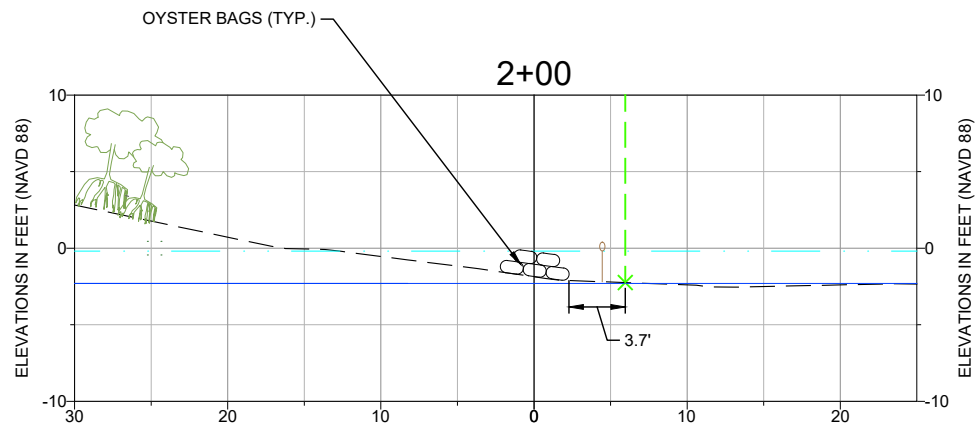
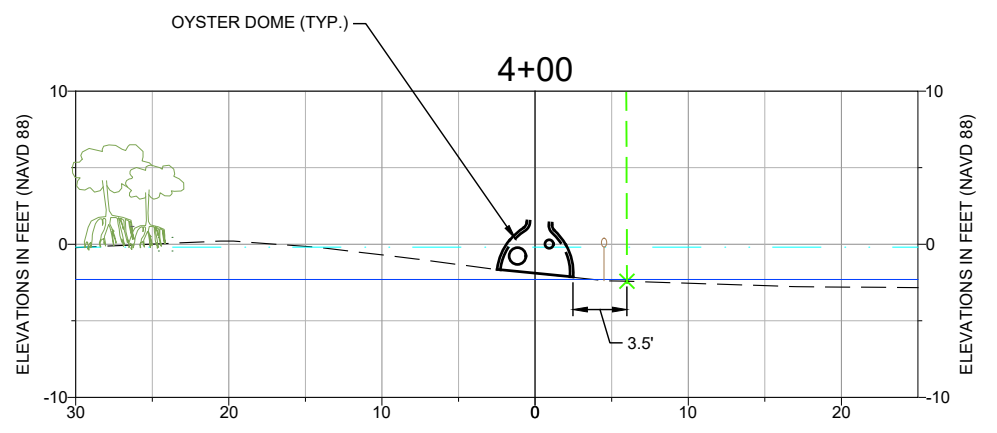
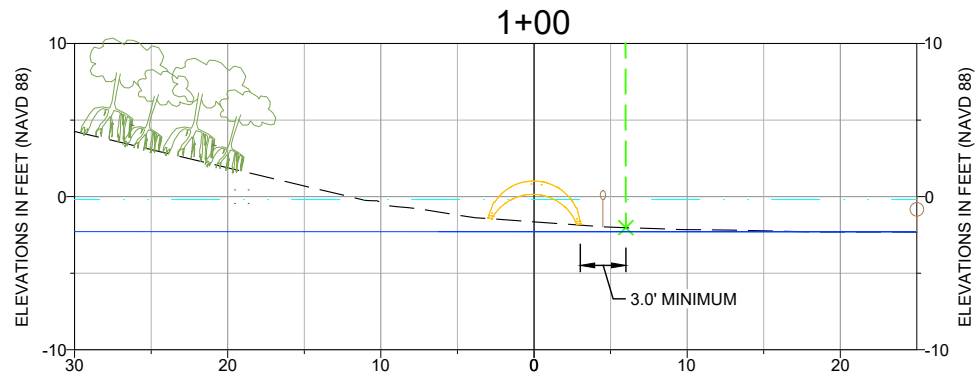
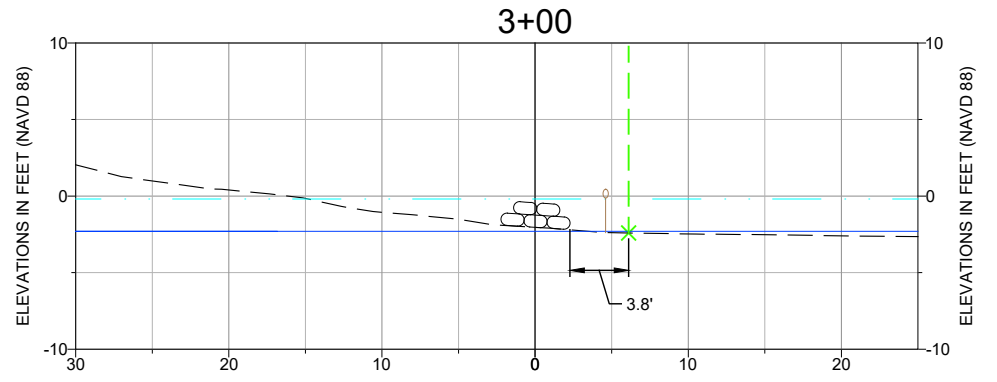
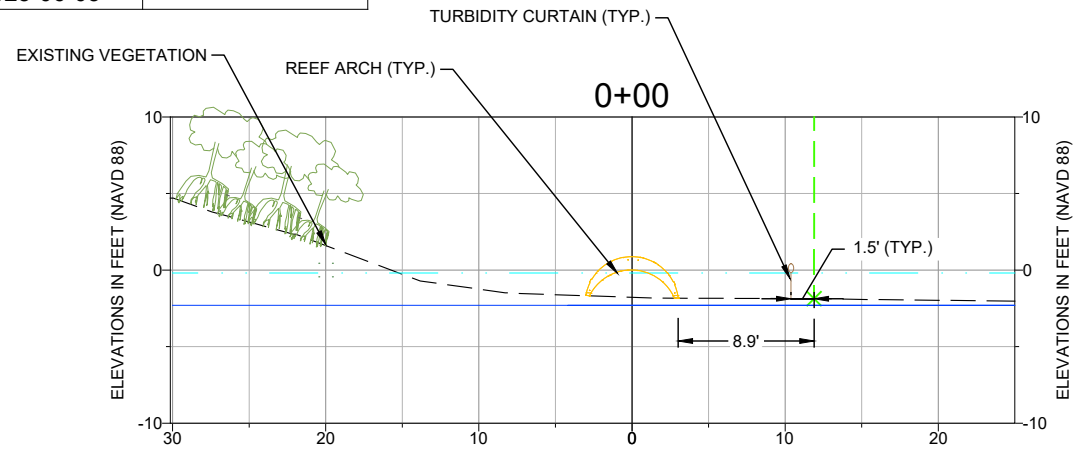
	COMPONENT	AREA (SQ FT)	AREA (ACRE)
ABOVE MHW	PLANTING AREA	1630.42	0.04
BELOW MHW	PLANTING AREA	445.92	0.01
	LIVING SHORELINE	2620.31	0.06

MEAN HIGH WATER (MHW)	
EX. SEAGRASS LINE (2025-06-03)	
EX. VEGETATION LINE (2025-06-03)	
LIVING SHORELINE COMPONENT	
TURBIDITY CURTAIN	
POTENTIAL PLANTING AREA	

FILE: P:\01\_CAD\2020\000001\2020000302.04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DWG\WORKING\C-CROSS SECTIONS.dwg PLOT DATE: 9/10/2025 10:06:51 AM PLOTTED BY: BRYAN FLYNN

**LEGEND**

EXISTING GROUND	
MEAN HIGH WATER (MHW)	
MEAN LOW WATER (MLW)	
EX. SEAGRASS 2025-06-03	



STAMP

CONSULTANT

PROJECT NAME  
**COCONUT POINT  
LIVING SHORELINE PROJECT**  
AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED BDF  
DRAWN EIC  
CHECKED EMD  
IN CHARGE BDF

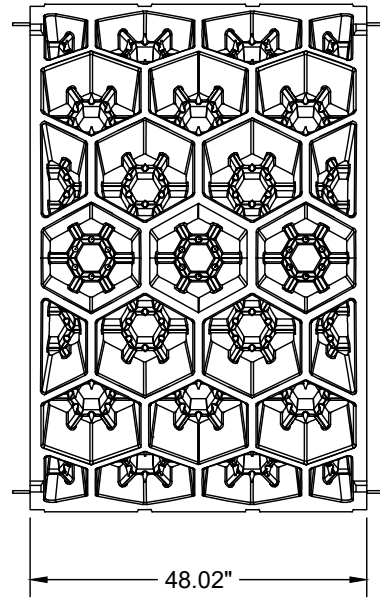
PROJECT NUMBER D202000302.04  
ISSUE DATE 09/10/2025  
SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE  
**DESIGN PLANS**

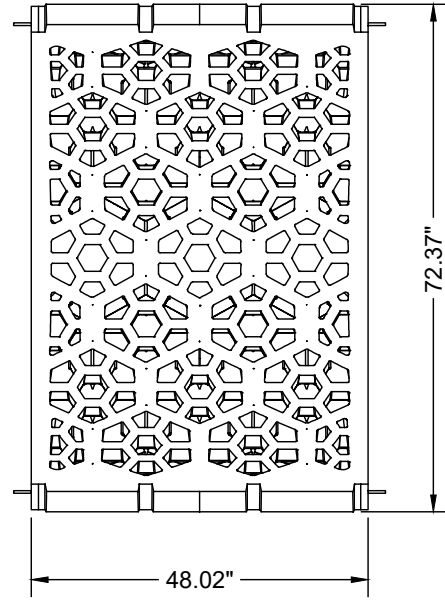
SHEET TITLE  
**CROSS SECTIONS**

SHEET NUMBER  
**C-5**  
234  
SHEET 7 OF 10

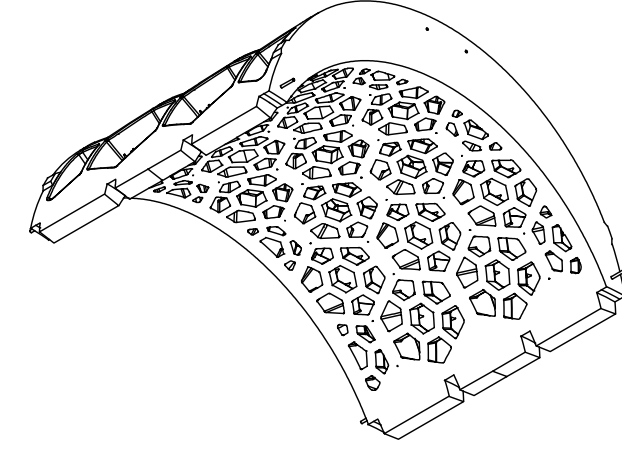
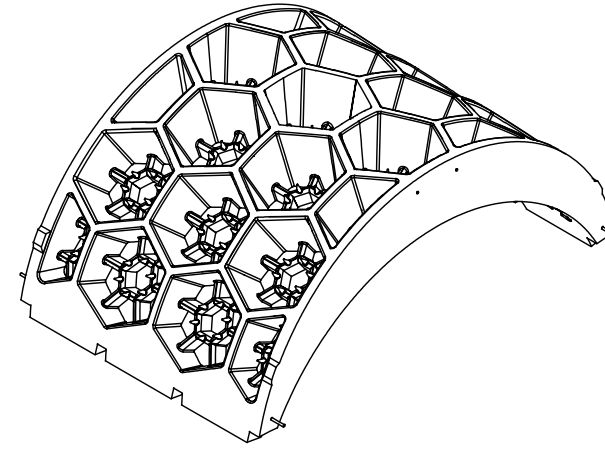
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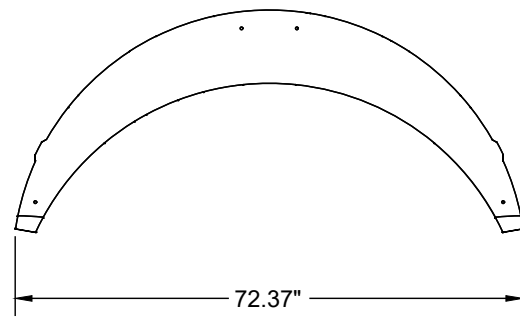
TOP VIEW



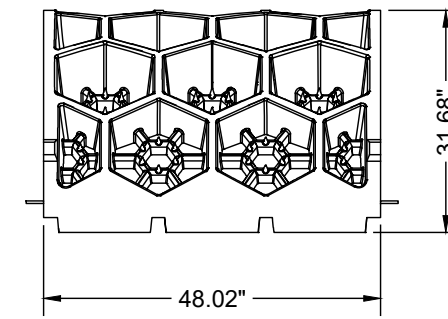
BOTTOM VIEW



ISOMETRIC VIEWS



FRONT VIEW



SIDE VIEW

REEF ARCH - 1,200 LBS. UNIT  
 DETAIL FROM FERGUSON WATERWORKS



5404 CYPRESS CENTER DRIVE  
 SUITE 125  
 TAMPA, FL 33609  
 (813) 207-7200  
 WWW.ESASSOC.COM

STAMP

CONSULTANT

PROJECT NAME  
**COCONUT POINT  
 LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS  
 # DATE DESCRIPTION

DESIGNED BDF  
 DRAWN EIC  
 CHECKED EMD  
 IN CHARGE BDF

PROJECT NUMBER D202000302.04  
 ISSUE DATE 09/10/2025

SCALE IS AS SHOWN WHEN  
 PLOTTED TO FULL SIZE (22"x34")

PHASE  
 DESIGN PLANS

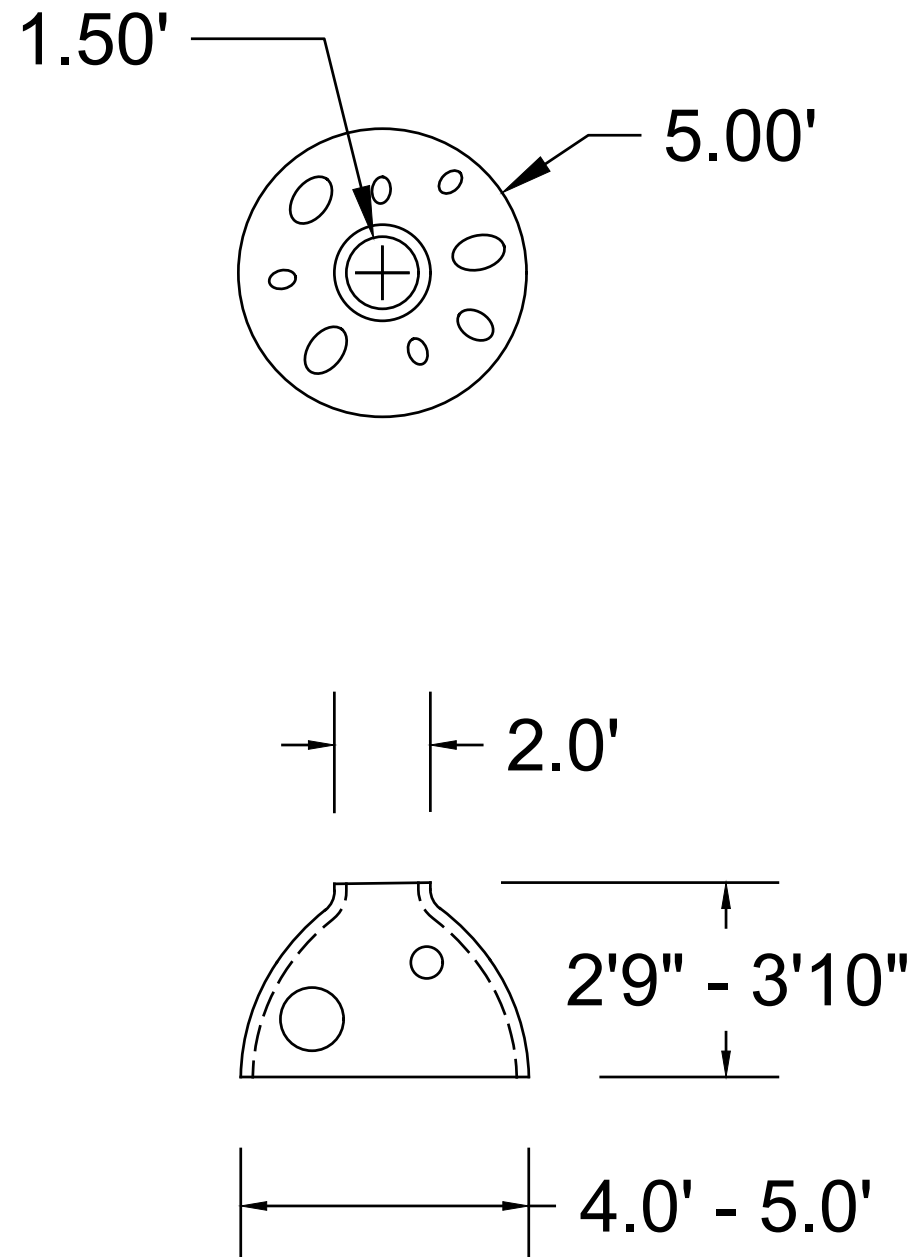
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REEF ARCH DETAILS

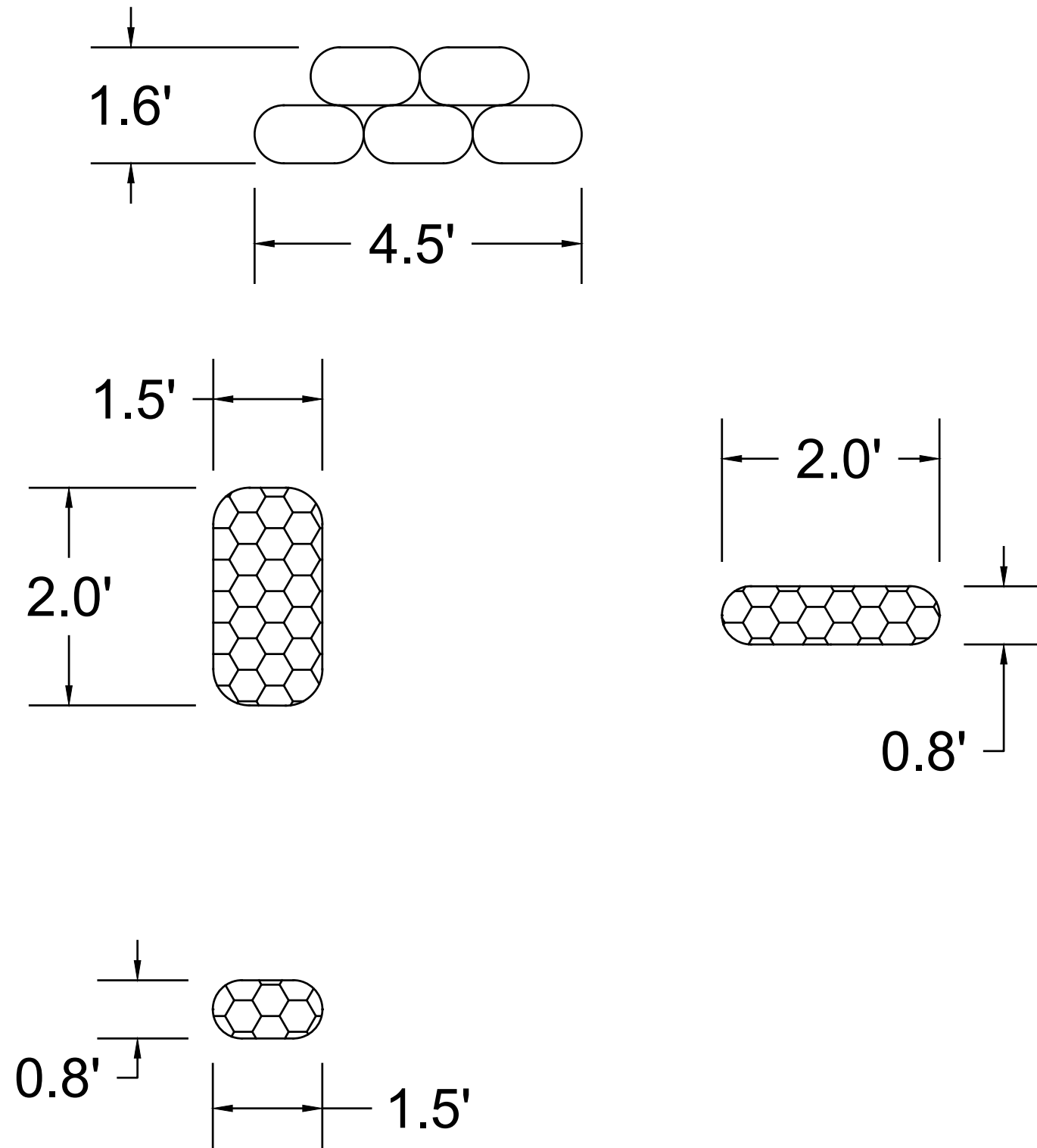
SHEET NUMBER  
**D-1**

235  
 SHEET 8 OF 10

# OYSTER DOME



# OYSTER BAG PYRAMID



FILE: P:\01 CAD\2020\0000\02\02 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Arch\DETAILS.dwg PLOT DATE: 9/10/2025 10:07:02 AM PLOTTED BY: BRYAN FLYNN

STAMP

CONSULTANT

PROJECT NAME  
**COCONUT POINT  
 LIVING SHORELINE PROJECT**  
 AT SEBASTIAN INLET STATE PARK

REVISIONS

#	DATE	DESCRIPTION

DESIGNED	BDF
DRAWN	EIC
CHECKED	EMD
IN CHARGE	BDF

PROJECT NUMBER D202000302.04

ISSUE DATE 09/10/2025

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

PHASE  
 DESIGN PLANS

SHEET TITLE

OYSTER DETAILS

SHEET NUMBER

**D-2**

236  
 SHEET 9 OF 10

FILE: P:\01 CAD\2020\xxxx\1202000302.04 - Coconut Point Living Shoreline\DWG\Coconut Point Reef Aches\DWG\WORKING\1-REEF ARCH DETAILS.dwg PLOT DATE: 9/10/2025 10:07:07 AM PLOTTED BY: BRYAN FLYNN

STAMP

CONSULTANT

PROJECT NAME  
**COCONUT POINT  
LIVING SHORELINE PROJECT**  
AT SEBASTIAN INLET STATE PARK

REVISIONS		
#	DATE	DESCRIPTION
DESIGNED	BDF	
DRAWN	EIC	
CHECKED	EMD	
IN CHARGE	BDF	

PROJECT NUMBER D202000302.04  
ISSUE DATE 09/10/2025  
SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")

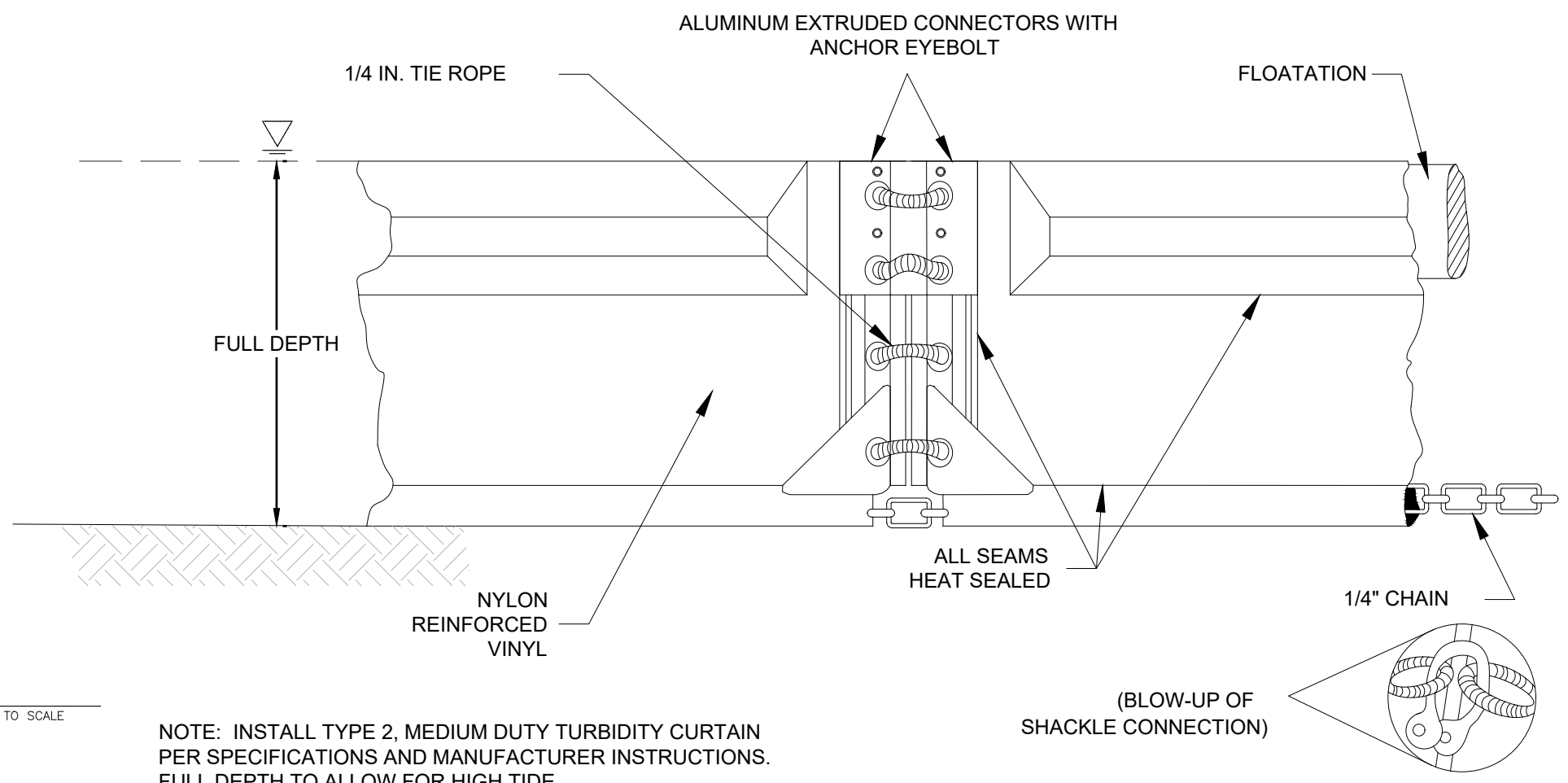
PHASE  
DESIGN PLANS

SHEET TITLE

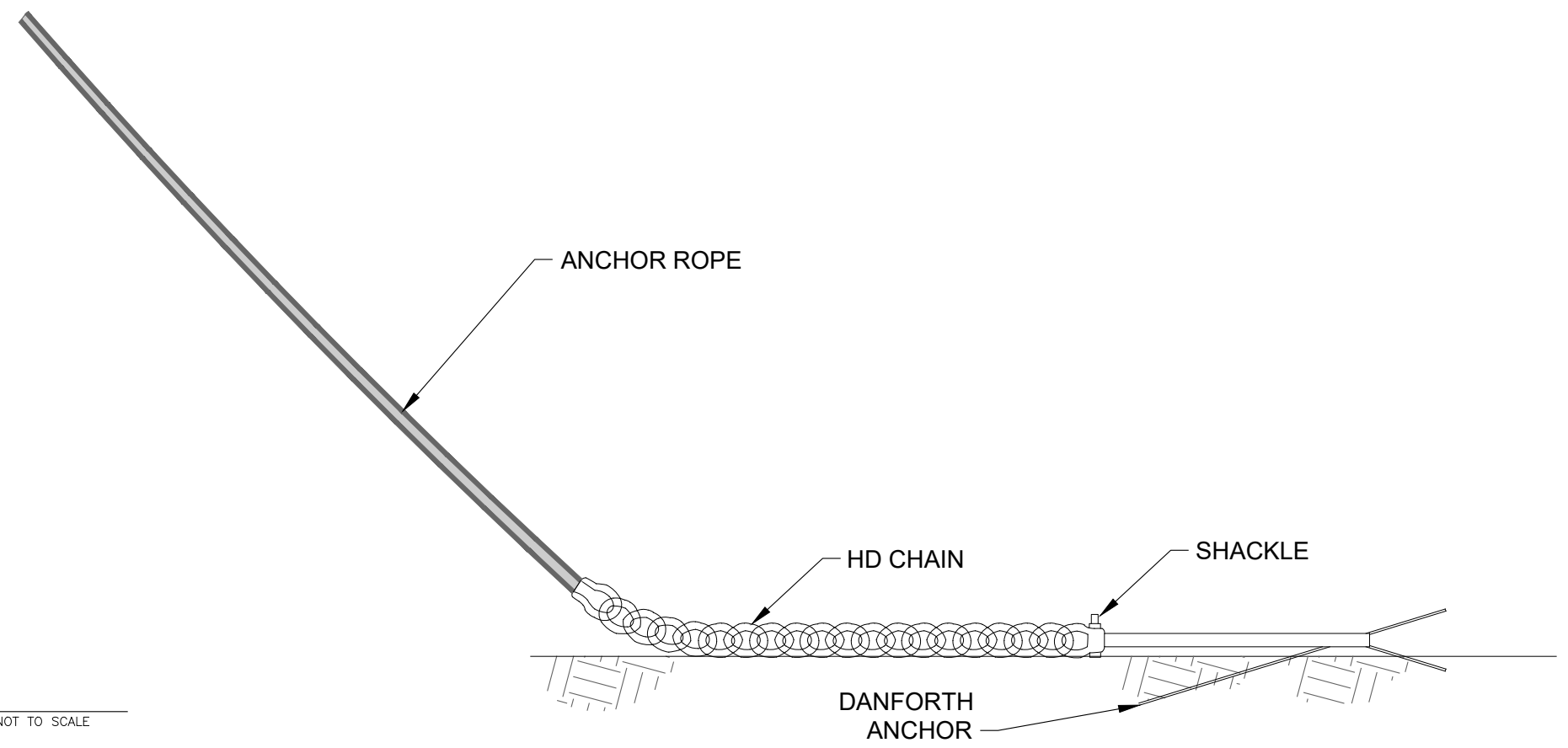
**BMP DETAILS**

SHEET NUMBER

**D-3**  
237  
SHEET 10 OF 10



NOTE: INSTALL TYPE 2, MEDIUM DUTY TURBIDITY CURTAIN PER SPECIFICATIONS AND MANUFACTURER INSTRUCTIONS. FULL DEPTH TO ALLOW FOR HIGH TIDE.



**A** TURBIDITY CURTAIN  
DETAIL NOT TO SCALE

**B** ANCHOR SYSTEM  
DETAIL NOT TO SCALE



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

May 15, 2026

James Gray  
Sebastian Inlet District  
114 6th Ave  
Indialantic, FL 32903-3276

SUBJECT: 40538-11  
Coconut Point Living Shoreline

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on May 15, 2026. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

**Technical Staff Report:**

If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

**Noticing Your Permit:**

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

**Compliance with Permit Conditions:**

To submit your required permit compliance information, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services" menu after logging in to your account. You will find the link under "Miscellaneous" services

**GOVERNING BOARD**

Rob Bradley, CHAIR  
FLEMING ISLAND

Ryan Atwood  
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

Doug Bournique  
VERO BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Douglas Burnett  
ST. AUGUSTINE

Ron Howse  
COCOA

Cole Oliver, TREASURER  
MERRITT ISLAND

Janet Price  
FERNANDINA BEACH

menu. The associated compliance forms to comply with your permit conditions are available at <https://www.sjrwmd.com/documents/permitting/> .

**Transferring Your Permit:**

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <https://www.sjrwmd.com/documents/permitting/>. You can apply for a permit transfer on our the District's ePermit portal at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact [e-permit@sjrwmd.com](mailto:e-permit@sjrwmd.com) or (386) 329-4570.

Sincerely,



Jeff Prather, Division Director  
Division of Regulatory Services  
St. Johns River Water Management District  
2501 S. Binion Rd  
Apopka, FL 32703  
321-676-6609

Enclosures: Permit  
Notice of Rights  
List of Newspapers for Publication

cc: District Permit File

Emilee Irene Carder  
Environmental Science Associates  
5401 S Kirkman Rd  
Ste 475  
Orlando, FL 32819-7948

Bryan Flynn  
Environmental Science Associates  
5404 Cypress Center Dr., Suite 125  
Suite 125  
Tampa, Florida 33609

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**Post Office Box 1429**  
**Palatka, Florida 32178-1429**

**PERMIT NO:** 40538-11

**DATE ISSUED:** May 15, 2026

**PROJECT NAME:** Coconut Point Living Shoreline

**A PERMIT AUTHORIZING:**

Construction and operation of a Stormwater Management System for a 0.06-acre project known as Coconut Point Living Shoreline as per plans received by the District on April 24, 2026 and amended by sheet C-7 received on May 13, 2026.

**LOCATION:**

Section(s): 20                      Township(s): 30S                      Range(s): 39E  
Indian River County

**Receiving Water Body:**

Name	Class
Indian River Lagoon	Other/Unknown

**ISSUED TO:**

Sebastian Inlet District  
114 6th Ave  
Indialantic, FL 32903-3276

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated May 15, 2026

**AUTHORIZED BY:** St. Johns River Water Management District  
Division of Regulatory Services

By: 

\_\_\_\_\_  
Kirstin Leiendecker  
Supervising Professional Engineer

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40538-11**  
**Coconut Point Living Shoreline**  
**DATED May 15, 2026**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
  14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
  15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
  19. This permit for construction will expire five years from the date of issuance.
  20. SSL  
For activities on sovereign submerged lands that require letter of consent, lease, easement, management agreement, or use agreement, construction shall not commence until the sovereign submerged lands instrument has been fully executed. Within 30 days of recording a requisite lease or easement, the permittee must provide the District with two copies of the recorded document.

21. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

32.

### **STANDARD MANATEE CONDITIONS FOR IN-WATER WORK**

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

33. The proposed project must be constructed and operated as per plans and calculations received by the District on April 24, 2026 and amended by sheet C-7 received on May 13, 2026
34. This permit does not authorize any removal of wetland vegetation, including mangroves.
35. The Standard Manatee Conditions for In-water Work (2011) shall be followed for all in-water activity.
36. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed openings in reef arches or oyster domes greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access. Additional information can be found in FWC's guidance document on Grates and Other Manatee Exclusion Devices for Culverts and Pipes.

## Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at [Clerk@sjrwmd.com](mailto:Clerk@sjrwmd.com), within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

## Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwmd.com](http://sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001  
Revised 12.7.11

## NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to [compliancesupport@sjrwmd.com](mailto:compliancesupport@sjrwmd.com) (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support  
4049 Reid Street  
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on \_\_\_\_\_:

(Name and address of applicant) \_\_\_\_\_  
permit#\_\_\_\_\_. The project is located in \_\_\_\_\_ County, Section  
\_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit authorizes a surface  
water management system on \_\_\_\_\_ acres for  
\_\_\_\_\_. known as  
\_\_\_\_\_. The receiving water body is \_\_\_\_\_.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [www.sjrwm.com](http://www.sjrwm.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit [http://www.sjrwm.com/nor\\_dec/](http://www.sjrwm.com/nor_dec/) to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

## **NEWSPAPER ADVERTISING**

### **ALACHUA**

Gainesville Sun, Legal Advertising  
2700 SW 13<sup>th</sup> Street  
Gainesville, FL 32608  
866-858-9652

### **BRAFORD**

Bradford County Telegraph, Legal Advertising  
P. O. Drawer A  
Starke, FL 32901  
904-964-6305/ fax 904-964-8628

### **CLAY**

Clay Today, Legal Advertising  
1560 Kinsley Ave., Suite 1  
Orange Park, FL 32073  
904-264-3200/ fax 904-264-3285

### **FLAGLER**

Flagler Tribune, c/o News Journal  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
386-681-2322

### **LAKE**

Daily Commercial, Legal Advertising  
P. O. Drawer 490007  
Leesburg, FL 34749  
352-365-8235/fax 352-365-1951

### **NASSAU**

News-Leader, Legal Advertising  
P. O. Box 766  
Fernandina Beach, FL 32035  
904-261-3696/fax 904-261-3698

### **ORANGE**

Sentinel Communications, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

### **PUTNAM**

Palatka Daily News, Legal Advertising  
P. O. Box 777  
Palatka, FL 32178  
386-312-5200/ fax 386-312-5209

### **SEMINOLE**

Sanford Herald, Legal Advertising  
300 North French Avenue  
Sanford, FL 32771  
407-323-9408

### **BAKER**

Baker County Press, Legal Advertising  
P. O. Box 598  
MacClenny, FL 32063  
904-259-2400/ fax 904-259-6502

### **BREVARD**

Florida Today, Legal Advertising  
P. O. Box 419000  
Melbourne, FL 32941-9000  
321-242-3832/ fax 321-242-6618

### **DUVAL**

Daily Record, Legal Advertising  
P. O. Box 1769  
Jacksonville, FL 32201  
904-356-2466 / fax 904-353-2628

### **INDIAN RIVER**

Treasure Coast News  
760 NW Enterprise Dr.  
Port St. Lucie, FL 34986  
772-283-5252

### **MARION**

Ocala Star Banner, Legal Advertising  
2121 SW 19th Avenue Road  
Ocala, FL 34474  
352-867-4010/fax 352-867-4126

### **OKEECHOBEE**

Okeechobee News, Legal Advertising  
P. O. Box 639  
Okeechobee, FL 34973-0639  
863-763-3134/fax 863-763-5901

### **OSCEOLA**

Little Sentinel, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

### **ST. JOHNS**

St. Augustine Record, Legal Advertising  
P. O. Box 1630  
St. Augustine, FL 32085  
904-819-3439

### **VOLUSIA**

News Journal Corporation, Legal Advertising  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
(386) 681-2322

**EXHIBIT E**

**ITEMIZED BID SCHEDULE**

**BID FOR: COCONUT POINT SHORELINE RESILIENCY PROJECT**

**COMPANY: REEF ARCHES, LLC**

**FDEP GRANT NO: 25SRP04**

<b>Bid Item</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Lump Sum Cost</b>	<b>Total</b>
1	Reef Arch Construction and Installation	15	LS	\$162,618.00	\$162,618.00
1.1	<b>Deduct 50% - In-Kind Donation (REEF ARCHES, LLC)</b>	-	-	-	<b>(\$81,309.00)</b>
2	Mangrove Installation, Monitoring, and Reporting	45	LS	\$11,550.00	\$11,550.00
2.1	<b>Deduct 50% - In-Kind Donation (*MANG)</b>	-	-	-	<b>(\$5,775.00)</b>
<b>TOTAL BID AMOUNT</b>					<b>\$87,084.00</b>


\* MANG is under subcontract to REEF ARCHES, LLC.

\*\* BID Procured consistent with the Brevard County Procurement Manual (Section 7.D)

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Memorandum of Understanding between Ocean Research & Conservation Association, Inc. (ORCA) and Sebastian Inlet District for Coconut Point Shoreline Resilience Project**

**DATE:** June 1, 2026

---

### **BACKGROUND**

Headquartered in Vero Beach, Florida, Ocean Research & Conservation Association, Inc. (ORCA) is a non-profit, non-governmental technology-based marine conservation association dedicated to the protection and restoration of aquatic ecosystems and the species they sustain through the development of innovative technologies, science-based conservation action, and community education and outreach.

On January 8, 2025, the District received Grant No. 25SRP04 from Florida Department of Environmental Protection (FDEP) to fund a living shoreline project within the Sebastian Inlet State Park (SISP). The living shoreline project entails the installation of (15) Reef Arches and (45) 7-gallon red mangroves along approximately 90 linear feet of shoreline adjacent to Coconut Point within SISP.

In November 2025, ORCA approached the District with a partnership opportunity to expand the planned Coconut Point living shoreline coastal resilience project by fully funding a pilot program to include additional reef arches and provide project scientific monitoring.

Construction of the Coconut Point Shoreline Resilience Project is anticipated for the summer of 2026.

### **DESCRIPTION AND CONDITIONS**

To codify the pilot program with ORCA, a Memorandum of Understanding (MOU) is proposed for Board consideration.

The MOU identifies, including but not limited to, the following:

- The District agrees to remain responsible for the coordination and construction of the living shoreline at Coconut Point.

- ORCA agrees to add 5-10 Reef Arches to the project footprint and perform quarterly reports, based on funding, at ORCA's expense.
- The MOU term shall be effective for duration of the living shoreline project.

### **FUNDING**

Funding for the Coconut Point Shoreline Resilience Project is budgeted and available under Natural Resources Programs, Coconut Point Stabilization Account No. 5376-318. Funding is not required for the implementation of the Memorandum of Understanding between the District and Ocean Research & Conservation Association, Inc.

### **RECOMMENDATION**

The recommendation of staff is for the Board to approve the Memorandum of Understanding between the Sebastian Inlet District and Ocean Research & Conservation Association, Inc. and authorize the Chairman to sign on behalf of the District.

### **ATTACHMENTS**

MOU Between District and Ocean Research & Conservation Association, Inc.

### **APPROVED AGENDA ITEM FOR: JUNE 10, 2026**

## MEMORANDUM OF UNDERSTANDING

For

### COCONUT POINT SHORELINE RESILIENCE PROJECT

This **Memorandum of Understanding for the Living Shoreline to be installed at Coconut Point** (“MOU” or “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_ **2026** (“Effective Date”) by and between **Ocean Research & Conservation Association, Inc.** a corporation whose address is 1235 16<sup>th</sup> Street, Vero Beach 32960 (“ORCA”) and the **Sebastian Inlet District**, a Florida independent special taxing district (“Sebastian Inlet District”) whose address is 114 Sixth Avenue, Indialantic FL 32903. ORCA and Sebastian Inlet District may be referred to individually as a “Party” or collectively as “the Parties.”

### RECITALS

**WHEREAS**, the intention of the parties is to protect, restore and enhance the coastal resources located in Coconut Point; and

**WHEREAS**, the parties agree that a living shoreline will slow erosion and decrease damage to the shoreline at Coconut Point which will serve to protect wildlife habitat and improve shoreline stabilization and coastal resiliency.

**WHEREAS**, the parties desire to enter a pilot program in which the Sebastian Inlet District and ORCA will partner together on the installation of a living shoreline at Coconut Point in the Sebastian Inlet State Park and ORCA agrees to provide financial support for the scientific monitoring and installation of a portion of Reef Arches (30-60 linear feet) to be deployed at this site (unless otherwise agreed upon both parties),

**WHEREAS**, The District contracted the designed and received U.S. Army Corps of Engineers Permit No. SAJ-2025-03216 and St. Johns River Water Management District Permit No. 40538-11 authorizing construction of the project. Exhibit A identifies the permitted project area; and

**WHEREAS**, this MOU serves the public and inures to the benefit of both Parties,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into this MOU.
2. **Terms.**

- a. ORCA and the Sebastian Inlet District agree that the living shoreline shall be installed and maintained in accordance with the plan set designed by Environmental Science Associates (ESA).
  - b. The Sebastian Inlet District agrees to remain responsible for the coordination and construction of the living shoreline at Coconut Point. ORCA agrees to add 5-10 Reef Arches to the project footprint, based on funding, at ORCA's expense.
  - c. ORCA will recruit community volunteers to install red mangroves (*Rhizophora mangle*) in the Reef Arches project footprint in accordance with design plans created by MANG Consulting and agreed upon by both parties after an establishment period for the installed Reef Arches along the living shoreline.
  - d. The Sebastian Inlet District agrees to facilitate access to ORCA for the quarterly monitoring of this living shoreline with trained citizen scientists for 2-3 years, based on funding and unless otherwise agreed upon by both parties.
  - e. ORCA agrees to remain responsible for the monitoring of the living shoreline, based on funding and unless otherwise agreed upon by both parties.
  - f. In coordination with the Sebastian Inlet State Park, the Sebastian Inlet District shall allow ORCA to place signage adjacent to the living shoreline acknowledging ORCA's contribution and project partners.
3. **Notices.** Any formal notice, request, approval or other communications shall be sent to the Parties at the address listed above.
  4. **Term and Termination.** This MOU shall be effective for the duration of the Living Shoreline.
  5. **Entire Agreement.** It is understood and agreed that this MOU contains the complete understanding and agreement of the Parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this MOU. No representations or statements made by any employees, agents or representatives of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein. This MOU may not be amended unless agreed as such in writing by both Parties.
  6. **Limitations.** No provision of this Agreement shall be construed to create a partnership between the Licensor and Licensee, or in any way whatsoever, make either Party responsible for any debts, obligations, losses, or liabilities of the other.
  7. **Indemnification.** Each Party agrees, subject to monetary limitations contained in Section 768.28, Florida Statutes, to indemnify, defend, and hold the other harmless from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages,

awards, settlements, and fees (including, but not limited to, reasonable attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise, result from or are in any way caused by, the construction, condition, use, repair or maintenance of the property by the Party or by that Party's officers, directors, employees, agents, contractors, subcontractors, vendors, licensees, grantees, members, or invitees, unless solely caused by that Party's negligence. It is the intent of the Parties that neither Party shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.

8. **Sovereign Immunity.** The Parties agree that nothing contained in this Agreement or related documents shall be considered a waiver of either Parties' sovereign immunity, whether by contract or law. Nothing contained herein shall affect nor is intended to affect the limited waiver of sovereign immunity provided and monetary limits set forth in s. 768.28, Florida statutes, or any successor law.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers.

**SEBASTIAN INLET DISTRICT**

A Florida independent special taxing district

By: \_\_\_\_\_ Date \_\_\_\_\_

David Barney  
Chairman

**OCEAN RESEARCH & CONSERVATION ASSOCIATION.**

A 501(c) (3) non profit

By:  \_\_\_\_\_

\_\_\_\_\_ Date May 20, 2026  
Warren Falls  
Managing Director

# EXHIBIT A

## COCONUT POINT SHORELINE RESILIENCE PROJECT

The Sebastian Inlet District has successfully designed and received U.S. Army Corps of Engineers Permit No. SAJ-2025-03216 and St. Johns River Water Management District Permit No. 40538-11 authorizing construction of the living shoreline project in the Sebastian Inlet State Park. Figure 1 identifies the project location and Figure 2 identifies the permitted project area.




Figure 1: Project Location Map



## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Vessel Use Policy**  
**Resolution No. 06.10.26-01**

**DATE:** June 3, 2026

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### **DESCRIPTION AND CONDITIONS**

In 2009, Sebastian Inlet District purchased a Parker 2520XL to assist in the implementation of District programs and projects to fulfill its Charter.

The District currently does not have a Board adopted Vessel Use Policy.

Resolution No. 06.10.26-01 establishes a Vessel Use Policy for authorized use, maintenance, and safe operation of all watercraft owned, leased, or operated by the District to support official District business.

### **FUNDING**

Funding is not required to adopt a Vessel Use Policy.

### **RECOMMENDATION**

The recommendation of staff is for the Board to approve Resolution 06.10.26-01 and establish a District Vessel Use Policy.

### **ATTACHMENT**

Resolution No. 06.10.26-01

### **APPROVED AGENDA ITEM FOR: JUNE 10, 2026**

**RESOLUTION NO. 06.10.26-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SEBASTIAN INLET DISTRICT VESSEL USE POLICY**

**WHEREAS**, the duty of the Sebastian Inlet District is to construct, improve, widen or deepen, and maintain the inlet between the Indian River and Atlantic Ocean; and

**WHEREAS**, Sebastian Inlet District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto; and

**WHEREAS**, In 2009, Sebastian Inlet District purchased a Parker 2520XL to assist in the implementation of District programs and projects to fulfill its Charter.

**BE IT HEREBY RESOLVED** that the Board of Commissioners of the Sebastian Inlet District establishes a Vessel Use Policy for the authorized use, maintenance, and safe operation of all watercraft owned, leased, or operated by the District to support official District business.

Section 1 – Authorized Use:

1.1 Official Business Only: Vessels are to be used exclusively for official District programs and projects. Personal use is strictly prohibited.

1.2 Authorized Operators: Commissioners authorized by the Board and staff authorized by the Executive Director who have a valid captain’s license, have completed an approved Boater’s Safety Course, and/or possess a valid State Boater Education Card may operate agency vessels.

1.3 Passengers: Passengers must be Commissioners and staff or partners authorized by the District.

1.4 Vessel Sign Out: The Executive Director must be notified in writing of intended vessel use at least 48 hours prior to departure. In emergency situations, the Executive Director is to be notified prior to departure.

Section 2 – Vessel Operator Responsibilities:

2.1 Safety Equipment: Must ensure all USCG approved safety equipment is on board and serviceable, including Personnel Floatation Devices (PFDs) for all occupants, fire extinguishers, and proper navigation lights and equipment.

2.2 Compliance: Must follow all federal, state, and local boating laws, including speed zones and “Slow Speed, Minimum Wake” regulations.

2.3 Documentation of Trip: Operators must log pre-trip and post trip vessel hours and report to the Executive Director.

Section 3 – Safety and Operational Procedures:

3.1 Life Jackets: PFDs must be worn as required by state law and are strongly recommended for all occupants on District vessels.

3.2 Alcohol and Drugs: Operation of a District vessel while impaired is strictly prohibited.

3.3 Hazardous Conditions: Vessels shall not be operated in weather conditions exceeding the capacity of Operator experience.

3.4 Incident Reporting: All emergency situations must be immediately reported to law enforcement. Any incident involving the District vessel and/or Operator and Passengers must be immediately reported to the Executive Director.

Section 4 – Vessel Maintenance and Security:

4.1 Vessel Inspection: Operators are responsible for checking oil, fuel level, and safety equipment before use.

4.2 Security: Vessel and equipment must be secured and locked when not in use.

**THE FOREGOING RESOLUTION** Upon motion by Commissioner \_\_\_\_\_ and second by Commissioner \_\_\_\_\_, the Board approved the Resolution as follows:

Lisa Frazier	_____
David Barney	_____
John Campbell	_____
TJ Marshall	_____
Michael Rowland	_____

The Chair thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of June, 2026.

**SEBASTIAN INLET DISTRICT**

By: \_\_\_\_\_  
David Barney, Chairman


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Shawn L. Demers, Esq.  
Attorney for Sebastian Inlet District

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Sponsorship and Donations Policy**  
**Resolution No. 06.10.26-02**

**DATE:** June 3, 2026

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### **DESCRIPTION AND CONDITIONS**

On occasion the District receives sponsorship and/or donation requests from organizations.

The District currently does not have a Board adopted Sponsorship and Donations Policy.

Resolution No. 06.10.26-02 establishes a Sponsorship and Donations Policy for considering requests to ensure all contributions align with District programs and projects identified in its Charter. The Sponsorship and Donations Policy requires the Executive Director to evaluate all requests and present them to the Board for approval.

### **FUNDING**

Funding is not required to adopt a Sponsorship and Donations Policy.

### **RECOMMENDATION**

The recommendation of staff is for the Board to approve Resolution 06.10.26-02 and establish a Sponsorship and Donations Policy.

### **ATTACHMENT**

Resolution No. 06.10.26-02

### **APPROVED AGENDA ITEM FOR: JUNE 10, 2026**

**RESOLUTION NO. 06.10.26-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SEBASTIAN INLET DISTRICT SPONSORSHIP AND DONATIONS POLICY**

**WHEREAS**, the duty of the Sebastian Inlet District is to construct, improve, widen or deepen, and maintain the inlet between the Indian River and Atlantic Ocean; and

**WHEREAS**, Sebastian Inlet District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto; and

**WHEREAS**, On occasion the District receives sponsorship and/or donation requests from organizations.

**BE IT HEREBY RESOLVED** that the Board of Commissioners of the Sebastian Inlet District establishes a Sponsorship and Donations Policy for considering requests to ensure all contributions align with District programs and projects identified in its Charter. All Sponsorship and Donations requests must be evaluated by the Executive Director and presented to the Board for approval.

**THE FOREGOING RESOLUTION** Upon motion by Commissioner \_\_\_\_\_ and second by Commissioner \_\_\_\_\_, the Board approved the Resolution as follows:

Lisa Frazier \_\_\_\_\_  
David Barney \_\_\_\_\_  
John Campbell \_\_\_\_\_  
TJ Marshall \_\_\_\_\_  
Michael Rowland \_\_\_\_\_

The Chair thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of June, 2026.

**SEBASTIAN INLET DISTRICT**

By: \_\_\_\_\_  
David Barney, Chairman


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Shawn L. Demers, Esq.  
Attorney for Sebastian Inlet District

**SEBASTIAN INLET DISTRICT  
BOARD MEMORANDUM**

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** Sebastian Inlet District Administrative Policy Manual

**DATE:** June 4, 2026

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**BACKGROUND**

Administrative Policy Manuals are common and transparent instruments for local governments, including independent special districts, to formally adopt an internal governance structure and minimize risk. The District currently does not have an adopted Administrative Policy Manual.

On March 11, 2026, a DRAFT Sebastian Inlet District Administrative Policy Manual (DRAFT Manual) was presented to the Board for review and discussion. However, the Board tabled the item until the April 8, 2026 Board meeting to allow additional time for Commissioners to individually review.

On April 8, 2026 the Board further discussed the DRAFT Manual. The Board voted to conduct a workshop on April 22, 2026 and continue discussion on the DRAFT Manual prior to a formal Board adoption.

During the April 22, 2026 workshop, the Board discussed and reviewed each chapter of the DRAFT Manual and directed staff and attorney to revise for Board approval during the June 10, 2026 meeting.

**DESCRIPTION AND CONDITIONS**

Staff and attorney have revised the DRAFT Manual to include all comments and suggested revisions provided by the Board during the April 22, 2026 workshop. The DRAFT Manual, with all workshop suggested revisions, is included in this agenda item as DRAFT Manual (Workshop Version)

The Sebastian Inlet Administrative Policy Manual (Final Manual) is presented for Board approval. The Final Manual contains ten (10) separate chapters and an appendix of previously adopted Board policies.

**FUNDING**

The Final Manual was developed by staff and required no funding to complete. Funding for GrayRobinson, P.A. to review, revise and approve the Sebastian Inlet District Administrative Policy Manual is budgeted and available under Legal Counsel, Attorney/Administrative, Account No. 5140-310 and Legal Counsel, Attorney/Special, Account No. 5140-314.

**RECOMMENDATION**

The recommendation of staff is for the Board to adopt the Sebastian Inlet District Administrative Policy Manual (Final Manual) and authorize the Chairman to sign Resolution 06.10.26-03 on behalf of the District.

**ATTACHMENT**

DRAFT Manual (Workshop Version)  
Sebastian Inlet District Administrative Policy Manual (Final Manual)

**APPROVED AGENDA ITEM FOR: JUNE 10, 2026**

# **DRAFT MANUAL (WORKSHOP VERSION)**

**SEBASTIAN INLET TAX DISTRICT**  
**ADMINISTRATIVE POLICY MANUAL**

Adopted: \_\_\_\_\_, 2026

Resolution No.: 06.10.26-03



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## CHAPTER 1

### ENABLING LEGISLATION & GOVERNANCE STRUCTURE

#### 1.1 Establishment

Created as an independent special taxing district by the Florida State Legislature through the passage of Chapter 7976, Laws of Florida, Special Acts of 1919, [recodified by Chapter 2003-373, Laws of Florida, as amended by Chapters 2012-238 and 2018-177, Laws of Florida](#) (“Enabling Legislation”), the Sebastian Inlet [Tax](#) District was chartered to maintain the navigational channel between the Atlantic Ocean and the Indian River Lagoon. [This enabling legislation authorized the excavation of the Sebastian Inlet, and established a taxing authority to finance it.](#)

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#### 1.2 Purpose and Authority

It shall be the duty of the Board of Commissioners of Sebastian Inlet District (District) to construct, improve, widen or deepen, and maintain an inlet between Indian River and the Atlantic Ocean. The powers exercisable by the District, in addition to its charge to maintain the Sebastian Inlet, [are limited to those explicitly provided for in the Enabling Legislation and include, among others,](#) environmental preservation and enhancement, ad valorem taxation, eminent domain, interlocal cooperation, acquisition [and transfer or disposal](#) of property, and the power to issue bonds. The District is authorized to conduct such programs and projects as it finds necessary or convenient for sediment bypassing (beach renourishment), erosion control, environmental protection, navigation, boating, recreation and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto.

#### 1.3 Governing Body

The District is governed by a five-member Board of Commissioners as provided in its Enabling Legislation with three (3) Brevard County seats and two (2) Indian River County seats. Property owners within the District’s boundaries in Brevard and Indian River Counties can cast their vote for all eligible Sebastian Inlet District Commission seats during the general election held in November of each even-numbered year. The terms of the Board members shall be staggered, with three (3) Board members standing for election in one

general election for a 4-year term, and two (2) Board members standing for election 2 years later at the general election for a 4-year term. Unless specified by Florida Statutes, approval of District policy, budget, contracts, etc., requires a ~~minimum of 3 Yay votes~~ majority vote in favor. Three members of the Board shall constitute quorum, with two affirmative votes required ~~for to transact~~ business when only 3 members are present. Commissioners act collectively as the governing body. Individual commissioners possess no independent administrative authority unless expressly authorized by Board action. Pursuant to Chapter 189, Florida Statutes, and the Enabling Legislation, the District is an independent special taxing district that operates under the unifying governing body of the Board of Commissioners, which Board has the ultimate responsibility and authority for the operation and administration of the District. The Board may delegate its administrative authority to the Executive Director or staff, who may carry out the day-to-day functions of the District as directed by the Board.

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#### 1.4 Officers

~~The Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer (may be combined). Officers serve two-year terms or until successors are elected.~~

The officers of this Commission shall be a Chair, Vice-Chair, Secretary ~~and~~ Treasurer, to be elected by the Board. The positions of Secretary and Treasurer may be combined and held by one Commissioner. Officers serve two-year terms or until successors are elected.

As the presiding officer of the Board, the Chair shall:

- At every meeting call the Board to order, call the roll on the appearance of a quorum, and proceed to the business of the Board
- Sign all ordinances enacted and resolutions adopted by the Board
- Authorize the placing of items on the Regular Agenda and the removal of items from the Consent Agenda
- Exercise the powers granted by these Rules and Policies to the Chair or to the presiding officer
- Present, or designate another Commissioner to present, all awards, resolutions and honors presented on behalf of the Board
- Perform such other duties as the Board may direct

The duties of the Vice-Chair shall include performance of all duties of the Chair, in the temporary absence, disability or conflict of the Chair.



The Executive Director, [pursuant to delegations of authority by the Board](#):

- Serves as chief administrative officer and shall be responsible for the general and day-to-day administration of the District, subject to the direction and authority of the Board
- Implements Board policy
- Develops, recommends, implements, administers, reviews and monitors the District's budget as approved by the Board
- Supervises all District staff and consultants
- Oversees operations, procurement, programs and projects, grants, and compliance
- Prepares [draft](#) agendas and meeting materials [for review by the Chairman](#)
- [Serves as spokesperson for the District, attends public meetings, and works with the public to identify the needs and interests of the surrounding communities and to promote the District's interests and objectives](#)
- [May consult with legal counsel as needed and bring such matters to the Board when appropriate](#)
- Performs such other duties as may be required by the Board

All District operational direction flows through the Executive Director.

### 3.3 Board Meetings

- All meeting shall be open to the public, [and there shall be allocated time at each meeting for public comment. See FS Section 189.015](#)
- Regular meetings: The Board meets on the 2nd Wednesday of each month. Meeting location and time alternates between Indian River and Brevard counties to better serve constituents residing within the District's boundaries in both counties. Public meetings are noticed in the local newspapers one week prior to the meeting and on the District website. Meeting agendas and packages are located on the District website ([www.sitd.us](http://www.sitd.us))
- Workshops: As needed. Notice will be provided in the same manner as for regular meetings.
- Special meetings: As needed. Two days written notice of the time and purpose of a special meeting shall be given to all members, the news media, and will be posted (on website).

- Emergency meetings: Where there is an immediate danger to public health, safety, or welfare that requires immediate action, the Board may hold an emergency meeting. The Board must give notice by a procedure that is reasonable under the circumstances and necessary to protect the public interest.

### 3.4 Board Meeting Minutes

- **Statutory Authority**
  - Pursuant to [Section 286.011\(2\), Florida Statutes](#), minutes of all meetings of the Board shall be promptly recorded and maintained as public records.
- **Nature of Minutes**
  - Board minutes are intended to serve as an official summary record of actions taken by the Board. The purpose of Board minutes is to document official action of the Board as a body.
  - Minutes shall:
    - Identify the date, time, and location of the meeting
    - Identify Board members present and absent
    - Record motions, seconds, and vote outcomes
    - Reflect official actions taken
    - Provide a concise summary of discussion sufficient to reflect the substance of matters considered
- **Attribution of Individual Comments**
  - Florida law does not require detailed attribution of individual comments made during Board discussion
  - The District shall prepare summary-style minutes unless the Board formally directs otherwise by majority vote
  - Individual Board members may request that their vote be recorded, which shall be reflected in the minutes as required by law
- **Recording of Meetings**
  - Audio or video recordings, when made, are public records but do not replace the statutory requirement for written minutes.

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## CHAPTER 4

### FISCAL PROCEDURES & FINANCIAL CONTROLS

#### 4.1 Budget Process

The Executive Director shall prepare a proposed annual budget [in compliance with Chapter 189, Florida Statutes](#), and coordinate all TRIM requirements. ~~The Bbudget shall be adopted by the Board via resolution ion shall occur~~ through properly noticed public hearings.

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#### 4.2 Accounting System

The District shall maintain a standardized Chart of Accounts and utilize approved governmental accounting software. ~~The District currently uses QuickBooks Desktop.~~

#### 4.3 Payment Authorization

The payables are paid semi-monthly by the Contracts/Accounting Manager. All ACH payments and check payments are reviewed and approved by the Executive Director and one of the authorized Commissioners. Checks are signed by the Executive Director and one of the authorized Commissioners. Authorized check signers for the District include the Executive Director, the Commission Chair and the Commission Secretary/Treasurer.

#### 4.4 Banking and Investments

~~Consist with Florida Statutes and Board approved Cash Management Policy (Appendix B – Cash Management Policy), tThe District manages public funds through the use of separate accounts has a (checking, account and a money market, and government investment pool approved by the State Board of Administration (SBA)) account, with PNC Bank. The checking account carries a balance of \$25K and the excess is “swept” into a money market account which accrues interest.~~

~~District surplus funds shall be invested in accordance with Florida Statutes and the District’s adopted Cash Management Policy. The District currently utilizes Florida PRIME through the State Board of Administration (SBA). The opening of the Florida PRIME account was approved by the Board in October 2021.~~

~~Florida PRIME is a government investment pool that offers management by Federated Hermes. The Pool offers investors experienced, government-level liquidity management, conservative investment policies, an extensive governance framework, a Standard & Poor’s “AAA” rating, full transparency, and best-in-class financial reporting. It serves over 850 users in Florida and is made up of approximately \$24.6 billion in public funds. The website is: <https://prime.sbafta.com>.~~

~~On April 01, 2022, the Commission authorized staff to conduct a monthly transfer of funds in excess of \$5 million dollars in the PNC Bank account to the Florida PRIME account. (Appendix A – Cash Management Policy).~~

#### 4.5 Internal Controls

Under supervision by the Board, the Executive Director shall be responsible for establishing and maintaining internal controls, including implementation and monitoring of all ongoing District activities to ensure prevention and detection of fraud, safeguard public funds, ensure reliability of financial reporting, promote operational efficiency, and ensure compliance with applicable laws, regulations, and Florida Special District Handbook.

The District shall maintain:

- Segregation of duties
- Monthly bank reconciliations
- Segregation of duties where feasible
- ~~Annual independent/single audits~~
- ~~Tiered approval for accounts payable (Executive Director and authorized Commissioner review and approval)~~Authorization & Approval Controls
- Physical & Digital Safeguards
- Annual Independent/single audits
- Fraud Reporting (If necessary)

#### Segregation of Duties

To the extent practical given staffing levels, financial responsibilities shall be segregated to prevent any single individual from controlling authorization, custody, and recordkeeping functions.

#### Monthly Bank Reconciliations

- Monthly bank reconciliations shall be performed and reviewed.
- Investment statements shall be reconciled monthly.
- Variances between budget and actual expenditures shall be reported to the Board quarterly.

#### Authorization & Approval Controls

- All contract authorizations require Board approval unless specifically delegated
- Contracts must be executed in accordance with adopted procurement policies

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- [All ACH payments and check payments are reviewed and approved by the Executive Director and one of the authorized Commissioners](#)
- [Opening or modifying District financial accounts and wire transfer authorizations shall be formally authorized by Board action](#)

### Physical & Digital Safeguards

The District shall maintain safeguards over:

- [Check stock and financial instruments](#)
- [Online banking credentials](#)
- [Electronic accounting systems](#)
- [Sensitive personnel and legal records](#)

### Annual Independent/single audits

The District shall engage an independent certified public accountant annually in accordance with [Chapter 218, Florida Statutes](#). Single Audits will be conducted when required. Annual audits shall be presented at a public meeting.

### Fraud Reporting

[Any suspected fraud, misuse of public funds, or financial irregularity shall be reported immediately to the Board Chair, Executive Director, and/or legal counsel.](#)

### 4.6 Financial Reporting Requirements

[The District will comply with all reporting requirements as required by Chapter 189, Florida Statutes and Florida Special District Handbook.](#)

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## CHAPTER 5

### PROCUREMENT & CONTRACTING

The District shall comply with all applicable procurement laws under [Chapter 287, Florida Statutes](#), including competitive bidding requirements, statutory thresholds and internal procurement processes. [All procurement will be in accordance with those procedures used by the Brevard County Board of Commissioners.](#)

The Executive Director may execute contracts up to a Board-approved spending threshold (\$10,000) without prior Board approval, subject to ratification at the next Board meeting. (Appendix [CB](#) – Executive Director Spending Authority - Resolution No. 07.10.19-2).

In the event of an emergency and consistent with the District Charter, the Board is authorized to spend a sum not to exceed \$15,000.

[On occasion the District receives sponsorship and/or donation requests from organizations. The District shall comply with the Sponsorship and Donations Policy adopted by the Board on June 10, 2026. \(Appendix D – Sponsorship and Donations Policy – Resolution No. 06.10.26-02\).](#)

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## CHAPTER 6

### PERSONNEL POLICIES

#### 6.1 Employment Status

All employees are at-will unless otherwise specified by written contract.

#### 6.2 Standards of Conduct

Employees shall maintain professional [ethical](#) conduct and comply with all applicable [ethics and Brevard County human resources](#) workplace policies [and procedures](#).

Harassment, discrimination, retaliation, and disruptive conduct are prohibited.

#### 6.3 Travel & Reimbursement Policy

[It is the policy of the District to reimburse authorized travel expenses incurred by District Commissioners and staff when such travel serves an official District purpose and provides a benefit to the District. Travel may include attendance at training, educational programs, conferences, meetings, or other activities related to maintaining professional knowledge, complying with governmental requirements, exchanging information, or conducting District business.](#)

[All Commissioner and staff travel must be budgeted and approved in the advance of travel.](#)

The District shall comply with the Travel Policy adopted by the Board on March 9, 2005. (Appendix [EE](#) – District Travel Policy – Resolution No. 2005-1).

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The Travel Policy establishes procedures for authorization and reimbursement of travel expenses incurred by District [employees](#) ~~Commissioner~~ and [officials](#) ~~staff~~ in the

performance of official District business. Procedures not covered by the Travel Policy will be in accordance with Part I, Chapter 112, Florida Statutes.

#### A. Transportation

- Travel shall be by the most efficient and economical means available
- Air travel shall be booked ~~as far in advance as practical~~ to obtain the lowest reasonable fare as practical
- Use of a personal vehicle shall be reimbursed at the IRS standard mileage rate in effect at the time of travel. Tolls and parking fees will be reimbursed when documented

#### B. Lodging

- Lodging should be reserved in advance at the lowest reasonable rate.
- Florida sales tax exemption shall be requested when applicable.
- Travelers shall verify lodging charges at check-in and check-out.

#### C. Meal Expenses

- Meal reimbursements shall be in accordance with the District Travel Policy follow federal per diem rates (GSA M&E)
- Alcoholic beverages and tobacco products are not reimbursable under any circumstances.

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#### D. Per Diem Advances

Advance per diem payments are not permitted unless specifically authorized by Board policy.

#### E. Documentation & Reimbursement

- All travel reimbursement requests must be submitted within ten (10) business days of return.
- Reimbursement requests must include itemized receipts and proof of payment.
- Reimbursements are subject to review by the Executive Director and approval by the Board when required.

#### 6.4 Vessel Use Policy

The District maintains and operates a vessel to support authorized District operations, programs, projects, inspections, and related official activities. Use of the District vessel shall

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[be conducted in accordance with the Vessel Use Policy adopted by the Board on June 10, 2026. \(Appendix F – Vessel Use Policy - Resolution No. 06.10.26-01\).](#)

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## CHAPTER 7

### PUBLIC RECORDS & RECORDS MANAGEMENT

#### 7.1 Compliance with Chapter 119, Florida Statutes

The District complies with Chapter 119, Florida Statutes, and applicable [physical](#) public records retention schedules issued by the Florida Division of Library and Information Services. [District staff have been migrating to a more digital records filing and retention program where records are secure, frequently backed up, and available for quick access from cloud based storage.](#)

The Executive Director, or his or her designee, shall serve as the Custodian of public records charged with the responsibility of maintaining public records.

[Pursuant to Chapter 119, Florida Statutes,](#) public records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

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#### 7.2 District Public Records Request and Fee Schedule Procedures

In addition to Florida Statutes, all public records requests received orally and/or in writing shall follow the District Public Records Request and Fee Schedule Procedures adopted by the Board on March 13, 2024. (Appendix [BG](#)).

The Executive Director must be informed of all public records requests received by telephone, email, letter, fax, or in person.

## CHAPTER 8

### ETHICS, SUNSHINE & GOVERNANCE COMPLIANCE

#### 8.1 Commissioner Conduct & Professional Civility

##### A. Purpose

The Board of Commissioners affirms that effective governance requires professionalism, mutual respect, and adherence to ethical standards. This section establishes expectations for eCommissioner conduct to promote orderly meetings and operations, ~~protect staff from inappropriate interference~~, preserve public confidence in District leadership, and minimize District risk.

##### B. Standards of Professional Conduct

Commissioners shall:

- Treat fellow commissioners, staff, consultants, and members of the public with dignity and respect
- Refrain from personal attacks, disruptive behavior, or conduct that undermines orderly proceedings
- ~~Avoid conduct that could reasonably be perceived as~~ Refrain from discrimination, harassment, intimidation, or ~~retaliation~~ retaliatory conduct
- ~~Respect the distinction between the branches of government: Legislative (Board role), Legal (Attorney role) and Executive (Executive Director role)~~

If just cause exists, on a case by case basis, the Board may address corrective matters through:

- Board discussion in open session
- Formal reminder of policy
- Referral to ethics training
- Other lawful corrective measures under Florida Law

##### C. Operation within Administrative Structure

Individual eCommissioners shall not, either publicly or privately:

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- Direct or supervise staff outside Board action
- Demand operational changes outside Board action
- ~~Conduct independent investigations action~~ without Board authorization
- Interfere with the operational, administrative, and ministerial obligations of the Executive Director and staff
- Interfere with vendor, consultant, or stakeholder relationships outside Board action

Individual Commissioners are encouraged to engage with the community, perform independent research, and raise concerns with staff to the extent that such actions do not interfere with District operations or raise conflict of interest concerns.

All operational inquiries shall be directed to the Executive Director. The Executive Director shall be subject to the oversight and control of the Board acting as a unit in meeting assembled.

#### **D. Meeting Decorum**

The Chair is authorized to maintain decorum during meetings. Deliberations of the Board of Commissioners shall be conducted pursuant to Robert’s Rules of Order. The Chair shall exercise care that the right of each Commissioner to be heard is respected, and that the actions of the Board are clear. In controversial deliberations, strict adherence to Robert’s Rules of Order may be invoked by the Chair, or any Commissioner by raising a point of order. The latest published edition of “Robert’s Rules of Order” shall be the parliamentary authority for all matters of procedure.

#### **E. Corrective Measures**

~~If conduct concerns arise, the Board may address the matter through:~~

- ~~• Board discussion in open session~~
- ~~• Formal reminder of policy~~
- ~~• Referral to ethics training~~
- ~~• Other lawful corrective measures~~

~~This section is intended to reinforce professionalism and does not limit statutory remedies available under Florida law.~~

### **8.2 Board Member Communications Outside Public Meetings**

#### **A. Purpose**

~~The Sunshine Law is implicated anytime two or more members of the Board discuss, via any form of communication, some matter on which foreseeable action will be taken by the Board or Commission. Sunshine Law is implicated anytime two or more members discuss via any form of communication, a matter in which foreseeable action will be taken by the Board.~~

~~In recognition of the fact that the Board has no way of knowing what matters may or may not come before it for action and that matters relating to the Board and its powers, duties, and areas of interest may come before the Board for action, the Board adopts a communication rule policy to prevent inadvertent violations of the Sunshine Law, limit potential liability of the District and Commissioners, and ensure strict compliance with open government requirements.~~

#### **B. Prohibited Communications**

Pursuant to Florida's Sunshine Law, Commissioners shall not email, text, message, call, or otherwise communicate with one another regarding any District business outside a duly noticed public meeting.

This prohibition applies regardless of whether the matter is:

- On a current agenda
- Anticipated for a future agenda
- Described as informational only
- Characterized by the communicating Commissioner as not foreseeable for Board action

All discussion of District business shall occur only during properly noticed public meetings.

#### **C. Serial Communications Prohibited**

Commissioners shall not engage in serial or "daisy chain" communications for the purpose of discussing District matters outside a public meeting.

#### **D. Staff as Intermediaries Prohibited**

Commissioners shall not use staff or consultants to convey positions, opinions, or preferences to other Commissioners outside public meetings.

#### **E. Permitted Communications**

Permitted communications include:

1. Administrative scheduling coordination not involving District business discussion

2. One-way informational distribution from the Executive Director
3. Communications during duly noticed public meetings
4. Communications unrelated to District business

District Business means any matter involving officials acts, transactions, or discussions that fall within the Board’s governmental authority and decision-making responsibilities, including but not limited to operational matters, budget discussions, and policy development.

**F. Social Media**

Commissioners shall not engage in interactive discussions with one another concerning District business on social media or digital platforms outside public meetings.

**G. Inadvertent Communications**

If a Commissioner receives a District-related communication from another Commissioner outside a public meeting, the recipient shall refrain from responding and notify the Executive Director for retention of public records and may request legal counsel to provide an opinion.

**8.3 Conflicts of Interest**

All Commissioners and District staff must adhere to the conflict-of-interest provisions outlined in Part III of Chapter 112, Florida Statutes. A conflict of interest arises when personal interests could improperly influence the performance of official duties. Commissioners and staff must avoid situations where their personal interests conflict with the interests of the District. Any potential conflicts must be disclosed in writing to the District’s ethics officer. This includes, but is not limited to, financial interests, relationships with vendors, or any other situation that could compromise impartiality. Failure to disclose conflicts of interest may result in disciplinary action, including termination of employment or removal from office. The District will provide regular training, or otherwise require Commissioners and staff to attend comparable training, on identifying and managing conflicts of interest to ensure compliance and maintain public trust.

**8.4 Code of Ethics**

The District is committed to maintaining the highest ethical standards. All Commissioners and staff must comply with the Code of Ethics as set forth in Chapter 112, Florida Statutes. This includes, but is not limited to, prohibitions on accepting gifts, misuse of position, and disclosure of confidential information. Commissioners and staff are expected to act with integrity, fairness, and accountability in all district-related activities. The Code of Ethics

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requires that all decisions be made in the best interest of the District and its constituents, free from personal bias or gain. The District will conduct regular ethics training sessions, or otherwise require Commissioners and staff to attend comparable training, to reinforce these principles and ensure that all personnel are aware of their ethical obligations. Violations of the Code of Ethics may result in disciplinary action, including suspension or termination.

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## **CHAPTER 9**

### **INTERNAL CONTROLS & AUDIT STANDARDS**

#### **9.1 Purpose**

The District shall maintain a system of internal controls designed to safeguard public funds, ensure reliability of financial reporting, promote operational efficiency, and ensure compliance with applicable laws and regulations.

#### **9.2 Control Environment**

The Board and Executive Director shall establish a tone at the top emphasizing integrity, transparency, and accountability.

#### **9.3 Segregation of Duties**

To the extent practical given staffing levels, financial responsibilities shall be segregated to prevent any single individual from controlling authorization, custody, and recordkeeping functions.

#### **9.4 Authorization & Approval Controls**

- All contract authorizations require Board approval unless specifically delegated
- Contracts must be executed in accordance with adopted procurement policies
- All ACH payments and check payments are reviewed and approved by the Executive Director and one of the authorized Commissioners
- Opening or modifying District financial accounts and wire transfer authorizations shall be formally authorized by Board action

### 9.5 Reconciliations

- Monthly bank reconciliations shall be performed and reviewed.
- Investment statements shall be reconciled monthly.
- Variances between budget and actual expenditures shall be reported to the Board quarterly.

### 9.6 Physical & Digital Safeguards

The District shall maintain safeguards over:

- Check stock and financial instruments
- Online banking credentials
- Electronic accounting systems
- Sensitive personnel and legal records

### 9.7 Independent Audit

The District shall engage an independent certified public accountant annually in accordance with Chapter 218, Florida Statutes. Single Audits will be conducted when required. Annual audits shall be presented at a public meeting.

### 9.8 Fraud Reporting

Any suspected fraud, misuse of public funds, or financial irregularity shall be reported immediately to the Board Chair, Executive Director, and/or legal counsel.

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## CHAPTER 109

### EMERGENCY AUTHORITY

In emergency circumstances threatening life, safety, or District property, the Executive Director may take necessary action consistent with Florida law. All emergency actions shall be reported to and ratified by the Board at the next public meeting.

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## CHAPTER 110

### AMENDMENTS

This Administrative Policy Manual may be amended by resolution of the Board of Commissioners at a duly noticed public meeting.

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**BOARD ADOPTION RESOLUTION**

**RESOLUTION NO. 06.10.26-03**

A RESOLUTION OF THE SEBASTIAN INLET DISTRICT ADOPTING AN ADMINISTRATIVE POLICY MANUAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sebastian Inlet District is an independent special district of the State of Florida; and

WHEREAS, the Board of Commissioners finds it necessary and appropriate to adopt a comprehensive Administrative Policy Manual to provide structure, transparency, and compliance with applicable Florida law; and

WHEREAS, the Board desires to establish clear governance procedures, financial controls, personnel standards, procurement practices, public records compliance, and Sunshine Law safeguards;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SEBASTIAN INLET TAX DISTRICT, AS THE GOVERNING BOARD OF THE SEBASTIAN INLET TAX DISTRICT:

Section 1. The Administrative Policy Manual attached hereto is hereby adopted.

Section 2. The Executive Director is authorized to implement and administer the Manual.

Section 3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

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David Barney, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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Shawn L. Demers, Esq.

DRAFT

**SEBASTIAN INLET DISTRICT ADMINISTRATIVE  
POLICY MANUAL (FINAL MANUAL)**

**SEBASTIAN INLET TAX DISTRICT**  
**ADMINISTRATIVE POLICY MANUAL**

Adopted: \_\_\_\_\_, 2026  
Resolution No.: 06.10.26-03



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## **CHAPTER 1**

### **ENABLING LEGISLATION & GOVERNANCE STRUCTURE**

#### **1.1 Establishment**

Created as an independent special taxing district by the Florida State Legislature through the passage of Chapter 7976, Laws of Florida, Special Acts of 1919, recodified by Chapter 2003-373, Laws of Florida, as amended by Chapters 2012-238 and 2018-177, Laws of Florida (“Enabling Legislation”), the Sebastian Inlet Tax District was chartered to maintain the navigational channel between the Atlantic Ocean and the Indian River Lagoon. This enabling legislation authorized the excavation of the Sebastian Inlet and established a taxing authority to finance it.

#### **1.2 Purpose and Authority**

It shall be the duty of the Board of Commissioners of Sebastian Inlet District (District) to construct, improve, widen or deepen, and maintain an inlet between Indian River and the Atlantic Ocean. The powers exercisable by the District, in addition to its charge to maintain the Sebastian Inlet, are limited to those explicitly provided for in the Enabling Legislation and include, among others, environmental preservation and enhancement, ad valorem taxation, eminent domain, interlocal cooperation, acquisition and transfer or disposal of property, and the power to issue bonds. The District is authorized to conduct such programs and projects as it finds necessary or convenient for sediment bypassing (beach renourishment), erosion control, environmental protection, navigation, boating, recreation and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto.

#### **1.3 Governing Body**

The District is governed by a five-member Board of Commissioners as provided in its Enabling Legislation with three (3) Brevard County seats and two (2) Indian River County seats. Property owners within the District's boundaries in Brevard and Indian River Counties can cast their vote for all eligible Sebastian Inlet District Commission seats during the general election held in November of each even-numbered year. The terms of the Board members shall be staggered, with three (3) Board members standing for election in one general election for a 4-year term, and two (2) Board members standing for election 2 years later at the general election for a 4-year term. Unless specified by Florida Statutes, approval of District policy, budget, contracts, etc., requires a majority vote in favor. Three members of the Board shall constitute quorum, with two affirmative votes required to transact business when only 3 members are present. Commissioners act collectively as the governing body. Individual commissioners possess no independent administrative authority

unless expressly authorized by Board action. Pursuant to [Chapter 189](#), Florida Statutes, and the Enabling Legislation, the District is an Independent Special Taxing District that operates under the unifying governing body of the Board of Commissioners, which Board has the ultimate responsibility and authority for the operation and administration of the District. The Board may delegate its administrative authority to the Executive Director or staff, who may carry out the day-to-day functions of the District as directed by the Board.

#### **1.4 Officers**

The officers of this Commission shall be a Chair, Vice-Chair, Secretary and Treasurer, to be elected by the Board. The positions of Secretary and Treasurer may be combined and held by one Commissioner. Officers serve two-year terms or until successors are elected.

As the presiding officer of the Board, the Chair shall:

- At every meeting call the Board to order, call the roll on the appearance of a quorum, and proceed to the business of the Board
- Sign all ordinances enacted and resolutions adopted by the Board
- Authorize the placing of items on the Regular Agenda and the removal of items from the Consent Agenda
- Exercise the powers granted by these Rules and Policies to the Chair or to the presiding officer
- Present, or designate another Commissioner to present, all awards, resolutions and honors presented on behalf of the Board
- Perform such other duties as the Board may direct

The duties of the Vice-Chair shall include performance of all duties of the Chair, in the temporary absence, disability or conflict of the Chair.

The supervisory duties of the Secretary shall include the following:

- Recording the minutes of all meetings
- Providing notices for all meetings

The supervisory duties of the Treasurer shall include the following:

- Custodial care of all funds and investments of the District
- Maintenance of financial records and a report thereon at each quarter
- Such other financial duties as may be directed by the Commission

## **CHAPTER 2**

### **UNIFORM SPECIAL DISTRICT ACCOUNTABILITY ACT COMPLIANCE**

The District shall comply with Chapter 189, Florida Statutes. Refer to the [Florida Special District Handbook](#) for details.

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## **CHAPTER 3**

### **ADMINISTRATIVE AUTHORITY & BOARD PROCEDURES**

#### **3.1 Role of the Board**

The Board:

- Governs, establishes policy, and adopts resolutions
- Annually adopts budget and millage rate
- Approves contracts
- Evaluates the Executive Director
- Delegates administrative and ministerial functions to the Executive Director and staff
- Responsible for District operation and administration

#### **3.2 Role of the Executive Director**

The Executive Director, pursuant to delegations of authority by the Board:

- Serves as chief administrative officer and shall be responsible for the general and day-to-day administration of the District, subject to the direction and authority of the Board
- Implements Board policy
- Develops, recommends, implements, administers, reviews and monitors the District's budget as approved by the Board
- Supervises all District staff and consultants
- Oversees operations, procurement, programs and projects, grants, and compliance
- Prepares draft agendas and meeting materials for review by the Chairman

- Serves as spokesperson for the District, attends public meetings, and works with the public to identify the needs and interests of the surrounding communities and to promote the District’s interests and objectives
- May consult with legal counsel as needed and bring such matters to the Board when appropriate
- Performs such other duties as may be required by the Board

All District operational direction flows through the Executive Director.

### **3.3 Board Meetings**

- All meeting shall be open to the public, and there shall be allocated time at each meeting for public comment. See [FS Section 189.015](#)
- Regular meetings: The Board meets on the 2nd Wednesday of each month. Meeting location and time alternates between Indian River and Brevard counties to better serve constituents residing within the District's boundaries in both counties. Public meetings are noticed in the local newspapers one week prior to the meeting and on the District website. Meeting agendas and packages are located on the District website ([www.sitd.us](http://www.sitd.us))
- Workshops: As needed. Notice will be provided in the same manner as for regular meetings.
- Special meetings: As needed. Two days written notice of the time and purpose of a special meeting shall be given to all members, the news media, and will be posted (on website).
- Emergency meetings: Where there is an immediate danger to public health, safety, or welfare that requires immediate action, the Board may hold an emergency meeting. The Board must give notice by a procedure that is reasonable under the circumstances and necessary to protect the public interest.

### **3.4 Board Meeting Minutes**

- **Statutory Authority**
  - Pursuant to [Section 286.011\(2\), Florida Statutes](#), minutes of all meetings of the Board shall be promptly recorded and maintained as public records.

- **Nature of Minutes**
    - Board minutes are intended to serve as an official summary record of actions taken by the Board. The purpose of Board minutes is to document official action of the Board as a body.
    - Minutes shall:
      - Identify the date, time, and location of the meeting
      - Identify Board members present and absent
      - Record motions, seconds, and vote outcomes
      - Reflect official actions taken
      - Provide a concise summary of discussion sufficient to reflect the substance of matters considered
  - **Attribution of Individual Comments**
    - Florida law does not require detailed attribution of individual comments made during Board discussion
    - The District shall prepare summary-style minutes unless the Board formally directs otherwise by majority vote
    - Individual Board members may request that their vote be recorded, which shall be reflected in the minutes as required by law
  - **Recording of Meetings**
    - Audio or video recordings, when made, are public records but do not replace the statutory requirement for written minutes.
- 

## **CHAPTER 4**

### **FISCAL PROCEDURES & FINANCIAL CONTROLS**

#### **4.1 Budget Process**

The Executive Director shall prepare a proposed annual budget in compliance with [Chapter 189, Florida Statutes](#), and coordinate all Truth in Millage (TRIM) requirements. The budget shall be adopted by the Board via resolution through properly noticed public hearings.

#### **4.2 Accounting System**

The District shall maintain a standardized Chart of Accounts and utilize approved governmental accounting software.

### **4.3 Payment Authorization**

The payables are paid semi-monthly by the Contracts/Accounting Manager. All ACH payments and check payments are reviewed and approved by the Executive Director and one of the authorized Commissioners. Checks are signed by the Executive Director and one of the authorized Commissioners. Authorized check signers for the District include the Executive Director, the Commission Chair and the Commission Secretary/Treasurer.

### **4.4 Banking and Investments**

Consist with Florida Statutes and Board approved Cash Management Policy (Appendix B – Cash Management Policy), the District manages public funds through the use of separate accounts (checking, money market, and government investment pool approved by the State Board of Administration (SBA))

### **4.5 Internal Controls**

Under supervision by the Board, the Executive Director shall be responsible for establishing and maintaining internal controls, including implementation and monitoring of all ongoing District activities to ensure prevention and detection of fraud, safeguard public funds, ensure reliability of financial reporting, promote operational efficiency, and ensure compliance with applicable laws, regulations, and [Florida Special District Handbook](#).

The District shall maintain:

- Segregation of duties
- Monthly bank reconciliations
- Authorization & Approval Controls
- Physical & Digital Safeguards
- Annual Independent/single audits
- Fraud Reporting (If necessary)

#### **Segregation of Duties**

To the extent practical given staffing levels, financial responsibilities shall be segregated to prevent any single individual from controlling authorization, custody, and recordkeeping functions.

### **Monthly Bank Reconciliations**

- Monthly bank reconciliations shall be performed and reviewed
- Investment statements shall be reconciled monthly
- Variances between budget and actual expenditures shall be reported to the Board quarterly

### **Authorization & Approval Controls**

- All contract authorizations require Board approval unless specifically delegated
- Contracts must be executed in accordance with adopted procurement policies
- All ACH payments and check payments are reviewed and approved by the Executive Director and one of the authorized Commissioners
- Opening or modifying District financial accounts and wire transfer authorizations shall be formally authorized by Board action

### **Physical & Digital Safeguards**

The District shall maintain safeguards over:

- Check stock and financial instruments
- Online banking credentials
- Electronic accounting systems
- Sensitive personnel and legal records

### **Annual Independent/single audits**

The District shall engage an independent certified public accountant annually in accordance with [Chapter 218, Florida Statutes](#). Single Audits will be conducted when required. Annual audits shall be presented at a public meeting.

### **Fraud Reporting**

Any suspected fraud, misuse of public funds, or financial irregularity shall be reported immediately to the Board Chair, Executive Director, and/or legal counsel.

### **4.6 Financial Reporting Requirements**

The District will comply with all reporting requirements as required by [Chapter 189](#), Florida Statutes and [Florida Special District Handbook](#).

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## **CHAPTER 5**

### **PROCUREMENT & CONTRACTING**

The District shall comply with all applicable procurement laws under [Chapter 287, Florida Statutes](#), including competitive bidding requirements, statutory thresholds and internal procurement processes. All procurement will be in accordance with those procedures used by the Brevard County Board of Commissioners.

The Executive Director may execute contracts up to a Board-approved spending threshold (\$10,000) without prior Board approval, subject to ratification at the next Board meeting. (Appendix C – Executive Director Spending Authority - Resolution No. 07.10.19-2).

In the event of an emergency and consistent with the District Charter, the Board is authorized to spend a sum not to exceed \$15,000.

On occasion the District receives sponsorship and/or donation requests from organizations. The District shall comply with the Sponsorship and Donations Policy adopted by the Board on June 10, 2026. (Appendix D – Sponsorship and Donations Policy – Resolution No. 06.10.26-02).

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## **CHAPTER 6**

### **PERSONNEL POLICIES**

#### **6.1 Employment Status**

All employees are at-will unless otherwise specified by written contract.

#### **6.2 Standards of Conduct**

Employees shall maintain professional ethical conduct and comply with all applicable Brevard County human resources workplace policies and procedures.

Harassment, discrimination, retaliation, and disruptive conduct are prohibited.

#### **6.3 Travel & Reimbursement Policy**

It is the policy of the District to reimburse authorized travel expenses incurred by District Commissioners and staff when such travel serves an official District purpose and provides a benefit to the District. Travel may include attendance at training, educational programs, conferences, meetings, or other activities related to maintaining professional knowledge,

complying with governmental requirements, exchanging information, or conducting District business.

All Commissioner and staff travel must be budgeted and approved in the advance of travel. The District shall comply with the Travel Policy adopted by the Board on March 9, 2005. (Appendix E – Travel Policy – Resolution No. 2005-1).

The Travel Policy establishes procedures for authorization and reimbursement of travel expenses incurred by District Commissioner and staff in the performance of official District business. Procedures not covered by the Travel Policy will be in accordance with [Part I, Chapter 112, Florida Statutes](#).

#### **A. Transportation**

- Travel shall be by the most efficient and economical means available
- Air travel shall be booked to obtain the lowest reasonable fare as practical
- Use of a personal vehicle shall be reimbursed at the IRS standard mileage rate in effect at the time of travel. Tolls and parking fees will be reimbursed when documented

#### **B. Lodging**

- Lodging should be reserved in advance at the lowest reasonable rate
- Florida sales tax exemption shall be requested when applicable
- Travelers shall verify lodging charges at check-in and check-out

#### **C. Meal Expenses**

- Meal reimbursements shall be in accordance with the District Travel Policy
- Alcoholic beverages and tobacco products are not reimbursable under any circumstances

#### **D. Per Diem Advances**

Advance per diem payments are not permitted unless specifically authorized by Board policy.

#### **E. Documentation & Reimbursement**

- All travel reimbursement requests must be submitted within ten (10) business days of return
- Reimbursement requests must include itemized receipts and proof of payment

- Reimbursements are subject to review by the Executive Director and approval by the Board when required

#### 6.4 Vessel Use Policy

The District maintains and operates a vessel to support authorized District operations, programs, projects, inspections, and related official activities. Use of the District vessel shall be conducted in accordance with the Vessel Use Policy adopted by the Board on June 10, 2026. (Appendix F – Vessel Use Policy - Resolution No. 06.10.26-01).

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## CHAPTER 7

### PUBLIC RECORDS & RECORDS MANAGEMENT

#### 7.1 Compliance with Chapter 119, Florida Statutes

The District complies with [Chapter 119, Florida Statutes](#), and applicable physical public records retention schedules issued by the Florida Division of Library and Information Services. District staff have been migrating to a more digital records filing and retention program where records are secure, frequently backed up, and available for quick access from cloud based storage .

The Executive Director, or his or her designee, shall serve as the Custodian of public records charged with the responsibility of maintaining public records.

Pursuant to [Chapter 119, Florida Statutes](#), public records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

#### 7.2 District Public Records Request and Fee Schedule Procedures

In addition to Florida Statues, all public records requests received orally and/or in writing shall follow the District Public Records Request and Fee Schedule Procedures adopted by the Board on March 13, 2024. (Appendix G).

The Executive Director must be informed of all public records requests received by telephone, email, letter, fax, or in person.

## **CHAPTER 8**

### **ETHICS, SUNSHINE & GOVERNANCE COMPLIANCE**

#### **8.1 Commissioner Conduct & Professional Civility**

##### **A. Purpose**

The Board of Commissioners affirms that effective governance requires professionalism, mutual respect, and adherence to ethical standards. This section establishes expectations for Commissioner conduct to promote orderly meetings and operations, preserve public confidence in District leadership, and minimize District risk.

##### **B. Standards of Professional Conduct**

Commissioners shall:

- Treat fellow commissioners, staff, consultants, and members of the public with dignity and respect
- Refrain from personal attacks, disruptive behavior, or conduct that undermines orderly proceedings
- Refrain from discrimination, harassment, intimidation, or retaliatory conduct

If just cause exists, on a case-by-case basis, the Board may address corrective matters through:

- Board discussion in open session
- Formal reminder of policy
- Referral to ethics training
- Other lawful corrective measures under Florida Law

##### **C. Operation within Administrative Structure**

Individual Commissioners shall not, either publicly or privately:

- Direct or supervise staff outside Board action
- Demand operational changes outside Board action
- Conduct independent action without Board authorization
- Interfere with the operational, administrative, and ministerial obligations of the Executive Director and staff

- Interfere with vendor, consultant, or stakeholder relationships outside Board action

Individual Commissioners are encouraged to engage with the community, perform independent research, and raise concerns with staff to the extent that such actions do not interfere with District operations or raise conflict of interest concerns.

All operational inquiries shall be directed to the Executive Director. The Executive Director shall be subject to the oversight and control of the Board acting as a unit in meeting assembled.

#### **D. Meeting Decorum**

The Chair is authorized to maintain decorum during meetings. Deliberations of the Board of Commissioners shall be conducted pursuant to Robert's Rules of Order. The Chair shall exercise care that the right of each Commissioner to be heard is respected, and that the actions of the Board are clear. In controversial deliberations, strict adherence to Robert's Rules of Order may be invoked by the Chair, or any Commissioner by raising a point of order. The latest published edition of "Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure.

### **8.2 Board Member Communications Outside Public Meetings**

#### **A. Purpose**

The Sunshine Law is implicated anytime two or more members of the Board discuss, via any form of communication, some matter on which foreseeable action will be taken by the Board or Commission.

#### **B. Prohibited Communications**

Pursuant to Florida's Sunshine Law, Commissioners shall not email, text, message, call, or otherwise communicate with one another regarding any District business outside a duly noticed public meeting.

This prohibition applies regardless of whether the matter is:

- On a current agenda
- Anticipated for a future agenda
- Described as informational only
- Characterized by the communicating Commissioner as not foreseeable for Board action

All discussion of District business shall occur only during properly noticed public meetings.

### **C. Serial Communications Prohibited**

Commissioners shall not engage in serial or "daisy chain" communications for the purpose of discussing District matters outside a public meeting.

### **D. Staff as Intermediaries Prohibited**

Commissioners shall not use staff or consultants to convey positions, opinions, or preferences to other Commissioners outside public meetings.

### **E. Permitted Communications**

Permitted communications include:

1. Administrative scheduling coordination not involving District business discussion
2. One-way informational distribution from the Executive Director
3. Communications during duly noticed public meetings
4. Communications unrelated to District business

District Business means any matter involving officials acts, transactions, or discussions that fall within the Board's governmental authority and decision-making responsibilities, including but not limited to, operational matters, budget discussions, and policy development.

### **F. Social Media**

Commissioners shall not engage in interactive discussions with one another concerning District business on social media or digital platforms outside public meetings.

### **G. Inadvertent Communications**

If a Commissioner receives a District-related communication from another Commissioner outside a public meeting, the recipient shall refrain from responding and notify the Executive Director for retention of public records and may request legal counsel to provide an opinion.

### **8.3 Conflicts of Interest**

All Commissioners and District staff must adhere to the conflict-of-interest provisions outlined in Part III of [Chapter 112, Florida Statutes](#). A conflict of interest arises when personal interests could improperly influence the performance of official duties. Commissioners and staff must avoid situations where their personal interests conflict with the interests of the District. Any potential conflicts must be disclosed in writing to the District's ethics officer. This includes, but is not limited to, financial interests, relationships

with vendors, or any other situation that could compromise impartiality. Failure to disclose conflicts of interest may result in disciplinary action, including termination of employment or removal from office. The District will provide regular training, or otherwise require Commissioners and staff to attend comparable training, on identifying and managing conflicts of interest to ensure compliance and maintain public trust.

#### **8.4 Code of Ethics**

The District is committed to maintaining the highest ethical standards. All Commissioners and staff must comply with the Code of Ethics as set forth in [Chapter 112, Florida Statutes](#). This includes, but is not limited to, prohibitions on accepting gifts, misuse of position, and disclosure of confidential information. Commissioners and staff are expected to act with integrity, fairness, and accountability in all district-related activities. The Code of Ethics requires that all decisions be made in the best interest of the District and its constituents, free from personal bias or gain. The District will conduct regular ethics training sessions, or otherwise require Commissioners and staff to attend comparable training, to reinforce these principles and ensure that all personnel are aware of their ethical obligations. Violations of the Code of Ethics may result in disciplinary action, including suspension or termination.

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### **CHAPTER 9**

#### **EMERGENCY AUTHORITY**

In emergency circumstances threatening life, safety, or District property, the Executive Director may take necessary action consistent with Florida law. All emergency actions shall be reported to and ratified by the Board at the next public meeting.

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### **CHAPTER 10**

#### **AMENDMENTS**

This Administrative Policy Manual may be amended by resolution of the Board of Commissioners at a duly noticed public meeting.

**BOARD ADOPTION RESOLUTION**

**RESOLUTION NO. 06.10.26-03**

A RESOLUTION OF THE SEBASTIAN INLET DISTRICT ADOPTING AN ADMINISTRATIVE POLICY MANUAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sebastian Inlet District is an independent special district of the State of Florida; and

WHEREAS, the Board of Commissioners finds it necessary and appropriate to adopt a comprehensive Administrative Policy Manual to provide structure, transparency, and compliance with applicable Florida law; and

WHEREAS, the Board desires to establish clear governance procedures, financial controls, personnel standards, procurement practices, public records compliance, and Sunshine Law safeguards;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SEBASTIAN INLET TAX DISTRICT, AS THE GOVERNING BOARD OF THE SEBASTIAN INLET TAX DISTRICT:

Section 1. The Administrative Policy Manual attached hereto is hereby adopted.

Section 2. The Executive Director is authorized to implement and administer the Manual.

Section 3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
David Barney, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Shawn L. Demers, Esq.

**APPENDIX A**

**SEBASTIAN INLET TAX DISTRICT CHARTER,  
INCLUDING AMENDMENTS**

**SEBASTIAN INLET TAX DISTRICT  
CHARTER (ORIGINAL)**

**CHAPTER 12259**

**DATED 1919**

SEBASTIAN INLET DISTRICT  
CHARTER - CHAPTER 12259

AN ACT Amending Chapter 7976 of the Laws of Florida, Special Acts of 1919, Being An Act Entitled: "An Act to Create and Incorporate a Special Taxing District in Brevard and Saint Lucie Counties Florida, to be known and designed as Sebastian Inlet District; Prescribing the Boundaries Thereof; to Provide for the Government and Administration of Said District; to Define the Powers and Purposes thereof; to Authorize Said Board to Connect the Waters of the Atlantic Ocean with the Waters of the Indian River; to Construct all Other Works Necessary to Proper In Connection with Said Inlet of any property Needed for District Purposes; to Empower the Board of Commissioners of Said District to Levy and Collect Taxes for District Purposes; to authorize Bonds to Procure Money to Carry Out the Provisions of this Act; to Provide for the Election of Said Commissioners and an Election to Determine Whether Bonds of the District Shall be Issued; to Prevent Injury to Any Works Constructed under this Act, and Prescribing Penalties Therefore; and Generally to Provide for the Construction and Maintenance of an Inlet in Said District to Connect the Waters of the Atlantic Ocean With the Water of the Indian River."

Be it Enacted by the Legislature of the State of Florida:

Section 1. Section 1 of Chapter 7976, Laws of Florida, 1919, as amended by Chapter 12259, Laws of Florida, 1927, is amended to read:

SEBASTIAN INLET DISTRICT

Section 1. That a special taxing district is hereby created to be known as the Sebastian Inlet Tax District, to consist of so much of Brevard and Indian River Counties, Florida, as is described and embraced in the following boundaries, to-wit:

LANDS EMBRACED

All of the Third Commissioner's District of Brevard County and that part of the Fourth Commissioner's District of Brevard County, Florida, bounded on the north by the township line between Township Twenty-five (25), and Township Twenty six (26) and all of that part of Indian River County, Florida, which comprised and made up the first Commissioner's District of Saint Lucie County, Florida, as located and established upon the passage of Chapter 7976, Laws of Florida, Special Acts of 1919 aforesaid.

BOARD OF COMMISSIONERS

Section 2. That a governing body of said Sebastian Inlet District to be known and designated as the "Board of Commissioners of Sebastian Inlet District," shall be composed of three members, who shall have been and shall be elected as provided in said Chapter 7976, and as provided herein. Said governing body shall have all the powers of a body corporate, including the power to sue and be sued as a corporation in said name in any court; to contract, to adopt and use a common seal and alter the same at pleasure; and to purchase or

otherwise acquire, own, hold, lease, sell, mortgage and convey or otherwise dispose of such real estate and personal property as said Board may deem proper to carry out the purposes of this Act; to appoint during its pleasure, a Chief Engineer and Consulting Engineer, and such agents and employees as said Board Engineer, and such agents and employees as said Board may require or deem advisable; to borrow money and to issue negotiable promissory notes or bonds therefore to enable it to carry out the provisions of this Act.

#### COMMISSIONERS TO CANCEL BONDS OR CERTIFICATES OF INDEBTEDNESS

Section 3. The Commissioners of said District upon receipt of any bonds or certificates of indebtedness from the State Treasurer by reason of the provisions of this Act shall immediately cancel such bonds or certificates of indebtedness delivered to said Board of Commissioner by the Treasurer of the State of Florida under the provisions of this Act and such receipt shall stand in lieu of said bonds or certificates of indebtedness in the office and records of the Treasurer of the State of Florida.

#### TERMS

Section 4. (a) There shall be five commissioners elected as members of the Board of Commissioners of the Sebastian Inlet District. Commissioner shall be elected at the general election held in November of each even-numbered year. The terms of office of such commissioners shall be 4 years until their successors are duly elected and qualified. Each member shall be a qualified elector and resident within the district; provided, however; that three members, or a majority, of the commission shall reside in the county within the district's boundaries with the larger (Brevard) population. Two members shall reside in the other county (Indian River County). All candidates for office shall stand for election in all precincts of the Districts.

1. In order that the terms of the commission members may be staggered, each of the three commission members in office on the effective date of this act, representing District 1, 2, and 3, shall remain in office until the expiration of his term and the election of his successor. Two commissioners, one from District 4, and one from District 5, shall be elected at the November 1962 general election for 4 year terms.

2. Newly elected commissioners shall take office at the next regularly scheduled meeting of the commission, or if that meeting is not planned within 30 days of the election, then a special meeting shall be called for the purpose of seating the new members of the commission and providing them with an orientation.

(b) Commissioners shall be elected on a nonpartisan basis by a majority of the qualified electors of the district voting at the election to be held in both Indian River and Brevard Counties as follows:

1. Any candidate for membership on the Board shall qualify with the Clerk of the Circuit Court of the circuit in which the candidate resides. The Clerks of the Circuit Courts of Indian River and Brevard Counties shall certify the names of qualified candidates to one another for purposes of placing such names upon the ballot in both counties. The Ballots shall be in the form for general elections as provided by law.

2. The election officials of each voting district or

precinct with the Sebastian Inlet District shall conduct the election of the commissioners of the district at the time of conducting such general election and shall furnish to each qualified voter of each of such election district or precincts a ballot for the election of commissioner of Sebastian Inlet District. Each voter qualified to vote in each such general election in the respective election districts or precincts situated within the boundaries of Sebastian Inlet District, and which voter resides within the boundaries of such district, shall be entitled to cast a ballot for the election of commissioners of said Sebastian Inlet District.

3. Upon the closing of the polls in each election district or precinct; the officials conducting such elections shall tally the votes cast for commissioners of Sebastian Inlet District. The vote shall be canvassed in the manner provided by general law.

(c) Before he assumes office, each commissioner shall be required to give to Sebastian Inlet District a good and sufficient surety bond in the sum of \$2,000 conditioned for the faithful performance of the duties of his office and said bond to be approved by and filed with the Clerk of the Circuit Court of Brevard County. Said bond shall be recorded in the minutes of said Board of Commissioners of said Sebastian Inlet District. The failure of any person so elected as commissioner of Sebastian Inlet District to give such bond within 30 days after his election as such, shall create a vacancy as to such commissioner. In such event, or in the event of any vacancy on said Board of Commissioners of Sebastian Inlet District whether by resignation, death, removal from the district or otherwise, within 30 days next after the existence of such unexpired term and who shall give bond as hereinbefore provided.

(d) All meetings shall be opened to the public. The commission shall conduct all meetings in accordance with Chapter 286, Florida Statutes. In addition, notice of the meetings shall be sent to the news media at least 7 days in advance, stating the time, date convene in special session when called by a majority of the members. Actions taken at special meetings shall have the same force and effect as if taken at a regular meeting. Two days' written notice of the time and purpose of the meeting shall be given to all members and the news media. The minutes of the meeting shall set forth the facts regarding the procedure in calling the meeting and the reason therefore, and shall be signed either by the chairman or by a majority of the members. Upon due public notice, regular or special meetings of the board shall be held at any appropriate public place in the district which is readily accessible to the general public; provided, however, that at least 50 per cent of the number of meetings of the commission held each year be held in Indian River County.

(e) All bookkeeping and accounting shall be in accordance with the uniform accounting system for units of local government established by the Department of Banking and Finance.

(f) All purchasing and bidding shall be in accordance with the procedures used by the Brevard County Board of Commissioners.

Section 5. All laws and part of laws in conflict herewith be, and the same are, herewith repealed.

Section 6. This Act shall take effect immediately upon its passage and approval by the Governor or upon its becoming a law without such approval.

## QUORUM

Section 7. As soon as practicable after this act becomes a law, the commission holding over or after they have been elected or appointed and have qualified, they shall meet and be organized by the election, from among their number, of a chairman, vice-chairman, and a secretary/treasurer. Three members of the board shall constitute a quorum. The vote of two members shall be necessary to transact business. The chairman and all members of the said board present shall vote at all meetings of the board.

## COMPENSATION

Section 8. The members of the Commission shall each receive the sum of one thousand dollars (\$1,000.) per year, payable in monthly installments of eighty-three dollars and thirty-three (\$83.33) as compensation for serving on the Commission, but shall not be reimbursed for any travel expenses inside the boundaries of the District. The members of the Commission shall be reimbursed for per diem and travel expenses outside the boundaries of the District in accordance with Section 112.081, Florida Statutes.

## DUTY TO CONSTRUCT INLET

Section 9. It shall be the duty of said Board of Commissioners of Sebastian Inlet District to construct, improve, widen and or deepen, and maintain the inlet between the Indian River and the Atlantic Ocean at the place designated by the War Department of the United States Government in the permit granted to Sebastian Inlet Association. With character, manner of construction of said inlet shall be determined by said Board of Commissioners with the approval and recommendation of the Chief Engineer, and said Board is further authorized to do all acts and things proper, necessary or convenient for the aforesaid purposes. The opening and maintenance of such Inlet or waterway connecting the waters of the Atlantic Ocean with the waters of the Indian River within the Sebastian Inlet District are hereby found and declared to be for public purposes and to be necessary for the use of shipping and for transportation and for the extension of commerce of the State of Florida and of said District, and also to be necessary for the maintenance of the health of the inhabitants of the territory embraced in the said district and for the convenience, comfort and welfare of the said district and the inhabitants thereof. The District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion public safety for the operation and maintenance of the Inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto.

## CHIEF ENGINEER

Section 10. Immediately after the organization of said Board, it shall elect a Chief Engineer. That the depth, width, character and manner of improvement and construction of said Inlet or waterway shall be determined by said board upon the approval and recommendation of the Chief Engineer of the board.

## REPORT

Section 11. The Chief Engineer of the board shall make a full and complete report of his preliminary survey of the inlet or waterway proposed to be improved and constructed together with the Jetty or Jetties if any should be necessary or advisable to protect the same, with the estimated cost of carrying out all of said work; and such report shall be published one time in a newspaper published in Vero Beach and to a newspaper published in Melbourne, Florida, in said district.

## ADDITIONAL BOARDS

Section 12. If the said Board of Commissioners of Sebastian Inlet District shall determine after receiving the report and estimate of their Chief Engineer that a substantial inlet can be constructed for a cost not exceeding the proceeds of said additional bond issue, then the said Board of Commissioners are hereby authorized to issue and sell said additional bonds, or so much of them as may be necessary or advisable, and use the proceeds for the purposes provided in the act.

## PROVISIONS BEFORE WORK CAN BE STARTED

Section 13. No Inlet shall be made or improved, widened or deepened or constructed until a sufficient sum of money shall have been provided and set aside for the building and construction and improvement of said Inlet. And provide further, that before any construction work upon said Inlet shall be undertaken it shall be the duty of the said Chief Engineer to prepare and submit to said Board a plan showing in detail a method to be employed in the construction of said Inlet or waterway and the Jetty or Jetties, if any; said plan may thereafter be submitted to and approved by a competent consulting engineer thoroughly versed in works of this nature, and when so adopted and approved shall be adhered to in the construction work upon such Inlet or waterway and Jetty or Jetties, if any; except, in case it shall appear desirable as the work advances to modify said plans in order to further insure permanency in the location of said Inlet or waterway or Jetty or Jetties, then a modification of said plans, to accomplish said purpose, may be permitted and regularly incorporated in said plan, after have been approved by said Consulting Engineer and adopted by said Board; or such modification may be made without the advice of a Consulting Engineer.

## PROPERTY

Section 14. That the said Board shall have the power and authority to hold, control and acquire by gift or purchase, for the use of the District, any real or personal property, and to condemn any lands or easements needed for the purpose the right of eminent domain and institute and maintain condemnation proceedings as prescribed by laws of Florida.

## SPECIAL TAX

Section 15. The Board of Commissioners of Sebastian Inlet District is hereby authorized and empowered to levy upon all of the real and personal taxable property in said district, a special tax not exceeding 1 1/2 mills on the dollar for the year 1977, and for each and every year thereafter, to be used solely for the purpose authorized and prescribed by this act. Said levy shall be made each year, not later than September 30 of each year by resolution of the board, or a majority thereof, duly entered at large upon its minutes. Certified copies of such resolution executed in the name of the board by its chairman and secretary and under its corporate seal shall be made and delivered to the Board of County Commissioners of Indian River County and to the Board of County Commissioners of Brevard County and to the comptroller of the State of Florida, not later than September 30 of each and every year thereafter. It shall be the duty of the Board of County Commissioners of Indian River County and the Board of County Commissioners of Brevard County, to order the assessment and collection of taxes levied by the board of commissioners of the district within the respective counties in the manner provided by law for regular property taxes in the county. Proceeds of such taxes shall be paid within the time and in the manner described by law to the treasurer of the board. All such taxes shall be held by the treasurer of the credit of the board and paid out by him as provided herein.

#### TEMPORARY LOANS

Section 16. That said Board is hereby authorized and empowered in order to provide for the work prescribed by this Act and to pay the expenses incident to all such work or any other expense necessary in carrying out the work or any other expense necessary in carrying out the general purposes of this Act, to borrow money, temporarily, from time to time for periods of time not exceeding two years at any one time, and to issue its promissory notes therefore upon such terms and at such rates of interest, not exceeding seven per cent, per annum as said Board may deem advisable. Any note so made and issued may be paid out of the proceeds of the bonds authorized to be issued by the Act or out of any other revenue and property of said Board. In case of an injury by storm or otherwise to any of the works of this District, thereby causing an emergency which must be met at once in order to protect or reconstruct such works, said Board is authorized to borrow money under the terms prescribed above in order to meet such emergency.

#### ADDITIONAL BONDS

Section 17. The additional bonds authorized by this Act and by the vote at said election shall not exceed the sum of \$250,000 and shall bear interest at the rate of six per cent per annum, interest payable semi-annually, and shall be payable to bearer, they shall be signed by each member of the Board and attested by the Secretary under the seal of said Board. Said bonds shall be in such form, bear such date, in such denominations and be payable at such place and at such time or times as shall be prescribed by the Board, and shall recite that they are issued under the authority of this Act, and shall pledge the full faith and credit of said Board of Commissioners of Sebastian Inlet District for the payment of the principal and the interest

thereon. Said bonds shall be numbered consecutively in order of their issuance. Interest coupons shall be attached to said bonds and said coupons shall be consecutively numbered, specifying the number of the bond to which they are attached, and they shall be attested by the lithographed or engraved facsimile signature of the Secretary of the said Board and of the Chairman or other such member of said Board as said Board shall designate. Said bonds may be validated pursuant to the provisions of the law of Florida.

#### LEGAL CUSTODIAN

Section 18. After said additional bonds shall have been executed they shall be delivered to the Secretary of said Board who shall enter in a book to be kept by him the number of each bond, the rate of interest, its maturity, date of sale, and the person to whom sold, with his post office address. The Secretary of said Board shall hold said bonds and be the legal custodian thereof and deliver the same to the purchaser upon the resolution of said Board duly recorded in its Minutes. In case any officers whose signatures, counter-signatures or certificates appear upon said bonds and coupons shall cease to be such officer before the delivery of such bonds to the purchaser, such signatures or counter-signatures or certificates shall nevertheless be valid and sufficient for all purposes in like manner and with the same effect as if such officer had remained in office until the delivery of the bonds.

#### VALIDITY OF BONDS

Section 19. This Act shall without reference to any other Act of the Legislature of Florida, be full authority for the issuance and the sale of the additional bonds in the Act authorized, which bonds shall have all the qualities of negotiable paper under the law merchant, and shall not be invalid for any irregularity or defect in the proceedings for the issue and sale thereof, and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of any such bonds shall be necessary except such as are required by this Act. The provisions of this Act shall constitute an irrevocable contract between said Board and the holders of any such bonds, and coupons thereof issued pursuant to the provisions thereof. Any holder of said bonds or coupons may either at law or in equity, by suit, action or mandamus enforce and compel the performance of any of the duties required by this Act of any of the officers or persons mentioned hereon in relation of said bonds or the collection, enforcement and application of the taxes for the payment thereof.

#### SINKING FUND

Section 20. It shall be the duty of the said Board and of the proceeds of taxes levied and imposed by this Act and out of any other moneys in the possession of said Board, which moneys so far as necessary are hereby set apart and appropriated for the purpose, to apply said moneys and pay the interest on said bonds as the same fall due, and at the maturity of said bonds out of said moneys to pay the principal thereof; and there shall be and is hereby created a sinking fund for the payment of the principal of said bonds, and said Board shall set apart and pay into such sinking fund annually, out of the

taxes levied and imposed under this Act, any other revenues and funds of said District, at least two per cent of the amount of bonds outstanding. Said sinking fund for the payment of the principal of said bonds shall not be appropriated to any other purposes than that herein specified.

#### INVESTMENT OF SINKING FUND

Section 21. That said Board is hereby authorized and empowered to invest the moneys belonging to sinking fund created by this Act in bonds issued under this Act or in bonds of the United States of America or of any State of the United States of America or in bonds of any county or municipal corporation of the United States of America, which shall at the time of such investment have a population of at least twenty thousand according to the Federal census immediately preceding such investment, provided, always, that for the payment of the bonds so purchased the full faith and credit of such county, city or municipal corporation shall be pledged. Said Board is hereby authorized and empowered for the purpose of paying the bonds issued under this Act, and when necessary to protect the interest of said Board and said sinking fund, to sell and dispose of any of the securities in which said sinking fund may be invested and re-invest the proceeds from time to time in conformity with the provisions of this Act as said Board may deem expedient. The Treasurer shall be the custodian of all funds belonging to said Board and to the said District, and said fund shall be disbursed only upon the order of said Board signed by the Secretary and countersigned by the Chairman thereof. Said Board shall be and is hereby empowered and authorized to select depositories in which funds of said Board shall be deposited by said Treasurer, any Bank or Trust Company organized under the laws of the United States or of the State of Florida, upon such terms and conditions as said Board may deem just and reasonable and upon such terms as to security as the Board shall deem proper, but no sinking fund shall be required, provided said bonds are made payable serially, required, provided said bonds are made payable serially, with maturities beginning not later than three years from date and ending not later than thirty years after said date.

#### CHIEF ENGINEER

Section 22. All work done under the provisions of this Act both in construction and maintenance, shall be carried on under the supervision of a competent Chief Engineer to be employed by said Board, and no money shall be paid out for any such work to any contractor or sub-contractor until such work has been inspected and approved by the Board's Chief Engineer.

#### DAMAGES

Section 23. It shall be the duty of the Board of Commissioners of Sebastian Inlet District to use every reasonable means to maintain, protect, and preserve any and all of the works constructed by said Board; and for such purposes the said Board is authorized to use funds derived from taxes assessed and collected for Sebastian Inlet District.

Section 24. Whoever shall wilfully damage any ditch, canal,

levee, inlet, waterway, Jetty or other work established or constructed under this Act or who shall fill in or obstruct the flow of water in any inlet, canal, water way, or remove any earth, stone, or other material from the banks of any canal, inlet, waterway, revetment, or ditch, without having first obtained permission in writing from said Board to remove such material, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not exceeding one thousand dollars or imprisonment in the county jail not longer than six months, or both such fine and imprisonment, in the discretion of the Court.

Section 25. Any clause or section of this Act which for any reason may be declared invalid may be eliminated from this Act, and the remaining portion or portions shall be and remain in full force and valid as if such invalid clause or section had not been incorporated therein.

#### REMOVAL OF OFFICIALS

Section 26. The Chief Engineer and any Consulting Engineer and any agent or employee of the Board of Commissioner or District may be removed at any time by the Board.

#### LETTING CONTRACTS

Section 27. All work performed and materials furnished for the construction of said Inlet and for the maintenance of said Inlet, shall be let by contract in accordance with the general laws of the State of Florida governing acquisition of professional engineering services, the purchase of commodities, and the construction and maintenance of public works. The Board shall have the right to reject any and all bids. Each contractor shall be required to give a surety bond in form and amount to be approved by the Board, with a responsible surety company thereon as surety. The Board, however, as a public authority, is authorized to exempt any person entering a contract with the District for the construction of any buildings, public works, or for the repair of any building or public works from the requirements for payment, performance, and surety bonds in the manner and the amounts which are authorized under Section 255.05, Florida Statutes, for other public authorities to exempt their contractors from bond requirements.

Section 28. The Commission is authorized to vacate any easement or transfer fee simple interest in any real property which is held to any unit of local, state or federal government. Prior to such vacation or transfer the Commission shall conduct a public hearing and determine if it is in the public interest to authorize the vacation or transfer. At such hearing the Commission shall consider what effect, if any, the vacation or transfer shall have on public access to the Inlet for fishing and recreation purposes and what action best serves the public health, safety, and welfare.

**SEBASTIAN INLET TAX DISTRICT CHARTER**  
**AMENDMENT – HB 1449 – CHAPTER 2003-373**

## House Bill No. 1449

An act relating to Indian River and Brevard Counties; codifying, amending, and reenacting special acts relating to the Sebastian Inlet Tax District, an independent special district; providing for a governing body; providing powers and duties; providing for construction and maintenance of an inlet between the Indian River and the Atlantic Ocean; authorizing the levy of taxes; providing severability; repealing chapters 7976 (1919), 8901 (1921), 12259 (1927), 18138 (1937), 18139 (1937), 22891 (1945), 63-910, 76-329, 78-470, 82-307, and 88-535, Laws of Florida; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Pursuant to section 189.429, Florida Statutes, this act constitutes the codification of all special acts relating to the Sebastian Inlet Tax District, also known as the Sebastian Inlet District. It is the intent of the Legislature in enacting this law to provide a single, comprehensive special act charter for the district, including all current legislative authority granted to the district by its several legislative enactments and any additional authority granted by this act.

Section 2. Chapters 7976 (1919), 8901 (1921), 12259 (1927), 18138 (1937), 18139 (1937), 22891 (1945), 63-910, 76-329, 78-470, 82-307, and 88-535, Laws of Florida, are codified, reenacted, amended, and repealed as herein provided.

Section 3. The Sebastian Inlet Tax District is reenacted, and the charter for the district is re-created and reenacted to read:

Section 1. A special taxing district is hereby created to be known as the Sebastian Inlet Tax District, an independent special district, to consist so much of Brevard and Indian River Counties, Florida as is described and embraced in the following boundaries, to-wit:

All of the Third Commissioner's District of Brevard County and that part of the Fourth Commissioner's District of Brevard County, Florida, bounded on the north by the township line between Township Twenty-five (25), and Township Twenty-six (26) and all of that part of Indian River County, Florida, which comprised and made up the First Commissioner's District of Saint Lucie County, Florida, as located and established upon the passage of Chapter 7976, Laws of Florida, Special Acts of 1919 aforesaid.

Section 2. A governing body of said Sebastian Inlet Tax District, to be known and designated as the "Board of Commissioners of Sebastian Inlet Tax District," shall be composed of five members, who shall have been and shall be elected as provided by law. Said governing body shall have all the powers of a body corporate, including the power to sue and be sued as a corporation in said name in any court; to contract; to adopt and use a common seal and alter the same at pleasure; to purchase or otherwise

acquire, own, hold, lease, sell, mortgage, and convey or otherwise dispose of such real estate and personal property as said Board may deem proper to carry out the purposes of this act; to appoint during its pleasure a Chief Engineer, a Consulting Engineer, and such agents and employees as said Board may require or deem advisable; and to borrow money and to issue negotiable promissory notes or bonds therefor to enable it to carry out the provisions of this act.

Section 3. (a) Members of the Board shall be elected at the general election held in November of each even-numbered year. The terms of office of such Board members shall be for 4 years and until their successors are duly elected and qualified. Each member shall be a qualified elector and resident within the District; however, three members, or a majority, of the Board shall reside in the county within the District's boundaries with the larger population. Two members shall reside in the other county. All candidates for office shall stand for election in all precincts of the District.

1. The terms of the Board members shall be staggered, with three Board members standing for election in one general election for a 4-year term, and two Board members shall be elected 2 years later at the general election for a 4-year term.

2. Newly elected Board members shall take office at the next regularly scheduled meeting of the Board, or, if that meeting is not planned within 30 days after the election, then a special meeting shall be called for the purpose of seating the new members of the Board and providing them with an orientation.

(b) Board members shall be elected on a nonpartisan basis by a majority of the qualified electors of the District voting at the election to be held in both Indian River and Brevard Counties as follows:

1. Any candidate for membership on the Board shall qualify as provided by law. The ballots shall be in the form for general elections as provided by law.

2. The election officials of each voting district or precinct within the Sebastian Inlet Tax District shall conduct the election of the members of the Board of Commissioners of the District at the time of conducting such general election. Each voter who is qualified to vote in each such general election in the respective election districts or precincts situated within the boundaries of the Sebastian Inlet Tax District and who resides within the boundaries of such District shall be entitled to cast a ballot for the election of members of the Board of Commissioners of said Sebastian Inlet Tax District.

3. Upon the closing of the polls in each election district or precinct, the officials conducting such elections shall tally the votes cast for members of the Board of Commissioners of the Sebastian Inlet Tax District. The vote shall be canvassed in the manner provided by general law.

(c) Before he or she assumes office, each Board member shall be required to give to the Sebastian Inlet Tax District a good and sufficient surety bond

in the sum of \$2,000 conditioned for the faithful performance of the duties of his or her office and said bond to be approved by and filed with the Clerk of the Circuit Court of Brevard County. Said bond shall be recorded in the minutes of said Board of Commissioners of said Sebastian Inlet Tax District. The failure of any person so elected as a member of the Board of Commissioners of the Sebastian Inlet Tax District to give such bond within 30 days after his or her election as such shall create a vacancy as to such Board member. In such event or in the event of any vacancy on said Board of Commissioners of the Sebastian Inlet Tax District, whether by resignation, death, removal from the District, or otherwise, within 30 days after the existence of such vacancy, the Governor of the State of Florida shall appoint a Board member as provided by law to fill such vacancy, who shall serve for the remainder of such expired term and who shall give bond as hereinbefore provided.

(d) All meetings shall be open to the public. The Board shall conduct all meetings in accordance with chapter 286, Florida Statutes. In addition, notice of the meetings shall be sent to the news media at least 7 days in advance, stating the time, date, location, and purpose of the meeting. A majority of the members may convene in special session when called by a majority of the members or the chair. Actions taken at special meetings shall have the same force and effect as if taken at a regular meeting. Two days' written notice of the time and purpose of a special meeting shall be given to all members and the news media. The minutes of the meeting shall set forth the facts regarding the procedure in calling the meeting and the reason therefor and shall be signed either by the chair or by a majority of the members. Upon due public notice, regular or special meetings of the Board shall be held at any appropriate public place in the District which is readily accessible to the general public; however, at least 50 percent of the number of meetings of the Board held each year shall be held in Indian River County.

(e) All bookkeeping and accounting of the District shall meet the requirements imposed by law for special districts.

(f) All purchasing and bidding shall be in accordance with the procedures used by the Brevard County Board of Commissioners.

Section 4. As soon as practicable after this act becomes a law, the Board holding over or after they have been duly elected or appointed and have qualified, they shall meet and organized by the election, from among their number, of a chair, a vice-chair, a secretary/treasurer. Three members of the Board shall constitute a quorum. The affirmative vote of two members shall be necessary to transact business. The chair and all members of the said Board present shall vote at meetings of the Board as provided by law.

Section 5. The members of the Board shall each receive the sum of \$3,600 per year commencing October 1, 2003. The salary shall be paid in monthly installments as compensation for serving on the Board, but Board members shall not be reimbursed for any travel expenses inside the boundaries of the District. The members of the Board shall be reimbursed for per diem and travel expenses outside the boundaries of the District in accordance with the law.

The members of the Board shall set their own compensation for each fiscal year commencing October 1, 2004, provided the Board shall not increase its members' compensation for any fiscal year by a percentage greater than the percentage the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased from the date of the commencement of the fiscal year when the Board members last received an increase in their compensation. In the event the U.S. Department of Labor no longer publishes the Consumer Price Index, the Board must use a similar published standard to set any increase in its compensation.

Section 6. It shall be the duty of said Board of Commissioners of Sebastian Inlet Tax District to construct, improve, widen or deepen, and maintain the inlet between the Indian River and the Atlantic Ocean. With character, manner of construction of said inlet shall be determined by said Board of Commissioners with the approval and recommendation of the Chief Engineer, and said Board is further authorized to do all acts and things proper, necessary, or convenient for the aforesaid purposes. The opening and maintenance of such inlet or waterway connecting the waters of the Atlantic Ocean with the waters of the Indian River within the Sebastian Inlet Tax District are hereby found and declared to be for public purposes and to be necessary for the use of shipping and for transportation and for the extension of commerce of the State of Florida and of said District, and also to be necessary for the maintenance of the health of the inhabitants of the territory embraced in the said District and for the convenience, comfort, and welfare of the said District and the inhabitants thereof. The District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto.

Section 7. The Board shall elect a Chief Engineer. The depth, width, character, and manner of improvement and construction of said inlet or waterway shall be determined by said Board upon the approval and recommendation of the Chief Engineer of the Board. The Board, in setting the depth of the inlet, shall consider the impact on navigation from the Intra-coastal Waterway to the Atlantic Ocean.

Section 8. The said Board shall have the power and authority to hold, control, and acquire by gift or purchase, for the use of the District, any real or personal property and to condemn any lands or easements needed for the purposes of the District. Said Board is authorized to exercise the right of eminent domain and institute and maintain condemnation proceedings as prescribed by the laws of Florida.

Section 9. The Board of Commissioners of Sebastian Inlet Tax District is hereby authorized and empowered to levy upon all of the real and personal taxable property in said District a special tax not exceeding 1½ mills on the dollar for the year 1977, and for each and every year thereafter, to be used solely for the purpose authorized and prescribed by this act. Said levy shall be made each year, not later than September 30 of each year by resolution of the Board, or a majority thereof, duly entered at large upon its minutes.

Certified copies of such resolution executed in the name of the Board by its chair and secretary and under its corporate seal shall be made and delivered to the Board of County Commissioners of Indian River County, to the Board of County Commissioners of Brevard County, and to the Chief Financial Officer of the State of Florida not later than September 30 of each and every year thereafter. It shall be the duty of the Board of County Commissioners of Indian River County and the Board of County Commissioners of Brevard County to order the assessment and collection of taxes levied by the Board of Commissioners of the District within the respective counties in the manner provided by law for regular property taxes in the county. Proceeds of such taxes shall be paid within the time and in the manner prescribed by law to the treasurer of the Board. All such taxes shall be held by the treasurer for the credit of the Board and paid out by him or her as provided herein.

Section 10. Said Board is hereby authorized and empowered, in order to provide for the work prescribed by this act and to pay the expenses incident to all such work or any other expense necessary in carrying out the general purposes of this act, to borrow money, temporarily, from time to time for a period of time not exceeding 2 years at any one time, and to issue its promissory notes therefor upon such terms and at such rates of interest as said Board may deem advisable. Any note so made and issued may be paid out of the proceeds of the bonds authorized to be issued by this act or out of any other revenues or funds of said Board, and said notes shall be a charge upon all of the revenue and property of said Board. In case of an injury by storm or otherwise to any of the works of this District, thereby causing an emergency which must be met at once in order to protect or reconstruct such works, said Board is authorized to borrow money under the terms prescribed above in order to meet such emergency.

Section 11. All work done under the provisions of this act, both in construction and maintenance, shall be carried on under the supervision of a competent Chief Engineer to be employed by said Board, and no money shall be paid out for any such work to any contractor or subcontractor until such work has been inspected and approved by the Board's Chief Engineer.

Section 12. It shall be the duty of the Board of Commissioners of Sebastian Inlet Tax District to use every reasonable means to maintain, protect, and preserve any and all of the works constructed by said Board, and for such purposes the said Board is authorized to use funds derived from taxes assessed and collected for Sebastian Inlet Tax District.

Section 13. Whoever shall willfully damage any ditch, canal, levee, inlet, waterway, jetty, or other work established or constructed under this act or who shall fill in or obstruct the flow of water in any inlet, canal, or waterway, or remove any earth, stone, or other material from the banks of any canal, inlet, waterway, revetment, or ditch without having first obtained permission in writing from said Board to remove such material, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not exceeding \$1,000 or imprisoned in the county jail not longer than 6 months, or both such fine and imprisonment, in the discretion of the Court.

Section 14. Any clause or section of this act which for any reason may be declared invalid may be eliminated from this act, and the remaining portion or portions shall be and remain in full force and valid as if such invalid clause or section had not been incorporated therein.

Section 15. The Chief Engineer, any Consulting Engineer, and any agent or employee of the Board of Commissioners or District may be removed at any time by the Board.

Section 16. All work performed and materials furnished for the construction of said inlet and for the maintenance of said inlet shall be let by contract in accordance with the general laws of the State of Florida governing acquisition of professional engineering services, the purchase of commodities, and the construction and maintenance of public works. The Board shall have the right to reject any and all bids. Each contractor shall be required to give a surety bond in form and amount to be approved by the Board, with a responsible surety company thereon as surety. The Board, however, as a public authority, is authorized to exempt any person entering into a contract with the District for the construction of any buildings or public works, or for the repair of any buildings or public works, from the requirements for payment, performance, and surety bonds in the manner and the amounts which are authorized by law for other public authorities to exempt their contractors from bond requirements.

In the event of an emergency, the Board of Commissioners of Sebastian Inlet Tax District is authorized to spend a sum not to exceed \$15,000, utilizing the following procedure:

(a) The Board shall obtain at least three telephone bid offers to perform such work or furnish such property from at least three independent persons or business entities responsible in the subject business endeavor under consideration; and

(b) The Board shall make a record of the offers. After obtaining and recording such offers, the Board, with at least three of five members concurring, shall award the contract to the lowest responsible bidder of those solicited. The Board shall then notify all local news media which commonly cover the area within the District of the type and nature of the emergency and what actions the Board has taken to rectify the emergency.

Section 17. The Board is authorized to vacate any easement or transfer fee simple interest in any real property which it holds to any unit of local, state, or federal government. Prior to such vacation or transfer, the Board shall conduct a public hearing and determine if it is in the public interest to authorize the vacation or transfer. At such hearing, the Board shall consider what effect, if any, the vacation or transfer shall have on public access to the inlet for fishing and recreation purposes and what action best serves the public health, safety, and welfare.

Section 4. Chapters 7976 (1919), 8901 (1921), 12259 (1927), 18138 (1937), 18139 (1937), 22891 (1945), 63-910, 76-329, 78-470, 82-307, and 88-535, Laws of Florida, are repealed.

Section 5. This act shall take effect upon becoming a law.

Approved by the Governor June 26, 2003.

Filed in Office Secretary of State June 26, 2003.

**SEBASTIAN INLET TAX DISTRICT CHARTER  
AMENDMENT – HB 601 – CHAPTER 2012-238**

## CHAPTER 2012-238

### House Bill No. 601

An act relating to the Sebastian Inlet Tax District, Brevard and Indian River Counties; amending chapter 2003-373, Laws of Florida; requiring the members of the district's board of commissioners to be elected by a plurality of the qualified electors of the district; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (b) of section 3 of section 3 of chapter 2003-373, Laws of Florida, is amended to read:

Section 3.

(b) Board members shall be elected on a nonpartisan basis by a plurality ~~majority~~ of the qualified electors of the District voting at the election to be held in both Indian River and Brevard Counties as follows:

1. Any candidate for membership on the Board shall qualify as provided by law. The ballots shall be in the form for general elections as provided by law.

2. The election officials of each voting district or precinct within the Sebastian Inlet Tax District shall conduct the election of the members of the Board of Commissioners of the District at the time of conducting such general election. Each voter who is qualified to vote in each such general election in the respective election districts or precincts situated within the boundaries of the Sebastian Inlet Tax District and who resides within the boundaries of such District shall be entitled to cast a ballot for the election of members of the Board of Commissioners of said Sebastian Inlet Tax District.

3. Upon the closing of the polls in each election district or precinct, the officials conducting such elections shall tally the votes cast for members of the Board of Commissioners of the Sebastian Inlet Tax District. The vote shall be canvassed in the manner provided by general law.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor April 13, 2012.

Filed in Office Secretary of State April 13, 2012.

**SEBASTIAN INLET TAX DISTRICT CHARTER  
AMENDMENT – HB 1117 – CHAPTER 2018**

ENROLLED

CS/HB 1117

2018 Legislature

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An act relating to the Sebastian Inlet Tax District, Indian River and Brevard Counties; amending ch. 2003-373, Laws of Florida, as amended; authorizing the district to enter into interlocal agreements, memoranda of understanding, or other agreements with local and state authorities to provide security for district facilities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 6 of section 3 of chapter 2003-373, as amended by chapter 2012-238, Laws of Florida, is amended to read:

Section 6. (a) It shall be the duty of said Board of Commissioners of Sebastian Inlet Tax District to construct, improve, widen or deepen, and maintain the inlet between the Indian River and the Atlantic Ocean. With character, manner of construction of said inlet shall be determined by said Board of Commissioners with the approval and recommendation of the Chief Engineer, and said Board is further authorized to do all acts and things proper, necessary, or convenient for the aforesaid purposes. The opening and maintenance of such inlet or waterway connecting the waters of the Atlantic Ocean with the waters of the Indian River within the Sebastian Inlet Tax District are

ENROLLED

CS/HB 1117

2018 Legislature

26 hereby found and declared to be for public purposes and to be  
 27 necessary for the use of shipping and for transportation and for  
 28 the extension of commerce of the State of Florida and of said  
 29 District, and also to be necessary for the maintenance of the  
 30 health of the inhabitants of the territory embraced in the said  
 31 District and for the convenience, comfort, and welfare of the  
 32 said District and the inhabitants thereof. The District is  
 33 authorized to conduct such programs and projects as it finds  
 34 necessary or convenient for beach renourishment, erosion  
 35 control, environmental protection, navigation, boating,  
 36 recreation, and public safety for the operation and maintenance  
 37 of the inlet and the waters of the Atlantic Ocean and Indian  
 38 River Lagoon adjacent thereto.

39 (b) In order to protect, maintain, and ensure peaceful,  
 40 recreational use of District facilities, the District may enter  
 41 into such interlocal agreements, memoranda of understanding, or  
 42 other agreements with local law enforcement agencies, the Board  
 43 of Trustees of the Internal Improvement Trust Fund, the Florida  
 44 Department of Environmental Protection, or the Florida Fish and  
 45 Wildlife Conservation Commission necessary to provide and  
 46 facilitate security services on properties owned, controlled, or  
 47 operated by the District.

48 Section 2. This act shall take effect upon becoming a law.

## **APPENDIX B**

### **CASH MANAGEMENT POLICY – 4-13-22**

**SEBASTIAN INLET DISTRICT  
BOARD MEMORANDUM**

**TO:** Members of the Board  
of Sebastian Inlet District Commission

**THROUGH:** James D. Gray, Jr. *JDG*  
Executive Director

**FROM:** Dave Kershaw *DK*  
Sr. Contracts/Accounting Manager

**SUBJECT:** Cash Management Policy

**DATE:** April 1, 2022

---

**DESCRIPTION AND CONDITIONS**

As District revenue is received from grants, contracts and other sources, that revenue is deposited into its Checking/Savings account with PNC Bank. Recently, the District has sought to maintain a cash balance in its Checking/Savings account at PNC of approximately \$5 million. This amount allows the District to maintain a prudent level of funds to meet its annual general government expenditures, required monitoring expenditures and to have the liquidity to meet a potential disaster situation. The total of the PNC account as of March 31, 2022 was \$7,691,733.92.

**FUNDING**

District internal funds

**RECOMMENDATION**

Authorize staff to: 1) transfer \$2,691,733.92 from PNC to the District's account with Florida PRIME; and 2) begin a monthly transfer of funds in excess of \$5 million in the PNC account into the Florida PRIME account approved by the Commission on September 28, 2021. The current 30-Day SEC Yield on 03/31/22 was .28.

**ATTACHMENT**

None

**APPROVED AGENDA ITEM FOR: APRIL 13, 2022**

## **APPENDIX C**

### **EXECUTIVE DIRECTOR SPENDING AUTHORITY – RESOLUTION NO. 07.10.19-02**

RESOLUTION NO. 07.10.19-2

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SEBASTIAN INLET DISTRICT, AUTHORIZING SPENDING AUTHORITY TO DISTRICT EXECUTIVE DIRECTOR

WHEREAS, the duty of the Sebastian Inlet District is to construct, improve, widen or deepen, and maintain the inlet between the Indian River and Atlantic Ocean; and

WHEREAS, Sebastian Inlet District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto; and

WHEREAS, Sebastian Inlet District has hired an Executive Director to recommend programs and projects to fulfill its Charter; and

WHEREAS, on occasion programs and projects require immediate attention and approval.

BE IT HEREBY RESOLVED that the Board of Commissioners of the Sebastian Inlet District approves, except as otherwise provided by Florida Statutes, the Executive Director or his designee, the authority to purchase or contract for supplies, materials, equipment, and services costing ten thousand dollars (\$10,000) or less. Any such purchase or contract may be executed by the Executive Director in the name of the Sebastian Inlet District without Commission action, although copies of any such contracts shall be available to the Commission for inspection. \*

THE FOREGOING RESOLUTION Upon motion by Commissioner Frazier and second by Commissioner Mitchell, the Board approved the Resolution as follows:

- Lisa Frazier
Chris Hendricks
Beth Mitchell
Jenny Lawton Seal
Michael Rowland

[Handwritten signatures of Lisa Frazier, Chris Hendricks, Beth Mitchell, Jenny Lawton Seal, and Michael Rowland]

The Chair thereupon declared the resolution duly passed and adopted this 10th day of July, 2019.

SEBASTIAN INLET DISTRICT

By: [Signature]
Jenny Lawton Seal, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: [Signature]
Jack Kirschenbaum
Attorney for Sebastian Inlet District

\* and shall be brought to the attention of the Board at the next Board meeting.

**APPENDIX D**

**SPONSORSHIP AND DONATIONS POLICY –  
RESOLUTION NO. 06.10.26-02**

**RESOLUTION NO. 06.10.26-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SEBASTIAN INLET DISTRICT SPONSORSHIP AND DONATIONS POLICY**

**WHEREAS**, the duty of the Sebastian Inlet District is to construct, improve, widen or deepen, and maintain the inlet between the Indian River and Atlantic Ocean; and

**WHEREAS**, Sebastian Inlet District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto; and

**WHEREAS**, On occasion the District receives sponsorship and/or donation requests from organizations.

**BE IT HEREBY RESOLVED** that the Board of Commissioners of the Sebastian Inlet District establishes a Sponsorship and Donations Policy for considering requests to ensure all contributions align with District programs and projects identified in its Charter. All Sponsorship and Donations requests must be evaluated by the Executive Director and presented to the Board for approval.

**THE FOREGOING RESOLUTION** Upon motion by Commissioner \_\_\_\_\_ and second by Commissioner \_\_\_\_\_, the Board approved the Resolution as follows:

Lisa Frazier \_\_\_\_\_  
David Barney \_\_\_\_\_  
John Campbell \_\_\_\_\_  
TJ Marshall \_\_\_\_\_  
Michael Rowland \_\_\_\_\_

The Chair thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of June, 2026.

**SEBASTIAN INLET DISTRICT**

By: \_\_\_\_\_  
David Barney, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Shawn L. Demers, Esq.  
Attorney for Sebastian Inlet District

**APPENDIX E**

**TRAVEL POLICY –  
RESOLUTION NO. 2005-1**

RESOLUTION NO. 2005-1

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SEBASTIAN  
INLET TAX DISTRICT, ESTABLISHING THE MAXIMUM TRAVEL  
REIMBURSEMENT RATES FOR MEALS AND MILEAGE

**WHEREAS**, the Sebastian Inlet Tax District (the "District") is a special independent taxing district of the state of Florida established and operating under Chapter 2003-373, Florida Statutes; and

**WHEREAS**, the District is subject to the travel and per diem rates established by s. 112.061, FS.; and

**WHEREAS**, the Florida Legislature has passed SB 1426 that became law as Chapter 2003-125, Florida Statutes, which allows special districts to establish travel and per diem rates that exceed those specified in s. 112.061, FS. by passage of a resolution.

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the Sebastian Inlet Tax District:

Section 1. The Board hereby establishes the mileage rate for travel in an individual's personal vehicle to be the standard mileage rate established by the Internal Revenue Service for the calendar year of the travel incurred.

Section 2. The Board hereby establishes the per diem meal rate to be the lesser of; (1) the actual meal expense made by the individual for their meals during the authorized travel or (2) the standard meal allowance established by the Internal Revenue Service for other than high-cost locations for the calendar year of the meal expense incurred as provided by the U.S. General Services Administration – Domestic Per Diem Rates. Approved rates for states and cities are found at <http://www.gsa.gov>

Section 3. The Board hereby establishes the following policy to provide further clarification to Class B Travel – Continuous travel of less than 24 hours which involves overnight absence from official headquarters: All travel must be authorized and approved by the Sebastian Inlet Tax District Administrator. When District business requires travel beyond 50 miles from the point of origin, and official District business extends beyond 7:00 pm, overnight lodging may be authorized.

Section 4. This Resolution shall become effective on March 9, 2005.

Upon motion by Commissioner Mitchell and second by Commissioner Culberson, the Board approved the Resolution as follows:

Ann Perry	<u>yes</u>
Jim Culberson	<u>yes</u>
Beth Mitchell	<u>yes</u>
Jenny Lawton Seal	<u>yes</u>
Raymond Reed	<u>yes</u>

The Chair thereupon declared the resolution duly passed and adopted this 9<sup>th</sup> day of March, 2005.

**SEBASTIAN INLET TAX DISTRICT**

By:   
Ann Perry, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Jack Kitschenbaum  
Attorney for Sebastian Inlet Tax District

**APPENDIX F**

**VESSEL USE POLICY –  
RESOLUTION NO. 06.10.26-01**

**RESOLUTION NO. 06.10.26-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SEBASTIAN INLET DISTRICT VESSEL USE POLICY**

**WHEREAS**, the duty of the Sebastian Inlet District is to construct, improve, widen or deepen, and maintain the inlet between the Indian River and Atlantic Ocean; and

**WHEREAS**, Sebastian Inlet District is authorized to conduct such programs and projects as it finds necessary or convenient for beach renourishment, erosion control, environmental protection, navigation, boating, recreation, and public safety for the operation and maintenance of the inlet and the waters of the Atlantic Ocean and Indian River Lagoon adjacent thereto; and

**WHEREAS**, In 2009, Sebastian Inlet District purchased a Parker 2520XL to assist in the implementation of District programs and projects to fulfill its Charter.

**BE IT HEREBY RESOLVED** that the Board of Commissioners of the Sebastian Inlet District establishes a Vessel Use Policy for the authorized use, maintenance, and safe operation of all watercraft owned, leased, or operated by the District to support official District business.

Section 1 – Authorized Use:

1.1 Official Business Only: Vessels are to be used exclusively for official District programs and projects. Personal use is strictly prohibited.

1.2 Authorized Operators: Commissioners authorized by the Board and staff authorized by the Executive Director who have a valid captain’s license, have completed an approved Boater’s Safety Course, and/or possess a valid State Boater Education Card may operate agency vessels.

1.3 Passengers: Passengers must be Commissioners and staff or partners authorized by the District.

1.4 Vessel Sign Out: The Executive Director must be notified in writing of intended vessel use at least 48 hours prior to departure. In emergency situations, the Executive Director is to be notified prior to departure.

Section 2 – Vessel Operator Responsibilities:

2.1 Safety Equipment: Must ensure all USCG approved safety equipment is on board and serviceable, including Personnel Floatation Devices (PFDs) for all occupants, fire extinguishers, and proper navigation lights and equipment.

2.2 Compliance: Must follow all federal, state, and local boating laws, including speed zones and “Slow Speed, Minimum Wake” regulations.

2.3 Documentation of Trip: Operators must log pre-trip and post trip vessel hours and report to the Executive Director.

Section 3 – Safety and Operational Procedures:

3.1 Life Jackets: PFDs must be worn as required by state law and are strongly recommended for all occupants on District vessels.

3.2 Alcohol and Drugs: Operation of a District vessel while impaired is strictly prohibited.

3.3 Hazardous Conditions: Vessels shall not be operated in weather conditions exceeding the capacity of Operator experience.

3.4 Incident Reporting: All emergency situations must be immediately reported to law enforcement. Any incident involving the District vessel and/or Operator and Passengers must be immediately reported to the Executive Director.

Section 4 – Vessel Maintenance and Security:

4.1 Vessel Inspection: Operators are responsible for checking oil, fuel level, and safety equipment before use.

4.2 Security: Vessel and equipment must be secured and locked when not in use.

**THE FOREGOING RESOLUTION** Upon motion by Commissioner \_\_\_\_\_ and second by Commissioner \_\_\_\_\_, the Board approved the Resolution as follows:

Lisa Frazier	_____
David Barney	_____
John Campbell	_____
TJ Marshall	_____
Michael Rowland	_____

The Chair thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of June, 2026.

**SEBASTIAN INLET DISTRICT**

By: \_\_\_\_\_  
David Barney, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Shawn L. Demers, Esq.  
Attorney for Sebastian Inlet District

**APPENDIX G**

**DISTRICT PUBLIC RECORDS AND FEE SCHEUDLE  
PROCEDURES 3-13-24**

## District Public Records Request and Fee Schedule Procedures

1. All public records requests received orally and/or in writing, will be acknowledged by the District within three (3) business days.
2. The District will aim to fulfill all reasonable public records requests with five (5) business days. If a request warrants a longer time to complete, that will be communicated to the requestor within five (5) business days of the request.
3. All requests will be subject to the provisions of 119.07 (4)—fees for copying and the labor time required. The District’s labor will be charged at a rate of \$25.00 per hour in half-hour minimum charge increments plus the cost of required supplies. Request responses that require less than 10 copies and/or 30 minutes or less of staff labor to fulfill will not be charged a fee. Responses to requests that can be sent via electronic mail and meet the aforementioned time/staff requirement, will also not be charged. If charges are warranted, the person requesting the records will be contacted and provided an estimate of costs within five (5) business days. If the requestor agrees to the fee and remits payment to the district via check, staff will complete the request and send it by the most economical means.
4. If the request is for Financial records, a **SUMMARY** – if possible – should be provided. ***All records requests responses will be sent via email in PDF format when practicable.***
5. If a Public Record contains personnel information such as a social security number, home address, phone, etc., this part of the record will be redacted prior to being sent to the requestor.
6. Staff must receive acknowledgment from the requestor that the request has been satisfied.

All public records requests will be filed, including the media used and the timing of the response, in the District office and available for viewing upon request.

Florida Statutes mandate that a government entity must respond to Public Record Requests under the Sunshine Law.

The Executive Director must be informed of all requests received by telephone, email, letter, fax and in person.

Board Adopted     **MARCH 13, 2024**



## **Public Outreach highlights**

**June 10, 2026**

### **Website highlights**

[www.sitd.us](http://www.sitd.us)

- May website visits: 66,803; April visits: 63,294

### **Completed and ongoing outreach tasks**

- Responded to media inquires regarding dredging completion, posted and distributed news release on website and app
- Participated/attended May 19 public workshop meeting at ELC
- Promoted National Safe Boating Week on website and social media

### **Social media**

[www.facebook.com/sebastianinletdistrict](https://www.facebook.com/sebastianinletdistrict)

[www.instagram.com/sebastianinletdistrict/](https://www.instagram.com/sebastianinletdistrict/)

Top three posts on Facebook in January 2026

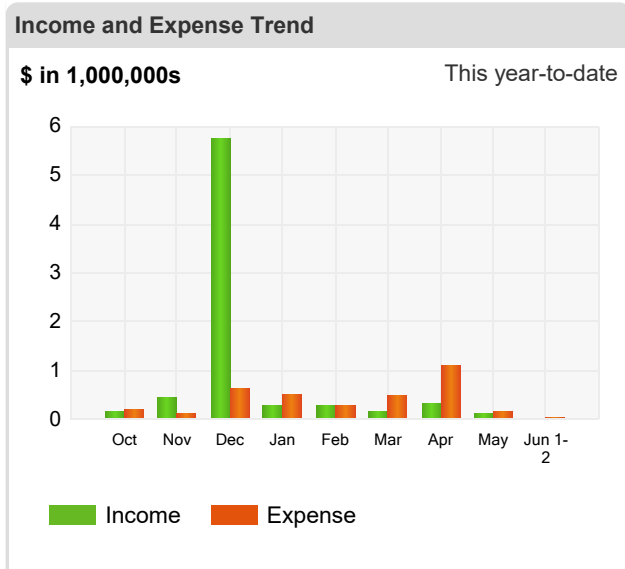
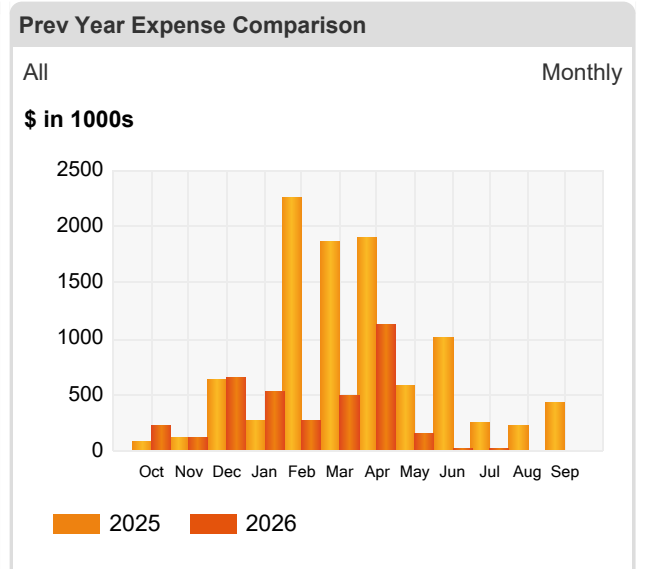
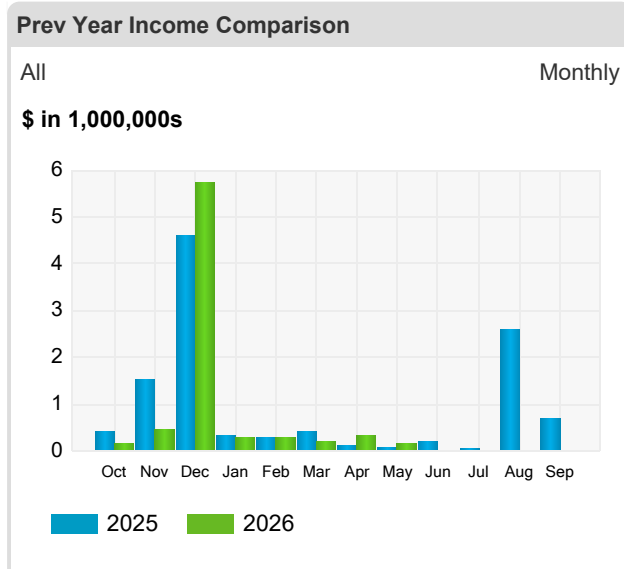
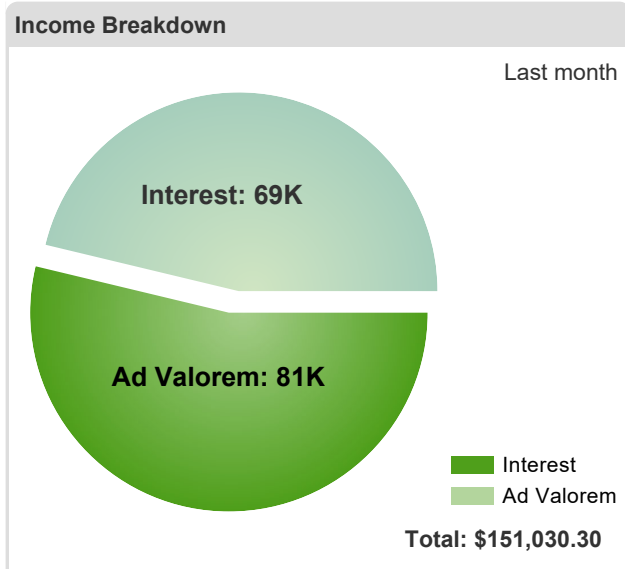
- May 13 — 13.3k reached; FDOT public workshop announcement (new bridge)
- May 29 — 10.8k reached; Flashback Friday post of inlet aerial
- May 11— 10.6k reached; Identify a fish/promotion of fishing page

### **App**

District app downloads: iOS: 1,426, Android, 730; (March) iOS:1407, Android: 708

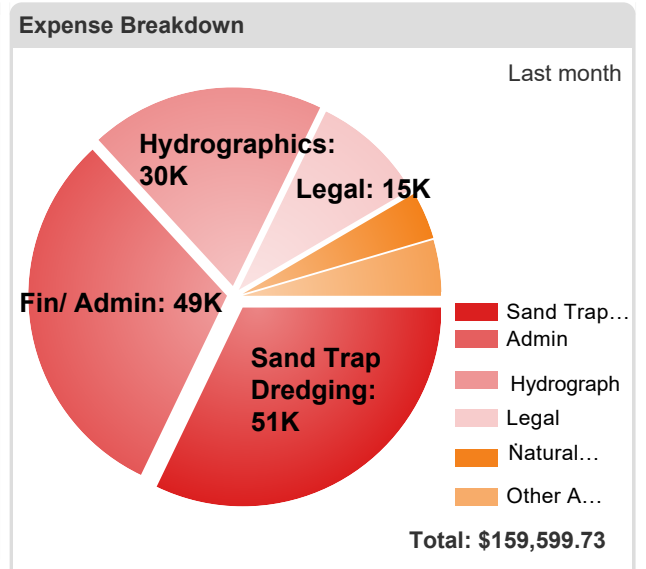
### **Upcoming outreach projects/activities**

- Continuing to draft next chapter of Inlet Management Plan series for website
- June 20 Sebastian Chamber Surf Contest fundraiser
- Developing FDOT/Bridge Replacement information section on Projects webpage
- June 23 Quarterly Coastal Cleanup event (participate and promote on web, social)



### Account Balances

Account	Balance
*SBA Investment	19,219,113.05
*Main Operating Acct -PNC Bank	4,926,124.31
*Accounts Receivable	136,625.05
*Accounts Payable	79,157.37
*A/P for AJE's	0.00
*PNC Corporate Card	683.29
*Petty Cash	100.00
*Payroll Liabilities	43.40
*PNC Credit Card 5421	0.00
*Cost-Share Due-State of Florida	0.00
*Direct Deposit Liabilities	0.00



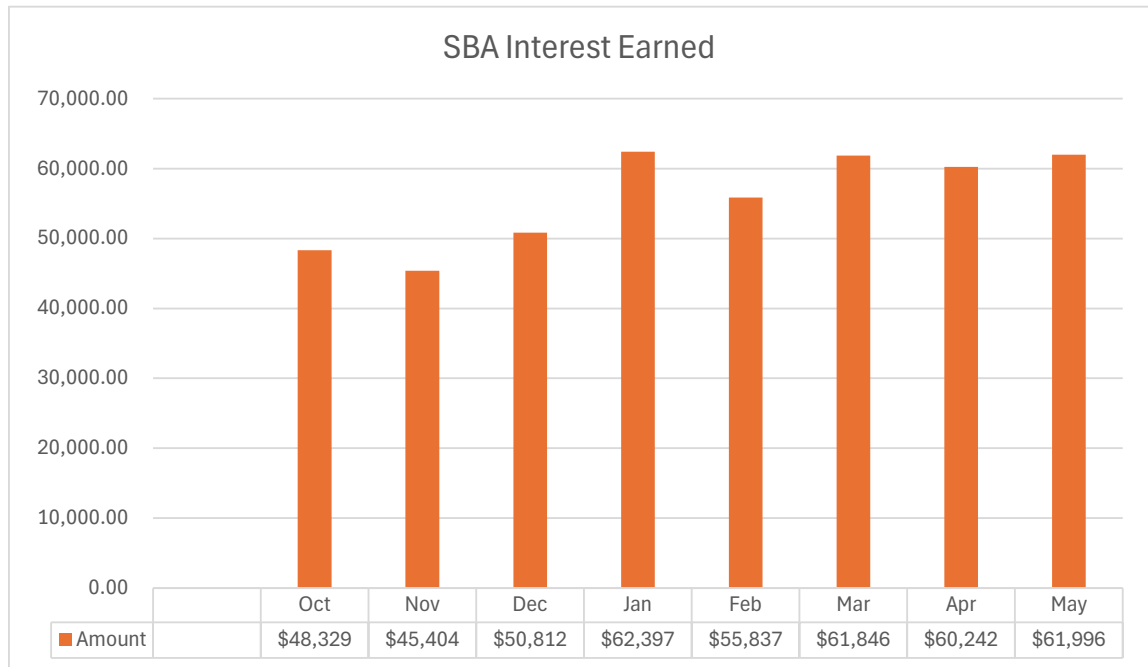
**Sebastian Inlet District**  
**SBA Interest Earned**  
As of September 30, 2026

2:58 PM

06/02/2026

Accrual Basis

	Type	Date	Split	Amount	Balance	Interest Rate
1510500 · SBA Investment					13,320,579.57	
	Deposit	Oct		\$ 48,329		4.21%
	Deposit	Nov		\$ 45,404		4.15%
	Deposit	Dec		\$ 50,812		3.99%
	Deposit	Jan		\$ 62,397		3.88%
	Deposit	Feb		\$ 55,837		3.84%
	Deposit	Mar		\$ 61,846		3.83%
	Deposit	Apr		\$ 60,242		3.84%
	Deposit	May		\$ 61,996		3.81%
Total 1510500 · SBA Investment				446,862.04		
<b>TOTAL</b>				<b>446,862.04</b>	<b>19,219,113.05</b>	



**Sebastian Inlet District**  
**Statement of Net Position**  
As of May 31, 2026

2:01 PM  
06/02/2026  
Accrual Basis

	<u>May 31, 26</u>	<u>May 31, 25</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
1010100 · Petty Cash	100.00	100.00	0.00	0.0%
1010200 · Main Operating Acct -PNC Bank	4,910,312.09	3,975,409.45	934,902.64	23.52%
1510500 · SBA Investment	19,219,113.05	13,077,033.28	6,142,079.77	46.97%
<b>Total Checking/Savings</b>	<u>24,129,525.14</u>	<u>17,052,542.73</u>	<u>7,076,982.41</u>	<u>41.5%</u>
<b>Accounts Receivable</b>				
1330100 · Accounts Receivable	136,625.05	15,616.49	121,008.56	774.88%
<b>Total Accounts Receivable</b>	<u>136,625.05</u>	<u>15,616.49</u>	<u>121,008.56</u>	<u>774.88%</u>
<b>Other Current Assets</b>				
1499000 · Undeposited Funds	15,835.77	25,132.12	-9,296.35	-36.99%
<b>Total Other Current Assets</b>	<u>15,835.77</u>	<u>25,132.12</u>	<u>-9,296.35</u>	<u>-36.99%</u>
<b>Total Current Assets</b>	<u>24,281,985.96</u>	<u>17,093,291.34</u>	<u>7,188,694.62</u>	<u>42.06%</u>
<b>TOTAL ASSETS</b>	<u><b>24,281,985.96</b></u>	<u><b>17,093,291.34</b></u>	<u><b>7,188,694.62</b></u>	<u><b>42.06%</b></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2020000 · Accounts Payable	76,796.29	21,237.01	55,559.28	261.62%
<b>Total Accounts Payable</b>	<u>76,796.29</u>	<u>21,237.01</u>	<u>55,559.28</u>	<u>261.62%</u>
<b>Credit Cards</b>				
200210 · PNC Credit Card 5421	0.00	-24.99	24.99	100.0%
<b>Total Credit Cards</b>	<u>0.00</u>	<u>-24.99</u>	<u>24.99</u>	<u>100.0%</u>
<b>Other Current Liabilities</b>				
2330000 · Unavailable Grant Revenue	1,423,678.83	0.00	1,423,678.83	100.0%
2110 · Direct Deposit Liabilities	-1,707.00	-1,707.00	0.00	0.0%

	<u>May 31, 26</u>	<u>May 31, 25</u>	<u>\$ Change</u>	<u>% Change</u>
<b>2100000 · Payroll Liabilities</b>				
<b>2105000 · Federal Withholding Withheld</b>	-80.00	-80.00	0.00	0.0%
<b>2106000 · Social Security-Employer</b>	-124.00	-124.00	0.00	0.0%
<b>2107000 · Social Security-Employee</b>	-124.00	-124.00	0.00	0.0%
<b>2108000 · Medicare-Employer</b>	-29.00	-29.00	0.00	0.0%
<b>2109000 · Medicare-Employee</b>	-29.00	-29.00	0.00	0.0%
<b>2100000 · Payroll Liabilities - Other</b>	43.40	8.69	34.71	399.43%
<b>Total 2100000 · Payroll Liabilities</b>	<u>-342.60</u>	<u>-377.31</u>	<u>34.71</u>	<u>9.2%</u>
<b>Total Other Current Liabilities</b>	<u>1,421,629.23</u>	<u>-2,084.31</u>	<u>1,423,713.54</u>	<u>68,306.23%</u>
<b>Total Current Liabilities</b>	<u>1,498,425.52</u>	<u>19,127.71</u>	<u>1,479,297.81</u>	<u>7,733.8%</u>
<b>Total Liabilities</b>	<u>1,498,425.52</u>	<u>19,127.71</u>	<u>1,479,297.81</u>	<u>7,733.8%</u>
<b>Equity</b>				
<b>2701000 · Assigned</b>	13,073,401.00	13,073,401.00	0.00	0.0%
<b>2700000 · Unassigned</b>	5,654,162.54	3,894,150.11	1,760,012.43	45.2%
<b>Net Income</b>	<u>4,055,996.90</u>	<u>106,612.52</u>	<u>3,949,384.38</u>	<u>3,704.43%</u>
<b>Total Equity</b>	<u>22,783,560.44</u>	<u>17,074,163.63</u>	<u>5,709,396.81</u>	<u>33.44%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>24,281,985.96</b></u>	<u><b>17,093,291.34</b></u>	<u><b>7,188,694.62</b></u>	<u><b>42.06%</b></u>

**Sebastian Inlet District**  
**Variance Report\_Rev. & Exp. FY Budget vs. Actual**  
**October 2025 through May 2026**

9:36 AM  
06/03/2026  
Accrual Basis

	<u>May 26</u>	<u>Oct '25 - May 26</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>3000000 · Revenues</b>				
3110100 · Ad Valorem Tax-Brevard Cty	65,026.63	5,867,346.38	6,222,068.00	94.3%
3110200 · Ad Valorem Tax-Indian River Cty	16,158.96	1,258,183.75	1,342,518.00	93.72%
<b>Total 3000000 · Revenues</b>	<u>81,185.59</u>	<u>7,125,530.13</u>	<u>7,564,586.00</u>	<u>94.2%</u>
<b>3340000 · Contracted State Funds</b>		0.00	3,100,000.00	0.0%
<b>3610000 · Other Revenue</b>	69,844.71			
3610100 · Miscellaneous Revenue	69,844.71	124.02	0.00	100.0%
3610200 · Interest Revenue	151,030.30	527,734.66	300,000.00	175.91%
<b>Total 3610000 · Other Revenue</b>	<u>151,030.30</u>	<u>527,858.68</u>	<u>300,000.00</u>	<u>175.95%</u>
<b>Total Income</b>		<u>7,653,388.81</u>	<u>10,964,586.00</u>	<u>69.8%</u>
<b>Gross Profit</b>		7,653,388.81	10,964,586.00	69.8%
<b>Expense</b>	153.00			
<b>5110000 · Commission</b>	2,000.00			
5110210 · Commissioners Payroll Taxes	1,151.40	1,224.00	2,000.00	61.2%
5110110 · Commissioners Compensation	3,304.40	16,000.00	25,000.00	64.0%
5110410 · Travel Out Of District/Conferen		1,532.80	3,000.00	51.09%
5110490 · Other Commissioners Expense/FRS	15,173.56	9,032.06	16,000.00	56.45%
<b>Total 5110000 · Commission</b>	<u>15,694.92</u>	<u>27,788.86</u>	<u>46,000.00</u>	<u>60.41%</u>
<b>5130000 · Financial and Administrative</b>	7,487.92			
5130120 · Salaries-Administrative	2,354.90	119,305.84	178,500.00	66.84%
5130121 · Salary-Support Staff	4,114.38	124,423.82	184,000.00	67.62%
5130150 · Retirement Contribution/FRS	362.50	58,170.01	94,500.00	61.56%
5130210 · Taxes-Payroll	368.75	18,592.89	30,000.00	61.98%
5130240 · Workers' Compensation	566.96	1,053.75	1,500.00	70.25%
5130250 · Employee Insurance	79.00	36,780.60	52,000.00	70.73%

	<b>May 26</b>	<b>Oct '25 - May 26</b>	<b>Budget</b>	<b>% of Budget</b>
5130320 · Accounting Audit	284.07	27,387.50	38,500.00	71.14%
5130321 · Accounting General	140.54	1,068.75	5,000.00	21.38%
5130400 · Employee Travel In Dist.	1,800.00	3,635.32	4,800.00	75.74%
5130401 · Employee Travel Out of Dist.	297.00	3,877.30	5,500.00	70.5%
5130402 · Technical Conferences	561.02	3,111.00	4,500.00	69.13%
5130410 · Telephone/ Internet Services	226.03	1,756.00	3,500.00	50.17%
5130411 · Other Communications	49,511.55	0.00	1,000.00	0.0%
5130430 · Utilities		1,591.73	2,300.00	69.21%
5130440 · Rent of Office Space	3,170.00	14,400.00	23,000.00	62.61%
5130441 · Copier/Fax Machine Lease	300.00	877.48	2,000.00	43.87%
5130450 · Insurance-General Liability	4,000.00	16,821.00	24,000.00	70.09%
5130460 · Equipment Maintenance	7,440.00	130.00	550.00	23.64%
5130470 · Printing	14,910.00	0.00	500.00	0.0%
5130491 · TRIM Compliance		0.00	1,000.00	0.0%
5130510 · Office Supplies	1,300.51	468.02	1,000.00	46.8%
5130511 · Postage	323.19	36.65	1,000.00	3.67%
5130512 · Other Supplies	1,623.70	3,074.09	4,500.00	68.31%
5130513 · Bank Fees and Charges		4,746.52	7,500.00	63.29%
5130520 · IT Tech Support/ Subscriptions	51,292.90	6,823.63	11,000.00	62.03%
5130540 · Publications	51,292.90	298.00	500.00	59.6%
5130541 · Special Meeting Expenses		0.00	500.00	0.0%
5130542 · Association Dues	30,445.05	4,615.00	7,000.00	65.93%
5130543 · General Administrative Expense	30,445.05	1,675.00	5,000.00	33.5%
5130550 · Office Equip/ IT Backup Server		3,319.80	7,000.00	47.43%
<b>Total 5130000 · Financial and Administrative</b>	<b>2,340.00</b>	<b>458,039.70</b>	<b>701,650.00</b>	<b>65.28%</b>
<b>5140000 · Legal Counsel</b>	<b>2,340.00</b>			
5140310 · Attorney-Administrative		27,943.00	45,000.00	62.1%
5140311 · Attorney-Project Related	697.13	2,537.50	6,000.00	42.29%
5140312 · Legal/Legis./Exec.	60.00	32,135.00	60,000.00	53.56%
5140313 · Attorney / Litigation	5,415.00	0.00	85,000.00	0.0%

	<b>May 26</b>	<b>Oct '25 - May 26</b>	<b>Budget</b>	<b>% of Budget</b>
5140314 · Attorney / Special	6,172.13	11,909.50	53,500.00	22.26%
5140490 · Legal Advertising	159,599.73	394.81	3,000.00	13.16%
<b>Total 5140000 · Legal Counsel</b>	<b>-8,569.43</b>	<b>74,919.81</b>	<b>252,500.00</b>	<b>29.67%</b>
<b>5190000 · Governmental &amp; Tax Related Fees</b>	<b>-8,569.43</b>			
5190310 · Appraiser Fees-Brevard Cty		50,502.65	75,000.00	67.34%
5190311 · Appraiser Fees-Indian River Cty		13,020.00	17,500.00	74.4%
5190312 · District Representation		0.00	10,000.00	0.0%
5190313 · Legisl. Research/Clipping Serv.		0.00	500.00	0.0%
5190491 · Tax Fees-Brevard Cty		135,558.48	135,000.00	100.41%
5190492 · Tax Fees-Indian River Cty		25,370.10	26,000.00	97.58%
<b>Total 5190000 · Governmental &amp; Tax Related Fees</b>		<b>224,451.23</b>	<b>264,000.00</b>	<b>85.02%</b>
<b>5370000 · Staff Engineer / Engineering</b>				
5370160 · Data Management and Inventory		0.00	5,500.00	0.0%
5370345 · Wave and Weather Station		0.00	165,000.00	0.0%
<b>Total 5370000 · Staff Engineer / Engineering</b>		<b>0.00</b>	<b>170,500.00</b>	<b>0.0%</b>
<b>5371000 · Sand Transfer System/Adv. Study</b>				
5371326 · DMMA & Maintenance		35,548.50	140,000.00	25.39%
5371314 · Non-Engineering Prof. Fees		0.00	2,500.00	0.0%
5371316 · Sediment Budget Studies		0.00	50,000.00	0.0%
5371318 · Aerial Photography		0.00	22,000.00	0.0%
5371470 · Permit Rel. Costs Federal		0.00	15,000.00	0.0%
5371471 · IMP/State of Inlet Report		153,227.50	155,000.00	98.86%
5371473 · Engineering / Design		0.00	125,000.00	0.0%
<b>Total 5371000 · Sand Transfer System/Adv. Study</b>		<b>188,776.00</b>	<b>509,500.00</b>	<b>37.05%</b>
<b>5372000 · Sand Trap Dredging</b>				
5372311 · Construction-Local Share		2,276,107.55	6,750,000.00	33.72%
5372470 · Permit Related Costs/Monitoring		93,673.44	600,000.00	15.61%
5372000 · Sand Trap Dredging - Other		19,852.50		
<b>Total 5372000 · Sand Trap Dredging</b>		<b>2,389,633.49</b>	<b>7,350,000.00</b>	<b>32.51%</b>
<b>5373000 · Maint. of Channel/Channel Exten</b>				

	<b>May 26</b>	<b>Oct '25 - May 26</b>	<b>Budget</b>	<b>% of Budget</b>
5373317 · Signage / Markers		0.00	500.00	0.0%
5373314 · Mitigation Monitoring		12,407.50	20,000.00	62.04%
5373309 · Summer Hydrographics		81,574.35	115,000.00	70.93%
5373310 · Winter Hydrographics		85,650.80	115,000.00	74.48%
5373461 · Channel Marker Maintenance		0.00	30,000.00	0.0%
<b>Total 5373000 · Maint. of Channel/Channel Exten</b>		<b>179,632.65</b>	<b>280,500.00</b>	<b>64.04%</b>
<b>5374000 · Ebb Shoal / Offshore Projects</b>				
5374312 · Thomas Shoal Characterization		7,540.00	125,000.00	6.03%
5374310 · Ebb Shoal Characterization		0.00	1,050.00	0.0%
<b>Total 5374000 · Ebb Shoal / Offshore Projects</b>		<b>7,540.00</b>	<b>126,050.00</b>	<b>5.98%</b>
<b>5375000 · Construction Programs</b>				
5375476 · North Shoreline Stabilization		0.00	30,000.00	0.0%
5375475 · South Shoreline Repair		0.00	2,000.00	0.0%
5375461 · North Jetty Lights		0.00	2,500.00	0.0%
5375462 · Storm Management		0.00	300,000.00	0.0%
5375472 · North Jetty Maint. and Repair		2,450.00	500,000.00	0.49%
<b>Total 5375000 · Construction Programs</b>		<b>2,450.00</b>	<b>834,500.00</b>	<b>0.29%</b>
<b>5376000 · Natural Resource Programs</b>				
5376309 · Marine Services		10,338.24	21,500.00	48.09%
5376308 · Safety Management		0.00	500.00	0.0%
5376307 · Web Site Enhancement(Web Cam)		480.00	20,000.00	2.4%
5376306 · Public Awareness and Education		14,666.93	20,000.00	73.34%
5376312 · Aerial Photography / Annual		0.00	15,000.00	0.0%
5376318 · Coconut Point Stabilization		18,675.00	225,000.00	8.3%
5376470 · Permitting Req./Compl. Rep'ting		0.00	1,000.00	0.0%
<b>Total 5376000 · Natural Resource Programs</b>		<b>44,160.17</b>	<b>303,000.00</b>	<b>14.57%</b>
<b>5377000 · Other Planned Projects</b>				
5377340 · Contract Labor		0.00	1,000.00	0.0%
5377464 · Retilling of South Beach		0.00	25,000.00	0.0%
<b>Total 5377000 · Other Planned Projects</b>		<b>0.00</b>	<b>26,000.00</b>	<b>0.0%</b>

	<b>May 26</b>	<b>Oct '25 - May 26</b>	<b>Budget</b>	<b>% of Budget</b>
<b>5378000 · Professional/Contract/Service</b>				
<b>5378640 · Project Related Equipment</b>		0.00	1,500.00	0.0%
<b>5378310 · Eng./Surveying Consulting</b>		0.00	15,000.00	0.0%
<b>Total 5378000 · Professional/Contract/Service</b>		0.00	16,500.00	0.0%
<b>Total Expense</b>		3,597,391.91	10,880,700.00	33.06%
<b>Net Ordinary Income</b>		4,055,996.90	83,886.00	4,835.13%
<b>Net Income</b>		<b>4,055,996.90</b>	<b>83,886.00</b>	<b>4,835.13%</b>

Type	Date	Split				Amount		Balance	
Amount		\$48,329	\$45,404	\$50,812	\$62,397	\$55,837	\$61,846	\$60,242	\$61,996