



# **SEBASTIAN RIVER IMPROVEMENT DISTRICT**

## **INDIAN RIVER COUNTY**

**SPECIAL BOARD MEETING  
APRIL 27, 2022  
10:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.sridfl.org](http://www.sridfl.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**SEBASTIAN RIVER IMPROVEMENT DISTRICT**  
**BOARD OF SUPERVISORS**  
Offices of the Indian River County Administration Complex  
Bldg. B-1 Room 303  
1800 27<sup>th</sup> Street  
Vero Beach, Florida 32960  
**SPECIAL BOARD MEETING**  
**April 27, 2022**  
**10:00 a.m.**

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- E. Approval of Minutes
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- G. Old Business
  - 1. Update/Discussion on Declaring Right-of-Way Surplus
    - a. Liberty Park
    - b. Graves Brothers
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- K. Comments from the Public for Items Not on the Agenda
- L. Adjourn

## Miscellaneous Notices



Published in St. Lucie News Tribune on April 18, 2022

### Location

St. Lucie County, Florida

### Notice Text

SEBASTIAN RIVER IMPROVEMENT DISTRICT NOTICE OF SPECIAL BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors ("Board") of the Sebastian River Improvement District ("District") will hold a Special Board Meeting ("Meeting") on April 27, 2022, at 10:00 a.m., or as soon thereafter as can be heard, at the Indian River County Administration Complex, Building B-1, Room 303, 1800 27th Street, Vero Beach, Florida 32960. The purpose of the Special Board Meeting is to conduct any business which may properly come before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when Board members or District Staff may participate by speaker telephone. A copy of the Agenda for the meeting may be obtained from the District's website ([www.sridfl.org](http://www.sridfl.org)) or by contacting the District Manager at (772) 345-5119. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

SEBASTIAN RIVER IMPROVEMENT DISTRICT [www.sebastianriverid.org](http://www.sebastianriverid.org) Pub: April 18, 2022 TCN5214276

**SEBASTIAN RIVER IMPROVEMENT DISTRICT  
REGULAR BOARD MEETING  
FEBRUARY 2, 2022**

**A. Call to Order**

The February 2, 2022, Regular Board Meeting of the Sebastian River Improvement District (the “District”) was called to order at 10:02 a.m. in the Indian River County Administration Complex, Building B-1, Room 501, 1800 27th Street, Vero Beach, Florida 32960.

**B. Proof of Publication**

Proof of publication was presented showing that notice of the Regular Board Meeting had been published in *Indian River Press Journal* on October 25, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule as legally required.

**C. Establish Quorum**

A quorum was established with the following Supervisors present:

**Board of Supervisors**

Chairman	Shawn Sexton	Present
Supervisor	Jeff Bass	Present
Supervisor	Tom Hammond	Present

Staff members in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell
District Engineer	George Simons	Carter Associates, Inc.

**D. Additions or Deletions to Agenda**

1. The Board authorized the addition of “District Engineer Fee Schedule” to the New Business section of the agenda.

**E. Approval of Minutes**

**1. December 1, 2021, Regular Board Meeting Minutes**

A **motion** was made by Mr. Sexton, seconded by Mr. Bass approving the minutes of the December 1, 2021, Regular Board Meeting. The **motion** approving the minutes passed unanimously.

**F. OLD BUSINESS**

**1. Consider Approval of Permit No. 2020-05 Vero Beach Gun Club**

Mr. Hammond recused himself from discussion and consideration of this item.

Mr. Simons updated the Board on the status of the permit application and noted the remaining items to be received are a copy of the recorded easement and the fully executed FPL lease agreement. After further Board discussion, a **motion** was made by Mr. Bass, seconded by Mr. Sexton and passed unanimously authorizing the issuance of the permit, subject to the applicant receiving and recording a drainage easement from C-8 up to C-7, as described by the District Engineer and the District receiving the fully executed FPL lease agreement for service to the property. Mr. Hammond abstained from the vote.

## **2. Consider Approval of Permit No. 2021-07 82nd Avenue Maintenance**

Mr. Simons advised the Board that several items remain in order to issue the District permit for maintenance work to be done within the District ROW along 82<sup>nd</sup> Avenue. After further Board discussion, a **motion** was made by Mr. Sexton, seconded by Mr. Bass and passed unanimously authorizing the issuance of the permit once maintenance details are received, reviewed and approved by the District Engineer.

## **G. NEW BUSINESS**

### **1. Update on Declaring Certain Right-of-Way as Surplus**

Mr. Wodraska provided the Board with a synopsis of the financial status of the District and an update on several of the possible ROW surplus applicants. After further discussion, the Board made no changes to the ROW surplus process that currently exists within Board processes.

### **2. District Engineer Fee Schedule**

Mr. Wodraska advised the Board the District Engineer had not updated their rates in over 10 years and it was appropriate to consider updates to the rates and also elements of the District Engineer Agreement with the District. After discussion between the Board and Mr. Simons, a **motion** was made by Mr. Bass, seconded by Mr. Hammond and passed unanimously accepting the updated District Engineer fee schedule, as presented to the Board. Mr. Simons advised he would bring back a draft agreement for District Engineer services at a future meeting for Board consideration.

## **H. Administrative Matters**

### **1. Sand Mine Update**

Mr. Simons noted the Blue Goose and Davis sand mine renewals were complete. The Wild Turkey renewal was still under review and staff were scheduling a meeting for resolution.

### **2. Financial Update**

Mr. Wodraska explained, due to the Corrigan and other litigation coming to a close, the District was once again in sound financial shape. The State has been notified of the cancellation of the “financial emergency” and billing has been mostly caught up. Some legal and expert witness expenses remain, and are being reviewed for possible discounts by the providers. Several items discussed during this update were:

- Having a “postmortem” interview with special counsel;
- Evaluating District policies and procedures for any necessary changes;

- Re-working the scope of work for annual maintenance (terminating the renewable contract with Cates);
- Seeking funds for the 20-year Stormwater Needs Analysis mandated by the State.
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**I. Board Member Comments**

Members of the Board had no further comments.

**J. Comments from the Public for Items Not on the Agenda**

There were no comments from members of the public.

**K. Adjournment**

There being no further business to come before the Board, the Regular Board Meeting of the District was adjourned at 11:20 a.m.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

Comments list for invoices

Name	Time Spent	Billed Value	Date	Description
GEORGE SIMONS	1.50	\$200.00	4/4/2018	Prepare a response for the Ed de la Parte Records Request regarding Graves Brothers dispersed water project.
GEORGE SIMONS	1.00	\$150.00	7/13/2018	Start the SRID permit process for the Graves Brothers Water Storage Area.
GEORGE SIMONS	0.50	\$75.00	8/1/2018	Discuss the SRID permit process for the Graves Brothers Water Storage Area with David Howard.
GEORGE SIMONS	0.50	\$75.00	8/8/2018	Discuss the SRID permit process for the Graves Brothers Water Storage Area with David Howard.
GEORGE SIMONS	1.50	\$225.00	8/9/2018	Review the Sub-lateral C-3 restoration cost estimate for the SRID permit process for the Graves Brothers Water Storage Area and discuss with Clint Rahjes.
GEORGE SIMONS	1.00	\$150.00	8/22/2018	Coordination with Tyler and Clint regarding required documents for the Graves Brothers Dispersed Water Storage Area SRID permitting package.
GEORGE SIMONS	1.00	\$150.00	8/30/2018	Coordination with Tyler and Clint regarding required documents for the Graves Brothers Dispersed Water Storage Area SRID permitting package.
GEORGE SIMONS	1.00	\$150.00	9/5/2018	Coordination with Clint regarding drainage calculations to address the 2" limitation and cut/fill.
GEORGE SIMONS	1.00	\$150.00	9/6/2018	Graves Brothers - processing SRID permit application.
GEORGE SIMONS	1.00	\$150.00	11/26/2018	Graves Brothers - Processing SRID permit application, review the revised bond estimate with Clint Rahjes.
GEORGE SIMONS	0.50	\$75.00	2/25/2019	E-mail SJRWMD contract to Todd Wodraska regarding the Graves Brothers dispersed water farm decommissioning funds.

Comments list for invoices

GEORGE SIMONS	1.50	\$225.00	4/16/2019	Review the proposed FPL power line route options with Clint and discuss the SRID permitting for same.
Total Charges For Graves WF		<u>\$1,775.00</u>		



**DATE:** January 31, 2022

**CONSULTANT:** Carter Associates Inc. (CAI)  
1708 21st Street  
Vero Beach, FL 32960

**CONSULTANT CONTACT:** George A. Simons, P.E.

**CONSULTANT PHONE:** 772-562-4191      **CONSULTANT FAX:** 772-562-7180

**PROJECT NAME:** Sebastian River Improvement District  
Continuing Engineering Services Agreement

**CAI PROJECT NO.:** 90-48 E

**PROJECT LOCATION:** Indian River County, Florida

**CLIENT:** Sebastian River Improvement District (SRID)  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

**CLIENT CONTACT:** Todd Wodraska c/o Special District Services  
District Manager

**CLIENT PHONE:** 561 630-4922      **CLIENT E-mail:** TWodraska@sdsinc.org

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**SCOPE OF SERVICES (ATTACH ADDITIONAL SHEETS, IF NECESSARY):**

See Exhibit "A" for the detailed breakdown of the Scope of Services for District Engineering Services.

**TIME OF PERFORMANCE:**

This agreement shall become effective on the date of execution thereof and is a continuing services agreement; provided however, that either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance, written notice to the other party

**COMPENSATION/TERMS OF PAYMENT (ATTACH ADDITIONAL SHEETS, IF NECESSARY):**

See Section D of General Conditions. Also see Exhibit "B" Hourly Rates.

## **GENERAL CONDITIONS**

These General Conditions are a part of each agreement between CARTER ASSOCIATES, INC. and its client for the performance of consulting services. In these General Conditions, CARTER ASSOCIATES, INC. (hereinafter referred to as “CAI”) is the party performing the services, the party for whom the services are performed is called “Client”, and the written agreement between the parties, including these General Conditions, is called “this Agreement”. CAI and Client are collectively referred to as the Parties.

### **A. Services by CAI**

#### **1. Scope of Services:**

**A.** General District Engineer Continuing Services – This work shall include the following services, and will be billed monthly based on the Exhibit B rate schedule, (T&M).

1. Attendance at all regularly scheduled meetings of the Board of Supervisors
2. Remain on call to provide requested technical assistance and information to District personnel, supervisors, landowners and other governmental and public agencies concerning the operation, maintenance, functions and regulations of the district.
3. Water control plan and public facility reports and updates
4. Represent the District at meetings with governmental agencies including but not limited to Indian River County, St Johns River Water Management District, Florida D.O.T., Florida Department of Environmental Protection, and other local taxing districts.
5. Coordinate with the FDEP on the BMAP program in which the SRID is a stakeholder. Tasks include attendance at meetings, annual reports, and review of possible water quality improvement projects.
6. Grant applications for matching funds to address operational needs
7. Permit Application Review including: Attend pre-application meetings, and review proposed project plans and drainage calculations for compliance with the district’s permit policies. Coordination with the project’s engineer of record, landowners, developers, governmental representatives, and SRID Administrative staff during the permit review process. Provide the Board of Supervisors an opinion of compliance or non-compliance with SRID permit policies prior to final approval by the Board. Coordinate with the SRID District Manager on the invoicing for each project to facilitate the “pass through” billing to the applicant.
8. Review District records and files in the preparation of the Annual Engineer’s Report as required under Florida Statutes.

**B.** Special Project Services - Occasionally the district may have the need for a specific survey or other engineering related service. If and when a proposal for an assigned task is requested by the District’s Board of Supervisors, CAI will provide the scope of work, compensation, (or by T&M not to exceed) for budgeting purposes. The Board of Supervisors will review and approve prior to the work commencing, and special provisions or conditions specific to the service or project being authorized shall be incorporated in a Work Authorization. Authorization of services or projects under the

contract shall be at the sole option of the SRID. In performing the services, CAI will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. CAI will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by CAI.

- C. Professional standards. CAI shall be responsible, to the level of competency presently maintained by other practicing civil engineers and professional surveyors in the same type of work in Client's community, for the professional and technical soundness, accuracy and adequacy of work furnished under this agreement. CAI makes no other warranty, express or implied.
- D. Geotechnical issues. CAI will not be responsible for any geotechnical aspects of any work performed pursuant to this agreement.
- 2. **Proposals/Estimates:** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CAI will represent its best judgment based on its experience and available information. However, Client recognizes that CAI has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractor's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CAI does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CAI. CAI makes no warranty, express or implied, as to the accuracy of such opinions.
- 3. **Hazardous Materials:** CAI's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where CAI is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to CAI in writing shall entitle CAI to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- 4. **Other Contractors:** CAI shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. CAI's services and/or presence at a site shall not relieve other of their responsibility to Client or to others. CAI shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend CAI against any claims arising out of such failures.
- 5. **Health and Safety:** CAI shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other

person or entity or Client's site conditions. CAI shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. Client agrees to indemnify, hold harmless and defend CAI to the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or death arising out of such conditions or deficiencies of the actions or failure to act of others, regardless of whether CAI is claimed or deemed to have been negligent in connection therewith. So as not to discourage CAI from voluntarily addressing health or safety issues while at Client's site, in the event CAI does address such issues by making observations, reports, suggestions or otherwise, CAI shall nevertheless have no liability or responsibility arising on account thereof, and Client's indemnity set forth above shall apply to any claims arising therefrom.

6. **Litigation Support:** CAI will not be obligated to provide expert witness or other litigation support related to its services, unless authorized and agreed upon in writing in a specific work authorization. In the event CAI is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse CAI for its costs and compensate CAI in accordance with the "Exhibit B" rate schedule for the time it incurs in gathering information and documents. Attending depositions, hearings, and the like shall be billed at the "expert witness" rate.
7. **Confidential Information:** Although CAI generally will not disclose without Client's consent information provided by Client or developed by CAI in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in CAI's possession or is obtained from third parties). CAI shall not be liable for disclosing such information if it, in good faith, believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. CAI shall notify Client (in advance, except in emergency) of any such disclosure.
8. **No Warranty:** No warranties or guaranties, express or implied, are made with respect to any goods or services provided under this agreement, and any implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed.

## **B. Responsibilities of Client**

1. **Client Requirements:** (Without cost to CAI):
  - a. It is understood and agreed that the Client designates the District Engineer (CAI) and/or the District Manager, Special District Services, to represent the Client in all technical matters pertaining to and arising from the work and performance of services.
  - b. Provide or arrange for access and make all provisions for CAI to enter any site where services are to be performed.
  - c. Furnish CAI with all available information pertinent to the services.
  - d. Furnish CAI with all relevant information regarding site conditions and with topographic, property, boundary and right-of-way surveys, as needed.

- e. Furnish CAI with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
  - f. Notify CAI promptly of all known or suspected Hazardous Materials at the site, or any contamination of the site by Oil or Hazardous Materials and of any other conditions requiring special care, and provide CAI with any available documents describing the nature, location and extent of such materials, contamination or conditions.
  - g. Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices CAI has expressly agreed in writing to give.
  - h. Inform the owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.
2. **Hazards:** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to CAI in writing.
3. **Documents:** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by CAI are instruments of CAI services and shall remain CAI's property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to CAI, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without CAI's express, written consent.

**C. Changes; Delays; Excused Performance:**

1. **Changes:** Unless this Agreement expressly provides otherwise, CAI's proposed compensation for Special Projects represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it understands them to be at the time of authorization, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside CAI's reasonable control (including changes of law) may develop which would require CAI to expend additional costs, effort or time to complete the services, in which case CAI will notify Client and an equitable adjustment will be made to CAI's compensation and time for performance. Such changes, including any increase or decrease in the amount of CAI's compensation, shall not be binding unless mutually agreed upon by and between the Client and CAI and incorporated in written amendments to the applicable work authorization. In the event conditions or circumstances require the services to be suspended or terminated, CAI shall be compensated for services previously performed and for costs reasonable incurred in connection with the suspension or termination.

2. **Force Majeure:** CAI shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government of military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure or Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond CAI's reasonable control, and CAI's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay

**D. Compensation:**

1. **Special Projects; Work Authorizations:** Each service or project to be conducted, performed or otherwise handled by CAI, beyond those services outlined as "General District Engineer Continuing Services", shall be considered, "Special Projects". As requested by the Client's Board of Supervisors, a specific, written authorization will be provided for an assigned task. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, (or T&M), and special provisions or conditions specific to the service or project being authorized. The total amount to be paid by Client under this Agreement for all services and materials, including out-of-pocket expenses and any approved subcontract, for any Special Project shall not exceed the amount set forth in the approved Work Authorization without prior approval of Client's Board of Supervisors. CAI shall notify Client's representative in writing when 90% of the not-to-exceed amount has been reached.
2. **Rates:** "Time and Expense" fees owed CAI for an invoice period shall be based on the amount of time expended by CAI in performing the services, calculated portal-to-portal, multiplied by the prevailing rate for the personnel performing the work. Unless otherwise agreed to in writing, CAI shall be compensated for its services at the rates in Exhibit "B" and shall be reimbursed for costs and expenses, including direct, non-salary expenses, reasonably incurred in its performance of the services. The attached schedule of hourly "Time and Expense" rates are subject to change at the end of each calendar year and shall be applicable to the Agreement.
3. **Reimbursables:** The Client shall compensate CAI for reimbursable expenses, which consist of actual expenditures made by CAI, its employees or its consultants in the interest of the project for the incidental items as shown in the rate tables in Exhibits "B".
4. **Invoices:** CAI may invoice Client on a monthly or other progress-billing basis. Invoices are due and payable upon after receipt by Client and in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. If Client disagrees with any portion of an invoice, the Client shall notify CAI in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
5. **Billing/Payment/Suspension of Work:** Unless otherwise agreed, invoices for the services by CAI will be submitted monthly. If payment is not received within the time provided in Section D.4 of this Agreement, CAI may, at its sole option and without waiving any claim or right against the Client, and without any liability to CAI whatsoever, suspend or terminate the services and receive compensation for services previously performed and for costs reasonable incurred in connection with the suspension or termination.

6. **Late Payment:** Invoices shall be considered past due if not paid within the time provided in Section D.4 of this Agreement.
7. **Collection:** Client shall reimburse CAI for all of its costs and expenses (including attorney's and witnesses' fees) incurred in any litigation for collection under this Agreement.
8. **Taxes:** Unless expressly agreed in writing, CAI's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse CAI for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide CAI with a valid exemption certificate.
9. **Availability of Funds:** Client's performance and obligation to pay under this Agreement shall be contingent upon an appropriation of funds for the purposes defined in the Work Authorization, or as otherwise requested by Client's representative.
10. **Waiver of Claims:** CAI's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against Client arising out of this Agreement or otherwise related to a Work Authorization, except those previously made in writing and identified by CAI as unsettled at the time of the final payment. Neither the acceptance of CAI's services nor payment by Client shall be deemed to be a waiver of any of Client's rights against CAI.
11. **No Lien:** Neither CAI nor any subcontractor of CAI shall file or maintain against Client any lien for labor or materials delivered in the performance of this Agreement. The property of Client as an independent improvement district and a governmental entity being excluded from the definition of "owner" as used in the Construction Lien Law, Part I of Chapter 713, Florida Statutes, the Engineer acknowledges the prohibition against any such lien.

#### **E. Insurance, Dispute Resolution, Allocation of Risk**

1. **Insurance:** CAI will procure and maintain during the life of this agreement insurance of the following types.
  - a. **Worker's Compensation:** For all of its employees engaged in work on the project under this Agreement as required by law.
  - b. **General Liability:** The minimum primary limits for bodily injury liability shall be no less than \$1,000,000 per person, including death and \$2,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, and no less than \$500,000 Property Damage Liability per person and \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. The Client shall be named as additional insured.
  - c. **Automobile Liability:** Automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000

per person, including death and \$2,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence. The Client shall be named as additional insured.

- d. Professional Liability:** Covering professional services in accordance with this Agreement in an amount not less than \$2,000,000.00
- e. Additional Insurance:** CAI will purchase additional insurance, if requested by Client, provided the insurance is reasonably available from carriers acceptable to CAI and that Client reimburses CAI for its cost.
- f. Certificates of Insurance:** CAI shall furnish to the Client certificates of insurance allowing thirty (30) days written notice of any change, cancellation or non-renewal. If the insurance policies expire during the term of a Work Authorization for services hereunder, a renewal certificate shall be filed with the Client thirty (30) days prior to the renewal date.

## **2. Disputes:**

- a. Merit of Claim:** Prior to any direct or third-party claims against CAI, the Client shall first provide a written certification, executed by a civil engineer, licensed in the project jurisdiction, specifying each and every act or violation of the standard of care. Such certification shall be provided at least 60 days prior to the presentation of any such claim.
- b. Mediation:** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation consistent with the procedures set forth in the Florida Rules of Civil Procedure. Mediation is a condition precedent to any litigation between the parties to this Agreement, and the cost of mediation shall be equally shared by both parties. If mediation fails, either party may initiate legal action to enforce the provisions of this Agreement. The prevailing party shall be entitled to recover attorneys' fees, expert fees, and other expenses of litigation.

## **3. Venue:** The parties agree that any litigation arising out of this agreement shall be brought and maintained in the Nineteenth Judicial Circuit in and for Indian River County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

## **4. Waiver of Jury Trial.** The parties agree that in any litigation arising out of this agreement, the matter will be resolved on a non-jury basis.

## **5. Indemnification by Client:**

- a.** To the fullest extent permitted by law, Client shall indemnify and hold harmless CAI, CAI's officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement. With respect to and in



consideration of the indemnification provided by Client in this paragraph, CAI agrees to pay to Client \$10.00, the sufficiency and receipt of which are acknowledged through the signing of this Agreement.

- b. Limitation of Client Liability:** Notwithstanding any other provision of this Agreement, (i) indemnification of CAI by Client is subject to the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, and is further limited to the negligent or wrongful acts or omissions of any officer or employee of Client acting within the scope of the officer's or employee's office or employment under circumstances in which Client, if a private person, would be liable to the claimant, and (ii) except as specifically authorized by Section 768.28, Florida Statutes, Client does not waive any defense of sovereign immunity or other limitation of liability as may be provided by applicable law to agencies and subdivisions of the State of Florida.
- c. Acknowledgments and Representations regarding Hazardous Materials:** Client acknowledges that CAI does not have any responsibility for pre-existing Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that CAI's compensation is not commensurate with the unusually high risks associated with such materials, and the insurance is not reasonably available to protect against such risks. Client represents to CAI that to the best of its knowledge no Oil or Hazardous Materials exist on a site for a Specific Project, unless set forth in the Work Authorization. If Oil or Hazardous Materials are encountered or alleged, CAI shall have the obligation to notify Client and, to the extent of applicable laws and regulations, appropriate governmental officials. Client acknowledges that CAI is performing professional services for Client and that CAI is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a Specific Project in connection with CAI's activities under this Agreement.

## **6. Indemnification by CAI:**

- a. Indemnification:** To the fullest extent permitted by law, CAI shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CAI or CAI's officers, directors, partners, employees, and consultants in the performance and furnishing of CAI's services under this Agreement. With respect to and in consideration of the indemnification provided by CAI in this paragraph, Client agrees to pay to CAI \$10.00, the sufficiency and receipt of which are acknowledged through the signing of this Agreement.
- b. Limitation of CAI Liability:** Notwithstanding any other provision of this Agreement, CAI's liability to the Client for any claim or cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned by CAI under this Agreement, for the three (3) years preceding the occurrence or incident which is the subject of the claim. In no event shall CAI be liable for special, indirect, incidental or consequential damages, including commercial loss, loss

of use, or lost profits, even if CAI has been advised of the possibility of such damages. CAI reserves the right to include in future, specific work authorizations, as outlined in Section D, a limitation that the aggregate liability for all claims arising out of the specific authorization or out of any goods or services furnished under the specific authorization, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to an amount up to the total compensation received by CAI from Client under the specific authorization.

7. **Construction Means and Methods.** CAI shall not be held responsible for construction means, methods, techniques, sequences, procedures, or for the safety precaution and programs in connection with the project.
8. **NO INDIVIDUAL EMPLOYEE OR AGENT LIABILITY FOR NEGLIGENCE.** PURSUANT TO FLORIDA STATUTE SECTION 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CAI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
9. **Defense:** Any defense of CAI required to be provided by Client under this Agreement shall be with counsel selected by CAI and reasonably acceptable to Client.

#### **F. Miscellaneous Provisions**

1. **Notices:** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or an acknowledged facsimile or email in pdf format to the respective address set forth on the first page of this Agreement, or to such other address as either party may designate by notice complying with the terms of this paragraph.
2. **Assignment, etc.:** Neither Client nor CAI shall assign or transfer any rights or obligations under this Agreement, except that CAI may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and CAI, without the express written consent of both parties. The relationship between Client and CAI is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.
3. **Third-party beneficiary rights:** The Parties do not intend to create in any other person the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties, and endure solely to the benefit of the Parties. The Parties intend and expressly agreed that only the Parties have any right to enforce this Agreement, to meet remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
5. **Entire Agreement, etc.:** The written document of which these General Conditions are a part is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the other writings shall take precedence.
6. **Ownership of Documents:** Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks, and other technical data, other than working papers, prepared or developed by CAI under this Agreement shall be delivered to and become the property of Client. CAI, at its own expense, may retain copies for its files and internal use. To the extent provided by law and subject to the monetary limitations set forth in Section 768.28, Florida Statutes, Client agrees to indemnify and hold harmless CAI with respect to any claim, loss, or damage, including attorneys' fees incurred by CAI due to Client's use of such records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks, and other technical data on some other project unless such use is authorized by CAI. With respect to and in consideration of the indemnification provided by Client in this paragraph, CAI agrees to pay to Client \$10.00, the sufficiency and receipt of which are acknowledged through the signing of this Agreement.
7. **Truth in Negotiations Representation:** CAI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CAI, to solicit or secure this Agreement and that CAI has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CAI, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature on this Agreement by CAI shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement and no higher than those charged CAI's most favored customer for the same or substantially similar service. Should Client determine that rates, costs, or other compensation provided for in this Agreement were significantly increased due to any incomplete, noncurrent, or inaccurate representation, then such rates, costs, or other compensation shall be adjusted accordingly.
8. **Subcontracting:** CAI shall not subcontract any service or work to be provided to Client without the prior written approval of Client's Representative. Client reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Client's acceptance of a subcontractor shall not be unreasonably withheld.

9. **Maintenance of Records:** CAI will keep adequate records and supporting documentation that concern or reflect its services under this Agreement. The records and documentation will be retained by CAI for a minimum of five (5) years from the date of termination of this Agreement or the date the last authorized work is completed, whichever is later, unless, after five (5) years from completion of authorized work, CAI elects to transfer records for such authorized work to Client as provided in Section F.10(iv) of this Agreement. Client, or any duly authorized agent or representative of Client, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, provided, however, such activity shall be conducted only during normal business hours.
10. **Public Records Disclosure:** CAI understands and agrees that all documents of any kind whatsoever provided to Client in connection with this Agreement may be public records and, accordingly, CAI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CAI acknowledges that for purposes of this Agreement the designated public records custodian for Client is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, CAI shall (i) keep and maintain public records required by Client to perform services under this Agreement; (ii) upon request by the Public Records Custodian, provide Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (iii) 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 Agreement term and following the Agreement term if CAI does not transfer the records to the Public Records Custodian of Client; and (iv) upon completion of the Agreement, transfer to Client, at no cost, all public records in CAI's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida law. When such public records are transferred by CAI, CAI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CAI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 561-630-4922; E-MAIL: TWodraska@sdsinc.org AND MAIL: THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

11. **Conflicts of Interest:** CAI represents that it has no interest and shall acquire no interest, either direct or indirect, that would conflict in any manner with the performance of services required under this Agreement, unless such interest is disclosed to and waived by the Client.

12. **Nondiscrimination:** CAI warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
13. **E-Verify:** CAI shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons CAI employs in the performance of this Agreement. In furtherance of this requirement, CAI shall (a) register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CAI during the term of this Agreement, and (b) if CAI enters into an agreement with a subcontractor during the term of this Agreement, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien," as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

**SEBASTIAN RIVER IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CARTER ASSOCIATES, INC.**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# R&S Metalworks & Co.

Sebastian River Water Improvement District

4/15/22

To: Mr. Robert Stillwagon

Re: Lateral C Water Control Structure- Repairs

Summary of conditions and repairs-

Conditions- This concrete structure has (3) metal radial arm gates. The focus of our inspection was on these existing metal radial arm gates as the concrete at the structure appears to be in good condition. The condition of the individual gates varies from needing structural repairs to some areas requiring replacement of the formed sheet metal on the gate.

Below we will provide the condition we found that need repair at each of the gates and our proposed repairs to bring back the structural integrity and extend the longevity of all (3) gates.

1. West Gate- 12 Ft wide

Gate Radius – Condition

We recently repaired some holes in the gate radius plate. We have completed those repairs.

Repair- Completed

Radial Arms- Condition

While doing those gate radius repairs, we found that (1) of the 4" x 4" x 1/4" L gate arms on the west side also needed repair. It is corroded very thin in areas diminishing its structural value.

Repair- Access to the back side of this 4" x 4" x 1/4" L arm is limited because of the concrete wall. We are proposing an in-place repair method to avoid removing the gate and all the associated costs. Because this angle still has some thickness to it in areas our repair method for this will be to lap a 5" x 5" x 5/16 L over the entire length of the existing gate angle and weld it solid from the outside where it can be accessed. All the new metal and welded areas will be cleaned and coated with cold galvanized coating.

5690 Carlton Rd  
Port St. Lucie, FL 34987

PHONE (772) 466-3303  
FAX (772) 466-3333  
EMAIL SCOTT@RSMETALWORKS.COM

#### Channels- Condition

One (1) of the channels has a section approximately 36" that is corroded thin and needs a patch.

Repairs- We will patch the area with ¼" thick x 4" wide steel flat bar.

#### Seals- Condition

We found a leak on the west wall. This leak is coming from the rubber seal being folded inward in one area enabling water to spray through.

Repair- The entire structure will need to be drained to the lowest possible elevation to do the repairs we are proposing. At that time, we will winch the gate up gaining better access to the seal area that is folded in. We will then force the seal back out into its proper position.

## 2. Center Gate – 20 Ft wide

#### Gate Radius – Condition

The gate radius plate has no holes or needed repairs.

Repair- Completed

#### Overflow Wier – Condition

This larger center gate has a fixed overflow weir built into the center of it. This weir is a 49" wide reinforced metal pan that spans all the way across the 20Ft width of the gate. There is a section in the center approximately 112" wide that is lowered several inches. As the lateral C canal rises this is the first area to see water flowing over. It is substantially deteriorated with elongated holes visibly corroded through it. It is corroded to a point it could collapse with heavy flow or an accumulation of aquatics.

Repair- We are proposing to replace this overflow weir with a prefabricated ¼ thick metal section we will weld onto the new gate. We will cut out the old and install the new metal to same exact configuration as exists now. All the new metal and welded areas will be cleaned and coated with a cold galvanized coating.

#### Radial Arms- Condition

There are (4) 4" x 4" x ¼" L arms on the east side that need total replacement and (3) arms on the west side that need total replacement. Because these arms are so deteriorated, and one is currently completely cracked we are recommending they be



replaced not reinforced. Our method will be to cut out and replace one arm at a time so as not to deform the gate possibly causing it to leak. All the new metal and welded areas will be cleaned and recoated with a cold galvanized coating.

#### Seal- Condition

We did not see any leaks and the operations personnel are not aware of any leaks.

### 3. East Gate- 12 Ft wide

#### Gate Radius – Condition

The gate radius is in good condition.

Repair- No repairs required.

#### Radial Arms- Condition

There is (1) of the 4" x 4" x ¼" L gate arms on the east side of the east gate needing repair. It is corroded very thin in areas diminishing its structural value.

Repair- Access to the back side of this 4" x 4" L arm is limited because of the concrete wall. We are proposing an in-place repair method to avoid removing the gate and all the associated costs. Because this angle still has some thickness to it in areas our repair method for this will be to lap a 5" x 5" L over the entire length of the existing gate angle and weld it solid from the outside where it can be accessed. All the new metal and welded areas will be cleaned and recoated the welded ends with a cold galvanized coating.

#### Seals- Condition

Repairs- No repairs required.

We are proposing all the gate arm materials be documented and pre-cut then hot dip galvanized with the ends that are to be welded not galvanized. After field welding these ends will be recoated. These components will need to be fabricated and hot dipped prior to construction mobilization at this time a lead time of 4-5 weeks will be necessary for this materials procurement and fabrication.

Dewatering- The district agrees to lower the water at the structure to the lowest elevation possible by opening the gates and letting the water equalize with the river. We will need this dewatered condition for a period of 3-4 weeks to complete the current proposed scope of repairs.

Scaffold & Crane- All this work is going to have to be performed over water. To complete this scope of work it will take approximately 21 calendar days or 3 working weeks.

Many of the structural steel components are too heavy to manually lift into place and hold so at times a 25 Ton crane truck w/ 95 Ft of reach will be necessary. A temporary scaffold system moved from gate bay to gate bay will also be necessary to expedite and complete the work safely.

Included:

All field labor and supervision

All transport

All cranes

All scaffold

All materials specifically mentioned

Not Included:

Any applicable Fl. Sales tax

**Items 1, 2 & 3 Total \$ 68,700.00**

We appreciate the opportunity and please feel free to contact me with any questions.

Respectfully submitted,

Scott M. Snowden

President R&S Metalworks & Co LLC

**CONSIDER MAINTENANCE OF  
CANALS PROPOSAL**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



March 22, 2022

Sebastian River Improvement District, a drainage district organized and existing under the General Drainage Laws of the State of Florida, also known as Sebastian River Water Control District, formerly known as Sebastian River Drainage District  
P. O. Box 690336  
Vero Beach, FL 32969

ITEM/SEGMENT #:	4056064
MANAGING DISTRICT:	4
F.A.P.:	N/A
COUNTY ROAD:	510 (85 <sup>th</sup> St./90 <sup>th</sup> Ave.)
COUNTY:	Indian River
PARCEL(S):	101/800

Dear Property Owner:

The Florida Department of Transportation (Department) will be making roadway improvements on County Road 510 at 85<sup>th</sup> Street and 90<sup>th</sup> Avenue. The Department has determined that a portion of your land, identified by the parcel number referenced above, is required in order to complete the planned improvement of the roadway. This package represents the Department's fair market value offer to you for the purchase of this property. Enclosed please find the following documents:

**AGENCY DISCLOSURE FORM:** This is a standard agency disclosure used in the real estate industry. HDR Engineering Inc. is an agent representing the Florida Department of Transportation. Please sign the form, make a copy for your records and return in the pre-addressed envelope provided.

**NOTICE TO OWNER:** The Department requires this notification be delivered simultaneous with the offer to purchase your property. The Acquisition Process pamphlet is also enclosed for your reference to the Department's policies and procedures regarding the acquisition of property. Please sign the form, make a copy for your records and return in the pre-addressed envelope provided.

**STATEMENT OF OFFER:** This is the Department's standard notification providing you with a breakdown of the compensation for the property to be acquired and also serves to acknowledge your receipt of the offer. The summary of values shown in the Statement of Offer is based on the approved appraisal. Please sign the "receipt acknowledged" line at the bottom of the page, make a copy for your records and return the signed receipt in the pre-addressed envelope provided. This is not an agreement and in no way will bind you to a settlement.

**PURCHASE AGREEMENT:** The Department's Purchase Agreement provides a breakdown of the compensation for the property to be acquired. The summary of values shown in the Purchase Agreement is based on the approved appraisal.

**LEGAL DESCRIPTION(S), APPRAISAL SKETCH, RIGHT-OF-WAY MAP(S):** The legal description describes the land area being acquired. The acquisition area is illustrated in the enclosed appraisal sketch and is also shown in the enclosed right-of-way map(s).

**TAXPAYER IDENTIFICATION FORM:** This form will be used prior to closing to record your taxpayer identification number for the distribution of sale proceeds and so that gross proceeds of the sale can be reported in accordance with IRS and state procedures. For an individual, this number is your social security number. It is also required for any vendor providing services to you who is seeking compensation.

**DONATION LETTER:** This letter is to be used if you elect to donate the property to the Department in lieu of receiving monetary compensation. If you elect to do so, please sign and return the donation letter, execute the instrument of conveyance and return in the enclosed pre-addressed envelope.

**APPRAISAL:** The approved appraisal report obtained by the Department on which the offer is based.



ITEM/SEGMENT #: 4056064  
MANAGING DISTRICT: 4  
F.A.P.: NA  
COUNTY ROAD: 510 (85<sup>th</sup> St./90<sup>th</sup> Ave.)  
COUNTY: Indian River  
PARCEL: 101/800

**APPRAISAL DELIVERY RECEIPT:** This form is to acknowledge your receipt of the Department's appraisal. Please sign, make a copy for your records and return in the pre-addressed envelope provided. A copy of any appraisal you might obtain should be forwarded to us upon completion to aid in our negotiations.

I've attempted to explain each of the offer documents here in an effort to help bring you a clear understanding of their purpose. I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. Please feel free to call or email me in the event you require clarification on any of the documents provided, or to discuss any questions or concerns you may have. I look forward to working with you to reach a mutually agreeable settlement.

Sincerely,  
**HDR ENGINEERING INC.**



Mark Besoner  
Right of Way Specialist  
(954) 233-4923  
[mark.besoner@hdrinc.com](mailto:mark.besoner@hdrinc.com)

Enclosures as noted above.

## **APPRAISAL REPORT**

Parcel:	101/800
Financial Project ID:	405606-4-4B-01
County Road No.:	CR 510 (85 <sup>th</sup> St./90 <sup>th</sup> Ave.)
County:	Indian River
Fiscal Contract Number:	DOI45
Letter of Authorization Number:	3

### **Prepared for:**

Mr. Victor A. Ramos  
Deputy District Right of Way Manager - Appraisal  
Florida Department of Transportation, District Four  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309

### **Prepared By:**

Kristin L. Soltys, MAI  
State-Certified General Real Estate Appraiser RZ3227

Owner/Principal Appraiser  
Eminent Valuations, PLLC  
2202 Curry Ford Road, Suite C  
Orlando, Florida 32806



January 28, 2022

Mr. Victor A. Ramos  
Deputy District Right of Way Manager - Appraisal  
Florida Department of Transportation, District Four  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309

RE: Parcel:	101/800
Financial Project ID:	405606-4-4B-01
Section Number:	88050-2507
Federal Project No.:	D418-081-B
Fiscal Contract No:	DOI45
County Road No.:	CR 510 (85 <sup>th</sup> St./90 <sup>th</sup> Ave.)
County:	Indian River
TWO #:	3

Dear Mr. Ramos:

Pursuant to your request, I am submitting an Appraisal Report for the above-referenced acquisition with an effective date as of January 21, 2022, which coincides with the last date of inspection of the property appraised.

This report is based upon my personal inspection of the property appraised. Additionally, this appraisal complies with the Supplemental Standards of Appraisal as outlined in Section 6.2, Supplemental Standards of Appraisal, as set forth in the Florida Department of Transportation Right-of-Way Manual and the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation and referenced in Section 475.628, Florida Statutes, (F.S.).

If you or others should have any questions concerning this appraisal, please do not hesitate to contact me.

Respectfully submitted,

Kristin L. Soltys, MAI,  
State-Certified General Real Estate Appraiser RZ3227



## 100 CERTIFICATE OF VALUE

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment:	4056064
State Road:	CR 510 (85 <sup>th</sup> St./90 <sup>th</sup> Ave.)
County:	Indian River
Managing District	4
FAP No.:	D418-081-B
Parcel No.:	101

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report, and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named on the supplemental certificate of this report, provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used for the acquisition of right of way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration, and I will not do so until so authorized by State officials, or until due process of law requires me, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of January 21, 2022, is: THREE HUNDRED SIX THOUSAND (\$306,000) DOLLARS.

Market value should be allocated as follows:

LAND:	<u>\$306,000</u>	LAND AREA: (Ac/SF)	<u>3.345 AC</u>
IMPROVEMENTS:	<u>\$ 0</u>		
NET DAMAGES &/ OR			
COST TO CURE:	<u>\$ 0</u>	Land Use (HABU as vacant):	<u>Right of Way Corridor</u>
TOTAL:	<u>\$306,000</u>		

*Kristin Soltys*

January 28, 2022  
DATE

Kristin L. Soltys, MAI  
State-Certified General Real Estate Appraiser RZ3227



# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment:	4056064
State Road:	CR 510 (85 <sup>th</sup> St./90 <sup>th</sup> Ave.)
County:	Indian River
Managing District	4
FAP No.:	D418-081-B
Parcel No.:	800

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report, and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named on the supplemental certificate of this report, provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used for the acquisition of right of way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration, and I will not do so until so authorized by State officials, or until due process of law requires me, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of January 21, 2022, is: FORTY-ONE THOUSAND EIGHT HUNDRED (\$41,800) DOLLARS.

Market value should be allocated as follows:

LAND:	\$41,800	LAND AREA: (Ac/SF)	0.507 AC
IMPROVEMENTS:	\$ 0		
NET DAMAGES &/ OR			
COST TO CURE:	\$ 0	Land Use (HABU as vacant):	Right of Way Corridor
TOTAL:	\$41,800		

*Kristin Soltys*

January 28, 2022  
DATE

Kristin L. Soltys, MAI  
State-Certified General Real Estate Appraiser RZ3227



## CERTIFICATION ADDENDUM

I certify to the best of my knowledge and belief, that:

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- as of the date of this report, I, Kristin L. Soltys, MAI, have completed the requirements of the continuing education program of the Appraisal Institute;
- I have over 20 years of real estate experience in the State of Florida including 15 years as a certified appraiser. I can properly identify the appraisal problem for this assignment; I have the knowledge and experience to complete this assignment competently; and I recognize and have followed, the laws and regulations that apply to me as the appraiser and this appraisal assignment.
- this appraisal has been prepared in conformance with Section 6.2, Supplemental Standards of Appraisal, as set forth in the Florida Department of Transportation Right-of-Way Manual;
- I, Kristin L. Soltys, am a State-Certified General Real Estate Appraiser RZ3227 in the State of Florida. My certification expires November 30, 2022. I have made a personal inspection of the property that is the subject of this report.
- Kathrine G. Tribbey substantially contributed to the research, inspections, and the writing of this appraisal report under the direction of Mrs. Soltys. Kathrine G. Tribbey is a State-Registered Trainee Appraiser RI24061 by the State of Florida and is under my direct supervision (Hours Contributed: 40 Hours).
- Jessica M. Martinez substantially contributed to the research, inspections, and the writing of this appraisal report under the direction of Mrs. Soltys. Jessica M. Martinez is a State-Registered Trainee Appraiser RI25026 by the State of Florida and is under my direct supervision (Hours Contributed: 50 Hours).
- I, Kristin L. Soltys, MAI, accept full and complete responsibility for any work performed by the registered-trainee appraisers named in this report as if it were my own work.
- the following sub-consultants provided professional assistance to the appraiser signing this report:

Company Name	Contact	Title
Sexton Engineering Associates, Inc.	Michael Sexton	Engineer
JMorton Planning & Landscape Architecture	Jennifer Morton	Land Planner
Intracoastal Builders Corporation	Matthew Reimer	General Contractor



Kristin L. Soltys, MAI  
State-Certified General Real Estate Appraiser RZ3227  
Eminent Valuations, PLLC

January 28, 2022  
Date

**LANDOWNER PROXY  
SEBASTIAN RIVER  
IMPROVEMENT DISTRICT  
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Sebastian River Improvement District to be held on June 1, 2022 at 9:00 a.m. at the Indian River County Administration Complex, Building B-1, Room 501 1800 27<sup>th</sup> Street Vero Beach, Florida 32960. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description\***

**# of Acres**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\* Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 298 Florida Statutes (2022), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

**TOTAL NUMBER OF AUTHORIZED VOTES: \_\_\_\_\_**

**Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.**

**If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)**

February 14, 2022

Todd Wodraska  
Special District Services, Inc.  
2501A Burns Rd  
Palm Beach Gardens, FL 33410

RE: Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

Dear Todd Wodraska:

Enclosed are the analytical results for sample(s) received by the laboratory on February 03, 2022. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach
- Pace Analytical Services - South Florida

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Bill White  
bill.white@pacelabs.com  
(386) 672-5668  
Project Manager

Enclosures

cc: Sylvia Bethel, Sebastian WCD  
B. Frank Sakuma, Jr, Sebastian WCD  
George Simons, Sebastian WCD  
Frances Ware, Special District Services, Inc.



## REPORT OF LABORATORY ANALYSIS

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## CERTIFICATIONS

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

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### **Pace Analytical Services Ormond Beach**

8 East Tower Circle, Ormond Beach, FL 32174

Alaska DEC- CS/UST/LUST

Alabama Certification #: 41320

Colorado Certification: FL NELAC Reciprocity

Connecticut Certification #: PH-0216

Delaware Certification: FL NELAC Reciprocity

Florida Certification #: E83079

Georgia Certification #: 955

Guam Certification: FL NELAC Reciprocity

Hawaii Certification: FL NELAC Reciprocity

Illinois Certification #: 200068

Indiana Certification: FL NELAC Reciprocity

Kansas Certification #: E-10383

Kentucky Certification #: 90050

Louisiana Certification #: FL NELAC Reciprocity

Louisiana Environmental Certificate #: 05007

Maine Certification #: FL01264

Maryland Certification: #346

Michigan Certification #: 9911

Mississippi Certification: FL NELAC Reciprocity

Missouri Certification #: 236

Montana Certification #: Cert 0074

Nebraska Certification: NE-OS-28-14

New Hampshire Certification #: 2958

New Jersey Certification #: FL022

New York Certification #: 11608

North Carolina Environmental Certificate #: 667

North Carolina Certification #: 12710

North Dakota Certification #: R-216

Ohio DEP 87780

Oklahoma Certification #: D9947

Pennsylvania Certification #: 68-00547

Puerto Rico Certification #: FL01264

South Carolina Certification: #96042001

Tennessee Certification #: TN02974

Texas Certification: FL NELAC Reciprocity

US Virgin Islands Certification: FL NELAC Reciprocity

Virginia Environmental Certification #: 460165

West Virginia Certification #: 9962C

Wisconsin Certification #: 399079670

Wyoming (EPA Region 8): FL NELAC Reciprocity

---

### **Pace Analytical Services South Florida**

3610 Park Central Blvd N, Pompano Beach, FL 33064

Florida Certification #: E86240

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## REPORT OF LABORATORY ANALYSIS

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## SAMPLE SUMMARY

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35694498001	510 BRIDGE	Water	02/03/22 10:50	02/03/22 16:00

## REPORT OF LABORATORY ANALYSIS

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## SAMPLE ANALYTE COUNT

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35694498001	510 BRIDGE	SM 2520B Modified	LTP	1	PASI-SF
		SM 2540C	DDM	1	PASI-O
		SM 2540D	RAK	1	PASI-O
		SM 5210B	SRC	1	PASI-O
		EPA 300.0	MEB	1	PASI-O
		EPA 350.1	RRB	1	PASI-O
		EPA 351.2	AVW	1	PASI-O
		EPA 353.2	MRC	1	PASI-O
		EPA 365.3	MRC	1	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

PASI-SF = Pace Analytical Services - South Florida

## REPORT OF LABORATORY ANALYSIS

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## ANALYTICAL RESULTS

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

Sample: 510 BRIDGE		Lab ID: 35694498001		Collected: 02/03/22 10:50		Received: 02/03/22 16:00		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>Field Data</b>		Analytical Method: Pace Analytical Services - Ormond Beach							
Field pH	7.6	Std. Units			1		02/03/22 10:50		
Field Temperature	18.3	deg C			1		02/03/22 10:50		
Field Specific Conductance	1604.0	umhos/cm			1		02/03/22 10:50		
Oxygen, Dissolved	9.11	mg/L			1		02/03/22 10:50	7782-44-7	
Turbidity	2.09	NTU			1		02/03/22 10:50		
<b>Salinity by Conductivity</b>		Analytical Method: SM 2520B Modified Pace Analytical Services - South Florida							
Salinity	7.0 U	ppt	7.0	7.0	1		02/09/22 11:08		
<b>2540C Total Dissolved Solids</b>		Analytical Method: SM 2540C Pace Analytical Services - Ormond Beach							
Total Dissolved Solids	996	mg/L	10.0	10.0	1		02/10/22 08:55		
<b>2540D Total Suspended Solids</b>		Analytical Method: SM 2540D Pace Analytical Services - Ormond Beach							
Total Suspended Solids	5.0 U	mg/L	5.0	5.0	1		02/09/22 15:57		PP
<b>5210B BOD, 5 day</b>		Analytical Method: SM 5210B Pace Analytical Services - Ormond Beach							
BOD, 5 day	2.0 U	mg/L	2.0	2.0	1	02/05/22 09:15	02/10/22 07:32		
<b>300.0 IC Anions 28 Days</b>		Analytical Method: EPA 300.0 Pace Analytical Services - Ormond Beach							
Chloride	373	mg/L	50.0	25.0	10		02/06/22 14:05	16887-00-6	
<b>350.1 Ammonia</b>		Analytical Method: EPA 350.1 Pace Analytical Services - Ormond Beach							
Nitrogen, Ammonia	0.035 U	mg/L	0.050	0.035	1		02/09/22 16:12	7664-41-7	
<b>351.2 Total Kjeldahl Nitrogen</b>		Analytical Method: EPA 351.2 Preparation Method: EPA 351.2 Pace Analytical Services - Ormond Beach							
Nitrogen, Kjeldahl, Total	0.41 I	mg/L	0.50	0.20	1	02/10/22 13:20	02/11/22 09:17	7727-37-9	
<b>353.2 Nitrogen, NO2/NO3 unpres</b>		Analytical Method: EPA 353.2 Pace Analytical Services - Ormond Beach							
Nitrogen, Nitrate	0.066	mg/L	0.050	0.025	1		02/04/22 12:09	14797-55-8	
<b>365.3 Phosph. Total Low Level</b>		Analytical Method: EPA 365.3 Preparation Method: EPA 365.3 Pace Analytical Services - Ormond Beach							
Phosphorus, Total (as P) LL	0.032	mg/L	0.0040	0.0028	1	02/11/22 14:31	02/14/22 08:13	7723-14-0	

## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	798782	Analysis Method:	SM 2520B Modified
QC Batch Method:	SM 2520B Modified	Analysis Description:	Salinity Conductivity
		Laboratory:	Pace Analytical Services - South Florida

Associated Lab Samples: 35694498001

METHOD BLANK: 4385828 Matrix: Water

Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Salinity	ppt	7.0 U	7.0	7.0	02/09/22 11:01	

LABORATORY CONTROL SAMPLE: 4385829

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Salinity	ppt	35	34.6	99	90-110	

SAMPLE DUPLICATE: 4385830

Parameter	Units	35694100001 Result	Dup Result	RPD	Max RPD	Qualifiers
Salinity	ppt	7.0 U	7.0 U		5	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	799048	Analysis Method:	SM 2540C
QC Batch Method:	SM 2540C	Analysis Description:	2540C Total Dissolved Solids
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4387569 Matrix: Water  
Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Total Dissolved Solids	mg/L	5.0 U	5.0	5.0	02/10/22 08:55	

LABORATORY CONTROL SAMPLE: 4387570

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Dissolved Solids	mg/L	300	314	105	90-110	

SAMPLE DUPLICATE: 4387571

Parameter	Units	35694498001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Dissolved Solids	mg/L	996	960	4	10	

SAMPLE DUPLICATE: 4387572

Parameter	Units	35694681002 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Dissolved Solids	mg/L	283	282	0	10	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	798869	Analysis Method:	SM 2540D
QC Batch Method:	SM 2540D	Analysis Description:	2540D Total Suspended Solids
Associated Lab Samples:	35694498001	Laboratory:	Pace Analytical Services - Ormond Beach

METHOD BLANK: 4386211 Matrix: Water  
Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Total Suspended Solids	mg/L	5.0 U	5.0	5.0	02/09/22 15:57	

LABORATORY CONTROL SAMPLE: 4386212

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Suspended Solids	mg/L	102	96.0	95	90-110	

SAMPLE DUPLICATE: 4386213

Parameter	Units	35694581001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Suspended Solids	mg/L	1530	1470	4	10	

SAMPLE DUPLICATE: 4386214

Parameter	Units	35694601001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Suspended Solids	mg/L	800	1240	43	10 J(D6)	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

QC Batch: 797755

Analysis Method: SM 5210B

QC Batch Method: SM 5210B

Analysis Description: 5210B BOD, 5 day

Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4380723

Matrix: Water

Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
BOD, 5 day	mg/L	2.0 U	2.0	2.0	02/10/22 05:35	

LABORATORY CONTROL SAMPLE: 4380725

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
BOD, 5 day	mg/L	198	169	85	85-115	

SAMPLE DUPLICATE: 4380726

Parameter	Units	35694318001 Result	Dup Result	RPD	Max RPD	Qualifiers
BOD, 5 day	mg/L	810	810	0	20	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	797908	Analysis Method:	EPA 300.0
QC Batch Method:	EPA 300.0	Analysis Description:	300.0 IC Anions
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4381369 Matrix: Water  
Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Chloride	mg/L	2.5 U	5.0	2.5	02/06/22 10:01	

LABORATORY CONTROL SAMPLE: 4381370

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloride	mg/L	50	49.4	99	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4387833 4387834

Parameter	Units	35694819004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Chloride	mg/L	9.3	50	50	60.4	60.1	102	102	90-110	1	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4387835 4387836

Parameter	Units	35694606001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Chloride	mg/L	14.5	50	50	65.8	66.5	102	104	90-110	1	20	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	798464	Analysis Method:	EPA 350.1
QC Batch Method:	EPA 350.1	Analysis Description:	350.1 Ammonia
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4383822 Matrix: Water

Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Ammonia	mg/L	0.035 U	0.050	0.035	02/09/22 14:35	

LABORATORY CONTROL SAMPLE: 4383823

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Ammonia	mg/L	1	1.1	108	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4383825 4383824

Parameter	Units	35694402004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Nitrogen, Ammonia	mg/L	0.035 U	1	1	1.1	1.1	111	111	90-110	0	20	J(M1)

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4383826 4383827

Parameter	Units	35694419004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Nitrogen, Ammonia	mg/L	0.035 U	1	1	1.2	1.2	114	114	90-110	1	20	J(M1)

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	798903	Analysis Method:	EPA 351.2
QC Batch Method:	EPA 351.2	Analysis Description:	351.2 TKN
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4386405 Matrix: Water

Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Kjeldahl, Total	mg/L	0.20 U	0.50	0.20	02/11/22 09:08	

LABORATORY CONTROL SAMPLE: 4386406

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Kjeldahl, Total	mg/L	20	19.2	96	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4386422 4386421

Parameter	Units	35694593001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Nitrogen, Kjeldahl, Total	mg/L	0.81	20	20	20.2	20.3	97	98	90-110	1	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4386424 4386423

Parameter	Units	35694614001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Nitrogen, Kjeldahl, Total	mg/L	43.1	40	40	85.6	85.5	106	106	90-110	0	20 L	

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## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

QC Batch: 797586

Analysis Method: EPA 353.2

QC Batch Method: EPA 353.2

Analysis Description: 353.2 Nitrate + Nitrite, Unpres.

Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4379449

Matrix: Water

Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Nitrate	mg/L	0.025 U	0.050	0.025	02/04/22 11:51	

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## QUALITY CONTROL DATA

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

QC Batch:	799496	Analysis Method:	EPA 365.3
QC Batch Method:	EPA 365.3	Analysis Description:	365.3 Low Level Total Phosphorus
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35694498001

METHOD BLANK: 4390060 Matrix: Water  
Associated Lab Samples: 35694498001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Phosphorus, Total (as P) LL	mg/L	0.0028 U	0.0040	0.0028	02/14/22 07:48	

LABORATORY CONTROL SAMPLE: 4390061

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Phosphorus, Total (as P) LL	mg/L	0.1	0.11	110	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4390063 4390062

Parameter	Units	35694103002 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Phosphorus, Total (as P) LL	mg/L	0.32	0.1	0.1	0.43	0.42	110	103	80-120	2	20	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

## REPORT OF LABORATORY ANALYSIS

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## QUALIFIERS

Project: Sebastian Quarterly SW  
Pace Project No.: 35694498

### DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.  
ND - Not Detected at or above adjusted reporting limit.  
TNTC - Too Numerous To Count  
MDL - Adjusted Method Detection Limit.  
PQL - Practical Quantitation Limit.  
RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.  
S - Surrogate  
1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.  
Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.  
LCS(D) - Laboratory Control Sample (Duplicate)  
MS(D) - Matrix Spike (Duplicate)  
DUP - Sample Duplicate  
RPD - Relative Percent Difference  
NC - Not Calculable.  
SG - Silica Gel - Clean-Up  
U - Indicates the compound was analyzed for, but not detected.  
N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.  
Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.  
Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.  
TNI - The NELAC Institute.

### ANALYTE QUALIFIERS

I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Compound was analyzed for but not detected.
J(D6)	Estimated Value. The relative percent difference (RPD) between the sample and sample duplicate exceeded laboratory control limits.
J(M1)	Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.
L	Off-scale high. Actual value is known to be greater than value given.
PP	The mass of dried residue obtained did not meet the test method requirements based on volume used.

## REPORT OF LABORATORY ANALYSIS

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## QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Sebastian Quarterly SW

Pace Project No.: 35694498

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35694498001	510 BRIDGE				
35694498001	510 BRIDGE	SM 2520B Modified	798782		
35694498001	510 BRIDGE	SM 2540C	799048		
35694498001	510 BRIDGE	SM 2540D	798869		
35694498001	510 BRIDGE	SM 5210B	797755	SM 5210B	799002
35694498001	510 BRIDGE	EPA 300.0	797908		
35694498001	510 BRIDGE	EPA 350.1	798464		
35694498001	510 BRIDGE	EPA 351.2	798903	EPA 351.2	799441
35694498001	510 BRIDGE	EPA 353.2	797586		
35694498001	510 BRIDGE	EPA 365.3	799496	EPA 365.3	799899

## REPORT OF LABORATORY ANALYSIS

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WO#: 35694498

m (SCUR)

Pace

Project  
Project Manager  
Client

PM: WBW

Due Date: 02/14/22

CLIENT: SEBWCD

Date and Initials of person:

Examining contents: AS

Label: \_\_\_\_\_

Deliver: \_\_\_\_\_

pH: \_\_\_\_\_

Thermometer Used: T-393

Date: 2/13/22

Time: 1610

Initials: BLP

State of Origin: \_\_\_\_\_

☐ For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp. °C 4.7 (Visual) 10.0 (Correction Factor) 4.7 (Actual)

Cooler #2 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)

Cooler #3 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)

Cooler #4 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)

Cooler #5 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)

Cooler #6 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)

Recheck for OOT °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual) Time: \_\_\_\_\_ Initials: \_\_\_\_\_

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☐ Commercial ☒ Pace ☐ Other \_\_\_\_\_

Shipping Method: ☐ First Overnight ☐ Priority Overnight ☐ Standard Overnight ☒ Ground ☐ International Priority

☐ Other \_\_\_\_\_

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking # \_\_\_\_\_

Custody Seal on Cooler/Box Present: ☐ Yes ☒ No Seals intact: ☐ Yes ☐ No Ice: Wet Blue Melted None


Packing Material: ☒ Bubble Wrap ☐ Bubble Bags ☐ one ☒ Other \_\_\_\_\_

Samples shorted to lab (If Yes, complete) Shorted Date: \_\_\_\_\_ Shorted Time: \_\_\_\_\_ Qty: \_\_\_\_\_

Comments:

Chain of Custody Present	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Preservation Information: Preservative: _____ Lot #/Trace #: _____ Date: _____ Time: _____ Initials: _____
Chain of Custody Filled Out	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Relinquished Signature & Sampler Name COC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Samples Arrived within Hold Time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Rush TAT requested on COC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Sufficient Volume	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Correct Containers Used	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Sample Labels match COC (sample IDs & date/time of collection)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
All containers needing acid/base preservation have been checked.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
All Containers needing preservation are found to be in compliance with EPA recommendation: Exceptions: Vials, Microbiology, O&G, PFAS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Headspace in VOA Vials? (>6mm):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Trip Blank Present:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Comments/ Resolution (use back for additional comments):

 <p><b>Pace Analytical™</b> www.pacelabs.com</p>	Document Name: <b>Field Sampling Log</b>	Date Revised: <b>December 3, 2012</b>
	Document Number: <b>F-FL-C-022 rev.00</b>	Issuing Authority: <b>Pace Florida Quality Office</b>

## FIELD SAMPLING LOG

Arrived On Site Date: <u>2/3/2022</u>	Time: <u>10:30</u>	Departed Site	Time: <u>11:10</u>
Sampler's Signature: <u><i>Jim Norton</i></u>		Sampler's Name: <u>Jim Norton</u>	
CLIENT NAME: <u>Sebastian WCD</u>		PROJECT NAME: <u>Quarterly SW</u>	
CLIENT CONTACT: _____		SITE CONTACT: _____	
Personnel on Site: <u>None</u>			
Site Location: <u>Sebastian, FL</u>			
Ambient Conditions: <u>Warm / Sunny / Breezy</u>			
Brief Description of Field Activities: <u>Collection of SW grab samples</u>			
Field Equipment Used: <u>Dip Stick</u>			
Decon Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Please Describe: _____			
Field Filtering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Please Describe: _____			
Sample Matrix: <input type="checkbox"/> DW <input type="checkbox"/> GW <input type="checkbox"/> WW <input type="checkbox"/> SU <input type="checkbox"/> STU <input type="checkbox"/> SO <input type="checkbox"/> SE <input type="checkbox"/> ML <input checked="" type="checkbox"/> Other: <u>SW</u>			
Physical Characteristics of Sample: _____			
Sampling Method: <input checked="" type="checkbox"/> GRAB <input type="checkbox"/> COMPOSITE			
For Composite Sampling; Document Sampling Procedure for Collecting a Representative Sample:			

<input type="checkbox"/> QC Blanks	<input type="checkbox"/> Precleaned EQB	<input type="checkbox"/> Field Cleaned EQB
<input type="checkbox"/> Field Blanks	<input type="checkbox"/> Trip Blanks	<input type="checkbox"/> QC Blanks <input type="checkbox"/> Duplicate <input type="checkbox"/> Replicate Samples

Split Samples (explain): \_\_\_\_\_

Sx. Location	Time	Parameters	Appearance	Odor	pH	Temp	Cond	DO	Turb
510 Bridge	10:50	BOD,NH3,TKN,TP,TSS, NO3,Cl,Salinity,TDS			7.6	18.3	1604.0	97.5% 9.11mg	2.09

Calibration of Meters		Date: 02/03/2022	Time: 07:10			
Meter	Y/N	Standard	Slope	Variance	Value	
pH	Y	4.0			4.0	
pH	Y	7.0			7.0	
pH	Y	10.0			10.0	
Conductivity	Y	1413			1413	
D.O.	Y	N/A			100.0%	
Turbidity	Ver	10.0			10.0	
Turbidity	Ver	20.0			20.0	

Other Notation's or Anomalies: \_\_\_\_\_

# Sebastian River Improvement District

## **Financial Report For March 2022**

**SEBASTIAN RIVER IMPROVEMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
MARCH 2022**

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Mar-22</b>	<b>Year To Date Actual 10/1/21 - 3/31/22</b>
<b>REVENUES</b>			
NAV Assessments	308,436	3,779	261,889
R-O-W Use Fees	14,765	0	0
Permit Fees	5,000	0	5,650
Other Revenue - Legal Reimbursement	0	0	5,692
Other Revenue - Permit Review	0	12,164	13,364
Other Income - Sale Of Lateral D Canal	0	0	900,000
Interest Income	960	0	713
<b>Total Revenues</b>	<b>\$ 329,161</b>	<b>\$ 15,943</b>	<b>\$ 1,187,308</b>
<b>EXPENDITURES</b>			
Legal - General	20,000	0	15,598
Legal - Special Counsel	0	0	174,129
Legal - BMAP Issues	0	0	0
Expert Consultant Fees	0	0	65,487
District Administrative	27,000	2,250	13,500
Operations Manager	21,000	1,750	10,500
Operations Manager - Payroll Taxes	1,607	134	803
Engineering - General	45,000	0	11,013
Engineering - Permit	5,000	0	0
Engineering - Sand Mines	0	0	2,633
Engineering - Lateral D Watershed	0	0	8,941
Engineering - 82nd Ave Extension	0	0	525
Engineering - Other	45,000	0	1,322
Accounting/Audit	5,100	0	0
Insurance	9,600	0	7,196
Website Management	2,000	167	1,000
Dues & Subscriptions	925	0	175
Legal Advertisements	1,150	0	525
Miscellaneous	3,000	154	1,091
Water Quality Analytical Service	1,000	0	0
R-O-W Maintenance	113,273	0	0
C/L (Canal/Lateral) Maintenance	0	0	0
Miscellaneous Maintenance	10,000	0	0
<b>Total Expenditures</b>	<b>\$ 310,655</b>	<b>\$ 4,455</b>	<b>\$ 314,438</b>
<b>Revenues Less Expenditures</b>	<b>\$ 18,506</b>	<b>\$ 11,488</b>	<b>\$ 872,870</b>
County Appraiser & Tax Collector Fee	(6,169)	0	(2,350)
Discounts For Early Payments	(12,337)	(13)	(10,140)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 11,475</b>	<b>\$ 860,380</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 11,475</b>	<b>\$ 860,380</b>

<b>Bank Balance As Of 3/31/22</b>	<b>\$ 630,545.32</b>
<b>Accounts Payable As Of 3/31/22</b>	<b>\$ 10,200.16</b>
<b>Other Current Liabilities As Of 3/31/22</b>	<b>\$ 73,204.07</b>
<b>Accounts Receivable As Of 3/31/22</b>	<b>\$ 14,424.49</b>
<b>Available Funds As Of 3/31/22</b>	<b>\$ 561,565.58</b>