

INDIAN RIVER MOSQUITO CONTROL DISTRICT
Financial Report
for
January 1 – January 31, 2022

I.	Income		\$102,993.30
II.	Disbursements		
	a.	Local Funds (13866-13918 & dd12439-dd12493)	\$261,197.95
	b.	Non-direct-deposit payroll (No Check)	-----
	c.	State Funds (No Check)	-----
	d.	Total Disbursements	<u>-\$261,197.95</u>
	e.	Net	-\$158,204.65
III.	Change in cash position from last month	-\$159,658.48	
IV.	Bank balance (all accounts)	\$5,548,776.69	
	a.	Less reserves and contingency	<u>-\$944,881.02</u>
V.	Total available cash	\$4,603,895.67	

IRMCD
Monthly Board Disbursement Report
As of January 31, 2022

Type	Date	Num	Memo	Credit
1050 Seacoast Oper-4941 & 9831				
Paycheck	01/20/2022	Jan Sick	Annual Sick Check	
Paycheck	01/05/2022	Jan22		
Paycheck	01/05/2022	dd12439	Direct Deposit	
Paycheck	01/05/2022	dd12440	Direct Deposit	
Paycheck	01/05/2022	dd12441	Direct Deposit	
Paycheck	01/05/2022	dd12442	Direct Deposit	
Paycheck	01/05/2022	dd12443	Direct Deposit	
Paycheck	01/05/2022	dd12444	Direct Deposit	
Paycheck	01/05/2022	dd12445	Direct Deposit	
Paycheck	01/05/2022	dd12446	Direct Deposit	
Paycheck	01/05/2022	dd12447	Direct Deposit	
Paycheck	01/05/2022	dd12448	Direct Deposit	
Paycheck	01/05/2022	dd12449	Direct Deposit	
Paycheck	01/05/2022	dd12450	Direct Deposit	
Paycheck	01/05/2022	dd12451	Direct Deposit	
Paycheck	01/05/2022	dd12452	Direct Deposit	
Paycheck	01/05/2022	dd12453	Direct Deposit	
Paycheck	01/05/2022	dd12454	Direct Deposit	
Paycheck	01/05/2022	dd12455	Direct Deposit	
Paycheck	01/05/2022	dd12456	Direct Deposit	
Paycheck	01/05/2022	dd12457	Direct Deposit	
Paycheck	01/05/2022	dd12458	Direct Deposit	
Paycheck	01/05/2022	dd12459	Direct Deposit	
Paycheck	01/05/2022	dd12460	Direct Deposit	
Paycheck	01/05/2022	dd12461	Direct Deposit	
Paycheck	01/05/2022	dd12462	Direct Deposit	
Paycheck	01/05/2022	dd12463	Direct Deposit	
Paycheck	01/05/2022	dd12464	Direct Deposit	
Paycheck	01/05/2022	dd12465	Direct Deposit	
Paycheck	01/05/2022	dd12466	Direct Deposit	
Paycheck	01/20/2022	dd12467	Direct Deposit	
Paycheck	01/20/2022	dd12468	Direct Deposit	
Paycheck	01/20/2022	dd12469	Direct Deposit	
Paycheck	01/20/2022	dd12470	Direct Deposit	
Paycheck	01/20/2022	dd12471	Direct Deposit	
Paycheck	01/20/2022	dd12472	Direct Deposit	
Paycheck	01/20/2022	dd12473	Direct Deposit	
Paycheck	01/20/2022	dd12474	Direct Deposit	
Paycheck	01/20/2022	dd12475	Direct Deposit	
Paycheck	01/20/2022	dd12476	Direct Deposit	
Paycheck	01/20/2022	dd12477	Direct Deposit	
Paycheck	01/20/2022	dd12478	Direct Deposit	

IRMCD
Monthly Board Disbursement Report
 As of January 31, 2022

Type	Date	Num	Memo	Credit
Paycheck	01/20/2022	dd12479	Direct Deposit	
Paycheck	01/20/2022	dd12480	Direct Deposit	
Paycheck	01/20/2022	dd12481	Direct Deposit	
Paycheck	01/20/2022	dd12482	Direct Deposit	
Paycheck	01/20/2022	dd12483	Direct Deposit	
Paycheck	01/20/2022	dd12484	Direct Deposit	
Paycheck	01/20/2022	dd12485	Direct Deposit	
Paycheck	01/20/2022	dd12486	Direct Deposit	
Paycheck	01/20/2022	dd12487	Direct Deposit	
Paycheck	01/20/2022	dd12488	Direct Deposit	
Paycheck	01/20/2022	dd12489	Direct Deposit	
Paycheck	01/20/2022	dd12490	Direct Deposit	
Paycheck	01/20/2022	dd12491	Direct Deposit	
Paycheck	01/20/2022	dd12492	Direct Deposit	
Paycheck	01/20/2022	dd12493	Direct Deposit	
Total 1050 Seacoast Oper-4941 & 9831				0.00
1070 RBC Operating Acct				
Total 1070 RBC Operating Acct				<u>0.00</u>
TOTAL				<u><u>0.00</u></u>

IRMCD

Monthly Board Disbursement Report

As of January 31, 2022

Type	Date	Num	Name	Memo	Amount
1050 Seacoast Oper-4941 & 9831					
Liability Ch...	01/04/2022		QuickBooks Payroll Service	Created by Payroll Service on 01/...	-43,144.57
Liability Ch...	01/19/2022		QuickBooks Payroll Service	Created by Payroll Service on 01/...	-47,193.06
Liability Ch...	01/07/2022	EFT	I.R.M.C.D.-Local	59-6001309	-15,614.66
Liability Ch...	01/06/2022	EFT	Child Support		-507.39
Liability Ch...	01/07/2022	EFT	Nationwide Retirement Solutions	0025223001	-1,336.17
Liability Ch...	01/07/2022	EFT	Nationwide Retirement Solutions	0025223001	-1,235.00
Liability Ch...	01/21/2022	EFT	I.R.M.C.D.-Local	59-6001309	-17,256.06
Liability Ch...	01/20/2022	EFT	Child Support		-507.39
Liability Ch...	01/21/2022	EFT	Nationwide Retirement Solutions	0025223001	-3,647.94
Liability Ch...	01/21/2022	EFT	Nationwide Retirement Solutions	0025223001	-1,235.00
Liability Ch...	01/27/2022	EFT	I.R.M.C.D.-Local	59-6001309-To correct 941 4th Q...	-3.97
Check	01/05/2022	13866	Spectra Services, Inc	Inv#98296-Leica S9E Stereo Micr...	-3,703.40
Check	01/05/2022	13867	Board of County Commissioners	Fuel charges for Dec 2021 Unlea...	-3,743.54
Check	01/12/2022	13868	Cintas Corporation No. 2	Inv #4106718108 Payer #140873...	-384.39
Check	01/05/2022	13869	I.R.C. Property Appraiser	Quarterly commission due (2nd qt...	-17,348.75
Check	01/05/2022	13870	Metal Culverts Inc	Inv # CW-38878 Flapgates w/fr...	-11,860.00
Check	01/05/2022	13871	Thomas R. Summersill, Inc	Inv # 02759-M21-APL Aerial Larv...	-5,219.13
Check	01/05/2022	13872	Uline, Inc.	Inv # 142842021 ARBO clear rou...	-153.36
Check	01/05/2022	13873	Vero Chemical Distributors Inc	Inv # 306811 Refill gallon chlorin...	-7.40
Check	01/05/2022	13874	MasterCard	Acct # 1603 - Statement Closing ...	-6,896.43
Check	01/05/2022	13875	Cintas Corporation No. 2	Inv #4105946888 Payer #140873...	-384.39
Check	01/12/2022	13877	Goodyear Auto Service #6626	Inv # 060862 (2) trailer tires 205/7...	-159.46
Check	01/12/2022	13878	Cole Auto Supply	Account # 1642 Closing Date 12/...	-770.19
Check	01/12/2022	13879	Revize, LLC	Inv # 12806 Revize Annual Softw...	-1,975.00
Check	01/12/2022	13880	Vero Bearing & Bolt	Inv # 104917 Hardware for Morga...	-55.26
Check	01/12/2022	13882	Carr, Riggs & Ingram LLC	Inv#17263572 - Client No. 72-01...	-9,300.00
Check	01/12/2022	13883	CIT-Copier Contract	Inv # 39123852 - January 2022 M...	-199.23
Check	01/12/2022	13884	Indian River Contracting, LLC	Inv # 18224 Road base for Oyste...	-4,708.08
Check	01/12/2022	13885	Lowe's	Acct # 2096, Inv # 971538 For gr...	-1,023.26
Check	01/12/2022	13886	S & G Transmission LLC	Inv # 4320 Truck 256 - replace co...	-526.21
Check	01/19/2022	13887	AT&T Mobility	Acct # 823540712 Dec 2021 Cell...	-621.95
Check	01/19/2022	13888	Audrey's Feed & Tack	Inv # F2AA39X77 YX8A (20) egg ...	-349.80
Check	01/19/2022	13889	Tommy's Trailer Service & Auto	Inv # 12702 Front and back fende...	-120.00
Check	01/19/2022	13891	AT&T	Acct # 77256223930870454- Loc...	-419.00
Check	01/19/2022	13892	Audrey's Feed & Tack	Inv # F2AA39X77 YX8A (20) egg ...	-349.89
Check	01/19/2022	13893	Florida Dept of Revenue	RT Account # 9976155 Period 07/...	-137.50
Check	01/19/2022	13894	Burroughs, Sherry L	2022 FMCA Fly-In Meeting Per D...	-61.00
Check	01/19/2022	13895	Hart, Sr., Gerald M	2022 FMCA Fly-In Meeting Per D...	-61.00
Check	01/19/2022	13896	Reilly, Joshua E	2022 FMCA Fly-In Meeting Per D...	-61.00
Check	01/19/2022	13897	Hingle, Todd	Cust # 0012218-062300 Water se...	-37.44
Check	01/19/2022	13898	Jordan River County Utilities	Inv # 82386 For chainsaw - starte...	-113.94
Check	01/19/2022	13899	Jordan Power Equipment Corp.	Inv # 02808-M22-APL Aerial Larv...	-5,632.86
Check	01/19/2022	13900	Thomas R. Summersill, Inc	Inv # 171304 gear lube and 2 cycl...	-62.91
Check	01/26/2022	13901	Boats 'N Motors	Inv #4107406761 Payer #140873...	-768.78
Check	01/26/2022	13902	Cintas Corporation No. 2	Acct# 8535115060598219 Interne...	-319.30
Check	01/26/2022	13903	Comcast	Inv # 60648 Backordered brass tr...	-240.91
Check	01/26/2022	13904	Grove Welders, Inc	Inv # 18275 18 yard load of riprap...	-2,221.38
Check	01/26/2022	13905	Indian River Contracting, LLC		

IRMCD Monthly Board Disbursement Report As of January 31, 2022

Type	Date	Num	Name	Memo	Amount
Check	01/26/2022	13906	Kelly Tractor Co	Inv # 0221236 Coolant for Cats	-30.66
Check	01/26/2022	13907	Lowe's	Inv # 956839 (8) metal grinding di...	-22.64
Check	01/26/2022	13908	nextAir, LLC	Inv # 0009530211 Oxygen cylinde...	-124.20
Check	01/26/2022	13909	LMS Professional Services	Inv # 733 Bank reconciliations & r...	-110.00
Check	01/26/2022	13910	Staples Advantage	Acct # ATL106754 Inv # 806483...	-229.02
Check	01/26/2022	13911	Thomas R. Summersill, Inc	Inv # 02832-M22-APL Aerial Larv...	-2,805.74
Check	01/26/2022	13912	Uline, Inc.	Inv # 143457031 (50) screw top p...	-335.14
Liability Ch...	01/28/2022	13913	American Fidelity Assurance Company	MCP#64213 Inv#6041277 Januar...	-1,076.16
Liability Ch...	01/28/2022	13915	American Fidelity-Products	MCP#64213 INV#D409069 Janua...	-2,668.06
Liability Ch...	01/28/2022	13916	Texas Life Insurance Company	SS0A9H- January 2022 Premiums	-409.20
Check	01/24/2022	13917	Principal Financial Group	Acct#1037999-10001-Feb 2022 L...	-791.42
Liability Ch...	01/28/2022	13918	FMIT	FH0273- Jan 2022 Contributions/ ...	-40,857.36
Total 1050 Seacoast Oper-4941 & 9831					-261,197.95
1060 Seacoast State Funds-5161					
Total 1060 Seacoast State Funds-5161					
TOTAL					-261,197.95

10:51 AM

01/31/22

Accrual Basis

IRMCD

Bottom Memo Transaction Detail Report

January 2022

Type	Date	Num	Name	Memo	Account	Amount
Jan 22						
Check	01/05/2022	13873	Vero Chemical...	Inv # 306811 Refill gallon chlorine bleach	1050 Seacoast Oper-49...	-7.40
Check	01/05/2022	13873	Vero Chemical...	Inv # 306811 Refill gallon chlorine bleach	52.4.5 Supl Arbovirus	7.40
Check	01/12/2022	13885	Lowe's	Acct # 2096, Inv # 971538 For ground larvicide backpacks - hose bars, spraymate 4 gal. ...	1050 Seacoast Oper-49...	-1,023.26
Check	01/12/2022	13885	Lowe's	Acct # 2096, Inv # 971538 For ground larvicide backpacks - hose bars, spraymate 4 gallo...	52.4.6 Supl Larviciding	1,023.26
Check	01/26/2022	13907	Lowe's	Inv # 956839 (8) metal grinding disks	1050 Seacoast Oper-49...	-22.64
Check	01/26/2022	13907	Lowe's	Inv # 956839 (8) metal grinding disks	52.5 Tools & Small Impl...	22.64
Check	01/26/2022	13910	Staples Advan...	Acct # ATL106754 Inv # 8064833846 Office supplies, pens, toner, 2 hole punch, shipping ...	1050 Seacoast Oper-49...	-229.02
Check	01/26/2022	13910	Staples Advan...	Acct # ATL106754 Inv # 8064833846 Office supplies, pens, toner, 2 hole punch, shipping ...	51.1 Office Supplies	229.02
Jan 22						<u>0.00</u>



FIFTH THIRD BANK

Account Number: XXXX XXXX XXXX 1603

DIAN RIVR MOSQUITO CTR

Statement Closing Date: 12/27/21

Corporate Account Summary

Previous Balance		\$7,575.09
Payments	-	\$7,575.09
Credits	-	\$471.22
Purchases and Other Charges	+	\$7,367.65
Cash Advances	+	\$0.00
Late Payment Charge	+	\$0.00
Cash Advance Fees	+	\$0.00
Finance Charges	+	\$0.00
New Balance		\$6,896.43
Disputed Amount		\$0.00
Past Due Amount		\$0.00
Credit Limit		\$25,000.00
Available Credit Limit		\$18,103.57
Cash Advance Credit Limit		\$0.00
Available Cash Advance Credit Limit		\$0.00
Statement Closing Date		12/27/21
Days in Billing Cycle		28

Payment Information

New Balance	\$6,896.43
Minimum Payment Due	\$6,896.43
Payment Due Date	01/21/22

QUESTIONS OR TO REPORT LOST/STOLEN CARDS?

Call Customer Service 1-800-375-1747

Please send billing inquiries and correspondence to:

FIFTH THIRD BANK
PO BOX 740523
CINCINNATI, OH 45274-0523

Or email inquires to CommercialSupport@53.com

Corporate Account Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12/14	12/14	75569261348211214000413	PAYMENT RECEIVED - THANK YOU	-\$7,575.09

Finance Charge Summary

Our Annual Percentage Rate (APR) is the annual rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Finance Charge	Finance Charge
PURCHASES	19.80%	\$0.00	\$0.00
CASH ADVANCES	19.80%	\$0.00	\$0.00

MASTERCARD 12/21 STATEMENT			
30.2.2 Direct Deposit Fees			46.6.3 Heavy Eqpt/Boats-IRMCD
\$0.00			
30.4.1 Other Professional Services/Janitor			
\$0.00		\$0.00	
40.1 Travel/ Per Diem		\$276.21	48.1 Promo/Educational
-\$67.50	Reimbursed for taxes - Hawks Cay Resort		(300) Wolverine stylus pens-Outreach
\$5.18	FDOT - Truck 268 travel to FMCA 11/15-11/18/21		
		\$276.21	
-\$62.32			51.1 Office Supplies
40.2.1 Registrations		\$60.42	Toilet paper, AA batteries, paper towels, coffee
\$330.00	FMCA - DODD -Aquatic Weed Control & Test review - M	\$99.87	Thumb drives, usb cables, network cables, net
\$360.00	FMCA - Aerial 101, Adv Aerial, Basic mapping & cluster	\$31.22	First Advantage
\$1,050.00	FMCA - DODD Intro to MC - LGR, LR, HW	\$79.96	1099 & W2 envelopes, 50 pk 1099 forms
\$360.00	FMCA - DODD Adult ID Course HW		
\$270.00	FMCA - DODD Intro, Basic Insect., Mix, Cal, Rec -VR		
\$360.00	FMCA - DODD Interp, Domestic, Aerial - MPS	\$271.47	
\$200.00	FASD - Legislative Forum - ME & SB.		51.2 Computer Software
\$800.00	FMCA Fly In SB, MH, JR, TH	\$179.88	Acrobat Pro DC
\$970.00	AMCA Annual Meeting - SB, MJ		
\$4,700.00			
41.1 Communications		\$179.88	
\$9.90	Earthlink monthly		51.3 Computer Hardware
\$9.90			
46.0.2 Maintenance by IRMCD		\$0.00	
			52.3 Protective Clothing
		\$0.00	
			52.4.4 Supply ULV
		\$538.29	15 mil extra large gloves
\$0.00		-\$403.72	credit for 15 mil extra large gloves
46.2 Repairs Truck by others		\$134.57	
			52.4.5 Arbovirus
		\$700.53	(3) H21-USB Data loggers
		\$110.00	(4) Rubis 5-SA tweezers for dissections
\$0.00		\$120.00	(12) Master locks incl. rekeyed
46.5.1 Buildings-IRMCD			
		\$930.53	
			52.5 Tools and Small Implements
\$0.00			
46.5.2 Maintenance/Grounds - IRMCD		\$0.00	
			55.2 Training
\$0.00			
46.6.1 Trucks/Auto/ATV-IRMCD			
\$6.98	5 pack relay connectors for ATVs		
\$412.83	R/brake shoe springs, shoes, ft pads	\$0.00	
\$36.38	ratchet strap for ATVs		Total for MasterCard
			\$6,896.43
\$456.19			



Florida Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Services

MOSQUITO CONTROL MONTHLY REPORT - LOCAL FUNDS

Submit to:
 Mosquito Control Program
 3125 Conner Blvd, Suite E
 Tallahassee, FL 32399-1650

NICOLE "NIKKI" FRIED
 COMMISSIONER

Rule 5E-13.027, F.A.C.
 Telephone: (850) 617-7911; Fax (850) 617-7939

COUNTY/ DISTRICT Indian River Mosquito Control I

FISCAL YEAR: 2021-2022

MONTH: December

LOCAL FUNDS RECEIPTS AND BALANCES

ACCT NO	DESCRIPTION	Budgeted Receipts	Monthly Receipts	Receipts Year to Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	\$ 4,915,276.00	\$ 1,625,089.24	\$ 4,360,276.06	\$ 554,999.94
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ 25,005.00	\$ 359.24	\$ 361.87	\$ 24,643.13
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ 2.00	\$ -	\$ -	\$ 2.00
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 4,940,283.00	\$ 1,625,448.48	\$ 4,360,637.93	\$ 579,645.07
BEGINNING FUND BALANCE		\$ 2,330,124.52	\$ -	\$ -	\$ 2,330,124.52
Total Receipts & Balance		\$ 7,270,407.52	\$ 1,625,448.48	\$ 4,360,637.93	\$ 2,909,769.59

LOCAL FUNDS EXPENDITURES AND BALANCES

ACCT NO	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year to Date	Balance to Be Expended
10	Personal Services	\$ 2,210,310.00	\$ 132,295.46	\$ 396,609.94	\$ 1,813,700.06
20	Personal Services Benefits	\$ 980,058.00	\$ 86,339.89	\$ 235,172.90	\$ 744,885.10
30	Operating Expense	\$ 877,590.00	\$ 35,981.92	\$ 132,444.69	\$ 745,145.31
40	Travel & Per Diem	\$ 27,500.00	\$ 5,157.85	\$ 5,658.65	\$ 21,841.35
41	Communication Services	\$ 27,500.00	\$ 1,685.65	\$ 4,030.08	\$ 23,469.92
42	Freight Services	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
43	Utility Service	\$ 25,000.00	\$ 2,223.95	\$ 3,961.85	\$ 21,038.15
44	Rentals & Leases	\$ 6,669.00	\$ 199.23	\$ 993.69	\$ 5,675.31
45	Insurance	\$ 75,000.00	\$ 16,157.00	\$ 41,089.00	\$ 33,911.00
46	Repairs & Maintenance	\$ 213,350.00	\$ 7,719.68	\$ 19,181.88	\$ 194,168.12
47	Printing and Binding	\$ 500.00	\$ -	\$ -	\$ 500.00
48	Promotional Activities	\$ 1,500.00	\$ 37.50	\$ 24.96	\$ 1,475.04
49	Other Charges	\$ 4,250.00	\$ -	\$ 630.00	\$ 3,620.00
51	Office Supplies	\$ 48,465.00	\$ 2,330.52	\$ 3,148.49	\$ 45,316.51
52.1	Gasoline/Oil/Lube	\$ 77,000.00	\$ 3,697.53	\$ 15,478.48	\$ 61,521.52
52.2	Chemicals	\$ 1,070,512.00	\$ (320.89)	\$ 38,576.11	\$ 1,031,935.89
52.3	Protective Clothing	\$ 7,000.00	\$ -	\$ 802.07	\$ 6,197.93
52.4	Misc. Supplies	\$ 47,100.00	\$ 1,613.24	\$ 7,175.25	\$ 39,924.75
52.5	Tools & Implements	\$ 1,500.00	\$ 107.26	\$ 217.28	\$ 1,282.72
54	Publications & Dues	\$ 15,000.00	\$ -	\$ 6,785.00	\$ 8,215.00
55	Training	\$ 7,600.00	\$ 349.00	\$ 349.00	\$ 7,251.00
60	Capital Outlay	\$ 600,622.50	\$ 50,103.00	\$ 48,359.98	\$ 552,262.52
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ 475,881.02	\$ -	\$ -	\$ 475,881.02
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 6,801,407.52	\$ 345,677.79	\$ 960,689.30	\$ 5,840,718.22
0.001	Reserves - Future Capital Outlay	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
0.004	Reserves - Sick and Annual Leave	\$ 69,000.00	\$ -	\$ -	\$ 69,000.00
TOTAL RESERVES ENDING BALANCE		\$ 469,000.00	\$ -	\$ -	\$ 469,000.00
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 7,270,407.52	\$ 345,677.79	\$ 960,689.30	\$ 6,309,718.22
ENDING FUND BALANCE		\$ -	\$ 1,279,770.69	\$ 3,399,948.63	\$ (3,399,948.63)

By submission of this monthly report of receipts, expenditures, and balances, I attest it is true and correct.

S. Burroughs

1/7/2022

Director Signature

Date



Florida Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Services
MOSQUITO CONTROL MONTHLY REPORT - STATE FUNDS

Submit to:
 Mosquito Control Program
 3125 Conner Blvd, Suite E

NICOLE "NIKKI" FRIED
 COMMISSIONER

Rule 5E-13.027, F.A.C.
 Telephone: (850) 617-7911; Fax (850) 617-7939

COUNTY/ DISTRICT Indian River Mosquito Control D

FISCAL YEAR: 2021-2022

MONTH: December

STATE FUNDS RECEIPTS AND BALANCES

ACCT NO	DESCRIPTION	Budgeted Receipts	Monthly Receipts	Receipts Year to Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	\$ -	\$ -	\$ -	\$ -
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ 5.00	\$ 1.09	\$ 1.09	\$ 3.91
364	Equipment and/or Other Sales	\$ 1,000.00	\$ -	\$ 231.34	\$ 768.66
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 1,005.00	\$ 1.09	\$ 232.43	\$ 772.57
BEGINNING FUND BALANCE		\$ 6,456.00	\$ -	\$ -	\$ 6,456.00
Total Receipts & Balance		\$ 7,461.00	\$ 1.09	\$ 232.43	\$ 7,228.57

STATE FUNDS EXPENDITURES AND BALANCES

ACCT NO	Uniform Accounting System Code	Transaction	Budgeted Expenditures	Monthly Expenditures	Expenditures Year to Date	Balance to Be Expended
10		Personal Services	\$ -	\$ -	\$ -	\$ -
20		Personal Services Benefits	\$ -	\$ -	\$ -	\$ -
30		Operating Expense	\$ -	\$ -	\$ -	\$ -
40		Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
41		Communication Services	\$ -	\$ -	\$ -	\$ -
42		Freight Services	\$ -	\$ -	\$ -	\$ -
43		Utility Service	\$ -	\$ -	\$ -	\$ -
44		Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45		Insurance	\$ -	\$ -	\$ -	\$ -
46		Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
47		Printing and Binding	\$ -	\$ -	\$ -	\$ -
48		Promotional Activities	\$ -	\$ -	\$ -	\$ -
49		Other Charges	\$ -	\$ -	\$ -	\$ -
51		Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1		Gasoline/Oil/Lube	\$ -	\$ -	\$ -	\$ -
52.2		Chemicals	\$ 7,461.00	\$ -	\$ -	\$ 7,461.00
52.3		Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4		Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5		Tools & Implements	\$ -	\$ -	\$ -	\$ -
54		Publications & Dues	\$ -	\$ -	\$ -	\$ -
55		Training	\$ -	\$ -	\$ -	\$ -
60		Capital Outlay	\$ -	\$ -	\$ -	\$ -
71		Principal	\$ -	\$ -	\$ -	\$ -
72		Interest	\$ -	\$ -	\$ -	\$ -
81		Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83		Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89		Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99		Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES			\$ 7,461.00	\$ -	\$ -	\$ 7,461.00
0.001		Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002		Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003		Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004		Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES ENDING BALANCE			\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES			\$ 7,461.00	\$ -	\$ -	\$ 7,461.00
ENDING FUND BALANCE			\$ -	\$ 1.09	\$ 232.43	\$ (232.43)

By submission of this monthly report of receipts, expenditures, and balances, I attest it is true and correct

Director Signature Date 1/7/2022



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E

MOSQUITO CONTROL MONTHLY ACTIVITY REPORT

NICOLE "NIKKI" FRIED
COMMISSIONER

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7911; FAX (850) 617-7939

COUNTY OR DISTRICT: Indian River Mosquito Control District

MONTH: December

FISCAL: 2021 - 2022

CHEMICAL ADULTICIDE	T	U	G	A	MIX RATIO OR FORMULA	ACRES TREATED MONTHLY	TOTAL OUTPUT MONTHLY Gallons	ACRES TREATED YEARLY	TOTAL OUTPUT YEARLY Gallons
* Show Chemical NAME	H	L	R	I	(see Calculation tab)				
* % of Active Ingredient (a.i.)	R	V	N	R					
* EPA Number	M	D	D						
Aqua-Resilin; Perm 20%; PBO 20%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 432-796	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
DeltaGard; Deltameth 2%; EPA Reg 432-1534	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Dibrom; Naled 87.4%; EPA Reg 5481-480	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Evoluer 30-30; Perm 30%, PBO 30%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 769-983	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Fyfanon EW; Malathion 40.9%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 279-3622	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Permanone 30-30; Perm 30%; PBO 30%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	15,711.2889	44.1880	56,403.9111	158.6360
EPA Reg 432-1235	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Pyronyl Oil Concentrate 525;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Pyrethrins 5%, PBO 25%; EPA Reg 89459-24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Pyronyl Crop Spray; Pyrethrins 6%, PBO 60%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 89459-26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Suspend Polyzone; Deltamethrin 4.75%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 432-1514	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Zenivex_E4_RTU; Etofenprox 4%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 2724-807	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
AquaZenivex E20; Etofenprox 20%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 89459-81	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
CHEMICAL LARVICIDE			G	A	MIX RATIO OR FORMULA PER	ACRES TREATED MONTHLY	TOTAL OUTPUT MONTHLY Gal/lb/Units	ACRES TREATED YEARLY	TOTAL OUTPUT YEARLY Gal/lb
* Show Chemical NAME			R	I	(see Calculation tab)				
* % of Active Ingredient (a.i.)			N	R					
* EPA Number			D						
Agnique MMF; isoocetadecanol 100%; EPA Reg 53263-28	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Altosid SBG2; (S)-Methoprene 0.3%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 75318-8-89459	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Altosid SR20; S-Methoprene 20%; EPA Reg 2724-446	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Altosid XRG; Methoprene 1.5%; EPA Reg 2724-451	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Arosurf; Poly(oxy-1, 2-ethanediy),	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
a-isoocetadecyl-v-hydroxy 100%, EPA Reg 8329-74	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Censor; Spinosad 0.5%; EPA Reg 8329-80	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	1,399.0000	12,600.0000
Natular 2EC; Spinosad 20.6%; EPA Reg 8329-82	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.9984	0.0156	46.8599	0.8063
Natular DT; Spinosad 7.48%; EPA Reg 8329-602	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0004	4.0000
Natular G30; Spinosyn 2.5%; EPA Reg 8329-83	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Natular T30; Spinosad 8.33%; EPA Reg 8329-85	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0069	3.0000	0.0828	36.0000
Summit Bti Granules; Bti 2.86%; EPA Reg 6218-86	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Vectobac 12AS; Bti 11.61%; EPA Reg 73049-38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	16.4752	2.0594	138.0136	17.2517
Vectobac GS; Bti 4.95%; EPA Reg 73049-10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	609.0000	7,300.0000	894.0000	10,720.0000
Vectobac WDG; Bti 37.4%; EPA Reg 73049-56	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
VectomaxFG; Bs 2.7%, Bti 4.5%; EPA Reg 73049-429	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Natular SC; Spinosad 22.5%; EPA Reg 62719-748-8329	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	22.9376	0.3584	77.9968	1.2187
Summit Bti Granules; Bti 2.86%; EPA Reg 6218-86	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Dulpex G; Bti 5.35% (S)-Methoprene 1.60%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 89459-93	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Altosid XRG-Ultra; (S)-Methoprene 1.6%;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
EPA Reg 89459-104	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
Aquabac XT; Bti 8%; EPA Reg 62637-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000
0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.00000	0.0000	0.0000	0.0000	0.0000

S. Burroughs
Director Signature
1/7/2022
Date

RETURN TO:
Janice Rustin, Esq.
Lewis Longman Walker, P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

ACCESS EASEMENT AND ENCROACHMENT AGREEMENT

THIS ACCESS EASEMENT AND ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2022, by and between 723 GROVE, LLC, a Delaware limited liability company, with an address of P.O. Box 731, Montchanin, Delaware, 19710, ("Owner") and INDIAN RIVER MOSQUITO CONTROL DISTRICT, a Florida special district, with an address of P.O. Box 670, Vero Beach, Florida, 32961, ("District").

A. Owner is the owner of certain real property located at 723 Grove Place, in Indian River County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, (the "Property").

B. The Property is encumbered with a 15-foot-wide access easement area created pursuant to the Orchard Island Plat, as recorded in Plat Book 15, Page 36A, of the property records of Indian River County ("Platted Easement Area"). Such Platted Easement Area is identified as "15' Access Easement to Indian River Mosquito Control District" on Exhibit "B" attached hereto.

C. Owner desires to utilize a portion of the Property to install a retaining wall within the Platted Easement Area, as depicted on the Site Plan attached as Exhibit C (hereinafter "Improvements").

D. District does not object to Owner's proposed Improvements and agrees to permit the construction and maintenance of the same within the Platted Easement Area at Owner's expense and responsibility, subject to the terms of this Agreement.

E. In exchange, Owner agrees to grant to District a non-exclusive access easement along the northerly boundary of the Property that will allow District to access the Platted Easement Area.

NOW, THEREFORE, for and in consideration of the premises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Recitals. All of the above recitals are true and correct and by this reference are incorporated herein and made a part hereof.

2. Grant of Access Easement. Owner hereby grants and conveys to District a perpetual non-exclusive 15-foot wide access easement over upon and across the area identified as “Proposed Easement from Grove Place to MC Access Easement” on Exhibit C (“Side Access Easement Area”), solely for the purposes set forth herein and subject to the terms and conditions set forth herein, which easement shall run with the land and be binding upon the Owner, its heirs, successors and assigns. The scope and nature of the easement shall be as follows:

A. To permit District to enter upon the Side Access Easement Area at reasonable times and upon at least twenty-four (24) hours prior written notice to Owner to control and eliminate all species of mosquitos and sandflies and diseases transmitted by same in a manner consistent with its usual and customary practices; provided, however, access shall be limited to pedestrian access and small vehicles such as golf cart sized off-road vehicles all in a manner so as to minimize any interference with the use, occupancy and privacy of the Property.

B. Large vehicles, heavy equipment, earthmoving machinery, and similar sized machinery and equipment shall not be permitted on the Side Access Easement Area.

C. Unless otherwise agreed between the Owner and the District in writing, the Owner shall construct and maintain the Side Access Easement Area with a grass or mulched surface.

E. Owner and District shall use its reasonable best efforts to keep the Side Access Easement Area open and unobstructed at all times, but subject to any landscaping and trees in such area.

F. Owner reserves the right to engage in all uses of the Property and to construct, modify and alter the same in any manner that it desires, including the Side Access Easement Area, provided such uses are not inconsistent with the purpose of this Agreement.

G. Owner shall not be responsible for any costs or liabilities resulting from use of the Access Easement Area by the District or any person acting by invitation or under the authority of the District.

H. District hereby indemnifies and holds Owner harmless from and against any and all liabilities, costs, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) directly caused by the negligent acts or omission of the District as a result of the District's use of the Side Access Easement Area. Notwithstanding anything to the contrary herein, the District's indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

3. Construction of Improvements: District agrees to allow the construction and maintenance of the Improvements within the Platted Easement Area, in accordance with the Site Plan attached as Exhibit C, subject to the following conditions:

A. Owner shall be solely responsible for the lawful permitting and construction of the Improvements and shall be required to maintain the Improvements at his own expense in a manner that does not interfere with the District's use of the Platted Easement Area.

B. In the event the District reasonably determines that the Improvements cause a health, safety or welfare issue which prevents the District from accessing the Platted Easement Area

to control and eliminate all species of mosquitos and sandflies and diseases transmitted by same in a manner consistent with its usual and customary practices, the District shall notify the Owner in writing that the Improvements within the Platted Easement Area must be removed at Owner's expense.

C. District shall not be responsible for any costs or liabilities resulting from the Owner's construction, maintenance or use of the Improvements or from any person acting by invitation or under the authority of the Owner.

D. Owner hereby indemnifies and holds District harmless from and against any and all liabilities, costs, damages, and expense (including, but not limited to, reasonable attorneys' fees and costs) which may be imposed upon or asserted against the District arising from or in any way connected with the Owner's permitting, construction, use and/or maintenance of Improvements with the Platted Easement Area.

3. This Agreement shall be binding upon the parties, their heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall be recorded in the property records of Indian River County, Florida.

4. **Modifications; Cancellation.** This Agreement may be amended, modified or terminated (in whole or in part) from time to time by written documents executed and acknowledged by Owner and District, or their respective successors or assigns and recorded in the property records of Indian River County.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and venue of any action to construe or enforce this Agreement shall be in Indian River County, Florida.

6. This Agreement shall be for the benefit of the Owner and the District but is not intended to nor shall it be construed as creating any rights in or for the benefit of the general public.

7. **Effective Date.** The effective date of this Agreement shall be the date that the parties date above.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the undersigned parties have hereunto set its hand as of the date first above written.

OWNER

723 GROVE, LLC,
a Delaware limited liability company

By: _____
Keith Stoltz
Manager

WITNESSES:

Witness #1

Witness #2

Witness signature

Witness signature

Witness name (printed)

Witness name (printed)

STATE OF DELAWARE
COUNTY OF

SWORN to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2022, by KEITH STOLTZ, the MANAGER of 723 GROVE, LLC, who is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary Public

INDIAN RIVER MOSQUITO CONTROL DISTRICT

By: _____

Title: _____

WITNESSES:

Witness #1

Witness #2

Witness signature

Witness signature

Witness name (printed)

Witness name (printed)

STATE OF FLORIDA
COUNTY OF

SWORN to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, the _____ of INDIAN RIVER MOSQUITO CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary Public

EXHIBIT A
DESCRIPTION OF PROPERTY

LOT 256, ORCHID ISLAND PLAT 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 36 AND 36A, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

LESS AND EXCEPT A PARCEL OF LAND 10.00 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 255, ORCHID ISLAND PLAT 18, AS RECORDED IN PLAT BOOK 15, PAGE 36, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE SOUTH 75° 16' 32" WEST, A DISTANCE OF 243.76 FEET; THENCE NORTH 55° 35' 11" EAST, A DISTANCE OF 29.68 FEET; THENCE NORTH 75° 16' 32" EAST, A DISTANCE OF 219.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 01° 23' 26" AND A CHORD OF 10.56 FEET BEARING SOUTH 03° 59' 03" WEST; THENCE SOUTH ALONG SAID CURVE A DISTANCE 10.56 FEET TO THE POINT OF BEGINNING.

Exhibit B
Platted Easement Area

ORCHID ISLAND --- PLAT 18

A PORTION OF GOVERNMENT LOT 7 IN SECTION 22, TOWNSHIP 31 SOUTH, RANGE 39 EAST, THE TOWN OF ORCHID, INDIAN RIVER COUNTY, FLORIDA

PLAT BOOK 15
PAGE 36
DOCKET NO. 1057083

DEDICATION

STATE OF FLORIDA
INDIAN RIVER COUNTY

KNOW ALL BY THESE PRESENTS THAT ORCHID ISLAND PROPERTIES, INC. A FLORIDA CORPORATION, FEE SIMPLE OWNER OF THE SAID LANDS DESCRIBED AND PLATTED HEREIN AS ORCHID ISLAND - PLAT 18 IN THE TOWN OF ORCHID, INDIAN RIVER COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND ALL STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF ORCHID ISLAND, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE ORCHID ISLAND GOLF & BEACH COMMUNITY ASSOCIATION, INC. ALL PUBLIC AUTHORITIES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, AMBULANCE, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID STREETS AND RIGHTS-OF-WAY. THE TOWN OF ORCHID SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.

- A PERPETUAL EASEMENT ON, OVER AND ABOVE STREETS AND RIGHTS-OF-WAY AND UTILITY EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE TOWN OF ORCHID, INDIAN RIVER COUNTY, FLORIDA, AND ANY OTHER APPROPRIATE UTILITY PROVIDER FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF SAID STREETS AND RIGHTS-OF-WAY AND UTILITY EASEMENTS.
- THE DRAINAGE FACILITIES THAT FALL WITHIN THE RIGHTS-OF-WAY SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE ORCHID ISLAND GOLF & BEACH COMMUNITY ASSOCIATION, INC. INDIAN RIVER COUNTY AND THE TOWN OF ORCHID SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO PERFORM EMERGENCY MAINTENANCE ON THE DRAINAGE FACILITIES (CEPT 218) SHALL SHARE A COMMON DRIVEWAY ACCESS FROM GROVE PLACE, WHICH SHALL BE A NON-EXCLUSIVE EASEMENT IN FAVOR OF THE ADJOINING LOT OWNERS, WITH DIMENSIONS AND LOCATIONS SHOWN HEREON.
- A FIFTEEN FOOT WIDE ACCESS EASEMENT FOR THE BENEFIT OF INDIAN RIVER COUNTY MOSQUITO CONTROL DISTRICT IS LOCATED OVER LOT 285 AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF THE ABOVE NAMED FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROBERT BURKETT, THE VICE PRESIDENT OF ORCHID ISLAND PROPERTIES, INC., AND ITS CORPORATE SEAL, AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

THIS 21 DAY OF APRIL, 1998.

ORCHID ISLAND PROPERTIES, INC. A FLORIDA CORPORATION SEAL BELOW
BY: ROBERT BURKETT, VICE PRESIDENT *Robert Burkett*

WITNESS: *Suzanne Reich*



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF APRIL, 1998, BY ROBERT BURKETT, VICE PRESIDENT OF ORCHID ISLAND PROPERTIES, INC. ON BEHALF OF THE CORPORATION, HE IS PERSONALLY KNOWN TO ME AND DID TAKE AN OATH.

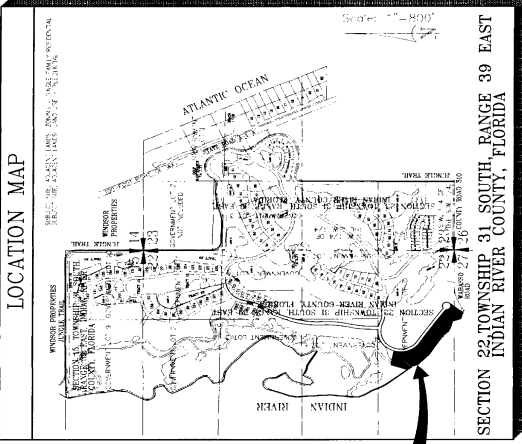
NOTARY PUBLIC *Dwight Kirby*
STATE OF FLORIDA
MY COMMISSION EXPIRES Aug. 9, 2001

TITLE CERTIFICATE

THE LANDS AS DESCRIBED AND SHOWN ON THIS PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY THE PERSON, PERSONS, OR ORGANIZATIONS EXCUTING THE DEDICATION, AND ALL ENCUMBRANCES, INCLUDING BUT NOT LIMITED TO MORTGAGES, LIENS, OR OTHER ENCUMBRANCES (IF ANY) AGAINST THE LAND, AND THE NAMES OF ALL PERSONS HAVING AN INTEREST IN SUCH ENCUMBRANCE, LIEN OR ENCUMBRANCE ARE LISTED BELOW.

(NONE)

BY: *Ernie D. Janni*
ERNE D. JANNI
A LICENSED FLORIDA ATTORNEY



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22 AND 27, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF ORCHID ISLAND - PLAT 10, ACCORDING TO THE PLAT THEREON, AS BEING THE POINT OF BEGINNING; THENCE SOUTH 79°41'27" WEST, A DISTANCE OF 423.94 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTH 20°22'25" EAST RADIAL TO THE AFORESAID CURVE, A DISTANCE OF 54.87 FEET; THENCE SOUTH 51°54'08" WEST, A DISTANCE OF 226.18 FEET TO A POINT OF BEGINNING; THENCE SOUTH 17°14' MORE OR LESS, BEING DEPARTING SAID LINE N0°31'46" E09.33' W, A DISTANCE OF 177.14 FEET, MORE OR LESS, NORTH 85°53'37" EAST, A DISTANCE OF 165.37 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 436.00 FEET, THE RADIAL POINT OF WHICH BEARS SOUTH 89°04'44" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 436.00 FEET, A DISTANCE OF 94.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 965.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 177°24'6", A DISTANCE OF 286.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 177°24'6", A DISTANCE OF 100.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 115°30'09", A DISTANCE OF 100.79 FEET TO THE POINT OF BEGINNING.

*COVENANTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT AREA FILED IN OFFICIAL RECORD BOOK 839 PAGE 372.

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

CERTIFICATION OF CLERK

I, JEFFREY K. BARTON, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF ORCHID ISLAND - PLAT 18 AND THAT IT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177 OF THE STATE OF FLORIDA, AND IS FILED FOR RECORD IN SAID COUNTY IN OFFICIAL RECORD BOOK 839 PAGE 372, AND REFERRED ON PAGE 374 OF SAID PLAT BOOK TO THE CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA.



JEFFREY K. BARTON
CLERK OF THE CIRCUIT COURT
INDIAN RIVER COUNTY, FLORIDA
By: *James Clark*
DEPUTY CLERK

TOWN OF ORCHID CERTIFICATE OF APPROVAL

I, C. WARREN CRANDALL, AS MAYOR OF THE TOWN OF ORCHID, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY OFFICIAL ACTION OF ITS GOVERNING BODY, THE TOWN COUNCIL, IN EVIDENCE WHEREOF, I HAVE HEREUNTO SET MY HAND AS MAYOR AND SEAL OF SAID TOWN THIS 21 DAY OF APRIL, 1998.

C. Warren Crandall
MAYOR, TOWN OF ORCHID

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE

I KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 20/21/98, HE COMPLETED THE SURVEY OF THE LANDS DESCRIBED AND PLATTED OR SUBDIVIDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND EACH PERMANENT CONTROL POINT WILL BE SET AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AS AMENDED AND THE TOWN OF ORCHID PLATING ORDINANCE, AND THAT SAID LAND IS LOCATED IN THE TOWN OF ORCHID.

DATED: April 22, 1998 SIGNED: *David M. Jones*

DAVID M. JONES
REGISTERED LAND SURVEYOR
STATE OF FLORIDA



THIS INSTRUMENT PREPARED BY:
KNIGHT, AGUIRE & ASSOCIATES, INC.
2901 CARDINAL DRIVE
VERO BEACH, FL 32963
(386) 231-2553

DATE OF PREPARATION: 12/15/1997

ORCHID ISLAND --- PLAT 18

PLAT 15

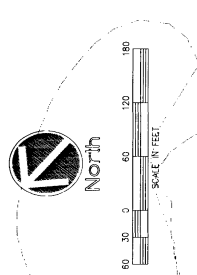
PLAT BOOK 15

PAGE 36A

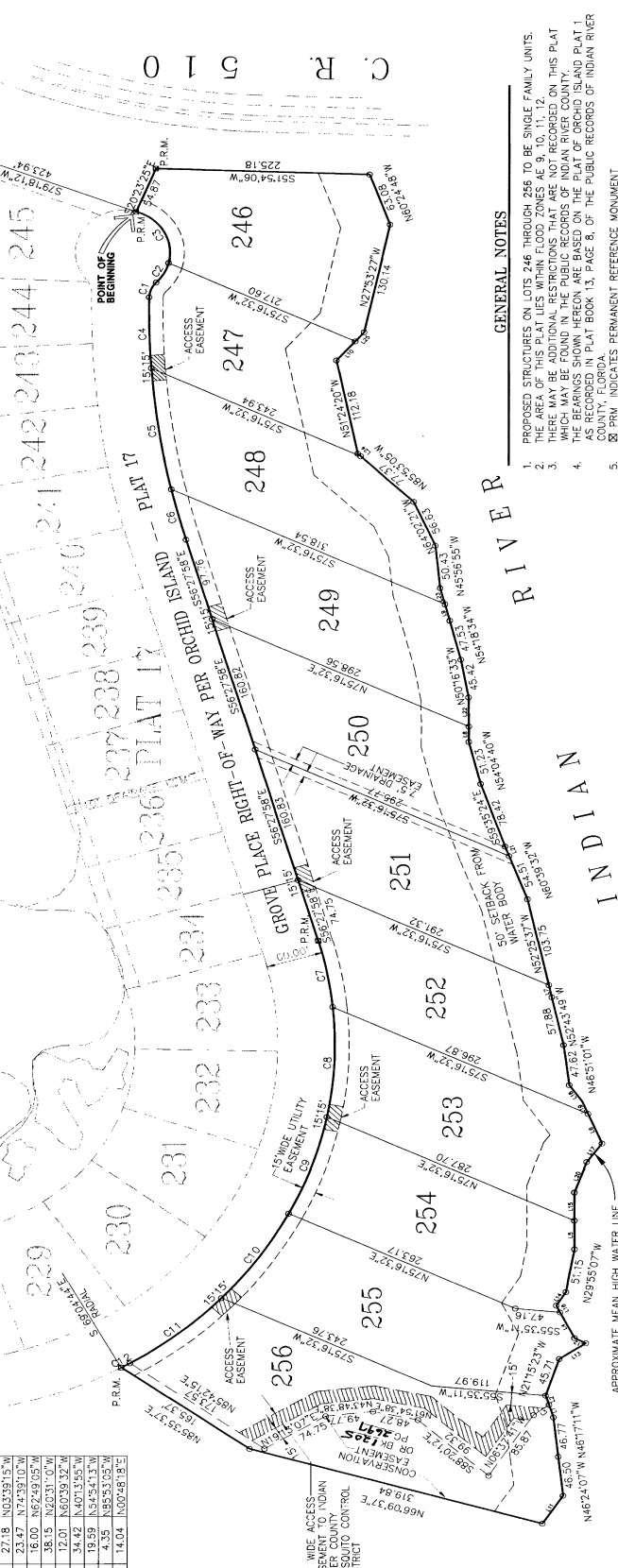
DOCKET NO. 1057013

A PORTION OF GOVERNMENT LOT 7
IN SECTION 22, TOWNSHIP 31 SOUTH, RANGE 39 EAST,
THE TOWN OF ORCHID, INDIAN RIVER COUNTY, FLORIDA

CURVE TABLE			
NO.	RADIUS	DELTA	TAN. CHORD BEARING
C1	25.00	19.36	44°21'56" 10.19 18.88 N170°41'14"W
C2	50.00	26.75	30°38'59" 13.70 26.43 S101°24'47"E
C3	50.00	77.32	83°33'53" 48.79 69.84 S69°50'11"E
C4	965.00	83.96	04°59'11" 42.02 83.96 N144°44'48"W
C5	965.00	44.55	03°34'58" 72.41 144.42 N48°31'55"W
C6	435.00	59.44	03°36'37" 30.79 61.36 N57°38'40"W
C7	435.00	59.44	07°27'07" 55.85 110.72 S108°44'30"E
C8	435.00	130.72	15°58'30" 60.92 120.66 S04°29'42"E
C9	435.00	122.26	16°06'13" 61.54 121.66 S04°29'42"E
C10	435.00	123.49	16°15'53" 62.16 123.07 S12°28'50"W
C11	435.00	10.36	01°21'52" 5.18 10.36 S20°17'43"W



POINT OF COMMENCEMENT ORCHID ISLAND --- PLAT 10 AS RECORDED IN PLAT BOOK 6, PAGE 51 INDIAN RIVER COUNTY, FLORIDA



15' WIDE ACCESS PER ORCHID ISLAND DISTRICT

CONSERVATION OR BAY PRESERVATION DISTRICT

APPROXIMATE MEAN HIGH WATER LINE NOT APPROVED BY F.D.E.P.

GENERAL NOTES

- PROPOSED STRUCTURES ON LOTS 246 THROUGH 256 TO BE SINGLE FAMILY UNITS.
- THE AREA OF THIS PLAT LIES WITHIN FLOOD ZONES AE 9, 10, 11, 12.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT AND YOU SHOULD CHECK WITH THE PUBLIC RECORDS OF INDIAN RIVER COUNTY.
- THE BEARING SHOWN HEREIN IS BASED UPON THE MEAN HIGH WATER LINE AS RECORDED IN PLAT BOOK 13, PAGE 8, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.
- PPM INDICATES PERMANENT REFERENCE MONUMENT
- POP INDICATES PERMANENT CONTROL POINT
- THIS PROPERTY MAY BE SUBJECT TO FLOODING DURING A 100 YEAR BASE FLOOD EVENT. YOU SHOULD CONTACT LOCAL BUILDING AND ZONING OFFICIALS AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY.

LINE TABLE	
NO.	LENGTH BEARING
L1	19.45 S57°28'23"W
L2	20.15 S57°28'23"W
L3	20.15 S57°28'23"W
L4	33.97 N65°13'22"E
L5	33.65 N40°14'56"W
L6	38.00 N62°49'05"W
L7	14.68 S52°25'37"W
L8	18.23 S40°14'53"W
L9	20.10 S45°41'13"W
L10	29.71 N0°48'18"E
L11	39.51 N06°20'53"W
L12	13.04 S77°44'05"W
L13	33.19 N16°35'15"E
L14	19.03 N07°27'12"W
L15	33.24 N46°43'36"W
L16	8.91 N66°33'22"W
L17	27.78 N03°39'13"W
L18	23.97 N74°39'10"W
L19	6.00 N62°49'05"W
L20	12.00 N02°30'00"W
L21	12.00 N02°30'00"W
L22	34.42 N00°18'55"E
L23	19.59 S45°41'13"W
L24	4.35 N85°51'03"W
L25	14.04 N00°48'18"E

THIS INSTRUMENT PREPARED BY:
KNIGHT, MCGUIRE & ASSOCIATES, INC.
2801 CARDINAL DRIVE
VENO BEACH, FL 32963
(407) 231-2535

DATE OF PREPARATION: 12/12/1987

Exhibit C

Improvements Site Plan and Side Access Easement Area

$L=123.32'$, $R=435.00'$
 $CHB=S12^{\circ}54'30''W$, $CH=122.90'$
 $\Delta=016^{\circ}14'33''$

$S85^{\circ}35'37''W$ 165.37'

PROPOSED 15 FOOT WIDE EASEMENT FROM GROVE PLACE FOR BENEFIT OF IRMC

UNPLATTED
 CONSERVATION AREA
 O.R.B. 3099, PAGE 349

15' ACCESS EASEMENT
 TO INDIAN RIVER
 COUNTY MOSQUITO
 CONTROL DISTRICT

CONSERVATION EASEMENT
 O.R.B. 1205, PAGE 2697

$N19^{\circ}15'07''E$ 74.75'

30.45'

PROPOSED ACCESS PATH
 (HATCHED AREA)

PROPOSED
 RETAINING
 WALL
 LOCATION

$N43^{\circ}48'38''E$ 49.77'

PROPOSED
 RETAINING
 WALL
 LOCATION

PROPOSED ACCESS PATH
 (HATCHED AREA)

$N61^{\circ}54'38''E$ 48.27'

LOT 256
 FORMBOARD LOCATION
 TOP OF FORM

PROPOSED
 CONCRETE
 DRIVEWAY

PROPOSED
 COVERED
 ENTRY

PROPOSED
 GARAGE
 ELEV.=9.0'

PROPOSED
 PAVER
 DRIVEWAY

PROPOSED
 ROCK
 DRIVEWAY

ACCESS
 EASEMENT

$219.22'$ (M)
 $219.20'$ (D)

15.25'

$N75^{\circ}16'32''E$ 219.22'

15.06'

POINT OF BEGINNING
 LESS AND EXCEPT PARCEL
 (NE CORNER OF LOT 255)

$S75^{\circ}16'32''W$ 243.76'

LESS AND EXCEPT PARCEL

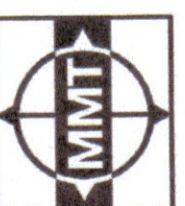
15' UTILITY
 EASEMENT

GROVE PLACE
 60' R/W
 PLAT BOOK 15, PAGE 32

$L=10.56$, $R=435.00$
 $\Delta=001^{\circ}23'30''$

EXISTING
 CONCRETE
 DRIVEWAY

TRANSFORMER
 PAD

DATE:	1/11/2022	FILE NO.:	6845	DRAWN BY:	DMT	SCALE:	1"=20'	DRAWING NAME:	6845-EX.dwg	 Masteller, Moler & Taylor, Inc. Professional Surveyors and Mappers Land Surveying Business LB 4644 1655 27th Street, Suite 600, Vero Beach, Florida 32960 Phone: (772) 425-5350 Fax: (772) 794-8847 www.mmtsurvey.com	723 GROVE PLACE MOSQUITO CONTROL ACCESS EASEMENT	SHEET NO.:	1 OF 1
				APPROVED BY:	DMT								

REIMBURSEMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of February, 2022, by and between the **Indian River Mosquito Control District**, a Florida special district, (hereinafter referred to as **DISTRICT**) and **Indian River Lagoon Restoration and Enhancement, LLC**, a Florida Limited Liability Company (hereinafter referred to as **IRLR&E**), to provide as follows:

WHEREAS, **IRLR&E** desires to construct culverts and other improvements to support hydrologic improvements to an existing mosquito impoundment basin that is operated by the **DISTRICT** and located on County-owned property described as McCuller's Point (aka Sand Point) mosquito impoundment basin, in Indian River County Florida, hereinafter referred to as the "Project"; and

WHEREAS, under the terms hereinafter stated, the **DISTRICT** evaluated the Project and is willing to construct the Project, provided that **IRLR&E** reimburses the **DISTRICT** for 100% of the eligible costs to construct the Project; and

WHEREAS, **IRLR&E** agrees to reimburse the **DISTRICT** for 100% of the eligible construction costs related to the Project and the **DISTRICT** agrees to accept said reimbursement under the terms and conditions of this Agreement; and

WHEREAS, this Agreement is in the best interests of the health, safety, and welfare of the County and the **DISTRICT**.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the **DISTRICT** and **IRLR&E** hereby agree as follows:

1. The above-stated recitals are incorporated herein as if fully set forth herein.
2. The U.S. Army Corps of Engineers (USACE) has issued Permit # SAJ-2020-01423 (SP-JDP) authorizing the construction of the Project, which is attached hereto and incorporated herein as Exhibit "A."
3. **IRLR&E** shall reimburse the **DISTRICT** one hundred percent (100%) of the actual construction costs associated with the Project upon the completion of the work as accepted by **IRLR&E** in an estimated amount of \$153,863.56. See detailed estimate at

Exhibit B. In the event final construction costs are more or less than the estimate, **IRLR&E** shall be responsible for the full amount of the actual costs of construction.

4. For the purposes of this Agreement, eligible construction costs shall mean the actual costs incurred by the **DISTRICT** reasonably related to the construction of the Project, including but not limited to labor, material, work equipment, tools, installation, and administration costs as required to construct the Project in accordance with the approved USACE permit, applicable local ordinances, state and federal regulations and the attached Exhibit B.

5. To obtain payment for reimbursement, **DISTRICT** shall submit to **IRLR&E** an original invoice plus one copy together with any other information or documentation which may be reasonably required by **IRLR&E** to review and confirm the adequacy of the payment reimbursement request no later than sixty (60) days after the Project has been completed and accepted by **IRLR&E**. Invoices shall designate the nature of the services performed.

6. **DISTRICT** shall supervise and direct the installation and construction of the Project in a workmanlike and safe manner, applying such skills and expertise as may be necessary to perform the work in accordance with the approved permit. **DISTRICT** shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction and installation of the Project.

7. This Agreement shall be effective as of the date of last execution hereof by the Parties hereto (the "Effective Date") and remain in effect until the Project is completed and the **DISTRICT** has been fully reimbursed. This Agreement may be terminated with or without cause with sixty (60) days written notice. If so terminated, **IRLR&E** shall promptly pay District for all work done related to Project until the date of termination.

8. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth in §768.28, *Florida Statutes*, **IRLR&E** agrees to indemnify, defend, and hold harmless **DISTRICT** against any actions, claims or damages arising out of the work as described in this Agreement, except for those arising from the **DISTRICT'S** sole negligence.

9. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Indian River County, Florida.

10. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the construction or installation of the Project. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

**INDIAN RIVER MOSQUITO CONTROL
DISTRICT**

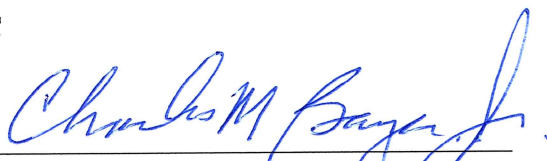
By: _____

Name: _____

Title: _____

Date: _____

**INDIAN RIVER LAGOON
RESTORATION AND ENHANCEMENT,
LLC**

By:  _____

Name: Charles M. Bayer, Jr.

Title: Manager

Date: February 7, 2022

DEPARTMENT OF THE ARMY PERMIT

Permittee: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC
11300 US HWY. 1, SUITE 100
PALM BEACH GARDENS, FL 33408

Permit No: SAJ-2020-01423 (SP-JDP)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The Permittee is authorized to perform the following activities:

1. Develop two (2) single-family residential lots requiring discharge of clean fill material into 0.873 acre of waters of the U.S. (WOTUS);
2. Install 0.089 acre of elevated dock structures over Section 10 waters/wetlands associated with the two (2) single-family residential lot development; and
3. Install five (5) new culverts and optional replacement of two (2) existing culverts, requiring only minor incidental filling/dredging, supporting hydrologic improvements to the existing McCullers Point mosquito impoundment basin.

The work described above is to be completed in accordance with the 15 pages of drawings and 9 attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with the Indian River Lagoon Watershed (12-digit Hydrologic Unit Code 030802030307; St. Sebastian River – Indian River). The site is located along the east shoreline of Chambers Cove, along the western side of Sago Palm Road, within Sections 13 and 18, Township 32 South, Range 40 East, in the City of Indian River Shores, Indian River County, Florida (Latitude: 27.693393°; Longitude: -80.379868°).

Directions to site: From Interstate 95 (I-95) south, take CR 510 east to SR A1A; take SR A1A south to Fred R. Tuerk Drive; take Fred R. Tuerk Drive west to a gated community (Johns Island Community); after passing through the gate the project site is

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 2 of 13

approximately 800 feet and on the left (west) side of Sago Palm Road. The site is not accessible to the general public.

Approximate Project Coordinates:

Lot Development Site:	Latitude	27.693393°
	Longitude	-80.379868°
McCullers Point Site:	Latitude	27.680120°
	Longitude	-80.377471°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **August 9, 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 3 of 13

to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

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

Special Conditions:

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

The Permittee shall reference this permit number, SAJ-2020-01423(SP-JDP), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (**Attachment**).
3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (**Attachment**) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:
 - a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.
 - b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 4 of 13

Certification By Professional Engineer” form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or “As-Built Certification By Professional Engineer” form does not constitute approval of any deviations by the Corps.

- c. Include the Department of the Army permit number on all sheets submitted.

4. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida

Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

5. **Species Under the Purview of NOAA Fisheries:** Incidents where Johnson's seagrass, or any individuals of whale, sea turtle, sturgeon, sawfish, coral, or other species listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Jacksonville District of the U.S. Army Corps of Engineers at 904-232-1177. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.
6. **National Marine Fisheries Service's Jacksonville District's Programmatic Biological Opinion (JAXBO) Project Design Criteria (PDC) Conditions:** The Permittee shall comply with the following PDCs and special conditions to ensure the project does not have an adverse impact on listed species protected under Section 7 of the Endangered Species Act.
 - a. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with the National Marine Fisheries Service's "PDCs for in-Water Activities" dated November 20, 2017, provided as an **Attachment** to this permit.
 - i. **Daylight Hours:** All activities must be completed during daylight hours.

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 6 of 13

- ii. **Listed Species Observers:** All construction personnel are responsible for observing water-related activities to detect the presence of listed species and avoid them.
7. **Protected Species - Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” provided as an **Attachment** to this permit.
8. **Protected Species - Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006, and provided as an **Attachment** to this permit.
9. **Protected Species - North Atlantic Right Whale:** Information describing the presence of North Atlantic right whales and the Federal regulations governing the approach to North Atlantic right whales is provided as an **Attachment** to this permit.
10. **Essential Fish Habitat:**
 - a. All construction shall be land-based (occur from uplands) and prohibit construction from barges or other vessels, to the greatest extent practicable.
 - b. Best management practices shall be implemented to minimize impacts to adjacent seagrass, salt marsh, and mangrove habitats during construction. The best management practices should include use of staked double turbidity curtains and silt fencing around the work areas. Staked double turbidity curtains shall be installed when in-water work is occurring in the vicinity and only removed after turbidity within the curtains has returned to background levels.
11. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's “Standard Protection Measures for the Eastern Indigo Snake” dated August 12, 2013, as provided in an **Attachment** of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

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minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

12. Turbidity/Erosion Controls: Best management practices for turbidity/erosion control shall be used when performing any activity authorized in this permit. The permittee agrees that all wetland areas and surface waters outside of the specific limits of construction authorized in this permit must be protected from erosion, siltation, scouring or excess turbidity and dewatering.

- a. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters (borrow pit). The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.
- b. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures (i.e. silt fences) along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

13. Fill Material: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

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14. **Dredged Material Disposal:** The Permittee shall place any/all dredged material in a self-contained, upland disposal site. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.
15. **Mitigation Bank Credit Purchase:** Within 30 days from the date of initiating the work authorized by this permit, the Permittee shall provide verification to the Corps that 0.89 credit(s) of M-WRAP Estuarine federal mitigation bank credits have been purchased from the CGW Mitigation Bank (SAJ-1996-05563). The required verification shall reference this project's permit number (SAJ-2020-01423).
16. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
17. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Cocoa Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

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Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

() Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

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e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 11 of 13

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)

8/6/21

(DATE)

Charles H. Stevens Secretary, Strickland Development Corp, Manager
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

PALMER.JOHN.

Digitally signed by
PALMER.JOHN.C.1364675034

C.1364675034

Date: 2021.08.09 10:26:03
-04'00'

August 9, 2021

(DISTRICT ENGINEER)

(DATE)

Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2020-01423

PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2020-01423

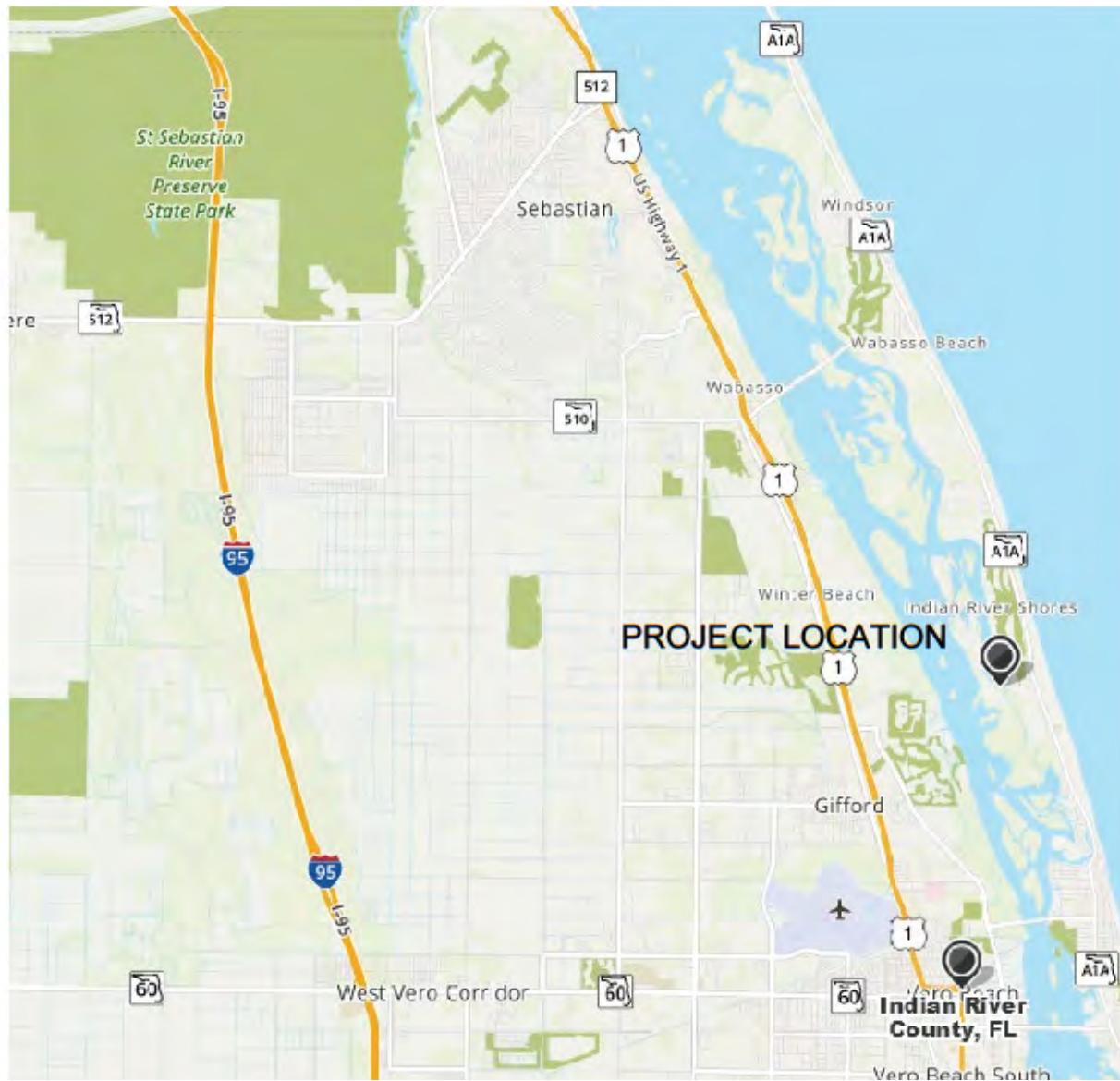
PERMITTEE: INDIAN RIVER LAGOON RESTORATION AND ENHANCEMENT, LLC

PAGE 13 of 13

***Attachments to Department of the Army
Permit Number SAJ-2020-02267***

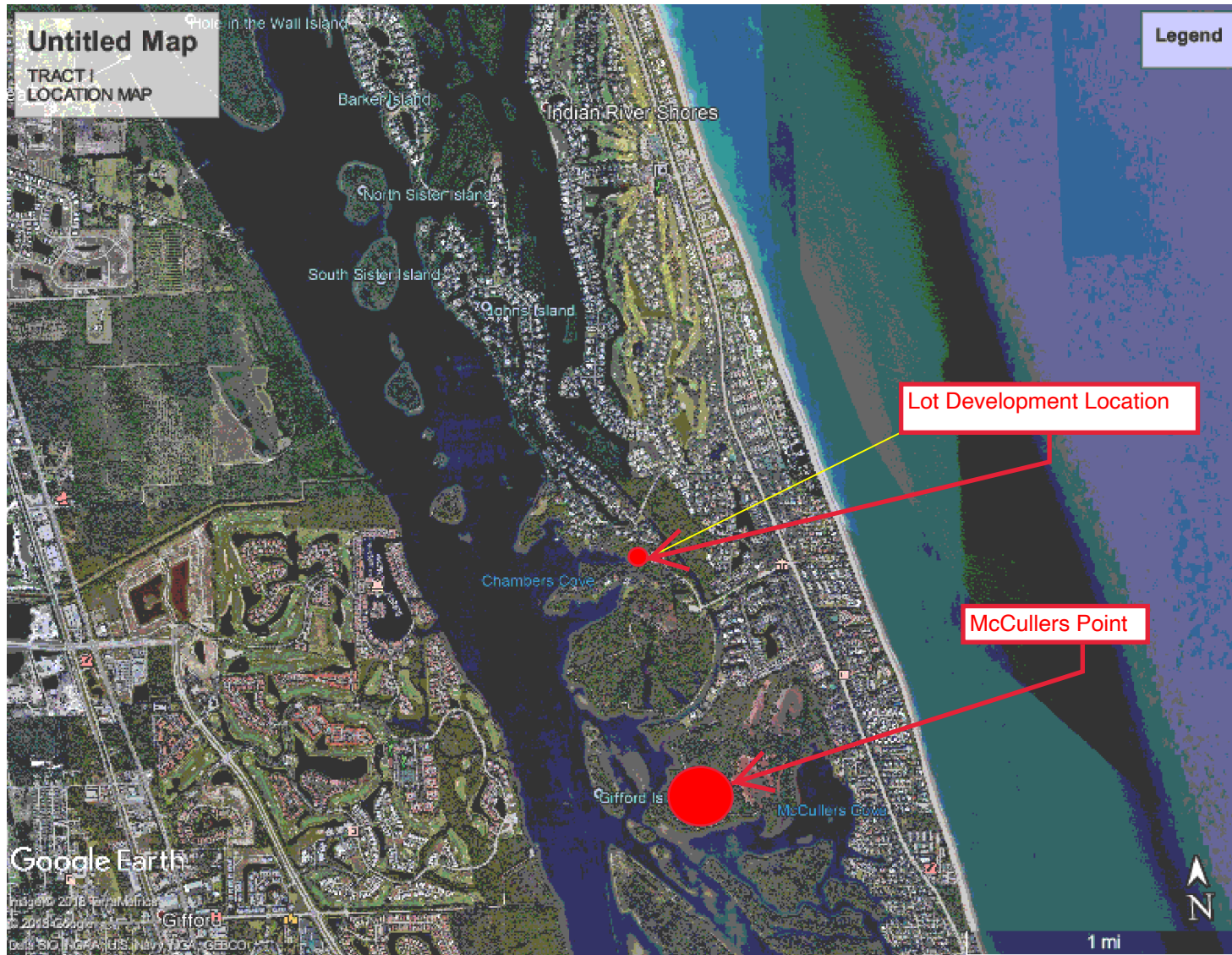
1. PERMIT DRAWINGS: 15 pages
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 6 pages.
3. NMFS – JAXBO PDCs FOR IN-WATER ACTIVITIES CONDITIONS: 3 pages
4. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
5. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
6. RIGHT WHALE EDUCATION CONDITIONS: 1 page
7. EASTERN INDIGO SNAKE CONDITIONS: 4 pages
8. COMMENCEMENT NOTIFICATION FORM: 1 page
9. AS-BUILT CERTIFICATION FORM: 2 pages

ATTACHMENT 1
PERMIT DRAWINGS
15 PAGES



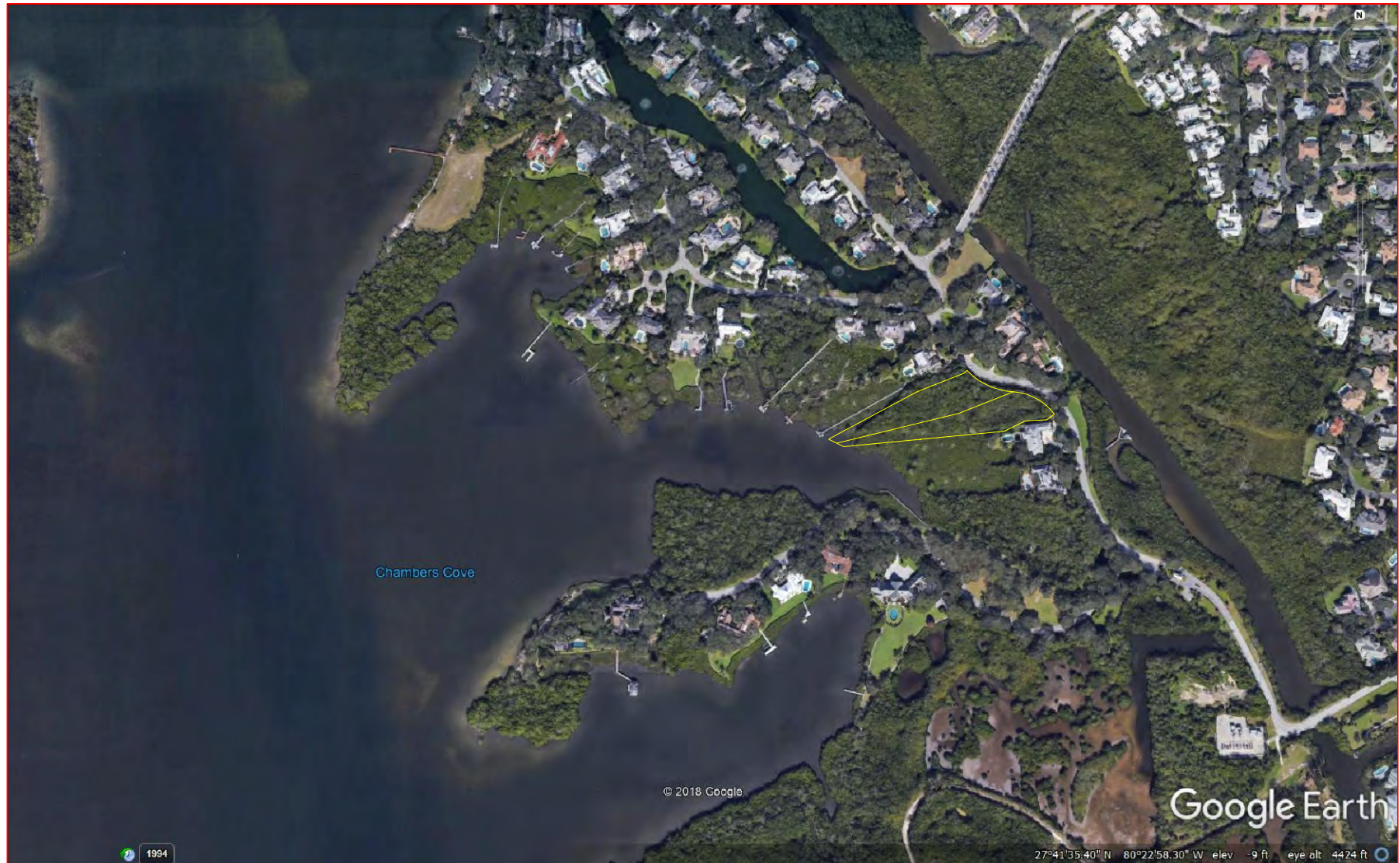
LOCATION MAP

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963



LOCATION AERIAL PHOTO

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963



CHAMBERS COVE CURRENT
AERIAL PHOTO 2018

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963



MHWL EL. (-)0.63 NAVD

MHWL ADDED 10-25-2020
 RETAINING WALL
 ADDED 6-2-2021

PLAN E
 RETAINING WALL

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963



MHWL EL. (-)0.63 NAVD

MHWL ADDED 10-25-2020
RETAINING WALL
ADDED 6-2-2021

UPLAND MOUND LOCATIONS
WITHIN THE FILL AREA
PLAN E

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963



MHWL EL. (-)0.63 NAVD

DIRECT WETLAND IMPACTS 0.873 AC

MHWL ADDED 10-25-2020
 RETAINING WALL
 ADDED 6-2-2021

DIRECT WETLAND IMPACTS
 PLAN E

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963



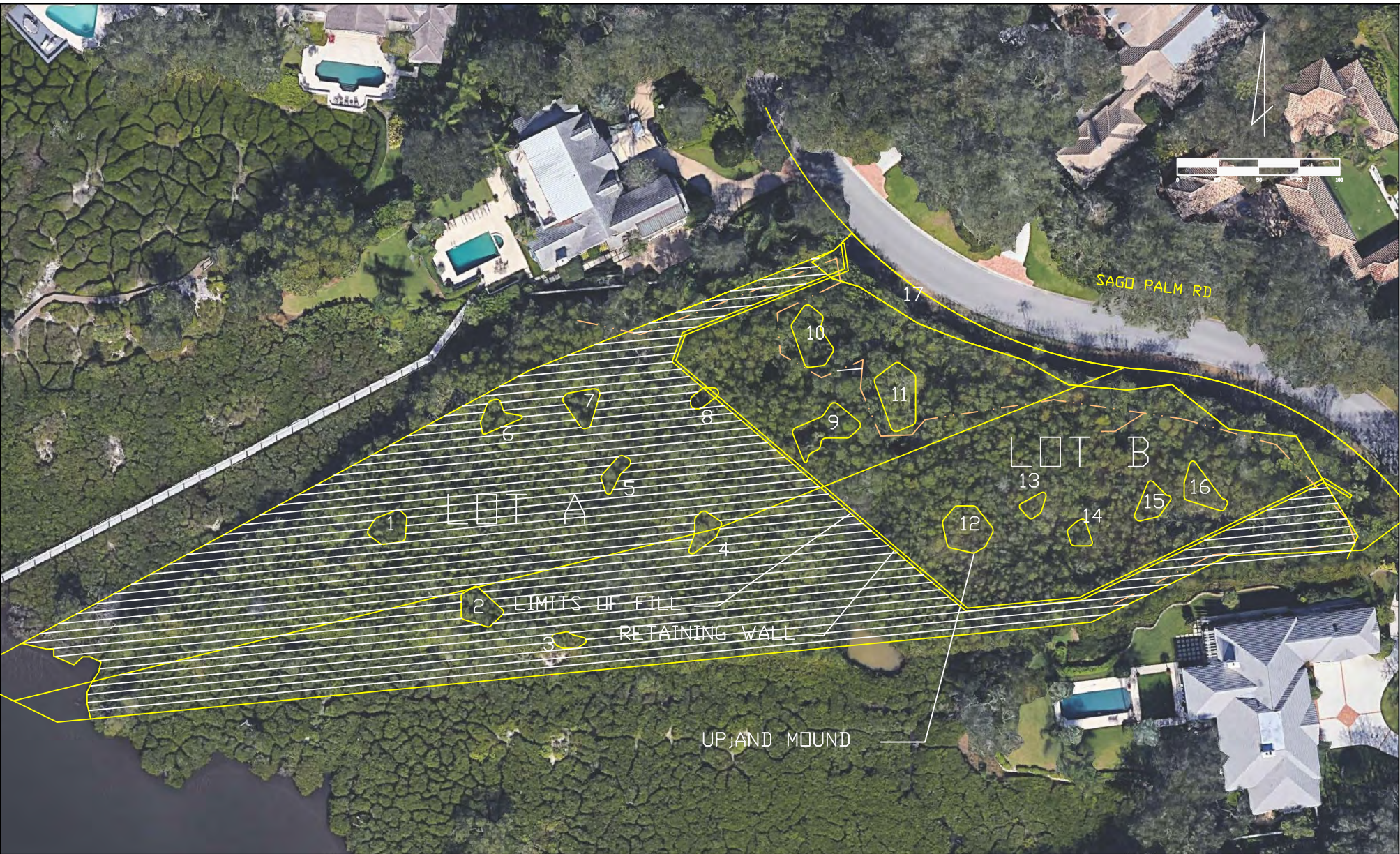
MHWL EL. (-)0.63 NAVD

DIRECT WETLAND IMPACTS BELOW MHWL 0.654 AC

MHWL ADDED 10-25-2020
 RETAINING WALL
 ADDED 6-2-2021

DIRECT WETLAND IMPACTS
 BELOW MEAN HIGH WATER LINE
 PLAN E

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963



MHWL EL. (-)0.63 NAVD

SECONDARY IMPACTS TO WETLAND 1.845 AC.

MHWL ADDED 10-25-2020
 RETAINING WALL
 ADDED 6-2-2021

SECONDARY IMPACTS
 TO WETLANDS
 PLAN E

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963

LOT 73

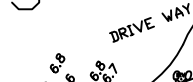
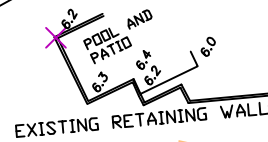
LOT 72

JOHNS ISLAND PLAT 29

LOT 4

LOT 3

LOT 5



SAGO PALM RD

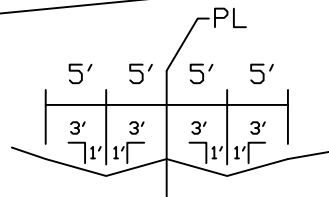
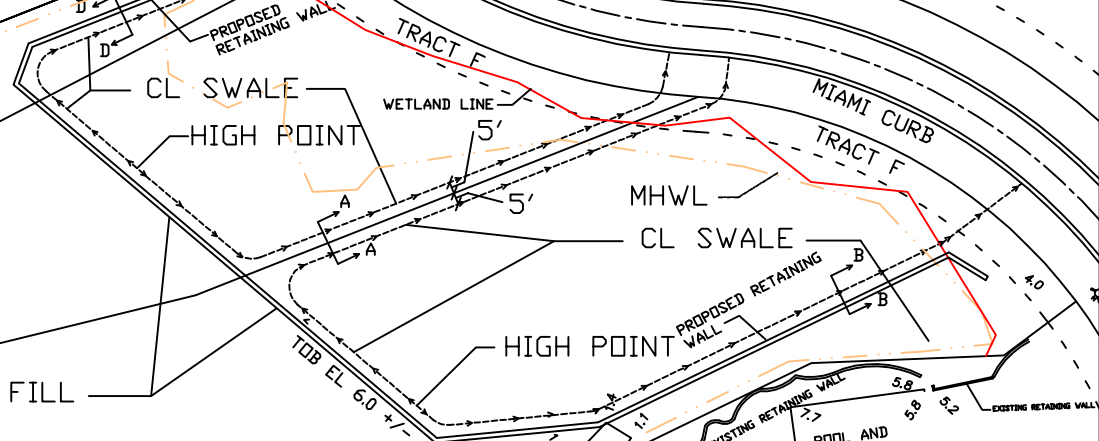
C

LOT A

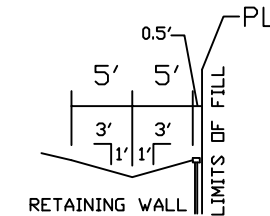
TRACT I

LIMITS OF FILL

LOT B



SECTION A - A



SECTION B - B
SECTION D - D

NOTE: RETAINING WALL TO BE CONSTRUCTED UNDER SEPERATE PERMIT

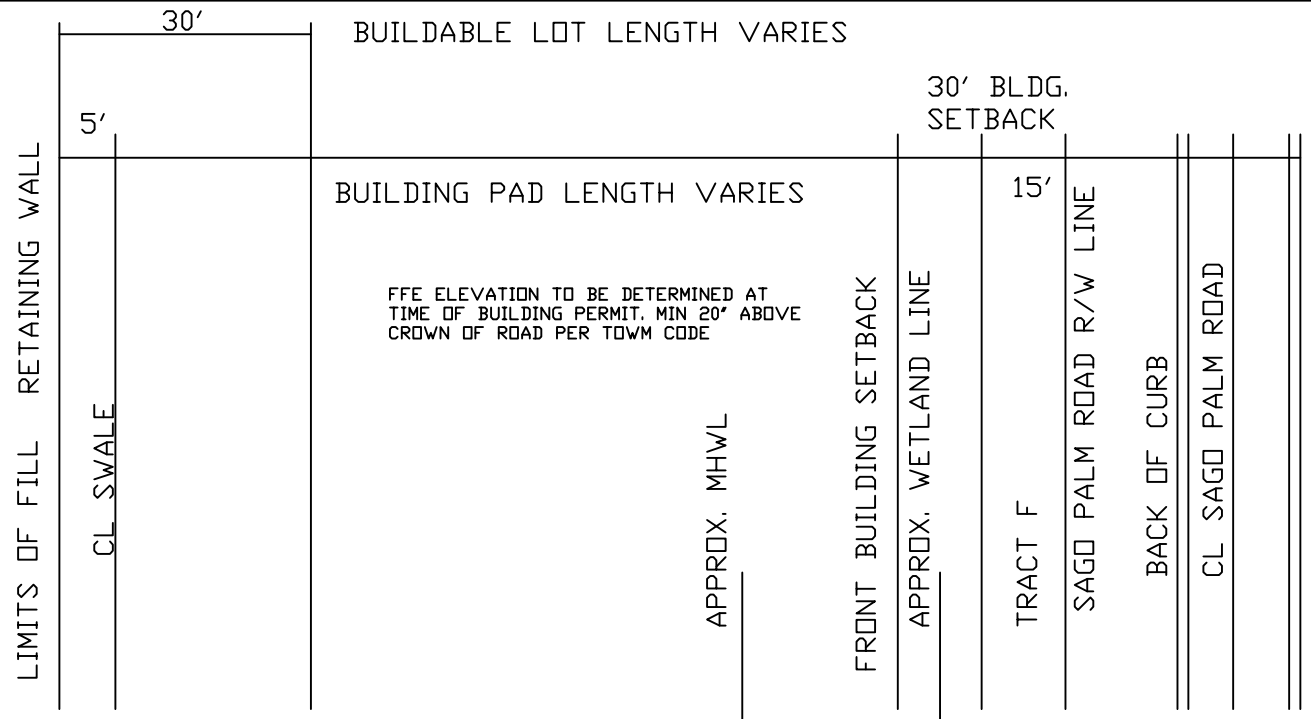
NOTE: TOP OF RETAINING WALL EL. 6.0 +/-
ELEVATIONS ARE REFERENCED NGVD 1929 DATUM

JOHNS ISLAND PLAT 33

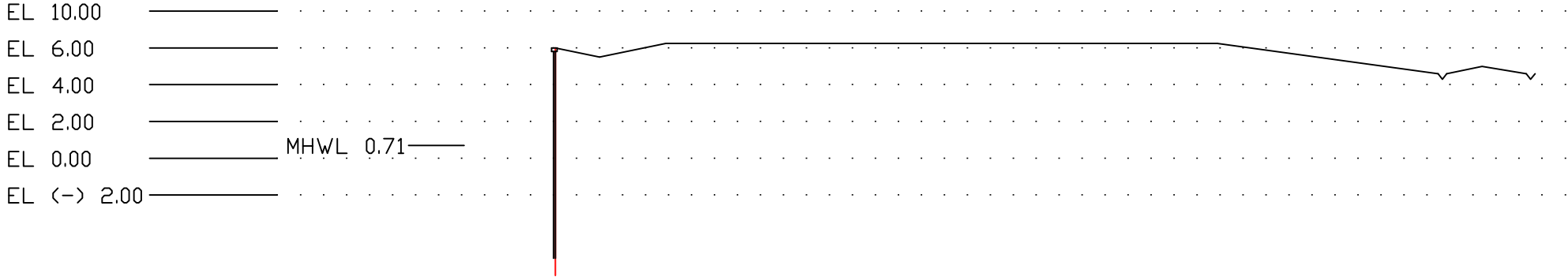
MHWL ADDED 10-25-2020
MHWL EL. (->)0.63 NAVD

GRADING PLAN PLAN E

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963



LOT TO BE FILLED TO EL. 6.5 +/-



ELEVATIONS ARE REFERENCED NGVD 1929 DATUM

NOTE: SWALE TO BE SODDED WITH BAHIA. THE BALANCE OF THE FILL AREA TO BE STABILIZED WITH A MIXTURE OF BAHIA AND RYE GRASS.

NOTE: RETAINING WALL ADDED 12-23-2020.

CROSS-SECTION C - C

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963

LOT 73

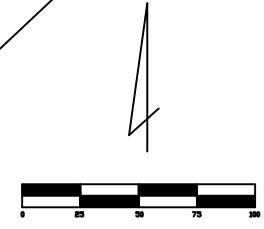
LOT 72

LOT 4

JOHNS ISLAND PLAT 29

LOT 3

LOT 5



15' UTILITY EASEMENT

SAGO PALM RD

TRACT F

MIAMI CURB

TRACT F

LOT A

TRACT I

LOT B

LIMITS OF FILL

4' WIDE ACCESS PIER
ELEVATED 5' ABOVE MHW

4' WIDE ACCESS PIER
ELEVATED 5' ABOVE MHW

12.00'
7.99'
4.56'
2.53'

6' X 20'
TERMINAL END
3' ABOVE MHW

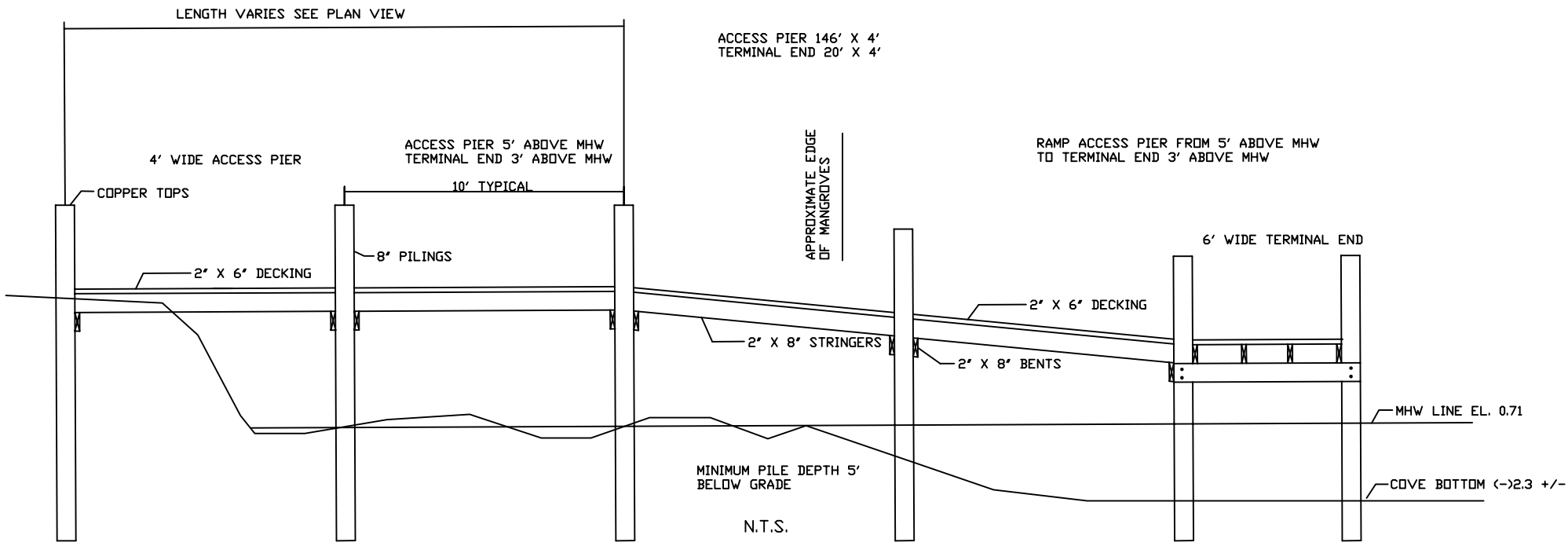
215' 288' 20'

LOT 2

TRACT F, UTILITY EASEMENT ADDED 7-9-19
TERMINAL END DIMENSIONS AND
CONSTRUCTION TIMING NOTE ADDED 7-10-19

PLAN E DOCK PLAN

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963

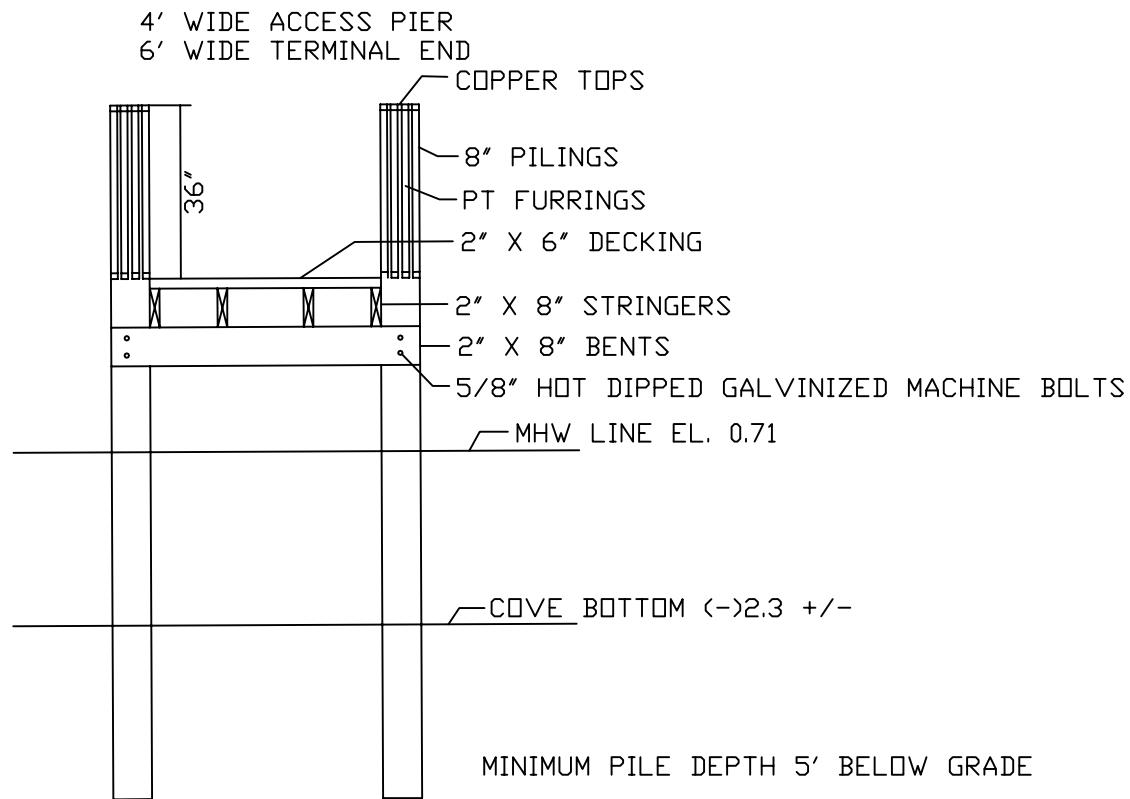


NOTE: THIS DOCK IS LOCATED ON PRIVATELY OWNED SUBMERGED LANDS.

NOTE: ELEVATIONS REFERENCE NGVD 1929 DATUM

DOCK
TYPICAL SECTION

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963

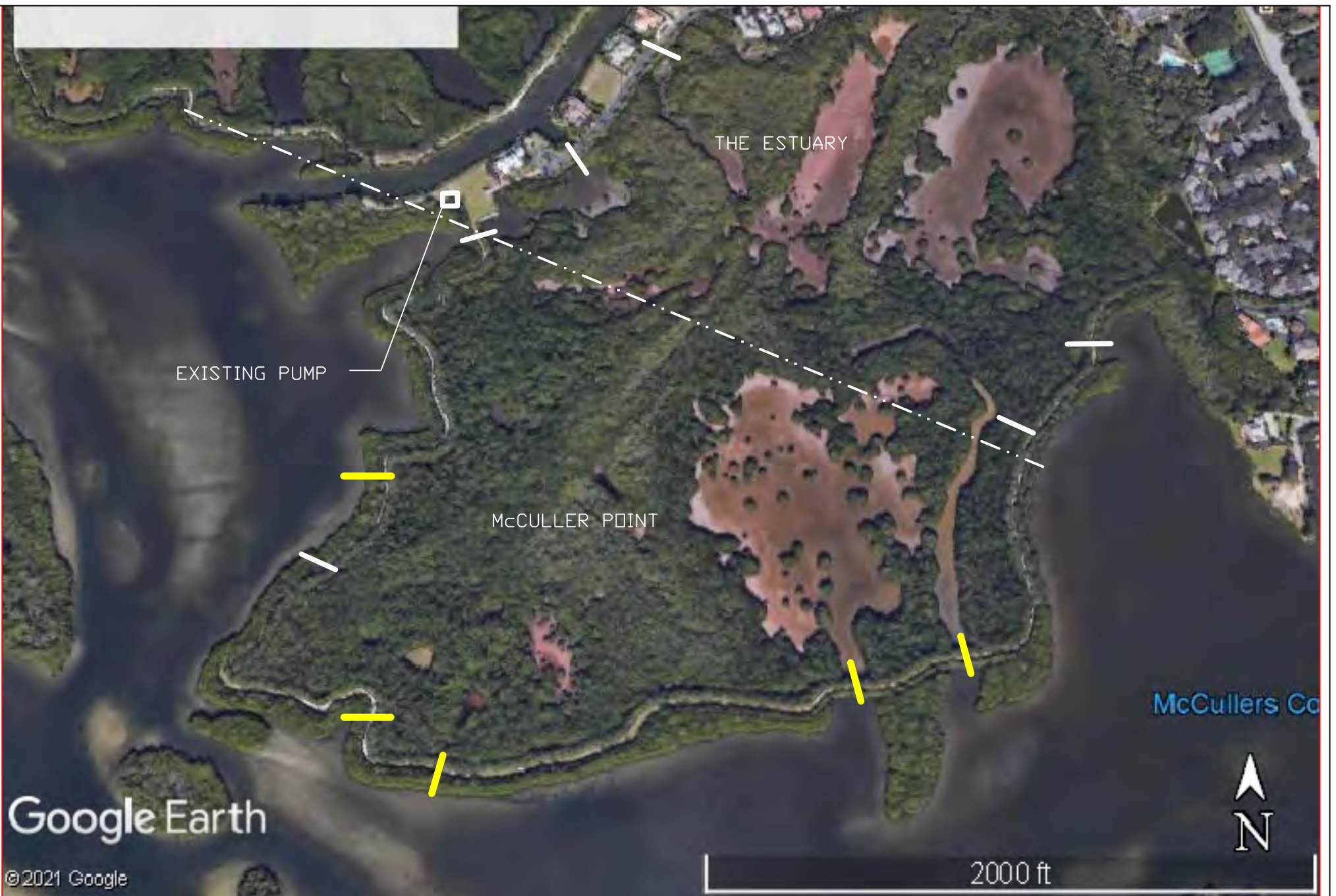


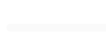
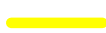
TYPICAL SECTION A - A
N.T.S.

NOTE: ELEVATIONS REFERENCE NGVD 1929 DATUM

DOCK
SECTION A - A

RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963

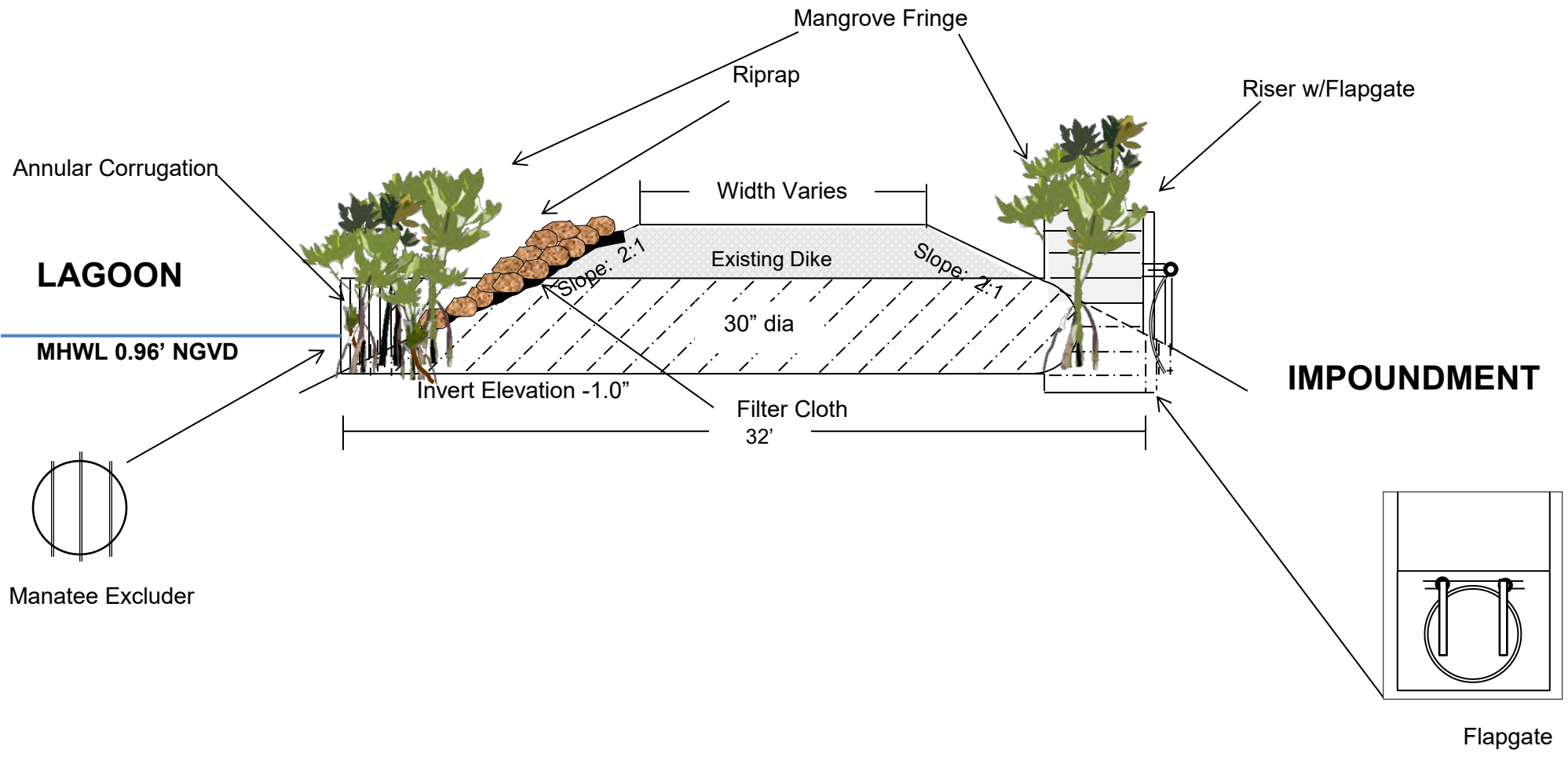


-  EXISTING CULVERT
-  PROPOSED CULVERT

McCULLERS POINT

RUBICON CONSULTING, LLC
 1995 W. BAREFOOT PLACE
 VERO BEACH, FL 32963

IRMCD's Culvert in Dike Configuration Culverts 1, 2, 5 & 6



*All rip rap will be placed above the MHWL

NOTE: Drawing is Not to Scale

ATTACHMENT 2
WATER QUALITY CERTIFICATION
6 PAGES

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 18848-8

DATE ISSUED: June 11, 2019

PROJECT NAME: Indian River Lagoon Restoration and Enhancement, LLC - Tract I

A PERMIT AUTHORIZING:

Dredge and Fill of two single family house pads; associated piers, and mangrove trimming for a 2.974-acre project and restoration and enhancement at McCullers Point Impoundment; known as the Indian River Lagoon Restoration and Enhancement, Tract I, as per plans received by the District on March 18, 2019.

LOCATION:

Section(s): 18 Township(s): 32S Range(s): 40E
13 32S 39E
Indian River County

Receiving Water Body:

Name	Class
Indian River Lagoon	III Marine, IW

ISSUED TO:

Indian River Lagoon Restoration and Enhancement, LLC
11300 US 1 Ste 100
Palm Beach Gardens, FL 33408-3208

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 11, 2019

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Fariborz Zanganeh
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 18848-8
Indian River Lagoon Restoration and Enhancement, LLC - Tract I
DATED: June 11, 2019

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
17. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
18. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

23.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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

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

use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

24. The proposed project must be constructed and operated as per plans and mitigation plan received by the District on March 18, 2019.
25. The functional value derived from the mitigation plan authorized under this permit fully offsets the proposed impacts. Any excess functional value from the approved mitigation plan shall not be used to mitigate future or additional impacts associated with any permit.

ATTACHMENT 3

NMFS – JAXBO PDCs FOR IN-WATER ACTIVITIES CONDITIONS

3 PAGES

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting** of interactions with protected species:
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft. in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft. of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
 - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Activity: Pile-Supported Structures

- 1) **Lighting:** If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website:
<http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

ATTACHMENT 4
MANATEE CONDITIONS
2 PAGES

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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

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

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

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

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



ATTACHMENT 5

SEA TURTLE – SAWFISH CONDITIONS

1 PAGE



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



ATTACHMENT 6
RIGHT WHALE EDUCATION CONDITIONS
1 PAGE

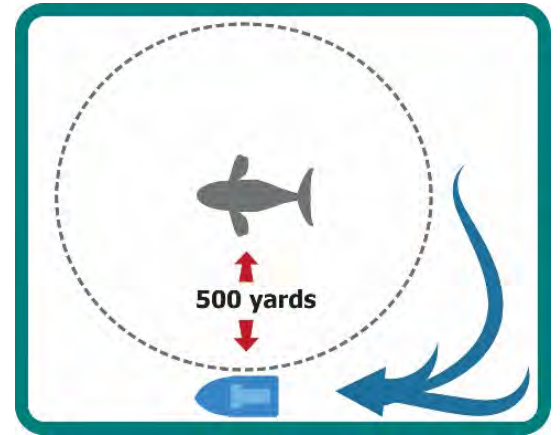
Federal Regulations Governing the Approach to North Atlantic Right Whales



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

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

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



2. Updates can be downloaded from:
 - a. http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale_northatlantic.htm, or
 - b. www.ecfr.gov

ATTACHMENT 7
EASTERN INDIGO SNAKE CONDITIONS
4 PAGES

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

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Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

ATTACHMENT 8
COMMENCEMENT NOTIFICATION FORM
1 PAGE

COMMENCEMENT NOTIFICATION

*Within 10 days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2020-01423(SP-JDP)

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

ATTACHMENT 9
AS-BUILT CERTIFICATION FORM
2 PAGES

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Within sixty (60) days of completion of the authorized work, submit this form and one set of as-built engineering drawings via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, but not to exceed 15 MB) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3697.

1. Department of the Army Permit Number: SAJ-2020-01423(SP-JDP)

2. Permittee Information:

Name: _____

Address: _____

3. Project Site Identification (physical location/address):

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

Signature of Engineer

Name (*Please type*)

(FL, PR, or VI) Reg. Number

Company Name

City

State

ZIP

(Affix Seal)

Indian River Mosquito Control District

INVOICE



Date: 1/21/22
 Invoice #: 2021-003
 For: Sand Pointe

Bill To: Indian River Lagoon
 Restoration and
 Enhancement, LLC

5655 41st Street
 Vero Beach, FL 32967
 Phone: (772) 562-2393
 Fax: (772) 562-9619

DESCRIPTION	Quantity	Unit Cost	Units	AMOUNT
INFRASTRUCTURE			SUBTOTAL	\$33,040.50
Culvert w/riser 30-foot	3	\$2,654.50	30"x 30'	\$7,963.50
Culvert w/riser 40-foot	2	\$3,226.00	30"x 40'	\$6,452.00
Flapgate	5	\$2,950.00		\$14,750.00
Crab Collar	5	\$700.00		\$3,500.00
Manatee Excluder	5	\$75.00		\$375.00
MATERIALS			SUBTOTAL	\$43,920.00
Plywood (over pavers)	55	\$64.00	3/4-inch 4'x8'	\$3,520.00
Survey Stakes	2	\$40.00	50/bundle	\$80.00
Eco Waddles	4500	\$1.00	feet	\$4,500.00
Turbidity Curtain	4	\$330.00	50'	\$1,320.00
Filter Cloth	12	\$475.00	roll (15'X300')	\$5,700.00
Headrock	3	\$1,800.00	load(22 tons)	\$5,400.00
Shell Stabilizer / Road Base (2 loads/culvert)	10	\$400.00	load (22 tons)	\$4,000.00
Shell Stabilizer / Road Base (dike improvement)	40	\$400.00	load (22 tons)	\$16,000.00
Hydroseed	40	\$85.00	load	\$3,400.00
EQUIPMENT USE			SUBTOTAL	\$23,930.00
Skid Steer 1	200	\$38.72	hour	\$7,744.00
Skid Steer 2	160	\$38.72	hour	\$6,195.20
DW60	160	\$57.70	hour	\$9,232.00
Mini Excavator	40	\$18.97	hour	\$758.80
EQUIPMENT RENTALS			SUBTOTAL	\$8,280.00
DW60	1	\$3,000.00	month	\$3,000.00
Compactor	2	\$2,500.00	week	\$5,000.00
Street sweeper	1	\$280.00	day	\$280.00

DESCRIPTION	Quantity	Unit Cost	Units	AMOUNT
STAFF TIME			SUBTOTAL	\$37,366.22
Operator	200	\$54.05	hour	\$10,810.00
Operator	200	\$37.07	hour	\$7,414.00
Operator/Survey & Driver	200	\$38.60	hour	\$7,720.00
Operator/Survey	64	\$48.93	hour	\$3,131.52
Driver	160	\$33.02	hour	\$5,283.20
Field Supervisor	50	\$60.15	hour	\$3,007.50

SUBTOTAL	\$146,536.72
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Administrative Fee Rate	5.00%
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Administrative Fee Total	\$7,326.84
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OTHER	\$0.00
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TOTAL	\$153,863.56
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Make all checks payable to Indian River Mosquito Control District. If you have any questions concerning this invoice, contact Lisa Ridley, (772) 562-2393, L.Ridley@irmosquito2.org

JANICE BRODA, COMMISSIONER
MATT ERPENBECK, COMMISSIONER
TOM LOWTHER, COMMISSIONER
SHERRY BURROUGHS, EXECUTIVE DIRECTOR



MEMORANDUM

Date: February 8, 2022

To: Board of Commissioners

From: Sherry Burroughs & Lisa Ridley

Subject: Single Estimate Approval / Security & Fencing Project

The attached estimate from Cathco, Inc. is being presented for approval to award the project as proposed. The District security & fencing project requires construction of a concrete island at the first automated entrance gate. The district began the process of requesting estimates for this project on November 9, 2021. After contacting (13) vendors, Cathco, Inc. has been the only vendor to submit a proposal for this project. This project is a prerequisite for the gate installation.

Staff members have reviewed the attached proposal and are recommending award of this project to Cathco, Inc.



CATHCO, INC.

5550 41st STREET * VERO BEACH, FL 32967 * (772) 562-8814 * FAX (772) 562-0173
cathcoinc@bellsouth.net

Date: January 26, 2022

To: Indian River Mosquito Control District

Proposal For: North Gate Site Work
Vero Beach, Florida

We hereby propose to furnish labor, equipment and materials for the following:

Please See Attached Bid Breakdown for Quantities and Cost

NOTES:

1. Price is Valid for Work to be Completed by June 2022, Cathco to be Compensated for Cost Increases Beyond that Date.

SPECIFICALLY EXCLUDED FROM THIS PROPOSAL ARE THE FOLLOWING ITEMS:

Permits; Engineering; Bonds & Fees; Sod, Seed & Mulch, and Landscaping; Irrigation System; Repair/Relocation of Existing Utilities/Services in Conflict with this Work; Removal, Disposal and Replacement of Unsuitable Materials; Demucking; Layout; As-Built Drawings; Testing; NOI; Erosion Control; Temp. Parking; Power Pole Removal/Relocation; Gates or Fencing; Conduits or Sleeves; Gate Sensors;

This bid is based solely on the plans as drawn and dated 9-2-21 by EDB Architects and Associates, P.A.

Due to volatility in the worldwide asphalt and/or concrete market, prices for asphalt and/or concrete quoted wherein are at current prices and locked in per acceptance period below. Asphalt and/or concrete shall become null and void should the price of liquid asphalt or other material change due to conditions out of our control. Should the Federal Court render as adverse decision on the Lake Belt ruling, aggregate may become too scarce to guarantee supply. Asphalt and/or prices included in this quotation would become null and void. Should an area-wide shortage of mix materials (aggregates and/or liquid asphalt) occur beyond the control of Cathco Inc., Cathco Inc. will not be the responsible party for increases and/or impacts to the project schedule.

Vendor	Date Plan Specifications Submitted	Status
Catchco, Inc	11/9/2021	Proposal received
Mark Odom Construction	11/30/2021	12/9/2021 Vendor unable to provide service estimate for entire project, partial project quote received 12/9/2021. 1/4/2022 E-mailed contractor requesting quote for entire island
RF Concrete Construction, Inc.	11/30/2021	No Response
Cove Concrete	12/13/2021	No Response
Indian River Project Management	12/13/2021	Job out of scope for company declined to submit proposal.
Coner Stone Concrete	12/17/2021	No Response
Hearndon Construction	12/22/2021	No Response
Pete Cassara Concrete	1/6/2022	Left Message 1/4/2022
Titan Construction	1/20/2022	Left Message 12/17/2021
1st Choice Concrete LLC		Left Message 12/17/2021
Affordable Concrete		Phone no longer in service
Heritage Contracting Services		Left Message 1/4/2022
David Troska Masonry		



MEMORANDUM

Date: January 28, 2022

To: The Board of Commissioners

Thru: Sherry Burroughs

From: Johanna Avril

Subject: Review of Solicitation and Distribution on IRMCD Property Policy

Staff would ask the Board to review and approve the Solicitation and Distribution on IRMCD Property Policy as seen below:

“In order to prevent disruptions in the efficient operation of IRMCD and interference with an employee’s work and the work of others, the following rules apply to the solicitation and distribution of literature on IRMCD properties.

- A. Persons not employed by IRMCD and persons who are not a member of IRMCD may not solicit sell or distribute any literature on IRMCD property for any purpose at any time, nor come on IRMCD property for such purposes without the permission of IRMCD.
- B. Employees may not solicit other employees for membership or subscription for any public or private enterprise or for gifts of any nature during either employee’s working time.
- C. The circulation or passing of any petition or notices or other printed material among employees during working time is prohibited.
- D. Distribution of any literature, pamphlets or other material in work areas is prohibited. “Work areas” includes any area where the work of an employee is performed. “Work areas” does not include employee restrooms or parking lot.
- E. Distribution of literature includes the circulation of passing of any petition or notices or other printed material for retention by the employees. Working time includes the working time of both the employee doing the solicitation or distribution and the employee to whom it is directed. Working time does not include lunchtime, break time, time before and after work, and any other time that employees are not scheduled to work. “

At this time Staff recommends keeping policy as written with no changes.



MEMORANDUM

Date: February 8, 2022

To: BOARD OF COMMISSIONERS

From: SHERRY BURROUGHS, LISA RIDLEY

Subject: TIMELINE FOR AUDITOR SELECTION PROCESS

The District's contract with the current auditor can be renewed through fiscal year ending 2023 with Board approval. A decision not to renew the agreement with the current auditing firm would necessitate implementation of Statutory guidelines for selection of an auditing firm. The following is a proposed timeline to ensure compliance for the start of FY 2021-2022 audit.

May Board Meeting

- Form Audit Committee (Board of Commissioners)
- Adopt selection procedures (see page 2)
- Review proposed Request for Proposal (draft attached)
- Direct staff to make any revisions and advertise

June Board Meeting

- Open RFPs

July Board Meeting

- Review RFPs and prepare list of top three firms
- Rank firms
- Direct designee to negotiate with top ranked firm

August Board Meeting

- Review proposed contract and, if acceptable, approve contract

SUMMARIZED AUDIT COMMITTEE PROCEDURES
(from F.S. 218-391)

1. ESTABLISH THE AUDIT COMMITTEE who will fulfil the required procedures for selecting an auditing firm
2. THE AUDIT COMMITTEE WILL ESTABLISH FACTORS TO USE FOR THE EVALUATION OF AUDIT SERVICES. Such factors shall include but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.
3. PUBLICLY ANNOUNCE REQUESTS FOR PROPOSALS. The Public Notice must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration
4. PROVIDE INTERESTED FIRMS WITH A REQUEST FOR PROPOSAL. The request for proposal shall include information on how proposals are to be evaluated and other such information the committee determines is necessary for the firm to prepare a proposal. that includes evaluation criteria and any other information the Committee determines is necessary to interested firms
5. EVALUATE PROPOSALS PROVIDED BY QUALIFIED FIRMS.
6. RANK AND RECOMMEND IN ORDER OF PREFERENCE NO FEWER THAN THREE FIRMS DEEMED TO BE THE MOST HIGHLY QUALIFIED TO PERFORM THE REQUIRED SERVICES AFTER SONSIDERING THE ESTABLISHED FACTORS. *(If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.)*
7. ENTER CONTRACT NEGOTIATIONS one firm at a time in order of preference starting with the top-ranked firm. Inability to negotiate a satisfactory contract will formally terminate negotiations with that firm and negotiations will begin with the next ranked firm. The Board may allow a designee to conduct negotiations on its behalf. In the event no satisfactory contract is negotiated with any of the selected firms, the Committee shall select additional firms and shall continue negotiations until an agreement is reached

INDIAN RIVER MOSQUITO CONTROL DISTRICT
5655 41st Street
VERO BEACH, FLORIDA 32967
PH: 772-562-2393
FAX: 772-562-9619

REQUEST FOR PROPOSALS FOR
ANNUAL FINANCIAL AUDIT SERVICES

The Indian River Mosquito Control District is requesting proposals from certified public accounting firms duly licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy to perform the annual audit of the District's financial statements.

Sealed proposals must be received by the Indian River Mosquito Control District at the District's offices located at 5655 41st St. (South Gifford Road), by ***Time, Date*** at which time they will be opened publicly and read. Proposals received after the cut-off date and time will not be considered. The District time stamp shall be conclusive as to the timeliness of filing. The District is not responsible for the U.S. Mail or private couriers in regard to parcels being delivered by a specified time so that a proposal can be considered.

Detailed information required for the proposal, and all necessary information and instructions for submitting proposals may be obtained in person from the office of the Finance Director at the District's offices, between the hours of 7:00 AM and 3:00 PM, workdays, or phone, FAX or email request to:

Indian River Mosquito Control District
5655 41st Street
Vero Beach, FL 32967
Phone: 772-562-2393
FAX: 772-562-9619
e-mail: irmcd@irmosquito2.org

Applicants and individuals acting on behalf of such applicant should not lobby the District's personnel or Board members since such activity will result in the rejection and disqualification of said applicant for the District Auditor position. For purposes of this Request for Proposals, the term "lobbying" is defined as an action taken by an individual, firm, association, joint venture partnership, syndicate, corporation or others seeking to influence the selection process by or through the District's Board Members or personnel after the initial publication of this Notice and through the time that an award recommendation is issued by the District's Board of Commissioners.

ISSUED at Vero Beach, Florida this ***DATE***

INDIAN RIVER MOSQUITO CONTROL DISTRICT

BY: _____

Sherry Burroughs, Director

REQUEST FOR AUDITING SERVICES

The Indian River Mosquito Control District is seeking accountants and accounting firms interested in performing the District's yearly audit and the District's Other Post Employment Benefits Trust yearly audit with a 3-year contract containing an option to renew for an additional 3 years. Typically, the audits are performed in November with a draft report presented to the Board of Commissioners in January or February of each year.

These audits must be conducted in accordance with auditing standards applicable to financial audits for local governmental entities in the United States of America as contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. The audit must also be in compliance with all applicable Governmental Accounting Standard Board (GASB) Statements. This local government audit must meet the requirements of the State of Florida's Auditor General's office.

During the **DATE** Board meeting the submitted proposals will be opened publicly and read. Information provided in the Proposal shall include the following:

- 1) Title page showing the RFP subject, the name of the firm, address, telephone number, the name of the contact person, and the date.
- 2) A statement setting forth the proposer's understanding of the work to be done and a positive commitment to perform the work within the specified time period.
- 3) The location of the office from which the work is to be done and the number of personnel in that office who would be working on the audit.
- 4) An identification of the partners, managers and supervisors who will work on the audit. Resumes for each managerial and supervisory person to be assigned to the audit should be submitted.
- 5) A description of the proposer's experience in preparing governmental financial statements.
- 6) A listing of Florida counties, municipalities, and special districts for which the proposer is currently providing or within the last five years has provided audit services.
- 7) A statement regarding the amount of the firm's general liability insurance and errors and omissions (i.e. professional) insurance.

Proposals will be evaluated based on the requirements of this Request, the ability of the candidate's personnel, the candidate's experience, the candidate's ability to furnish the required services, past performance, and results of recent external quality control reviews. An overview of the District's operations and a summary of its financial structure are attached.

Questions regarding this request for proposals may be directed to Sherry Burroughs, Director, or Lisa Ridley, Finance Director at 772-562-2393.

CONDITIONS APPLICABLE TO AUDITING SERVICES PROPOSALS

1. Proposals shall be submitted in sealed envelopes and must be received no later than the time and date specified on the advertisement enclosed as Page 1. Proposals received after the cut-off date and time will not be considered. The District time stamp shall be conclusive as to the timeliness of filing. The District is not responsible for the U.S. Mail or private couriers in regard to parcels being delivered by a specified time so that a proposal can be considered. Proposals are to be delivered or sent to:

Indian River Mosquito Control District
5655 41st Street
Vero Beach, FL 32967

2. Envelopes shall be clearly marked as "PROPOSAL TO PROVIDE AUDITING SERVICES" and the bidder's name shall be clearly marked on the envelope.
3. IRMCD's Board of Commissioners, and IRMCD reserve the right to reject any and all proposals.
4. IRMCD's Board of Commissioners, and IRMCD retain the right to request additional information from proposers and failure to provide the information could result in rejection of a proposal.
5. IRMCD's Board of Commissioners, and IRMCD reserve the right to retain proposals and use ideas from them.
6. IRMCD's Board of Commissioners, and IRMCD are not obligated in any manner to reimburse firms for costs incurred in connection with responding to the RFP.

Summary of District Financial Structure

1. FY 2020-2021 budget - \$6.7 million
2. Payroll - \$1.6 million
3. State-certified mosquito control program
4. Fund structure - Local and OPEB funds
5. Participation in FEMA grants may reach the single audit threshold
6. Member of Florida Retirement System pension plan
7. Accounting software – QuickBooks Pro 2021