

**HARBOUR WATERWAY
SPECIAL DISTRICT
Agenda**

Tuesday
March 10, 2020
7:00 pm

Resurrection Episcopal Church
12355 Fort Caroline Rd.
Jacksonville, FL. 32225

I. Introduction

- a. Call to Order
- b. Roll Call / Quorum

II. Administrative

- a. Approval of Minutes
 - i. *Minutes from February 11, 2020*

III. District Business

- a. Reed Island Spoil Site
 - i. Reed Island – COJ Park Development
 - ii. Tamarix Survey
 - iii. SJLE Easement and Dredging Agreement; Resolution 2020-03
 - iv. Add Parcels adjacent to canal system to District; Resolution 2020-04
- b. Spoil Site License Agreement
 - i. RIM – Spoil Site Development / Excavation Credit
 - ii. Isle of Palms – Proposed edits to License Agreement
- c. Waterway Rules & Regulations
 - i. 4449 Harbour N Ct; Wayne & Theresa Delucia
 - ii. Barbara “Bobbie” Cotes & Jerry Hann – 11245 Portside Dr
Bulkhead & Dock approval
 - iii. Aubrey Caudle – 4413 Harbour Island Dr – Dock Approval
 - iv. Dock and boat lift repairs

IV. Financial

- a. HWSD 2019 non-Ad Valorem Assessment – Update
- b. HWSD 2018 non-Ad Valorem Rebate – Update
- c. HWSD FY 2020 – 21 Proposed Budget; Resolution 2020 - 05
- d. Approval to disburse funds

V. District Schedule

- a. Next Scheduled Board Meeting
 - i. *April 14, 2020 – Resurrection Episcopal Church*

VI. Other Business

- a. Legal and Compliance Issues

VII. Comments and Questions from Audience

VIII. Adjournment of HWSD Meeting

HARBOUR WATERWAY SPECIAL DISTRICT

Meeting Minutes

Tuesday, March 10, 2020

I. Introduction

The Harbour Waterway Special District (HSWD) meeting of the Board of Supervisors was held at the Resurrection Episcopal Church on March 10, 2020. The meeting was called to order at 6:59pm. In attendance were Ricardo Fornos, Mark Todd, David Prysock, Wally Lovely and District Manager Stanley Pipes. It was noted that there was a quorum present. Harbour Waterway attorney Wayne Flowers was present. Caroline Birtalan was present as recording secretary.

II. Administrative

Approval of minutes from February 11, 2020 – Motion made to approve the minutes as written; motion carried.

III. District Business

Reed Island Spoil Site- A representative from the USACE, a representative from COJ Parks and Recreation, and Stanley Pipes surveyed the site to locate invasive species, “Salt Cedar.” In addition to the Salt Cedar, there were roughly five Brazilian Cherry plants found. Both invasive species will be eradicated soon. An easement and dredging agreement was discussed between the Harbor Waterway Special District and St Johns Landing Estates. The agreements would be a three-year term with two renewals. The boat ramp would be dredged every three years up to 1,000 cubic yards. HWSD would provide disposal capacity for the dredged material. In exchange, HWSD would receive an easement. A motion was made to approve Resolution 2020-03: Motion Carried.

A proposal was discussed to add marsh parcels adjacent to the canal system and HWSD district parcels in order to preserve and protect marsh lands adjacent to the District. There are 13 undeveloped marsh and wetland parcels to be added to the District. A motion was made to approve Resolution 2020-04; Motion carried

Spoil Site License Agreement-. ARC Surveying provided the final calculation for the total HWSD Spoil site capacity for Cell A and Cell B, which is 1,289,410 cubic yards. The total capacity for Cell A is 667,255 cubic yards and the capacity for Cell B is 622,155 cubic yards.

Isle of palms License Agreement – IOP is currently doing all their soil sampling. There are roughly 26 soil samplings that must be done.

Waterway Rules and Regulations- All estimates for repairs have come back from Top Dog. Bobbie Cotes & Jerry Hann at 11245 Portside Dr requested that the HWSD Board pay \$2,000 in emergency services that were done to their property. A motion was made to approve the additional payment of \$2,000 towards the emergency services that were done to 11245 Portside Dr; Motion Carried. The proposed plan for the new dock at 11245 Portside was shown and reviewed by the board. A motion was made to approve the dock as presented with amended fixed dock; Motion carried.

The dock at 4413 Harbour Island Dr, Aubrey Caudle has requested to add a boat lift. The boat lift plans were presented and examined by the board. A motion was made to approve the Boat Lift at 4413 Harbour Island Dr as presented; Motion carried.

IV. Financial

The HWSD FY 2020- 21 Proposed budget was reviewed by the board. The board is required to annually submit its budget to the city of Jacksonville for final approval pursuant to Section 2(6) of Chapter 86-392. A motion was made to approve Resolution 2020-05; Motion Carried.

Approval to disburse funds- A motion was made to approve the disbursements for meeting place, administrative, legal services, and District Manager totaling \$6,300; Motion Carried.

Total ending balance in the HWSD general fund as of February 29, 2020 is \$239,511.60. Projected total available funds in the HWSD general fund account as of June 30, 2020 is \$97,887.39.

V. District Schedule

Next scheduled Board Meeting- The next meeting is scheduled for April 14, 2020 at Resurrection Episcopal Church.

VI. Other Business

A letter will be sent to all homeowners explaining where to find the rules and regulations for the waterway.

Legal and compliance issues- Nothing new to report.

VII. Comments and Questions

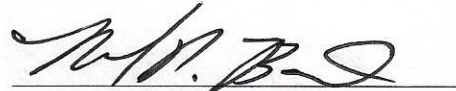
VIII. Adjournment

The meeting was adjourned at 8:50 PM. The next monthly Board of Supervisors Meeting is Scheduled for April 14, 2020.

Respectfully Submitted,



Caroline B. Birtalan
Recording Secretary



Robert P. Birtalan
Secretary / Treasurer

HARBOUR WATERWAY SPECIAL DISTRICT REED ISLAND SPOIL SITE

TOTAL HWSD SPOIL SITE - (Capacity 35.91 ac.)		
SPOIL SITE	1,564,212	sq. feet
- Average usable square footage inside the cell - (sq. ft. at the mid-point on the levees)	35.91	acres
- Depth of daily maximum cubic yards of slurry pumped into spoil site (no percolation)	1.62	inches
- Maximum depth of slurry pumped into spoil site - 30 days (no percolation)	48.73	inches
TOTAL SPOIL SITE CAPACITY		
- Average depth of spoil site cell	22.26	feet
- Cubic yards of material spread over entire spoil site per foot	57,934	cu yds per foot
- Total Capacity	1,289,410	cu yds
HWSD SPOIL SITE - CELL "A" - (Capacity 19.41 ac.)		
HWSD SPOIL SITE	845,419	sq. feet
- Average usable square footage inside the cell - (sq. ft. at the mid-point on the levees)	19.41	acres
- Perimeter - (3 sides only excludes cross berm)	3,144	feet
- Cubic yards of material spread over entire spoil site per foot	31,312	cu yds per foot
- Depth of daily maximum cubic yards of slurry pumped into spoil site (no percolation)	3.61	inches
- Maximum depth of slurry pumped into spoil site - 30 days (no percolation)	108.20	inches
TOTAL CELL "A" CAPACITY		
- Average existing depth of spoil site cell	4.99	feet
- Total Cell "A" Existing Capacity	156,285	cu yds
- Total Cell "A" New Capacity @ 35' Elv.	510,971	cu yds
TOTAL CELL "A" CAPACITY	667,255	cu yds
AVG DEPTH OF CELL A	21.31	feet
HWSD SPOIL - CELL "B" - (Capacity 16.5 ac.)		
SPOIL DISPOSAL AREA - CELL "B"	718,793	sq. feet
- Average usable square footage inside the cell - (sq. ft. at the mid-point on the levees)	16.50	acres
- Perimeter (3 sides outside levee; 1 side borders Cell "A" includes cross berm (812 feet))	3,510	feet
- Cubic yards of material spread over entire spoil site per foot	26,622	cu yds per foot
- Depth of daily maximum cubic yards of slurry pumped into spoil site (no percolation)	3.54	inches
- Maximum depth of slurry pumped into spoil site - 30 days (no percolation)	106.05	inches
- Total solid material pumped into spoil site - 30 days (no percolation)	39,213	cu yds
TOTAL CELL "B" CAPACITY		
- Average existing depth of spoil site cell -	4.99	feet
- Total Cell "B" Existing Capacity	132,770	cu yds
- Total Cell "B" New Capacity @ 35' Elv.	489,385	cu yds
TOTAL CELL "A" CAPACITY	622,155	cu yds
AVG DEPTH OF CELL B	23.37	feet

Note: Based on numbers supplied by ARC Surveying - March 2, 2020

**HARBOUR WATERWAY SPECIAL DISTRICT
RESOLUTION NO. 2020-03**

**A RESOLUTION OF THE HARBOUR WATERWAY SPECIAL DISTRICT,
DUVAL COUNTY, FLORIDA, APPROVING THE NEGOTIATION AND
EXECUTION OF A CONTRACT WITH ST JOHNS LANDING ESTATES
ASSOCIATION, INC. AND REED ISLAND MANAGEMENT, INC., TO
GRANT AN EASEMENT AND PROVIDE DREDGING SERVICES;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Harbour Waterway Special District ("HWSD"), was established through City of Jacksonville Ordinance No. 2010-725-E ("Ordinance") and given responsibility therein for maintenance of the system of canals located within the boundaries of the HWSD ; and

WHEREAS, the HWSD owns and operates a dredge disposal spoil site on Reed Island;
and

WHEREAS, Reed Island Management, Inc., a Florida corporation qualified to do business and conduct dredging projects in the State of Florida; and

WHEREAS, St Johns Landing Estates Association, Inc. (SJLE), a Florida non-profit corporation that owns parcels of land that provide land access to HWSD's spoil site; and

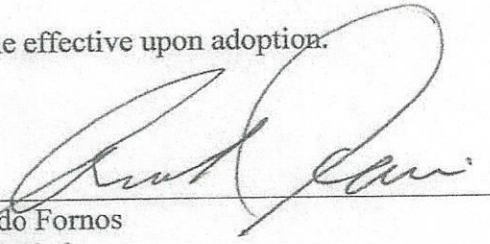
WHEREAS, the Board of Supervisors ("Board") of the HWSD desires to obtain an ingress and egress easement from St Johns Landing Estates Association, Inc. to access HWSD's spoil site.

NOW THEREFORE, BE IT RESOLVED by the Board of the HWSD:

Section 1. The Chairman of the Board, the Secretary/Treasurer or the District Manager is hereby authorized to negotiate and execute the contract attached hereto as Exhibit "A" with St Johns Landing Estates Association, Inc. and Reed Island Management, Inc. for the services described therein.

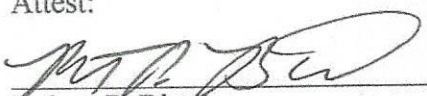
Section 2. This Resolution shall become effective upon adoption.

Passed and Adopted this 10th day of March, 2020.



Ricardo Fornos
Board Chair

Attest:



Robert P. Birtalan
Board Secretary / Treasurer

Prepared by and return to:

Wayne E. Flowers
Lewis, Longman & Walker, P.A.
245 Riverside Ave. Suite 510
Jacksonville, FL 32202

AGREEMENT FOR EASEMENT

THIS AGREEMENT FOR EASEMENT (“Easement Agreement”) is made and entered into as of the _____ day of _____, 2020 (the “Effective Date”) between **ST. JOHNS LANDING ESTATES ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is _____, Jacksonville, Florida 32202; Attention: Real Estate Division (“Grantor”), **HARBOUR WATERWAY SPECIAL DISTRICT**, a Florida dependent Special District created by the City of Jacksonville, Florida, through Ordinance No. 2010-725-E, whose mailing address is 11554 Starboard Drive, Jacksonville, Florida 32225 (“Co-Grantee” or “HWSD”), and **REED ISLAND MANAGEMENT, LLC**, a Florida limited liability company, whose mailing address is 601 Bryan Street, Jacksonville, FL 32202 (“Co-Grantee” or “RIM”).

RECITALS:

A. Grantor owns or controls certain private property consisting of a roadway (“Roadway”), which is a portion of Reed Island Drive and Reed Island Court and is depicted and described in the attached Exhibit “A” (“Easement Property”), which is hereby incorporated herein, together with security gates (“Gates”) which controls access to said roadway at each end thereof.

B. Co-Grantee HWSD owns real property located west of the Roadway, consisting of Real Estate Parcel Numbers 160259-0000 and 160258-0002, as designated by the Duval County Property Appraiser (“Spoil Disposal Site”). Grantee utilizes the Spoil Disposal Site for purposes for disposal of dredge spoil materials.

C. Between the north end of the Roadway and the Spoil Disposal Site, is a parcel of real property owned by the City of Jacksonville, Florida (“City”) and operated by the City as a public park (“City Park”). Pursuant to City Ordinance No. 2019-136, Grantee has certain construction and maintenance responsibilities related to the City Park. Access by road to the City Park and the Spoil Disposal Site currently exists only via the Roadway.

D. Co-Grantee RIM holds a multi-year contract with Co-Grantee HWSD through which it provides construction services to Co-Grantee HWSD on the Spoil Disposal Site, and through which Co-Grantee RIM owns dredge spoil disposal capacity within the Spoil Disposal Site.

E. Co-Grantee HWSD desires to have access by road to the City Park and Spoil Disposal Site to facilitate maintenance of the Spoil Disposal Site and the City Park and Co-Grantee RIM desires to have access by road to the Spoil Disposal Site to facilitate its use of same and to perform the construction services on the Spoil Disposal Site that it has contracted to do for Co-Grantee HWSD.

F. Grantor maintains a boat launch and dock (collectively "Boat Launch") that periodically needs dredging. Co-Grantee RIM is willing and able to provide dredging services at that location and Co-Grantee HWSD is willing and able to provide for disposal of any spoil dredged from that location at the Spoil Disposal Site.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by this reference. Any capitalized terms not otherwise defined herein shall have the meaning as set forth in the Purchase Agreement.

2. **Grant of Easement Rights.** Grantor hereby bargains, sells, grants and conveys unto Co-Grantees a non-exclusive easement upon the Easement Property over which Co-Grantees, and their employees, agents and contractors may pass and repass with vehicles, equipment and materials to be used in the construction and maintenance activities at the Spoil Disposal Site and the City Park ("Subject Area") in accordance with the terms and conditions provided herein. This instrument is not intended to and does not dedicate any portion of the Easement Area to the general public nor does this instrument create any rights in favor of the general public. Grantor agrees that it will provide Co-Grantees with keys and/or security codes necessary to pass through the security gates located at the entry on Reed Island Drive and at the entry to the City Park. If at any time during the term of this Easement the locking mechanism or security code is changed, Grantor will provide the Co-Grantees with the keys and/or security codes as necessary to pass through the security gates.

a. *Access Days and Hours:* Co-Grantees acknowledge that access to the Easement Area will not be unconditional access, instead, Co-Grantees agree that access to Easement Area, including access through Grantor's security gate shall be limited in time and duration to certain days and hours for security and welfare of the Grantor.

i. HWSD shall be issued up to two security code(s) or gate keys exclusively for HWSD employee(s) or HWSD Board members allowing access through the Easement Area 24 hours per day, seven days per week. HWSD acknowledges access code(s) shall only be used between the hours of 6PM and 6AM in case of emergencies.

ii. HWSD shall be issued up to five security code(s) allowing access for HWSD agents, vendors, licensees, contractors or subcontractors Monday through Friday 6AM to 6PM (EST) solely for the purpose of future maintenance, operation, and upkeep of the Subject Area.

iii. RIM / Brance Diversified, Inc. shall be issued up to two security code(s) for use exclusively by their company employees for access through the Easement Area Sunday through Saturday 6AM to 6PM (EST) solely for the purpose of future maintenance, operation, and upkeep of the Subject Area.

iv. RIM shall be issued up to seven security codes allowing access for RIM agents, vendors, licensees, contractors or subcontractors Monday



through Friday 6AM to 6PM (EST) solely for the purpose of future maintenance and upkeep of the Subject Area.

Grantor may elect to routinely re-issue security codes to Co-Grantees for agents, vendors, licensees, contractors or subcontractors to ensure unauthorized access is not occurring.

- b. Unauthorized Use: Co-Grantees acknowledge that use of the non-exclusive easement is being granted so as to construct, operate, maintain and/or repair the Subject Area. Co-Grantees acknowledge and agree that any vendors, agents, licensees, contractors or subcontractors shall not engage in any activities that are not related to the maintenance, operation, construction or repair of Subject Area during access hours. Co-Grantees agree that any illegal or non-authorized use of Easement Area, SJLE amenities and/or SJLE property, by its vendors, licensees, contractors or sub-contractors shall be viewed as cause to revoke access rights for vendors, agents, licensees, contractors or subcontractors of Co-Grantees. [i.e. utilizing SJLE boat ramp without express permission from SJLE]. Co-Grantees agree to take reasonable measures to ensure that no unauthorized access to SJLE community is obtained, including but not limited to measures intended to prevent the unnecessary distribution of security gate codes provided to Co-Grantees. Grantor may elect to cancel and re-issue new access codes to Co-Grantees at any time. Moreover, Grantor may elect to cancel any individual vendor code at any time for violation of Grantor community rules or unauthorized use of its facilities. Grantor will not be obligated to re-issue new codes until corrective actions are taken by Co-Grantees.

3. **Reserved Rights**. Grantor reserves unto itself, and its successors and assigns, the right to use, and to grant to others the right to use the Easement Property for any and all purposes that do not unreasonably interfere with the rights granted herein.

4. **Term**. The term of this Easement Agreement ("Term") shall commence on the Effective Date and extend for a period of three (3) years, subject to the termination provisions as set forth in Section 8. This Easement Agreement will automatically renew for two additional three-year term periods unless terminated earlier by either SJLE or HWSD with 120 days written notice prior to renewal date or as provided herein, but will not run longer than nine (9) years from the Effective Date.

5. **Dredging**. As consideration for initial grant of this Easement and for each renewal of the Term of the easement to Co-Grantees, RIM agrees to perform dredging services, by itself or through a dredging contractor to be engaged by Co-Grantee RIM, in the area in and around the boat launch owned and operated by Grantor located at the end of Reed Island Drive according to the following terms:

(a) Co-Grantee RIM will dredge up to fifteen hundred (1,500) cubic yards of spoil material located adjacent to the Boat Launch as consideration for the initial three year term of this Easement Agreement.

(b) Co-Grantee HWSD will accept the spoil dredged by RIM from the Boat



Launch for disposal at the Spoil Disposal Site for the initial three-year term of this Easement Agreement.

(c) After the Effective Date, Grantor will provide written notice to Co-Grantee HWSD of Grantor's desired commencement date for dredging at the Boat Launch. Grantor is responsible for obtaining any and all local, state and federal permits required to authorize dredging at the Boat Launch and must provide all such permits and/or written evidence of any applicable exemptions to the permitting requirements ("Permits") for dredging up to 1,500 cubic yards of spoil material at the location indicated by Grantor

(d) Co-Grantee RIM, will commence dredging at the Boat Launch, consistent with the Permits, within 120 days of the Effective Date of the initial term and within 120 days of the renewal date of subsequent renewal terms. Co-Grantees shall provide notice to Grantor [per Section 11] before each renewal period. Failure by Grantor to acquire the necessary permits within the given period after notice shall be deemed to be a waiver by Grantor of Co-Grantee's obligation to dredge, unless otherwise agreed by all parties.

(e) Co-Grantee HWSD will not accept dredge spoil material for disposal that contains constituents in excess of the cleanup standards promulgated by the Florida Department of Environmental Protection, "FDEP" or any other government agency with jurisdiction over the Disposal Area. To the extent any dredge spoil material exceeds such cleanup standard, Grantor will be responsible for any disposal cost associated with disposal at any site other than the Spoil Disposal Site.

6. **Indemnification:** Grantor and Co-Grantees HWSD, to the extent permitted by law, and RIM, and without limitation, their consultants, sub-consultants, contractors, and subcontractors, shall hold harmless, indemnify, and defend the other party, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (individually or collectively referred to as the "Other Party") and shall reimburse the Other Party from and against

(a) *General Tort Liability*, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including, but not limited to reasonable attorney fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Other Party, and other persons employed or utilized by the Other Party in the performance of this Agreement or the work or services performed hereunder; and

(b) *Environmental Liability*, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable



expert witness fees and attorney fees) arising from or in connection with (a) the Other Party's actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Other Party's activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Easement Agreement by the Other Party at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Other Party; and

(c) *Violation of Laws Liability*, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Other Party or those under their control; and

(d) *Liability from Breach of Representations, Warranties and Obligations*, including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Other Party in connection with this Easement Agreement or in any certificate, document, writing or other instrument delivered by the Other Party pursuant to this Easement Agreement or (b) any breach of any covenant or obligation of the Other Party set forth in this Easement Agreement or any other certificate, document, writing or other instrument delivered by the Other Party pursuant to this Easement Agreement; and

(e) *Liability from Use of Easement Property [Grantor]*, including without limitation Grantor hereby agrees that it shall indemnify and hold the Grantee, HWSD, its successors and assigns, harmless from and against any and all loss, liability, charge, cost or expense arising out of the use of the Easement Area by Grantor or its Permittees, or breach of this Agreement by Grantor or its successors and assigns, except for matters arising from breach of this Agreement by Grantee.



The process outlined in subparagraphs (a)-(e) will also apply to any renewal of this Easement Agreement. In each instance, the noticing and dredging requirements shall be the same in each such renewal.

7. **Maintenance of Easement Area:** Grantor shall, at its sole cost and expense, maintain the roads and landscaping located within the Easement Area. Co-Grantees agree to be responsible for damages caused by any licensees, contractors and sub-contractors for each of the Co-Grantees within Easement Area. Any damage caused by Co-Grantees and/or their licensees or contractors shall be reported to Grantor immediately. Grantor may periodically inspect, maintain, repair, and reconstruct any improvements on the Easement Area to ensure the safe, lawful and reasonable use of the Easement Area. However, if during any inspection by Grantor it is discovered that damage to Easement Area or property within Easement Area was caused by Co-Grantees, licensees, contractors or sub-contractors, notice to Co-Grantees will be provided, where reasonable measures by the damaging party shall be taken to repair, replace and/or return property to pre-existing condition within reasonable time. Co-Grantee(s) acknowledge that the Easement Area is protected by a security gate for Grantor's protection. Co-Grantees acknowledge that any damage to the gate or by its contractors or sub-contractors may require Grantor to take immediate action to make necessary repairs to ensure its on-going safety if Co-Grantees cannot effectively repair in a timely manner. Co-Grantees upon notice and receipt of an invoice for repairs to the gate shall issue payment to Grantor within forty-five (45) days for damage caused by Co-Grantees.

8. **Termination.**

(a) Either party may terminate this Easement Agreement for any material breach of the terms of this Easement Agreement, provided, that notice of such breach has been given by the non-breaching party to the breaching party at least thirty (30) days prior to termination and the breaching party has failed to remedy the breach during that 30 day period. If this Easement Agreement is terminated based upon Co-Grantees failure to cure any material breach during the allowed cure period all costs and/or expenses associated to any dredging during that term period shall not be assessed to the Grantor in conjunction the terms as set forth in Section 8(b), immediately below. However, if Grantor fails to cure any material breach within the given cure period it shall pay the agreed upon dredging cost and/or expenses which may be invoiced to Grantor at the agreed upon pro-rata portion based upon the terms in Section (8)(b).

(b) Grantor may elect to terminate this Easement Agreement for convenience, at any time, provided, if Grantor terminates after Co-Grantee RIM has completed the dredging of the area at the Boat Launch, Grantor will pay a pro-rata portion of the cost of the dredging services and cost of spoil material disposal at the Spoil Disposal Site, depending on when, within the three-year term Grantor notifies Co-Grantees of the termination. For purposes of quantifying this sum, the total cost of the dredging and spoil material disposal services for the initial three-year term is \$45,000, \$20,00 per cubic yard for dredging and \$10.00 per cubic yard for spoil material disposal; the total cost of the dredging services for the second three-year term is \$52,500, \$25.00 per cubic yard for dredging and \$10.00 per cubic yard for spoil material disposal; the total cost of the dredging services for the third three-year term is \$60,000, \$30.00 per cubic yard for dredging and \$10 per cubic yard for spoil material disposal. If, for example, Grantor terminates this Easement Agreement effective at the end of the 18th month of the initial term, Grantor would owe RIM for



dredging services ($18/36 \times \$20.00 \times 1,500 = \$15,000$) and HWSO for spoil material disposal ($18/36 \times \$10.00 \times 1,500 = \$7,500$). If termination occurs after the dredging and spoil material disposal services have already been provided, Co-Grantees will provide Grantor an invoice for the pro-rata portion of the dredging and spoil material disposal services within forty-five (45) days whereupon receipt of the notice payment is due within forty-five (45) days of Grantor's receipt of said invoice.. If termination occurs prior to the provision of the dredging services in any term, Grantor would owe Co-Grantees nothing. (c)Any and all default or violation notices or estoppel certificates shall be issued, per Section 11, to all parties to this Easement Agreement. Any notice shall identify the nature of any default or violation and the believed date of violation, including reasonable measures to be taken to cure the default or violation.

(d) If not terminated earlier pursuant to the provisions of subparagraphs (a) or (b) above, this Easement Agreement shall automatically terminate nine (9) years following the Effective Date ("Termination Date").

9. **Use of Easement Property.** The use of the Easement Property for the purposes stated in the Recitals shall extend to contractors and sub-contractors of each of the Co-Grantees who are solely engaged in activities at the Spoil Disposal Site or the City Park as described in the Recitals. Co-Grantees use of the Easement Property is limited to vehicles weighing 50,000 pounds, gross weight, or less, including the following equipment: (Roll-Off Truck, backhoe, small excavator, skid steer front end loader, farm tractor with a bush hog attachment, lawn equipment, and trailers). Co-Grantees agree that in utilizing the Easement Property, they will not unreasonably interfere with any existing or future use of the Easement Property by the Grantor, its successors and assigns. Any property of Grantor disturbed or damaged by the Co-Grantees in the exercise of the rights granted herein will be restored as soon as reasonably practical following such activity to its previously existing condition by the Co-Grantees, at their sole cost and expense.

10. **Amendment.** Except as otherwise provided herein, this Easement Agreement may only be modified or amended with the written consent of Grantor and Co-Grantees.

11. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing, and hand delivered, or sent via overnight delivery or via certified mail, return receipt requested, postage prepaid, by U.S. Mail. Notices shall be effective upon delivery in the case of hand delivery or overnight courier. Notice sent via certified mail shall be effective on the second business day after being placed in the U.S. Mail. The address for notices pursuant to this Easement Agreement shall be as follows:



To Grantor: St. Johns Landing Estates Association, Inc.
c/o Evergreen Lifestyles Management, LLC 2100
Hiawassee Road
Orlando, Florida 32835

and

St. Johns Landing Estates Association, Inc.
Attention: SJLE President
[As listed with Secretary of State for Florida;
Division of Corporations]

To Co-Grantee Harbour Waterway Special District
11554 Starboard Drive
Jacksonville, FL 32225
Attention: Stanley Pipes

To Co-Grantee: Reed Island Management, LLC
601 Bryan Street
Jacksonville, Florida 32202
Attention: Lance Young

Addresses for notices pursuant to this Easement Agreement may be updated or changed at any time by written notice given in accordance with the terms of this Easement Agreement.

12. **Severability**. All provisions herein are intended to be severable. If any provision or part hereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

13. **Successors and Assigns Bound**. All the covenants, agreements, conditions and restrictions set forth in this Easement Agreement are intended to be and shall be construed as covenants, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property, upon the terms, provisions and conditions therein set forth.

14. **Attorneys' Fees**. In connection with any litigation, including appellate proceedings, arising out of this Easement Agreement, each party shall be responsible for its own attorneys' fees and costs.

15. **Miscellaneous**. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. There are no third-party beneficiaries to this Easement Agreement. This agreement may be executed in counterparts, each of which is an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.



[Signature pages and exhibits follow.]



WITNESSES:

GRANTOR:

**ST. JOHNS LANDING ESTATES
ASSOCIATION, INC.**

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ the _____, for St. Johns Landing Estates Association, Inc., a Florida non-profit corporation. Such person is (*notary must check applicable box*):

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.

Print name: _____
Notary Public, State of Florida
My commission Expires: _____
Commission No.: _____
(NOTARIAL SEAL)



WITNESSES:

CO-GRANTEE:

HARBOUR WATERWAY SPECIAL DISTRICT, a Florida dependent special district

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ the Chairman of Harbour Waterway Special District, a Florida dependent special district, on behalf of the district. Such person is *(notary must check applicable box)*:

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.

Print name: _____
Notary Public, State of Florida
My commission Expires: _____
Commission No.: _____
(NOTARIAL SEAL)

WITNESSES:

CO-GRANTEE:

REED ISLAND MANAGEMENT LLC

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ the _____ of Reed Island Management, a Florida limited liability company, on behalf of the district. Such person is *(notary must check applicable box)*:

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.

Print name: _____
Notary Public, State of Florida
My commission Expires: _____
Commission No.: _____
(NOTARIAL SEAL)

EXHIBIT "A"

St. Johns Landing Estates Properties

MAIN GATE & ROADWAY

Real Estate #: [160677 6205](#)

Owner: ST JOHNS LANDING ESTATES ASSOCIATION INC

Address: 0 REED ISLAND DR

City: JACKSONVILLE

Zip Code: 32225

Acres: 1.42

SECOND GATE AND ROADWAY TO COJ PARK PROPERTY

Real Estate #: [160677 6222](#)

Owner: ST JOHNS LANDING ESTATES ASSOCIATION INC

Address: 0 REED ISLAND DR

City: JACKSONVILLE

Zip Code: 32225

Acres: 1.78

SECOND GATE AND ROADWAY TO COJ PARK PROPERTY

Real Estate #: [160677 6217](#)

Owner: ST JOHNS LANDING ESTATES ASSOC INC

Address: 11188 REED ISLAND DR

City: JACKSONVILLE

Zip Code: 32225

Acres: 0.26

BOAT RAMP

Real Estate #: [160677 6234](#)

Owner: ST JOHNS LANDING ESTATES ASSOC INC

Address: 0 REED ISLAND DR

City: JACKSONVILLE

Zip Code: 32225

Acres: 0.22

RESOLUTION NO. 2020-04

A RESOLUTION OF THE HARBOUR WATERWAY SPECIAL DISTRICT, DUVAL COUNTY, FLORIDA, EXPRESSING THE DESIRE OF THE BOARD OF SUPERVISORS THAT ORDINANCE NO. 2010-725-E, BE AMENDED TO ADD ADDITIONAL PARCELS OF REAL PROPERTY TO THE HARBOUR WATERWAY SPECIAL DISTRICT AND TO MODIFY THE DESCRIPTION OF THE PURPOSES OF HARBOUR WATERWAY SPECIAL DISTRICT, AND PROVING AN EFFECTIVE DATE.

WHEREAS, City of Jacksonville Ordinance No. 2010-725-E (“Ordinance”) created the Harbour Waterway Special District (“HWSD”) and lists, at Section 1 of the Ordinance, the properties included within the boundaries of the District; and

WHEREAS, the properties located within the boundaries of the District are subject to levy of non-ad valorem assessments by the Board of Supervisors (“Board”) to support the activities the Board is authorized to undertake on behalf of the HSWD; and

WHEREAS, the Ordinance authorizes HWSD to purchase and hold real property to carry out its purposes, and to construct, maintain, equip, improve and enlarge capital projects to perform its functions; and

WHEREAS, the HWSD has in fact acquired two parcels of real property, one from JaxPort and the other from the City of Jacksonville (“City”), which are located near the HWSD, at Reed Island (collectively “Spoil Disposal Site”) to serve as a dredge spoil disposal site to be used by the HWSD for disposal of dredge spoil from its own dredging projects and to be managed by the HWSD for use by other similarly situated special districts and/or neighborhood associations as a location for disposal of dredge spoil; and

WHEREAS, the HWSD, has engaged in construction activities to improve and maintain the Spoil Disposal Site to optimize its capacity and to otherwise make it suitable for deposit of dredge spoil materials, and will continue to maintain the lands surrounding the Spoil Disposal Site that were included in the conveyances from JaxPort and the City; and

WHEREAS, the HWSD will also continue to perform those improvement and maintenance activities on the City’s park, located adjacent to the Spoil Disposal Site and directed by City Ordinance No. 2019-136, which authorized the sale of the City’s portion of the Spoil Disposal Site to the HWSD; and

WHEREAS, maintenance and improvement of the upland and marsh areas included within the boundaries of the lands conveyed by JaxPort and the City to the HWSD are and will in the future be a responsibility of the HWSD; and

WHEREAS, Duval County Real Estate Parcel (“RE”) Numbers 160265-0000, 160265-0025, 160266-1040, 160266-0900, 160266-0000, 160266-2026, 160266-2029, 160266-2027, 160266-2023, 160671-0080, 160663-1220, 160663 1210, 160663-0000, 160264-0000, constitute

real property adjacent or contiguous with the existing boundaries of the HWSD and/or the parcels HWSD obtained from JaxPort and the City, would connect the existing boundaries of the HWSD to the Spoil Disposal Site, would benefit from the authorized activities of the HWSD and therefore, it is appropriate to amend Section 1 of the Ordinance to include these parcels within the boundaries of the HWSD; and

WHEREAS, RE Parcel Numbers 160259-0000 and 160258-0002 are the properties obtained by the HWSD from JaxPort and the City, respectively and it would be appropriate to amend Section 1 of the Ordinance to include these parcels within the boundaries of the HWSD; and

WHEREAS, based on the activities required to operate and maintain the Spoil Disposal Site and the upland and wetlands within the HWSD's ownership that surround the Spoil Disposal Site it is appropriate to amend Section 2 of the Ordinance regarding the HWSD's purpose to include these activities among the HSWD's authorized purposes; and

WHEREAS, it is further appropriate to modify Section 2 of the Ordinance to also include maintenance, enhancement, or restoration of wetland or aquatic habitats owned or controlled by the HWSD as part of it purposes.

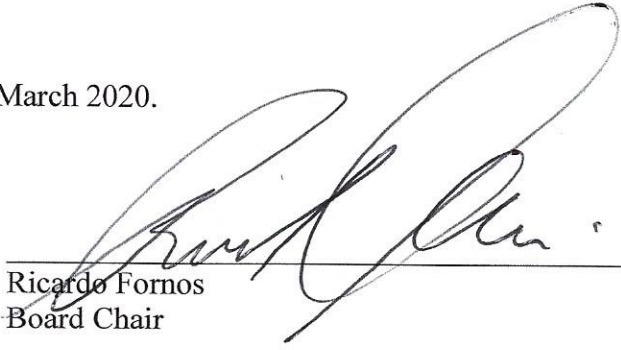
NOW THEREFORE, Be it resolved by the Board of the HWSD that:

Section 1. The City Council of the City of Jacksonville is requested to amend Section 1 of the Ordinance to add RE Numbers 160265-0000, 160265-0025, 160266-1040, 160266-0900, 160266-0000, 160266-2026, 160266-2029, 160266-2027, 160266-2023, 160671-0080, 160663-1220, 160663-1210, 160663-0000, 160264-0000, 160259-0000 and 160258-0002 to the list or parcels included within the boundaries of the HWSD.

Section 2. The City Council of the City of Jacksonville is requested to amend Section 2 of the Ordinance to state that maintenance, enhancement and restoration of wetland or aquatic lands and habitats under the ownership or control of the HWSD are included among the purposes for the HWSD.

Section 3. This Resolution shall become effective upon adoption.

Passed and adopted this 10th day of March 2020.



Ricardo Fornos
Board Chair

Attest:



Board Secretary

HARBOUR WATERWAY SPECIAL DISTRICT

2019 NON-AD VALOREM ASSESSMENT - DISTRIBUTION REPORT

6/9/2020

DATE	GROSS TAX	EARLY PAYMENT DISCOUNT	NET TAX	TC FEE	PA FEE	DISTRIBUTION
NOVEMBER						
1 - 12	22,000.00	(880.00)	21,120.00	(422.40)	(316.80)	20,380.80
13 - 18	10,000.00	(400.00)	9,600.00	(192.00)	(144.00)	9,264.00
19 - 30	133,000.00	(5,320.00)	127,680.00	(2,553.60)	(1,915.20)	123,211.20
DECEMBER						
1 - 11	18,504.19	(715.13)	17,789.06	(355.78)	(266.84)	17,166.44
12 - 31	10,832.35	(324.97)	10,507.38	(210.15)	(157.61)	10,139.62
JANUARY						
1 - 14	504.19	-	504.19	(10.08)	(7.56)	486.54
15 - 31	N/A					
February						
1 - 29	8,000.00	(80.00)	7,920.00	(158.40)	(118.80)	7,642.80
March						
1 - 13						
14 - 31						
April						
1 - 15						
16 - 30						
May						
1 - 16						
17 - 31						
June						
1 - 30						
July - August						
1 - 31						
September						
1 - 30						
<i>Unpaid Assessments</i>	16,159.27					
TOTAL DISTRIBUTION:	202,840.73	(7,720.10)	195,120.63	(3,902.41)	(2,926.81)	\$ 188,291.41
% Collected	92.6%					
TOTAL TAX BILLED	219,000.00					

HARBOUR WATERWAY SPECIAL DISTRICT
RESOLUTION 2020-05

A RESOLUTION REQUESTING THE CITY COUNCIL OF JACKSONVILLE TO APPROVE THE ANNUAL BUDGET OF THE HARBOUR WATERWAY SPECIAL DISTRICT FOR THE FISCAL YEAR; PROVIDING AN EFFECTIVE DATE OF MARCH 31, 2020.

WHEREAS, the Harbour Waterway Special District (the "District") was established per City of Jacksonville Ordinance 2010-725 E and Section 189.02, Florida Statutes; a dependent special district for the purpose of maintaining the system of canals located in the Harbour, Harbour North, Harbour Cay, and Harbour Island neighborhoods; and

WHEREAS, the Board is required to annually submit its budget to the City of Jacksonville for final approval or rejections pursuant to Section 2(6) of Chapter 86-392; and

WHEREAS, the Board of District Supervisors (the "Board"), the governing body of the District, has reviewed and approved the budget attached as Exhibit "A" to this Resolution for the 2020 - 2021 fiscal year.

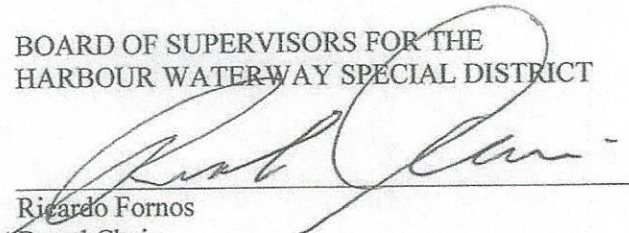
NOW THEREFORE BE IT RESOVED by the Board of the District as follows:

Section 1. The Board hereby approves the FY 2020 - 2021 District Budget attached as Exhibit "A" to this Resolution for submission to the Jacksonville City Council.

Section 2. Effective Date. This Resolution shall become effective on March 31, 2020.


DULY ADOPTED AND APPROVED this 10th day of March, 2020, by the Board of the District.

BOARD OF SUPERVISORS FOR THE
HARBOUR WATERWAY SPECIAL DISTRICT



Ricardo Fornos
Board Chair

Attest:



Robert P. Birtalan
Board Secretary

HARBOUR WATERWAY SPECIAL DISTRICT
Dependent Special District

11554 Starboard Drive, Jacksonville, Florida 32225-1015

March 31, 2020

Director / Council Secretary
Cheryl Brown
117 W. Duval Street, Suite 425
Jacksonville, FL. 32202

Office of the Council Auditor
Kyle Billy
117 West Duval Street, Suite 200
Jacksonville, FL. 32202

Re: Harbour Waterway Special District Proposed Budget for Fiscal Year July 1,
2020 to June 30, 2021

Dear Ms. Brown and Mr. Billy:

In accordance with Ordinance 2010 – 725 E, please find enclosed the District's proposed budget for Fiscal Year 2020 / 2021 for purposes of disclosure and information only. Should you have any questions regarding the enclosed, please contact Stanley Pipes at (904) 642-0097.

Sincerely,



Robert P. Birtalan
Supervisor and Secretary/Treasurer

Enclosures

HARBOUR WATERWAY SPECIAL DISTRICT
Dependent Special District

Proposed Budget
Fiscal Year 2020 / 2021

March 31, 2020

HARBOUR WATERWAY SPECIAL DISTRICT

FISCAL YEAR 2020 - 2021 BUDGET

CASH FLOW ANALYSIS

31-Mar-20

DESCRIPTION	ACTUAL FY 2018/19	ACTUAL FY 2019/20 (See Note 3)	PROPOSED FY 2020/21 BUDGET	VARIANCE
OPERATING REVENUES				
Carry Forward Surplus	\$ 325,073	\$ 1,149,831	\$ 645,817	\$ (504,014)
Net Assessments	\$ 200,613	\$ 203,380	\$ 203,380	\$ 0
- Tax Rebate - 50% refund on non-Ad Valorem Assessment		\$ (100,500)	\$ (102,500)	\$ (2,000)
Spoil Site Disposal Fees	\$ 843,750	\$ 875,000	\$ 479,167	\$ (395,833)
Interest Income		\$ 2,496	\$ 3,750	\$ 1,254
Total Revenues	\$ 1,369,435	\$ 2,130,207	\$ 1,229,614	\$ (900,593)
EXPENDITURES				
Professional Services				
Personnel Services includes temp labor	\$ 18,059	\$ 41,569	\$ 42,000	\$ 431
Federal Taxes; FICA; Unemployment Insurance	\$ 2,031	\$ 11,606	\$ 10,700	\$ (906)
Legal Services	\$ 24,011	\$ 16,121	\$ 20,500	\$ 4,379
Administrative Services	\$ 2,175	\$ 1,950	\$ 1,800	\$ (150)
Accounting & Audit Services	\$ 3,328	\$ 4,956	\$ 6,500	\$ 1,544
Administrative				
Office Supplies & Postage	\$ 351	\$ 815	\$ 1,000	\$ 185
Rental - Meeting Room	\$ 1,600	\$ 1,400	\$ 1,200	\$ (200)
Communication Services - Web Hosting	\$ 240	\$ 180	\$ 240	\$ 60
Legal & Promotional Advertising	\$ 559	\$ 223	\$ 800	\$ 577
Other Administrative Expenses	\$ 485	\$ 975	\$ 1,175	\$ 200
Insurance - General Liability & Pollution	\$ 4,911	\$ 32,720	\$ 34,897	\$ 2,177
Publications and Memberships	\$ 925	\$ 925	\$ 925	\$ -
Property Taxes - Parcel 160259		\$ 423	\$ 450	\$ 27
Interest Expense on Revenue Notes (See Note 2)	\$ 20,981	\$ 18,631	\$ 16,906	\$ (1,725)
Revenue Note Principal Payments	\$ 35,978	\$ 38,328	\$ 40,053	\$ 1,725
Total Professional & Administrative Expenditures	\$ 115,634	\$ 170,820	\$ 179,146	\$ 8,326
Canal Maintenance & Dredging Operations				
Dredging / Marine Contractor	\$ -	\$ 911,647	\$ -	\$ (911,647)
Repair Bulkhead in Mill Cove Channel			\$ 450,000	\$ 450,000
Marine Surveyor	\$ 5,050	\$ 25,285	\$ 4,500	\$ (20,785)
Dredging Permits	\$ -		\$ -	\$ -
Spoil Site Development Expenses	\$ -	\$ 234,569	\$ 42,500	\$ (192,069)
Navigational Aids & Markers	\$ -		\$ -	\$ -
Marine Engineering Consultant	\$ -		\$ -	\$ -
COJ Park & Recreation Development		\$ 20,698	\$ 8,250	\$ (12,448)
Total Canal Maintenance & Dredging Operations	\$ 5,050	\$ 1,192,198	\$ 505,250	\$ (686,948)
Capital Expenditures				
Purchase an additional 44 acres spoil site from COJ	\$ 94,953			\$ -
Purchase Office Equipment - PC	\$ 3,969			\$ -
Purchase equipment to maintain Spoil Site		\$ 96,371		\$ (96,371)
Purchase parcels adjacent to HWSD canal system		\$ 25,000	\$ 35,000	\$ 10,000
TOTAL EXPENDITURES	\$ 219,605	\$ 1,484,389	\$ 719,396	\$ (764,993)
EXCESS REVENUES / (EXPENDITURES)	\$ 1,149,831	\$ 645,817	\$ 510,218	\$ (135,599)

NOTES:

	Num	2018 / 2019 Actual	2019 / 2020 Projected	2020 / 2021 Projected
1 Non Ad-Valorem Assessment				
Residential Parcels	105	\$ 210,000	\$ 210,000	\$ 210,000
Marina	1	\$ -	\$ 4,000	\$ 4,000
Easements	7	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL GROSS ASSESSMENTS	113	\$ 215,000	\$ 219,000	\$ 219,000
Less Early Payment Discount (avg 3.31%)		\$ (7,111)	\$ (7,244)	\$ (7,243)
Less PA and TC Discount (3.5%)		\$ (7,276)	\$ (7,376)	\$ (7,376)
Less Provision for Parcels in Default		\$ -	\$ (1,000)	\$ (1,000)
TOTAL NET NON AD-VALOREM ASSESSMENTS		\$ 200,613	\$ 203,380	\$ 203,380

2 Series 2012 & Series 2013 Notes was refinanced effective 4/18/2018
Series 2018 Note is \$450,000 at 4.50% on a ten year term

3 Actual expenses and revenue thru March 31, 2020,
April thru June expenses are forecasted.

**HARBOR WATERWAY SPECIAL DISTRICT
AMORTIZATION SCHEDULE
REVENUE NOTE SERIES 2018**

TAXABLE OPTION:

Principal Balance **\$450,000.00**
 Issue Date 4/18/2018
 Annual Rate 4.500%
 Number of Payments 10
 Prepayment penalty 1.0%

PAYMENT DUE DATE	ACCRUED INTEREST	PAID PRINCIPAL	LOAN PAYMENT	OUTSTANDING BALANCE	PERIODS REMAINING	PREPAYMENT CALCULATIONS	LOAN PAYOFF
1 1-May-19	(20,981.25)	(35,977.65)	(56,958.90)	414,022.35	10	4,709.81	475,691.06
2 1-May-20	(18,631.01)	(38,327.90)	(56,958.91)	375,694.45	9	4,326.53	436,979.89
3 1-May-21	(16,906.25)	(40,052.65)	(56,958.90)	335,641.80	8	3,926.01	396,526.70
4 1-May-22	(15,103.88)	(41,855.02)	(56,958.90)	293,786.78	7	3,507.46	354,253.13
5 1-May-23	(13,220.41)	(43,738.49)	(56,958.90)	250,048.28	6	3,070.07	310,077.25
6 1-May-24	(11,252.17)	(45,706.73)	(56,958.90)	204,341.55	5	2,613.00	263,913.46
7 1-May-25	(9,195.37)	(47,763.54)	(56,958.91)	156,578.01	4	2,135.37	215,672.29
8 1-May-26	(7,046.01)	(49,912.89)	(56,958.90)	106,665.12	3	1,636.24	165,260.27
9 1-May-27	(4,799.93)	(52,158.98)	(56,958.91)	54,506.15	2	1,114.65	112,579.71
10 1-May-28	(2,452.78)	(54,506.14)	(56,958.92)	0.00	1	-	56,958.92
		(450,000.00)	(569,589.05)				

ACCRUED INTEREST CALCULATION

Issue Date	4/18/2018	4/18/2018	4/18/2018	4/18/2018	4/18/2018	4/18/2018	4/18/2018	4/18/2018	4/18/2018
First Int Date	5/1/2018	5/1/2018	5/1/2018	5/1/2018	5/1/2018	5/1/2018	5/1/2018	5/1/2018	5/1/2018
Settlement Date	5/1/2019	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026	5/1/2028
Prev Coupon Date	4/18/2018	5/1/2019	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2027
Next Coupon Date									
Coupon Rate	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Par	450,000.00	414,022.35	375,694.45	335,641.80	293,786.78	250,048.28	204,341.55	156,578.01	54,506.14
Frequency	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Basis									
Calc Method	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
Accrued Interest =	20,981.2500	18,631.0058	16,906.2503	15,103.8810	13,220.4051	11,252.1726	9,195.3697	7,046.0105	2,452.7763
YearFrac Function	20,981.2500	18,631.0058	16,906.2503	15,103.8810	13,220.4051	11,252.1726	9,195.3697	7,046.0105	2,452.7763
Days 360 Function	20,981.2500	18,631.0058	16,906.2503	15,103.8810	13,220.4051	11,252.1726	9,195.3697	7,046.0105	2,452.7763

HARBOUR WATERWAY SPECIAL DISTRICT
BUDGET SUPPLEMENT
FISCAL YEAR 2020/2021

REVENUES

325.200 Special Assessments

The District will continue to levy a non ad-valorem assessment in the gross amount of \$219,000 on all taxable parcels within the District to fund General Operating Expenditures. From the Gross Amount of the non ad-valorem assessment the following amounts are deducted: (1) Duval County offers an early payment discount which averaged 3.31% for FY 2020 / 2021; (2) The Duval County Tax Collector and Property Assessor charges a fee for services rendered in the amount of 2.0% and 1.5%, respectively; and (3) a provision for non-collectible taxes due to parcels in bankruptcy or default.

As a result of the sale of excess capacity in the HWSD Spoil Site, the District will refund 50% of the non-ad valorem assessment from 2018 and 2019. The tax rebate program will continue as long as District continues to collect spoil site disposal fees in excess of the District's long term needs.

362.000 Spoil Site Disposal Fees

HWSD offers disposal of dredge material in the HWSD spoil site to prospective special districts and homeowner associations in Duval County. HWSD sold 482,000 cubic yards of spoil material disposal to a local dredging contractor to service a number of their clients including Queens Harbour, Marsh Landing, Tarpon Cove Special District, St. Johns Landing Estates, and others. In addition, HWSD has signed a license agreement with Isle of Palms Special District in Duval County to deposit up to 300,000 cubic yards in the HWSD spoil site over the next fifteen years.

203.000 Revenue Notes

The District issued a Series 2018 Revenue Note totaling \$450,000 to refinance the outstanding balance of \$143,000 plus accrued interest on the Series 2012 & 2013 Revenue Notes to provide funds for projects. The Series 2018 Revenue Note was purchased by BB&T with a 10 year term at a 4.5% interest rate. The District used the surplus funds totaling \$305,085 to purchase approximately 44 acres of property from the City of Jacksonville to be used as a spoil site for dredging projects, perform maintenance on the spoil site, conduct dredging operations, and perform repairs to bulkheads owned by the District as required.

361.100 Interest Income

Excess Funds will be invested in a non-interest bearing checking account at BB&T, Branch Banking & Trust Company or in short term Certificates of Deposit (CD).

Carry Forward Surplus

Excess Funds from prior years. The Carry Forward Surplus from FY 2019 / 2020 is projected to be \$645,817.

EXPENDITURES

PROFESSIONAL:

537.10 Personnel Services

The District employs a part time District Manager to run the day to day operations, manage the spoil site, and manage eco restorations as required. Depending on the project, the District anticipates hiring part time employees for specific projects as needed.

537.311 Legal Services

The District's legal counsel, Lewis, Longman, & Walker, will provide general legal services to the District, including attendance of monthly meetings, review of agreements, contracts, and resolutions.

537.312 Administrative Services

Other Administrative Expenses include fees charged to the HWSD to record, document, and publish all Board of Supervisor meetings and public hearings held by the District.

537.32 Accounting and Audit Services

The District is required by Florida Statutes to conduct an independent audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted with Robert M. Thaggard, CPA to conduct the annual financial audit.

ADMINISTRATIVE:

537.41 Communication Services

Communication Services include fees required to host, develop, and maintain the HWSD.org website which provides online access to the District's official documents, including meeting minutes, agendas, reports, resolutions, etc.

537.42 Postage & Freight Services

Postage includes mailing of notices to the District, overnight deliveries, correspondence, etc.

537.44 Rentals and Leases

Rentals are fees associated with renting public meeting rooms to hold public hearings, committee meetings, and general meetings as required by the District.

537.45 Insurance – General Liability & Workman's Comp

The District's General Liability, Public Officials Errors and Omission Liability Insurance policy is with Florida Municipal Insurance Trust (FMIT) a service provided by the Florida League of Cities, Inc. Workman's Comp Insurance is also with FMIT. In addition, James River Insurance Company provides pollution/site environmental insurance for the spoil site.

537.47 Printing and Binding

Printing and Binding include fees to print and bind the District's official documents, including meeting minutes, agendas, reports, resolutions, contracts, etc.

537.48 Promotional & Legal Advertising

The District is required to advertise monthly Board of Supervisor Meetings, public hearings, and any services required to be advertised for public bidding, i.e. dredging contracts and other advertising that may be required in a newspaper of general circulation.

537.49 Other Current Charges

This item includes any expenses not included in other categories including Bank Fees & Charges

537.51 Office Supplies

This item includes any supplies required during the fiscal year, i.e. paper, file folders, labels, etc.

537.54 Publications & Memberships

Other Expenses include membership fees, dues and registrations for government agencies, i.e. Florida Department of Economic Development.

537.72 Debt Service Interest Expense

Interest charges on the Revenue Notes is based on the projected maximum outstanding balance for FY 2020 / 2021 equal to \$375,694. For FY 2020 / 2021, the annual accrued interest is equal to \$16,906.

203.900 Revenue Notes & Loans Payable

Principal Payments on the 2018 revenue note is on a (10) ten year term. Refer to the Amortization Schedule for payment schedule.

CANAL MAINTENANCE & DREDGING OPERATIONS:

537.301 Dredging / Marine Contractor

The HWSO 2019 Dredging Project began on September 25, 2019 and was completed on January 31, 2020. The District has plans to perform spot dredging as needed. The District has plans to perform maintenance on the existing 2,500 feet bulkhead structure at the mouth of the canal system as required.

537.302 Marine Surveyor

The District contracts with marine surveyors to determine the amount of silting occurring in the canal system and approach channels.

537.303 Dredging Permits

In order to perform dredging operations, the District is required to secure permits from the U.S. Army Corp of Engineers and the Florida Department of Environmental Protections.

537.304 Spoil Site Expenses

During dredging operations, silt is removed from the channel bottom and pumped to an upland spoil site. Expenses to deposit the spoil, to perform maintenance on the spoil site, and expenses to acquire an upland spoil site are included in this item.

537.305 Navigational Aids & Markers

The HWSD maintains channel markers along our approach channel to mark the dredged channel for boaters.

537.306 Dredging / Marine Engineering Consultant

The District utilizes consultants to advise the Board on spoil site construction, dredging services, dredging technology, and marine construction for bulkheads and breakwaters.

HARBOUR WATERWAY SPECIAL DISTRICT

Motion to Disburse Funds:

Tuesday, March 10, 2020

CURRENT ASSETS				
1/31/2020	BB&T CHECKING ACCOUNT		BEGINNING BALANCE	\$ 600,491.15
	TAX DEPOSITS	February 1 - 29		\$ -
TOTAL CHECKING ACCOUNT BALANCE				\$ 600,491.15
CLEARED DISBURSEMENTS				
1/14/2020	Debit	Stanley Pipes	District Manager 35.25 hrs - (December billing)	(2,929.34)
2/11/2020	1476	Resurrection Episcopal Church	Meeting Place (February 11, 2020)	(100.00)
2/11/2020	1474	Caroline Birtalan	Administrative Services (January 14)	(150.00)
2/11/2020	1475	Lewis Longman & Walker	Legal Services (January Billing)	(1,600.00)
2/11/2020	Debit	Stanley Pipes	District Manager 36.75 hrs - (January billing)	(3,049.86)
2/11/2020	1477	Brance Diversified	Acceptance Reach 3 - 37,729 cu yds	(345,220.35)
2/20/2020	1478	Arc Surveying	Post Dredge Survey - Acceptance Reach 3	(3,930.00)
2/29/2020	Varies	Tax Rebate Checks	4 Tax Rebate Checks have cleared as of 02/29/2020	(4,000.00)
DISBURSEMENTS - SubTotal				(360,979.55)
2/29/2020	BB&T CHECKING ACCOUNT		TOTAL ENDING BALANCE	\$ 239,511.60
OUTSTANDING DISBURSEMENTS / DEPOSITS				
1/14/2020		Florida Municipal Insurance Trust	Truck Insurance - Annual	(897.00)
SubTotal				(897.00)
REQUESTED DISBURSEMENTS				
3/10/2020		Resurrection Episcopal Church	Meeting Place (March 10, 2020)	(100.00)
3/10/2020		Caroline Birtalan	Administrative Services (February 11)	(150.00)
3/10/2020		Lewis Longman & Walker	Legal Services (February Billing)	(2,200.00)
3/10/2020	Debit	Stanley Pipes	District Manager 38.50 hrs - (February billing)	(3,850.00)
SubTotal				(6,300.00)
PLANNED PROJECT EXPENSES thru JUN, 2020				
Ongoing		Equipment Rentals / Labor/ Supplies	COJ Park Development: up to	(19,500.00)
3/31/2020		Dock and Boat Lift Repairs	2019 Dredging Project" up to 45,000	(45,000.00)
4/15/2020		LG2 Environmental Solutions	Tamarix Survey of COJ Park Property	(3,800.00)
4/30/2020		HWSD Spoil Site Development	Erosion Control; gates & fencing; etc	(40,000.00)
5/15/2020		Roy Miller Accounting Firm	Setup GL for Enterprise Accounting	(1,500.00)
6/30/2020		Tirhas Berhane Gebremedhin	Purchase Parcel 160265 (\$13,000) plus other parcels	(25,000.00)
6/30/2020		Tractor; Lawn equipment; storage	Purchase skid steer; storage container; etc	(55,000.00)
SubTotal				(189,800.00)
TOTAL REQUESTED DISBURSEMENT PLUS PROJECTS:				\$ (196,997.00)
PROJECTED NET REVENUE FROM 2019 ASSESSMENT				\$ 16,000.00
Projected 2019 Assessment Collected		\$	180,649	
OPERATING EXPENSES - Mar, 2020 thru Jun, 2020				(24,918.30)
PROJECTED DEBT SERVICE				
5/1/2020		Interest Payment	Series 2018 Revenue Note	(18,631.01)
5/1/2020		Principal Payment	Series 2018 Revenue Note	(38,327.90)
OPERATING EXPENSES ; & DEBT SERVICE EXPENSE:				\$ (81,877.21)
TOTAL HWSD DISPOSABLE FUNDS				
REED ISLAND MANAGEMENT			License Payment less Clearing & Grubbing expense	\$ 121,250.00
			TOTAL AVAILABLE FUNDS - as of June 30, 2020	\$ 97,887.39