

**HARBOUR WATERWAY**  
**SPECIAL DISTRICT**  
*Agenda*

Tuesday  
May 23, 2023  
6:00 pm

Watson Realty  
2490 Monument Road  
Jacksonville, FL. 32225

- #
- I. Introduction**
    - a. Call to Order
    - b. Roll Call / Quorum
  
  - II. Administrative**
    - a. Approval of Minutes
      - i. Minutes from April 11, 2023*
  
  - III. District Business**
    - a. Reed Island Spoil Site
      - i. Reed Island Nature Park – Transfer Park Property (77.7 acres) to HWSD*
      - ii. Resolution 2023 - 06*
    - b. Spoil Site Disposal Activity
      - i. Isle of Palms – Dredging Project*
      - ii. Fincantieri Ship Yard – Dredging Project*
    - c. Marina – Next Steps:
      - i. Replace electrical service panel & upgrade security / gate*
      - ii. Replace bulkhead and replace fixed dock next to boat ramp*
      - iii. Extend boat ramp*
    - d. Southern Bulkhead Replacement – live wall (Marl & Limestone) or bulkhead 1,500 linear feet
    - e. Powerline Dredging Project – up to 30,000 cubic yards
    - f. Waterway Rules & Regulations
      - i. Dock Approvals*
  
  - IV. Financial**
    - a. Approval to disburse funds
  
  - V. District Schedule**
    - i. Next Scheduled Board Meeting – June 13, 2023*
  
  - 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, May 23, 2023

#### **I. Introduction**

The Harbour Waterway Special District (HSWD) meeting of the Board of supervisors was held on May 23, 2023. The meeting was called to order at 6:01 pm. In attendance were Rick Fornos, Bob Birtalan, Wally Lovely, and District Manager Stanley Pipes. It was noted that there was a quorum present. Caroline Birtalan was present as recording secretary.

#### **II. Administrative**

Approval of minutes from April 11, 2022 – A Motion was made to approve the meeting minutes; Motion Carried.

#### **III. District Business**

Reed Island Nature Park- Resolution 2023-06 was discussed by the Board. A motion was made to approve Resolution 2023-06; Motion Carried.

Isle of Palms- Progress is being made and the project is almost completed.

HWSD Marina- Remaining updates and repairs include replacing the electrical panel, replacing fencing as required, upgrading security and the gate, replacing the bulkhead and capping the bulkhead with a fixed dock, and extending the boat ramp.

Southern Bulkhead- From the powerlines to the first house, the existing bulkhead needs to be repaired to prevent material from flowing from Mill Cove into the canal system. Several alternatives are being reviewed.

Powerline Dredging Project- An estimated 30,000 cubic yards need to be dredged underneath the powerlines to Canal Markers 19 / 20.

Waterway rules and regulations- No news to report.

## Financial

Approval to disburse funds- A motion was made to approve the disbursements for administrative services, legal services, district manager billing, payroll and withholding tax, Landscape Services, Ramps for Marina, and Truist payment totaling \$23,981.48; Motion Carried.

Total available funds in the HWSD general fund after disbursements is \$2,957,745.10. Total Projected Available funds after FY Operating and Project expenses as of June 30, 2023, is \$1,01.744.94.

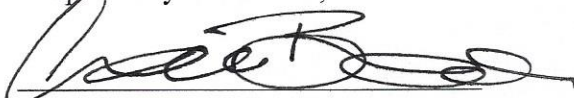
## IV. District Business

Next scheduled Board Meeting- The next meeting is scheduled for June 13, 2023.

## Adjournment

The meeting was adjourned at 6:4 PM. The next monthly Board of Supervisors meeting is Scheduled for June 13, 2023.

Respectfully Submitted,



Caroline B. Birtalan  
Recording Secretary



Robert P. Birtalan  
Secretary / Treasurer

**HARBOUR WATERWAY SPECIAL DISTRICT  
RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE HARBOUR WATERWAY SPECIAL DISTRICT,  
DUVAL COUNTY, FLORIDA, APPROVING THE PURCHASE OF  
PROPERTY LOCATED ON AND ADJACENT TO REED ISLAND;  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors of the Harbour Waterway Special District (“District”), a dependent special district created by City of Jacksonville Ordinance No. 2010-725-E, has responsibility for continuing maintenance of the system of channels and canals (“Canals”) located within its geographic boundaries; and

WHEREAS, the District is responsible for maintaining Reed Island Park, and in order to provide a safe boat dock for access to Reed Island Park and construct other facilities for the benefit of the District; and

WHEREAS, there are two parcels, 160258-0010 & 160258-0004, adjacent to the District’s property that is appropriate for use as a nature park and other uses beneficial to the District.

NOW THEREFORE BE IT RESOLVED by the Board of the District:

Section 1. The Chairman of the Board or the Secretary/Treasurer or the District Manager is authorized to negotiate and execute all closing documents for the purchase of the two parcels and distribute funds up to \$15,000, on behalf of the District.

Section 2. This Resolution shall become effective upon passage.

Passed and Adopted this 23<sup>rd</sup> day of May, 2023.

  
Chairman

Attest:

  
Board Secretary



1 Introduced by the Council President at the request of the Mayor:

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4 **ORDINANCE 2023-351**

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6 AN ORDINANCE APPROVING AND AUTHORIZING THE  
7 MAYOR, OR HIS DESIGNEE, AND CORPORATION  
8 SECRETARY TO EXECUTE AND DELIVER, FOR AND ON  
9 BEHALF OF THE CITY, THAT CERTAIN AGREEMENT FOR  
10 SALE AND PURCHASE ("PSA") BETWEEN THE CITY OF  
11 JACKSONVILLE ("CITY") AND THE HARBOUR WATERWAY  
12 SPECIAL DISTRICT ("HARBOUR"), AND TO EXECUTE ALL  
13 DEEDS AND CLOSING DOCUMENTS RELATING THERETO,  
14 AND AUTHORIZING ANY TECHNICAL CHANGES TO THE PSA  
15 DOCUMENTS RELATING THERETO, AND OTHERWISE TAKE  
16 ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE  
17 OF THE PSA, FOR THE CONVEYANCE TO HARBOUR OF  
18 PROPERTY LOCATED IN COUNCIL DISTRICT 2 AND AT  
19 LARGE GROUP 2, COMPRISED OF APPROXIMATELY 77.7  
20 ACRES OF REAL PROPERTY LOCATED ON AN  
21 ISLAND/PENINSULA USED FOR DREDGE SPOIL AND KNOWN  
22 AS REED ISLAND IN THE ST. JOHNS RIVER SOUTH OF  
23 BLOUNT ISLAND LESS THAN FOUR MILES WEST OF THE  
24 INTRACOASTAL WATERWAY (THE "PROPERTY") IN  
25 EXCHANGE FOR HARBOUR'S AGREEMENT TO MANAGE AND  
26 IMPROVE AND EXPAND THE PUBLIC PARK LOCATED ON  
27 THE PROPERTY; PROVIDING FOR WAIVER OF SECTION  
28 122.424(a)(1) (DISPOSITION BY DIRECT SALE,  
29 ADJOINING OWNERS), *ORDINANCE CODE*, AS TO THE  
30 NOTICE REQUIREMENTS; PROVIDING FOR CITY  
31 OVERSIGHT BY THE PARKS, RECREATION AND COMMUNITY

1 SERVICES DEPARTMENT; AMENDING ORDINANCE 2010-  
2 725-E, AS AMENDED BY ORDINANCES 2015-233-E and  
3 2020-267-E; PROVIDING AN EFFECTIVE DATE.  
4

5 **BE IT ORDAINED** by the Council of the City of Jacksonville:

6 **Section 1. Agreement for Sale and Purchase Approved and**  
7 **Execution Authorized.** There is hereby approved, and the Mayor, or  
8 his designee, and Corporation Secretary are hereby authorized to  
9 execute and deliver, for and on behalf of the City, the PSA between  
10 the City and Harbour, in substantially the same form as attached  
11 hereto as **Exhibit 1**, labeled as "Exhibit 1" (with such "technical"  
12 changes as herein authorized), and to execute all deeds and closing  
13 documents relating thereto, and otherwise take all action necessary  
14 or appropriate to effectuate the purpose of this Ordinance.

15 The PSA is for the purchase by Harbour of approximately 77.7  
16 acres of real property owned by the City and the consideration for  
17 transfer of the Property to Harbour, Harbour will manage, maintain  
18 and improve the Property as provided in the PSA. The Property to be  
19 conveyed is shown on the map attached as **Exhibit 2** and will be used  
20 by Harbour as a public access park facility except as consistent with  
21 the terms of the PSA.

22 The PSA may include such additions, deletions, and changes as  
23 may be reasonable, necessary, and incidental for carrying out the  
24 purposes thereof, as may be acceptable to the Mayor or his designee,  
25 with such inclusion and acceptance being evidenced by execution of  
26 the PSA by the Mayor or his designee. No modification of the PSA may  
27 increase the financial obligations or the liability of the City and  
28 any such modification shall be technical only and shall be subject  
29 to appropriate legal review and approval of the General Counsel or  
30 his or her designee and all other appropriate action required by law.

1 For the purposes of this Ordinance, "technical changes" is defined  
2 as those changes having no financial impact to the City; including,  
3 but not limited to, changes in legal descriptions or surveys,  
4 resolution of title defects (if any), descriptions of infrastructure  
5 improvements and/or any road project, ingress and egress, easements  
6 and rights-of-way, performance schedules (provided that no  
7 performance schedule may be extended for more than one year without  
8 City Council approval), design standards, access and site plans, and  
9 other non-substantive changes that do not substantively increase the  
10 duties and responsibilities of the City under the provisions of the  
11 PSA.

12 **Section 2. Waiver of Section 122.424(a) (1) (Disposition by**  
13 **direct sale, Adjoining Owners), Ordinance Code.** Section  
14 122.424(1) (a) (Disposition by direct sale, Adjoining Owners) Chapter  
15 122 (Public Property), Ordinance Code, is hereby waived as to the  
16 notice requirement to all adjoining property owners, as the direct  
17 sale is to Harbour, an adjoining property owner. Harbour is a special  
18 taxing district organized for dredging residential communities that  
19 currently provides maintenance services for the Property and has the  
20 expertise and budget for operation and maintenance of the park on the  
21 Property, therefore, no notice was given to the other adjoining  
22 property owners which are mostly residential subdivision homeowners.

23 **Section 3. Oversight.** The Parks, Recreation and  
24 Community Services Department shall provide oversight and  
25 administration of the PSA.

26 **Section 4. Amendment to Section 2, Ordinance No. 2010-725-**  
27 **E, as amended by Ordinance Nos. 2015-233-E and 2020-267-E.** Section 2  
28 is amended in part to read as follows:

29 Sec. 2. Purpose. The purpose of the District shall be the  
30 continuing maintenance of the system of canals located in The Harbour

1 neighborhood, Harbour Cay neighborhood, Harbour North neighborhood,  
2 Harbour Island neighborhood, construction and maintenance of a dredge  
3 disposal site, ~~and~~ maintenance and improvement of the upland and  
4 marsh areas surrounding the spoil disposal site together with access  
5 roads to the spoil disposal site, and maintenance and operation of  
6 public park property adjacent to the spoil disposal site conveyed to  
7 the District by the City for operation as a park. The District shall  
8 fulfill its purpose by dredging the canals, dredging the channel that  
9 provides the canals with access to the St. Johns River, maintaining  
10 a jetty, maintaining navigational aids, enhancing and restoring  
11 uplands and wetlands on the lands owned by the District, and operating  
12 and maintaining a public access park on land adjacent conveyed to the  
13 District for that purpose that are adjacent to the spoil site owned  
14 and operated by the District.

15 **Section 5. Retroactive applicability.** This ordinance  
16 shall be retroactive so that the amendment adopted herein shall be  
17 effective as if it were contained in the original enabling Ordinance  
18 2010-725-E.

19 **Section 6. All other aspects of Ordinance 2010-725-E**  
20 **unchanged.** With the exception of Section 5 of this ordinance, in all  
21 other respects Ordinance 2010-725-E shall remain unchanged and in  
22 full force and effect.

23 **Section 7. Further Action Authorized.** The General  
24 Counsel, or his designee, is authorized to take such further action  
25 and to execute all other documents necessary to effect the intentions  
26 set forth herein.

27 **Section 8. Effective Date.** This Ordinance shall become  
28 effective upon signature by the Mayor or upon becoming effective  
29 without the Mayor's signature.

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Form Approved:

/s/ Harry M. Wilson, IV

Office of General Counsel

Legislation prepared by: Harry M. Wilson, IV

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## **AGREEMENT FOR SALE AND PURCHASE**

THIS AGREEMENT is between the CITY OF JACKSONVILLE, FLORIDA, a body politic and corporate, whose address is 117 W. Duval Street, Suite 400, Jacksonville, Florida 32202, as "Seller" and the HARBOUR WATERWAY SPECIAL DISTRICT, a 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 as "Buyer".

1. PURCHASE AND SALE. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property located in Duval County, Florida, Parcel 160258 0010 & 160258 0004 described in Exhibit "A" lying, together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), and subject to the covenants referenced in Section 3.B below, which shall be covenants and restrictions in the deed from Seller to Buyer described in paragraph 8. This Agreement becomes legally binding on approval of each party's governing board and due execution of same, the latest date of which will be the "Effective Date" of this Agreement.

2. USE OF THE PARK PROPERTY. The segment of the Property described in Exhibit "B" (hereinafter "Park Property") will be solely used as a park / conservation area (hereinafter "Park") by Buyer, who will allow the general public to utilize the existing and proposed park amenities, including docks, picnic pavilions, nature trails, and roadways in perpetuity. The Park Property and all facilities within shall be open daily to the general public during daylight hours, provided access to the Park Property shall be limited to water access only.

3.A. PURCHASE PRICE. The purchase price for the Property shall be in exchange for the Buyer constructing the park facilities described as Consideration for Conveyance in Section 3.B and maintaining the nature park indefinitely. No additional consideration shall be paid by Buyer for conveyance of the Property

3.B. CONSIDERATION FOR CONVEYANCE.

(i) Buyer agrees to increase the size of the Park Property from 77.7 acres to a total of 82.2 acres by adding properties currently owned by Buyer which will include wetlands and tidal salt marsh contiguous to the Park Property as shown in Exhibit "B".

(ii) Buyer agrees to excavate a 100 feet wide canal to a depth of -5.0 feet MLW within 300 feet of the picnic pavilions as shown on the site plan attached as Exhibit "C". Buyer agrees to construct a bulkhead on both sides of the canal and maintain the bulkhead indefinitely. The canal shall be periodically dredged, as appropriate to maintain a navigable depth in order for appropriately sized boats to dock at the Park Property. Although not a part of the Consideration, Buyer intends for the canal to eventually be connected to a private canal system adjacent to the Property allowing egress by water for residential parcels on the private waterway, subject to permitting and approval from the USACE and the FDEP.

(iii) Buyer agrees to construct and maintain an ADA complaint 8' x 125' floating dock with an ADA complaint gangway and walkways to allow egress from the floating dock to the picnic pavilions as shown in Exhibit "C". Docks and bulkheads shall be inspected monthly to identify maintenance needs and repairs. Buyer shall use commercially reasonable efforts to repair any defects or repairs identified during inspections within (1) one year, and minor repairs shall be corrected as quickly as possible.

(iv) Buyer agrees to construct and maintain two (2) picnic pavilions per the attached specifications as shown in Exhibit "D". In addition, Buyer will grade and maintain a beach area along the St Johns River adjacent to the picnic pavilions.

(v) Buyer agrees to maintain at least 4000 linear feet of nature trails, not to exceed eight (8) feet in width on the Park Property. Nature trail maintenance shall include mowing the trails up to 2 times per month from April thru October and once per month November thru March or as needed; occasionally trimming along the trails to remove impediments; and installing and maintaining trail signage. Park signage shall include the park rules sign, park trail map, trail directional signage, and any advisable warning signs posted at the picnic pavilions.

(vi) Buyer agrees to install a three-strand barbed wire fence adjacent to the dredge material management area to control park visitors from gaining access to the dredge spoil site.

(vii) Buildings constructed on Park Property is restricted to the facilities included in the conceptual plan in Exhibit "C", any future proposed buildings in the Park shall require written approval from the City of Jacksonville's director of Parks and Recreation.

(viii) Buyer agrees to continue plant removal of invasive and nuisance plants, it is understood that Buyer or its agents will clear and burn or allow the debris to decay naturally, on-site. Buyer will follow best management practices in conducting this activity and where appropriate and necessary will utilize herbicide(s) to fully eradicate target plants. Buyer agrees to continue to collaborate with the City of Jacksonville, U.S. Army Corp of Engineers, and the First Coast Invasive Working Group to work towards eradication of Tamarix and Brazilian Pepper from the Buyer's existing property and the Park Property.

(ix) The name of the park shall be Reed Island Park; any proposed name change requires approval from the City of Jacksonville's director of Parks and Recreation.

(x) Buyer will seek to obtain necessary property interest to provide access to the Park Property by a service road south of the Buyer's property as shown on the Map attached as Exhibit "B". If and to the extent Buyer does secure legal access to the Park Property via a roadway, it will permit and authorize Seller to utilize use such access for purposes of inspecting the Park Property, however said access, if obtained will not be utilized for public access to the Park Property.

(xi) The Buyer shall not sell or convey any of the 82.2-acre Park Property without the City of Jacksonville's Parks and Recreations written consent, which consent shall not be unreasonably withheld.

(xii) The foregoing subsections 3.B.(i)-(xi), shall survive the closing of the sale of the Property to Buyer and shall supersede subsections 3.B(ii)-(vi) of that certain Sale and Purchase Agreement executed by the parties on April 23, 2019 and shall be covenants in the deed described in paragraph 8.

4. INSPECTION PERIOD/ENVIRONMENTAL SITE ASSESSMENT. Buyer shall have the right, at its sole cost and expense, to inspect the Property and to conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property during the thirty (30) day period following the Effective Date of this Agreement (the "Inspection Period"). Prior to expiration of Inspection Period, Buyer may cancel this Agreement for any reason without penalty, except that Buyer shall restore any property disturbed by its inspections and assessments to the condition the property was in prior to Buyer's inspections and assessments. If further investigations, testing, monitoring or environmental site assessments are required by Buyer to determine the existence or extent of Hazardous Materials on the Property, Buyer may conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in

paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, then Buyer shall accept the Property "as is, where is, and with all faults", together with all defects, latent and patent, if any. Seller shall have no duty to pursue and or accomplish any clean-up of the Hazardous Materials or to otherwise bring the Property into compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

No later than thirty (30) days following the Effective Date, Seller will provide Buyer with any information, reports, or data requested by Buyer and after reasonable inquiry by Seller found to be in Seller's possession regarding soil or water quality on the Property or the presence of hazardous materials, as defined above, on the Property.

If Buyer elects not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, and proceeds to Closing as provided above, Buyer shall indemnify to the extent permitted by law, Seller, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Buyer shall defend, at Buyer's sole cost and expense, any legal action, claim, or proceeding instituted by any person against Seller as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause.

6. TITLE INSURANCE. At Buyer's expense, Buyer may obtain a title insurance commitment, to be followed by an owner's title insurance policy insuring title to the Property in the amount of the Purchase Price.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey obtained pursuant to this Agreement disclose any defects in title arising from liens against the Property, such liens up to the amount of Seller's net proceeds from the sale shall be satisfied at closing by Seller. If the title insurance commitment or Survey disclose any other defects that are not acceptable to Buyer, Buyer shall have the option to either: (a) accept the title as it then is with no reduction in the Purchase Price, or (b) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. Seller shall have no duty to cure any title defects arising from other than liens against the Property.

8. INTEREST CONVEYED; NO WARRANTIES. At closing, Seller shall execute and deliver to Buyer a quitclaim deed conveying Seller's interest in the Property "as is, where is, and with all faults", and subject to (i) a restriction that the Property be used for residential non-commercial dredge spoil disposal and reclamation or for conservation, and for no other purposes and (ii) the covenants in paragraph 3B of this Agreement. Seller has made no representations or warranties of any nature whatsoever, express or implied, regarding the Property, including but not limited to the physical and environmental condition of the Property, the zoning of the Property, title to the Property, the suitability of the Property or any

improvements for Buyer's intended purpose; or Buyer's legal ability to use the Property for Buyer's intended use.

9. PREPARATION OF CLOSING DOCUMENTS. Buyer shall prepare the deed described in paragraph 8 of this Agreement and Buyer's and Seller's closing statements. Buyer understands Seller, as an agency of the state, is unable to execute a no-lien affidavit customarily required to delete the standard exceptions from the title insurance policy. Seller will cooperate with the agent for the title insurance company to provide such reasonable, alternative evidence within the Seller's legal capacity to provide and at no expense to Seller to enable the title agent to delete the standard exceptions typically deleted by a no-lien affidavit.

10. EXPENSES. Buyer will pay the documentary stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement.

11. TAXES AND ASSESSMENTS. Seller and Buyer are immune from taxation. At closing, Seller shall satisfy any assessments for which it is legally responsible, if any, prorated to the date of Closing, that are or may become a lien against the Property.

12. CLOSING PLACE AND DATE. The closing shall be on or before forty-five (45) days after the Effective Date, unless earlier terminated pursuant the provisions of paragraphs 4 above. The parties shall mutually set the date, time and place of closing.

13. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. The Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

14. REVERSION CLAUSE. In the event the Buyer fails to execute the terms and conditions set forth in Section 3B (ii thru vi) within three years of the closing date, the Park Property described in Exhibit "B" with any improvements then located thereon, shall: 1) revert to the City of Jacksonville, and 2) all proceeds obtained from the sale of residential parcels 1 thru 4 located on the St. John River in Exhibit "B" shall be refunded to the City of Jacksonville or the title to said parcels held by HWSD shall revert to the City of Jacksonville. In addition, if HWSD fails to maintain the Park Property as specified in Section 3B including maintaining the facilities listed herein, and HWSD has not cured any material deficiencies within 1 year of written notice from the City of Jacksonville, the Park Property will revert to the City of Jacksonville.

15. ACCESS. Seller makes no warranties as to whether there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. BROKERS. No persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Buyer shall indemnify and hold Seller harmless from any and all such claims.

17. RECORDING. This Agreement may not be recorded.

18. ASSIGNMENT. This Agreement may not be assigned.

19. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

20. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this

Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

21. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

23. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

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

25. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

26. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

27. SURVIVAL. The covenants, warranties, representations, and undertakings of the parties set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement, and Buyer's possession of the Property.

28. SOVEREIGN IMMUNITY. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provisions of this Agreement shall be construed as a waiver of sovereign immunity by any of the Parties.

29. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

30. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement shall constitute an event of default or a breach of this Agreement, or, give rise to any remedy hereunder, to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the reasonable control and without negligence of the party otherwise chargeable with failure, delay or default, including, but not limited to: action or inaction of governmental, civil or military authority; flood; fire; war; riot; earthquake; natural disaster; act, negligence or default of the other party. The affected party shall take reasonable action to minimize the consequences of any such cause. This subsection shall in no way limit the right of either party to this Agreement to make any claim against third parties for any damages suffered due to said causes.

IF THIS AGREEMENT IS NOT FULLY EXECUTED AS PROVIDED HEREIN ON OR BEFORE DECEMBER 31, 2022, NEITHER SELLER NOR BUYER SHALL BE UNDER ANY OBLIGATION TO SELL OR PURCHASE THE PROPERTY. SELLER'S PERFORMANCE AND OBLIGATION TO PAY ANY SUMS DUE UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION FOR SUCH PURPOSE.



*Signatures appear on the following page*

**SELLER**  
**CITY OF JACKSONVILLE**

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

Lenny Curry, Mayor

Attest: \_\_\_\_\_

(OFFICIAL SEAL)

James R. McCain, Jr.  
Corporation Secretary

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Witness as to Seller

**BUYER**

**HARBOUR WATERWAY SPECIAL DISTRICT**

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

Wallace Lovely

As: Chair, Board of Supervisors

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

**EXHIBITS**

- Exhibit A Property – Parcel 160258 0010 & 0004 and Legal Description
- Exhibit B Park Property and Legal Description
- Exhibit C Conceptual Site Plan – Picnic Pavilions and Floating Dock
- Exhibit D Picnic pavilions specifications

THIS DEED, Made this 22nd day of July, A. D., 1976, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor"; the CITY OF JACKSONVILLE, a municipal corporation under the laws of the State of Florida, with mailing address 220 East Bay Street, Jacksonville, Florida, 32202, hereinafter called "Grantee"; and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is successor by merger, hereinafter called "Trustee";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the conveyance by Grantee to Grantor of that certain 6,500-square foot parcel of land adjacent to the intersection of Water Street and Pearl Street at Jacksonville, Duval County, Florida, as particularly described in deed dated ~~SEPTEMBER 14, 1970~~, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee forever, all that certain tract or parcel of land situate, lying and being at Jacksonville, County of Duval, State of Florida, in the SE 1/4 of Section 30, Township 1 South, Range 28 East of said County and State; described as follows:

The westernmost 56.60 acres of the following described tract or parcel of land: Beginning at the southeast corner of said Section 30; running thence westwardly along the south line of said Section 30, 2,332.23 feet, more or less, to the southwest corner of the "Approved Swamp Selection" according to survey by the Bureau of Land Management, U.S. Department of Interior, accepted October 5, 1949; thence northeastwardly along the northerly line of said Approved Swamp Selection 990 feet, more or less, to a corner in the northerly line of said Approved Swamp Selection; thence northeastwardly along said northerly line 2,310 feet, more or less, to the easterly line of said Section 30; thence southwardly along said east line 2,359.89 feet, more or less, to the point of beginning; the land hereby conveyed being indicated on print of Grantor's drawing prepared by Robert M. Angas and Associates, dated May, 1962, attached hereto and made a part hereof; SUBJECT, However, to that certain perpetual easement dated April 27, 1950, granted by the Seaboard Air Line Railroad Company to the United States of America for spoil disposal purposes, recorded in Deed Book 1441, Page 568 of the Current Public Records of said County and State and to that certain perpetual easement dated September 14, 1965, granted by the Seaboard Air Line Railroad Company to the City of Jacksonville for power line construction.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record.

Return to: P.S. COPE  
1300 CITY HALL  
JAX. FLA.  
This instrument was prepared by  
John T. Alderson, Jr.  
Attorney  
500 Water St., Jacksonville, Fla.

1200





Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

The property hereinabove conveyed is subject to the lien of the First Mortgage made by the former Seaboard Air Line Railroad Company, dated as of January 1, 1946, as supplemented and modified, under which mortgage Mercantile-Safe Deposit and Trust Company is the present successor Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 1 of Article Twelve thereof; and Trustee certifies that C. E. Heinmuller retired as Individual Trustee under the aforesaid mortgage effective as of August 1, 1970, and since that date, Mercantile-Safe Deposit and Trust Company has been and is presently the Trustee acting under the aforesaid mortgage, as supplemented and modified.

The recitals of fact made herein are to be taken only as recitals made by Grantor and not by Trustee.

IN WITNESS WHEREOF Grantor and Trustee have caused these presents to be duly signed and sealed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Walter M. Shepard

Donald C. Smith

Signed, sealed and delivered  
in the presence of:

Haron Judick

Malva J. Arnold

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]  
Executive Vice President

Attest: [Signature]  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as successor Corporate Trustee  
as aforesaid.

By [Signature]  
Vice President

Attest: [Signature]  
Corporate Trust Officer

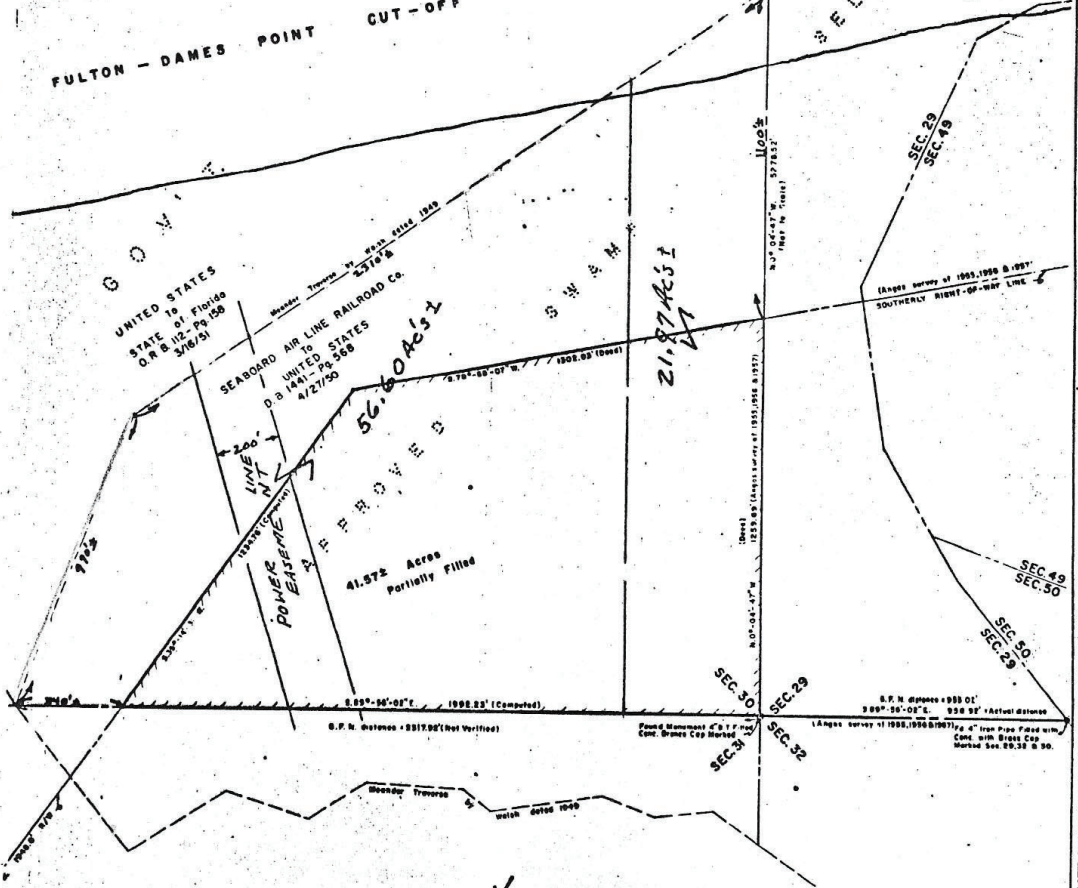
STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00
STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00
STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$5.50



FULTON - DAMES POINT  
 CUT-OFF

LOT

SELECTION



Map to Show  
 Portion of Approved Swamp Selection as shown on U. S.  
 Extension Survey by Oscar B. Welsh and Paul K. Russell  
 dated October 5, 1949, Section 30, Township 1 South,  
 Range 20, East  
 Duval County, Florida  
 for Seaboard Air Line Railroad Company

Scale 1"=800' May 1952

PREPARED BY:  
 Robert W. Angus and Associates  
 Consulting Civil Engineers and Surveyors  
 623 First Federal Savings Bldg.  
 Jacksonville, Florida.

*Robert W. Angus*

Dc-2083-18681

# MAP SHOWING A SKETCH AND DESCRIPTION OF:

## PARCEL A

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 89°15'09" WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°01'52" EAST, 425 FEET MORE OR LESS, TO THE MEAN HIGH WATERLINE, BEING THE WATERS EDGE OF MILL COVE; THENCE SOUTHWESTERLY, MEANDERING ALONG SAID WATERS EDGE 2,325 FEET MORE OR LESS TO AN INTERSECTION WITH THE WESTERLY LINE OF A 300' JEA EASEMENT; THENCE NORTH 15°15'34" WEST, ALONG SAID WESTERLY LINE 2,655 FEET MORE OR LESS TO THE MEAN HIGH WATERLINE, BEING THE WATERS EDGE OF THE ST JOHNS RIVER; THENCE NORTHEASTERLY ALONG SAID WATERS EDGE 1,290 FEET MORE OR LESS; THENCE SOUTH 00°01'51" EAST, DEPARTING SAID WATERS EDGE, 198 FEET MORE OR LESS TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 212.06 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°01'51" EAST, 190.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°58'09" EAST, 360.00 FEET; THENCE SOUTH 00°01'52" EAST, 1,547.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 79.07 ACRES (3,444,429 SQUARE FEET), MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

## PARCEL B

A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN ISLAND LYING SOUTHERLY OF PARCEL A DESCRIBED HERE ON, LYING IN MILL COVE AND RUNNING ALONG THE MEAN HIGH WATER LINE, BEING THE WATERS EDGE FOR A TOTAL PERIMETER DISTANCE OF 2,288 FEET MORE OR LESS.

CONTAINING 3.14 ACRES (136,610 SQUARE FEET), MORE OR LESS.

ALL ABOVE CONTAINING 82.21 ACRES (3,581,039 SQUARE FEET), MORE OR LESS.

## SURVEY NOTES

**NOTE:** THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF SECTION 30 AS BEING N 89°15'09" W (PER PLAT).
2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT
3. A TITLE COMMITMENT HAS NOT BEEN PROVIDED.
4. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEE SHEET 2 FOR SKETCH  
SHEET 1 OF 2

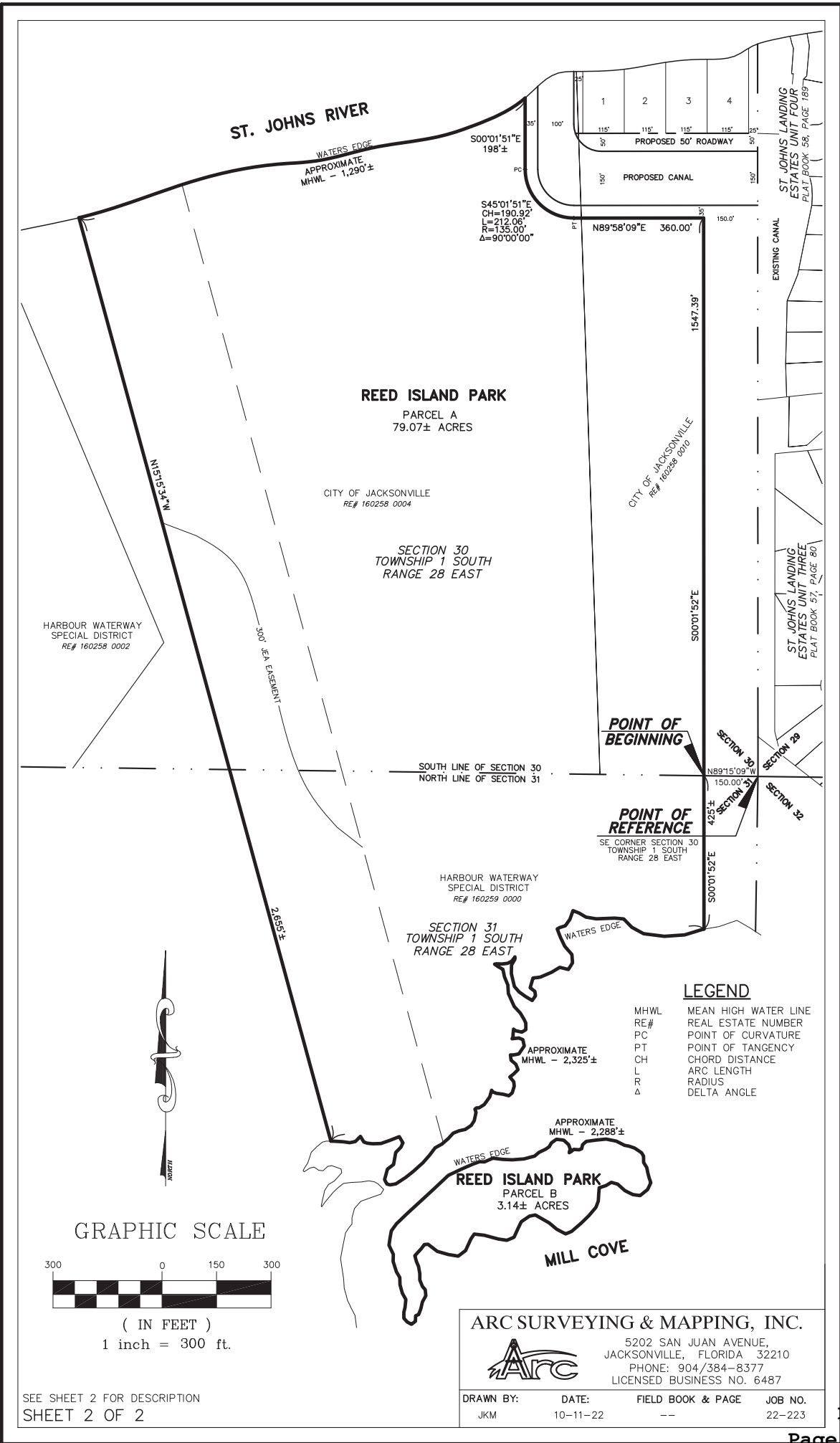
JOHN K. MAFFETT  
Florida Registration Certificate No. 6951  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

## ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	10-11-22	--	22-223





REED ISLAND PARK



1000 ft

Harbour Waterway Special District

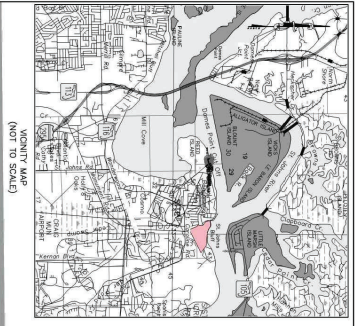
Google Earth



**REED ISLAND PARK**  
BOAT DOCK AND PICNIC AREA







**MAP SHOWING TOPOGRAPHIC SURVEY OF**  
**A PORTION OF REED ISLAND PARK**  
 RECORDED IN OFFICIAL RECORDS BOOK 4231 PAGE 1170  
 R.E. # 160256-0000  
 LYING IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 28 EAST,  
 DUVAL COUNTY, FLORIDA

**GENERAL NOTES**

1. THE ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1988.
2. DIMENSIONS SHOWN THIS 25' OF ANY ABOVE BUILDING CONCEPT AND FINISH TIES.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THIS SURVEY AND EXTENDED WITHOUT THE BENEFIT OF THE COMMENT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF THE COMMENT.
5. WORKER SHALL BE ADVISED OF ANY OBSTRUCTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE FIELD.
6. THE SURVEY IS BASED ON THE FEDERAL BENCH MARK NO. 7285.
7. AMERICAN BUREAU OF MAPS.

ARC SURVEYING & MAPPING, INC.  
 5202 San Juan Ave.  
 Jacksonville, Florida 32210  
 Tel. (904) 386-8777 Fax (904) 386-8388  
 www.arc-surveying.com  
 Licensed Business # 1467

DUVAL COUNTY, FLORIDA  
 JACKSONVILLE

File name:	Party Chief:	Dwn by:	Drawing Date:
Reference files:	Field Bk/Pg:	Drawn by:	Survey Date:
		BLP	08/21/19
	Contract to:		
	PROSSER INC.		
1	KES	10/16/20	REVISED TO SHOW TREES
No	Approved	Date	Description

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY PERSONAL SUPERVISION AND THAT THE SURVEY WAS ACCURATELY MADE AND THAT THE SURVEY SHOWS HEREON WERE THE ORIGINAL RECORDS OF THE SURVEY MADE BY ME OR UNDER MY PROFESSIONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA UNDER CHAPTER 54-17.002.

KAREN E. STONE, SURVEYOR  
 FLORIDA REGISTRATION NO. 7285  
 NOT VALID WITHOUT SIGNATURE AND MAILED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO.  
 19-03-25  
 FILE NO.  
 19-03-25











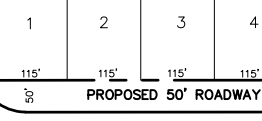


ST. JOHNS RIVER

WATERS EDGE  
APPROXIMATE  
MHWL - 1,290'±

S00°01'51"E  
198'±

S45°01'51"E,  
CH=190.92'  
L=212.06'  
R=135.00'  
Δ=90°00'00"



ST. JOHNS LANDING  
ESTATES UNIT FOUR  
PLAT BOOK 58, PAGE 189

REED ISLAND PARK

PARCEL A  
79.07± ACRES

CITY OF JACKSONVILLE  
RE# 160258 0004

SECTION 30  
TOWNSHIP 1 SOUTH  
RANGE 28 EAST

HARBOUR WATERWAY  
SPECIAL DISTRICT  
RE# 160258 0002

N15°15'34"W

300' JEA EASEMENT

CITY OF JACKSONVILLE  
RE# 160238 0010

S00°01'52"E

1547.39'

EXISTING CANAL

ST. JOHNS LANDING  
ESTATES UNIT THREE  
PLAT BOOK 57, PAGE 80

POINT OF  
BEGINNING

SOUTH LINE OF SECTION 30  
NORTH LINE OF SECTION 31

POINT OF  
REFERENCE

SE CORNER SECTION 30  
TOWNSHIP 1 SOUTH  
RANGE 28 EAST

HARBOUR WATERWAY  
SPECIAL DISTRICT  
RE# 160259 0000

SECTION 31  
TOWNSHIP 1 SOUTH  
RANGE 28 EAST

WATERS EDGE

APPROXIMATE  
MHWL - 2,325'±

APPROXIMATE  
MHWL - 2,288'±

REED ISLAND PARK  
PARCEL B  
3.14± ACRES

WATERS EDGE

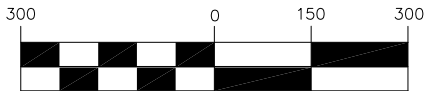
MILL COVE

LEGEND

- MHWL MEAN HIGH WATER LINE
- RE# REAL ESTATE NUMBER
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CH CHORD DISTANCE
- L ARC LENGTH
- R RADIUS
- Δ DELTA ANGLE



GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.

ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	10-11-22	--	22-223

SEE SHEET 2 FOR DESCRIPTION  
SHEET 2 OF 2

# MAP SHOWING A SKETCH AND DESCRIPTION OF:

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SEE SHEET 2 FOR SKETCH  
SHEET 1 OF 2

\_\_\_\_\_  
JOHN K. MAFFETT  
Florida Registration Certificate No. 6951  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
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## ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,  
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PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	10-11-22	--	22-223

Exhibit 2

# HARBOUR WATERWAY SPECIAL DISTRICT

Motion to Disburse Funds:

Tuesday, May 23, 2023

Date	Num	Description	Memo	Amount
<b>CURRENT ASSETS</b>				
3/31/2023		<b>TRUIST CHECKING ACCOUNT</b>	<b>BEGINNING BALANCE</b>	<b>\$ 3,052,196.46</b>
		TAX DEPOSITS	April 1 - 30	2,109.14
<b>TOTAL GENERAL FUND BALANCE</b>				<b>\$ 3,054,305.60</b>
<b>CLEARED DISBURSEMENTS</b>				
4/27/2023	Trans	Truist Credit Card	Payment - Billing Cycle Date	(63.97)
4/17/2023	1987	Caroline Birtalan	Administrative Services (March 14 )	(150.00)
4/10/2023	Epay	Lewis Longman & Walker	Legal Services up to: (March Billing)	(1,561.22)
4/4/2023	Debit	Stanley Pipes	District Manager 47.75 hrs. - (March Billing)	(3,809.71)
4/12/2023	Debit	USA IRS - Tax Payment	Payroll & Withholding Taxes - March	(2,563.70)
4/17/2023	Debit	Truist Bank	Truist Merchant Services - Fees	(60.90)
4/20/2023	Debit	JEA - Marina	Monthly Bill - (03/27/2022)	(32.49)
4/14/2023	1986	James Doherty	Landscape Service - Marina, Marsh, & Entrance (March)	(270.00)
4/12/2023	Debit	FL unemployment fee	FL. Unemployment Insurance	(189.00)
4/12/2023	Debit	Federal 940	Annual Federal Unemployment Tax	(42.00)
4/14/2023	Debit	Truist Bank	Stop Payment on Check 1929	(35.00)
4/21/2023	Debit	Truist Bank	Service Charge	(12.00)
4/27/2023	Epay	Truist Bank	2018 Revenue Note Principal & Interest Payment	(56,958.90)
Ongoing		2021 Tax Rebate Program	Rebate Checks	-
<b>DISBURSEMENTS - SubTotal</b>				<b>(65,748.89)</b>
4/30/2023		<b>TRUIST CHECKING ACCOUNT</b>	<b>TOTAL GENERAL FUND ENDING BALANCE</b>	<b>\$ 2,988,556.71</b>
<b>OUTSTANDING DISBURSEMENTS / DEPOSITS</b>				
5/5/2023	Debit	Stanley Pipes	District Manager 45.50 hrs. - (April Billing)	(4,550.00)
4/8/2023	Debit	JEA - Marina	Monthly Bill - (04/27/2023)	(40.56)
5/5/2023	1992	James Doherty	Landscape Service - Marina, Marsh, & Entrance (April)	(270.00)
5/5/2023	1989	JAX AA Fencing	Fencing for Marina	(1,969.57)
				<b>SubTotal</b>
				<b>(6,830.13)</b>
<b>TOTAL GENERAL FUND BALANCE - after Outstanding Items</b>				<b>\$ 2,981,726.58</b>
<b>REQUESTED DISBURSEMENTS</b>				
5/9/2023		Caroline Birtalan	Administrative Services (April 11 )	(150.00)
5/9/2023	Debit	Stanley Pipes	District Manager up to 50.00 hrs. - (May Billing)	(5,000.00)
5/9/2023	Debit	USA IRS - Tax Payment	Payroll & Withholding Taxes - April	(1,330.58)
5/9/2023	Debit	Truist Bank	Truist Merchant Services - Fees	(60.90)
5/9/2023	Epay	Lewis Longman & Walker	Legal Services up to: (April Billing)	(450.00)
6/5/2023		James Doherty	Landscape Service - Marina, Marsh, & Entrance (May)	(270.00)
5/9/2023	Trans	Truist Credit Card	Payment - Billing Cycle Date 5-10-2023	(1,720.00)
5/9/2023		Decks & Dock Lumber Co.	Ramps for Marina	(5,000.00)
5/24/2023	Debit	Duval County Tax Collector	Purchase Tax Certificates up to:	(10,000.00)
				<b>SubTotal</b>
				<b>(23,981.48)</b>
<b>TOTAL AVAILABLE FUNDS AFTER REQUESTED DISBURSEMENTS</b>				<b>\$ 2,957,745.10</b>
<b>PLANNED PROJECT EXPENSES</b>				
Ongoing		Parcel Owners	Purchase marsh & other parcels adjacent or near to the District	(300,000.00)
Ongoing		Equipment Rentals / Labor/ Supplies	COJ Park Development: up to	(30,000.00)
6/30/2023	1	Marina Development Project	(1) Upgrade security and replace gate, replace electrical service; (2) Replace bulkhead; (3) Extend Boat Ramp	(144,000.00)
9/15/2023	2	South Bulkhead Replacement - 1300 ft	Replace bulkhead out to power lines - live wall or bulkhead	(950,000.00)
6/15/2023	3	Powerline Dredging Project	Remove up to 30,000 cubic yards from powerlines to the first house	(450,000.00)
6/30/2023	4	Reed Island Park	HWSD acquires 77.7 acre park from COJ & manage park	(850,000.00)
12/31/2023	5	Reed Island Park	Sell (4) four river front lots	850,000.00
<b>TOTAL PLANNED PROJECTS:</b>				<b>\$ (1,874,000.00)</b>
<b>FORECAST NET REVENUE FROM 2022 ASSESSMENT</b>				<b>\$ 9,342.12</b>
2022 Assessment Collected		\$	204,658	
<b>BUDGETED OPERATING EXPENSES - May 1, 2023 thru June 30, 2023</b>				<b>(41,342.28)</b>
<b>OPERATING EXPENSES &amp; DEBT SERVICE EXPENSE:</b>				<b>\$ (41,342.28)</b>
<b>TOTAL HWSD PROJECTED DISPOSABLE FUNDS</b>				
<b>TOTAL PROJECTED AVAILABLE FUNDS after FY Operating &amp; Project Expenses</b>				<b>\$ 1,051,744.94</b>



# HARBOUR WATERWAY SPECIAL DISTRICT

## CREDIT CARD TRANSACTIONS - STANLEY PIPES

Tuesday, May 23, 2023

Date	Description	Memo	Government	Reed Island	Total Amount	Outstanding Balance
<b>POSTED TRANSACTIONS</b>						
<b>2/9/2023</b>	<b>STATEMENT CYCLE DATE</b>	<b>CREDIT CARD STMT BALANCE</b>			<b>\$ (1,296.37)</b>	<b>\$ (1,296.37)</b>
2/10/2023	Truist Checking Account	<b>Credit Card Payment</b>	<b>1,296.37</b>		<b>1,296.37</b>	-
2/19/2023	Gate	Diesel Fuel		(175.00)	(175.00)	(175.00)
2/19/2023	Gate	Diesel Fuel		(76.97)	(76.97)	(251.97)
2/28/2023	Truist Checking Account	<b>Credit Card Payment</b>		<b>251.97</b>	<b>251.97</b>	-
3/5/2023	Lowes	SS 1/2" Flat Washers	(11.56)		(11.56)	(11.56)
<b>3/10/2023</b>	<b>STATEMENT CYCLE DATE</b>	<b>CREDIT CARD STMT BALANCE</b>			<b>\$ (11.56)</b>	<b>\$ (11.56)</b>
3/16/2023	Sam's Club	Print Paper	(39.75)		(39.75)	(51.31)
3/26/2023	Amazon	Zurn Backflow Valve	(545.14)		(545.14)	(596.45)
3/27/2023	Amazon	Dock Bumpers	(78.33)		(78.33)	(674.78)
3/30/2023	Truist Checking Account	<b>Credit Card Payment</b>	<b>674.78</b>		<b>674.78</b>	-
4/6/2023	City of Jacksonville	Parking	(4.00)		(4.00)	(4.00)
4/6/2023	IONOS	Website Hosting	(59.97)		(59.97)	(63.97)
<b>4/10/2023</b>	<b>STATEMENT CYCLE DATE</b>	<b>CREDIT CARD STMT BALANCE</b>			<b>\$ (63.97)</b>	<b>\$ (63.97)</b>
4/28/2023	Truist Checking Account	<b>Credit Card Payment</b>	<b>63.97</b>		<b>63.97</b>	-
4/29/2023	Intuit QuickBooks	Quickbooks Software Renewal - Enterprise	(1,720.00)		(1,720.00)	(1,720.00)
5/6/2023	Truist Checking Account	<b>Credit Card Payment</b>	<b>1,720.00</b>		<b>1,720.00</b>	-
<b>5/10/2023</b>	<b>STATEMENT CYCLE DATE</b>	<b>CREDIT CARD STMT BALANCE</b>			<b>\$ -</b>	<b>\$ -</b>