

**Sebastian Inlet District
Regular Commission Meeting
Wednesday, 4 PM, October 14, 2026
Sebastian Inlet District Office
114 Sixth Avenue
Indianapolis, FL, 32903**

AGENDA

- I. Call to Order – Chairman Barney**
- II. Approval of Minutes**
 - A) Regular Commission Meeting. – September 9, 2026 (PP 3-6)**
 - B) Tentative Millage and Budget Hearing – September 9, 2026 (PP 7-8)**
 - C) Final Millage and Budget Hearing – September 21, 2026 (PP 9-10)**
- III. Additions and deletions**
- IV. Presentations**
 - A) No presentations**
- V. Information and Discussion Agenda**
 - A) Executive Director's Reports: (PP 11-14)**
 - 1. Update on FY 2027/28 FDEP Local Government Funding Request Grant Application (LGFR) – DRAFT Project Assessments (PP 11-12)**
 - 2. Discussion of the 2026 FDEP Annual Inlet Report – Sebastian Inlet Bypass (PP 13-14)**
- VI. Consent Agenda**
 - A) Authorized Work for Commission Review:**
 - 1. Summerlin's Marine Construction, LLC Work Order No. 2526-017– Summerlin Channel Marker Repairs #6, #8, #20 & Dayboards #11 and #16 (PP 15-16)**
 - 2. Summerlin's Marine Construction, LLC Work Order No. 2627-09– Summerlin Channel Marker Repairs Green Buoy #3A & Stock Signs (PP 17-18)**
 - B) Recommended for Approval:**
 - 1. Suntex Marinas Boat Slip Rental Agreement 2026-2028 Work Order No. 2627-007-Marina (PP 19- 41)**
 - 2. Work Order No. 2627-08 - ESA, Environmental Science Associates DMMA Annual Land Management and Site Engineering (PP 42-49)**

**3. Change Order No. 1 - Work Order No. 2526-013 - ATKR, AtkinsRealis
2026 Flood Tidal Shoal Seagrass Monitoring and Hardbottom Biological
Monitoring (PP 50-51)**

VII. Public Comment on Consent Agenda Items

VIII. Board Vote on Consent Agenda

IX. Unfinished Business

X. New Business

**A) Award of Bid – North Jetty Improvements Project – Phases 2 and 3
Shoreline Foundation, Inc. – Work Order No. 2627-006 – SFI
(PP 52-64)**

**B) Work Order No. 2627-10 - ESA, Environmental Science Associates
North Jetty Improvements Project – Phases 2 and 3 (PP 65-78)**

XI. Public Comment on New Business

XII. Public Outreach Activities (PP 79-86)

XIII. Park Matters — Ken Torres

XIV. Legal Counsel Update — Shawn L. Demers, Gray Robinson

XV. Public Comment Period

XVI. Commissioners Items

Chairman Barney — Commission Orientation Guide

Vice Chair Frazier

Secretary/Treasurer Rowland

Commissioner Marshall — T-Dock

Commissioner Campbell

XVII. Adjournment

September 2026 Financial Statements (PP 87-101)

Sebastian Inlet District
Regular Commission Meeting
Wednesday, 4 PM, September 9, 2026
North Indian River County Library
1001 Sebastian Boulevard 32958

Minutes

Present at the meeting were: Chairman David Barney, Commissioner Lisa Frazier (Vice Chair), Commissioner Michael Rowland (Secretary/Treasurer), Commissioner John Campbell and Commissioner TJ Marshall. Also, in attendance were: Executive Director James Gray, SID Public Outreach Associate Ed Garland, SID Contracts and Accounting Manager Stacy Busche, SID Legal Counsel Shawn Demers, Quintin Bergman (IRC), Johnnie Sabin (IRC), Kendra Bergman (CC Inc) Kenneth Torres (SISP), Tara Brenner (ESA), Katie Crocker (AtkinsRéalis) Dr. Gary Zarillo (FIT), and Robert Stephen (public).

Under Agenda Item I

Call to Order – Chairman Barney called the meeting to order at 4:30 p.m.

Under Agenda Item II

The Commission discussed the minutes of the regular Commission meeting of August 12, 2026, and approved them without changes.

Under Agenda Item III

Additions and Deletions

There were no additions or deletions to the agenda.

Under Agenda Item IV

Presentations

- A. Presentation of the 2025 State of the Inlet Report, Dr. Gary Zarillo, Florida Institute of Technology
Dr. Zarillo gave a detailed PowerPoint presentation of his annual State of the Inlet Report in which he described seasonal sand volume and shoreline changes and the inlet's sediment budget. An inverse relationship exists between ebb shoal volume accumulation and flood shoal volume loss, often triggered by sand trap excavations. Enhanced southward littoral transport is likely due to over two million cubic yards of sand placement from Brevard County fill projects. Short-term (2024–2026) data shows a convergence of volume gains in southern cells following the north jetty "sand tightening" repair. Dr. Zarillo's entire report is available in the recorded meeting minutes.

Under Agenda Item V

Information and Discussion Agenda

- A. Executive Director's Reports
 - 1. Update on North Jetty Improvement Project – Phases 2 and 3
Mr. Gray said the North Jetty Improvement Project – Phases 2 and 3 involve installing 48 distress concrete piles and 1,400 tons of granite armoring stone. Bids ranged from \$2.3 million to \$8.3 million, with a construction window between

November 2026 and July 2028. Mr. Gray anticipates a bid recommendation in October.

2. Update on the Coconut Point Shoreline Resilience Project

Mr. Gray provided an update on installing a 200-foot living shoreline at Coconut Point using 22 reef units and 45 mangrove plantings. The project is in partnership with Florida Department of Environmental Protection (FDEP) and Ocean Research & Conservation Association, Inc. (ORCA) and aims to improve shoreline resilience and reduce erosion and sediment accumulation near the Sebastian Inlet State Park. The installation is scheduled for September 10, 2026, with mangrove plantings scheduled approximately four to six months later.

3. Update on Sebastian Inlet Channel Markers

Mr. Gray said with the help of Commissioner Campbell, staff removed the recently installed solar channel marker lights because they were unauthorized by the Coast Guard. There was no additional cost to remove the lights, and Summerlin Marine has agreed to buy them back from the District. Mr. Gray said the Coast Guard has an application process for installing lights if the Commission would like him to investigate further. While removing the lights, staff conducted an inspection of channel markers and found several items missing, specifically red markers 6, 8, and 20 alongside a green can buoy recently recovered by Summerlin. He recommended a more proactive repair schedule for replacing fatigued day boards. The commission debated whether to invest in illuminating channel markers for improved navigation or if lighting would cause unnecessary safety risks or light pollution. Commissioner Marshall prioritized replacing missing markers 6 and 8 as a life safety issue due to high traffic volumes and potential hazards like shoals in narrow turns. Mr. Gray agreed and stated that he has already contacted Summerlin Marine for a proposal.

Chairman Barney called for a meeting recess at 5:25 p.m. so that the Commission could convene the Tentative Millage and Budget Hearing. Chairman Barney reconvened the meeting at 5:59 p.m.

Under Agenda Item VI

Consent Agenda

A. Authorized Work for Commission Review

1. No items.

B. Recommended for Approval

1. Work Order No. 2627-003-CCinc., Coastal Connections Inc. FY 26/27 Marine Debris Management Services

Mr. Gray said the proposed work order allows for the continuation of the Coastal Connections, Inc., Beach Basket Program and quarterly marine debris management through fiscal year 26-27. The total cost is \$6,040, which includes a new service for monitoring and recycling fishing line from two tubes at the T-Dock and North Shore project areas. Funding is available under Natural Resources Programs/Public Awareness and Education, Account No. 5376-306.

Recommended Action: Staff recommends the Commission approve Work Order No. 2627-003-CCinc with Coastal Connections Inc. and authorize the Executive Director to sign on behalf of the District.

2. Work Order No. 2627-004-LLW, Lewis, Longman & Walker, P.A. 2026-2027 Legislative Representation
Mr. Gray said the proposed work order is for the continued Engagement of Lewis, Longman & Walker for the 2027 legislative session at a flat fee of \$48,000, covering the period from October 1, 2026, to September 30, 2027. Funds are available under Legal/Legislative/Executive Account No. 5140-312.

Recommended Action: Staff recommend the Commission to authorize the Executive Director to sign the 2027 Legislation Session Letter of Engagement with Lewis, Longman & Walker, P.A. on behalf of the District.

3. Work Order No. 2627-005-FIT Florida Institute of Technology, Inc. State of the Inlet Analysis 2026-27
Mr. Gray said the work order provides for the continuation of the State of the Inlet Analysis with the Florida Institute of Technology. Led by Dr. Zarillo, this \$136,110 work order includes sediment budget updates, shoreline change data, and expanded Delta 3 modeling.

Recommended Action: Staff recommends the Commission approve Work Order No. 2627-005 - FIT to the contract with Florida Institute of Technology and authorize the Executive Director to sign on behalf of the District.

Under Agenda Item VIII

Public Comment on Consent Agenda Items

Mr. Robert expressed concerns regarding the declining condition of the state park facilities, specifically mentioning unmaintained bathrooms, broken showers, and safety hazards like trip hazards on the jetty. Chairman Barney noted that state park funding has been slashed by the Florida Department of Environmental Protection. Commissioner Marshall said that the District cannot manage state park facilities directly, but that it can lend support if issues are documented as they relate to the jetties.

Under Agenda Item IX

Board Vote on Consent Agenda

Commissioner Campbell made a motion to approve the consent agenda. Commissioner Rowland seconded the motion. **The motion carried 5-0.**

Under Agenda Item X

Unfinished Business

No unfinished business.

Under Agenda Item XI

New Business

There was no new business.

Under Agenda Item XII

Public Outreach Activities

Mr. Garland gave an update on the District's outreach activities, including the latest increase in downloads of the District's app, an international cleanup event on September 19 at the state park, and a media event on September 10 when reef arches are installed at Coconut Point.

Under Agenda Item XIII

Park Matter – Ken Torres

Mr. Torres left the meeting early, but Mr. Gray said state park officials continue to coordinate with FDOT as its bridge replacement project continues.

Under Agenda Item XIV

Legal Counsel Update – Shawn L. Demers, Gray Robinson

There was no legal counsel update.

Under Item XV

Public Comment Period

There was no public comment.

Under Item XVI

Commissioner Items

Chairman Barney — Proposed a change to how consent agenda items are presented to allow for easier discussion of routine renewals.

Vice Chair Frazier— Advised caution regarding changes to public sector meeting procedures but agreed to discuss it at a future meeting, noting that the consent agenda should allow commissioners to pull agenda items for further discussion under new business.

Secretary/Treasurer Rowland — Nothing.

Commissioner Marshall — Told Chairman Barney he will try to work on edits to the draft Commissioner Orientation Guide prior to the November deadline Chairman Barney is trying to meet.

Commissioner Campbell — Nothing.

Under Item XVII

Adjournment — Chairman Barney adjourned the meeting at 6:34 p.m.

Secretary/Treasurer

Date

Sebastian Inlet Tax District

Wednesday, September 9, 2026, 5:30 p.m.
TENTATIVE MILLAGE & BUDGET HEARING
North Indian River County Library
1001 Sebastian Boulevard
Sebastian, FL 32958

Minutes

Present at the meeting were Chairman David Barney, Vice Chair Lisa Frazier, Commissioner Michael Rowland (Secretary/Treasurer), Commissioner John Campbell and Commissioner T.J. Marshall. Also, in attendance were: Executive Director James Gray, SID staff members Stacy Busche and Ed Garland, SID legal counsel Shawn L. Demers, Ken Torres (SISP), Robert Stephen (public), Johnnie Sabin (IRC) Quintin Bergman (IRC), Kendra Bergman (CC Inc.), and Dr. Gary Zarillo (FIT).

Chairman Barney called the hearing to order at 5:30 p.m. Chairman Barney announced that this was a public meeting for the purpose of hearing public comment on the tentative millage and tentative budget of the Sebastian Inlet Tax District for the FY 2026-2027.

Millage Summary

Mr. Gray noted, as accepted by the Commission on August 12, 2026, the tentative millage rate for Sebastian Inlet District FY 2026-2027 is established at 0.1518 mills, or \$0.1518, per thousand dollars of assessed valuation (or .1518 of one mill). Mr. Gray stated that the proposed millage rate represents the Rolled-Back Rate. With the adoption of the tentative millage rate of 0.1518 mills, tax revenues to be collected are:

- \$6,367,599 from Brevard County
- \$1,404,398 from Indian River County

District legal counsel Shawn L. Demers read before the Commission **Resolution No. 09.09.26-1** to establish a tentative millage rate for levying taxes in Brevard and Indian River Counties for the Sebastian Inlet District, as attached. Chairman Barney opened the floor to public comment. No public comment to record. Commissioner Frazier moved to approve Resolution No. 09.09.26-1 with Commissioner Rowland seconding. **Resolution approved 5-0.**

Following the vote, Mr. Gray answered several questions from Commissioners on project funding and budgeting, with Commissioner Marshall requesting more granular data regarding actual expenditures versus budgeted amounts at the end of each quarter to better understand financial trends during future budgeting cycles.

Budget Summary

Mr. Gray noted that the proposed tentative budget for FY 2026-2027 for the Sebastian Inlet Tax District was in the budget hearing package and had been posted publicly pursuant to Florida Statutes. Mr. Gray highlighted several budget items for Commissioners:

- FY 2026-2027 tentative budget is \$16,940,428

- FY 2026-2027 tentative budget represents a 22.04 percent increase from the FY 2025-26 adopted budget
- Revenue has been budgeted at the millage rate of 0.1518 mills
- Estimated Interest revenue has been budgeted at \$500,000
- Includes \$1,500,000 in estimated revenue from grants
- Applies \$7,168,431 in use of assigned fund balance
- General Government funding increased by approximately 4.3 percent due to Commission-requested funding for conferences and training, staff COLA (3.5 percent) and merit (1.5 percent) adjustment, account audit and insurance increases, and governmental and tax-related fee increases

Mr. Gray, providing additional budget highlights, said the District's Physical Environment funding increased by approximately 31.5 percent for the construction of Phases 2 and 3 of the North Jetty Project, material screening of stored DMMA sediments, design and permitting for the excavation of the inlet tide pool sediments, design and permitting for a supplemental upland truck haul project, and continued geotechnical investigations along Thomas Shoal. Funding is maintained for beach and inlet monitoring.

District legal counsel Shawn L. Demers read before the Commission **Resolution No. 09.09.26-2** to adopt FY 2026-2027 tentative budget. Chairman Barney opened the floor to public comment. No public comment to record. Commissioner Marshall moved to approve Resolution No. 09.09.26-2 with Commissioner Frazier seconding. **Resolution approved 5-0.**

As there was no further business, Chairman Barney adjourned the meeting at 5:59 p.m.

Secretary/Treasurer

Date

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Sebastian Inlet Tax District
Monday, September 21, 2026, 5:01 p.m.
FINAL MILLAGE & BUDGET HEARING
Sebastian Inlet District Office
114 Sixth Avenue
Indialantic, FL 32903

Minutes

Present at the meeting were Chairman David Barney, Vice Chairman Lisa Frazier, and Commissioner T.J. Marshall. Commissioner Michael Rowland (Secretary/Treasurer) and Commissioner John Campbell were absent (excused). Also, in attendance were: Executive Director James Gray, staff members Stacy Busche and Ed Garland, and SID legal counsel Shawn L. Demers.

Chairman Barney called the hearing to order at 5:01 p.m. Chairman Barney announced that this was a public meeting for the purpose of hearing public comment on the final millage and budget of the Sebastian Inlet Tax District for the FY 2026-2027.

Millage Summary

Mr. Gray noted, as accepted by the Commission on September 9, 2026, the proposed final millage rate for Sebastian Inlet District FY 2026-2027 is established at 0.1518 mills, or \$0.1518, per thousand dollars of assessed valuation (or .1518 of one mill). Mr. Gray stated that the millage rate represents the Rolled-Back Rate. With the adoption of the proposed final millage rate of 0.1518 mills, tax revenues to be collected are:

- \$6,367,599 from Brevard County
- \$1,404,398 from Indian River County

District legal counsel Shawn L. Demers read before the Commission **Resolution No. 09.21.26-1** to establish a final millage rate for levying taxes in Brevard and Indian River Counties for the Sebastian Inlet District, as attached. Chairman Barney opened the floor to public comment. No public comment to record. Commissioner Marshall moved to approve Resolution No. 09.21.26-1 with Commissioner Frazier seconding. **Resolution approved 3-0.**

Budget Summary

Mr. Gray noted that the proposed final budget for FY 2026-2027 for the Sebastian Inlet Tax District was in the budget hearing package and had been posted publicly pursuant to Florida Statutes. Mr. Gray highlighted several budget items for Commissioners:

- FY 2026-2027 budget is \$16,940,428
- FY 2026-2027 budget represents a 22.04 percent increase from the FY 2025-26 adopted budget
- FY 2026/27 Tax Revenues have been Budgeted at the millage rate of 0.1518 mills
- Brevard and Indian River County taxes total \$7,771,997
- The Final Budget identifies Revenues and Expenses comparable to the FY 2025/26 Adopted Budget with an additional \$3.14M for proposed capital improvement projects
- Estimated Interest revenue has been budgeted at \$500,000
- Includes \$1,500,000 in estimated revenue from grants

- Applies \$7,168,431 in use of assigned fund balance
- General Government funding increased by approximately 4.3 percent due to Commission-requested funding for conferences and training, staff COLA (3.5 percent) and merit (1.5 percent) adjustment, account audit and insurance increases, and governmental and tax-related fee increases

Mr. Gray, providing additional budget highlights, said the District's Physical Environment funding increased by approximately 31.5 percent for the construction of Phases 2 and 3 of the North Jetty Project, material screening of stored DMMA sediments, design and permitting for the excavation of the inlet tide pool sediments, design and permitting for a supplemental upland truck haul project, and continued geotechnical investigations along Thomas Shoal. Funding is maintained for beach and inlet monitoring.

District legal counsel Shawn L. Demers read before the Commission **Resolution No. 09.21.26-2** to adopt the FY 2026-2027 final budget. Chairman Barney opened the floor to public comment. No public comment to record. Commissioner Frazier moved to approve Resolution No. 09.21-26-2 with Commissioner Marshall seconding. **Resolution approved 3-0.**

As there was no further business, Chairman Barney adjourned the meeting at 5:13 PM

Secretary/Treasurer

Date

(Page 2 of 2)

Executive Director Updates

10/14/26

Agenda Item: V. A1. Update on FY 2027/28 FDEP Local Government Funding Request Grant Application (LGFR)– DRAFT Project Assessments

District FY 2027/28 LGFR Application

On July 23, 2026, staff submitted its FY 2027/2028 Local Government Funding Request (LGFR) application to FDEP requesting \$6,095,375 in total state cost share for the following projects:

Monitoring

- Year 2 Post Construction Monitoring of the 2024/25 Sand Trap Dredging and Beach Placement Project
- Sebastain IMP Strategy # 1- periodic inlet hydrographic surveys

Design and Permitting

- Sebastain IMP Strategy # 4 - Geotechnical and engineering design of new offshore sediment sources
- Supplemental Bypass (Upland Truck Haul)

Construction

- Supplemental Bypass (Upland Truck Haul, DMMA Sediments, Inlet Tide Pool)

FY 2027/28 LGFR Applicant Summary

On September 11, 2026, FDEP transmitted their DRAFT beach and inlet project assessments. For the FY 2027/28 LGFR, 44 beach projects and 15 inlet projects were received, requesting \$179.2 Million in total state funding (Inlet Projects = \$74.9 Million; Beach Projects = \$104.3 Million).

Specific to the District, our FY 2027/28 application received 46.6 of a total 80 possible assessment points, ranking our application 4th among 13 ranked inlet project applications. Note: 2 inlet projects requested funding for post construction monitoring, which does not get ranked.

FY 2027/28 LGFR Potential Funding

If the Legislature appropriates the anticipated \$50 Million for beach and inlet projects this coming FY 2027/28 Legislative Session, the top ranked projects (~4.5 Beach, ~6.5 Inlet projects, and 11 post-construction monitoring projects) will be funded.

Since the District projects were ranked 4th, we would be eligible to receive full state funding for the projects identified on District FY 2027/28 LGFR. Staff will be closely monitoring the final FDEP FY 2027/28 project assessments and upcoming Legislative Session and will update the Commission accordantly.

FY 2027/28 LGFR Schedule

Entity	Task	Days	Rule	Due Date
DEP	Call for Applications	-	-	6/1/2026
Sponsor	Application Deadline	60	Yes	7/31/2026
DEP	Draft Project Assessments Published	41	No	9/11/2026
Sponsor	Local Sponsor Comments Due	21	Yes	10/2/2026
Sponsor	Signed Resolutions Due	21	No	10/2/2026
DEP	Final Project Assessments Published	14	No	10/16/2026
DEP	Draft LGFR Provided to External Review Team	14	No	10/30/2026
DEP/ERT	External Review Team Comments Due	14	No	11/13/2026

Executive Director Updates (Cont.)

10/14/26

Agenda Item: V. A 2. Discussion of the 2026 FDEP Annual Inlet Report – Sebastian Inlet Bypass

On September 30, 2026, FDEP published its 2026 Annual Inlet Report. Consistent with Section 161.143, Florida Statutes, the annual inlet report highlights the annualized material active inlet management programs in the state of Florida are bypassing. The full report can be found at [FDEP Annual Inlet Report 09-2026](#).

The Sebastian Inlet Management Plan (IMP) and Bypass Objective can be found on page 12 of the report. With the addition of sand bypassed to Indian River County beaches (Sectors 1 and 2) during the 2025 dredging season (135,419 CY), our Percent Objective Met is 97.65%.

Sebastian Inlet

Table 9. Sebastian Inlet Management Plan and bypass objective.

County	Inlet	Year IMP Adopted or Updated	Annual Bypass Objective North (CY)	Annual Bypass Objective South (CY)
Indian River	Sebastian	2000	0	70,000
Indian River	Sebastian	2008*	0	90,000
Indian River	Sebastian	2023	0	75,000

*The 2008 bypass objective was updated in the Strategic Beach Management Plan (2008).

Table 10. Sebastian Inlet bypass summary of sand bypass volumes, since 2000.

Bypassing Matrix	North Bypass (CY)	South Bypass (CY)
Cumulative Volume Bypassed:	0	2,084,751
Cumulative Objective:	0	2,135,000
Annualized Volume Bypassed:	0	80,183
Surplus (Deficit):	0	-50,249
Percent Objective Met:	N/A	97.65%

Source: FDEP Office of Resilience and Coastal Protection – Annual Inlet Report (Sept. 2026)

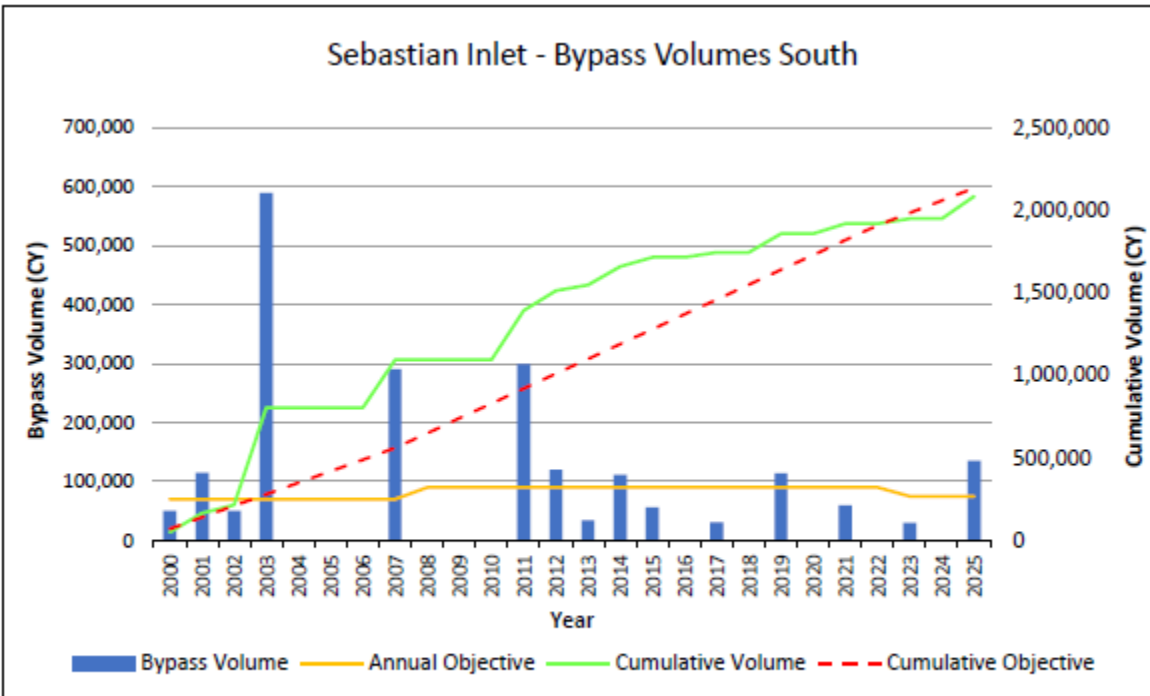


Figure 9. Sebastian Inlet bypass volumes, annual objective, cumulative volume, and cumulative objective. Pursuant to the 2000 IMP, the bar graph includes 2003 and 2007 nourishment volumes.

Source: FDEP Office of Resilience and Coastal Protection – Annual Inlet Report (Sept. 2026)

CONSENT
AUTHORIZED WORK FOR COMMISSION REVIEW

**SEBASTIAN INLET DISTRICT
BOARD MEMORANDUM**

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: Summerlin's Marine Construction, LLC
Work Order No. 2526-017– Summerlin
Channel Marker Repairs #6, #8, #20 & Dayboards #11 and #16

DATE: September 29, 2026

DESCRIPTION AND CONDITIONS

Summerlin's Marine Construction, LLC (Summerlin) routinely performs maintenance and repairs to the Sebastian Inlet Channel and Sebastian River Channel Markers that are under the responsibility of the District.

Pursuant to Resolution No. 07.10.19-2, Executive Director Spending Authority, on September 29, 2026 the Executive Director authorized Summerlin to repair Sebastian Inlet Channel Markers Red 6, Red 8, and Red 20 and Dayboards Green 11 and Red 16. Work Order No. 2526-17-Summerlin totals \$9,300.

Note: Summerlin pricing is unchanged from similar channel marker repairs completed for the District in 2025.

FUNDING

District funding is budgeted and available under Maintenance of Channel, Channel Marker Maintenance, Account No. 5373-461.

ATTACHMENT

Summerlin's Marine Construction, LLC proposal no. 5146 dated September 29, 2026.

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

Summerlin's Marine Construction, LLC

200 Naco Rd , SUITE C

FT PIERCE, FL 34946 USA

+17724646090

Summerlinsmarineconstruction@gmail.com

SummerlinsMarineConstruction.com

**SUMMERLINS**

Marine Construction

ADDRESS

SEBASTIAN INLET TAX

DISTRICT

114 6th AVENUE

INDIALANTIC, FL 32903

jgray@sitd.us

Phone number: (321) 591-9216

Estimate 5146**DATE** 09/29/2026**EXPIRATION DATE** 12/29/2026**Work Order No. 2526-17-Summerlin**

	DESCRIPTION	AMOUNT
	IN REFERENCE TO YOUR REQUEST TO REPAIR SEBASTIAN INLET/RIVER DAYBOARDS, SUMMERLIN'S MARINE AGREES TO DO THE FOLLOWING:	
DAYBOARDS	FURNISH AND INSTALL DAYBOARDS WITH NEW PILING #6, #8, AND #20 USING FWC APPROVED INSTALLTION METHODS FOR THE SUM OF: \$2,500.00 EACH	7,500.00
DAYBOARDS	FURNISH AND INSTALL DAYBOARD ONLY #11 GREEN #16 RED FOR THE SUM OF: \$900.00 EACH	1,800.00

SUBTOTAL 9,300.00

TAX (6.5%) 0.00

TOTAL \$9,300.00

Accepted By

Accepted Date

9/29/26

CONSENT
AUTHORIZED WORK FOR COMMISSION REVIEW

**SEBASTIAN INLET DISTRICT
BOARD MEMORANDUM**

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: **Summerlin's Marine Construction, LLC
Work Order No. 2627-09– Summerlin
Channel Marker Repairs Green Buoy #3A & Stock Signs**

DATE: September 29, 2026

DESCRIPTION AND CONDITIONS

Summerlin's Marine Construction, LLC (Summerlin) routinely performs maintenance and repairs to the Sebastian Inlet Channel and Sebastian River Channel Markers that are under the responsibility of the District.

Pursuant to Resolution No. 07.10.19-2, Executive Director Spending Authority, on September 29, 2026 the Executive Director authorized Summerlin to repair Sebastian Inlet Channel Marker Buoy Green #3A and restock and store (2) Red replacement signs and (2) Green replacement signs for rapid deployment if needed.

Work Order No. 2627-09-Summerlin totals \$4,440.

Note: Summerlin pricing is unchanged from similar channel marker repairs completed for the District in 2026.

FUNDING

District funding is budgeted and available under Maintenance of Channel, Channel Marker Maintenance, Account No. 5373-461.

ATTACHMENT

Summerlin's Marine Construction, LLC proposal no. 5148 dated September 29, 2026.

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

Summerlin's Marine Construction, LLC

200 Naco Rd , SUITE C

FT PIERCE, FL 34946 USA

+17724646090

Summerlinsmarineconstruction@gmail.com

SummerlinsMarineConstruction.com

**SUMMERLINS**

Marine Construction

ADDRESS

SEBASTIAN INLET TAX

DISTRICT

114 6th AVENUE

INDIALANTIC, FL 32903

jgray@sitd.us

Phone number: (321) 591-9216

Estimate 5148**DATE** 09/29/2026**EXPIRATION DATE** 12/29/2026**Work Order No. 2627-09 - Summerlin**

	DESCRIPTION	AMOUNT
	IN REFERENCE TO YOUR REQUEST TO REPAIR SEBASTIAN INLET/RIVER DAYBOARDS AND BUOYS, SUMMERLIN'S MARINE AGREES TO DO THE FOLLOWING:	
BUOY	INSTALL STOCK BUOY GREEN 3A	2,750.00
DAYBOARDS	(2) RED - NEW "STOCK SIGNS" FOR THE SUM OF: \$250.00 EACH	500.00
DAYBOARDS	(2) GREEN - NEW "STOCK SIGNS" FOR THE SUM OF: \$170.00 EACH	340.00
MOB/DEMOB	MOBILIZATION (BARGE)	850.00

SUBTOTAL 4,440.00

TAX (6.5%) 0.00

TOTAL \$4,440.00

Accepted By

Accepted Date

9/29/26

SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: **Suntex Marinas Boat Slip Rental Agreement 2026-2028**
Work Order No. 2627-007-Marina

DATE: September 28, 2026

DESCRIPTION AND CONDITIONS

In 2009, the District purchased a Parker 2520XL boat to assist in the implementation of District programs and projects to fulfill its Charter. The boat is currently housed in an indoor dry-storage facility in Grant, Florida.

The District's 2-year rental agreement with Windward Marina, now Suntex Marinas (Marina) for storage of the District boat expired on September 30, 2026. The 2-year rental rate was \$663.38 per month.

The Marina has provided the District with a new 2-year boat slip rental agreement at the same rate of \$663.38 per month beginning October 1, 2026 – September 30, 2028.

FUNDING

District funding is budgeted and available under Natural Resources Programs – Marine Services, Account No. 5376-309.

RECOMMENDATION

The recommendation of staff is for the Board to authorize the Executive Director to sign the 2-Year Boat Slip Rental Agreement (October 1, 2026 – September 30, 2028) with Suntex Marinas on behalf of the District.

ATTACHMENT

Suntex Marinas Boat Slip Rental Agreement (October 1, 2026 – September 30, 2028)

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026



WELCOME TO SEBASTIAN INLET MARINA!

We appreciate the opportunity to serve you and your vessel here at Sebastian Inlet Marina. You, the customer, are the heart of our business, and our goal is to ensure a pleasant and enjoyable stay at our facility.

We require the following documentation for all new and renewed leases:

- ☐ **Signed Boat Storage & Dockage Agreement**
- ☐ **Signed Marina Rules & Regulations**
- ☐ **Completed Auto-Pay Form**
- ☐ **Valid Certificate of Liability Insurance**

Must include (3) additionally insured entities:

1. ARGO SMI SEBASTIAN INLET, LLC.
8685 US Highway 1, Sebastian, FL 32976

2. ARGO SMI SEBASTIAN INLET OPCO, LLC
8685 US Highway 1, Sebastian, FL 32976

3. Suntex Marina Investors, LLC.
17330 Preston Rd. Suite 100C, Dallas, TX 75252

Must have a minimum of \$300,000 Protection & Indemnity Coverage

- ☐ **Photocopy of Valid Vessel Registration or USCG Documentation**
- ☐ **Photo of Legal Owner's Driver's License**
- ☐ **Photo of Vessel**

No vessel is permitted on marina premises without all the above received and confirmed by Marina Management. For any questions about these additional documents, or if you're encountering issues uploading them to our Docusign, please don't hesitate to contact us at (772) 664-8500.

Thank you for choosing Sebastian Inlet Marina as your vessel's primary residence.

*Sebastian Inlet Marina
8685 US Highway 1, Sebastian, FL 32976
sebastianpoint@suntex.com*



BOAT STORAGE & DOCKAGE AGREEMENT

10/01/2026

09/30/2028

PLEASE CHECK: ☐ MONTHLY ☐ SEASONAL ☒ ANNUAL

Contract Start Date: _____

Contract End Date: _____

This Boat Storage/Dockage License Agreement ("Agreement") is entered into among, on the one hand, **ARGO SMI SEBASTIAN INLET, LLC**, a Delaware limited liability company ("Company"), and **ARGO SMI SEBASTIAN INLET OPCO, LLC**, a Delaware limited liability company ("OpCo") (Company and OpCo, separately or collectively, as applicable, being sometimes herein referred to as "Licensor"), and, on the other hand, the vessel listed below in rem ("Vessel"), the registered owner of the Vessel and any interested party (if applicable, and as defined below), as set forth below (together, "Owner"). If Vessel's registered owner is an entity, then for purposes of this Agreement "Owner" includes any individual identified herein as an Interested Party, and by signing below said individual agrees to be personally bound by this Agreement, jointly and severally with the entity listed as the registered owner. Company's premises are located at **8685 US Highway 1, Sebastian, FL 32976** and more commonly known as **Sebastian Inlet Marina** ("Marina Premises"). The terms and conditions ("Terms and Conditions") of this Agreement govern Owner's and Vessel's use of racks, slips, trailer storage areas, trailer storage areas and associated marina facilities located on Marina Premises.

VESSEL OWNER

Name(s): Sebastian Inlet District

(If Vessel's registered owner is an entity, then for purposes of this Agreement "Owner" includes the individual identified herein as an interested party, and by signing below said individual agrees to be bound by this Agreement, jointly and severally with the entity listed as the registered owner.)

Current Address: 114 6th Ave., Suite 1

City: Indialantic

State: FL

Zip: 32903-3255

Business/Home Phone: 321-724-5175

Cell Phone:

E-mail: sbusche@sitd.us

Billing Address: Same

Notify in case of emergency: Stacy Buche

VESSEL INFORMATION

Vessel Name: NN 33' Buche

Vessel Make: Parker

Engine Qty: 2

Vessel Year: 2009

Vessel Model: 2520XL

Engine Make: Yamaha

Vessel Color: Cream

LOA: 33.3 Beam: 9.5 Draft: 2 Height: 9.2

Engine HP: 200

Registration / Doc #: FL0225NW

Overall Loaded Weight:

Engine Year:

Cradle Provided? ☐ Yes ☒ No

Other:

VESSEL INSURANCE

Carrier / Agent Name: Atlantic

Policy No.: B5JH29319

Expiration Date: 03/31/2027

Contact Phone No.: 561-674-0774

BELOW FIELDS TO BE COMPLETED BY MARINA MANAGER OR AUTHORIZED MARINA REPRESENTATIVE

RACK / SLIP RATE PER FOOT (QUOTED BY THE MONTH)

Monthly Rate: \$663.38

Slip/Rack Use Commencement Date: 09/01/2026

RENT

Rack/Slip Charges: \$

Utilities Charge: \$

Environmental Fee - \$15.00

Sales Tax: \$

Total Due Monthly: \$663.38

SLIP/RACK REQUEST AND DOCKAGE

Slip/Rack Request: B1-31

Term: Annual

Slip/Rack Assignment: B1-31

Licensed Use: Private

SECURITY DEPOSIT

Amount: \$⁰

Inv #: TBD

Date: 09/01/2026



THE ABOVE SLIP ASSIGNMENT WILL **NOT** BE FINALIZED UNLESS AND UNTIL ALL OF THE FOLLOWING CRITERIA ARE MET:

- (1) PAYMENT OF THE SECURITY DEPOSIT;
- (2) RECEIPT OF A COPY OF OWNER'S INSURANCE BINDER;
- (3) CURRENT REGISTRATION OF VESSEL;
- (4) RECEIPT OF A COMPLETED AUTOPAY FORM;
- (5) PAYMENT OF ANY AND ALL OUTSTANDING CHARGES DUE TO COMPANY AND/OR OPCO; AND
- (6) A FULLY EXECUTED AGREEMENT;

Rent (meaning both Rack/Slip Charges and Boat Lift Rent, and including applicable sales tax) is payable monthly, in advance, on the first of the month, and is considered late on and after the second of the month (except for agreements for terms of less than a month, in which case Rent is due simultaneously with the execution of this Agreement, and each renewal thereof, and considered late on the day after). Boat Storage/Dockage Agreements for thirty (30) days or longer are tri-party Agreements. For administrative convenience, Owner may make one payment to OpCo in satisfaction of all monthly charges. Under tri-party Agreements, OpCo is receiving the Rack/Slip rent payments on behalf of the Company. Upon execution of this Agreement, Owner shall pay to OpCo the Rent for the first month of the term of this Agreement and, in the event this Agreement is for an annual term, the Rent for the last two months of the term of this Agreement, to be applied against Rent coming due on the last two months of the term of this Agreement.

If applicable, there shall be a Utilities Charge (as hereinafter defined) invoiced to Owner in addition to the Rent, at the posted rates as may be amended from time to time by Company and/or OpCo (as applicable) in its discretion, which shall be due and payable simultaneously with the Rent. The "Utilities Charge" shall include, but is not necessarily limited to nor are the same necessarily provided at all facilities or slips, electric service, water, sewer, trash pickup, pump-out service, cable and/or other similar services, as may be offered at the facility and to the Rack/Slip from time to time. Certain governmental and other agency fees, charges, permits, taxes, and assessments will be invoiced to Owner, as applicable, which may include, by way of example but not limitation, submerged land lease fees, transient rentals tax, manatee protection fees, port security, pilotage fees and environmental regulatory fees, and shall be added to the rent payable by Owner and included in Rent.

A security deposit in the amount listed above (the "Security Deposit") is required upon execution of this Agreement. The Security Deposit shall be held until Company and/or OpCo (as applicable) has verified that no outstanding debt or damage claim is owed by Owner to Company and/or OpCo (as applicable) following the expiration or termination of this Agreement. If there is no such outstanding debt or damage claim owed to Company and/or OpCo (as applicable), the Security Deposit will be returned to the Owner, unless directed otherwise, in writing, by Owner to return the Security Deposit to another party. If there remains an outstanding debt or damage claim ten (10) days after the expiration or termination of this Agreement, Company and/or OpCo (as applicable) may, at its sole discretion, at any time thereafter, apply the Security Deposit to the outstanding debt or damage claim, provided that Owner will remain liable for the balance of the outstanding debt or damage claim after application of the Security Deposit.

NOTICE TO VESSEL OWNER

Company expects Owner to be solely responsible, and Owner shall be solely responsible, for making suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms, hurricanes or tornadoes, and Owner warrants such arrangements have been or will be made. Owner may not assume that Marina Premises will be safe, sheltered anchorage during such period, and Company makes no such representations or warranties. Owner acknowledges and agrees that if Owner fails to remove its Vessel from Marina Premises within 8 hours after the issuance of a tropical storm, hurricane or tornado watch for the county or



unincorporated area in which Marina Premises are located, or in the event of any other emergency as determined by Company, OpCo or its employees or agents are authorized, but not obligated, to remove the Vessel, if reasonable, from its slip and/or take any and all other reasonable actions deemed appropriate by OpCo or its employees or agents, in their sole discretion, in order to better secure the Vessel to protect people, other property, and the environment. In no event shall Company nor OpCo be liable for any loss or claim in the event OpCo does not remove the Vessel or take other action to protect or secure the Vessel. Owner is further notified that Owner will be solely responsible for any resulting damage to the Vessel and may be charged a reasonable fee for any action taken by OpCo to secure or move the Vessel. UNDERTAKING TO MOVE OR SECURE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY COMPANY OR OPCO. NEITHER COMPANY NOR OPCO SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Owner agrees to reimburse OpCo for any and all costs it incurs on Owner's behalf in emergency situations. **Section 1 and Section 2 below fully apply any time action is taken by Lessor in accordance with the authority afforded by this Section.**

Owner's obligations under the terms of this Agreement begin on the date this Agreement is signed. Owner is responsible for the full term of this Agreement. In the event this Agreement is terminated prior to the end of the term, Lessor, in its sole discretion, may assess liquidated damages in the form of a Termination Fee, as defined in Section 18.1 and Section 18.2 herein, in addition to all other sums due hereunder. If further action is required, all costs listed in Section 15 herein shall apply.

ADDITIONAL TERMS AND CONDITIONS

1. Under this Agreement, Lessor agrees to provide Owner a license to use an assigned rack, slip or trailer storage area and associated marina facilities in exchange for the Rent and other charges set forth herein, subject to the terms and conditions set forth in this Agreement, and, as applicable, OpCo agrees to provide Owner a license to use a boat lift to be installed at such assigned slip. Owner shall use the assigned rack, slip or trailer storage area for the dockage of the above-described Vessel only. Lessor reserves the right to change from time to time the rack, slip or trailer storage area assigned to Owner in the sole discretion of Lessor. If Owner desires to dock a vessel other than referenced above, Owner must complete a new agreement. This Agreement does not create a bailment relationship between Owner and Lessor for any Vessel, its equipment, or personal effects on a Vessel, all of which are agreed will at all times remain within the custody and control of the Owner and not Lessor, and all risk of loss remains with Owner. Lessor may give miscellaneous assistance to Owner, but it is agreed that this will not constitute the creation of either an agency or a bailment relationship between Owner and Lessor.
2. **LICENSOR'S RACKS, SLIPS, TRAILER STORAGE AREAS, TRAILER STORAGE AREAS AND ASSOCIATED MARINA FACILITIES ARE TO BE USED BY OWNER AT OWNER'S SOLE RISK. OWNER AGREES AS FOLLOWS, IT BEING AGREED THAT THE FOLLOWING PROVISIONS OF THIS SECTION 2 REFLECT AN AGREED CONTRACTUAL ALLOCATION OF RISKS BETWEEN THE PARTIES:**
 - 2.1 **OWNER, ON BEHALF OF ITSELF AND OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST COMPANY AND OPCO AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR THE FOLLOWING: (i) ANY LOSS (INCLUDING THEFT) OR DAMAGE BY FIRE, WINDSTORM, WATER, OR OTHERWISE TO A VESSEL, A VESSEL'S EQUIPMENT, OR PERSONAL EFFECTS ON ANY VESSEL, OR IN OR AROUND COMPANY'S RACKS, SLIPS, TRAILER STORAGE AREAS, TRAILER STORAGE AREAS AND MARINA PREMISES, EXCEPT TO THE EXTENT THAT SUCH LOSS, DAMAGE OR DESTRUCTION IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR OPCO; AND/OR (ii) ANY BODILY INJURY, PERSONAL INJURY OR OTHER HARM**



(INCLUDING DEATH) TO OWNER, OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, WHILE ON MARINA PREMISES, EXCEPT TO THE EXTENT THAT SUCH BODILY INJURY, PERSONAL INJURY OR OTHER HARM IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR OPCO.

- 2.2 OWNER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY AND OPCO AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES (i) FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF LICENSOR'S RACKS, SLIPS, TRAILER STORAGE AREAS, BOAT LIFTS AND OTHER FACILITIES ON THE MARINA PREMISES BY OWNER, OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS (EXCEPT TO THE EXTENT THAT SUCH CLAIMS, ACTIONS, LIABILITIES AND DAMAGES ARE FOR LOSS, DAMAGE, INJURY OR HARM CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR OPCO), AND/OR (ii) INCURRED BY COMPANY OR OPCO AS A RESULT OF OR WITH RESPECT TO THE VESSEL OR OWNER'S NEGLIGENT OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS.
- 2.3 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW (i) OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT COMPANY OR OPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) THE MAXIMUM COLLECTIVE LIABILITY OF COMPANY AND OPCO HEREUNDER FOR ANY CLAIM SHALL BE EQUAL TO THE RENT AND OTHER FEES PAID BY OWNER HEREUNDER.
- 2.4 WITHOUT LIMITING THE EFFECT OF ANY OTHER WAIVERS, RELEASES OR INDEMNITIES SET FORTH IN THIS AGREEMENT FOR THE BENEFIT OF COMPANY OR OPCO, OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS) ANY LOSS OR DAMAGE INSURED BY THE OWNER OR REQUIRED TO BE INSURED BY THE OWNER UNDER THE TERMS OF THIS AGREEMENT. THE FOREGOING WAIVER INCLUDES A WAIVER BY THE OWNER OF ALL RIGHTS OF SUBROGATION THAT THE INSURERS OF THE OWNER MAY HAVE AGAINST COMPANY OR OPCO (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES. IF THE OWNER'S INSURANCE DOES NOT PERMIT A NAMED INSURED TO WAIVE THE INSURER'S RIGHT OF SUBROGATION, THEN SUCH INSURANCE POLICY MUST INCLUDE AN ENDORSEMENT IN WHICH THE INSURER WAIVES ALL OF ITS RIGHTS OF SUBROGATION AGAINST COMPANY AND OPCO (AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES AND AGENTS)
- 2.5 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT COMPANY OR OPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM COLLECTIVE LIABILITY OF COMPANY AND OPCO HEREUNDER FOR ANY CLAIM SHALL BE EQUAL TO THE RENT AND OTHER FEES PAID BY OWNER HEREUNDER.
- 2.6 WITHOUT LIMITING THE EFFECT OF ANY OTHER WAIVERS, RELEASES OR INDEMNITIES SET FORTH IN THIS AGREEMENT FOR THE BENEFIT OF COMPANY OR OPCO, OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS) ANY LOSS OR DAMAGE INSURED BY THE OWNER OR REQUIRED TO BE INSURED BY THE OWNER UNDER THE TERMS OF THIS AGREEMENT. THE FOREGOING WAIVER



INCLUDES A WAIVER BY THE OWNER OF ALL RIGHTS OF SUBROGATION THAT THE INSURERS OF THE OWNER MAY HAVE AGAINST COMPANY OR OPCO (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES. IF THE OWNER'S INSURANCE DOES NOT PERMIT A NAMED INSURED TO WAIVE THE INSURER'S RIGHT OF SUBROGATION, THEN SUCH INSURANCE POLICY MUST INCLUDE AN ENDORSEMENT IN WHICH THE INSURER WAIVES ALL OF ITS RIGHTS OF SUBROGATION AGAINST COMPANY AND OPCO (AND THEIR RESEPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES AND AGENTS).

OWNER'S INITIALS

3. Owner agrees that Owner and all of Owner's guests, family, employees, representatives, and agents shall comply with all applicable federal, state, local, maritime, and, if existing, association, laws, rules and regulations, as well as any other governmental body or authority. Owner further agrees that Owner and all of Owner's guests, family, employees, representatives, and agents shall comply with the Rules and Regulations (as set forth on Exhibit A attached hereto, which rules and regulations may be changed by Lessor as set forth therein), the Authorized Users Form (as set forth on Exhibit B attached hereto), and all other policies, rules and regulations in existence and as the same may be changed from time to time by Lessor, all of which are incorporated herein by reference. Persons listed on the Authorized Users Form are specifically granted permission by Owner to use the Vessel. To delete or add a person on the Authorized Users Form, Owner must deliver to Lessor a written notice specifying the person who is to be removed or added to the Authorized Users Form. Notwithstanding the above, Owner agrees, acknowledges and understands that Lessor does not warrant that unauthorized persons will not board the Vessel, and Lessor shall not be responsible for any unauthorized person boarding the Vessel.
4. Owner represents that all information given to Lessor by Owner and listed in this Agreement or otherwise provided to Lessor, including credit card information, is accurate, and agrees to notify Lessor within ten (10) days if any information provided by Owner is changed or otherwise inaccurate. Owner further agrees to cause the Vessel to be removed from Marina Premises immediately upon any change in ownership of the Vessel unless a new Agreement is executed between Lessor and the new owner. Removal of any Vessel under these circumstances shall not terminate Owner's obligation to fully pay all amounts due through the end of the term of this Agreement.
5. Outside contractors doing work on the Vessel and boat broker salespeople shall not be permitted on Marina Premises without the prior written consent of Lessor. OpCo may charge, in its discretion, a fee for outside contractors providing service work on Marina Premises. Owner shall not do any work on any Vessel, or allow any actions whatsoever, which cause a disturbance to the peaceful use of Marina Premises by other vessel owners, their family, and guests.
6. Sublicensing or subleasing of racks or slips by Owner is not permitted. Further, Owner shall not allow occupancy of the Vessel in exchange for payment or other consideration (including specifically, without limitation, occupancy pursuant to a transaction through Airbnb, Boatsetter or other companies offering similar services) while the Vessel is at the Marina Premises. Owner shall not allow a charter operator to use (whether through lease, license or otherwise) the Vessel or the applicable rack, slip or trailer storage area without written authorization from Licensor (which may be given or withheld in Licensor's sole discretion). Licensor reserves the right to require charter operators to enter into a separate Boat Storage/Dockage License Agreement and to maintain additional insurance. Owner shall ensure that all charter operators, contractors and outside workers operating or working in the Marina Premises at the request of Owner will have in effect liability insurance satisfactory to Licensor as well as all licenses, permits and certificates required by all governing agencies. Owner is prohibited from storing or locating any vessel other than the Vessel described herein in the rack, slip or trailer



storage area with respect to which a license is granted under this Agreement. Lessor reserves the right to grant a license with respect to or lease any rack, slip or trailer storage area assigned to Owner when same is not being used by Owner and to retain the income and rental therefrom. Lessor shall reimburse Owner for any electric usage during that time frame in the event proper documentation is submitted to Lessor within thirty (30) days after usage, after which point Owner waives all rights to reimbursement for the same. Owner acknowledges that Lessor may reassign and move any Vessel to a different rack, slip or trailer storage area at any time at Lessor's discretion. **Clause 1 and clause 2 of the Additional Terms and Conditions fully apply any time action is taken by Lessor in accordance with the authority afforded by this Section.**

7. Owner is responsible for properly securing each Vessel in the manner specified in Rules and Regulations, as the same may be changed from time to time. Owner is further responsible for checking at least once a week for new additions or amendments to the Rules and Regulations. Owner shall indemnify and hold Company and OpCo harmless for any and all damages, losses, liabilities and claims resulting from Owner's failure to comply with all Rules and Regulations and applicable laws. Owner shall maintain the Vessel in a safe and seaworthy condition so that it will not become a hazard to other vessels on Marina Premises. Owner shall operate the Vessel in a careful and safe manner so as not to cause damage to the Marina Premises, or to any other property, vessels, or persons. At all times, the Vessel will be equipped with a fully functioning battery turn-off switch. In the event that Owner or other authorized person is unavailable, or is available but refuses to act, and if the Vessel is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Lessor's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the Vessel or otherwise, Owner authorizes Lessor to take all appropriate actions as Lessor shall determine in its sole discretion, including without limitation, making repairs to the Vessel or removing the Vessel from Marina Premises, at Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Owner agrees to be bound by Lessor's actions and to be fully and solely responsible for all expenses and liability incurred thereof. **OWNER AGREES FURTHER THAT LESSOR SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN LESSOR'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF COMPANY OR OPCO TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF LESSOR FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.** Owner shall be liable for any damages to other vessels or to any part of Marina Premises, including but not limited to docks, pilings, plumbing, wiring and other equipment, and machinery, as well as OpCo's equipment, caused by a Vessel, by leaking of fuels, oils or any liquids from a Vessel, or by Owner or Owner's guests, family, employees, representatives and agents. Upon expiration or earlier termination of this Agreement, Owner shall surrender the racks/slips and, as applicable, boat lift to Lessor in good order and repair, ordinary wear and tear excepted.
8. Owner shall be solely responsible for the proper operating condition of each Vessel, a Vessel's equipment and for the secure docking and safekeeping of the Vessel. Owner assumes full responsibility to ensure that all through-hull fittings and drain plugs are properly closed before any Vessel is placed in the water by Lessor. Owner shall be solely responsible for removing drain plugs to allow drainage when a Vessel is stored out of the water, and Owner shall remain solely responsible to ensure that each Vessel is properly watertight before it is placed in the water.
9. Lessor will only haul or launch vessels during its normal operating hours. Lessor will use reasonable efforts to haul or launch a Vessel when requested, but due to congestion or normal business operations, it may not be possible to haul or launch at the time requested by Owner. Owner specifically waives any claim for damages for being unable to use any Vessel at a requested time.



10. Owner agrees to pay promptly when due all sums due under or by reason of this Agreement, including but not limited to Rent, Utilities Charges, fees, taxes, charges on account, charges for fuel, ship stores, supplies and materials, any other sums owed in connection with Owner's use of the facilities located on Marina Premises, and by reason of any damage or other claims by Lessor against Owner or the Vessel. Owner agrees to pay all such sums incurred whether by Owner, the Vessel or Owner's employees, guests, invitees, agents or authorized representatives.

10.1. Rent and Utilities Charges must physically be received at OpCo's address on or before the date due (e.g. for annual, seasonal and monthly terms, Rent and utilities are due on the 1st of the month and payment must be received on or before that date). **Time is of the essence.** Rent payments must be made by a single check, a single money order or by credit card, subject to the requirements of Section 10.2 below. Rent and utilities payments made after the date due are considered late payments ("Late Payments"). All Late Payments must be made by cashier's check or money order, except as provided in Section 10.2 below. If and to the extent allowed by applicable law (a) interest at the rate of 1.5% per month will be charged for any past due amount; (b) a \$50.00 late fee shall be added to Late Payments received after the 10th of the month; and (c) any balance over thirty (30) days late shall, in addition, be subject to a 10% fee for each month late based on the outstanding account balance, if and to the extent allowed by applicable law. If the interest and other charges set forth in the preceding sentence are in excess of the interest and other charges allowed by applicable law, then such interest and other charges shall be automatically reduced to the maximum amount allowed by applicable law. If a check is dishonored (including without limitation checks returned as "insufficient funds" or "uncollected funds") by Owner's financial institution, Owner must pay a service charge of \$75.00 plus any other charges and penalties assessed against Lessor or authorized by state law. If two of Owner's checks are dishonored, Owner must pay future Rent and utilities payments by cashier's check or money order for the duration of the Agreement, except as provided in Section 10.2 below. Lessor is not required to re-deposit a dishonored check. If the initial term of this Agreement commences on a day other than the first of the month, a prorated Rent and the next full month's Rent must be paid to Lessor before Owner may bring the Vessel onto Marina Premises. Owner must pay Lessor any sales and other taxes that are due on Owner's Rent, Utilities Charges and all other applicable fees or charges.

10.2. Owner may pay Rent, Utilities Charges and other charges by credit card at the commencement of this Agreement, or at any time throughout the term of this Agreement, it being agreed that Owner shall complete and sign the separate "Credit Card Authorization" attached hereto as Exhibit C stating that Lessor may automatically charge Owner's credit card for the full amount of Rent, Utilities Charges, any Late Payments, and other amounts owed to Lessor by Owner, including but not limited to security deposits, marine stores, fuel, other goods or services provided to Owner by or at the expense of the Lessor, interest, penalties, termination fees, and any other charges provided for or allowed under the Terms and Conditions of this Agreement. Lessor may automatically charge Owner's credit card for these items regardless of how many people are parties to this Agreement, and Lessor is not required, in any event, to itemize the cost of any of the charges listed in this sub-section, including but not limited to Rent, Utilities Charges, Late Payments, or security deposit payments.

11. Owner hereby grants to Lessor a lien and security interests on the Vessel, its equipment, and any personal effects for any fees or obligations payable under this Agreement which are not paid to Lessor when due, and Lessor may pursue all legal, equitable, and admiralty remedies to perfect this Agreement, and Lessor is not



required, in any event, to itemize the cost of any of the charges listed in this sub-section, including but not limited to Rent, Utilities Charges, Late Payments, or security deposit payments.

Owner hereby grants to Lessor a lien and security interests on the Vessel, its equipment, and any personal effects for any fees or obligations payable under this Agreement which are not paid to Lessor when due, and Lessor may pursue all legal, equitable, and admiralty remedies to perfect said lien and foreclose any other liens on the Vessel. The right of enforcement of the lien herein granted to Lessor (or available under applicable law) shall be cumulative to any and all other rights and remedies of Lessor under applicable law or under this Agreement, or in connection herewith, including but not limited to enforcement of maritime liens for dockage, salvage, supplies and/or other goods or services provided to the Vessel by Lessor under the laws of the State where the Marina Premises are located and/or Federal General Maritime law. Owner remains personally liable to the extent enforcement of Lessor's lien rights do not satisfy all debts owed by Owner and the Vessel under this Agreement. Owner agrees that Lessor may retain the Vessel at Marina Premises by chains, repossession, or other means until such time as all amounts owed to Lessor by Owner have been paid in full. IF AUTHORIZED UNDER THE LAW OF THE STATE WHERE MARINA PREMISES ARE LOCATED, NONPAYMENT OF RENT, UTILITIES CHARGES, OR OTHER CHARGES OWED SHALL AUTHORIZE LESSOR TO SELL THE VESSEL AT A NON-JUDICIAL SALE IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE MARINA PREMISES IS LOCATED, FOR WHICH OWNER AGREES TO BE NOTIFIED AT OWNER'S ADDRESS PRINTED AT THE TOP OF THE FIRST PAGE OF THIS AGREEMENT AND THAT SAID NOTIFICATION BY U.S. CERTIFIED MAIL POSTAGE PREPAID AND BY POSTING AT THE MARINA PREMISES AND ON THE VESSEL SHALL SUFFICE AS NOTIFICATION FOR THIS PURPOSE.

12. As a material inducement to Lessor to enter into this Agreement, Owner agrees to maintain in force a comprehensive general liability insurance policy for the Vessel during the term of this Agreement, covering hull and machinery, and liability to others with a minimum coverage amount of Three Hundred Thousand Dollars (\$300,000) and in a form acceptable to Lessor; and a fire and casualty insurance policy with coverage at the full replacement value of the Vessel in a form acceptable to Lessor. Owner shall also maintain insurance, in a reasonable amount and in form acceptable to Lessor, for, among other things, oil spill and pollution coverage and shall be held fully responsible for any and all spills. Owner shall provide a Certificate of Insurance to Lessor naming Company and OpCo as certificate holders and as additional insureds at the commencement of this Agreement and hereby authorizes Lessor to contact Owner's insurance company as Lessor deems appropriate to ensure coverage remains in place and current and that all notices are provided to Lessor. Owner shall further provide an updated Certificate of Insurance (or copy of new policy) any time Owner's insurance coverage is renewed or changes while this Agreement is in effect. Failure to comply with the provisions of this Section 12 may result in termination of this Agreement among other available remedies. In the event of such termination, any payment made to Lessor shall be forfeited and shall not be refunded.

An insured Owner may work on his own boat on weekdays only (not on weekends or holidays) if such work does not interfere with the rights, privileges and safety of other persons or property. Any outside mechanic, craftsman or any other persons performing work on Owner's boat while in or on the Marina Premises must provide a certificate of worker's compensation and liability insurance coverage in order to protect the health, safety, welfare and property and other tenants. Certificate of insurance limits must be approved in writing by Lessor's management. Failure to meet these requirements will require Owner's boat to be removed from Marina Premises for repairs. All work on boats should be scheduled with Lessor's management. Service personnel must check in and out with Lessor's management. No work may be done on boats before 8:00 a.m. or after 6:00 p.m.

**OWNER'S INITIALS**

13. Owner shall ensure that the Vessel does not discharge pollutants into the waters in and around the Marina Premises and does not cause any environmental damage whatsoever. If Lessor observes a cause of pollutant discharge or environmental damage from any Vessel, then Lessor may, at its sole discretion, undertake efforts to stop the source of the problem by boarding the Vessel and taking actions to move or secure the Vessel to stop or control the problem. Lessor has the right, but not the obligation, to move or secure the Vessel to stop or control discharge of pollutants or environmental damage. Lessor shall be entitled to reimbursement for its expenses for any services or materials provided by or on behalf of the Lessor in undertaking such efforts. Whether to exercise the authority afforded by this Section is solely within Lessor's discretion, and Lessor does not guarantee Owner that Lessor will move, secure or take any action. This Section shall not waive or release Owner's obligations for any Vessel. **Clause 1 and clause 2 of the Additional Terms and Conditions fully apply any time action is taken by Lessor in accordance with the authority afforded by this Section.**
14. Owner acknowledges and understands that Lessor may, from time to time, take photographs, videos, and other images of the marina and related facilities, which may include Owner, the Vessel, and Owner's guests, family, employees, agents, and representatives. Owner, on behalf of Owner and Owner's guests, family, employees, agents and representatives, consents to Lessor's and its successors and/or assigns use and reproduction of any images taken while on or about Marina Premises, without further consideration, compensation or notice, and hereby authorizes and permits Lessor to use the same for advertising, promotional and other purposes as Lessor deems appropriate in its sole and absolute discretion. Owner agrees and understands Lessor will own all such images, and all rights related to them, all of which shall constitute Lessor's sole, complete and exclusive property. Lessor shall continue to have the right to use such images as and how it deems appropriate, even after this Agreement expires or is otherwise terminated.
15. In the event it becomes necessary for Lessor to incur expenses or utilize counsel to enforce any obligations owed under or referred to in this Agreement or to enforce this Agreement, including the Rules and Regulations, in any way, Owner agrees to and shall pay Lessor's reasonable attorney's fees, court costs, and other related expenses (including, but not limited to, certified mailings, third party debt reporting or collecting, current address/skip reports, and costs incurred in association with hiring a third party boat repossession company, pursuant to Lessor's lien rights under Section 11 herein, if any Vessel departs the Marina Premises with any unpaid obligations).
16. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, OWNER HEREBY WAIVES THE RIGHT TO JURY TRIAL IN ANY PROCEEDING RELATING TO THIS AGREEMENT.**
17. The Terms and Conditions of this Agreement, including the Rack/Slip Rate or Boat Lift Rent Rate, may be unilaterally amended by Lessor at any time. Lessor's amendments to the Terms and Conditions take effect thirty (30) days, or such longer time as may be provided by Lessor, after written notice of the amendments are delivered or mailed to Owner at the address printed on the top of the first page of this Agreement. Owner can elect to terminate this Agreement if Lessor makes amendments to the Terms and Conditions that materially change the responsibilities and obligations of Owner. To do so, Owner must deliver by U.S. certified or registered mail, return receipt requested, a written notice of termination ("Termination Notice") to Lessor before the date the amendments to the Terms and Conditions take effect. If Owner timely delivers the Termination Notice to Lessor pursuant to this Section, the Agreement will terminate on the last day of the next calendar



month following the month Lessor receives the Termination Notice. For example, if Owner delivers a Termination Notice on November 15th, the Agreement will terminate on December 31st. Amendments to the Rules and Regulations are excluded from this Section, and amendments to the Rules and Regulations do not entitle Owner to terminate pursuant to this Section.

18. Except as stated in Sections 17 and 19, Owner does not have a right to terminate or cancel this Agreement. Lessor reserves the right to terminate Agreements for thirty (30) days or longer at any time with thirty (30) days written notice, for any reason, or for no stated reason, or such shorter period of time as permitted in this Agreement or the Rules and Regulations. Lessor reserves the right to terminate Agreements of less than 30 days with seven (7) days written notice, for any reason, or for no stated reason, or such shorter period of time as permitted in this Agreement or the Rules and Regulations. Lessor may immediately terminate this Agreement if Owner violates any Rule or Regulation or jeopardizes, in Lessor's sole discretion, the health, safety or welfare of Lessor or any other customer, guest or other vessel. For Agreements of less than thirty (30) days Lessor retains the right to temporarily relocate the Vessel to a location with no utilities or to another marina should an event occur necessitating displacement of the Vessel. To terminate this Agreement, Lessor must deliver, via U.S. postage prepaid to Owner at the address printed on the top of the first page of this Agreement, a written notice of termination ("Lessor's Termination Notice") of this Agreement. If Lessor terminates this Agreement pursuant to this Section, Owner remains responsible for all sums due to Lessor under this Agreement, with Rent prorated based on the termination date or the date the Vessel is removed from the Marina Premises, whichever is later. If Owner has not removed the Vessel(s) on or before the date set forth in the Lessor's Termination Notice, Lessor may increase the Rent to the daily transient rent then applicable. Lessor may, but shall not be required to, cause the Vessel(s) to be moved and to be moored or stored in the name of the Owner at any other place at the sole discretion of Lessor, and Owner shall pay (or reimburse to Lessor, as applicable) all fees, costs and charges in connection therewith. **Clause 1 and clause 2 of the Additional Terms and Conditions shall fully apply any time action is taken by Lessor in accordance with the authority afforded by this Section. Owner further agrees that clause 1 and clause 2 shall continue in effect and inure to the benefit of persons or entities who have removed and stored the Vessel after removal from Marina Premises.**

18.1 Termination Fee – Annual & Seasonal Agreements. If Owner's account, on an annual or seasonal license, ever becomes 60 days past due, Lessor may terminate this Agreement immediately. If Lessor terminates this Agreement under this provision, or if Owner terminates the Agreement early, Lessor may, in its sole discretion, charge Owner a Termination Fee equal to the lesser of (i) three times Owner's Rent or (ii) what Owner would owe if the Agreement were accelerated.

18.2 Termination Fee – Month-to-Month (or shorter term) Agreements. If Owner's account, on a month-to-month or shorter-term license, ever becomes 30 days past due, Lessor may terminate this Agreement immediately. If Lessor terminates the Agreement under this provision, or if Owner terminates the Agreement early, Lessor may, in its sole discretion, charge Owner a Termination Fee equal to one hundred fifty percent (150%) of Rent for the applicable Agreement period.

- 19. AUTOMATIC RENEWAL: THIS AGREEMENT CONTAINS A PROVISION FOR AUTOMATIC RENEWAL UNLESS OWNER NOTIFIES THE COMPANY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE TERMINATION OF THE TERM OF THIS AGREEMENT THAT OWNER DOES NOT WANT TO RENEW.** Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew and continue on for successive, additional periods of the same length as the initial term (each, a "Renewal Term"), unless Owner notifies Lessor, in writing, at least thirty (30) days prior to the expiration of the then-current term of this Agreement that Owner does not want to renew this Agreement. By way of examples, (a) if the initial term of this Agreement is one



year, then this Agreement will automatically renew for Renewal Terms of one year, unless notice of non-renewal or termination is timely given pursuant to this section, and (b) if the initial term of this Agreement is thirty (30) days, then this Agreement will automatically renew for Renewal Terms of thirty (30) days, unless notice of non-renewal or termination is given pursuant to this section. During each Renewal Term, Owner shall pay (a) the then-current posted monthly rent rate, or (b) the rate stated in this Agreement, whichever is higher. If the Agreement is automatically renewed as provided herein, Owner may terminate this Agreement thereafter by delivering to Lessor, in writing via U.S. certified or registered mail, return receipt requested, Owner's notice of termination ("Owner's Termination Notice") at least thirty (30) days prior to the end of the then-current term.

20. In the event Owner remains in occupancy of a slip or rack beyond the expiration or earlier termination or cancellation of this Agreement, Owner shall be liable to Lessor as damages, in addition to all other charges due under this Agreement, a daily charge equal to two (2) times the Rack/Slip Rate and Boat Lift Rent Rate (if applicable) payable to Lessor pursuant to the then current rate schedule.
21. If more than one party signs this Agreement as Owner, all of such parties shall be jointly and severally liable for the performance of all obligations of Owner hereunder and shall be bound by all of the terms and conditions hereof. This Agreement shall be construed and controlled by the laws of the State in which the Marina Premises is located, without regard to its rules of conflict laws, and the parties further consent to exclusive jurisdiction in the federal courts sitting in the county where the Marina Premises is located, unless no federal jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the State court where Marina Premises is located. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens in such forums. Process may be served on either party in the manner authorized by applicable law or court rule. In any dispute regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and expenses from the other party.
22. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.
23. Owner accepts the rack and/or slip and boat lift that is subject to this Agreement for the term in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition as of the execution date with no obligation of Lessor to construct or install or pay for any improvements in or to the rack and/or slip and boat lift. Further, Owner acknowledges that neither Company nor OpCo will have any obligation or liability if Owner is precluded from use or enjoyment of such rack and/or slip or boat lift, the Vessel, or the Marina Premises for reasons beyond the control of Lessor, including specifically, without limitation, by reason of weather conditions, fire, flood, strikes, war, and governmental actions. Owner acknowledges and agrees that neither Lessor nor Lessor's employees, agents or representatives have made any representations, warranties or promises with respect to the rack and/or slip or boat lift that is the subject of this Agreement, the Marina Premises, or any related matter, except as expressly set forth in this Agreement (including the exhibits attached hereto). In entering into this Agreement, Owner has not relied upon any representation, warranty or promise made by Lessor or Lessor's employees, agents or representatives but has relied upon Owner's own judgment. This Agreement constitutes the entire agreement between Lessor and Owner with respect to the subject matter hereof. This Agreement cannot be amended or modified except by written agreement, signed by Lessor before or during the term of this Agreement, which writing specifically states that it is an amendment or modification hereto.
24. Owner may not transfer, sell, assign, or sublease Owner's interest in this Agreement; Lessor may transfer, sell, or assign its interest in this Agreement in its sole discretion.



25. In consideration of the execution of this Agreement by Lessor, Owner accepts this Agreement subject to any deeds or conveyances and any deeds of trust, master leases, security interests or mortgages and all renewals, modifications, extensions, consolidations and replacements of the foregoing which might now or hereafter constitute a lien upon Marina Premises, or improvements therein or thereon, and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of Marina Premises. Although no instruments or acts on the part of Owner shall be necessary to effectuate such subordination, Owner shall nevertheless, for purposes of confirmation at any time hereafter, on demand in the form(s) prescribed by the Lessor, execute any instruments, estoppel certificates, release or other documents that may be requested or required by any purchaser or any holder of any security for the purpose of subjecting and subordinating this Agreement to such deed or conveyance or to the lien of any such deed of trust, master lease, security interest, mortgage, or superior interest. Owner hereby appoints Lessor as its attorney-in-fact to execute and deliver any such instrument or document for Owner should Owner fail or refuse to do so. Owner expressly agrees Owner has no right to revoke its appointment of Lessor as attorney-in-fact as specified in this Section. If the Marina Premises or the associated marina (or any part thereof) is subject to a ground lease, submerged lands lease or similar document (a "Ground Lease"), this Agreement shall be subject and subordinate to the Ground Lease. It shall be the sole responsibility of Owner to conduct its activities in a manner that complies with the terms of the Ground Lease, and Owner shall not cause any default to occur under the Ground Lease. In the event that the lessor under the Ground Lease alleges or determines that execution of this Agreement, or any right granted to Owner under this Agreement, or any act or omission of Owner, is in conflict with the provisions of the Ground Lease, then Lessor shall have the right to terminate this Agreement immediately upon written notice to Owner. Lessor shall not be required to perform any obligations of the ground lessor under the Ground Lease, and the Lessor shall not be in default hereunder and shall have no liability to Owner in connection with any default by the ground lessor under the Ground Lease.
26. To the extent permitted by applicable law, if any portion of Owner's Security Deposit remains unclaimed at the expiration or termination of the Agreement, Lessor may continue to service the account (e.g. mail letters, attempt phone calls, etc.) for a \$30.00 monthly charge which shall be applied against the Security Deposit.
27. No "For Sale" signs, or similar, are to be displayed on or around any boats at the Marina Premises.
28. Customer agrees to indemnify Company against, and hold Company harmless from, any lost, cost, expense, claims or demands arising from any missing, damaged, lost, or held packages or mail received on Customer's behalf from UPS, FedEx, USPS, or any other shipper. Customer agrees that all mail and packages should be sent to Customer's primary address listed on the first page of this Agreement. Customer agrees that any mail or packages received by Company on Customers' behalf may be relocated off-site if held for longer than 72 hours after receipt.
29. As Vessel Owner I authorize my insurance company, listed on Page 1 of this Agreement, to release any and all relevant insurance information directly to Company. I also direct my insurance company to issue a copy of the Certificate of Insurance covering my vessel, listing Company as certificate holder, and to provide that copy directly to Company. I further authorize my insurance company to Company if there are any changes in or lapse in coverage listed under this policy.
- 30. Time is of the essence with each and every provision of this Agreement.**



31. Owner agrees to take all actions set forth in the Rules and Regulations in securing of the Vessel when hurricanes, tropical storms, or other severe weather threatens the area encompassing Marina Premises. **Clause 1 and cause 2 of the Additional Terms and Conditions fully apply any time action is taken by Lessor in accordance with the authority afforded by this Agreement. Owner further agrees that clause 1 and clause 2 shall continue in effect and inure to the benefit of persons or entities assisting Lessor in moving or securing Owner's Vessel(s).** If Owner is assigned a wet slip, Owner affirms that, prior to signing this Agreement, Owner has a hurricane and/or tornado plan that includes a secure location, outside Marina Premises, where Owner will move the Vessel in the case of a hurricane or tornado. If, during any hurricane or tornado, a Vessel is not removed and the Vessel causes property damage to Marina Premises or other vessels, Owner shall be held responsible and liable for same.

OWNER'S INITIALS _____

32. STATE SPECIFIC PROVISIONS. If there is an Exhibit D attached to this Agreement, the provisions of Exhibit D shall govern and control over any conflicting provision of this Agreement.
33. **SPECIFIC NOTICE REGARDING RELEASE AND INDEMNITY. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS AGREEMENT, INCLUDING SECTION 2 HEREOF, INCLUDES INDEMNIFICATION, RELEASE, EXCULPATION AND/OR WAIVER PROVISIONS WHICH, IN CERTAIN CIRCUMSTANCES, COULD MAKE OWNER LIABLE AND RESPONSIBLE FOR THE CONSEQUENCES OF THE NEGLIGENCE OF COMPANY AND OPCO. OWNER ACKNOWLEDGES THAT OWNER HAS CAREFULLY REVIEWED THE PROVISIONS OF SECTION 2 AND THE OTHER PROVISIONS OF THIS AGREEMENT AND THAT OWNER HAS ACTUAL NOTICE OF SUCH INDEMNITY, RELEASE, EXCULPATION AND/OR WAIVER PROVISIONS AND THAT CERTAIN RISKS AND LIABILITIES OF COMPANY AND/OR OPCO HAVE BEEN SHIFTED TO OWNER WHERE, BUT FOR THE PROVISIONS OF THIS AGREEMENT (INCLUDING THE PROVISIONS OF SECTION 2 HEREOF), SUCH RISKS AND LIABILITIES MIGHT HAVE REMAINED THE RESPONSIBILITY OF COMPANY AND/OR OPCO.**

OFAC Compliance. Licensor is obligated to comply with U.S. economic sanctions laws and regulations enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. Owner hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (the "List"), or is acting for, or on behalf of any person or entity on the List or any country or territory that is the subject of sanctions by OFAC. Owner further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the Term of the Agreement, including all restrictions on vessels that have recently transited Cuba. Notwithstanding anything to the contrary herein contained, Owner shall not permit the premises or any portion thereof to be used, occupied, or operated by or for the benefit of any person or entity that is on the List. Owner shall provide documentary and other evidence of Owner's identity and ownership as may be reasonably requested by Licensor at any time to enable Licensor to verify Owner's identity or to comply with any legal requirement.



DO NOT SIGN UNTIL YOU HAVE READ THIS ENTIRE AGREEMENT (INCLUDING EXHIBITS) AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY AGREES TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF RENT. BY SIGNING BELOW, OWNER AUTHORIZES LESSOR TO CHARGE THE ABOVE LISTED POST-DATED CHECK FOR THE BALANCE DUE.

Agreed to and effective this _____ day of _____, 20_____.

Vessel Owner: Sebastian Inlet District
(Printed Name)

If owner is an entity, entity and individual interested party must both sign.

Vessel Owner

Signature _____
Printed Name Sebastian Inlet District
Title _____

Interested Party

Signature _____
Printed Name _____
Title _____

ARGO SMI SEBASTIAN INLET, LLC, a Delaware limited liability company

Signature _____
Printed Name _____
Title Marina Administrative Manager

ARGO SMI SEBASTIAN INLET OPCO, LLC, a Delaware limited liability company

Signature _____
Printed Name _____
Title Marina General Manager



EXHIBIT A: MARINA RULES AND REGULATIONS

1. DOCKAGE/RACK CHARGES & USE

- 1.1. All boats must be registered upon arrival and receive assignment to a slip or rack.
- 1.2. Boat Owners must provide a current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner.
- 1.3. Charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel from bow pulpit to end of engines or by the maximum slip/rack length, whichever is greater.
- 1.4. Boat Owners may not sublease or permit boats owned by others in their slip or rack.
- 1.5. Boat Owners may not sublease their vessel, including any specific space or areas within their vessel, at any time while the vessel is at the marina.
- 1.6. Boat slip and racks may not be transferred to the new owner of the boat registered in this Agreement.
- 1.7. LIVEABOARD POLICY: The term "Liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for (5) consecutive days or a total of ten (10) days within a 30-day period. Liveaboards are prohibited within the marina unless Licensor has provided prior written permission for storage of such Liveaboard at the Marina prior to the date of this Agreement. All Liveaboards shall be compliant with all applicable laws, regulations and ordinances and must be self-propelled and able to be navigated under their own power.
- 1.8. Boats berthed in the Marina and the Boat Slip/Rack occupied by the Boat must be kept in a safe, clean and sightly condition.
- 1.9. Repair and maintenance of marina facilities shall be performed by the Marina only. Alterations/additions to marina facilities must be approved by the Marina.
- 1.10. The extent of boat repairs and maintenance at dockside is at the discretion of the Marina. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of boats in the Marina.
- 1.11. The Marina reserves the right to use any boat slips and racks during the temporary absence of a boat without setoff against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- 1.12. All slips, other than those explicitly designated as commercial by Marina Operations, are non-commercial slips. Activity including, but not limited to: soliciting, advertising, transferring of passengers, fish cleaning, renting boat or dock spaces/racks, business recruiting, and signage are strictly prohibited in these non-commercial slips. The chartering of boats, booking of trips, or acting as an agent for vessels is strictly prohibited.
- 1.13. Owner agrees to comply with any and all County and City ordinances, and State and Federal law and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters.
- 1.14. Transfer, changing, or moving of vessels between slips and racks is not allowed except by prior written concurrence of Marina. To assure availability upon return, Owner agrees to notify Marina in writing, before departure, of the date and expected time of return and to confirm 48 hours prior to return.
- 1.15. Marina reserves the right to move a vessel without notice.
- 1.16. Only vessels in good and seaworthy condition will be admitted. All vessel owners or captains must report, by radio, or in person, to the marina office upon arrival for registration and slip assignment.
- 1.17. Owner's vessel shall be registered or documented, marked, and maintained as required by law and safe practices.
- 1.18. Owner's vessel shall be subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines; cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing, etc.
- 1.19. All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.
- 1.20. Marina will attempt to honor Owner's preference for slip/rack assignment consistent with Marina's need to match vessels to slips of an appropriate size. Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.



- 1.21. Boat Owners leaving for an extended cruise (more than 72 hours) will so notify the Marina office. The Marina management reserves the right to rent all boat slips/rack when so vacant without set off against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- 1.22. For overnight dock users only ("Transient Dockers") check out time shall be 11:00 a.m. Any vessel that occupies a boat slip after 11:00 a.m. shall be charged for the following day.
- 1.23. Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of the Marina. When Owner's vessel enters the Harbor, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving the Harbor under emergency shall be reported immediately by Owner to the Marina using VHF Channel 16 or best means available.
- 1.24. Except in an emergency, when entering and leaving, the Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with a designated "Manatee Zone."
- 1.25. Owner agrees to operate his vessel in waters of the Harbor without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities.
- 1.26. As an additional remedy for enforcement of rents, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six months in accordance with the provisions of Section 328.17, Florida Statutes.
- 1.27. Small craft belonging to Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip, but not on the dock or finger pier. No Owner shall cause a boat to occupy more than the one (1) space assigned to the boat without first obtaining permission from the Marina. The assigned space may not be subleased, nor may there be more than one (1) boat per slip.
- 1.28. Owner shall put trim tabs in UP position and put antenna down.
- 1.29. Owner shall lower Bimini top or canvas cover, put anchor light down.
- 1.30. The Marina is not responsible for thru hull fittings, transducers, or speedometer pickups.
- 1.31. No fuel trucks are allowed in the Marina.
- 1.32. It is the Vessel Owner's responsibility to control those persons using the Vessel by maintaining key security. Licensor has no need or desire to have access to such keys and Licensor shall have no liability whatsoever related to any such keys. Vessel Owner shall be responsible for any use of the Vessel upon any scheduled launch (using BoatCloud, SpeedyDock, or otherwise) by Vessel Owner or anyone given access to such programs by Vessel Owner. Neither Vessel Owner nor any of Vessel Owner Parties shall have the right to enter the barn nor shall they have any direct access to the Vessel while within the barn.

2. CONDUCT

- 2.1. All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by the Marina. Marina may grant or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.
- 2.2. Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole and absolute discretion determines might injure another party, cause damage to property or disturb other tenants may lead to termination of this Agreement by the Marina.
- 2.3. Owner and Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.
- 2.4. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.
- 2.5. Boats shall conform to all federal and state regulations concerning boat safety devices and equipment.
- 2.6. Notices or signs are not permitted to be displayed on Marina dock areas, buildings, or grounds without Marina approval.
- 2.7. Wildlife may not be fed from boats or Marina dock areas.
- 2.8. Fishing and netting are prohibited from Marina dock areas. Use of harpoons or spears is prohibited in the Marina.
- 2.9. Recreational swimming is prohibited in the waters of the Marina. Small boats or dinghies are not permitted to be



stored or operated under Marina dock areas.

- 2.10. Boat Owners that are issued Marina shower and restroom keys upon payment of the current deposit amount must comply with the Marina's key policy. Such shower and restroom keys are property of Marina and may not be sold or otherwise transferred to another person.
- 2.11. Boat Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. During Hurricane Season from June 1 to November 30 each year Boat Owners shall take all necessary and prudent measures to prevent damage, which may include, but not be limited to, maintaining double mooring lines. In the event of a significant storm for which Boat Owner has failed, in the Company's reasonable judgment, to take reasonable safety precautions, the Company reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Boat Owner. THE COMPANY SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE COMPANY.
- 2.12. The County of Indian River leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for any and all actions of their pets. Boat Owner's Registration/Boat Dockage Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.
- 2.13. Rigging shall be secured to prevent undue noise.
- 2.14. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.
- 2.15. Security gates and restroom doors are to be kept closed and locked at all times.
- 2.16. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- 2.17. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skateboarding on the docks is prohibited. Motorcycles motorbikes, mopeds and motor scooters may not be stored on the docks.
- 2.18. Marina and Owner and Owner's guest alone may use the shore side toilets and laundry facilities, except for the facilities attached to the Marina Office designated for use by the general public.
- 2.19. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Boat Dockage Agreement prior to final legal disposition.

3. CONTRACTORS & BROKERAGE

- 3.1. Owner agrees to only use contractors, brokers, or service personnel who register at the Marina Office and produce proof of insurance (\$1M commercial liability), worker's compensation policy or exemption, and professional business license prior to working on any vessel in the marina.
- 3.2. No "For Sale" signs, or similar, are to be displayed on or around any boats at the Marina Premises. No signs are permitted to be displayed on the dock, pier, dock box, pedestal, or other dock fixtures. Prospective buyers are guests of the marina and must be accompanied by boat owner or registered contractor/broker.

4. FIRES, FUELING, AND DANGEROUS CONDITIONS

- 4.1. The use of charcoal burners, gas welders, gas torches or any open flame- producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
- 4.2. The fueling of vessels is permitted only at the Marina fuel docks. Owner will be correct immediately any dangerous or hazardous condition on his/her vessel, or caused by his/her vessel, upon notice of such condition. Boats must receive fuel from the fuel service dock. No fuel will be pumped or transferred from boats to containers on dock areas.

5. INSURANCE



- 5.1. Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in Marina. Owner has produced evidence of or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon.
- 5.2. The Marina's Liability Insurance Policy requires all contractors working on boats at these facilities to be licensed and properly insured. Boat Owners are not permitted to provide access to private contractors that do not meet these requirements.

6. PARKING

- 6.1. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property.
- 6.2. Vessel Owner and guests shall have use of the parking areas so designated for Marina Parking, excepting any public parking spaces, subject to availability on a first-come-first-serve basis.

7. STORAGE ON DOCKS

- 7.1. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense.
- 7.2. Dock boxes shall be furnished by the Marina, and Boat Owners shall not be permitted to install or retain their own unless written permission is given by the Company.

8. ELECTRICITY

- 8.1. Dockage fees and electrical and other services fees shall be paid in advance.
- 8.2. Owner will contract only with Marina for pier-side services including but not limited to electricity, cable television and water. Owner may use his/her own satellite dish, so long as it is mounted on Owner's vessel.
- 8.3. Owner will be billed, and will pay in advance, for electricity at the rate established for the power Owner requests. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be at a higher-than- contracted amperage/voltage rate, at any time during the month (eg. 50 amp/208-volt service hook-up vs. 30/110 contracted), the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues. Such charges at the higher rate will be the monthly charge, not pro-rated.
- 8.4. UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weatherproof covers in serviceable condition.
- 8.5. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage therefrom.
- 8.6. Boat Owners must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock areas.

9. WATER

- 9.1. Marina provides access to fresh water but prohibits use of fresh water to cool air- conditioners and other equipment or to cool the skin of the vessel.



- 9.2. Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action.
- 9.3. Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- 9.4. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damages or loss resulting from power failure.

10. WASTE DISPOSAL

- 10.1. Owner will ensure that all trash and garbage is placed into designated receptacles.
- 10.2. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
- 10.3. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.
- 10.4. Fish remains must be disposed of properly in the dumpster in the outer parking lot or in offshore waters in accordance with federal and state regulations.
- 10.5. An oil recycling container is provided by the Marina for oil, including diesel fuel, and oil filters. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling igloos.
- 10.6. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Boat Owner shall be liable for any such discharge. All permanently installed sewage systems must meet current federal and state regulations or must be locked off while the vessel is docked. Boat Owners must place all trash and garbage in the commercial containers located at the Marina.

11. VIOLATIONS

- 11.1. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guest that might annoy or injure others persons or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.

OWNER'S INITIALS



EXHIBIT B: AUTHORIZED USERS (OPTIONAL)

The person(s) listed below have been granted permission by Owner to use Owner's Vessel (each, an "Authorized User"). To delete or add a person on the Authorized Users Form, Owner must deliver to Lessor a written notice specifying the person who is to be removed or added to the Authorized Users Form. All Authorized Users must be at least 18 years of age and (i) carry a current boating safety identification card, if required by the State where Marina Premises is located, and/or (ii) have completed the requisite boating safety course, if required by the State where Marina Premises is located. In addition, all Authorized Users must be familiar with the safe operation of racks/slips and the Vessel and know all rules and practices applicable to the safe operation of racks/slips and the Vessel. Owner hereby agrees and acknowledges that it is the Owner's responsibility, and not the Lessor's, to require that each Authorized User is informed of and abides by the provisions of this Agreement and the Rules and Regulations. Owner is solely responsible for Authorized Users' actions and behavior.

Authorized User #1:

Name: _____

Address: _____

Cell Phone Number: _____

DOB: _____

Driver's License Number: _____ State: _____

Boating Safety Identification Card No. (If applicable): _____

Authorized User #2:

Name: _____

Address: _____

Cell Phone Number: _____

DOB: _____

Driver's License Number: _____ State: _____

Boating Safety Identification Card No. (If applicable): _____



SEBASTIAN INLET
MARINA
A SUNTEX EXPERIENCE

EXHIBIT C: AUTO-PAYMENT

LAST NAME: _____

FIRSTNAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

☐ OPTION 1: ACH

I authorize **ARGO SMI SEBASTIAN INLET OPCO, LLC**, ("COMPANY") and its successors and assigns to initiate electronic debit entries to my checking to savings account indicated below and I authorize the financial institution ("BANK") named below to debit these entries from my account. This authority shall remain in effect until Company and Bank have received notification from me of its termination in such time and in such manner as to afford as to afford Company and BANK a reasonable opportunity to act on it, or until my account has been paid in full, or until Company or BANK has sent me ten (10) days written notice of Company's or BANK's termination. If I choose to terminate this authorization to debit my account, I will notify BANK in accordance with my agreement with BANK. I understand and agree that Company is not liable for erroneous bill statements or incorrect charges to my checking or savings account. Should an error in the bill statement occur that Company has not adjusted, Company will be responsible for rectifying it if Company receives notice from me of this error within 30 days of statement receipt. I understand that if my account is to become 60 days past due, Company will suspend services until paid in full.

BANK ACCOUNT HOLDERNAME: _____

BANK NAME: _____

ROUTING #: _____

ACCOUNT #: _____

☒ OPTION 2: CREDIT CARD

I hereby authorize **ARGO SMI SEBASTIAN INLET OPCO, LLC**, ("Company"), to automatically charge my credit card, monthly, for storage, dockage, service, ship's store purchases, fuel, and any other contracted fees. As the credit card holder, I authorize Company to charge my credit card for all future purchases until notified in writing. This authorization applies to the credit card listed below, and any future credit cards that I may designate by notifying the Marina Office.

I understand and agree that Company is not liable for erroneous bill statements or incorrect charges to my credit card. Should an error in the bill statement occur that Company has not adjusted, Company will be responsible for rectifying it if Company receives notice from me of this error within 30 days of statement receipt. I understand that if my account is to become 60 days past due, Company will suspend services until paid in full.

Visa Card on file

CREDIT CARD NUMBER: _____

EXPIRATION DATE: ____/____/____

BILLING ZIP CODE: 32903

A surcharge of 3% on credit card transaction amounts for all monthly, seasonal, annual, and any associated storage charges as defined in your existing storage agreement, as well as any charges held on account at the marina paid by credit card.

I opt to pay by check, wire, or ACH auto-Draft and will contact the Marina office to set this up. I also acknowledge that payment is due by the 10th of each month

Your completion of this authorization form helps us to protect you, our valued client, from fraud. Company will keep all information entered on this form strictly confidential. I hereby authorize the above stated transactions.

Account Holder's Signature: _____

Date: _____

SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: **Work Order No. 2627-08 - ESA, Environmental Science Associates
DMMA Annual Land Management and Site Engineering**

DATE: September 29, 2026

BACKGROUND

On May 13, 2020, the Board approved a Master Services Agreement (MSA) with Environmental Science Associates (ESA) for professional engineering and biological support services related to the maintenance of the District's Dredged Material Management Area (DMMA) on the north side of the Sebastian Inlet State Park (SISP). DLR Mobile, Inc. (DLR) is under subcontract to ESA for services related to DMMA mowing and maintenance.

On November 12, 2025, the Board approved Amendment 1 to the MSA, extending the term to November 12, 2030.

DESCRIPTION AND CONDITIONS

In 2011, the District contracted the construction of a Dredged Material Management Area (DMMA) on the north side of the Sebastian Inlet State Park (SISP) to dewater, screen and temporarily hold dredged inlet sediments for future truck-haul placement onto the downdrift Indian River County beaches (Sectors 1 and 2).

For the DMMA to function as intended, regular treatment of nuisance/exotic flora species, monitoring and overall site maintenance is required.

In accordance with the Board adopted 2021 DMMA Operations and Management Plan, the proposed Work Order No. 2627-08-ESA provides the following summary of services:

- Quarterly nuisance and exotic vegetation treatments and site inspections,
- Periodic mowing and tilling,
- Native plantings,
- Gopher Tortoise Permitting and Relocation,
- Site engineering and construction services, and
- Updates to the DMMA Operations and Management Plan.

The total amount of the work order is \$96,265 and will be invoiced on a time-and-materials basis only for actual expended effort. This amount is \$28,970 lower than the amount for similar services completed in the previous DMMA maintenance work order.

FUNDING

Funding for this expenditure is budgeted and available under Sand Transfer System/Advanced Studies, DMMA & Maintenance Account No. 5371-326.

RECOMMENDATION

The recommendation of staff is for the Board to approve Work Order No. 2627-08–ESA to the contract with Environmental Science Associates and authorize the Executive Director to sign on behalf of the District.

ATTACHMENT

Environmental Science Associates Work Order No. 2627-08 – ESA

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

Sebastian Inlet District Commission

Engineering and Biological Support Services for Maintenance of the Sebastian Inlet Dredge Material Management Area (DMMA)

Annual Land Management and Site Engineering Scope of Services October 2026 thru September 2027

Introduction

ESA is pleased to present this Scope of Service (SOS) to the Sebastian Inlet District for land management and engineering services specific to the Sebastian Inlet District (SID) Dredged Material Management Area (DMMA), located on the northern side of the Sebastian Inlet State Park (SISP). Requested ecological and engineering services to be provided includes the following tasks:

- Quarterly Nuisance and Exotic Vegetation Treatments and Site Inspections (up to four (4) events, if required),
- Mowing Services (up to two (2) events, depending on level of treatment),
- Monthly Site Inspections (to be performed during months with no scheduled maintenance activities),
- Site/Construction Engineering Services
- End-of-Year Update to the DMMA Operations and Management Plan (with corresponding attachments, if required).
- Additional Services related to Gopher Tortoise permitting and relocation (as needed)

Background

The Sebastian Inlet District (SID) built the DMMA in 2011 to dewater dredged material from the Sebastian Inlet and temporarily hold the sediment until conditions were acceptable for the truck-haul placement of the sediment on area beaches. The DMMA is approximately 6 acres in size and has grassed berms around the perimeter. This scope of work will provide annual land management in accordance with the DMMA Operation & Maintenance Plan.

Services:

Task 1 - Quarterly Nuisance and Exotic Vegetation Treatments and Site Inspections

ESA will perform up to four (4) “as-needed” maintenance events to treat nuisance and exotic (N&E) vegetation from within the DMMA footprint. Florida Department of Environmental Protection (FDEP) approved herbicides will be utilized, and all treatments will be overseen by a State of Florida licensed Aquatic Herbicide Applicator, who is also certified in Natural Areas. During these events, spot treatment applications of herbicides will be performed starting from the security fence, over the exterior and interior retaining berm structure to approximately three feet within the central holding area. Herbicide use will be limited within the central holding area, where alternative techniques discussed below (Mowing Services) will be utilized to minimize herbicide use. After each herbicide event, a Daily Herbicide Log will be completed and at the end of year included in the Operations and Maintenance Plan (Plan) as an update to the O&M Appendix.

During each maintenance event, an overall site inspection will be conducted utilizing the DMMA Inspection Sheets provided within the Plan. All problematic areas will be noted within the logs and emailed to SID’s

Executive Director and the site engineer, within three (3) days of the date of inspection, to be included within the year-end update to the O&M Appendix. Typical items reviewed and noted will include integrity of the security fencing and gate structures, vegetative coverage within the site, percent noxious vegetation within the site, berm integrity issues and noted wildlife, such as gopher tortoise (*Gopherus polyphemus*) burrows.

During the quarterly maintenance and inspection events, should open/denuded areas be observed along the exterior and interior berm slope, appropriate seed stock (Bermuda grass, Bahia grass and/ or appropriate wildflower mix) will be applied for stabilization and berm integrity purposes, based on the budget for seed stock provided under Task 3.

Task 2 - Periodic Mowing Services

ESA will subcontract with DLR Services to complete annual and potential bi-annual mowing services (with an option to perform a mowing/tilling event, if necessary). Since the berm slopes are sandy and steep, bush hogging activities have been noted to create ruts. Therefore, in an effort to reduce rutting and denuding the side slopes, mowing activities will be conducted utilizing an excavator with a mowing head. One mowing event has been budgeted to utilize the excavator with mowing head that can also grind the vertical vegetation away from the security fencing. During each mowing event, an ESA biologist will be onsite to perform an assessment of the berm and to note and mark potential gopher tortoise burrows. While the biologist is onsite, a site evaluation utilizing the appropriate DMMA Inspection Sheets will also be performed. Any issues encountered during the mowing events will be emailed to SID's Executive Director and the site engineer within three (3) days of mowing activities.

Task 3 - Seeding Services

At the direction of SID, ESA will purchase a variety of appropriate seed material to disperse within designated areas of the DMMA as a cheaper alternative to the installation of plant material. Previous seeding events at the DMMA have been successful in the establishment and distribution of species such as broomsedge (*Andropogon spp.*), bushy seaside oxeye (*Borrichia frutescens*), and Indian blanket (Indian blanket flower (*Gaillardia pulchella*) across the site, as plant growth from seed sources appears to be more adaptive to the DMMA's existing soil and site conditions. The budget associated with this task is based on the direct purchase of the seed material. Distribution of the seed material will occur during Tasks 1, 2, and 4.

Task 4 - Monthly Site Inspections

ESA will perform monthly site inspections utilizing the DMMA Inspection Sheets. It is anticipated that with each site inspection performed during quarterly maintenance events and mowing activities, only nine (9) additional site inspections may potentially need to be performed. Site photos and videos along with completed Inspection Sheets will be included within the year-end O&M Appendix update.

Task 5 – Site/Construction Engineering Services

ESA will provide construction engineering services as needed on the containment berms, impervious geotextile liner, fences, gates and stormwater control structures. This task may include taking sediment grab samples from the berm for laboratory analysis, assessment of the liner, video monitoring of the stormwater control structures, slope grading or liner replacement by a contractor, and providing a memorandum documenting the site/construction monitoring review. It is anticipated that site/construction engineering services may include preparation of site plans, technical specifications, bid documents and support, site monitoring during grading for repair work along the interior of the berm, oversight of potential fence replacement and/or gate re-design, along with weekly project progress

meetings (attended by the Engineer of Record), daily site progress reports, substantial and final completion monitoring, and review of contractor invoices.

Task 6 - End of the Year Update

ESA will provide an end of year 2027 update to the Plan which will include changes regarding herbicide type, quantity and application methods, additional management plans/strategies that affect the DMMA, and a Lessons Learned section to be included within the DMMA Operation & Maintenance Plan.

Task 7 – Additional Services

ESA will provide gopher tortoise permitting and one (1) day of relocation services should emergency excavation services within the DMMA be warranted. It is our understanding that SISP has arranged with FWC that the on-site gopher tortoise population within the DMMA will be allowed to be relocated within SISP. Therefore, the budget to cover these services will only include excavation costs, as it is understood that the FWC and SISP agreement captured tortoises (within the DMMA) are allowed to be relocated to adjacent SISP property, with SISP coordination. While the budget for this task will cover up to one (1) day of labor for excavation services (utilizing a FWC Certified Gopher Tortoise Agent and excavation equipment), Gopher tortoise permitting fees and services are not anticipated, therefore, not included within this SOS.

Schedule:

ESA will coordinate with SID and SISP and provide 1-week advance notification prior to accessing the DMMA. SID and SISP will be notified immediately of any change in schedule. Work will be occurring on a quarterly basis, but site visits will occur monthly for visual inspections.

Tasks	2026/2027											
	O	N	D	J	F	M	A	M	J	J	A	
N&E Vegetation Treatments												
Mowing Events												
Seeding Services												
Monthly Site Inspections												
Site/Construction Engineering Services	TBD											
End of the Year Update												

Budget:

Task 1: Quarterly N&E Vegetation Treatments and Site Inspections.....	\$ 16,990.00
Task 2: Periodic Mowing Services	\$ 41,420.00
Task 3: Seeding Services	\$ 5,920.00
Task 4: Monthly Site Inspections.....	\$ 6,140.00
Task 5: Site/Construction Engineering Services	\$ 9,620.00
Task 6: End of the Year Update	\$ 5,260.00
<u>Task 7: Additional Services (Gopher Tortoise Relocation Services).....</u>	<u>\$ 10,915.00</u>
Total (Not-To-Exceed).....	\$ 96,265.00

We look forward to working with you on this project and if you have any questions or require additional information, please do not hesitate to call Susan Shaw at 407-709-9615 or Bryan Flynn at 772-633-5300.

Sincerely,

ESA

Susan Shaw

SE Biological Resources Program Manager
Manager


Bryan D. Flynn, PE

Env. Restoration & Design Program

												ESA LABOR TOTAL BY HOURS / DOLLARS						TOTAL SUBCONSULTANT				TOTAL EXPENSE						
												DLR			Seed World (vendor)													

View Expense Summary	

		Mobilization	FWC permitting fees	150/day	Herbicide, surfactant & dye	Sprayer	
		Other Travel Related	Project Supplies	RTK-GPS	Project Supplies	Project Supplies	Note: No Mark-Up on Expenses for GSA
Task #	Task Name						TOTAL EXPENSE
1.1		\$400.00			\$2,500.00	\$400.00	\$3,300.00
1	Quarterly N&E Vegetation Treatments & Site Inspections	\$400.00	\$0.00	\$0.00	\$2,500.00	\$400.00	\$3,300
2.1		\$200.00					\$200.00
2	Periodic Mowing/Tilling Services	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200
3.1		\$500.00					\$500.00
3	Planting Services	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500
4.1		\$300.00					\$300.00
4	Monthly Site Inspections	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300
5.1		\$700.00		\$600.00			\$1,300.00
5	Site/Construction Engineering Services	\$700.00	\$0.00	\$600.00	\$0.00	\$0.00	\$1,300
6.1							\$0.00
6	End of Year Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
7.1		\$200.00	\$400.00	\$150.00			\$750.00
7	Additional Services	\$200.00	\$400.00	\$150.00	\$0.00	\$0.00	\$750
	TOTAL EXPENSE	\$2,300.00	\$400.00	\$750.00	\$2,500.00	\$400.00	\$6,350.00

SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: Change Order No. 1 - **Work Order No. 2526-013 - ATKR, AtkinsRealis
2026 Flood Tidal Shoal Seagrass Monitoring and Hardbottom Biological
Monitoring**

DATE: October 7, 2026

BACKGROUND

On October 14, 2020, the Board approved a 5-year Master Services Agreement (MSA) with AtkinsRéalis USA Inc. (AtkinsRéalis), for continuing professional coastal engineering and biological support services.

On November 12, 2025, the Board approved Amendment 1 to the MSA, extending the term to November 12, 2030.

On April 8, 2026, the Board approved Work Order No. 2526-013 -ATKR for AtkinsRealis to perform permit required post construction monitoring of the inlet shoals, inlet seagrass, and hardbottom offshore of the 2024-2025 Sebastian Inlet Sand Trap Dredging and Beach Placement Project. The total amount of the Work Order was \$231,305.

DESCRIPTION AND CONDITIONS

Following approval of Work Order No. 2526-013-ATKR, the Florida Department of Environmental Protection (FDEP) requested the District provide a status on all hardbottom transect pins used to assist in determining potential project impacts.

On August 24, 2026, AtkinsRealis informed that District that a total of 56 transect pins were either missing or damaged. Following discussions with FDEP, it was recommended that 11 of the 56 transect pins needed to be replaced.

Change Order No. 1 to Work Order No. 2526-013 - ATKR will cover the additional mobilization, supplies, field days, and AtkinsRealis staff time to replace the missing transect pins.

The total amount of Change Order No. 1 to Work Order No. 2526-013 - ATKR is \$23,743 and will be invoiced on a not-to-exceed fee basis only for actual expended effort. Change Order No. 1 increases the total amount of Work Order No. 2526-013-ATKR to \$255,048.

FUNDING

Funding for this expenditure is budgeted and available under Sand Trap Dredging/Permit Related Costs/Monitoring Account No. 5372-470. Additionally, services provided under Change Order No. 1 to Work Order No. 2526-013-ATKR are eligible for 50% State cost share under the Florida Department of Environmental Protection Beach Management Funding Assistance Program Grant No. 24IR1-Amendment No. 2.

RECOMMENDATION

The recommendation of staff is for the Board to approve Change Order No. 1 to Work Order No. 2526-013 – ATKR to the contract with AtkinsRealis and authorize the Executive Director to sign on behalf of the District.

ATTACHMENT

AtkinsRealis Change Order No. 1 to Work Order No. 2526-013 – ATK, dated October 6, 2026.

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: **Award of Bid – North Jetty Improvements Project – Phases 2 and 3
Shoreline Foundation, Inc. – Work Order No. 2627-006 - SFI**

DATE: September 28, 2026

BACKGROUND

Consistent with the District's charter, maintenance of the North and South Sebastian Inlet Jetties is the responsibility of the District to maintain navigation through the Sebastian Inlet. Due to District funding constraints, maintenance to both jetties was planned over several fiscal years and to be constructed in phases, focusing on the areas of greatest need first.

In June 2025, the District completed the initial project construction phase (Phase 1) to the North Jetty. Phase 1 rehabilitated approximately 220 linear feet of the jetty structure with 4-foot diameter granite armor stones and construction of a sheet pile seawall and new concrete sidewalk. The Contractor was Shoreline Foundation, Inc and totaled \$2,139,419.85.

DESCRIPTION AND CONDITIONS

On July 31, 2026, the District solicited bids for the North Jetty Improvements Project – Phases 2 and 3 (Phases 2 and 3). Phases 2 and 3 continues the rehabilitation of Sebastian Inlet North Jetty structure with the installation of 48 pre-stressed concrete piles, placement of new jetty decking, and installation of supplemental 4-foot diameter granite armor stones and 3-foot diameter crib stones. The bid solicitation was published in Florida Today, Indian River Press Journal, TC Palm, and on the District website. Bid Documents were available for free download using the OpenBids service from DemandStar.

A rehabilitation project for the South Jetty is in the planning stages and will be discussed in a subsequent agenda item.

BID RESULTS

Bid Opening Date:	September 4, 2026
Demandstar Broadcast to:	1281 Subscribers
Specifications/Plans Downloaded by:	67 Vendors
Replies:	4 Bids

Bidder Name	Base Bid Amount
Shoreline Foundation, Inc.	\$6,498,500.08
Webber, LLC.	\$7,392,000.00
Vecellio & Grogan, Inc.	\$8,294,394.60
Earth Tech Enterprises	\$2,349,495.44

ANALYSIS

Following the September 4, 2026 bid opening, the apparent low bidder, Earth Tech Enterprises (Earth Tech) notified the District that a clerical/transcription error occurred in their submitted bid. As a result, the direct-cost values were inadvertently transferred to the submitted bid schedule rather than their indented bid values. Recognizing the error and consistent with the Contract Documents, on September 16, 2026 Earth Tech withdrew their bid from consideration and requested that the District release all obligations associated with their submitted bid and bid security.

After reviewing the remaining bids, District staff and coastal engineering consultant, Environmental Science Associates, determined the Bid, submitted by Shoreline Foundation Inc., (SFI) to be balanced and qualified as the lowest, responsive and responsible bidder. The total verified bid amount from SFI is \$6,498,500.08.

Upon request, all Bids are available for viewing by contacting the District office.

FUNDING

Funding for the North Jetty Improvements Project – Phases 2 and 3 is budgeted and available in Construction Programs, North Jetty Maintenance and Repair Account No. 5375-472. Additionally, the project is eligible for up to 50% cost share under FDEP's Beach Management Funding Assistance Program – Grant No. 26IR1.

RECOMMENDATION

Staff recommends that the Board:

- 1 Accept Earth Tech Enterprises request to withdraw their bid and that the District release all obligations associated with their submitted bid and bid security.
- 2 Award the North Jetty Improvements Project – Phases 2 and 3 under the bid submitted by Shoreline Foundation, Inc. in the amount of \$6,498,500.08. Staff also recommends that the Board approve the attached sample agreement and authorize the Executive Director to execute said agreement after receipt and approval by the District Attorney of the required Performance Bond, Payment Bond, and Certificate of Insurance.
- 3 In the event the District is unsuccessful contracting with Shoreline Foundation, Inc. staff requests Board approval to contract with the second lowest, responsive, and responsible bidder, Webber, LLC.

ATTACHMENT

1. Bid Tabulation Sheet for North Jetty Improvements Project – Phases 2 and 3
2. Earth Tech Enterprises Withdrawal of Bid Letter
3. Environmental Science Associates Recommendation dated September 28, 2026
4. Sample agreement – Shoreline Foundation, Inc.

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

SEBASTIAN INLET DISTRICT
 NORTH JETTY IMPROVEMENTS PROJECT – PHASES 2 AND 3
 BID OPEN DATE: SEPTEMBER 4, 2026 at 2:01 P.M.

VERIFIED 
 Stacy Busche
 Edward Garland

TABULATION / REQUIRED SUBMITTAL TRACKING LOG

BIDDER NAME	RECEIVED DATE/TIME	BID AMOUNT	Q-1	Q-2	Q-3	Q-4	Addendum (2)	Q-5	Q-6	Q-7	Q-8	Q-9
Shoreline Foundation, Inc.	9/4/2026 10:31	\$ 6,498,500.08	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Webber, LLC.	9/4/2026 12:27	\$ 7,392,000.00	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Vecellio & Grogan, Inc.	9/4/2026 12:55	\$ 8,294,394.60	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Earth Tech Enterprises	9/4/2026 13:30 PM	\$ 2,349,495.44	N	Y	Y	Y	Y	Y	Y	Y	Y	Y

Answers: Y (Yes); N (NO); No Bid

Question 1— Is the bid in a separate envelope with the words “BID ENCLOSED” on it?

Question 2— Is the Bid Form submitted and completed in “ink” or by typewriter?

Question 3— Is the name typed or hand-written below the signature on the Bid Form?

Question 4— Is there (1) original copy of the Bid and (1) electronic copy of the Bid on usb?

Addenda - Has the Bidder acknowledged receipt of Bid Addendums 1 and 2 (BP-3)?

Question 5— Is there a certified check, cashier’s check or a Bid Bond (BB-1-2), equal to 5% of total bid price payable to Sebastian Inlet District, included?

Question 6— Is there a Sworn Statement—Disclosure of Relationships (SS-1-2) included?

Question 7— Is there the General Information (I-1-2-3) included?

Question 8 – Is there a Self-Performance Calculation Compliance Form (I-4) included?

Question 9 – Is there a List of Sub-Contractors (I-5) included?



James Gray, Jr.
Executive Director
Sebastian Inlet District
114 Sixth Avenue
Indialantic, Florida 32903
Email: jgray@sitd.us

RE: Withdrawal of Bid – Sebastian Inlet District North Jetty Improvement Project –
Phases 2 & 3

James,

Upon review of our submitted bid for the Sebastian Inlet District North Jetty Improvement Project – Phases 2 and 3, Earth Tech Enterprises identified a material clerical error in our bid.

Our submitted bid amount of \$2,349,495.44 corresponds to the direct-cost subtotal contained in our final estimating workbook prepared prior to bid submission. That workbook separately calculates Earth Tech's fully loaded selling price, including project general conditions, markup and bond, resulting in an intended bid amount of \$4,452,677.08.

During preparation of the final bid documents, the direct-cost values were inadvertently transferred to the bid schedule rather than the fully loaded bid values.

This was a clerical/transcription error and not a post-bid adjustment to our pricing. Earth Tech has contemporaneous estimating documentation prepared prior to bid submission that substantiates both the error and the intended bid amount.

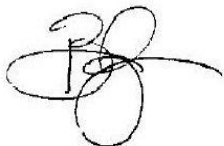
Accordingly, Earth Tech Enterprises respectfully requests to withdraw its bid from consideration for the Sebastian Inlet District North Jetty Improvement Project – Phases 2 and 3.

We regret the error and appreciate the district's consideration. Earth Tech remains very interested in future opportunities with the Sebastian Inlet District and ESA.

P

lease provide written confirmation that Earth Tech's withdrawal has been accepted and that Earth Tech Enterprises and its surety are released from any further obligation associated with the submitted bid and bid security.

We are prepared to provide contemporaneous estimating documentation supporting the clerical error if needed.

A handwritten signature in black ink, appearing to be 'BP' with a stylized flourish extending to the right.

Brian Peachey
Director of Marine Construction / Earth Tech Enterprises

memorandum

date September 28, 2026

to James Gray – Executive Director, SID

cc Stacy Bushe – Contracts & Accounting Manager, SID

from Bryan D. Flynn, PE

subject Sebastian Inlet District North Jetty Improvement Project – Phase 2&3 Bid Review

Mr. Gray and Ms. Bushe,

ESA has reviewed the bids from Earth Tech Enterprises (ETE), Shoreline Foundation, Inc. (SFI), and Webber LLC for the Sebastian Inlet District North Jetty Improvement Project – Phase 2&3. On September 16, 2026, Earth Tech Enterprises issued a letter withdrawing their bid due to a material clerical error that resulted in an unbalanced bid. ESA then moved to qualifying Shoreline Foundation, Inc. as the lowest responsive and responsible bidder. We have contacted the references and those that responded indicated SFI provided an excellent work experience and final product on similar types of projects. We also know SFI's excellent track record from firsthand experience working with SFI on Phase 1 of the North Jetty Improvement Project. While reviewing the bid, questions arose regarding SFI's schedule and approach. SFI submitted a technical approach document which addressed the questions from ESA satisfactorily.

ESA has also reviewed the bid from Webber, LLC and contacted their references. Their references indicated that Webber LLC also provided an excellent work product on similar types of projects.

ESA recommends SFI as the lowest responsive and responsible bidder for the Sebastian Inlet District North Jetty Improvement Project – Phase 2&3. Should issues arise in securing a contract with SFI, Webber LLC would be the second lowest responsive and responsible bidder.

If you have any questions, or need further information regarding this bid review, please do not hesitate to contact me immediately via my cell phone (772) 633-5300, or via email at bflynn@esassoc.com.

Sincerely,

A handwritten signature in blue ink that reads "Bryan D. Flynn". The signature is fluid and cursive, with the first and last names being more prominent.

Bryan D. Flynn, PE
Program Manager
ESA

AGREEMENT

SEBASTIAN INLET DISTRICT NORTH JETTY IMPROVEMENT PROJECT – PHASES 2 AND 3

THIS AGREEMENT made and entered into on the _____ day of _____, 2026, by
and between SHORELINE FOUNDATION, INC.

(Name and Address)

herein after called the CONTRACTOR, and THE SEBASTIAN INLET DISTRICT, a political
subdivision of the State of Florida organized and existing under the Laws of the State
of Florida, hereinafter called the DISTRICT.

WITNESSETH :

That the CONTRACTOR and the DISTRICT, for the consideration hereinafter named, agree as
follows:

Article 1. SCOPE OF WORK: The CONTRACTOR shall furnish all of the materials and
perform all the work shown on the Drawings and described in the Specifications titled:

SEBASTIAN INLET DISTRICT NORTH JETTY IMPROVEMENT PROJECT – PHASES 2 AND 3

for The Sebastian Inlet District, Florida and shall do everything required by this
Agreement and Contract Documents. Payment shall be made in accordance with the
Itemized Bid Schedule attached as Exhibit "A" and made a part of this agreement.

Article 2. COMMENCEMENT AND COMPLETION; LIQUIDATED DAMAGES:

2.1 As time is of the essence, the Contractor will be required to commence work under
this contract within ten (10) calendar days after receipt of the notice-to-proceed and
shall complete the project as specified. Project completion must occur prior to July 31,
2028. The undersigned CONTRACTOR agrees that, if the Work is not substantially
complete, as described in the Scope of Work, by the designated contractual completion
date, CONTRACTOR shall pay OWNER, as liquidated damages and not as a penalty,
the sum of **Five Thousand Dollars (\$5,000.00)** for each calendar day after the
contractual completion date until substantial completion is achieved.

2.2 In addition, from the date CONTRACTOR first mobilizes on the Project until final
completion, acceptance of the Work by OWNER, and demobilization from the Project,
CONTRACTOR shall have the sole responsibility for maintaining the security and
protection of the Project site, the Work, all materials, equipment, tools, temporary
facilities, and all areas under CONTRACTOR's custody or control. CONTRACTOR
shall provide and maintain all reasonable and necessary security measures, including,
as applicable, fencing, locked access points, lighting, barricades, warning signage,
security personnel, surveillance, and controlled access, sufficient to prevent
unauthorized entry, theft, vandalism, damage to the Work, or injury to persons.

2.3 If CONTRACTOR fails to maintain the Project site in a reasonably secure condition after receiving written notice from OWNER specifying the deficiency and fails to cure such deficiency within twenty-four (24) hours (or immediately in the event of an emergency presenting an imminent risk of injury or property damage), CONTRACTOR shall pay OWNER, as liquidated damages and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each calendar day the security deficiency continues until corrected.

2.4 The foregoing liquidated damages are fixed and agreed upon by the parties because the damages that OWNER would sustain as a result of delayed completion or CONTRACTOR's failure to maintain adequate site security are difficult and impracticable to ascertain with certainty. The parties agree that the foregoing amounts constitute a reasonable pre-estimate of such damages and are intended as liquidated damages only and not as a penalty. The assessment of liquidated damages shall not limit OWNER's right to seek injunctive relief or to recover damages not otherwise subject to this liquidated damages provision, including damages arising from CONTRACTOR's gross negligence, willful misconduct, or breach of any indemnification obligations under this Contract

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

Numerical Amount \$ 6,498,500.08

Written Amount Six Million, Four Hundred Ninety-Eight Thousand, Five Hundred Dollars and Eight Cents

Article 4. PAYMENT AND RETAINAGE:

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

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

4.3 Each request for a progress payment shall be submitted on the application for payment form supplied by OWNER and the application for payment shall contain the CONTRACTOR's certification. All progress payments will be on the basis of progress of the Work measured by the schedule of values established, or in the case of unit price

work based on the number of units completed. CONTRACTOR will not seek release from the District of the withheld retainage until the final pay request.

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

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

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

“ _____ ”

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

Article 5. ACCEPTANCE AND FINAL PAYMENT:

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

5.2 Before issuance of a final completion certificate, the contractor shall submit evidence satisfactory to the DISTRICT that all payrolls, material bills, and other indebtedness connected with the work have been paid. An affidavit must be submitted by the CONTRACTOR to the OWNER stating that all indebtedness connected with the work has been paid. Such affidavit will be signed by a duly authorized officer of

the contractor, will bear the firm's seal, and will be notarized and attested by two witnesses. A Waiver-of-Lien form signed by a duly authorized officer of all Subcontractors, notarized and attested by two witnesses is required from each Subcontractor engaged under the scope of this Contract, and must accompany the request for final payment.

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

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

Article 7. PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND:

7.1 The CONTRACTOR shall furnish the DISTRICT immediately upon execution of this Contract a Performance Bond in an amount equal to 125% of the contract price and a Payment Bond in an amount equal to 100% of the contract price, conditioned upon the performance of this Contract by the CONTRACTOR in accordance with the terms and conditions hereof, within the time herein provided, and with the additional obligation that such CONTRACTOR shall promptly make payments to all persons supplying him labor, materials and supplies, used directly or indirectly by the said CONTRACTOR in the prosecution of the work provided for in this Contract. The Surety shall be authorized to issue surety bonds in Florida and be included in the most recent United States Department of Treasury List of Acceptable Sureties. Bidder shall require the attorney-in-fact, who executed the Payment Bond and the Performance Bond, to affix to each a current certified copy of their Power of Attorney, reflecting such person's authority as Power of Attorney in the State of Florida. Further, at the time of execution of the Contract, the successful Bidder shall provide a copy of the Surety's current valid Certificate of Authority issued by the United States Department of the Treasury under 31 United States Code sections 9304-9308. Each of the Payment Bond and Performance Bond shall be submitted in the forms furnished herewith.

7.2 The CONTRACTOR shall provide two separate bonds; a combined Payment and Performance Bond for 125% of the contract price is not an acceptable substitute.

Article 8. REMEDIES AND CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Florida. Any legal actions instituted under this Agreement that are justiciable in state court shall be instituted in Brevard Counties. Any legal actions instituted under this Agreement that are justiciable in federal court shall be instituted in the Orlando Middle District of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article 9. GENERAL PROVISIONS

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

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

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

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

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

As to DISTRICT: Sebastian Inlet District
C/O Executive Director
114 Sixth Avenue
Indialantic, FL 32903

As to CONTRACTOR: Shoreline Foundation, Inc.
C/O James Royo, President
2781 SW 56th Avenue
Pembroke Park, FL 33023

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

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

SHORELINE FOUNDATION, INC.

Signed and sealed by the
CONTRACTOR in the presence of:

Attest _____

SEBASTIAN INLET DISTRICT
(OWNER)

By _____
James Gray, Jr., Executive Director

Attest _____

Approved as to Form

Shawn L. Demers, Esq.

SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO: Members of the Board
of Sebastian Inlet District Commissioners

FROM: James D. Gray, Jr. 
Executive Director

SUBJECT: **Work Order No. 2627-10 - ESA, Environmental Science Associates North Jetty Improvements Project – Phases 2 and 3 Construction Services**

DATE: October 6, 2026

BACKGROUND

On May 13, 2020, the Board approved a contract with Environmental Science Associates (ESA) for professional engineering and biological support services related to the general maintenance of District jetties and inlet infrastructure. WGI, Inc. (WGI) is under subcontract to ESA to assist with services related to jetty structural engineering. Morgan and Eklund, Inc. (M&E) is under subcontract to ESA to assist in professional surveying services.

On November 12, 2025, the Board approved Amendment 1 to the MSA, extending the term to November 12, 2030.

DESCRIPTION AND CONDITIONS

On October 14, 2026, the Board will consider awarding a contract for the construction of the North Jetty Improvements Project – Phases 2 and 3. The project will continue the rehabilitation of the Sebastian Inlet North Jetty structure with the installation of 48 pre-stressed concrete piles, placement of new jetty decking, and installation of supplemental 4-foot diameter granite armor stones and 3-foot diameter crib stones.

The proposed Work Order No. 2627-10-ESA provides preconstruction surveys, construction observations, and engineering services throughout the construction of the North Jetty Improvements Project – Phases 2 and 3, estimated up to 12 months.

The total amount of the work order is \$546,294 and will be invoiced on a time-and-materials basis only for actual expended effort.

As the project is anticipated to span over a year, a separate Work Order for Construction Closeout Services will be presented to the Board for approval under a separate agenda item.

FUNDING

Funding for the North Jetty Improvements Project – Phases 2 and 3 is budgeted and available in Construction Programs, North Jetty Maintenance and Repair Account No. 5375-472. The project is eligible for up to 50% cost share under FDEP’s Beach Management Funding Assistance Program – Grant No. 26IR1.

RECOMMENDATION

The recommendation of staff is for the Board to approve Work Order No. 2627-10–ESA to the contract with Environmental Science Associates and authorize the Executive Director to sign on behalf of the District.

ATTACHMENT

Environmental Science Associates Work Order No. 2627-10 – ESA, dated October 2, 2026

APPROVED AGENDA ITEM FOR: OCTOBER 14, 2026

**Scope of Services
Sebastian Inlet North Jetty Improvement Project
Phase 2&3 Construction Services
for the
Sebastian Inlet District
Indianalantic, Florida
October 2, 2026**

Background

Sebastian Inlet District (District) commissioned a structural assessment of the north jetty to document the condition of the structure which was completed on April 21, 2021, and the condition report was issued on June 2, 2022, by the Environmental Science Associates (ESA) Team. Overtime a combination of storms, waves and the marine environment, have caused noticeable erosion/settlement of the armor stone within the crib structure and at the transition from the slab-on-grade portion of the jetty (**Figure 1**) (Phase 2) to the pile supported portion of the Sebastian Inlet North Jetty (Phase 3). The ESA Team, including WGI, has obtained regulatory approval to rehabilitate approximately 700 linear feet of the Sebastian Inlet North Jetty including the addition of pre-stressed piles, pile supported decking, and granite armor stone (Phase 2), restoration of pier pilings, decking and addition of supplemental crib granite stone (Phase 3).



Figure 1 – Armor/Crib Stone Erosion and Settlement at Phase 2-3 Transition

There are also maintenance items (railing repairs and new neoprene pads, sidewalk elements, aluminum grates, and aluminum gate) that need to be repaired to limit the duration of the north jetty closure. Pursuant to the 2018 Memorandum of Agreement (MOA) between the District and Sebastian Inlet State Park (SISP), the District and SISP share in jetty maintenance responsibilities as identified in Schedule 1 of the MOA. This scope of work will allow the ESA Team to observe construction of Phase 2&3 on the North Jetty Improvement Project for up to one year (12-months) from Notice-to-Proceed. It is anticipated that the construction will extend longer than one year and a supplemental scope of services will be provided to the District before the 12-month timeframe has concluded, to finish out the balance of the construction schedule and close out the project. Similarly, if the Contractor finishes the project ahead of schedule, then a scope amendment will be submitted to add Construction Closeout Services.

SCOPE-OF-SERVICES

Task 1 - Construction Observation & Permit Compliance

This task will be a direct extension of work completed to date on permitting, design, bid document terms and conditions, and FDEP/USACE documentation. It is assumed that this task assignment may take up to 12 months to complete and ESA and/or WGI staff will be onsite typically two (2) days per week, as necessary to observe work progress. A pre-construction multibeam survey will be collected prior to commencement of construction and used to document the detailed pre-construction project conditions.

ESA will be responsible for observing overall construction to support the District in their administration of the project and document that the work is being completed in accordance with the project permits, plans, and specifications. ESA's observations will be targeted to observe the granite armor stone for the revetment in Phase 2 and crib stone for the Phase 3 portion of the jetty. ESA will also monitor best management practices for sediment management and turbidity during construction with spot checks utilizing a Hach turbidimeter. ESA will also monitor clearing activities especially focused on threatened and endangered species including gopher tortoises. Sea turtle and shorebird monitoring is not part of this scope of work and will be completed by the Sebastian Inlet State Park.

WGI will be responsible for observing construction during the installation of the pre-stressed pilings, piling tests, piling caps, concrete beams, concrete decking, and structural maintenance (cracking & spalling) to the piling and decking portions of the project. WGI will also observe and confirm the contractor's detailing of the cracking and spalling quantities in each bay of the pile supported portion of the jetty (Phase 3). Once a construction work order has been approved, the ESA Team will commence construction observations and permit compliance services that include:

- a. Coordinate for ESA/WGI on-site representative (2 days a week on average).
- b. Review and monitor the Contractor's overall compliance with the approved plans and specifications.
- c. Review and evaluate the pilings, pile caps, concrete sidewalks, curbs, grating and railings, replacement of the transition slab/beams, granite armor stone and marine mattress proposed as submitted by the Contractor.

- d. Provide field observations of work progress. Provide observation reports to the District for each field visit by the next business day, unless an extension is approved in writing by the District. The level of effort for construction observations shall be required to meet the engineer's specifications and to provide certification of project completion and conformance with plans and specifications as they relate to the design elements.
- e. Address requests for additional information (RAIs), construction issues, and review construction work at key points.

Task 2 – Project Progress Meetings

The ESA Team will support the District throughout construction by organizing and leading technical components of project progress meetings. A list of anticipated meetings is provided below. These services will be provided by the key staff at ESA and/or WGI involved with the project from its inception. Meeting notes will be submitted to the District within 24 hours for each meeting.

Project progress meetings will include:

- a. Pre-construction meeting with the Contractor, SID, SISP and ESA Team
- b. Agency pre-construction meeting with the Contractor and the regulatory agencies to review the permit conditions.
- c. Bi-weekly meetings: The ESA team will facilitate bi-weekly construction meetings, these meetings may be onsite or virtual depending on project progress and elements necessitating engineer review.

Task 3 – Engineer of Record Services

The engineer of record (EOR) services will be performed throughout construction by senior staff from the ESA Team that have been responsible for the design of the project since inception. This task is a critical part of the project implementation and administration. The Engineers of Record will conduct this task to enable them to certify that the Contractor has built the project in conformance with the plans and specifications and document any field adjustments or design changes during construction. The as-built survey and record drawings will be provided to the FDEP and USACE as part of the project close-out and certifications but are not part of this scope of services.

This task is anticipated to include:

- a. Sign and seal maximum of two (2) sets of plans for the contractor's use.
- b. Review and assist in negotiating potential change orders to the contract, as may be initiated or recommended by the Owner, Engineer, or Contractor.
- c. Review the Contractor's applications for payment and accompanying data and schedules based on on-site observations prior to submittal to the Owner for processing and payment.
- d. Review and approve shop drawings/submittals from the Contractor. Shop drawings/submittals are anticipated to consist of:
 - i. Granite stone
 - ii. Marine mattress
 - iii. Concrete mix designs
 - iv. Steel reinforcement
 - v. Prestressed concrete tensioning

- vi. Structural steel
- vii. Coatings and concrete repairs material product sheet
- viii. Contractor's concrete deficiency survey and record quantities

Budget Estimate:

Task 1: Construction Observation & Permit Compliance Services.....	\$ 248,449.00
Task 2: Project Progress Meetings.....	\$ 123,940.00
Task 3: Engineer of Record Services.....	\$ 162,945.00
Task 4: Contingency.....	\$ 10,960.00
Total (Not-To-Exceed).....	\$ 546,294.00

ASSUMPTIONS:

- This contract will be completed on a time and materials, not to exceed basis.
- This scope and fee assumes that ESA and WGI will work to provide efficient observation of construction and limit the number of personnel onsite each day based on the activities planned for in the contractor's schedule. ESA will be responsible for observation of the overall project, the armor stone revetment and the crib stone installation. WGI will be responsible for observation of the prestressed piles, pile caps, concrete beams, concrete restoration, and concrete cap/sidewalk portion of the work.
- A pre-construction multibeam survey has been included in Task 1 by Morgan & Eklund. A post-construction multibeam survey is recommended but would be included in a future scope amendment for project closeout.
- No geotechnical borings will be conducted under this scope of services.
- The ESA Team anticipates holding up to 24 bi-weekly meetings either virtual or onsite, if the number of meetings is exceeded or if additional meetings are needed with the regulatory agencies, the Team will attempt to include them at the same time as site visits for construction monitoring, but additional meetings may require an amendment to the scope.
- Significant site plan modifications will require an amendment to this contract. If necessary, the ESA Team will submit a separate proposal for those services.
- Additional submittals and coordination with permitting agencies not due to previously permitted work will be invoiced on an hourly basis and would be added to the overall budget.
- Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. The ESA Team will exchange drawings with utilities representatives for coordination purposes and incorporate their existing and proposed features into our plans for conflict resolution and informational purposes only. Incorporation of information provided by the utility representatives does not serve to provide an approval by ESA for any of the proposed utility designs or locations.
- The construction phase covered by this scope of services shall not exceed twelve (12) months. If the contractor performance period is extended, then ESA will submit a scope and fee amendment to cover the additional work period.

- These services are not included within the scope of services: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Sea Turtle or Shorebird Monitoring and Geotechnical sampling.
- Construction Closeout Services are not included in this scope but will be added to a future scope amendment prior to end of the 12-month timeframe of this scope of services. These tasks are anticipated to include:
 - Post-Construction multibeam survey.
 - Shop Drawing/submittal review of gates, grates, and railings.
 - Review of final as-built surveys.
 - Perform construction observations at substantial and final completion dates. Observations will be compared to construction design documents to verify that the final product meets the design intent, and that no debris remains from construction. Provide assistance to the District in generating a Punch List of items prior to accepting the Contractor's completion of the project.
 - Preparation of Record Drawings for the project based on red-lined drawings provided by the Contractor. One (1) hard copy and one (1) electronic copy (PDF and AutoCAD versions) of Record Drawings shall be provided to the District.
 - Preparation of final project documentation including a certification that, based on the work performed in the preceding steps, the project has been constructed as designed and as described in the contract documents.

											ESA LABOR TOTAL BY HOURS / DOLLARS						TOTAL SUBCONSULTANT		TOTAL EXPENSE		TOTAL PROJECT COST	
		Doug/Ann	Bryan	Elizabeth/Tara	Carlos	Emilee	Sue	Brett	Troy	Wes					WGI							
		Sr. Vice President	Managing Engineer / Principal Scientist	Senior Engineer V / Coastal/Civil	Senior Engineer III / Coastal/Civil	Engineer I / Coastal/Civil	Senior Scientist IV	Senior Scientist II	Senior Scientist I	Senior GIS Analyst	ESA	ESA	(\$ Dollar	Total (w/ 5% markup)	(\$ Dollar	Total (w/ 5% markup)	TOTAL(w/ 5% markup)	Total Expense				
Task #	Task Name/Description	\$320.00	\$265.00	\$245.00	\$195.00	\$140.00	\$250.00	\$200.00	\$160.00	\$165.00	Total Hours	Labor Amount					Total Subconsultant	Total Expense				
1.1	Construction Monitoring & Permit Compliance	4	40	100		80	20	80	250	24	598.00	\$ 112,540	\$ 111,495.00	\$ 117,069.75	\$ 13,613.56	\$ 14,294.24	\$ 125,109	\$ 10,800	\$	248,449		
1.2	Project Progress Meetings	4	40	120	96	48				16	324.00	\$ 69,360	\$ 49,680.00	\$ 52,164.00	\$ -	\$ -	\$ 49,680	\$ 4,900	\$	123,940		
1.3	Engineer of Record Services	12	100	100	65	40				16	333.00	\$ 75,755	\$ 86,090.00	\$ 90,394.50	\$ -	\$ -	\$ 86,090	\$ 1,100	\$	162,945		
1.4	Contingency		8	8	8	8		8	8	8	56.00	\$ 10,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	10,960		
1	Task 1	20	188	328	169	176	20	88	258	64	1,311.00	\$ 268,615	\$ 247,265.00	\$ 259,628	\$ 13,613.56	\$ 14,294	\$ 260,879	\$ 16,800	\$	546,294		
	Total	20	188	328	169	176	20	88	258	64	1,311.00	\$ 268,615	\$ 247,265.00	\$ 259,628	\$ 13,613.56	\$ 14,294	\$ 260,879	\$ 16,800	\$	546,294		
Project Total with Optional Task																						

PROJECT COST ESTIMATE SUMMARY TABLE		ESA Labor Fee (%)	Amount (\$)
ESA Labor Costs			
ESA Labor Costs			\$ 268,615
Contingency	0.00%		\$ -
Annual Rate Escalation Allowance	0.00%		\$ -
Technology and Data Management Fee	0.00%		\$ -
Total Labor Costs			\$ 268,615
ESA Non-Labor Expenses			
Reimbursable Expenses (see Attachment A for detail)			\$ 2,000
ESA Equipment Usage (see Attachment A for detail)			\$ 14,800
Subtotal ESA Non-Labor Expenses			\$ 16,800
Subconsultant Costs			\$ 260,879
PROJECT TOTAL			\$ 546,294

View Expense Summary		Vehicles - 4x4 /Truck (light duty)	RTK-GPS	Project Supplies	Other Travel Related	Note: No Mark-Up on Expenses for GSA
Task #	Task Name					TOTAL EXPENSE
1.1	Construction Monitoring & Permit Compliance	\$7,800.00	\$2,000.00	\$500.00	\$500.00	\$10,800.00
1.2	Project Progress Meetings	\$2,400.00	\$2,000.00	\$500.00		\$4,900.00
1.3	Engineer of Record Services	\$300.00	\$300.00	\$500.00		\$1,100.00
1	Task 1	\$10,500.00	\$4,300.00	\$1,500.00	\$500.00	\$16,800
	TOTAL EXPENSE	\$10,500.00	\$4,300.00	\$1,500.00	\$500.00	\$16,800.00



October 2, 2026
September 22, 2026 Revised
August 13, 2026 Revised

Bryan Flynn
Environmental Science Associates, Inc.
5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
bflynn@esassoc.com

Re: **Sebastian Inlet North Jetty Construction Phases 2 and 3 Services**

Dear Bryan,

WGI, Inc. (WGI) is happy to present this proposal to **ENVIRONMENTAL SCIENCE ASSOCIATES (CLIENT)** for professional services related to the **Sebastian Inlet North Jetty Construction Phases 2 and 3 Services**.

WGI Inc. scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, dated May 1, 2026.

Sincerely,
WGI, Inc.

A handwritten signature in blue ink, appearing to read 'Jeffrey Bergmann', with a large, sweeping horizontal stroke extending to the right.

Jeffrey Bergmann, PE
Director, Specialty Structures

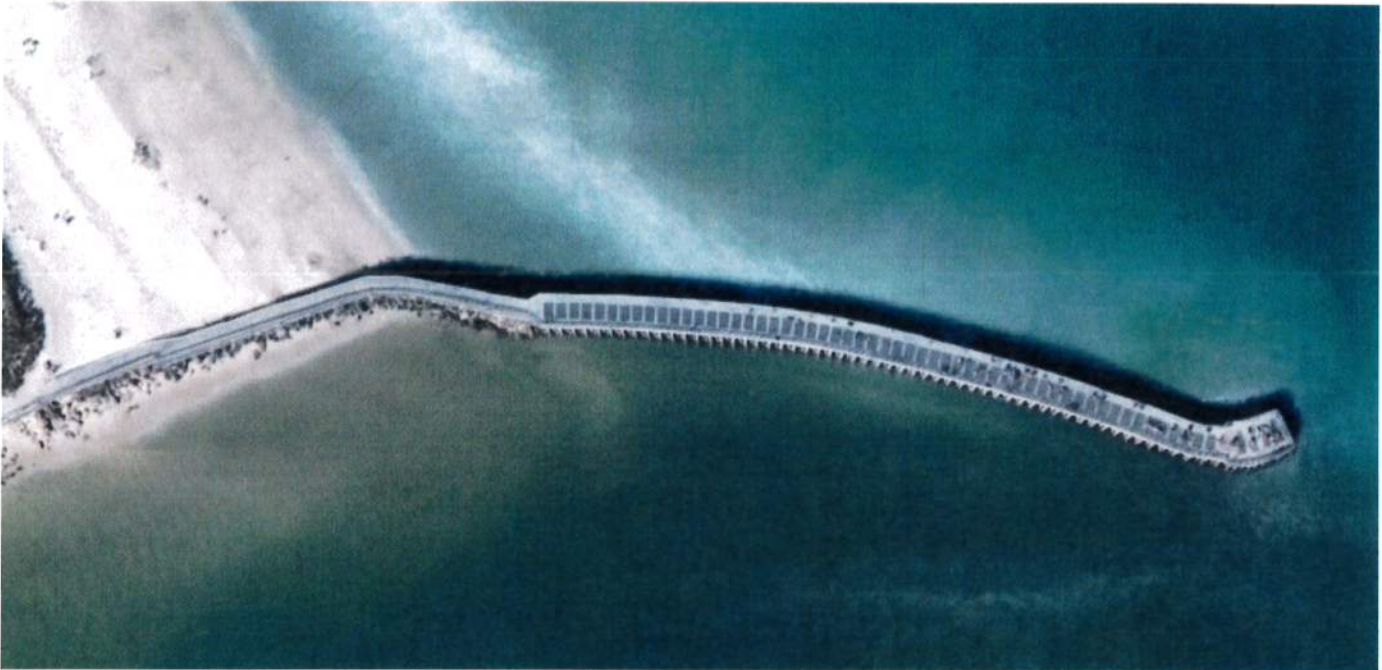
**Sebastian Inlet North Jetty
Construction Phases 2 and 3 Services
ESA**

October 2, 2026

Page 2 of 4

PROJECT UNDERSTANDING

WGI will provide construction phase services for the Phase 2 and Phase 3 rehabilitation of the existing north jetty. The north jetty rehabilitation consists of the installation of new concrete piles, pile caps, and topping slab; the concrete rehabilitation of the existing pier; and the replacement of cast-in-place concrete slabs, gratings, and railings. The Contractor's proposed schedule covers approximately 18 months of work, this proposal is intended to provide 12 months of construction phase services. WGI will submit a proposal to cover remaining duration of construction phase services prior to the 12 months expiring.



SCOPE OF SERVICES

ENGINEERING SERVICES

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

**Sebastian Inlet North Jetty
Construction Phases 2 and 3 Services
ESA**

October 2, 2026

Page 3 of 4

I. Construction Observation & Permit Compliance

\$111,495.00

The construction observation and permit compliance task will consist of:

1. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide resident engineer or threshold inspector requirements and to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements. Proposal is based on fifty (50) site visits over the first year of the construction period.

II. Project Progress Meetings

\$49,680.00

The project progress meeting task will consist of:

1. Attend preconstruction meeting and up to twenty-four (24) bi-monthly progress meetings.

III. Engineer of Record Services

\$86,090.00

The construction observation and permit compliance task will consist of:

1. Sign and seal maximum of two (2) sets of plans for the contractor's use in obtaining the building permit. If the WGI structural documents are included as a part of a larger set of construction documents, the plans are to be provided by the CLIENT;
2. Review shop drawings, O&M manuals, test reports, and other relevant submittal data; and
 - a. Shop drawings are anticipated to consist of:
 - i. Concrete mix designs
 - ii. Steel reinforcement
 - iii. Prestressed concrete tensioning
 - iv. Structural steel
 - v. Aluminum railings, grating, angles, and delegated gate are assumed to be completed under a supplemental services proposal to be submitted prior to the end of this 12 month proposal
 - vi. Coatings and concrete repairs material product sheet
 - vii. Contractor's concrete deficiency survey and record quantities
3. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work.

**Sebastian Inlet North Jetty
Construction Phases 2 and 3 Services
ESA**

October 2, 2026

Page 4 of 4

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the civil plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
3. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
4. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
5. A supplemental proposal will be provided for construction activities that occur beyond the 12 months covered by this proposal;
6. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.; and
7. Participation in Substantial Completion and Final Completion, providing project certifications, and preparation of Record Drawings are not included for the first year of the construction period.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. Contract between Owner and Contractor
1. Scope of services. This includes, but is not limited to, notification to the property owner and/or property manager, name and phone number of the property manager, keys or codes for gates and buildings, or other information so WGI can access the property and conduct the work uninterrupted.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

September 30, 2026

Environmental Science Associates
Attn: Bryan D. Flynn, PE
4200 W. Cypress Avenue, Suite 450
Tampa, FL 33607

RE: Pre- and Post-Construction Multibeam Surveys, North Jetty, Sebastian Inlet, Florida

Dear Bryan:

Morgan & Eklund, Inc. (M&E) is pleased to provide you with the following proposal to furnish professional survey services for the above-referenced project.

Scope of work includes performing pre- and post-construction multibeam surveys and scans of the north jetty. Deliverables will include signed and sealed plan view in .pdf format along with .dwg and XYZ point cloud files.

Prices will be as follows:

I. Pre-Construction Survey	
Lump Sum	\$ 13,613.56
II. Post-Construction Survey	
Lump Sum	\$ 13,613.56

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and ESA on this project.

Sincerely,

David W. Coggin
Vice President

DWC:dmc

Billing: will be invoiced upon completion of each task

Terms: Net 30 days

Prices are good through 2027



Public Outreach highlights

October 14, 2026

Website highlights

www.sitd.us

- September website visits: 94,405; August: 79,851

Completed and ongoing outreach tasks

- Updates to North Jetty 2 & 3 webpage as information becomes available
- Ongoing website updates, including updating photos, news items, two new fishing webpage features (revamped fishing etiquette section and link to FWC's fishing violations reporting page)
- Participate in/promote September 19 Coastal Cleanup event
- Robust media coverage of September 10 reef arch installation

Social media

www.facebook.com/sebastianinletdistrict

www.instagram.com/sebastianinletdistrict/

Top three posts last month:

- September 10 — 97k reached; Live stream of reef arch installation
- September 11 — 82k reached; Flashback Friday of inlet closed during war
- September 10 — 27k reached; Live stream of reef arch install in morning

App

App downloads: iOS: 1,534, Android: 792 ; July: iOS 1,486, Android: 755;

Upcoming outreach projects/activities

- Finalizing second chapter of Inlet Management Plan (IMP) series for website
- Participating in IRL fest on October 17
- Evening October 21 speaking engagement to Sebastian Historical Society

Sebastian Inlet adds 'living shoreline' to stop erosion



Jim Waymer

Florida Today

Sept. 21, 2026, 5:07 a.m. ET

- A new 'living shoreline' is being installed at Sebastian Inlet State Park to combat erosion and improve habitat.
- The project uses artificial reef arches and red mangroves as a natural alternative to seawalls.
- This \$95,000 pilot project is funded by the Florida Department of Environmental Protection's Resilient Florida Program.

The banks of the Indian River Lagoon along Coconut Point at Sebastian Inlet State Park are coming back to life with a new 'living shoreline.'

Sebastian Inlet District this month is installing a new \$95,000 artificial reef and plantings, funded through [Florida Department of Environmental Protection's Resilient Florida Program](#), to install 15 reef arches from [Reef Arches, LLC](#) and 45 red mangroves along about 100 feet of shoreline on the south side of Coconut Point at Sebastian Inlet State Park.

The new "living shoreline" was installed Sept. 10 along about 200 feet of eroded shoreline at the park.

The pilot project aims to reduce erosion and improve habitat. Project partners include the Sebastian Inlet District, Sebastian Inlet State Park, Ocean Research Conservation Association, and Reef Arches LLC.

The project included the installation of 22 reef arch structures and about 90 mangroves along the shoreline. Reef arches are prefabricated, honeycomb-shaped modular units used to protect shoreline.

They're an alternative to seawalls to absorb wave energy, filter pollutants and adapt to sea-level rise.

The Vero Beach-based nonprofit Ocean Research and Conservation Association (ORCA), partnered with the Sebastian Inlet District to fund seven of the reef arches and about half of the mangroves, and is using volunteer citizen scientists to help monitor the project for at least three years.

“We’re seeing accelerated erosion of natural shorelines in the Indian River Lagoon, which leads to habitat loss as well as water quality deterioration among other things,” Natalie Stephens, an ORCA research associate, said in a press release. “We utilize our citizen scientists to really look at what is happening over time and how a project is improving the shoreline.”

The project is partially funded through a \$95,000 state cost-share grant, with in-kind matches provided by the inlet district, Reef Arches and MANG , a foundation raising awareness about the critical role that mangroves play in supporting healthy coastal ecosystems and the communities that depend on them.

Guarding the Indian River Lagoon's banks in Brevard got off to a "rocky" start, especially during the Space Race. Decades later, homeowners and government at all levels continue to rely on rocks, walls and other "hard" ways of protecting shorelines. That's despite mounting evidence that "living shorelines" have a better track record along the lagoon banks.

[The concept is gradually gaining ground](#) as biologists can point to more examples of how nature's ways are cheaper, longer-lasting and better for the environment.

In 2024, [Brevard County launched a \\$4.2 million project](#) to guard A. Max Brewer Memorial Parkway in Titusville with huge concrete pyramid-shaped wave breaks, baby clams, seagrass plantings and fill sand.

Regarding the Coconut Point project, according to Sebastian Inlet District documents:

- The district's grant match portion is \$7,918 and will be used for permitting and construction certification.
- The remaining \$87,084 is from an in-kind combined match from Reef Arches, LLC. and the nonprofit [MANG](#).
- As the local sponsor on the grant, the district will request \$95,002 in total reimbursement from the state upon completion of the project.
- The project is similar to living shorelines that have gone in at Castaways Point Park and the nonprofit [Marine Resources Council's Ted Moorhead Lagoon House](#) in Palm Bay.
- Learn about Florida Living Shorelines at: floridalivingshorelines.com

Link to article and accompanying video:

<https://www.floridatoday.com/story/news/local/environment/lagoon/2026/09/21/sebastian-inlet-state-park-installs-living-shoreline/91790496007/>

Living Shoreline at Coconut Point



Malcolm Denmark

Florida Today

Sept. 21, 2026, 5:06 a.m. ET



A “living shoreline” begins to take shape along about 200 feet of eroded shoreline at Coconut Point, along the south side of Sebastian Inlet State Park. The pilot project aims to reduce erosion and improve habitat. Project partners are the Sebastian Inlet District, Sebastian Inlet State Park, Ocean Research Conservation Association, and Reef Arches LLC.



www.floridatoday.com/picture-gallery/news/local/2026/09/21/living-shoreline-installed-at-coconut-point/91693752007/

Living shoreline goes in at Sebastian Inlet State Park Coconut Point

by [Tina Hodges](#)

[Sep 21, 2026 / 9:30 AM](#)

SEBASTIAN — A living shoreline is now in place along the south side of Coconut Point at [Sebastian Inlet State Park](#).

The [Sebastian Inlet District](#) and park staff call it the Coconut Point Shoreline Resilience Project. Crews finished the work Sept. 10 on about 200 feet of eroded Indian River Lagoon bank.

Reef Arches LLC set honeycomb-shaped reef modules along the shore and planted red mangroves. The district's project materials list 22 reef arches and up to 90 seven-gallon mangroves.

The idea is to knock down wave energy without a seawall. The modules are meant to hold the bank, give fish and oysters a place to settle, and let the mangroves take hold.

The Vero Beach nonprofit Ocean Research & Conservation Association (ORCA) paid for seven of the arches and about half the plants. ORCA is using volunteer citizen scientists to watch the site for at least three years.

"We're seeing accelerated erosion of natural shorelines in the Indian River Lagoon, which leads to habitat loss as well as water quality deterioration among other things," ORCA research associate Natalie Stephens said. "We utilize our citizen scientists to really look at what is happening over time and how a project is improving the shoreline."

A \$95,000 cost-share grant from the Florida Department of Environmental Protection's Resilient Florida Program is covering most of the billed work. The inlet district's cash match is about \$7,900 for permitting and construction certification. Reef Arches and the mangrove group MANG put up the rest as in-kind support.

Partners on the job are the Inlet District, Sebastian Inlet State Park, ORCA, and Reef Arches.

Similar living shorelines have gone in at Castaways Point Park and at the Marine Resources Council's Ted Moorhead Lagoon House in Palm Bay. ORCA has also been tracking oyster reef balls at Riverview Park in Sebastian.

Link to article: <https://www.sebastiandaily.com/inlet/living-shoreline-goes-in-at-sebastian-inlet-state-park-coconut-point-95563/>



'Living shoreline' built to restore eroded park beach

STORY BY JON PINE (Week of September 17, 2026)
Photo by Ed Garland

The Sebastian Inlet District, Vero's Ocean Research and Conservation Society (ORCA), and Sebastian Inlet State Park have banded together to save a badly eroded section of the park.

Coconut Point, a finger of land jutting into the Indian River Lagoon on the south side of the park, was torn up by Hurricane Nicole when it came barreling through in November 2022 – partly because the nearby boat ramp magnifies wave action. That is the same hurricane that wiped out the Humiston Park boardwalk in Central Beach.

The Coconut Point Shoreline Resilience Project aims to reduce ongoing erosion while building up sand to replace what was washed away. To that ecological end, a jagged line of 22 honeycomb pattern concrete reef arches – each 4 feet wide, 2.5 feet high and weighing around 1,200 pounds – has been put in place along a 200-foot stretch of shoreline just west of the campgrounds.

"This project showcases a great example of how partnering agencies are working together to improve coastal resiliency along public shorelines in Florida," said James Gray, executive director of the Sebastian Inlet District, the independent taxing district that maintains the inlet that bisects the state park.

In three to six months, about 90 mangrove trees will be planted between the reef arches and the land, providing additional resilience and restoring the vital ecosystem by creating a sheltered area for small fish and crustaceans.

ORCA, a scientifically powerful nonprofit organization focused on protecting the Indian River Lagoon and other aquatic ecosystems, is overseeing the project and will be monitoring its progress over the next three years with the help of volunteer citizen scientists.

Reef arches have been used successfully as breakwater structures elsewhere in Florida, including at Cape Canaveral, Titusville and Palm Bay, said Natalie Stephens, a research associate who manages ORCA's coastal restoration projects.

"The ultimate goal is that over time we might not even actually see the reef arches because they will be overtaken by the natural recruitment of mangroves and other shoreline vegetation as the shoreline comes back," Stephens said. "We're going to be looking at shoreline accretion – the gradual buildup of sand and other sediment – seagrass growth and biodiversity. Our goal is to use rigorous monitoring to see how the reef arches are performing over time and how the living shoreline is maturing."

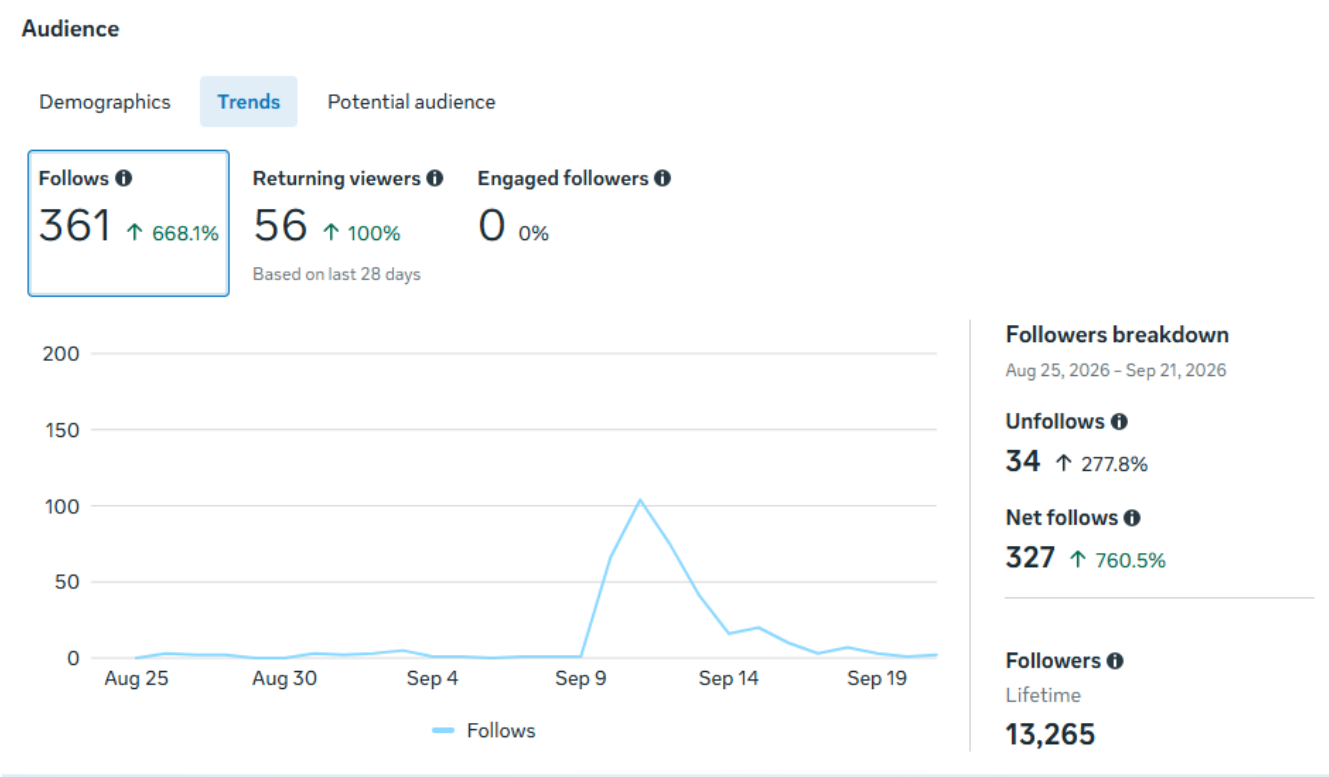
By attracting oysters and other invertebrates, the structure will also improve the water quality, Stephens said. A single adult oyster, for example, can filter up to 50 gallons of water per day, she said.

The project has a modest price tag – \$190,004 – that belies its major impact. It is being funded by a potpourri of state agencies and environmentally minded businesses, including the Sebastian Inlet District and Florida Department of Environmental Protection, said Ed Garland, public information associate at the Inlet District.

Reef Arches, headquartered in Boynton Beach, which manufactured the concrete arches, is donating \$81,000 worth of labor and materials, and 45 of the 90 mangrove plants will be provided by MANG, a West Palm Beach company that sells environmentally themed apparel. For each piece of apparel sold, MANG donates one mangrove plant to a shoreline restoration project.

ORCA's management and monitoring of the project is being funded by 11th Hour Racing, a Rhode Island nonprofit organization founded by philanthropist Wendy Schmidt that's dedicated to mobilizing the sailing and maritime industries to protect ocean health.

An increase of 327 followers immediately after we livestreamed the reef arch installation:



Quarterly financial update

Quarter ended September 30, 2026

SEBASTIAN INLET TAX DISTRICT

July–September 2026

Fourth-quarter financial update

Sebastian Inlet District • July 1–September 30, 2026

\$213,698

Fourth-quarter revenue

\$1,146,980

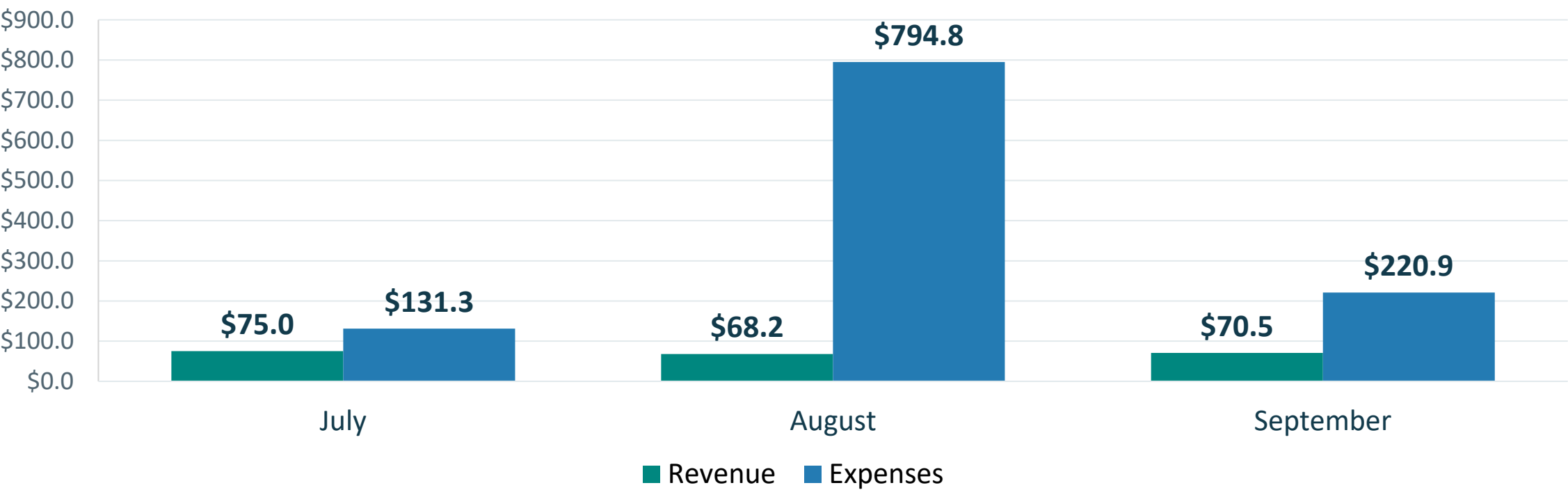
Fourth-quarter expenses

Quarterly expenses exceeded revenue by \$933,283.

Preliminary annual revenue exceeded expenses by \$4.75 million.
The books remain open for year-end and audit entries.

August had the highest recorded expenses

Fourth quarter • Dollars in thousands

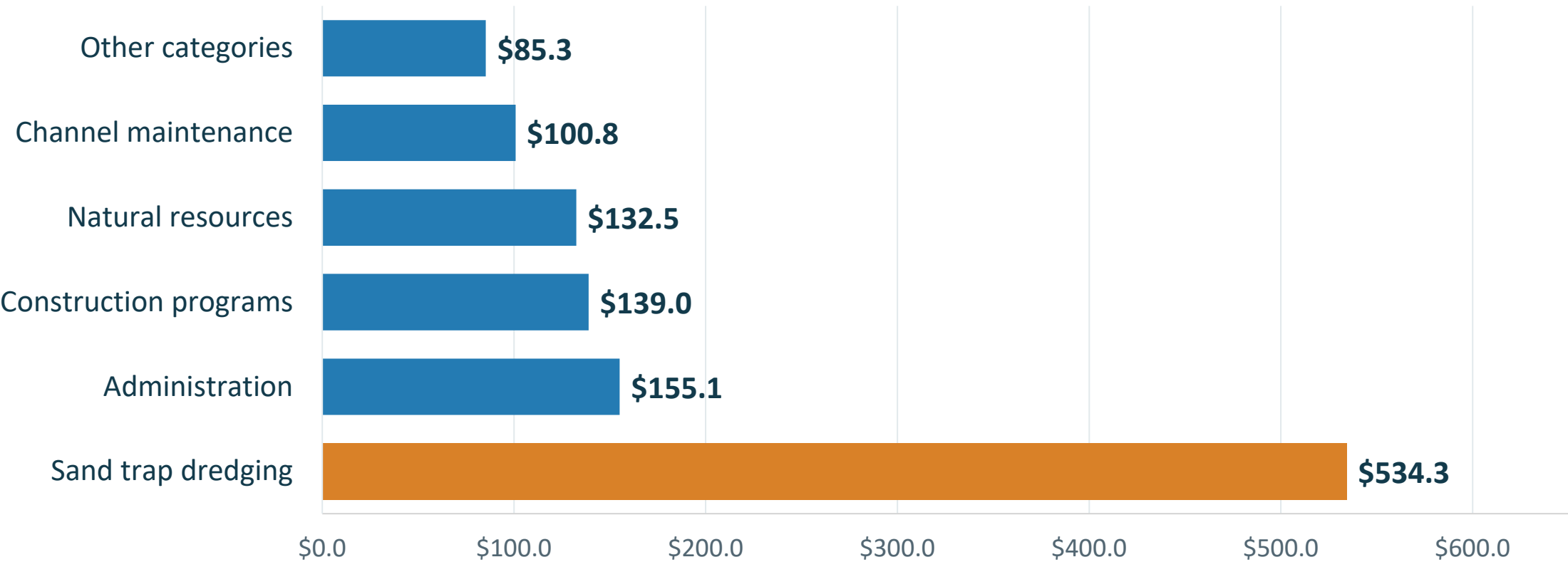


**Quarterly revenue was almost entirely interest (\$212,714).
August includes \$436,685 in sand trap dredging expenses.**

Preliminary and unaudited. Audit adjustments may change results.

Sand trap dredging led quarterly expenses

July–September 2026 • Dollars in thousands

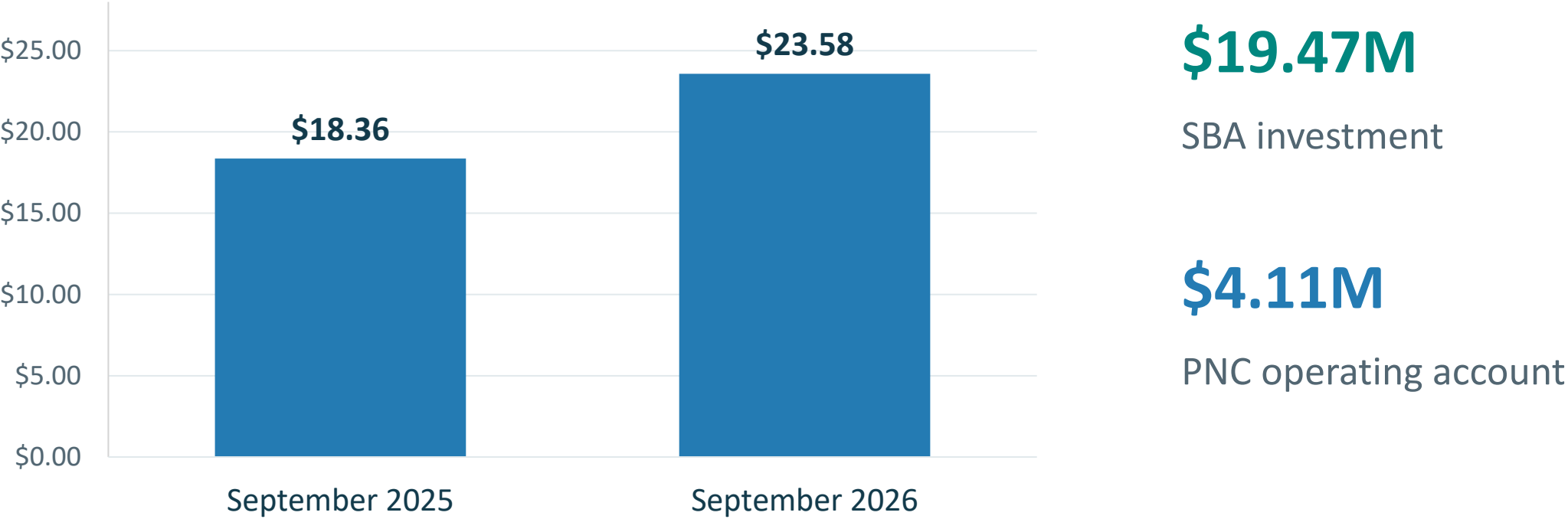


Dredging accounted for about 47% of quarterly expenses.

Preliminary and unaudited. Audit adjustments may change results.

Reported cash and investments totaled \$23.58M

As of September 30, 2026 • Dollars in millions

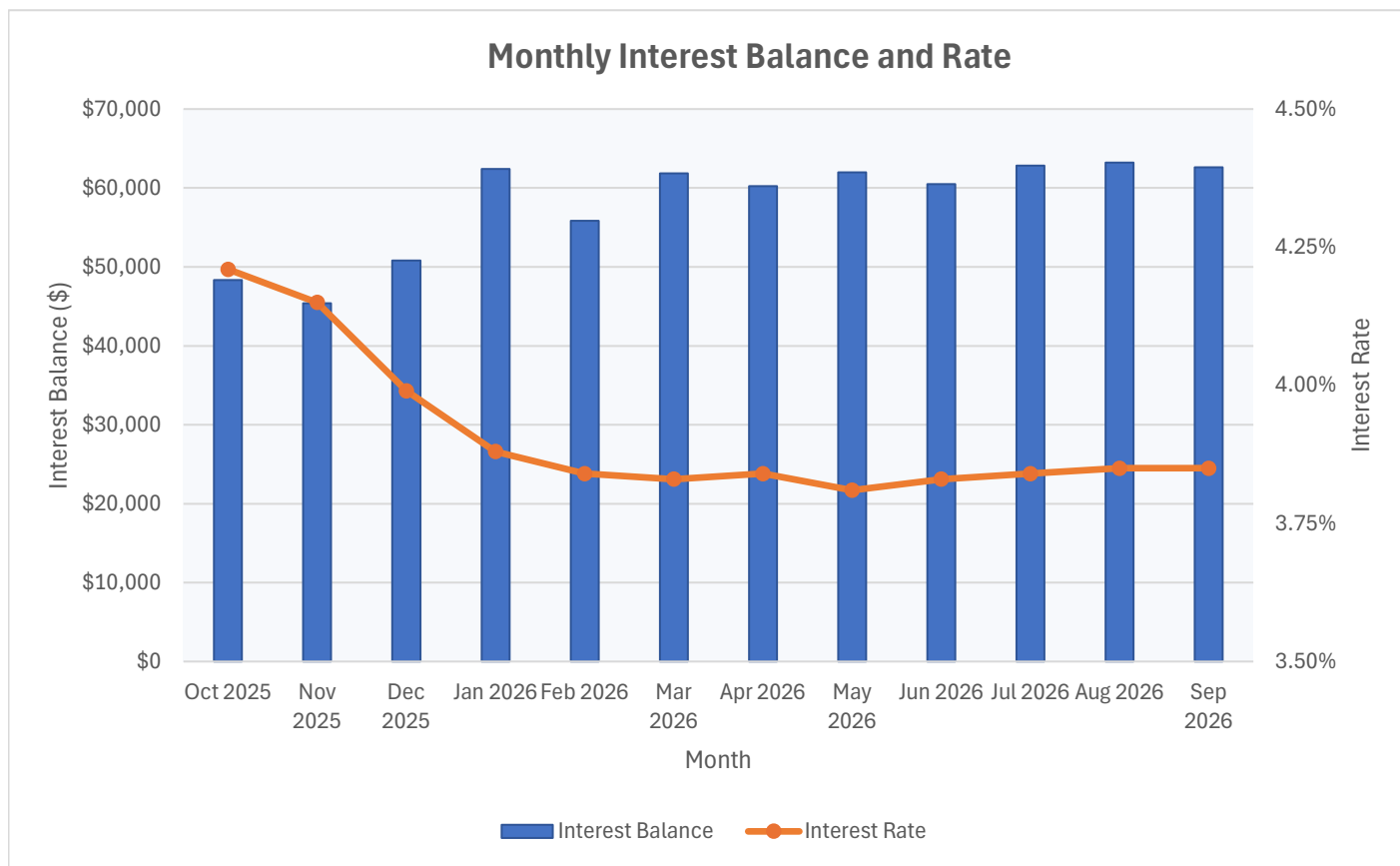


The balance sheet reports \$13.07M as assigned and recorded current liabilities reports \$0.168M. Available spending capacity requires a review of commitments and restrictions.

Preliminary and unaudited. Audit adjustments may change results.

Sebastian Inlet District
Transaction Detail By Account
 October 2025 through September 2026

Type	Date	Interest Rate	Balance
Deposit	10/31/2025	4.21%	\$48,328.56
Deposit	11/30/2025	4.15%	\$45,403.71
Deposit	12/31/2025	3.99%	\$50,812.12
Deposit	01/31/2026	3.88%	\$62,396.74
Deposit	02/28/2026	3.84%	\$55,837.01
Deposit	03/31/2026	3.83%	\$61,845.80
Deposit	04/30/2026	3.84%	\$60,242.02
Deposit	05/31/2026	3.81%	\$61,996.08
Deposit	06/30/2026	3.83%	\$60,500.11
Deposit	07/31/2026	3.84%	\$62,833.97
Deposit	08/31/2026	3.85%	\$63,212.62
Deposit	09/30/2026	3.85%	\$62,639.47



Sebastian Inlet District
Statement of Activities
July through September 2026

	TOTAL		
	Jul 26	Aug 26	Sep 26
Ordinary Income/Expense	Jul - Sep 26		
Income			
3000000 · Revenues			
3110100 · Ad Valorem Tax-Brevard Cty	2,820.29	-3,103.51	633.49
3110200 · Ad Valorem Tax-Indian River Cty	438.68	110.44	0.00
Total 3000000 · Revenues	3,258.97	-2,993.07	633.49
3610000 · Other Revenue			
3610100 · Miscellaneous Revenue	35.00	0.00	50.00
3610200 · Interest Revenue	71,678.38	71,211.72	69,823.41
Total 3610000 · Other Revenue	71,713.38	71,211.72	69,873.41
Total Income	74,972.35	68,218.65	70,506.90
Gross Profit	74,972.35	68,218.65	70,506.90
Expense			
5110000 · Commission			
5110110 · Commissioners Compensation	2,000.00	2,000.00	2,000.00
5110210 · Commissioners Payroll Taxes	153.00	153.00	153.00
5110410 · Travel Out Of District/Conferen	500.00	0.00	34.82
5110490 · Other Commissioners Expense/FRS	1,160.00	1,160.00	1,160.00
Total 5110000 · Commission	3,813.00	3,313.00	3,347.82
5130000 · Financial and Administrative			
5130120 · Salaries-Administrative	15,471.08	15,471.08	15,471.08
5130121 · Salary-Support Staff	15,857.14	16,005.58	16,154.00
5130150 · Retirement Contribution/FRS	7,362.11	7,384.40	7,381.66
5130210 · Taxes-Payroll	2,390.05	2,401.41	2,412.76
5130250 · Employee Insurance	127.14	8,011.12	127.14
5130320 · Accounting Audit	0.00	362.50	4,300.00
5130321 · Accounting General	0.00	0.00	1,200.00
5130400 · Employee Travel In Dist.	619.65	0.00	615.05
5130401 · Employee Travel Out of Dist.	0.00	0.00	281.64
5130402 · Technical Conferences	500.00	0.00	0.00
5130410 · Telephone/ Internet Services	244.47	144.47	244.47
5130430 · Utilities	198.93	198.37	50.27
5130440 · Rent of Office Space	1,800.00	1,800.00	1,800.00
5130441 · Copier/Fax Machine Lease	154.33	114.09	114.09
5130510 · Office Supplies	28.33	0.00	0.00
5130512 · Other Supplies	297.00	347.97	297.00
5130513 · Bank Fees and Charges	604.70	584.54	574.19
5130520 · IT Tech Support/ Subscriptions	507.18	507.18	1,925.16
5130542 · Association Dues	140.00	0.00	0.00
5130543 · General Administrative Expense	255.00	180.00	180.00
5130550 · Office Equip/ IT Backup Server	646.50	646.50	646.50
Total 5130000 · Financial and Administrative	47,203.61	54,159.21	53,775.01

	TOTAL			
	Jul 26	Aug 26	Sep 26	Jul - Sep 26
5140000 · Legal Counsel				
5140310 · Attorney-Administrative	2,220.00	2,157.50	0.00	4,377.50
5140312 · Legal/Legis./Exec.	4,000.00	4,000.00	4,000.00	12,000.00
5140314 · Attorney / Special	480.00	227.50	0.00	707.50
5140490 · Legal Advertising	160.04	376.36	926.09	1,462.49
Total 5140000 · Legal Counsel	6,860.04	6,761.36	4,926.09	18,547.49
5190000 · Governmental & Tax Related Fees				
5190491 · Tax Fees-Brevard Cty	56.40	0.00	12.69	69.09
5190492 · Tax Fees-Indian River Cty	7.02	2.20	0.00	9.22
Total 5190000 · Governmental & Tax Related Fees	63.42	2.20	12.69	78.31
5371000 · Sand Transfer System/Adv. Study				
5371318 · Aerial Photography	0.00	19,950.00	0.00	19,950.00
5371471 · IMP/State of Inlet Report	34,027.50	0.00	0.00	34,027.50
Total 5371000 · Sand Transfer System/Adv. Study	34,027.50	19,950.00	0.00	53,977.50
5372000 · Sand Trap Dredging				
5372311 · Construction-Local Share	34,196.70	328,312.12	57,818.26	420,327.08
5372470 · Permit Related Costs/Monitoring	0.00	113,693.09	52,411.63	166,104.72
Total 5372000 · Sand Trap Dredging	34,196.70	442,005.21	110,229.89	586,431.80
5373000 · Maint. of Channel/Channel Exten				
5373310 · Winter Hydrographics	0.00	0.00	34,765.00	34,765.00
5373314 · Mitigation Monitoring	0.00	0.00	5,445.00	5,445.00
5373317 · Signage / Markers	0.00	20.03	0.00	20.03
5373461 · Channel Marker Maintenance	0.00	8,450.00	0.00	8,450.00
Total 5373000 · Maint. of Channel/Channel Exten	0.00	8,470.03	40,210.00	48,680.03
5374000 · Ebb Shoal / Offshore Projects				
5374312 · Thomas Shoal Characterization	0.00	0.00	2,210.00	2,210.00
Total 5374000 · Ebb Shoal / Offshore Projects	0.00	0.00	2,210.00	2,210.00
5375000 · Construction Programs				
5375472 · North Jetty Maint. and Repair	0.00	138,950.61	0.00	138,950.61
Total 5375000 · Construction Programs	0.00	138,950.61	0.00	138,950.61
5376000 · Natural Resource Programs				
5376306 · Public Awareness and Education	1,269.99	69.99	1,222.13	2,562.11
5376307 · Web Site Enhancement(Web Cam)	60.00	60.00	4,972.50	5,092.50
5376309 · Marine Services	663.38	663.38	0.00	1,326.76
5376312 · Aerial Photography / Annual	0.00	11,950.00	0.00	11,950.00
5376318 · Coconut Point Stabilization	3,103.40	108,458.33	0.00	111,561.73
Total 5376000 · Natural Resource Programs	5,096.77	121,201.70	6,194.63	132,493.10
Total Expense	131,261.04	794,813.32	220,906.13	1,146,980.49
Net Ordinary Income	-56,288.69	-726,594.67	-150,399.23	-933,282.59
Net Income	-56,288.69	-726,594.67	-150,399.23	-933,282.59

Variance Report_Rev. & Exp. FY Budget vs. Actual

10/07/2026

October 2025 through September 2026

Accrual Basis

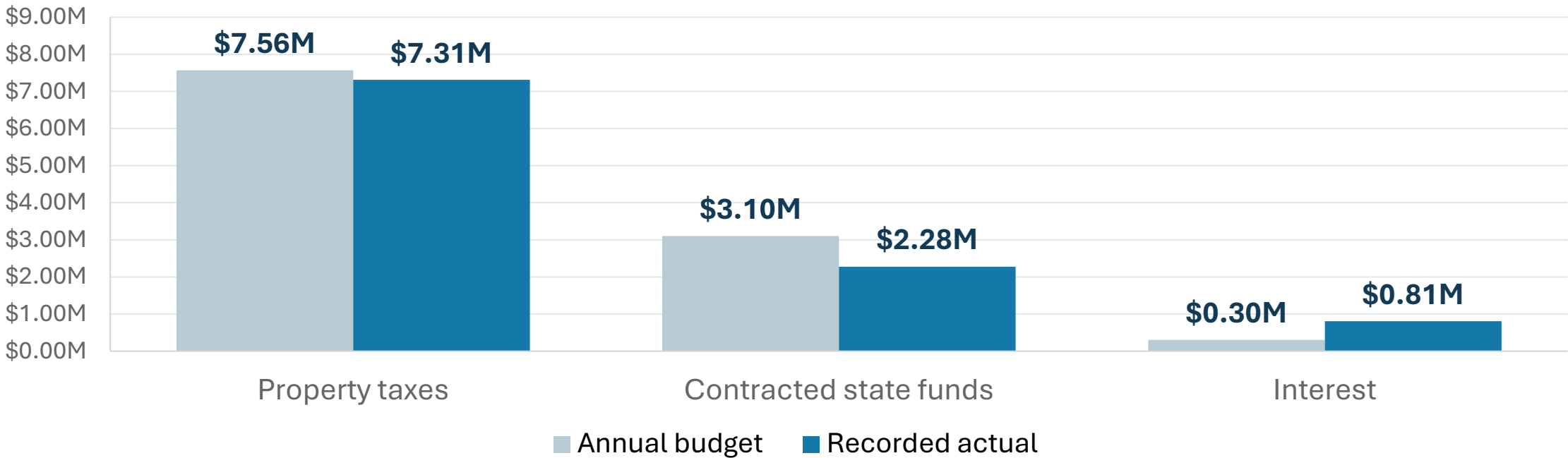
	Oct '25 - Sep 26	Budget	% of Budget
Ordinary Income/Expense			
Income			
3000000 · Revenues			
3110100 · Ad Valorem Tax-Brevard Cty	6,014,921.87	6,222,068.00	96.67%
3110200 · Ad Valorem Tax-Indian River Cty	1,295,056.29	1,342,518.00	96.47%
Total 3000000 · Revenues	7,309,978.16	7,564,586.00	96.63%
3340000 · Contracted State Funds			
3340340 · Inlet Management Plan	1,286,032.83		
3340000 · Contracted State Funds - Other	990,361.60	3,100,000.00	31.95%
Total 3340000 · Contracted State Funds	2,276,394.43	3,100,000.00	73.43%
3610000 · Other Revenue			
3610100 · Miscellaneous Revenue	209.02	0.00	100.0%
3610200 · Interest Revenue	809,510.49	300,000.00	269.84%
Total 3610000 · Other Revenue	809,719.51	300,000.00	269.91%
Total Income	10,396,092.10	10,964,586.00	94.82%
Gross Profit	10,396,092.10	10,964,586.00	94.82%
Expense			
5110000 · Commission			
5110110 · Commissioners Compensation	24,000.00	25,000.00	96.0%
5110210 · Commissioners Payroll Taxes	1,836.00	2,000.00	91.8%
5110410 · Travel Out Of District/Conferen	2,067.62	3,000.00	68.92%
5110490 · Other Commissioners Expense/FRS	13,984.45	16,000.00	87.4%
Total 5110000 · Commission	41,888.07	46,000.00	91.06%
5130000 · Financial and Administrative			
5130120 · Salaries-Administrative	181,190.16	181,190.16	100.0%
5130121 · Salary-Support Staff	188,297.68	188,297.68	100.0%
5130150 · Retirement Contribution/FRS	87,759.33	88,500.00	99.16%
5130210 · Taxes-Payroll	28,187.16	30,000.00	93.96%
5130240 · Workers' Compensation	1,405.00	1,500.00	93.67%
5130250 · Employee Insurance	49,113.28	52,000.00	94.45%
5130320 · Accounting Audit	32,050.00	34,500.00	92.9%
5130321 · Accounting General	2,268.75	5,000.00	45.38%
5130400 · Employee Travel In Dist.	5,090.58	5,800.00	87.77%
5130401 · Employee Travel Out of Dist.	4,757.38	9,500.00	50.08%
5130402 · Technical Conferences	3,611.00	4,500.00	80.24%
5130410 · Telephone/ Internet Services	2,673.48	3,500.00	76.39%
5130411 · Other Communications	0.00	1,000.00	0.0%
5130430 · Utilities	2,275.16	2,300.00	98.92%
5130440 · Rent of Office Space	21,600.00	24,000.00	90.0%
5130441 · Copier/Fax Machine Lease	1,488.17	2,000.00	74.41%

	Oct '25 - Sep 26	Budget	% of Budget
5130450 · Insurance-General Liability	22,428.00	23,012.16	97.46%
5130460 · Equipment Maintenance	130.00	550.00	23.64%
5130470 · Printing	0.00	500.00	0.0%
5130491 · TRIM Compliance	0.00	1,000.00	0.0%
5130510 · Office Supplies	588.63	1,000.00	58.86%
5130511 · Postage	36.65	1,000.00	3.67%
5130512 · Other Supplies	4,488.62	4,500.00	99.75%
5130513 · Bank Fees and Charges	7,084.15	7,500.00	94.46%
5130520 · IT Tech Support/ Subscriptions	10,611.10	11,000.00	96.47%
5130540 · Publications	298.00	500.00	59.6%
5130541 · Special Meeting Expenses	0.00	500.00	0.0%
5130542 · Association Dues	4,755.00	7,000.00	67.93%
5130543 · General Administrative Expense	2,650.00	5,000.00	53.0%
5130550 · Office Equip/ IT Backup Server	6,552.30	7,000.00	93.6%
Total 5130000 · Financial and Administrative	671,389.58	703,650.00	95.42%
5140000 · Legal Counsel			
5140310 · Attorney-Administrative	36,038.00	45,000.00	80.08%
5140311 · Attorney-Project Related	2,717.50	6,000.00	45.29%
5140312 · Legal/Legis./Exec.	48,135.00	60,000.00	80.23%
5140313 · Attorney / Litigation	0.00	85,000.00	0.0%
5140314 · Attorney / Special	12,767.00	53,500.00	23.86%
5140490 · Legal Advertising	2,157.55	3,000.00	71.92%
Total 5140000 · Legal Counsel	101,815.05	252,500.00	40.32%
5190000 · Governmental & Tax Related Fees			
5190310 · Appraiser Fees-Brevard Cty	69,900.94	75,000.00	93.2%
5190311 · Appraiser Fees-Indian River Cty	17,360.00	17,500.00	99.2%
5190312 · District Representation	0.00	6,341.54	0.0%
5190313 · Legisl. Research/Clipping Serv.	0.00	500.00	0.0%
5190491 · Tax Fees-Brevard Cty	138,552.66	138,552.66	100.0%
5190492 · Tax Fees-Indian River Cty	26,105.80	26,105.80	100.0%
Total 5190000 · Governmental & Tax Related Fees	251,919.40	264,000.00	95.42%
5370000 · Staff Engineer / Engineering			
5370160 · Data Management and Inventory	0.00	5,500.00	0.0%
5370345 · Wave and Weather Station	151,600.00	165,000.00	91.88%
Total 5370000 · Staff Engineer / Engineering	151,600.00	170,500.00	88.92%
5371000 · Sand Transfer System/Adv. Study			
5371314 · Non-Engineering Prof. Fees	0.00	2,500.00	0.0%
5371316 · Sediment Budget Studies	0.00	50,000.00	0.0%
5371318 · Aerial Photography	19,950.00	22,000.00	90.68%
5371326 · DMMA & Maintenance	35,548.50	140,000.00	25.39%
5371470 · Permit Rel. Costs Federal	0.00	15,000.00	0.0%
5371471 · IMP/State of Inlet Report	107,082.50	155,000.00	69.09%
5371473 · Engineering / Design	0.00	125,000.00	0.0%

	Oct '25 - Sep 26	Budget	% of Budget
Total 5371000 · Sand Transfer System/Adv. Study	162,581.00	509,500.00	31.91%
5372000 · Sand Trap Dredging			
5372311 · Construction-Local Share	3,438,236.35	6,750,000.00	50.94%
5372470 · Permit Related Costs/Monitoring	261,343.16	600,000.00	43.56%
Total 5372000 · Sand Trap Dredging	3,699,579.51	7,350,000.00	50.33%
5373000 · Maint. of Channel/Channel Exten			
5373309 · Summer Hydrographics	112,019.40	115,000.00	97.41%
5373310 · Winter Hydrographics	95,505.75	115,000.00	83.05%
5373314 · Mitigation Monitoring	16,287.50	20,000.00	81.44%
5373317 · Signage / Markers	20.03	500.00	4.01%
5373461 · Channel Marker Maintenance	8,450.00	30,000.00	28.17%
Total 5373000 · Maint. of Channel/Channel Exten	232,282.68	280,500.00	82.81%
5374000 · Ebb Shoal / Offshore Projects			
5374310 · Ebb Shoal Characterization	0.00	1,050.00	0.0%
5374312 · Thomas Shoal Characterization	9,750.00	125,000.00	7.8%
Total 5374000 · Ebb Shoal / Offshore Projects	9,750.00	126,050.00	7.74%
5375000 · Construction Programs			
5375461 · North Jetty Lights	0.00	2,500.00	0.0%
5375462 · Storm Management	0.00	300,000.00	0.0%
5375472 · North Jetty Maint. and Repair	141,400.61	500,000.00	28.28%
5375475 · South Shoreline Repair	0.00	2,000.00	0.0%
5375476 · North Shoreline Stabilization	0.00	30,000.00	0.0%
Total 5375000 · Construction Programs	141,400.61	834,500.00	16.94%
5376000 · Natural Resource Programs			
5376306 · Public Awareness and Education	17,388.23	20,000.00	86.94%
5376307 · Web Site Enhancement(Web Cam)	5,632.50	20,000.00	28.16%
5376308 · Safety Management	0.00	500.00	0.0%
5376309 · Marine Services	12,531.33	21,500.00	58.29%
5376312 · Aerial Photography / Annual	11,950.00	15,000.00	79.67%
5376318 · Coconut Point Stabilization	133,131.73	225,000.00	59.17%
5376470 · Permitting Req./Compl. Rep'ting	0.00	1,000.00	0.0%
Total 5376000 · Natural Resource Programs	180,633.79	303,000.00	59.62%
5377000 · Other Planned Projects			
5377340 · Contract Labor	0.00	1,000.00	0.0%
5377464 · Retilling of South Beach	0.00	25,000.00	0.0%
Total 5377000 · Other Planned Projects	0.00	26,000.00	0.0%
5378000 · Professional/Contract/Service			
5378310 · Eng./Surveying Consulting	0.00	15,000.00	0.0%
5378640 · Project Related Equipment	0.00	1,500.00	0.0%
Total 5378000 · Professional/Contract/Service	0.00	16,500.00	0.0%
Total Expense	5,644,839.69	10,882,700.00	51.87%
Net Ordinary Income	4,751,252.41	81,886.00	5,802.28%
Net Income	4,751,252.41	81,886.00	5,802.28%

Revenue compared with the annual budget

Preliminary FY2025–26



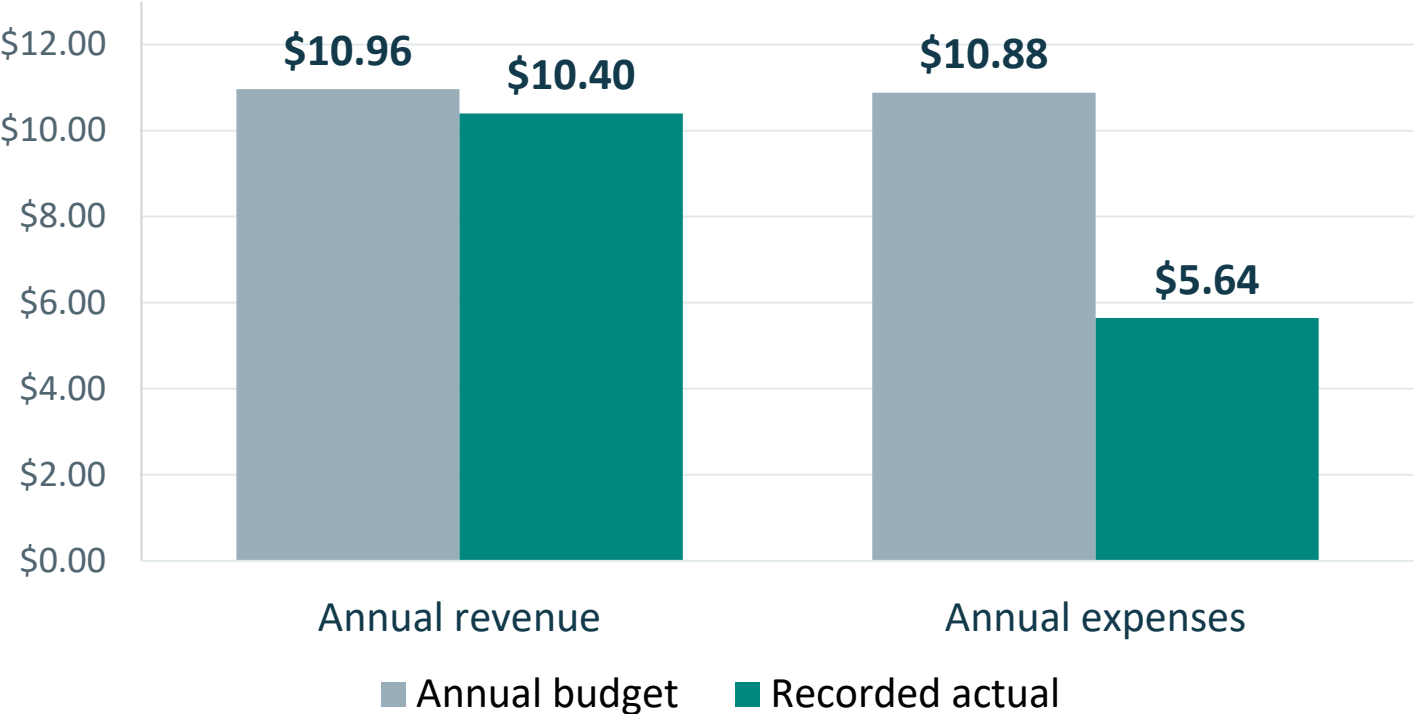
Taxes: \$255K below budget State funds: \$824K below budget

Interest: \$510K above budget. Grant recognition needs closeout review.

Preliminary and unaudited. Audit adjustments may change results.

Preliminary year-end budget comparison

October 1, 2025–September 30, 2026 • Dollars in millions



Revenue

\$568,494 below budget

Expenses

\$5.24 million below budget

Sand trap dredging accounts for \$3.70 million of the expense difference.

Sebastian Inlet District
Statement of Net Position
As of September 30, 2026

10:17 AM
10/07/2026
Accrual Basis

	Sep 30, 26	Sep 30, 25	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010100 · Petty Cash	100.00	100.00	0.00	0.0%
1010200 · Main Operating Acct -PNC Bank	4,111,924.10	5,091,328.02	-979,403.92	-19.24%
1510500 · SBA Investment	19,468,299.22	13,272,251.01	6,196,048.21	46.68%
Total Checking/Savings	23,580,323.32	18,363,679.03	5,216,644.29	28.41%
Accounts Receivable				
1330100 · Accounts Receivable	0.00	2,010,400.34	-2,010,400.34	-100.0%
Total Accounts Receivable	0.00	2,010,400.34	-2,010,400.34	-100.0%
Other Current Assets				
1610100 · Prepaid expense	66,775.26	73,608.04	-6,832.78	-9.28%
Total Other Current Assets	66,775.26	73,608.04	-6,832.78	-9.28%
Total Current Assets	23,647,098.58	20,447,687.41	3,199,411.17	15.65%
TOTAL ASSETS	23,647,098.58	20,447,687.41	3,199,411.17	15.65%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2020000 · Accounts Payable	170,294.82	296,547.48	-126,252.66	-42.57%
Total Accounts Payable	170,294.82	296,547.48	-126,252.66	-42.57%
Credit Cards				
200200 · PNC Corporate Card	22.13	1,607.88	-1,585.75	-98.62%
200210 · PNC Credit Card 5421	0.00	297.00	-297.00	-100.0%
Total Credit Cards	22.13	1,904.88	-1,882.75	-98.84%
Other Current Liabilities				
2100000 · Payroll Liabilities				
2105000 · Federal Withholding Withheld	-80.00	-80.00	0.00	0.0%
2106000 · Social Security-Employer	-124.00	-124.00	0.00	0.0%
2107000 · Social Security-Employee	-124.00	-124.00	0.00	0.0%
2108000 · Medicare-Employer	-29.00	-29.00	0.00	0.0%
2109000 · Medicare-Employee	-29.00	-29.00	0.00	0.0%
2199000 · Insurance Deduction	0.00	77.00	-77.00	-100.0%
2100000 · Payroll Liabilities - Other	8.68	8.68	0.00	0.0%
Total 2100000 · Payroll Liabilities	-377.32	-300.32	-77.00	-25.64%
2110 · Direct Deposit Liabilities	-1,707.00	-1,707.00	0.00	0.0%
2330000 · Unavailable Grant Revenue	0.00	1,423,628.83	-1,423,628.83	-100.0%
Total Other Current Liabilities	-2,084.32	1,421,621.51	-1,423,705.83	-100.15%
Total Current Liabilities	168,232.63	1,720,073.87	-1,551,841.24	-90.22%
Total Liabilities	168,232.63	1,720,073.87	-1,551,841.24	-90.22%
Equity				
2700000 · Unassigned	5,654,212.54	3,894,150.11	1,760,062.43	45.2%

	Sep 30, 26	Sep 30, 25	\$ Change	% Change
2701000 · Assigned	13,073,401.00	13,073,401.00	0.00	0.0%
Net Income	4,751,252.41	1,760,062.43	2,991,189.98	169.95%
Total Equity	23,478,865.95	18,727,613.54	4,751,252.41	25.37%
TOTAL LIABILITIES & EQUITY	23,647,098.58	20,447,687.41	3,199,411.17	15.65%