#### RESOLUTION NO. 2021-405

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT A BUDGET PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF COASTAL RESILIENCE AND COASTAL PROTECTION, AS REQUIRED TO SUPPORT A LOCAL GOVERNMENT FUNDING REQUEST TO SUPPORT THE ST JOHNS COUNTY SHORE PROTECTION PROJECT.

WHEREAS, St. Johns County is currently working with the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) on a multi-year federal beach restoration in the St. Johns county Shore Protection Project (the "Project") in St. Augustine Beach; and,

WHEREAS, St. Johns County will provide local cost share funding from Category V Tourist Development Tax Budget in the Fiscal Year 2022 budget; and,

WHEREAS, St. Johns County will continue to serve as the local sponsor; and,

WHEREAS, the USACE is proposing a nourishment event for the year 2023; and,

WHEREAS, the USACE has begun work on a validation study to identify an additional sand source for future scheduled and emergency nourishment events; and,

WHEREAS, the FDEP has begun a new grant cycle and St. Johns County has submitted an annual Local Government Funding Request (LGFR) to the Florida Department of Environmental Protection, Office of Coastal Resilience and Coastal Protection for the State share of costs associated with design and post-construction monitoring for the Project; and,

WHEREAS, the LGFR application requires a Resolution from the County to affirm the Long Range Budget Plan for the Project; and,

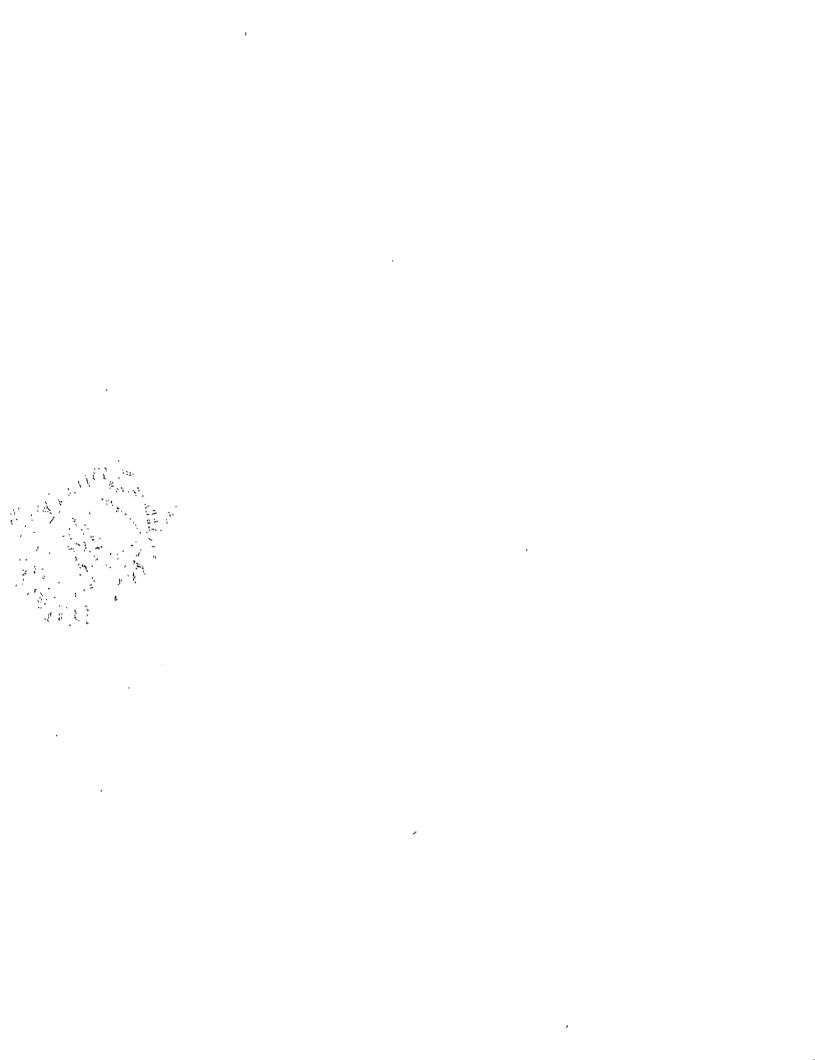
WHEREAS, the FDEP requires an annual contract for its local share, contingent upon annual appropriations by the legislature.

### NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. A suggested Budget Plan for funding the State's portion of the Project shall be filed with the Florida Department of Environmental Protection, Office of Coastal Resilience and Coastal Protection (the "Department").

Section 3. The County Administrator, or designee, is hereby authorized to submit a proposed Budget Plan to the Department substantially in the form attached and to execute any necessary agreements concerning the beach projects with the Department, upon a finding of legal sufficiency by the Office of the County Attorney.



Section 4. The County Administrator's, or designee's, submission of any budget plan is subject to, and contingent upon, an annual budget appropriation by the Board of County Commissioners.

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of \_day of September 2021. Florida, this\_

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FIJORIDA

eremiah R. Flocker, Chair

**ATTEST: Brandon J. Patty** 

Clerk of the Circuit Court & Comptroller

**Deputy Clerk** 

RENDITION DATE



#### PART I: GENERAL INFORMATION

Local Sponsor St. Johns Co	unty					
Federal ID Number (FEID) 59	96000825					
Primary Contact Name Dam	on Douglas		T	Title Coa	stal Manager, Disasto	er Recovery
Mailing Address Line 1 500	San Sebastian View					
Mailing Address Line 2						-
City St. Augustine		Zip Code 32084		Telepho	ne Number (904)-20	9-0794
Email Address ddouglas@sjc	fl.us					
Additional Contact Information	on				•	
				-		
		•				
				•		
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PART II: CERTIFICATION		,				
I hereby certify that all inform	ation provided with this	application is true	and complete to	the best o	f my knowledge.	
Signature of Local Sponsor	Damon Douglas	Digitally signo	ed by Damon Douglas '30 14:58:29 -04'00'			
Electronic or scanned signatures accep	oted.	•				
Printed Name	Damon Douglas			Dat	e Jul 30, 2021	



#### P/

ĄF	RT III: EVALUATION CRITERIA
	1. Project Name: (as listed in the Strategic Beach Management Plan)
	St. Johns County Shore Protection Program; St. Johns County R-137 through R-151
	2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.
	· ·
	The project consists of a 50-year federal commitment to design, construct and monitor beach restoration of the severely eroded beaches of Anastasia State Park and St. Augustine Beach. A federal project is authorized for the FDEP-designated critical erosion area between R137 and R151 at the center of the County and just south of the St Augustine Inlet.
	Initial restoration of the USACE's St. Johns County Shore Protection Project (SPP) was completed in Jan 2003. The project placed about 3.8 mcy of sand from about R137 to about R151 in St. Johns County. The first and second renourishments which occurred in 2005 and 2012 placed about 2.8 and 2.1 mcy. The third renourishment was completed in Jun 2018. This event placed about 750,000 cy of sand, dredged from the St. Augustine Inlet ebb shoal, along R139.7 to R144.4 in St. Johns County. The fourth renourishment is scheduled for late 2022/early 2023.
	Proposed activities for FY 2022-23 include:  • Design - a federal validation report to add additional offshore borrow areas to the SPP  • Construction - federal construction of the fourth renourishment event of the SPP
	The Jacksonville District is initiating, in the design phase, a Validation Report for the St. Johns County SPP that includes Anastasia State Park and St. Augustine Beach, from R137 to R151. The purpose of the Validation Report is to justify the use of additional sand borrow sources located offshore St. Johns County. Currently, the borrow area for the project is limited to portions of the St. Augustine Inlet shoal complex – parts of the ebb shoal and the navigation channel. Further, the St. Augustine inlet management plan imposes severe constraints toward the dredging of inlet shoals. In turn, allowable dredging volumes fall far short of what has historically been placed by the SPP. Thus, the USACE, through the Validation Report, wishes to add (additional) offshore borrow sources to the authorized federal project to ensure enough sand is available for any emergency post-hurricane renourishment even and possibly for regularly-scheduled renourishment events.
	Other activities will include construction of the federal shore protection project.
	·



3. Use of Requested Program Funds: Provide a brief description of tasks to be com Design, Construction, Monitoring, or USACE Multiphase). Indicate which tasks are co	pleted in each requested phase (Feasibility, st reimbursement from previous fiscal years.
Funds requested for FY2022/23 will support design and construction work for the ne	ext renourishment event.
The design portion of the funding will be used to develop a federal Validation Report the SPP.	t to add additional offshore borrow sources to
The construction portion of the funding will be used to construct the fourth renouri	shment event of the SPP In late 2022/early 2023.
4. Map: Provide as an attachment. The map(s) of the project area must be formatted compass rose and legend.	l at a minimum of 1" = 200' scale and include a
compass rose and regend.	· · · · · · · · ·
Map elements must include:	No de d
1. Project boundary: DEP reference monuments and shoreline designated as criti 2. Eligibility: Indicate lengths of eligible shoreline based on criteria outlined in Ch	cally eroded anter 62B-36.007, F.A.C.
a. Beach access locations: indicate primary or secondary access, and inci	ude the shoreline length, number and location
of auto parking spaces, mass transit stops, blke parking spaces, and public restro	om facilities within 1/4 mile walking distance
of each access	
b. <u>Public lodging establishments:</u> include the length fronting the projec	
street-side frontage for lodging within 1/4 mile walking distance of a secondary 3. Recreational benefits: Comprehensive list of current land use designations of a	properties fronting the project shoreline
4. Value of upland property: Include one-quarter mile buffer and provide a comp	orehensive list of the values of properties
(data from year 2020) that are enclosed or intersected by the buffer. The 2020 pr	operty value tax roll data and ArcGIS
shapefiles can be obtained from the Department of Revenue website: https://flo	
<u>DataPortal</u> <u>RequestAssessmentRollGISData.aspx</u> . See Guldance Document for m	ore Information.
	<u></u>
5. Project length: Total restored project length (in feet) of the critically eroded area (as listed in the Strategic Beach Management Plan).	Total project length length in critical erosion area = 14,145 ft (R-137 - R-151)
•	



- 6. Eligibility: Required for all beach projects pursuant to Chapter 62B-36.007, F.A.C. Provide as a separate attachment, if needed.
- · Location/Access Name: Use the official name of the park or road that is associated with the public access.
- DEP Reference Monument: Use the DEP monument that is closest to the main public access location.
- Type of Access: Indicate Primary or Secondary beach access in accordance with the definitions in Chapter 62B-36, F.A.C.
- Width of Access/Frontage: The length of the legal boundary (in feet) of the public access or lodging along the beach project shoreline. For public lodging establishments that do not front the beach, Indicate the street-side length of the legal property boundary (in feet) that is used as the main access to the establishment.
- Number of Eligible Units: A unit is defined as one automobile parking space, one rental unit in a public lodging establishment, one mass transit stop, or four bicycle parking spots.
- Additional Width from Eligible Units: Total distance (feet) added to the Width of Access/Frontage. If there are multiple types of eligibility units used for this calculation, show the calculation separately for each.
- Total Eligible Shoreline: Sum of the Width of Access/Frontage and Additional Width from Eligible Units columns. Eligible shorelines cannot overlap.
- Website Link for DBPR License: Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.

Location/ Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Eligible Units (ft)	Total Eligible Shoreline (ft)	Website Link for DBPR License
Full table is attached to this							
application.						-	
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- 7. Schedule and Budget: Provide as a separate attachment, if needed. Clearly indicate project phase: Feasibility (F), Design (D), Construction (C), Monitoring (M), or USACE Multiphase (USACE). Include the year of post-construction monitoring in the description.
- Cost Reimbursement: Specify eligible costs incurred during the three years prior to the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed (this includes fiscal years 19/20, 20/21, and 21/22). Eligible costs will be added to the current funding request.
- Current and Future Costs: Specify eligible costs for the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed as well as the estimated costs for the next 4 years. Note: If Construction costs are requested in the current fiscal year, then the Year 1 Post-Construction Monitoring costs will be added to the current funding request.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
19/20						
19/20				1		
19/20				,		
20/21						
20/21						
20/21						
21/22			· .			
21/22			·			
21/22	,					-
22/23	Design	Design of 4th Nourishment Event	503,125	53,089	68,786	625,000
22/23	Construction	Construction of 4th Nourishment Event	18,576,923	1,960,200	2,539,800	23,076,923
22/23						
23/24	Monitoring	Physical Monitoring	69,230	7,305	9,465	86,000
23/24	Monitoring	Biological Monitoring		, 43,560	56,440	100,000
23/24						



Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
24/25	Monitoring	Physical Monitoring	120,750	12,741	16,509	150,000
24/25	Monitoring	Biological Monitoring		45,738	59,262	105,000
24/25		·		,		
25/26	Monitoring	Physical Monitoring	128,800	13,591	17,609	160,000
25/26	Monitoring	Biological Monitoring		47,916	62,084	110,000
25/26						
26/27	Monitoring	Physical Monitoring	136,850	14,440	18,710	170,000
26/27					, , ,	
26/27						

the De for mo	partment of Revenu re information.	ts: Criteria Is calculated by the Department use website: <a href="https://floridarevenue.com/taxe">https://floridarevenue.com/taxe</a> quest includes construction and year one post	s/pages/colls	from 7 2003.:	ax data can be <u>aspx</u> . See Guida	obtained from ance Document
C	Project is managed	by two or more countles				
Ad	dditional comments	This request addresses design and construc	tion for the 4th	renourishment		
9. Fed	l <b>eral involvement:</b> it be provided with t	The documentation to verify authorization, fe the application materials for the award of poly	deral cost share its.	percentage, ar	nd status of fun	ding award

<u> </u>	
Authorization Year: 12/15/1998 Expiration Year: 12/15/204	
Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase?	Yes
USACE federal cost share percentage for this project (excluding FCCE):  80.5	

is the project Federally authorized by the USACE? Yes



Select all that apply for the req	uested project phase(s) and inc	lude documentation with applic	ation materials.
Executed USACE project	agreement		
(●) Included in USACE work	olan		
Approved FEMA Project \	Worksheet		
(included in Congression	al Appropriations Act		
Other documentation:			
10. Storm damage reduction ber	nefits: Criteria is calculated by ti	ne Department.	
a beach restoration or nourish	vanced nourishment lost since to nment project as measured abou istent with the annual post-con		168,911 cy loss in the 2018 placement area (R139.7 to R144.4). [Note that 2018
For restoration projects, what	is the historical erosion rate?	n/a	
11. Cost effectiveness: Criteria is provided with the application m	calculated by the Department. Anaterials for the award of points.	A project design analysis and sup See Guldance Document for mo	pporting documentation must be pre information.
What is the proposed sand pla	acement volume (cy)?	At least 900,000 cy	
What is the nourishment inte	rval (years)?	5 based on 1998 GRR	
   Select all that apply for the cu	rrent project funding request:		
Enhanced longevity: Pro	pose structural or design compo	onents that could extend the bea	ach nourishment interval
Dune addition: Incorpora	ate new or enhanced dune struc	ctures or new or existing dune re	storation and revegetation
nnovative technology: P	Propose innovative technologies	s designed to reduce project cost	ts ·
	more local sponsors manage pro to conserve sand resources or re	ojects together or projects propo educe project costs	se regional sediment
Additional comments for storm damage reduction benefits and cost effectiveness			



12. Previous state commitment	
	i, and cost-shared on a feasibility or design phase for this project? Yes
Has the current proposed project phase(s) received	a partial state appropriation within 3 years of phase completion? No
Additional comments	
13. Accessible beach area: Criteria is calculated by the	Department. Provide additional information for consideration.
Describe the landward and seaward edge of the accessible beach width	Landward edge is the ECL and the seaward edge is the construction fill MHWL
Provide the project boundaries (R-monuments)	R-137 through R-151
Provide citations of reference sources	USACE plans for the last renourishment which in 2018 only nourished from R139.7 to R144.4. Approximate added beach area in this R139.7 to R144.4 segment = 61 acres (ECL will be shared separate from application)
14. Recreational benefits: Provide the percentage of linear footage within the project boundaries which is zoned recreational or open space; for commercial use; or to allow for public lodging establishment, or the equivalent. Provide additional documentation and DBPR website link in a separate attachment, if needed.	Commercial: 1,340 ft = 8.8%  Recreational: 5,820 ft = 38%  Public Lodging: 532 ft = 3.5%  Total Commercial, Recreational, and Condo: 7,692 ft = 50.3%
<b>15. Mitigation of inlet effects:</b> Criteria is calculated by	the Department.
Additional comments The project mitigates the ef	ffects of the federal St. Augustine Inlet.
16. Successive unfunded requests	
Is the current proposed project phase(s) a successive successive request(s) is the current application?	ve, unfunded request? If so, how many years of

Does the successive request add the construction phase?

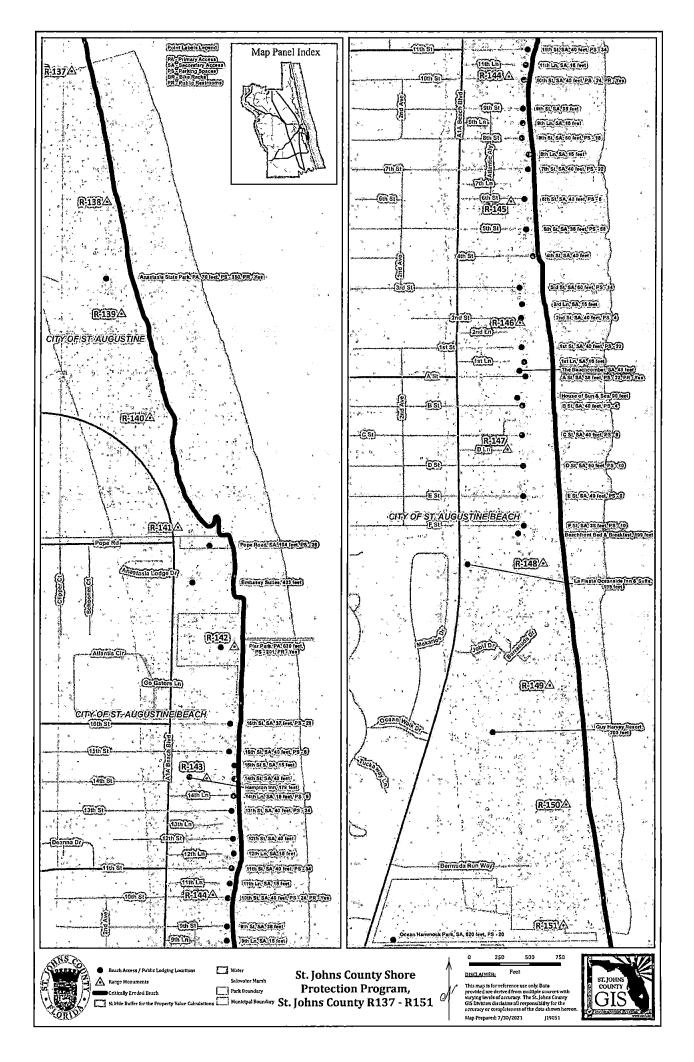
No



17. Environme	ntal habitat enha	ncement: Criteria is calculate	ed by the Department. See	Guidance Document f	or more Information
	ect within a designa ve shoreline armori	ated critical habitat area for t ng?	hreatened or endangered s	species that is subject	Yes
	ect within a non-de d or endangered sp	esignated area where extensi pecies?	ve shoreline armoring threa	atens the habitat of	No
If yes to eit friendly de	ther of the above, c signs and manage	does the project exceed best ment strategies to protect re	management practices to l sources or benefit critical h	ncorporate turtle- abitat preservation?	Yes
supporting for the stra	explanation and good documentation at the state of the st	ر A lighting ordinance for sea surveys are annually condu			ne lighting
18. Readiness	to construct	e esta		,	
Does the project	have an active stat	te permit?	Does the project have	e an active federal perr	nit? N/A
Permit number	0295429-00	3-JN	Permit number		
Authorization da	te 9/26/2011		Authorization date		]
Expiration date	09/26/2026		Expiration date		]
Have all ne	ecesssary easemen	ts been acquired for the upco	oming or proposed constru	ction phase? Yes	
		ng been secured for the prop Resolution Is due by Septeml		e a copy of the Yes	
ls an Erosio	on Control Line est	ablished along the project le	ngth?	Yes	
Additional comments for readiness to construct	The 2022–2026 bu	udget, detailed in the County	r's 2021 Financial Plan, inclu	ides appropriate levels	s of project funding.



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1610600000	4929723	Forests, Hardwood Forests, Wet/H, Barren Land Res, Commercial and Services, Recreational, Upland Non-
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1629900000		Res, Commercial and Services, Recreational, Institutional
163000000		Commercial and Services, Recreational
1630090000		Res, Commercial and Services, Recreational, Institutional
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1630521305	275600	Res
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1630527102	279000	Res
1630527103	264000	Res
1630527104	264000	
1630527105	260000	
1630527106	288000	Res
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1630527202	267800	Res
1630527203	290920	Res
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1630527206	298841	
1630527301	279840	
1630527302	275600	
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1630527304	301638	
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1630527306	309843	
1630700000		Res,Commercial and Services
1670700001		Commercial and Services
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1671300000		Res, Recreational
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1671900000		•
1671950000		Res, Recreational
1672000000		Res,Res,Recreational
1672000901		Res, Recreational
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1672001001	294000	
1672001002	264000	•
1672001003	277000	
1672300000	446031	
1672300020	355095	
1672300030	655186	
1672400000	545035	•
1672500000	1647811	
1672600000		Res,Commercial and Services
1672600090	423046	•
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1673100000	591570	
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1673300000	383013	
1673400000	847238	
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1673400101		Res
1673400102		Res
1673400141	337000	Res

STRAP	JUST VALUE	LANDUSE
1673400142	276000	
1673400143	310000	•
1673400161	337000	
1673400162	276000	
1673400163	310000	
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1673600000	547846	
1673600360	524063	
1673800000		Res,Commercial and Services
1673900000		Res,Commercial and Services
1674000000	991725	• •
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1674100000	761249	
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1674600000	756402	
1674700000		Commercial and Services
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1676201110	311500	
1676201120	999470	
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1676450000	508783	Res
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1677300001	31150	•
1677400000	434870	
1677500000 1677600000		Res,Commercial and Services Res,Commercial and Services
1683200002		Res,Commercial and Services,Commercial and Services
1000200002		Res,Commercial and Services,Commercial and
1683200003		Services, Recreational, Open Land, Open Land
1683300000		Res, Recreational
1683300010	436720	·
1683450000	· O·	Res,Recreational
1683450001	0	Res
1683450010	299000	Res
1683450020	299000	Res
1683450030	385000	Res
1683450040	415000	
1683450050	385000	
1683450060	385000	
1683500000	472896	
1683600000	389314	
1683600030	394551   737587	
1683700000 1683800000		Res Res Commercial and Services
1683900000		Res, Commercial and Services  Commercial and Services
1684000000	311500	
1684100000	311500	
	2500	

STRAP	JUST VALUE	LANDUSE
1684100120		Res,Commercial and Services
1684200000	557759	
1684200001		Commercial and Services .
1684200040	322070	Res,Commercial and Services
1684210000	0	Res
1684210010	0	Res
1684210101	460000	Res )
1684210102	410000	Res
1684210103	460000	Res
1684210201	473800	Res
1684210202	472300	Res
1684210203	473800	Res /
1684210301	487600	Res
1684210302	484600	Res,
1684210303	487600	Res
1684500000	680144	Res
1684500001	633581	Res,Recreational
1684500002	611619	Res,Recreational
1684600000	880546	Res, Commercial and Services
1684600070	5831100	Res,Commercial and Services
1684700000	932898	Res,Recreational
1684800000	1366483	Res,Recreational
1684800010		Res,Recreational
1685000060		Res, Recreational
1685100000	509808	·
1685110000	429225	
1685120000	445599	Res
1685200000	415674	Res
1685300000	613297	Res,Commercial and Services
1685500000		Commercial and Services
1685500050	830883	Commercial and Services
1685600000	2752265	Res,Recreational
1685700000		Res,Recreational
1685900000	440559	
1686000000	262626	Res
1686000030	455932	Res
1686200000	853828	Res,Commercial and Services
1686200080	454936	
1686300000	395415	Res,Commercial and Services
1686400000	497386	Commercial and Services
1686500000	161650	Commercial and Services
1686600000	608314	Res, Recreational
1686700000	776047	Res, Recreational
1686800000		Res, Recreational
1686900000		Res, Recreational
1686900010	<b>503867</b> 1	
1686900020	154000	
1687000000	311500	
1687100000	815119	
1687200000	388510	·
1687300000	355979	
1687400000	370096 (	Res
1687500000	311500	
1687600000	391154	
1687700000		Res,Commercial and Services
1687800000		Res,Commercial and Services
		Res,Commercial and Services
1687900000		
1687900000 1688100000		•
		Res, Recreational

STRAP	JUST VALUE		LANDUSE	
1688250000	842963			
1688250070	696365			
1688300000	462272			•
1688300110	184750			
1688400000	749436			
1688500000	904506		•	
1688600000	839566			
1688600160	711813			
1688600161	96550			
1688800000		Res, Recreational		
1688800010		Res, Recreational		
1688900000		Res,Recreational		
1688900040 1689100000	757358 1032527			
1689200000	739226			
1689300000		Res,Recreational		
1689400000	1065020			
1689500000		Res, Commercial and Services	ę.	
1689510000		Commercial and Services		
1689510001	_	Commercial and Services		,
1689510002		Commercial and Services		•
1689510010	=	Commercial and Services		
1689510020		Commercial and Services		
1689510030		Commercial and Services		
1689510040	367000	Commercial and Services		
1689600000	606429	Res		
1689700000	931498	Res,Recreational		
1689800000		Res,Recreational		
1689800010		Res,Recreational		
1689900000		Res,Recreational		
1690000000	187299			
1690100000	787984			
1690200000	376043			
1690200060 1690300000	529928	Res,Commercial and Services	_	
1690300110	311500		5	
1690400000		Res, Commercial and Services	2	
1690400090	461405	· ·	•	
1690500000		Commercial and Services		
1690700000		Res,Commercial and Services	3	
1690800000		Res, Commercial and Services		
1690900000	677261	Commercial and Services		
1691200000	426491	Res, Commercial and Services	3	
1691200030	251764	Res	•	
1691300000	342038	Res, Commercial and Services	3	
1691300040	309331		,	
1691500000		Commercial and Services		
1691600000		Commercial and Services, Ope		
1691600040		Commercial and Services,Ope	en Land	
1691700050		Open Land		
1691800000		Open Land		
1692000120		Open Land		
1692400000 1692700000		Open Land Commercial and Services		
1692800000		Commercial and Services  Commercial and Services		
1693300000		Commercial and Services		
1694100000		Commercial and Services		
1694200000		Commercial and Services		
1694700000		Commercial and Services		
1694800000		Commercial and Services		-
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	STRAP	JUST VALUE		LANDUSE
	1698400000		Res,Recreational	
	1698500000		Res,Recreational	
	1698600000	776231		
	1698700000	628474		
	1698700060	312480		
	1698700080		Res,Open Land	
	1698800000	312480		
	1698900000		Open Land	
	1698900100		Res,Open Land	
	1698900110	441495		
	1698900120		Res,Open Land	
	1698900130		Res,Open Land	
	1698900140		Res,Open Land	
	1698900150		Res,Open Land	
	1698900160		Open Land	
	1698900170		Open Land	
	1698900180		Open Land	
	1698900190		Open Land	
	1699000000	392324		
75	1699000210		Res,Recreational	
	1699000230	513882		
	1699100000	397526		
	1699100260	557484		
	1699100270	429572		
	1699200000	80500		
	1699400000	1027458		
	1699400310	1191373		
	1699600320	696063		•
	1699600330	630892		
	1699600340	661386		
	1699700000	741354		nu 164
	1699900001	1215		
	1699900003		Res	·
	1699900006		Res	1
	1699900007		Res	
	1699900010	356000		
	1699900020	324000		
	1699900030	324000		
	1699900040	356000		
	1699900050	366680		
	1699900060	333720		
	1699900070 1699900080	333720 366680	•	
	1699900080	377360		
	1699900100	343440		
	1699900110	343440		
	1699900120	377360		
	1699900130	266000		
	1699900140	266000	•	•
	1699900150	266000		
	1699900160	266000		
	1699900170	296000		
	1699900180	266000°		
	1699900190	266000		
	1699900200	266000		
	1699900210	273980		
	1699900220	273980		
	1699900230	273980		
	1699900240	273980		
	1699900250	273980		
		_: <del></del>		

STRAP	JUST VALUE	LANDUSE
1699900260	273980	<u>, , , , , , , , , , , , , , , , , , , </u>
1699900270	273980	
1699900280	273980	
1699900290	281960	Res
1699900300	281960	Res
1699900310	281960	Res
1699900320	281960	
1699900330	281960	Res
1699900340	281960	Res
1699900350	281960	Res
1699900360	281960	Res
1700100000	775799	Res
1700100030	736052	Res, Recreational
1700100040	1073670	Res, Recreational
1700400001	0	Res, Commercial and Services, Recreational, Upland Non-Forests
1700400002	0	Res,Commercial and Services
1700500000	704480	Res,Recreational
1700600000	1241637	Res
1700600020		Res, Recreational
1700600030	661891	
1700700000	686131	
1700800000	568902	* * <del>*</del> *
1700900000	404824	
1701000000	459849	•
1701100000	445492	
1701200000	412922	
1701300000		Res, Commercial and Services
1701500000		Res, Commercial and Services
1701500130		Res,Commercial and Services Commercial and Services
1701600000 1701600150		Commercial and Services Commercial and Services
1701600130		Commercial and Services
1701700000	811289	
1701750000	824235	
1701800000	679255	
1701900000	715389	
1701900030	489334	
1701900040	470078	Res
1702000000	472335	Res
1702000060	523813	Res
1702000070	460260	Res
1702100000	703458	Res
1702200000	424037	Res
1702300000	597784	
1702300110	402655	
1702300130		Res, Commercial and Services
1702500000		Res, Commercial and Services
1702600000		Commercial and Services
1702700000		Commercial and Services
1702800000	1359949	
1702900000		Res,Recreational,Upland Non-Forests
1703000000	924733	
1703100000	751358 761767	
1703200000 1703300000	1112451	
1703400000	510254	
1703400090	629567	
1703500000	499866	
1703600000	444499	
1703700000	425067	·

STRAP	JUST VALUE	L	ANDUSE	3 4
1703800000	460654	~		
1703800140		Res, Commercial and Services		
1703900000	383672			
1704100000	486606	Commercial and Services		
1704200000	1219206	Res		
1704200020	563500	Res		
1704200040	834184	Res		
1704309000	0	Res		
1704310000	0	Res		•
1704310001	260000			
1704310002	260000	Res		
1704310003	260000			
1704310004	286000			
1704310005	286000			
1704310006	326000			
1704310007	312000		,	
1704310008	312000			
1704310009	312000			
1704400000	1105477			
1704500000	612575	· · · · ·	•	
1704600000	1168363			
1704700000	465356 778083	Res, Commercial and Services		
1704700110	488886	• •==		
1704750000	578895			
1704750140		Res,Commercial and Services		
1704800000 1704900000	438644	•	•	
1704900000	774831			
1705100000	1043227			
1705100000	710984		•	
1705100010	725556			
1705200000	913446		• •	
1705300000	685759			
1705400000	477750			
1705500000	602146			
1705550000	722337			
1705550120	716617			
1705600000	715330	Res,Commercial and Services		
1705600110	714229			
1705650000	460789			
1705700000		Res,Commercial and Services		
1705700170		Res, Commercial and Services		
1705700180	472930			
1705900000		Commercial and Services		
1705900020		Commercial and Services		
1706800000		Commercial and Services		
1706900002		Commercial and Services		
1706900003	-	Commercial and Services		
1706900011		Commercial and Services Commercial and Services		
1706900012 1706900021		Commercial and Services Commercial and Services		
1706900021		Commercial and Services  Commercial and Services		
1706900022		Commercial and Services  Commercial and Services		
1706900031		Commercial and Services  Commercial and Services		
1706900032		Commercial and Services  Commercial and Services		
1706900041		Commercial and Services		
170740000		Commercial and Services		
1707500000		Commercial and Services		
1708700002		Commercial and Services		
1708700003	_	Commercial and Services		
	J			

	STRAP	JUST VALUE	LANDUSE
	1708700010		Commercial and Services
	1708700020		Commercial and Services
	1708700030		Commercial and Services
	1708700040		Commercial and Services
	1708800040		Commercial and Services
	1709100000		Commercial and Services
	1709100010		Commercial and Services
	1709200000		Commercial and Services
	1717900040		Res, Commercial and Services
	1718000000		Res Commercial and Services
	1718100000		Commercial and Services
	1724100000	664172	Res, Commercial and Services
	1724200000		Commercial and Services, Recreational, Upland Non-Forests
	1724200010	651557	Res, Commercial and Services
	1724300000	2369394	Res, Commercial and Services, Recreational, Upland Non-Forests
	1724400000	1613051	Res, Commercial and Services
	1724500000		Commercial and Services
	1724600000	2114552	Res, Commercial and Services, Recreational, Upland Non-Forests
	1724700001		Res, Recreational, Upland Non-Forests
	1724700010	348251	Res
•	1724700020	309924	· · · · · · · · · · · · · · · · · · ·
	1724700030	352048	
	1724700040	309924	
	1724700050	317382	
	1724700060	309924	
	1724700070	321110	
	1724700080 1724700090	309924 309924	
	1724700090	309924	
	1724700110	296872	
	1724700120	323574	
ľ	1724700130	309924	·
	1724700140	309924	Res
	1724700150	309924	Res
	1724700160	324839	Res
ě	1724700170	247029	Res
	1724700180	247029	
	1724700190	211593	_
	1724700200	247029	
	1724700210	256654	
	1724700220	251447	
	1724700230	247029 247029	
	1724700240 1724700250	247029	
	1724700260	239743	
	1724700270	247029	
	1724700280	246677	
	1724700290	247029	
	1724700300	247029	
	1724700310	251447	
	1724700320	, 247029	Res
	1724700330	247029	
	1724700340	247029	
	1724700350	247029	
	1724700360	247029	
	1724700370	247029	
	1724700380	247029	
	1724700390	272527	
	1724700400	261599. 247029	
	1724700410	247029	1/09

STRAP	JUST VALUE	LANDUSE
1724700420	247029 Re	
1724700430	308441 Re	
1724700440	247029 Re	
1724700450	247029 Re	
1724700460	247029 Re	
1724700470	256654 Re	
1724700480	254051 Re	
1724700490	247029 Re	
1724700500	247029 Re	
1724700510	247029 Res	S
1724700520	247029 Res	
1724700530	234279 Res	s '
1724700540	244073 Res	· ·
1724700550	247029 Res	S
1724700560	247029 Res	\$
1724700570	247029 Res	<b>S</b> ,
1724800005	0 Res	s,Recreational,Upland Non-Forests
1724800009	311352 Res	S
1724800010	307677 Res	8
1724800020	378114 Res	3 ( ) ( ) ( )
1724800030	357155 Res	
1724800040	289313 Res	
1724800050	301523 Res	
1724800060	381649 Res	
1724800070	301775 Res	· · · · · · · · · · · · · · · · · · ·
1724800080	335625 Res	
1724800090	289708 Res	
1724800100	402637 Res	
1724800110 1724800120	408804 Res 383297 Res	
1724800140	410823 Res	
1724800150	417736 Res	
1724800160	369564 Res	
1724800170	383929 Res	
1724800180	392243 Res	
1724800190	354782 Res	
1724800200	345610 Res	•
1724800210	383223 Res	3
1724800220	369424 Res	
1724800230	370514 Res	
1724800240	400616 Res	
1724800250	360208 Res	
1724800260	474231 Res	
1724800270	373516 Res	
1724800280	395230 Res	
1724800290	403366 Res 297368 Res	
1724800300 1724800310	297366 Res 355734 Res	
1724800310	321052 Res	
1724800330	350549 Res	
1724800340	381043 Res	
1724800350	306653 Res	· · · · · · · · · · · · · · · · · · ·
1724800360	380584 Res	
1724800370	341560 Res	3
1724800380	306224 Res	3
1724800390	298346 Res	
1724800400	307734 Res	
1724800410	293095 Res	
1724800420	396100 Res	
1724800430	362134 Res	· ·

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	Manager and Administration of the Control of the Co	VALUE		LANDUSE
	1724800440	338658		
	1724800450	291980		
	1724800460	298622		
	1724800470	363716		
	1724900070			Commercial and Services,Water
	1724900096	_	Res	
	1724900097		Res	•
	1724900098	,	Res	
	1724900099		Res	•
	1724901601	263000	Res	
	1724901602	260000	Res	
	1724901603	260000	Res	
	1724901604	263000	Res	
	1724901605	307000	Res	
	1724901606	320000	Res	
	1724901607	320000	Res	
-	1724901608	307000	Res	
	1724901701	263000	Res	
	1724901702	260000	Res	•
	1724901703 .	260000	Res	
	1724901704	263000		
	1724901705	307000	Res	
	1724901706	320000		
	1724901707	320000		·
	1724901708	307000		
	1724901801	263000		
	1724901802	260000		
	1724901803	260000		
	1724901804	263000		
	1724901805	307000		
	1724901806	320000		
	1724901807	320000		
	1724901808	307000		
	1724901901	263000		
	1724901901	260000		
				•
	1724901903	260000		
	1724901904 1724901905	263000 307000		•
				•
	1724901906	320000		
	1724901907	320000		
	1724901908	307000		Openius surial and Comitana Decreational Unland Non-Foresta
	1725000000			Commercial and Services,Recreational,Upland Non-Forests
	1725000010		Res	•
	1725000020		Res	
	1725000030		Res	
	1725000040		Res	•
	1725000050		Res	
	1725000060		Res	
	1725000070		Res	
	1725000081		Res	
	1725000082		Res	
	1725000090		Res	,
	1725000100		Res	
	1725010001	295000		•
	1725010002	295000		
	1725010003	229000		
	1725010004	229000		
	1725010005	229000		
	1725010006	269000		· ·
	1725010007	310000	Res	

STRAP	JUST VALUE	LANDUSE
1725010008	310000 Res	
1725010009	279000 Res	
1725010010	279000 Res	
1725010011	244000 Res	
1725010012	254000 Res	
1725010013	310000 Res	
1725010014	310000 Res	
1725010015	279000 Res	
1725010016	279000 Res	
1725010017	279000 Res	
1725010018	254000 Res	
1725010019	360000 Res	
1725010020	360000 Res	
1725010021	294000 Res	
1725010022	294000 Res	
1725010023	294000 Res	
1725010024	269000 Res	
1725010025	360000 Res	
1725010026	360000 Res	
1725010027	294000 Res	
1725010028	294000 Res	•
1725010029	294000 Res	
1725010030	269000 Res	
1725010031	360000 Res	
1725010032	360000 Res	
1725010033	294000 Res	
1725010034	294000 Res	
1725010035	294000 Res	
1725010036	409640 Res	
1725010037	295000 Res	
1725010038	295000 Res	
1725010039	229000 Res	
1725010040	229000 Res	
1725010041	229000 Res	
1725010042	229000 Res	
1725010043	310000 Res	
1725010044	310000 Res	
1725010045	279000 Res	
1725010046	279000 Res	
1725010047	279000 Res	
1725010048	279000 Res	
1725010049	310000 Res	
1725010050	330000 Res	•
1725010051	279000 Res	
1725010052	279000 Res	
1725010053	279000 Res	
1725010054	254000 Res	
1725010055	360000 Res	
1725010056	360000 Res	
1725010057	294000 Res	•
1725010058	294000 Res	•
1725010059	294000 Res	
1725010060	269000 Res	
1725010061	360000 Res	
1725010062	360000 Res	
1725010063	294000 Res	•
1725010064	294000 Res	
1725010065	294000 Res	
1725010066	294000 Res	
1725010067	360000 Res	

STRAP	JUST VALUE	18 o 4		LANDUSE		
1,725010068	360000 Res		*		•	
1725010069	294000 Res			1		
1725010070	294000 Res					
1725010071	294000 Res					
1725010072	369640 Res					
1725010073	310000 Res					
1725010074	310000 Res					
1725010075	310000 Res					
1725010076	310000 Res					
1725010077	310000 Res					•
1725010078	310000 Res			•		r
1725010079	310000 Res					
1725010080	310000 Res					
1725010081	310000 Res 310000 Res				•	
1725010082 1725010083	310000 Res					
1725010083	310000 Res				•	
1725010085	310000 Res					
1725010086	310000 Res					
1725010087	310000 Res	177				
1725010088	310000 Res	,				
1725010089	310000 Res					4
1725010090	310000 Res				•	, .
1725010091	310000 Res					
1725010092	310000 Res					
1725010093	310000 Res			1		
1725010094	310000 Res					
1725010095	310000 Res	•		,		
1725010096	310000 Res					
1725010097	310000 Res					
1725010098	310000 Res					
1725010099	310000 Res			a a		
1725010100	310000 Res					
1725010101	310000 Res					
1725010102	310000 Res	~				
1725010103	310000 Res					
1725010104 1725010105	310000 Res 310000 Res					
1725010105	310000 Res					
1725010103	310000 Res					
1725010108	310000 Res					
1725010109	310000 Res					
1725010110	310000 Res					
1725010111	350000 Res					
1725010112	310000 Res					
1725010113	、 310000 Res				•	
1725010114	310000 Res					•
1725010115	300000 Res					
1725010116	300000 Res	:				-
1725010117	300000*Res		•			
1725010118	300000 Res					
1725010119	300000 Res					
1725010120	300000 Res			•		
1725010121	300000 Res					
1725010122	300000 Res 300000 Res					
1725010123 1725010124	310000 Res		1			•
1725010124	310000 Res			•		
1725010125	310000 Res					
1725010127	310000 Res		•		•	
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STRAP	JUST VALUE	LANDUSE
1725010128	310000 Re	
1725010129	310000 Re	
1725010120	310000 Re	
1725010131	310000 Res	
1725010132	350000 Re	•
1725010132	310000 Re	
1725010134	310000 Re	f .
1725010134	310000 Re	
1725010136	310000 Res	
1725010137	310000 Res	_
1725010137	310000 Res	
1725100000	6419300 Re	s,Commercial and Services,Recreational,Upland Non-Forests,Water
480100000		
1725260005		s,Commercial and Services,Recreational,Upland Non-Forests,Water
1725260010	0 Res	
1725260020	0 Res	
1725260030	0 Res	
1725260040	0 Res	
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1725312101	255000	Res		•
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1725312106	255000	Res		
1725700000	1675743	Res, Res, Upland Non-Forests, Upland Non-Forests		
1725700020	2942237	Res, Upland Non-Forests, Wetlands/NF		
1727100004	0	Res,Res		
1727100005	0	Res,Res		
1727100050	- 545672	Res		
1727100060	532284	Res		
1727100070	466961	Res		
1727100080	527817	Res		
1727100100		Res,Res		
1727100150	503686	Res,Res		
1727100160	477611	Res,Res		
1727100170		Res,Res		
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Location/Name	R-Monument	Type of Access	Width-of- Access/ Frontage	Units or Parking	Additional Width from Eligibility	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN	DBPR License	- URL for DBPR License
			70	Spaces	The state of the s			
Anastasia State Park Pope Road	R137-R141 R141	Primary Secondary	70 103.55	350 26	4,530	4,600	-	<del> </del>
300 A1A Beach Blvd.Embassy Suites	R141	Secondary	423.18	175/175	0	1,476 423	<u>HOT6501640</u>	https://www.myfloridalicense.com/LicenseDetail.asp?SID=&i=FB5CEF2ECEFD9EF826C9193C6803E243
Pier Park	R142	Primary	630	201	5,280	5,910		
16 <sup>th</sup> Street	R143	Secondary	37.35	28	478.4	1,518.	<u> </u>	
15 <sup>th</sup> Street	R143	Secondary	40	6 <	316.8	357	<u>-</u>	
15 <sup>th</sup> Street S	R143	Secondary	15	0	0	15		
430 A1A Beach Blvd. Hampton Inn	R143	Secondary	178.7	100/100	0	179	MOT6501360	https://www.myfloridalicense.com/LicenseDetail.asp?SID=&i=03C1041E594B40745DB7B18B0050F115
14 <sup>th</sup> Street	R143	Secondary	40	0	. 0	40		
14 <sup>th</sup> Lane	R143	Secondary	15	9	475.2	490	-	
- 13 <sup>th</sup> Street	R143	Secondary	40_	24	1267.2	1,307	-	
12 <sup>th</sup> Street	R144	Secondary	40	0	0	40		-
12 <sup>th</sup> Lane	R144	Secondary	15	0	0	15		
11 <sup>th</sup> Street	R144	Secondary	40	34	1795.2	1,835		
11th Lane	R144	Secondary	15	0	0	15		
10th Street	R144	Secondary	40	24	1267.2	1,307		- :
9th Street	R144	Secondary	37.98	0_	0	40		
9th Lane	R144	Secondary	15	0	0	15		
8th Street	R145	Secondary		18	950.4	1,010		
8th Lane	R145	Secondary	15	0	0	15		·

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Location/Name	R-Monument	Type of Access	Width of Access/ Frontage	Total Public Units or Parking Spaces	Additional Width from Eligibility	Eligible Shoreline (feet)	DBPR License	URL for DBPR License
7th Street	R145	Secondary	40	22	1161.6	1,202		
6 <sup>th</sup> Street	R145	Secondary	40	5	264	304	-	·
5 <sup>th</sup> Street	R145	Secondary	38.47	56	2956.8	2,997	,	
4 <sup>th</sup> Street	R145	Secondary	40	. 0	0	40	·i	
3 <sup>rd</sup> Street	R146	Secondary	60	14	739.2	· 799		
3 <sup>rd</sup> Lane	R146	Secondary	15	0	0	15	•	- :
2 <sup>nd</sup> Street	R146	Secondary	40	4	211.2	251		
1 <sup>st</sup> Street	R146	Secondary	40	22	1161.6	1,202		
1 <sup>st</sup> Lane	R146	Secondary	15	0	0	15	-	
A Street	R146	Secondary	36	22	1161.6	1,198		
2 A St. The Beachcomber	R146	Secondary	47.7	0	0	48	SEA6500513	https://www.myfloridalicense.c om/LicenseDetail.asp?SID=&id =9CD568C4DD102FBB6C8D6 A521B542F3C
B Street	R147	Secondary	40	. 4	211.2	251		
2 B St. House of Sun & Sea	R147	Secondary	90.2	7 of 7	0	90	BNB6501391	https://www.myfloridalicense.c om/LicenseDetail.asp?SID=&id =1891509EDA3B89A840FF3F 530BE60D21
C Street	R147	Secondary	40	8	422.4	462		
D Street	R147	Secondary	60	10	528	588		
E Street	R147	Secondary	40	8	422.4	462		
F Street	R148	Secondary	38	10 .	528	566		

Location/Name	R-Monument	Type of Access	Width of Access/ Frontage	Total Public Units or Parking Spaces	Additional Width from Eligibility	Eligible— Shorëline (feet)	DBPR. License	URL for DBPR License
1 F St. Beachfront Bed & Breakfast	R148	Secondary	199	6 of 6	0	199	BNB6500124	https://www.myfloridalicense.c om/LicenseDetail.asp?SID=&id =911962288C30ECDFA79727 A6553B55F5
810 A1A Beach Blvd. La Fiesta Oceanside Inn & Suite	R148	Secondary	199	54/54	0	199	MOT6500011	https://www.myfloridalicense.c om/LicenseDetail.asp?SID=&id =9754E9A561C54706ACDC1 A32700A89F4
860 A1A Beach Blvd. Guy Harvey Resort	R149	Secondary	202.8	153/153	0	203	<u>HOT6500300</u>	https://www.myfloridalicense.c om/LicenseDetail.asp?SID=&id =B998C208AE544437FB02E6 481AA89B8B
Ocean Hamock Park	R151	Secondary	520	20	1056	1,576 <sup>-</sup>		
					Total Eligible Shoreline Length: <sup>1</sup>	-		

<sup>&</sup>lt;sup>1</sup>Lengths presented for individual locations do not consider overlap with adjacent locations; total eligible length is the same as previously calculated for the current 43.56% state cost share

OF COUNTY RESOLUTION OF THE BOARD COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE PROJECT COOPERATION AGREEMENT BETWEEN THE COUNTY AND THE DEPARTMENT OF THE ARMY FOR THE ST. JOHNS COUNTY SHORE PROTECTION PROJECT WHEREBY THE DEPARTMENT OF THE ARMY AGREES TO RESTORE A PORTION OF THE ATLANTIC OCEAN BEACH IN ST. JOHNS COUNTY AND TO PROVIDE PERIODIC NOURISHMENT FOR 50 YEARS THEREAFTER AND THE COUNTY AGREES TO PAY A PORTION OF THE COSTS THEREOF AND TO MAINTAIN, OPERATE, REPAIR, REHABILITATE AND REPLACE THE PROJECT AFTER ITS INITIAL CONSTRUCTION AS NEEDED.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA (the "Board) as follows:

Section 1. The Chairman of the Board is authorized and directed to sign and deliver the attached Project Cooperation Agreement between the County and the Department of the Army for the St. Johns County Shore Protection Project whereby the Department of the Army agrees to restore a portion of the Atlantic Ocean beach in St. Johns County and to provide periodic nourishment for 50 years thereafter and the County agrees to pay a portion of the costs thereof and to maintain, operate, repair, rehabilitate and replace the Project after its initial construction as needed.

Section 2. The County Attorney is authorized to sign the Certificate of Authority pertaining to the Project Cooperation Agreement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th day of Muguet, 2000.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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James E Bryant, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

Deputy Clerk

# PROJECT COOPERATION AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND

ST. JOHNS COUNTY, FLORIDA FOR CONSTRUCTION OF THE ST. JOHNS COUNTY, FLORIDA SHORE PROTECTION PROJECT

THIS AGREEMENT is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2000, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and ST. JOHNS COUNTYSt. Johns County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the St. Johns Board of County Commissioners.

#### WITNESSETH, THAT:

WHEREAS, construction of the St. Johns County, Florida Shore Protection Project at St. Johns County, Florida was authorized by Title V, Section 501(a) of the Water Resources Development Act of 1986, Public Law 99-662;

WHEREAS, as required by Section 316 of the Water Resources Development Act of 1999, Public Law 106-53, modified the Public Law 99-662 authorization to include navigation mitigation as a project purpose;:

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for construction of the St. Johns County, Florida Shore Protection Project (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost sharing requirements applicable to the Project except to the extent the specific project authorization provides for the Government to pay 50 percent of total project costs as mitigation for the impacts of the navigation improvements at St. Augustine Inlet.;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91 611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the St. Johns County, Florida Shore Protection Project and sets forth

procedures for adjusting such maximum amount; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost sharing and financing of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

- A. The term "Project" shall mean the initial construction and periodic nourishment of shoreline beginning approximately 2.7 miles south of the St. Augustine Inlet and extending south approximately 2.5 miles, as generally described in the "St. Johns County, Florida Shore Protection Project General Reevaluation Report with Environmental Assessment", dated March 1998 and approved by the Assistant Secretary of the Army (Civil Works) on December 15, 1998 (hereinafter the "GRR).
- B. The term "initial construction" shall mean the restoration of a 60-foot wide protective beach berm beginning at contour elevation +12.0 feet above mean low water; advance nourishment; and any mitigation as determined necessary by the Government as generally described in the GRR referenced in paragraph A above.
- C. The term "periodic nourishment" shall mean the placement of suitable beach material within the areas of initial construction, or any functional portion of the initial construction, as generally described in the GRR referenced in paragraph A. above.
- D. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to initial construction and periodic nourishment of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; costs of audit in accordance with Article X of this Agreement and those dikes and other

construction works necessary to promote placement of the beachfill material. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement:

- E. The term "total costs of initial construction" shall mean that portion of total project costs allocated by the Government to initial construction.
- F. The term "total costs of periodic nourishment" shall mean that portion of total project costs allocated by the Government to periodic nourishment.
- G. The term "financial obligation for initial construction" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of initial construction.
- H. The term "financial obligation for periodic nourishment" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of periodic nourishment.
- I. The term "non-Federal proportionate share" with respect to initial construction, shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.D. of this Agreement to total financial obligations for initial construction, as projected by the Government. The term shall mean, with respect to periodic nourishment, the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.G. of this Agreement to total financial obligations for periodic nourishment, as projected by the Government.
- J. The term "period of construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VI.B. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract to the date that the U.S. Army Engineer for the Jacksonville District (hereinafter the "District Engineer") notifies the Non-Federal Sponsor in writing of the Government's determination that construction of the Project is complete.
- K. The term "authorized periodic nourishment period" shall mean 50 years from the completion of the period of initial construction, the authorized duration for Federal participation in periodic nourishment for the Project.
- L. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof except for the Atlantic Ocean Beach in St. Johns County, Florida.

- M. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.
- N. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.
- O. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.
- P. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

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- A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously construct the Project (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto and including periodic nourishment at such times during the authorized periodic nourishment period as the Government, after consultation with the Non-Federal Sponsor, determines such placement to be necessary and economically justified), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.
- 1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the

Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

- 2. Throughout the period of construction, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.
- 3. Notwithstanding paragraph A.1. of this Article, if, upon the award of any contract for construction of the Project, cumulative financial obligations for construction would exceed \$310,177,000, the Government and the Non-Federal Sponsor agree to defer award of that contract and all subsequent contracts for construction of the Project until such time as the Government and the Non-Federal Sponsor agree to proceed with further contract awards for the Project, but in no event shall the award of contracts be deferred for more than three years. Notwithstanding this general provision for deferral of contract awards, the Government, after consultation with the Non-Federal Sponsor, may award a contract or contracts after the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts must proceed in order to comply with law or to protect life or property from imminent and substantial harm.
- B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.
- C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and

rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

- D. The Non-Federal Sponsor shall contribute one-half of 35 percent of the total costs of initial construction assigned by the Government to hurricane and storm damage reduction, plus one-half of 50 percent of total project costs of initial construction assigned by the Government to recreation, plus one-half of 100 percent of the total costs of initial construction assigned by the Government to privately owned shores (where the use of such shores is limited to private interests) (hereinafter the "non-Federal share of total costs of initial construction") in accordance with the provisions of this paragraph.
- 1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the initial construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the initial construction, operation, and maintenance of the Project.
- 2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs D.1. of this Article and Articles V, X, and XV.A. of this Agreement will be less than the non-Federal share of initial construction, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to non-Federal share of initial construction.
- 3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs D.1. and D.2. of this Article and of the Non-Federal Sponsor's contributions attributable to initial construction under Articles V, X, and XV.A. of this Agreement has exceeded the non-Federal share of initial construction, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the non-Federal share of initial construction. After such a determination, the Government, in its sole discretion, may provide any remaining Project lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project relocations on behalf of the Non-Federal Sponsor.
- E. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor during the period of initial construction. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely

responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

- F. After completion of initial construction the Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., D., and E. of this Article.
- G. For each iteration of periodic nourishment, the Non-Federal Sponsor shall contribute one-half of 35 percent of the total costs of periodic nourishment assigned by the Government to hurricane and storm damage reduction, plus one-half of 50 percent of total project costs of periodic nourishment assigned by the Government to recreation, plus one-half of 100 percent of the total costs of periodic nourishment assigned by the Government to privately owned shores (where the use of such shores is limited to private interests) (hereinafter the "non-Federal share of periodic nourishment") in accordance with the provisions of this paragraph.
- 1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the iteration of periodic nourishment and shall perform or ensure performance of all relocations that the Government determines to be necessary for the iteration of periodic nourishment.
- 2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraph G.1. of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles X, and XV.A. of this Agreement will be less than the non-Federal share of periodic nourishment, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.E. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to non-Federal share of periodic construction.
- 3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs G.1. and G.2. of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles X, and XV.A. of this Agreement has exceeded the non-Federal share of periodic nourishment, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the non-Federal share of periodic nourishment. After such a determination, the Government; in its sole discretion, may

provide any remaining periodic nourishment lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining periodic nourishment relocations on behalf of the Non-Federal Sponsor.

- H. The Government shall assign all costs included or to be included in total project costs and all contributions provided by the Non-Federal Sponsor to hurricane and storm damage reduction, or to recreation, or to protecting undeveloped private lands and other privately owned shores.
- I. The Non-Federal Sponsor may request the Government to accomplish betterments during the authorized periodic nourishment period. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.
- J. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor during the authorized periodic nourishment period. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.
- K. For each iteration of periodic nourishment, the Government shall perform a final accounting in accordance with Article VI.F. of this Agreement to determine the contributions provided by the Non-Federal Sponsor toward the total costs of periodic nourishment and costs due to betterments in accordance with paragraphs G., I., and J. of this Article and Articles X and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs G., I., and J. of this Article.
  - L. In the event the completed initial construction, or any functional portion of the

initial construction, is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds and Article II.A. of this Agreement, shall place suitable beach fill material within the area of the completed initial construction, or functional portion of the initial construction, as periodic nourishment. The costs of such placement shall be included in the total costs of periodic nourishment and cost shared in accordance with Article II.G. of this Agreement. In the event an uncompleted portion of the initial construction is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds, shall place suitable beach fill material with the area of uncompleted initial construction as initial construction. The costs of such placement shall be included in the total costs of initial construction and cost shared in accordance with Article II.D. of this Agreement. Nothing in this paragraph shall preclude the Government from using Public Law 84-99 to accomplish any emergency repair and restoration of work of the completed initial construction or a functional portion of the initial construction.

- M. The Non-Federal Sponsor shall not use Federal funds to meet the Non-Federal Sponsor's share of total costs of initial construction or the non-Federal share of total costs of periodic nourishment under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.
- N. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs in accordance with Section 402 of Public Law 99-662, as amended.
- O. Not less than once each year the Non-Federal Sponsor shall inform affected interests of the extent of protection afforded by the Project. The Government shall advise the Non-Federal Sponsor as to who should be informed and the extent of protection afforded by the Project.
- P. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.
- Q. The Non-Federal Sponsor shall prescribe and enforce regulations to prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords or that would hinder operation and maintenance of the Project.
- R. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure conditions of public ownership and use of the shore upon which the amount of Federal participation is based.
- S. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, sanitation facilities and other public use facilities, open and available to all

on equal terms during the life of the Project.

T. The Non-Federal Sponsor shall adopt appropriate ordinances or provide other means to ensure preservation of the beach fill areas and the dunes.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rightsof-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall acquire all lands, easements. and rights-of-way required for the initial construction, operation or maintenance of the Project set forth in such descriptions. Prior to the end of the authorized periodic nourishment period, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for the periodic nourishment, as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the initial construction, periodic nourishment, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and dewatering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the end of the period of initial construction set forth in such descriptions. Prior to the end of the authorized periodic

nourishment period, the Non-Federal Sponsor shall provide all improvements required for the periodic nourishment as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

- C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall perform or ensure the performance of all relocations required for the initial construction as set forth in such descriptions. Prior to the end of the authorized periodic nourishment period, the Non-Federal Sponsor shall perform or ensure performance of all relocations required for the periodic nourishment as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.
- D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs, and afford credit for such value toward the Non-Federal Sponsor's share of periodic nourishment.
- E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

## ARTICLE IV - CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

- A. The Non-Federal Sponsor shall receive credit toward its share of initial construction for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide for initial construction, operation, and maintenance of the Project pursuant to Article III of this Agreement, and for the value of the Article III.B. improvements, and the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for initial construction, operation, and maintenance of the Project pursuant to Article III of this Agreement. The Non-Federal Sponsor shall receive credit toward the non-Federal share of periodic nourishment for the value of additional lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provided for periodic nourishment of the Project pursuant to Article III of this Agreement, and for the value of the additional Article III.B. improvements, and the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for periodic nourishment of the Project pursuant to Article III of this Agreement. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, Article III.B. improvements, and the relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.
- B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, Article III.B. improvements, and the dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.
- 1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.
- 2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

- a. The Non-Federal Sponsor shall obtain, for each real property. interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation; as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal. the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal; if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.
- b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.
- 3. Eminent Domain Valuation Procedure. For lands, easements, or rightsof-way acquired by eminent domain proceedings instituted after the effective date of this
  Agreement, the Non-Federal Sponsor shall, prior to instituting such proceedings, submit
  to the Government notification in writing of its intent to institute such proceedings and an
  appraisal of the specific real property interests to be acquired in such proceedings. The
  Government shall have 60 days after receipt of such a notice and appraisal within which
  to review the appraisal, if not previously approved by the Government in writing.
- a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.
- b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the

Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value shall be adjusted utilizing Federal rules of Compensation including application of the principles of specific benefits.

- c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.
- 4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.
- C. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.
- 1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.
- 2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Florida would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.
- 3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the

Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

#### ARTICLE V - PROJECT COORDINATION TEAM

- A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of initial construction and thereafter shall meet and convene during each period of periodic nourishment. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.
- B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.
- C. The Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the Government's cost projections; final inspection of the initial construction and periodic nourishment or functional portions thereof; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.
- D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project

Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE VI - METHOD OF PAYMENT

- A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs, total costs of initial construction, total costs of periodic nourishment and costs due to betterments. By October 1st of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs of initial construction, of total costs of periodic nourishment, of total costs due to betterments, of the maximum amount of total project costs determined in accordance with Article XIX of this Agreement, of the components of total project costs, of the non-Federal share of initial construction, of the non-Federal share of periodic nourishment, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D., II.E., II.G., II.I., and II.J of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$222,900,000, and the Non-Federal Sponsor's cash contribution required under Articles II.D. of this Agreement is projected to be \$3,735,000, and the Non-Federal Sponsor's cash contribution required under Article II.G. of this Agreement is projected to be \$39,765,000. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.
- B. The Non-Federal Sponsor shall provide the cash contribution required under Article II.D.2. of this Agreement in accordance with the provisions of this paragraph.
- 1. Not less than 120 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for initial construction, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for initial construction through the first fiscal year of initial construction, including the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of initial construction. Not later than such scheduled date, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.
- 2. For the second and subsequent fiscal years of construction, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to

be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for initial construction for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.B.1. of this Agreement.

- 3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for initial construction incurred prior to the commencement of the period of initial construction; and (b) the non-Federal proportionate share of financial obligations for initial construction as they are incurred during the period of initial construction.
- 4. If at any time during the period of initial construction the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for initial construction for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 45 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.B.1. of this Agreement.
- C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B., II.E., II.I., or II.J. of this Agreement, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the full amount of the funds required to pay for such additional work in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required. Within 45 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with a check for the full amount of the additional required funds.
- D. Upon completion of initial construction or termination of this Agreement during the period of initial construction, and upon resolution of all relevant claims and appeals relevant to initial construction, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of initial construction, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments during the period of initial construction and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement during the period of initial construction.

- 1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than the non-Federal share of initial construction plus costs due to any betterments provided in accordance with Aiticle II.B. of this Agreement during the period of initial construction, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement during the period of initial construction.
- 2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds the non-Federal share of initial construction plus costs due to any betterments provided in accordance with Article II.B. of this Agreement during the period of initial construction, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.
- E. The Non-Federal Sponsor shall provide the cash contribution required under Article II.G.2. of this Agreement in accordance with the provisions of this paragraph.
- 1. Not less than 120 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for periodic nourishment, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment through the first fiscal year of the authorized periodic nourishment period. Not later than such scheduled date, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.
- 2. For the second and subsequent fiscal years of periodic nourishment, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.E.1. of this Agreement.
- 3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for periodic nourishment incurred

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prior to the commencement of the authorized periodic nourishment period; and (b) the non-Federal proportionate share of financial obligations for periodic nourishment as they are incurred during the authorized periodic nourishment period.

- 4. If at any time during the authorized periodic nourishment period the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for periodic nourishment for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 45 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.E.1. of this Agreement:
- F. Upon completion of each iteration of periodic nourishment or termination of this Agreement during the authorized periodic nourishment period, and upon resolution of all claims and appeals relevant to the periodic nourishment, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of periodic nourishment, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments during the authorized periodic nourishment period and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.1. of this Agreement.
- 1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than the non-Federal share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article II.I. of this Agreement during the authorized periodic nourishment period, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article II.I. of this Agreement during the authorized periodic nourishment period.
- 2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds the non-Federal share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article III. of this Agreement during the authorized periodic nourishment period, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

## ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto. The requirements of this subparagraph do not include periodic nourishment.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Article VIII, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

### ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the construction (which includes the initial construction and periodic nourishment), operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project related betterments, except for damages due to the fault or

negligence of the Government or its contractors.

#### ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

- A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.
- B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-13328 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-13328, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.
- C: In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600 7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army" and Section 402 of the Water

Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), requiring Non-Federal preparation and implementation of flood plain management plans.

#### ARTICLE XII - RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
- B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

#### ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### ARTICLE XIV - TERMINATION OR SUSPENSION

- A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.D., II.G., II.I., II.J., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.
- B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.
- C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. or VI.F. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE XV - HAZARDOUS SUBSTANCES

- A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601 9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.
- 1. All actual costs incurred by the Non-Federal Sponsor or the Government during the period of initial construction for such investigations for hazardous substances shall be included in total costs of initial construction and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.
- 2. All actual costs incurred by the Non-Federal Sponsor or the Government during the period of periodic nourishment for such investigations for hazardous substances shall be included in total costs of periodic nourishment and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.
- B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the

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Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsor should proceed.

- C. The Government and the Non-Federal Sponsor shall determine whether to initiate initial construction or periodic nourishment of the Project, or, if already in initial construction or periodic nourishment, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.
- D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.
- E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

#### **ARTICLE XVI - NOTICES**

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first class, registered, or certified mail, as follows:

#### If to the Non-Federal Sponsor:

Chairman
St. Johns County Board of County Commissioners
4020 Lewis Speedway
St. Augustine, Florida 32095

#### If to the Government:

District Engineer
U.S. Army Engineer District
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

- B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
- C: Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed or transmitted.

#### ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XVIII - HISTORIC PRESERVATION

- A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.
- B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.
- C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery on lands subject to federal cost sharing that exceed the one percent limit shall be included in total project costs. Any costs of

mitigation and data recovery on lands not subject to federal cost sharing (undeveloped private lands and privately owned shores that do not provide public benefits) that exceed the one percent limit shall not be included in total project costs but shall be paid by the Non-Federal Sponsor.

#### ARTICLE XIX - SECTION 902 PROJECT COST LIMITS

The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the St. Johns County Shore Protection Project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$310,177,000, as calculated in accordance with ER 1105-2-100 using October 1, 1999 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

JOSEPH W. WESTPHAL

Assistant Secretary of the Army

(Civil Works)

ST. JOHNS COUNTY, FLORIDA

IAMES E RRVANT

Chairman

St. Johns County Board of County Commissioners

DATE: ( 11911) 24, 2000

DATE: anaust 24, 2000

#### **CERTIFICATE OF AUTHORITY**

I, James Sisco, do hereby certify that I am the principal legal officer of St. Johns County, Florida, that St. Johns County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and St. Johns County, Florida in connection with the St. Johns County, Florida Shore Protection Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the St. Johns County, Florida have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of \_\_\_\_\_\_\_2000.

Vames Sisco

County Attorney

St. Johns County, Florida

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards made by the Non-Federal Sponsor for the Project at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

James E. Bryant

Chairmar

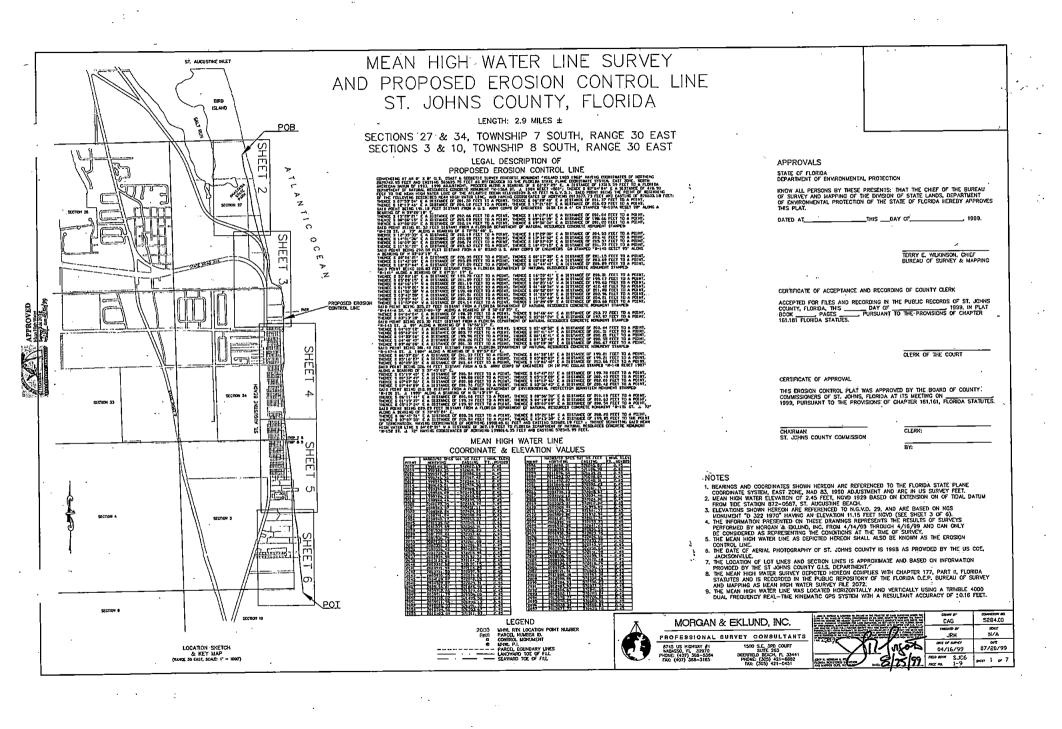
St. Johns County Board of County Commissioners

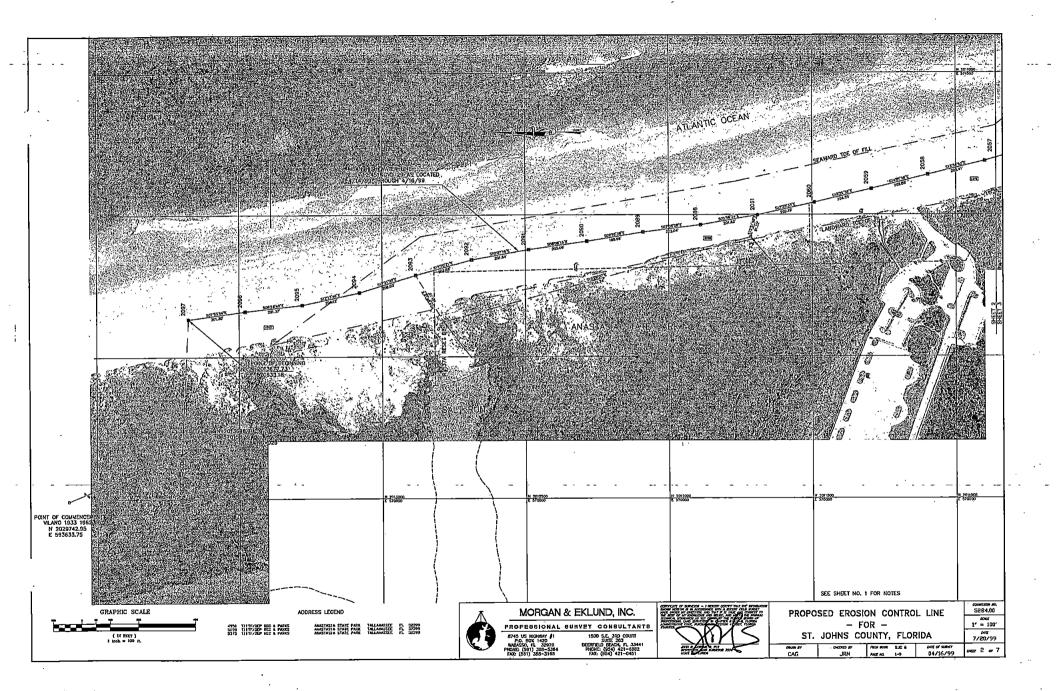
DATE: august 24, 2000

#### CERTIFICATION OF LEGAL REVIEW

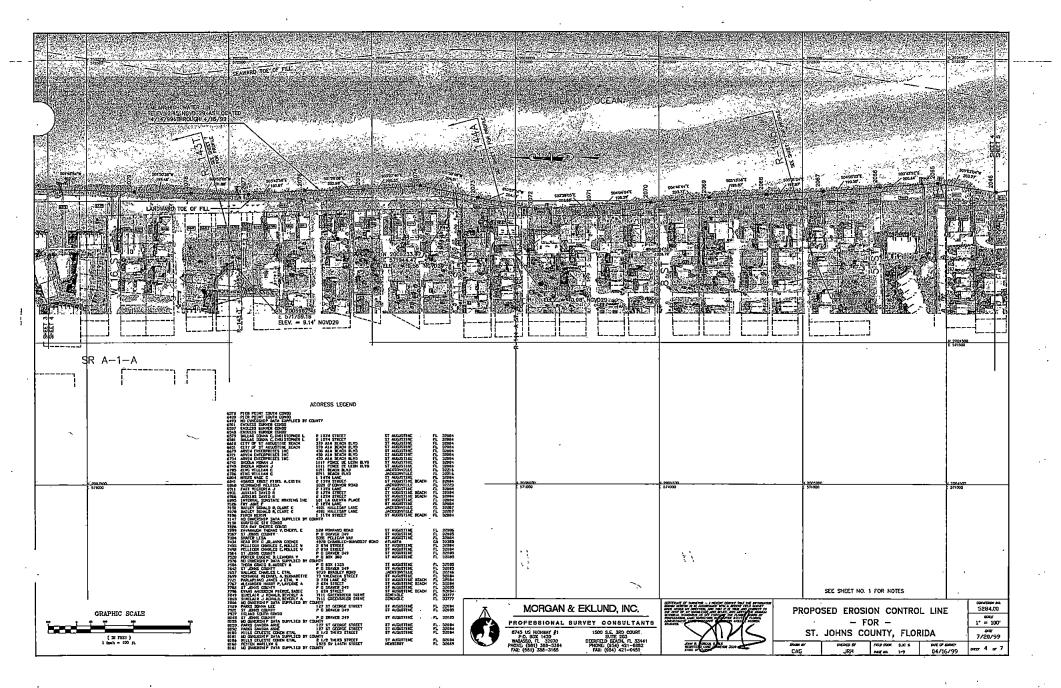
The draft Project Cooperation Agreement for the St. Johns County, Florida Shore Protection Project has been fully reviewed by the Office of Counsel, USAED, Jacksonville, and is legally sufficient.

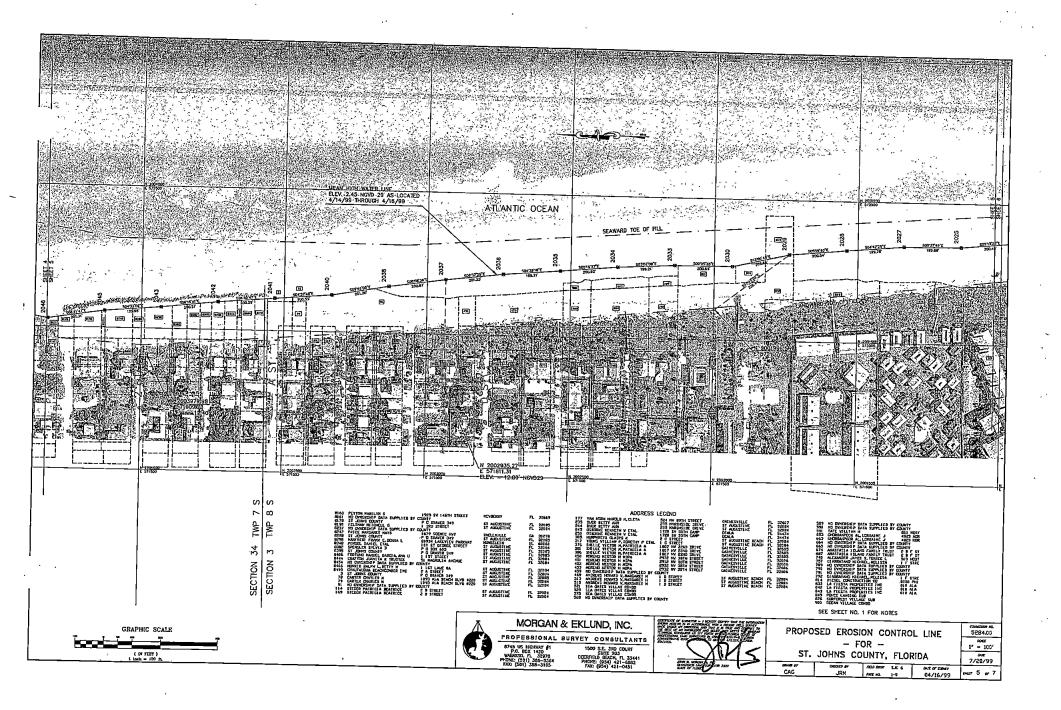
Assistant District Counsel

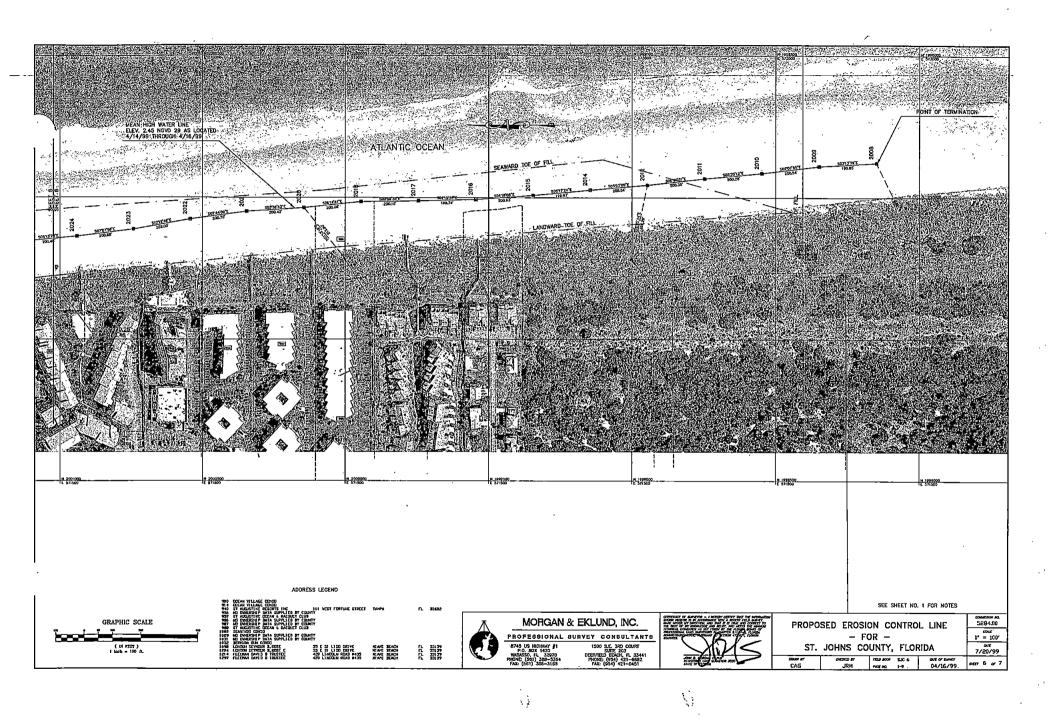




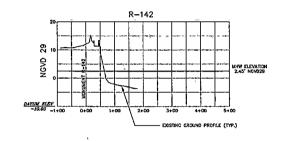
SEE SHEET NO. 1 FOR NOTES MORGAN & EKLUND, INC. 5284.00 PROPOSED EROSION CONTROL LINE PROFESSIONAL SURVEY CONSULTANTS 1° = 100° FOR -ST. JOHNS COUNTY, FLORIDA 7/20/99

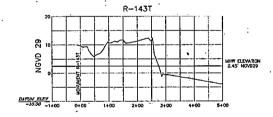


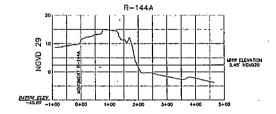


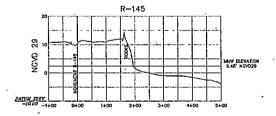


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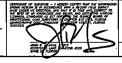


HORIZONTAL SCALE: 1 = 100 VERTICAL SCALE: 1 = 10

SEE SHEET NO. 1 FOR NOTES

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS 1500 S.E. JRD COURT SUITE 203 DEERFELD BEACH, FL 33441 PHONE: (954) 421-6882 FAX: (954) 421-0451



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## SHORE PROTECTION PROJECT ST JOHNS COUNTY, FLORIDA

PLANS FOR

### BEACH RENOURISHMENT 2017 ST AUGUSTINE BEACH



DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA

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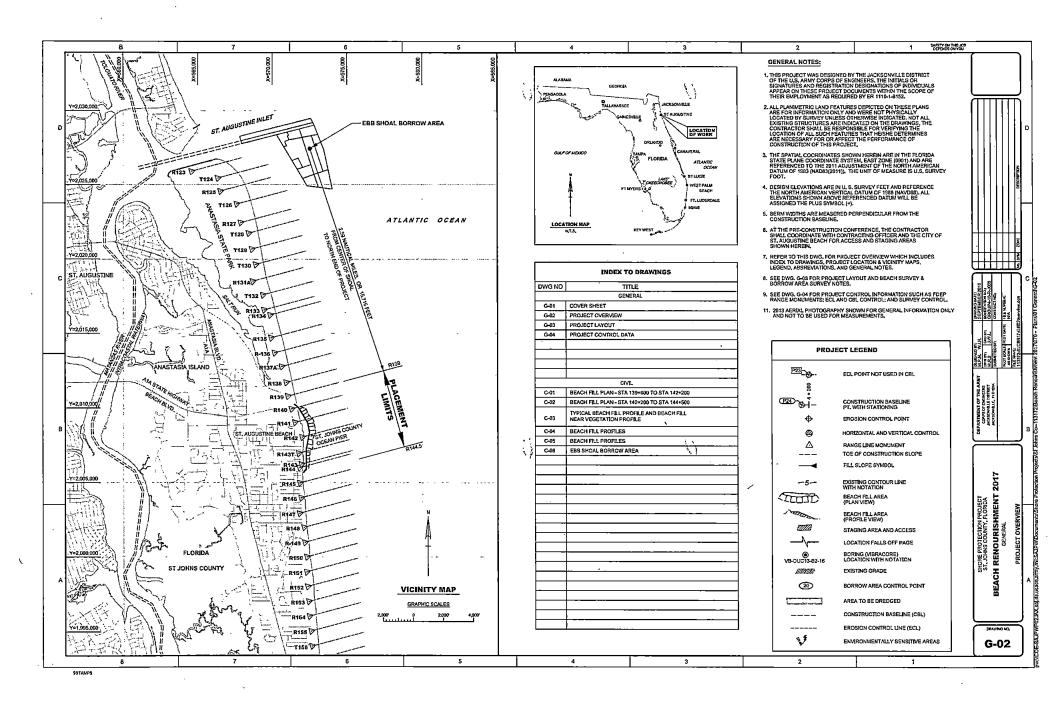
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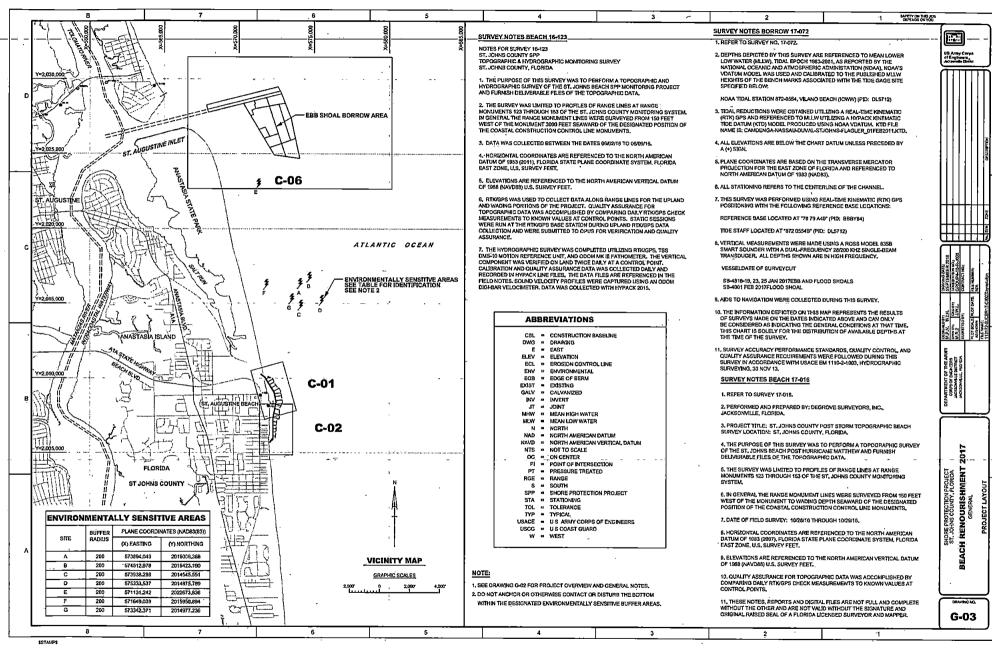
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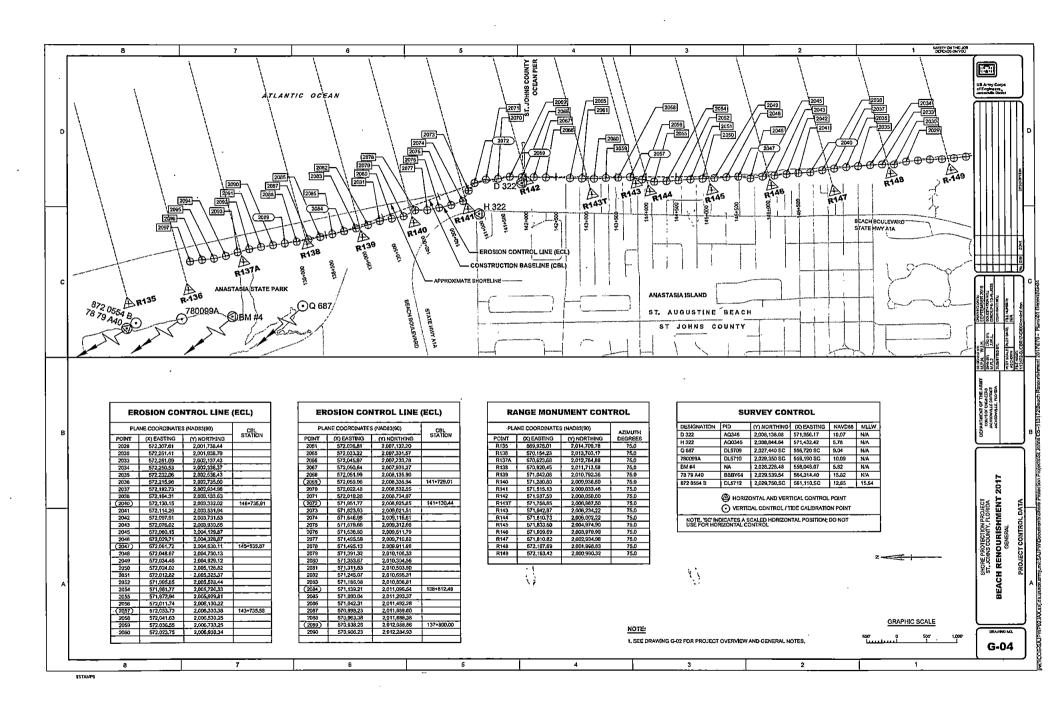
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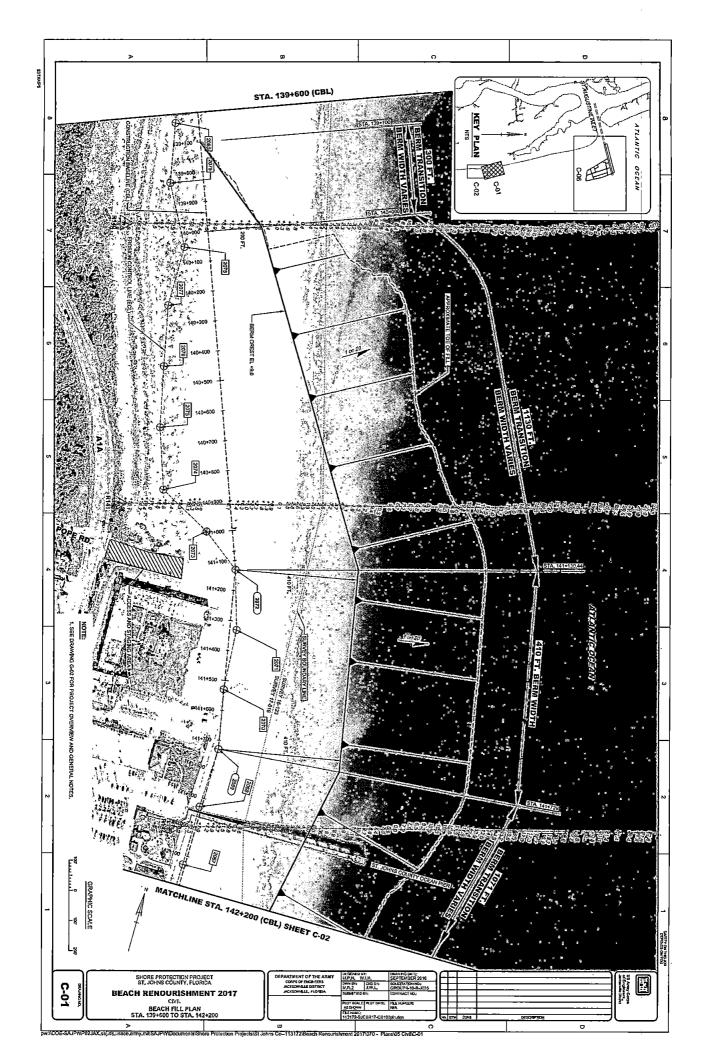
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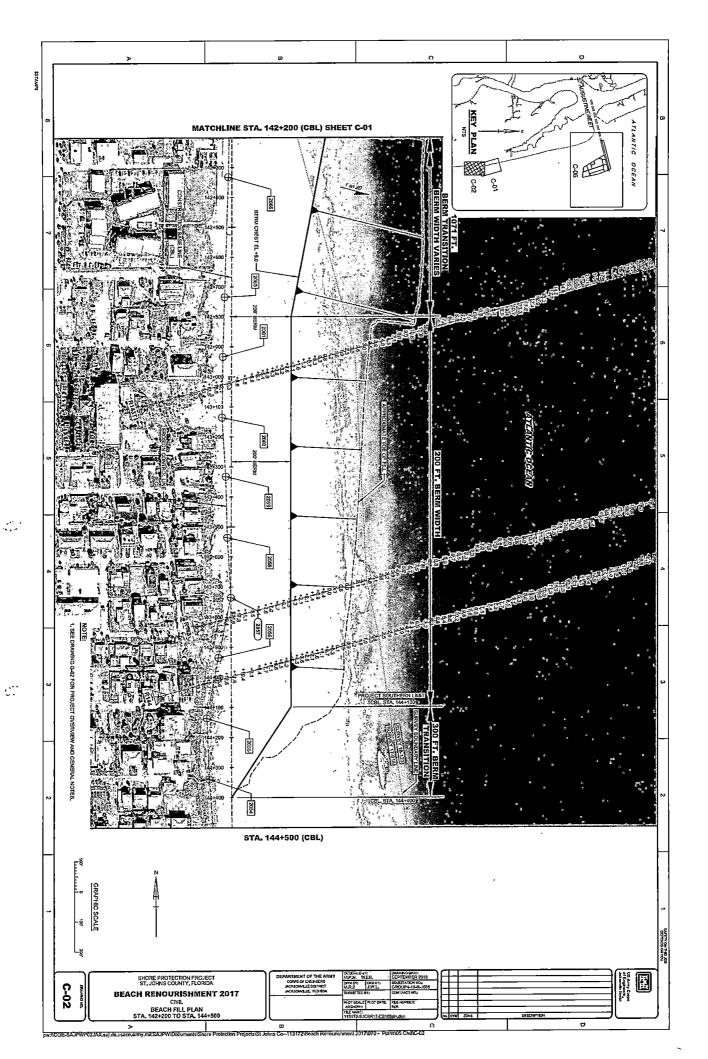




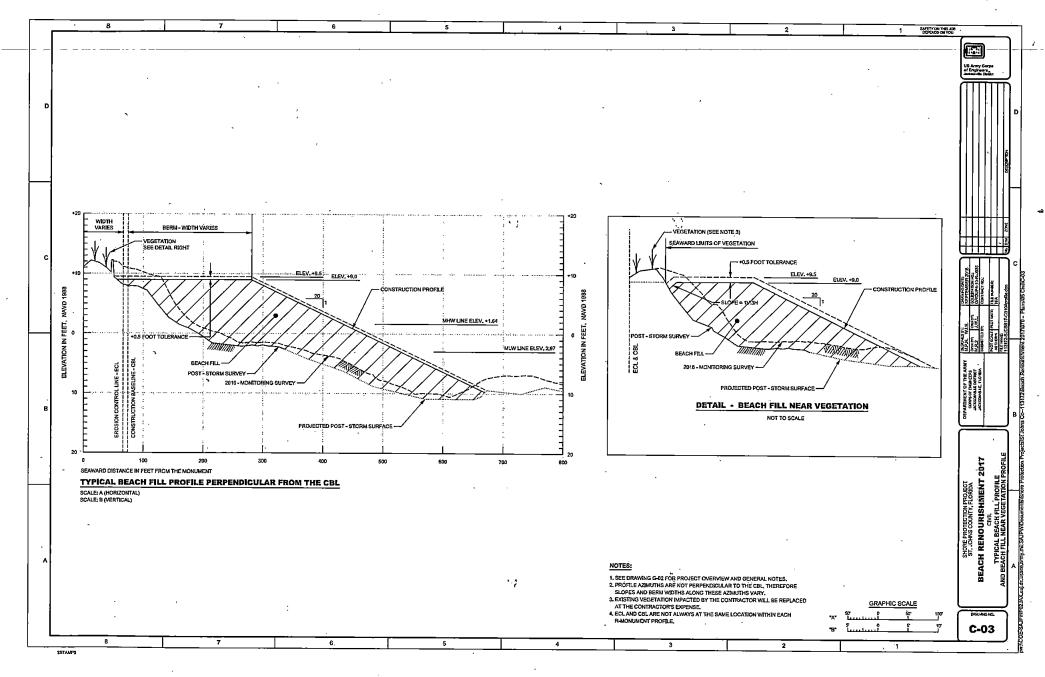


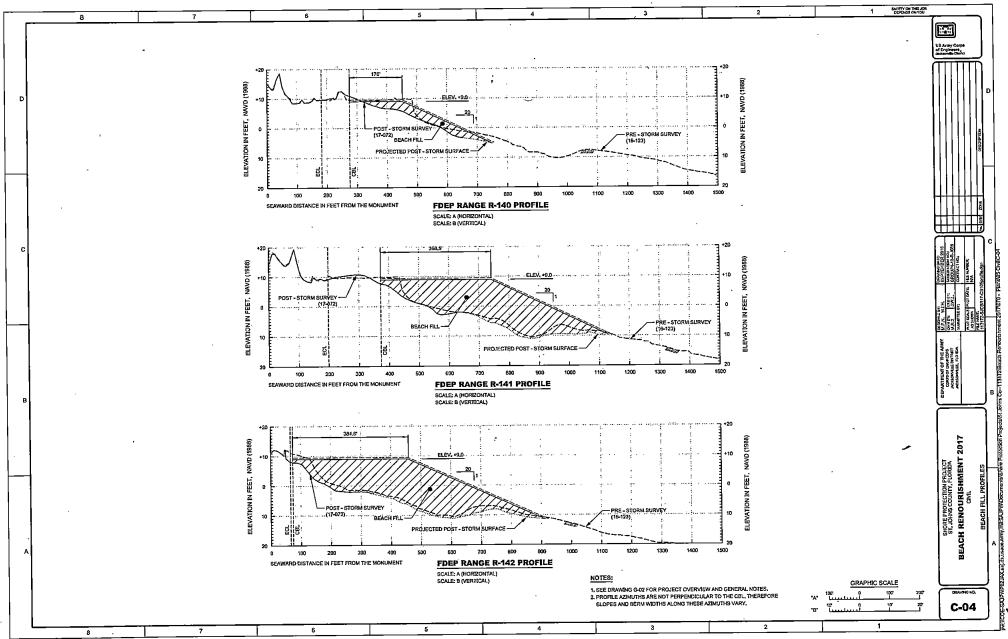


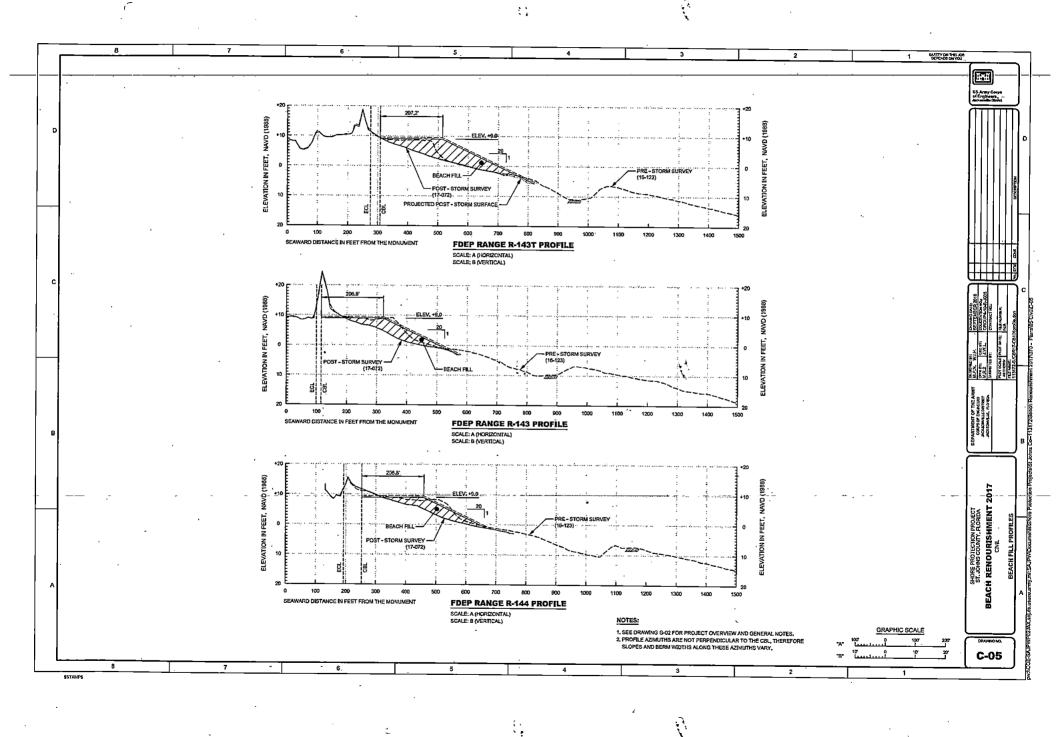


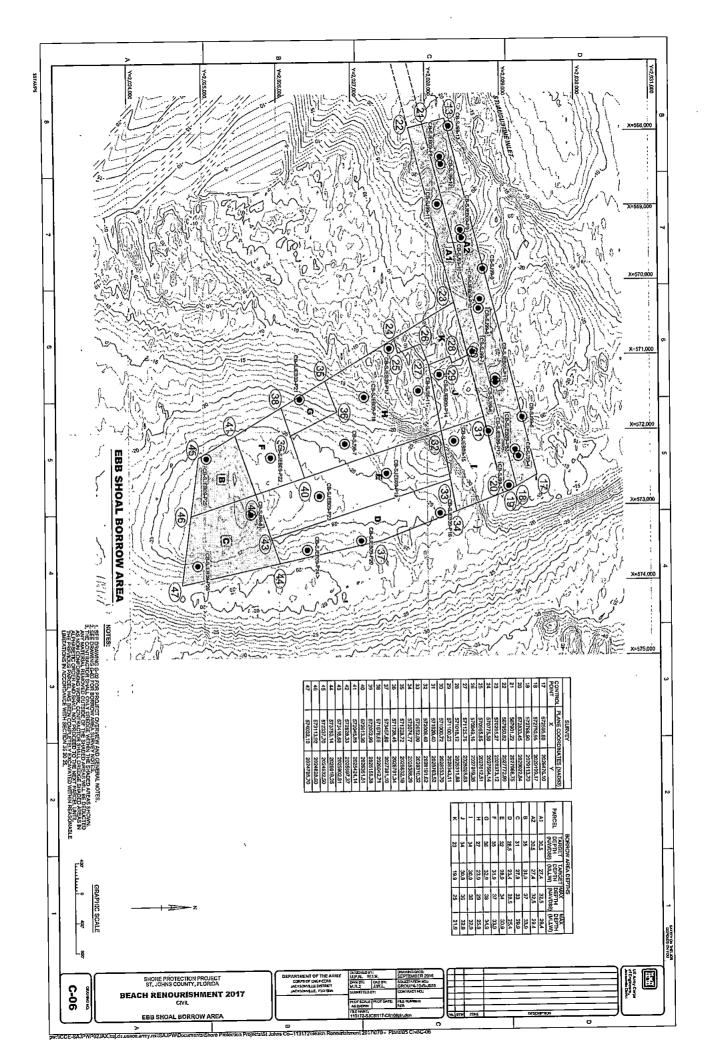


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#### ORDINANCE NO. 99-33

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, ESTABLISHING A LIGHTING MANAGEMENT PLAN FOR THE PROTECTION OF NESTING MARINE TURTLES AND THEIR HATCHLINGS; PROVIDING DEFINITIONS; PROVIDING LIMITATIONS OF JURISDICTION EXCLUDING INCORPORATED MUNICIPALITIES AND CERTAIN STATE AND FEDERAL PROPERTIES; PROVIDING GUIDELINES FOR LIMITATION OF NEW AND EXISTING PRIVATE AND PUBLIC EXTERIOR LIGHTING TO MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING GUIDELINES FOR LIMITATION OF INTERIOR LIGHTING TO MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING FOR ACTION IN CERTAIN CASES OF CUMULATIVE BEACH ILLUMINATION; DEFINING PROHIBITED ACTIVITIES DISRUPTIVE TO MARINE TURTLES; DEFINING STANDARDS FOR BEACH ACCESS POINTS; PROVIDING FOR COMPLIANCE INSPECTIONS, PENALTIES ENFORCEMENT; PROVIDING FOR A FUNDED COMMUNITY EDUCATION EFFORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Beaches of St. Johns County serve as a known nesting habitat for Marine Turtles described as threatened or endangered; and

WHEREAS, associated Artificial Lighting along the landward side of the Marine Turtle nesting sites may deter Marine Turtles from nesting and may threaten the survival of Hatchlings by causing disorientation; and

WHEREAS, the protection of nesting Marine Turtles and their Hatchlings is in the public interest and serves the public welfare; and

WHEREAS, the Department of Environmental Protection, pursuant to Section 161.163, Florida Statutes, has adopted by rule minimum guidelines for local government regulations that control beach-front lighting to protect nesting Marine Turtles and Hatchlings; and

WHEREAS, St. Johns County, pursuant to its Comprehensive Plan, provides that it is an objective of the County to protect Marine Turtles which nest on the sand beaches fronting the Atlantic Ocean.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Johns County, Florida:

ORDINANCE BOOK 22 PAGE 475

### Section 1. <u>Definitions</u>. The following words and phrases shall have the meaning as defined in this Section:

- 1.1 Artificial Light or Artificial Lighting: The light emanating from any human-made device.
- 1.2 Beach: The zone of unconsolidated material facing the Atlantic Ocean that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves), as is defined in Chapter 62B-33.002(4), Florida Administrative Code. At the Matanzas Inlet in St. Johns County, the Beach shall not extend landward of the centerline of the Matanzas Inlet Bridge; and at the St. Augustine Beach Inlet in St. Johns County, the Beach shall not extend landward of the extreme westward points of said inlet.
- 1.3 Bug Light: Any light that is marketed as being specifically treated in such a way so as to reduce the attraction of insects to the light.
- 1.4 County: St. Johns County, Florida.
- 1.5 Cumulative Beach Illumination: Artificial Light sources that, as a group illuminate any portion of the surface of the Beach.
- 1.6 Direct Beach Illumination: Illumination of the Beach, or any portion thereof, by Artificial Light or reflectors, in which the light source or reflector is visible from the surface of the Beach.
- 1.7 Dune: A mound or ridge of loose sediments, usually sand-sized sediments, lying landward of the Beach and deposited by any natural or artificial mechanism.
- 1.8 Ground-level Barrier: Any vegetation, natural feature or artificial structure rising from the ground which prevents Artificial Lighting from shining directly onto the Beach/Dune system.
- 1.9 Hatchling(s): Any species of Marine Turtle, within or outside of a nest, that has recently hatched from an egg.
- 1.10 Indirect Beach Illumination: Illumination of the Beach, or any portion thereof, by Artificial Light or reflectors, in which the light source or reflector is not visible from the surface of the Beach.

- 1.11 Interior Light Fixture: Any Light Fixture or Point Source of Light which is located within an enclosed structure.
- 1.12 Light Fixture: A stationary Artificial Light Source composed of lamp(s), reflector(s), globe(s), and other elements necessary to produce and direct light.
- 1.13 Low-profile Light Fixture: Any Light Fixture, set on a base, where the Point Source of Light is no higher than forty-eight (48) inches off the ground, and is designed in such a way that light is directed downward from a hooded light source.
- 1.14 Marine Turtle(s): Any specimen belonging to the species <u>Caretta caretta</u> (loggerhead turtle,) <u>Chelonia mydas</u> (green turtle), <u>Dermochelys coriacea</u> (leatherback turtle), <u>Eretmochelys imbricata</u> (hawksbill turtle), or any other Marine Turtle using St. Johns County Beaches as a nesting habitat.
- 1.15 Motorized Vehicle: Includes, but is not limited to, any self-propelled wheeled, tracked, or belted conveyance.
- 1.16 Nest: An area where Marine Turtle eggs have been naturally deposited or subsequently relocated.
- 1.17 Nesting Season: The period from May 1st through October 31st of each year.
- 1.18 New Construction: any horizontal or vertical building procedure requiring a County permit, issued after adoption of this Ordinance.
- 1.19 Night-time or Night: The period between sunset and sunrise as published in <a href="The St. Augustine Record">The St. Augustine Record</a> newspaper.
- 1.20 Point Source of Light: The actual light source such as the bulb, fluorescent tube, lamp, etc., from which light emanates.
- 1.21 Pole Light: Any Light Fixture, set on a base or pole where the Point Source of Light is higher than forty-eight (48) inches off the ground.
- 1.22 Primary Dune: The first natural or man-made mound or bluff of sand which is located landward of the Beach and which has substantial vegetation, height, continuity and configuration.
- 1.23 Tinted Glass: Any glass treated to achieve an industry approved inside to outside light transmittance value of 45% or less. Such transmittance is limited

to the visible spectrum (400 - 700 nanometers) and measured as the percentage of light that is transmitted through the glass.

- 1.24 Window Tint or Film: A material applied to the entire glass area of a window or door which attains a shading coefficient comparable to that prescribed for Tinted Glass.
- 1.25 Window Treatment: Any type of material that prevents or reduces the amount of interior light escaping outside, including, but not limited to, curtains, drapes, blinds, solar screens, non-reflective film and storm shutters.
- Section 2. Jurisdiction: The provisions of this Ordinance shall apply to all areas of St. Johns County, Florida. except for (1) those areas within the incorporated municipalities of the County, and (2) lands which are owned by the State of Florida or the United States federal government and over which the State or the federal government have established direct environmental regulation relating to Marine Turtles.

#### Section 3. Standards for New Construction.

- 3.1 Exterior Light Fixtures on New Construction shall comply with the following requirements:
  - (a) Except as otherwise permitted herein, the light source or any reflective surface of a Light Fixture on New Construction must not be visible from any point on the surface of the Beach.
  - (b) All Light Fixtures shall be shielded, recessed, and/or louvered to avoid possible violation of Section 3.1(a).
  - (c) Light Fixtures shall be low mounted through the use of bollards, ground level Light Fixtures, or low wall mounts, none of which shall be greater than 48" from the ground.
  - (d) Light Fixtures proposed for the seaward side of the property must be shielded low pressure sodium lamps of 60 watts or less or Bug Light bulbs of other types with bulbs of 5 watts or less.
  - (e) Light Fixtures for purely decorative or accent purposes shall not be used on the seaward side of the property.
  - (f) High intensity Light Fixtures, such as that proposed for roadways, shall utilize shielded low pressure sodium lamps. The number of Light Fixtures shall be the minimum necessary for human safety and

shall be positioned and mounted in a manner such that the Point Source of Light or any reflective surface of the Light Fixture is not visible from any point on the Beach.

- (g) Only low intensity lighting (i.e., 40 watts or less) shall be utilized in parking areas that are visible from any point on the surface of the Beach. Such lighting shall be set on a base which raises the source of light no higher than 48" off the ground and shall be positioned and shielded such that the Point Source of Light or any reflective surface of the Light Fixture is not visible from any point on the surface of the Beach. The light emanating from such Light Fixtures may not Directly, Indirectly or Cumulatively Illuminate the surface of the Beach.
- (h) Parking lots and roadways, including any paved or unpaved area upon which Motorized Vehicles will operate, shall be designed and positioned such that vehicular headlights do not cast light toward or onto the surface of the Beach. Hedges, native dune vegetation, and/or other Ground-level Barriers may be utilized to meet this objective.

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- (i) Notwithstanding other provisions of this Ordinance, during construction, temporary security lighting during the Marine Turtle Nesting Season (May 1- October 31) is strongly discouraged. Such security lights shall be shielded and under 4 foot Low-profile Light Fixtures. Low pressure sodium vapor lamps or low wattage yellow Bug Light bulbs shall be utilized for this purpose. Under no circumstances shall these lights Directly Illuminate any area of the surface of the Beach.
- (j) It is strongly advised that Tinted Glass or Window Film shall be utilized on all windows and glass doors visible from any point on the surface of the Beach.
- 3.2 Prior to the issuance of a final County approval or Certificate of Occupancy for any New Construction within the Jurisdiction of this ordinance, compliance with the beach-front lighting standards set forth in this ordinance shall be approved as follows:
  - (a) Prior to receiving a building permit for installation of any exterior Light Fixtures which are visible from the beach, the applicant must obtain approval by the Building Department that the exact type of exterior light fixtures to be used complies with this Ordinance.

- (b) Upon completion of New Construction activities the permit holder shall request a Building Department night survey of the site with all Light Fixtures turned on.
- (c) The Building Department shall complete such survey and prepare the inspection findings in writing identifying:
  - (1) The date and time of the inspection;
  - (2) The extent of compliance with the lighting standards;
  - (3) All areas of observed non-compliance, if any.
- (d) A copy of the inspecting findings will be delivered to the permit holder.

#### Section 4. Guidelines for existing development, including publicly owned lighting.

- Permanent exterior Lighting Fixtures on existing structures installed prior to the effective date of this Ordinance and which create Direct, Indirect, or Cumulative Illumination of the surface of the Beach shall be considered as existing development and the regulations set forth in this Section shall be met to achieve the purpose of this Ordinance.
- 4.2 Within thirty (30) days of the effective date of this ordinance, all existing exterior artificial Light Fixtures associated with existing structures shall meet the following standards during Night hours from May 1 to October 31 of each year:
  - (a) No Point Source of Light or any reflective surface of the Light Fixture shall be visible from any point on the surface of the Beach.
  - (b) Illumination of any area of the surface of the Beach through Direct Illumination is prohibited.
  - (c) Light Fixtures which have Direct Illumination completely shielded from the beach and which have non-reflective interior surfaces shall be used in all cases, except that other Light Fixture types that have appropriate shields, louvers, or cut-off features may also be used if they comply with subsection 4.2(a) above.
- 4.3 Exterior Light Fixtures, associated with existing structures, that do not comply with criteria set forth in Subsection 4.2 above, shall be modified from

May 1 to October 31 each year with one or a combination of the options listed below as necessary to rectify situations not complying with Subsection 4.2 above:

- (a) Reposition the Light Fixture so the Point Source of Light or any reflective surface of the Light Fixture is no longer visible from the surface of the Beach.
- (b) Replace Light Fixtures having an exposed Point Source of Light with Light Fixtures containing recessed, shielded, and/or louvered Point Sources.
- (c) Replace traditional light bulbs with yellow Bug Light bulbs not exceeding 40 watts.
- (d) Replace non-directional Light Fixtures with directional Light Fixtures that point down and away from the Beach.
- (e) Replace Light Fixtures having transparent or translucent coverings with Light Fixtures having opaque shields covering an arc of at least 180 degrees and extending below the bottom edge of the Light Fixture so the Point Source of Light is no longer visible from the surface of the Beach.
- (f) Replace Pole Lights with low-profile, low-level Light Fixtures so that the Point Source of Light or any reflective surface of the Light Fixture. is not visible from the surface of the Beach.
- (g) Replace incandescent, fluorescent and high intensity lighting with the lowest wattage low-pressure sodium vapor lamps possible for the specific application.
- (h) Plant or improve vegetation buffers between the Light Fixtures and the Beach to screen light from the surface of the Beach.
- (i) Construct a Ground-level Barrier to shield the Light Fixtures from the Beach. Ground-level Barriers must not interfere with Marine Turtle nesting, or Hatchling emergence, or cause short or long term damage to the Beach/dune system; and/or,
- (j) Permanently remove or disable any Light Fixture which cannot be brought into compliance with these standards.

4.4 Security Lighting: Nothing in this Ordinance is intended to or shall limit or discourage the use of flood lights or spot lights of any color activated by motion of a person or vehicle on the property. Any such light shall provide illumination for a period not to exceed 5 minutes each time motion is detected by it.

#### Section 5. Interior Lighting.

- One or more of the following measures shall be used as necessary to reduce Direct, Indirect and Cumulative Beach Illumination resulting from the Interior Light emanating from doors and windows within line-of-sight of the Beach from May 1 to October 31 each year during Night hours.
  - (a) Apply Window Tint or Film that meets the standards for Tinted Glass.
  - (b) Rearrange lamps and other moveable Light Fixtures away from windows.
  - (c) Use Window Treatments to shield interior lights from the Beach and, during the Nesting Season, draw operable coverings each Night; and/or
  - (d) Turn off unnecessary lights.

Section 6. <u>Cumulative Beach Illumination</u>. Extensive development with many light sources scattered over a relatively large area, or intense lighting from sporting or similar facilities may result in Cumulative Beach Illumination. Whenever such a situation is determined to exist, the facts shall be reported to the Board of County Commissioners for determination of action as may be appropriate.

#### Section 7. Prohibition of Activities Disruptive to Marine Turtles.

- 7.1 To protect nesting Marine Turtles and their Hatchlings, the following activities are prohibited on the Beach at Night during the Nesting Season:
  - (a) Campfires or bonfires.
  - (b) Any transient lighting, such as flashlights, torches, and gas lanterns, which purposely illuminates nesting Marine Turtles or Hatchlings so that it disrupts their behavior patterns. This prohibition does not apply to individuals with appropriate permits from federal and/or state agencies.

7.2 Horseback riding on the beach during the Nesting Season shall be permitted only seaward of the most recent high-tide line on the beach during times when such riding is allowed.

#### Section 8. Standards for Beach Access Points.

- 8.1 To increase general public awareness of the need for protecting Marine Turtles and to alert the public to possible penalties resulting from the molestation of Marine Turtles or the destruction of their Nests and eggs, the following standards shall apply:
  - (a) Permanent Marine Turtle information signs shall be posted at all public and multi-family private Beach Access Points provided with Dune crossovers by the Persons or entities that control such Beach Access Points (the "Property Owner"). The signs shall be:
    - (1) Standardized by the County;
    - (2) Supplied by the County at cost to private owners requiring such signs;
    - (3) Installed so that they are conspicuous to persons accessing the Beach at that particular point.
    - (4) Maintained in perpetuity by the private owner(s) such that information printed on the signs remains legible and conspicuous to beach users; and
  - (b) Removal of Sea Turtle information signs by person(s) other than the applicable property owner or his agent is prohibited.
  - (c) Existing Beach Access Points must comply with conditions of this Section within six (6) months of the effective date of this Ordinance. New Beach Access Points constructed after the effective date of this Ordinance must comply with conditions of this Section prior to issuance of a Certificate of Occupancy or final building approval, as applicable.

#### Section 9. Compliance Inspections, Penalties and Enforcement.

9.1 Night-time lighting inspections from the Beach shall be conducted at the beginning of each Marine Turtle Nesting Season and at least monthly during the Nesting Season to determine compliance or violations of this Ordinance.

These inspections shall be performed by County Code Enforcement Officers or qualified persons appointed or contracted by the County Administrator. These inspections shall include both public and private properties within jurisdiction of this Ordinance.

- 9.2 The County shall identify Artificial Lighting areas not in compliance with this Ordinance, and issue written notice to property owners whose properties are not in compliance with this Ordinance. Such notification shall include (1) the nature of the noncompliance; and (2) recommendations for remedial actions to put the subject property into compliance.
- 9.3 The enforcement procedures and the fines, citations, liens and penalties authorized by Chapter 162, Florida Statutes, include but not limited to Parts I and II, as amended, and any other statute or County ordinance may be used to enforce the provisions of this ordinance.
- 9.4 Each day that an offense or violation of this ordinance continues shall be deemed a separate offense.

#### Section 10. Community Education Effort.

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- 10.1 Each year this Ordinance is in effect, the County shall conduct a community education efforts to support the goal of protecting Marine Turtles against Artificial Light hazards.
- 10.2 The community education effort may include beach signage, printed materials and mailings, media advertising, and any other action deemed appropriate by the County.
- Section 11. Fourth of July Enforcement Exception. Notwithstanding any other provision of this Ordinance, Section 4 shall not be in force from 5:00 am, on July 4 until 1:00 am. of July 5 of each year on the Atlantic Ocean Beaches of St. Johns County south of the north side of the Vilano Road access ramp to the St. Augustine Inlet.
- Section 12. Conflicts. In the event this Ordinance conflicts with any other applicable regulations on this subject matter, the more restrictive shall apply.
- Section 13. Severability. If any section, part of a sentence, paragraph, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative, or void, for any Person, property or circumstance, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

Section 14. Effective Date. This Ordinance shall take effect upon receipt by the Secretary

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, State of Florida, this <u>27th</u> day of <u>April</u>, 1999.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: / / / / Clérk

EFFECTIVE DATE: \_\_\_05-03-99



PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

#### STATE OF FLORIDA, **COUNTY OF ST. JOHNS** Before the undersigned authority personally appeared. who on oath says that she is LINDA Y MURRAY \_ of the St. Augustine Record, a ACCOUNTING CLERK daily newspaper published at St. Augustine in St. Johns County, Florida: . that the attached copy of advertisement, being a \_ NOTICE OF PUBLIC HERING (DISPLAY ADVERTISEMENT) ESTABLISHMENT OF ORDINANCE/REGULATIONS in the matter of -AFFECTING THE USE OF LAND \_Court, was published in said newspaper in the issues of \_ MONDAY, MARCH 29. -1999 Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper. Sworn to and subscribed before me this 29th day of MARCH , 19 99 . \_ who is personally PERSONALLY KNOWN known to me or who has produced. (Type of Identification) identification. Zoe Ann Moss MY COMMISSION # CC641814 EXPIRES August 22, 2001 (Signature of Notary Public) (Seal) ANN ZOE MOSS

(Print, Type or Stamp Commissioned Name of Notary Public)

TO THE THE PARTY OF THE PARTY O

## NOTICE OF PV CIC HEARINGS OF THE A JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS ON ESTABLISHMENT OF ORDINANCE/REGULATIONS AFFECTING THE USE OF LAND

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Sti Johns County, Florida, at a regular meeting on Tuesday, April 13, 1999 at 130 p.m. and Tuesday, April 27, 1999 at 5:30 p.m. in the County Auditorium at the County Administrative Complex 4020 Lewis Steedway (County Road 16 A and U.S.) North), St. Augustine, Florida will hold public hearings to consider adoption of the following proposed ordinance:

AN ORDINANCE OF THE ST. JOHNS COUNTY, FLORIDA, ESTABLISHING A LIGHTING MANAGEMENT PLAN FOR THE PROTECTION OF NESTING MARINE TURTLES AND THEIR HATCHLINGS PROVIDING DEFINITIONS. PROVIDING LIMITATIONS OF JURISDICTION EXCLUDING INCORPORATED MUNICIPALITIES AND CERTAIN STATE AND FEDERAL PROPERTIES. PROVIDING GUIDELINES FOR LIMITATION OF NEW AND EXISTING PRIVATE AND PUBLIC EXTERIOR LIGHTING. TO MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING GUIDELINES FOR LIMITATION

OF INTERIOR LIGHITNO TO MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING FOR ACTION IN CERTAIN CASES OF CUMULATIVE BEACH ILLUMINATION; DEFINING PROHIBITED ACTIVITIES DISRUPTIVE

TO MARINE TURILES, DEFINING STANDARDS FOR BEACH ACCESS POINTS, PROVIDING FOR COMPLIANCE INSPECTIONS, PENALITIES AND ENFORCEMENT, PROVIDING FOR A FUNDED COMMUNITY EDUCATION FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners, at: the Stillohns County Administration, Complex, 4020 Lewis Speedway (CR. 16A and U.S. #1); Stillohns Florida and may be examined by parties interested prior to the said public hearings. Please take note that the ordinance is subject to revision



the ordinance is subject to revision

prior to the hearings or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearings. If (1950) (195

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS! In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceedings should contact ADA Coordinator, at (904) 823-2501 or at the County Administration Building, 4020 Lowis Speedway, St. Augustine, FL 32095. For hearing impaired individuals, Telecommunication Device; for the Deaf (TDD.) 823-2501 or Florida Relay Service; 1-800-955-8770, no later than 4 days prior to the date of the hearing.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, ITS CLERK
By: Patricla DeGrande, Deputy Clerk

#### THE ST. AUGUSTINE RECORD

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared Linda Y. Murray who on oath says that she is Accounting Clerk of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement, being a

NOTICE OF PUBLIC HEARING (DISPLAY ADVERTISEMENT)

in the matter of ESTABLISHMENT OF ORDINANCES/REGULATIONS

AFFECTING THE USE OF LAND

in the

Court, was published in said newspaper in the issues of

WEDNESDAY, APRIL 14, 1999

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 15TH day of APRIL, 1999,

by \_\_\_\_\_ who is personally known to me or who has produced PERSONALLY KNOWN as identification.

(Signature of Notary Public)

Zoe Ann Moss
My COMMISSION / CC641814 EXPIRES

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Zoe Ann Moss

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# O. HE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS ON ESTABLISHMENT OF ORDINANCE/REGULATIONS AFFECTING THE USE OF LAND

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, at a regular meeting on Tuesday, April 13, 1999 at 1:30 p.m. and Tuesday, April 27, 1999 at 5:30 p.m. in the County Auditorium at the County Administrative Complex, 4020 Lewis Speedway (County Road 16-A and U.S. 1 North), St. Augustine, Florida will hold public hearings to consider adoption of the following proposed ordinance:

AN ORDINANCE OF THE ST. JOHNS COUNTY, FLORIDA, ESTABLISHING, LIGHTING MANAGEMENT, PLAN FOR THE PROTECTION OF NESTING MARINE TURTLES AND THEIR HATCHLINGS: PROVIDING DEFINITIONS PROVIDING LIMITATIONS OF JURISDICTION EXCLUDING INCORPORATED MUNICIPALITIES AND CERTAIN STATE AND FEDERAL, PROPERTIES PROVIDING GUIDELINES FOR LIMITATION OF NEW, AND EXISTING PRIVATE AND PUBLIC EXTERIOR LIGHTING, TO: MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING GUIDELINES FOR LIMITATION OF INTERIOR LIGHTING TO: MINIMIZE ADVERSE EFFECT ON MARINE TURTLES; PROVIDING FOR ACTION IN CERTAIN CASES OF CUMULATIVE BEACH ILLUMINATION; DEFINING PROHIBITED ACTIVITIES DISRUPTIVE

TO MARINE TURILES, DEFINING
STANDARDS FOR BEACH
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FOR COMPLIANCE,
INSPECTIONS, PENALITIES AND
ENFORCEMENT, PROVIDING FOR
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EDUCATION EFEORT
PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY,
AND PROVDING AN EFFECTIVE
DATE

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the St. Johns County Administration Complex 4020 Lewis Speedway (CR. 16A and U.S. #1). St. Augustine, Florida and may be examined by parties interested prior to the said public hearings. Please take note that the ordinance is subject to revision.

ST. JOHNB
COUNTY

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prior to the hearings or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearings.

If a person decides to appeal any decision made with respect to any matter considered at the hearings, such person will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpretent of participate in the proceedings should contact ADA Coordinator, at (904) 823;2501 or participate in the proceedings should contact ADA Coordinator, at (904) 823;2501 or at the County Administration Building, 4020 Lewis Speedway; St. Augustine, FL 32095. For hearing impaired individuals, Telecommunication Device for the Deat (TDD.) 823-2501 or. Florida Relay Service: 1-800-955-8770, no later than 4 days prior to the date of the hearing.

BOARD OF COUNTY COMNISSIONERS

BOARD OF COUNTY COMNISSIONERS.
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, ITS CLERK.

By: Patricia DeGrande; Deputy Clerk

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