

St. Christopher HOA
Vero Beach, FL

February 1, 2018

Roland M. DeBlois
Chief
Environmental Planning & Code Enforcement
Indian River County
1801 27 Street
Vero Beach, FL 32960

Re: Head Island Dredging Agreement/Payment

Thanks for meeting with me last week.

St. Christopher HOA final payment is due. As per the "Agreement for Dredging and Improvement of Green Salt Marsh Conversation Area (AKA Head Island), dated 12/15/2015; and signed notarized 3/29/16. The HOA's agreed upon contract amount was \$45,884.71, upon completion of the agreement's terms.

Our agreement with the County clearly states in paragraph 5: "dredging and removal of the land bridge to restore tidal flow and to restore a navigable channel for boating access east of Head Island...".

As you know, numerous challenges were met with this project. The County's contractor used a truck for land removal of the dredged material. In the end, unfortunately, the "navigable channel for boating access" was not the result. The channel remains ankle deep. The channel access as per our contract/agreement was not restored.

The HOA wishes to resolve the outstanding obligation to the County through an adjusted payment. Enclosed is a check in the amount of \$30,000 as full payment under the terms of our dredging agreement. The HOA feels this is a fair settlement of the matter. The HOA requests that the County accept this payment in full satisfaction of all obligations due under the Head Island Dredging Agreement.

Please let me know if this is acceptable to the County and that we do have a final resolution of the Agreement.

Thank you in advance.


Anna Garramone
Vice President
St. Christopher HOA
914-924-0841
annag713@gmail.com

ATTACHMENT 3

ST CHRISTOPHER'S HARBOR HOA, INC.
2146 ISLAND DR
VERO BEACH, FL 32963

1030

63-677/670
12

1/30/18

DATE

CHECK NUMBER

PAY TO THE
ORDER OF

Indian River County
thirty thousand dollars

\$ 30,000

DOLLARS



Photo
Safe
Deposit
Center of Bank



HARBOR
COMMUNITY BANK
Banking the way it used to be

FOR

Had Island Bay in full

[Signature]

⑆067006775⑆

1083431⑆

1030

Harland Clarke

Endorsement of this check
acknowledges payment in full
under agreement dated 12-15-15
between Indian River County
& St. Christopher's Harbor HOA

Roland Deblois

From: Roland Deblois
Sent: Wednesday, June 13, 2018 4:31 PM
To: 'shep6352@gmail.com'
Cc: ME; 'prtav@att.net'; Anthony Mirti; Eileen Gumpel; Stan Boling; Bill Debraal
Subject: FW: Head Island - Agreement for Dredging and Improvement
Attachments: St Chris HOA Ltr w 30K paymnt 1-30-18.pdf; Head Island Sounding Drawing 4-12-2018-Layout2.pdf

Mr. Sheppard – I am emailing with regard to the status of St. Christopher Harbor HOA's reimbursement to the County for the Head Island land bridge removal, per the 12/12/15 "Agreement for Dredging and Improvement" between the County and the HOA.

On February 1, HOA Vice President Anna Garramone transmitted to me on behalf of the HOA a check in the amount of \$30,000 as "full pay" of the HOA's share under the Agreement (see attached). The check was presented noting "endorsement of this check acknowledges payment in full under agreement dated 12-15-15 between Indian River County and St. Christopher Harbor HOA." In that only the Board of County Commissioners can authorize acceptance of \$30,000 as "payment in full" (less than the \$45,884.71 indicated in the Agreement), staff has not processed the check. In the interim, county staff requested that Scott McGuire, who assisted the County with engineering certification for the project, take depth soundings of the dredged area to determine consistency with the issued ACOE and FDEP permits. To that end, Scott has provided the attached sounding information, which demonstrates that the depths of the dredged area are consistent with the issued permits.

Staff is planning to bring this matter to the Board of County Commissioners at its meeting on July 10, 2018, for the Board to consider the HOA's offer of \$30,000 as "payment in full." Be advised, however, that due to the findings of the depth soundings, the Board may not be amenable to a reduced reimbursement. It would be in the HOA's best interest to have a representative at the July 10 meeting.

If you have any questions, please let me know.

Roland M. DeBlois, AICP
Chief, Environmental Planning
& Code Enforcement Section
Indian River County
1801 27th Street, Bldg. A
Vero Beach, FL 32960-3388
Phone: (772) 226-1258
Fax: (772) 978-1806
rdeblois@ircgov.com

From: ralph sheppard [<mailto:shep6352@gmail.com>]
Sent: Wednesday, October 11, 2017 11:23 AM
To: Roland Deblois <rdeblois@ircgov.com>; ME <annag713@gmail.com>; Peter Tyson <prtav@att.net>; Anthony Mirti <aemirti@gmail.com>; Eileen Gumpel <egumpel510@gmail.com>
Subject: Re: Head Island - Agreement for Dredging and Improvement

Roland,

I endeavored to get an idea of the cost to finish the work that was expected under our agreement with the County. The best I could do was get a "guesstimate" and it was based on very rough calculations. I

subsequently reached out to other contractors and could not even get a return call. That said, the rough estimate I was given was \$25-\$30,000. Having no way to verify this number my intention was to convene another meeting with our Board and then meet again with the County.

We are trying to get everyone in attendance over the next 2 weeks and I will get back to you immediately thereafter.

ralph sheppard
president, SCHHA

On Oct 6, 2017, at 2:03 PM, Roland DeBlois <rdeblois@ircgov.com> wrote:

Mr. Sheppard - I am emailing with reference to your and Peter Tyson's June 2 meeting with Community Development Director Stan Boling, Deputy County Attorney Bill DeBaal, and me concerning the St. Christopher's Harbor Homeowner's Association's (SCHHA's) due payment of its share of costs for the Head Island channel restoration.

At the June 2 meeting, it was agreed that you would look into the costs and permitting to maintenance dredge a portion of the channel beyond the area of the land bridge removal that occurred under the cost-share project. It was also discussed that, if such maintenance dredging was potentially forthcoming within the range of \$10,000, the County may agree to escrow that amount of the payment received from the SCHHA for that purpose.

I have not heard back from you with regard to your findings, and irrespectively, the SCHHA's agreed-to payment under the Head Island Agreement is substantially overdue. Accordingly, you are advised to transmit the payment to avoid SCHHA default and County legal action to recover costs.

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Fax: (772) 978-1806
rdeblois@ircgov.com

From: Roland DeBlois
Sent: Thursday, May 25, 2017 3:35 PM
To: 'ralph sheppard' <shep6352@gmail.com>; Peter Tyson <prtav@att.net>
Cc: Stan Boling <sboling@ircgov.com>; Bill DeBaal <BDebaal@ircgov.com>
Subject: RE: Head Island - Agreement for Dredging and Improvement

Friday, June 2 at 9 a.m. here at the County Planning Office works.

Thank you, see you then.

Roland M. DeBlois, AICP
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& Code Enforcement Section
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From: ralph sheppard [<mailto:shep6352@gmail.com>]
Sent: Wednesday, May 24, 2017 2:58 PM
To: Roland DeBlois <rdeblois@ircgov.com>; Peter Tyson <prtav@att.net>
Subject: Re: Head Island - Agreement for Dredging and Improvement

Roland,

Peter Tyson and myself can be at your office 9AM June 2nd if that will work. Otherwise we can find another mutually agreeable time and date.

ralph sheppard, president
schha
shep6352@gmail.com

On May 22, 2017, at 10:25 AM, Roland DeBlois <rdeblois@ircgov.com> wrote:

Mr. Sheppard – county staff are generally available to meet on Friday, June 2.

Please let me know if that day works, and what time of day.

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& Code Enforcement Section
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rdeblois@ircgov.com

From: ralph sheppard [<mailto:shep6352@gmail.com>]
Sent: Monday, May 22, 2017 7:55 AM
To: Roland DeBlois <rdeblois@ircgov.com>
Cc: ME <annag713@gmail.com>; Anthony Mirti <aemirti@gmail.com>; Peter Tyson <prtav@att.net>; Eileen Gumpel <egumpel510@gmail.com>; Stan Boling <sboling@ircgov.com>; Bill Debraal <BDebraal@ircgov.com>; Scott McGuire <scottm@knightmcguire.com>
Subject: Re: Head Island - Agreement for Dredging and Improvement

Roland,

Thank you for your response. With all due respect, we clearly do not see this situation from the same perspective. We are clear that the permit(s) and inspections are complete. That said, I think it would be best if we meet. I would encourage you to have in attendance anyone the County feels is necessary to discuss this situation. It is not our intention to be unreasonable, however, we are relying on our contract with the County, which was prepared by the County, to clarify the position we have expressed regarding the incomplete nature of the work.

Please give me some lead time on a meeting as I will have to coordinate the schedules of several individuals who will want to be present.

ralph sheppard, president
schha
shep6352@gmail.com

On May 18, 2017, at 10:00 AM, Roland DeBlois <rdeblois@ircgov.com> wrote:

Mr. Sheppard – I am responding to your email regarding the Head Island (a.k.a. Green Salt Marsh) channel restoration. With regard to the permitted work, Indian River County received an engineer's certification of completion as well as Florida Department of Environmental Protection (FDEP) and Army Corps of Engineers (ACOE) confirmation that the project was completed in accordance with the environmental permits issued for the work.

The County's contractor excavated the "land bridge" accessing Head Island, as well as three berm breaches, in accordance with the specifications of the FDEP and ACOE permits. The FDEP and ACOE permits, originally obtained by the HOA and administered by the County, did not include any excavation of the channel beyond removal of the land bridge. Your email erroneously implies that, in entering into the agreement, the County committed to restoring navigational access beyond removal of the land bridge as specified in the permits.

Unless the HOA can demonstrate that the County did not complete the project in accordance with the FDEP and ACOE permits, the County expects the HOA to honor its agreement. If the HOA chooses not to honor its agreement and refuses to pay its agreed to share of costs, the County will find the HOA in default and will proceed accordingly with legal action to recover costs.

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Fax: (772) 978-1806
rdeblois@ircgov.com

From: ralph sheppard [<mailto:shep6352@gmail.com>]

Sent: Monday, April 10, 2017 10:55 AM

To: Roland DeBlois <rdeblois@ircgov.com>; ME <annag713@gmail.com>; Anthony Mirti <aemirti@gmail.com>; Peter Tyson <prtav@att.net>; Eileen Gumpel <egumpel510@gmail.com>

Subject: Head Island

Mr. DeBlois,

I am following up on our conversation last week as it pertains to the Agreement for Dredging and Improvement of Green Salt Marsh Conservation Area (AKA Head island) ("the agreement") entered into on December 15, 2015 by the Board of County Commissioners of Indian River County ("the County") and St. Christopher's Harbor Homeowner's Association ("SCHHA"). (attached)

Pursuant to the agreement, SCHHA has certain obligations to pay the County, as reimbursement, subsequent to the County completing the project as it is further described in the agreement. Summarily, it is the position of SCHHA that the project was not completed to the full extent of the terms and conditions agreed to when SCHHA entered into the agreement with the County. Prior to entering into the agreement SCHHA has endeavored to accomplish the removal of the land plug installed by the County or an agency of the County. The primary goal of the project was to restore and establish a navigable passage through the original natural deep water channel lying between Head Island and the land immediately to the North.

When the County agreed to complete the aforementioned project, as part of the agreement, SCHHA was to turn over, assign, and otherwise relinquish all proprietary materials, permits, surveys, and all other work product in their possession as it pertained to the project. It was disclosed, clearly, to the County that SCHHA had considerable time, money and sweat equity invested over no less than 10 years with the intention of removing the earth plug and restoring a navigable channel as it existed prior to the earth plug being installed.. By so doing, the natural water flow and historic channel would provide safe navigable passage to the contiguous waters immediately West, Northwest of the channel.

It is the position of SCHHA that this was not accomplished. Further, SCHHA is relying on the agreement which specifically speaks to this issue in paragraph 4 wherein specific reference is made to “....restore a navigable channel for boating access...” and likewise to paragraph 5 which is clearly referring to “....providing more direct boater access to deep water channels in the area...”

The agreement, and the specific language, was the result of extensive discussions and SCHHA was relying on the County to see that these goals were met. As mentioned already, SCHHA does not feel that this was accomplished and that the project, which was entirely and unilaterally administered by the County, was never completed accordingly.

While there is much more that factors into this situation, I am intentionally keeping this communication brief. I am available to sit and discuss this matter while we seek reasonable solutions to accomplish the completion of the project.

Ralph Sheppard, President
SCHHA
shep6352@gmail.com