

**Board of
Commissioners Meeting
March 15, 2014**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Saturday, March 15, 2014

**Hyatt Regency Jacksonville Riverfront
225 East Coastline Drive
Jacksonville, Duval County, FL 32202**

Item 1. Call to Order.

Chair Kavanagh will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Bowman will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary Cuozzo will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Committee to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

(Consent agenda follows colored page)

RECOMMEND: Approval of the Consent Agenda.

- A) Marine Industries Association of the Treasure Coast Waterways Cleanup Program Funding Request, Martin, St. Lucie and Indian River Counties.
 - B) Volusia County Waterway Cleanup Program Funding Request, Halifax River and Indian River Lagoon, Volusia County.
 - C) Keep Jacksonville Beautiful Waterway Cleanup Program Funding Request, Duval County.
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Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should make an effort to fill out a speaker card or communicate with staff prior to that agenda item.*

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- February 14, 2014 – Legislative Committee Mtg. (Please see back up pages 6 - 10).
- February 14, 2014 – Finance & Budget Comm. Mtg. (Please see back up pages 11 - 15).
- February 14, 2014 – Board Meeting (Please see back up pages 16 - 39).

RECOMMEND: Approval of the minutes as presented.

Item 8. Comments from the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelly Trulock is scheduled to present an update on projects and activities.

(Please see back up pages 40 - 43)

Item 9. Staff Report on Duval County Area Projects.

Staff will present a report on the District's Duval County area projects.

(Please see back up pages 44 - 66)

Item 10. Presentation and Discussion of Dredge Material Management Area (DMMA) NA-1, Nassau County.

Mr. Bob DiRienzo of Taylor Engineering is scheduled to provide a presentation to the Board regarding the recent successful construction of Dredge Material Management Area (DMMA) NA-1 in Nassau County. Several unique and interesting features made for a challenging project, and Mr. DiRienzo will provide information and pictures documenting site construction.

This site was constructed and is necessary for the forthcoming dredging of Reach 1 in Nassau County.

(Please see back up pages 67 - 70)

Item 11. **Scope of Services and Cost Proposal for Evaluation of Additional Soil Investigations and the Two-Year Continuation of the Required Salinity Monitoring Plan for Dredge Material Management Area (DMMA) SJ-14, St. Johns County.**

Several weeks ago, staff and representatives of Taylor Engineering met with officials from the Florida Department of Environmental Protection (FDEP) onsite at DMMA SJ-14. This field meeting was requested by FDEP to discuss the existing settlement order and evaluate the current condition of the impacted freshwater wetlands within the site buffer area.

FDEP staff recommended evaluating the removal of additional pockets of soil in the impacted area if the soil pockets could be identified and effectively removed. Staff has requested that Taylor Engineering examine the current soil conditions and evaluate the feasibility of removing additional soil at a reasonable cost. The proposed work is necessary to adhere to the FDEP consent order. The proposal is a not to exceed proposal.

In addition, Mr. Chris Ellis of Taylor Engineering is prepared to provide a brief presentation on the history of the events and the current status of the remediation efforts at this site.

(Please see back up pages 71 - 79)

RECOMMEND: Approval of a scope of work and cost proposal in the amount of \$19,439.80 from Taylor Engineering for evaluation of additional soil investigations and a two-year salinity monitoring plan for DMMA SJ-14, St. Johns County.

Item 12. **Presentation and Discussion of the Brevard County and Indian River County Seagrass Mitigation Opportunities.**

Dr. Steve Schropp of Taylor Engineering is scheduled to provide an update and presentation to the Board regarding the ongoing efforts to identify pre-project benthic mitigation areas in Brevard and Indian River Counties.

While staff continues to engage the permitting and review agencies on the subject of mitigation for maintenance, it is necessary and beneficial to FIND to pre-identify those areas of the waterway in each county that may afford opportunities for mitigation of potential project expansion impacts (deepening, widening etc.), inventory these sites, and maintain their availability into the future.

(Please see back up pages 80 - 87)

Item 13. **Scope of Services and Cost Proposal for SuperBase Database Conversion to Microsoft Access.**

The District's current database system is SuperBase, an obsolete and abandoned program that was first purchased in 1997. For the past seven years, the program has failed to be updated and it is now no longer compatible with the 64-bit computer systems that are the new base standard for hardware architecture.

An extensive update to our existing database is required and staff has requested professional assistance to initiate the conversion. Staff has elicited three fee quotes for this service and is recommending Avanti Technologies, Inc., the second lowest bidder. The firm has visited our office, reviewed our current system, and appears capable of providing the requested services. The low bidder is based in Colorado and will not be able to provide "hands on" consultation and therefore is not recommended.

(Please see back up pages 88 - 101)

RECOMMEND: Approval of a scope of services and cost proposal in the amount of \$5,145.00 from Avanti Technologies, Inc. for database conversion and update.

Item 14. **FIND Lease Agreement for Waterway Park, Palm Beach County.**

The District owns a narrow waterfront parcel between the Intracoastal Waterway (ICW) and Palm Beach County's newest proposed waterfront facility – Waterway Park. Phase I (design, engineering & permitting) of this park was part of the District's approved Waterway Assistance Program list in 2010. Phase II (construction) was approved by the Board in 2013. The park is located on the southwest side of Indiantown Road Bridge in Jupiter, Florida. Palm Beach County has requested to lease the north 800 feet of the FIND Parcel for use as a public waterfront park for the construction of a boat ramp and fishing pier.

(Please see back up pages 102 - 121)

RECOMMEND: Approval of a 30-year lease to Palm Beach County for construction and operation of a boat ramp and fishing pier at Waterway Park.

Item 15. **Finance and Budget Committee Report.**

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on their agenda.

(Please see Finance and Budget Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District's Finance and Budget Committee.

Item 16. Washington Report.

The District's Washington DC government relations firm has submitted a status report on their activities on the District's federal issues.

(Please see back up pages 123 - 129)

Item 17. Additional Staff Comments and Additional Agenda Items.

Item 18. Additional Commissioners Comments.

Item 19. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or 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.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Legislative Committee Meeting
8:00 a.m., Friday, February 14, 2014
Hilton Garden Inn at PGA Village
8540 Commerce Centre Drive
Port St. Lucie, St. Lucie County, Florida 34986**

ITEM 1. Call to Order.

Acting-Chair Blow called the meeting to order at 8:03 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Acting-Chair Blow, Commissioner Isiminger, and Commissioner Sansom were present. Ms. Zimmerman stated that a quorum was present. Commissioners Chappell and Crowley were absent.

ITEM 3. Election of a Committee Chair.

Acting-Chair Blow nominated Commissioner Isiminger as Chair of the Legislative Committee. The motion was seconded by Commissioner Sansom. Acting-Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 4. Additions or Deletions.

Committee Chair Isiminger asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were none.

Commissioner Sansom made a motion to approve the final agenda as presented. The motion was seconded by Commissioner Blow. Chair Isiminger asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Public Comments.

Chair Isiminger asked if there were any public comments on issues that are not on today's agenda. He noted that all comments regarding a specific agenda item will be considered following the committee's discussion of that agenda item. There were none.

ITEM 6. Tallahassee Report.

Mr. Crosley distributed a memo from Jon Moyle regarding the Florida Legislative activity and Bills of Interest to FIND.

Commissioner Sansom noted that there is increased interest by the Senate Appropriations Chairman for enhanced funding to better manage the fresh water discharges from Lake Okeechobee. He stated that there is support to provide approximately \$20 million in additional funds to perform additional dredging of muck that has accumulated in the Indian River Lagoon. He stated that FIND may be asked to assist in the Indian River Lagoon muck dredging efforts if the muck dredging initiative is funded.

Mr. Crosley stated that currently, there is no requirement that Special Taxing District's register their lobbyists. He stated that the District is working on a Registered Lobbyist Policy that will be presented for discussion and approval at an upcoming District Board meeting.

ITEM 7. Washington D.C. Report, 2015 Federal Funding Request.

Mr. Crosley stated that staff prepared a 2015 federal funding request package to distribute during our Washington D.C. visit. He stated that Commissioner Cuozzo, Commissioner McCabe, Commissioner Sansom, and Commissioner Williams along with Jim Marino from Taylor Engineering are traveling to Washington D. C. He stated that the trip will take place at the end of February.

Chair Isiminger stated that there are three important issues that should be discussed during the Washington D.C. trip; waterway funding, the Magnuson-Stevens Act Reauthorization, and the Water Resources Development Act (WRDA). He stated that he would encourage expanding the discussion to seagrass issues and how it affects the District's ability to dredge.

Mr. Crosley stated that he will review and discuss strategy with the District's Washington D.C. representative before the trip.

Commissioner Sansom stated that the District needs to focus on the Magnuson-Stevens Act to give it some flexibility. Chair Isiminger stated that we should also focus on putting in some meaningful time-frames, such as if the Corps does not hear from the National Marine Fisheries Service within a certain amount of time, they could proceed with a project.

Commissioner Blow stated that an important element of the time-frame issue is how the delays affect jobs and economic activity.

Mr. Crosley stated that the District will present the projects and funding requests to our federal representatives. He reviewed the proposed budget and noted that we will make an effort to plus-up those numbers. He noted that the District manages the Atlantic

Intracoastal Waterway, the Intracoastal Waterway, and the Okeechobee Waterway and staff has identified a minimum of one project in each of these waterways. He stated that federal funding for the Okeechobee Waterway is most important.

Mr. Crosley stated that while in Washington D.C., staff plans to discuss funding for the following projects; Indian River County Dredging Reach I, which can be tied into the muck dredging project, the Broward County Reach I, dredging project, and the maintenance dredging of Reach 2 in Brevard County.

Commissioner Blow made a motion to approve a recommendation to the full Board of the 2015 federal funding requests. The motion was seconded by Commissioner Sansom. Chair Isiminger asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Additional Staff Comments and Additional Agenda Items.

Chair Isiminger asked if there were any additional staff comments. There were none.

ITEM 9. Commissioners Comments.

Chair Isiminger asked if there were any additional commissioner comments.

Commissioner Blow stated that he has pictures of the waterway for staff to take to Washington D.C. He asked if any commissioner has waterway action pictures that could be taken to Washington to please provide them to the District staff. He noted that with all the people visiting the Washington representatives each year, pictures seem to get their attention and it demonstrates that the waterways have value other than commercial traffic.

ITEM 10. Adjournment.

Chair Isiminger stated that hearing no further business the meeting was adjourned at 8:27 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:30 a.m., Friday, February 14, 2014

Hilton Garden Inn at PGA Village

8540 Commerce Centre Drive

Port St. Lucie, St. Lucie County, Florida 34986

ITEM 1. Call to Order.

Committee Chair Blow called the meeting to order at 8:33 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow, Commissioner McCabe, and Commissioner Sansom were present. Ms. Zimmerman stated that a quorum was present. Commissioner Bowman arrived to the meeting at 8:35 a.m. Commissioner Chappell was absent.

ITEM 3. Additions or Deletions.

Chair Blow asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that there are no additions or deletions to the agenda and he distributed additional agenda information.

ITEM 4. Public Comments.

Chair Blow asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for December of 2013.

Mr. Crosley presented the District's financial statements for December of 2013.

Mr. Crosley noted that Broward County is working on a lease agreement which will allow FIND to use the Port Everglades site and the District has provided a \$2.5 million deposit which the county has placed in an escrow account. He stated that before the District can move forward on this project, FIND must have a lease agreement in place, hopefully by the end of March. Chair Blow asked if the escrow funding will be held in an interest bearing account. Mr. Crosley answered no.

Mr. Crosley stated that there is one payment left on the V-26 land sale contract.

Mr. Scambler stated that the Suntrust Savings account is a low interest bearing account that is used to deposit tax revenue. He stated that staff will be drawing down that account and moving it to another bank in April or May in an effort to obtain a higher interest rate.

Mr. Scambler stated that the CD at Compass Bank has come up for renewal and staff has been having trouble finding a good interest rate. He stated that at this time, banks are flush with cash and it is expensive for them to collateralize the District's funds. He stated that he has received an offer from Gateway Bank of Florida to collateralize \$5 million and provide an interest rate of 0.30%.

Mr. Crosley stated that staff has reviewed the current budget and has found \$2.6 million that can be moved to cover expenses identified in the upcoming budget amendment. He asked for questions. There were none.

Commissioner Bowman made a motion to approve a recommendation to the full Board of the financial statements for December of 2013. The motion was seconded by

Commissioner McCabe. Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. December 2013 Expenditure and Project Status Reports.

Mr. Crosley presented the Expenditure and Project Status Reports for December, 2013.

Chair Blow asked for questions. There were none.

ITEM 7. FY 2013-2014 Budget Amendment Number One.

Mr. Crosley presented Budget Amendment Number One to the FY 2013-2014 budget. He stated that the amendment is being made to adjust the carry forward funds to reflect what was actually expended in the FY 2013-2014 budget, and to formalize actions taken by the Board on financial items to date.

Mr. Crosley stated that this amendment will add funding to the District's ICW Dredging General and Derelict Vessel accounts.

Mr. Crosley stated that the Ponce Inlet and Crossroads Dredging projects are almost complete. He asked for questions.

Commissioner Isiminger asked about funding for the FIND Display and he questioned that there were discussions about the display because it is too heavy and difficult to set-up. Mr. Crosley stated that there is additional work to be done to the display. He noted that the display is very large and not very portable. He stated that ideally, the display should be placed where it can be setup for 30-days or longer.

Commissioner Bowman suggested staff provide new commissioners pictures of the display.

Commissioner Bowman asked about the Land General account. Mr. Crosley stated that account is funding that has been identified for land acquisition deposits and various small projects, such as fence repairs.

Commissioner Sansom made a motion to approve a recommendation to the full Board of Resolution No. 2014-01 for Budget Amendment No. 1 to the FY 2013-2014 Budget. The motion was seconded by Commissioner Bowman. Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority actions and stated that three actions were taken from January 7, 2014 through February 5, 2014 and are presented for committee review. He asked for any questions.

Chair Blow asked about the installation of a heavy-duty gate at DMMA SJ-1 in St. Johns County. Mr. Crosley stated that we have had vandalism from large trucks to our fence and gate at that site.

Commissioner Sansom stated that surveillance equipment has become quite reasonable. He inquired if the District has investigated installation of motion detection cameras at the District's sites. Mr. Crosley stated that staff has discussed that issue, and noted that the limiting factor at some sites would be the lack of electrical service. Chair Blow noted that there are battery operated cameras.

Mr. Marino, of Taylor Engineering stated that they have received inquiries from other Districts about cameras that will sit inside waterway marker posts. He stated that there are many installation options for cameras including some that completely hide the camera.

Commissioner Sansom suggested looking into surveillance cameras and also the installation of signs on all sides of the fence at each site noting camera surveillance.

ITEM 9. **Additional Agenda Items or Staff Comments.**

Chair Blow asked if there were any additional agenda items or staff comments. There were none.

ITEM 10. **Additional Commissioners Comments.**

Chair Blow asked if there were any additional Commissioner comments. There were none.

ITEM 11. **Adjournment.**

Chair Blow stated that hearing no further business the meeting was adjourned at 9:05 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:00 a.m., Friday, February 14, 2014

Hilton Garden Inn at PGA Village

8540 Commerce Centre Drive

Port St. Lucie, St. Lucie County, Florida 34986

ITEM 1. Call to Order.

Chair Kavanagh called the meeting to order at 9:10 a.m.

ITEM 2. Pledge of Allegiance.

Chair Kavanagh led the pledge of allegiance to the flag of the United States of America.

ITEM 3. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Kavanagh, Treasurer Blow, Commissioners Bowman, Dritenbas, Isiminger, McCabe, Netts, Sansom, and Williams were present. Ms. Zimmerman stated that a quorum was present. Vice-Chair Chappell, Secretary Cuzzo, and Commissioner Crowley were absent.

ITEM 4. Consent Agenda.

Chair Kavanagh asked if there were any comments or questions regarding the Consent Agenda. There were none.

Commissioner Dritenbas made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner Sansom. Chair Kavanagh asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Additions or Deletions.

Chair Kavanagh asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that he would like to add to the agenda, Item 21A, Alternative Trucking Route, IWW Deepening Project, Broward County.

Commissioner Dritenbas made a motion to approve the final agenda as amended. The motion was seconded by Commissioner Sansom. Chair Kavanagh asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Public Comments.

Chair Kavanagh asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 7. Board Meeting Minutes.

Chair Kavanagh asked if there were any comments or questions regarding the Board Meeting Minutes.

Treasurer Blow referred to Item 17A and stated that Vice-Chair Chappell did not say that the invoice should not show the staff member name.

Commissioner Bowman made a motion to approve the minutes as amended. The motion was seconded by Commissioner Dritenbas. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Comments from the U.S. Army Corps of Engineers.

Ms. Shelley Trulock, the Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (Corps), stated that the dredging of the Atlantic Intracoastal Waterway (AIWW) at Sawpit has been completed. She stated that dredging and tilling has been completed and the contract closeout is underway. She stated that this project went very smoothly and this is the last report on the AIWW Sawpit project.

Mr. Scambler referenced the District's funding and asked when the District could expect a refund. Ms. Trulock stated that per procedure, all contract items must be closed out. She stated that upon final payment to the contractor, the refund amount would be per the contract cost, minus the administrations costs.

Ms. Trulock stated that for the IWW Indian River Reach 1 Dredging Project, the Corps has received a concurrence from the Florida Department of Environmental Protection (FDEP) regarding the presence of seagrass within the pipeline route and that the dredging is also exempt since the material will be placed upland into DMMA IR-2. She stated that the Corps is required to complete an informal consultation with the National Marine Fisheries Service (NMFS), but it has not been scheduled. She stated that she has been in contact that with NMFS to schedule this consultation. She stated that the current schedule shows that dredging will start in August 2014 within Indian Reach I.

Ms. Trulock stated that the IWW Bakers Haulover and Jupiter dredging projects will be funded by Hurricane Sandy emergency supplemental funding received by the Corps. She stated that these projects were awarded to Southwind Construction Corporation on September 19, 2013. She stated that the Jupiter project started in February and then stopped dredging, but is now back up and dredging. She stated that

over 3,000 cubic yards of material have been placed on the beach. She stated that the project will be completed in late February. She stated that the Jupiter Reach of this project will be completed first and then the contractor will move south to the Bakers Haulover Reach of the IWW. She stated that all material will be placed on the beaches and dredging should be completed by the end of April 2014. She asked for questions. There were none.

ITEM 9. Staff Report on St. Lucie County Area Projects.

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in St. Lucie County was completed in 1997. He stated that Phase II of the DMMP was completed in 2001 and all major land acquisition was completed in 1999.

Mr. Crosley stated that the 50-year dredging projection is 29,201 cubic yards and the storage projection is 62,782 cubic yards, the second lowest of the District counties. He stated that FIND expects the dredging projections to increase upon completion of the new channel survey. He stated that an area in Dredging Reach I near the Fort Pierce Inlet will be dredged in 2014.

Mr. Crosley stated that the St. Lucie County Waterways Economic Study was completed in 2001 and updated in 2011. He stated that the studies found that there were 125 waterway-related businesses in the county employing 1,184 people, with salaries of \$45 million and a total economic impact of \$186 million. He stated that approximately \$8.3 million in tax revenue was generated by waterway activities. He stated that property values were determined to be increased by \$155 to \$188 million by the presence of the IWW channel. He stated that there are 13,100 registered vessels in the county.

Mr. Crosley stated that since 1986, the District has provided \$5.7 million in Waterways Assistance Program funding to 55 projects in the county having a total constructed value of \$18.6 million. He stated that the county, the City of Ft. Pierce, Port St. Lucie, the Ft. Pierce Utilities Authority and the St. Lucie County Port and Airport Authority have participated in the program.

Mr. Crosley stated that notable projects funded include: the Ft. Pierce Municipal Marina; public boat ramps at St. Lucie Inlet State Park, South and North Causeways, Ft. Pierce Marina, Jaycee Park, and shoreline stabilization in downtown, the north and south causeways, and River Park Marina.

Mr. Crosley stated that the District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in St. Lucie County: Taylor Creek Dredging and restoration; Florida Clean Marina Program; Florida Clean Vessel Act Program; Florida Marine Patrol Officer Funding; the Indian River Lagoon Boaters Guide; and the Indian River Lagoon Spoil Island Management Plan. He stated that the District's funding assistance for the St. Lucie County portion of these projects was approximately \$613,000.00.

Mr. Crosley stated that through Interlocal Agreements the District has provided funding assistance in the amount of \$667,000.00 for the following projects or project with elements in St. Lucie County: Taylor Creek Dredging and restoration; Florida Clean Marina Program; Florida Clean Vessel Act Program, and; the M-8 Shoreline Stabilization Project.

Mr. Crosley stated that in addition, the District is providing 119,000 cubic yards of sand for the construction of the Ft. Pierce Waterfront Protection Project. He stated that

this project will protect the downtown waterfront and the rebuilt Ft. Pierce Municipal Marina, which was destroyed by the hurricanes of 2004. He asked for questions There were none.

ITEM 10. Presentation and Discussion on Indian River Lagoon Muck Removal Dredging.

Mr. Crosley introduced Dr. John Trefry, a Florida Institute of Technology (F.I.T.) Professor of Marine and Environmental Systems who is noted for his work and expertise with the Indian River Lagoon (IRL) sediments. He stated that Dr. Trefry recently addressed the Florida State Senate Committee on Environmental Preservation and Conservation with a presentation on "Sediment Accumulation and Removal in the Indian River Lagoon".

Dr. Trefry stated that 2013 was not a good year for the northern and central sections of the Indian River Lagoon, (IRL). He stated that manatee, dolphin, and pelican deaths increased from the contamination dumped into the lagoon. He stated that this news was reported by local stations and papers, but also the New York Times. He stated that this reporting attracted public interest.

Dr. Trefry stated that two years ago, the northern and central sections of the IRL developed an algae bloom, called the Super Bloom that blocked sunlight for eight months and killed 60% of the seagrass in the northern and central sections of the IRL.

Dr. Trefry stated that the IRL problems are the result of sixty years of poor soil conservation, sod runoff, stormwater runoff, grass cuttings and other vegetation leading to phosphorous buildup which has led to this buildup of muck. He stated that this muck builds up layer after layer over the years. He stated that the muck is composed of 60% silt and clay, 5% organic matter, 3% salt, and the remainder is water. He stated that the

muck is constantly releasing nitrogen and phosphates back into the water. He stated that this material easily re-suspends into the water, has the same impact as algae, and blocks sunlight.

Dr. Trefry stated that he first sampled muck in the 1980's and since then the amount of muck has almost doubled in volume. He stated that Hurricanes Frances and Jean blasted new muck into the waterway and now there is muck over a much larger surface area than ever before. He stated that it is estimated that in the Indian River Lagoon there are 5 to 7 million cubic yards of muck covering the northern and central sections. He stated that it is estimated that it will take five to seven years to remove this muck.

Dr. Trefry stated that additionally, we need to manage the muck coming into the lagoon.

Dr. Trefry noted that Senator Altman has presented to the Florida Legislature a request to provide approximately \$20 million to start the process of dredging this muck from the IRL. He stated that this will be a long-term, multi-year process taking five to eight years or more. He stated that he feels that we need to do more than just remove the muck, we also need to control it and keep it from coming into the IRL.

Dr. Trefry noted that FIND has purchased land and has sites already developed for Dredged Material Management Areas (DMMA) for the IWW. He stated these sites could be used for the muck deposits as a way to jump start this project.

Dr. Trefry stated that muck dredging has already occurred in Crane Creek, Turkey Creek, and the San Sebastian River and there are plans to dredge Eau Gallie Creek. He noted that Crane Creek was only partially dredged. He stated that dredging tributaries

helps prevent additional muck from traveling into the IRL. He stated that for this project to be successful and to clean up these waterways, there can be no muck left behind to release nutrients into the water.

Dr. Trefry stated that complimentary efforts in addition to muck removal must be implemented such as stormwater management, coastal restoration, seagrass planting, and oyster bed restoration. He stated the recovery will be slow. He stated that additionally, we need to monitor flow-data and see what is entering the IRL so we can manage it properly. He asked for questions.

Commissioner Netts noted that Dr. Trefry indicated that less than 10 to 20% of the muck was organic, and he commented that must be the source of the nitrogen and phosphorous, not the clay. Dr. Trefry stated that the material comes into the IRL by infusion, all of the nitrogen and phosphorous in the material is impermeable and comes from the top two to three centimeters of the muck.

Commissioner Isiminger asked if the muck will seek its own level and if it is more practical to dredge in a sump and to recover the material. Dr. Trefry stated that 20 years ago he would have said that sump dredging could work, but now it could take decades for muck to find its way to the sump. He also noted the material was spread by hurricanes has found its way into other areas.

Commissioner Isiminger asked if the IRL has some areas of natural muck. Dr. Trefry stated that he has never age-sampled any muck in the IRL that is older than the 1950's. He stated that it is very clear that the IRL was dominantly sand and shallow but, because of man's development, the IRL has changed.

Commissioner Dritenbas stated that he has concerns regarding the placement of muck into a DMMA site and waiting six to eight months for the material to dry out so it can be transported. He questioned where this material would ultimately end up. He also questioned if the Legislature has discussed funding for the final placement of this material. Dr. Trefry stated that discussions about a use for the muck did come up, such as if it could be used for fertilizer, and the answer was no. He stated that it was discussed that the material could be used as a soil additive at landfills, highway medians and construction. He stated that the concern is the 3% salt content and that layer of salt remaining in the material. He stated that if the material is dewatered at a DMMA it would be easier to separate the salt. He noted that the issue was dealt with during the muck removal of the three creeks.

Commissioner Sansom stated that as far as the District's DMMA's are concerned, it does not matter if we are removing the salt from sand or muck. He noted that the Legislature's plans do include the ultimate removal of the muck from the DMMA.

Commissioner Sansom stated that the IRL is wide and shallow without any significant gradient. He stated that normally when the material gets suspended, it settles where it is and it does not move along the bottom. He stated that over time the material has accumulated into the channel and some holes. He stated that during Hurricane Jean we had three days of significant wave action in the IRL, and then Hurricane Frances came a month later and again for three days everything in the IRL was suspended into the water column. He stated that the wave action suspended all the muck into the IRL, including material in the channel or deep holes, and spread it across the entire lagoon.

Commissioner Netts stated that after the muck removal, additional changes need to be made to manage the IRL to keep the muck from returning. He stated that he is concerned that the Legislature has not discussed funding for assessment and validation of upland facilities. He stated that \$20 million for three years will not tackle the problem and he asked if that fact has been made very clear to the Legislature. Dr. Trefry stated that he has been discussing this issue for 20 years and he thinks that the Legislature is aware of the need for continued maintenance. He stated that we must work on obtaining the funding to make the upland fixes, which are critical.

Commissioner Isiminger stated that it is not practical to think that during dredging operations all of the muck will be removed with current technology. Dr. Trefry stated that it is important to discuss those issues and he noted that we have to look into improved muck removal engineering techniques.

Commissioner Sansom stated that the analysis provided by Taylor Engineering only plans for the District to perform muck removal for the majority of the material, the remaining material and continued maintenance is not addressed and would be the responsibility of the local municipality.

Commissioner Sansom noted that when the District partnered and helped fund muck removal from Turkey Creek, Crane Creek, and the Sebastian River, the Board requested identifying and managing the material source and installing stormwater retrofit updates before the District assisted with these projects.

Treasurer Blow asked if the local municipalities of the IRL have made the necessary stormwater updates and improvements. Commissioner Sansom stated that some counties have made updates, and he noted that recently a multi-county coalition

was formed and they are reviewing stormwater facilities and what needs to be done in each county.

Dr. Trefry stated that residential canals are a large problem and have a huge muck impact on the IRL. Dr. Trefry noted that the rim canal is full of material and it enters the IRL just south of the causeway. He suggested that this retrofit would need to be done in sub-sections along the IRL.

Mr. Crosley stated that staff has provided a three-year "Muck Dredging Priorities" summary developed by our engineers as a projected plan for muck removal should the District obtain up to \$20 million in state funding each year for this effort.

Mr. Crosley introduced Dr. Robert Weaver, a Florida Institute of Technology Professor of Coastal and Oceanographic Engineering. Dr. Weaver stated that he is working on alternative dredging technologies for removing muck outside of the deep channels in the shallow portions of the IRL. He stated that currently F.I.T. is working on several designs and will be testing prototypes by the end of this semester. He noted that removing the most muck would include channel removal, but to restore the IRL we have to remove the muck from the shallow and environmentally sensitive areas as well.

Mr. John Adams of Taylor Engineering stated that Baltimore Harbor is currently performing a private/public material removal study to take this type of material, burn out the water and organics, and convert the material into a light aggregate.

Treasurer Blow stated that the U. S. Army Corps of Engineers in Vicksburg are also researching this type of technology. Dr. Weaver stated that he has met and discussed this research with the Corps in Vicksburg. He stated that one of the main management concerns is the high cost of pumping the slurry and de-watering the material.

Commissioner Isiminger stated that it is important that the environmental permitting agencies understand that temporary turbidity in the water from dredging projects is okay for the long-term good. Dr. Weaver stated that he is working on the environmental science to develop structures that support those activities such as turbidity curtains with live oysters to filter out the nutrient material.

Dr. Trefry noted that the de-watered material has tens of thousands more nutrients than the water that is in the system, and part of the new technology will be to remove those nutrients before the water goes back into the lagoon.

Commissioner McCabe noted that the Legislature is discussing providing funding for dredging the muck from the IRL, but questioned if they are directing funding towards the upland fixes to stop the material from coming into the IRL. Dr. Trefry stated the Legislature is looking to dredging as a quick solution, but they also understand that you must stop the material from coming into the IRL. He stated that unfortunately, he has not heard any discussion about funding for those fixes. He suggested that the funding should be fifty-fifty for each task.

Dr. Weaver stated that a multi-county commission of the counties bordering the IRL has been formed, and that they have signed agreements of cooperation and are working with the Florida Institute of Technology and Florida Atlantic University to actively seek funding, both federal and state, to update and manage facilities to prevent material from coming into the IRL.

ITEM 11. Scope of Work and Cost Proposal for Permitting and Final Design of Dredge Material Management Area (DMMA) BV-4B, Brevard County.

Mr. Crosley stated that the recent discussions and probable state funding support for muck removal in the Indian River Lagoon (IRL) have elicited review and recommendations from staff and Taylor Engineering in support of this effort. He stated that to this effect, DMMA BV-4B has demonstrated the greatest navigation dredging need of approximately 420,000 cubic yards within the IRL area, and would have the secondary benefit of muck removal and water quality improvements for this region. He stated that staff has requested a scope of services and cost proposal from Taylor Engineering to complete permitting and final design of this site. He stated that the costs reflect necessary additional geotechnical work and permitting efforts, including wetlands, which are not always associated with all DMMA site construction. He stated that this proposal is a not to exceed proposal.

Dr. Taylor of Taylor Engineering provided a historical background of his working relationship with FIND and stated that his firm has provided engineering services to FIND since 1986. He stated that at that time Taylor Engineering had six employees. He stated that today they have fifty employees, and twenty-two of those employees have worked or work on FIND projects. He stated that 11% of their workload is FIND work. He stated that Taylor Engineering is confident that his firm can do the District's work.

Mr. John Adams of Taylor Engineering stated that as far as work load, Taylor Engineering has completed four significant projects in the last quarter for FIND. They include the Dania Cut-Off Canal dredging project, the Crossroads dredging project, the Ponce DeLeon dredging project, and construction of DMMA NA-1. He noted that

currently there are four large projects coming on-line; DMMA SJ-20A final design, DMMA BV-4B design and permitting, Reach I St. Lucie County dredging project; and DMMA FL-3 construction, design and permitting.

Mr. Adams stated that this proposal is for DMMA BV-4B, and the work will be completed similar to the DMMA SJ-20A project that was approved last month. He stated that Taylor will use Dunkelberger Engineering & Testing, Inc. to complete the geotechnical investigation and provide geotechnical support. He noted that in 2002 Taylor Engineering completed a groundwater study at BV-4B, and it was determined that there was an issue that needed to be addressed. He stated that this proposal is to reevaluate the groundwater issue and determine how to resolve the issue. He stated that this evaluation will be completed on a phase approach; collect data, review data, estimate costs and determine if FIND should move forward to phase two with this site.

Commissioner Netts noted that this DMMA is well suited navigation dredging, and he asked how much of this proposal is related to navigation. Mr. Crosley stated that the site will be designed for the District's navigation maintenance needs. He noted that the site has enough capacity that with state funding, it could accommodate muck dredging. Commissioner Netts stated that if this project stands on its own for the District's navigation needs that is fine, but if it is related to the muck removal proposal, he has additional concerns. Mr. Crosley stated that this site is being constructed for the District's dredging needs. He stated that these Brevard County sites will be constructed in the next several years, even without state funding.

Commissioner Sansom made a motion to approve a scope of services and cost proposal in the amount of \$604,346.58 from Taylor Engineering for the permitting and

final design of DMMA BV-4B, Brevard County. The motion was seconded by Treasurer Blow. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 12. Scope of Services and Cost Proposal for Permitting & Engineering of St. Lucie Dredging Reach 1, St. Lucie County.

Mr. Crosley stated that Dredging Reach 1 in St. Lucie County is becoming problematic to navigation interests.

Mr. Adams stated this cost proposal is to complete preliminary permitting and design of this project. He stated that the costs reflect the required additional geotechnical work and environmental surveys. He stated that there are confirmed hard shoals in the Intracoastal Waterway (IWW) both north and south of the entrance to Fort Pierce Inlet and other intermittent shallow areas within this reach. He stated that the shoal material needs to be quantified and qualified to determine its proper disposal. He stated that beach quality material could be placed on the neighboring beaches, while non-beach compatible material would be placed in DMMA SL-2 that has been previously constructed. In addition, there are resources and logistical concerns associated with dredging this reach that will require additional evaluation. He stated that the proposal is a not to exceed proposal.

Treasurer Blow asked about the road access issue at DMMA SL-2. Mr. Crosley stated that the District is currently able to access the site through a temporary road. Mr. Adams stated that Taylor Engineering will insure that the access road agreement will be established during this project construction.

Commissioner Isiminger made a motion to approve a scope of services and cost proposal in the amount of \$249,410.00 from Taylor Engineering for the permitting and

engineering of St. Lucie Dredging Reach 1, St. Lucie County. The motion was seconded by Commissioner McCabe. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 13. Scope of Services and Cost Proposal for Post-Construction Monitoring Services for Dredge Material Management Area (DMMA) NA-1, Nassau County.

Mr. Crosley stated that the successful construction of DMMA NA-1 was recently completed. He stated that staff has requested a scope of services and cost proposal from Taylor Engineering for post-construction monitoring services for this project. He stated that the proposal includes the fees associated with the expertise needed for additional geotechnical monitoring. He stated that the proposal is a not to exceed proposal.

Dr. Taylor stated that the unique characteristics of this site, compressible clay, required additional dike embankment monitoring equipment to be installed in order to monitor settlement and consolidation of the underlying dike material for two years. He stated that the site consolidation must be achieved prior to the utilization of the site for dredge material dewatering. He stated that in addition, a monitoring well will be established and monitored as part of the original permit conditions. He noted that this was not unexpected and includes the need to document settlement and salinity levels to make sure the site is ready for use.

Commissioner Dritenbas made a motion to approve a scope of services and cost proposal in the amount of \$70,809.45 from Taylor Engineering for post-construction monitoring services for DMMA NA-1, Nassau County. The motion was seconded by Treasurer Blow. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 14. Scope of Work and Cost Proposal for Construction Administration Services for Dredge Material Management Area (DMMA) FL-3 Construction, Flagler County.

Mr. Crosley stated that the engineering and permitting of DMMA FL-3 is complete and the District has received the permits to construct our permanent, Long-Range Dredge Material Management Area. He stated that staff has requested a scope of work and cost proposal from Taylor Engineering for construction administration services for this project. The proposed costs reflect additional geotechnical work necessary to successfully construct this facility. He stated that staff is working with the county regarding the access road. He stated that the construction and administration of this project has been previously budgeted. He stated that the proposal is a not to exceed proposal.

Treasurer Blow made a motion to approve a scope of work and cost proposal in the amount of \$389,880.25 from Taylor Engineering for construction administration services for DMMA FL-3, Flagler County. The motion was seconded by Commissioner Williams. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 15. Scope of Services and Cost Proposal for MSA-726 Clearing & Grubbing Design and Bidding Assistance Services, Broward County.

Mr. Crosley stated that the District's Long-Range DMMA MSA-726 located in Pompano Beach near the Hillsboro Inlet will be required for the forthcoming Broward Reach 1 dredging project. He stated that most of the site is currently overgrown with exotic vegetation including Australian Pines. He stated that a portion of the site is currently in use by the City of Pompano Beach and Lighthouse Point as a recreational community park. He stated that in order to prepare this site for the dredging event, it

must be cleared. He stated that since the site is surrounded by medium-density residential homes, staff is of the opinion that we will need to establish a significant vegetation buffer on this site prior to site utilization.

Mr. Crosley stated that we have held a preliminary meeting with local officials who are receptive to this concept. He stated that the landscape buffer will require a more intensive coordinated effort with the community, including several public meetings. He stated that staff has requested a cost estimate and fee quote from Taylor Engineering, who will utilize the services of a local landscaping firm to assist with the landscape buffer design. He stated that this is a not to exceed proposal.

Commissioner Sansom asked if some of the Australian Pines could be kept. Mr. Crosley stated that they must be removed because any trees left would be a seed source for new trees. He stated that is why we must plant larger established vegetation.

Treasurer Blow asked about the possibility of removing the trees in stages and not remove all the trees at the same time.

Commissioner McCabe made a motion to approve a scope of services and cost proposal in the amount of \$50,675.82 from Taylor Engineering for MSA-726 Clearing & Grubbing Design and Bidding Assistance Services, Broward County. The motion was seconded by Commissioner Dritenbas. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 16. Site Mowing Project Bids, Brevard County Dredge Material Management Areas (DMMA) BV-2C, BV-4B, BV-NASA, BV-11, BV-R, BV-40, and BV-52.

Mr. Crosley stated that staff has requested bids from qualified applicants for the quarterly mowing of seven DMMA's, BV-2C, BV-4B, BV-NASA, BV-11, BV-R, BV-

40, and BV-52 in Brevard County. He stated that these sites are currently cleared and maintained or constructed and the existing mowing contracts have expired. He stated that the low bidder has worked on other District sites and is qualified to perform the project. He stated that this contract will continue for a three-year period.

Commissioner Sansom asked if the District develops one or more of these sites during the next three years, will the District be required to continue mowing payments for that site. Mr. Crosley stated that the District can cancel this agreement or any part of it at any time.

Mr. Crosley noted that one issue that the District is having with constructed sites, is that we cannot mow the interior dike. He stated staff is looking at a way to manage those sites.

Commissioner Williams made a motion to approve the low qualified bid from Santa Cruz Construction, Inc. in the amount of \$14,877.00 per event for the three years, quarterly mowing of seven DMMA's in Brevard County. Total contract price is \$178,524.00. The motion was seconded by Treasurer Blow. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 17. Lease of Dredge Material Management Area (DMMA) LT-4A.

Mr. Crosley stated that, following the purchase of DMMA LT-4A in 2009, the District previously entered into a two-year lease agreement with the existing tenant, Sugar Cane Services, Inc. to continue farming sugar cane on the property. He stated that the original lease agreement has expired and the tenant has expressed the desire to continue farming this property. He stated that the lessee has paid all back taxes and the required lease fee of \$144.00 per acre for a total of \$5,335.00 per year. He stated that the

District has no immediate plans to develop this property and the lease extension is recommended for one year.

Commissioner Sansom made a motion to approve a one-year lease agreement extension with Sugar Cane Services, Inc for the temporary use of DMMA LT-4A, Palm Beach County. The motion was seconded by Commissioner Isiminger. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 18. Temporary Partial Assignment of Easement for Beach Restoration in the Vicinity of Ocean Trail Condominiums, Palm Beach County.

Mr. Crosley stated that the District's Long-Range Dredge Material Management Area (DMMA) PB-JB is the area identified for the maintenance dredging of the Intracoastal Waterway (IWW) in the vicinity of Jupiter Inlet. He stated that this beach area consist of both public and private ownership. He stated that to facilitate beach re-nourishment in this area, Palm Beach County (PBC) has obtained a ten-year easement from the private property interests within the project template. He stated that the District has previously executed agreements with PBC to place sand from the Jupiter IWW maintenance dredging project in the area of the county's easements. He stated that the original ten-year agreement in front of the Ocean Trail Condominiums has expired and approval of this item will renew the easement for an additional ten year term. He stated that both the county and the adjacent property owners are highly supportive of this effort.

Commissioner Isiminger made a motion to approve a Temporary Partial Assignment of Easement from Palm Beach County for the Beneficial Use of Dredge Material (Beach Restoration) at Ocean Trail Condominium, Palm Beach County. The

motion was seconded by Commissioner Sansom. Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 19. Finance and Budget Committee Report.

Treasurer Blow stated that the Finance and Budget Committee met earlier today and the committee reviewed and recommends approval of the December 2013 financial statements, the delegation of authority, and the expenditure and project status report.

Mr. Crosley stated that as our investments mature, we are having trouble finding suitable interest rates as interest rates have declined.

Treasurer Blow made a motion to approve the recommendations of the District's Finance and Budget Committee of the December 2013 financial statements. The motion was seconded by Commissioner Dritenbas. Chair Kavanagh asked for discussion. Hearing none, a vote was taken and the motion passed.

Treasurer Blow stated that the District's Finance and Budget Committee met before today's Board meeting and the committee reviewed and recommends approval of the December 2013 financial statements and Resolution No. 2014-01 for Budget Amendment No. 1 to the FY 2013-2014 Budget. Mr. Crosley briefly reviewed the budget.

Treasurer Blow made a motion to approve Resolution No. 2014-01 for Budget Amendment No. 1 to the FY 2013-2014 Budget. The motion was seconded by Commissioner Netts. Chair Kavanagh asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 20. Legislative Committee Report.

Commissioner Isiminger stated that the District's Legislative Committee met earlier today and discussed the Tallahassee and Washington D. C. reports.

Commissioner Isiminger stated that the committee reviewed and recommends approval of the District's 2015 federal funding requests in the amount \$7 .9 million. Mr. Crosley stated that is the amount of federal funding that is being requested for the Corps, as our partner, to fund IWW improvements.

Commissioner Isiminger made a motion to approve the recommendations of the District's Legislative Committee. The motion was seconded by Commissioner Sansom. Chair Kavanagh asked for discussion.

Commissioner Sansom asked the full amount of funding that the Corps is obligated to pay for the IWW maintenance. Mr. Crosley stated that the District charter stated that the District only provides the land for the DMMA sites and the Corps' obligation has been estimated to be \$12 million to \$15 million per year for IWW maintenance. He noted that this request is short-term funding by FIND to maintain the IWW until the Corps can return to the long-term care of the IWW.

Treasurer Blow noted that the Florida taxpayer is paying for IWW maintenance because Federal government funding has fallen short.

Chair Kavanagh asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 21A. Alternative Trucking Route Investigation and Feasibility Assessment, Deepening Project, Broward County.

Mr. Crosley stated that the District used the Port Everglades DMMA site for the Dania Cut Off Canal deepening project. He stated that the use generated considerable

truck traffic which has caused the Port concern. He stated that Port has indicated that if the District can develop an alternative access corridor, FIND can use their site for the Broward County Deepening Project.

Mr. Crosley stated that staff requested Taylor Engineering to review a proposed alternative trucking route to the DMMA, include a site investigation to delineate the alternative route, a preliminary design for both one-way and two-way traffic, and the documentation of any potential wetland impacts.

Mr. Crosley stated that there is also a FP&L access easement at this location. He stated that a site visit will be made to identify, locate, and document potential wetlands within the proposed access road corridor. He stated that the District needs this site for the Broward County Deepening Project.

Commissioner Dritenbas asked if this action is to construct a road or execute a lease agreement. Mr. Crosley stated that the District's lease agreement with Port Everglades expires in March, but prior to renegotiating that lease, the District would like to determine if it is feasible to put in a temporary access road at this location.

Treasurer Blow referred to the District's existing DMMA easement and inquired about exchanging it for other consideration. Dr. Taylor noted that FIND needs the District's easement in Port Everglades.

ITEM 21. Additional Staff Comments and Additional Agenda Items.

Chair Kavanagh asked if there were any additional staff comments or agenda items.

Mr. Crosley stated that the Washington D. C. trip is scheduled for February 23 through February 27, 2014. He stated that staff has made hotel arrangements and will provide information to the commissioners going on the trip.

Mr. Crosley stated that the Intracoastal Waterway (IWW) tour is scheduled for April 23rd through April 25th and will start in Miami and head north along the IWW. He stated that commissioners attending the full tour or any part of the tour should contact him.

ITEM 22. Additional Commissioners Comments.

Chair Kavanagh asked if there were any additional Commissioner comments.

Commissioner Bowman noted that the next Board meeting will be held in Duval County next month. He stated that he is arranging for a waterway tour for commissioners at 3:30 p.m. on March 14th. He stated that he will need RSVP's from commissioners by March 6th. He noted that the vessel only has 19 seats available.

Commissioner Dritenbas asked about the grant application deadlines. Mr. Crosley stated that the applicant must speak with the commissioner and should have their application reviewed and initialed by March 3rd. The application submittal deadline is April 1st.

Chair Kavanagh stated that this was an informative meeting and she thanked all the experts that spoke to the Board. She stated that she would like to thank Dr. Taylor for his input and information and is appreciative for his hard work.

ITEM 23. Adjournment.

Chair Kavanagh stated that hearing no further business the meeting was adjourned at 11:57 a.m.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
March 15, 2014**



WORK ACTIVITIES IN FY 14:

1. IWW: Indian River Reach 1 (Indian River County)
2. IWW: Bakers Haulover / Jupiter (O&M Supplemental project)
3. Miscellaneous Topics



**US Army Corps
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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
March 15, 2014**



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns
IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)
DMMA = Dredge Material Management Area

1. WORK ACTIVITY: IWW Indian River Reach 1 (Indian River County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of plans and specifications for the IWW Indian River Reach 1. Material from this reach is non beach quality and will be placed upland in the newly constructed DMMA IR-2. Preliminary estimates for shoaling quantities include 100,000 cy of material within Reach 1.

SCHEDULE (Tentative):

| | |
|--|--------------|
| Submit Exemption Letters to FDEP: | 26 Nov 2013A |
| Complete Plans & Specification (including all reviews and certifications): | 2 June 2014 |
| Contract Advertisement Initiated: | 10 June 2014 |
| Bid Opening: | 9 July 2014 |
| Contract Award: | 6 Aug 2014 |
| NTP Issued: | 4 Sept 2014 |
| Mobilization Complete: | 2 Oct 2014 |
| Dredging Complete: | 31 Dec 2014 |

FIND WORK ORDER: Work order for developing plans and specifications for Indian River Reach 1 was approved at the May 2013 FIND Board Meeting. Wire transfer of funds was completed 25 June 2013. A separate work order will be developed and presented to the FIND Board prior to initiating dredging.

NAME OF CONTRACTOR: TBD

STATUS: The Jacksonville District has sent a letter to NOAA Fisheries Service rescinding the informal consultation request that was originally sent on 20 Dec 2013. Jacksonville District has determined that the project's proposed maintenance dredging will have "no effect" on Johnson's seagrass or its critical habitat. The District will implement the conditions as outlined in the 1998 South Atlantic Division Regional Biological Opinion in order to minimize impacts to sea turtles in the water and smalltooth sawfish. The District's previous request for informal consultation did not take into account the impacts of the 2011 phytoplankton superbloom to seagrass coverage in this section of Indian River Lagoon. The Corps will require via the contract that the Contractor inspect for seagrass prior to each anchor drop and during pipeline placement (same as we did with the Jupiter reach).



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IWW STATUS UPDATE FIND Board of Commissioners Meeting March 15, 2014



2. WORK ACTIVITY: IWW Bakers Haulover / Jupiter – O&M Supplemental Project

DESCRIPTION OF WORK: Based on shoaling incurred within these two reaches with the passage of Hurricane Sandy in the Fall of 2012, Emergency Supplemental funding was received by the Corps to proceed with O&M dredging for these two reaches. Approximately 50,000 cy of material will be removed from within the Bakers Haulover reach of the IWW and 125,000 cy of material will be removed from within the Jupiter reach of the IWW. All material is beach quality. There is approximately 3,000 cy of material that is advanced maintenance within cut 4.

SCHEDULE:

| | |
|-----------------------------------|---------------|
| Contract Advertisement Initiated: | 15 Aug 2013A |
| Bid Opening: | 5 Sept 2013A |
| Contract Award: | 19 Sept 2013A |
| NTP Issued: | 7 Dec 2013A |
| Mobilization Complete: | 27 Jan 2014A |
| Begin Dredging: | 2 Feb 2014A |
| Dredging Complete: | 17 Apr 2014 |

FIND WORK ORDER: N/A: 100% of the plans and specifications and dredging contract is being funded with Hurricane Sandy Supplemental funding.

NAME OF CONTRACTOR: Contract was awarded to Southwind Construction Corporation on 19 Sept 2013 in the amount of \$2,601,206.58.

STATUS: The contractor has finished dredging within cut P4 and has transitioned up to cuts P1 and P2. These 2 cuts are the areas where there are seagrasses present within the federal channel. The Contractor expressed extensive concern about the presence of seagrasses outside the channel and the limited anchoring room outside the channel. In an effort to maximize the amount of dredging and minimize the risk to both the Contractor and FIND (as permit holder), Jacksonville District agreed to reduce down the width of the dredge template from 125' wide to 90' wide. Within this 90' channel there are seagrasses present. The current FDEP permit allows for dredging of seagrasses within the channel but does not allow for impacts outside the channel. By mid March the Contractor anticipates moving south to the Bakers Haulover reach.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
March 15, 2014**



3. WORK ACTIVITY: Miscellaneous Topics

a. OWW Agreement – Jacksonville District Office of Council has been coordinating with Division Council on the best legal mechanism to utilize to move forward with an OWW agreement. This is more complicated than the IWW agreement due to the OWW being a multi use project (with SFWMD being the local sponsor) and what the project responsibilities and liabilities would be. There appears to be several legal options available that would allow the Corps to accept funding from FIND in connection with OWW projects.

b. IWW Tour – Still tracking for April 23-25, 2014. Second coordination meeting is being held March 6, 2014. Expect an email from FIND staff beginning coordination regarding length of your participation and any special travel needs.

c. Escrow – Due to difficulty with the current escrow and unanticipated monthly feeds, Jacksonville District would like to propose going back to the method of wiring funds straight to the Corps in lieu of into an escrow account. The same process will remain in effect with the work orders and obtaining FIND Board approval.



DUVAL COUNTY PROJECT STATUS UPDATE

March 2014

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Duval County was completed in 1986. Phase II of the DMMP was completed in 1993. Land acquisition was completed in 1995. (Please see the attached maps).

The 50-year dredging projection for the 21 miles of channel in Duval County is 2.3 million cu/yd³ and the storage projection is 4.4 million cu/yd³. This ranks as the fifth highest dredging projection of the District's 12 counties.

Six upland Dredged Material Management Areas (DMMA) will manage dredged materials from the waterway. All sites have been purchased, 4 sites are fully constructed, and the rest have had Phase 1 development (clearing, fencing).

In the summer of 2013, approximately 74,000 cu/yd³ of material was offloaded from DMMA DU-2 for the construction of DMMA NA-1 in Nassau County. DU-2 was then utilized for placement of the non-beach quality material that was dredged during the dredging of Reach 2 (Sawpit project) by the U.S. Army Corps of Engineers (USACE) in 2013.

Waterways Dredging

The USACE completed dredging of Dredging Reach II (Sawpit) near Nassau Sound in 2013. This project was funded by FIND.

Waterways Economic Study

The Duval County Waterways Economic Study was first completed in 2005 and updated in late 2011. There are 392 waterway related businesses in Duval County generating \$1.3 billion in annual sales, 6,169 jobs, \$300 million in personal wages, and \$46 million in tax revenues. The waterway increases the value of property in Duval County by \$1.3 billion. The study demonstrated that if the waterways were not maintained, the economic output is predicted to drop by \$138 million with a loss of 846 jobs. Properly maintaining the waterways would result in an increase of \$62 million in economic output and an additional 344 jobs. (Please see the attached economic summary and map).

Waterways Assistance Program

Since 1986, the District has provided \$18.6 million in Waterways Assistance Program funding to 132 projects in the county having a total constructed value of \$38.2 million. The county, two cities, and the Port of Jacksonville have participated in the program. Notably 18 saltwater boat ramps and 9 canoe launches have been constructed or rehabilitated. See attached map and project listing.



DUVAL COUNTY PROJECT STATUS UPDATE

March 2014

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Duval County: Florida Marine Patrol Officer Funding; Clean Marina Program; Clean Vessel Act; Manatee Acoustic Warning System, St. Johns River Boating Safety Search and Rescue and; the Inland Waterways Safety Program. The District's funding assistance for the Duval County portion of these projects was approximately \$528,000.00.

Interlocal Agreement Program

The District's Interlocal Agreement Program has developed the following projects with elements in Duval County: Clean Marina Program and Clean Vessel Act Program for which \$75,000.00 has been provided in District assistance.

Public Information Program

The District currently prints and distributes the following brochures with specific information about Duval County waterways: Boating Safety and Manatee Protection Zone Brochure, Movable Bridge Guide, The Economic Impact of the District's Waterway and the ICW Channel Conditions Brochure.

Waterway Clean Up Program

The District has successfully partnered with the City of Jacksonville for the past several years to assist with their annual waterway cleanup project.

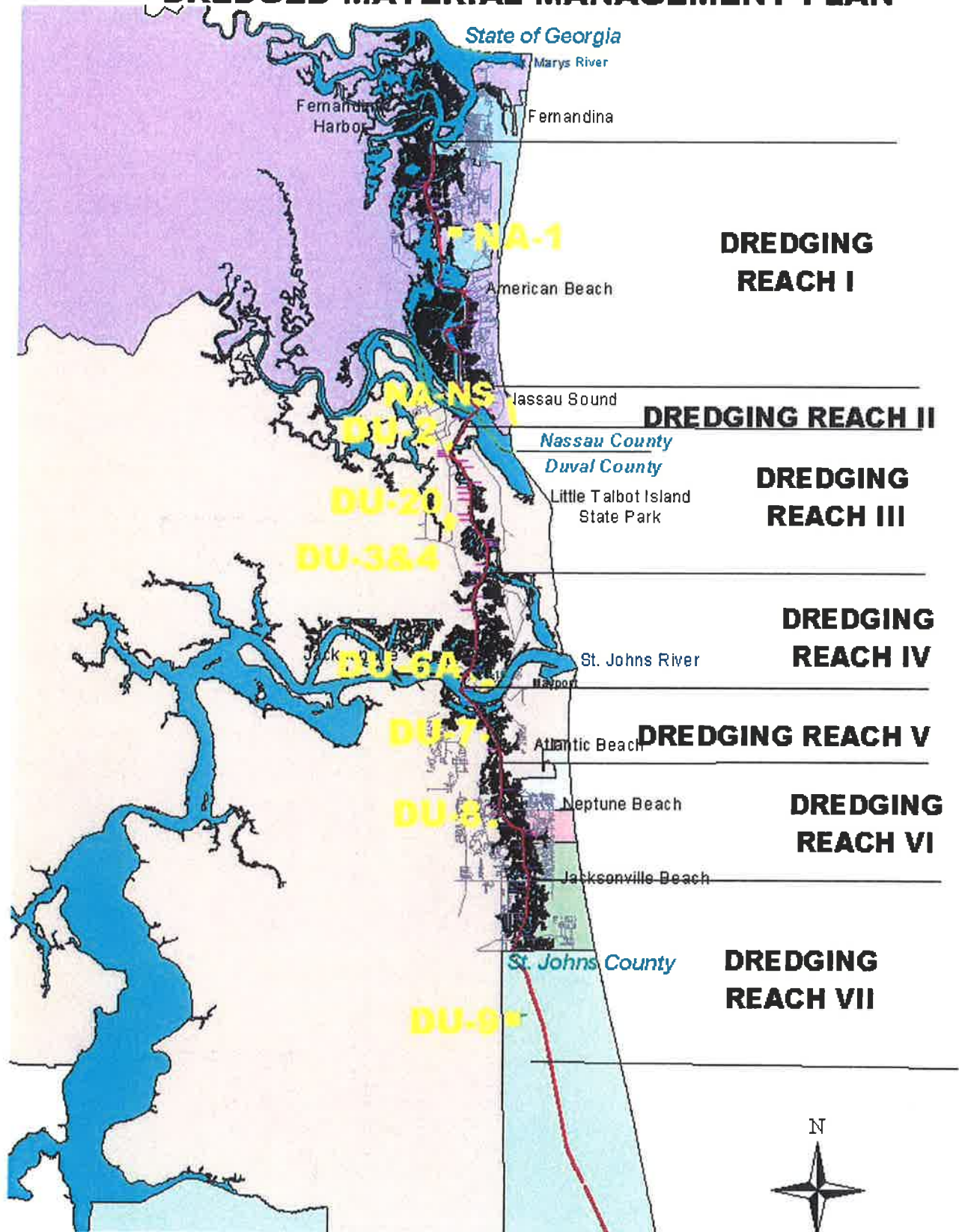
Small-Scale Derelict Vessel Removal Program

One Small-Scale Derelict Vessel Removal Project has been conducted with Duval County in the amount of \$10,000.00.


Small-Scale Spoil Island Enhancement and Restoration Program

The Navigation District has not received a Small-Scale Spoil Island Enhancement and Restoration Program request in Duval County.

NASSAU/DUVAL COUNTIES DREDGED MATERIAL MANAGEMENT PLAN





 FIND Owned
Channel
ICW Right-of-Way

DMMA DU-2



DMMA DU-2


DU-2

© 2013 Google

Black Hammock Island

Google earth



 FIND Owned
Channel
ICW Right-of-Way

DMMA DU-3






DU-20

DU-3&4

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 FIND Owned
Channel
ICW Right-of-Way

DMMA DU-6





Pine Island

DU-6B

DMMA DU-6A





DU-6A

Fanning Island

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Google earth



-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way

DMMA DU-7





DU-7



FIND Easement
FIND Owned
Channel
ICW Right-of-Way

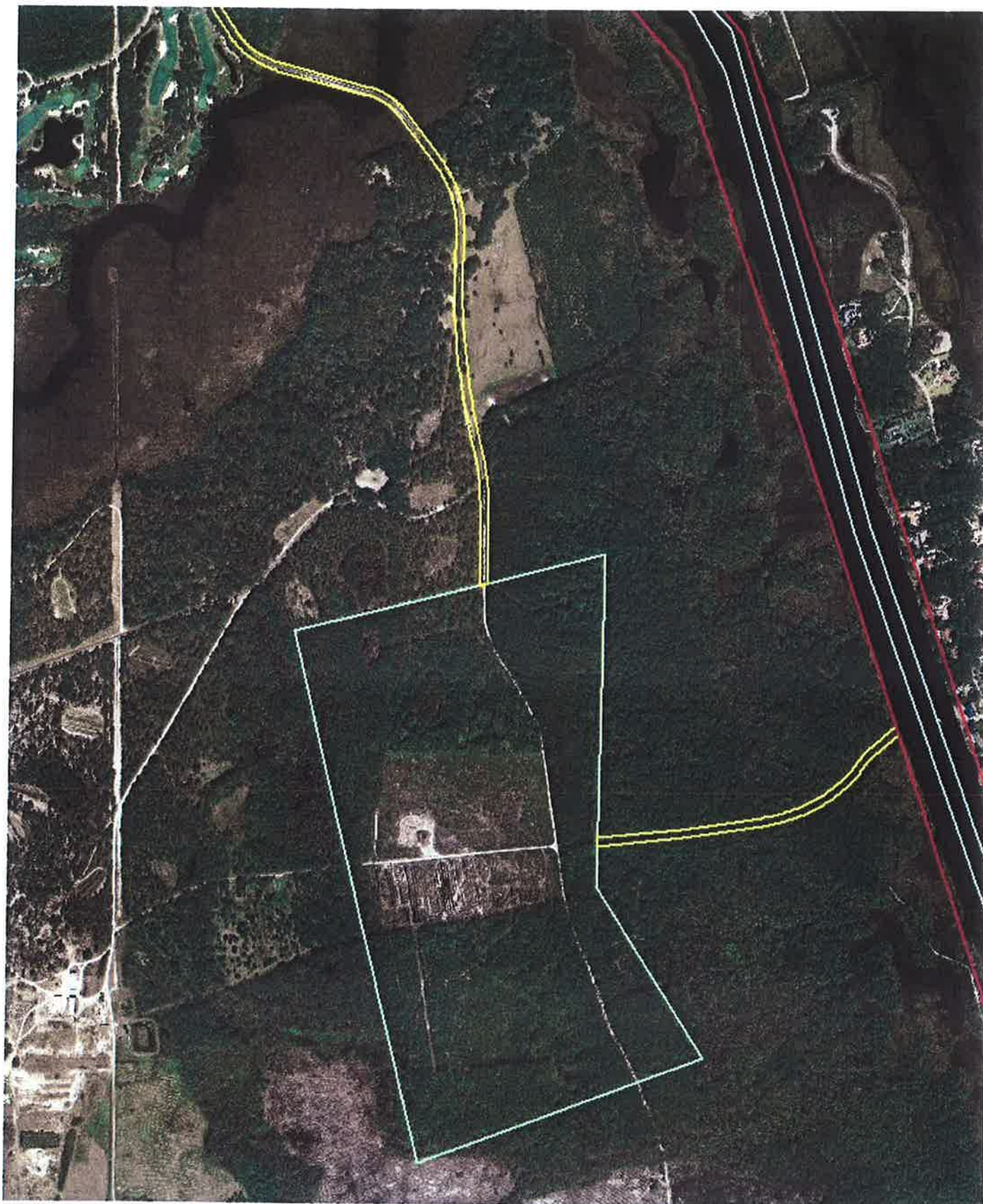
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- lowrw
- Channel
- FIND Easement
- FIND Owned

DMMA DU-9





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ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

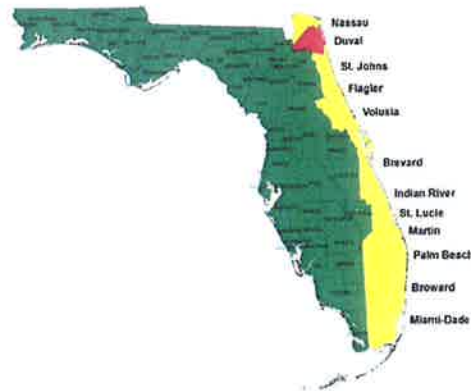


Purpose

To update economic benefits in Duval County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Duval County*, September 2005, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.

Scenarios Evaluated

1. Current Existing Conditions
2. Cessation of Waterways Maintenance
3. Increase in Waterways Maintenance
4. Estimated impact of the 2007-2009 U.S. economic recession



ECONOMIC IMPACTS

Current Existing Impacts

- \$1.285 billion in business volume
- \$300.2 billion in personal income
- 6,169 jobs
- \$46.1 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$137.5 million in business volume
- Decrease of \$35.8 million in personal income
- Decrease of 846 jobs
- Decrease of \$5.8 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$61.7 million in business volume
- Increase of \$15.2 million in personal income
- Increase of 344 jobs
- Increase of \$2.3 million in tax revenue

Impact of the 2007-2009 U.S. Economic Recession

- Decrease of \$277.5 million in business volume
- Decrease of \$210.7 million in personal income
- Decrease of 5,066 jobs
- Decrease of \$31.2 million in tax revenue

Economic Benefits as of April 2011

DUVAL COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

DUVAL COUNTY

The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in September 2005 in *An Economic Analysis of the District's Waterways in Duval County*.

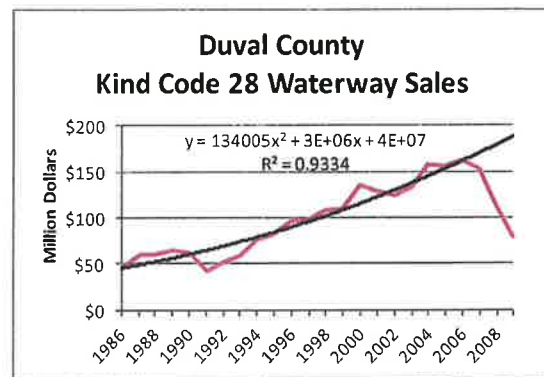
Updating of Previously Estimated Benefits

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

Estimating the Impact of the Recession

The impact of the recession was estimated by determining the trend in gross sales of boat dealers over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. The red line in the figure below illustrates reported actual gross sales of boat dealers and the black line illustrates the trend of those sales. From 2007 to 2009 gross boat dealer sales in Duval County decreased by 44 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by 24 percent.

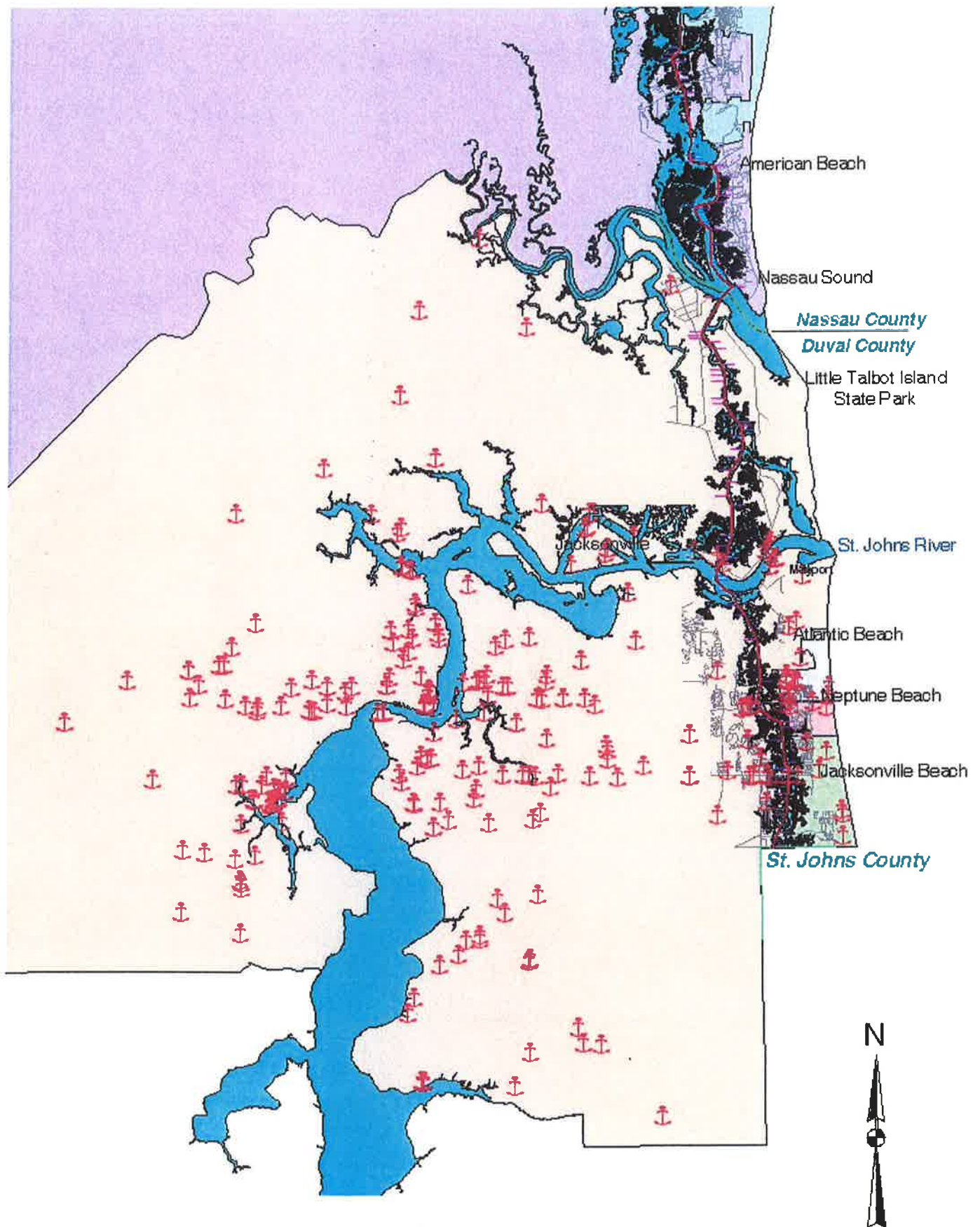


Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$24.9 million
- Cessation of maintenance: \$21.1 million
- Increased maintenance: \$24.9 million
- Assuming no recession: \$36.3 million

Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 12 feet MLW
- Assuming no recession: 6.5 feet MLW



Location Map

Duval County Marine Related Businesses

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2013

| Project Name | Project Number | Project Sponsor | Grant Amount | Total Cost |
|--|----------------|------------------------|--------------|--------------|
| Dutton Island Park Pier Design - Phase I | DU-AB-00-43 | City Of Atlantic Beach | \$10,000.00 | \$20,000.00 |
| Dutton Island - Phase I I | DU-AB-00-44 | City Of Atlantic Beach | \$125,000.00 | \$250,000.00 |
| Dutton Island Park Fishing & Viewing Pier | DU-AB-01-57 | City Of Atlantic Beach | \$50,000.00 | \$100,000.00 |
| Dutton Island Construction - Phase I I I | DU-AB-02-65 | City Of Atlantic Beach | \$60,000.00 | \$120,000.00 |
| Tide Views Dock Extension/ Launch - Phase I | DU-AB-09-106 | City Of Atlantic Beach | \$47,500.00 | \$95,000.00 |
| Tide Views Dock Extension/ Boat Launch - Phase I I | DU-AB-10-113 | City Of Atlantic Beach | \$96,790.00 | \$193,580.00 |
| Intracoastal Park Development | DU-AB-95-18 | City Of Atlantic Beach | \$10,000.00 | \$20,000.00 |
| Intracoastal Waterway Park | DU-AB-97-30 | City Of Atlantic Beach | \$164,473.00 | \$330,405.00 |
| Dutton Island Conservation Park - Phase I | DU-AB-98-31 | City Of Atlantic Beach | \$25,000.00 | \$50,000.00 |
| Marsh Preserves Launch, Fishing & Access Imp. Ph I | DU-AB-12-120 | City Of Atlantic Beach | \$17,000.00 | \$34,000.00 |
| Arlington River Dredging - Phase I (Withdrawn) | DU-JA-00-45 | City Of Jacksonville | \$32,000.00 | \$64,000.00 |
| Bert Maxwell Park - Phase I | DU-JA-00-46 | City Of Jacksonville | \$60,000.00 | \$120,000.00 |
| Boat Ramp Management Plan | DU-JA-00-47 | City Of Jacksonville | \$35,000.00 | \$70,000.00 |
| Dutton Island Canoe Launch - Phase I I | DU-JA-00-48 | City Of Jacksonville | \$100,000.00 | \$200,000.00 |
| Educational Signage And Kiosk | DU-JA-00-49 | City Of Jacksonville | \$49,500.00 | \$66,000.00 |
| Fishweir Creek Boat Ramp - Phase I (Withdrawn) | DU-JA-00-50 | City Of Jacksonville | \$25,000.00 | \$50,000.00 |
| Fishweir Creek Dredging - Phase I (Withdrawn) | DU-JA-00-51 | City Of Jacksonville | \$38,000.00 | \$76,000.00 |
| Mandarin Park Canoe Launch - Phase I (Expired) | DU-JA-00-52 | City Of Jacksonville | \$18,000.00 | \$36,000.00 |
| Stinson Island Canoe Launch - Phase I | DU-JA-00-53 | City Of Jacksonville | \$25,000.00 | \$50,000.00 |
| Southbank Riverwalk Dredge & Dock - Phase I | DU-JA-00-54 | City Of Jacksonville | \$32,000.00 | \$64,000.00 |
| Marine Unit Vessels | DU-JA-00-56 | City Of Jacksonville | \$91,500.00 | \$122,000.00 |
| Castaway Island Preserve - Phase I I | DU-JA-01-58 | City Of Jacksonville | \$350,000.00 | \$700,000.00 |
| Charles Reece Boat Ramp Imp PH I (Expired) | DU-JA-01-59 | City Of Jacksonville | \$25,000.00 | \$50,000.00 |
| Ortega Valley Stream Canoe Launch - Phase I I | DU-JA-01-60 | City Of Jacksonville | \$162,500.00 | \$325,000.00 |
| Sister's Creek Esplanade | DU-JA-01-61 | City Of Jacksonville | \$185,000.00 | \$370,000.00 |
| Sister's Creek Fixed Docks | DU-JA-01-62 | City Of Jacksonville | \$50,000.00 | \$100,000.00 |
| Southeast Reg Park Canoe Launch PH I (Expired) | DU-JA-01-63 | City Of Jacksonville | \$25,000.00 | \$50,000.00 |
| Bert Maxwell Park - Phase I I | DU-JA-02-66 | City Of Jacksonville | \$257,625.00 | \$515,250.00 |
| Goody's Creek Dredge & Ch Markers Ph I (Expired) | DU-JA-02-67 | City Of Jacksonville | \$25,750.00 | \$51,500.00 |
| Northbank Riverwalk Park Mooring Lights Ph I I | DU-JA-02-68 | City Of Jacksonville | \$6,900.00 | \$13,800.00 |
| Ortega River Marker Dredge - Phase I | DU-JA-02-69 | City Of Jacksonville | \$58,950.00 | \$117,900.00 |
| Palm's Fish Camp Docking & Ramp - Phase I | DU-JA-02-70 | City Of Jacksonville | \$66,150.00 | \$132,300.00 |
| Reddie Point Docking & Ramp Ph I (Expired) | DU-JA-02-71 | City Of Jacksonville | \$34,100.00 | \$68,200.00 |
| Stockton Park Boardwalk & Waterfront Plaza Ph I I | DU-JA-02-72 | City Of Jacksonville | \$143,900.00 | \$287,800.00 |

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2013

| Project Name | Project Number | Project Sponsor | Grant Amount | Total Cost |
|---|----------------|----------------------|--------------|----------------|
| Thomas Creek Park Dock & Ramp - Phase I | DU-JA-02-73 | City Of Jacksonville | \$42,850.00 | \$85,700.00 |
| Arlington River Dredge - Phase I I (Expired) | DU-JA-03-74 | City Of Jacksonville | \$209,220.00 | \$261,000.00 |
| Southbank Riverwalk Dredge - Phase I I | DU-JA-03-75 | City Of Jacksonville | \$271,512.00 | \$301,680.00 |
| Stinson Park - Phase I I | DU-JA-03-76 | City Of Jacksonville | \$232,806.00 | \$465,612.00 |
| Stockton Park Waterfront - Phase I I | DU-JA-03-77 | City Of Jacksonville | \$162,000.00 | \$364,000.00 |
| Marine Unit Vessel | DU-JA-03-78 | City Of Jacksonville | \$48,000.00 | \$96,000.00 |
| Castaway Island Preserve Dredge Ph I (Expired) | DU-JA-04-79 | City Of Jacksonville | \$41,250.00 | \$55,000.00 |
| Charles Reece Boat Ramp - Phase I I (Expired) | DU-JA-04-80 | City Of Jacksonville | \$187,500.00 | \$375,000.00 |
| Mandarin Park Boat Ramp - Phase I I | DU-JA-04-81 | City Of Jacksonville | \$82,000.00 | \$164,000.00 |
| Palms Fish Camp Boat Ramp - Phase I I | DU-JA-04-82 | City Of Jacksonville | \$382,250.00 | \$764,500.00 |
| Ortega River Marker Dredge - Phase I I | DU-JA-04-83 | City Of Jacksonville | \$255,670.00 | \$350,000.00 |
| Intracoastal Boat Ramp - Phase I & I I | DU-JA-05-84 | City Of Jacksonville | \$100,000.00 | \$200,000.00 |
| Michael Scanlon Boat Ramp Ph I & I I (Withdrawn) | DU-JA-05-85 | City Of Jacksonville | \$200,000.00 | \$400,000.00 |
| Reddie Point - Phase I I | DU-JA-05-86 | City Of Jacksonville | \$600,000.00 | \$1,200,000.00 |
| St. John's Marina Dock | DU-JA-05-87 | City Of Jacksonville | \$100,000.00 | \$200,000.00 |
| Goodby's Creek Dredge - Phase I I | DU-JA-06-89 | City Of Jacksonville | \$812,171.00 | \$1,082,895.00 |
| Mandarin Park Boat Ramp Parking - Phase I & I I | DU-JA-06-90 | City Of Jacksonville | \$21,250.00 | \$42,500.00 |
| Palmetto Leaves Regional Park - Phase I I | DU-JA-06-91 | City Of Jacksonville | \$230,500.00 | \$461,000.00 |
| Palm's Fish Camp (Boat Ramp) Acquisition | DU-JA-06-92 | City Of Jacksonville | \$131,500.00 | \$263,000.00 |
| Sisters' Creek Marina Canoe Launch - Phase I | DU-JA-06-93 | City Of Jacksonville | \$30,000.00 | \$60,000.00 |
| Sister's Creek Floating Dock & Pump-out Ph. I | DU-JA-07-100 | City Of Jacksonville | \$75,000.00 | \$150,000.00 |
| Alimacani Boat Ramp Shore Stabilization - Phase I | DU-JA-07-94 | City Of Jacksonville | \$54,250.00 | \$108,500.00 |
| Joe Calucci Boat Ramp Renovation - Phase I | DU-JA-07-95 | City Of Jacksonville | \$48,750.00 | \$97,500.00 |
| IWW Boat Ramp Parking Acq. (Terminated) | DU-JA-07-96 | City Of Jacksonville | \$633,000.00 | \$1,000,000.00 |
| Lighthouse Marine Boat Ramp Ph 1 (Withdrawn) | DU-JA-07-97 | City Of Jacksonville | \$54,250.00 | \$108,500.00 |
| Metropolitan Park Marina Electric Upgrades | DU-JA-07-98 | City Of Jacksonville | \$450,000.00 | \$900,000.00 |
| Palms Fish Camp Additional Parking | DU-JA-07-99 | City Of Jacksonville | \$117,250.00 | \$234,500.00 |
| Castaway Island Preserve Dredge - Phase I I | DU-JA-08-101 | City Of Jacksonville | \$400,000.00 | \$800,000.00 |
| Harborview Boat Ramp Upgrades | DU-JA-08-102 | City Of Jacksonville | \$34,500.00 | \$69,000.00 |
| IWW Boat Ramp Parking Acq. (Terminated) | DU-JA-08-103 | City Of Jacksonville | \$267,000.00 | \$534,000.00 |
| Michael Scanlon Boat Facility Renovation | DU-JA-08-104 | City Of Jacksonville | \$220,000.00 | \$440,000.00 |
| Sisters Creek Canoe Launch - Phase I I | DU-JA-08-105 | City Of Jacksonville | \$75,000.00 | \$150,000.00 |
| Alimacani Shoreline Stabilization - Phase I I | DU-JA-09-107 | City Of Jacksonville | \$400,000.00 | \$800,000.00 |

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2013

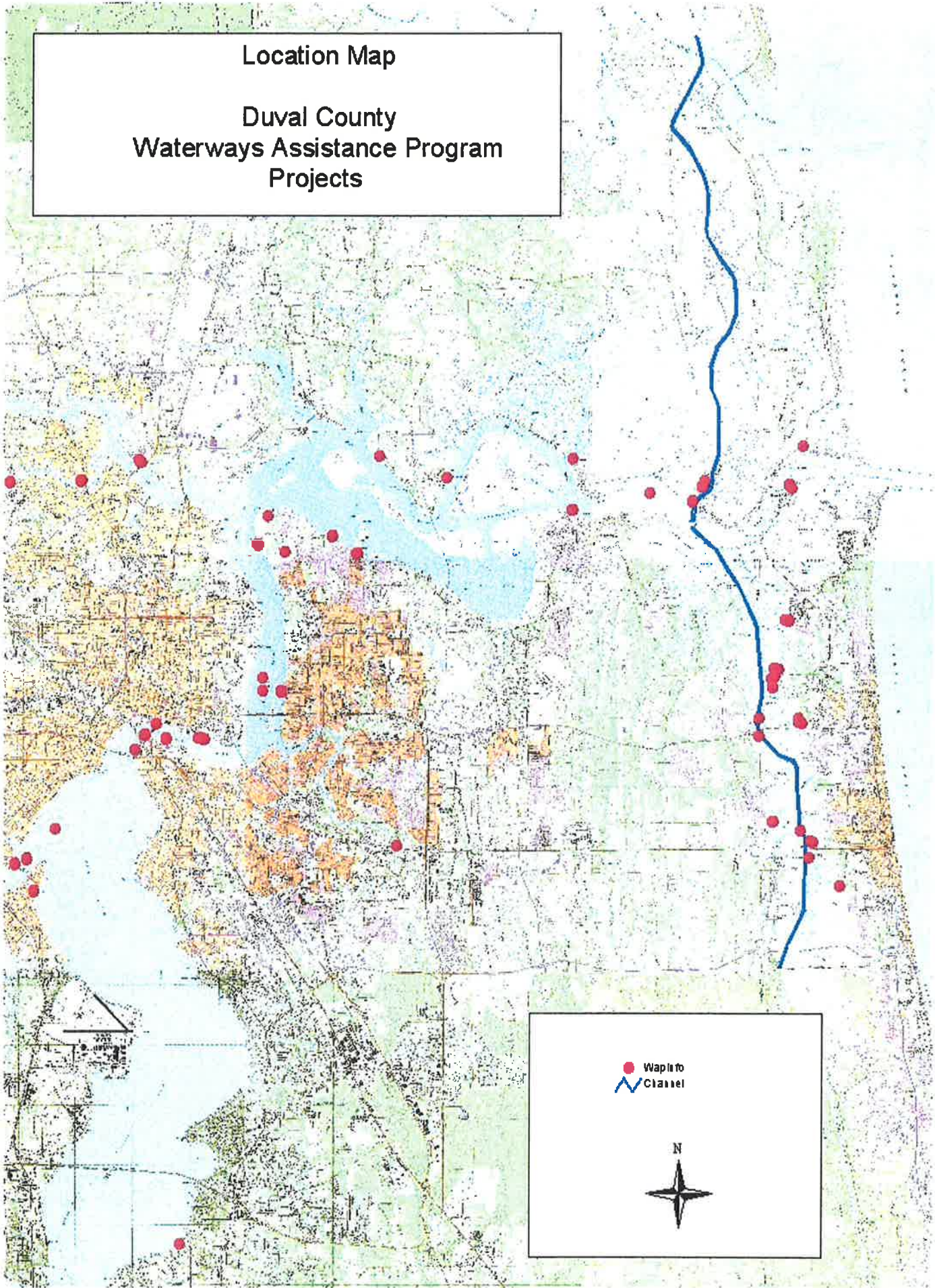
| Project Name | Project Number | Project Sponsor | Grant Amount | Total Cost |
|---|----------------|----------------------|--------------|--------------|
| Jacksonville Zoo Dock Extension - Phase I (Expired) | DU-JA-09-109 | City Of Jacksonville | \$90,000.00 | \$180,000.00 |
| Mandarin Park Parking Lot Addition | DU-JA-09-110 | City Of Jacksonville | \$225,000.00 | \$450,000.00 |
| Trout River Fishing Bridge - Phase I | DU-JA-09-111 | City Of Jacksonville | \$100,000.00 | \$200,000.00 |
| Improvements & Repairs of Four (4) Boat Ramps | DU-JA-1 | City Of Jacksonville | \$250,000.00 | \$500,000.00 |
| Harborview Restroom - Phase I I | DU-JA-10-114 | City Of Jacksonville | \$175,000.00 | \$350,000.00 |
| Joe Carlucci Boat Ramp - Phase I I | DU-JA-10-115 | City Of Jacksonville | \$225,000.00 | \$450,000.00 |
| Mayport Boat Ramp - Phase I | DU-JA-10-116 | City Of Jacksonville | \$60,000.00 | \$120,000.00 |
| Sisters Creek Docks & Pump-out - Phase I I | DU-JA-10-117 | City Of Jacksonville | \$270,000.00 | \$540,000.00 |
| Ortega River Mooring Field - Phase I | DU-JA-11-118 | City Of Jacksonville | \$100,000.00 | \$200,000.00 |
| Trout River Pier, South End - Phase I I | DU-JA-11-119 | City Of Jacksonville | \$323,000.00 | \$646,000.00 |
| Mayport Boat Ramp Docks Ph II | DU-JA-12-121 | City Of Jacksonville | \$401,675.00 | \$803,350.00 |
| Pottsbury Creek Dredge Ph I | DU-JA-12-122 | City Of Jacksonville | \$125,000.00 | \$250,000.00 |
| Arlington Lions Club Boardwalk Ph I | DU-JA-13-123 | City Of Jacksonville | \$40,420.00 | \$80,840.00 |
| Charles Reese Fishing Pier Ph I | DU-JA-13-124 | City Of Jacksonville | \$44,250.00 | \$88,500.00 |
| County Dock Boat Ramp Ph I | DU-JA-13-125 | City Of Jacksonville | \$46,260.00 | \$92,520.00 |
| Exchange Island Ph I | DU-JA-13-126 | City Of Jacksonville | \$57,880.00 | \$115,760.00 |
| Fishing Creek Dredge Ph II | DU-JA-13-127 | City Of Jacksonville | \$225,000.00 | \$450,000.00 |
| Half Moon Boat Ramp Ph I | DU-JA-13-128 | City Of Jacksonville | \$25,100.00 | \$50,200.00 |
| Half Moon Kayak Launch Ph I | DU-JA-13-129 | City Of Jacksonville | \$45,100.00 | \$90,200.00 |
| Lighting at 2 Boat Ramps | DU-JA-13-130 | City Of Jacksonville | \$143,930.00 | \$287,860.00 |
| Northbank Riverwalk Ph I | DU-JA-13-131 | City Of Jacksonville | \$40,000.00 | \$80,000.00 |
| Northshore Kayak Launch Ph I | DU-JA-13-132 | City Of Jacksonville | \$29,350.00 | \$58,700.00 |
| Ortega Channel Markers Ph II | DU-JA-13-133 | City Of Jacksonville | \$16,800.00 | \$33,600.00 |
| Sisters Creek Dock Redesign Ph I | DU-JA-13-134 | City Of Jacksonville | \$35,380.00 | \$70,760.00 |
| Sisters Creek Boat Ramp | DU-JA-87-2 | City Of Jacksonville | \$141,382.00 | \$282,764.00 |
| Oak Harbor and ICW Boat Ramp | DU-JA-88-3 | City Of Jacksonville | \$237,000.00 | \$475,750.00 |
| Mandarin Park Boat Ramp | DU-JA-89-4 | City Of Jacksonville | \$300,000.00 | \$650,000.00 |
| T.K. Stokes Boat Ramp | DU-JA-89-5 | City Of Jacksonville | \$100,000.00 | \$236,000.00 |
| Metropolitan Park Docking | DU-JA-90-6 | City Of Jacksonville | \$282,000.00 | \$564,000.00 |
| Metropolitan Park Docking Facility | DU-JA-91-7 | City Of Jacksonville | \$450,000.00 | \$900,000.00 |
| Arlington Road Boat Ramp | DU-JA-92-8 | City Of Jacksonville | \$35,000.00 | \$70,000.00 |
| Mayport Boat Ramp | DU-JA-92-9 | City Of Jacksonville | \$125,000.00 | \$250,000.00 |
| Minimum Wake - Waterway Signs | DU-JA-93-10 | City Of Jacksonville | \$15,000.00 | \$30,000.00 |
| Bert Maxwell Park - Phase I | DU-JA-93-11 | City Of Jacksonville | \$38,000.00 | \$76,000.00 |

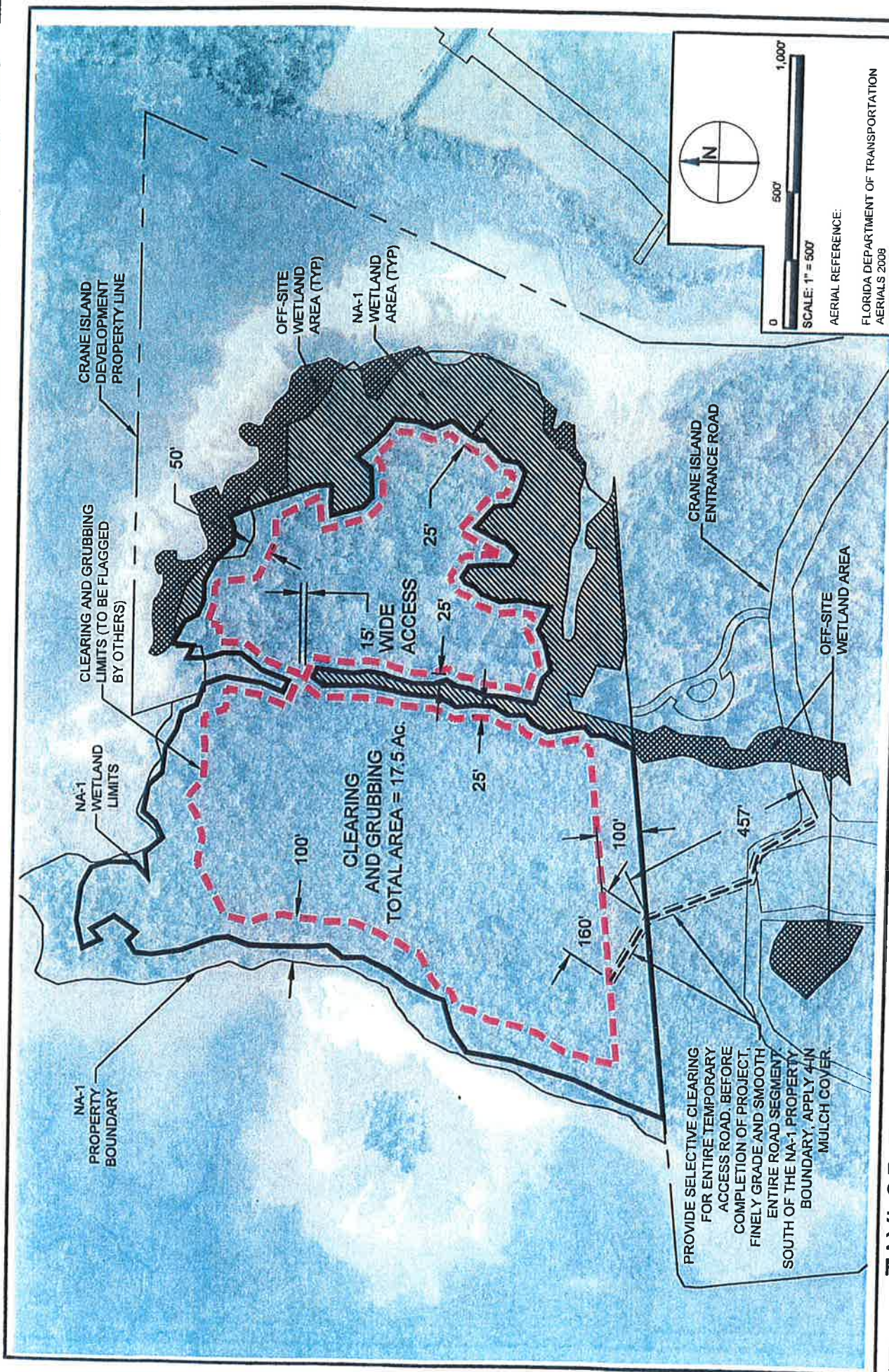
FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN DUVAL COUNTY
1987-2013

| Project Name | Project Number | Project Sponsor | Grant Amount | Total Cost |
|---|----------------|-----------------------------|------------------------|------------------------|
| Hood Landing Boat Ramp - Phase I | DU-JA-93-12 | City Of Jacksonville | \$10,000.00 | \$20,000.00 |
| Lonnie Wurn Boat Ramp - Phase I | DU-JA-93-13 | City Of Jacksonville | \$13,500.00 | \$27,000.00 |
| Mayport Boat Ramp - Phase I | DU-JA-93-14 | City Of Jacksonville | \$30,000.00 | \$60,000.00 |
| Metropolitan Park | DU-JA-93-15 | City Of Jacksonville | \$201,349.00 | \$433,008.00 |
| Oak Harbor Boat Ramp - Phase I | DU-JA-93-16 | City Of Jacksonville | \$10,000.00 | \$20,000.00 |
| Metropolitan Park Docking Facility | DU-JA-94-17 | City Of Jacksonville | \$579,635.00 | \$1,159,270.00 |
| Mayport Boat Ramp - Phase I I | DU-JA-95-19 | City Of Jacksonville | \$233,092.00 | \$466,184.00 |
| Lonnie Wurn Boat Ramp - Phase I I | DU-JA-95-20 | City Of Jacksonville | \$159,020.00 | \$221,860.00 |
| Bert Maxwell Park - Phase I I | DU-JA-95-21 | City Of Jacksonville | \$108,500.00 | \$108,500.00 |
| Oak Harbor Boat Ramp - Phase I I | DU-JA-95-22 | City Of Jacksonville | \$82,000.00 | \$82,000.00 |
| Wayne B. Stevens Boat Ramp Park | DU-JA-96-24 | City Of Jacksonville | \$11,860.00 | \$45,000.00 |
| Wayne B. Stevens Area Dredging - Phase I | DU-JA-96-25 | City Of Jacksonville | \$18,200.00 | \$36,400.00 |
| Dinsmore Boat Ramp Park | DU-JA-96-27 | City Of Jacksonville | \$95,530.00 | \$199,900.00 |
| Lighthouse Marine Boat Ramp Park | DU-JA-96-28 | City Of Jacksonville | \$278,817.00 | \$557,634.00 |
| Lonnie Wurn Fishing Pier | DU-JA-97-29 | City Of Jacksonville | \$23,467.50 | \$46,935.00 |
| Lighthouse Marine Boat Ramp Park Restroom | DU-JA-98-32 | City Of Jacksonville | \$30,000.00 | \$60,000.00 |
| Wayne B. Stevens Area Dredging - Phase I I | DU-JA-98-33 | City Of Jacksonville | \$384,930.00 | \$427,700.00 |
| Sisters Creek Marina | DU-JA-98-34 | City Of Jacksonville | \$302,500.00 | \$605,000.00 |
| Jacksonville Zoo Dredge - Phase I (Withdrawn) | DU-JA-98-35 | City Of Jacksonville | \$31,500.00 | \$63,000.00 |
| Blue Cypress Park Fishing Pier And Boardwalk | DU-JA-98-36 | City Of Jacksonville | \$82,500.00 | \$165,000.00 |
| Dutton Island Canoe Launch - Phase I | DU-JA-99-37 | City Of Jacksonville | \$21,000.00 | \$43,000.00 |
| Westside Reg. Canoe Launch Ph I I (Withdrawn) | DU-JA-99-38 | City Of Jacksonville | \$179,500.00 | \$359,000.00 |
| Metro Park Marina Maintenance Dredging | DU-JA-99-39 | City Of Jacksonville | \$270,000.00 | \$300,000.00 |
| Jax Zoo Channel Dredging - Ph I I (Withdrawn) | DU-JA-99-40 | City Of Jacksonville | \$301,500.00 | \$335,000.00 |
| J.S.O. Marine Patrol Unit Vessel | DU-JA-99-41 | City Of Jacksonville | \$52,500.00 | \$70,000.00 |
| Ortega Stream Valley Canoe Launch - Phase I | DU-JA-99-42 | City Of Jacksonville | \$32,000.00 | \$64,000.00 |
| Davis Island Boardwalk & Fishing Pier - Phase I | DU-JB-00-55 | City Of Jacksonville Beach | \$5,340.00 | \$10,680.00 |
| Davis Island Boardwalk & Fishing Pier | DU-JB-01-64 | City Of Jacksonville Beach | \$25,890.00 | \$51,780.00 |
| Cradle Creek Preserve - Phase I I | DU-JB-05-88 | City Of Jacksonville Beach | \$296,470.00 | \$592,940.00 |
| Mile Point - Phase I | DU-JPA-09-112 | Jacksonville Port Authority | \$300,000.00 | \$2,400,000.00 |
| Dames Point Shoreline Stabilization | DU-JPA-96-23 | Jacksonville Port Authority | \$200,000.00 | \$2,000,000.00 |
| TOTALS | | | \$18,660,244.50 | \$38,250,217.00 |

Location Map

**Duval County
Waterways Assistance Program
Projects**





TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
CLEARING AND GRUBBING LIMITS
NA-1 (CRANE ISLAND)
NASSAU COUNTY, FLORIDA

| | | |
|----------|-------------|------|
| PROJECT | C2008-044 | SEAL |
| DRAWN BY | AL | |
| SHEET | 3 of 4 | |
| DATE | AUGUST 2008 | |

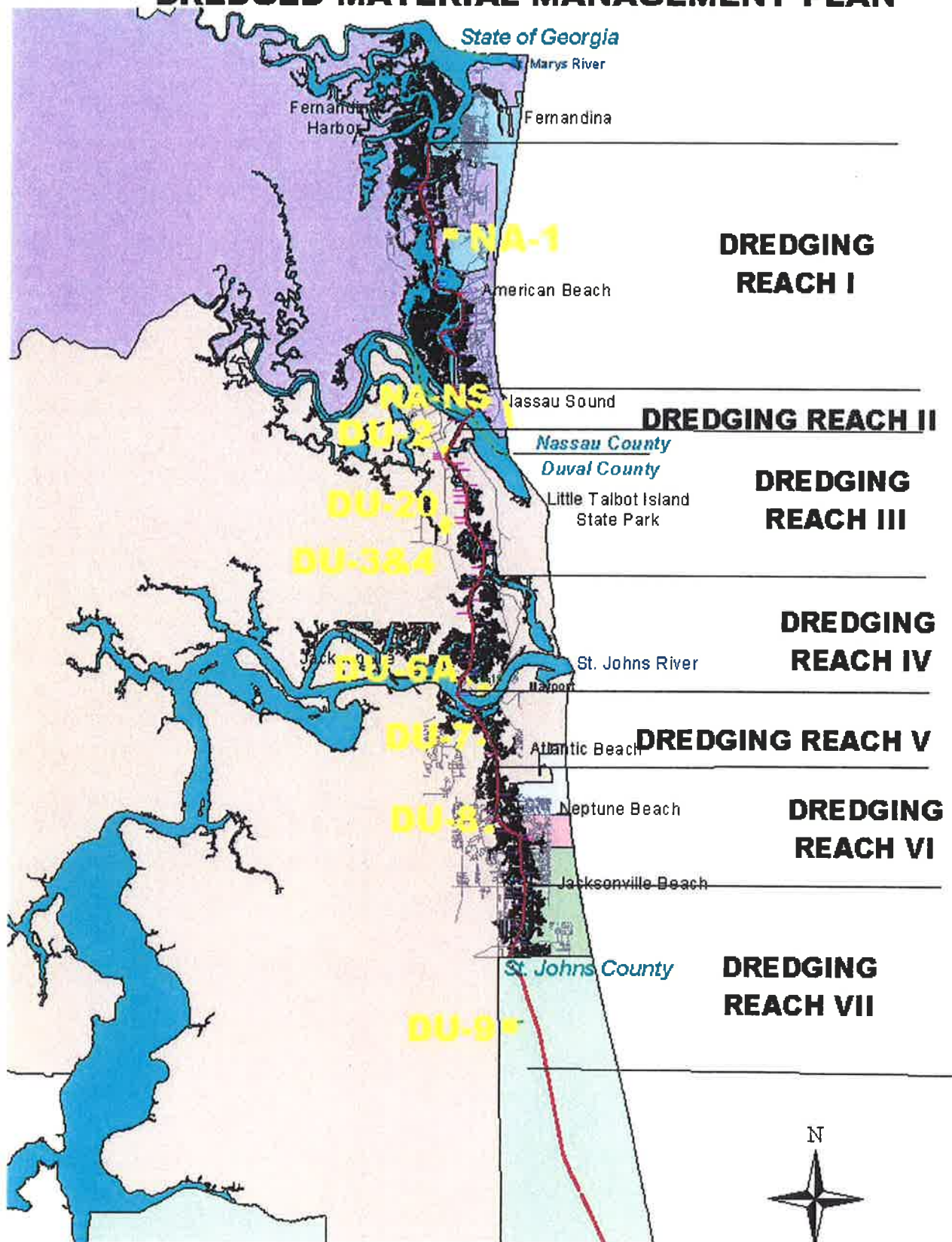
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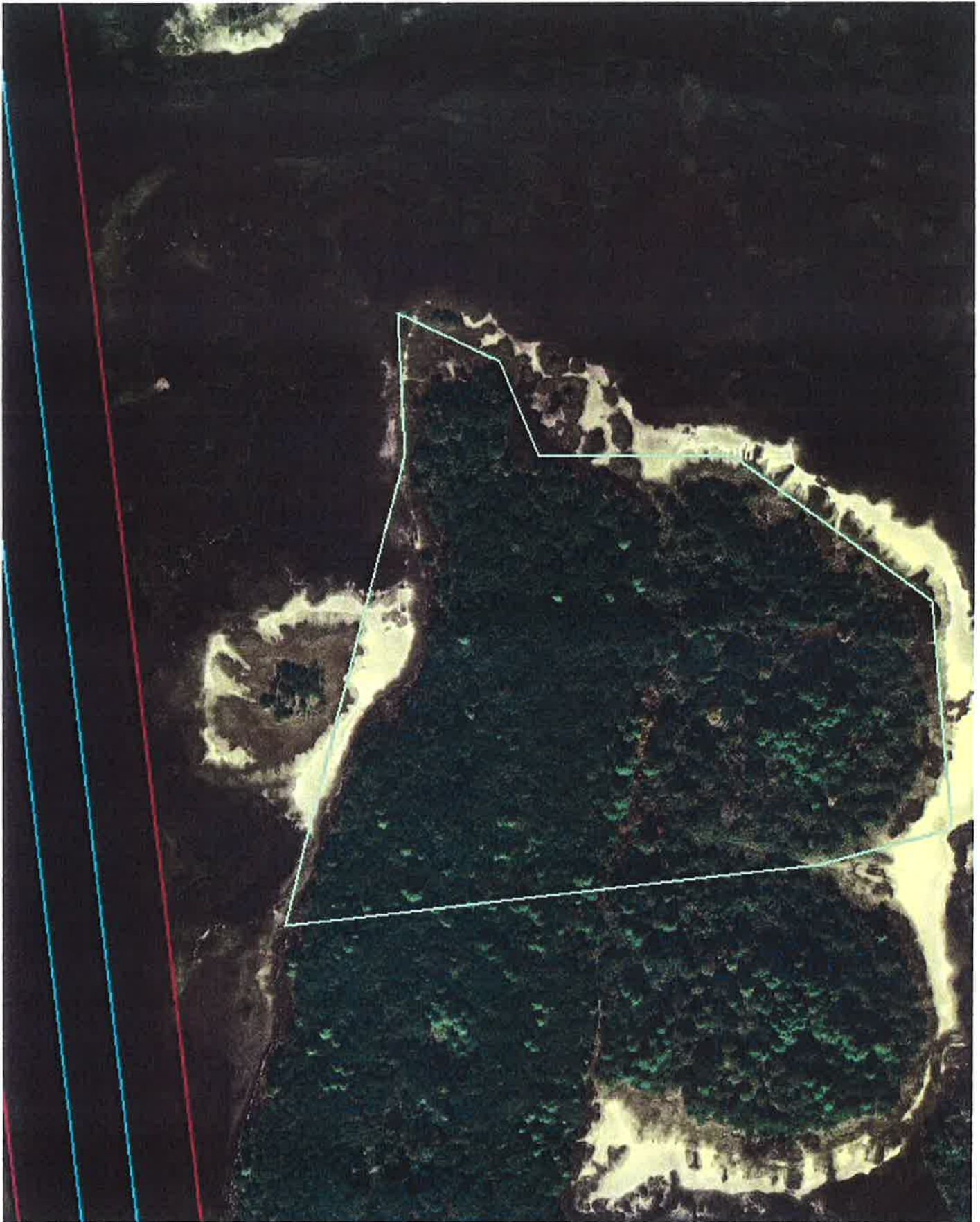
LORI S. SCHICK P.E. #60005 DATE:




ORIS, SCHICK P.E. 460025



NASSAU/DUVAL COUNTIES DREDGED MATERIAL MANAGEMENT PLAN

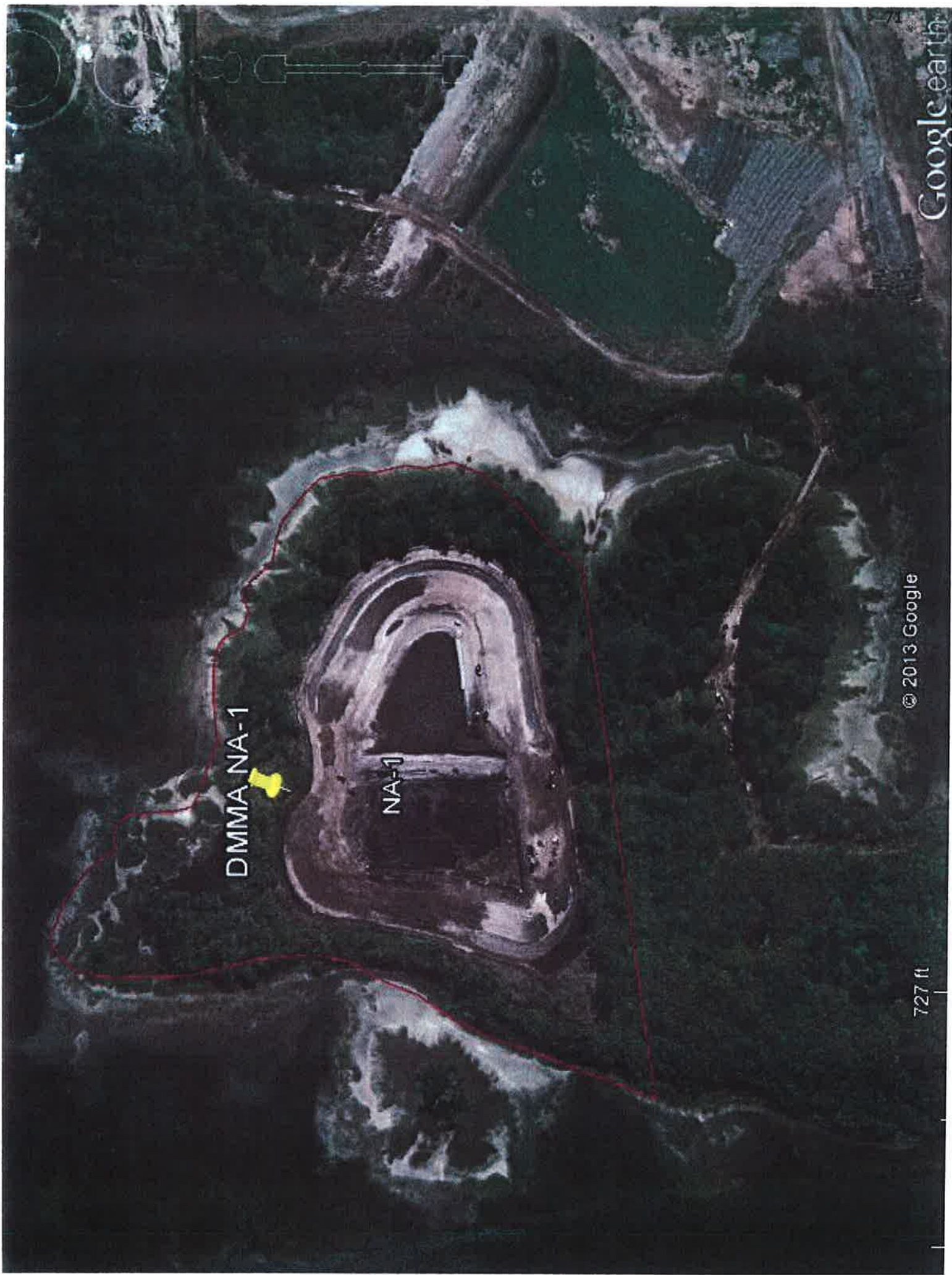




 FIND Owned
 ICW Right-of-Way
 Channel

DMMA NA-1





727 ft

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Google Earth



TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

March 4, 2014

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

Re: Scope of Professional Engineering and Environmental Services (P2014-046)
DMMA SJ-14 Continued Salinity and Water Level Monitoring and Additional Soil
Investigations
St. Johns County, Florida

Mr. Crosley:

Taylor Engineering is pleased to submit the attached scope of services (Attachment A) and cost proposal (Attachment B) for continued monitoring of the previously-established salinity and water level stations and additional soil investigations at FIND dredged material management area SJ-14 in St. Johns County, Florida. We propose to complete the attached scope of services for a fixed fee of \$19,439.80.

If you have any questions regarding this proposal, please contact me at (904)731-7040 or jadams@taylorengeering.com. We appreciate the opportunity to serve the FIND on this project and we can begin work immediately upon receiving your notice to proceed.

Best regards,

John Adams, P.E.
Senior Advisor

ATTACHMENT A**SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES****CONTINUED SALINITY AND WATER LEVEL MONITORING AND ADDITIONAL
SOIL INVESTIGATIONS****DREDGED MATERIAL MANAGEMENT AREA SJ-14
ST. JOHNS COUNTY, FLORIDA****TASK 1 SALINITY AND WATER LEVEL MONITORING AND REPORTING**

Taylor Engineering will visit the site beginning in May 2014 and every other month through May 2015 (seven total site visits) to monitor the previously-established salinity and water level stations for the parameters listed in Table 1. Figure 1 shows the monitoring station locations. Within five days of each monthly monitoring event, Taylor Engineering will provide a summary e-mail report to the FIND for review and comment. At the end of the 13-month monitoring period, Taylor Engineering will provide a summary report describing the overall trend of salinity concentrations and water levels.

Table 1 Proposed Monitoring Parameters by Station

| Monitoring Station | Measured Parameter(s) |
|-----------------------------------|--|
| SS-1 – SS-11 (11 stations) | Surface water salinity |
| MW-1, MW-3, and SG-1 (3 stations) | Water level |
| MW-BGD – MW-J (11 stations) | Water level and groundwater salinity at depth intervals (1.5 ft, 4.5 ft, 7.5 ft, 10.5 ft, 13.5 ft, and 15 ft below ground surface) |

TASK 2 ADDITIONAL SOIL INVESTIGATIONS

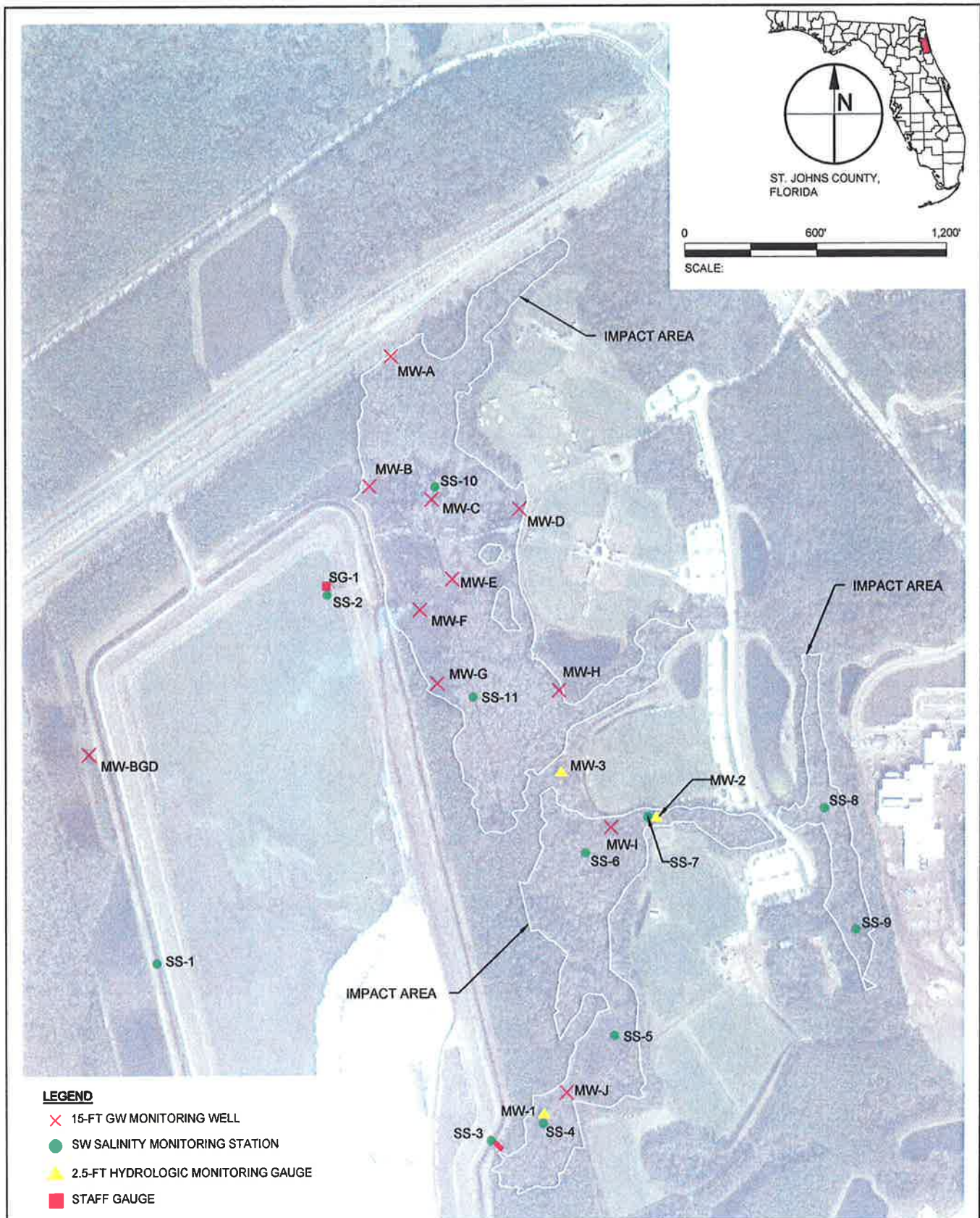
During the February 10, 2014 SJ-14 site visit attended by representatives from FIND, FDEP, and Taylor Engineering, the FDEP requested that the FIND obtain additional soil data in the vicinity of the two groundwater monitoring wells (MW-F and MW-G) showing the highest salinities. The FDEP believes that the area likely contains residual dredged material from the 2006 release and has resulted in an elevated groundwater salinity “hotspot.” The additional soil data will help determine whether or not the area requires further soil excavation to reduce salinity concentrations.

Taylor Engineering proposes to use the previous soil and salinity datasets as the basis for developing a soil sampling plan for FDEP approval. The sampling plan will include at least twenty five soil sampling locations. Twenty four of the sampling locations will lie within the impact area and center around monitoring wells MW-F and MW-G. One sampling location will occur at a background site. At each sampling location, Taylor Engineering environmental staff (two-person team) will use a hand auger or two-inch PVC pipe equipped with a ball valve (for use in flooded areas) to collect soil samples at six inch-intervals from the soil surface to at least two feet below ground surface. Taylor Engineering will use its Spectrum Technologies, Inc. Field Scout® soil conductivity meter to measure soil conductance at each six-inch sample interval (minimum 100 samples). To verify the results and accuracy of the soil conductivity meter, Taylor Engineering proposes to send ten randomly-selected samples to TestAmerica, Inc. for soil salinity analysis. Taylor Engineering will provide a qualitative description of the physical characteristics of each soil sample.

Taylor Engineering will prepare a letter report detailing our findings. The letter report will include descriptions of the sampling methodologies, sampling data in tabular format, data discussion, graphics

ATTACHMENT A

showing sampling locations, conclusions and recommendations. Taylor Engineering will actively coordinate with FDEP staff, as directed by FIND, throughout the review process.



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
SALINITY AND WATER LEVEL MONITORING LOCATIONS
FIND DREDGED MATERIAL MANAGEMENT AREA SJ-14
ST. JOHNS COUNTY, FLORIDA

| | | | | | |
|---------|-----------|----------|-----|-------|----------|
| PROJECT | C2010-049 | DRAWN BY | RJD | SHEET | DATE |
| | | | | | OCT 2010 |

ATTACHMENT B

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK

P2014-046: SJ-14 Continued Salinity and Water Level Monitoring and Additional Soil Investigations

TASK 1: Salinity and Water Level Monitoring

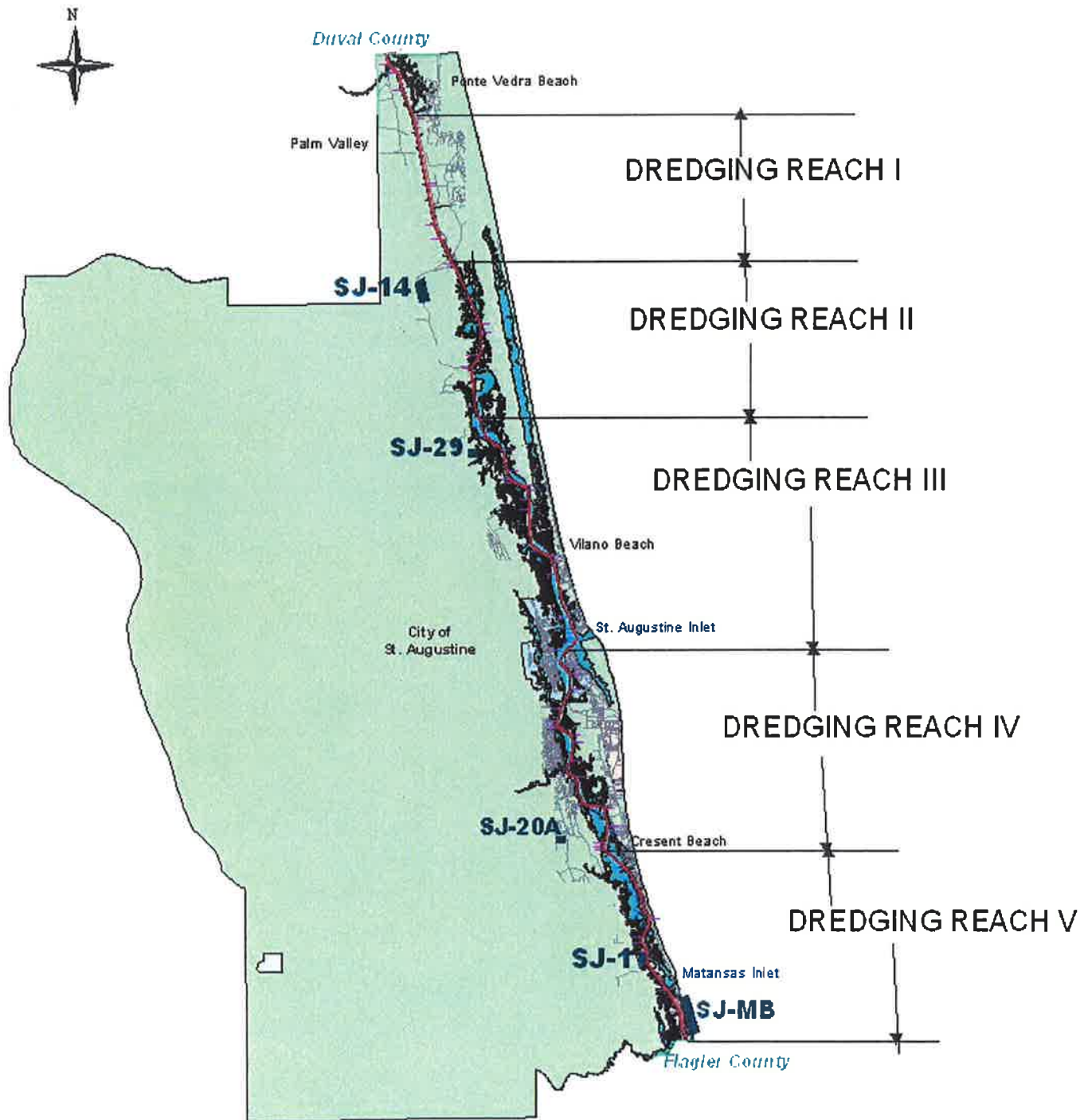
| <i>Labor</i> | Hours | Cost | Task Totals |
|------------------------|-------------|--------------|------------------|
| Vice President | 2.0 | 370.00 | |
| Senior Advisor | 4.0 | 740.00 | |
| Senior Professional | 8.0 | 1,080.00 | |
| Project Professional | 73.0 | 7,665.00 | |
| Administrative | 2.0 | 104.00 | |
| Total Man-Hours | 89.0 | | |
| Labor Cost | | | 9,959.00 |
| <i>Non-Labor</i> | Units | Cost | |
| Mileage | 210.0 | 93.45 | |
| Non-Labor Cost | | 93.40 | |
| Fee @ 10% | | 9.35 | |
| Total Task 1 | | | 10,061.80 |

TASK 2: Additional Soil Investigations





| <i>Labor</i> | Hours | Cost | Task Totals |
|--------------------------|-------------|---------------|-----------------|
| Senior Advisor | 2.0 | 370.00 | |
| Director | 2.0 | 310.00 | |
| Senior Professional | 42.0 | 5,670.00 | |
| Staff Professional | 20.0 | 1,720.00 | |
| Senior Technical Support | 6.0 | 618.00 | |
| Technical Editor | 2.0 | 198.00 | |
| Administrative | 1.0 | 52.00 | |
| Total Man-Hours | 75.0 | | |
| Labor Cost | | | 8,938.00 |
| <i>Non-Labor</i> | Units | Cost | |
| TestAmerica, Inc. | 10.0 | 400.00 | |
| Non-Labor Cost | | 400.00 | |
| Fee @ 10% | | 40.00 | |
| Total Task 2 | | | 9,378.00 |

Project Total \$19,439.80

INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN ST. JOHNS COUNTY





-  FIND Easement
-  FIND Owned
-  ICW Right-of-Way
-  Channel

Dredged Material Management Area
SJ-14



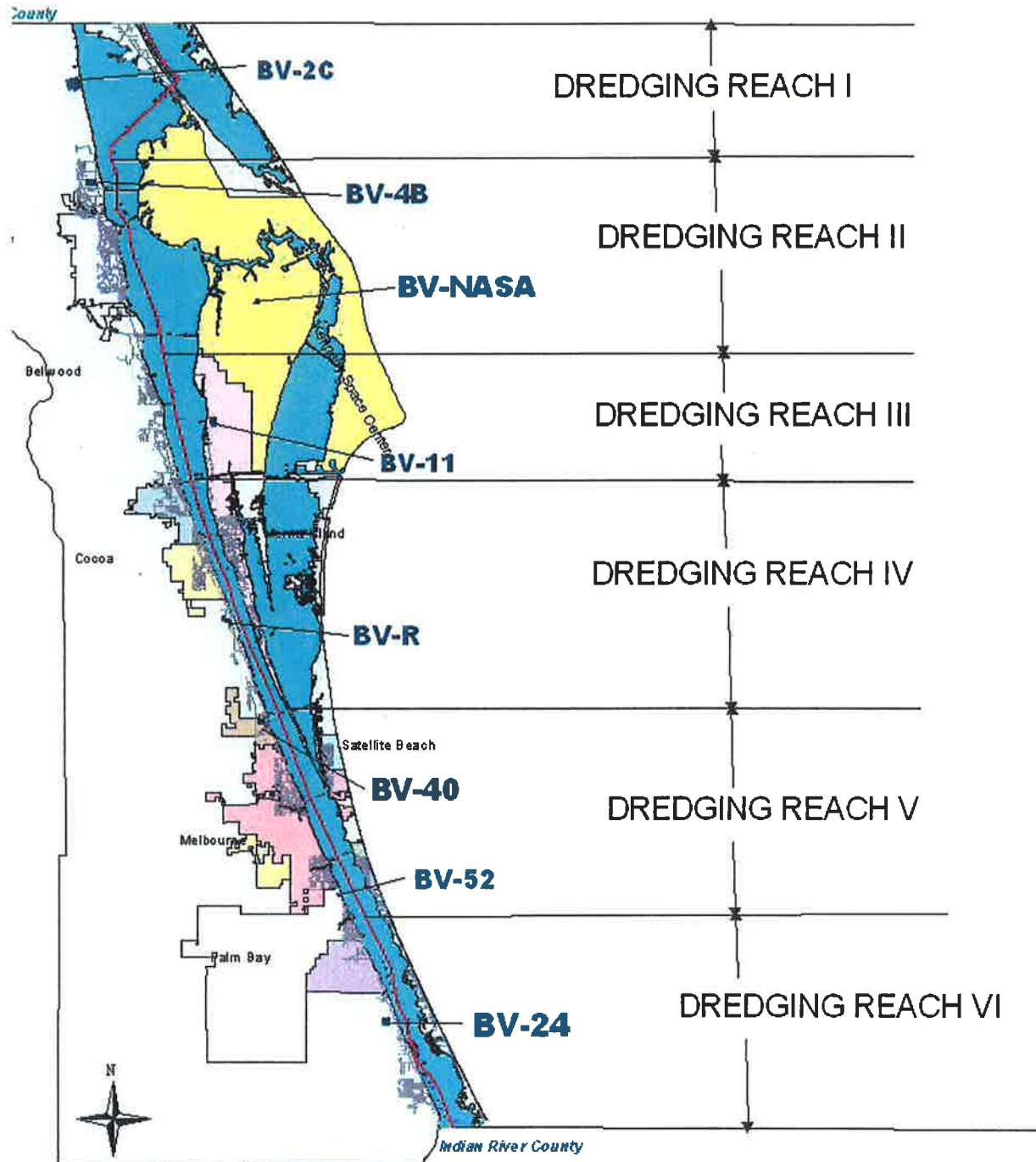


© 2013 Google

1318 ft

Google earth

INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN BREVARD COUNTY





ATTACHMENT A —

April 2, 2013

David K. Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

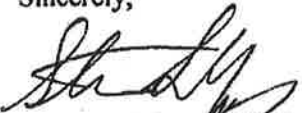
Re: Proposal for Seagrass Mitigation Area Identification, ICWW in Brevard County

Dear Mr. Roach:

Per your request, we have prepared the attached scope of services and cost proposal for identification and evaluation of FIND owned or managed properties potentially available for seagrass mitigation in Brevard County. Attachment A provides details of the proposed scope of services. We propose to provide these services for a fixed fee amount of \$26,563.00. Attachment B details our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 233-9614, or at sschropp@taylorengeering.com.

Sincerely,



Steven J. Schropp, Ph.D.
Vice President

Attachments

FIND Seagrass Mitigation Site Evaluation – Brevard County

Scope of Work

Introduction

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. One of the most difficult environmental impacts to mitigate is damage to seagrass. Seagrass occurs in the vicinity of the ICWW from Brevard County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may be quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wants to identify areas under its control that may serve as seagrass mitigation sites.. The scope of work below describes the effort to identify such properties for the Brevard County segment of the ICWW.

Task 1. Inventory Properties and Easements

Taylor Engineering will identify parcels owned by or under easement to FIND which may contain suitable seagrass mitigation areas. We will examine FIND-provided GIS information, digitized USACE real estate maps, and aerial photographs to identify FIND-managed parcels or parcels under easement to the USACE. We assume that the majority of the parcels potentially useful for seagrass mitigation occur as spoil islands lying in the long easements paralleling the ICWW throughout Brevard County. Most of these easements were granted to the federal government by the state of Florida. We will review the Indian River Lagoon Spoil Island Management Plan to identify and eliminate from consideration spoil islands that may have been committed to uses rendering them unsuitable as seagrass mitigation sites. We will submit the list of identified properties that may be suitable for seagrass mitigation to FIND for review and verification of ownership and property identifier designations.

Task 2. Characterize Properties w/ Mitigation Potential

For those properties identified as potentially suitable for mitigation in Task 1, we will map aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover by FLUCCS code and determine the area apparently suitable for seagrass mitigation. Suitable seagrass mitigation areas could include 1) uplands that can be excavated or 2) excavated areas that can be filled to create subtidal sediment elevations for seagrass colonization. We will create a GIS coverage showing the mapped habitats, locations of potential seagrass mitigation areas, and estimated seagrass mitigation acreage. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures. Based on initial review of aerial photos and the Indian River Spoil Island Management Plan, we anticipate evaluating 40 – 50 properties.

Task 3. Report and Deliverables

Taylor Engineering will describe the results of this work in a written report. The report will include a tabular listings of all properties considered and will briefly discuss the characteristics of properties identified as containing potentially suitable seagrass mitigation areas. Digital files of the GIS coverages will accompany the report.

| TASK 1: Inver | | Properties and Easements | | Page 105 |
|---------------|---------------------------------|--------------------------|----------|-------------|
| | Labor | Hours | Cost | Task Totals |
| | R. Bruce Taylor, Ph.D. | 0.5 | 153.00 | |
| | Vice President | 4.0 | 740.00 | |
| | Senior Advisor | 1.5 | 265.50 | |
| | Senior Professional | 30.0 | 3,870.00 | |
| | Senior GIS Technician | 18.0 | 1,728.00 | |
| | Administrative | 1.0 | 56.00 | |
| | Total Man-Hours | 55.0 | | |
| | Labor Cost | | | 6,812.50 |
| | Non-Labor | Units | Cost | |
| | Digitize USACE Real Estate Maps | 1.0 | 75.00 | |
| | Fee @ 10.0% | | 7.50 | |
| | Total Non-Labor Cost | | | 82.50 |
| | Total Task 1 | | | 6,895.00 |

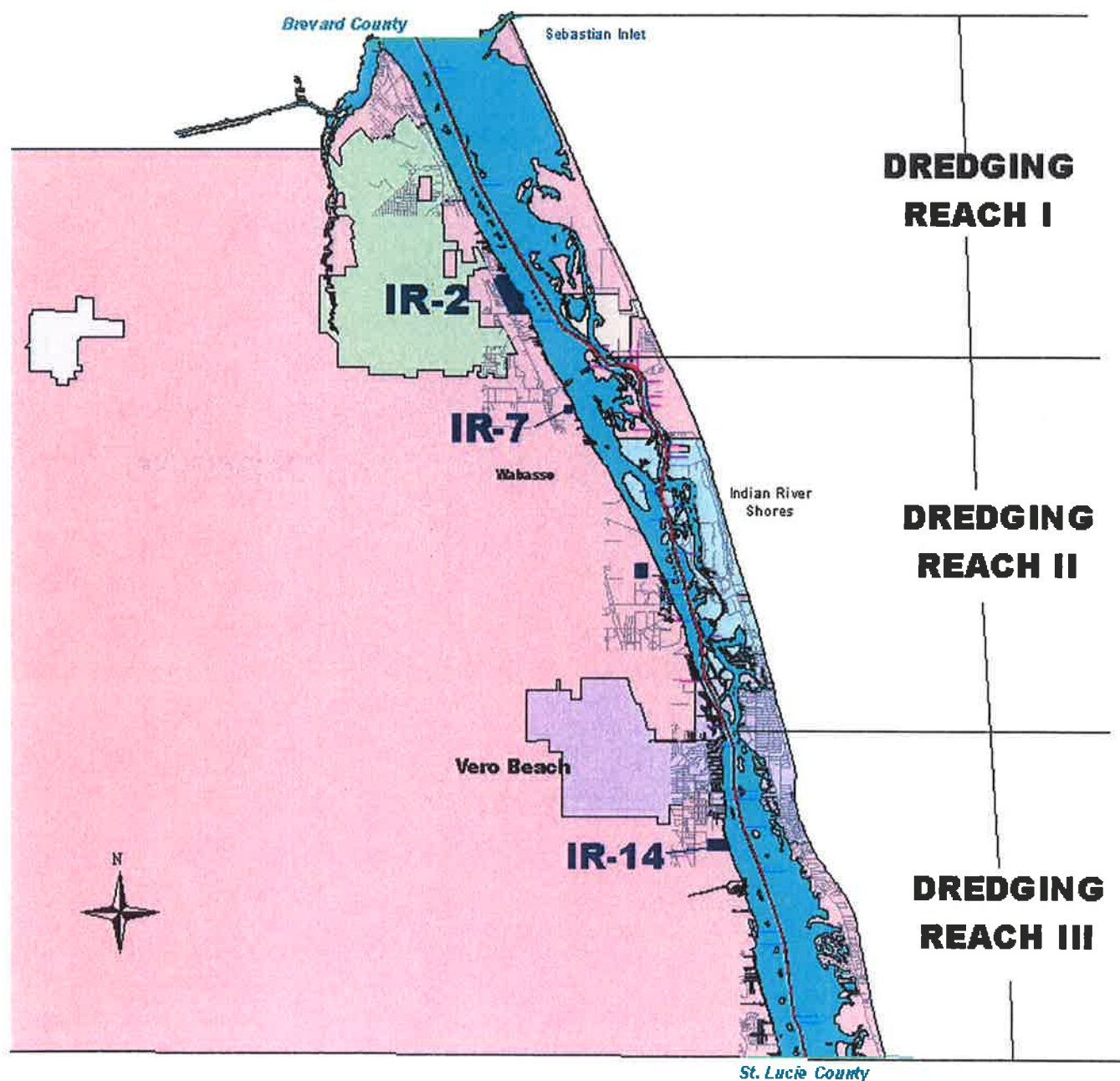
| TASK 2: Characterize Properties | | | | |
|---------------------------------|------------------------|-------|----------|-------------|
| | Labor | Hours | Cost | Task Totals |
| | R. Bruce Taylor, Ph.D. | 0.5 | 153.00 | |
| | Vice President | 7.0 | 1,295.00 | |
| | Senior Advisor | 1.0 | 177.00 | |
| | Senior Professional | 64.0 | 8,256.00 | |
| | Senior GIS Technician | 28.0 | 2,688.00 | |
| | Total Man-Hours | 100.5 | | |
| | Labor Cost | | | 12,569.00 |
| | Total Task 2 | | | 12,569.00 |

| TASK 3: Report | | | | |
|----------------|------------------------|-------|----------|-------------|
| | Labor | Hours | Cost | Task Totals |
| | R. Bruce Taylor, Ph.D. | 1.5 | 459.00 | |
| | Vice President | 5.0 | 925.00 | |
| | Senior Advisor | 2.5 | 442.50 | |
| | Senior Professional | 28.0 | 3,612.00 | |
| | Technical Editor | 1.5 | 148.50 | |
| | Senior GIS Technician | 14.0 | 1,344.00 | |
| | Administrative | 3.0 | 168.00 | |
| | Total Man-Hours | 55.5 | | |
| | Labor Cost | | | 7,099.00 |
| | Total Task 3 | | | \$ 7,099.00 |

Project Total \$ 26,563.00

INTRACOASTAL WATERWAY DREDGING REACHS AND DREDGED MATERIAL MANAGEMENT AREAS IN INDIAN RIVER COUNTY

Page 13





TAYLOR ENGINEERING, INC.

*Delivering Leading-Edge Solutions***ATTACHMENT A**

April 19 2013

David K. Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

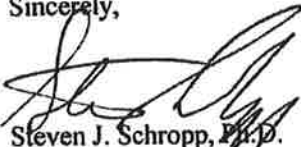
Re: Proposal for Seagrass Mitigation Area Identification, ICWW in Indian River County

Dear Mr. Roach:

Per your request, we have prepared the attached scope of services and cost proposal for identification and evaluation of FIND owned or managed properties potentially available for seagrass mitigation in Indian River County. Attachment A provides details of the proposed scope of services. We propose to provide these services for a fixed fee amount of \$27,787. Attachment B provides our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 233-9614.

Sincerely,



Steven J. Schropp, Ph.D.
Vice President

Attachments

ATTACHMENT A

FIND Seagrass Mitigation Site Evaluation – Indian River County**Scope of Work****Introduction**

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. One of the most difficult environmental impacts to mitigate is damage to seagrass. Seagrass occurs in the vicinity of the ICWW from Indian River County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may be quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wants to identify areas under its control that may serve as seagrass mitigation sites. The scope of work below describes the effort to identify such properties for the Indian River County segment of the ICWW.

Task 1. Inventory Properties and Easements

Taylor Engineering will identify parcels owned by or under easement to FIND which may contain suitable seagrass mitigation areas. We will examine FIND-provided GIS information, digitized USACE real estate maps, and aerial photographs to identify FIND-managed parcels or parcels under easement to the USACE. Parcels potentially useful for seagrass mitigation occur as spoil islands lying in the long easements paralleling the ICWW throughout Indian River County as well as upland parcels adjacent to the Indian River shoreline. Many of these easements were granted to the federal government by the state of Florida. We will review the Indian River Lagoon Spoil Island Management Plan to identify and eliminate from consideration spoil islands that may have been committed to uses rendering them unsuitable as seagrass mitigation sites. We will submit the list of identified properties that may be suitable for seagrass mitigation to FIND for review and verification of ownership and property identifier designations.

Task 2. Characterize Properties w/ Mitigation Potential

For those properties identified as potentially suitable for mitigation in Task 1, we will map aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover by FLUCCS code and determine the area apparently suitable for seagrass mitigation. Suitable seagrass mitigation areas could include 1) uplands that can be excavated or 2) excavated areas that can be filled to create subtidal sediment elevations for seagrass colonization. We will create a GIS coverage showing the mapped habitats, locations of potential seagrass mitigation areas, and estimated seagrass mitigation acreage. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures. Based on initial review of aerial photos and the Indian River Spoil Island Management Plan, we anticipate evaluating about 45 properties.

Task 3. Report and Deliverables

Taylor Engineering will describe the results of this work in a written report. The report will include a tabular listings of all properties considered and will briefly discuss the characteristics of properties identified as containing potentially suitable seagrass mitigation areas. Digital files of the GIS coverages will accompany the report.

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2013-069: FIND INDIAN RIVER COUNTY SEAGRASS MITIGATION STUDY

TASK 1: Inventory Properties and Easements

| <i>Labor</i> | <i>Hours</i> | <i>Cost</i> | <i>Task Totals</i> |
|---------------------------------|--------------|-------------|--------------------|
| R. Bruce Taylor, Ph.D. | 0.5 | 153.00 | |
| Vice President | 4.0 | 740.00 | |
| Senior Advisor | 1.5 | 265.50 | |
| Senior Professional | 34.0 | 4,386.00 | |
| Senior GIS Technician | 20.0 | 1,920.00 | |
| Administrative | 1.0 | 56.00 | |
| Total Man-Hours | 61.0 | | |
| Labor Cost | | | 7,520.50 |
| <i>Non-Labor</i> | <i>Units</i> | <i>Cost</i> | |
| Digitize USACE Real Estate Maps | 1.0 | 75.00 | |
| Fee @ 10.0% | | 7.50 | |
| Total Non-Labor Cost | | | 82.50 |
| <i>Total Task 1</i> | | | <i>7,603.00</i> |

TASK 2: Characterize Properties

| <i>Labor</i> | <i>Hours</i> | <i>Cost</i> | <i>Task Totals</i> |
|------------------------|--------------|-------------|--------------------|
| R. Bruce Taylor, Ph.D. | 0.5 | 153.00 | |
| Vice President | 7.0 | 1,295.00 | |
| Senior Advisor | 1.0 | 177.00 | |
| Senior Professional | 68.0 | 8,772.00 | |
| Senior GIS Technician | 28.0 | 2,688.00 | |
| Total Man-Hours | 104.5 | | |
| Labor Cost | | | 13,085.00 |
| <i>Total Task 2</i> | | | <i>13,085.00</i> |

TASK 3: Report

| <i>Labor</i> | <i>Hours</i> | <i>Cost</i> | <i>Task Totals</i> |
|------------------------|--------------|-------------|--------------------|
| R. Bruce Taylor, Ph.D. | 1.5 | 459.00 | |
| Vice President | 5.0 | 925.00 | |
| Senior Advisor | 2.5 | 442.50 | |
| Senior Professional | 28.0 | 3,612.00 | |
| Technical Editor | 1.5 | 148.50 | |
| Senior GIS Technician | 14.0 | 1,344.00 | |
| Administrative | 3.0 | 168.00 | |
| Total Man-Hours | 55.5 | | |
| Labor Cost | | | 7,099.00 |
| <i>Total Task 3</i> | | | <i>\$ 7,099.00</i> |

Project Total \$ 27,787.00

FLORIDA INLAND NAVIGATION DISTRICT
DATABASE CONVERSION TO MICROSOFT ACCESS

| | |
|---------------------------|-------------|
| PC PROFESSOR | \$84,000.00 |
| AVANTI TECHNOLOGIES, INC. | \$ 5,145.00 |
| DATA CONVERSION RESOURCE | \$ 2,950.00 |

PC Professor: Proposal for Florida Inland Navigation District

PC PROFESSOR®

A Proposal to Florida Inland Navigation District

**Presented on
1/6/2014**

PC Professor: Proposal for Florida Inland Navigation District

Table of Contents

| | | |
|----------|---|----------|
| 1 | Current Situation | 3 |
| 2 | Solution..... | 3 |
| 3 | Costs | 4 |
| 4 | Appendix: Terms and Conditions | 4 |

PC Professor: Proposal for Florida Inland Navigation District



PC Professor has been in business since 1989. Successfully serving South Florida's IT needs in every capacity; including custom programming, managed services and training. Our customer base spans every field from Government to small business and over the years satisfied thousands of customers. Our track record is second to none and our longevity speaks for itself.

**PC Professor
has been
impressing
clients since
1989.**

1 Current Situation

Florida Inland Navigation District has six databases in the language of Superbase. Databases are accessed using 35 forms. The last release of Superbase was in 2003. Superbase does not run on 64-bit versions of Windows and since the company liquidated in 2009 support for 64-bit is not coming therefore, programming upgrade is essential.

2 Solution

The Superbase databases and forms need to be converted to Microsoft Access. By using Microsoft Access, all current versions of Windows will be able to access the databases and forms; this includes Windows XP, Windows Vista 32-bit & 64-bit, Windows 7 32-bit & 64-bit and Windows 8 32-bit & 64-bit.

A form will be defined as a screen display and each form will have the following created:

- Disassemble each form to determine its purpose
- Re-create data structure in new databases
- Re-create the entry form in new databases
- Migrate data from old database to new database
- Setup ability for basic reports (advanced reports can be added for additional hours)

The systems cannot be run in parallel so we will have to plan a review, training and cutover to the new program. The reports would also have to be done in Microsoft Access. Brenda Sullivan has informed us that she will be creating the reports and we do not need to plan for any reports at this time. We will provide a trainer for Brenda Sullivan at Florida Inland Navigation District office in Tequesta. The trainer will teach our Microsoft Access class levels 1-3 and Microsoft Excel class levels 1-3. The classes will aid in learning how to create Microsoft Access reports and export reports to Microsoft Excel enabling further customization.

PC Professor: Proposal for Florida Inland Navigation District

3 Costs



**A+ Better
Business
Bureau
rating**

PC Professor works on an hourly rate and all estimates are given by the hour. Based on past experience, the average form will take 24 hours to convert a Superbase form to a Microsoft Access form. The 6 database will be converted before the forms are created since the forms reference the databases.

The total number of forms to be converted is 35 and the estimate will be based off of that number. We are estimating 840 hours to convert the 6 databases and 35 forms to Microsoft Access. Our programming rate is \$125 per hour. If all 35 forms and 6 databases are done PC Professor will make it a bulk rate of \$100 per hour for a total of \$84,000. We will include in this proposal a 6 full day seminar at your location covering Microsoft Access & Microsoft Excel classes' levels 1-3 at a value of \$8,000 for no additional cost. This is only an estimate and the actual cost could be below or above.

4 Appendix: Terms and Conditions

Confidentiality: Client may communicate to Contractor certain proprietary or confidential information to enable PC Professor to effectively perform requested services. PC Professor will treat all such information as confidential, and will not disclose sensitive information to any third party without the prior consent of the Client.

Contractor: PC Professor reserves the right to assign different contractors to complete the project. Newly assigned contracts will be experts in their assigned project function.

Customer's signature: _____

Print Name/ Title: _____

Date: _____

AVANTI TECHNOLOGIES, INCORPORATED
COMPUTERS AND INFORMATION SYSTEMS
401 NORTH ALTERNATE A1A
SUITE 15
JUPITER, FLORIDA 33477
561.222.8289

JONATHAN T. STARK

27 JANUARY 2014

To: Ms. Brenda Sullivan – Florida Inland Navigation District
Re: Superbase-to-ACCESS Migration

Ms. Sullivan:

Thank you very much for your time regarding this project.

An EXCEL workbook is attached, giving a line-item based estimate for this work.

References are on the next page.

Our standard billing rate is \$150.00 per hour; due to the anticipated size of this engagement, the effective rate has been discounted 30 percent to \$105.00.

The migration of the flat-file databases (INFOBASE and REPORTBASE) appears to be straightforward.

The “Grant-based” database conversion (CAP, WAP, and INTERLOCAL) is based on a detailed migration of the CAP database to ACCESS and verification of its performance to your needs, followed by duplication of the CAP database (files, forms, layouts) to separate directories for the other two and clearing/importing the appropriate Superbase files into them. This plan is dependent on all file, form, and report structures being identical to and derived from the CAP system.

Training and review of ACCESS administrative, reporting, and maintenance work is included.

Please let me know if I have covered everything.

Thanks again for your consideration.

John Stark

AVANTI TECHNOLOGIES, INCORPORATED

COMPUTERS AND INFORMATION SYSTEMS

CLIENT REFERENCES

Matt Heuer and Associates, Inc.

Matt Heuer
561.840.3400
mheuer@mhassoc.com

Collaborated on numerous application development and migration projects since 1989

Acme Lighting Distributors, Inc.

Walter Jenkins
561.746.7191
acmelight@comcast.net

Developed specialized invoicing / purchasing application for wholesale lighting distribution in 1988-90 under DOS database "REVELATION". Migrated same to Windows environment and currently maintaining it.

Abaca.net Programming and Software Support

Elizabeth Way
561.737.3999
eway@abaca.net

Database conversion, development, and reporting systems. Some specifics:

- **Major Air-conditioning Service Company:**
 - Replicated legacy dispatch/scheduling system in ACCESS 2007
- **Nationwide Foodservice Distribution Firm:**
 - Developed numerous reporting and analysis applications based on data extraction from enterprise accounting platform.
- **International Toy and Novelty Distributor:**
 - Automated Royalty Reporting system, compressing a weeks-long process into a few days or less.

Florida Inland Navigation District - Superbase-to-ACCESS Migration Project



Phase / Function

Est Hrs

Est Cost

Rate

105.00

Flat File Databases:

Infobase:

Export to Dbase III/IV format
Examine Structure
Create ACCESS DB based on structure (Import)
Examine Form/Reporting
Reproduce Form in ACCESS
Reproduce Report/Listing in Access
Review Operation with Brenda - Make Adjustments

0.75
0.50
0.75
0.75
1.25
0.75
1.00

78.75
52.50
78.75
78.75
131.25
78.75
105.00

Subtotal - Infobase

5.75

603.75

Reportbase:

Export to Dbase III/IV format
Examine Structure
Create ACCESS DB based on structure (Import)
Examine Form/Reporting
Reproduce Form in ACCESS
Reproduce Report/Listing in Access
Review Operation with Brenda - Make Adjustments

0.50
0.50
0.75
0.50
1.00
0.75
0.50

52.50
52.50
78.75
52.50
105.00
78.75
52.50

Subtotal - Reportbase

4.50

472.50

Phase / Function

Est Hrs

Est Cost

105.00

Multi-File "Grants" Structured Databases:

Master Database: CAP:

Master Template - CAP Database:

Data Structure Analysis / Definition:

Export All files to Dbase III/IV Format

Review Structure of All Files

Review File Relationships - All files and Forms

Import All files to ACCESS database (for CAP)

Reproduce File Relationships in ACCESS

1.00

105.00

1.50

157.50

0.75

78.75

1.25

131.25

1.00

105.00

Form Development:

Grant Monitoring Form:

Fields / Labels/General Layout

Control Buttons

Subforms (3) Reports,Reimbursement Requests,Required Status Reports

Associated Project Reports Comment Entry Form

1.75

183.75

0.50

52.50

2.75

288.75

0.75

78.75

Applicant Form:

Fields / Labels/General Layout

Control Buttons

New Project Setup Function

1.00

105.00

0.50

52.50

1.50

157.50

Project Information Form:

Fields / Labels/General Layout

Control Buttons

Subform (Permits)

1.00

105.00

0.50

52.50

1.75

183.75

Phase / Function

Project Cost Estimates Form:
Fields / Labels/General Layout
Control Buttons

1.50
0.50

Est Hrs

157.50
52.50

105.00

Internal Check Request Form:
Fields / Labels/General Layout
Control Buttons

1.00
0.50

105.00
52.50

Project Inspection Form:
Fields / Labels/General Layout
Control Buttons

1.25
0.50

131.25
52.50

Subtotal - Master Database: CAP

22.75

2388.75

| <u>Phase / Function</u> | <u>Est Hrs</u> | <u>Est Cost</u> |
|---|----------------|-----------------|
| Derived Database from CAP: ("WAP" - Waterway Assistance) : | | |
| Copy and Clear CAP Master Template Database | 0.25 | 26.25 |
| Export All files to Dbase III/IV Format | 0.75 | 78.75 |
| Review Structure of All Files | 0.50 | 52.50 |
| Review File Relationships - All files and Forms | 0.25 | 26.25 |
| Import All files to ACCESS database (for WAP) | 0.50 | 52.50 |
| Subtotal - Derived Database: WAP: | 2.25 | 236.25 |
| Derived Database from CAP: ("INTERLOCAL" - Several Gov't Entities) : | | |
| Copy and Clear CAP Master Template Database | 0.25 | 26.25 |
| Export All files to Dbase III/IV Format | 0.75 | 78.75 |
| Review Structure of All Files | 0.50 | 52.50 |
| Review File Relationships - All files and Forms | 0.25 | 26.25 |
| Import All files to ACCESS database (for WAP) | 0.50 | 52.50 |
| Subtotal - Derived Database "INTERLOCAL" | 2.25 | 236.25 |
| General ACCESS Database Admin and Reporting: | | |
| Altering FILES / FIELDS in an ACCESS Database | 1.25 | 131.25 |
| Altering FORMS / PROMPTS in an ACCESS Database | 0.75 | 78.75 |
| ACCESS Reporting Principles | 1.50 | 157.50 |
| ACCESS Query Principles - Linking to a Report - Run-time Parameters | 1.50 | 157.50 |
| Subtotal-General ACCESS Database Admin and Reporting: | 5.00 | 525.00 |

Phase / Function

Est Hrs

Est Cost

105.00

Project Estimated Subtotal

42.50

4462.50

Plus: 15 % Allowance - Unforeseen Conditions

6.50

682.50

Project Estimated Total

49.00

5145.00



Data Conversion Resource

7330 W 88th Ave
Unit E-164
Westminster, CO 80021
Phone: (888) 747-8923
www.dataconversionresource.com

Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477
(561) 627-3386

Date: 02-13-2014
Estimate: ES021314100

Attn: Brenda Sullivan

From: John D. Svec

Data Conversion Estimate

Convert SuperBase to MS Access 2007 @ \$250 per form.

\$ 1,750.00

Bring tables exported from SuperBase as Excel, into Access.

Tables

CHKREQST
GRANTINS
PERMITS
WAPPJRPT

ELEMENTS
GRANTMON
PROJINFO

Create forms and sub-forms as required to interface with tables to allow input and viewing of data.

Monitoring Form

Links to Application Form
Links to Project Information Form
Links to Cost Form
Links to Inspection Form
Links to Check Request Form
Links to Comments Entry Form

Application Form

Links to Project Information Form
Links to Cost Form

Project Information Form

Links to Cost Form

Cost Form

Inspection Form

Check Request Form

Comments Entry Form



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 Unit E-164
 Westminster, CO 80021
 Phone: (888) 747-8923
www.dataconversionresource.com

| | |
|--|--------------------|
| Convert 3 SuperBase databases to MS Access 2007 @ \$150 each using above forms. | \$ 450.00 |
| Convert 2 SuperBase databases to MS Access 2007 @ \$250 each building one form. | \$ 500.00 |
| Convert 1 SuperBase database to MS Access 2007 @ \$250 with slight modification to above forms. | \$ 250.00 |
| Total | \$ 2,950.00 |

Thank you for your business!

**John Svec
 VP Operations**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of this ____ day of _____, 2014, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Tenant.

RECITALS

A. Landlord is the owner of a parcel of land located in Palm Beach County, Florida as more particularly described in that certain Warranty Deed from Burning Foot, Ltd. to Florida Inland Navigation District dated January 8, 1974 and recorded on January 16, 1974 in Official Record Book 2260, Page 356, of the Public Records of Palm Beach County, Florida (the "FIND Parcel").

B. Tenant is constructing a public waterfront park located on the west side of the Intracoastal Waterway and south of Indiantown Road, Jupiter, Florida known as Waterside Park and platted in Plat Book 31, Page 10, of the Public Records of Palm Beach County, Florida (the "Park").

C. The Tenant's project will include a public boat launching ramp and a fishing pier (the "Project").

D. The FIND Parcel separates the Park from the Intracoastal Waterway.

E. Tenant's Project will occupy portions of the FIND Parcel.

F. Tenant has requested Landlord to lease the North 800 feet of the FIND Parcel to Tenant for use as a public waterfront park, including the construction, use and maintenance of the Project.

G. Landlord has no current plans to utilize the North 800 feet of the FIND Parcel in connection with the maintenance and improvement of the Intracoastal Waterway.

H. Landlord is willing to lease the North 800 feet of the FIND Parcel to Tenant for use as a public waterfront park, including the Project, upon the terms and conditions of this Lease.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. LEASED PREMISES/TERM/CONTINGENCY

Landlord hereby leases to Tenant the North 800 feet of the FIND Parcel, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Leased Premises"), for a term commencing _____, 2014, and terminating _____, 2044 (the "Initial Term").

3. PAYMENT OF RENT

- a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease rent in the amount of One Dollar (\$1.00) per year ("Rent"). Rent is due and payable annually in advance or in lump sum.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477

- c. Tenant agrees to pay any and all charges and deposits for any and all utilities in addition to said rent.
- d. Tenant shall pay such other amounts deemed "additional rent" pursuant to Paragraph 13 hereof.
- e. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said Rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Leased Premises for the term aforesaid, PROVIDED ALWAYS, that this Lease is

conditioned upon the prompt payment of rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Leased Premises and repossess the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover rent.

5. [INTENTIONALLY OMITTED]

6. USE OF LEASED PREMISES/CONDUCT OF BUSINESS

a. Tenant shall continuously occupy and use the Leased Premises solely for public waterfront park purposes, including constructing, operating and maintaining a public boat launching facility and a public fishing pier (hereinafter the "Permitted Use").

Tenant shall not use the Leased Premises or construct other improvements thereupon except as specifically provided above without Landlord's prior written consent.

b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, the County of Palm Beach and, if applicable, the Town of Jupiter, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Leased Premises, and shall not make any use of the Leased Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

7. TENANT'S FIXTURES AND ALTERATIONS

a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Leased Premises, other than the Project, without first obtaining the written consent of Landlord. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Leased Premises shall remain upon the Leased Premises at the expiration or earlier termination of this Lease, and shall become the property of Landlord, except as otherwise provided herein.

b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.

8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Leased Premises, nor permit the Leased Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which may not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Leased Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.
- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Leased Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.
- c. In the event Tenant assigns or sublets the Leased Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. LIENS

- a. Mechanics' or Materialmen's Liens: Tenant shall not cause any liens of mechanics, laborers or materialmen to stand against the Leased Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Leased Premises, by or at the direction of Tenant.

If the Leased Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall immediately notify Landlord of the filing or the threatened filing of any such lien, shall immediately cause the lien to be transferred to other security, and shall from time to time notify Landlord of the status of such contest.

- b. Landlord's Liability for Tenant's Liens: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished Tenant or to anyone holding the Leased Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Leased Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.
- c. Public Construction Bond. Tenant shall obtain a public construction bond in accordance with Section 255.05, F.S. from any contractor doing work upon the Leased Premises prior to the commencement of any such work. The bond shall be substantially in the form provided in Subsection 255.05(3) or as otherwise approved by Landlord, and shall include Landlord as a Principal.

10. LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Leased Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Leased Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Leased Premises, from noise, vibration, smoke or odors emanating from the Leased Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such waiver such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Leased Premises, latent or otherwise, except as provided by law.
- b. Tenant, subject to and within the limitations set forth in Section 768.28, F.S., will indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees.

- c. Tenant shall include in any construction contract for work upon or involving the Leased Premises that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, the County of Palm Beach and, if applicable, the Town of Jupiter, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Leased Premises,
- e. The provisions of this Paragraph 10 shall survive the termination of this Lease.

11. INSURANCE

- a. Tenant will keep in force, with companies and in a form acceptable to Landlord, at Tenant's expense, during the term of this Lease and any extension or renewal thereof and during such other time as Tenant occupies the Leased Premises or any part thereof general liability insurance with respect to the Leased Premises with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. Tenant will further deposit policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage.
- c. All policies of insurance required to be carried by Tenant by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and shall name Landlord as an additional insured.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The Tenant's insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's insurance and shall not contribute to it.

- f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000 as to Tenant and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant shall be solely responsible for deductible and/or self-insured retention.
- h. Insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.

12. REPAIRS AND MAINTENANCE OF LEASED PREMISES

Tenant shall at all times at its sole cost and expense keep and maintain the Leased Premises, including, without limitation, the Project, in good order, condition and repair and shall not commit or suffer any waste on the Leased Premises.

13. ADDITIONAL RENT

For purposes of this Paragraph:

- a. "Taxes" shall mean real estate taxes, special and extraordinary assessments and governmental levies against the property upon which the Leased Premises is located.
- b. "Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority.
- c. Tenant shall pay as additional rent for such Tax Year the said Taxes for such Tax Year. The payment shall be prorated, if necessary, to correspond with that portion of a Tax Year occurring within the term of this Lease. The payment shall be made by Tenant within (30) days after receipt of a demand from Landlord therefor, which demand shall be accompanied by a copy of the tax bill together with Landlord's computation of the payment. Landlord herein reserves the right to elect to pay said taxes so as to take advantage of any discount for early payment of same or to pay said taxes in full on the date same are due and payable in full without said discount.

14. USE OF WATERSIDE PARK BY LANDLORD

Tenant agrees that, during the term of this Lease, Landlord may use one lane of the boat launching facility, together with three (3) parking spaces, for activities associated with the maintenance and improvement of the Intracoastal Waterway undertaken by Landlord and/or the United States Army Corps of Engineers and their respective contractors. Such use shall not unreasonably interfere with the public use of the remaining lanes. The timing and duration of such use shall be coordinated in advance by Landlord and Tenant. Landlord shall be responsible for repairing any damage to the Leased Premises and Waterside Park resulting from such use.

15. HAZARDOUS MATERIALS

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Leased Premises to be kept free of hazardous wastes or substances.
- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Leased Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Leased Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Leased Premises.

- g. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Leased Premises, arising from Tenant's use of the Leased Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of seven (7) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said seven (7) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such seven (7) day period and shall not thereafter diligently proceed therewith to completion.
- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Leased Premises by Tenant.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
 - i. terminate the Lease by and retake possession of the Leased Premises for its own account,
 - ii. demand payment in full of any and all amounts then due for the balance of the then remaining term of this Lease,
 - iii. terminate the Lease and possession of the Leased Premises for the account of Tenant, who shall remain liable to Landlord, or

iv. avail itself of any other option or remedy available under Florida law;

and, in any event Tenant, shall give up the Leased Premises to Landlord.

- b. If the notice provided herein shall have been given and this Lease shall be terminated; or if the Leased Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Leased Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Leased Premises, and remove effects and repossess and enjoy the Leased Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.
- c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Leased Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Leased Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.
- c. Should Tenant refuse to give up possession of the Leased Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Leased Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Leased Premises upon reasonable advance oral notice to Tenant, except that no notice

shall be required in emergency situations. Landlord also reserves the right to enter the Leased Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Leased Premises.

20. INTENTIONALLY OMITTED

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Leased Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. [INTENTIONALLY OMITTED]

23. EMINENT DOMAIN

- a. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
- b. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall

have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. MISCELLANEOUS

- a. Tenant has inspected the Leased Premises and is familiar with its present condition and takes said Leased Premises in "As-Is" condition.
- b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.
- c. No act or agreement to accept surrender of the Leased Premises from Tenant shall be valid unless in writing signed by the parties hereto.

- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE LEASED PREMISES.**
- f. Tenant hereby acknowledges Tenant's responsibility to insure Tenant's property maintained within or upon the said Leased Premises at Tenant's expense.
- g. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.
- h. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- i. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.
- j. This Lease shall be construed under the laws of the State of Florida.
- k. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- l. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- m. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease, and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.
- n. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or

against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

o. **RADON GAS**

RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered
in the presence of:

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION
DISTRICT

Witness
Print Name: _____

BY: _____
Its Chair

Witness
Print Name: _____

DATED: _____

Approved as to form and legal sufficiency:

Peter L. Breton, Esq., General Counsel

AS TO TENANT:

PALM BEACH COUNTY, FLORIDA

Witness
Print Name: _____

BY: _____
Chairman of the Board of County
Commissioners

Witness
Print Name: _____

DATED: _____

Approved as to form and legal sufficiency:

County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

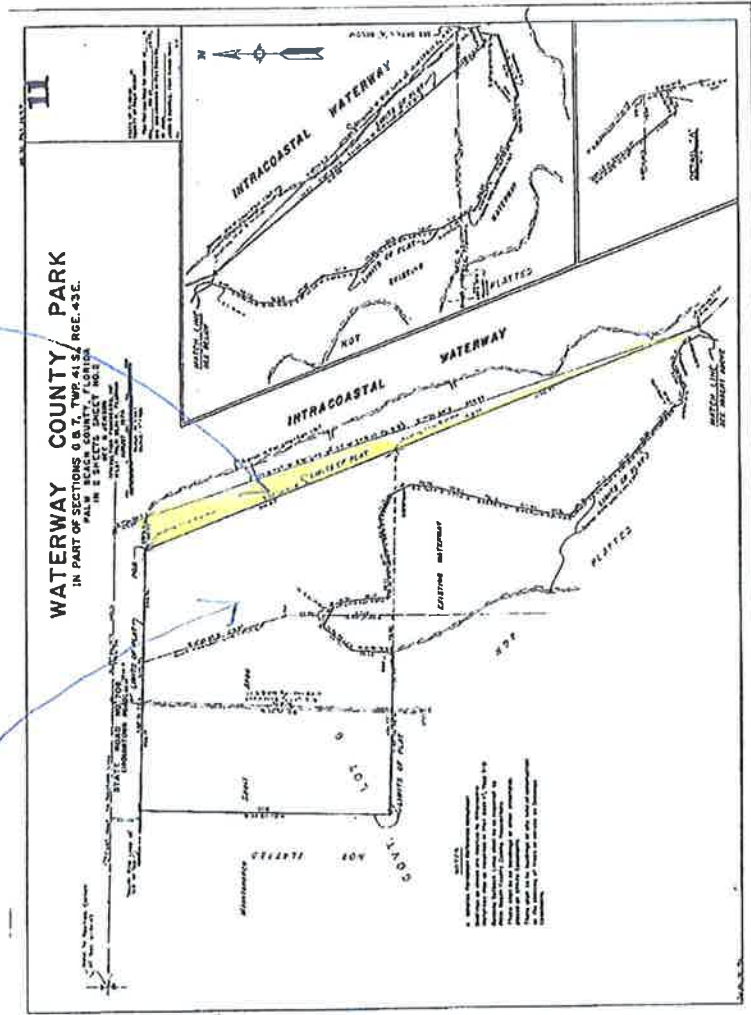
The North 800 feet, measured perpendicular to the South Right of Way line of State Road No. 706 (Indiantown Road) as now laid out and in use, of the following described parcel, to wit:

A parcel of land in part of Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Quarter Section Corner on the West Line of said Section 6; thence South 89 deg. 34' 15" East (all bearings mentioned herein refer to bearings shown on page 3 of maps of Maintenance Spoil Areas of Intracoastal Waterway, Jacksonville to Miami, by Florida Inland Navigation District dated March 1, 1953) along the East West Quarter Section line of said Section 6, a distance of 2,926.26 feet to a point on the West Right-of-way line of the Intracoastal Waterway; thence South 17 deg. 36' 54" East along said West Right-of-Way line, a distance of 103.03 feet to the South Right-of-Way line of State Road No. 706 (Indiantown Road) as now laid out and in use, and the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue South 17 deg. 36' 54" East along said West Right-of-Way line, a distance of 1,883.87 feet; thence North 20 deg. 26' 21" West, a distance of 1,918.77 feet to the South Right-of-Way line of State Road No. 706, (Indiantown Road as now laid out and in use) thence South 88 deg. 36' 33" East along said South Right-of-Way line, a distance of 190 feet to the POINT OF BEGINNING. Containing 2.044 acres, more or less.

COUNTY PARK

FIND PARCEL
ORB 2260 PG 356



NAME: WATERWAY PARK

CLASS: District Specialty

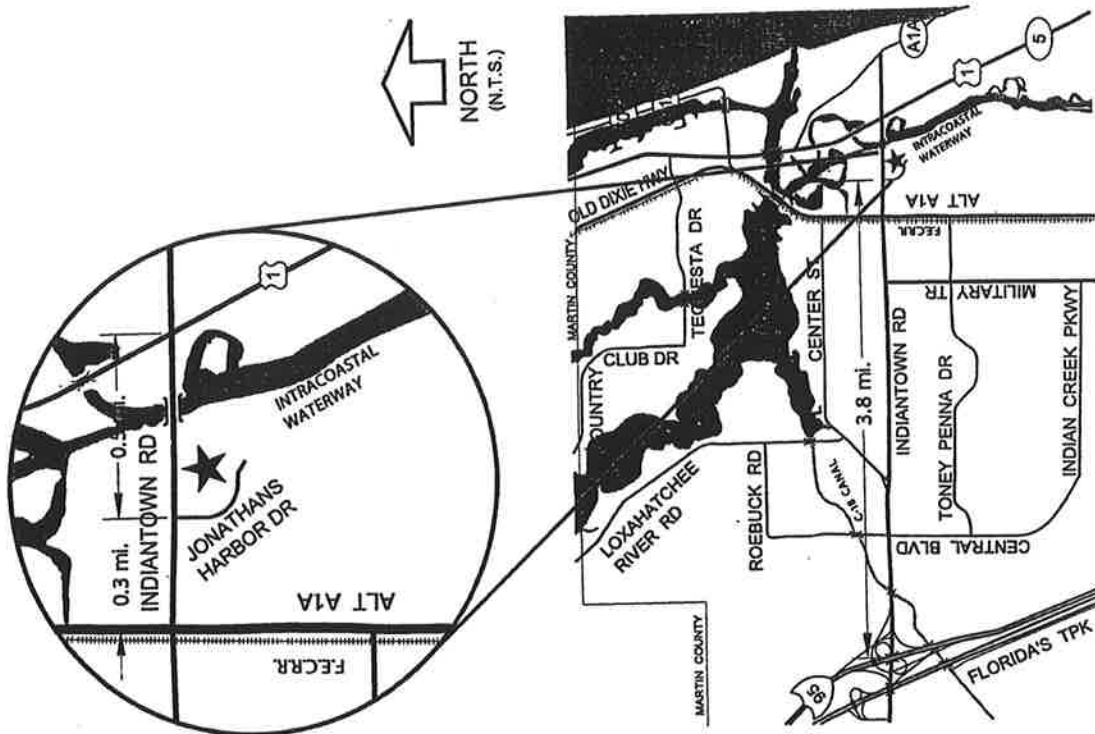
ACREAGE: 31.18 Acres

Commission District 1

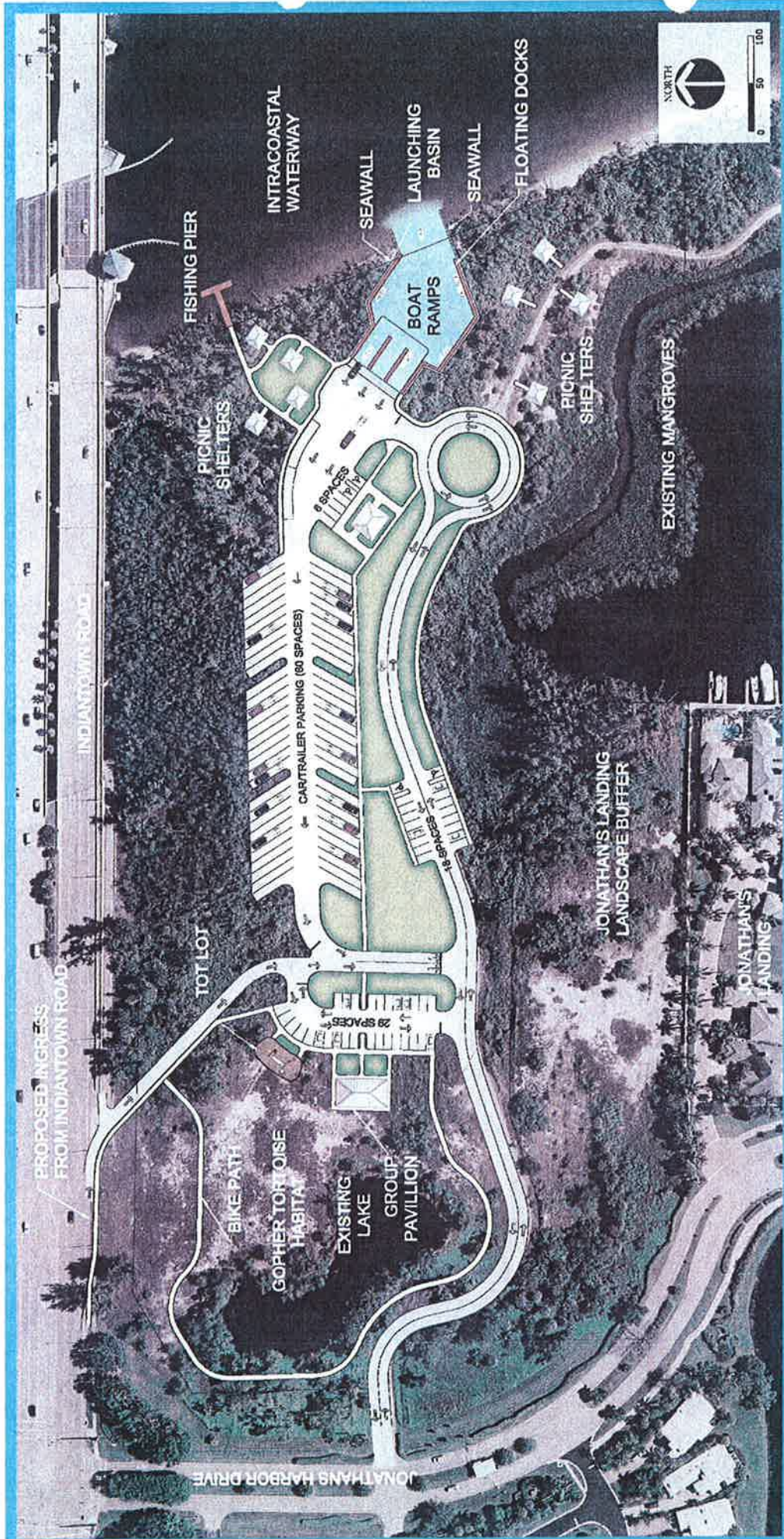
*UNDEVELOPED: NOT OPEN TO THE PUBLIC

INFORMATION

■ general park information (561) 966-6600



WATERWAY PARK



A conceptual plan for the proposed Waterway Park includes three boat ramp lanes, 60 car/trailer parking spaces, 8 picnic shelters, floating docks, and a fishing pier.

WATERWAY PARK

ALCALDE & FAY**GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS**

March 4, 2014

MEMORANDUM**TO:** Mark Crosley, Executive Director**FROM:** Jim Davenport**SUBJECT: Federal Legislative Report**

Thanks for taking the time to come to Washington on February 24 – 26 for meeting with your congressional delegation, congressional committee staff and the U.S. Army Corps of Engineers (USACE). A final copy of the itinerary is enclosed.

We had productive meetings with your congressional delegation to discuss the following items: (1) funding in the USACE fiscal year (FY) 2014 work plan for FIND's projects; (2) funding for Inland Waterways and Navigation Maintenance in the FY 2014 Energy and Water Appropriations Bill; and (3) problems associated with mitigation for maintenance activities as a result of Essential Fish Habitat (EFH) consultation with the National Marine Fisheries Service (NMFS).

As you know, just prior to your trip, we secured 12 signatures on a letter to USACE Secretary Jo-Ellen Darcy requesting funding for FIND's projects in the FY 14 work plan. The letter is enclosed.

During our meeting with the USACE, we had the opportunity to discuss the funding requests for your 2014/2015 projects. The USACE was supposed to send its work plan to Congress on March 3rd, but the government was shut down on the 3rd because of snow. Nevertheless, we anticipate the work plan will be made available to the public sometime soon and we will contact you as soon as we see it.

We also met with committee staff on the House Natural Resources Committee and Senate Commerce, Science and Transportation Committee to discuss the need to ease mitigation for maintenance requirements resulting from EFH consultation. Staff indicated they are working on Magnuson Stevens Reauthorization legislation and asked to review any legislative language we would suggest. We have prepared language for

your review and will continue to coordinate our efforts with you and the congressional staff.

Please contact us with any questions.

Congress of the United States
Washington, DC 20515

February 19, 2014

The Honorable Jo-Ellen Darcy
Assistant Secretary of the Army for Civil Works
Headquarters, US Army Corps of Engineers
441 G. Street, NW
Washington, DC 20314-1000

Dear Secretary Darcy:

We are writing on behalf of the Florida Inland Navigation District, the state sponsor of the Intracoastal Waterway (IWW), Atlantic Intracoastal Waterway (AIWW) and Okeechobee Waterway (OWW) in Florida, to request fiscal year 2014 funding for maintenance dredging projects in the IWW and OWW.

The continued maintenance of the IWW and OWW in Florida are vital to the State's economy. The Intracoastal Waterway annually transports over 500,000 recreational vessels; provides \$11.9 billion in economic output, which includes \$3 billion in personal wages and 66,631 jobs; generates \$540 million in tax revenues and increases property values by \$19.4 billion. Studies have shown that these benefits would be reduced by 45% if the waterway is not properly maintained.

The OWW annually transports tons of commercial cargo, has recreation visitation by 6.6 million people and a National Economic Development (NED) value of over \$55 million. The Corps of Engineers has estimated the average annual NED impact to navigation and recreation through the loss of operation and maintenance activities to be \$22.7 million.

As the Army Corps of Engineers reviews projects that are ready to be executed in FY 2014, we ask that you give strong consideration to funding Florida's IWW and OWW dredging projects. Details on the specific projects are attached.

Thank you for your careful consideration of our request.

Sincerely,



Lois Frankel
Member of Congress



Bill Posey
Member of Congress



Alcee L. Hastings
Member of Congress



Ileana Ros-Lehtinen
Member of Congress



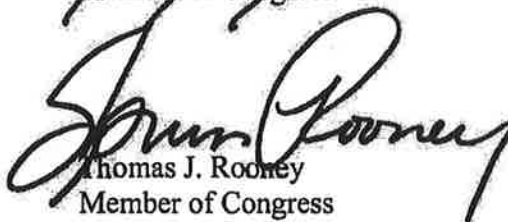
Corrine Brown
Member of Congress



Mario Diaz-Balart
Member of Congress



Debbie Wasserman Schultz
Member of Congress



Thomas J. Rooney
Member of Congress



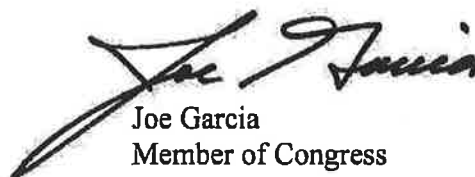
Theodore E. Deutch
Member of Congress



Frederica S. Wilson
Member of Congress



Patrick E. Murphy
Member of Congress



Joe Garcia
Member of Congress

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

**FLORIDA INLAND NAVIGATION DISTRICT
WASHINGTON, D.C. ITINERARY
FEBRUARY 24-26, 2014**

The Honorable Lynn Williams, Commissioner
The Honorable Jerry Sansom, Commissioner
Mark Crosley, Executive Director
Janet Zimmerman, Assistant Executive Director
Jim Davenport, Alcalde & Fay

cell (703) 597-2009

Hotel:

Hilton Garden Inn Washington DC Downtown
815 14th Street N.W.
Washington, DC 20005
(202) 783-7800

Drivers: Arthur Nylander c) 703-801-3323 / Jim Smoot c) 703-975-6596

Monday, February 24th

9:15am ***FIND officials depart hotel for Rayburn House Office Building
Jim will meet you at 2206 Rayburn***

10:00am **Josh Salpeter, Legislative Director**
Office of Congresswoman Ileana Ros-Lehtinen (R-FL-27)
2206 Rayburn House Office Building
(202) 225-3931

11:00am **Angie Giancarlo, Professional Staff Member, Majority Staff**
Taunja Berquam, Professional Staff Member, Minority Staff
Subcommittee on Energy and Water Development
House Appropriations Committee
2362-B Rayburn House Office Building
(202) 225-3421

Noon **Lunch at Art and Soul**
415 New Jersey Ave, NW
(202) 393-7777

1:30pm ***AF Driver will transport group to Ford House Office Building***

2:00pm **Matt Strickler, Professional Staff Member, Minority Staff**
 Subcommittee on Fisheries, Wildlife, Oceans, and Insular Affairs
 House Committee on Natural Resources
 H2-186 Ford House Office Building
 (202) 225-6065

3:00pm **Ian Wolf, General Counsel/Senior Policy Advisor**
 Office of Congressman Alcee Hastings (D-FL-20)
 2353 Rayburn House Office Building
 (202) 225-1313

3:30pm *AF Driver will transport group to Hilton Garden Inn*

Tuesday, February 25th

9:15am *AF Driver will pick up group at Hilton Garden Inn for transportation to Hart Senate Office Building*

10:00am **Sara Decker, Professional Staff Member, Minority Staff (Rubio)**
 Senate Committee on Commerce, Science, and Transportation
 227 Hart Senate Office Building
 (202) 224-1251

11:30am **Jenny Solomon, Legislative Assistant**
 Office of Senator Bill Nelson (D-FL)
 716 Hart Senate Office Building
 (202) 224-5274

11:50am **Lunch at The Monocle**
 107 D St., NE
 (202) 546-4488

1:15pm **Morgan Cashwell, Legislative Assistant/Counsel**
 Office of Congressman Patrick Murphy (D-FL-18)
 1517 Longworth House Office Building
 (202) 225-3026

2:00pm **Brian Waldrip, Legislative Director**
 Office of Congressman John Mica (R-FL-7)
 2187 Rayburn House Office Building
 (202) 225-4035

- 2:45pm** **Dustin Carmack, Legislative Director**
Office of Congressman Ron DeSantis (R-FL-6)
427 Cannon House Office Building
(202) 225-2706
- 3:30pm** **Clay Hollis, Legislative Assistant**
Office of Congressman Tom Rooney (R-FL-17)
221 Cannon House Office Building
(202) 225-5792
- 4:00pm** **Ian Rayder, Deputy Chief of Staff**
Office of Congresswoman Debbie Wasserman Schultz (D-FL-23)
118 Cannon House Office Building
(202) 225-7931
- 4:30pm** **Miguel Mendoza, Legislative Director**
Office of Congressman Mario Diaz-Balart (R-FL-25)
436 Cannon House Office Building
(202) 225-4211
- 7:00pm** **Dinner at The Oceanaire Seafood Room**
1201 F Street, NW
(202) 347-2277

Wednesday, February 26th

- 8:30am** **Congresswoman Lois Frankel (D-FL-22)**
Jim Cho, Legislative Director
1037 Longworth House Office Building
(202) 225-9890
- 9:30 am** **Nicole Golonka, Legislative Assistant**
Office of Congressman Ander Crenshaw (R-FL-4)
440 Cannon House Office Building
(202) 225-2501
- 11:00am** **Congressman Joe Garcia (D-FL-26)**
Jennifer George-Nichol, Legislative Assistant
1440 Longworth House Office Building
(202) 225-2778

- 12:15pm** **Lunch at the House Members Dining Room**
The U.S. Capitol Building
(202) 225-6300
- 2:00pm** **Josh Lipman, Legislative Assistant**
Office of Congressman Ted Deutch (D-FL-21)
1024 Longworth House Office Building
(202) 225-3001
- 2:45pm** **Justin Zorn, Legislative Assistant**
Office of Congresswoman Frederica Wilson (D-FL-24)
208 Cannon House Office Building
(202) 225-4506
- 3:30pm** **Dave Whaley, Legislative Staff, Majority**
Subcommittee on Fisheries, Wildlife, Oceans, and Insular Affairs
House Committee on Natural Resources
140 Cannon House Office Building
(202) 2256-0200
- 4:30pm** **Congressman Bill Posey (R-FL-8)**
Stuart Burns, Chief of Staff
Marcus Brubaker, Legislative Director
120 Cannon House Office Building
(202) 225-3671
- 5:00pm** **Stacey Brown, PMP**
Jeffrey McKee, Coastal Navigation Program Manager
U.S. Army Corps of Engineers
Deputy Chief (Civil Works)
South Atlantic Division
Regional Integration Team
451 G St., NW (Corps HQ)
(202) 761-4106