

**BOARD OF COMMISSIONERS
MEETING AGENDA
FRIDAY, JUNE 20, 2014
Book 1**

PRELIMINARY AGENDA
FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting
9:00 AM, Friday June 20, 2014
DoubleTree by Hilton Cocoa Beach Oceanfront
2080 North Atlantic Ave. (S.R. A1A)
Cocoa Beach, FL 32931

ITEM 1. 9:00 AM **Call to Order** - Chair Chappell will call the meeting to order.
ITEM 2. **Pledge of Allegiance** - Commissioner Sansom will lead the pledge of allegiance.
ITEM 3. **Roll Call** - Secretary Netts will call the roll.

ITEM 4. **Public Comments.**
The public is invited to provide comments on issues that are NOT on today's agenda.

ITEM 5. **Consent Agenda** - Presented for approval. Commissioners may remove any consent agenda item for discussion. (Consent agenda and back up follows COLORED page)
Recommend : Approval of Consent Agenda.
a) Regulatory Plan for Rule Adoption
b) GIS Maintenance Agreement
c) Committee Assignments
d) Navigation District Office Alarm System Update
e) Washington Report

ITEM 6. **Additions or Deletions**- Regular Agenda - Any additions or deletions to the meeting agenda will be announced.
Recommend : Approval of Final Agenda.

ITEM 7. **Board Meeting Minutes.** Minutes of the following meetings are presented for approval:
(See pages 3-46)
*May 17,2014 Nomination Committee Mtg. * May 17, 2014 Finance & Budget Committee Mtg.
* May 17, 2014 Board Meeting;
Recommend: Approval of the minutes as presented.

ITEM 8. **Finance & Budget Committee Report**
The District's Finance & Budget Committee will provide their recommendations concerning items on their agenda.
(Please see: Finance & Budget Committee Agenda Package)
Recommend: Approval of the recommendations of the District's Finance & Budget Committee.

ITEM 9. **Staff Report on Brevard County Area Projects** (see pages 47-74)
Staff will present a report on District Projects in the Brevard County area.

ITEM 10. **Presentation of Cooperative Assistance Program Applications**
ITEM 10.1 9:20 AM USFWS Merritt Island Biolab Boat Ramp & Kayak Launch
ITEM 10.2 9:30 AM SJRWMD Eau Gallie Dredging Ph IB

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ITEM 11. Presentation of Waterways Assistance Program Applications (Items 11.01 - 11.29)

ITEM 11.01	9:40 AM City of Vero Beach	Restroom Addition to Riverhouse Ph I
ITEM 11.02	9:50 AM Indian River County	Oslo Public Boat Ramp Parking and Dredging
ITEM 11.03	10:00 AM Indian River County	Head Island Improvement
ITEM 11.04	10:10 AM City of Fort Pierce	Melody Lane Fishing Pier Ph IIA
ITEM 11.05	10:20 AM City of Stuart	City of Stuart Riverwalk Expansion Ph II

10:30 AM BREAK

ITEM 11.06	10:40 AM Martin County	St Lucie Inlet Maintenance
ITEM 11.07	10:50 AM City of Belle Glade	N Marina Basin Dock & Boardwalk Construction
ITEM 11.08	11:00 AM City of Belle Glade	Pavilion Lake Ramp & Dredging Ph I
ITEM 11.09	11:10 AM Palm Beach County	Burt Reynolds Park West Side Redevelopment
ITEM 11.10	11:20 AM Palm Beach County	Waterway Park Development Ph IIB
ITEM 11.11	11:30 AM Palm Beach County	Old Bridge Park Natural Area
ITEM 11.12	11:40 AM Palm Beach County	Torry Island Reef Project
ITEM 11.13	11:50 AM Palm Beach County	Peanut Island Erosion Control & Artificial Reefs

NOON LUNCH

ITEM 11.14	1:00 PM City of Riviera Beach	Riviera Beach Marina Part B Ph I
ITEM 11.15	1:10 PM City of Dania Beach	Dania Beach Municipal Marina Renovations Ph IIC
ITEM 11.16	1:20 PM City of Fort Lauderdale	FLPD Marine Outboard Motors Replacement Project II
ITEM 11.17	1:30 PM City of Pompano Beach	Intracoastal Water Taxi Station Ph I
ITEM 11.18	1:40 PM City of Pompano Beach	Alsdorf Park Improvements Ph II
ITEM 11.19	1:50 PM City of St Augustine	Salt Run Navigation Channel Dredging Ph V
ITEM 11.20	2:00 PM City of St Augustine	Lighthouse Park Boat Ramp Repair
ITEM 11.21	2:10 PM St. Johns County	Vilano Beach Fishing Pier Remediation
ITEM 11.22	2:20 PM City of Atlantic Beach	Marsh Preserves Launch, Fishing & Access Ph II

2:30 PM BREAK

ITEM 11.23	2:40 PM City of Jacksonville	Arlington Lions Club Park Boardwalk Ph II
ITEM 11.24	2:50 PM City of Jacksonville	County Dock Boat Ramp Ph II
ITEM 11.25	3:00 PM City of Jacksonville	Exchange Club Island Park Ph II
ITEM 11.26	3:10 PM City of Jacksonville	Northbank Riverwalk Ph II
ITEM 11.27	3:20 PM City of Jacksonville	Ortega River Mooring Field Ph II
ITEM 11.28	3:30 PM City of Jacksonville	Pottsburg Creek Dredge Ph II
ITEM 11.29	3:40 PM City of Jacksonville	Sisters Creek Dock Redesign Ph II

(Recess Item 11)

ITEM 12. 3:50 PM Public Comment
(Recess full Board meeting)

MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Nomination of Officers Committee Meeting
8:15 a.m., Saturday, May 17, 2014
Courtyard by Marriott Coconut Grove
2649 S. Bayshore Drive
Miami-Dade County, Florida 33133-5464

ITEM 1. **Call to Order.**

Acting-Chair Bowman called the meeting to order at 8:02 a.m.

ITEM 2. **Roll Call.**

Assistant Executive Director Janet Zimmerman called the roll and Commissioner Bowman, Commissioner Dritenbas, Commissioner Isiminger, and Commissioner Sansom were present. Ms. Zimmerman stated that a quorum was present.

ITEM 3. **Additions or Deletions.**

Commissioner Bowman asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the agenda. He noted that Commissioner Kavanagh has withdrawn her name from the officer candidate list.

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

ITEM 4. Election of a Committee Chair.

Commissioner Sansom nominated Commissioner Bowman as Chair of the Nomination Committee. The motion was seconded by Commissioner Dritenbas. Acting-Chair Bowman asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Public Comments.

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

ITEM 6. Commissioners Responses on the Willingness to serve as an Officer.

Mr. Crosley noted that there are four officer positions with four commissioners interested in those positions. He asked if there were any comments or questions. There were none.

ITEM 7. Nomination of a Board of Commissioners Chair for the Period of June 2014 through May 2015.

Commissioner Sansom nominated Commissioner Chappell for recommendation to the Board as Chair. The motion was seconded by Commissioner Isiminger. Chair Bowman asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Nomination of a Board of Commissioners Vice-Chair for the Period of June 2014 through May 2015.

Commissioner Isiminger nominated Commissioner Blow for recommendation to the Board as Vice-Chair. The motion was seconded by Commissioner Sansom. Chair Bowman asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 9. Nomination of a Board of Commissioners Treasurer for the Period of June 2014 through May 2015.

Commissioner Isiminger nominated Commissioner Cuozzo for recommendation to the Board as Treasurer. The motion was seconded by Commissioner Dritenbas. Chair Bowman asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 10. Nomination of a Board of Commissioners Secretary for the Period of June 2014 through May 2015.

Commissioner Sansom nominated Commissioner Netts for recommendation to the Board as Secretary. The motion was seconded by Commissioner Dritenbas. Chair Bowman asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 11. Additional Staff Comments and Additional Agenda Items.

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

Mr. Crosley thanked the committee and commissioners who agreed to serve as officers.

ITEM 12. Commissioners Comments.

Chair Bowman asked if there were any additional commissioner comments. There were none.

ITEM 13. Adjournment.

Chair Bowman stated that hearing no further business the meeting was adjourned at 8:12 a.m.

MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Finance and Budget Committee Meeting
8:00 a.m., Saturday, May 17, 2014
Courtyard by Marriott- Miami Coconut Grove
2649 South Bayshore Drive
Miami, Miami-Dade County, Florida 33133-5464

ITEM 1. **Call to Order.**

Committee Chair Blow called the meeting to order at 8:21 a.m.

ITEM 2. **Roll Call.**

Executive Director Mark Crosley called the roll and Chair Blow, Commissioner Bowman, Commissioner Chappell, Commissioner McCabe, and Commissioner Sansom were present. Mr. Crosley stated that a quorum was present.

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.

Commissioner Bowman made a motion to approve the agenda as presented. The motion was seconded by Commissioner McCabe. Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

Mr. Crosley stated that he would like to note minor corrections to the agenda: the agenda date on page two is May 17; Item 7 should read FY 2012-2013; and there is only one Item 8, followed by Items 9, 10, and 11.

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 March of 2014.

Mr. Crosley presented the District's financial statements for March of 2014.

Mr. Crosley stated funds from the District Fund A with the State Board of Administration in the amount of \$100,000.00 were transferred to the District's BB&T Checking Account.

Mr. Crosley stated that the DMMA NA-1 Construction project has been completed. He noted that the; SJ-14 Restoration, Broward County Deepening, DMMA FL-3 Construction, BV-4B Construction, and DU-8 projects are all starting up.

Mr. Crosley stated that payment number one to Morgan & Eklund has been made in the amount of \$41,020.00 for the completion of the Centerline Survey for the southern section of the Intracoastal Waterway (IWW.) He noted that that contractor for the northern section of the IWW has delayed the start of the project because of a boating accident while working on another job. He stated that he has spoken with the contractor and they are ready to move forward with the District's project and plan to catch up on the timeline.

Mr. Crosley stated that at District Site DMMA MSA-645 people were randomly parking on the District's property and had removed the no parking signs from the site. He stated that staff had a split-rail fence installed to block illegal parking and provide security to the site.

Chair Blow stated that the District staff is having a difficult time finding qualified banking facilities for the District's Certificate of Deposits. Mr. Crosley noted that District funds must be collateralized by the bank and the District does not work with any bank that does not have a high Bauer Report rating.

Chair Blow asked about the \$3.6 million due from other governments. Mr. Scambler stated that \$2.5 million is due from Port Everglades and \$1.4 million is due from the Corps. Chair Blow noted that these funds have been committed by the District for other projects.

Commissioner Bowman asked about the District's Disaster Relief Account. Mr. Crosley stated that the Disaster Relief Account was created to provide immediate funding for emergency repairs and cleanups from hurricanes.

Commissioner McCabe noted that Nassau County's Ad Valorem tax revenue is over their projected collection amount at this time and she commented that all other counties are below their projected revenue amount. She inquired if this is normal for this time of year. Mr. Crosley stated that this is typical for this time of the year and he noted that around now is when delinquent tax bills are being paid.

Commissioner Bowman made a motion to approve a recommendation to the full Board of the financial statements for March of 2014. 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. March 2014 Expenditure and Project Status Reports.

Mr. Crosley presented the Expenditure and Project Status Reports for March 2014.

Mr. Crosley stated that the Indian River County Reach I Construction Work Order from the U. S. Army Corps of Engineers has been received. He stated that because the District was successful in the Corps receiving additional Federal funding, those funds will be applied to this project and the full \$3 million budgeted for this project will not be needed. He stated that this Work Order will be on today's Board meeting agenda reflecting the reduced funding request.

Mr. Crosley stated that the funding for DMMA O-7 construction is in place and the Corps may help fund part of that project.

Mr. Crosley stated that the mandatory pre-bid construction meeting for the DMMA FL-3 construction project was held this week and three contractors attended. He asked for questions.

Chair Blow referred to the DMMA NA-1 construction project, which has been completed, and noted that there will be continuing multi-year project monitoring. He noted that funding has been reserved for that monitoring.

ITEM 7. Draft Financial Audit for FY 2012 – 2013.

Mr. Crosley stated that the District's Auditor has completed a draft of the FY 2012-2013 Financial Audit for committee review and input. He introduced Mr. J. W. Gaines, a Principal Partner of Berger, Toombs, Elan, Gaines and Frank, CPA, PL.

Mr. Gaines stated that there have been several changes in the Report of Independent Auditors, the first was a change to the Auditing Standards, the Clarity Standards, which caused a change in the audit format and several pronouncements were changed, which affected how certain accounts have to be labeled. He referred to the Report of Independent Auditors and stated that this report communicates the Auditor's responsibility and findings. He stated that there were no findings that came to their attention and that the District has received a clean opinion, or an unmodified opinion, which is the highest level of assurance you can receive from your independent auditor. He stated that the District staff is doing a good job managing the District's finances.

Mr. Gaines referred to the Statement of Net Position and stated that this report shows the District's assets and liabilities at a government-wide level. He stated that the District's total assets are \$180 million, with \$4.7 million in liabilities, for total net assets of \$175.5 million.

Mr. Gaines referred to the Statement of Activities and stated that this report shows an increase change in the District's net assets of \$4.3 million. He stated that this report shows capital outlay at a fund level expenditure, but it is capitalized at the government wide level.

Mr. Gaines referred to the District's FY 2012-2013 Statement of Revenues, Expenditures, and Changes in Fund Balances which shows \$22.6 million in revenue and \$21 million in expenditures.

Chair Blow noted that the Disaster Relief fund account will be changed to \$996,000.

Mr. Gaines referred to the Compliance and Internal Control Report and stated that he is pleased to report that there were no material findings with compliance or with internal control. He then referred to the Management Letter and stated that he is pleased to report that there are no current year findings. He noted that the District has not met one or more of the conditions described in Section 218.503 (1), Florida Statute and that is a positive comment. He stated that if the District would have met one of those conditions that would have indicated that we were in financial distress.

Mr. Gaines stated that he feels that the District could improve its cash disbursement procedures. He stated that they feel that there could be a better way to handle voucher payments other than mailing the voucher packages to two commissioners for signature. He stated that they have suggested e-mailing voucher information to the commissioners for review and using signature facsimiles for check signing. He stated that could be done while still maintaining control over disbursements. He stated that additionally, use of ACH's would streamline this process.

Mr. Gaines presented a letter to the Board disclosing that his engagement letter was presented May 17, 2014 describing their services to the District and the cost of those services.

He stated that this letter included that District management was responsible for accounting policies and that there were no changes in existing policies. He stated that during the year there were no significant changes in usual transactions nor were any alternative treatments or audit adjustments proposed or indicated. He noted that no uncorrected material or misstatements were found. He stated that there were no disagreements with management and management was very cooperative. He asked for questions.

Chair Blow asked how the auditors confirm that the District's cash in the banks. Mr. Gaines stated that he performs an independent confirmation, which is sent by him and returned to him, with each facility on every account.

Chair Blow thanked Mr. Gaines and the District's Finance Director, Mr. Scambler, for their hard work.

Chair Blow made a motion to approve the Draft Financial Audit for FY-2012-2013 and a recommendation to the full Board to accept the Draft Financial Audit for FY 2012-2013. 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 two actions were taken from April 2, 2014 through May 5, 2014 and are presented for committee review. He asked for questions, there were none.

ITEM 9. Additional Agenda Items or Staff Comments.

Chair Blow asked if there were any additional agenda items or staff comments. Staff did not have any additional comments.

Mr. Gerald Ward, a Riviera Beach resident, provided a brief history of the Okeechobee Waterway (OWW) and stated that because the District is now the local sponsor of the OWW, he would like to suggest that the District add an additional staff position to handle the OWW project. He noted that FIND is the most efficient and effective government agency that he deals with.

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 9:04 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:00 a.m., Saturday, May 17, 2014

Courtyard by Marriott Miami Coconut Grove

2649 South Bayshore Drive

Miami, Miami-Dade County, FL 33133-5464

ITEM 1. Call to Order.

Vice-Chair Chappell called the meeting to order at 9:07 a.m.

ITEM 2. Pledge of Allegiance.

Commissioner Crowley led the pledge of allegiance to the flag of the United States of America.

ITEM 3. Roll Call.

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

ITEM 4. Consent Agenda.

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

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

ITEM 5. Additions or Deletions.

Vice-Chair Chappell asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were none.

Commissioner McCabe made a motion to approve the final agenda as presented. The motion was seconded by Commissioner Dritenbas. Vice-Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Public Comments.

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

ITEM 7. Board Meeting Minutes.

Vice-Chair Chappell asked if there were any comments or questions regarding the Board Meeting Minutes. There were none.

Commissioner Dritenbas made a motion to approve the minutes as presented. The motion was seconded by Treasurer Blow. Vice-Chair Chappell 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 (USACE), stated that the plans and specifications for the IWW Indian River Reach I are under review and advertisement for the dredging contract is scheduled for June 10, 2014. She stated that we are waiting on the Florida Department of Environmental Protection (FDEP) to transfer the DMMA IR-2 Construction Permit to an Operational Permit and we expect that to take place within the next several weeks. She stated that dredging should start in October and be completed by December of 2014.

Ms. Trulock stated that dredging of the IWW, Jupiter was completed on March 5th and the post dredging surveys were completed and accepted on March 7th. She stated that just under 86,000 cubic yards of material was removed and placed on the beach. She stated that this is the final report for this project.

Ms. Trulock stated that the IWW Bakers Haulover dredging project was completed by mid-April 2014. She stated that approximately 50,000 cubic yards of material was removed and placed on the beach. She stated that this is the final report for this project.

Ms. Trulock stated that the USACE would like to move forward with the development of the plans and specifications for the Broward Reach I project. She stated that the biggest project obstacle will be the FDEP permit and other required permit coordination. She stated that the permit coordination will take approximately 9 to 12 months and will be funded 100% with FY 2015 Federal funding. She noted that FIND may need to contribute funds for the dredging portion of the project.

Mr. Crosley stated that the Broward Reach I project will be a challenging project and he noted that this area of the IWW has not been dredged in a long time. He stated that Vice-Chair Chappell, District Staff and Taylor Engineering met with the Cities of Pompano Beach and Lighthouse Point yesterday about the DMMA that will be used for this project. He noted that the site has been utilized as a "pocket park" by these communities. He stated that an extensive area of the park has exotic vegetation on it. He stated that the District will need to clear the site of the exotic vegetation and then after using the DMMA for this project, the District will re-vegetate the site for the community.

He stated that the majority of the material from this dredging project will be placed on the beach.

Ms. Trulock stated that she would like to start the plans and specification for the Broward Reach I project at the end of this month. She asked about a current project survey. Mr. Crosley stated that the data has been collected and staff should have that information soon.

Ms. Trulock stated that she will be contacting staff next week regarding the Okeechobee Waterway (OWW) Contributed Funds Agreement and the path for which the USACE will receive funds from FIND.

Ms. Trulock stated that the IWW inspection tour was a success and she would like to thank everyone who participated. She stated that the Colonel was impressed by the way everyone worked together.

Treasurer Blow stated that as a commissioner from the northern end of the District, it was very helpful to view and discuss the waterway challenges of the southern part of the District's waterways.

Ms. Trulock stated that the USACE has received Work Order No. 39-2014-01 in the amount of \$2.5 million from FIND for the O&M maintenance dredging of Indian River Reach I, Indian River County. She stated that the material from these reaches will be placed in newly completed DMMA IR-2. Mr. Crosley stated that because Chair Kavanagh is not in attendance today, he asked that the Board allow the Vice-Chair to sign this Work Order.

Treasurer Blow commented that while performing this dredging the District will also be removing muck from this section of the Indian River Lagoon. He noted that this is a multiple benefit waterway project.

Mr. Crosley stated that this area of the IWW in the Indian River Lagoon is like a sediment sump because it is the lowest area of the lagoon.

Commissioner Isiminger asked if this project could receive environmental credits for the muck removal. Mr. Crosley stated that the regulatory agency did note that the District could perform a pre and post water clarity analysis, but that it would not provide environmental credits.

Commissioner Sansom stated that the District should pursue working with the FDEP or the State Legislature to provide information about the harm muck does to the environment and waterway and the benefits of muck removal.

Commissioner Dritenbas asked how much of the material to be dredged is muck. Dr. Taylor stated that the USACE will be able to provide that information.

Dr. Taylor stated that once we know what percentage of the dredged material is muck, the District should approach Dr. Trefry to help us quantify the benefit of muck removal from the waterway. He stated once the information is collected, then the District could approach the FDEP and Florida Legislature to present the case.

Mr. Crosley stated that Mr. Corraggio Maglio who is with the USACE Vicksburg Research Station is involved in water quality research. He stated that Mr. Maglio contacted him several weeks ago and discussed quantifying the benefits of District's dredging projects. He stated that Mr. Maglio has been in contact with Dr. Trefry and the

Florida Institute of Technology regarding potential project cost-sharing of the water quality benefits from dredging.

Vice-Chair Chappell stated that if the District can prove that water quality improves with dredging, perhaps the District could present that information to the regulatory agencies in an effort to provide the District with a state-wide, seagrass impact exemption, maintenance dredging permit for the entire IWW. Mr. Crosley stated that the District does have a General Permit from the U. S. Army Corps of Engineers. Commissioner Isiminger noted that the permit does not allow for seagrass impact during dredging activities.

Commissioner Sansom made a motion to approve Work Order No. 39-2014-01 for the O&M maintenance dredging of Indian River Dredging Reach I as presented. The motion was seconded by Treasurer Blow. Vice-Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

Vice-Chair Chappell requested moving Item 17, Partnership with the Jupiter Inlet District (JID) and Martin County to Conduct a Boat Traffic Study at the Loxahatchee River Railroad Bridge, Palm Beach County and the St. Lucie River Railroad Bridge, Martin County, Florida to the next topic on the agenda.

Commissioner Dritenbas made a motion to move: Item 17, to Item 8A, Partnership with the Jupiter Inlet District (JID) and Martin County to Conduct a Boat Traffic Study at the Loxahatchee River Railroad Bridge, Palm Beach County and the St. Lucie River Railroad Bridge, Martin County, Florida; before Item 9, Staff Report on Miami-Dade County Area Projects on the agenda. The motion was seconded by

Treasurer Blow. Vice-Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8A. Partnership with the Jupiter Inlet District (JID) and Martin County to Conduct a Boat Traffic Study at the Loxahatchee River Railroad Bridge, Palm Beach County and the St. Lucie River Railroad Bridge, Martin County, Florida.

Mr. Crosley stated that at the April Board meeting, Mr. Ken Craig of Taylor Engineering provided a presentation to the Board regarding the recent efforts by the Jupiter Inlet District to document vessel traffic at the Loxahatchee River Railroad Bridge. He stated that this vessel documentation effort was contracted by the Jupiter Inlet District in response to the potential for increased bridge closings due to the forthcoming operations of the high-speed rail "All Aboard Florida".

Mr. Crosley stated that staff had been contacted to conduct a similar study at the St. Lucie River Railroad Bridge to determine vessel movements and the duration of present railroad bridge closures.

Mr. Crosley stated that at the April meeting, the Board directed staff to investigate partnering in efforts for data collection that may already be in effect. He stated that as a result, both the Jupiter Inlet District and Martin County have requested cost-share funding from the Navigation District in this important data collection effort. He stated that the U.S. Coast Guard has expressed that this data effort will be instrumental in their efforts to permit the future operations of the railroad bridges.

Mr. Crosley stated that although the data collection efforts are similar, there are subtle differences in the studies. He stated that staff suggests that the District contribute up to half the cost of each study.

Mr. Crosley stated that the District has received many letters from private citizens and other governments requesting support against the “All Aboard Florida” project. He stated that Secretary Cuzzo, Ms. Zimmerman and he attended a public forum in Martin County regarding this project and he noted that over 400 citizens were in attendance.

Mayor Troy McDonald, with the City of Stuart, stated that the “All Aboard Florida” project has the potential for economic and navigational impact to our community. He stated that if the St. Lucie River Railroad Bridge is down for two trains an hour at 17-minute cycles, those delays will greatly hinder vessel traffic traveling east through St. Lucie River to the Okeechobee Waterway and the western part of the State of Florida. He stated that additionally, private and public partners have developed waterway amenities west of this railroad bridge and those marinas would be impacted economically by the potential loss of vessel traffic. He stated that he respectfully requests that FIND partner with the City of Stuart to help fund the St. Lucie River Railroad Bridge Boat Traffic Study. He asked for questions.

Commissioner Bowman asked about the current St. Lucie Railroad Bridge clearance. Mayor McDonald stated approximately 6 feet. He noted a 24-foot boat with a T-Top cannot travel under the bridge and when the bridge is down.

Secretary Cuzzo thanked Mayor McDonald for addressing the FIND Board today.

Mr. Gerald Ward, a Riviera Beach resident, stated that this item should focus on how the “All Aboard Florida” project will impact the Okeechobee Waterway, Martin and Palm Beach Counties. He stated that in September 2013 the Jupiter Inlet District (JID) and the Treasure Coast Regional Planning Council held a meeting regarding this issue.

He stated that as a result of this meeting, the JID facilitated a vessel traffic and data collection study with Taylor Engineering for the Loxahatchee River Railroad Bridge. He stated that vessel traffic data is an important factor used to support decisions, such as the impact “All Aboard Florida” will have on boaters and the District’s waterways. He stated that the study results will aid the District in obtaining Federal Funding for the IWW and the OWW.

Mr. Ward stated that the Florida Fish and Wildlife Conservation Commission (FFWCC) will be ready to assist in using the data collected and become another partner to analyze the data collected regarding the impact the “All Aboard Florida” project will have on boaters.

Mr. Ward noted that in Europe and China high-speed railways are separated from other travel modes. He stated that the “All Aboard Florida” project” is being fast-tracked without the necessary 15-foot elevation and eight-foot noise separation. He noted that this project requires a double track system with seamless rails.

Commissioner Crowley stated that he has filed Form 8B “Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers” for this Item because the law firm he works for represents “All Aboard Florida”.

Secretary Cuozzo stated that his concern is the crossings at the St. Lucie River and the impact to the OWW. He stated that this District is preparing to spend a huge amount of money to build Dredged Material Management Areas for future dredging of the OWW that could be severely impacted by the “All Aboard Florida” project. He noted that the railroad bridge in Martin County was built in 1925 and has a very slow operating mechanism. He stated that the citizens have great concerns about safety and impact of

this project to themselves and the community. He stated that during his five years on the FIND Board, he has never been contacted by as many citizens as he has regarding this project. He stated that this item is a request to partner with other agencies to help fund data collection to help the District make an intelligent, logical decision on how to move forward.

Secretary Cuozzo noted that the only mooring field in Martin County is west of this railroad bridge and all barge traffic going to the OWW must travel under this railroad bridge. He stated that he personally has been stuck at the railroad bridge for an hour and a half waiting to get through this bridge with just two freight trains. He stated that this railroad bridge can be improved. He stated that he would appreciate this Board passing this item so the District can collect this data and make an intelligent decision regarding the navigation impact of the "All Aboard Florida" project.

Commissioner McCabe asked about the District's history regarding over the water structures impacting navigation. Mr. Crosley answered yes.

Commissioner Sansom stated that he would like more detail about the study, such as what will be studied and the length of the study. He noted that in approximately one month, "All Aboard Florida" will be releasing an Economic Impact study related to this project.

Dr. Taylor noted that there is a project Scope of Work included in the back-up materials. He stated that this will be a one-year study. Commissioner Sansom questioned if the information will be pertinent to the "All Aboard Florida" project in one year. Secretary Cuozzo stated that "All Aboard Florida" has been asked to have their comment period extended to 90 days. He stated that within 90 days we should have

collected enough data to understand the boating traffic impact and provide a response to “All Aboard Florida”. He stated that the Jupiter project was started in January 2014.

Mr. Crosley noted that the “All Aboard Florida” project will not be operational for at least one year. He stated that the U. S. Coast Guard is also interested in the study data. He stated that “All Aboard Florida” will be performing their own study. He noted that both study partners have expressed an interest in performing the study for one year to collect full data. He stated that this data will be good to have for comparison when “All Aboard Florida” provides their study data.

Commissioner Sansom stated that he feels that it is premature for the District to help fund a year-long study without knowing the data gaps.

Secretary Cuozzo stated that “All Aboard Florida” completed a two-week study and suggested that is the study they will be using. He stated that this study needs to be completed now, during peak boating season.

Vice-Chair Chappell noted that the District would be providing assistance funding to outside entities for data collection but, as a Board, the District is not taking a position regarding the “All Aboard Florida” project.

Mr. Crosley suggested obtaining a portion of the data collection prior to the ending of the comment period of the Environmental Impact Statement (EIS). Vice-Chair Chappell stated that information would be for the project partners’ use. He stated that this request is to provide less than half of the study cost for each partner not to exceed \$25,000.00 per data collection study.

Commissioner Sansom stated that he requests that the information from these studies be incorporated into the draft EIS when it comes out.

Dr. Taylor stated that the Jupiter Study is a 12-month study from January 2014 to January 2015. He stated that the study cost for the Jupiter Inlet District is \$64,000.00 and Martin County is \$56,000.00.

Treasurer Blow stated that this study should be completed to determine how many times per day and how long these railroad bridges are down and how that impacts boater traffic. He stated that this information would be valuable to the marine industries for either additional or longer freight train traffic and for the "All Aboard Florida" project.

Dr. Taylor stated that these studies will provide seasonal variants and the impact of all rail traffic.

Commissioner Isiminger asked if by statute, the District is allowed to participate in this type of study. Mr. Crosley answered yes. Commissioner Isiminger noted that these studies are not just about "All Aboard Florida", they are being performed on waterways that the District has spent funding and that have the potential to be impacted by all additional rail traffic. He noted that even if the "All Aboard Florida" project gets approved, the train will not be running before January 2015 and these studies will be completed before "All Aboard Florida" becomes operational. He stated that the District should not miss this opportunity to collect this pre-project data. He noted that the District has other reasons to perform this study, including the; assistance program, commercial and recreational boat traffic, mooring areas, USACE funding, and federal funding.

Commissioner Isiminger asked that the study separate commercial, barge, and recreational boater traffic in a manner that will help the District identify commercial boater traffic.

Commissioner Isiminger noted that local marine industry contractors feel that, for safety purposes, the "All Aboard Florida" project may require the installation of mooring dolphins for barge traffic to tie to while waiting for the train to pass.

Mayor McDonald stated that this year-long study will focus on collecting data for the long-term future of the OWW. He stated that he does not feel that the two-week study that "All Aboard Florida" performs will be enough data for the District and local governments to rely on. He stated that this data will provide oversight to the information that the "All Aboard Florida" EIS provides and could be used when determining future waterway project funding. He stated that in addition, the taxpayers are demanding this information.

Commissioner Isiminger suggest funding the Martin County St. Lucie River study up to one-half of the total cost, not to exceed \$25,000.00 and the Jupiter Inlet District, Loxahatchee River study up to one-third the total cost, not to exceed \$21,500.00. He requested that the St. Lucie River study include tracking the distinction between commercial and recreational traffic.

Mr. Crosley noted that the District plans to spend \$15 million to construct two Dredged Material Management Sites and dredge the OWW within the next three years. He stated that this vessel data will be valuable information for project planning purposes.

Secretary Cuozzo stated that he supports this request because it is based on the perceived navigation impact that the "All Aboard Florida" project could have on boaters. He stated that the District should not spend \$15 million on a waterway that boaters cannot access.

Commissioner Sansom requested that when the draft EIS study is released that the information be provided to the study participants for review.

Commissioner Isiminger made a motion to approve: funding the Martin County, St. Lucie River study up to one-half of the total cost, not to exceed \$25,000.00 with the study to also include tracking the distinction between commercial and recreational traffic; funding the Jupiter Inlet District, Loxahatchee River study up to one-third the total cost, not to exceed \$21,500.00; FIND also requests that each study look at the draft EIS data and then include and/or adjust the study as appropriate; and, that FIND is not representing or taking a position on the "All Aboard Florida" project. The motion was seconded by Secretary Cuzzo. Vice-Chair Chappell asked if there was any further discussion.

Treasurer Blow stated that because he participated in the IWW Waterway Tour, he was able to see the amount of boat traffic in this area of the waterway and therefore he supports this project. He noted that if you have not seen how busy the IWW is in the area, you may not realize how valuable this study will be to determine boater impact.

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

Commissioner Sansom questioned who owns the land beneath the Railroad Bridges.

ITEM 9. Staff Report on Miami-Dade County Area Projects.

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Miami-Dade County was completed in 2003.

He stated that Phase II of the DMMP was completed in 2005 and all major land acquisition was completed in 2007.

Mr. Crosley stated that the 50-year dredging projection for the 48 miles of channel in Miami-Dade County is 574,292 cubic yards and the storage projection is 1.2 million cubic yards. He stated that dredging of Reach II in the vicinity of Bakers Haulover Inlet was completed in 2011, and again recently completed in April of 2014. He stated that for the most recent dredging event, approximately 50,000 cubic yards of material was dredged by the U.S. Army Corps of Engineers (USACE) utilizing super-storm Sandy funding and placed on the nearby beach. He noted that the District holds a lease agreement with the county to utilize DMMA D-29 on Virginia Key.

Mr. Crosley stated that the Miami-Dade County Waterways Economic Study was completed in 2007 and updated in 2011. He stated that the study identified approximately 901 recreational waterway-related businesses in the county employing 7,094 people, with salaries of \$294.3 million, a total economic impact of \$1.2 billion, and generated \$54 million in tax revenue. He stated that property values were determined to be increased by \$4.1 billion by the presence of the IWW channel. He stated that there are currently approximately 56,000 registered vessels in the county. He stated that the past recession was estimated to have caused a reduction of \$1 billion in marine related economy, the loss of 5,835 jobs, and a decrease of \$42.5 million in tax revenue. He noted that the total economic impact of the Marine Industries in the State of Florida is greater than the combined Citrus and Recreational Industries impact.

Mr. Crosley stated that since 1986, the District has provided \$45.2 million in Waterways Assistance Program funding to 161 projects in the county having a total

constructed value of \$140.9 million. He stated that the county and nine cities have participated in the program and notable funded projects include: several Spoil Island Management Projects, the Marjorie Stoneman Douglas Biscayne Nature Center, Bicentennial Park Improvements, repair of county marinas after Hurricane Andrew, Haulover Marina reconstruction, the South Pointe Pier, and the Vizcaya restoration project.

Mr. Crosley stated that the District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Miami-Dade County: Blue Marlin Construction at Oleta River State Park; No Name Harbor Boater's Access; Bill Baggs Shoreline and Fishing Platform Project; Florida Marina Patrol Office Building; Florida Marine Patrol Officer Funding; Miami River Dredging; and the Manatee Acoustic Study. He stated that the District's funding assistance for the Miami-Dade County portion of these projects was approximately \$3.5 million.

Mr. Crosley stated that the District's Interlocal Agreement Program (which is a sub-set of the WAP and CAP programs) has provided funding assistance for the following projects with elements in Miami-Dade County: Miami River Dredging; Clean Marina Program; Clean Vessel Act Program, and the Miami Circle Shoreline Rehabilitation Project.

Commissioner Crowley noted that Virginia Key is the site where a lot of the material from the port dredging project is being placed by the county. He stated that the material is being mounded into a berm around the old power plant, which may make DMMA-29 unusable by FIND for material management.

ITEM 10. Draft Financial Audit for FY 2012-2013.

Treasurer Blow stated that the District's Auditor presented the draft of the District's FY 2012-2013 Financial Audit for committee review and input. He stated that the committee recommends approval of the draft of the Financial Audit. He introduced Mr. J. W. Gaines, a Principal Partner of Berger, Toombs, Elan, Gaines and Frank.

Mr. Gaines referred to the Report of Independent Certified Public Accountants and stated that this report communicates the auditor's responsibility and findings. He then referred to a letter from him to the Board that he is now required to send that describes the audit process. He stated that the letter states that there were no findings that came to their attention and that the District has received an unqualified opinion, which is the highest level of assurance you can receive from your independent auditor. He stated that the District's staff is doing a good job managing the District's finances.

Mr. Gaines referred to the Statement of Net Assets and stated that this report shows the District's assets and liabilities at a government wide-level. He stated that the District's total assets are \$180 million, with \$5 million in liabilities, for total net assets of \$175.5 million.

Mr. Gaines referred to the District's FY 2012-2013 Statement of Activities which shows \$22 million in revenue and \$18 million in expenditures.

Mr. Gaines referred to the Compliance and Internal Control Report and stated that he is pleased to report that there were no material findings with compliance or with internal control. He then referred to the Management Letter and stated that he is pleased to report that there are no current year findings. He noted that the District has not met one or more of the conditions described in Section 218.502(1), Florida Statute and that is

a positive comment. He stated that if the District would have met one of those conditions that would have indicated that we were in financial distress. He asked for questions.

Secretary Cuozzo asked how the auditors confirm that the District's cash is in the banks. Mr. Gaines stated that he performs an independent confirmation, which is sent by him and returned to him, with each facility on every account.

Treasurer Blow noted that the Management Letter and Florida Statutes, Section 218.501(1) are available for review.

Mr. Crosley noted that the audit is usually finalized and presented at the June meeting for approval. He stated that because there were no changes, this item could be approved today.

Treasurer Blow made a motion to approve the draft audit as presented. The motion was seconded by Commissioner McCabe. Vice-Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 11. Agreement Extension, Roadway Access to Dredge Material Management Area (DMMA) NA-1, Nassau County, Florida.

Mr. Crosley stated that in 2008, the Navigation District entered into an agreement with the trustees of Crane Island to cost-share in a permanent access road. He stated that as per the agreement; the District paid \$620,000.00 of the total purchase price, and placed \$300,964 in escrow, pending the construction of the permanent bridge to Crane Island.

Mr. Crosley stated that Crane Island was recently sold to "The Range at Crane Island LLC", and the current owner has contacted staff to renew the agreement to confirm construction of the bridge. He stated that the current agreement expires in May 2014. He stated that staff is proposing a two-year extension of the existing agreement to allow adequate time for the developer to build the roadway bridge to Crane Island and

allowing the Navigation District to utilize the bridge as a permanent access for Dredged Material Management Area (DMMA) NA-1. Currently, the site has a temporary access through the use of “crane mats”.

Mr. Crosley stated that the questions raised at the last meeting have been resolved. He stated that the escrow has been confirmed, and our attorney has reviewed and revised the proposed agreement.

Commissioner Williams noted that there are local rumblings that the new owner is considering relocating the bridge. He stated that if that is true, the District may want to discuss this with the developer. Mr. Crosley stated that the developer has notified staff that they may put in a box culvert bridge and have said nothing about relocating the bridge. Dr. Taylor stated that the District has an easement agreement with the developer which stated that the location of the bridge has to stay within that easement. Attorney Breton stated that the agreement includes a defined right-of-way and if the developer wants to make a change, it would have to be presented and approved by the District.

Treasurer Blow thanked staff for verifying the escrow fund status, verifying the agreement, and responding to the Board’s concerns. He asked if the District could obtain a letter from the Developer verifying the escrow fund information. Mr. Scambler stated that the letter is on its way.

Commissioner Williams made a motion to approve a two-year agreement extension with “The Range at Crane Island LLC” for construction of a permanent access bridge to allow access to DMMA NA-1, Nassau County. The motion was seconded by Treasurer Blow. Vice-Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 12. Presentation on the Okeechobee Waterway (OWW) Cut 1 Sediment Basin and Feasibility Study.

Mr. Crosley stated that Okeechobee Waterway (OWW) Cut 1, also known as the “Crossroads”, is one of the Navigation District’s highest frequency dredging areas in the entire District. He stated that approximately every three years, this authorized minus eight foot channel is dredged and the material is placed in Dredge Material Management Area MSA M-5 for future offloading. He stated that the frequency and logistics of dredging this area results in additional costs and efforts to manage this waterway.

Mr. Crosley introduced Dr. Michael Kabiling, with Taylor Engineering to present their initial findings and recommendations for the future management of this area.

Dr. Kabiling stated that the Okeechobee Waterway Cut 1 Sediment Basin Feasibility Study was conducted to identify and analyze the existing features, hydrodynamics, and sediment characteristics of the Okeechobee Waterway (OWW) Cut 1, and to determine whether alternatives exist that would reduce sediment inflow into OWW Cut 1.

Dr. Kabiling stated that the OWW Cut 1 lies on the eastern end of the OWW where, the Indian River Lagoon, the St. Lucie River, and the St. Lucie Inlet meet. He stated that the area is approximately 7,450 feet long and eight feet wide. He stated that current dredging activities take place every three years and dredge 7,350 feet of the IWW, plus an additional 1,350 feet of the OWW Cut 1. He stated that each time this dredging is performed the costs escalate. He stated that these escalating maintenance dredging costs were included in the economic analysis portion of this report.

Dr. Kabiling stated that several field data collections were performed at various locations and included tide levels, flow velocity, and sediment samples. He stated the

modeling system included this section of the IWW, the OWW, 15.6 miles of the Indian River Lagoon, 12 miles of the St. Lucie River, the St. Lucie Inlet, and nine miles of the Atlantic Ocean shore.

Dr. Kabiling stated that the model will be used to describe the hydrodynamics of the area and evaluate the sediment characteristics of the OWW Cut 1 area to determine alternatives that would reduce sediment inflow in the OWW Cut 1. He stated that these alternatives could reduce the frequency, the cost of dredging, and preserve the environmental values and existing use of the associated waterways.

Dr. Kabiling stated that Taylor Engineering simulated month-long sediment transport scenarios and prorated the computed transport in a typical year to rapidly determine functionally feasible alternatives. Dr. Kabiling stated that Taylor Engineering recommends at least a one-year simulation period for the no-action alternative, Alternative 7 and Alternative 9. He stated that the no-action alternative provides the baseline to compare the long-term performances and costs. He stated that the longer simulation period accounts for reduction in sediment trapping efficiency as OWW Cut 1 shoals and accounts for long-term variation in sediment transport. He stated that annual bathymetry surveys at the north and south shoal areas to monitor the long-term growth rates of the north and south shoals should be conducted. He stated that a final assessment of alternatives to reduce frequency of maintenance dredging should use updated available bathymetric information of the St. Lucie River and OWW Cut 1 and vibracore borings at the dredge sites. He asked for questions.

Mr. Johns Adams with Taylor Engineering stated that when Dr. Kabiling mentioned shoals, he was talking about shoaling outside of the channel. He stated that

Taylor Engineering's original Task called for three alternatives and as the project progressed, three alternatives developed into 11 alternatives. He noted the work was provided under the original approved Work Order. He stated that Alternatives 7 and 9 were completed for a one-month period and Taylor Engineering feels that completions of a 12-month study period would provide accurate information as to what is actually happening in that area. He stated that after a one year study, a better recommendation and more effective alternative to reduce the amount of dredging required for this area of the waterway can be provided. He stated that one of the reasons this area of the waterway has to be dredged so frequently is the pop-up shoal that develops, requiring frequent dredging.

Secretary Cuzzo asked if the scope of work includes the cost to off-load MSA M-5. Dr. Kabiling answered no. Secretary Cuzzo asked if that information would be included in the next analysis. Dr. Kabiling answered yes.

Commissioner Dritenbas asked if the project area is impacted by seagrass. Dr. Kabiling stated that fortunately, this area does not have seagrass.

Commissioner Bowman stated that Taylor Engineering's initial analysis demonstrated the dramatic difference between the alternatives and he questioned what will the additional year of modeling provide. Dr. Taylor stated that short-term behavior may not be the same as long-term. He noted that the shoaling rate changes over time and are not fixed or linear. He stated that the long-term study will provide an accurate assessment as to which alternative will perform the best.

Treasurer Blow asked if the water released from the OWW have an impact on the study area. Dr. Taylor stated that it would have some impact because the sediment

material is fine. He noted that larger sediment lands first and the finer material shows up as you go inland. He did note that in the study area, most of the sediment is coming from the beach.

ITEM 13. Scope of Services and Cost Proposal for Additional Engineering Services for the Okeechobee Waterway (OWW) Cut 1 Sediment Basin Study, Martin County, Florida.

Mr. Crosley stated that while Taylor Engineering's initial findings for the referenced study were not supportive of constructing a sediment basin, some of the alternatives were evaluated and included additional dredging, advance maintenance in the current dredge template, and removal of existing shoals via Alternatives 7 and 9. He stated that these last alternatives appear to offer the best potential for future cost-efficient management of this frequently dredged area of the OWW.

Mr. Crosley stated that Taylor Engineering has proposed additional analysis to further refine potential future management alternatives. He stated that staff has reviewed the proposal and found it reasonable and consistent with the initial work effort. He stated that Dr. Taylor will include in the study the cost to off-load MSA M-5.

Commissioner Dritenbas made a motion to approve a scope of work and cost proposal in the amount of \$35,272.00 from Taylor Engineering for additional analysis of Management Alternatives for the Okeechobee Waterway Cut 1, Martin County, including the cost to off-load MSA M-5 in the scope of work. The motion was seconded by Secretary Cuozzo. Vice-Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 14. Scope of Services and Cost Proposal for Seagrass Mitigation Area Identification, Intracoastal Waterway (IWW), Palm Beach County, Florida.

Mr. Crosley stated that Taylor Engineering has been working on the identification of potential seagrass mitigation areas within the District in order to preserve these areas for future mitigation needs for management of the IWW. He noted that the time may come when the District will be required to mitigate seagrass for maintenance dredging events.

Mr. Crosley stated that at the February meeting, the results of the study for Brevard and Indian River Counties were presented to the Board and the Board requested Taylor Engineering to pursue similar studies for the remaining applicable counties within the District.

Mr. Crosley stated that the Board approved a similar study for St. Lucie County at the District's April meeting in the amount of \$20,203.00. He stated that the District's engineer has prepared a similar scope and cost proposal for Palm Beach County. He stated that staff has reviewed the proposal and it is consistent with their previous work.

Commissioner Isiminger made a motion to approve a scope of work and cost proposal in the amount of \$22,601.00 from Taylor Engineering for a Seagrass Mitigation Area Evaluation Study in Palm Beach County. The motion was seconded by Treasurer Blow. Vice-Chair Chappell asked if there was any discussion.

Vice-Chair Chappell asked if the previous Seagrass Mitigation Reports are on the District's web site. Mr. Crosley stated that the Draft Reports for Brevard and Indian River Counties are on the District's web site and we are in the process of posting the finalized versions.

Commissioner Williams asked what the District does with these reports. Mr. Crosley stated that because there is very little seagrass mitigation opportunities in counties that must mitigate for seagrass, especially in Broward County, the District is working on the identification of potential seagrass mitigation areas in order to preserve these areas for the District's future mitigation needs for management of the IWW.

Commissioner Dritenbas noted that the study fee is similar to that of Brevard and Indian River Counties.

Vice-Chair Chappell 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 Additional Engineering Services, Permit Modifications, Final Plans & Specifications, and Bidding Assistance for the Broward County Intracoastal Waterway Deepening Project, Broward County, Florida.

Mr. Crosley stated that since 2008, the Navigation District and Taylor Engineering have been working to deepen the Intracoastal Waterway in Broward County. He stated that the proposed 2.72 mile project would deepen the existing, authorized -10' federal channel to -15' (with a -2' over-dredge to achieve project maintenance depth) from just north of Port Everglades to north of the Las Olas Street bridge in Fort Lauderdale.

Mr. Crosley stated that the Navigation District has obtained the required federal and state permits for this project, and has been working diligently for the past 1-1/2 years to obtain the required Broward County permit, and the District has received a draft of that permit. He stated that Port Everglades has expressed concerns with utilizing the existing temporary Dredge Material Management Area (DMMA) on Port property for this project which has resulted in additional project costs and delays.

Mr. Crosley stated that the project will be moving forward to the bidding and construction phase. He stated that the District anticipates a challenging project that will be mechanically dredged and take approximately 18 months to construct.

Mr. Crosley stated that Taylor Engineering has submitted a scope of services and a cost proposal to complete the required permitting for this project, as well as the final plans, specifications and bidding assistance necessary to move this project to construction. He noted that a significant portion of the proposed cost estimate is comprised of required subcontractor costs that will be instrumental to the success of this project. He stated that staff has reviewed the proposal and costs and found them to be within an acceptable range for a project of this magnitude.

Dr. Bruce Taylor with Taylor Engineering stated that this project will involve rock dredging and these projects are complicated, time consuming and very expensive. He stated that scope of work and cost proposal in the amount of \$422,708.00 is broken down as follows: subcontractor costs will be \$160,000.00 for seagrass and coral documentation of bottom ecological resources; \$83,000.00 for sub-surface seismic evaluation of the rock layers; and \$5,000.00 for boundary and topographic. He noted that this project will be completed on a cost plus basis.

Mr. John Adams, with Taylor Engineering stated that resolving issues with the permitting agencies is most important. He stated that clarification in the agreement regarding disposal of the dredged material must be resolved and verification that the Port disposal site can be accessed by the contractor must be completed. He stated that the compatibility of the permits with Broward County, the Florida Department of

Environmental Protection (FDEP), and the U. S. Army Corps of Engineers, (USACE) must be resolved before we move to field Investigations.

Mr. Adams stated that these issues must also be resolved before the sub-consultant can complete the seagrass survey during the seagrass growing season, which is April through September. He stated that Taylor plans to use Dial Cordy & Associates, Inc. for the seagrass survey because they completed the initial survey and have been qualified through the CCNA. He noted that this seagrass survey covers a 2.7 mile area that must be surveyed by divers in a heavily used boater area of the waterway. He stated that this seismic reflection survey will help identify areas where the rock is harder than other areas.

Commissioner Dritenbas asked about the minus two-foot over dredge of the IWW maintenance depth. Mr. Adams stated that the IWW south of Fort Pierce has a -10 foot design channel depth and that when dredging one would dredge to -12 feet. He stated that for the Broward County deepening project, one would want a -15 foot deep channel at all times, so you dredge to -17 feet. He stated that this allows for shoaling and lessens dredging frequency and lowers the project costs. He stated that each project is different and because of the rock in the IWW for this project, those figures may change.

Treasurer Blow asked about the turbidity barrier requirement. Mr. Adams stated that the turbidity barriers are an environmental resource requirement and the current in this area will significantly challenge turbidity barrier use.

Commissioner Bowman asked about the -10 foot dredging depth restricting deep draft vessels. Mr. Crosley stated that the deepening of the channel to a -15 foot depth is adjacent to the Port's deepening project and the District's basin deepening grant

agreement with the City of Fort Lauderdale is in conjunction with this project. Vice-Chair Chappell stated that the purpose of the project is to allow deep water access all the way up to the marinas on the right side of the project area.

Commissioner Isiminger asked about this being a Federal project. Mr. Crosley stated that this project was presented as a USACE project and because this is a deepening project that provides economic impact for recreational boating, the project did not qualify for federal funding.

Vice-Chair Chappell asked if the costs related to the relocation of the coral outside of the channel was included in this scope of work. Mr. Adams answered yes.

Commissioner Sansom made a motion to approve a scope of work and cost proposal in the amount of \$422,708.00 from Taylor Engineering for completion of the permitting, DMMA lease, plans & specifications, and bidding assistance for the Broward County Intracoastal Waterway Deepening Project. The motion was seconded by Commissioner Bowman. Vice-Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

Commissioner Sansom asked about identifying areas in the IWW for mega-yacht ports and future deepening projects. Mr. Crosley stated that currently staff is working on the deepening project in Palm Beach County. He stated that upon completion of the Broward and Palm Beach County project, staff could move towards evaluating additional efforts of future deepening projects. He stated that to justify a deepening project, the District should complete a new economic analysis of the three areas under consideration, Brevard County, St. Augustine, and Fort Pierce. The Board agreed.

ITEM 16. Post Dredging Project Seagrass Survey Scope of Services and Fee Quote for the Intracoastal Waterway (IWW) in the Vicinity of Jupiter Inlet.

Mr. Crosley stated that in conjunction with the U. S. Army Corps of Engineers (USACE) efforts to dredge the Intracoastal Waterway Cuts P-1 through P-4 in the vicinity of Jupiter Inlet, FIND agreed to conduct both pre and post benthic surveys as part of the Florida Department of Environmental Protection (FDEP) permit conditions. He stated that staff has received a reasonable proposal from the contractor who conducted the pre-project survey for this dredging project.

Treasurer Blow asked if this post benthic survey has to be completed. Mr. Crosley answered yes.

Vice-Chair Chappell asked if CSA Ocean Sciences, Inc. is one of the District's approved survey firms. Mr. Crosley answered yes.

Treasurer Blow made a motion to approve a scope of services and fee quote from CSA Ocean Services, Inc. in the amount of \$19,655.00 to conduct post-project benthic surveys of the IWW in the Vicinity of Jupiter Inlet. The motion was seconded by Commissioner Dritenbas. Vice-Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 18. Nomination of Officers Committee Report.

Commissioner Bowman presented the Nomination Committee's recommendations for District Officers for 2014-2015. He stated that the committee recommends; Vice-Chair Chappell as Chair, Treasurer Blow as Vice-Chair, Secretary Cuozzo as Treasurer, and Commissioner Netts as Secretary for the period of June 2014 through May 2015.

Vice-Chair Chappell asked if there were any additional nominations. There were none.

Commissioner Dritenbas made a motion to approve; Vice-Chair Chappell as Chair, Treasurer Blow as Vice-Chair, Secretary Cuzzo as Treasurer, and Commissioner Netts as Secretary for the period of June 2014 through May 2015. The motion was seconded by Commissioner Williams. Vice-Chair Chappell asked for 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 March 2014 financial statements, delegation of authority, and expenditure and project status report.

Treasurer Blow made a motion to approve the recommendations of the District's Finance and Budget Committee. The motion was seconded by Commissioner Sansom. Vice-Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 20. Tallahassee Report.

Mr. Crosley stated that the District Tallahassee Governmental Affairs firm has provided a report on the State Legislative session. He stated that the session was active and addressed many major issues but only two legislative issues were of particular interest to FIND.

Mr. Crosley stated that Special Districts Senate Bill 1632 passed and is expected to be approved by the Governor. He stated that this bill contains a number of substantive changes to the state's special district statute. He stated that the bill emphasizes that

annual financial reports need to be filed timely, and provides the Joint Legislative Auditing Committee and Department of Economic Opportunity with authority to hold public hearings in the event of non-compliance. He noted that the District already complies with these regulations.

Mr. Crosley stated that the funding for the Indian River Lagoon muck removal efforts was addressed by the State Legislative and he asked Commissioner Sansom to elaborate.

Commissioner Sansom referred to the State Budget and noted that a total of \$82 million has been provided for Lake Okeechobee (OWW) and Indian River Lagoon (IRL) Impacts. He stated of that \$20 million dollars that was originally slated for muck dredging of the IRL was cut in half to \$10 million. He stated that those funds were provided to Brevard County for muck removal of the IRL. He stated that the Legislature provided \$1 million to the Florida Institute of Technology for a before, during, and after muck removal study of the Brevard County project.

Commissioner Sansom stated that the Legislature provided \$10 million to the St. Johns River Water Management District (SJRWMD) for the Eau Gallie River Muck removal project. He noted that this project is also receiving funds from the District's assistance program.

Commissioner Sansom stated that the Legislature provided several million dollars for general projects for the Indian River Lagoon, such as muck assessment, stormwater management, and muck dredging.

Commissioner Dritenbas asked about the St. Lucie River/Indian River Lagoon Issues Team. Secretary Cuozzo noted that the team started in Martin County and has

been around for several years. He stated that they obtain money and provide grants for Indian River Lagoon waterway projects. He stated that some of the members are the Florida Oceanographic Society, the Florida Institute of Technology, South Florida Water Management, and Martin County.

Mr. Crosley noted that because FIND has dredged material management sites, it is likely that Brevard County will approach the District about working with them on this project. He stated that all requests will be brought before the Board and will be structured to benefit the waterway.

ITEM 21. Washington Report.

Mr. Crosley stated that a draft of the Water Resources Development Act (WRDA) was released and the House WRDA adopted several of the concepts offered by the District and the Atlantic Intracoastal Waterway Association to the House Transportation & Infrastructure Committee which authorized the operation and maintenance needs of the Atlantic Intracoastal Waterway. He stated that this legislation is a positive step toward obtaining additional attention and funding for the Intracoastal Waterway. He stated that “recreation purposes” will be assessed by the USACE, which will certainly highlight the unique marine economy in Florida. He noted that this is the first WRDA act in about 8 years.

Mr. Crosley stated that the District is now asking our congressional delegation to submit legislative language to the Senate Commerce, Science and Transportation Committee’s Subcommittee on Oceans, Atmosphere, Fisheries and the Coast Guard seeking to ease mitigation for maintenance requirements resulting from Essential Fish Habitat consultation contained in the Magnuson Stevens Reauthorization legislation.

Mr. Crosley stated that the EPA and the USACE are proposing new rules to define waters of the U.S. He stated that because FIND already has to request permits for dredging activity, this may not have an impact on the District. He noted that new waters would fall under this jurisdiction and it's probably worth reviewing the proposal.

Commissioner Bowman noted that the WRDA Bill has some wording that could affect projects Duval County. He stated that these projects are the JaxPort deepening project that cuts across the IWW and the other is the Mile Point project. He suggested that the WRDA wording be monitored and analyzed in how it affects the District.

Dr. Taylor stated that he has looked at the Mile Point project and he has some reservations and concerns about several issues regarding the project. Mr. Crosley noted that the District has expressed concerns about this project but have not gone any further at this time.

Mr. Adams suggested that the District monitor the completed project for flushing and if any additional shoaling is noted to immediately contact the USACE.

ITEM 22. Additional Staff Comments and Additional Agenda Items.

Vice-Chair Chappell asked if there were any additional staff comments or agenda items. There were none.

ITEM 23. Additional Commissioners Comments.

Vice-Chair Chappell asked if there were any additional Commissioner comments.

Treasurer Blow stated that last evening's Community Outreach Event was outstanding.

Commissioner Crowley stated that it was great that so many members of the local community and government attended last evening's event.

Commissioner Sansom stated that the Community Outreach Event will be held Friday, June 20, 2014 at 6:00 p.m. at the newly constructed Exploration Tower at Port Canaveral. He stated that there will be a Port tour at 5:00 p.m. for the commissioners.

Commissioner Crowley stated that during the Miami River Tour, Mr. Brett Bibeau with the Miami River Commission presented the District with a plaque to honor the District for its participation in the Miami River dredging project. He stated that perhaps the District should consider presenting plaques to local government that partner with the District on waterway projects. He stated that this would be a good way to keep the District in everyone's mind.

Vice-Chair Chappell stated that the District should review all of the District's Continuing Contract Agreements (CCA). Mr. Crosley stated that the staff monitors these agreements and we are in compliance.

ITEM 24. Adjournment.

Vice-Chair Chappell stated that hearing no further business the meeting was adjourned at 12:23 p.m.



BREVARD COUNTY PROJECT STATUS UPDATE

June 2014

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan for the Intracoastal Waterway (IWW) in Brevard County was completed in 1989. This plan identified an estimated dredging requirement of approximately 4 million yds³ of material over the next 50 years, divided into 6 dredging reaches at the authorized federal channel depth of -12 feet. Phase II of the DMMP was completed in 1994 identifying 8 properties for the development of Dredged Material Management Areas (DMMA's). All major land acquisition was completed in 1997. (Please see the attached location maps).

The 50-year storage projection for the 70 miles of channel in Brevard County is approximately 7.6 million yds³, the third highest of the District's 12 counties.

Waterway Dredging

There is no waterway dredging currently scheduled in Brevard County. The most recent dredging occurred in 2000 when approximately 1.2 million yds³ of material was dredged from Reach 1 in northern Brevard County and placed in BV-2C.

Dredged Material Management Area Development

Dredged Material Management Areas (DMMA) BV-2C, BV-NASA, and BV-52 have been fully constructed. DMMA's BV-4B, BV-R, BV-11, and BV-40 have had Phase I development. The Plans and Specifications for BV-4B have been initiated. Negotiations are ongoing with Brevard County for the possible exchange of DMMA BV-24 with a neighboring property in order to preserve scrub jay habitat.

Waterways Economic Study

The initial Brevard County Waterways Economic Study was completed in 2003 and determined that there were 407 waterway related businesses within the county. The study was updated in December of 2011 and found that waterway-related businesses employed 3,652 people, with salaries of approximately \$122 million, a total positive economic impact of \$580 million, and additional tax revenues generating \$21.5 million.

Estimated losses from the 2007 recession were 5,936 future jobs and \$936 million in future waterway-related sales. There are currently more than 33,000 registered vessels in the county.

FIND



BREVARD COUNTY PROJECT STATUS UPDATE

June 2014

Projected decreased maintenance of the channel to only -5 feet results in an estimated 50% decrease in these numbers, while deepening the channel over -12 feet results in only a 5% increase in economic output. (Please see the attached location map of marine-related businesses).

Waterways Assistance Program

Since 1986, the District has provided \$10.7 million in Waterways Assistance Program funding to 119 projects in the County having a total constructed value of \$29 million. The County, the City of Cocoa, the City of Cocoa Beach, the City of Melbourne, the City of Palm Bay, the City of Satellite Beach, the City of Titusville, the Town of Melbourne Beach, the Sebastian Inlet District, and the Town of Palm Shores have participated in the program. See attached listing and location map.

Notable projects funded include: the South County Boat Launch, Lee Wenner Park Improvements, Crane Creek Promenade, AIS Lagoon House, Blue Crab Cove, Kennedy Point Park, Derelict Vessel Removal, Titusville Marina Improvements, Cocoa Beach and Melbourne dredging projects, Turkey Creek dredging, Melbourne Beach Historic Pier, and Veteran's Memorial Pier.

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for 32 projects with elements in Brevard County totaling \$2 million in District assistance for \$24.2 million worth of constructed projects. These projects include: Florida Marine Patrol Officer Funding; Sebastian Inlet State Park Boat Ramp Dredging & Dock, Sebastian Inlet State Park Environmental Enhancements, Manatee Viewing Piers and Canoe Docks at the Sebastian River Buffer Preserve, Muck Removal in Crane Creek, Turkey Creek and the Sebastian River, and the Indian River Lagoon Boaters Guide.

Interlocal Agreement Program

The District's Interlocal Agreement Program has provided funding assistance for 5 projects with elements in Brevard County: Clean Marina Program; Clean Vessel Act, and Spoil Island Restoration Projects.

FIND



BREVARD COUNTY
PROJECT STATUS UPDATE
June 2014

Public Information Program

The District currently prints and distributes the following brochures with specific information about Brevard County Waterways: the Economic Impact of Brevard County Waterways, Brevard County Boating Safety and Manatee Protection Zone Brochure, Spoil Islands of Brevard County, Movable Bridge Guide, and the ICW Channel Conditions Brochure.

Waterway Clean Up Program

The District has successfully partnered with Keep Brevard Beautiful for numerous years on waterway clean-up projects in Brevard County.

Small-Scale Derelict Vessel Removal Program

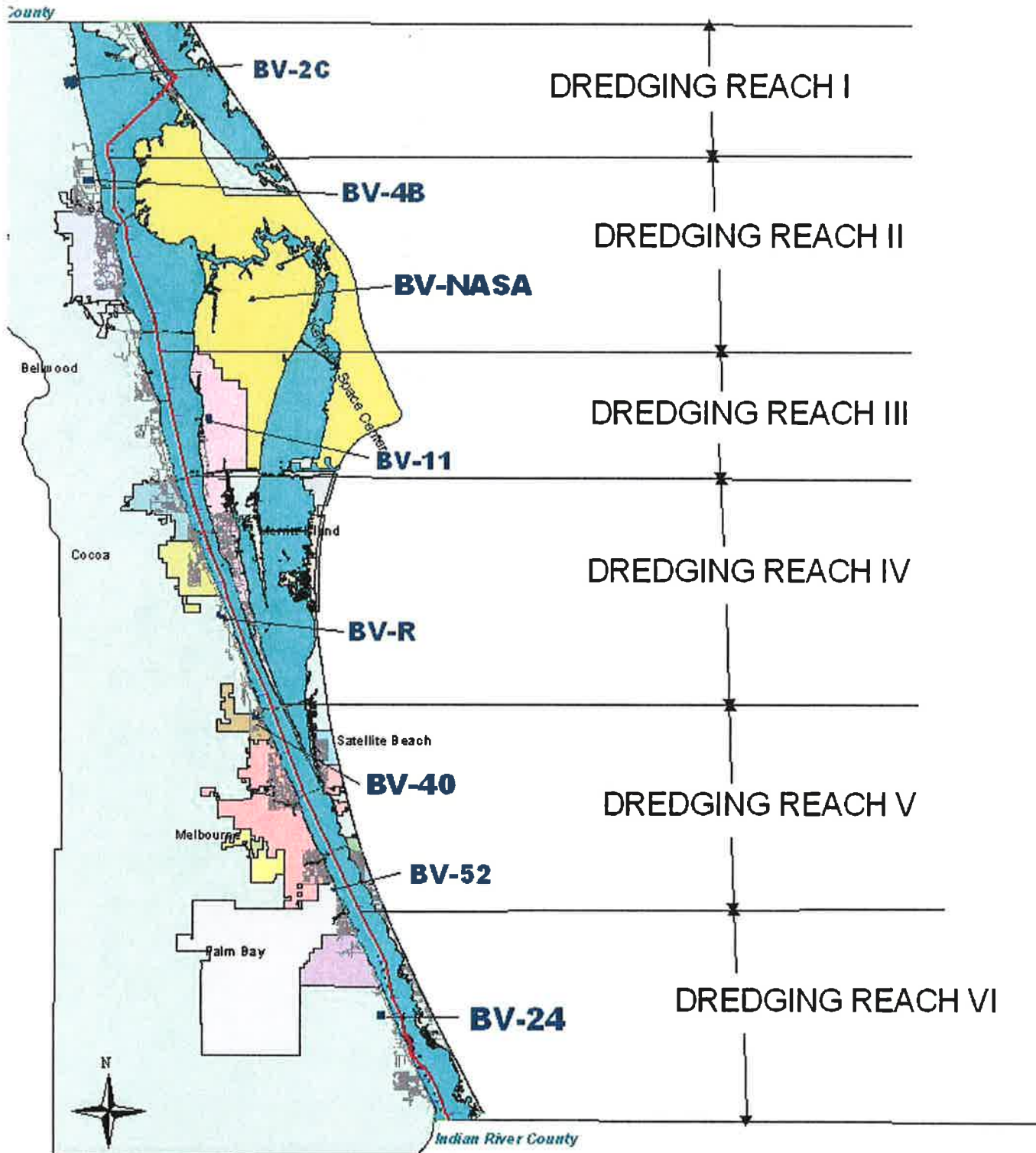
In addition to several assistance program grants for derelict vessel removal, Brevard County has consistently and successfully applied for projects through the Small-Scale Derelict Vessel Removal Program.

Small-Scale Spoil Island Enhancement and Restoration Program

Spoil Islands in Brevard County have been improved through the Small-Scale Spoil Island Enhancement and Restoration Program by having trails cut, fire rings installed, picnic tables installed, information kiosks installed, and exotic vegetation removed. These cooperative projects were accomplished by partnering with FDEP, the County, City of Satellite Beach and numerous community volunteers, and have totaled approximately \$29,000.00 in District funding.



FIND

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



DMMA BV-2C



 FIND Easement
 FIND Owned



BV-2C

Indian River Park Segui Grant

© 2014 Google

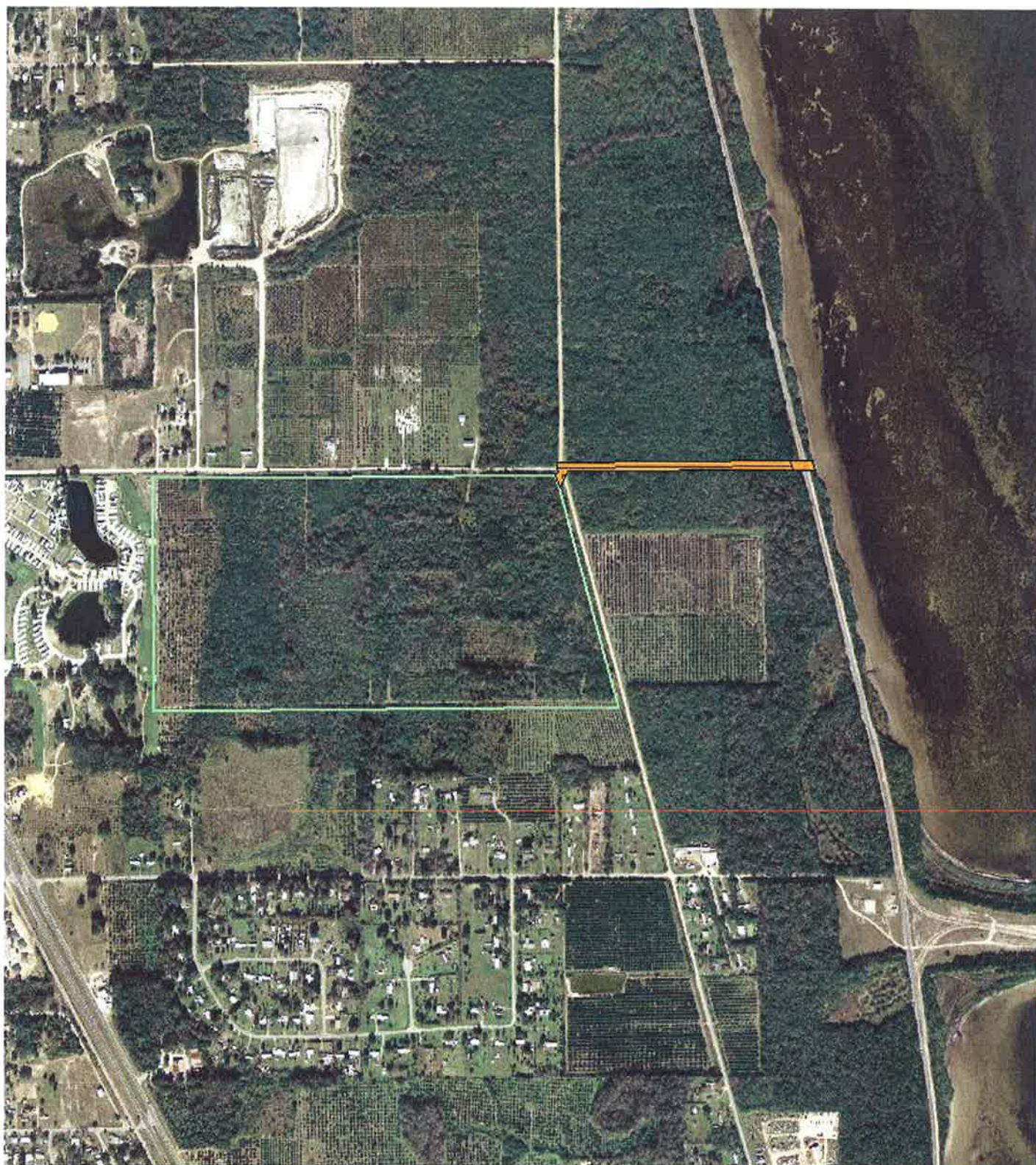
Google



1485 ft

1994

Imagery Date: 2/13/2014 28°44'23.96" N 80°50'57.57" W elev 5 ft eye d

DMMA BV-4B



 FIND Easement
 FIND Owned



Paul Ln

Guyler St

Hammock Rd

BV-4B

Meander Ln

1063 ft

1994

© 2014 Google

Google

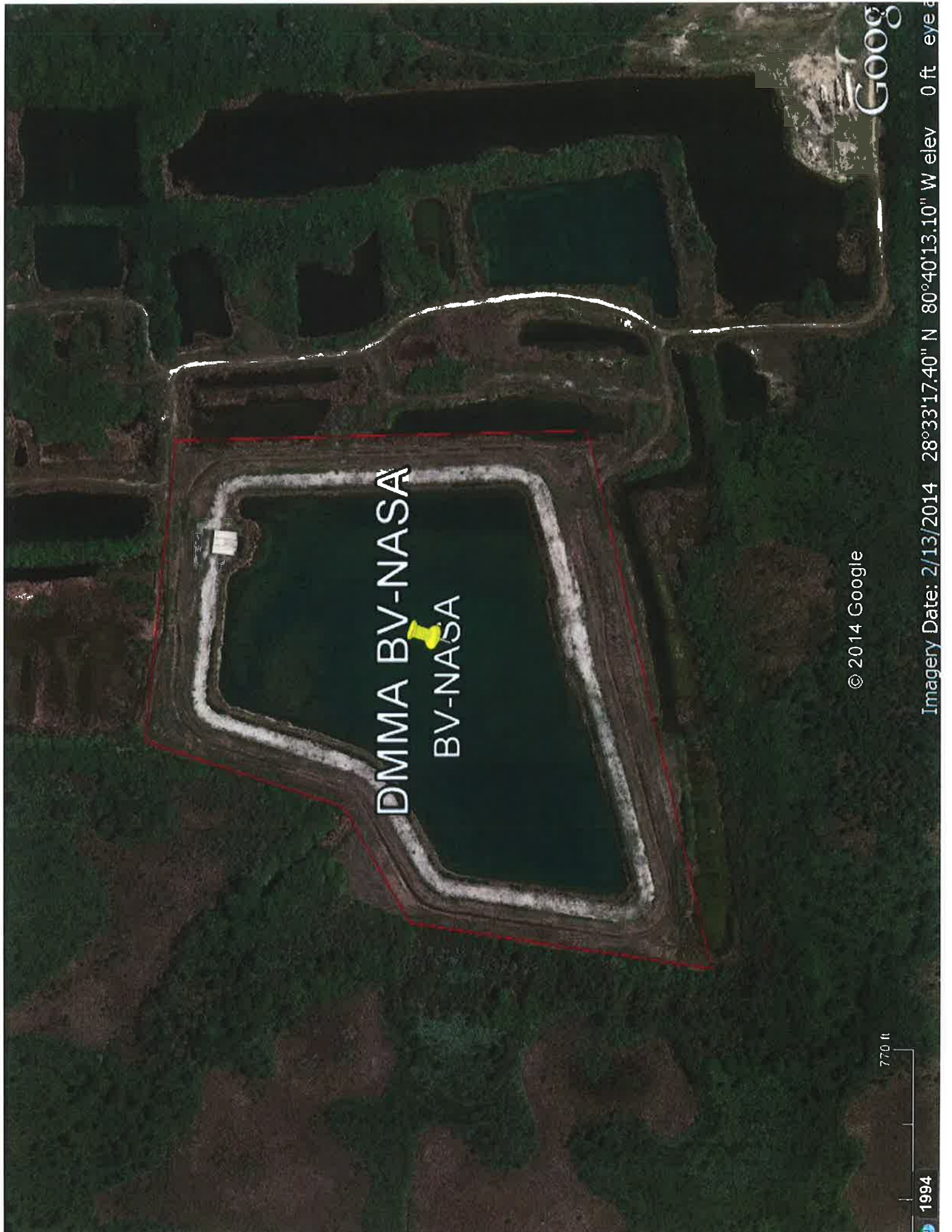
Imagery Date: 2/13/2014 28°39'27.54" N 80°49'49.53" W elev 7 ft eye a

DMMA BV-NASA



 FIND Easement
 FIND Owned





DMMA BV-NASA
BV-NASA

© 2014 Google

Google

770 ft

1994

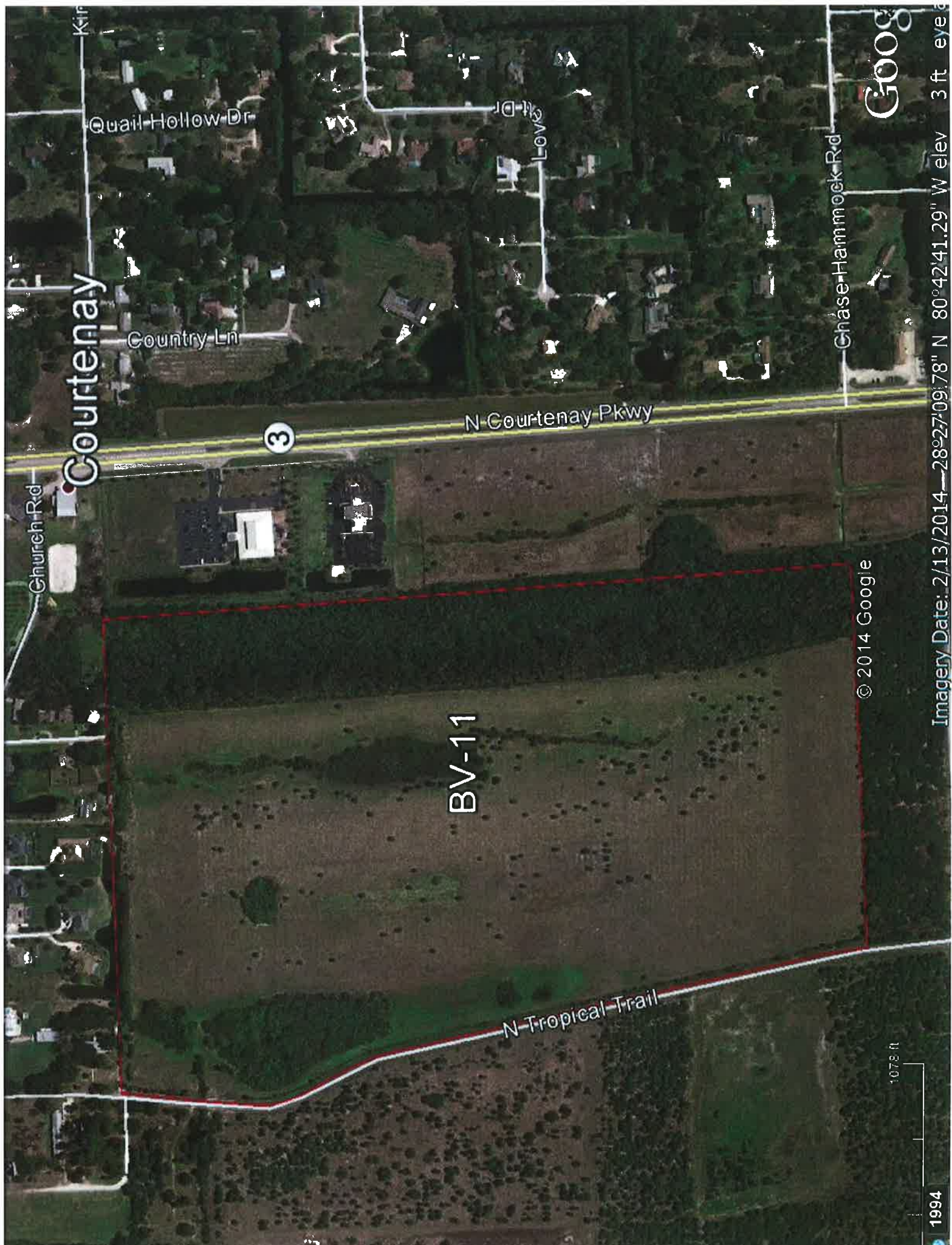
Imagery Date: 2/13/2014 28°33'17.40" N 80°40'13.10" W elev 0 ft eye a

DMMA BV-11



 FIND Easement
 FIND Owned





Courtenay

BV-11

N Courtenay Pkwy

N Tropical Trail

© 2014 Google

Google

1078 ft

1994

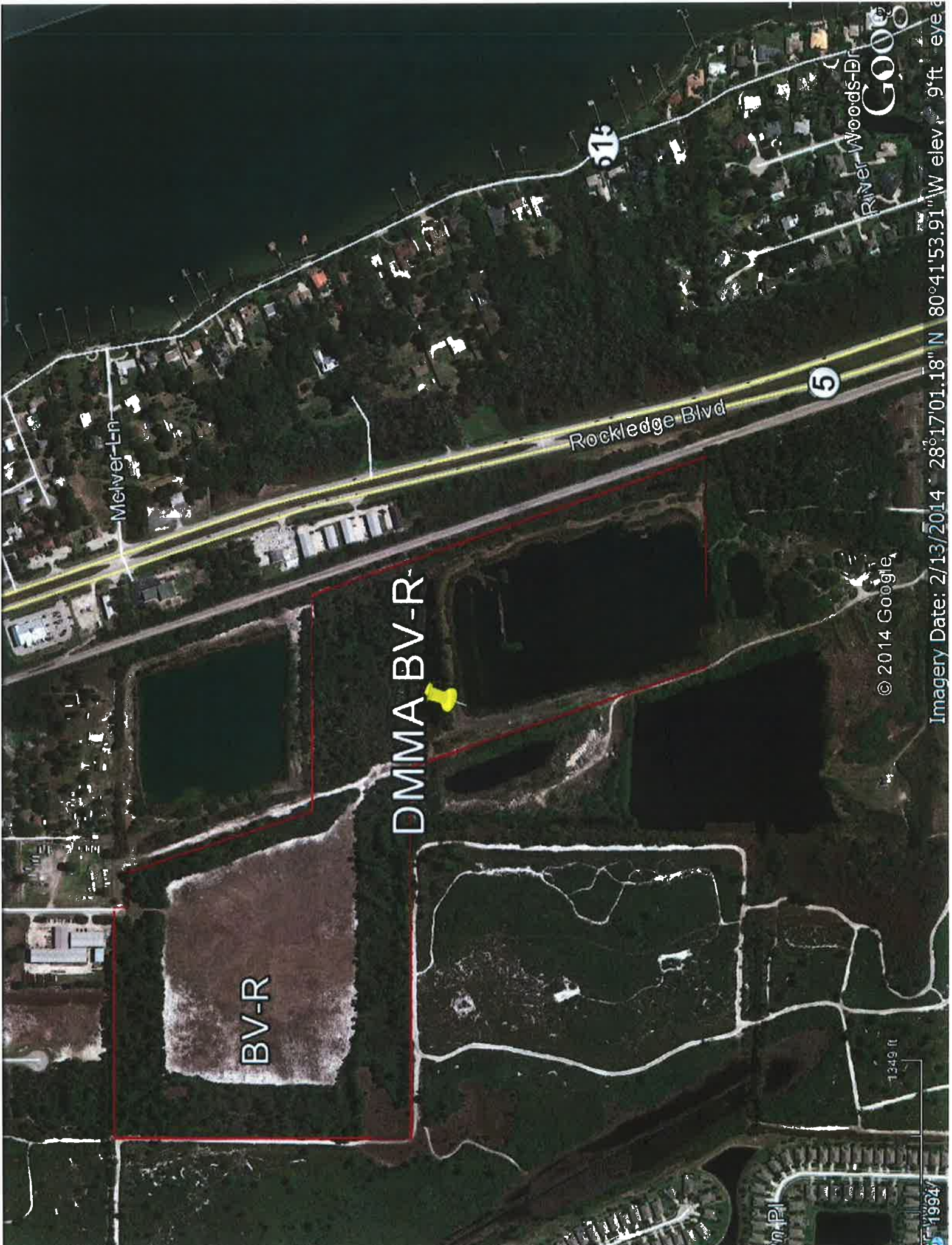
Imagery Date: 2/13/2014 — 28°27'09.78" N 80°42'41.29" W elev 3 ft eye a

DMMA BV-R



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





© 2014 Google

Google

Imagery Date: 2/13/2014 28°17'01.18" N 80°41'53.91" W elev. 9'ft eye a



 FIND Easement
 FIND Owned

DMMA BV-40





BV-40

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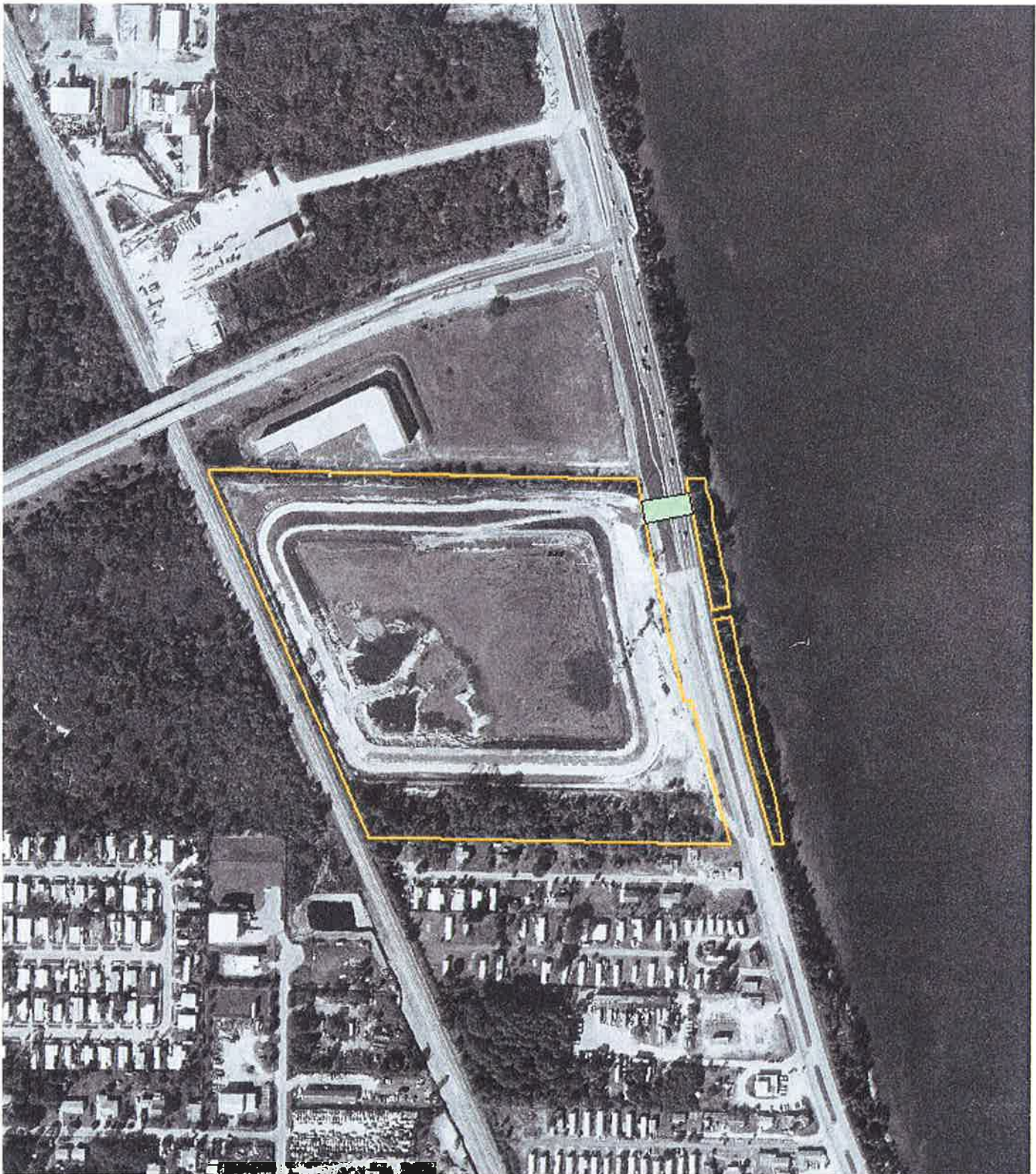
1994





545 ft

Imagery Date: 2/13/2014 28°11'53.72" N 80°39'56.18" W elev 26 ft eye a

Goog

DMMA BV-52



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





BV-52

Dixie Hwy NE

5

© 2014 Google

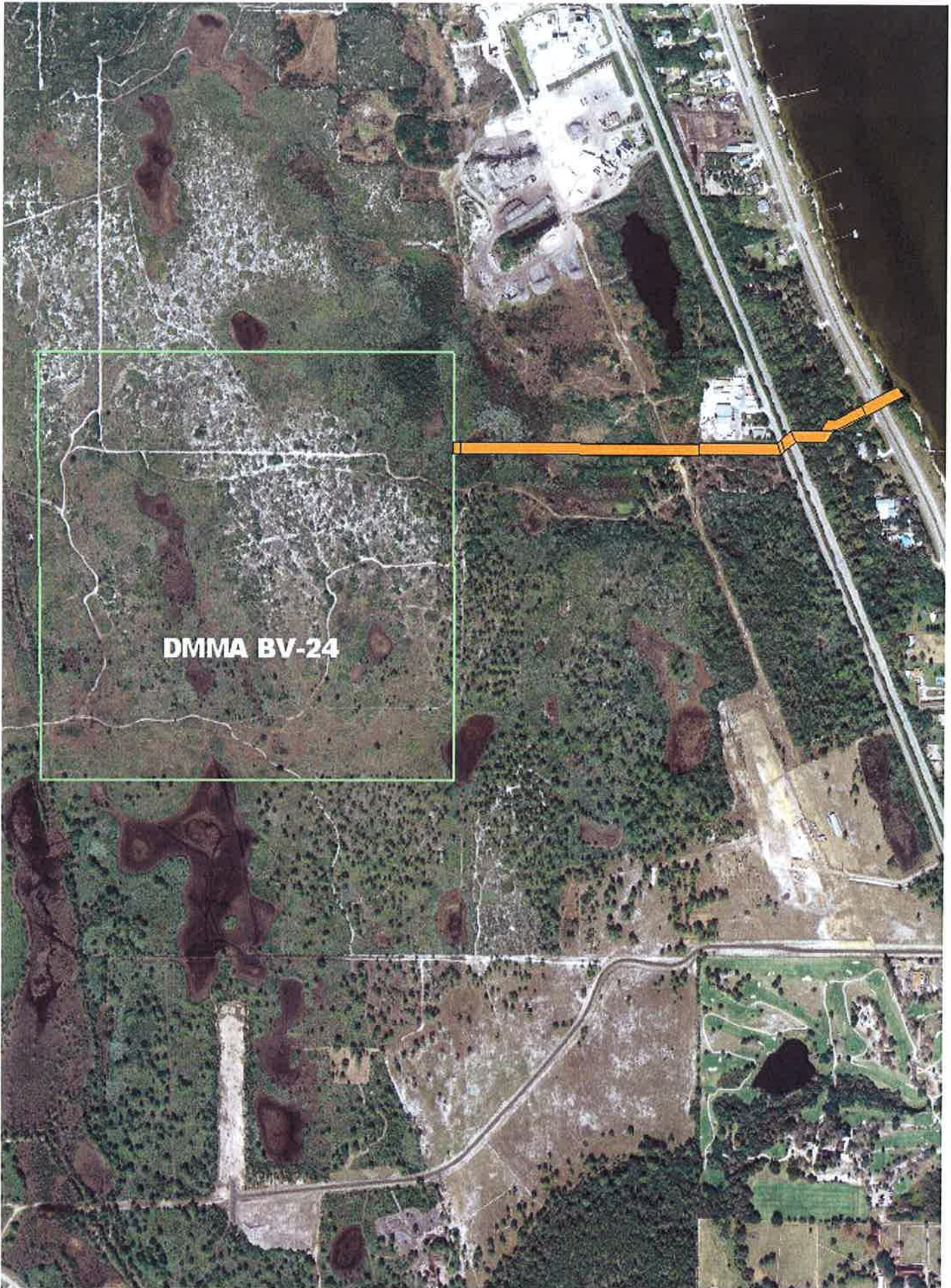
Google

Myers Dr NE

Imagery Date: 2/13/2014 28°03'05.43" N 80°35'22.60" W elev 7 ft eye a

462 ft

1994





© 2014 Google

Google

Imagery Date: 2/13/2014 27°56'40.61" N 80°32'37.69" W elev. 22 ft eye a

1924 ft

1994

ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



Purpose

To update economic benefits in Brevard County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Brevard County*, February 2003, 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

- \$580.2 million in business volume
- \$122.3 million in personal income
- 3,652 jobs
- \$21.5 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$403.6 million in business volume
- Decrease of \$79.3 million in personal income
- Decrease of 2,418 jobs
- Decrease of \$11.8 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$21.4 million in business volume
- Increase of \$5.0 million in personal income
- Increase of 161 jobs
- Increase of \$1.0 million in tax revenue

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

- Decrease of \$935.5 million in business volume
- Decrease of \$197.0 million in personal income
- Decrease of 5,936 jobs
- Decrease of \$31.7 million in tax revenue

Economic Benefits as of April 2011

BREVARD COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

BREVARD 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 February 2003 in *An Economic Analysis of the District's Waterways in Brevard County*.

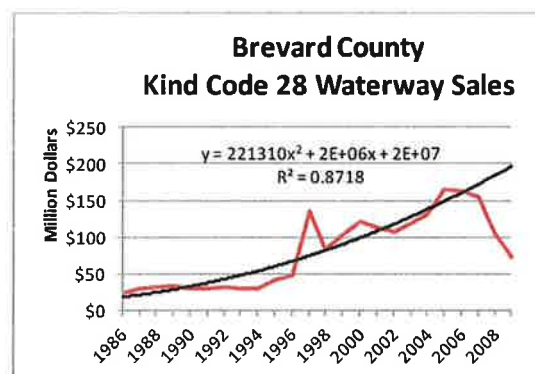
Updating of Previously Estimated Benefits

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 Brevard County decreased by 53 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by 26 percent.



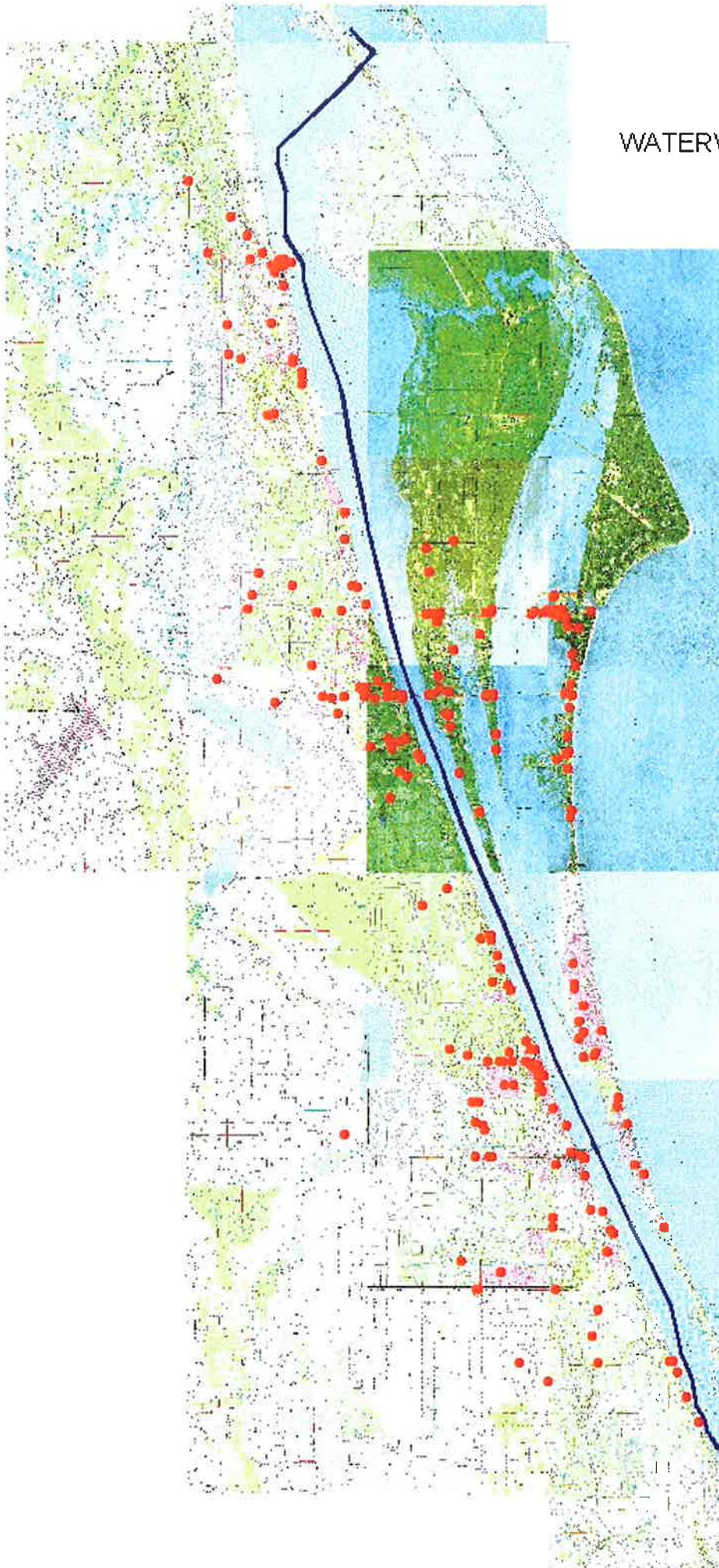
Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$30.9 million
- Cessation of maintenance: \$25.7 million
- Increased maintenance: \$30.9 million
- Assuming no recession: \$46.8 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

BREVARD COUNTY
WATERWAY RELATED BUSINESSES

LEGEND

● Businesses.shp
— Channel



WATERWAYS ASSISTANCE PROGRAM PROJECTS BREVARD COUNTY 1986-2014

Project Name	Number Project	Sponsor Project	Amount Grant	Total Cost
Banana River/ Newfound Harbor Channel Marker - Phase I	BV-00-55	Brevard County	\$25,000.00	\$27,777.00
Lee Wenner Park Improvements - Phase I I	BV-00-56	Brevard County	\$279,469.00	\$566,436.00
Rotary Riverfront Park Dock Replacement - Phase I	BV-00-57	Brevard County	\$6,757.00	\$13,696.00
Space View Park Dock Replacement - Phase I & I I	BV-00-58	Brevard County	\$32,672.00	\$70,840.00
Marine Intracoastal Enforcement Program	BV-00-59	Brevard County S. O.	\$5,739.00	\$7,652.00
Banana River/ Newfound Harbor Channel Markers	BV-01-63	Brevard County	\$58,500.00	\$65,000.00
Coastal Resources & Ecosystems D.M.E. Project	BV-01-64	Brevard County	\$30,000.00	\$60,000.00
P.O.W./ M.I.A. Park Boat Launch Improvements	BV-01-65	Brevard County	\$136,837.00	\$276,187.00
Rotary Riverfront Park Dock Replacement - Phase I I	BV-01-66	Brevard County	\$45,650.00	\$91,300.00
Kelly Park East Improvements	BV-02-69	Brevard County	\$80,000.00	\$160,000.00
Kelly Park East Mooring Dock	BV-03-73	Brevard County	\$27,800.00	\$55,600.00
Riverwalk - A Family Park Nature Center	BV-03-74	Brevard County	\$140,000.00	\$280,000.00
Parrish Park - Titusville Boat Ramps	BV-03-75	Brevard County	\$152,200.00	\$560,000.00
Marine Intracoastal Enforcement Program - I I	BV-03-76	Brevard County	\$20,000.00	\$40,000.00
Chain Of Lakes Recreation Complex - Phase I (Expired)	BV-06-86	Brevard County	\$107,500.00	\$215,000.00
South County Boat Launch - Phase I	BV-06-87	Brevard County	\$55,231.00	\$110,462.00
Derelict Vessel Removal	BV-08-93	Brevard County	\$20,825.00	\$41,650.00
A. Max Brewer Memorial Causeway Catwalks	BV-08-94	Brevard County	\$428,814.00	\$857,628.00
South County Boat Launch - Phase I I	BV-08-95	Brevard County	\$500,000.00	\$2,261,700.00
Marina Park Boat Launch	BV-09-98	Brevard County	\$330,145.00	\$1,632,000.00
Indian Bay Channel Marker Project	BV-09-99	Brevard County	\$13,375.00	\$26,753.00
Parrish Park Boat Dock	BV-1	Brevard County	\$6,250.00	\$25,000.00
Blue Crab Cove	BV-10-103	Brevard County	\$596,500.00	\$2,825,000.00
Griffs Landing At Blue Crab Cove - Phase I	BV-11-105	Brevard County	\$56,250.00	\$112,500.00
Kelly Park East Boat Dock & Seawall Replacement	BV-11-106	Brevard County	\$148,750.00	\$297,500.00
Griffs Landing At Blue Crab Cove - Phase I I	BV-12-110	Brevard County	\$304,241.00	\$608,482.00
Derelict Vessel Removal - 2012	BV-12-111	Brevard County	\$22,850.00	\$45,700.00
Kelly Park East Floating Dock	BV-12-112	Brevard County	\$71,500.00	\$162,500.00
Griffs Landing at Blue Crab Cove Phase B	BV-13-117	Brevard County	\$394,000.00	\$788,000.00
John Jorgensen's Landing Boat Ramp Dock Replacement	BV-13-118	Brevard County	9,400.00	\$18,800.00
POW MIA Park Channel Dredging Ph I	BV-13-119	Brevard County	35,000.00	\$70,000.00
Channel Markers & Signs	BV-2	Brevard County	\$12,650.00	\$50,600.00
Long Point Park Bridge	BV-3	Brevard County	\$7,500.00	\$30,000.00
Kiwanis Point Park Improvements	BV-87-5	Brevard County	\$40,000.00	\$80,000.00
Port St. John's Boat Ramp Park	BV-87-6	Brevard County	\$25,000.00	\$50,000.00
Lee Wenner Park Shoreline Stabilization	BV-87-7	Brevard County	\$15,000.00	\$30,000.00
Channel Markings	BV-87-8	Brevard County	\$12,500.00	\$25,000.00
Long Point Bridge/Dock Improvements	BV-87-9	Brevard County	\$10,000.00	\$20,000.00
Derelict Vessel Removal	BV-88-11	Brevard County	\$50,000.00	\$200,000.00

WATERWAYS ASSISTANCE PROGRAM PROJECTS BREVARD COUNTY 1986-2014

Project Name	Number Project	Sponsor Project	Amount Grant	Total Cost
Wayside Park Design	BV-89-15	M. I. Redevelop Agency	\$20,000.00	\$40,000.00
Veterans Memorial Park	BV-90-17	Brevard County	\$28,000.00	\$57,770.00
Intracoastal Waterway Park	BV-90-18	Brevard County	\$70,000.00	\$183,000.00
Indian River Lagoon Channel Marking	BV-91-19	Brevard County	\$90,000.00	\$90,000.00
Fisherman's Landing Boat And Fishing Pier (Expired)	BV-91-20	Brevard County	\$20,000.00	\$40,000.00
Constitution Park Shoreline Stabilization (Expired)	BV-92-25	Brevard County	\$15,000.00	\$30,000.00
Seawall & Dock Repair @ Haulover Canal	BV-93-28	Brevard County	\$60,000.00	\$211,000.00
Spessard Holland Golf Course Shoreline Stab. - Phase I	BV-93-29	Brevard County	\$4,000.00	\$8,000.00
Kennedy Point Park - Phase I	BV-93-30	Brevard County	\$9,000.00	\$20,000.00
Spessard Holland Golf Course Shoreline Stabilization	BV-94-33	Brevard County	\$89,896.00	\$179,792.00
First Street Boat Ramp	BV-95-35	Brevard County	\$30,000.00	\$60,000.00
Fisherman's Landing Boating & Fishing Dock	BV-95-36	Brevard County	\$20,000.00	\$40,000.00
Kennedy Point Park - Phase II	BV-96-37	Brevard County	\$155,269.00	\$800,832.00
Merritt Island Waterway Maintenance Dredging	BV-96-38	Brevard County	\$155,269.00	\$479,500.00
Kennedy Point Park	BV-97-43	Brevard County	\$217,341.00	\$781,749.00
Marine Intracoastal Enforcement Program	BV-97-44	Brevard County S. O.	\$61,542.00	\$77,392.00
Manatee Hammock Pier & Shoreline Stabilization	BV-98-47	Brevard County	\$60,948.00	\$121,896.00
Lee Wenner Park Improvements - Phase I	BV-98-48	Brevard County	\$25,000.00	\$50,000.00
John Jorgensen's Landing Dock Replacement	BV-98-49	Brevard County	\$14,250.00	\$28,500.00
Waterways Environmental Education Canoe Project	BV-99-51	Brevard County Ext. Service	\$8,317.74	\$11,268.67
400 Channel Dredging	BV-CB-09-100	City Of Cocoa Beach	\$183,850.00	\$245,150.00
Public Spoil Site Development - Phase I	BV-CB-11-107	City Of Cocoa Beach	\$100,000.00	\$200,000.00
Public Spoil Site Development Ph II	BV-CB-13-120	City of Cocoa Beach	175,433.00	\$400,000.00
Dredging of Channels No. 400 and Rock Point	BV-CB-4	City of Cocoa Beach	\$41,250.00	\$165,000.00
Channel Dredging	BV-CB-89-13	City of Cocoa Beach	\$61,000.00	\$135,000.00
Dredging of Channels	BV-CB-92-23	City of Cocoa Beach	\$110,000.00	\$220,323.00
Maintenance Dredging Of The 200 Channel	BV-CB-93-26	City Of Cocoa Beach	\$30,000.00	\$73,000.00
Lee Wenner Park Dredging & Seawall Extension	BV-CO-12-113	City Of Cocoa	\$111,750.00	\$223,500.00
Lee Wenner Park Renovation Ph 1	BV-CO-13-121	City of Cocoa	75,000.00	\$244,000.00
Cocoa Village Riverwalk Esplanade	BV-CO-97-45	City Of Cocoa	\$190,492.00	\$380,984.00
Re-construction Of Melbourne Beach Historic Pier	BV-MB-01-67	Town Of Melbourne Beach	\$136,500.00	\$273,000.00
Pineapple Park Shoreline Stabilization	BV-ME-00-60	City Of Melbourne	\$22,125.00	\$94,250.00
Houston Street Retaining Wall Replacement	BV-ME-02-70	City Of Melbourne	\$15,000.00	\$30,000.00
Expansion Of Eau Gallie Pier At Pineapple Park	BV-ME-06-88	City Of Melbourne	\$276,537.00	\$581,000.00
Crane Creek Promenade Reconstruction	BV-ME-09-101	City Of Melbourne	\$350,250.00	\$758,500.00
Horse Creek Non-motorized Boat Launch & Dredge - Ph I	BV-ME-12-114	City Of Melbourne	\$30,000.00	\$60,000.00
Melbourne Harbor Channel Dredge - Phase I	BV-ME-12-115	City Of Melbourne	\$40,000.00	\$80,000.00
Pineapple Park Fishing Pier	BV-ME-87-10	City of Melbourne	\$14,667.00	\$29,334.00
Ballard Park Improvements	BV-ME-88-12	City of Melbourne	\$75,000.00	\$188,696.00

WATERWAYS ASSISTANCE PROGRAM PROJECTS BREVARD COUNTY 1986-2014

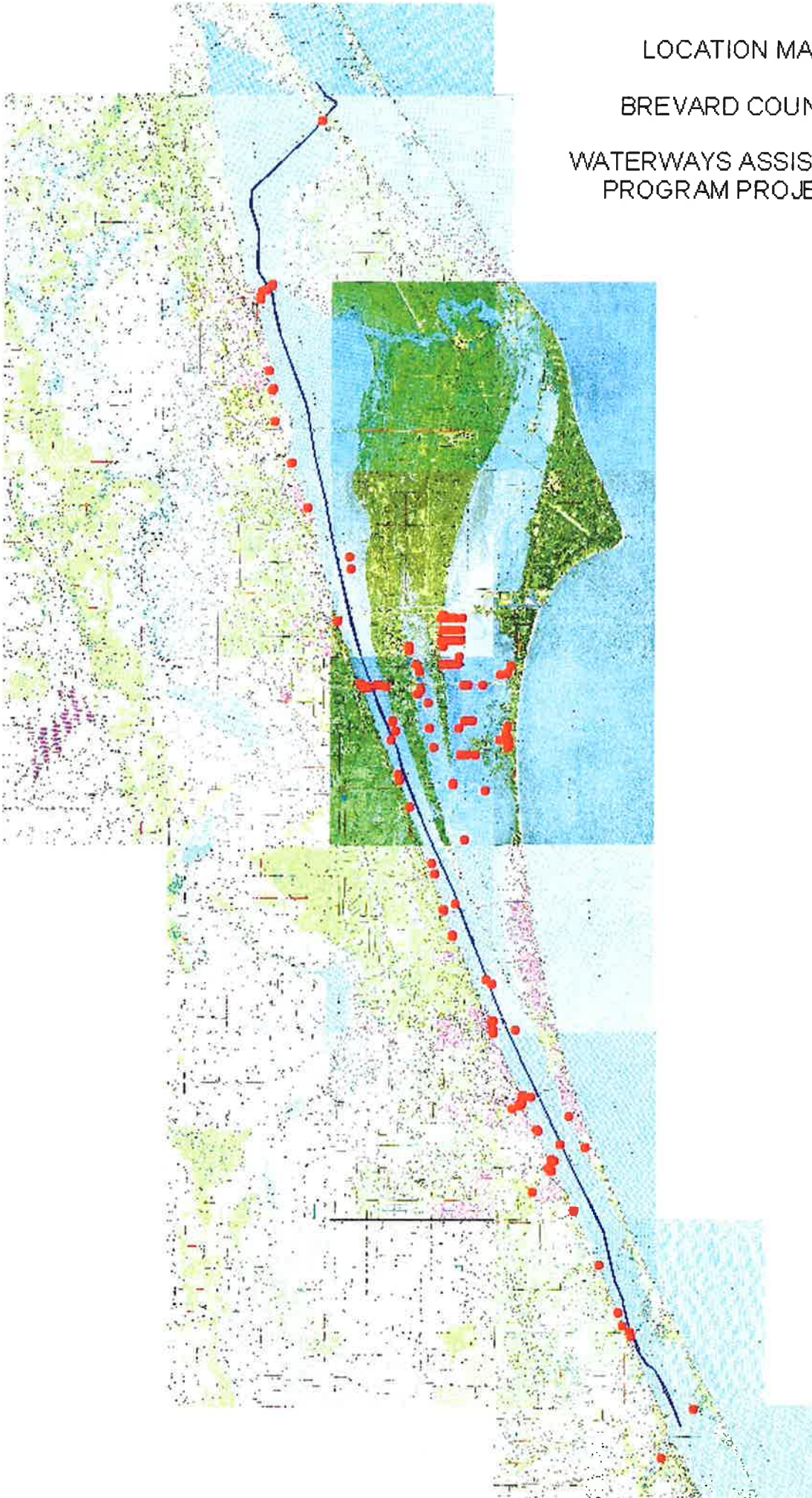
Project Name	Number Project	Sponsor Project	Amount Grant	Total Cost
Lincoln Avenue Overlook Park	BV-ME-89-14	City of Melbourne	\$25,000.00	\$59,740.00
Front Street Channel	BV-ME-90-16	City of Melbourne	\$40,000.00	\$103,235.00
Environmental Education Pavilion at Crane Creek	BV-ME-91-21	City of Melbourne	\$60,000.00	\$103,950.00
Pineapple Park Pier Repairs	BV-ME-92-24	City of Melbourne	\$7,500.00	\$15,000.00
Environmental Education Brochures & Vending Machine	BV-ME-93-27	City of Melbourne	\$7,000.00	\$8,800.00
Pineapple Park Fishing Pier Lighting	BV-ME-94-32	City of Melbourne	\$10,500.00	\$21,000.00
Crane Creek Dredging - Phase I	BV-ME-96-41	City of Melbourne	\$35,000.00	\$70,000.00
Crane Creek Promenade Boardwalk Repairs	BV-ME-97-46	City of Melbourne	\$7,000.00	\$14,000.00
Melbourne Police Department Marine Patrol Boat	BV-ME-98-50	City of Melbourne	\$28,693.00	\$38,257.00
Ballard Park Shoreline Stabilization	BV-ME-99-54	City of Melbourne	\$9,000.00	\$18,000.00
Intracoastal Waterway Park	BV-MI-91-22	M. I. Redevelop Agency	\$45,000.00	\$112,000.00
I R L House - Environmental Learning Center	BV-PB-00-61	City of Palm Bay	\$100,000.00	\$692,500.00
Pollak Park Boating Safety Center & Improvements	BV-PB-01-68	City of Palm Bay	\$107,500.00	\$265,000.00
A.I.S. Lagoon House Shoreline Stabilization	BV-PB-02-71	City of Palm Bay	\$70,000.00	\$140,000.00
Lagoon House	BV-PB-03-77	City of Palm Bay	\$110,750.00	\$1,320,000.00
Navigation Aids For Turkey Creek & Channel	BV-PB-03-78	City of Palm Bay	\$29,250.00	\$58,500.00
Turkey Creek Maintenance Dredging	BV-PB-03-79	City of Palm Bay	\$110,000.00	\$220,000.00
South Pier At Castaways Point Park	BV-PB-03-80	City of Palm Bay	\$50,000.00	\$100,000.00
Derelict Vessel Removal	BV-PB-04-81	City of Palm Bay	\$28,000.00	\$56,000.00
Turkey Creek Maintenance Dredging	BV-PB-04-82	City of Palm Bay	\$75,000.00	\$150,000.00
Turkey Creek Sediment Sump	BV-PB-04-83	City of Palm Bay	\$40,250.00	\$85,500.00
Maintenance Of Turkey Creek Navigation	BV-PB-06-89	City of Palm Bay	\$150,000.00	\$300,000.00
Public Boat Ramp Lighting	BV-PB-07-90	City of Palm Bay	\$33,000.00	\$66,000.00
Turkey Creek Dredging Permit Consolidation (Expired)	BV-PB-07-91	City of Palm Bay	\$62,500.00	\$125,000.00
Bayfront Waterfront	BV-PB-12-116	City of Palm Bay	\$58,875.00	\$785,000.00
Turkey Creek Area Dredging	BV-PB-96-39	City of Palm Bay	\$70,000.00	\$150,000.00
Castaways Point Park Development	BV-PB-96-40	City of Palm Bay	\$45,000.00	\$205,000.00
Turkey Creek Channel Dredging	BV-PB-99-52	City of Palm Bay	\$400,000.00	\$450,000.00
Shoreside Park Fishing Dock Repair	BV-PS-02-72	Town Of Palm Shores	\$50,000.00	\$100,000.00
Shoreside Park Hurricane Related Repairs	BV-PS-05-84ER	Town Of Palm Shores	\$147,390.00	\$419,780.00
Samsons Island A.D.A. Restroom	BV-SB-08-96	City Of Satellite Beach	\$15,000.00	\$30,000.00
Police Boat Engine	BV-SB-09-102	City Of Satellite Beach	\$7,265.00	\$14,530.00
Coconut Point Shoreline Stabilization - Phase I I	BV-SI-11-108	Sebastian Inlet District	\$120,000.00	\$240,000.00
Sand Pointe Slip	BV-TI-00-62	City Of Titusville	\$47,779.00	\$53,800.00
2004 Hurricane Damage - Dock Replacement	BV-TI-06-85ER	City Of Titusville	\$36,647.27	\$73,294.00
Dock E Replacement (Withdrawn)	BV-TI-07-92	City Of Titusville	\$477,400.00	\$954,800.00
Marina Fuel Tank Replacement	BV-TI-08-97	City Of Titusville	\$49,972.88	\$131,507.57
Mooring Field Installation	BV-TI-10-104	City Of Titusville	\$185,000.00	\$370,000.00
Channel Maintenance Dredging - Phase I	BV-TI-11-109	City Of Titusville	\$52,500.00	\$70,000.00

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
BREVARD COUNTY 1986-2014**

Project Name	Number Project	Sponsor Project	Amount Grant	Total Cost
Veterans Memorial Fishing Pier Redecking	BV-TI-94-31	City Of Titusville	\$19,050.00	\$38,100.00
Space Walk Hall Of Fame - Gemini Phase	BV-TI-97-42	City Of Titusville	\$144,252.00	\$447,000.00
Veterans Memorial Pier	BV-TI-99-53	City Of Titusville	\$115,152.00	\$230,304.00
TOTALS			\$10,788,817.89	\$29,456,797.24

LOCATION MAP

BREVARD COUNTY

WATERWAYS ASSISTANCE
PROGRAM PROJECTS

Legend

● Wapinfo
— Channel



PRELIMINARY CONSENT AGENDA

**FLORIDA INLAND NAVIGATION DISTRICT
Board of Commissioners Meeting**

9:00 a.m., Friday, June 20, 2014

**DoubleTree by Hilton Cocoa Beach Oceanfront
2080 N. Atlantic Avenue
Cocoa Beach, (Brevard County), FL 32931**

Item a. Regulatory Plan for Rule Adoption.

Florida statutes require that the District prepare a regulatory plan for rule adoption for a 12 month period beginning on July 1, 2014 and ending on June 30, 2015. Staff has prepared a review pursuant to this statute. The report must be submitted prior to July 1st.

(Please see back up pages 3 - 10)

RECOMMEND Approval of the regulatory plan for rule adoption for a 12 month period beginning on July 1, 2014 and ending on June 30, 2015.

Item b. GIS Maintenance Agreement.

ESRI, the District's provider of Geographic Information System Software (GIS), has submitted their quote for the annual maintenance agreement.

(Please see back up pages 11 - 15)

RECOMMEND: Approval of the annual maintenance contract in the amount of \$4,550.⁰⁰ with ESRI for the District's Geographic Information System Software.

Item c. Committee Assignments.

Based upon the requests submitted by the commissioners, Chair Chappell has developed the attached committee assignments for the next year.

(Please see back up page 16)

RECOMMEND: Approval of the committee assignments.

Item d. Navigation District Office Alarm System Update.

The Navigation District's alarm system was installed in the late 1980's and has reached the end of its serviceability. Staff has obtained two quotes for an updated system. Staff is recommending the low quote to purchase a new alarm system from Protection 1 Security Solutions in the amount of \$3,700.00 and a \$70.00/month service fee. The other quote is from our current security system which charges \$120.00/month with a pending increase to \$208.00/month and \$4,863.95 for a new system installation.

(Please see back up page 17 - 28)

RECOMMEND: Approval to purchase a new alarm system from Protection 1 Security Solutions in the amount of \$3,700.00 and a \$70.00/month service fee.

Item e. 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 29 - 31)

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.

DATE: July 1, 2014				
Section 120.74(3) requires that the Board of Commissioners of the Florida Inland Navigation District publish a regulatory plan identifying and describing each rule the agency proposes to adopt for the 12-month period beginning on the July 1 reporting date and ending on the subsequent June 30, excluding emergency rules.				
Following are the results of the Board of Commissioner's review, effective July 1, 2014.				
Column 1	Column 2			
1: Agency name	2: Rule Number	2a: Rule Title	2b: FAC Number	Regulatory Action Anticipated
FIND	66B-2	Waterways Assistance Program-Purpose	66B-2.001	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Forms	66B-2.002	Change forms because of additional information requirements
FIND	66B-2	Waterways Assistance Program-Definitions	66B-2.003	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Policy	66B-2.004	Change policy to improve program
FIND	66B-2	Waterways Assistance Program-Funds Allocation	66B-2.005	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Application Process	66B-2.006	Change policy to improve program
FIND	66B-2	Waterways Assistance Program-Disaster Relief Applications	66B-2.0061	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Project Eligibility	66B-2.008	Change eligibility rules to reflect current District priorities
FIND	66B-2	Waterways Assistance Program-Project Administration	66B-2.009	Reviewed and no change is recommended

Column 1		Column 2		
1: Agency name	2: Rule Number	2a: Rule Title	2b: FAC Number	Regulatory Action Anticipated
FIND	66B-2	Waterways Assistance Program-Reimbursement	66B-2.011	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Accountability	66B-2.012	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Acknowledgement	66B-2.013	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Small Scale Spoil Island Restoration and Enhancement Projects	66B-2.014	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Small Scale Derelict Vessel Removal Projects	66B-2.015	Reviewed and no change is recommended
FIND	66B-2	Waterways Assistance Program-Waterways Cleanup Events	66B-2.016	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Purpose	66B-1.001	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Forms	66B-1.002	Change forms because of additional information requirements
FIND	66B-1	Cooperative Assistance Program-Definitions	66B-1.003	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Policy	66B-1.004	Change policy to improve program
FIND	66B-1	Cooperative Assistance Program-Funds Allocation	66B-1.005	Reviewed and no change is recommended

Column 1		Column 2		
1: Agency name	2: Rule Number	2a: Rule Title	2b: FAC Number	Regulatory Action Anticipated
FIND	66B-1	Cooperative Assistance Program-Application Process	66B-1.006	Change policy to improve program
FIND	66B-1	Cooperative Assistance Program-Project Eligibility	66B-1.008	Change eligibility rules to reflect current District priorities
FIND	66B-1	Cooperative Assistance Program-Project Administration	66B-1.009	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Reimbursement	66B-1.011	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Accountability	66B-1.012	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Acknowledgement	66B-1.013	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Small Scale Spoil Island Restoration and Enhancement Projects	66B-1.014	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Small Scale Derelict Vessel Removal Projects	66B-1.015	Reviewed and no change is recommended
FIND	66B-1	Cooperative Assistance Program-Waterways Cleanup Events	66B-1.016	Reviewed and no change is recommended

Column 1		Column 2		
1: Agency name	2: Rule Number	2a: Rule Title	2b: FAC Number	Regulatory Action Anticipated
FIND	66B-3	Land Acquisition Procedures-Purpose	66B-3.001	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Definitions	66B-3.002	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Noticing Requirements	66B-3.003	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-General Requirements	66B-3.004	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Title reports	66B-3.005	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Appraisal Map or Survey	66B-3.006	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Appraisal Procedures	66B-3.007	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Determining the Maximum Amount	66B-3.008	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Appraiser Selection	66B-3.009	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Negotiations	66B-3.010	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Purchase Instruments	66B-3.011	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Closing	66B-3.012	Reviewed and no change is recommended

Column 1		Column 2		
1: Agency name	2: Rule Number	2a: Rule Title	2b: FAC Number	Regulatory Action Anticipated
FIND	66B-3	Land Acquisition Procedures-Multi-Party Acquisitions	66B-3.013	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Property Exchanges	66B-3.014	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Property Donations	66B-3.015	Reviewed and no change is recommended
FIND	66B-3	Land Acquisition Procedures-Acquisition through Condemnation	66B-3.016	Reviewed and no change is recommended

FLORIDA INLAND NAVIGATION DISTRICT



June 21, 2014

The Honorable Will Weatherford, Speaker
Florida House of Representatives
420 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300

COMMISSIONERS

E. TYLER CHAPPELL

CHAIR

BROWARD COUNTY

J. CARL BLOW

VICE-CHAIR

ST. JOHNS COUNTY

DONALD J. CUOZZO

TREASURER

MARTIN COUNTY

JONATHAN S. NETTS

SECRETARY

FLAGLER COUNTY

AARON L. BOWMAN

DUVAL COUNTY

T. SPENCER CROWLEY, III

MIAMI-DADE COUNTY

PAUL U. DRITENBAS

INDIAN RIVER COUNTY

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PALM BEACH COUNTY

GAIL KAVANAGH

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SUSANNE McCABE

VOLUSIA COUNTY

JERRY H. SANSOM

BREVARD COUNTY

LYNN A. WILLIAMS

NASSAU COUNTY

MARK T. CROSLEY

EXECUTIVE DIRECTOR

JANET ZIMMERMAN

ASSISTANT EXECUTIVE
DIRECTOR

RE: Regulatory Plan for Rule Adoption for the Period of July 1, 2014
through June 30, 2015

Dear House Speaker Weatherford:

In accordance with Section 120.74(3), F.S., the District submits the referenced regulatory plan which is attached. The District's staff and legal counsel drafted the plan and then reviewed and approved by the District's Board of Commissioners.

Please feel free to contact District staff should you have any questions concerning this report and its findings.

Sincerely,

E. Tyler Chappell,
Chairman

FLORIDA INLAND NAVIGATION DISTRICT



June 21, 2014

Mr. Ken Plante, Coordinator
Joint Administrative Procedures Committee
111 W. Madison Street
Tallahassee, FL 32399-1400

COMMISSIONERS

E. TYLER CHAPPELL
CHAIR
BROWARD COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

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TREASURER
MARTIN COUNTY

JONATHAN S. NETTS
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LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

RE: Regulatory Plan for Rule Adoption for the Period of July 1, 2014
through June 30, 2015

Dear Mr. Plante:

In accordance with Section 120.74(3), F.S., the District submits the referenced regulatory plan which is attached. The District's staff and legal counsel drafted the plan and then reviewed and approved by the District's Board of Commissioners.

Please feel free to contact District staff should you have any questions concerning this report and its findings.

Sincerely,

E. Tyler Chappell,
Chairman

FLORIDA INLAND NAVIGATION DISTRICT



June 21, 2014

The Honorable Senator Don Gaetz
President of the Senate
409, The Capital
404 South Monroe Street
Tallahassee, FL 32399-1100

COMMISSIONERS

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CHAIR
BROWARD COUNTY

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NASSAU COUNTY

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

RE: Regulatory Plan for Rule Adoption for the Period of July 1, 2014
through June 30, 2015

Dear Senate President Gaetz:

In accordance with Section 120.74(3), F.S., the District submits the referenced regulatory plan which is attached. The District's staff and legal counsel drafted the plan and then reviewed and approved by the District's Board of Commissioners.

Please feel free to contact District staff should you have any questions concerning this report and its findings.

Sincerely,

E. Tyler Chappell,
Chairman



FLORIDA INLAND NAVIGATION DISTRICT

June 5, 2014

COMMISSIONERS

E. TYLER CHAPPELL
CHAIR
BROWARD COUNTY

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VICE-CHAIR
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TREASURER
MARTIN COUNTY

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JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

MEMO

To: Mark Crosley, Executive Director

From: Brenda Sullivan, Information Manager *BS*

Subject: ESRI Annual Maintenance Agreement

The District's current maintenance agreement with ESRI for our GIS software expires in August. I've attached the quote from ESRI in the amount of \$4,550.00 for the renewal of the agreement. Could you please add this item to the next Board Meeting?

Thank you.



Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 06/04/2014
TO: Brenda Sullivan
ORGANIZATION: Florida Inland Navigation District
FAX #: 561-624-6480 **PHONE #:** 561-627-3386

FROM: Trina Isaacs
FAX #: 909-307-3083 **PHONE #:** 888-377-4575 Ext. 2258
EMAIL: tisaacs@esri.com

Number of pages transmitted
(including this cover sheet): 4

QUOTATION #25632628
DOCUMENT DATE: 05/13/2014

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: <http://training.esri.com/gateway/index.cfm>

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.


esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2258
Fax #: 909-307-3083

Quotation

Date: 05/13/2014

Quotation Number: 25632628

Florida Inland Navigation District
1314 Marcinski Rd
Jupiter FL 33477
Attn: Brenda Sullivan

Phone: 561-627-3386

Customer Number: 3461

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 08/17/2014 End Date: 08/16/2015	3,000.00	3,000.00
1010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 08/17/2014 End Date: 08/16/2015	400.00	400.00
2010	3	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 08/17/2014 End Date: 08/16/2015	300.00	900.00
3010	1	114511 ArcPad Maintenance Start Date: 08/17/2014 End Date: 08/16/2015	250.00	250.00

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs

Ext: 2258

[ISAACST]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2258
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/13/2014**Quotation Number:** 25632628

Item Qty Material#

Unit Price

Extended Price

Subtotal	4,550.00
Estimated Tax	0.00
Total	\$ 4,550.00

DUNS/CEC: 06-313-4175 CAGE: OAMS3


esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2258
Fax #: 909-307-3083

Quotation

Page 3

Date: 05/13/2014 **Quotation No:** 25632628 **Customer No:** 3461

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

FIND - COMMITTEE ASSIGNMENTS 06-2014

PROPERTY ACQUISITION AND MANAGEMENT COMMITTEE (Note: Need a Chair)

Vice-Chair Blow
 Commissioner Kavanagh
 Commissioner Bowman
 Commissioner Isiminger
 Commissioner Crowley

LEGISLATIVE COMMITTEE (Note: Need a Chair)

Vice-Chair Blow
 Commissioner Williams
 Commissioner Crowley
 Commissioner Sansom
 Commissioner Isiminger

PERSONNEL COMMITTEE

Secretary Netts, (Chair)
 Treasurer Cuzzo
 Commissioner Williams
 Commissioner Dritenbas
 Commissioner McCabe

FINANCE AND BUDGET COMMITTEE (Note: Need a Chair)

Treasurer Cuzzo
 Vice-Chair Blow
 Commissioner Bowman
 Commissioner Sansom
 Commissioner McCabe

NOMINATION OF OFFICERS COMMITTEE

Commissioner Bowman (Chair)
 Commissioner Sansom
 Commissioner Isiminger
 Commissioner Dritenbas

AUDITOR SELECTION COMMITTEE

Secretary Cuzzo, (Chair)
 Treasurer Netts
 Commissioner Bowman
 Commissioner Kavanagh

TEMPORARY WATERWAY ENCROACHMENT COMMITTEE (Note: Need a Chair)

Vice-Chair Blow
 Treasurer Cuzzo
 Secretary Netts
 Commissioner Isiminger
 Commissioner Dritenbas

PUBLIC RELATIONS COMMITTEE (Note: Need a Chair)

Commissioner Crowley
 Commissioner Sansom
 Commissioner McCabe
 Commissioner Williams

NOTE: The Commission Chair is an ex-officio member of all committees. No fewer than 3 or more than 5 members can serve on a committee.

Revised 6/10/14

Glenn Scambler

From: Scott Harrison <ScottHarrison@protection1.com>
Sent: Thursday, May 15, 2014 3:33 PM
To: Glenn Scambler
Subject: RE: Combination system quotation

Hi Glenn,

Thanks for contacting me back. I am revisiting it now.

If I remove the cellular transmitter (which is no longer necessary) I can get back to the original price quoted. Leased system \$1249/110, outright sale price has **improved** to \$3400/70. Comcast cable phone lines have been approved by PBC in the interim, so that is an acceptable approach that was not available to us before.

You'd have to have two separate lines coming from your cable modem to connect to the panel, but I think you already have that. Those lines do not need to be dedicated to the fire alarm, they would just connect to the panel first and then go to your phones or fax. We just finished up one like this in West Palm, and it works fine.

If I take the cellular off, there is a small downside which is I cannot provide the E-Secure services (remote arm and disarm of the security system from your smartphone). I am not sure whether this was important or not.

Let me know if you wish to proceed with outright or leased, I can send over an updated agreement.

Do feel free to call if you have questions!

Best regards,

Scott Harrison

Scott Harrison

Commercial Security Consultant

Mobile: 561.436.2305

Fax: 561.732.0443

4875 Park Ridge Blvd, Ste 103

Boynton Beach, FL 33426

www.Protection1.com



License: FL EF20000524

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From: Glenn Scambler [mailto:gscambler@aicw.org]
Sent: Thursday, May 15, 2014 2:19 PM
To: Scott Harrison
Subject: RE: Combination system quotation

Hi Scott,

Is your quote price still valid. We are having trouble with ADT.

Thanks.

Glenn

Glenn Scambler, CPA

Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, FL 33477-9498

561-627-3386
 561-624-6480 FAX

From: Scott Harrison [mailto:ScottHarrison@protection1.com]
Sent: Monday, November 25, 2013 3:20 PM
To: Glenn Scambler
Subject: Combination system quotation

Dear Glenn,

It was a pleasure meeting with you last week. I've been researching options for your systems and services and have come up with the most cost-effective path I can find. As I mentioned, a combination system can perform the functions of both systems while having the cost advantage of using a single monitoring account and a single transmitter.

There are some challenges present which I will detail and address.

1. I cannot do much with the existing fire alarm panel due to its obsolete programming technology. (It uses a PROM chip) so I must eliminate it. A new combination panel is in the quote.
2. Town of Jupiter is Palm Beach County fire department. The county has not approved Comcast cable for fire alarm signal transmission based on their assessment of the integrity of Comcast's system during power interruption. That effectively eliminates the possibility of using the cable VOIP lines and/or IP direct communication through your Comcast modem.
 Your options are to reinstall telephone lines (expensive) or to go with a cellular communicator for alarm transmission. The cellular transmitter has a service fee associated with it, but it is much less costly than maintaining two traditional phone lines. I have included a dedicated cellular transmitter in the quotation.
3. In order to comply with current fire alarm code, I must locate the fire alarm panel in the hallway where the burglar alarm panel is now. I think we can put it up a little higher on the wall unless there is a huge hole already in the wall there. Either way, the panel needs two separate keypads, one is for fire and one is for the burglar alarm. The existing horn would be replaced with a 12-volt horn-strobe.
4. The system will need a dedicated (one duplex outlet on one circuit breaker) outlet that we can plug the system transformer into; we must wire that transformer to the panel in conduit. You may need an electrician to install

this if such a circuit doesn't exist, and if so, a permit must be pulled for the work or Palm Beach County may not approve our permit.

5. Since all of the smoke detectors are older, I am including their replacement to ensure compatibility and performance.
6. The plan is to connect to all of the existing burglar alarm devices; the presumption is that they are all functional. If not, we will replace them after we get a signed change order covering the additional cost. We'll test everything first to make sure, and let you know if there is anything that needs attention.

The attached quote is for a complete installation with the exception of the electrician's role if needed. I can also supply an outright sale system for the purchase price of \$3650. The monthly fee is lower of course, as there is no lease charge, \$70 per month.

Recurring services on both:

Monitoring account

Extended service protection (full parts and labor warranty)

Quarterly fire alarm inspections per code

Dedicated cellular fire & burglary transmitter service

E-Secure (remote system management via smartphone is included)

E-Suite system management via website included

Please review and call me any time at your convenience to discuss. I'll be happy to answer any questions.

Sincerely,

Scott Harrison

Scott Harrison

Commercial Security Consultant

Mobile: 561.436.2305

Fax: 561.732.0443

4875 Park Ridge Blvd, Ste 103

Boynton Beach, FL 33426

www.Protection1.com



A BETTER CHOICE FOR YOU



License: FL EF20000524

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Version: 2013.0.3426 / Virus Database: 3629/6857 - Release Date: 11/22/13



COMMERCIAL SALES AGREEMENT

TOWN NO.
0121-W PALM BEACH,
FL

CUSTOMER NO.
112104409

JOB NO.

PO NO.

ESTIMATE NO.
1-WLQYTT

DATE: 5/14/2014

Tyco Integrated Security LLC ("Tyco")

Michael Wilson
6931 Vista Pkwy N,
West Palm Beach, FL 33411-2720
Tele. No.

Florida Department of Environmental Protection
d/b/a: Florida Inland Navigation
("Customer")
Customer Billing Information
1314 Marcinski Rd,
Jupiter, FL 33477
Attn:
Tele. No.

Customer Premises Served

1314 Marcinski Rd,
Jupiter, FL 33477
Attn: Glenn Scambler
Tele. No. (561) 627-3386

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. CHARGES AND FEES: Customer agrees to pay the Sum of **\$4,863.95** (Installation Charge) with **\$0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$2,506.67** per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: FL. Dept of Environmental

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Michael Wilson
Sales Representative Registration Number (if applicable): 282

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0121-W PALM
BEACH, FL

CUSTOMER NO.
112104409

JOB NO.

PO NO.

ESTIMATE NO.
1-WLQYTT

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Tyco Owned - Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:

Additional Services:

Fire Alarm (Other) Monitoring PROVIDED

No Service Selected

No Service Selected

No Service Selected

Maintenance Quality Service Plan and 2 Fire Alarm Inspections PROVIDED

Transmission - Digital Two Line, External Guard Response PROVIDED

C. Equipment to be Installed ("Equipment"): Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Use the template to select options for UNIMODE950UD. Click on CUSTOMIZE button.	
1	50 Point Addressable 2 NAC's 24volt FACP w/Built-in Communicator	
10	Addressable low-profile photoelectric smoke detector	
2	Addressable Dual Action Manual Fire Alarm Pull Station w/Key Reset	
2	Red, two-wire horn strobe with settings of 15, 15/75, 30, 75, 95, 110 and 115 cd	
2	Red strobe with settings of 15, 15/75, 30, 75, 95, 110 and 115 cd	
1	LCD Annunciator, 80 Character w/ACK,SIL,RES,DRIL Buttons	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1	Surge protection for 110v power	
2	Surge protection for phone lines	
500	18/2c, SOL, Shielded, Midcap, CMP/FPLP, Plenum, Red, 500' Box	
400	16/2c, SOL, Unshielded, FPLP, Plenum, Red, 500' Reel	
1	Remove Napco Panel and existing devices	
1	Test and inspect all devices	
1	CAD Submittals & Drawings	

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Glenn Scambler 561-627-3386 Mike Wilson (Tyco Rep) 561-379-5799

System Operation: Removing old Napco panel and smoke detectors and upgrading fire alarm system to meet current codes.

Tyco to install a Unimode 9050 fire alarm panel, 10 smoke detectors, 2 pull stations, 2 horn/strobes and 2 strobes.

Programming Info: Tyco to program all devices to fire alarm panel and program fire alarm panel to communicate with central station.

Site Conditions: Existing building with 10' drop tile ceilings

Existing Equipment: All existing equipment to be removed.

Customer Expectations: Install to take place Monday to Friday 9am to 5pm

Training Expectations: N/A

General Comments: Permit required and will be done on separate agreement.

Customer Responsibilities / Tyco Exclusions: Customer to provide 110v power and 2 phone lines to fire alarm panel locations.

Customer understands that the Local Authority Holding Jurisdiction, AHJ, may require additional work, labor, materials or devices to meet NFPA 72 Standards, of which said requirements shall be the Customer's financial responsibility. TYCO IS shall provide the Customer, in writing, a Change Order reflecting said changes, as required by the local AHJ to meet NFPA 72 Standards, prior to commencing any additional work
Documentation Needs: N/A

Contract Notes -

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1. Quality Service Plan ("QSP")/Maintenance. (a) If QSP Service is purchased, Tyco will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to a Covered System made by Customer, or made necessary by damage to the premises or to a Covered System, or to any cause beyond the control of Tyco, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of an alarm control panel. (b) the following are not covered under QSP and any requested service will be provided on a time and materials basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) Programmable Read Only Memory "PROM", (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c) Tyco's obligation to perform QSP Service relates solely to the Covered System(s) and Tyco shall not be obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not covered under QSP. Tyco is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d) If Customer does not purchase QSP before the expiration of the System Warranty, Tyco will provide QSP Service only after inspecting the System to be covered and making any necessary repairs or replacements to bring the System in compliance with Tyco's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor

and/or materials for such work at Tyco's then applicable rates. (e) QSP Service will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Tyco's obligation to provide QSP Service is conditioned upon the continued availability of system component(s) and parts from the original equipment manufacturer ("OEM"). 2. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Tyco will provide the number of inspections/tests on the Covered System(s) as specified in this Agreement. Such T/I Services will be furnished between 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service Interior/Exterior. Investigator Response Service shall be provided according to the level purchased by Customer as follows: Level I – Exterior Investigation: Upon receipt of a burglar alarm signal from the Customer's premises, Tyco, in addition to endeavoring to notify the Police Department as described in Section A, Tyco will endeavor to (a) notify the Customer's designated representative, and (b) dispatch a representative to the Customer's premises. Upon arrival at Customer's premises, the representative will make an investigation of the exterior of the premises from his/her vehicle. At the conclusion of such investigation, Tyco will endeavor to notify the Customer's designated representative of the results of the investigation. Level II – Interior Investigation: Upon receipt of a burglar alarm signal from the Customer's premises, Tyco, in addition to endeavoring to notify the police department as indicated above, will dispatch a representative to the premises. The representative will conduct an exterior investigation and if Customer has provided keys in advance of the visit, enter the Customer's premises and make an interior investigation. If there is evidence of an attack, the Tyco representative will (c) terminate the investigation until the police arrive, and (d) attempt to notify the Customer's designated representative. If Tyco is unable to make contact with Customer's representative, Tyco will leave a notice of the alarm event at the control unit. Regardless of the service level purchased, in no event shall Tyco be required to detain, apprehend, or cause the arrest of any person(s) found on the Customer's premises; however, Customer agrees to indemnify Tyco against any liability, cost or expense arising from any detention, apprehension, or arrest. If Customer requests that the Tyco representative remain at the Customer's premises pending the arrival of the Customer and/or law enforcement, and Tyco agrees to comply, the Customer agrees to pay an additional service charge based on Tyco's then prevailing rate for such service.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.5.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.9. Hosted Access. Intentionally left blank - Services have not been purchased.

A.10. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.11. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.12. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.13. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. For a "Direct Sale," any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of Telecom Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

3.THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C.System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1.Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2.System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3.Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4.Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5.Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6.Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless

otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Tyco to collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) expressly authorizes Tyco to use such personal information to administer the relationship and the agreement between Customer and Tyco, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. TYCO MAKES NO WARRANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences thereof, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, Telecom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontractors pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco

as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes.

6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.

7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0001121, -0950, -1123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609 (919) 875-3611; NM 056126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State; OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; OK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10083; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSES103205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. MS 15005633

Additional information is available at www.tycois.com or by calling 1-800-2TYCOIS. FL: EF0001121.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0121-W PALM
BEACH, FL

CUSTOMER NO.
112104409

JOB NO.

PO NO.

ESTIMATE NO.
1-WLQYTT

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/14/2014

Tyco Integrated Security LLC ("Tyco")

Michael Wilson
6931 Vista Pkwy N,
West Palm Beach, FL 33411-2720
Tele. No.

Florida Department of Environmental Protection
d/b/a: Florida Inland Navigation
("Customer")
Customer Billing Information
1314 Marcinski Rd,
Jupiter, FL 33477
Attn:
Tele. No.

Customer Premises Served
1314 Marcinski Rd,
Jupiter, FL 33477
Attn: Glenn Scambler
Tele. No. (561) 627-3386

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

Terms and Conditions
AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.
A/C Power. Customer will supply the necessary 110VAC power as required by Tyco.
Telephony. Customer is responsible for providing telephone company connectivity at control panel location.
Annual Service Charge – Initial Term. Tyco agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

Presented by:

(Signature of Tyco Sales Representative)

Sales Agent: **Michael Wilson**

Sales Representative Registration Number (if applicable): **231**

CUSTOMER:

Accepted By:

(Signature of Customer's Authorized Representative)

(Name Printed)

Title:

Date Signed:



RETURN THIS FORM TO ASSIGNED STORAGE LOCATION

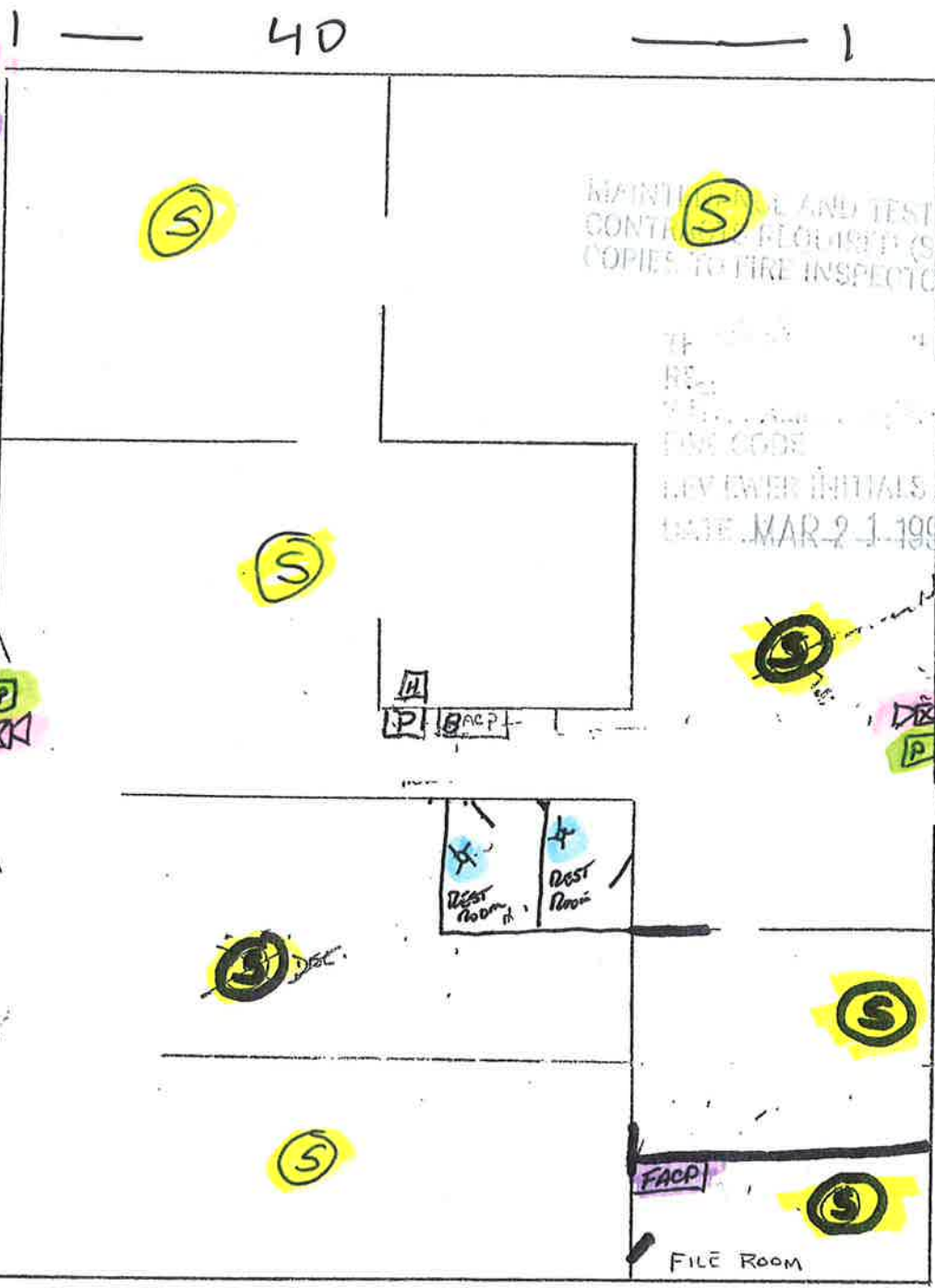
THIS FORM IS FOR USE OF ADT EMPLOYEES ONLY AND IS TO BE PROTECTED.
IT IS TO BE RETURNED TO ITS ASSIGNED STORAGE LOCATION IMMEDIATELY AFTER USE.
LOSS OF THIS FORM SHALL IMMEDIATELY BE REPORTED TO THE C.S. SUPERVISOR.

IDENTIFICATION NO.

121-4409

JOB NO.

- 10 - SMOKE
- 2 - Pull
- 2 - Horn/Strobe
- 1 - FACP
- 40 - 9050
- 2 - STROBE



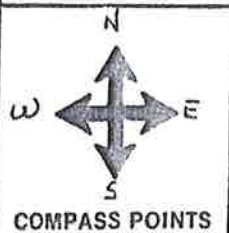
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DATE 1-5-93
PREPARED BY R.G. Carlson

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

May 28, 2014

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

The Water Resources Development Act (WRDA) conference report passed Congress the week of May 19th and is expected to be signed by the President. The bill includes a section (Sec. 2008) titled "Assessment of Operation and Maintenance Needs of the Atlantic Intracoastal Waterway and the Gulf Intracoastal Waterway." The legislation is a positive step toward obtaining additional attention to and funding for the Intracoastal Waterway, because the Corps is required to examine the entire AIWW system from Virginia to Florida, determine the funding needs, and then report those needs to Congress. Likewise, "recreation purposes" will be assessed, which will certainly highlight the unique marine economy in Florida.

A copy of Sec. 2008 is included.

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(c) **GOVERNMENT ACCOUNTABILITY OFFICE REPORT.**—As soon as practicable after the date of enactment of this Act, the Comptroller General of the United States shall conduct, and submit to Congress a report describing the results of, a study to determine why, and to what extent, the project for navigation, Lower Ohio River, Locks and Dams 52 and 53, Illinois and Kentucky (commonly known as the “Olmsted Locks and Dam project”), authorized by section 3(a)(6) of the Water Resources Development Act of 1988 (102 Stat. 4013), has exceeded the budget for the project and the reasons why the project failed to be completed as scheduled, including an assessment of—

- (1) engineering methods used for the project;
- (2) the management of the project;
- (3) contracting for the project;
- (4) the cost to the United States of benefits foregone due to project delays; and
- (5) such other contributory factors as the Comptroller General determines to be appropriate.

SEC. 2008. ASSESSMENT OF OPERATION AND MAINTENANCE NEEDS OF THE ATLANTIC INTRACOASTAL WATERWAY AND THE GULF INTRACOASTAL WATERWAY.

(a) **IN GENERAL.**—Not later than 90 days after the date of enactment of this Act, the Secretary shall assess the operation and maintenance needs of the Atlantic Intracoastal Waterway and the Gulf Intracoastal Waterway.

(b) **TYPES OF ACTIVITIES.**—In carrying out subsection (a), the Secretary shall assess the operation and maintenance needs of the Atlantic Intracoastal Waterway and the Gulf Intracoastal Waterway as used for the following purposes:

- (1) Commercial navigation.
- (2) Commercial fishing.
- (3) Subsistence, including utilization by Indian tribes (as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b)) for subsistence and ceremonial purposes.
- (4) Use as ingress and egress to harbors of refuge.
- (5) Transportation of persons.
- (6) Purposes relating to domestic energy production, including fabrication, servicing, and supply of domestic offshore energy production facilities.
- (7) Activities of the Secretary of the department in which the Coast Guard is operating.
- (8) Public health and safety related equipment for responding to coastal and inland emergencies.
- (9) Recreation purposes.
- (10) Any other authorized purpose.

(c) **REPORT TO CONGRESS.**—For fiscal year 2015, and biennially thereafter, in conjunction with the annual budget submission by the President to Congress under section 1105(a) of title 31, United States Code, the Secretary shall submit to the Committee on Environment and Public Works of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives and make publicly available a report that, with respect to the Atlantic Intracoastal Waterway and the Gulf Intracoastal Waterway—

- (1) identifies the operation and maintenance costs required to achieve the authorized length, width, and depth;

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(2) identifies the amount of funding requested in the President's budget for operation and maintenance costs; and

(3) identifies the unmet operation and maintenance needs of the Atlantic Intracoastal Waterway and the Gulf Intracoastal Waterway.

SEC. 2009. INLAND WATERWAYS RIVERBANK STABILIZATION.

(a) *IN GENERAL.*—Not later than 1 year after the date of enactment of this Act, and biennially thereafter, the Secretary shall conduct a study to determine the feasibility of—

(1) carrying out projects for the inland and intracoastal waterways for purposes of—

(A) flood damage reduction;

(B) emergency streambank and shoreline protection; and

(C) prevention and mitigation of shore damages attributable to navigation improvements; and

(2) modifying projects for the inland and intracoastal waterways for the purpose of improving the quality of the environment.

(b) *RECOMMENDATIONS.*—In conducting the study, the Secretary shall develop specific project recommendations and prioritize those recommendations based on—

(1) the extent of damage and land loss resulting from riverbank erosion;

(2) the rate of erosion;

(3) the significant threat of future flood risk to public property, public infrastructure, or public safety;

(4) the destruction of natural resources or habitats; and

(5) the potential cost savings for maintenance of the channel.

(c) *DISPOSITION.*—The Secretary may carry out any project identified in the study conducted pursuant to subsection (a) in accordance with the criteria for projects carried out under one of the following authorities:

(1) Section 14 of the Flood Control Act of 1946 (33 U.S.C. 701r).

(2) Section 205 of the Flood Control Act of 1948 (33 U.S.C. 701s).

(3) Section 111 of the River and Harbor Act of 1968 (33 U.S.C. 426i).

(4) Section 1135 of the Water Resources Development Act of 1986 (33 U.S.C. 2309a).

(d) *ANNUAL REPORT.*—For a project recommended pursuant to the study that cannot be carried out under any of the authorities specified in subsection (c), upon a determination by the Secretary of the feasibility of the project, the Secretary may include a recommendation concerning the project in the annual report submitted to Congress under section 7001.

SEC. 2010. UPPER MISSISSIPPI RIVER PROTECTION.

(a) *DEFINITION OF UPPER ST. ANTHONY FALLS LOCK AND DAM.*—In this section, the term “Upper St. Anthony Falls Lock and Dam” means the lock and dam located on Mississippi River Mile 853.9 in Minneapolis, Minnesota.