

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING AND PUBLIC HEARING

OPEN TO THE PUBLIC

October 9, 2012
9:00 a.m.

District Headquarters
9225 CR 49
Live Oak, Florida

1. Call to Order
2. Chairman Introductions
3. Roll Call
4. Additions, Deletions, or Changes to the Agenda
5. Action Items
Approval of Agenda
6. Items Recommended on Consent
 - Agenda Item 8 – Approval of Minutes
 - Agenda Item 10 - Approval of August Financial Report
 - Agenda Item 16 - Approved Appraiser List and Review Appraiser List for Fiscal Year 2013
 - Agenda Item 17 - Approved Surveyor List for Fiscal Year 2013
 - Agenda Item 36 - Authorization for Staff Legal Service Contracts for Fiscal Year 2012/2013
7. Approval of Recommended Consent Items
8. Approval of Minutes – September 11, 2012 Governing Board Meeting, Workshop and 1st Public Hearing Minutes and September 25, 2012 Governing Board Meeting and Final Public Hearing Minutes – **Recommended Consent**
9. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
 - B. Cooperating Agencies and Organizations
 - C. Public Comment

DIVISION OF ADMINISTRATIVE SERVICES
Joe Flanagan, Director

Action Item

AS Page 1 10. Approval of August Financial Report – **Recommended Consent**

Informational Item

AS Page 5 11. Activity Report, Administrative Services

DIVISION OF LAND RESOURCES
Charles H. Houder, III, Director

Action Items

LR Page 1 12. Resolution 2012-26 Authorizing Sale of the 29-acre ± Woods Ferry Surplus Parcel in Suwannee County to Anthony Boggess

LR Page 20 13. Approval of Resolution 2012-69 Declaring the Ellaville Parcel as No Longer Needed for Conservation Purposes and Authorizing its Surplus

LR Page 31 14. Approval of Resolution 2012-70 Authorizing the Exchange of District Property for the Damascus Peanut Company Property (Updated)

LR Page 63 15. Conveyance of the Buck Bay Tract, 60 acres ± in Alachua County

LR Page 77 16. Approved Appraiser List and Review Appraiser List for Fiscal Year 2013 – **Recommended Consent**

LR Page 79 17. Approved Surveyor List for Fiscal Year 2013 – **Recommended Consent**

LR Page 81 18. Purchase of Rock Aggregate

LR Page 82 19. Contract with Perpetual Contracting, Inc. for Equipment and Operators to Construct and Maintain Hydrologic Improvements and Roads for Fiscal Year 2013

LR Page 84 20. Contract with Florida Fish and Wildlife Conservation Commission for Cooperative Management of District Lands

LR Page 94 21. Amendment of Agreement for the Management and Operations of R. O. Ranch

Informational Items

LR Page 97 22. Activity Report, Real Estate

LR Page 107 23. Activity Report, Land Management

DIVISION OF WATER SUPPLY
Carlos Herd, P.G., Director

Action Item

WS Page 1 24. Approval of 2013 Priority List for Establishment of Minimum Flows and Levels

Informational Items

WS Page 5 25. Water Supply Activity Report

WS Page 7 26. Minimum Flows and Levels Activity Report

DIVISION OF WATER RESOURCES
Erich Marzolf Ph.D., Director

Informational Item

WR Page 1 27. Water Resources Activity Report

DIVISION OF RESOURCE MANAGEMENT
Tim Sagul, P.E., Director

Action Items

RM Page 1 28. Authorization to Seek Enforcement of Administrative Complaint and Order Regarding Richard Oldham and Diana Nicklas, CE10-0024, Bradford County

RM Page 3 29. Adoption of Governing Board Directive GBD12-0004 Regarding Water Management Local Government Cooperative Funding Initiative

RM Page 7 30. Adoption of Governing Board Directive GBD12-0005 Regarding Water Management Agricultural Cooperative Funding Initiative

RM Page 10 31. Authorization for the Executive Director to Execute the Grant Contract for Santa Fe River Basin Management Action Plan Grant from Florida Department of Environmental Protection (FDEP)

Informational Items

RM Page 50 32. Resource Management Activity Report

RM Page 55 33. Ag Team/Suwannee River Partnership Activity Report

RM Page 57 34. Resource Management Compliance Report

**GOVERNING BOARD LEGAL COUNSEL
Tom Reeves**

- LC Page 1 Informational Item
35. Governing Board Counsel Monthly Report (to be provided prior to
 Governing Board meeting)

**EXECUTIVE OFFICE
Ann B. Shortelle, Ph.D., Executive Director**

- EO Page 1 Action Item
36. Authorization for Staff Legal Service Contracts for Fiscal Year
 2012/2013 – **Recommended Consent**

- EO Page 2 Informational Items
37. Executive Director's Activity Report

 40th Anniversary of Water Management District Presentation
38. Announcements
- Unless otherwise noted, all meetings are at District Headquarters in
 Live Oak, Florida
- | | | |
|-------------------|-----------|--|
| October 9, 2012 | 9:00 a.m. | Board Meeting
Workshop |
| November 15, 2012 | 9:00 a.m. | Board Meeting
Holiday Inn – Perry, FL |
| | 1:30 p.m. | Tour of Buckeye
Perry, FL |
| November 16, 2012 | 8:00 a.m. | Workshop
Fiddlers – Steinhatchee, FL |

****Board Workshops immediately follow Board Meetings unless
otherwise noted.**

39. Adjournment

The entire meeting of the Governing Board is a public hearing and will be governed accordingly. The Governing Board may take action on any item listed on the agenda. The Governing Board may make changes to the printed agenda only for good cause shown as determined by the Chairman and stated for the record. If any person decides to appeal any decision with respect to any action considered at the above referenced meeting and hearing, such person may need to ensure a verbatim record of the proceeding is made to include testimony and evidence upon which the appeal is made. Public attendance and participation at the District Governing Board Meetings are encouraged.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF MINIMUM FLOWS AND LEVELS WORKSHOP

2:00 p.m., Tuesday
September 11, 2012

District Headquarters
Live Oak, Florida

Governing Board in attendance:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams		X	
At Large	Vacant			

John Good, Chief Professional Engineer, gave a presentation on historical flows and the use of historical flows by the Suwannee River Water Management District in establishing Minimum Flows and levels is consistent with the Legislature's intent in Florida Statutes 373.042 and 373.0421. Also discussed was the 2012 MFL priority listing and draft 2013 schedule.

Discussion occurred.

Workshop ended at 2:41 p.m.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD MEETING AND PUBLIC HEARING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

3:00 p.m., Tuesday
September 11, 2012

District Headquarters
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams		X	
At Large	Vacant			

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
Senior Professional Engineer	Megan Wetherington		X
HR & GB Coordinator	Lisa Cheshire	X	

Guests:

Tim Sagul, SRWMD
Vanessa Fultz, SRWMD
Terry Demott, SRWMD
Carlos Herd, SRWMD

Kevin Wright, SRWMD
Brian Kauffman, SRWMD
Bob Heeke, SRWMD
David Cassidy, Dixie County, Cross City
Earl Byrd, Byrd Logging, Branford
John Jenkins, Dixie County, Cross City
J.W. Byrd, Byrd Logging, Mayo
Steve Carpenter, Florida Forest Service, Live Oak
Matthew Bridges, Florida Forest Service, Live Oak
Erich Marzolf, Gainesville
Steve Bailey, Seldom Rest Inc., Donaldsonville, GA
Tony Cunningham, Gainesville Regional Utilities, Gainesville
David Richardson, Gainesville Regional Utilities, Gainesville
Brett Goodman, Jones Edmonds, Gainesville
Merrille Malwitz-Jipson, Our Sante Fe River
Rick Owen, Florida Park Service, Gainesville
Ginger Morgan, Florida Park Service, Ft. White
Dan Buchanan, Florida Farm Bureau, Pinetta
Annette Long, Save Our Suwannee, Inc., Chiefland
Donald Rich, Rich Property & Investment, Quitman, GA
Andrew Guide, US Fish & Wildlife Service, Chiefland
Paul Still, Bradford Soil & Water, Starke
Kathy Still, Starke
Sonny Nobles, Mayor of Live Oak
Bob Farley, City Manager, Live Oak

The meeting was called to order at 3:00 p.m.

Agenda Item No. 4 - Additions, Deletions, or Changes to the Agenda.

Agenda Item 41 was moved to the beginning of the Water Supply and Resource Management section of the agenda.

Agenda Item No. 5 – Approval of Agenda.

Agenda Item No. 6 – Consent Agenda.

- Agenda Item 10 -- Approval of July Financial Report
- Agenda Item 12 – Procurement of Office Supplies from State Approved Vendors
- Agenda Item 15 – Amendment to Lease with City of Lake City
- Agenda Item 18 – Authorization to Continue Master Contracts with Selected Minimum Flows and Levels Consultants
- Agenda Item 20 – Reauthorization to Amend Contract with Nestle Waters North America, Contract Number 05/06-102
- Agenda Item 21 – Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Georgia District, for Streamgaging Services

- Agenda Item 23 – Authorization to Enter into a Contract with Packaging Corporation of America
- Agenda Item 24 – Authorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Withlacoochee River near Pinetta Streamgaging Services
- Agenda Item 25 – Authorization to Enter into a Contract with Vieux & Associates, Inc., to Purchase Gage-Adjusted Radar-Rainfall Data
- Agenda Item 32 – Agreement with the U. S. Fish and Wildlife Service for Land Management Services
- Agenda Item 40 – Request for Authorization to Publish Notice of Rule Development to Amend 40B-1, 40B-4 and 40B-400, Florida Administrative Code (F.A.C.), and the Environmental Resource Permitting Applicant's Handbook

Agenda Item No. 7 – Approval of Recommended Consent Items.

DR. COLE MADE A MOTION TO ACCEPT THE AGENDA AND CONSENT AGENDA AS READ. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 8– Approval of August 14, 2012 Governing Board Meeting and Workshop Minutes, July 10, 2012 Governing Board Meeting and Workshop Minutes and July 30, 2012 Intermediate Governing Board Meeting Minutes

MS. JOHNS MADE A MOTION TO APPROVE THE AUGUST 14, 2012 GOVERNING BOARD MEETING AND WORKSHOP MINUTES, JULY 10, 2012 GOVERNING BOARD MEETING AND WORKSHOP MINUTES AND JULY 30, 2012 INTERMEDIATE GOVERNING BOARD MEETING MINUTES. MR. ALEXANDER SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 9 - Items of General Interest for Information/Cooperating Agencies and Organizations.

- City of Live Oak, Mayor Sonny Nobles, presented a plaque in appreciation and recognition of the District's assistance during Tropical Storm Debby.
- A presentation of the Hydrologic Conditions was given by Megan Wetherington, Senior Professional Engineer.

DEPARTMENT OF MISSION SUPPORT

Agenda Item No. 10 – Approval of July Financial Report. Approved on consent.

Agenda Item No. 11 – Approval of Declaration of Surplus Property and Disposition. Vern Roberts, Program Leader, presented the staff recommendation to declare the list of property items as surplus and requested authorization for staff to dispose of the property items in the most cost-

effective means as determined by the District and authorized by Chapter 274.05, Florida Statutes, as shown in the Board materials.

DR. COLE MADE A MOTION TO DECLARE THE PROVIDED LIST OF PROPERTY ITEMS AS SURPLUS AND AUTHORIZATION FOR STAFF TO DISPOSE OF THE PROPERTY ITEMS IN THE MOST COST-EFFECTIVE MEANS AS DETERMINED BY THE DISTRICT AND AUTHORIZED BY CHAPTER 274.05, FLORIDA STATUTES. MR. ALEXANDER SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, AND QUINCEY.)

Agenda Item No. 12 – Approval of Procurement of Office Supplies from State Approved Vendors – Approved on consent.

Agenda Item No. 13– Approval of Recommended Insurance Providers. Mr. Roberts presented the staff recommendation to authorize the Executive Director to procure insurance coverage from the most cost-effective providers at an aggregate premium cost of \$144,212 for Fiscal Year 2013, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO PROCURE INSURANCE COVERAGE FROM THE MOST COST-EFFECTIVE PROVIDERS AT AN AGGREGATE PREMIUM COST OF \$144,212 FOR FISCAL YEAR 2013. DR. COLE SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, AND QUINCEY.)

Agenda Item No. 14 – Approval of Renewal of Software License and Hardware Maintenance Contracts. Glenn Horvath, Program Leader, presented the staff recommendation to authorize the Executive Director to renew software licenses and hardware maintenance contracts during Fiscal Year 2013 for a total amount not-to-exceed \$71,000, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO RENEW SOFTWARE LICENSES AND HARDWARE MAINTENANCE CONTRACTS DURING FISCAL YEAR 2013 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$71,000. MR. ALEXANDER SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, AND QUINCEY.)

Agenda Item No. 15 – Approval of Amendment to Lease with City of Lake City – Approved on Consent

Agenda Item No. 16 – Activity Report, Mission Support.

The Activity Report for Mission Support was provided as an informational item in the Board materials.

Agenda Item No. 17 – Activity Report, Real Estate

The Activity Report for Mission Support was provided as an informational item in the Board materials.

DEPARTMENT OF WATER SUPPLY AND RESOURCE MANAGEMENT

Agenda Item No 41 -- Authorization to Accept a \$250,000 Grant for Alligator Creek Restoration. Brian Kauffman, Program Leader, presented the staff recommendation for authorization to enter into an agreement with the Florida Fish and Wildlife Conservation Commission to accept a \$250,000 grant for the restoration of a portion of Alligator Creek in Bradford County, as shown in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO ACCEPT A \$250,000 GRANT FOR THE RESTORATION OF A PORTION OF ALLIGATOR CREEK IN BRADFORD COUNTY. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 18 – Authorization to Continue Master Contracts with Selected Minimum Flows and Levels Consultants. Approved on Consent.

Agenda Item No. 19 – Reauthorization to Renew Contract with Water & Air Research, Inc., for Surfacewater Quality, Biological Sampling, and Laboratory Analysis, Contract Number 10/11-003. Megan Wetherington, Program Leader, presented the staff recommendation for authorization for the Executive Director to renew the contract with Water & Air Research, Inc., for an amount not to exceed \$275,000 for surfacewater quality and biological sampling and laboratory analysis, as shown in the Board materials.

MR.MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO RENEW THE CONTRACT WITH WATER & AIR RESEARCH, INC., FOR AN AMOUNT NOT TO EXCEED \$275,000 FOR SURFACEWATER QUALITY AND BIOLOGICAL SAMPLING AND LABORATORY ANALYSIS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 20 - Reauthorization to Amend Contract with Nestle Waters North America, Contract Number 05/06-102. Approved on Consent.

Agenda Item No. 21– Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Georgia District, for Streamgaging Services. Approved on Consent

Agenda Item No. 22 - Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Streamgaging Services. Mrs. Wetherington presented the staff recommendation for authorization to enter into a contract with the USGS in the amount of

\$543,700 for streamgaging services of which \$345,700 will be provided by or through the District, as shown in the Board materials.

DR. COLE MADE A MOTION TO ENTER INTO A CONTRACT WITH THE USGS IN THE AMOUNT OF \$543,700 FOR STREAMGAGING SERVICES OF WHICH \$345,700 WILL BE PROVIDED BY OR THROUGH THE DISTRICT. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 23 – Authorization to Enter into a Contract with Packaging Corporation of America. Approved on Consent.

Agenda Item No. 24 - Authorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Withlacoochee River near Pinetta Streamgaging Services. Approved on Consent

Agenda Item No 25 - -Authorization to Enter into a Contract with Vieux & Associates, Inc., to Purchase Gage-Adjusted Radar-Rainfall Data. Approved on Consent

Agenda Item No 26 -- Contract with Marvin Edmonds d/b/a M&L Contracting for Recreation Site Maintenance. Bob Heeke, Program Leader, presented the staff recommendation to authorize the Executive Director to execute a contract for recreation site maintenance services with Marvin Edmonds d/b/a M & L Contracting for work beginning October 1, 2012, for an amount not to exceed \$34,800, as shown in the Board materials.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT FOR RECREATION SITE MAINTENANCE SERVICES WITH MARVIN EDMONDS D/B/A M & L CONTRACTING FOR WORK BEGINNING OCTOBER 1, 2012. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 27 -- Contract with Live Oak Management Group for Recreation Site Maintenance. Mr. Heeke presented the staff recommendation to authorize the Executive Director to execute a contract for recreation site maintenance services with Live Oak Management Group, LLC, for work beginning October 1, 2012, for an amount not to exceed \$34,100, as shown in the Board materials.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT FOR RECREATION SITE MAINTENANCE SERVICES WITH LIVE OAK MANAGEMENT GROUP, LLC, FOR WORK BEGINNING OCTOBER 1, 2012. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 28 -- Contract with Wildlands Fire Service for Prescribed Fire Services. Mr. Heeke presented the staff recommendation to authorize the Executive Director to execute a contract with Wildlands Fire Service, Inc., for an amount not to exceed \$375,000 for prescribed fire management services in Fiscal Year 2013, as shown in the Board materials.

Mr. Alexander and Mr. Curtis stated a possible conflict of interest and abstained from voting on Agenda Item 28 - recommendation to authorize the Executive Director to execute a contract with Wildlands Fire Service, Inc., for an amount not to exceed \$375,000 for prescribed fire management services in Fiscal Year 2013, and both signed a conflict of interest form. These forms are hereby made a part of these minutes and are filed in the permanent files of the District.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH WILDLANDS FIRE SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED \$375,000 FOR PRESCRIBED FIRE MANAGEMENT SERVICES IN FISCAL YEAR 2013. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 29 -- License to Cut Timber with Williams Timber, Inc., for the Goose Pasture #2 Timber Sale. Mr. Heeke presented the staff recommendation to authorize the Executive Director to execute a license to cut timber with Williams Timber, Inc., for the Goose Pasture #2 Timber Sale, as shown in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A LICENSE TO CUT TIMBER WITH WILLIAMS TIMBER, INC., FOR THE GOOSE PASTURE #2 TIMBER SALE. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD. THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 30 -- Approval of Resolution 2012-24 Declaring Steinhatchee Rise Dispersed Water Storage Project in Dixie County as an Environmental Restoration and Enhancement Project.

Mr. Heeke presented the staff recommendation to authorize the Executive Director to approve Resolution 2012-24 declaring the Steinhatchee Rise dispersed water storage project as an environmental restoration and enhancement project, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE RESOLUTION 2012-24 DECLARING THE STEINHATCHEE RISE DISPERSED WATER STORAGE PROJECT AS AN ENVIRONMENTAL RESTORATION AND ENHANCEMENT PROJECT. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 31 -- Otter Springs Park and Campground FY 2013 Budget. Mr. Heeke presented the staff recommendation to approve the Gilchrist County FY 2013 budget for Otter Springs for a total amount not to exceed \$335,186, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE THE GILCHRIST COUNTY FY 2013 BUDGET FOR OTTER SPRINTS FOR A TOTAL AMOUNT NOT TO EXCEED \$335,186. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 32 -- Agreement with the U. S. Fish and Wildlife Service for Land Management Services. Approved on Consent

Agenda Item No 33 -- Cooperative Management Agreement with Florida Forest Service and Approval of Twin Rivers State Forest Agreement Funding. Mr. Heeke presented the staff recommendation to authorize the Executive Director continue the Cooperative Management Agreement and Twin Rivers State Forest Funding with the Florida Forest Service (FFS) for Fiscal Year 2013 for an amount not to exceed \$168,300, as shown in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO CONTINUE THE COOPERATIVE MANAGEMENT AGREEMENT AND TWIN RIVERS STATE FOREST FUNDING WITH THE FLORIDA FOREST SERVICE (FFS) FOR FISCAL YEAR 2013 FOR AN AMOUNT NOT TO EXCEED \$168,300. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 34 -- Agreement with the Department of Environmental Protection and Nature's Landing Condominium Associates to Allow for Mitigation for Mangrove Trimming. Mr. Heeke presented the staff recommendation to authorize the Executive Director to execute an agreement between the Parties to allow Nature's Landing Condominium Associates to use approximately 0.9 acres on Atsena Otie Key as a mitigation site as required by DEP under Nature's Landing's mangrove trimming permit, as shown in the Board materials.

MR. WILLIAMS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT BETWEEN THE PARTIES TO ALLOW NATURE'S LANDING CONDOMINIUM ASSOCIATES TO USE APPROXIMATELY 0.9 ACRES ON ATSENA OTIE KEY AS A MITIGATION SITE AS REQUIRED BY DEP UNDER NATURE'S LANDING'S MANGROVE TRIMMING PERMIT. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 35 -- Consent Agreement and Order Regarding Scott McNulty, CE10-0045, Levy County. Tim Sagul, Program Leader, presented the staff recommendation to approve the Consent Agreement and Order regarding Scott McNulty, CE10-0045, Levy County, as shown in the Board materials.

Discussion occurred.

MR. CURTIS MADE A MOTION TO APPROVE THE CONSENT AGREEMENT AND ORDER REGARDING SCOTT MCNULTY, CE10-0045, LEVY COUNTY AND REFUSE ACCEPTANCE OF

LAND DONATION IN LIEU OF PENALTY AND COSTS. THE MOTION, AS REVISED FROM THE ORIGINAL STAFF RECOMMENDATION, WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 36 -- Authorization for Executive Director to File Administrative Complaint in the Matter of SRWMD v. Rodney O. Tompkins, Trustee, and Rodney Tompkins, CE11-0001, Gilchrist County. Mr. Sagul presented the staff recommendation to authorize the Executive Director to file an Administrative Complaint regarding Rodney O. Tompkins, Trustee, and Rodney Tompkins for use of water without a permit in Gilchrist County, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO FILE AN ADMINISTRATIVE COMPLAINT REGARDING RODNEY O. TOMPKINS, TRUSTEE, AND RODNEY TOMPKINS FOR USE OF WATER WITHOUT A PERMIT IN GILCHRIST COUNTY. THE MOTION WAS SECONDED BY MR. MEECE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 37 -- Denial of Environmental Resource Permit Application ERP06-0509 and Initiation of Enforcement Action Regarding Cedar Key Heights Blocks 18, 129-131, Levy County. Mr. Sagul presented the staff recommendation to authorize the Executive Director to authorize denial, without prejudice, of Environmental Resource Permit application number 06-0509 to Doug McKoy for Cedar Key Heights Blocks 18, 1190-131, Levy County. In addition, approval to initiate enforcement action because the project has been constructed without a permit, as shown in the Board materials.

Discussion occurred.

DR. COLE MADE A MOTION TO APPROVE THE STAFF RECOMMENDATION FOR DENIAL, WITHOUT PREJUDICE, OF ENVIRONMENTAL RESOURCE PERMIT APPLICATION NUMBER 06-0509 TO DOUG MCKOY FOR CEDAR KEY HEIGHTS BLOCKS 18, 1190-131 IN LEVY COUNTY CONTINGENT ON STAFF PROVIDING A TWO WEEK WINDOW TO ALLOW MR. MCKOY TO SUBMIT A COMPLETE PERMIT APPLICATION. IF IN THE TWO WEEK PERIOD, THE APPLICATION IS STILL NOT COMPLETE, DENIAL OF THE APPLICATION WILL OCCUR AND ENFORCEMENT ACTION WILL BE INITIATED BECAUSE THE PROJECT HAS BEEN CONSTRUCTED WITHOUT A PERMIT. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 38 -- Adoption of Proposed Rule for 40B-2.301 and 40B-2.331, Florida Administrative Code (F.A.C.) for Monitoring of Water Use. Mr. Sagul presented the staff recommendation to authorize publication of a Notice of Proposed Rule for section 40B-2.301 and 40B-2.331, F.A.C. and authorization to file 40B-2.301 and 40B-2.331, F.A.C., with the Department of State if no objections or comments are received, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE PUBLICATION OF A NOTICE OF PROPOSED RULE FOR SECTION 40B-2.301, and 40B2-331, F.A.C. AND AUTHORIZATION TO FILE 40B-2.301 and 40B2-2.331, F.A.C., WITH THE DEPARTMENT OF STATE IF NO OBJECTIONS OR COMMENTS ARE RECEIVED. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 39 -- Adoption of Governing Board Directive Number GBD12-0003 Regarding Assisting Agricultural Water Users with Water Use Monitoring Mr. Sagul presented the staff recommendation to adopt directive number GBD12-0003 regarding assisting agricultural water uses with water use monitoring, as shown in the Board materials.

DR. COLE MADE A MOTION TO ADOPT DIRECTIVE NUMBER GBD12-0003 REGARDING ASSISTING AGRICULTURAL WATER USES WITH WATER USE MONITORING. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 40 -- Request for Authorization to Publish Notice of Rule Development to Amend 40B-1, 40B-4 and 40B-400, Florida Administrative Code (F.A.C.), and the Environmental Resource Permitting Applicant's Handbook. Approved on Consent.

Agenda Item No 41 -- Authorization to Accept a \$250,000 Grant for Alligator Creek Restoration – moved to the beginning of this portion of the agenda.

Supplemental Agenda Item - Authorization to Withdraw the Order Dismissing, with Prejudice, the Petition for Administrative Hearing Challenging Temporary Water Use Permit Application Number 2-11-00063, Richard Douglas Farm, Gilchrist County and Refer the Petition Challenging the Temporary Water Use Permit Application to the Division of Administrative Hearings (DOAH). Mr. Sagul presented the staff recommendation to authorize the withdraw of the order dismissing, with prejudice, the Petition for Administrative Hearing challenging Temporary Water Use Permit Application Number 2-11-00063, Richard Douglas Farm, Gilchrist County and refer the petition challenging the temporary water Use permit application to the Division of Administrative Hearings (DOAH).

MR. MEECE MADE A MOTION TO AUTHORIZE THE WITHDRAW OF THE ORDER DISMISSING, WITH PREJUDICE, THE PETITION FOR ADMINISTRATIVE HEARING CHALLENGING TEMPORARY WATER USE PERMIT APPLICATION NUMBER 2-11-00063, RICHARD DOUGLAS FARM, GILCHRIST COUNTY AND REFER THE PETITION CHALLENGING THE TEMPORARY WATER USE PERMIT APPLICATION TO THE DIVISION OF ADMINISTRATIVE HEARINGS (DOAH). THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Supplemental Agenda Item - Second Amendment to Interagency Agreement Between Suwannee River Water Management District, St. Johns River Water Management District, and Florida

Department of Environmental Protection. Carlos Herd, Program Leader, presented the staff recommendation to authorize the Executive Director to execute the second amendment to the interagency agreement between Suwannee River Water Management District, St. Johns River Water Management District, and the Florida Department of Environmental Protection.

Discussion occurred and due to the time certain 5:30 p.m. First Public Hearing of the FY2013 Budget and Millage Rate meeting, the Governing Board meeting adjourned with no motion made.

Meeting reconvened at 5:53 p.m.

Carlos Herd reopened the discussion regarding the Governing Board member's concerns with the staff recommendation for amendment of the interagency agreement and deletion of the National Research Council's Water Science and Technology Board's peer review requirement.

Mr. Quincey tabled the Agenda Item and requested that copies of the original interagency agreement and revisions to the agreement be provided to the Board along with documentation that would address the Governing Board's concerns.

Agenda Item No 42 -- Water Supply and Resource Management Activity Reports The Water Supply, Water Resource Monitoring, Minimum Flows and Levels, Regulatory, Suwannee River Partnership, Land Management, Water Resource Projects, and Compliance Activity Reports were provided as informational items in the Board materials.

A Report on the Investigation of Non-use of Water Use Permits was provided as an information item in the Board materials.

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 43 – Governing Board Counsel Monthly Report. The Governing Board Counsel Monthly Report was provided as an informational item in the Board materials.

EXECUTIVE OFFICE

Agenda Item No. 44 -- R. O. Ranch, Inc. Endowment and Trust Agreement. Charles Houser, Assistant Executive Director, presented the staff recommendation to authorize the transfer of funds in the R.O. Ranch endowment fund to R.O. Ranch, Inc., and approve and execute the Trust Agreement for the management of the funds.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE TRANSFER OF FUNDS IN THE R.O. RANCH ENDOWMENT FUND TO R.O. RANCH, INC., AND APPROVE AND EXECUTE THE TRUST AGREEMENT FOR THE MANAGEMENT OF THE FUNDS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 45 - Executive Director's Report.

None.

Agenda Item No. 46 - Executive Office Activity Report. The Executive Office Activity Report was provided as an informational item in the Board materials.

The meeting adjourned at 6:34 p.m.

Chairman

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
1ST PUBLIC HEARING ON THE
FISCAL YEAR 2012-2013 BUDGET

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5:30 p.m., Tuesday
 September 11, 2012

District Headquarters
 Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams		X	
At Large	Vacant			

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
HR & GB Coordinator	Lisa Cheshire	X	

Guests:

Tim Sagul, SRWMD
 Vanessa Fultz, SRWMD
 Terry Demott, SRWMD

Carlos Herd, SRWMD
Brian Kauffman, SRWMD
Vern Roberts, SRWMD

The meeting was called to order at 5:30 p.m.

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a proposed millage rate and tentative budget. Dr. Shortelle discussed the purpose of the public hearing.

Agenda Item 3 - Presentation of Tentative Fiscal Year 2012-13 Budget. Dr. Shortelle gave a presentation on the Tentative FY 2012-13 Budget.

Agenda Item 4 - Board discussion of the proposed millage rate for Fiscal Year 2012-2013 of 0.4143, a 2.0 percent decrease from the rolled-back millage rate of 0.4227, and a Tentative Fiscal Year 2012-2013 Budget of \$16,102,072. There was no discussion.

Agenda Item 5 - Comments and questions from the general public. There were no questions or comments from the general public.

Agenda Item 6 - Adoption of proposed millage rate of 0.4143 for Fiscal Year 2012-2013.

MS. JOHNS MADE A MOTION TO ADOPT THE PROPOSED MILLAGE RATE OF 0.4143 FOR FISCAL YEAR 2012-2013. MR. ALEXANDER SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item 7 - Adoption of Tentative Budget of \$16,102,072 for Fiscal Year 2012-2013.

MS. JOHNS MADE A MOTION TO ADOPT THE TENTATIVE BUDGET OF \$16,102,072 FOR FISCAL YEAR 2012-2013. MR. ALEXANDER SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item 8 - Announcements. Dr. Shortelle made the announcement that on September 25, 2012, at 5:30 p.m. the Final Public Hearing on FY 2012-2013 Budget will be held at the District Headquarters.

The meeting adjourned at 5:53 p.m.

Chairman

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD MEETING AND PUBLIC HEARING

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3:00 p.m., Tuesday
September 25, 2012

District Headquarters
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown			X
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams			X
At Large	Vacant			

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.		X

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs and Communications Director	Steve Minnis	X	
Administrative Services Division Director	Joe Flanagan		
Land Resources Division Director	Charles H. Houder. III	X	
Water Supply Division Director	Carlos Herd	X	
Resource Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Vanessa Fultz, SRWMD
Kevin Wright, SRWMD
Megan Wetherington, SRWMD
Joel Love, DACS
Warren Zwanka, SJRWMD
Terry Hansen, PG, Department of Environmental Protection, Tallahassee
Ray Hodge, McAlpin
Donald Rich, Rich Property & Investment Group, Quitman, GA
Craig Varn, Manson Law Group, Tallahassee
Annette Long, Save Our Suwannee, Inc., Chiefland

The meeting was called to order at 3:00 p.m.

Agenda Item No. 3 - Additions, Deletions, or Changes to the Agenda.
There were no changes to the agenda.

Agenda Item No. 4 – Approval of Agenda.

DR. COLE MADE A MOTION TO ACCEPT THE AGENDA. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, AND QUINCEY.)

EXECUTIVE OFFICE

Agenda Item No. 5 - Approval of Resolutions Number 2012-29 through 2012-68 extending appreciation and commendation of past Governing Board Members for their service to the Suwannee River Water Management District. Steve Minnis presented the staff recommendation to approve Resolution Numbers 2012-29 through 2012-68 extending appreciation and commendation of past Governing Board Members for their service to the Suwannee River Water Management District, as shown in the Board materials.

DR. COLE MADE A MOTION TO APPROVE RESOLUTION NUMBERS 2012-29 THROUGH 2012-68 EXTENDING APPRECIATION AND COMMENDATION OF PAST GOVERNING BOARD MEMBERS FOR THEIR SERVICE TO THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

The meeting adjourned at 3:12 p.m.

Workshop began at 3:13 p.m.

A presentation was given by on the Lower Suwannee River Basin Management Action Plan by the Florida Department of Environmental Protection.

Chairman

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
FINAL PUBLIC HEARING ON THE
FISCAL YEAR 2012-2013 BUDGET

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

5:30 p.m., Tuesday
 September 25, 2012

District Headquarters
 Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown			X
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams			X
At Large	Vacant			

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs and Communications Director	Steve Minnis	X	
Division Director Administrative Services	Joe Flanagan		
Division Director Land Resources	Charles H. Houder. III	X	
Division of Water Supply	Carlos Herd	X	
Division of Resource Management	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Vanessa Fultz, SRWMD
Vern Roberts, SRWMD
Craig Varn, Manson Law Group, Tallahassee
Annette Long, Save Our Suwannee, Inc., Chiefland

The meeting was called to order at 5:30 p.m.

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a proposed millage rate and tentative budget. Joe Flanagan, Division Director of Administrative Services, discussed the purpose of the public hearing.

Agenda Item 3 - Presentation of Final Fiscal Year 2012-2013 Budget. Mr. Flanagan gave a presentation on the Final Fiscal Year 2012-13 Budget.

Agenda Item 4 - Comments and questions from the general public. There were no questions or comments from the general public.

Agenda Item 5 – Approval of Resolution No. 2012-27, Adopting a Final Millage Rate of 0.4143 for Fiscal Year 2012-13.

MR. CURTIS MADE A MOTION TO APPROVE RESOLUTION NO. 2012-27 ADOPTING A FINAL MILLAGE RATE OF 0.4143 FOR FISCAL YEAR 2012-2013. MR. MEECE SECONDED THE MOTION. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, AND QUINCEY.)

Agenda Item 6 – Approval of Resolution No. 2012-28, Adoption of Final Budget \$16,102,072 for Fiscal Year 2012-2013.

MR. CURTIS MADE A MOTION TO APPROVE RESOLUTION 2012-28 ADOPTING A FINAL BUDGET OF \$16,102,072 FOR THE FISCAL YEAR 2012-2013 BUDGET. MR. MEECE SECONDED THE MOTION. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, AND QUINCEY.)

Agenda Item 7 - Announcements. Dr. Shortelle made the announcement that the next Governing Board meeting will be held at the District Headquarters at 9:00 a.m. on October 9, 2012 and that the approved resolutions in recognition of service for the past board members will be given out.

The meeting adjourned at 5:38 p.m.

Chairman

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Joe Flanagan, Director, Division of Administrative Services

DATE: September 20, 2012

RE: Approval of August 2012 Financial Report

RECOMMENDATION

Staff recommends that the Governing Board approve the August 2012 Financial Report and confirm the expenditures of the District.

BACKGROUND

Chapter 373.553(1), F.S., authorizes the delegation of authority by the Governing Board to the Executive Director to disburse District funds, providing certification is made to the Board at the next regular meeting that such disbursement is proper, in order, and within budgetary limits. In compliance with the statutory provisions in Chapter 373, the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report in the manner presented.

Non-Operating Budget	
Acquisition	\$7,207,820
Future Contractual	\$7,304,408
R. O. Ranch Reserves	\$3,810,000
Land Management Reserves	\$5,000,000
Operating Reserves	\$2,760,000
Total	\$26,082,228
Operating Budget	\$21,307,361
Total FY 2012 Budget	\$47,389,589
Total FY 2012 Expenditures	\$10,277,641
Percent of Operating Budget	48%

If you have any questions about this recommendation or if you would like any further information regarding the District's financial transactions, please contact me.

gal

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 08/31/12

Water Supply & Resource Management

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$3,183,888	\$2,479,598	78%	\$704,290
540 Other Personal Services	148,000	66,648	45%	81,352
580 Legal Services	153,200	151,126	99%	2,074
585 Audit Services	0	1,000	n/a	-1,000
586 Contractual Services	17,750,747	2,998,471	17%	14,752,276
590 Pmt. in Lieu of Taxes	365,000	346,104	95%	18,896
605 Printing & Binding	13,400	5,275	39%	8,125
606 Publication of Notices	16,600	8,494	51%	8,106
621 Meetings	4,700	300	6%	4,400
622 Registrations & Training	35,850	18,456	51%	17,394
626 Travel Expenses	32,500	5,529	17%	26,971
627 Utilities	10,000	2,190	22%	7,810
628 Communications	0	1,100	n/a	-1,100
631 Equipment Maintenance	9,400	4,773	51%	4,627
690 Other Contractual Services	8,400	84	1%	8,316
701 Field Supplies	714,900	411,495	58%	303,405
703 Computer Supplies	5,350	1,954	37%	3,396
705 Maps & Aerials	1,500	0	0%	1,500
706 Books & Documents	3,200	47	1%	3,153
715 Photographic Supplies	1,850	0	0%	1,850
740 Office Support Equipment	5,100	184	4%	4,916
790 Other Commodities	2,400	0	0%	2,400
801 Computer Software	8,700	2,440	28%	6,260
802 Equipment Rental	5,750	5,526	96%	224
809 Fees & Permits	16,000	535	3%	15,465
850 Overhead Allocation	n/a	1,326,334	n/a	-733,375
903 Office Equipment	3,000	0	0%	3,000
905 Mobile Equipment	24,000	0	0%	24,000
906 Computer Equipment	8,000	0	0%	8,000
907 Lab & Field Equipment	31,000	0	0%	31,000
930 Interagency Expenditures	1,444,300	512,729	36%	931,571
960 Reserves	8,810,000	0	0%	8,810,000
TOTAL	\$32,816,735	\$8,350,392	25%	\$24,466,343

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 08/31/12

Executive Office

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$489,133	\$560,650	115%	-\$71,517
540 Other Personal Services	\$0	\$870	n/a	-870
580 Legal Services	55,000	44,712	81%	10,288
586 Contractual Services	28,000	13,476	48%	14,524
605 Printing & Binding	1,000	0	0%	1,000
606 Publication of Notices	0	4,696	n/a	-4,696
621 Meetings	500	0	0%	500
622 Registrations & Training	6,525	5,566	85%	959
626 Travel Expenses	27,750	22,815	82%	4,935
650 Promotions	13,500	6,209	46%	7,291
701 Field Supplies	0	841	n/a	-841
706 Books & Documents	2,000	910	46%	1,090
715 Photographic Supplies	350	336	96%	14
850 Overhead Allocation	0	182,188	n/a	-92,321
930 Interagency Expenditures	5,000	2,250	45%	2,750
960 Reserves	2,760,000	0	0%	2,760,000
TOTAL	\$3,388,758	\$845,519	25%	\$2,543,239

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 08/31/12

Mission Support

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$1,863,076	\$1,450,150	78%	\$412,926
564 Property Appraiser	210,000	161,151	77%	48,849
579 Tax Collector	125,000	89,715	72%	35,285
580 Legal Services	46,800	28,453	61%	18,347
585 Audit Services	35,000	38,604	110%	-3,604
586 Contractual Services	605,500	208,854	34%	396,646
605 Printing & Binding	25,500	6,652	26%	18,848
606 Publication of Notices	15,000	1,552	10%	13,448
607 Postage	25,000	15,889	64%	9,111
621 Meetings	1,000	0	0%	1,000
622 Registrations & Training	38,000	20,202	53%	17,798
626 Travel Expenses	24,000	9,069	38%	14,931
627 Utilities	70,000	42,697	61%	27,303
628 Communications	150,000	113,945	76%	36,055
629 Facilities Maintenance	75,000	43,691	58%	31,309
630 Vehicle Maintenance	75,000	45,592	61%	29,408
631 Equipment Maintenance	27,000	6,245	23%	20,755
690 Other Contractual Services	2,500	946	38%	1,554
701 Field Supplies	10,000	2,295	23%	7,705
702 Office Supplies	41,000	28,748	70%	12,252
703 Computer Supplies	26,000	18,248	70%	7,752
704 Fuel & Lubricants	70,000	61,769	88%	8,231
705 Maps & Aerials	2,000	0	0%	2,000
706 Books & Documents	7,600	1,426	19%	6,174
740 Office Support Equipment	6,000	2,007	33%	3,993
790 Other Commodities	3,000	818	27%	2,182
801 Computer Software	86,800	34,340	40%	52,460
802 Equipment Rental	50,000	35,997	72%	14,003
804 Workers Comp. Insurance	25,000	11,116	44%	13,884
805 Property & Casualty Insurance	60,000	49,719	83%	10,281
809 Fees & Permits	500	633	127%	-133
850 Overhead Allocation	0	760,424	n/a	-482,505
850 Overhead Allocation Credits	0	-2,268,946	n/a	-1,441,096
903 Office Equipment	17,000	0	0%	17,000
906 Computer Equipment	110,000	49,129	45%	60,871
907 Lab & Field Equipment	25,000	8,100	32%	16,900
920 Land Acquisition	7,207,820	0	0%	7,207,820
930 Interagency Expenditures	23,000	2,500	11%	20,500
TOTAL	\$11,184,096	\$1,081,730	10%	\$10,102,366
DISTRICT TOTAL	\$47,389,589	\$10,277,641	22%	\$37,111,948

MEMORANDUM

TO: Governing Board

FROM: Joe Flanagan, Director, Division of Administrative Services

DATE: September 20, 2012

RE: Activity Report, Division of Administrative Services

- With Tropical Storm Isaac threatening North Florida the next week, staff worked diligently with other District staff to come up with an emergency plan for collecting river and rainfall data if the District loss power like we did in Debby. The plan was tested and was a good learning experience as staff prepares for future storms that could impact north Florida. Staff will continue to refine the plan in the next few months.
- IT staff continues to provide support to staff, other agencies and the public through ongoing resolution of Help Desk tickets, scheduled system backups, and programming and database development and maintenance. Work is continuing on relocating our Internet service connection out from behind the State firewall.
- Staff completed the noticing for the Final Public Hearing on the Fiscal Year 2013 budget.
- Staff is working with staff on insurance enrollments.
- Staff continues to work with Legal Counsel to complete contracts and renewals for implementation on October 1.

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Land Resources Division
DATE: September 20, 2012
RE: Resolution 2012-26 Authorizing Sale of the 29-acre ± Woods Ferry Surplus Parcel in Suwannee County to Anthony Boggess

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-26 authorizing the sale of the Wood Ferry surplus parcel in Suwannee County to Anthony Boggess.

BACKGROUND

In July of 2011, the District Governing Board declared the 29-acre ± Woods Ferry parcel located in Suwannee County as surplus property and subsequently directed staff to market the property with Poole Realty in Live Oak. This parcel is was acquired as part the Woods Ferry tract that was purchased from Container Corporation in 1988 at a price of \$877 per acre. Authorization to surplus this parcel was received from DEP in August 2011.

Anthony Boggess has agreed to pay the District \$2,400 per acre for an estimated total of \$69,600. Members of the Surplus Land Committee recommend acceptance of the offer contingent upon full Governing Board approval.

The parcel was appraised in July 2011, and the valuation was updated August 2012 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract equals the new appraised value. No state agency expressed interest to own, manage or continue managing the property. A notice of intent to sell will be advertised in a local Suwannee County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District counsel will prepare deeds and close the conveyance of property with Anthony Boggess.

gal
enclosures
Woods Ferry Surplus Tract 008-00508

SRWMD
SURPLUS PARCEL ASSESSMENT

TRACT: Woods Ferry

COUNTY: Suwannee

ACREAGE: 29 acres ±

TRACT DESCRIPTION: The Woods Ferry parcel contains thinned slash pine planted in 1960, natural pine and bottomland hardwoods.

PARENT TRACT: Bought in December 1988 from Container Corporation of America at \$877/acre, the 1,089-acre tract contains frontage on the Suwannee River and associated floodplain and wetlands. This proposal represents approximately 3% of the tract.

ACCESS: The property has frontage along 60th Place and 57th Drive, Suwannee County graded roads.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: Staff recommends that the property be conveyed without retaining a conservation easement or the reservation of phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 9% (2.6 acres)

100-year Floodplain: 0% (0 acres)

(b) Management Efficiency: Public and land management access will be retained to the parent tract on an existing internal road located west of the surplus tract and 60th Place.

(c) Public Use: There are no public use sites on this proposed parcel. The public access road will be buffered 100 ft. from the new property line.

(d) Archaeological, Historical:

No Records.

Ecological Records:

Protected Plants: Hooded Pitcher Plant (state threatened)

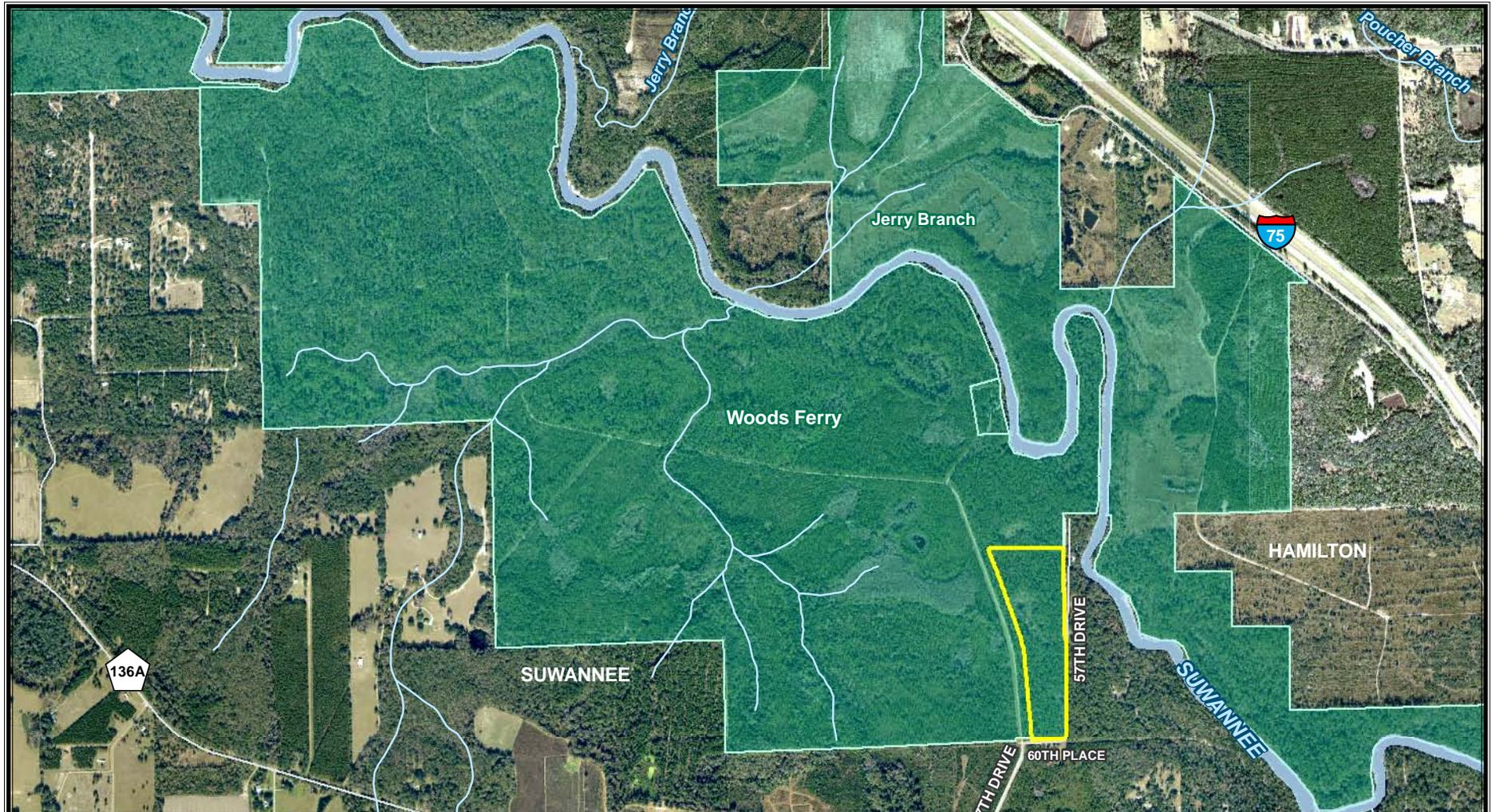
Protected Animals: No Records

Exotic Plants: No Records

Natural Communities:

Mesic flatwoods	10 acres
Dome swamp	5 acres
Sandhill	13 acres
Wet flatwoods	1 acre

- (e) Linkage: This parcel is on the edge of the parent tract and adjacent to subdivided developed lots along the river. This area is not in any proposed acquisition plan.
- (f) Adverse Impact to Future Management: No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.
- (g) Marketability: The property is presumed to be marketable on the open real estate market.
- (h) Other Public Land Managers: Public managers will be notified if the Committee approves the parcel for Governing Board consideration as surplus.
- (i) Funding Source: Water Management Lands Trust Funds were expended in this acquisition.



-  Woods Ferry = 29 Acres (+/-)
-  SRWMD Fee Land
-  Rivers & Streams

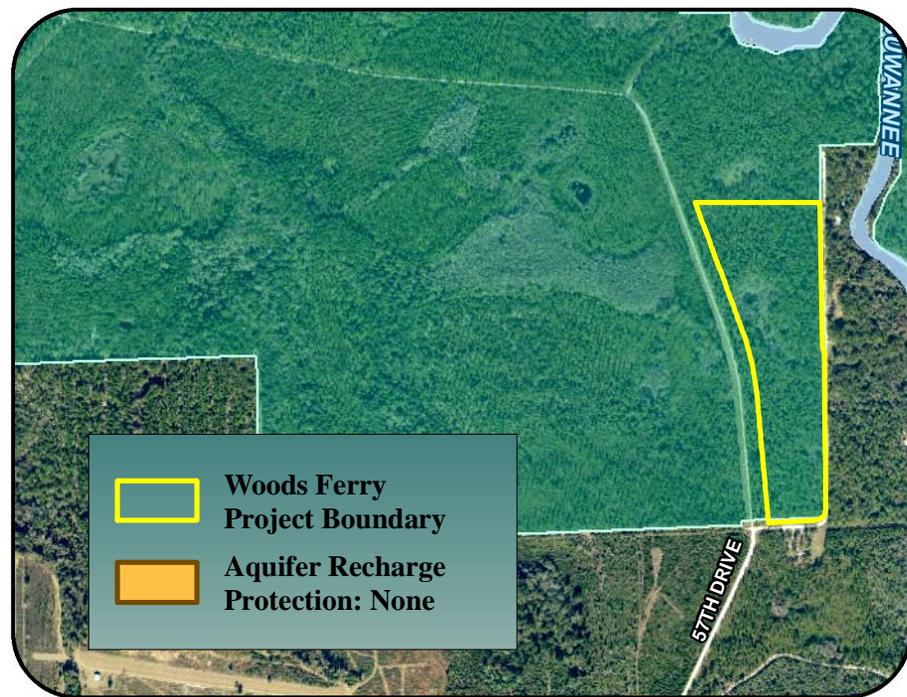
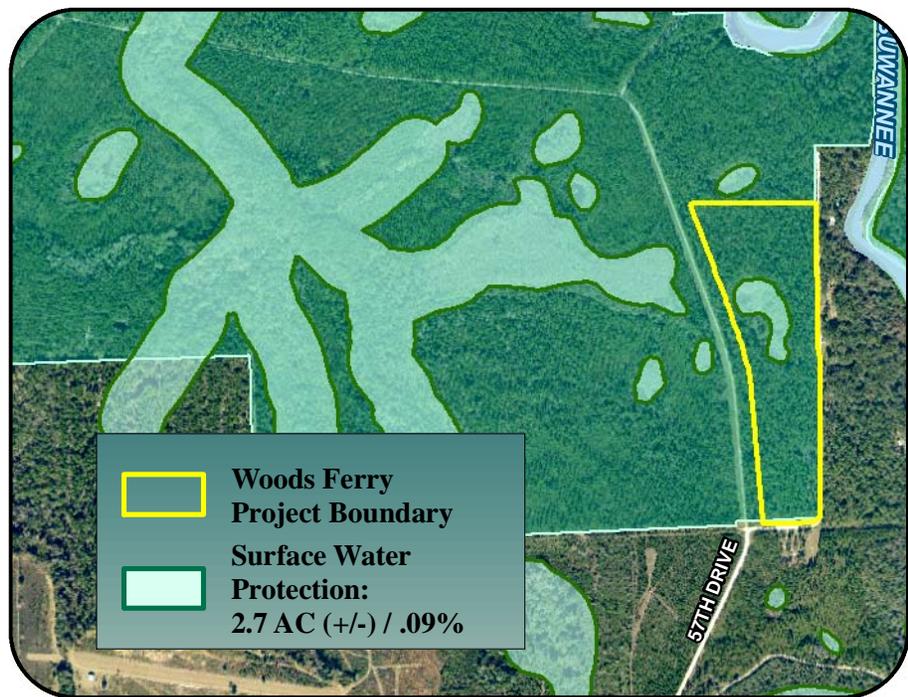
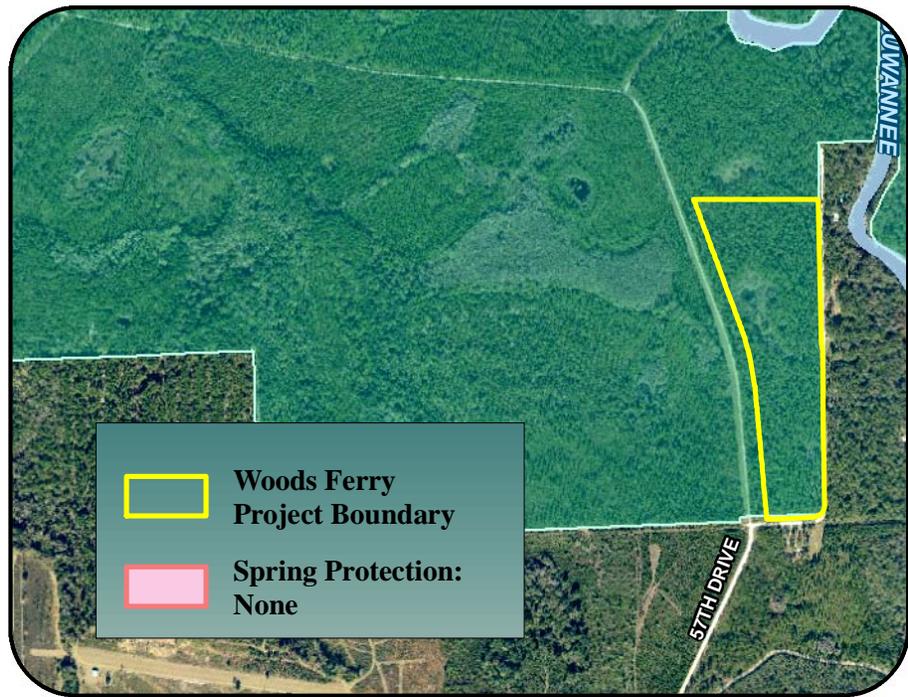


Woods Ferry Suwannee County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Suwannee & Hamilton 2010 NC 1FT Imagery.

Date: 04/20/2011



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-26

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A CONTRACT FOR
SALE OF SURPLUS DISTRICT LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.
 - C. A certified appraisal shows that the selling price set out in the

CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Thomas Tompkins of Tompkins Appraisal Group and is dated August 14, 2012.

D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.

4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:

A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.

B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:

i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.

ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.

iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 9TH DAY OF OCTOBER, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

CONTRACT FOR SALE OF REAL PROPERTY
(DISTRICT Selling to Private Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the BUYER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from contract to contract.)

BUYER shall mean: ANTHONY BOGCESS, 148 N Pickerel Rd, Mayo, FL 32066. Phone: 352-356-0259

PURCHASE PRICE shall mean the product of the SURVEYED ACRES multiplied by: \$2,400.00 per acre.

BINDER shall mean the total sum of: \$3,500.00 .

REALTORS shall mean the realtor(s) and/or broker(s) listed below. The REALTORS shall be paid a commission as listed below by the party designated below.

<u>REALTOR</u>	<u>Commission</u>	<u>Party Paying Commission</u>
Poole Realty	50% of total commission	Seller
John P. Duane III	50% of total commission	Seller

CLOSING AGENT shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties herein shall continue to act as attorney for the DISTRICT.

CLOSING DATE shall mean the date the closing of this transaction shall occur.

CONTRACT shall mean this "Contract for Sale of Real Property".

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

CONTRACT FOR SALE OF REAL PRO

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance
- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- DISTRICT's attorneys fees
- Survey

BUYER shall pay for:-Charges to record the deed of conveyance

- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years
- BUYER's attorneys fees

6. **CLOSING**: The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE**: The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE**: No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY**: No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
10. **ENVIRONMENTAL MATTERS**:
 - 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER

shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.

11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:

13.1 For a default raised prior to the closing of this transaction:

13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.

13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the

BUYER's environmental audit, if any.

14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
 - 18.1 The condition of title to the PROPERTY;
 - 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
 - 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
 - 18.4 The environmental condition of the PROPERTY;
 - 18.5 The amount and value of the timber on the PROPERTY, if any;
 - 18.6 The fitness of the PROPERTY for any particular use;
 - 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
 - 18.8 The accuracy or completeness of any reports, studies, audits, appraisals,

timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID

COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX
DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

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

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FORM LEAD BASED PAIN THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** District shall convey to Buyer all minerals currently owned by District.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else

herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Ann Shortele, PhD
As its Executive Director

(The remainder of this page was intentionally left blank.)

EXECUTED on this 6th day of September, 2012 by BUYER,

Anthony Buggess

[Signature]

STATE OF Florida

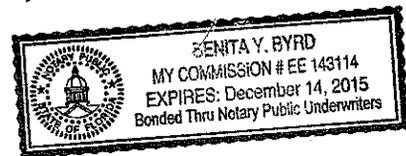
COUNTY OF Lafayette

Acknowledged before me this 6th day of September, 2012, by Anthony Buggess

_____ who is personally known to me or who produced
_____ as identification.

[Signature]
Notary Public

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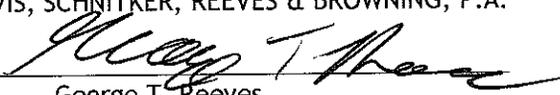
RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on _____, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By:


George T. Reeves
For the Firm

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MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director of Land Resources

DATE: October 1, 2012

RE: Approval and Execution of Resolution 2012-69, Authorizing the Surplus of District Lands

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-69 authorizing the surplus of 670 acres of the Ellaville Tract as no longer needed for conservation purposes.

BACKGROUND

A public hearing is scheduled for October 9, 2012, to take comments on the proposed surplus of 670 acres of the Ellaville Tract in Madison County. The attached analysis is presented to meet the requirements of Section 373.089, Florida Statutes for the surplus of real property.

As part of the District's effort to surplus property and use the proceeds to acquire lands with greater water resource values, the Surplus Land Committee consisting of Carl Meece, Ray Curtis and Kevin Brown reviewed the Ellaville Tract for surplus. In March 2012 the Governing Board approved detailed assessment for this surplus action. On July 12, 2012 the Surplus Land Committee recommended the surplus of 670 acres of the Ellaville Tract to the Governing Board for final consideration.

The District is coordinating with the Florida Fish and Wildlife Conservation Commission to address the gopher tortoise population on the property and will develop a relocation plan that is mutually acceptable to the Commission, the District and the prospective owner.

Attached is the Surplus Parcel Assessment including maps and original resolution. Following that is Resolution 2012-069.

gal
enclosures
60-12-003

**Suwannee River Water Management District
SURPLUS PARCEL ASSESSMENT
September 28, 2012**

TRACT: Ellaville

COUNTY: Madison

ACREAGE: 670 acres ±

TRACT DESCRIPTION: The Ellaville Surplus parcel contains a mix slash and longleaf pine planted between 1972 and present.

PARENT TRACT: The subject property is part of a 5,009-acre purchase from Container Corp. in December, 1988 with Water Management Lands Trust Funds at a purchase price of \$890 per acre. Governing Board Resolution 88-24 is attached. The parcel proposed for surplus can be considered to be part of a 1,377-acre parent tract, although both the parent and the subject are bisected by a railroad and US Highway 90.

ACCESS: The property has frontage along US 90 and two Madison County graded roads (NE Mango Ave and SE Donaldson Rd).

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: None. Fee simple interest in the tract is proposed for surplus.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 99% (662 acres)
Springs Protection: 0%
Surface Water Protection: 0%
100-year Floodplain: 0%

Drainage and Water Quality

The 670-acre Ellaville Surplus parcel is located outside the 100-year floodplain of the Suwannee River and exhibits soils that are almost entirely well drained sands. Examination of both hydrography and LiDAR data indicate that there are no surface water drainage features on the property. The design of the proposed surplus specifically excluded slopes and sinkhole features on District property that staff considers to be in need of continued protection.

That portion of the District's Ellaville Surplus parcel is not within any of the District's identified spring protection buffers. Neither is there any evidence that caverns or conduits connected to any spring lie beneath the property.

Land use in the area of the Ellaville Surplus parcel, including intensive agriculture, does not appear to be having a significant negative impact on groundwater quality. A District water quality trend well is located 1.5 miles southwest of this property. Between 2000 and 2012, nitrate-nitrite levels in the well fluctuated between 0.1 and 0.4 mg/L, with an average of 0.23 mg/L, with no apparent trend.

The Ellaville surplus property is farther away from known springs, and there is no evidence of increasing nitrate impacts in the monitor well central to the farming operations.

- (b) Management Efficiency: This and adjacent lands are currently managed as part of Twin Rivers State Forest and are within a Fish and Wildlife Conservation Commission Wildlife Management Area. The disposition of the property should not disrupt or complicate any land management operations by lengthening perimeter boundaries or creating inaccessible or unmanageable areas. An area lying between the railroad and US Highway 90 that is currently difficult to manage will be eliminated with the disposition of the subject property.
- (c) Public Use: This area is open for public use including hiking, biking and hunting. Disposition of this parcel will eliminate some hunting lands of moderate to low quality.
- (d) Archaeological, Historical, Ecological:
 - Archaeological Records: There are no known sites in the Ellaville Surplus Parcel and no areas marked as high probability zones.
 - Ecological Records:
 - Protected Plants: No Records.
 - Protected Animals: Gopher tortoise
 - Exotic Plants: No Records
 - Natural Communities: Coniferous plantation: 654 acres
Hardwood/pine mix: 13 acres
- (e) Linkage: This area is part of the larger State Forest area, but no other acquisitions are planned. This site is on the margin of the core site.
- (f) Adverse Impact to Future Management: Limited impacts to management are expected if the site is developed for residences.
- (g) Marketability: The property is in high demand for conversion to agricultural use.
- (h) Other Public Land Managers: Florida Forest Service and Florida Fish and Wildlife Conservation Commission were notified prior to any surplus action.
- (i) Original Funding: Water Management Lands Trust Funds were expended in this acquisition.

ANALYSIS: The parent tract was acquired for water management purposes based on its position in and adjacent to the floodplain of the Suwannee River. The parcel proposed for surplus is not needed to fulfill the original intent of the acquisition. The 670 acres of the Ellaville Surplus parcel exceed the less than 15% very high recharge guidelines for a fee sale as set forth in Program Directive 2011-03. The original proposal to surplus all lands west of River Road was substantially revised after field inspections determined that lands to the east of the subject property are likely to be more vulnerable to groundwater contamination. The smaller project area also reduced any potential impact on the gopher tortoise population; particularly given that suitable habitat adjacent to the property will be retained. None of the other factors considered presented an impediment to disposition of the property.

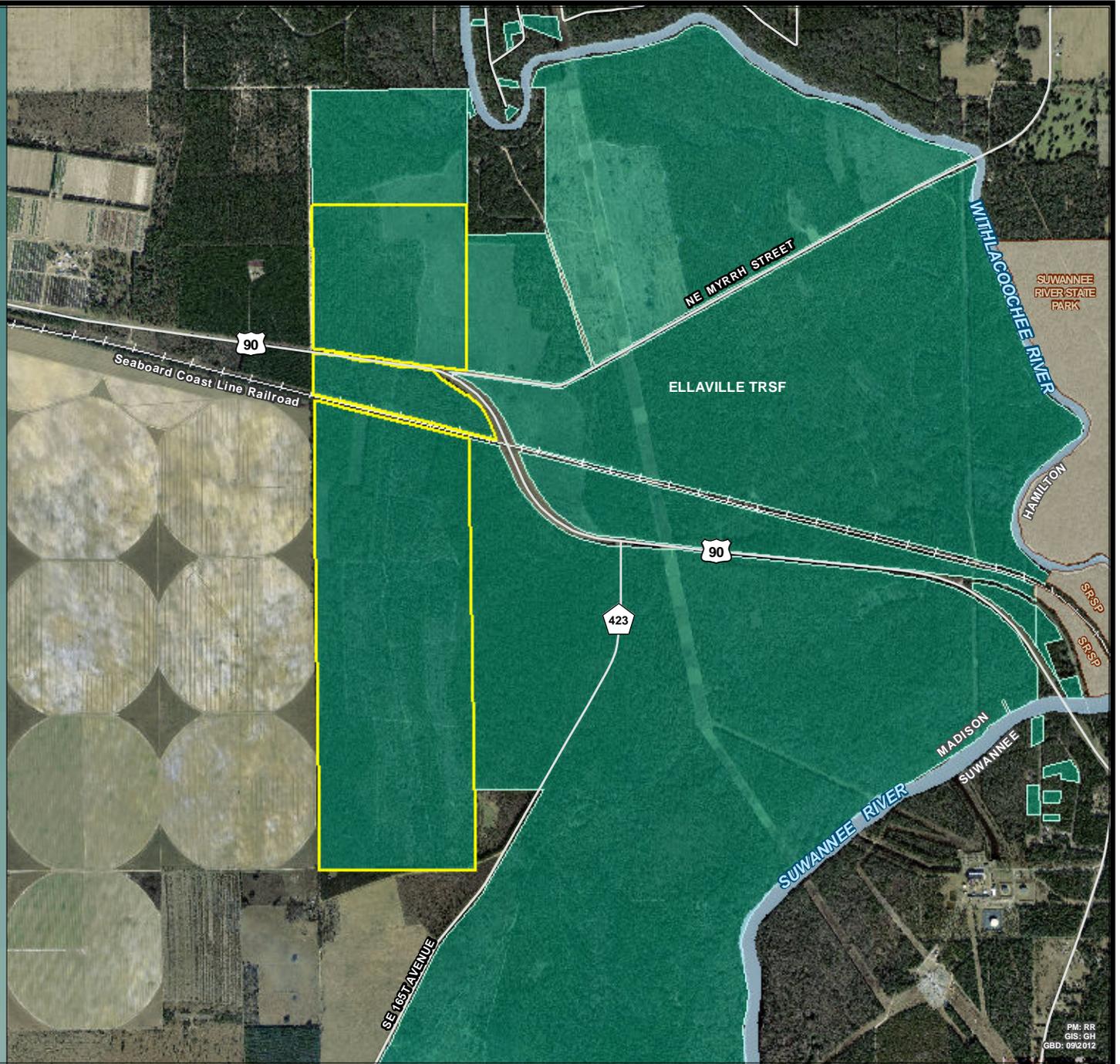
The revised footprint was reviewed and recommended for surplus by the Surplus Land Committee on July 12, 2012.

**SRWMD Ellaville
Exchange
Madison County
Florida**

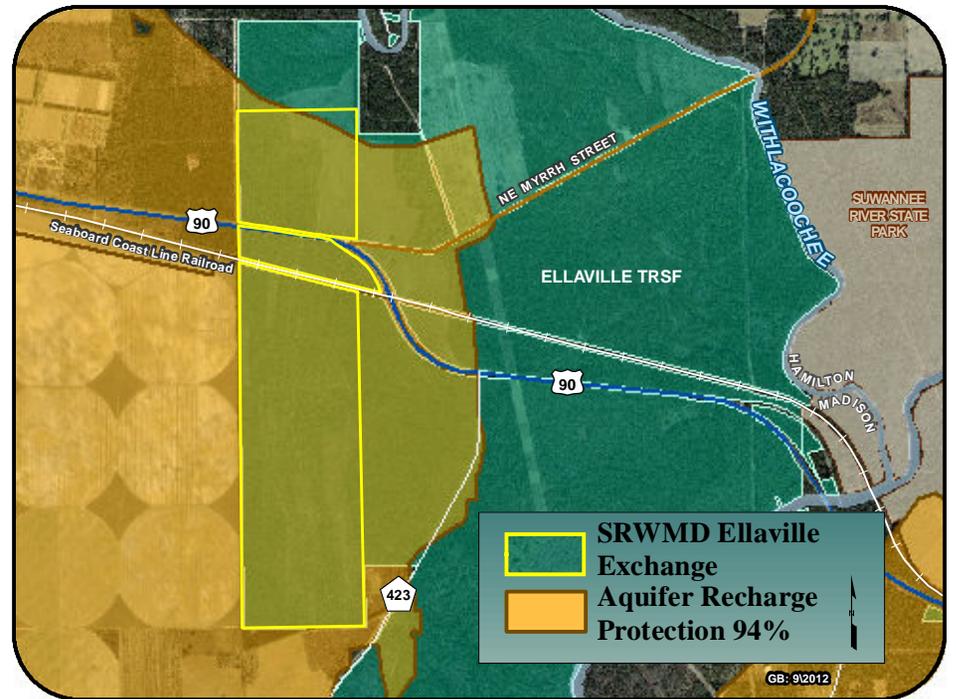
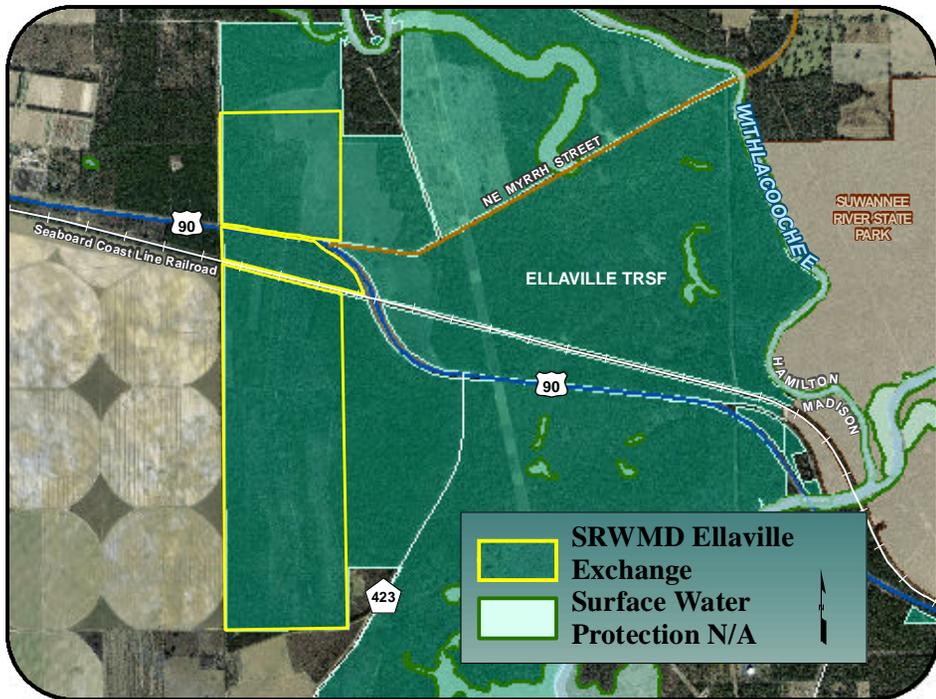
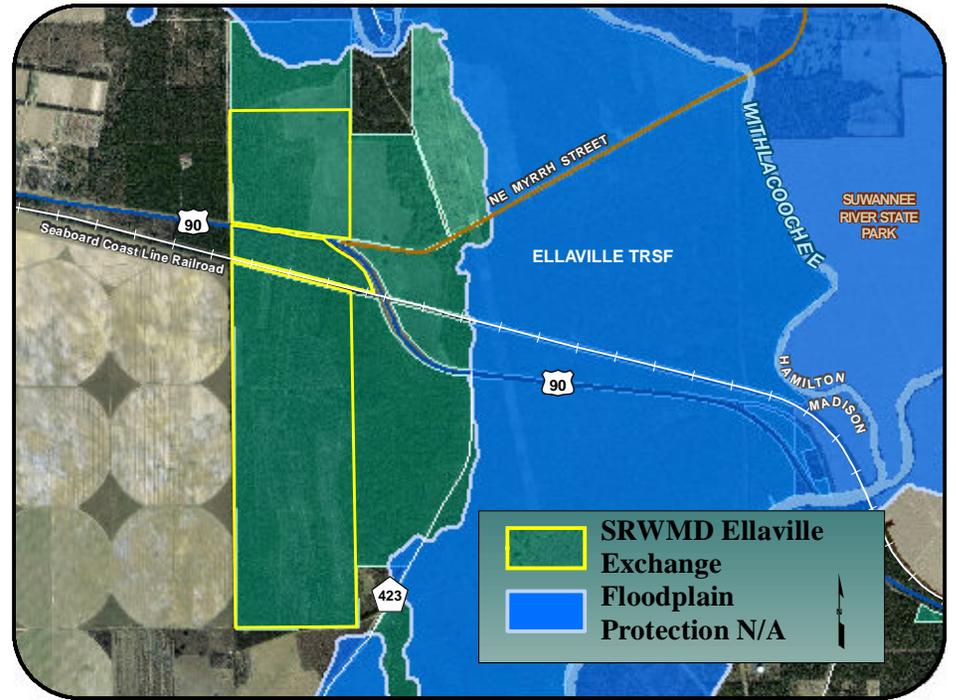
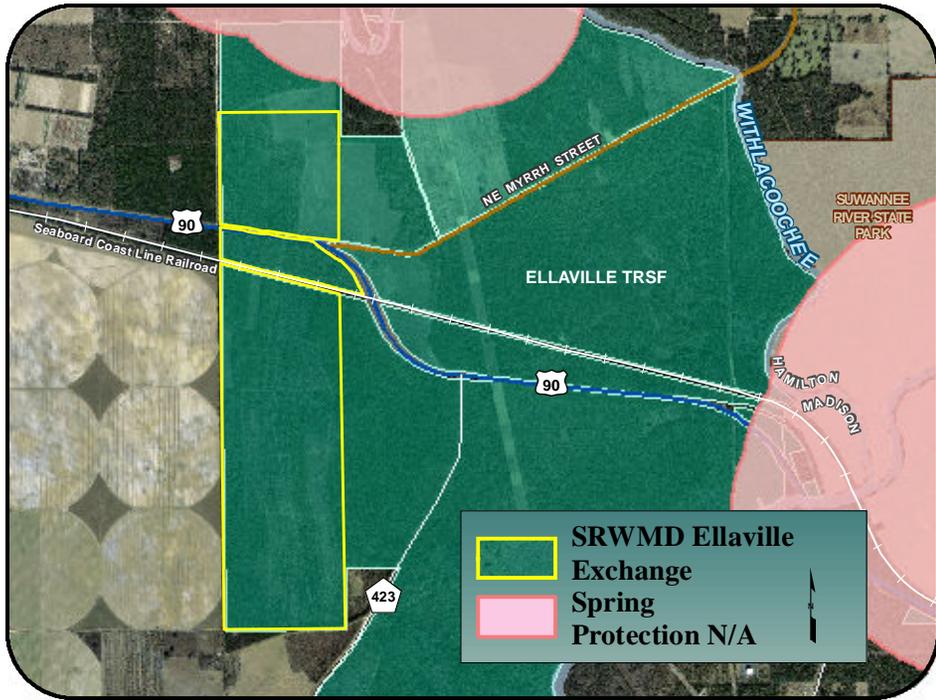
-  SRWMD Ellaville Exchange Boundary = 670 Acres
-  SRWMD Fee Land
-  Suwannee River State Park Boundary



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Madison 2010 NC 1 FT Imagery.



PM: RR
GIS: GH
GBD: 09/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 88-24

RESOLUTION APPROVING ACQUISITION OF LAND
OWNED BY CONTAINER CORPORATION OF AMERICA, AUTHORIZING
EXECUTION OF CONTRACT TO ACQUIRE SAID PROPERTY AND REQUEST OF
FUNDS FROM THE WATER MANAGEMENT LANDS TRUST FUND FOR
ACQUISITION OF SAID PROPERTY

WHEREAS, the Suwannee River Water Management District has been offered lands owned by Container Corporation of America, consisting of approximately 5,007 acres on the Suwannee, Withlacoochee, and Aucilla rivers in Columbia, Suwannee, Madison, and Jefferson counties, Florida for the average price of \$890 per surveyed acre; and

WHEREAS, said lands are located in and adjacent to the floodplains of the Suwannee, Withlacoochee, and Aucilla rivers; the acquisition is consistent with the five-year plan of acquisition filed with the legislature and the Florida Department of Environmental Regulation and is consistent with Section 373.59 of Florida Statutes; and

WHEREAS, said lands are being acquired in fee for water management purposes; and

WHEREAS, it is in the best interest of District to acquire said lands with funds from the water management land trust fund; and

WHEREAS, the funds hereinafter requested will be used only for the acquisition costs of said lands and that the acquisition costs of said lands shall include fees for survey, appraisal, environmental audits, and legal activities necessary for the proper transfer of title to said real property; and

WHEREAS, said lands will be made available for general recreational use, not inconsistent with the water management purposes for which they are being acquired; and

WHEREAS, said lands shall be maintained in an environmentally acceptable manner, and to the extent practical, in such a way as to restore and protect their natural state and condition; and

WHEREAS, should this district subsequently dispose of said lands, all revenues derived therefrom will be used to acquire other lands for water management, water supply and the conservation, and protection of water resources; and

WHEREAS, said lands have been appraised by at least one independent real estate appraiser, and was approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, said lands are not being acquired as right of way for canals or pipelines; and

WHEREAS, funds are currently available in the water management land trust fund to the credit of the Suwannee River Water Management

District for payment of the acquisition costs and associated expenses and fees for said parcel;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

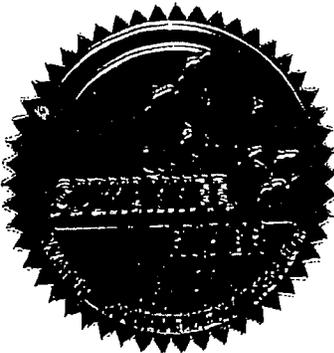
(1) Acquisition of the lands described in the attached option from Container Corporation of America is approved and the Executive Director is authorized to exercise said option on behalf of the District so that the option becomes a binding contract to sell and purchase.

(2) The above statements are hereby certified and declared to be true and correct and the acquisition of said parcel is hereby further certified to be consistent with this District's plan of acquisition and Section 373.59 of Florida Statutes.

(3) District hereby requests the Secretary of the Department of Environmental Regulation to release from the water management lands trust fund to District the sum of approximately \$4,456,230 pending survey documentation of actual acreage plus District's direct acquisition costs at a time subsequently requested and documented by District to Department.

PASSED AND ADOPTED THIS 18th DAY OF August, 1988 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**



Jonathan F. Wershow

JONATHAN F. WERSHOW, CHAIRMAN

MEMBERS OF THE BOARD:

KEVIN CAMPBELL
LYNETTA USHER GRINER
MITZI HENDRICK
DONNY MCALLISTER
ROBERT MORRIS
TOM SAWYER
EARL M. STARNES

ATTEST:

Sam Thompson

SAM THOMPSON - SECRETARY

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-69

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT DECLARING CERTAIN REAL
PROPERTY OWNED BY THE DISTRICT AS SURPLUS

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property (the "DISTRICT PROPERTY") as described in Exhibit "A" attached hereto; and,

WHEREAS, the DISTRICT is authorized to declare its real property surplus under certain provisions of Section 373.089, Florida Statutes; and,

WHEREAS, the DISTRICT hereby determines that the DISTRICT PROPERTY meets the requirements for surplus as set out in Section 373.089, Florida Statutes and declares so herein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. Pursuant to Section 373.089(6), Florida Statutes, the GOVERNING BOARD hereby determines that the DISTRICT PROPERTY is no longer needed for conservation purposes and is therefore declared surplus and may be disposed of as provided by law.
3. The DISTRICT PROPERTY is not located in a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government, thus Section 373.089(5), Florida Statutes does not apply to the disposition of the DISTRICT PROPERTY.

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Passed and adopted on motion, second and an affirmative vote of not less than six (6) of the members of the Governing Board, this _____ day of _____ 20__.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

MEMBERS OF THE BOARD:

DON QUINCEY, CHAIR
ALPHONAS ALEXANDER, VICE CHAIR
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS

ATTEST:

EXHIBIT A

That portion of the West Half (W ½) of Section 22, Township 1 South, Range 11 East, Madison County, Florida, lying north of SE 125th Avenue.

And also:

The West Half (W ½) of Section 15, Township 1 South, Range 11 East, Madison County, Florida, less and except: (a) right of way for US Highway 90, and (b) railroad right of way.

And also:

That portion of the East Half (E ½) of Section 15, Township 1 South, Range 11 East, Madison County, Florida, lying north of railroad right of way and south and west of the right of way for US Highway 90.

And also:

The south 660 feet of the Southwest Quarter (SW ¼) of Section 10, Township 1 South, Range 11 East, Madison County, Florida.

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director of Land Resources

DATE: October 1, 2012

RE: Approval and Execution of Resolution 2012-70, Authorizing the Exchange of District Lands to Damascus Peanut Company, Inc.

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-70:

- **Authorizing the exchange of 670 acres of the Ellaville tract for 585 acres of Damascus Peanut Company Inc. acreage to the Suwannee River Water Management District, and**
- **Authorizing the Chairman and Secretary to execute necessary closing documents.**

BACKGROUND

A public hearing is scheduled for October 9, 2012, to take comments on the proposed exchange of 670 acres of District lands in Madison County for the 585-acre Damascus Peanut Company Parcel in Madison County.

In March 2012 the Governing Board approved detailed assessment for this exchange. As part of the District's effort to exchange property for property with greater water resource values, the Surplus Land Committee consisting of Carl Meece, Ray Curtis and Kevin Brown recommended on July 12, 2012, that staff work toward an exchange of these parcels.

Under the exchange proposal Rich Property & Investment Group, Inc. will exchange 585 deeded acres of the Damsacus Peanut Company parcel to the District. Donald Rich of Rich Property & Investment Group, Inc. has an option to purchase this tract from Damascus Peanut Company. Mr. Rich will exercise his option interest at closing, and the District will take title from Rich Property & Investment Group, Inc. The District will surplus and exchange 670 acres of the Ellaville tract and \$200,000 for the Damsacus Peanut Company parcel.

Florida Statutes 373.089 (4) allows the Governing Board to exchange lands, to fix the terms and conditions and to pay any sum of money necessary to equalize the values of exchanged properties. The District is exchanging 670 acres and \$200,000 for the 585-acre Damascus

Peanut Company lands. Based on the appraisal averages, the District is exchanging its lands for 69% of the average appraised value of Damascus Peanut Company.

Several contingencies are in the contract, including obtaining rezoning of the property from conservation to agriculture, the application and approval of a water use permit by the District, and the District's release of all mineral rights. Mr. Rich has a 90- to 120-day due diligence period to satisfy these items at his expense.

In order to meet the Florida Statute requirement to have an appraisal current to 90 days of sale date, the parcel was reappraised on July 27, 2012, by William Carlton, MAI and Robert Sutte, MAI. If closing does not occur during that 90-day period, update appraisals will be ordered.

No state agency expressed interest to own the property. A notice of intent to sell will be advertised for once each week for three consecutive weeks prior to the sale date in a local Madison County newspaper.

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enclosures
60-12-003

EXCHANGE ASSESSMENT SUMMARY

TRACT: Damascus Peanut Company

SELLER: Rich Property & Investment Group, Inc.

COUNTY: Madison

S-T-R: Sections 33, 34, 35; Township 1S; Range 11E

ACREAGE: 585 acres ±

WATER RESOURCE PROTECTION:

Floodplain:	97% (570 acres)
Surfacewater:	14% (87 acres)
Aquifer Recharge:	None
Springs Protection:	18% (110 acres)

TRACT DESCRIPTION: The tract is predominately natural, mixed pine and hardwood cover type with 90 acres of floodplain forest buffering the Suwannee River. The tract's 1.56 miles of frontage mirrors the east bank of the river of the 1,222-acre Anderson Spring tract. The tract is bordered on three sides by District ownership, all managed as part of Twin Rivers State Forest.

ACCESS: This property is bordered on the west by Southeast 165th Avenue (River Road), a graded road maintained by Madison County.

OUTSTANDING INTERESTS: A Title Insurance Commitment has been issued for the property showing clear and marketable title.

MANAGEMENT ALTERNATIVES: The primary management objective would be to add to the District's floodplain protection lands along the Suwannee River. The tract will be managed as part of Twin Rivers State Forest by the Florida Forest Service. It will also be added into the Twin Rivers Wildlife Management Area for public hunting.

EXCHANGE TERMS: Each property received two appraisals, which received independent review. The average valuation for the Damascus Peanut property was \$2,099,500, and the average valuation of the Ellaville Tract was \$1,451,000. It has been agreed by the owner that the Damascus Peanut property will be equitably exchanged for 670 acres of SRWMD's Ellaville surplus parcel and \$200,000 in boot.

SPRING PROTECTION AND HYDROLOGIC CONDITION ANALYSIS: This exchange supports District core mission with its 1.64 miles of river frontage on the Suwannee River and 97% of its area in the 100-year floodplain. It is bordered on the north and south by the 4,871 acres of District land that is managed as part of Twin Rivers State Forest and Wildlife Management Area. The following analysis outlines the function of the proposed exchange lands in the protection of nearby springs, hydrologic conditions and benefits to water quality of the Suwannee River.

SPRING PROTECTION: The Damascus Peanut property to be acquired by the District lies within a one-half mile spring protection buffer around the 2nd magnitude Anderson Spring. Although a springshed for Anderson has not been defined, uncorroborated mapping by cave divers shows the conduit going west under the river channel toward the Madison bank then branching into two sections which continue traveling inland. The Damascus property is over a

major portion of the Anderson conduit, the Damascus property has a high spring recharge protection potential by the simple virtue of proximity.

The Damascus Peanut property that the District would acquire exhibits numerous drainage features, principally river sloughs. The property is also within the groundwater discharge zone of the Suwannee River. These characteristics directly tie the condition of the exchange property as beneficial to the quality of both surface and ground waters of the Suwannee River.

Anderson Spring is a second-magnitude spring based on three available measurements in the record: 10 cfs in 2007, 11 cfs in 2007 (both taken as part of a drought synoptic), and 15 cfs in 1997 (during a time of low river levels and low-normal Floridan levels). It is not possible to measure this spring unless the river is low, causing a bias in the flow record.

Nitrate levels analyzed in 1997, 1998, and 2000 ranged from 0.72 to 1.39 mg/L in the spring. Levels in the Suwannee River at Ellaville were about half that concentration during the same period.

A springshed for Anderson has not been defined, nor has the cave been mapped for the SRWMD. An unattributed cave map from an online diving resource shows the conduit going under the river channel toward the Madison bank, then branching into two sections which continue traveling inland. The maximum distance mapped is estimated to be not more than 800'.

Given that the Damascus property is over some portion of the Anderson conduit, the Damascus property appears to have a high spring recharge protection potential by the simple virtue of proximity.

**Damascus
Peanut Company
Madison County, FL**

 **SRWMD Boundary**
 **Project Location**



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



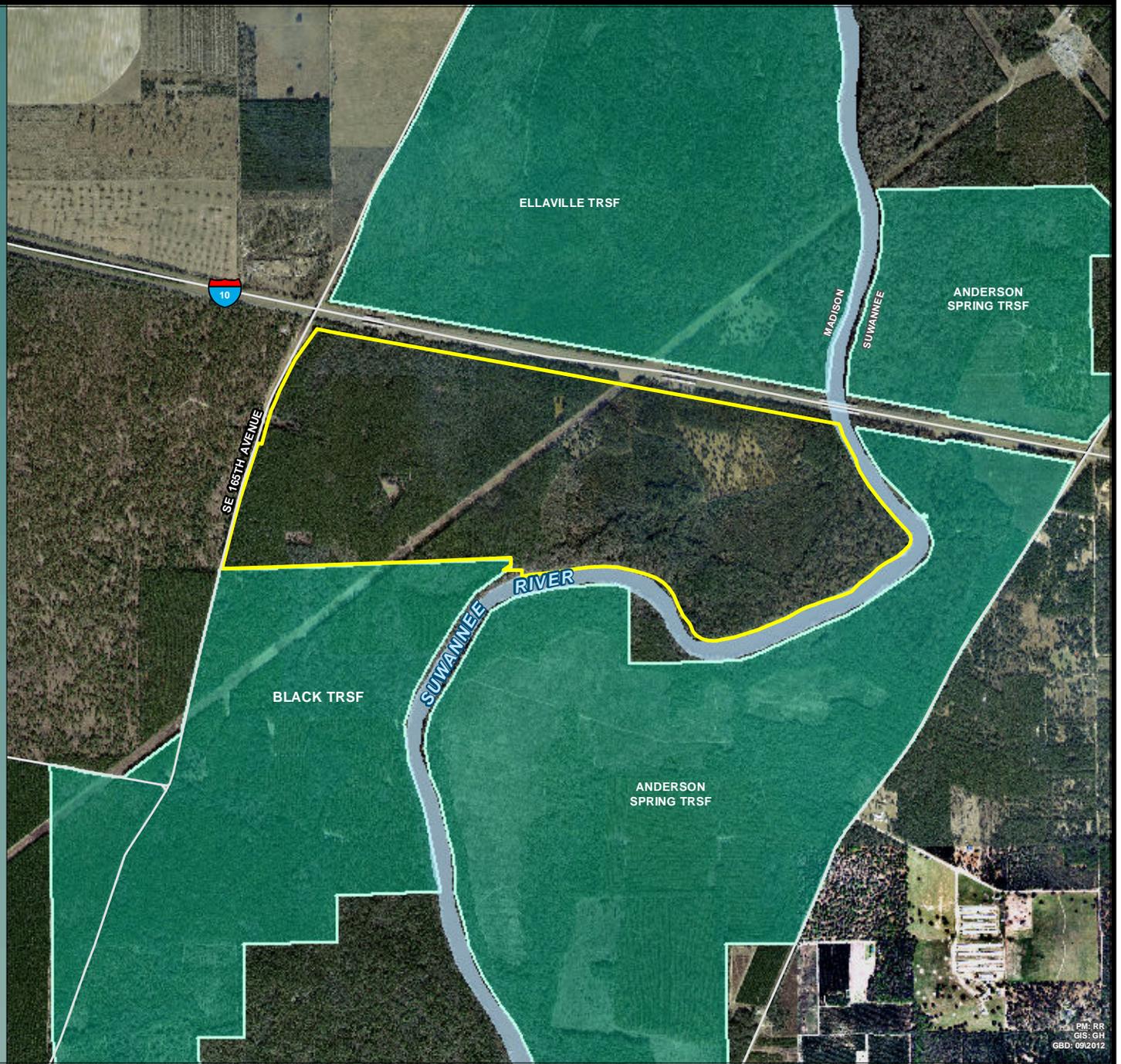
**Damascus Peanut
Company
Madison County
Florida**

**Proposed Exchange
Property Boundary
= 585 Acres**

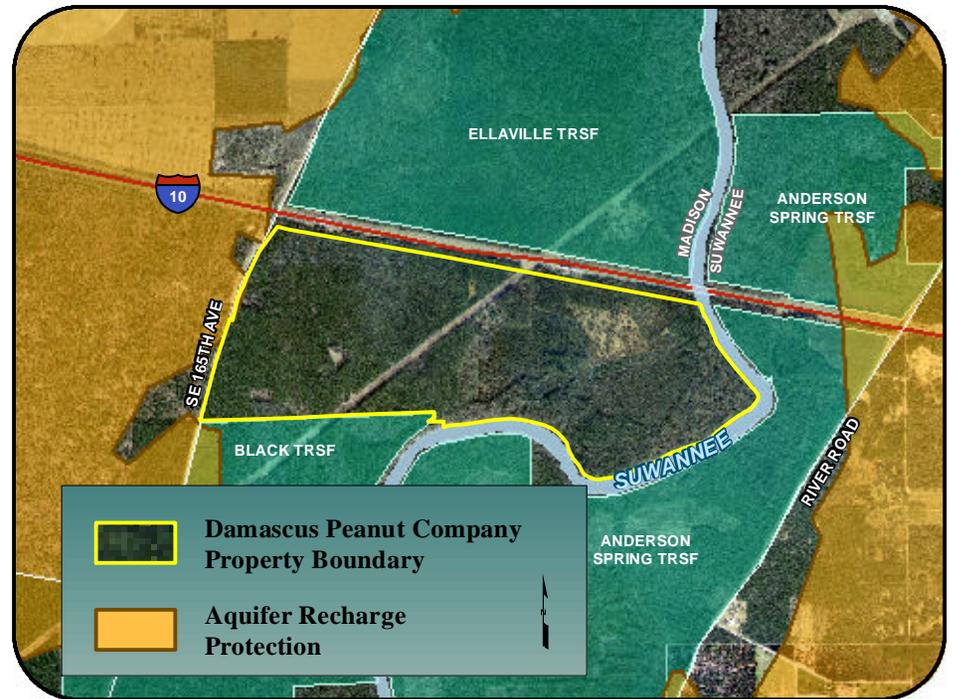
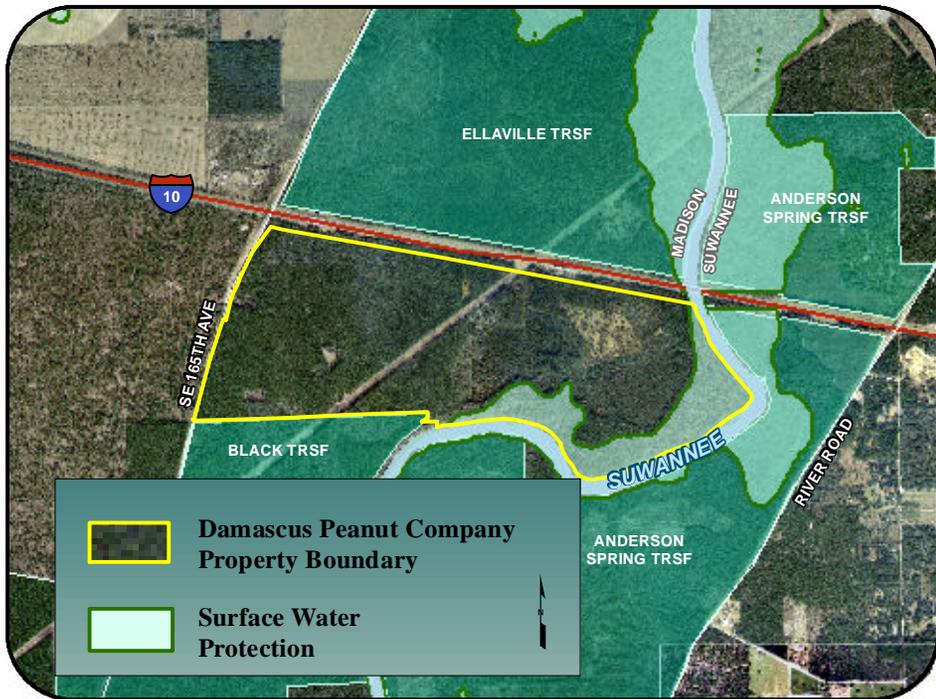
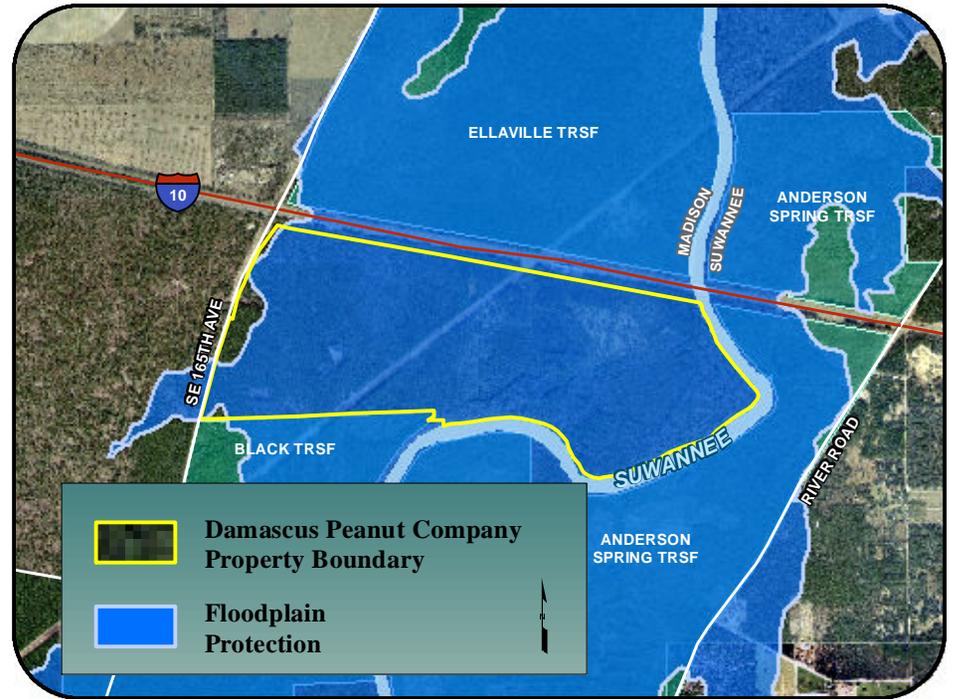
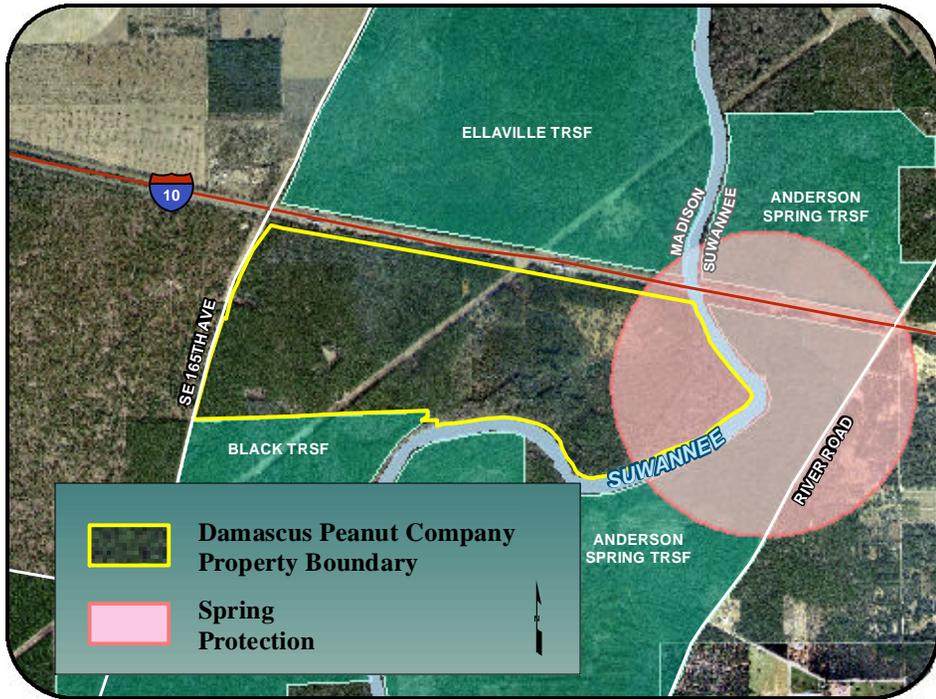
**SRWMD
Fee Land**



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PM: RR
GIS: GH
GBD: 09/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-70

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A CONTRACT FOR
THE EXCHANGE OF DISTRICT LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to exchange real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, F.S. 373.089 (4) allows the Governing Board to exchange lands and to fix the terms and conditions and to pay any sum of money necessary to equalize the values of exchanged properties. The District is exchanging 670 acres and \$200,000 for the 585-acre Damascus Peanut Company lands.

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

WHEREAS, the PROPERTY has been determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:

- A. The selling price set out in the CONTRACT is the highest price obtainable.
 - B. The District will contribute \$200,000 towards the exchange from WMLTF dollars from prior surplus land sales.
 - C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by William B. Carlton, MAI and Robert Sutte MAI of Real Property Analysts and is dated July 27, 2012.
 - D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
- A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
 - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.
 - iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.
5. The proceeds from the transaction contemplated by the CONTRACT shall be used for the exchange of property with greater water resource values.

Passed and adopted on motion, second and an affirmative vote of not less than six members (two-thirds of the total membership) of the Governing Board, this 9th day of October 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

CONTRACT

THIS CONTRACT is made and entered into this 24th day of August 2012, by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes ("DISTRICT"), whose address is 9225 CR 49, Live Oak, Florida 32060; and RICH PROPERTY AND INVESTMENT GROUP, INC., a Georgia corporation ("RICH"), whose address is 3269 Barwick Road, Quitman, Georgia 31643.

WITNESSETH:

WHEREAS, DISTRICT currently owns the property in Sections 15 and 22, Township 1 South, Range 11 East, Madison County, Florida, containing approximately 670 acres, as shown by the cross hatch on the map attached hereto as Exhibit "A" (the "DISTRICT Property"); and

WHEREAS, RICH currently holds an Option to Purchase the property described on attached Exhibit "B" containing approximately 585 acres (the "RICH Property") from its owner, Damascus Peanut Company, a Georgia corporation; and

WHEREAS, DISTRICT and RICH desire to exchange the RICH Property for the DISTRICT Property (the "Exchange"), because the DISTRICT Property would be more useful to RICH than the RICH Property, and the RICH Property has a greater water resource value than does the DISTRICT Property; and

WHEREAS, the value of the RICH Property exceeds the value of the DISTRICT Property; and

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WHEREAS, both parties consider it necessary to equalize the value of the properties to be exchanged by having DISTRICT pay \$200,000.00 to RICH, and

WHEREAS, RICH has the legal right to, and will in fact exercise its Option to Purchase the RICH Property in order to complete the transfer of the RICH Property to DISTRICT as contemplated by this Contract.

NOW THEREFORE, for and in consideration of the covenants of both parties as herein set forth, the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DISTRICT and RICH agree as follows:

1. RECITALS: The above recitals are accurate and are an integral part of this Contract.
2. EFFECTIVE DATE: This Contract shall be executed by the Executive Director of the DISTRICT and by RICH, and then presented to the Governing Board of DISTRICT. The Governing Board of DISTRICT shall then consider the Contract and approve the same if acceptable. This Contract shall not be effective or binding on either party unless and until it is approved by written resolution of the Governing Board of DISTRICT (and the date of such approval shall be the "Effective Date of this Contract").
3. CONVEYANCES OF REAL PROPERTY: DISTRICT will convey the DISTRICT Property to RICH at closing by its customary "Deed of Conveyance to a Private Entity Pursuant to Section 373.099, Florida Statutes", which as required by law contains no warranties of title. DISTRICT has chosen not to reserve the interest in the DISTRICT Property's phosphate, minerals, metals and petroleum which would otherwise be reserved to DISTRICT by the

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operation of Section 270.11, Florida Statutes, and such deed of conveyance from DISTRICT will not contain such reservation. RICH will convey the RICH Property to DISTRICT by general warranty deed, subject to the matters set forth on attached Exhibit "C" (the "RICH Property Title Exceptions").

4. CASH BOOT: DISTRICT will pay cash boot to RICH at closing in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00).

5. EXPENSES TO BE PAID BY DISTRICT: DISTRICT will pay for the following expenses:

- a. Doc stamps on the deed of conveyance for the DISTRICT Property.
- b. Recording fee for the deed of conveyance of the RICH Property.
- c. Title insurance on the DISTRICT Property (using a value of \$1,451,000.00).
- d. Survey of the DISTRICT Property (because a survey is necessary in order to segregate the DISTRICT Property from its parent tract and adequately describe it for conveyance).
- e. Survey of the RICH Property if such is desired by DISTRICT.
- f. Environmental Audit of the RICH Property if such is desired by DISTRICT.
- g. DISTRICT's attorney fees.

6. EXPENSES TO BE PAID BY RICH: RICH shall pay for the following expenses:

- a. Doc stamps on the deed of conveyance for the RICH Property.
- b. Recording fee for the deed of conveyance of the DISTRICT Property.
- c. Title insurance on the RICH Property (using a value of \$1,708,000.00).
- d. Environmental Audit of the DISTRICT Property if such is desired by RICH.

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e. RICH's attorney fees.

7. TAX PRORATIONS: The DISTRICT Property is exempt from ad valorem taxes and special assessments, and therefore ad valorem taxes and special assessments for the DISTRICT Property will not be pro-rated at closing. Ad valorem taxes and special assessments on the RICH Property for the year of Closing shall be pro-rated at Closing, and RICH will pay all unpaid ad valorem taxes and special assessments on the RICH Property for all years prior to the year of Closing.

8. CONTINGENCIES: This Contract is contingent on all of the following contingencies (the "Contingencies") being completed, met and satisfied no later than ninety (90) days after the Effective Date of this Contract, unless waived by RICH:

A. Change in the Madison County's land use designation under the Future Land Use Element of its Comprehensive Plan, for the DISTRICT Property, from "Conservation" to "Agricultural" prior to Closing. RICH is responsible for filing and processing the application for this zoning change, and such shall be at the sole expense of RICH, but DISTRICT will cooperate in requesting this zoning change to the fullest extent permitted by law, including without limitation signing the necessary applications.

B. RICH obtaining a water use permit for the DISTRICT Property from DISTRICT for the volume reasonably necessary for RICH's intended use. RICH is responsible for filing and processing the application for this water use permit, and such shall be at the sole expense of RICH. Notwithstanding anything else contained herein to the contrary, DISTRICT has no obligation to process and analyze this water use permit any differently than it would process and

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analyze any other similar water use permit.

C. Approval by the Florida Department of Environmental Protection (DEP).

In the event all of the Contingencies are not met, completed and satisfied within ninety (90) days after the Effective Date of this Contract, then the period of time to complete and satisfy the Contingencies, and the Closing Date, shall be extended for sixty (60) days. In the event all of the Contingencies are not met, completed and satisfied within this extended sixty (60) days, then the Executive Director of DISTRICT and RICH may agree to further extend the period of time to complete and satisfy the Contingencies, and extend the Closing Date.

9. CLOSING DATE: The closing of this transaction (the "Closing Date" or "Closing") shall take place no later than ninety (90) days after the Effective Date of this Contract, provided all of the Contingencies are met, completed and satisfied, at or through the offices of DISTRICT's attorneys, Davis, Schnitker, Reeves & Browning, P.A., 519 West Base Street, Madison, Florida 32340 ("DSRB"), who shall act as closing agent.

10. TITLE EVIDENCE: No later than thirty (30) days after the Effective Date of this Contract, DSRB will provide a title insurance commitment for the DISTRICT Property to RICH, and a title insurance commitment for the RICH Property to DISTRICT.

A. If the title insurance commitment for the DISTRICT Property reflects someone other than DISTRICT has an ownership interest in the DISTRICT Property, any defects in title to the DISTRICT Property, that any parts of the DISTRICT Property have no legal access, and/or any title exceptions for the DISTRICT Property, that are unacceptable to RICH (the "Title Defects for the DISTRICT Property"), and RICH so notifies DISTRICT in writing no later than forty (40)

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days after the Effective Date of this Contract, then DISTRICT shall have sixty (60) days from the date of such written notification to correct or remove the Title Defects for the DISTRICT Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If DISTRICT is unable or unwilling to correct or remove the Title Defects for the DISTRICT Property no later than ten (10) days before the Extended Closing Date, RICH may either, by written notice to DISTRICT: (a) accept the Title Defects for the DISTRICT Property and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract and thereupon both parties shall be relieved of all further obligations under this Contract. RICH shall be deemed to have waived all objections to all matters shown on such title insurance commitment except for those matters shown on the written notice of objections set out above.

B. If the title insurance commitment for the RICH Property reflects someone other than RICH has an ownership interest in the RICH Property, any defects in title to the RICH Property, that any parts of the RICH Property have no legal access, and/or any title exceptions for the RICH Property (including without limitation the RICH Property Title Exceptions), that are unacceptable to DISTRICT (the "Title Defects for the RICH Property"), and DISTRICT so notifies RICH in writing no later than forty (40) days after the Effective Date of this Contract, then RICH shall have sixty (60) days from the date of such written notification to correct or remove the Title Defects for the RICH Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If RICH is unable or unwilling to correct or remove the Title Defects for the RICH Property no later than ten (10) days before the Extended Closing Date,

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DISTRICT may either, by written notice to RICH: (a) accept the Title Defects for the RICH Property, and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract, and thereupon both parties shall be relieved of all further obligations under this Contract. DISTRICT shall be deemed to have waived all objections to all matters shown on such title insurance commitment except for those matters shown on the written notice of objections set out above.

11. SURVEY:

A. No later than forty five (45) days after the Effective Date of this Contract, DISTRICT may, at DISTRICT's option and expense, have the RICH Property surveyed by a Florida licensed surveyor. If this survey reflects any defects that would adversely affect marketability of the RICH Property (the "Survey Defects for the RICH Property"), and DISTRICT notifies RICH in writing of the Survey Defects for the RICH Property which are unacceptable to DISTRICT no later than fifty (50) days after the Effective Date of this Contract, then RICH shall have sixty (60) days after the date of DISTRICT's written notice to correct or remove the Survey Defects for the RICH Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If RICH is unable or unwilling to correct or remove the Survey Defects for the RICH Property no later than ten (10) days before the Extended Closing Date, DISTRICT may either, by written notice to RICH: (a) accept the Survey Defects for the RICH Property and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract, and thereupon DISTRICT and RICH shall be relieved of all further obligations under this Contract. Within five (5) days after the Effective

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Date of this Contract RICH shall furnish DISTRICT with a copy of all surveys of the RICH Property in RICH's possession. DISTRICT shall be deemed to have waived all objections to all matters shown on such title insurance commitment except for those matters shown on the written notice of objections set out above.

B. No later than forty five (45) days after the Effective Date of this Contract, DISTRICT shall, at DISTRICT's expense, have the DISTRICT Property surveyed by a Florida licensed surveyor. If this survey reflects any defects that would adversely affect marketability of the DISTRICT Property (the "Survey Defects for the DISTRICT Property"), and RICH notifies DISTRICT in writing of the Survey Defects for the DISTRICT Property which are unacceptable to RICH no later than fifty (50) days after the Effective Date of this Contract, then DISTRICT shall have sixty (60) days after the date of RICH's written notice to correct or remove the Survey Defects for the DISTRICT Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If DISTRICT is unable or unwilling to correct or remove the Survey Defects for the DISTRICT Property no later than ten (10) days before the Extended Closing Date, RICH may either, by written notice to DISTRICT: (a) accept the Survey Defects for the DISTRICT Property and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract, and thereupon DISTRICT and RICH shall be relieved of all further obligations under this Contract. Within five (5) days after the Effective Date of this Contract DISTRICT shall furnish RICH with a copy of all surveys of the DISTRICT Property in DISTRICT's possession. RICH shall be deemed to have waived all objections to all matters shown on such title insurance commitment except for those matters

shown on the written notice of objections set out above.

C. The terms of this transaction as set forth in this Contract shall NOT change in the event the survey of the RICH Property reflects that the RICH Property is more or less than 585 acres in size. The terms of this transaction as set forth in this Contract shall NOT change in the event the survey of the DISTRICT Property reflects that the DISTRICT Property is more than 670 acres in size. In the event the survey of the DISTRICT Property reflects that the DISTRICT Property is less than 670 acres in size, then the north line of the DISTRICT Property will be moved north a distance (not in excess of 500 feet) sufficient so that the DISTRICT Property will be 670 acres in size, and such survey shall reflect the new north line.

12. ENVIRONMENTAL MATTERS FOR THE RICH PROPERTY:

A. RICH represents to DISTRICT that: (i) other than in compliance with all applicable environmental laws, rules and regulations, RICH has not disposed of or dumped any hazardous waste or other environmental pollutants onto the RICH Property, and RICH has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the RICH Property, (ii) to the best of RICH's actual information and belief, without inquiry, the RICH Property has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the RICH Property has violated any applicable environmental laws, rules or regulations, (iii) RICH has not received actual notice from any government agency that the RICH Property is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the RICH Property. For purposes of the representations set forth in this paragraph 12.A, knowledge and belief of RICH and receipt

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of notice by RICH is deemed to be that of J. Donald Rich, the CEO of RICH, who is responsible for the RICH Property. Within five (5) days after the Effective Date of this Contract, RICH shall furnish DISTRICT with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the RICH Property (the "Environmental Reports") in RICH's possession.

B. No later than forty five (45) days after the Effective Date of this Contract, DISTRICT may, at DISTRICT's option and expense, have an environmental audit performed on the RICH Property. If the results of such environmental audit or the Environmental Reports furnished to DISTRICT from RICH reveal that any portion of the RICH Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or contains any threatened or endangered species, (the "Environmental Defects for the RICH Property"), and DISTRICT notifies RICH in writing of the Environmental Defects for the RICH Property which are unacceptable to DISTRICT, no later than fifty (50) days after the Effective Date of this Contract, then RICH shall have sixty (60) days after the date of DISTRICT's written notice to correct or remove the Environmental Defects for the RICH Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If RICH is unable or unwilling to correct or remove the Environmental Defects for the RICH Property no later than ten (10) days before the Extended Closing Date, DISTRICT may either, by written notice to RICH: (a) accept the Environmental Defects for the RICH Property and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract, and thereupon DISTRICT

and RICH shall be relieved of all further obligations under this Contract.

13. ENVIRONMENTAL MATTERS FOR THE DISTRICT PROPERTY:

A. DISTRICT represents to RICH that: (i) other than in compliance with all applicable environmental laws, rules and regulations, DISTRICT has not disposed of or dumped any hazardous waste or other environmental pollutants onto the DISTRICT Property, and DISTRICT has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the DISTRICT Property, (ii) to the best of DISTRICT's actual information and belief, without inquiry, the DISTRICT Property has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the DISTRICT Property has violated any applicable environmental laws, rules or regulations, (iii) DISTRICT has not received actual notice from any government agency that the DISTRICT Property is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the DISTRICT Property. For purposes of the representations set forth in this paragraph 13.A, knowledge and belief of DISTRICT and receipt of notice by DISTRICT is deemed to be that of Terry DeMott, an employee of DISTRICT responsible for the DISTRICT Property. Within five (5) days after the Effective Date of this Contract, DISTRICT shall furnish RICH with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the RICH Property (the "Environmental Reports") in DISTRICT's possession.

B. No later than forty five (45) days after the Effective Date of this Contract, RICH may, at RICH's option and expense, have an environmental audit performed on the

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DISTRICT Property. If the results of such environmental audit or the Environmental Reports furnished to RICH from DISTRICT reveal that any portion of the DISTRICT Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or contains any threatened or endangered species, (the "Environmental Defects for the DISTRICT Property"), and RICH notifies DISTRICT in writing of the Environmental Defects for the DISTRICT Property which are unacceptable to RICH, no later than fifty (50) days after the Effective Date of this Contract, then DISTRICT shall have sixty (60) days after the date of RICH's written notice to correct or remove the Environmental Defects for the DISTRICT Property, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If DISTRICT is unable or unwilling to correct or remove the Environmental Defects for the DISTRICT Property no later than ten (10) days before the Extended Closing Date, RICH may either, by written notice to DISTRICT: (a) accept the Environmental Defects for the DISTRICT Property and close this transaction according to the terms of this Contract no later than the Extended Closing Date, or (b) terminate this Contract, and thereupon DISTRICT and RICH shall be relieved of all further obligations under this Contract.

14. DEFAULT: Should either party default on any terms of this Contract, then the non-defaulting party shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure Title Defects, Survey Defects or Environmental Defects), or (b) terminate this Contract, in which event both parties shall be relieved of all further obligations to the other. These are the only remedies available to the parties in the event of default prior to Closing.

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15. BROKERS: No brokers or realtors are involved in this transaction or are entitled to a commission on this transaction. DISTRICT agrees to hold harmless and indemnify RICH for any commission owed to any realtor or broker contacted DISTRICT claiming a commission on this transaction. RICH agrees to hold harmless and indemnify DISTRICT for any commission owed to any realtor or broker contacted by RICH claiming a commission on this transaction. RICH discloses to DISTRICT that RICH has an inactive real estate agent licenses from the state of Georgia, but is not entitled to a commission on this transaction.

16. BINDING EFFECT: This Contract shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.

17. NO ALTERATIONS PRIOR TO CLOSING: DISTRICT will not, prior to Closing, without prior written consent from RICH: (a) cut any timber from the DISTRICT Property or alter the DISTRICT Property, or (b) execute or enter into any contracts, easements, mortgages, leases or other agreements relative to the DISTRICT Property, other than in furtherance of this Contract and transaction. RICH will not, prior to Closing, other than in furtherance of this Contract and transaction, without prior written consent from DISTRICT: (a) cut any timber from the RICH Property or alter the RICH Property, or (b) execute or enter into any contracts, easements, mortgages, leases or other agreements relative to the RICH Property, other than in furtherance of this Contract and transaction.

18. CONDITION OF PROPERTY:

A. Except for the warranties and representations of DISTRICT as specifically set forth in this Contract and in any of the closing documents, DISTRICT is conveying the

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DISTRICT Property "as is, where is", and DISTRICT has not made, does not and has not authorized anyone else to make representations as to the condition of the DISTRICT Property. In the event DISTRICT has provided RICH with copies of reports, studies, audits, appraisals, or other information concerning the DISTRICT Property, DISTRICT does not make any representations or guarantees that the information contained therein is accurate, and it is RICH's obligation to determine and verify the information contained therein.

B. Except for the warranties and representations of RICH as specifically set forth in this Contract and in any of the closing documents, RICH is conveying the RICH Property "as is, where is", and RICH has not made, does not and has not authorized anyone else to make representations as to the condition of the RICH Property. In the event RICH has provided DISTRICT with copies of reports, studies, audits, appraisals, or other information concerning the RICH Property, RICH does not make any representations or guarantees that the information contained therein is accurate, and it is DISTRICT's obligation to determine and verify the information contained therein.

19. CASUALTY LOSS:

A. In the event any portion of the timber located on the DISTRICT Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to Closing, to an extent greater than Twenty Thousand and No/100 (\$20,000.00) Dollars in value, then RICH may either: (a) accept the condition of the DISTRICT Property and close this transaction according to the terms of this Contract, or (b) terminate this Contract, and thereupon both DISTRICT and RICH shall be relieved from all further obligations under this Contract.

B. In the event any portion of the timber located on the RICH Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to Closing, to an extent greater than Twenty Thousand and No/100 (\$20,000.00) Dollars in value, then DISTRICT may either: (a) accept the condition of the RICH Property and close this transaction according to the terms of this Contract, or (b) terminate this Contract, and thereupon both DISTRICT and RICH shall be relieved from all further obligations under this Contract.

20. CONDITION PRECEDENT TO CLOSING: A condition precedent to RICH's obligation to close, is a determination by RICH, to RICH's satisfaction and at RICH's expense, after research and investigation by RICH, that the DISTRICT Property is (or will be after re-zoning of the DISTRICT Property to "Agriculture") exempt from gopher tortoise mitigation under the Florida Fish and Wildlife Commission (FWC) regulations. This condition precedent shall be waived unless RICH sends written notice to DISTRICT that this condition precedent has not been met no later than ninety (90) days after the Effective Date of this Contract.

21. ASSIGNABILITY: Neither party may assign this Contract without the prior written consent of the other party.

22. REQUIRED AD VALOREM TAX DISCLOSURE: Neither party should rely on the other party's current property taxes as the amount of property taxes that the acquiring party may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of property that could result in higher property taxes. If there are any questions concerning valuation, the county property appraiser's office should be contacted for information.

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23. NON-MERGER CLAUSE: The terms of this Contract shall survive Closing.

24. LEGAL REPRESENTATION: The law firm of Davis, Schnitker, Reeves & Browning, P.A. represents only DISTRICT in this transaction, and not RICH. Each party has had equal opportunity, with legal representation, in drafting this Contract, and it shall not be construed against either party.

25. MISCELLANEOUS: This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday. The provisions of this Contract are for the sole and exclusive benefit of the parties hereto, no provision of this Contract will be deemed for the benefit of any other person or entity other than the parties, and no other person or entity other than the parties shall acquire any rights under this Contract. This Contract supersedes all previous agreements between the parties, represents the entire agreement between the parties, and may not be amended or revoked without the written agreement of both parties. Nothing herein shall be deemed a waiver of sovereign immunity by DISTRICT. The parties waive any and all rights to a trial by jury, and agree that any litigation between the parties relative to this Contract and transaction shall instead be tried by a judge alone, without a jury. Venue and jurisdiction for any disputes and/or litigation involving this Contract

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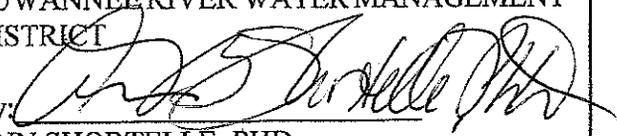
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shall be exclusively in state court in Madison County, Florida. Neither this Contract or any notice of this Contract shall be recorded in the public records of Madison County, Florida.

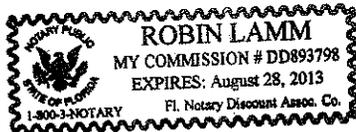
EXECUTED on this _____ day of _____, 2012 by the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT.

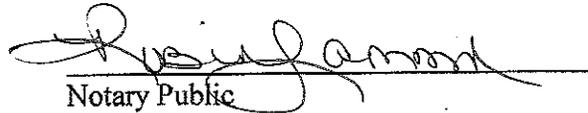
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: 
ANN SHORTELE, PHD.
As its Executive Director

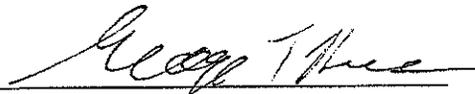
STATE OF FLORIDA
COUNTY OF Suwannee

Acknowledged before me this 23 day of August, 2012, by ANN SHORTELE, PHD, as Executive Director of and on behalf of SUWANNEE RIVER WATER MANAGEMENT DISTRICT, who is personally known to me or who produced _____ as identification.




Notary Public

APPROVED AS TO
FORM AND LEGALITY


GEORGE T. REEVES
Governing Board Counsel

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Madison, Florida
32341

(904) 973-4186

EXECUTED on this 23 day of Aug., 2012 by RICH PROPERTY AND INVESTMENT GROUP, INC.

RICH PROPERTY AND INVESTMENT GROUP, INC.

By: [Signature]
J. DONALD RICH, CEO

STATE OF FLORIDA
COUNTY OF Madison

Acknowledged before me this 23 day of August, 2012, by J. DONALD RICH, as CEO, of and on behalf of RICH PROPERTY AND INVESTMENT GROUP, INC., who is personally known to me or who produced _____ as identification.



DAPHINE PEACOCK
Notary Public, State of Florida
My Comm. Expires Sept. 13, 2014
Commission No. EE 9075

Daphine Peacock
Notary Public

LAW OFFICES OF

Davis, Schnitker, Reeves
& Browning P.A.
P. O. Drawer 652
Madison, Florida
32341

(904) 973-4186

EXHIBIT "B"
The RICH Property

A portion of Sections 33, 34 and 35, Township 1 South, Range 11 East, South of State Road 1-10, West and North of the Suwannee River, Madison County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of Section 33 and run Northerly along the Easterly line of said Section 33, North $00^{\circ}20'17''$ East, 1326.59 feet to a set concrete monument and to the Point of Beginning; thence run South $89^{\circ}21'41''$ West, 1564.18 feet to a found iron rod; thence run North $14^{\circ}08'19''$ East, 602.84 feet to a found iron rod; thence run North $14^{\circ}58'10''$ East, 490.63 feet to a found iron rod; thence run North $16^{\circ}15'11''$ East, 283.53 feet to a found iron rod; thence run North $17^{\circ}43'43''$ East, 746.28 feet to a set iron rod on the Southerly right-of-way line of State Road I-10 overpass; thence run along said right-of-way line South $71^{\circ}06'11''$ East, 60.00 feet to a set iron rod on the Easterly right-of-way line of State Road I-10 overpass; thence run along said right-of-way line North $18^{\circ}53'49''$ East, 211.09 feet to a set iron rod on the Point of Curvature of a curve being concave Southeasterly having a radius of 2486.48 feet, chord bearing and distance of North $23^{\circ}23'27''$ East, 389.63 feet; thence run along the arc of said curve and said Easterly right-of-way line Northeasterly an arc distance of 390.03 feet to a found iron rod and the Point of Tangency; thence run North $27^{\circ}53'04''$ East, 69.46 feet to a point; thence South $62^{\circ}06'56''$ East, 200.00 feet to a point; thence run North $27^{\circ}53'04''$ East 40.00 feet to a point; thence run North $62^{\circ}06'56''$ West, 200.00 feet to a point; thence run North $27^{\circ}53'04''$ East, 380.00 feet to a found iron rod; thence run North $33^{\circ}39'18''$ East, 532.05 feet to a found iron rod on the Southerly right-of-way line of said State Road I-10 (a 400 foot right-of-way as now established); thence run along said Southerly right-of-way line South $79^{\circ}39'28''$ East, 7230.22 feet to a point on the right bank of the Suwannee River; thence run Southerly along and with the meander of said Suwannee River 9012.00 feet more or less to a point, said point having a bearing of South $21^{\circ}45'52''$ East and a distance of 225.31 feet from a concrete monument being on the South line of the North 1/2 of the Southwest 1/4 of Section 34 and which monument is South $89^{\circ}49'20''$ East, 2357.25 feet from the Point of Beginning; thence run North $21^{\circ}45'52''$ West, 33.09 feet to a found concrete monument; thence continue North $21^{\circ}45'52''$ West, 192.22 feet to a found concrete monument; thence run North $89^{\circ}49'20''$ West, 2357.25 feet to the Point of Beginning.

Parcel ID# 33-1S-11-1584-000-000; 34-1S-11-1586-001-000; and 35-1S-11-1588-001-000

EXHIBIT "C"
TITLE EXCEPTIONS FOR THE RICH PROPERTY

1. Easement in favor of Florida Power Corporation recorded in Official Records Book 13, Page 5, Public Records of Madison County, Florida.
2. Easement in favor of Florida Power Corporation recorded in Official Records Book 14, Page 413, Public Records of Madison County, Florida.
3. Easement in favor of Florida Power Corporation recorded in Official Records Book 26, Page 82, Public Records of Madison County, Florida.
4. Mineral Reservation recorded in Official Records Book 48, Page 500, Public Records of Madison County, Florida.
5. Mineral Reservation recorded in Official Records Book 49, Page 510, Public Records of Madison County, Florida.
6. Deed to State of Florida recorded in Official Records Book 52, Page 653, Public Records of Madison County, Florida.
7. Deed to State of Florida recorded in Official Records Book 52, Page 656, Public Records of Madison County, Florida.
8. Deed to State of Florida recorded in Official Records Book 52, Page 659, Public Records of Madison County, Florida.
9. Drainage Easement to State of Florida recorded in Official Records Book 52, Page 661, Public Records of Madison County, Florida.
10. Drainage Easement to State of Florida recorded in Official Records Book 52, Page 663, Public Records of Madison County, Florida.
11. Easement to American Telephone and Telegraph Company recorded in Official Records Book 179, Page 531, together with Amendment recorded in Official Records Book 571, Page 293, Public Records of Madison County, Florida.
12. Easement to American Telephone and Telegraph Company recorded in Official Records Book 181, Page 833, together with Amendment recorded in Official Records Book 571, Page 293, Public Records of Madison County, Florida.
13. Easement to OPM -USA - Inc., a Florida corporation recorded in Official Records Book 464, Page 332, Public Records of Madison County, Florida.

14. Easement to Sprint and Tri-County Electric and OPM - USA - Inc., a Florida corporation recorded in Official Records Book 464, Page 335, Public Records of Madison County, Florida.
15. Florida Property Funds Agreement recorded in Official Records Book 742, Page 7, Public Records of Madison County, Florida.
16. Order of Taking recorded in Official Records Book 974, Page 219, Public Records of Madison County, Florida.

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Division of Land Resources
DATE: September 20, 2012
RE: Conveyance of the Buck Bay Tract, 60-acres in Alachua County

RECOMMENDATION

Staff recommends that the Governing Board:
1) Rescind the prior action of the Board for the Sale of Real Property to William and Faye Gaston and direct Board Counsel to return the binder deposit, and
2) Approve and execute Resolution 2012-71 approving the Contract for the Sale of Real Property with the City of Gainesville.

BACKGROUND

At its August 14, 2012 meeting the Governing Board approved the sale of the 60-acre Buck Bay to William and Fay Gaston based on their offer of \$3,410 per acre, or \$204,600 for 60 acres. A contract for sale was signed by Mr. and Mrs. Gaston and delivered to the District through the Realtor, Doug King.

Staff notified the City of Gainesville, the leaseholder on the property, of the Governing Board's action and the District's intent to cancel the lease. The City Attorney, Nicolle Shalley, responded that the terms of the lease provided the City with a option to purchase and a right of first refusal that would preserve the lease upon a sale to a new owner. This was confirmed by staff and Board Counsel, and Mr. King was notified that the District could not immediately execute the contract with the Gastons.

In subsequent discussions with City staff it was made clear that the City's offer to pay for the property over a 10-year period was unacceptable. The City revised its offer to provide for cash at closing, but initially left out a provision for the District to conduct a timber harvest as had been planned since the beginning of discussions between the parties. After communication with City staff, Ms. Shalley confirmed to Board Counsel that the City would allow the District to complete a timber harvest prior to closing.

The City has agreed to purchase the property, exclusive of the timber, for the appraised value of \$186,000. In July the Governing Board had approved a sale of the timber to Nature Coast Timber, LLC for \$30,179. A timber sale agreement was not executed due to the potential sale to the Gastons. Staff has determined that Nature Coast Timber, LLC, is willing to stand by their bid and will proceed with the timber sale.

gal

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-71

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A CONTRACT FOR
SALE OF SURPLUS DISTRICT LAND TO THE CITY OF
GAINESVILLE

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.056, Florida Statutes, authorizes the DISTRICT to convey real property to other units of government provided certain requirements are met; and,

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
 - A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.056, Florida Statutes.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF THE GOVERNING BOARD, THIS 9TH DAY OF OCTOBER, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

CONTRACT FOR SALE OF REAL PROPERTY

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the BUYER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from contract to contract.)

BUYER shall mean:

Name: City of Gainesville, a Florida municipal corporation
Address: 200 E. University Avenue
Gainesville, Florida 32601
Phone: (352) 334-5015

PURCHASE PRICE shall mean: \$186,000.00.

BINDER shall mean the total sum of: \$500.00

REALTORS shall mean the realtor(s) and/or broker(s) listed below. The REALTORS shall be paid a commission as listed below by the party designated below.

<u>REALTOR</u>	<u>Commi</u>	<u>ssion</u>	<u>Party Paying Commission</u>
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J Jim King Realty, Inc. 315 N. Main Street Chiefland, Florida 32626 (352) 493-2221	6%		DISTRICT
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CLOSING AGENT shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties herein shall continue to act as attorney for the DISTRICT and not the BUYER regarding this transaction.

CLOSING DATE shall mean the date the closing of this transaction shall occur.

CONTRACT shall mean this "Contract for Sale of Real Property".

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed, approved by written resolution of the Governing Board of the DISTRICT and approved by written resolution of the City Commission of the BUYER.

PROPERTY shall mean that certain parcel of real property located in Alachua County, Florida and more particularly described as follows:

CONTRACT FOR SALE OF REAL PROPERTY

TOWNSHIP 8 SOUTH, RANGE 20 EAST

SECTION 31: A sixty acre parcel located in the N 1/2 of said Section 31, more particularly described as follows:

The South 898.00 feet of Government Lot 5 and that portion of the South 898.00 feet of Government Lot 6 lying East of the right of way of State Road 121.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY as follows:
 - 3.1 \$500.00 credit for BINDER already received; and
 - 3.2 \$185,500.00 in cash, at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:	-Preparation of the deed of conveyance.
	-All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
-DISTRICT's	attorneys' fees
	-REALTOR Commission, if any
BUYER shall pay for:	-Charges to record the deed of conveyance
	-Documentary Stamp Tax of the deed of conveyance
	-Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
-Co	sts of environmental audit, if any
	-All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
	-All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years
-BUYER'	s attorneys fees
6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than thirty (30) days after the DISTRICT harvests the timber from the PROPERTY as set forth in Section 16 of this CONTRACT, but in no event shall the closing date be later than April 30, 2013, unless extended by mutual written agreement of the DISTRICT's Executive Director and the BUYER's City Manager.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing.

Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the legal description of the PROPERTY shown herein.

8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and provide a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **ENVIRONMENTAL MATTERS:**
- 9.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
- 9.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
10. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely,

written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.

11. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
12. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
 - 12.1 For a default raised prior to the closing of this transaction:
 - 12.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
 - 12.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
 - 12.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, and (2) the entity who prepared the BUYER's environmental audit, if any.
14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted by the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way after the date DISTRICT executes this CONTRACT. Except that, the DISTRICT retains the right to harvest the timber on the PROPERTY prior to the closing date. Such timber harvest shall be done as follows:

CONTRACT FOR SALE OF REAL PROPERTY

- 16.1 The timber on the PROPERTY has been marked so as to show which trees are to be harvested and which trees shall remain standing on the PROPERTY after harvest. The timber on the PROPERTY shall be cut according to such markings and thereby leave scattered pine and hardwood trees on the PROPERTY.
- 16.2 No large piles of limbs or other debris shall be left on the PROPERTY.
- 16.3 There will be tops and limbs scattered on the PROPERTY along with the pine stumps from harvested trees. Such stumps will be nearly flush with the ground (up to about 4 inches).
- 16.4 No trash shall be left on the PROPERTY.
- 16.5 No substantial rutting from logging equipment shall be left on the PROPERTY.
17. **CASUALTY LOSS**: In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY**: Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
- 18.1 The condition of title to the PROPERTY;
- 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 18.3 The number of acres contained in the PROPERTY;
- 18.4 The environmental condition of the PROPERTY;
- 18.5 The amount and value of the timber on the PROPERTY, if any;
- 18.6 The fitness of the PROPERTY for any particular use;
- 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

CONTRACT FOR SALE OF REAL PROPERTY

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
23. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
24. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
25. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
26. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
27. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
28. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
29. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.

CONTRACT FOR SALE OF REAL PROPERTY

30. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
31. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
32. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
33. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
34. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
35. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

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

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FORM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

36. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
37. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
38. **CONTRACT CONTINGENT ON BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT and the City Commission of the BUYER.

(The remainder of this page was intentionally left blank.)

EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Ann
As

B. Shortelle, Ph.D.
its Executive Director

(The remainder of this page was intentionally left blank.)

EXECUTED on this _____ day of _____, 2012 by BUYER, the
City of Gainesville, a Florida municipal corporation.

CITY

OF GAINESVILLE, FLORIDA

By:

Russ Blackburn, City Manager

(The remainder of this page was intentionally left blank.)

CONTRACT FOR SALE OF REAL PROPERTY

RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on _____, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
George T. Reeves
For the Firm

(The remainder of this page was intentionally left blank.)

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Land Resources Division
DATE: September 20, 2012
RE: Approved Appraiser List and Review Appraiser List for Fiscal Year 2013

RECOMMENDATION

Staff recommends approving the attached list of contractors for appraisal services and appraisal review services during Fiscal Year 2013.

BACKGROUND

To ensure a consistent level of quality in appraisals and appraisal reviews and to reduce administrative costs, the District advertised and accepted Requests for Qualifications (RFQ) from interested appraisers in 2011. As a result, 12 appraisers and 3 review appraisers were selected for services in FY 2012. Procedures allow for qualified appraisers to be re-approved for up to two additional years upon mutual agreement of District and Contractors. Upon Board approval, this list of contractors will receive requests for bids for appraisals during FY 2013.

As the District appraisal projects are defined, the list of qualified appraisers will receive requests for bids (RFB), which include proposed fees for each of the projects. Based on the bids and the nature of the project, Department Directors and their respective staff members will select the firm to conduct the appraisal services.

Mr. Candler continues to be the primary review appraiser. If Mr. Candler should have a conflict of interest for a particular review assignment, the first alternate will be contracted to conduct the review, and so forth with the second alternate.

gal

FISCAL YEAR 2013 APPROVED APPRAISER LIST

Appraiser	Firm	Location
William Carlton	Carlton Appraisal Company	Tallahassee
Craig Clayton	Clayton, Roper & Marshall	Altamont Springs
Richard Hale	Hale & Brannon	Lake City
Clay Ketcham	Ketcham Appraisal Services, Inc.	Tallahassee
James Miller	Southeast Appraisal Group	Satellite Beach
Robert Nolan	The Forestry Company	Perry
Lee Pallardy, III	Lee Pallardy, Inc.	Tampa
John Robinson	Property Valuation & Consulting, Inc.	Winter Garden
Lawrence Saucer	Saucer Valuation	Lake City
Robert Sutte	Real Property Analysts	Winter Park
Tommy Tompkins	Tompkins Appraisal Group	Lake City
Tony Wallace	Natural Resource Planning Service	Gainesville

FISCAL YEAR 2013 APPROVED REVIEW APPRAISER LIST

Appraiser	Firm	Location
Michael Candler	Candler Appraisals Services, Inc.	Lake City
Tommy Tompkins	Tompkins Appraisal Group	Lake City
Charles Rogers	Rogers Appraisal Group	Jacksonville

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Land Resources Division
DATE: September 20, 2012
RE: Approved Surveyor List for Fiscal Year 2013

RECOMMENDATION

Staff recommends approval of the attached list of contractors for surveying services for District projects during Fiscal Year 2013.

BACKGROUND

To ensure a consistent level of quality in boundary, elevation, topographic, engineering, construction and other surveying services; and to reduce administrative costs, the District advertised and accepted Requests for Qualifications (RFQ) from interested surveyors in 2011. As a result, 26 surveying firms were selected for services in FY 2012. Approximately \$4,000 was spent on surveying services this fiscal year.

Procedures allow for qualified surveyors to be re-approved for up to two additional years upon mutual agreement of District and Contractors. Upon Board approval, this list of contractors will receive requests for proposals for surveys during FY 2013.

As District surveying projects are defined, the list of qualified surveyors will receive requests for proposals (RFP), which include proposed fees for each of the projects. Based on the proposals, Department Directors and their respective staff members will select the firm to conduct the surveying services. For projects over \$35,000 this list would be used to shortlist the most qualified firms for negotiation as prescribed in Florida Statutes 287.055.

This process assures that surveying services remain competitive and the qualified firms have the diversity to perform all of the District's surveying needs. The proposed FY 2013 budget includes \$25,000 for surveying services.

gal

FISCAL YEAR 2013 APPROVED SURVEYOR LIST

FIRM	SURVEYOR	LOCATION
AMEC	R. Michael Jones	Newberry, FL
Atkins	J. Vance Carper, Jr.	Tampa, FL
Bartram Trail Surveying	Raymond Paul Sutherland	Green Cove Springs, FL
Caltrop Corp.	Xynthia Rodriguez	Tampa, FL
Casseaux, Hewett, Walpole	Kevin Hewett	Gainesville, FL
CPH Engineers	Thomas J. Galloway	Jacksonville, FL
David L. Goodman Consulting, Inc.	David L. Goodman	Perry, FL
Degrove Surveyors, Inc.	Gordon Niles	Jacksonville, FL
Delta Professional Land Services	Lawrence Dale Rowell	Perry, FL
Donald F. Lee & Associates, Inc.	Donald F. Lee	Lake City, FL
DRMP	Glenn Lusink	Jacksonville, FL
Garver	Chad M. Thurner	Destin, FL
GCY, Inc.	George C. Young	Palm City, FL
George F. Young, Inc.	Michel L. Harbert	Gainesville, FL
J. Sherman Frier & Associates	Timothy B. Alcorn	Live Oak, FL
L. D. Bradley	Richard Jenkins	Jacksonville, FL
Lochrane	William Dees	Orlando, FL
Pardue Land Surveying	Matthew Munksgard	Chiefland, FL
Pickett	John M. Clyatt	Bartow, FL
Poppell Land Surveying, LLC	Walton F. Poppell	Madison, FL
R. E. Holland & Associates	Robert E. Holland	Jacksonville, FL
Robert M. Angas Associates	Thomas J. Smith	Jacksonville, FL
Southeastern	Thomas K. Mead	Chipley, FL
Southeastern Surveying, Inc.	Barbara Herring	Valdosta, GA
Wantham Group, Inc.	Robin Petzold	West Palm Beach, FL
Whidden Surveying & Mapping	Thomas Whidden	West Palm Beach, FL

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Division of Land Resources
DATE: September 20, 2012
RE: Purchase of Rock Aggregate

RECOMMENDATION

Staff recommends the Governing Board authorize staff to purchase rock and fill aggregate on an as needed basis from Department of Transportation (DOT) certified mines near the project sites. Total cost shall not exceed the amount of \$106,000.

BACKGROUND

District procedures specify that limerock and fill material associated with projects such as road construction and maintenance, ditch blocks and culvert installations will be procured on a low quote basis for aggregate. Quotes for material will be documented in written responses from the mines in proximity to the job site. Quotations will also be requested on hauling if that service is provided. Approximately \$70,000 has been spent on rock and fill aggregate products to date in FY 2012.

Transportation costs frequently equal or exceed the cost of the material on a per load basis, so limiting quotes to mines close to the project site will allow the District to purchase the material for the lowest total price (material plus transportation). DOT certification will assure consistent standards and quality control.

Rock purchases will be used for projects related to road building and repair, parking lots and hydrologic restoration. Funding for this expenditure is included in the Fiscal Year 2013 budget.

gal

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Land Resources Division
DATE: September 20, 2012
RE: Contract with Perpetual Contracting, Inc. for Equipment and Operators to Construct and Maintain Hydrologic Improvements and Roads for Fiscal Year 2013

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to excute a contract for equipment and operators to construct and maintain hydrologic improvements and roads with Perpetual Contracting, Inc., for an amount not to exceed \$172,000.

BACKGROUND

On August 9, 2012, staff released Request for Proposals (RFP) 11/12-047 for firms to provide equipment and operators for hydrologic improvements, road construction and maintenance services throughout the District. Three firms responded to the RFP. Proposals were opened on August 28, 2012.

The selection committee of Tim Sagul, Brian Kauffman and Terry Demott met August 30, 2012, to review the proposals. The committee developed the rankings below:

Firm City	
1. Perpetual Contracting, Inc.	Cross City, FL
2. Art Walker Construction, Inc.	Lowell, FL
3. W.W. Engineering, Inc.	Fleming Island, FL

The selection criterion, as noted in the RFP, was to search for the best value to the District amongst the submitted proposals. Proposals were compared on price, firm experience, and demonstrated ability to successfully complete projects of similar size. Ranking was made to select the most cost-effective and qualified firm in the opinion of the District Selection Committee.

The price proposal component of the RFP was determined using equipment hours from the last three years and estimated mobilization costs. Using these hours and the proposed equipment rates and estimated mobilization fees, the total estimated fees of each firm would be:

Firm Estimated	Fee
Perpetual Contracting, Inc.	\$183,998
Art Walker Construction, Inc.	\$186,221
W.W. Engineering, Inc.	\$206,738

Principal for Perpetual Contracting is Craig D. Ganas, and their headquarters is based in Cross City, Florida. Perpetual has been under contract to the District for the past seven years and has provided quality services.

For the FY 2012 contract, Perpetual lowered their fees 5-8% over the previous contract amounts. Perpetual offered their 2012 prices for this proposed contract. Approximately \$191,000 were spent on this type of project during FY 2012. The not to exceed amount for the FY 13 contract is approximately 10% less than that spent in FY 2012.

Funds for this activity are included in the FY 2013 budget.

gal
RFP 11/12-047LM

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director, Land Resources Division

DATE: September 20, 2012

RE: Cooperative Agreement with Florida Fish and Wildlife Conservation Commission for Management of Public Hunting on District Lands

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a Cooperative Agreement with Florida Fish and Wildlife Conservation Commission (FFWCC) for management of public hunting programs on District lands.

BACKGROUND

Since 1985 the District and the FFWCC have worked cooperatively to provide recreational public hunting opportunities on District lands. Together we are offering more than 100,000 acres of public hunting on District lands in 2012.

The proposed agreement intends to bring all 15 public hunting areas together under one agreement with the same terms and replace the 15 old agreements. New hunting areas will simply be added by amending this agreement.

The agreement specifies that FFWCC is responsible for establishing and enforcing laws and rules related to protecting and taking fish and wildlife. FFWCC personnel will post appropriate boundary signs and are responsible for any approved structures it places on the lands. The Commission also produces public information, permits and brochures. The District retains all other responsibilities and is responsible for all other land management activities.

The term is for five years with three automatic five-year extensions unless terminated by the parties.

There is no funding required of the District under this agreement.

gal
Enclosures

**COOPERATIVE AGREEMENT
BETWEEN THE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND THE
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

This Cooperative Agreement (Agreement) is entered into on _____, 20 12, between the Suwannee River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 9225 County Road 49, Live Oak, FL 32060 (District) and the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida, whose mailing address is 620 South Meridian Street, Tallahassee, FL 32399-1600 (Commission or FWC) (collectively "the Parties," each singularly a "Party").

The District is charged in section 373.1391(1)(b), Florida Statutes, whenever practicable, with making its lands open to the general public for recreational uses, including hunting and fishing.

The District is authorized by sections 373.1391 and 373.1401, Florida Statutes, to enter into contracts with state agencies and other entities to provide for the coordinated and cost-effective management of District lands; and

The Commission is an agency of the State of Florida responsible for the regulation, management, protection, and conservation of Florida's fish and wildlife resources; and

The Commission and the District have several individual agreements on certain District lands enabling the Commission to conduct hunting programs, manage wildlife resources, or establish those lands as Wildlife Management Areas (WMAs), Wildlife and Environmental Areas (WEAs) or Public Small Game Hunting Areas (PSGHAs); and

All existing agreements between the District and the Commission concerning the areas listed on the attached Exhibit "A" and mapped on the attached Exhibit "B", are hereby cancelled and replaced by this Agreement, leaving the Parties relationship concerning such areas controlled by only this Agreement. This Agreement shall not be deemed to affect the following agreements between the parties:

- A. FWC Contract No. 92061A - Lease agreement for District land on Andrews WMA
- B. FWC Contract No. 11012 - Management agreement for District land on Fort White WEA
- C. FWC Contract No. 10074 - Agreement for Access across Lafayette Forest WEA to Mallory Swamp WMA
- D. FWC Contract No.98094 - Cooperative agreement enabling funding for:
 - Potential future return of an inter-agency resource management employee position.
 - Existing District payments for enhanced FWC law enforcement patrol

This Agreement and the above listed agreements are the only management agreements which presently exist between the parties.

The Parties wish to establish a comprehensive agreement regarding management of specified District lands for the protection of wildlife and the operation and regulation of compatible public uses related thereto in cooperation with the District. This comprehensive agreement shall be established in addition to the individual agreements listed above and all other WMA agreements between the Parties will be void upon execution of this Agreement.

Accordingly, the parties, in consideration of the premises above and the mutual benefits flowing from each to the other, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for public outdoor recreational hunting and fishing opportunities on specified District lands. The Commission shall manage the lands to protect fish and wildlife, and shall administer programs for public recreational hunting and fishing consistent with this Agreement and Commission rules.
2. **TERM.** The initial term of this Agreement shall commence on the date the last of the Parties has signed this Agreement and continue for five years. Thereafter, this Agreement shall automatically renew for three additional five-year terms unless earlier terminated by either Party as provided for below. Extension of this Agreement beyond 20 years from the commencement date shall require both parties written agreement to do so.
3. **MANAGED AREAS.** The areas initially covered by this Agreement are listed in the attached Exhibit "A" and mapped in the attached Exhibit "B", incorporated herein by this reference. Lands may be added or removed from existing managed areas upon written request and approval by the Parties. New management areas or removal of a management area in its entirety shall be made by written amendment to this Agreement signed by both Parties. Exhibit "A" shall be amended to the list of the managed areas covered by this Agreement and Exhibit "B" shall be amended to include the map location of the area.
4. **COMMISSION RESPONSIBILITIES.** Consistent with the applicable District Land Management Plan, the Commission will, to the best of its ability and to the extent of its lawful authority, help manage and maintain the lands and any facilities supporting public recreational hunting and fishing use in an environmentally acceptable manner and in accordance with good management practices, which shall include, but not be limited to:
 - 4.1 Establishment of rules and regulations for the purposes of protecting and taking fish and wildlife;
 - 4.2 Enforcement of applicable laws and regulations, including periodic patrol and investigation, when necessary;
 - 4.3 Provision of personnel and signs for boundary posting;
 - 4.4 Repair of structures placed on the property by the Commission;
 - 4.5 Provision of public information on hunting and fishing and assistance to recreational hunters and anglers; and

- 4.6 The Commission shall meet annually with the District to develop a proposed work plan for each area listed in Exhibit "A".
5. **DISTRICT RESPONSIBILITIES.** The District is authorized and mandated, pursuant to chapter 373, Florida Statutes, and other legal authorities, to provide for overall management of the lands under this Agreement, including all management not provided by the Commission under this Agreement. Commission management of the lands under this Agreement shall not interfere with or be inconsistent with the District's overall management activities.
6. **ACCESS TO LANDS AND CLOSURE.** The Commission shall have full and free access to the lands under this Agreement for the purposes set forth herein. The District shall take all steps reasonably necessary to provide for such access. The District may close parts or all of the lands under this Agreement during drought, flood, fire, construction or land management activities, or other hazardous condition, and will provide reasonable notice of such closure to the Commission.
7. **ARCHAEOLOGICAL SITES.** Nothing contained herein affects any of the Parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
8. **DISTRICT RESERVATIONS.** The District reserves and exempts from this Agreement:
- 8.1 All other existing uses of the property;
 - 8.2 All other recreational uses outside Commission-established hunting and fishing;
 - 8.3 All land management and maintenance activities exclusive of those related to Commission-established hunting and fishing;
 - 8.4 Management of wild hogs with approval from the Commission; and
 - 8.5 All water management uses. Water management uses take priority over all other uses, including Commission activities.
9. **PROJECT MANAGERS.** Bob Heeke, Sr. Land Resources Manager at 9225 County Road 49, Live Oak, FL 32060, telephone (386) 362-1001 is the District's Project Manager for this Cooperative Agreement. The Project Manager for the Commission is Mike Brooks, at FFWCC, 620 S. Meridian Street, Tallahassee, Florida 32399-1600, telephone (850) 488-3831. The Parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
10. **NOTICES.** All notices, demands, or other communications to the Commission under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:
- Rosa Torres
Florida Fish and Wildlife

Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600

All notices to the District under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Bob Heeke
Land Management Program Manager
Suwannee River Water
Management District
9225 County Road 49
Live Oak, FL 32060

All notices required by this Agreement shall be considered delivered *upon receipt*. Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.

11. **TERMINATION FOR CAUSE.** If either Party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other Party shall have the right to terminate this Agreement by giving written notice of any deficiency. The Party in default shall then have 60 calendar days from receipt of notice to correct the deficiency. If the defaulting Party fails to correct the deficiency within this time, the noticing Party may terminate this Agreement at the expiration of the 60 day time period.

TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement, either in its entirety or as to a specific area, at any time for convenience upon 90 calendar days prior written notice to the other Party. Any such termination shall be effected by delivery to the other Party of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

12. **AUTHORITIES.** It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:
- a. SRWMD, Chapter 373 FS as amended _____; _____; _____.
 - b. FWC: Article IV, Section 9, Florida Constitution.
 - c. FWC: Chapter 379, Florida Statutes
13. **NON-WAIVER OF REGULATORY AUTHORITY.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations.

14. **RECREATIONAL IMMUNITY.** The Parties agree that nothing contained herein shall be construed or interpreted as a waiver of limitations of liability provided in sections 375.251 and 373.1395, Florida Statutes.

ALLOCATION OF RISK. Each Party assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof. The Commission, as a state agency, warrants and represents that it is self-funded for liability insurance with the State of Florida Risk Management System. The Commission shall provide to the District evidence of such insurance upon request. The Commission and the District further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; (3) the consent of the District to be sued; or (4) a waiver of sovereign immunity of either Party beyond the waiver provided in section 768.28, Florida Statutes. In the event the Commission subcontracts any part or all of the work hereunder to a third Party, the Commission shall require each and every subcontractor to identify the District as an additional insured on all insurance policies required by the Commission. Any contract awarded by the Commission shall include a provision whereby the Commission's subcontractor agrees to indemnify, pay on behalf, and hold the District harmless from all damages arising in connection with the Commission's subcontract.

15. **THIRD-PARTY BENEFICIARIES.** This Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of either Party at any time, including after this Agreement expires or is terminated.
16. **DISPUTE RESOLUTION.** In the event a dispute arises that the project managers cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
17. **PUBLIC RECORDS.** The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should either Party assert an exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that Party.
18. **AUDIT.** The Commission shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance under this Agreement. The District or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five years from the date of completing performance

under this Agreement and upon reasonable notice, time and place.

19. **WAIVER.** No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.
20. **CIVIL RIGHTS.** The Commission hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Commission shall take all measures necessary to effect these assurances.
21. **ASSIGNMENT.** The Commission shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the District's prior written consent. Any attempted assignment in violation of this provision shall be void.
22. **SEVERABILITY.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.
23. **WAIVER OF JURY TRIAL.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.
24. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may only be amended by mutual written agreement of the parties.

[signatures on following page]

The parties or their duly authorized representatives have signed this Agreement on the dates below each signature, the last date of which shall be inserted into the first paragraph.

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Ann B. Shortelle, PhD
Executive Director

Date: _____

Approved as to form and legality:

George T. Reeves
Legal Counsel

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Nick Wiley
Executive Director

Date: _____

Approved as to form and legality:

FWC Attorney

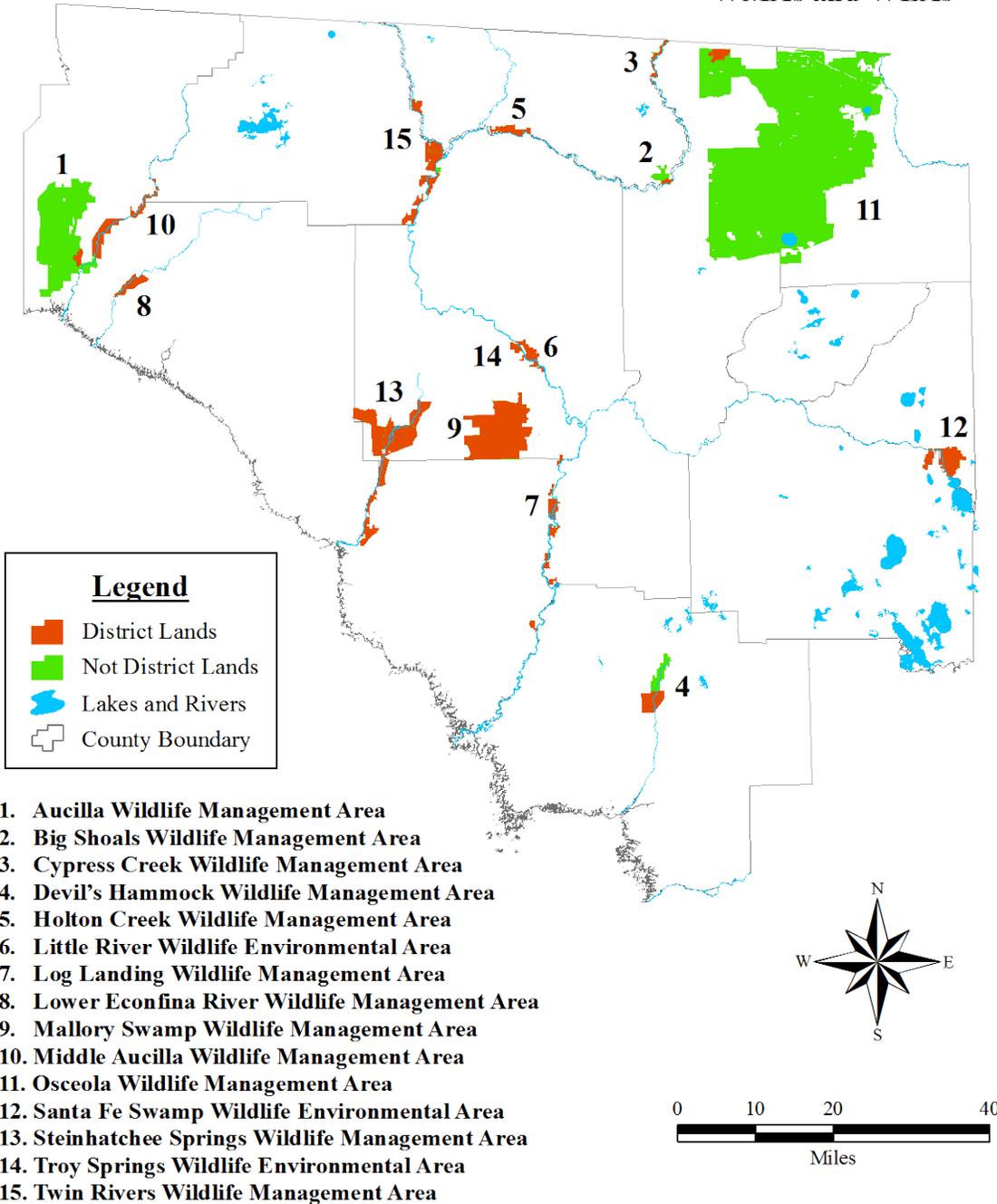
EXHIBIT "A"

District-managed lands to be established as Wildlife Management Areas or Wildlife and Environmental Areas

1. Aucilla Wildlife Management Area
2. Big Shoals Wildlife Management Area
3. Cypress Creek Wildlife Management Area
4. Devil's Hammock Wildlife Management Area
5. Holton Creek Wildlife Management Area
6. Little River Wildlife Management Area
7. Log Landing Wildlife Management Area
8. Lower Econfina River Wildlife Management Area
9. Mallory Swamp Wildlife Management Area
10. Middle Aucilla Wildlife Management Area
11. Osceola Wildlife Management Area
12. Santa Fe Swamp Wildlife and Environmental Area
13. Steinhatchee Springs Wildlife Management Area
14. Troy Springs Wildlife Management Area
15. Twin Rivers Wildlife Management Area

EXHIBIT "B"

**DISTRICT MANAGED
WMAs and WEAs**



MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director, Land Resources Division

DATE: September 27, 2012

RE: Amendment of Agreement for the Management and Operations of R. O. Ranch

RECOMMENDATION

Staff recommends the Governing Board approve and execute an amendment to the Agreement for the Management and Operations of R. O. Ranch.

BACKGROUND

The latest Agreement for the Management and Operations of R. O. Ranch was approved by the Governing Board on November 9, 2011, and by the R. O. Ranch, Inc., Board of Directors on September 6, 2012. The agreement includes provisions specifying the District as the Trustee for the management of the R. O. Ranch endowment.

On September 11, 2012, the the Governing Board approved a trust agreement that named the District as one of three co-trustees. On September 14, the R. O. Ranch Board of Directors considered the agreement, but rejected it due to the provision for a waiver of jury trial.

The R. O. Ranch Board of Directors met on September 25, 2012, and approved a trust agreement that does not include the District as a trustee. This creates a conflict with the Agreement for the Management and Operations of R. O. Ranch. Board Counsel has prepared the attached language to remedy that situation. Staff recommends the approval and execution of an amendment to the Agreement for the Management and Operations of R. O. Ranch that incorporates the proposed language.

gal

13. **THE R.O. RANCH EQUESTRIAN PARK ENDOWMENT FUND.** By agreement of the parties and as provided in the DISTRICT Governing Board's Resolution No. 2006-19, dated July 11, 2006, the "R.O. Ranch Equestrian Park Endowment Fund" (previously referred to as the "R.O. Ranch Equestrian Center Endowment Fund") was created and is governed as follows:

13.1 HISTORY.

13.1.1 In 2006, R.O. RANCH sold to the DISTRICT a portion of the Property by virtue of that certain deed recorded in the public records of Lafayette County, Florida on July 27, 2006 at O.R. Book 244, page 167.

13.1.2 The above referenced sale proceeds due to R.O. RANCH from such sale were \$3,487,021.48.

13.1.3 All such sale proceeds were retained by the DISTRICT and have been held by the DISTRICT in a separate sub-account of the DISTRICT's account with the Florida State Board of Administration where such proceeds have accrued interest.

13.1.5 All such sales proceeds and the interest accrued thereon have become and now constitute the R.O. Ranch Equestrian Park Endowment Fund.

13.1.6 The DISTRICT has made no distributions from the R.O. Ranch Equestrian Park Endowment Fund to any person or entity except as agreed to by R.O. RANCH.

13.1.7 As of September 30, 2011, the R.O. Ranch Equestrian Park Endowment Fund properly contained \$3,846,749.82.

13.2 DISPOSITION OF THE R.O. RANCH EQUESTRIAN PARK ENDOWMENT FUND. Prior to the execution of this Agreement, the entire R.O. Ranch Equestrian Park Endowment Fund was transferred to the R.O. RANCH. The DISTRICT shall no longer have any responsibility for or control of the R.O. Ranch Equestrian Park Endowment Fund.

~~13.2 CONTROL OVER THE R.O. RANCH EQUESTRIAN PARK ENDOWMENT FUND. As part of this Agreement, the parties agree that the DISTRICT shall, as soon as practical, transfer the R.O. Ranch Equestrian Park Endowment Fund to an account separate from the DISTRICT's other accounts, to be agreed between the parties, created for the purpose of holding the same by the DISTRICT, as trustee, for the benefit of R.O. RANCH, the beneficiary. The funds in the R.O. Ranch Equestrian Park Endowment Fund may be used only for the purpose of operating, managing and maintaining the Property as provided in this Agreement and R.O. RANCH's approved budget.~~

~~13.3 SPENDTHRIFT TRUST. Notwithstanding anything else herein to the contrary, the interest of R.O. RANCH in the principal or income of the R.O. Ranch Equestrian Park Endowment Fund shall not be subject to the claims of any creditor, or others, or to legal process, and may not be voluntarily or involuntarily~~

~~alienated or encumbered. This provision shall not limit the exercise of any power of appointment.~~

~~13.4 DISPOSITION OF THE R.O. RANCH EQUESTRIAN PARK ENDOWMENT FUND UPON TERMINATION OF THIS AGREEMENT. Should this Agreement be terminated for any reason, the DISTRICT shall, within 30 days thereafter, disburse the entire R.O. Ranch Equestrian Park Endowment Fund to R.O. RANCH or, upon the agreement of the parties, execute any documents necessary to make any other person or entity the trustee thereof.~~

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director, Land Resources Division

DATE: September 20, 2012

RE: Activity Report, Real Estate

The attached reports summarize the status of surplus activities, conservation easement reviews and acquisitions for the preceding month. Staff will be prepared to address any tracts of particular interest the Board may wish to discuss at the October 9, 2012 Governing Board meeting.

gal
007-0003

SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Bay Creek North	24	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee entire tract \$60,720	
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000	
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	Pending negotiations with Hamilton County
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 Conservation Easement (3 parcels) \$243,100	
Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 conservation easement \$97,020	
Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780	
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	
Woods Ferry	29	Suwannee	12/1988	WMLTF	8/18/2011	11/10/2011	Fee entire tract \$71,830	Offer received from Boggess
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	
Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/2012			

SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	
Buck Bay	60	Alachua	12/15/1999	P2000	3/1/2012	3/15/2012		Governing Board approved sale to Gaston
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Discussions continuing with Columbia Co.
Cabbage Grove	30	Taylor	09/2001	WMLTF				

WMLTF=Water Management Lands Trust Fund; P2000=Preservation 2000; FF= Florida Forever Trust Fund

STATUS OF EXCHANGES

Tract Name	Acres	County	Acquired Date	Funding Source	Proposal	Status
Ellaville Exchange for Damascus Peanut Company	670	Madison	5/1998	WMLTF	Proposed as Exchange	An agreement has been reached for final Governing Board action September 2012.
Lamont/Mt. Gilead for Aucilla Land Partners Conservation Easement	114	Madison and Jefferson	9/1998	WMLTF	Proposed as Conservation Easement Exchange	Title Review, timber and conservation easement valuation are in progress.

ACQUISITION

OWNER	PROJECT NAME	ACRES	COUNTY	COMMENTS
Azure Properties	McAlpin Landing Addition	220	Hamilton	Offer authorization submitted to management.
Nyman, George & Sharon	Suwannee River Oaks CE	312	Gilchrist	Easement document and title review are in progress. Conservation Easement being drafted by legal.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Mann, Jack & Loy Ann	Manatee Springs Addition	FDOT Mitigation Escrow	590	5/29/2003	Levy	Recreation, Forestry	8/2012	Maintained primarily for hunting. Advised that slash pine plantations need thinning.
Meeks, David & Sarah	Manatee Springs Addition	FDOT Mitigation Escrow	370	5/29/2003	Levy	Recreation, Forestry	8/2012	Slash pine plantations have been thinned this year. In compliance with CE.
Jackson, Kevin and Patrice	Jackson	Florida Forever Bonds	171	6/23/2010	Lafayette	Agriculture, Forestry	8/2012	Planted in peanuts this year. No irrigation used. Harvesting pine straw.
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	Save Our Rivers	1,038	5/12/2006	Columbia	Forestry, Recreation	8/2012	Flood damage occurred on fencing. Forests remain well maintained.
Plum Creek Timberlands	Waccassa Gulf Hammock	P-2000 Bonds	21,300	12/15/2000	Levy	Forestry, Recreation	7/2012	Slash pine continues to be managed with wetlands untouched. Bill Schlitzkus is new manager.
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	Florida Forever Bonds	4,588	8/31/2002	Levy	Forestry, Recreation	7/2012	Continues to be managed for slash pine rotation. Preserved area remains as is.
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	Florida Forever Bonds	12,797	3/28/2002	Levy	Forestry, Recreation	7/2012	Continues to be managed for slash pine. Preserved wetland areas remain.
Red Hills Land Company	Foster	Florida Forever Bonds	163	3/25/2002	Jefferson	Forestry, Recreation	7/2012	No changes in easement since purchase.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Strickland Field, L.P.	Strickland Field	P-2000 Bonds	3,822	7/7/2000	Dixie	Forestry	7/2012	New 10-year land management plan.
Davidson, Dr. C. Linden	Davidson	P-2000 Bonds	225	4/18/2002	Jefferson	Forestry, Recreation	6/2012	CE property unchanged since purchase. Food plots, fences and gates are well maintained.
Plum Creek Timberlands	Gainesville Wellfield	P-2000 Bonds	3,084	12/15/1999	Alachua	Forestry, Recreation	5/2012	This property is primarily used for forestry activities. Gainesville Regional Utility has wells and maintained roads. Wetlands are intact.
Newberry, City of	Newberry Wellfield	P-2000 Bonds	40	2/21/2001	Alachua	Recreation	5/2012	Remains in use for sports.
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	Save Our Rivers	164	2/12/2002	Jefferson	Agriculture, Forestry	4/2012	No variation in land use. Remains in full compliance.
Geraldine Livingston Foundation	Dixie Plantation	P-2000 Bonds	8,902	2/18/1999	Jefferson	Forestry, Recreation	4/2012	Continues to be used for timber and hunting. Longleaf pine planted each year and prescribed fire used.
Zellwin Farms, Inc.	Jennings Bluff	Save Our Rivers	362	2/1/1989	Hamilton	Recreation	4/2012	Maintained as originally agreed.
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	P-2000 Bonds	550	5/7/1997 and 1/2/1996	Suwannee	Recreation	3/2012	All areas are for recreation purposes only. Boys Ranch personnel repainted the entire perimeter this year. Horseback riding by Ranch residents remains a major use.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Harrell, Curtis and Matthew	Falmouth Addition	P-2000 Bonds	912	10/6/1999	Suwannee	Agriculture, Recreation	3/2012	Fields are in hay production on date of inspection. Preserved areas remain as is. No encroachment. Cabins are in place.
Moore, Madeline	Moore	Florida Forever Bonds	115	12/23/2002	Jefferson	Forestry, Recreation	3/2012	CE remains in compliance, with wetlands preserved.
Sanders, Thomas and Sylvia	Mill Creek	P-2000 Bonds	339	12/6/2000	Hamilton	Recreation, Agriculture	3/2012	Members of the Sanders family are primarily hunters, but keep the property well maintained. No cattle this year.
Sheppard, Derwood and Susan	Manatee Springs Addition	Florida Forever Bonds	120	2/8/2008	Levy	Recreation	3/2012	No change. Owner says it was used very little in the last year.
Champion, Roger and Donna	Mount Gilead	Florida Forever Bonds	180	8/19/2009	Madison	Forestry, Recreation	2/2012	Continues to be maintained primarily for hunting.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	640	12/30/2009	Columbia	Recreation, Forestry	2/2012	Continues to be used primarily for quail hunting. Only a few selected trees are harvested.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	5,710	12/30/2009	Suwannee	Recreation, Forestry	2/2012	Preserved areas remain intact. No additional building has occurred this year. Some illegal dumping was found.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Loncala, Inc.	Monteocha Creek	Save Our Rivers	951	11/30/2001	Alachua	Forestry, Recreation	2/2012	Four ages of slash pine. Good management plan. No harvesting planned in next 12 months.
Loncala, Inc.	Loncala Gilchrist	P-2000 Bonds	913	8/31/1999	Gilchrist	Forestry, Recreation	2/2012	Property remains as agreed to in CE. Loncala intensely manages pine plantations with hunting leases.
Platt, Cody and Carol	Aucilla Addition	P-2000 Bonds	274	12/29/1999	Jefferson	Forestry, Recreation	2/2012	New owners are well aware of CE terms. Have completed residence. Plan to mark boundaries and fire lines.
Santa Fe River Hammock, L.L.C.	Santa Fe River Hammock	P2000 - Sandlin Bay VFI Resale	167	1/31/2011	Bradford	Forestry, Recreation	2/2012	This is a new CE this year with a management plan in place.
Feagle, Ronald and Dorothy	Bonnet Lake	Florida Forever Bonds	433	1/27/2010	Columbia	Recreation, Forestry	1/2012	Longleaf pine planted and preserved area remains as is with hunting only.
The Campbell Group	California Swamp	Save Our Rivers and P-2000 Bonds	32,134	10/1/2001	Dixie	Forestry, Recreation	1/2012	Remains managed for pine timber and hunting with updated management plan. Wetlands undisturbed.
Bailey Brothers, Inc.	Bailey Brothers	P-2000 Bonds	16,522	8/24/2000	Dixie	Forestry, Recreation	12/2011	Used for forestry, hunting and cattle. Remains as agreed. Feral hog population is declining.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Layman, Chris & Kristine	Walker Springs	Florida Forever	167	12/30/2011	Jefferson	Forestry, Recreation	12/2011	Most recent CE purchase. Current management and forestry plan in place.
Ragans, Hoyt & Betty Jo	Ragans Jefferson	Florida Forever Bonds	169	12/28/2007	Jefferson	Forestry, Recreation	12/2011	Preserved areas remain as agreed in CE. Slash pine plantations remain well managed.
Ragans, Hoyt & Betty Jo	Ragans Madison	Florida Forever Bonds	585	12/28/2007	Madison	Forestry, Recreation	12/2011	No variations to agreement were noted. The property is well secured.
Tisdale, Robert	Manatee Springs Addition	Florida Forever Bonds	83	11/16/2007	Levy	Recreation	12/2011	No change. Used for hunting only.
Hale, Martha and Carter, Russell	Russell Carter	Florida Forever Bonds	585	9/28/2007	Columbia	Forestry, Recreation	11/2011	362 acres of pre-merchantable slash pine still with PCA. Wetlands remain intact. No changes.
Hinson's Broward Properties, Inc.	Hinson	Florida Forever	647	9/28/2007	Columbia	Forestry, Recreation	11/2011	314 acres of slash pine remain with PCA until 2022. New owners remain in full compliance with CE.
Loncala, Inc.	Loncala Hamilton	P-2000 Bonds	1,141	8/31/1999	Hamilton	Forestry, Recreation	11/2011	Forestry BMP survey was 100% in compliance. Remains in slash pine rotation. Wetlands preserved.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
McEnany, Michael and Leanne	McEnany	Florida Forever Bonds	1,104	11/16/2007	Levy	Recreation, Forestry	11/2011	Property remains as agreed. Some culverts and water management recommended.
Usher Family Trust	Manatee Springs Addit.	Florida Forever Bonds	2,022	8/17/2004	Levy	Forestry, Recreation	10/2011	Upland slash pine plantations are being clearcut for another rotation. Small area of cogon grass.
Drummond, Graham Luther	Manatee Springs Addition	FDOT Mitigation and Florida Forever	543	5/29/2003	Levy	Recreation, Forestry	8/2011	Longleaf pine and sawtooth oak growing well. Roads are well maintained for hunting.
Suwannee River Development, L.L.C.	Ace Ranch	Florida Forever Bonds	681	9/16/2010	Lafayette	Agriculture, Forestry	7/2011	Planted in peanuts with no irrigation used. Wetlands remain as is.

PCA = Packaging Corporation of America, CE = Conservation Easement

MEMORANDUM

TO: Governing Board
 FROM: Charles H. Houder III, Director, Land Resources Division
 DATE: September 20, 2012
 SUBJECT: Land Management Activity Report
 NATURAL RESOURCE MANAGEMENT

Timber Sales

The table below shows the status of licenses to cut timber:

Contract #	Timber Sale Name	Oversight	Estimated Pine Tons	Harvest Completion
11/12-051	Black Tract #3	FFS/TRSF	6,924	0%
11/12-128	Blue Sink #2	Staff	2,644	0%
11/12-052	Goose Pasture #1	Staff	6,837	20%
11/12-124	Goose Pasture #2	Staff	5,203	0%
11/12-054	Steinhatchee Springs #9	Staff	14,100	0%
11/12-094	Steinhatchee Springs #10	Staff	4,828	25%
11/12-095	Black Tract #4	FFS/TRSF	5,746	100%

Pine Straw Harvest

District staff requested bids for a pine straw harvest on the District-managed Troy Spring Addition tract. The sale was located on a 75-acre slash pine plantation. No bids were received. The sale will not be re-posted at this time.

Rare Species Monitoring

During the weeks of August 13 – September 14, 2012, District staff monitored two tracts for presence of cardinal flower (*Lobelia cardinalis*; *Threatened*); none of the populations were observed during monitoring. Cardinal flower habitat is located along the banks of spring run streams. During FY12 surveys it was apparent that this habitat type in the survey area had experienced extended flooding and above normal flow velocity after above-average summer precipitation. These abnormal conditions likely delayed or prevented flowering.

Non-native, Invasive Weed Monitoring and Control

Of the 53 invasive weed infestations monitored, living weeds were observed at 32 sites; 30 of these infestations were treated with chemical herbicides. The majority of the infestations were Chinaberry. Table 1 shows non-native, invasive weeds monitored and treated from August 13 through September 14, 2012 on lands managed by the District.

<u>No Infestations</u>	<u>Weed Name</u>	<u>Tract</u>	<u>Acres*</u>	<u>Observed</u>	<u>Treated</u>
1	Camphor Tree	Hunter Creek	0.29	No	
1		Santa Fe Swamp	0.44	Yes	Yes
	Total acres Camphor Tree treated		0.44		

<u>No Infestations</u>	<u>Weed Name</u>	<u>Tract</u>	<u>Acres*</u>	<u>Observed</u>	<u>Treated</u>	
1	Chinaberry	Bell Springs	0.03	Yes	Yes	
2		Boston Farms	14.09	Yes	Yes	
1		Falling Creek Falls	0.22	Yes	Yes	
1		Mud Swamp	0.09	Yes	Yes	
1		Santa Fe River Ranch	1.53	Yes	Yes	
1		Seven Bridges	0.01	Yes	Yes	
1		Sugar Creek	0.21	No		
		Total acres Chinaberry treated		15.98		
1	Chinese Privet	Hunter Creek	0.09	No		
1	Chinese Tallow	Santa Fe Swamp	0.44	Yes	Yes	
1		Seven Bridges	0.84	Yes	Yes	
1		Sugar Creek	0.11	No		
1		Suwannee Springs	1.35	No		
	Total acres Chinese Tallow treated		1.29			
1	Chinese Wisteria	Sugar Creek	4.01	Yes	No	
1		Suwannee Springs	2.52	Yes	No	
1	Cogongrass	Jones Mill Creek	0.16	Yes	Yes	
	Total acres Cogongrass treated		0.16			
1	English Ivy	Bell Springs	0.14	No		
1	English Ivy	Suwannee Springs	0.13	No		
1	Golden Bamboo	Withlacoochee Quail Farms	0.01	Yes	Yes	
	Total acres Golden Bamboo treated		0.01			
1	Japanese Climbing Fern	Boston Farms	0.01	Yes	Yes	
2		Falling Creek Falls		0.24	No	
1				0.01	Yes	Yes
1		Gar Pond		0.02	No	
1		Jerry Branch		2.47	Yes	Yes
1		Leonhardt		0.02	No	
2				2.42	Yes	Yes
1		Santa Fe River Ranch		0.00	Yes	Yes
1		Santa Fe Swamp		0.27	Yes	Yes
1		Sugar Creek		0.10	Yes	Yes
1		Suwannee Springs		1.35	No	
1		Fort White Wellfield		0.16	Yes	Yes
		Total acres Japanese Climbing Fern treated		5.44		
1	Japanese Honeysuckle	Suwannee Springs	1.35	No		
1	Mimosa	Big Pine	0.24	Yes	Yes	
2	Mimosa	Blue Sink	0.01	No		
1	Mimosa	Falling Creek Falls	0.18	No		
2	Mimosa	Gar Pond	0.34	Yes	Yes	
1	Mimosa	Hunter Creek	0.53	Yes	Yes	
1	Mimosa	Leonhardt	5.89	No		
1	Mimosa	Little Shoals	0.19	No		
1	Mimosa	Mud Swamp	0.51	Yes	Yes	

<u>No Infestations</u>	<u>Weed Name</u>	<u>Tract</u>	<u>Acres*</u>	<u>Observed</u>	<u>Treated</u>
1	Mimosa	Sugar Creek	0.06	No	
2	Mimosa		0.05	Yes	Yes
1	Mimosa	Suwannee Springs	0.08	Yes	Yes
	Total acres Mimosa treated		1.96		
1	Nandina	Bell Springs	0.02	No	
1	Nandina	Hunter Creek	0.26	Yes	Yes
	Total acres Nandina treated		0.26		
1	Princess Tree	Goose Pasture	0.20	No	
53	Total number and acreage non-native weeds monitored		43.89		
30	Total number and acreage of non-native weeds treated		25.54		

* The acreage listed is the monitored area, not the treatment area. Infested acres are monitored for three years to ensure elimination of the infestation; during this period the spatial extent of the infestation may grow but not shrink. When no infestation is observed after three years of monitoring the spatial extent stored in the District's GIS geodatabase may be modified to represent the current spatial extent.

The contractor, Woods and Wetlands, Inc., began treating non-native, invasive weeds at the Santa Fe Swamp Tract on September 10. The scope of work for this project is to mulch all bamboo and large diameter Chinese Tallow trees within the 22-acre project area. All non-native species, which also include Japanese Climbing Fern, will be treated with chemical herbicides. At the time of this writing, the project is planned to be completed before September 15.

Prescribed Fire

Summary Table FY 2012

	2012 Target Acres	Acres Complete
SRWMD	14,000	6,048
FFS TRSF	2,000	1,264
TOTAL	16,000	7,312

Contractors conducting prescribed burns on District lands this year include Wildlands Fire Services (WFS) and B&B Dugger Inc. (B&BD). Also included are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). The Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

2012 Activity Table (8/11 - 9/30)

TRACT	COUNTY					Total Acres	Total Wildfire Acres
		WFS	B&BD	FFS COOP	FFS TRSF		
Steinhatchee Springs	Lafayette	205				205	
Mattair Springs	Suwannee	92				92	
<i>Sub-total for Period</i>		297	0	0	0	297	0
<i>Previous Acres Burned</i>		5,751	0	0	1,264	7,015	450
Total Acres		6,048	0	0	1,264	7,312	450

During the final reporting period of the 2012 burn season, prescribed burn managers completed approximately 300 additional acres to finish out the fiscal year.

The acreage burned in 2012 was considerably lower than original fiscal year targets. The main reason for this shortfall was due to extreme shifts in weather conditions throughout the year. At the beginning of 2012 the region was in a significant drought which coincided with many successive weeks of volatile or unsafe burning conditions. During this dry period two wildfires occurred on the Mallory Swamp tract and burned approximately 450 acres. Because of persistent dry conditions and the ignition of duff (organic) soils, these fires were not declared out for several months. Starting in May, conditions switched dramatically with the onset of tropical storms Beryl and Debby. This precipitation provided relief from the drought and improved burning conditions throughout most of the District. However, in Mallory Swamp, which comprises approximately 25% – 30% of the total annual target acreage, burning conditions switched from being too dry to too wet almost overnight. Because of this rapid switch in conditions, no prescribed burning was conducted on this tract in 2012.

With the increased soil moisture levels throughout the District, prospects for the 2013 burn season are looking favorable. Burn managers will try to take advantage of these favorable conditions when they begin conducting fiscal year 2013 dormant season burns starting in late October or November.

FACILITY MANAGEMENT

Road Construction and Improvements

The following projects were completed during FY2012:

- Administration Roads: 11,591 ft
- Seasonal Roads: 33,930 ft
- Public Roads: 73,538 ft
- Firelines: 803 ft
- New Roads: 5,019 ft
- Ditch Block Improvements: 4
- Low Water Crossings Constructed: 2
- Culverts Installed: 1
- Recreational Facilities Improved: 3

PUBLIC RECREATION SERVICES

The 47 Bridge Tract is closed due to flooding and the Steinhatchee Springs, Steinhatchee Rise and Steinhatchee Falls tracts have areas that are closed. The Steinhatchee River Basin is so saturated with water that minor amounts of rainfall could cause the river to flood access point to the river, especially Steinhatchee Falls.

A total of 39 Special Use Authorizations were issued during the month of August: 34 for recreation, 3 temporary ingress and egress and 2 for camping at Goose Pasture.

gal
008-00025

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Division Director, Water Supply

DATE: September 20, 2012

RE: Approval of 2013 Priority List for Establishment of Minimum Flows and Levels;
Required Notices

RECOMMENDATION

Staff recommends Governing Board approval of the 2013 priority list for the establishment of Minimum Flows and Levels (MFLs) to be submitted to the Florida Department of Environmental Protection, pursuant to Section 373.042(2), Florida Statutes.

BACKGROUND

Pursuant to Section 373.042, Florida Statutes, the District is required to identify priority water bodies for the establishment of minimum flows and levels. A priority list and schedule for the establishment of MFLs must be submitted to the Florida Department of Environmental Protection for review and approval by November 15, 2012.

Attached are the priority list/schedule and map showing the District's MFL priorities for 2012 through 2016. This information was presented by John Good in the September 2012 Governing Board workshop. The workshop included an update of the Lower Santa Fe and Ichetucknee Rivers and associated springs MFL work and the proposed MFL priority list included in this memo.

CDH/dd

SRWMD 2012 MFL Priority Listing for 2013

Magnitude	Basin	River Reach	Schedule
n/a	Santa Fe	CB* Lower Santa Fe River	2012
n/a	Santa Fe	CB* Ichetucknee	2012
n/a	Suwannee	Middle Suwannee River	2014
n/a	Suwannee	CB* Upper Suwannee River	2013
n/a	Suwannee	CB* Withlacoochee River	2015
n/a	Suwannee	CB* Alapaha River	2015
n/a	Aucilla	CB* Aucilla River	2015
n/a	Aucilla	CB* Wacissa	2015
n/a	Coastal	Steinhatchee River	2016
n/a	Coastal	Econfina River	2016
n/a	Coastal	Fenholloway	2016
Magnitude	Basin	Spring System	Schedule
1	Santa Fe	Blue Hole	2012
1	Santa Fe	GIL1012973 (Siphon Creek Rise)	2012
1	Santa Fe	Ichetucknee group	2012
1	Santa Fe	July	2012
1	Santa Fe	Devil's Ear (Ginnie group)	2012
2	Santa Fe	Rum Island	2012
2	Santa Fe	COL101974 - Unnamed	2012
2	Santa Fe	Poe	2012
1	Santa Fe	Columbia	2012
1	Santa Fe	ALA112971 (Treehouse)	2012
1	Santa Fe	Hornsby	2012
1	Santa Fe	Santa Fe Rise	2012
2	Suwannee	CB* White	2013
3	Suwannee	Bell	2014
2	Suwannee	Otter	2014
2	Suwannee	Hart	2014
2	Suwannee	Rock Sink	2014
2	Suwannee	Guaranto	2014
2	Suwannee	Pothole	2014
2	Suwannee	Branford	2014
2	Suwannee	Little River	2014
2	Suwannee	Ruth/Little Sulfur	2014
1	Suwannee	Troy	2014
3	Suwannee	Royal	2014
2	Suwannee	Peacock	2014
2	Suwannee	Bonnet	2014
1	Suwannee	Lafayette Blue	2014
2	Suwannee	Allen Mill Pond	2014
2	Suwannee	Charles	2014
2	Suwannee	CB* Anderson	2015
1	Suwannee	CB* Falmouth	2015

(continued)

Magnitude	Basin	Spring System	Schedule
1	Suwannee	CB* Lime Run Sink	2015
2	Suwannee	CB* Lime	2015
2	Suwannee	CB* SUW923973 (Stevenson)	2015
1	Suwannee	CB* Alapaha Rise	2015
1	Suwannee	CB* Holton Creek Rise	2015
2	Suwannee	CB* SUW1017972 - Unnamed	2015
2	Suwannee	CB* Suwannee	2013
2	Withlacoochee	CB* Suwanacoochee	2015
2	Withlacoochee	CB* Pot	2015
1	Aucilla	CB* Nutall Rise	2015
1	Aucilla	CB* Wacissa group	2015
2	Coastal	Big	2016
1	Coastal	Steinhatchee Rise	2016
2	Coastal	TAY76992 - Unnamed	2016
Magnitude	Basin	Lakes	Schedule
n/a	Santa Fe	Altho	2013
n/a	Santa Fe	Butler	2013
n/a	Santa Fe	Ocean Pond	2015
n/a	Santa Fe	Crosby	2016
n/a	Santa Fe	Hampton	2014
n/a	Santa Fe	Palestine	2015
n/a	Santa Fe	Sampson	2016
n/a	Santa Fe	Santa Fe	2014
n/a	Withlacoochee	Cherry	2016
n/a	Santa Fe	Rowell	2016

Effective Date: November 15, 2012

Notes on Lake Changes:

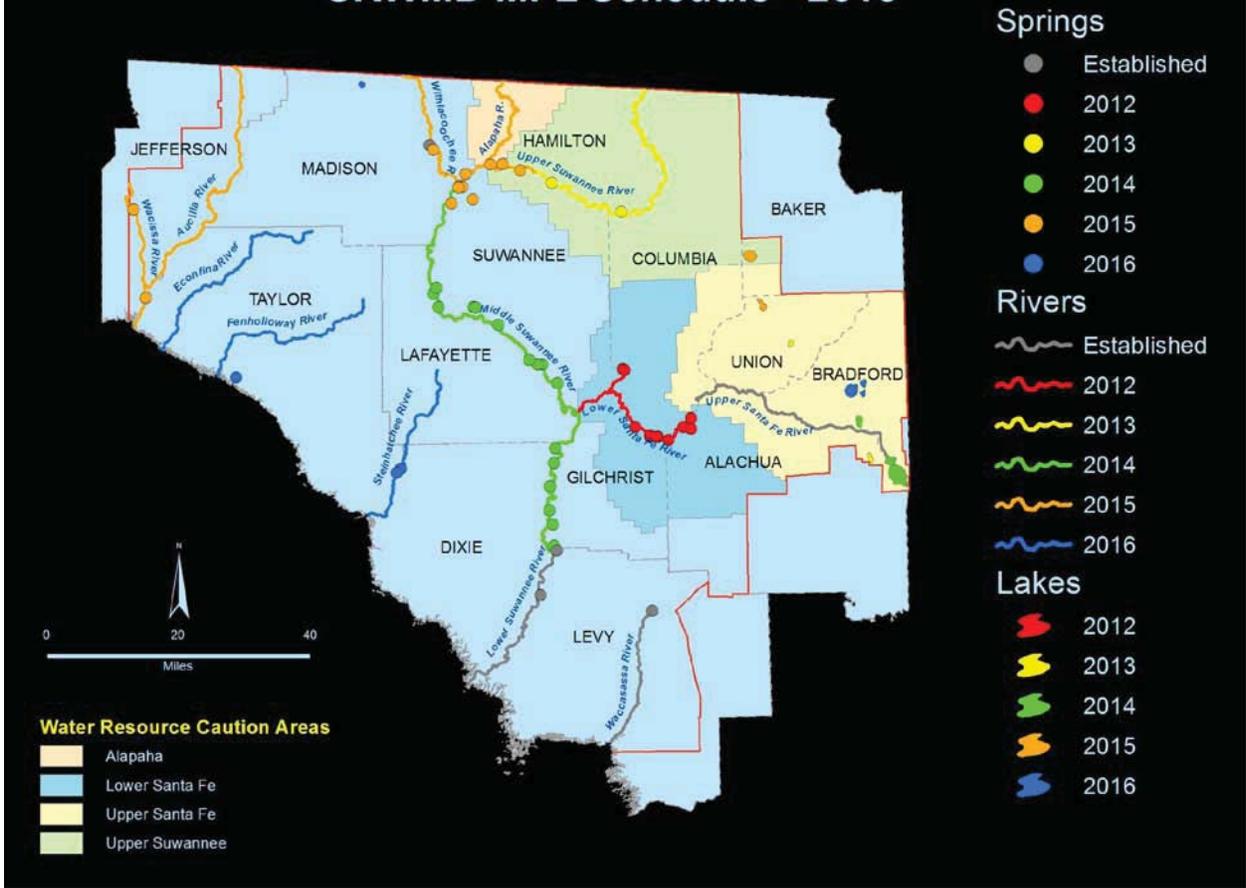
1. Sampson-Crosby-Rowell group is scheduled for FEMA work; schedule still developing.
2. Cherry is not in a Water Resource Caution Area, thus it's priority has shifted.

Notes on River Changes (and associated springs):

1. Wacissa is tied to Aucilla and cross border interactions with NFWFMD.

*Water bodies with the potential for cross-boundary MFLs are indicated with "CB"

SRWMD MFL Schedule - 2013



MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Division Director, Water Supply

DATE: September 20, 2012

RE: Water Supply Activity Report

SRWMD/SJRWMD/FDEP Interagency Agreement:

- Staff literature review continues in accordance with Paragraph B of the Agreement.
- Staff attended a meeting with the USGS, FGS, and SJRWMD staff to discuss the conceptualization of the North Florida Southeast Georgia groundwater flow model on September 19 at the USGS offices in Orlando.
- Staff attended the quarterly interagency agreement meeting with the Executive Directors, Board Chairmen, and FDEP on September 19 from 10:00 am to 12:00 pm, at the SJRWMD headquarters in Palatka.
- Staff will meet with SJRWMD on September 27 at the SRWMD office to discuss results obtained from a monitor well cluster that was drilled in northern Columbia County (Bay Creek) in accordance with Paragraph D.
- Staff met with the USGS and SJRWMD September 18 at SJRWMD offices in Palatka to discuss agricultural water use and projected use as part of the Joint Regional Water Supply Plan.
- Staff continues to attend Consumptive Use Permitting consistency meetings and teleconferences with the other four water management districts and the Department of Environmental Protection. These meetings are being held to promote permitting consistency between all five water management districts for permit applications, allocation methodology, demand projections, conservation requirements, permitting criteria, and wetland harm criteria.
- Staff continues to meet regularly with SJRWMD via conference calls to coordinate activities in the water supply planning and permitting processes.

Aquifer Recharge Concepts:

- The first Task 1 status teleconference for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study was held on September 14. SJRWMD and SRWMD staff attended the teleconference.
- Atkins prepared kickoff meeting summary notes, completed the list of hydraulic data needs, developed a project data electronic database, began assembling data into maps and tables, began assessing water quality treatment needs, and generating a list of applicable regulations for aquifer recharge.
- Task 1 Technical Memo is due mid October.

Interstate coordination:

- Staff and Governing Board member, Dr. Cole, attended a Florida/Georgia coordination meeting on September 12, from 9:30 am to 2:00 pm, at the Wiregrass Technical College located in Valdosta, Georgia. Attendees included representatives from the SRWMD (including Governing Board Chairman Lad Daniels), SJRWMD, FDEP, and Georgia EPD.
- The next Florida/Georgia coordination meeting is scheduled for February 13, 2013, from 9:30 am to 3:00 pm, at the Wiregrass Technical College located in Valdosta, Georgia.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the October Governing Board meeting if you would like further information.

CH/dd

MEMORANDUM

TO: Governing Board
FROM: Carlos Herd, Division Director, Water Supply
DATE: September 20, 2012
RE: Minimum Flows and Levels (MFLs) Activity Report

Highlights

- Staff continues MFL coordination with the SJRWMD in accordance with the interagency agreement. A meeting will be held on September 21st in Live Oak with the third partner, DEP, also in attendance to discuss the Lower Santa Fe and Ichetucknee Rivers and associated springs.
- MFL staff have been meeting with contractors in person and by webinar to continue work on the Lower Santa Fe and Ichetucknee MFLs.
- On-going work efforts include frequent internal project team and management meetings.

The following sections summarize activity by water body, organized by anticipated completion order. Budgets shown are for amounts for work orders issued to date and do not include anticipated monies.

Lower Santa Fe and Ichetucknee Rivers & Springs

- Detailed analysis of relationships between model output biological indices continues.
- A one-day working meeting was held in Live Oak with Lower Santa Fe/Ichetucknee contractors to collaborate on MFL development.
- Chapters 1, 2, and 3 of the draft MFL report have been reviewed by staff. Additional chapters are awaiting final technical analyses.
- Work Order Budget Status:

		Fiscal Year		
Status	Contractor / Vendor	2011	2012	Grand Total
Completed	BCI	\$1,154	\$25,574	\$26,728
	Delta Surveying	\$44,749		\$44,749
	Janicki	\$7,000		\$7,000
	USGS	\$5,000		\$5,000
In-progress	Intera	\$37,710	\$213,738	\$251,448
	Janicki	\$26,040	\$213,111	\$239,151
		\$121,653	\$452,423	\$574,076

Upper Suwannee River & Springs

- Contractor is developing Adjusted Historical Flows.
- Development of model is substantially complete; calibration is the next task.

- Work Order Budget Status:

		Fiscal Year		
Status	Contractor / Vendor	2011	2012	Grand Total
Completed	EAS	\$13,170	\$32,620	\$45,790
	J Sherman Frier	\$28,616	\$6,384	\$35,000
In-progress	AMEC Surveying		\$96,360	\$96,360
	EAS		\$135,640	\$135,640
	HSW		\$500,548	\$500,548
	USGS		\$7,800	\$7,800
		\$41,786	\$779,352	\$821,138

Lake Butler

- Analysis of collected data is underway.
- Work Order Budget Status:

		Fiscal Year	
Status	Contractor / Vendor	2012	Grand Total
Completed	Stantec	\$5,500	\$5,500
In-progress	Stantec	\$80,438	\$80,438
		\$85,938	\$85,938

Middle Suwannee River & Springs

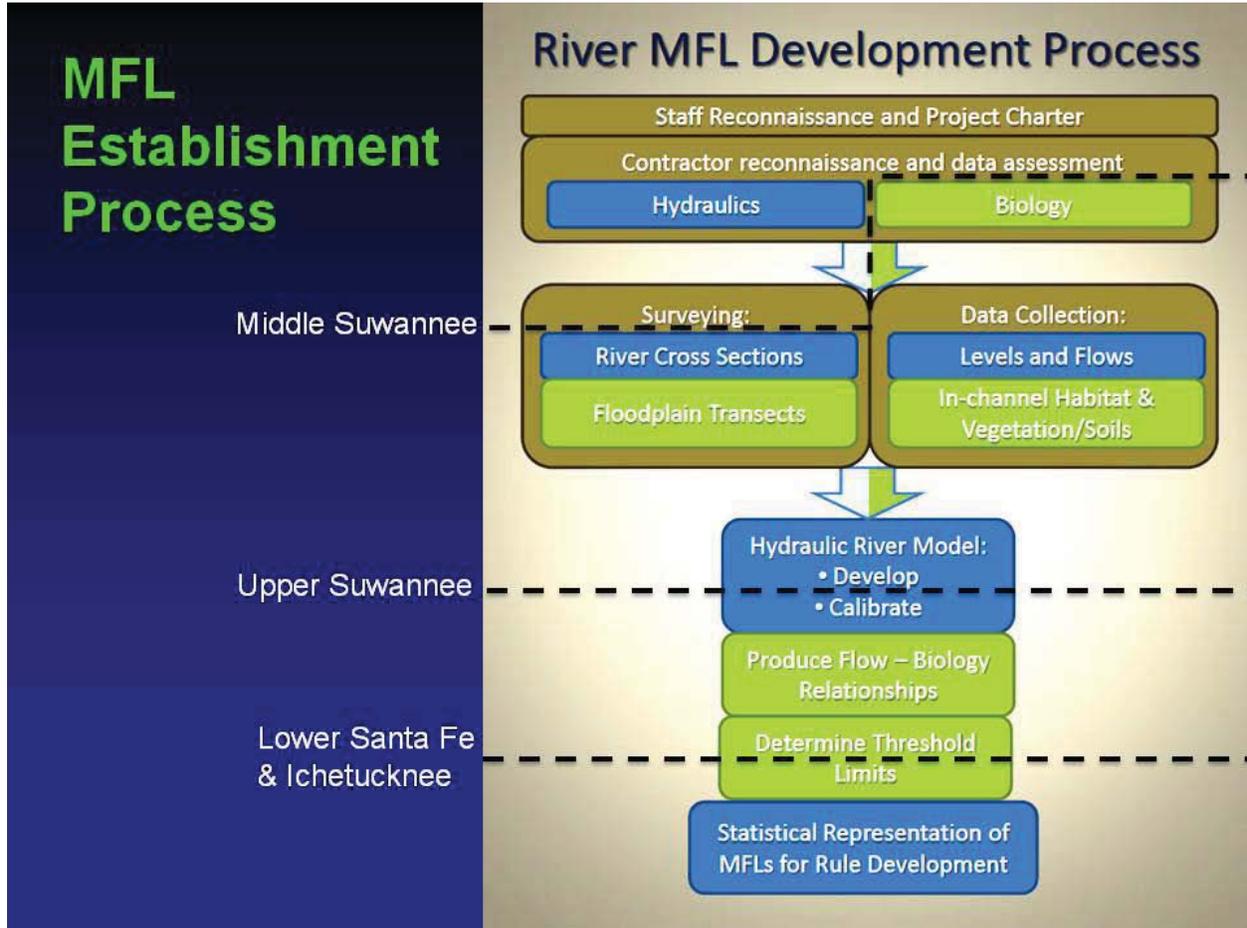
- Submittals for the issued Request for Qualifications (RFQ) for surveying services to acquire the needed cross-section information were received. The firms were ranked and presented at the August Board meeting.
- Negotiations with the top-ranked firm are underway.
- Work Order Budget Status (this table will reflect the surveying costs after contract execution):

		Fiscal Year	
Status	Contractor / Vendor	2012	Grand Total
In-progress	EAS	\$24,590	\$24,590
		\$24,590	\$24,590

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the October Governing Board meeting if you would like further information.

JG/dd

Graphic showing status of water bodies in MFL process



MEMORANDUM

TO: Governing Board

FROM: Erich Marzolf, Ph.D., Division Director, Water Resources

DATE: September 20, 2012

RE: Water Resources Activity Report

Staff recorded levels and maintained stations at 181 wells, 21 lakes, and 19 stream stations and reported rainfall from 38 sites to the National Weather Service. Agricultural water use was monitored at 170 wells on 48 agricultural operations.

Telemetry was added to six long-term wells. Staff worked with Information Technology staff to further secure data processing and delivery during times of emergency. An alternate web-page and a secure internet host for data were created.

SJRWMD has offered to video-log a number of SRWMD wells. SRWMD staff showed SJRWMD technicians how to manage data collection equipment in order to reduce staffing demands during the logging.

Staff met with PCS Phosphate personnel to discuss several upper Floridan monitor wells that PCS is willing to make available for long-term monitoring. A field trip will be scheduled next month to look at the available wells.

Staff met with Fish and Wildlife Conservation Commission (FWC) officers at their request to discuss modifications to FWC's no-wake zones. Staff will provide profiles of past floods as an aid in decision-making.

Staff met with SJRWMD and SWFWMD to compare methodology for mapping potentiometric surfaces from upper Floridan aquifer levels. The meeting resulted in agreement to share methodology and to set up a data-sharing effort at a later meeting.

Staff reviewed the records of 336 upper Floridan and surfacewater stations for delivery to GIS personnel for the creation of a May 2012 potentiometric surface map.

The National Weather Service (NWS) gave the District four rain gages, of which at least three will be installed in Mallory Swamp at the request of the Division of Forestry and District land managers. NWS gave the District technician a tour of the Tallahassee Weather Forecast Office when the equipment was picked up.

Geographic Information System (GIS) staff is working with the Minimum Flows and Levels Team on the project to survey river cross sections and gathering a river profile data using a survey-grade fathometer.

Data Management staff continues to provide support to District staff, other agencies, and the public through GIS requests, database needs and record requests.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the October 9, 2012, Governing Board meeting if you would like further information.

/dd

MEMORANDUM

TO: G overning Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 20, 2012

RE: Authorization to Seek Enforcement of Administrative Complaint and Order
 Regarding Richard Oldham and Diana Nicklas, CE10-0024, Bradford County

RECOMMENDATION

Staff recommends the Governing Board authorize Counsel to seek enforcement of Administrative Complaint and Order (ACO) regarding Richard Oldham and Diana Nicklas, CE10-0024, Bradford County.

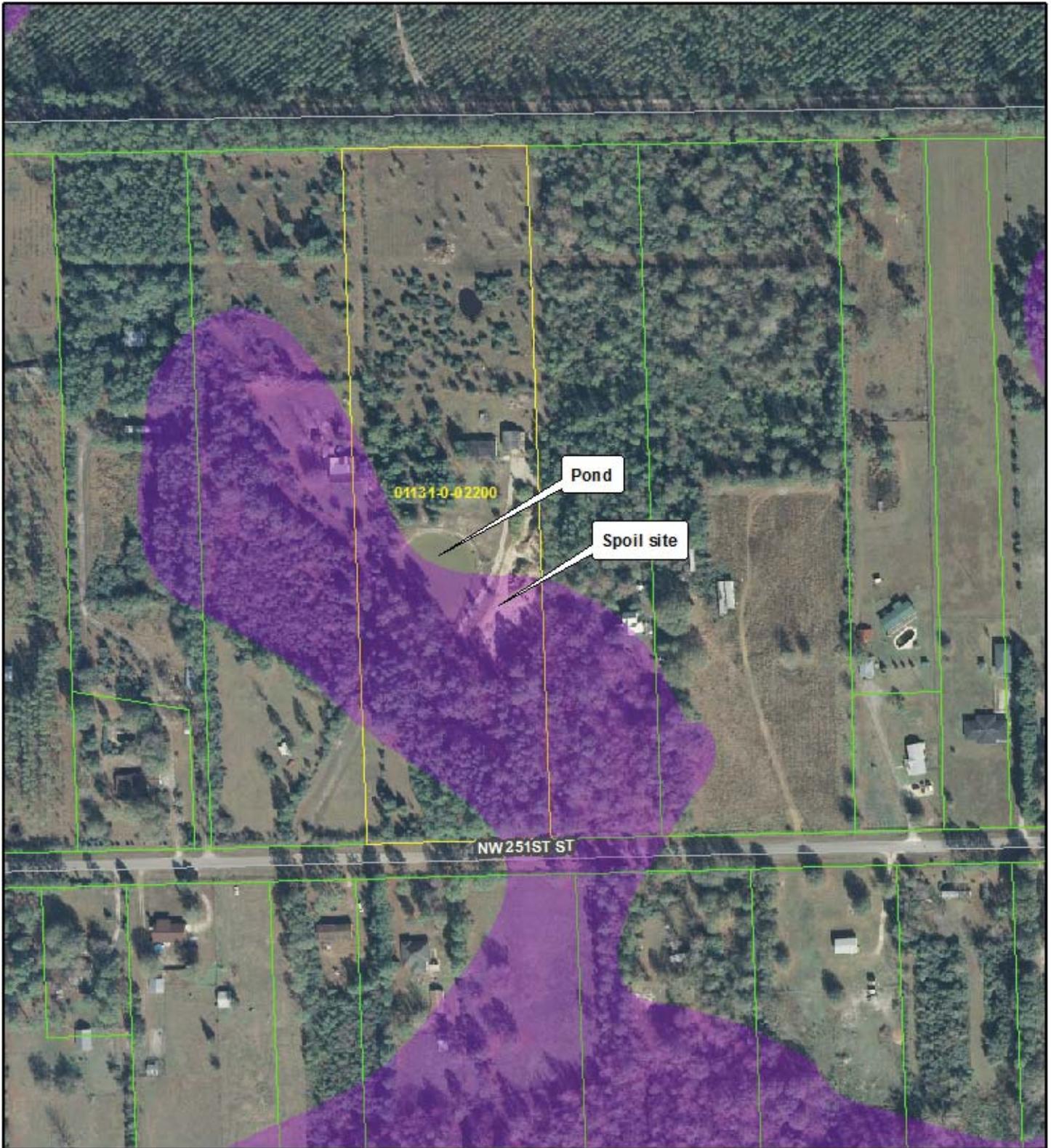
BACKGROUND

A Notice of Violation was sent to Mr. Oldham on April 13, 2010, for an unpermitted pond and deposition of spoil material in a flood hazard area. After numerous attempts to correct this violation, the file was sent to counsel. Counsel notified Mr. Oldham twice (letters dated August 9, 2010, and November 4, 2010 – this letter being hand delivered) regarding the action needed to remedy the situation.

Staff met with Mr. Oldham on-site on December 6, 2010, to again explain the steps necessary to resolve the violation. When Mr. Oldham did not respond to Counsel or staff regarding his intention to comply, staff requested permission from the Governing Board to initiate enforcement proceedings.

The Board authorized counsel to proceed and Mr. Oldham and Ms. Nicklas were served with the ACO on July 30, 2012. Their time for filing a petition for hearing has lapsed. The ACO has become final and is now subject to judicial enforcement.

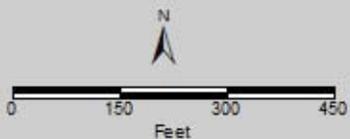
TS/rl



- Parcel_DOR_Bradford selection
- Parcel_DOR_Bradford
- FEMA Flood Zone A

**CE10-0024, Richard Oldham
October 2012**

Louis Mantini, Reg Sci_09/18/12



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001. Map Created on 10/1/2008

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, Division Director, Resource Management
DATE: September 20, 2012
RE: Adoption of Governing Board Directive GBD12-0004 Regarding Water Management Local Government Cooperative Funding Initiative

RECOMMENDATION

Staff recommends the Governing Board adopt directive number GBD12-0004 regarding the Regional Initiative Valuing Environmental Resources (RIVER) Local Government Cooperative Funding Program.

BACKGROUND

Staff has developed a proposal and procedure to assist county governments, municipalities, water supply authorities, and other interested units of local government with a cost-share program for projects that enhance or address the District's water supply, water quality, flood protection, and/or natural system responsibilities.

The proposed directive (copy attached) provides an approach for units of local government to apply for funding from the District through the submittal of an application and ranking procedure. The funds for this program are included as committed reserves of \$1.5 million in the approved fiscal year 2013 budget.

/ts

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

GOVERNING BOARD DIRECTIVE

Directive No.: GBD12-0004

Date Approved: October 9, 2012

Subject: Adoption of Policy and Procedure for the Regional Initiative Valuing
Environmental Resources (RIVER) Cooperative Funding Program

Approval: _____
Don Quincey, Chairman

Ray Curtis, Secretary/Treasurer

1.0 Reference to Prior Directive

There are no prior versions of this Directive.

2.0 Purpose and Intent

The purpose of this Directive is to establish a policy and procedure for the Regional Initiative Valuing Environmental Resources (RIVER) Cooperative Funding Program. The intent of this Directive is to offer District funding assistance to public entities and other interested entities, through an application and ranking process, to implement projects that help protect Florida's water supply, improve water quality, restore natural systems and provide flood protection.

3.0 Statement of Policy

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with county governments, municipalities, water supply authorities, and other interested entities in water management projects of mutual benefit, provided such projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District.

4.0 Policy Guidelines

1. The Board will give priority consideration to those projects designed to further the implementation of the District's core mission.
2. The Board will consider the applicant's efforts in developing and implementing best management practices.

3. Funding may be provided to assist with the cost of conservation, ecosystem restoration, alternative water supply, water resource development, and construction of associated capital projects.
4. Funding assistance will be contingent upon concurrent project action and commitment by the county, municipality, water supply authority, or other interested entity to ensure the project goals will be implemented.
5. The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
6. The cooperating entity must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
7. Any state or federal appropriations or grant monies received by a county government, a municipality, or a water supply authority for a specific project shall be first applied toward the total cost of the cooperator's proposed project. The District will typically fund up to 50 percent of the remaining project costs with a similar match from the cooperator.
8. Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(1)(b), F.S.
9. All applications submitted for funding consideration by the Board must be signed by a single Senior Administrator acting as a coordinator for the RIVER Cooperative Funding Program for the county, municipality, water supply authority, or interested entity. If an entity submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of the project proposals are the exclusive responsibility of the Board.

5.0 Procedure

1. In coordination with the District's annual planning and budgeting process, the District will make available cooperative funding applications and information packets to all interested parties.
2. Deadline for Submittal – Proposed applications received by the District after the deadline, identified in the information package, will not be evaluated by staff, and will not be recommended for funding. Applicants are encouraged to submit proposal applications online; paper applications are also available by request.
3. Information Requirements – Each project proposal, at a minimum, shall include a completed application form, taking into consideration the criteria noted on the application form. At a minimum, this information should include: project name; applicant's project manager; address; phone number; email address; project type; strategic initiatives; counties and watershed/basin to benefit from the project; project objectives and goals; project description; location map; conceptual plans; project costs/benefits; best management practices or technologies to be implemented; and available funding sources. Counties and municipalities meeting the rural community definition established by Section 288.0655(2)(b), F.S., may request a reduction or waiver of financial match, pursuant to the provisions of Chapter 2001-201, Section 10, Laws of Florida. As a part of such requests, the county or municipality must demonstrate how they meet the requirements of Section 288.0655(2)(b), F.S. A county government, municipality, water supply authority, or other interested entity submitting more than one project proposal must rank the proposal in order of priority. If the applicant's matching funds are included in an approved capital improvement plan or budget at the time of application, the appropriate documentation from the

plan or budget indicating the applicant's matching funds are available must be included as part of the application. Otherwise, the applicant's Senior Administrator shall attest the applicant's matching funds will be included in the applicant's proposed budget no later than for the year the project is submitted.

4. Evaluation Criteria – District staff will consider: The quality of the application as measured by thoroughness and clarity including the location map; the applicant's performance in the RIVER Cooperative Funding Program; the effectiveness of the project to protect, conserve, restore, or augment the areas of water resource and ecology; the use of best management practices; the cost effectiveness of the project; how regional the project is in nature; the potential of the project to start and proceed in a timely manner, and if the application is for multi-year or phased project, the project benefits to be realized if future phases are not funded.
5. Initial Screening – District staff shall decide if the project proposal application is complete. If the application is deemed complete, it will be forwarded for further review and evaluation by the RIVER Cooperative Funding Program Review Team (Team).
6. Project Prioritization – Once the Team has completed an initial evaluation, including discussions with the applicant, the Team shall meet to prioritize all project proposals. Based on prioritization and available funding, projects that have been approved for the appropriate adopted budget will be recommended by the Team to the Governing Board to enter into a contractual agreement with the approved project applicant (s).
7. Once a proposed project has been approved and included in the adopted budget, a contractual agreement will be prepared for execution by those involved parties which at a minimum shall set forth: the specific commitments and obligations of each party; financial and other considerations to be exchanged; indemnification and damages to be paid upon injury, default or termination; the term of completion of the project; and performance measures.

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, Division Director, Resource Management
DATE: September 20, 2012
RE: Adoption of Governing Board Directive GBD12-0005 Regarding Water Management Agricultural Cooperative Funding Initiative

RECOMMENDATION

Staff recommends the Governing Board adopt directive number GBD12-0005 regarding the District's Agricultural Cost-share Program.

BACKGROUND

Staff has developed a proposal and procedure to assist agricultural producers with a cost share program for projects that help increase irrigation efficiency and water conservation and assist with nutrient management technology.

The proposed directive (copy attached) provides an approach for interested entities to apply for funding from the District through the submittal of an application and ranking procedure.

Cost sharable projects will include alternative water supplies, water conservation, and advanced irrigation technology. The funds for this program are included as committed reserves of \$1.5 million in the approved fiscal year 2013 budget.

/ts

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

GOVERNING BOARD DIRECTIVE

Directive No.: **GBD12-0005**

Date Approved: **October 9, 2012**

Subject: **Adoption of Policy and Procedure for the District's Agricultural Cost-Share Program**

Approval: _____
Don Quincey, Chairman

Ray Curtis, Secretary/Treasurer

1.0 Reference to Prior Directive

There are no prior versions of this Directive.

2.0 Purpose and Intent

The purpose of this Directive is to establish a policy and procedure for the District's Agricultural Cost-Share Program. The intent of this Directive is to offer District funding assistance to agricultural producers, through an application and ranking process, to implement projects that increase irrigation efficiency and water conservation and assist with nutrient management technology.

3.0 Statement of Policy

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with landowners in water management projects of mutual benefit, provided such projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District.

4.0 Policy Guidelines

1. The Board will give priority consideration to those projects designed to further the implementation of the District's core mission.
2. The Board will consider if the applicant has enrolled in the Florida Department of Agriculture and Consumer Services Notice of Intent to implement best management practices.
3. Funding may be provided to assist with the cost of alternative water supplies, water conservation and advanced irrigation management.

4. Funding assistance will be contingent upon receipt of payment by producers.
5. Priority will be given to projects located within a Water Resource Caution Area.
6. Applicant's must have a active Water Use Permit and volunteer for the District's Water Use Monitoring Program.
7. If an entity submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of the project proposals are the exclusive responsibility of the Board.

5.0 Procedure

1. In coordination with the District's budget cycle, the District will make available cost-share funding applications and information packets to all interested parties quarterly. Announcements will be made primarily on the District's Agriculture webpage.
2. Deadline for Submittal – Proposed applications received by the District after the deadline identified in the information package will be evaluated by staff during the next evaluation period.
3. Information Requirements – Each project proposal, at a minimum, shall include a completed application form. At a minimum, this information should include: project name; point of contact; address; phone number; email address; project type; watershed/basin to benefit from the project; project description; location information; and best management practices or technologies to be implemented.
4. Evaluation Criteria – District staff will consider: the quality of the application as measured by thoroughness and clarity including the location information; the effectiveness of the project to protect, conserve, restore, or augment the areas of water resource and ecology; the use of best management practices; the cost benefit of the project; how regional the project is in nature; if located within a water resource caution area; the potential of the project to start and proceed in a timely manner, and if the application is for multi-year or phased project, the project benefits to be realized if future phases are not funded.
5. Initial Screening – District staff shall decide if the project proposal application is complete. If the application is deemed complete, it will be forwarded for further review and evaluation by the Agriculture Team (AG Team).
6. Project Prioritization – Once the AG Team has completed an initial evaluation, including discussions with the applicant, the AG Team shall meet to prioritize all project proposals. Based on prioritization and available funding, projects that have been approved for the appropriate adopted budget will be recommended by the AG Team to the Governing Board to enter into a contractual agreement with the approved project applicant (s).
7. Once a proposed project has been approved and included in the adopted budget, a contractual agreement will be prepared for execution by those involved parties which at a minimum shall set forth: the specific commitments and obligations of each party; financial and other considerations to be exchanged; the term of completion of the project; and performance measures.

MEMORANDUM

TO: Governing Board
FROM: Kevin Wright, Professional Engineer
DATE: September 28, 2012
RE: Authorization for the Executive Director to Execute the Grant Contract for Santa Fe River Basin Management Action Plan Grant from Florida Department of Environmental Protection (FDEP)

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute the contract for the Santa Fe River Basin Management Action Plan grant from Florida Department of Environmental Protection.

BACKGROUND

FDEP has awarded a \$900,000 grant to the District to expeditiously implement water quality improvements in the Santa Fe River Basin in accordance with the Basin Management Action Plan adopted in 2012. Staff will use the grant to provide fertigation equipment to growers to integrate into existing irrigation systems and provide cost-share for equipment to retrofit irrigation systems to a low volume, greater uniformity system. The grant will provide 100% of the cost for fertigation equipment and 75% of the cost for retrofit of irrigation equipment with the other 25% provided by the farmers.

The District proposes to match grant funds with staff salary and benefits costs. The Florida Department of Agriculture and Consumer Services proposes a match of \$50,000 to fund equipment to monitor water use.

Staff estimates that implementation of this project will reduce environmental nitrogen loading by up to 1,000,000 pounds per year in the Santa Fe River basin.

District staff and/or Suwannee River Partnership staff will conduct site visits with producers to ensure compliance.

/kw

AGREEMENT NO. S0616

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1648A OF THE 2011-2012 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantee" or "Recipient"), a local governmental entity, to provide financial assistance for the Suwannee and Santa Fe River Basins Fertigation and Irrigation Retrofit Program.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty-one (21) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$900,000 towards the total project cost of \$900,000. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. In the event that all tasks outlined in Attachment A are not satisfactorily completed within the term of this Agreement, the Grantee shall return all funds provided under this Agreement to the Department. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures per deliverable, charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.
 - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

1. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 11 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 2. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
 3. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment G, Property Reporting Form**.
- D. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

- E.
 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Monthly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The

Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
15. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

<u>Technical</u>	
Terry Hansen	
Florida Department of Environmental Protection	
Bureau of Watershed Restoration	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8561
Fax No.:	(850) 245-8434
E-mail Address:	Terry.hansen@dep.state.fl.us

<u>Administrative</u>	
Connie Becker	
Florida Department of Environmental Protection	
Bureau of Watershed Restoration	
2600 Blair Stone Road, MS# 3510	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-5505
Fax No.:	(850) 245-8434
E-mail Address:	Connie.L.Becker@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kevin Wright	
Suwannee River Water Management District	
9225 CR 49	
Live Oak, Florida 32060	
Telephone No.:	(386) 362-1001
Fax No.:	(800) 226-1066
E-mail Address:	Wright_k@srwmd.state.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment G, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
22. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Attachment H, Quality Assurance Requirements.
23.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.

25. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Date: _____

Date: _____

Terry Hansen, DEP Grant Manager

Connie Becker, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.:59-1520101

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>H</u>	<u>Quality Assurance Requirements (14 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT NAME: Suwannee River and Santa Fe River Basin Fertigation and Irrigation Retrofit Program

PROJECT FUNDING: \$900,000 **MATCH:** \$0

TOTAL PROJECT COST: \$900,000

LEAD ORGANIZATION: Suwannee River Water Management District

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: Suwannee River Basin and Lower Santa Fe River Basin

Impacted Watershed Name: Suwannee River and Santa Fe River

Size of Project Impact: ~ 1,400 square miles

Size of Area Being Treated: ~8,500 acres

Impairment: Nitrate-N, Dissolved Oxygen, Mercury

TMDL Status: TMDL established

BMAP Status: BMAP established

Land Uses within the area being treated

Land Use	Acres	%
Residential Low Density (1100)		
Residential Medium Density (1200)		
Residential High Density (1300)		
Commercial and Services (1400)		
Industrial (1500)		
Extractive (1600)		
Institutional (1700)		
Recreational (1800)		
Open Land (1900)		
Agriculture (2000)	~8,500	100%
Upland Non-Forested (3000)		
Upland Forests (4000)		
Water (5000)		
Wetlands (6000)		
Barren Land (7000)		
Transportation, Communication, and Utilities (8000)		
Land Use Totals (Acreage and %)	~8,500	100

PROJECT OVERVIEW: Suwannee River Water Management District proposes a Fertigation/Irrigation Retrofit program based in the Suwannee River & Santa Fe River Basins. The Department (DEP) funds will be used to reimburse the Grantee for 100% of the equipment costs for fertigation systems on farms to reduce Nitrogen loading in the basin. DEP funds will also be used to reimburse the WMD for equipment to retrofit irrigation systems to low volume, more uniform systems. Participants will be selected based on their location in an existing or proposed basin management action plan (BMAP) restoration focus area (RFA).

ESTIMATED POLLUTANT LOAD REDUCTION MODEL USED:

This proposal is for a non-structural BMP project, such as educational outreach, demonstrations, or effectiveness evaluations, and:

Suwannee River Water Management District estimated the Pollutant Load Reduction by using the following methodology: Load reductions were estimated at 1,000,000 pounds of Nitrogen per year. Figures were based on previous Fertigation programs administered by FDACS Office of Water Policy staff.

Nitrogen savings were based on 50 pound reduction per acre per growing season for new Fertigation systems. Systems average 120 acres in size, with approximately 2.5 growing seasons annually.

TASKS and DELIVERABLES:

TASK 1

TASK NAME: Fertigation Purchase and Installation

TASK BUDGET: \$411,000 Total

Equipment: Fertigation equipment at a cost not to exceed \$6,000 per system or \$24,000 per participant. Mobile Fertigation systems cannot exceed \$9,000 per unit or \$24,000 per participant.

TASK DESCRIPTION: The Grantee will determine the applicants that will participate in this project. The Grantee will provide Fertigation equipment for installation in low volume irrigation systems in existing or proposed RFAs. Equipment will be installed in conjunction with Task 2 or into existing low volume irrigation systems. 100% of the cost of this project will be provided by the DEP under this Agreement, at a cost not to exceed \$6,000 per system or \$24,000 per participant. If a mobile Fertigation system, which serves multiple systems, is installed the cost per unit cannot exceed \$9,000, with the \$24,000 maximum per participant. Grantee staff and/or Suwannee River Partnership staff will photo document the installed equipment in operation.

DELIVERABLE: The Grantee will submit a list of the participants chosen as well as a copy of the agreement between the Grantee and the participant. The Grantee will provide receipt for the purchase of Fertigation equipment and detailed photographs of the installed operating equipment. The Grantee will also submit a mobile irrigation lab (MIL) report on each system that includes the data collected (both pre and post equipment installation).

PERFORMANCE STANDARD: The DEP Grant Manager will review the documentation for the purchase and installation of the equipment and the mobile irrigation lab (MIL) report on the system to verify that the fertigation system is operating in accordance with the manufacturer's specifications and meets the requirements of this Agreement.

FINANCIAL CONSEQUENCES: Failure to meet the above performance standard will result in denial of the reimbursement.

TASK TIMELINE: All systems must be in place no later than June 30, 2014. Payment will be upon the submittal of the above deliverable(s) for each system.

TASK 2

TASK NAME: Irrigation Retrofits Purchase and Installation

TASK BUDGET: \$489,000 Total

Equipment: \$9,500 per system or \$30,500 per participant

TASK DESCRIPTION: The Grantee will provide the appropriate equipment to retrofit existing irrigation systems to a low volume, greater uniformity system. Irrigation retrofits will occur in conjunction with the installation of fertigation equipment unless the participant already has operating fertigation equipment installed. Equipment costs shall not exceed \$9,500 per system or \$30,500 per participant. Grantee staff and/or Suwannee River Partnership staff will photo document the installed equipment in operation.

DELIVERABLE: The Grantee will provide receipts for the purchase of appropriate irrigation retrofit equipment, detailed photographs of the installation of the irrigation equipment, and pre installation and post installation photographs of the operating system. The Grantee will also submit a mobile irrigation lab (MIL) report on each system that includes the data collected (both pre and post equipment installation). Payment will be upon the submittal of the above deliverable(s) for each system not to exceed the total \$489,000.

PERFORMANCE STANDARD: The DEP Grant Manager will review the documentation for the purchase and installation of the equipment and the mobile irrigation lab (MIL) report on the system to verify that the fertigation system is operating in accordance with the manufacturer's specifications and meets the requirements of this Agreement.

FINANCIAL CONSEQUENCE: Failure to meet the above performance standard will result in denial of the reimbursement.

TASK TIMELINE: All systems must be in place no later than June 30, 2014. Payment will be upon the submittal of the above deliverable(s) for each system.

TASK 3

TASK NAME: Final Project Report

TASK BUDGET: There are no funds associated with this task

TASK DESCRIPTION: The Grantee must complete and submit to the Department a Final Report. The Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. This shall include, where applicable, why a BMP did not obtain *or* exceeded the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and more. The Final Report template, available from the Department's Grant Manager, should be followed as much as possible.

DELIVERABLES: Draft final report; approved final report that meets all of the requirements identified in the task description. The Grantee shall provide one paper copy and one electronic copy of the approved final report to the Department.

PERFORMANCE STANDARD: Submission of a Final Report, which will which will be reviewed by DEP for compliance with this agreement.

FINANCIAL CONSEQUENCE: Failure to complete the required duties as outlined herein will result in the rejection of the deliverable and/or invoice.

TASK TIMELINE: The Final Report must be submitted no later than June 30, 2014.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____
Mailing Address: _____

Grantee's Grant Manager: _____
Payment Request No.: _____

DEP Agreement No.: _____
Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested:\$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:			\$N/A	\$N/A
Planning	\$N/A	\$N/A	\$N/A	\$N/A
Design	\$N/A	\$N/A	\$N/A	\$N/A
Construction	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases	\$	\$	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0616		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
<p>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</p>			
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p>			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0616 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, Line Item 1648A	2011-2012	37.039	Statewide Surface Water Restoration and Wastewater Projects	088964
Total Award					\$900,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0616
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

Attachment H
Quality Assurance Requirements
For State Funded NPS BMP Monitoring Agreements

1. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
 - a. The GRANTEE shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - (iii) Before providing analytical services for this Agreement, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP Grant Manager before use under this Agreement and must be cited or described in the required planning document (see Section 6).
 - h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
 - i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
 - j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

- k. The GRANTEE shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
 - l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
 - m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.
3. **FIELD ACTIVITIES**
- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.
 - b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 31, 2008). The specific standard operating procedures (SOPs) to be used for this Agreement shall be cited in the planning document (see Section 6).
 - c. Any non-standard field procedure shall be submitted for review and approval to the DEP Grant Manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP Grant Manager before use under this Agreement and must be cited or described in the planning document.
 - d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
 - (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) Field-generated Quality Control duplicates or replicates (not to be confused with laboratory duplicates) shall be collected and analyzed at a frequency of 5% of the total number of samples collected for each matrix/analyte combination (see FQ 1220).
 - (1) All field duplicate results greater than the contracted PQL should agree within 20% RPD for each measured analyte. In the event that the field duplicate agreement is not observed, the GRANTEE shall investigate and attempt to determine the cause of poor precision. The outcome of these investigations shall be reported, including the corrective measures taken to minimize future problems.
 - (iii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.
 - (iv) The GRANTEE shall identify a second laboratory that meets the requirements in Section 1 and shall arrange to have split samples collected using the sampling procedures specified in the Contract and analyzed by the primary and secondary laboratories. Split samples shall be collected at least once during the project and at least annually thereafter. The GRANTEE shall specify the procedure for splitting the samples in the planning document.
 - (1) The results from the two laboratories shall be assessed using a precision criterion of no greater than 20% RPD as an initial guide to assessment of the split sample results.
 - (2) All differences between split sample results from the two laboratories shall be investigated and resolved.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. The GRANTEE shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
- b. All field and laboratory records that are associated with work performed under this Agreement shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The GRANTEE shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP Grant Manager and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL
 - ▶ PQL
 - ▶ Sample type (such as blank type, duplicate type, etc.)
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
 - Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The GRANTEE shall ensure that the following field-related information is reported to the DEP Grant Manager:
 - ▶ Site and/or facility name, address and phone number
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.

- d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Agreement for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Agreement.
 - e. Work may not begin for specific Contract tasks until approval has been received by the GRANTEE from the DEP Grant Manager. Sampling and analysis for the Agreement may not begin until the planning document has been approved.
 - f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
 - g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP Grant Manager for review. The proposed revisions may not be implemented until they have been approved by the DEP Grant Manager. If the GRANTEE fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Agreement.
 - h. When the approved planning document requires modification, the amendments shall be
 - (i) Provided in a new planning document, or
 - (ii) Provided as amended sections of the current planning document, or
 - (iii) Documented through written or electronic correspondence with the DEP Grant Manager and incorporated into the approved planning document.
7. **DELIVERABLES**
- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Agreement:
 - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
 - (ii) Copies of the QCC sample results per item 2.f. above.
 - (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP Grant Manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
 - (iv) Reports of planning review audits as specified in item 5.b. above.
 - (v) Statements of Usability as specified in item 5.d. above.
 - (vi) Planning document per Section 6, above.
8. **CONSEQUENCES**
- a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Agreement.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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Addendum 1
Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Agreement. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.

1. Matrix-Related Quality Control Samples - The GRANTEE shall ensure that samples associated with this Agreement are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
 - a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Agreement for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - b. After the first 20 samples from the sample collection matrix have been analyzed, at least one matrix spike and either laboratory duplicates or matrix spike duplicates shall be composed using a sample or samples selected from each additional 20 samples of the sample collection matrix submitted to the laboratory.
 - c. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - d. Spike levels must be at the concentrations specified in item 3 below.
 - e. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
 - a. The acceptance criteria for the LCS shall be specified in the planning document.
 - b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
 - a. Analysis of a QCCS is required for but not limited to the following analyses:
 - (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
 - (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
 - (iii) Copper in seawater – the QCCS shall be any seawater-matrix SRM assayed by an organization external to the laboratory.
 - b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
 - a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
 - b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
 - a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
 - a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.

7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the GRANTEE shall ensure that the following requirements are met:
 - a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
 - b. Initial Calibration Requirements
 - (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
 - (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
 - (iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.
 - (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
 - (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
 - c. Continuing Calibration Requirements:
 - (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
 - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.
 - (iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
 - (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as “estimated” per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.
 - (v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
 - d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
8. Quality Control Blanks
 - a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.
 - b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
 - c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.
9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.
11. Field QC duplicates or replicates - The GRANTEE shall ensure that field duplicates (not to be confused with laboratory duplicates) are analyzed. All field duplicate results greater than the contracted PQL should agree within 20% RPD for each measured analyte. In the event that field duplicate agreement is not observed, the

laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments.

12. For all organic analyses using either gas chromatography or HPLC, analytes with concentrations above the method detection limit shall be confirmed by at least one of the qualitative identification measures listed below. Confirmation must occur the first time an analyte is detected at a sampling point.

- ▶ Second column/same detector
- ▶ Second column/alternate detector
- ▶ Same column/alternate detector
- ▶ Mass spectrometry
- ▶ Alternate wavelength

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Addendum 2

Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Agreement. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods, section 9020* (all acceptable editions)
2. Holding Times – Any sample that exceeds the holding time specified in 40 CFR Part 136 (for non-potable water) or 40 CFR Part 141 (for drinking water compliance) must be appropriately qualified with a "Q". The holding begins with the sample collection date and time and ends with the date and time of the placement of the processed sample into or on the applicable growth medium.
 - a. For non-potable water, the maximum transport time to the laboratory is 6 hours and samples should be processed within 2 hours of receipt at the laboratory. **For purposes of contractual services and to determine compliance with this requirement, the Department will allow no greater than 6 hours from time of collection to the time of receipt by the laboratory AND no greater than 8 hours from time of collection to the placement of the processed sample into or on the applicable growth medium**
 - b. All samples that are either received after 6 hours **OR** placed into or on growth medium after 8 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (i.) All samples that exceed the method-specified incubation period (range of minimum to maximum) shall be qualified with a "J" qualifier.
 - c. For drinking water compliance, the time from sample collection to placement of the processed sample into or on the applicable growth medium may not exceed 30 hours.
 - (i.) All samples that are processed after 30 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (ii.) All samples that exceed the method-specified incubation period (range of minimum to maximum hours) shall be qualified with a "J" qualifier.
 - d. In order to evaluate the holding time for each sample, the following information shall be documented.
 - (1) Date and time of sample collection
 - (2) Date and time of laboratory receipt of the sample
 - (3) Date and time the analysis begins – (The time at which the sample is placed in or on the appropriate media for incubation).
 - (4) Date and time incubation begins
 - (5) Date and time analysis ends - The date and time incubation ends and plates/tubes are read.
3. Dilutions for membrane filter analysis - In order to achieve the recommended range of target organisms (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli), multiple dilutions of a sample must be run. While the general history of a sample site may be well known, the water will be influenced by many environmental factors at any one time.
 - a. **A minimum of 3 dilutions will be run for each sample analysis (except blanks).** The three dilution volumes may vary according to the range of expected values or an understanding of the environmental conditions at the time of sampling. Waters of a higher quality (low microbial density) may benefit from a dilution series of 100 mL, 50 mL, and 25 mL of sample volume, whereas, lower quality waters (high microbial density) might require only 10 mL, 1.0 mL, and 0.1 mL. Use a 100 mL dilution for all blanks (including field and equipment blanks). Table 1 provides suggested volumes for varying water sources and has been adapted from Table 9222:III, *Standard Methods*, 20th Edition, and can be used for microbiological samples:

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Table 1: Suggested sample dilutions	
Water source	Dilutions (Sample Volume, mL)
Equipment, field blanks	100
Lakes, reservoirs, rivers	100, 50, 10 or 50, 10, 25
Wells, springs	100, 50, 10 or 100, 50, 25
Water supply intake	50, 10, 1
Natural bathing waters	50, 10, 1
Sewage treatment plant	10, 1, 0.1
Farm ponds, rivers	1, 0.1, 0.01
Stormwater runoff	1, 0.1, 0.01
Raw municipal sewage	0.1, 0.01, 0.001
Feedlot runoff	0.1, 0.01, 0.001
Sewage sludge	0.01, 0.001, 0.0001

4. **QUALITY CONTROL BLANKS**

- a. The number and types of blanks to be run shall follow method requirements with these modifications:
 - (i.) If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank processed within a time period not to exceed 30 minutes. The environmental field samples shall be filtered after the beginning blank and before the ending blank.
 - (ii.) If filtration funnels are not sanitized by U light between samples, additional sterility blanks shall be filtered after every 10 samples processed within the 30-minute set
- b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C. (“V” for filtration blanks and “J” for field-generated blanks).

5. **Laboratory Quality Control Duplicates**

- a. At least 10% of the samples (or one per test run) shall be duplicated.
- b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
- c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.

6. **Colony Counts**

- a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
- b. The laboratory shall make every attempt to ensure that colony counts are in the method-specified ideal range (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli). Reported values from colony plate counts outside this range shall be qualified with a “B” (unless the reported value is from a 100 mL sample and the count is less than 20).
- c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as “estimated”.

7. **Calculating Raw Data for Final Reporting** - Standard Methods (SM) 9222D and EPA Method 1600 offer slightly differing guidance on the calculation and reporting of microbiological data. Although this guidance is not intended to capture every scenario possible in the calculation and reporting of the test data, the most common scenarios are discussed with the emphasis on reporting the data result, the dilution factor, and the data qualifier. For detailed discussions on additional scenarios, see the applicable method.

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- a. Interpretation of **Standard Methods** SM 9222, B.6, 20th Ed. and EPA 1600, Appendix B. calculations:

$$\text{CFU/100 mL} = \frac{C \times 100}{V}$$

Where,

CFU/100 mL = Number of enterococci or fecal coliform colony forming units per 100 mL of sample.

C = Total number of positive colonies counted on all acceptable dilutions.

V = Total volume, equal to the sum of all acceptable dilutions (sample volumes used), in mL

- (i.) When one dilution in a series has a count within the ideal CFU range (see above):
- (a) Use the count from the dilution that is within range to calculate the final result in the equation above.
- (ii.) When more than one dilution in a series has an acceptable count within the ideal range use the applicable method below. Since this calculation is not a laboratory sample replicate, do not use an "A" qualifier.
- (1) SM 9222D - Use the sum of all dilutions within the ideal range and the sum of the counts from all dilutions in the ideal range in the equation above.
- (2) EPA 1600 - Independently calculate a final value for each dilution within the ideal range in the equation above and report the average of these values.
- (iii.) When no dilutions fall within the ideal range:
- (1) For both methods: A "B" qualifier is not required if all dilutions were less than the lower acceptable limit (20 CFUs), and one of the dilutions was 100 mL. For this situation, report the calculated value from the 100 mL dilution without a "B".
- (2) SM 9222D - Use the sum of all dilutions in the equation to calculate the final result. Include dilutions that have a zero count. Report the final result with a "B" qualifier.
- (3) EPA 1600:
- (a) If all counts are under the lower acceptable limit (20 CFUs) or are both above and below the limit, choose the dilution with the count that is closest to the ideal range to calculate final result and report with a "B" qualifier.
- (b) If all counts are above the upper acceptable limit (60 or 80 CFUs), use the dilution with the smallest volume filtered to calculate final result and report with a "B" qualifier.
- (iv.) If counts from all dilutions are zero:
- (1) For SM 9222D- Use "1" as the total number of colonies counted and include all dilutions in the equation to calculate final result. Report with a "U" qualifier.
- (2) For EPA 1600 - Use "1" as the total number of colonies counted and use only the highest filtration volume as total volume in the equation above to calculate final result. Report with a "U" qualifier.
- (v.) If there are >200 target colonies in all dilutions:
- (vi.) For both methods - Use the upper limit of the ideal range (60 or 80) and the smallest filtration volume in mL to calculate an estimated final result. Report with a "Z" qualifier.
- (vii.) If there are >200 non-target colonies, or if the colonies are not distinct enough to count (confluent growth) in all dilutions:
- (1) For both methods - Report as "No Result" with a "Z" qualifier.
8. Use of Dilution Factor (DF) field
- a. Use the following equation to determine dilution factor for all samples:

$$\text{DF} = \frac{100}{V}$$

Where,

DF = Dilution Factor

V = Total volume (sum of dilutions in mL used in final calculation)

9. Verification

a. Frequency

- (i.) Independently verify at least 10 isolated colonies from a positive sample per month.
- (ii.) Verify atypical colonies of different morphological types to check for false negatives.
- (iii.) Also, verify any ambiguous colonies as needed.

b. Procedure

- (i.) Use aseptic techniques to transfer growth from each colony into individual tubes. For 10 colonies, there should be 10 tubes total, for each verification test media.
- (ii.) See Table 2 for the method requirements for fecal coliform and Enterococci. Follow the method requirements for all others.

Method	Verify with the following:					
Enterococci EPA 1600	<u>BHI Agar Slant</u>	<u>BHI</u>	<u>Gram stain</u>	<u>BHI</u>	<u>BEA</u>	<u>BHI w/6.5% NaCl</u>
	35 ± 0.5°C 48 ± 3 h (use growth for gram staining)	35 ± 0.5°C 24 ± 2 h (turbidity)	(gram positive cocci)	45 ± 0.5°C 48 ± 3 h (turbidity)	35 ± 0.5°C 48 ± 3 h (growth w/ black/brown precipitate)	35 ± 0.5°C 48 ± 3 h (turbidity)
Fecal Coliforms SM9222D	<u>LTB</u>	<u>EC</u>				
	35 ± 0.5°C 48 ± 3 h (turbidity and gas)	44.5 ± 0.2°C 24 ± 2 h (turbidity and gas)				

The response bolded in parentheses indicate the positive result for each test.

c. Reporting

- (i.) Adjust colony counts for the original positive sample based on percent of colonies verified positive.
 - (1) For example: A sample dilution has a colony count of 30 fecal coliforms. Ten of these positive blue colonies were used in the verification tests, but only 8 verified positive for both EC and LTB. This means only 80% were verified positive and therefore the final count of 30 is adjusted by 80% to 24 colonies.
 - (ii.) For verified samples, report as “Verified” in the comment field.

10. Data Qualifier Codes - The use of Data Qualifier Codes is not discussed in the methods, but the Department’s QA-Rule 62-160 F.A.C. requires that data qualifiers be used when the data is being submitted to the State. The purpose of the Data Qualifier Codes is to communicate the reliability of the reported data to the consumer. Table 3 identifies those Data Qualifier codes that are generally associated with microbiological data reporting. Others may apply. The laboratory must apply any applicable data qualifiers as listed in Table 1 of the Quality Assurance Rule (62-160, F.A.C.)

- a. Any data point which is derived from any analysis other than the direct calculation of the number of colonies on a membrane filter that were within the recommended range of the method must be qualified with one or more of the Data Qualifier Codes listed below.
- b. Any result associated with a failed QC test must be reported with applicable data qualifiers.
- c. Any result that is associated with a failure to meet test requirements (e.g., holding time, incubation time, etc.) shall also be qualified with applicable data qualifiers.
- d. Failure to report data with appropriate data qualifier codes will be returned to the laboratory without payment for services until corrections are made.

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Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier 62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)

A	Rule	Value reported is the arithmetic mean (average) of two or more determinations. This code shall be used if the reported value is the average of results for two or more discrete and separate samples. These samples shall have been processed and analyzed independently. Do not use this code if the data are the result of replicate analysis on the same sample aliquot, extract or digestate.
	<i>Contract Requirement</i>	<i>Two or more replicates of the same volume of sample are run and the data averaged.</i>
B	Rule	Results based upon colony counts outside the acceptable range. This code applies to microbiological tests and specifically to membrane filter colony counts. The code is to be used if the colony count is generated from a plate in which the total number of coliform colonies is outside the method indicated ideal range. This code is not to be used if a 100 mL sample has been filtered and the colony count is less than the lower value of the ideal range.
	<i>Contract Requirement</i>	<i>Based on colony counts outside the method specified range of 20 – 60 colonies per membrane filter. This code is not required if a 100 mL sample has been run, the density reported is below 20 and only this sample value was reported.</i>
J	Rule	Estimated value. A "J" value shall be accompanied by a detailed explanation to justify the reason(s) for designating the value as estimated. Where possible, the organization shall report whether the actual value is estimated to be less than or greater than the reported value. A "J" value shall not be used as a substitute for K, L, M, T, V, or Y, however, if additional reasons exist for identifying the value as an estimate (e.g., matrix spiked failed to meet acceptance criteria), the "J" code may be added to a K, L, M, T, V, or Y. Examples of situations in which a "J" code must be reported include: instances where a quality control item associated with the reported value failed to meet the established quality control criteria (the specific failure must be identified); instances when the sample matrix interfered with the ability to make any accurate determination; instances when data are questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of a grab sample); instances when the analyte was detected at or above the method detection limit in a blank other than the method blank (such as calibration blank or field-generated blanks and the value of 10 times the blank value was equal to or greater than the associated sample value); or instances when the field or laboratory calibrations or calibration verifications did not meet calibration acceptance criteria.
	<i>Contract Requirement</i>	<i>In addition to the above examples, other "J" code situations are: quality control duplicate failures, ongoing precision recovery (OPR) spike failures, matrix spike failures, incubation period or temperature failures, other QC check failures.</i>
O	Rule	Sampled, but analysis lost or not performed.
	<i>Contract Requirement</i>	<i>Sample taken but analysis lost, invalidated, or not performed.</i>
Q	Rule	Sample held beyond the accepted holding time. This code shall be used if the value is derived from a sample that was prepared or analyzed after the approved holding time restrictions for sample preparation or analysis.

Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)

Qualifier	Contract Requirement	Contract Requirement
U	<p><i>Sample received after 6 hours OR analyzed beyond 8 hours.</i></p> <p>Indicates that the compound was analyzed for but not detected. This symbol shall be used to indicate that the specified component was not detected. The value associated with the qualifier shall be the laboratory method detection limit. Unless requested by the client, less than the method detection limit values shall not be reported (see "T" above).</p>	<p><i>Organism was analyzed for but not detected.</i></p>
V	<p>Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value. Note: unless specified by the method, the value in the blank shall not be subtracted from associated samples.</p>	<p><i>Analyte was detected in both samples and method blank. Use this code when the sample result is less than or equal to 10 times the value of the blank. Do not subtract the value of the blank from the sample result.</i></p>
Y	<p>The laboratory analysis was from an improperly preserved sample. The data may not be accurate.</p>	<p>Too many colonies were present for accurate counting. Historically, this condition has been reported as "too numerous to count" (TNTC). The "Z" qualifier code shall be reported when the total number of colonies of all types is more than 200 in all dilutions of the sample. When applicable to the observed test results, a numeric value for the colony count for the microorganism tested shall be estimated from the highest dilution factor (smallest sample volume) used for the test and reported with the qualifier code.;</p>
Z	<p><i>Colonies on plate too numerous to count (TNTC). Results shall be reported as the maximum recommended count of typical target colonies (60 CFU /lowest volume used x 100 mL). If atypical, non-target, spreading colonies or other interferences occur where typical target organisms cannot be determined, report "No Result" in the results column and "Z" in the Data Qualifier column.</i></p>	

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MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 20, 2012

RE: Resource Management Activity Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of August.

August 2012	Received				
Environmental Resource Permits	Noticed General	General	Individual	Exemption Requests	Extension Requests
	7	5	0	2	2
	Issued				
	Noticed General	General	Individual	Exemptions Granted	Extensions Granted
	8	3	6	4	2

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes.

File Number	Project Name	County	Issue Date
ERP89-0255M3	New River Landfill Improvements	Union	8/21/12
ERP12-0103	Log Landing Boat Ramp Improvements	Gilchrist	8/21/12
ERP11-0041	SR 31 / SR 145 Bridge Replacement – Withlacoochee River	Madison	8/27/12

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2009 to August 31, 2012.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				August 2012	August 2012
Exempt	54	28	26	1	0
Noticed General	530	379	151	2	1
General	304	194	110	6	2
Works of the District	123	64	59	0	0
Individual	56	41	15	2	0
Conceptual	4	3	1	0	0
TOTAL	1071	709	362	11	3
PERCENT		66%	34%		

*O& M includes permits that have expired and were not constructed.

Water Use Permitting and Water Well Construction

The following table summarizes water use and water well construction permitting activities during the month of August.

August 2012	Received		Issued
Water Use Permits	20		5
Water Well Permits	93		93
Water well permits issued and received according to well use:			
Abandoned/destroyed	1	Livestock	0
Agricultural Irrigation	0	Monitor	14
Aquaculture	0	Nursery	0
Climate Control	0	Other	3
Fire Protection	1	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	68
Landscape Irrigation	4	Drainage or injection	0
Commercial or Industrial	1	Test	0

With the recent rise in groundwater levels throughout the District, reports of dry wells have stopped. Staff will report summary of dry wells in conjunction with future water shortage situations.

Rule development and adoption

The rulemaking schedule follows this report. Staff is participating in weekly joint meetings and conference calls with the Department of Environmental Protection (DEP) and the other Water Management District's (WMD) to address rule changes required as a result of the recent legislative session and as they relate to water uses (CUPcon) and environmental resource permitting (SWERP) consistency.

Engineering Projects

Alligator Creek Restoration Project, Bradford County

- Staff is revising the interlocal agreement with the City of Starke.
- Staff requested that the District's attorney review the \$250,000 grant agreement from the Florida Wildlife Conservation Commission (FWC)
- The District, City of Starke and FWC have agreed to wait until the Detailed FEMA Study is completed for the Alligator Creek corridor before finalizing plans on this project. The study will provide important modeling information which will be used to finalize the design and apply for the required permits.

Federal Emergency Management Agency (FEMA) Map Modernization and Risk MAP

Fiscal Year 2009 projects:

- Staff is reviewing preliminary mapping materials for Gilchrist and Lafayette counties. Meetings with those communities will then be held to gather their feedback on the outcome of these studies.

Fiscal Year 2010 projects:

- Field survey for Lake Butler H&H work has been completed. Approximate Zone A studies are under internal review by AMEC for the Lower Suwannee watershed.

Fiscal Year 2011 projects:

- The FY11 business plan is being finalized along with the discovery reports for the Santa Fe and Upper Suwannee watersheds.

Fiscal Year 2012 projects:

- FEMA grant funding has been awarded and the Mapping Activity Statements are being reviewed by our attorney for signature.

HydroMentia

- The District and Suwannee River Partnership staff is setting up a meeting with Pilgrim's Pride to discuss how HydroMentia's algae scrubber process may improve the effluent from the Ellaville processing plant.

Bell Springs Restoration

- Staff opened the control gate on the Bell Springs dam to lower water levels to facilitate surveying. Unfortunately, due to gate being clogging by algae, the water had to be pumped from the ponds.
- A scope of work for surveying services was prepared by FWC and District staff. FWC will contract with the surveyor and pay for the survey.

Cannon Creek Wetland Mitigation

- Based on preliminary data, staff believes there are potential wetland mitigation opportunities on the Lake City Wellfield tract.
- Staff requested cost estimates from two local consulting firms to develop a mitigation assessment.

Water Conservation Program

- The Florida Rural Water Association (FRWA) completed the initial water conservation reports for the cities of Madison and Lawtey. They are currently working in Gilchrist County and will evaluate Cedar Key, Lake Butler, Chiefland, Newberry, High Springs, and Starke over the next 30 to 60 day.
- District staff and FRWA met with Suwannee and Columbia County Schools to discuss the results of the report and review the proposed contractual agreement for funding.
- Meetings with Gilchrist and Levy County schools are scheduled for September.

Big Bend Water Authority Sewer System

- Construction is scheduled to begin October 2012.

Minimum Flows and Levels Survey Contract

- Staff teleconferenced with Land and Sea Surveying on August 17, 2012, to discuss the contract and scope of work.
- On September 10, 2012, staff met with Land and Sea to discuss the format for deliverables.
- Staff sent a copy of the contract to the District's attorney for his review.

Dispersed Water Storage on District Owned Lands

- Staff investigated and mapped potential ditch block locations on the Steinhatchee Rise tract. Final plans are being prepared for the permit application.
- The Governing Board approved a resolution at the September 11, 2012, Governing Board Meeting endorsing the dispersed water storage plan as a restoration project

Jefferson County

- District staff and Dr. George Cole met with Hines Boyd, Chair of the Jefferson County Board of County Commissioners, and county staff on September 4, 2012, to discuss the flooding on Thompson Valley Road.

Staff Outreach

- Staff is working to implement the E-permitting process in cooperation with St. Johns River Water Management District. The Water Well construction portion has been implemented. It is anticipated that the ERP and Water Use portions will follow upon completion of the on-going state-wide CUPCon and SWERP rulemaking. Staff continued to coordinate with FDEP and water management districts on reclaimed water policy.
- Staff continues to attend the Columbia County and Suwannee County Catalyst Working Groups to discuss regulatory issues.
- Staff continues to work with local governments and residents in the aftermath of Tropical Storm Debby.
- Staff hosted the North Central Florida Water Well Contractors Association (NCFWWCA) on September 20, 2012, in Live Oak. Training on the new e-permitting portal was provided.
- Staff attended a Florida Floodplain Manager's Association leadership training in Tampa, Florida September 6 & 7, 2012.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the September Governing Board meeting if you would like further information.

TS/rl

Attachments

40B-2.301

Conditions of Issuance of Permits

Send to OFARR	6/29/11
Approved by OFARR	7/5/11
GB Rule Dev. Auth.	8/9/11
Notice of Rule Dev.	8/26/11
GB Proposed Rule Auth.	4/10/12
Notice of Proposed Rule	6/22/12
Notice of Technical Change	8/14/12
Send to JAPC	9/11/12
Mail to DOS (tentative)	10/12
Effective Date (tentative)	10/12

40B-2.301

Water Use Monitoring

GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	9/11/12
Notice of Proposed Rule	9/21/12
Public Workshop	10/11/12
Send to JAPC	10/12
Mail to DOS (tentative)	11/12
Effective Date (tentative)	12/12

40B-1, 40B-4, 40B-400**Statewide Environmental Resource Permitting (SWERP)**

GB Rule Dev. Auth.	9/11/12
Notice of Rule Dev.	9/28/12
GB Proposed Rule Auth.	
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-1, 40B-2, 40B-8, 40B-21**CUPcon**

GB Rule Dev. Auth.	5/29/12
Notice of Rule Dev.	7/20/12
GB Proposed Rule Auth.	
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

MEMORANDUM

TO: Governing Board

FROM: Kevin Wright, Professional Engineer
Hugh Thomas, Suwannee River Partnership

DATE: September 20, 2012

RE: AG Team/Suwannee River Partnership Activity Report

Staff met with additional poultry growers to update the poultry farm conservation plans in the Middle Suwannee area as part of the United States Department of Agriculture - Natural Resources Conservation Service "Conservation Technical Assistance" Grant. Updated plans will provide producers with a "Presumption of Compliance with State Water Quality Standards" for the upcoming Florida Department of Environmental Protection (FDEP) Suwannee Basin Management Action Plan.

Staff continues to meet to develop the District-wide Agricultural Cost-share Program to assist producers with water conservation practices

Staff has worked to develop a new Irrigation Retrofit program utilizing Florida Department of Agriculture and Consumer Services (FDACS) funding (\$100,000) for the new 2013 fiscal year. This program will be administered through the Levy Soil and Water Conservation District. Center pivot irrigation systems will be upgraded for water conservation and efficiency.

Staff has worked to develop a Best Management Practice (BMP) tools cost share program utilizing FDACS funding (\$100,000) for innovative tools to assist producers in fertilizer application and water conservation. This program will be administered through the Suwannee County Conservation District.

Staff met with farmers as part of the FDEP 319-funded Sod-Based Rotation Project to schedule fall plantings of crops associated with this program. This project will enable producers to see on-farm demonstrations on incorporating grass-based crops into traditional crop rotations to improve soil conditions and water conservation.

Staff met with Mobile Irrigation Lab (MIL) staff to develop and sign a contract for MIL services for the 2013 fiscal year and identify priority areas. Additionally, MIL staff was given names of producers that have already requested services.

Staff and technicians met with FDACS Office of Water Policy field staff for a state-wide meeting to discuss office priorities and coordination efforts. The meeting was held in Apopka at the University of Florida Institute of Food and Agricultural Sciences (UF-IFAS) Research and Education Center.

Staff met with the WGTN television news crew at the Karl Allison Farm in Columbia County to highlight the irrigation retrofit program the District and Ag Team will be involved with as part of the Santa Fe Basin Management Action Plan program. Mr. Allison was interviewed as well to

discuss his perspective on the benefits of retrofitting irrigation systems and utilizing BMP tools to manage fertilizer and irrigation water applications.

Staff met with Del Botcher of Soil and Water Engineering and Florida A&M University staff to discuss a new computer model which would enable producers to select a suite of Best Management Practices to determine an estimated benefit to environmental resources through improved management of fertilizer and irrigation water.

Staff continues to assist with resolving irrigation and other agriculture related complaints.

Staff visited farmers to assist with BMP implementation assurance, BMP follow-up, sampling assistance, record keeping assistance, and other education.

Staff assisted farmers with water use permits. Included were four permits that will be presented to the Governing Board in the next few months.

Staff has been attending County Farm Bureau meetings to inform producers about upcoming programs.

Staff met with a Senior Manager at Florida Dairy Farmers to increase his awareness of current District activities and the District's relationship to the dairy industry. Staff then toured two dairies (confined operation and rotationally grazed) with the Executive Director.

Staff will present on current agricultural issues at the October "Manure Meeting" in Alachua on October 5th and at the October 16th Florida Dairy Farmers Scientific Advisory Panel in Gainesville.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the October Governing Board meeting if you would like further information.

KW/dd

Compliance

updated 10/2/2012 10:44:22 AM

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE06-0058	LEVY	8/2/2006	10/24/2012	Unpermitted construction.	Douglas McKoy	Permit denial removed from May 2010 Board. 8/2/10; information received. 11/1/10; engineer stated the response submittal was in the mail. 1/3/11; RAI response received. 1/25/11; RAI sent. 4/21/11; received extension request. Extension granted. 8/5/11; received RAI response. 9/2/11; RAI sent. Meeting 9/22/11; working on revising mitigation plan. 12/6/11; emailed respondent for update. January 2012 Board for denial & enforcement proceedings. 1/4/12; received additional information. 1/9/12; received environmental audit. Board granted Respondent 60 days to complete application. 3/29/12; received response. Staff reviewed submittal. 4/24/12; RAI sent. 5/23/12; information received. 6/15/12; meeting to discuss mitigation. 6/21/12; RAI sent. As of 8/13/12, no information received. Staff requested denial of application & enforcement action at 9/12 meeting. Board approved two-week extension. 9/24/12; received RAI information.	Webster, Patrick
CE10-0026	COLUMBIA	4/20/2010		Unpermitted construction.	Sam Oosterhoudt-Lake City Developers, LLC.	4/20/10; SWO delivered. 4/26/10; NOV sent. 5/21/10; file to legal. 5/26/10; Engineer hired. Legal action on hold. 7/26/10; received ERP application. 8/11/10; sent RAI. 11/15/10; sent 18 day letter. 1/11/11; extension letter sent. 2/4/11; meeting with Respondent. 3/14/11; signed & executed Compliance Agreement (CA) sent to Respondent. 5/18/11; received costs & partial penalty. 5/31/11; Respondent defaulted on CA. June 2011 Board for initiation of legal action. 7/12/11; Board contacted Respondent. 8/5/11; no information received. August 2011 Board for initiation of legal action. 8/8/11; penalties, application fee & as-builts received. 8/8/11; close file. 9/12/11; file reopened. 9/1/11; surety check returned for stop payment. 10/4/11; 14 days to pay for returned check. November 2011 Board. 11/8/11; Board deferred action until December 2011. 11/8/11; received Letter of Credit for review. January 2012 Board for revocation of permit & enforcement proceedings. 1/10/12; Respondent stated he would fix the issues. 3/1/12; site visit. 7/17/12; information received. 7/25/12; staff emailed respondent for additional information. As of 8/22/12; no information received.	Marshall, Leroy

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0031	TAYLOR	6/6/2011	10/15/2012	No as-builts.	Fred Shore - Gulf Breeze Partners, LLC.	20 days to contact District. 06/17/11; received call from Respondent. 7/13/11; on-site meeting. Respondent to modify the permit. 10/13/11; call from Engineer; as-built to be submitted by 10/31/11. 10/27/11; call from engineer. Owners will not modify permit at present. Owners will submit corrected as-builts on or before 11/15/11. 11/21/11; call from engineer to discuss as-builts. 12/27/11: extended deadline. 1/05/12; call with engineer and owner. As builts complete and engineer is updating drawings to bring permit into compliance. DEP has requested optional plans since the site will be divided into dual ownership. New field data is being compiled and revised plans will be submitted jointly to District and DEP by 6/30/12. 06/15/12; meeting Respondent and engineer. Respondent in legal discussions with the developer. Owner and attorney are scheduled to meet with attorneys on 7/26/12. Owner will provide schedule outlining when the information will be submitted. If acceptable, the District will execute a Compliance Agreement with the Respondent by 10/15/12.	Bowden, Jerry
CE12-0017	COLUMBIA	5/10/2012	12/10/2012	Clearing in setback of river.	Jack & Eva Harden	20 days to contact District. 7/16/12; site visit with Respondent to discuss violations. On 7/31/12 District Staff met with Mr. Harden to answer more questions and assist him with the permitting process. Respondent to submit WOD application for dock and replant trees by 8/31/12. 8/16/12; received WOD application. 9/11/12; sent RAI.	Robinson, Vince
CE12-0018	LAFAYETTE	7/25/2012	10/15/2012	Unpermitted sctructure in floodway.	Sean & Kimberly Lower	20 days to contact District. 8/30/12: agent met with staff . Sent WOD application & rules on 8/30/12. Resent application and rules on 9/25/12. As of 10/2/12, no information received. Staff to contact by 10/15/12.	Robinson, Vince
CE12-0020	DIXIE	7/17/2012	11/12/2012	Unpermitted excavation & draining of wetlands.	Raymond Hodges	20 days to contact District. Respondent contacted District on 08/24/12, and a meeting was conducted between Respondent and District staff on 08/30/12. A follow-up visit will be conducted with Dixie County to clarify boundaries between Mr. Hodges property and ERP02-0387. Mr. Hodges will be mailed a pre-ERP application correspondence on 10/01/2012, and a 60-day submission deadline will be requested in this correspondence.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE12-0004	ALACHUA	2/14/2012	10/15/2012	Unpermitted fill in wetlands.	Gary Yelvington/Yelvington Distribution Center	20 days to contact District. District was contacted in the prescribed period and has been in contact with the Yelvington's environmental consultant, Ecosystem Research Corporation (ERC). ERC has been delineating wetland boundaries and assisting Eng Denman & associates with an alternative site plan that will involve fill removal from wetlands. A revised impact delineation was received on 04/25/12. A meeting was attended scheduled with Yelvington's engineering and environmental consultant's on 04/30/12, to discuss mitigation of impacted area. On 08/01/12, a draft mitigation plan received; submittal reviewed, and recommendations discussed with Respondent's consultants on 08/14/12. Complete application expected to be submitted by 10/15/12.	Mantini, Louis
CE12-0019	SUWANNEE	7/25/2012	10/15/2012	Unpermitted structure in floodway.	John A. Workman	20 days to contact District. Mrs. Workman contacted the district on 8/28/12 to set up a time to meet. She stated that there was a structure there prior to the new one. Staff to contact by 10/15/12.	Robinson, Vince
CE10-0042	UNION	10/10/2010	9/20/2012	Unpermitted construction.	John Rimes, III - New River Forest Villas	04/04/11; information received. 5/11/11; letter sent; 30 days submit compliance deadline. 05/26/11; engineer had been hired on behalf of the Town & will comply with the District. 6/29/11; staff met on-site to review the site. Engineers to propose a phased approach to permit application in order. 7/26/11; letter received stating that engineer had been hired. 9/22/11; meeting with Worthington Springs. 10/5/11; sent letter to Respondent 30 days to submit ERP application & supporting documentation. 11/4/11; received ERP application. 11/30/11; RAI sent. Extension for RAI granted until 5/28/12. Staff to meet on 6/13/12, and decided to proceed by requiring Respondent to modify his application to include properties clearly under the ownership of New River Forest Villas. 8/1/12; RAI sent w/ 09/20/12, deadline. No response received by 10/01/12.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0005	BRADFORD	2/24/2011	11/1/2012	Unpermitted dredge & fill in wetlands.	Jacob Hake	20 days to contact District. Mr. Hake contacted the District on 2/26/11 and a site visit conducted on 3/11/11 with staff. Draft Compliance Agreement delivered 4/1/11. Meeting 4/8/11 to discuss agreement. Field visit with FPL on 05/31/11, upstream issues were addressed regarding DuPont properties. Meeting 6/24/11 to discuss watershed. Meeting 7/1/11 with County to determine ditch maintenance. 9/14/11; site visit to identifying current source of flooding concerns. Staff to follow-up by 10/12/11. 10/20/11; updated compliance agreement mailed. 10/24/11; received returned compliance agreements. Compliance Agreement re-sent on 10/31/11. Staff inspected on 11/25/11, and remedial actions have not been performed. January 2012 Board for approval of enforcement proceedings. 1/19/12; received signed CA agreement. 4/13/12; site meeting. Contacted Mr. Hake on 6/4/12 and informed him that staff would recommend enforcement if remedial actions prescribed by CA were not completed by 6/30/12. Staff & Counsel met with Respondent 8/24/12. 8/29/12; mailed amended CA.10/1/15; signed CA received.	Mantini, Louis
CE11-0007	GILCHRIST	2/9/2011		Unpermitted structure in floodway.	Richard & Rebecca Tenaglia	20 days to contact District. Received WOD application 3/2/11. 3/30/11; sent RAI. District staff met with Respondent on 4/8/11 to discuss draft compliance agreement (CA). CA mailed for signature 4/13/11. RAI mailed 4/15/11. CA returned unclaimed 5/2/11. 5/2/11; resent CA. CA received by Respondent but Respondent cannot return it at this time. 9/20/11; sent letter requesting return of CA by 10/11/11. 10/7/11; received mail from Respondent stating sudden health issues.10/28/11; sent email extending his execution of the compliance agreement to 11/30/11. Met with Respondent on 1/26/12. 3/13/12; staff reviewing preliminary variance request. 5/18/12; received Variance Request. 5/23/12; Variance request sent to legal for review. Legal review indicates that the variance form was acceptable. 6/21/12; Final Order & permit being reviewed by staff. 7/30/12; permit & variance approved FO12-0006. Waiting on variance to be recorded.	Webster, Patrick

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0010	GILCHRIST	3/17/2011	10/15/2012	Unpermitted development.	Richard Roberts	20 days to contact District. 3/22/11: Compliance Agreement being prepared & RAI sent. Mr. Roberts contacted the District on 3/22/11. Compliance Agreement received by Mr. Roberts on 3/21/11. 4/5/11; meeting at District. Executed the compliance agreement and paid penalty. 4/11/11; mailed executed Compliance Agreement. Conducted site inspection on 4/15/11, fill was removed and regraded but large mounds of cleared vegetation must still be removed from the floodway. RAI responses received on 4/21/11. Permit issued 4/28/11. Owner has requested a burn permit to burn vegetative piles. Has not been able to burn because of drought conditions. 7/19/11; Respondent came in and reported that he will work on burning the vegetative debris. Site visit 8/18/11 & 9/1/11. 9/7/11; letter sent. 45 days to remove vegetation debris. 10/7/11; Mr. Roberts informed District that due to health conditions, he has stopped debris removal. As of 1/17/12, Mr. Roberts has been given clearance to do some light work activity. He has been slowly working on removing the piles. Staff conducted an onsite inspection with the owner on 7/7/12. It was verified that progress has been made. Will continue to monitor. 8/2/12; site visit conducted. Working on removal of debris pile.	Webster, Patrick
CE11-0019	COLUMBIA	3/24/2011		Erosion & sediment control issues.	Palmer Daughtry - Emerald Cove Subdivision	21 days to contact District. Meeting scheduled for 6/22/11. Developer agreed to request Columbia County take over operation and maintenance (O&M). 8/23/11; 18 days to transfer O&M to County or complete corrective action. 9/14/11; letter sent to Respondent stating the enforcement will be referred to Board for initiation of legal action. Staff working with Columbia County to resolve maintenance issues.	Link, James

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: September 28, 2012
RE: Authorization for Staff Legal Service Contracts for Fiscal Year 2012/2013

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to continue contracts with the firms listed below for staff legal services for Fiscal Year 2012/2013.

BACKGROUND

The Governing Board authorized the Executive Director to execute agreements with a number of firms for staff legal services at its June 14, 2011 meeting. Subsequently, the Governing Board authorized continuation of contracts with the same firms in September 2011.

Based on staff experience since June 2011, staff recommends continuation of contracts with the following firms:

Firm	Lead Attorney	Location
Brannon Brown Haley & Bullock, P.A.	Steve Bullock	Lake City
Lindsey B. Lander	Lindsey B. Lander	Cross City
Robinson, Kennon & Kendron, P.A.	Bruce W. Robinson	Lake City
Springfield Law, P.A.	Jennifer B. Springfield	Gainesville
Prevatt Law Firm, P.L.	James W. Prevatt, Jr.	Live Oak

Funding for these agreements is included in the Fiscal Year 2013 budget.

ABS/rl

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: October 1, 2012
RE: Executive Office Weekly Activity Reports

Attached are the weekly Executive Office activity reports for the month of September. These reports were distributed to the Governing Board. I am providing these reports again for your convenience in lieu of another activity report.

ABS/rl
Attachments



Executive/Management

- Ann Shortelle participated on a DEP/WMD bi-weekly teleconference.
- Steve Minnis, Jon Dinges (presenter) and Bill McKinstry along with representatives from SJRWMD participated in the Alachua County Water Use Permit Workshop in Gainesville.
- Steve conducted an interview on water use permitting with Yaremi Farinas, WCJB TV 20, news reporter.
- Steve attended a Legislative Coordination Meeting and the 2012 Florida Water Forum in Orlando.
- Charlie Houder, Brian Kauffman, and Governing Board legal counsel attended the R.O. Ranch board of directors meeting.

Water Resources

- Ann, Jon D., Robbie McKinney, Daniel Simpson, Louis Mantini, Clay Coursey and John Good met with Intera and Janicki consultants to review the proposed Santa Fe River and Ichetucknee Springs MFLs in preparation for the governing board workshop. Warren Zwanka represented SJRWMD at the briefing.

Ag Team/Suwannee River Partnership

- Hugh Thomas attended the Bradford and Levy county soil & water conservation district meetings.
- Kevin Wright attended the Taylor County Farm Bureau annual meeting in Perry.

Land Management

- Terry Demott attended a Florida Forestry Association meeting in Destin. Chairman Don Quincey and board member Al Alexander also attended.
- Edwin McCook performed tract inspections at Ellaville/Holton Creek/Suwannee Springs.
- Bill McKinstry performed timber sale inspections at Steinhatchee Rise 2, Santa Fe RR and Alapahoochee.

GIS

- Bebe Willis and Paul Buchanan attended the WMD/DEP GIS Managers meeting in St. Petersburg.



Executive/Management

- Ann Shortelle spoke to the Lafayette County Farm Bureau at their annual membership meeting. Kevin Wright, Director of the District's new AG Team, also attended.
- Jon Dinges and Carlos Herd attended the FLOW science committee meeting in Lake City.
- Ann Shortelle participated in the CUPcon Core Team teleconference.
- Joe Flanagan gave an overview of the District to the "Leadership Lake City" class sponsored by Lake City-Columbia County Chamber of Commerce.
- Jon Dinges, Carlos Herd, and Dale Jenkins attended a Florida-Georgia coordination meeting in Valdosta. Staff from SJRWMD and DEP also attended.
- Ann Shortelle and DEP officials met in Tallahassee to discuss ASR permitting strategies.
- Ann Shortelle met with Greg Munson (DEP) to discuss other issues.
- Ann Shortelle gave an update regarding CUPcon, droughts and flooding, NFRWSP and the District Ag Team at the Suwannee River Partnership executive committee annual meeting.
- Ann Shortelle was a guest speaker at the AWRA meeting/reception in Cedar Key. Former Governing Board member, Heath Davis, also attended.
- Ann Shortelle participated in the SRWMD/SJRWMD/DEP monthly coordination teleconference.
- Charlie Houder participated in a teleconference with R.O. Ranch board of directors and Mr. Gonzales to discuss the trust agreement.
- Charlie Houder, Melanie Roberts, and Leah Lamontagne met with FDLE representatives to discuss safety and security recommendations for the District.

Water Resources/Supply

- Megan Wetherington met with FWC officials in Lake City to discuss no-wake rules.

Land Acquisition/Management

- Beau Willsey performed non-native weed control in Santa Fe Swamp.
- Scott Gregor performed prescribed burn planning at Shady Grove, Mount Gilead, Mallory Swamp and Little Shoals.
- Edwin McCook performed tract inspections at Aucilla.

Ag Team/Suwannee River Partnership

- Ann Shortelle, Jon Dinges, Hugh Thomas, Kevin Wright, and Joel Love attended the SRP executive committee meeting held at the District.
- Hugh Thomas (SRP) and Darrell Smith (DACS) met with Bob Knight to discuss agriculture and nutrient issues.

- Hugh Thomas attended the Dixie County Soil and Water Conservation District meeting in Cross City.
- Ann Shortelle, Hugh Thomas, and Kevin Wright toured Alliance Dairy and South Point Dairy with Mick Lochridge, Senior Manager of Industry Communications, Florida Dairy Farmers.
- Kevin Wright attended the Bradford County Farm Bureau meeting in Starke.



Weekly Activity Report to Governing Board September 21, 2012

Executive/Management

- Ann Shortelle participated in the Florida Water Choices V Panel in Gainesville to discuss Florida's water challenges.
- Ann Shortelle, Jon Dinges, Charlie Houder, Joe Flanagan, Carlos Herd, Tim Sagul, and other District staff met to review the District's response to Tropical Storm Debby and discuss procedural or other changes to improve response in the future.
- Ann Shortelle, Charlie Houder, and Richard Rocco met in Tallahassee with Greg Munson, Al Dougherty, and other DEP staff to discuss the proposed Ellaville/Damascus Peanut Co. land exchange.
- Chairman Don Quincey, Ann Shortelle, Jon Dinges, and Carlos Herd participated in the Quarterly Interagency FDEP/SRWMD/SJRWMD meeting in Palatka.
- Ann Shortelle, with Steve Minnis present, gave the State of the Resource and PILT check presentation to the Dixie County BOCC.
- Steve Minnis attended the Nature Coast Regional Water Authority meeting in Fanning Springs.

Water Resources

- Megan Wetherington participated in an Interagency Cyanobacteria Coordination Meeting to discuss multi-agency response to significant blue green algae bloom events.

Water Supply

- Carlos Herd attended the MFLs Technical Work Group for Clay/Putnam.
- Carlos Herd and Dale Jenkins attended the NFSEG Model Conceptualization meeting in Orlando.
- Carlos Herd and Dale Jenkins attended a SJRWMD/SRWMD groundwater modeling meeting in Gainesville.
- SRWMD MFL staff held a technical meeting on Sept. 21 with SJRWMD, DEP, and Florida Parks to review and request comment on the Lower Santa Fe and Ichetucknee Rivers and associated springs MFL work.

Resource Management

- Gloria Hancock and Warren Zwanka trained water well contractors to use the District's new E-permitting system at the North Central Florida Water Well Association monthly meeting.
- Kevin Wright participated in a monthly teleconference with SJRWMD and SWFWMD to review proposed water use permits that could have cross-boundary effects.

Land Acquisition/Management

- Bob Heeke, Bill McKinstry, and Glenn Horvath met with St. Johns River WMD staff to discuss their timber management system.
- Scott Gregor met with representatives of Foley Timber and Land Co. to discuss hydrologic improvements at Mallory Swamp.
- Charlie Houder attended a meeting of the R. O. Ranch, Inc Board of Directors discussing the Trust agreement for the R. O. Ranch endowment.

Ag Team/Suwannee River Partnership

- Hugh Thomas attended the Santa Fe and Gilchrist Soil and Water Conservation District meetings.
- Chairman Don Quincey was an invited speaker at the Alachua County Farm Bureau annual meeting.

Communications

- Vanessa Fultz issued news releases on the water storage project near Steinhatchee River and the White Sulphur Springs exploratory dive.
- Steve Minnis did a radio interview with WUFT regarding the Steinhatchee River water storage project.

Announcements for Week of September 24th

- NFRWSP stakeholder committee meeting, Sept. 24 at 1:00 p.m., Florida Gateway College – Lake City
- Surplus Lands Committee Meeting, Sept. 25 at 1:00 p.m., District Headquarters – Santa Fe Room.
- Governing Board meeting followed by a workshop, Sept. 25 at 3:00 p.m., District Headquarters – Suwannee Room.
- Final Public Hearing on FY 2012-2013 Budget, Sept. 25 at 5:30 p.m., District Headquarters – Suwannee Room.



Weekly Activity Report to Governing Board September 28, 2012

Executive/Management

- Ann Shortelle, Jon Dinges, Carlos Herd, and Vanessa Fultz attended the NFRWSP committee meeting.
- Ann Shortelle, with Board member Ray Curtis and Steve Minnis present, gave a presentation at the Kiwanis meeting in Perry.
- Ann Shortelle and Steve Minnis met with representatives from the City of Perry and Taylor County Economic Development Council.
- Ann Shortelle, Hugh Thomas, and Joel Love attended the monthly SRP breakfast.
- Steve Minnis, Hugh Thomas, and Kevin Wright attended the Suwannee County Farmer Meeting with USDA UnderSecretary Scuse, Farm Service Agency State Director Tim Manning, County Farm Service Agency Director Don Burnam, and various members of the agricultural community.
- Ann Shortelle, Jon Dinges, Tim Sagul, and Jerry Bowden met with City of Live Oak officials concerning storm water issues.

Water Supply

- Carlos Herd participated in the teleconference with SJRWMD and DEP staff concerning regional water supply issues.
- Carlos Herd participated in a CUPcon teleconference to discuss draft rule language for PWS Conservation.
- Carlos Herd and Tim Sagul participated in a teleconference to discuss permit criteria/conditions for issuance with SFWMD staff.
- John Good attended the Central Florida Water Initiative Minimum Flows and Levels & Reservations Technical Team Meeting with other WMD staff.

Resource Management

- Tim Sagul and Gloria Hancock attended the DEP/Florida Ground Water Association Quarterly Water Well meeting.

Land Acquisition/Management

- Bob Heeke, Glenn Horvath, and Deborah Parker participated in a webinar concerning the development of a mobile application to provide easier access to info about District lands.
- Charlie Houser, Vern Roberts, and Pennie Flickinger worked with the R. O. Ranch Board of Directors and Board Counsel to transfer the R. O. Ranch endowment.
- Charlie Houser and Bob Heeke met with the Board of Directors and staff of the Branford FFA to discuss the management of the Branford Bend Tract.

Ag Team/Suwannee River Partnership

- Ann Shortelle, Hugh Thomas, and Joel Love attended an SRP meeting.

- Kevin Wright and Joel Love attended the Jefferson and Hamilton Farm Bureau meetings.
- Hugh Thomas attended the Gilchrist and Dixie Farm Bureau meetings.

Communications

- Vanessa Fultz issued news releases on the FY 2012-13 budget and SRP's quarterly meeting.
- Ann Shortelle was interviewed on-camera by the FL Channel (WFSU) regarding the NFRWSP Sept. 24 meeting and the WMD Chairs' response to former WMD board members concerns regarding the budget.
- Ann Shortelle and Steve Minnis addressed budget questions from the Lake City Journal.
- Joe Flanagan answered questions from the Lake City Reporter concerning the FY 2012-13 budget.
- Steve Minnis did a radio interview with WUFT concerning the FY 2012-13 budget.

Announcements for Week of October 1st

- October 1st – State of Resource and PILT Presentation to the Bradford County Board of County Commissioners by Ann Shortelle.
- October 2nd – PILT Presentation to the Hamilton County Board of County Commissioners by Steve Minnis.

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director of Land Resources
DATE: October 1, 2012
RE: Approval and Execution of Resolution 2012-70, Authorizing the Exchange of District Lands to Damascus Peanut Company, Inc.

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-70:

- **Authorizing the exchange of 670 acres of the Ellaville tract for 585 acres of Damascus Peanut Company Inc. acreage to the Suwannee River Water Management District, and**
- **Authorizing the Chairman and Secretary to execute necessary closing documents.**

BACKGROUND

A public hearing is scheduled for October 9, 2012, to take comments on the proposed exchange of 670 acres of District lands in Madison County for the 585-acre Damascus Peanut Company Parcel in Madison County.

In March 2012 the Governing Board approved detailed assessment for this exchange. As part of the District's effort to exchange property for property with greater water resource values, the Surplus Land Committee consisting of Carl Meece, Ray Curtis and Kevin Brown recommended on July 12, 2012, that staff work toward an exchange of these parcels.

Under the exchange proposal Rich Property & Investment Group, Inc. will exchange 585 deeded acres of the Damsacus Peanut Company parcel to the District. Donald Rich of Rich Property & Investment Group, Inc. has an option to purchase this tract from Damascus Peanut Company. Mr. Rich will exercise his option interest at closing, and the District will take title from Rich Property & Investment Group, Inc. The District will surplus and exchange 670 acres of the Ellaville tract and \$200,000 for the Damsacus Peanut Company parcel.

Florida Statutes 373.089 (4) allows the Governing Board to exchange lands, to fix the terms and conditions and to pay any sum of money necessary to equalize the values of exchanged properties. The District is exchanging 670 acres and \$200,000 for the 585-acre Damascus

Peanut Company lands. Based on the appraisal averages, the District is exchanging its lands for 69% of the average appraised value of Damascus Peanut Company.

Several contingencies are in the contract, including obtaining rezoning of the property from conservation to agriculture, the application and approval of a water use permit by the District, and the District's release of all mineral rights. Mr. Rich has a 90- to 120-day due diligence period to satisfy these items at his expense.

In order to meet the Florida Statute requirement to have an appraisal current to 90 days of sale date, the parcel was reappraised on July 27, 2012, by William Carlton, MAI and Robert Sutte, MAI. If closing does not occur during that 90-day period, update appraisals will be ordered.

No state agency expressed interest to own the property. A notice of intent to sell will be advertised for once each week for three consecutive weeks prior to the sale date in a local Madison County newspaper.

The original contract for this exchange was signed by Rich Property and Investments Inc. on August 24, 2012. District counsel prepared an amendment to the existing contract to clarify the District's advertising and appraisal requirements to surplus the exchange parcel and to formalize with the Florida Fish and Wildlife Conservation Commission the intent for tortoise relocation. Staff recommends includes approval of the agreement including the amendment.

gal
enclosures
60-12-003

AMENDMENT TO CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 2012, by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes (the "DISTRICT"), whose address is 9225 CR 49, Live Oak, Florida 32060; and RICH PROPERTY AND INVESTMENT GROUP, INC., a Georgia corporation ("RICH"), whose address is 3269 Barwick Road, Quitman, Georgia 31643.

WITNESSETH:

WHEREAS, RICH and the DISTRICT have previously entered into a contract for the swapping of certain real property such contract being executed by the RICH on _____, 2012 and by the DISTRICT on _____, 2012 (the "CONTRACT"); and,

WHEREAS, the CONTRACT presently provides at paragraph 2 as follows:

This Contract shall be executed by the Executive Director of the DISTRICT and by RICH, and then presented to the Governing Board of DISTRICT. The Governing Board of DISTRICT shall then consider the Contract and approve the same if acceptable. This Contract shall not be effective or binding on either party unless and until it is approved by written resolution of the Governing Board of DISTRICT (and the date of such approval shall be the "Effective Date of this Contract").

; and,

WHEREAS, the Governing Board of the DISTRICT has not yet considered the CONTRACT; and,

WHEREAS, prior to such consideration by the Governing Board of the DISTRICT, the

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Madison, Florida
32341

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parties wish to amend the executed contract so that the Governing Board will consider the CONTRACT with this amendment already in place.

NOW THEREFORE, for and in consideration of the covenants of both parties as herein set forth, the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DISTRICT and RICH agree as follows:

1. RECITALS: The above recitals are accurate and are an integral part of this Contract.
2. AMENDMENT OF THE CONTRACT: The CONTRACT is hereby changed altered and amended as follows:

A. Subparagraph 13(A) of the CONTRACT shall hereafter read as follows:

A. DISTRICT represents to RICH that: (i) other than in compliance with all applicable environmental laws, rules and regulations, DISTRICT has not disposed of or dumped any hazardous waste or other environmental pollutants onto the DISTRICT Property, and DISTRICT has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the DISTRICT Property, (ii) to the best of DISTRICT's actual information and belief, without inquiry, the DISTRICT Property has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the DISTRICT Property has violated any applicable environmental laws, rules or regulations, (iii) DISTRICT has not received actual notice from any government agency that the DISTRICT Property is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the DISTRICT Property. For purposes of the representations set forth in this paragraph 13.A, knowledge and belief of DISTRICT and receipt of notice by DISTRICT is deemed to be that of Charles H. Houser, III, an employee of DISTRICT responsible for the DISTRICT Property. Within five (5) days after the Effective Date of this Contract, DISTRICT shall furnish RICH with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the RICH Property (the "Environmental Reports") in DISTRICT's possession.

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B. A subparagraph C is hereby added to paragraph 13 of the CONTRACT.

Subparagraph 13(C) of the CONTRACT shall hereafter read as follows:

C. The DISTRICT may, in its sole discretion and at its sole expense, relocate any of the gopher tortoises located on the DISTRICT Property. The DISTRICT shall obtain all permits required for such relocation at the DISTRICT's sole expense. The provisions of this subparagraph shall not be construed to require the DISTRICT to relocate any gopher tortoise or any particular gopher tortoise but rather grants this option to the DISTRICT. The DISTRICT shall have a term of six (6) months running from the Effective Date of this Contract to accomplish such relocation. The provisions of this subparagraph shall not toll or effect any other time limits set out this Contract or the date of closing. The DISTRICT's authority to accomplish such relocation shall survive closing. During the above six (6) month term, both before and after closing, the DISTRICT may enter the DISTRICT Property with manpower and equipment to accomplish such relocation and neither RICH nor any assignee nor subsequent owner of the DISTRICT Property, shall interfere with the same. No later than closing, the DISTRICT shall deliver to RICH a drawing of the DISTRICT Property showing the general area(s) on the DISTRICT Property from which the DISTRICT intends to relocate gopher tortoises. After closing, neither RICH nor any assignee nor subsequent owner of the DISTRICT Property, shall disturb any such area(s) shown on such drawing nor harm any gopher tortoise located therein, until the DISTRICT has completed its relocation in such area(s) or the running of the above six (6) month term, whichever occurs first.

C. Paragraph 20 of the CONTRACT shall hereafter read as follows:

20. CONDITION PRECEDENT TO CLOSING:

A. A condition precedent to RICH's obligation to close, is a determination by RICH, to RICH's satisfaction and at RICH's expense, after research and investigation by RICH, that the DISTRICT Property is (or will be after re-zoning of the DISTRICT Property to "Agriculture") exempt from gopher tortoise mitigation under the Florida Fish and Wildlife Commission (FWC) regulations. This condition precedent shall be waived unless RICH sends written notice to DISTRICT that this condition precedent has not been met no later than ninety (90) days after the Effective Date of this Contract.

B. A condition precedent to the DISTRICT's obligation to close shall be compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and

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373.099, Florida Statutes. These statutory requirements include, but are not limited to, the requirements that (1) both the RICH Property and the DISTRICT Property be appraised and that these appraisals show the appropriate fair market values for the specified time frames; and (2) a notice of intention to sell be published as required by statute and should a better offer be made in response thereto, that the DISTRICT would have the right to terminate this Contract, in which event both parties shall be relieved of all further obligations to the other. Further, should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

4. REMAINDER OF THE CONTRACT REAFFIRMED: All portions of the CONTRACT, other than those portion set out above are hereby reaffirmed by the parties.

5. THIS AMENDMENT TO BE CONSIDERED BY THE GOVERNING BOARD WITH THE CONTRACT: This Amendment shall be considered by the Governing Board of the DISTRICT at the same time the Governing Board of the DISTRICT considers the CONTRACT. Like the CONTRACT, this Amendment shall not be effective or binding on either party unless and until it is approved by written resolution of the Governing Board of DISTRICT.

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EXECUTED on this ____ day of _____, 2012 by the Executive Director of the
SUWANNEE RIVER WATER MANAGEMENT DISTRICT.

SUWANNEE RIVER WATER MANAGEMENT
DISTRICT

By: _____
ANN SHORTELLE, PHD.
As its Executive Director

STATE OF FLORIDA
COUNTY OF _____

Acknowledged before me this ____ day of _____, 2012, by ANN
SHORTELLE, PHD, as Executive Director of and on behalf of SUWANNEE RIVER WATER
MANAGEMENT DISTRICT, who is personally known to me or who produced
_____ as identification.

Notary Public

APPROVED AS TO
FORM AND LEGALITY

GEORGE T. REEVES
Governing Board Counsel

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EXECUTED on this _____ day of _____, 2012 by RICH PROPERTY AND INVESTMENT GROUP, INC.

RICH PROPERTY AND INVESTMENT GROUP, INC.

By: _____
J. DONALD RICH, CEO

STATE OF FLORIDA
COUNTY OF _____

Acknowledged before me this ____ day of _____, 2012, by J. DONALD RICH, as CEO, of and on behalf of RICH PROPERTY AND INVESTMENT GROUP, INC., who is personally known to me or who produced _____ as identification.

Notary Public

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AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

1:30 p.m., Tuesday
October 9, 2012

District Headquarters
Live Oak, Florida

1. Nutrients for Life Project – Ft. White High School, FFA
2. Gainesville Regional Utilities - *Water Supply*
3. External Audit
4. Statewide Environmental Resource Permitting Consistency and Fees Update