

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

OPEN TO THE PUBLIC

April 8, 2014
9:00 a.m.

Tommy Usher Center
Chiefland, FL

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair
Amendments Recommended by Staff: None
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
 - Agenda Item 6 - Approval of March 11, 2014 Governing Board Meeting and Workshop Minutes
 - Agenda Item 8 - Approval of Updated District Vehicle Procedure Policy
 - Agenda Item 10 - Approval of February 2014 Financial Report
 - Agenda Item 15 - Authorization to Execute a Contract for Construction and Maintenance of Hydrologic Improvements
 - Agenda Item 16 - Authorization to Purchase Culverts and Flashboard Risers for District Projects
 - Agenda Item 17 - Authorization for the Executive Director to Enter Into a Revenue Contract with the Florida Department of Environmental Protection (FDEP) to Implement a Groundwater Nitrate Reduction Project
 - Agenda Item 18 - Approval of a Modification with a 0.2152 mgd Increase in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-82-00070.003, Kenneth O. Dicks Farm, Inc., Columbia County
 - Agenda Item 24 - Reimbursement Request to the Department of Environmental Protection in the Amount of \$1,075,539 for the Period of January 1, 2014 through March 31, 2014 for District Expenditures Relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management Activities
 - Agenda Item 25 - Consideration of Resolution 2014-06 Requesting the Remainder of Funds from the Water Management Lands Trust Fund for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of April 1, 2014 through June 30, 2014
6. Approval of Minutes – March 11, 2014 Governing Board Meeting and Workshop – **Recommend Consent**

7. 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

GOVERNING BOARD LEGAL COUNSEL

Tom Reeves

No Items

BUREAU OF ADMINISTRATION AND OPERATIONS

Dave Dickens, Bureau Chief

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| AO Page 1 | 8. Approval of Updated District Vehicle Procedure Policy - Recommend Consent |
| AO Page 5 | 9. Authorization for the Executive Director to Execute a Contract for the Sale of Timber with John A. Cruce, Jr., Inc., for the Little River #4 Timber Sale |
| AO Page 8 | 10. Approval of February 2014 Financial Report - Recommend Consent |
| AO Page 13 | 11. Land and Facilities Operations Activity Summary |

DIVISION OF WATER SUPPLY

Carlos Herd, P.G., Director

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| WS Page 1 | 12. Authorization to Execute a Contract for Surface Water Modeling Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project |
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DIVISION OF WATER RESOURCES

Erich Marzolf, Ph.D., Director

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| WR Page 1 | 13. Agricultural Water Use Monitoring Update |
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DIVISION OF RESOURCE MANAGEMENT

Tim Sagul, P.E., Director

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| RM Page 1 | 14. Otter Sink Dispersed Water Storage Project Partnership with Anderson Land and Timber Company, Dixie County |
| RM Page 10 | 15. Authorization to Execute a Contract for Construction and Maintenance of Hydrologic Improvements – Recommend Consent |
| RM Page 12 | 16. Authorization to Purchase Culverts and Flashboard Risers for District Projects – Recommend Consent |
| RM Page 14 | 17. Authorization for the Executive Director to Enter Into a Revenue Contract with the Florida Department of Environmental Protection (FDEP) to Implement a Groundwater Nitrate Reduction Project – Recommend Consent |

RM Page 15 18. Approval of a Modification with a 0.2152 mgd Increase in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-82-00070.003, Kenneth O. Dicks Farm, Inc., Columbia County - **Recommend Consent**

RM Page 24 19. Permitting Summary Report

RM Page 27 20. Enforcement Status Report

EXECUTIVE OFFICE

Ann B. Shortelle, Ph.D., Executive Director

EO Page 1 21. Consideration of Resolution 2014-05 Authorizing an Exchange of Real Property Interests in Dixie County with Doug and Lisa Anderson

EO Page 37 22. Consideration of Waiver of Option to Purchase and Right of First Refusal to the 20-acre Andrews Tract in Levy County

EO Page 48 23. Consideration of Easement for Ingress and Egress to Dawn Kenyon in Dixie County

EO Page 59 24. Reimbursement Request to the Department of Environmental Protection in the Amount of \$1,075,539 for the Period of January 1, 2014 through March 31, 2014 for District Expenditures Relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management Activities - **Recommend Consent**

EO Page 63 25. Consideration of Resolution 2014-06 Requesting the Remainder of Funds from the Water Management Lands Trust Fund for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of April 1, 2014 through June 30, 2014 - **Recommend Consent**

EO Page 67 26. Approval of Inspector General Internal Audit Activity Charter

EO Page 71 27. North Florida Regional Water Supply Partnership Stakeholder Committee Update

EO Page 72 28. Land Acquisition and Disposition Activity Report

EO Page 74 29. District's Weekly Activity Reports

30. Announcements

Unless otherwise noted, all meetings are at District Headquarters in Live Oak, Florida

April 8, 2014	9:00 a.m.	Board Meeting Tommy Usher Center Chiefland, FL Following the Board meeting the Board will travel to SWFWMD, Tampa, FL
April 9, 2014	9:00 a.m.	Tampa Bay Water Plant Site Visit

May 13, 2014

9:00 a.m.

Board Meeting
Followed by Workshop
District Headquarters

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

31. Adjournment

Any member of the public, who wishes to address the Board on any agenda item, or any other topic, must sign up (including the completion of the required speaker forms) with the Executive Director or her designee before the time designated for Public Comment. During Public Comment, the Chair shall recognize those persons signed up to speak on agenda items first. To the extent time permits, the Chair shall thereafter recognize those persons signed up to speak on non-agenda items. Unless, leave is given by the Chair, (1) all speakers will be limited to three minutes per topic, (2) any identifiable group of three persons or more shall be required to choose a representative, who shall be limited to five minutes per topic. When recognized by the Chair during Public Comment, a speaker may request to be allowed to make his or her comments at the time the Board considers a particular agenda item. The Chair may grant or deny such request in the Chair's sole discretion.

The Board may act upon (including reconsideration) any agenda item at any time during the meeting. The agenda may be changed only for good cause as determined by the Chair and stated in the record. If, after the regular time for Public Comment, the agenda is amended to add an item for consideration, the Chair shall allow public comment on the added agenda item prior to the Board taking action thereon.

All decisions of the Chair concerning parliamentary procedures, decorum, and rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.

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.

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.

9:00 a.m., Tuesday
March 11, 2014

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	Sec./Treas.	X**	
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chair		X
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams		X	
At Large	Gary Jones		X	

**Mr. Curtis arrived at 9:13 a.m.

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 B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Gov. Affairs / Communications Director	Steve Minnis		X
Bureau of Administration and Operations	Dave Dickens	X	
Water Supply Division Director	Carlos Herd	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Pat Webster, SRWMD	Dale Jenkins, SRWMD
Hugh Thomas, FDACS	Kevin Wright, SRWMD
Jamie Sortevik, SRWMD	Warren Zwanka, SRWMD
Tommy Kiger, SRWMD	Carrie Olshansky, SRWMD
Jessy Preston, SRWMD	Glenn Horvath, SRWMD
Brian Kauffman, SRWMD	Vanessa Fultz, SRWMD
Charles Houder, SRWMD	Megan Wetherington, SRWMD
Bill McKinstry, SRWMD	Rhonda Scott, SRWMD
Robin Lamm, SRWMD	Scott Gregor, SRWMD
Carolee Howe, Shenandoah Dairy	Georgia Shemitz, Gilchrist County
Craig Varn, Manson Bolves	Rick Hutton, GRU
Ronnie Poole, Poole Realty	Merrilee Malwitz-Jipson, Our Santa Fe River
Steve Gladin, Trenton	Lynn Bannister, Senator Bill Nelson Representative
Kathy McLeod	Dale Williams, Columbia County

Kelly Brittel, Town of Bronson
Richard Law, Law, Redd, Crona & Munroe, PA
Ed Booth, City of High Springs
Brent Whitman, City of Live Oak
Kevin Burkett, Mitigation Marketing
Jason Land, Land Dairy
Cory Mikell, H2O Mobile Lab
Chris Wynn, FFWCC
Charlie Daniel, Town of Branford
Lucinda Merritt, Ichetucknee Alliance
Bill Henderson, FDOT
Whatley Law, Echo River Plantation
Tim Bennett, City of Madison
Jimmie Scott, City of Lawtey
Chad Williams, Columbia County
Tori Humphries, GTC

Paul Still, BSWCD
Jon Ingram, Law, Redd, Crona & Munroe, PA
Gary Hardacre, City of Alachua
Charles Fellows, Water & Air Research
Jason Furry, Suwannee Parks & Recreation
Jack Byrd, Lafayette County
Scott Sadler, Lafayette County Public Works
Kerry Waldron, City of Live Oak
Robbie Lee, Town of Branford
Jim Knight, FDOT
Johnny Webb, City of Madison
Janet Donalds, Heritage Title Services
Tom Edwards, Echo River Plantation
Jimmy Dunford, Town of Bronson
Carolee How, Shenandoah Dairy

The meeting was called to order at 9:00 a.m.

Agenda Item No. 3 - Announcement of any Amendments to the Agenda by the Chair.

Updates:

- Update to Agenda Item 17 - Approval to Enter Into Contracts for the 2014 Fiscal Year Local Government Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program

Deletion:

- None

MRS. JOHNS MADE A MOTION TO APPROVE THE AMENDMENTS TO THE AGENDA. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 4 – Public Comment.

- Dale Williams, Columbia County Manager – RIVER Projects and MFL Recovery Strategy
- Ms. Kelli Brittel, Town of Bronson – RIVER Projects
- Merrilee Malwitz-Jipson, Our Santa Fe River – Spring Projects

Board Chair stated for the record that Mr. Ray Curtis, Board Member, arrived at meeting at 9:13 a.m.

Agenda Item No. 5 - Consideration of the Following Items Collectively by Consent:

- Agenda Item 6 - Approval of February 11, 2014 Governing Board Meeting and Workshop Minutes
- Agenda Item 9 - Approval of January 2014 Financial Report
- Agenda Item 10 - Approval of Revised District Finance and Accounting Policy
- Agenda Item 20 - Approval of a Modification with a 0.8144 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-83-00035.003, R. Moore Farms, Suwannee County

- Agenda Item 21 - Approval of a Modification with a 0.1408 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-03-00002.004, Don Green Farm, Alachua County
- Agenda Item 22 - Approval of a Modification with a 0.2677 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-85-00288.003, Driver Farm, Lafayette County
- Agenda Item 23 - Approval of a Modification with a 0.2289 mgd Decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00019.002, Phyllis Norfleet Farm, Alachua County
- Agenda Item 24 - Approval of a Modification with a 0.2514 mgd decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00038.002, Allison Gabe Green, Alachua County

DR. COLE MADE A MOTION TO APPROVE THE CONSENT ITEMS COLLECTIVELY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 6 – Approval of Minutes.

- February 11, 2014 Governing Board Meeting
- February 11, 2014 Governing Board Workshop

THE FEBRUARY 11, 2014 GOVERNING BOARD MEETING AND WORKSHOP MINUTES WERE APPROVED WITH THE CONSENT ITEMS.

Agenda Item No. 7 - Items of General Interest for Information/Cooperating Agencies and Organizations

- Megan Wetherington gave a presentation of hydrologic conditions of the District.
- Cooperating Agencies and Organizations - None

GOVERNING BOARD LEGAL COUNSEL

No Items

BUREAU OF ADMINISTRATION AND OPERATIONS

Agenda Item No. 8 – Authorization for the Executive Director to Enter into a Contract with Forestree Network Services LLC for Herbicide Application Services in Fiscal Year 2014 for an Amount not to Exceed \$51,964. Bill McKinstry, Lands and Facilities Operations Manager, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into a contract with Forestree Network Services, LLC, for Herbicide Application Services in Fiscal Year 2014 for an amount not to exceed \$51,964 as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH FORESTREE NETWORK SERVICES, LLC, FOR HERBICIDE APPLICATION SERVICES IN FISCAL YEAR 2014 FOR AN AMOUNT NOT TO EXCEED \$51,964. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 9 – Approval of January 2014 Financial Report. Approved on Consent.

Agenda Item No. 10 – Approval of Revised District Finance and Accounting Policy. Approved on Consent.

Agenda Item No. 11 – Land and Facilities Operations Activity Summary. The Land and Facilities Operations Activity Summary was provided as an informational item in the Board materials.

DIVISION OF WATER SUPPLY

Agenda Item No. 12 – Acceptance of the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels. Carlos Herd, Director, Division of Water Supply, presented staff recommendation to the Governing Board to accept the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels as provided in the Board materials.

Paul Still, BSWCD, provided comments to the Governing Board.

DR. COLE MADE A MOTION TO ACCEPT THE RECOVERY STRATEGY FOR THE LOWER SANTA FE AND ICHETUCKNEE RIVERS AND PRIORITY SPRINGS MINIMUM FLOWS AND LEVELS. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 13 – Water Conservation Month Proclamation. Carree Olshansky, Water Conservation Specialist, presented staff recommendation to the Governing Board to declare April 2014 as Water Conservation Month as provided in the Board materials.

MR. JONES MADE A MOTION TO DECLARE APRIL 2014 AS WATER CONSERVATION MONTH. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Rick Hutton, GRU, provided comments to the Governing Board regarding Agenda Item 12 - Acceptance of the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels.

DIVISION OF WATER RESOURCES

Agenda Item No. 14 – Interagency Agreement with Florida Geologic Survey for Spring Recharge Area Delineation in the Middle Suwannee Basin. Erich Marzolf, Director, Division of Water Resources, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into an Interagency Agreement with the Florida Geologic Survey to delineate spring recharge areas in the Middle Suwannee Basin for a total cost not to exceed \$210,000 as provided in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE FLORIDA GEOLOGIC SURVEY TO DELINEATE SPRING RECHARGE AREAS IN THE MIDDLE SUWANNEE BASIN FOR A TOTAL COST NOT TO EXCEED \$210,000. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE

GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 15 – Agricultural Water Use Monitoring Update. The Agricultural Water Use Monitoring Update was provided as an informational item as provided in the Board materials.

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 16 – Approval of the Amended Florida Department of Transportation Mitigation Plan 2014-2018. Pat Webster, Senior Professional Engineer, presented staff recommendation to the Governing Board for approval of the amended Florida Department of Transportation (FDOT) Mitigation Plan 2014-2018 as provided in the Board materials.

MR. CURTIS MADE A MOTION FOR APPROVAL OF THE AMENDED FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MITIGATION PLAN 2014-2018. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 17 – Approval to Enter Into Contracts for the 2014 Fiscal Year Local Government Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program. Mr. Webster presented staff recommendation to the Governing Board to authorize the Executive Director to enter into contracts with 11 applicants for the 2014 fiscal year Local Government RIVER Cost-Share Program as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS WITH 11 APPLICANTS FOR THE 2014 FISCAL YEAR LOCAL GOVERNMENT RIVER COST-SHARE PROGRAM WITH THE CONTRACTS FOR FUNDING BEING CONTINGENT ON LOCAL GOVERNMENTS ENACTING AN ACCEPTABLE ORDINANCE IN REGARDS TO WATER CONSERVATION RESTRICTIONS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 18 – Authorization for the Executive Director to Enter into an Agreement with Suwannee County Regarding Little River Springs Restoration. Mr. Webster presented staff recommendation to the Governing Board to authorize the Executive Director to enter into an agreement with Suwannee County regarding Little River Springs Restoration for a District cost share not to exceed \$90,000 as provided in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SUWANNEE COUNTY REGARDING LITTLE RIVER SPRINGS RESTORATION FOR A DISTRICT COST SHARE NOT TO EXCEED \$90,000. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 19 – Authorization to Purchase Rock Aggregate for District Projects. Brian Kauffman, Senior Professional Engineer, presented staff recommendation to the Governing Board to authorize the Executive Director to purchase rock aggregate from the mine with the lowest

combination of hauling and material cost for an amount not to exceed \$250,000 as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO PURCHASE ROCK AGGREGATE FROM THE MINE WITH THE LOWEST COMBINATION OF HAULING AND MATERIAL COST FOR AN AMOUNT NOT TO EXCEED \$250,000. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 20 – Approval of a Modification with a 0.8144 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-83-00035.003, R. Moore Farms, Suwannee County. – Approved on Consent.

Agenda Item No. 21 – Approval of a Modification with a 0.1408 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-03-00002.004, Don Green Farm, Alachua County. – Approved on Consent.

Agenda Item No. 22 – Approval of a Modification with a 0.2677 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-85-00288.003, Driver Farm, Lafayette County. – Approved on Consent.

Agenda Item No. 23 – Approval of a Modification with a 0.2289 mgd Decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00019.002, Phyllis Norfleet Farm, Alachua County. – Approved on Consent.

Agenda Item No. 24 – Approval of a Modification with a 0.2514 mgd decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00038.002, Allison Gabe Green, Alachua County. – Approved on Consent.

Agenda Item No. 25 – Adoption of Governing Board Directive GBD14-0002 Regarding Nonuse of Water Use Permits. Warren Zwanka, Senior Hydrologist, presented staff recommendation to the Governing Board to adopt directive number GBD14-0002 regarding Nonuse of Water Use Permits as provided in the Board materials.

DR. COLE MADE A MOTION TO ADOPT DIRECTIVE NUMBER GBD14-0002 REGARDING NONUSE OF WATER USE PERMITS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 26 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item as provided in the Board materials.

Agenda Item No. 27 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item as provided in Board materials.

EXECUTIVE OFFICE

Agenda Item No. 28 – Easement for Ingress and Egress to the Property of George and Kathy McLeod in Madison County. Charles Houder, Senior Land Management Program Manager, presented a

recommendation to the Governing Board to approve and execute an easement for ingress and egress to the property of George and Kathy McLeod in Madison County as provided in the Board materials.

DR. COLE MADE A MOTION TO APPROVE AND EXECUTE AN EASEMENT FOR INGRESS AND EGRESS TO THE PROPERTY OF GEORGE AND KATHY MCLEOD IN MADISON COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 29 – Consideration of Resolution No. 2014-03 Authorizing Sale of a 40-acre Parcel at Blue Sink in Suwannee County. Mr. Houser presented a recommendation to the Governing Board to approve and execute Resolution 2014-03 authorizing the sale of a 40-acre parcel at Blue Sink in Suwannee County as provided in the Board materials.

MR. BROWN MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION 2014-03 AUTHORIZING THE SALE OF A 40-ACRE PARCEL AT BLUE SINK IN SUWANNEE COUNTY. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 30 – Consideration of Resolution No. 2014-04 Authorizing Sale of the 69-acre Levings Surplus Parcel in Columbia County. Mr. Houser presented a recommendation to the Governing Board to approve and execute Resolution 2014-04 authorizing the sale of the 69-acre Levings parcel in Columbia County as provided in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION 2014-04 AUTHORIZING THE SALE OF THE 69-ACRE LEVINGS PARCEL IN COLUMBIA COUNTY. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 31 – Consideration of Amendment to the Echo River Plantation Conservation Easement, Suwannee County. Mr. Houser presented a recommendation to the Governing Board to approve and execute an amendment to the Echo River Plantation Conservation Easement in Suwannee County as provided in the Board materials.

MRS. JOHNS MADE MOTION TO APPROVE AND EXECUTE AN AMENDMENT TO THE ECHO RIVER PLANTATION CONSERVATION EASEMENT IN SUWANNEE COUNTY UPON COMPLETION OF AN UPDATED SURVEY DELINEATING THE BOUNDARY OF THE RESERVED AREA AND WITH THE REVIEW AND APPROVAL OF LEGAL COUNSEL. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 32 – Authorization to Conduct a Detailed Assessment and Commence Negotiations with Rock Bluff Spring Co., LLC, on a Fee Simple Purchase in Gilchrist County. Mr. Houser presented a recommendation to the Governing Board to authorize staff to conduct a detailed assessment and commence negotiations with Rock Bluff Spring Co., LLC, on the fee simple purchase of 173 acres in Gilchrist County as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE STAFF TO CONDUCT A DETAILED ASSESSMENT AND COMMENCE NEGOTIATIONS WITH ROCK BLUFF SPRING CO., LLC, ON THE FEE SIMPLE PURCHASE OF 173 ACRES IN GILCHRIST COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 33 – Agreement for Transmittal of Electric Consumption Data with Tri-County Electric Cooperative, Inc. Jon Dinges, Assistant Executive Director, presented a recommendation to the Governing Board to authorize the Chair to execute the Agreement for Transmittal of Electric Consumption Data with Tri-County Electric Cooperative, Inc, as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA WITH TRI-COUNTY ELECTRIC COOPERATIVE, INC. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 34 – Agreement for Transmittal of Electric Consumption Data with Suwannee Valley Electric Cooperative, Inc. Mr. Dinges presented a recommendation to the Governing Board to authorize the Chair to execute the Agreement for Transmittal of Electric Consumption Data with Suwannee Valley Electric Cooperative, Inc. as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA WITH SUWANNEE VALLEY ELECTRIC COOPERATIVE, INC. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 35 – Springs Protection Awareness Month Proclamation. Dr. Ann Shortelle, Executive Director, presented a recommendation to the Governing Board to proclaim April 2014 as Springs Protection Awareness Month as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO PROCLAIM APRIL 2014 AS SPRINGS PROTECTION AWARENESS MONTH. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 36 – North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Advisory Committee update was provided as an informational item in the Board materials.

Agenda Item No. 37 – Land Acquisition and Disposition Activity Report. The Land Acquisition and Disposition Activity Report was provided as an informational item in the Board materials.

Agenda Item No. 38 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Meeting adjourned at 11:55 a.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
 GOVERNING BOARD WORKSHOP

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.

Following the Governing Board Meeting
 March 11, 2014

District Headquarters
 Live Oak, FL

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec/Treasurer		X
Lower Suwannee River Basin	Don Quincey, Jr.	Chair	X	
Santa Fe/Wacc. Basins	Kevin W. Brown			X
Upper Suwannee River Basin	Alphonas Alexander	Vice Chair		X
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams			X
At Large	Gary Jones			X

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 B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs/Comm. Director	Steve Minnis		X
Bureau of Administration and Operations	Dave Dickens	X	
Water Supply Division Director	Carlos Herd	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB and HR Coordinator	Lisa Cheshire	X	

Guests:

Charles Houder	George Wilson
Glenn Horvath	Merrilee Malwitz-Jipson, Our Santa Fe River
Pat Webster	Paul Still, BSWCD
Bill McKinstry	Jon Ingram, Law, Redd, Crona & Munroe
Vanessa Fultz	Richard Law, Law, Redd, Crona & Munroe
Jessy Preston	
Rhonda Scott	
Steve Gladin	

Inspector General Proposed Plan

Richard Law and Jon Ingram of Law, Redd, Crona & Munroe, the District's Inspector General, discussed a proposed audit plan for the next three years.

RESTORE Update

Dr. Marzolf provided a summary of a RESTORE Act meeting held on March 7, 2014, at Otter Springs. The meeting attended by representatives of the District's four coastal counties along with a variety of State and Federal agencies who each have a role in natural resource preservation, conservation or restoration. Each agency briefly summarized their role in the RESTORE process and how they thought they could help the counties with efforts in their counties as well as Suwannee and coastal river watersheds to meet RESTORE Act goals. The counties plan to meet and collectively respond on how they would like to move forward with RESTORE Act planning.

The workshop ended at 1:18 p.m.

Chair

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Bureau Chief, Administration and Operations
DATE: March 24, 2014
RE: Approval of Updated District Vehicle Procedure Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the Updated District Vehicle Procedure Policy.

BACKGROUND

Staff developed the attached updated District Vehicle Procedure Policy to increase accountability, transparency, and efficiency.

DD/bmp
Enclosure

VEHICLE USE POLICY

Effective: April 8, 2014

The District maintains a fleet of vehicles. These vehicles are kept in assigned spaces and are available for check out by employees on an as-needed basis. District vehicles should be used by employees on District business whenever possible. Vehicles are to be used for District business only; no private use is permitted.

Employees with assigned vehicles must commute to and from District headquarters, or alternative duty station as defined by the District in writing, in private vehicles. In cases where the work assignment on a given day makes it more beneficial to the District to begin the day from the employee's home rather than District headquarters, the employee's Division Director or Bureau Chief may authorize a District vehicle to be driven home. This authorization is given on a case-by-case basis and must be provided in writing, in advance of vehicle use, using the Requested Authorization to Drive a District Vehicle Home form.

While using District vehicles, employees are to observe all traffic laws. All collisions or vehicle damage must be promptly reported to the employee's Division Director and the Risk Manager. Within two hours of the collision, the driver must go to a walk-in clinic for a drug and alcohol screening (see "Drug Free Workplace"). *Post-accident drug and alcohol testing must be conducted after accidents on employees whose performance could have contributed to the accident (as determined by a citation for moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving violation (see below drug testing policy).*

A Vehicle Incident Report should be submitted within 24 hours of the accident. A review of the accident will be conducted by the safety committee and a report will be produced to the Executive Director. Any citations received are the responsibility of the employee, must be promptly reported to the employee's Division Director and Fleet Manager, and may result in disciplinary action. No smoking is allowed in District vehicles. Drivers of both assigned and pool vehicles are responsible for immediately reporting, in writing, any unsafe or unusual vehicle condition to their Division Director and the Fleet Manager. Additionally, vehicles must remain clean and orderly.

Non-District employees who are involved in a legitimate District activity (such as District contractors or Governing Board members) may travel in a District vehicle driven by a District employee. However, unauthorized passengers such as friends or family members are not allowed to travel in a District vehicle.

DIVISION ASSIGNED VEHICLES

The District may assign vehicles to divisions that have staff that drive vehicles a minimum of 15 days per month or in the case of specialty vehicles (vehicles fitted with welders/generators, utility beds, etc.) and may be checked out by other Divisions when not in use. Division staff is

responsible for turning in Vehicle Repair Requisitions, ensuring maintenance is scheduled with the Fleet Manager and turning in fuel receipts/usage logs at the end of the month for all division assigned vehicles.

POOL VEHICLE CHECKOUT

A Microsoft Outlook calendar is used to track availability for each pool vehicle. Pool vehicles will be checked out on a first-come, first-serve basis. To check out a pool vehicle, create an appointment on the specific vehicle calendar for the dates and times you wish to check out that vehicle. Remember, it will be better to overestimate when you will need the vehicle due to the fact that other staff members may need that pool vehicle after you. Due to the first-come, first-serve policy, it is very important to correct appointment times if a change in appointment occurs.

When it is time to use the vehicle, the keys along with the Vehicle Log form will be available for pickup from their location in the District Headquarters Lobby. Staff is responsible for taking the vehicle folder containing the vehicle keys, a fuel credit card, an insurance card and a Vehicle Log form with them. Upon returning to the office with the vehicle, staff will ensure there is a minimum of a 3/4 tank of fuel. Staff should use regular unleaded gasoline unless the vehicle requires diesel fuel.

Once staff is done using the vehicle, the vehicle will be left clean of trash, work equipment, personal artifacts and parked in its assigned location. The keys with the Vehicle Log form and fuel receipts will be promptly returned to their proper hanging location in the District Headquarters Lobby. The Vehicle Log form must be properly completed by recording time of use, total mileage, fuel, purchases, repair needs or unusual conditions, date, public purpose, and initials.

Employees are required to record fuel usage at the time of refueling assigned vehicles or pool vehicles on the Vehicle Log form. Data on mileage, fuel use, cleaning, maintenance and repair is entered into a database by the Administration BRS on a monthly basis. It is critical that drivers of pool and assigned vehicles submit the Vehicle Log form in an accurate and timely manner.

USE OF PRIVATELY-OWNED VEHICLE

If no appropriate District vehicle (assigned or pool) is available, the use of a privately-owned vehicle may be approved in writing by a Division Director or Bureau Chief for official travel. The traveler will be entitled to a mileage allowance which is currently at a fixed rate of \$.445 per mile. Examples of special circumstances that will be considered for approval for travel in privately-owned vehicles are as follows: if no appropriate district vehicles are available, if the employee must relocate for work purposes for an extended amount of time, or if it is the most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required).

If determined by the Employee's Supervisor to be mutually beneficial to the Employee and the District, personal vehicle usage may be approved. Reimbursement will not exceed the cost to use a District vehicle.

All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. No reimbursement will be allowed for expenditures related to the operation, maintenance and ownership of the vehicle. All mileage will be calculated from the point of origin to the point of destination. [Section 112.061, Florida Statutes] Refer to District Travel Policy.

USE OF SEAT BELTS

All front and rear seat occupants of District-owned, leased or rented vehicles and all personal vehicles operated on District business are required to wear seat belts. Failure to wear seat belts will be considered improper use of a vehicle and will subject employees to disciplinary action. If an accident resulting in injury to an employee occurs and the employee is not wearing seat belts and the failure to use the seat belts contribute to injuries received, the employee's worker's compensation benefits may be reduced under the provisions of Section 440.09(4), Florida Statutes.

USE OF CELLULAR PHONES

The use of cell phones as applied in this section applies to any device that makes or receives phone calls, leaves messages, sends messages, surfs the Internet, or downloads and allows for the reading of and responding to email. The District requires employees to follow the laws of the road (F.S. 316). The District encourages employees to pull off the road to use a cell phone, hands on or hands off, or similar device while driving, whether the business being conducted is personal or District related.

Executive Director

Effective Date

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Bureau Chief, Administration and Operations

DATE: March 24, 2014

RE: Authorization for the Executive Director to Execute a Contract for the Sale of Timber with John A. Cruce, Jr., Inc. for the Little River #4 Timber Sale

RECOMMENDATION

Staff recommends the Governing Board Authorize the Executive Director to Execute a Contract for the Sale of Timber with John A. Cruce, Jr., Inc. for the Little River #4 Timber Sale.

BACKGROUND

On February 28, 2014, the District issued an Invitation to Bid for timber located on the 473-acre Little River Tract in Suwannee County. The timber offered for sale is natural hardwoods and planted slash pine. The goal of the sale is to reduce the oaks that have become dominant on some portions of the uplands, reducing the effectiveness of the prescribed fires. Pines will be thinned to 20 trees per acre on 146 acres to facilitate reforestation with longleaf pine in the future.

The 473-acre Little River #4 timber sale is being implemented to achieve several objectives. The sale is part of a multiyear study for the silviculture water yield project. The site will be harvested in such a manner as to create different vegetative structure to determine the potential impacts to water yield. The study areas are about 5 acres each. This harvest is located on sandy soils in an area with an unconfined aquifer.

Secondarily, the District is working with the National Wild Turkey Federation (NWTF) and Florida Fish and Wildlife Conservation Commission on an upland pine-restoration project over the same acres. The NWTF and Commission have awarded a multi-year grant to the District to facilitate this restoration work. The District has been awarded \$9,800 for expenses related to the timber sale through June 30, 2014.

The bids for the sale were due on March 18, 2014. This is a per unit sale. The calculated bids are based on the advertised volumes of hardwood pulpwood, pine pulpwood, pine chip-n-saw and the bid prices. Revenue for hardwood and pine fuelwood was not estimated since the volume of these products was not known.

Bids were received from the following companies:

<u>Product</u>	<u>Per Ton Bids</u>		
	<u>Cruce</u>	<u>MA Rigoni</u>	<u>Harley</u>
Pine Topwood	\$8.00	\$15.16	\$13.50
Pine Pulp	\$16.00	\$15.16	\$15.50
Pine CNS	\$25.00	\$22.66	\$23.93
Hardwood PW	\$12.00	\$8.00	\$6.26
Fuelwood chips	0.01	0.25	0.25

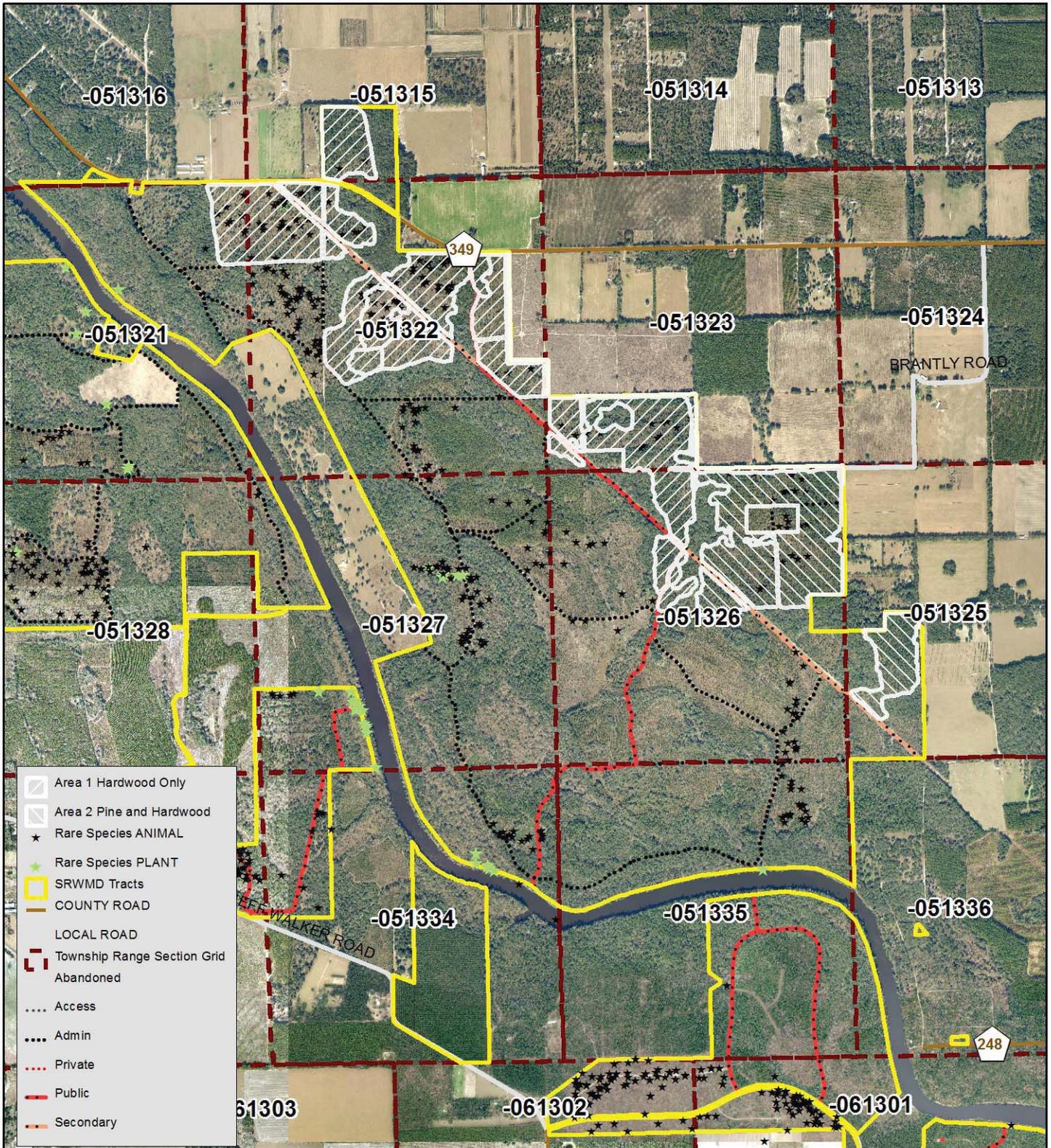
The calculated bids are as follows:

Bidder	City	Calculated Bid
Harley Forest Products, LLC	Lake City	\$104,645.29
M.A. Rigoni, Inc.	Perry	\$110,836.86
John A. Cruce, Jr. Inc.	Perry	\$137,053.00

The per ton bid prices of Cruce are \$8.00 for pine topwood, \$16.00 for pine pulpwood, \$25.00 for pine chip-n-saw, \$12.00 for hardwood pulpwood and \$0.01 for fuelwood chips.

The officers of John A. Cruce, Jr., Inc. are John W. Cruce, John M. Cruce and Carol M. Cruce of Perry, Florida.

DD/bmp



-  Area 1 Hardwood Only
-  Area 2 Pine and Hardwood
-  Rare Species ANIMAL
-  Rare Species PLANT
-  SRWMD Tracts
-  COUNTY ROAD
-  LOCAL ROAD
-  Township Range Section Grid Abandoned
-  Access
-  Admin
-  Private
-  Public
-  Secondary

Little River #4 Timber Sale
 Suwannee County
 March 17, 2014



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 3/17/2014

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Bureau Chief, Administration & Operations

DATE: March 24, 2014

RE: Approval of February 2014 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the February 2014 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 as attached.

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.

DD/bmp
Enclosure

**Suwannee River Water Management District
Cash Report
February 2014**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$81,808.67
First Federal Permit Fee	\$2.82	0.30%	\$12,788.57
First Federal Depository	\$294.02	0.39%	\$1,284,027.68
SPIA	\$26,231.41	0.75%	\$44,824,558.35
SBA Fund A	\$11.06	0.16%	\$92,060.48
SBA Fund B	-	-	\$249,148.63
TOTAL	\$26,539.31		\$46,544,392.38

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending February 28, 2014
(Unaudited)**

	Current Budget	Actuals Through 2/28/2014	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,384,693	\$ 4,237,059	\$ (1,147,634)	79%
Intergovernmental Revenues	16,721,900	4,195,052	(12,526,848)	25%
Interest on Invested Funds	333,794	149,504	(184,290)	45%
License and Permit Fees	171,939	28,406	(143,533)	17%
Other	216,318	292,138	75,820	135%
Fund Balance	6,409,874		(6,409,874)	0%
Total Sources	\$ 29,238,518	\$ 8,902,158	\$ (20,336,360)	30%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 7,394,563	\$ 1,811,151	\$ 23,578	\$ 5,559,834	24%	25%
Acquisition, Restoration and Public Works	16,234,956	508,970	(6,720)	15,732,706	3%	3%
Operation and Maintenance of Lands and Works	2,522,765	484,849	(9,780)	2,047,696	19%	19%
Regulation	1,188,555	471,545	42,797	674,213	40%	43%
Outreach	252,952	73,804	-	179,148	29%	29%
Management and Administration	1,644,727	632,230	(33,960)	1,046,457	38%	36%
Total Uses	\$ 29,238,518	\$ 3,982,549	\$ 15,915	\$ 25,240,054	14%	14%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITY BY FUND
FOR 2/28/2014

	Fund 01	Fund 04	Fund 05	Fund 07	Fund 08	Fund 11	Fund 13	Fund 15	Fund 16	Fund 17	Fund 19	Fund 25	Fund 44	Fund 45	Fund 48
TOTAL REVENUES	4,253,047	1,835,284	1,548,000	91,600	1,057,177	55,756	784,948	392,510	20,000	171,939	131	48	20,041	148,129	246,289
EXPENSES															
SALARIES AND BENEFITS															
SALARIES	829,339	0	0	0	250,625	0	180,619	156,342	13,741	94,035	90	34	0	0	0
GROUP INSURANCE	156,206	0	0	0	53,993	0	41,765	32,076	1,507	13,940	18	9	0	0	0
RETIREMENT	83,277	0	0	0	22,535	0	17,225	13,527	1,426	8,195	16	2	0	0	0
SOCIAL SECURITY	59,215	0	0	0	18,157	0	13,113	11,422	1,029	6,821	7	3	0	0	0
TOTAL SALARIES AND BENEFITS	1,128,537	0	0	0	345,310	0	252,722	213,367	17,703	122,991	131	48	0	0	0
OTHER PERSONAL SERVICES															
LEGAL FEES	11,308	0	0	0	5,714	0	17,758	13,160	235	1,121	0	0	0	0	0
CONTRACTUAL SERVICES	148,345	0	77,355	70,000	273,069	55,756	117,626	58,103	0	0	0	0	0	134,226	187,332
TOTAL OTHER PERSONAL SERVICES	159,653	0	77,355	70,000	278,783	55,756	135,384	71,263	235	1,121	0	0	0	134,226	187,332
EXPENSES															
PUBLICATION OF NOTICES	3,244	0	0	0	0	0	1,041	606	0	0	0	0	0	0	0
POSTAGE	6,576	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REGISTRATIONS & TRAINING	7,879	0	0	0	240	0	610	968	280	0	0	0	0	0	0
TRAVEL EXPENSES	18,392	0	0	0	0	0	783	254	94	0	0	0	0	0	0
UTILITIES	17,008	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNICATIONS	49,844	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE MAINTENANCE	10,473	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT MAINTENANCE	4,681	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROMOTIONS	4,950	0	0	0	0	0	68	0	0	0	0	0	0	0	0
FIELD SUPPLIES	57,428	0	0	0	512	0	1,918	283	0	0	0	0	116	0	0
OFFICE SUPPLIES	9,497	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMPUTER SUPPLIES	4,666	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FUEL & LUBRICANTS	19,540	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BOOKS & DOCUMENTS	759	0	0	0	26	0	0	17	0	0	0	0	0	0	0
COMPUTER SOFTWARE	13,278	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT RENTAL	18,838	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WORKERS COMPENSATION	10,611	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROPERTY & CASUALTY INSURANCE	58,743	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FEES & PERMITS	157,749	0	0	0	0	0	0	253	0	0	0	0	0	0	0
TOTAL EXPENSES	474,156	0	0	0	778	0	4,420	2,381	374	0	0	0	116	0	0
OPERATING CAPITAL OUTLAY															
COMPUTER EQUIPMENT	48,096	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIELD EQUIPMENT	7,426	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	55,522	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIXED CAPITAL OUTLAY															
ACQUISITION	0	0	0	0	0	0	2,387	0	0	0	0	0	0	0	0
TOTAL FIXED CAPITAL OUTLAY	0	0	0	0	0	0	2,387	0	0	0	0	0	0	0	0
INTERAGENCY EXPENDITURES															
INTERAGENCY EXPENDITURES	85,723	0	0	0	5,500	0	17,247	0	0	0	0	0	19,925	0	0
TOTAL INTERAGENCY	85,723	0	0	0	5,500	0	17,247	0	0	0	0	0	19,925	0	0
TOTAL EXPENSES	1,903,591	0	77,355	70,000	630,371	55,756	412,660	287,011	18,312	124,112	131	48	20,041	134,226	187,332
NET INCOME	2,349,456	1,835,284	1,470,645	21,600	426,806	0	372,288	105,499	1,688	47,827	0	0	0	13,903	58,957

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITY BY FUND
FOR 2/28/2014**

	Fund 51	Fund 53	Total
TOTAL REVENUES	8,250	39,614	10,839,357
EXPENSES			
SALARIES AND BENEFITS			
SALARIES	0	0	1,524,825
GROUP INSURANCE	0	0	299,515
RETIREMENT	0	0	146,204
SOCIAL SECURITY	0	0	110,267
TOTAL SALARIES AND BENEFITS	0	0	2,080,811
OTHER PERSONAL SERVICES			
LEGAL FEES	0	0	49,297
CONTRACTUAL SERVICES	8,250	0	1,174,512
TOTAL OTHER PERSONAL SERVICES	8,250	0	1,223,808
EXPENSES			
PUBLICATION OF NOTICES	0	0	4,891
POSTAGE	0	0	6,576
REGISTRATIONS & TRAINING	0	0	9,978
TRAVEL EXPENSES	0	0	19,523
UTILITIES	0	0	17,008
COMMUNICATIONS	0	0	49,844
VEHICLE MAINTENANCE	0	0	10,473
EQUIPMENT MAINTENANCE	0	0	4,681
PROMOTIONS	0	0	5,018
FIELD SUPPLIES	0	0	60,257
OFFICE SUPPLIES	0	0	9,497
COMPUTER SUPPLIES	0	0	4,666
FUEL & LUBRICANTS	0	0	19,540
BOOKS & DOCUMENTS	0	0	802
COMPUTER SOFTWARE	0	0	13,278
EQUIPMENT RENTAL	0	0	18,838
WORKERS COMPENSATION	0	0	10,611
PROPERTY & CASUALTY INSURANCE	0	0	58,743
FEES & PERMITS	0	0	158,001
TOTAL EXPENSES	0	0	482,224
OPERATING CAPITAL OUTLAY			
COMPUTER EQUIPMENT	0	0	48,096
FIELD EQUIPMENT	0	0	7,426
TOTAL CAPITAL OUTLAY	0	0	55,522
FIXED CAPITAL OUTLAY			
ACQUISITION	0	0	2,387
TOTAL FIXED CAPITAL OUTLAY	0	0	2,387
INTERAGENCY EXPENDITURES			
INTERAGENCY EXPENDITURES	0	39,614	168,509
TOTAL INTERAGENCY	0	39,614	168,509
TOTAL EXPENSES	8,250	39,614	4,013,261
NET INCOME	0	0	6,826,095

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Bureau Chief, Administration and Operations
DATE: March 24, 2014
SUBJECT: Land and Facilities Operations Activity Summary

There has been no activity for reforestation, road maintenance, or timber sales this past month.

Staff began five conservation easement reviews during the past month:

- Plum Creek – Gainesville Wellfield in Alachua County
- Plum Creek – Levy 1/Waccasassa/Gulf Hammock in Levy County
- Plum Creek – Levy 2/Manatee Springs Addition in Levy County
- Bailey Brothers – Steinhatchee in Dixie County
- Ace Ranch – in Lafayette County (In response to local complaints.)

The 473-acre Little River #4 Timber Sale in Suwannee County has been bid. The results are found in the Administration and Operations section.

Burning activities were conducted during the report period of January 30, 2014 through March 13, 2014.

The attached report summarizes the status of current activities for the preceding month. Staff will be prepared to address any items of particular interest the Board may wish to discuss at the Governing Board meeting.

REAL ESTATE

Conservation Easement Review

Owner	Project Name	Acres	County	2013-2014 Monthly Inspection Date												
				O	N	D	J	F	M	A	M	J	J	A	S	
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	164	Jefferson													
Bailey Brothers	Bailey Brothers Steinhatchee	16,522	Dixie													
Champion, Roger and Donna	Mount Gilead	180	Madison													
Chinquapin Farm, L.L.C.	Chinquapin Farm	6,350	Columbia, Suwannee													
City of Newberry	Newberry Wellfield	40	Alachua													
Davidson, Dr. C. Linden	Davidson	225	Jefferson													
Drummond, Graham	Lower Suwannee	543	Levy	X												
Feagle, Ronald and Dorothy	Bonnet Lake	433	Columbia													
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	550	Suwannee													
Livingston Foundation	Dixie Plantation	8,902	Jefferson													
Hale and McDaniel	Carter	1,232	Columbia		X											
Harrell, Curtis and Matthew	Falmouth Addition	912	Suwannee													
Jackson, Kevin and Patrice	Jackson	171	Lafayette													
Layman Law Firm	Layman Aucilla	167	Jefferson													
Loncala Inc.	Loncala Alapaha	1,141	Hamilton			X										
Loncala, Inc.	Loncala Gilchrist	913	Gilchrist			X										
Loncala, Inc.	Monteocha Creek	951	Alachua			X										
Mann, Jack & Loy Ann	Manatee Springs Addition	590	Levy													
McEnany , Michael	Waccasassa	1,104	Levy													
Meeks, David & Sarah	Manatee Springs Addition	370	Levy													
Moore, Madeline	Moore	115	Jefferson													

Conservation Easement Review (continued)

Owner	Property Name	Acres	County	2013-2014 Inspection Date													
				O	N	D	J	F	M	A	M	J	J	A	S		
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	1,192	Columbia														
Platt, Cody and Carol	Aucilla Addition	274	Jefferson														
Plum Creek Timberlands	Gainesville Wellfield	3,084	Alachua														
Plum Creek Timberlands	Waccasassa Gulf Hammock	21,300	Levy														
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	4,588	Levy														
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	12,797	Levy														
Ragans Hoyt and Betty	Aucilla	755	Jefferson Madison														
Red Hills Land Company	Foster	163	Jefferson														
Sanders, Thomas and Sylvia	Mill Creek	339	Hamilton														
Sante Fe River Hammock, L.L.C.	Santa Fe River Hammock	167	Bradford														
Sheppard, Derwood and Susan	Manatee Springs Addition	120	Levy														
Strickland Field, L.P.	Strickland Field	3,822	Dixie														
Suwannee River Development LLC	Ace Ranch	260	Lafayette							X							
The Campbell Group-Bascom Southern LLC	California Swamp	32,134	Dixie			X											
Tisdale Robert	Tisdale	83	Levy														
Usher Family Trust	Usher	2,023	Levy														
Zellwin Farms, Inc.	Jennings Bluff	362	Hamilton														

Shading denotes month inspection is scheduled to take place. An "X" denotes completed inspection. Inspection will be rescheduled if not completed during its designated month.

LAND AND FACILITIES OPERATIONS

Prescribed Fire

Summary Table FY 2014	2014 Target Acres	Acres Complete
Suwannee River Water Management District	9,800	4,034
Florida Forest Service burns on Twin Rivers State Forest	2,000	1,020
TOTAL	11,800	5,054

Prescribed Burn Activity

TRACT	COUNTY	B&B DUGGER	TFC	WFS	FFS COOP	FFS TRSF	TOTAL ACRES	TOTAL WILDFIRE ACRES
Bay Creek	Columbia		952					
Cabbage Grove	Taylor	489						
Cabbage Creek	Taylor	159						
Natural Well Branch	Suwannee	507						
Shelly	Jefferson	142						
Shady Grove	Taylor	244						
Peacock Slough	Suwannee			212				
47 Bridge	Gilchrist			107				
Steinhatchee Springs	Lafayette			155				
Little River	Suwannee			262				
Branford Bend	Suwannee				90			
Ellaville	Madison					170		
<i>Sub-total for Period</i>		1,541	952	736	90	170	3,489	0
<i>Previous Acres Burned</i>		302	273	0	140	850	1,565	0
Total Acres		1,843	1,225	736	230	1,020	5,054	0

Timber

Reforestation

TRACT	ID	Acres	Planting Type	Species Planted	Total # of Seedlings Planted	Total Cost	Completion Date
Withlacoochee Quail Farms	189-2014-01	146	Hand	Longleaf Pine	109,500	\$28,585.44	1/8/2014
Cabbage Creek	23-2014-01	74	Hand	Longleaf Pine	44,400	\$10,964.32	1/12/2014

Timber Sales

Tract	Contract	Acres	Tons Harvested	Gross Revenue	Completion Date
Steinhatchee Rise	12/13-057	229	14,932.90	\$192,731.22	1/10/2014
Bell Springs	13/14-014	16.90	983.49	\$15,143.07	1/29/2014

SR-13 Steinhatchee Rise #1- Contract 12/13-057 Acres: 229
Start Date: 4/18/2013 Completed: 1/10/2014

Harvest Protocol: Combination 5th row with selective mark on 190 acres and 3rd row with selective mark on 39 acres.

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Originally Cruised	Actually Harvested		Originally Cruised	Actually Harvested
Topwood	341.00	719.87	\$10.21	\$3,481.61	\$7,349.87
Pine Pulpwood	10,528.00	11,490.25	\$11.75	\$123,704.00	\$135,010.47
Pine CNS	2,778.00	2,722.75	\$18.50	\$51,393.00	\$50,370.88
Total	13,647.00	14,932.87		\$178,578.61	\$192,731.22
% Estimate					

Product	CI Error	Revenue Range of High Bid		
		Low	Mean	High
Topwood	0.1	\$3,133.45	\$3,481.61	\$3,829.77
Pine Pulpwood	0.1	\$111,333.60	\$123,704.00	\$136,074.40
Pine CNS	0.1	\$46,253.70	\$51,393.00	\$56,532.30
Overall		\$160,720.75	\$178,578.61	\$196,436.47

SR-14 Bell Springs #1- Contract 13/14-014
Start Date: 9/19/2013 Completed: 1/29/2014
Acres: 16.90

Harvest Protocol: Combination 3rd row with selective mark.

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Originally Cruised	Actually Harvested		Originally Cruised	Actually Harvested
Pine Pulpwood	801.00	902.93	\$15.00	\$12,015.00	\$1,599.12
Pine CNS	146.00	80.56	\$19.85	\$2,898.10	\$13,543.95
Total	947.00	983.49		\$14,913.10	\$15,143.07
% Estimate					

Product	CI Error	Revenue Range of High Bid		
		Low	Mean	High
Pine Pulpwood	0.1	\$10,813.50	\$12,015.00	\$13,216.50
Pine CNS	0.1	\$2,608.29	\$2,898.10	\$3,187.91
Overall		\$13,421.79	\$14,913.10	\$16,404.41

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

DATE: March 28, 2014

RE: Authorization to Execute a Contract for Surface Water Modeling Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a contract with WRScompass for surface-water modeling services for a fee not to exceed \$47,412.

BACKGROUND

The Suwannee River Water Management District (District) is conducting the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (Project). The primary goals of the project are to maintain and enhance spring flows to Middle Suwannee River and springs; rehydrate natural systems such as wetlands, ponds, and sand-bottom lakes; and augment groundwater supplies to water users in the project area. In part, these goals will be accomplished by restoring the natural hydrology along the southeastern margin of Mallory Swamp, which will also increase aquifer recharge.

Ongoing project investigations by the District suggest potential recharge areas are located east and adjacent to Mallory Swamp extending east to State Road 349. Restoration of natural hydrology and enhanced aquifer recharge in these areas will primarily be accomplished by structural modifications to the St. Regis Canal (a north-south trending manmade canal along the east margin of Mallory Swamp).

District staff has evaluated areas along the St. Regis Canal where structures (e.g., ditch blocks, flash-board risers, culverts) may be placed in order to restore the hydrology. A surface water model is necessary to predict water elevations and flows under various rainfall conditions due to proposed structural modifications.

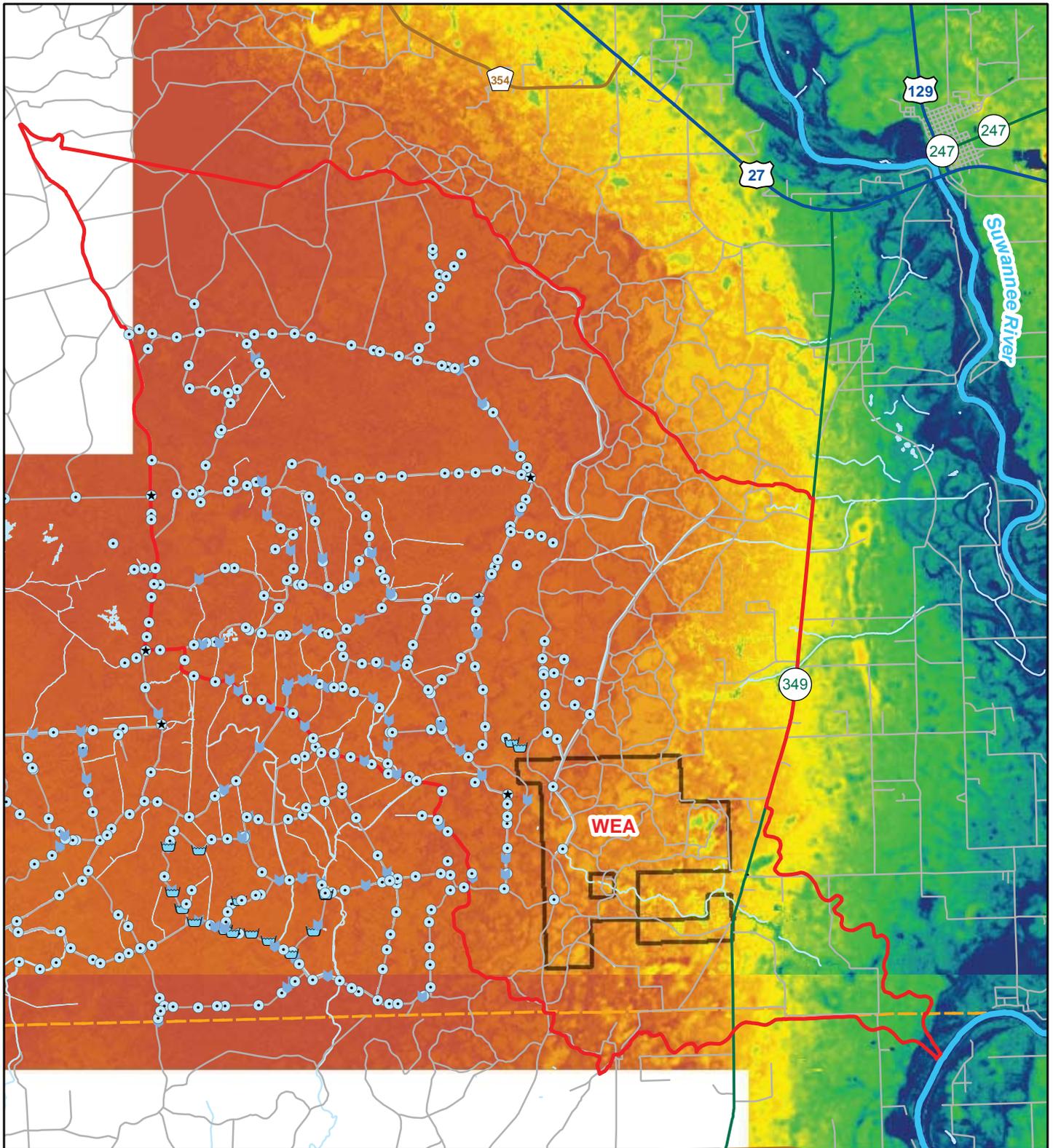
WRScompass is qualified to provide the surface water model based on experience with hydrologic conditions in the project area. WRScompass completed the Hydrology Assessment and Conceptual Restoration Plan (June 2010) and Addendum 1 to the Plan (March 2011) for the Lafayette Forest Wildlife and Environmental Area (WEA) in Lafayette County. The WEA is a potential recharge area identified by the District and is managed by the Florida Fish and Wildlife Conservation Commission (FWC). The District has held discussions with the FWC on the Middle Suwannee River Project, including the desire to continue the work initiated by WRScompass to restore natural surface and groundwater flow in the WEA.

The proposed surface water model area expands the prior surface water modeling conducted by WRScompass in the WEA to an area of approximately 30,000 acres. Information gained from the model will: 1) help the District prevent potential adverse impacts to flora, fauna and structures due to inundation of the project area, and 2) provide an understanding of the interaction of surface and groundwater throughout the project area and to use the model output to aid in the location and design of future aquifer recharge components. Attachment A illustrates the surface water model area.

Procurement of this contractual service will use the existing contract between the South Florida Water Management District (SFWMD) and WRScompass in accordance with the District's contractual services policy. The proposed Statement of Work (Attachment B) shall be conducted in general accordance with the SFWMD contract. The rates indicated in Attachment B are in accordance with Amendment 3 of SFWMD contract #4600000857.

Funds for this contractual service are included in the Fiscal Year 2014 budget in program 2.2.1 - Water Resource Development Projects.

DJ/dd



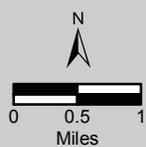
Model Boundary

Value



Mallory Hydro Facilities

- CMP
- CMP_RISER
- DITCH BLOCK
- LWC



Attachment A
Model Boundary Area



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 3/21/2014

ATTACHMENT B
STATEMENT OF WORK
WORK ORDER NO. 460000857-WOXX
Middle Suwannee River and Springs Restoration and Aquifer Recharge Project
Lafayette WEA Area Surface Water Modeling

1.0 INTRODUCTION

In March 2011, WRScompass submitted Addendum I to the *Hydrology Assessment and Conceptual Restoration Plan* for the Lafayette Forest WEA in Lafayette County, FL. Addendum I was submitted based upon recommendations in WRScompass' Hydrology Assessment for the WEA (June, 2010). The recommendations were primarily associated with evaluating the St. Regis Canal and determining possible modifications to the canal to restore natural surface and groundwater flow in the WEA.

Currently, the Suwannee River Water Management District (District) is conducting the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (Project). The primary goals of the Project are to maintain and enhance spring flows to Middle Suwannee River springs; rehydrate natural systems such as wetlands, ponds, and sand-bottom lakes; and augment groundwater supplies to water users in the Project area. In large part, these goals will be accomplished by restoring the natural hydrology along the southeastern margin of Mallory Swamp, which is partly located west and adjacent to the WEA. The District's preliminary testing and investigations indicate that hydrologic modification to the St. Regis Canal in the vicinity of the WEA will restore the natural flow paths through the WEA, thereby providing natural systems restoration and enhancing aquifer recharge.

District staff has evaluated areas along the St. Regis Canal where structures (e.g., ditch blocks, flash-board risers, culverts) may be placed in order to restore the hydrology. The District has requested that WRScompass, given our previous work and modeling in this area, create a surface-water model to predict flow paths and areas of inundation in the WEA under various rainfall conditions. The model simulations will include a present-condition scenario, and future conditions assuming various structures are in place along the canal. The District would also like to ascertain the changes in water levels throughout the WEA since the potential impact to the gopher tortoise population is a consideration.

In development of this Statement of Work (SOW), WRScompass and the District held multiple teleconferences to insure that we correctly understood the Districts requirements and expected deliverables. Through these discussions it was agreed that the surface water model platform would be Interconnected Channel and Pond Routing (ICPR™) software. ICPR™ is a widely used and accepted software package utilized throughout Florida, and is a FEMA-approved package for use as a floodwater management modeling program. The ICPR™ model computes hydrology for a site by using time-variance hydrographs to compute site rainfall. Hydraulics for a site are computed by inputting the hydrology output into a network of storage nodes that are linked by conveyance features such as channels, weirs, low water crossings and culverts.

As a result of WRScompass' familiarity with hydrologic conditions in the project area as well as their experience using the ICPR Model, the District has selected WRS Infrastructure & Environment, Inc., d/b/a WRScompass (Consultant) to provide the services in this Statement of Work.

2.0 OBJECTIVES

The objective of this Work Order is to expand the prior surface water modeling conducted by WRScompass in the Lafayette WEA to an area of approximately 30,000 acres extending primarily to the northwest of the Lafayette WEA to facilitate the District's pursuit of hydrologic restoration of the area while insuring that no critical infrastructure (defined as flora, fauna and man-made structures) is adversely affected due to inundation of the project area. Additionally, the District would like to ascertain the interaction of surface and groundwater throughout the project area and to use the model output to aid in the location and design of future aquifer recharge components.

The modeling process as defined in this Statement of Work shall include the preparation of the following:

- Development of typical wet and dry year hydrographs based on historic rainfall provided by the District to be used in the surface model.
- Surface water model framework derived from District provided LiDAR, Land Use, and NRCS soil maps of the project area obtained by WRScompass.
- Wet and Dry season model runs of existing and proposed conditions.
- 100 year / 24 – hour storm event model run of existing and proposed conditions.
- Decoupled model analysis of surface water and groundwater recharge potential within the project area based on available data.
- Basis of Approach Report (BOAR) which will include approach and methodology, assumptions and limitations used in/associated with the approach, and results and recommendations presented in graphical and tabular formats.
- Project Management.

3.0 SCOPE OF WORK

WRScompass shall provide the Project management and coordination for the activities performed under this Work Order. WRScompass shall monitor labor utilization, Work Order schedule, and Project budget on a regular basis. It shall be the ongoing responsibility of the WRScompass Project Manager (PM) to ensure that task budgets are being strictly adhered to and that deliverables are submitted to the District on time. The PM shall be fully responsible for the performance of the WRScompass team, including sub-consultants, for this Work Order. The PM shall provide Project update phone calls to the District Project Manager (DPM) on an as needed basis to insure the DPM is aware of progress status. These phone calls shall be documented in written email reports and submitted to the District.

3.1 WORK BREAKDOWN STRUCTURE (WBS)

The following WBS describes the modeling services to be performed by WRScompass for this Work Order:

Task 1 – Meetings

Task 1.1 - Progress Review Meetings

WRSScompass shall prepare for and attend by teleconference progress review meetings with the District. At the progress review meetings, WRSScompass shall update the District on work in progress, inform the District of problems or delays as they are encountered, and receive input from District staff on a continuing basis throughout the course of work on the Project. The PM and one (1) key member of the Project team, as appropriate for the work to be discussed, shall attend the progress review meetings.

At each meeting, WRSScompass shall provide the District with a verbal Project Status Report. This Report shall include, but not necessarily be limited to, the following:

- Activities accomplished in the previous months,
- Problems and present concerns encountered in the Project,
- Planned actions for the next month,
- Updated Work Order schedule.

WRSScompass shall prepare and submit a meeting summary for each progress review meeting to the District within seven (7) business days of the meeting.

- **Deliverables:**
 - 1.1.1 Progress Review Meeting / Summary (as - needed)

Task 2 - Data Review and Wet and Dry Season Storm Event Development

Subtask 2.1 - Data Review Report Package

Surface water models utilize 25 year or 100 year storms to calculate runoff. While this is appropriate to assess conveyance capacities, analyze potential flood events, and provide stormwater design criteria these standardized storm events tend to overestimate the amount of runoff produced due to the size or intensity of the standardized storm relative to the typical storm event. As such, using these standardized storms for restoration purposes would not provide the most probable conditions for the wet or dry season but rather a worst case scenario. To support an analysis of the typical condition for the wet and dry season analysis, WRSScompass shall develop typical wet and dry season storm events for the project area for input into the surface water model. The intent is to use existing historic rainfall data to identify and establish what would be expected wet and dry seasons. Once the seasonality is established the rainfall record will be evaluated to identify and calculate the respective storm intensities in inches per day. The median storm intensity for the wet and dry season will then be identified. The typical duration of the wet and dry season storms will also be calculated and a median established. This analysis will then be used to identify the appropriate storm events from the historic rainfall data to use as the typical wet and dry season storms for input into the surface water model. Additionally, WRSScompass will utilize ESRI ArcGIS applications to conduct a GIS analysis on existing NRCS soil and District Land Use datasets to develop the required geospatial data inputs for the project area.

- **Deliverables:**
 - 2.1.1 Data Review Report Package
 - ▶ Report including:

- Typical wet and dry season precipitation assessment based on 10 yr precipitation from local rain gauge data.
 - Identification of wet and dry season precipitation intensity and duration and correlation to long term precipitation record (provided by District)
 - Development of typical precipitation event hydrograph for input into ICPR™.
 - NRCS soil maps detailing hydrologic soils groups relative to drainage and ponding frequencies within the project area.
 - Written narrative in support of the BOAR describing the approach, methodology, assumptions / limitations and conclusions associated with this task.
- ▶ CD-ROM (native files and PDF) – 2 electronic copies

Task 2.2 - Technical Review

WRSScompass shall respond to questions and provide clarification to the District. If requested, the PM and key technical staff shall make themselves available at designated times to respond to questions from reviewers by phone. Following the review, WRSScompass shall meet with the District PM to discuss review comments and suggestions for revision and prepare responses to technical review comments.

- **Deliverables:**
 - 2.2.1 Technical review comments response

Task 3.0 - Surface Water Model

The project area consists of a total area of 30,000 acres located in Lafayette County, Florida (see attached figure). The project area includes the Mallory Swamp, Wampee Ponds watersheds and portions of the Lower Suwannee River and Bethel Church watersheds. WRSScompass will use the LiDAR data provided by the District to generate 1-ft interval contours across the project area. Based on the contours, WRSScompass will delineate up to 70 sub-basins in the Wampee Pond watershed and up to 230 sub-basins in the Mallory Swamp watershed where more hydraulic features such as ditches, ditch blocks and corrugated metal pipes (CMP) exist. The sub-basin delineation will include and focus on the Lafayette WEA and adjacent property to the north to provide a higher level of resolution within this area of the model.

For each sub-basin, WRSScompass will compute the curve number (CN) using methods developed by NRCS. The CN is computed based on land use, land slope, soil type, and the saturation of the soil. It describes the water retention capacity of the soil on a scale of 30 (very pervious soil) to 100 (very impervious soil). In addition, the time of concentration (Tc) will be calculated from the path of the hydraulically longest runoff flow path for each sub-basin. Using this method, the runoff properties of a sub-basin are described by specifying the CN and Tc for each sub-basin. For both existing and proposed conditions, WRSScompass will provide a sub-basin map along with soil map, land use map that are used to determine CN and Tc for each sub-basin.

Surface water at each sub-basin under a certain storm event will be stored in the sub-basin or conveyed downstream through hydraulic structures such as channels, pipes or flumes, and regulated by weirs, dams, pumps, and inlet structures. Within ICPR™, water storage areas (sub-basins) are designated as

nodes, and conveyance features are designated as links. Therefore, a hydraulic system can be shown through a network of nodes and links. WRScompass will include all major links, such as major ditches, canals, culverts between sub-basins, but ignore the minor links, such as small CMP pipes and swales within a sub-basin. For both existing and proposed conditions, WRScompass will provide the node-link diagram on a GIS aerial map to show how the hydraulic network system is connected. We will also provide a summary table of the assumption used for the links relative to their hydraulic properties.

Three storm events, the 100-yr/24-hr and the expected typical wet and dry seasons, will be modeled for both existing and proposed conditions. WRScompass will use the hydrograph data derived in Task 2 for the model input for the expected typical wet and dry season model runs. For the 100-yr/24-hr storm, WRScompass will use hydrograph data recommended by the ICPR™ software that is close to the project site. The 100-yr/24-hr storm will provide the basis for establishing the potential flood impacts and maximum surface water retention in the project area based on the proposed conditions. The wet and dry season storms will provide the basis for establishing the retention of surface water in the project based on more typical storm events for the wet and dry seasons. The following scenarios shall be modeled:

1. 100 yr /24 hr model run - existing condition and three proposed conditions. Water level and flow rate, at locations of interest, under the 100 year/24 hour storm event will be modeled. The proposed conditions will establish the basis for subsequent analysis for the wet and dry season analysis. WRScompass will provide a plan view graphic of the existing and proposed conditions which will include the inundation areas and proposed modifications.
2. Wet season model run – existing and proposed condition. Water level and flow rate, at locations of interest, under the expected wet year storm event will be modeled. WRScompass will provide a plan view graphic of the existing and proposed conditions which will include the inundation areas and proposed modifications.
3. Dry season model run – existing and proposed condition. Water level and flow rate, at locations of interest, under the expected dry year storm event will be modeled. WRScompass will provide a plan view graphic of the existing and proposed conditions which will include the inundation areas and proposed modifications.

WRScompass will provide the modeling results, including the maximum stage and the corresponding time for each node, peak flow rate and the corresponding time for each link. WRScompass will also provide the result of the stage vs time for any interested nodes and flow vs time for any interested links during each storm event.

Based on the modeling results of existing condition, WRScompass will provide a recommended proposed condition to improve stormwater retention and subsequent groundwater recharge while insuring flooding of critical infrastructure is not an issue. WRScompass will establish the ICPR™ model for the proposed condition, and analysis the improvements in both flooding prevention and potential impact on groundwater level.

WRScompass has assumed the following parameters:

1. pipe inverts, length, diameter and elevation will be assumed if provided survey or LiDAR data are not available for these model attributes;
2. ditch/canal/swale inverts, cross-sections and initial water level if provided survey or LiDAR data are not available for these model attributes;

3. Initial stages for water surface elevations will be assumed if LiDAR or survey data is not available;

4. Interactions between surface water and groundwater are not directly modeled. Instead WRScompass will provide the District with a semi-quantitative decoupled analysis of the surface water and groundwater interaction as presented in Task 4.

Subtask 3.1 - Surface Water Model Report Package

A Surface Water Model submittal, including narrative, design calculations, model assumption / limitations, required for the Project features shall be prepared to the District for technical review.

- **Deliverables:**

- 3.1.1 Surface Water Model Report Package

- ▶ Report (including Calculations, Model Runs, Proposed Project Features, etc.) - 5 hard copies
 - ▶ CD-ROM (native files and PDF) – 2 electronic copies
 - ▶ CD-ROM or DVD (ESRI v10 Geodatabase populated with geospatial data inputs and results) – one (1) electronic copy

Subtask 3.2 - Technical Review

WRScompass shall respond to questions and provide clarification to the District for the Surface Water Model Report Package submittal. If requested, the PM and key technical staff shall make themselves available at designated times to respond to questions from reviewers by phone. Following the review, WRScompass shall coordinate with the District PM to discuss review comments and suggestions for revision and prepare responses to technical review comments

- **Deliverables:**

- 3.2.1 Technical review comments response

Task 4.0 – Decoupled Surface Water and Groundwater Analysis

Subtask 4.1 - Decoupled Surface Water and Groundwater Report Package

WRScompass will conduct a semi – quantitative analysis of conversion of surface water to groundwater for the existing wet / dry season storms, 100 - year storm and preferred dry and wet season proposed conditions and 100 year storm events. The proposed condition runoff retention will be compared to the existing condition and a calculation performed on the volume of surface water retained for the storm event. This volume plus infiltration rates from the surface water model less evaporation will be provide a semi-quantitative analysis of the net positive impact to groundwater conditions within the project area.

- **Deliverables:**

- 4.1 Decoupled Surface Water and Groundwater Analysis Report Package

- ▶ Report (including Calculations, Model Runs, Proposed Project Features, etc.) - 5 hard copies
 - ▶ CD-ROM (PDF) – 2 electronic copies

Subtask 4.2 - Technical Review

WRScompass shall respond to questions and provide clarification to the District for the Decoupled Surface Water and Groundwater Analysis Report Package submittal. If requested, the PM and key

technical staff shall make themselves available at designated times to respond to questions from reviewers by phone. Following the review, WRScompass shall coordinate with the District PM to discuss review comments and suggestions for revision and prepare responses to technical review comments

- **Deliverables:**

- 4.2 Technical review comments response

5.0 DELIVERABLES

WRScompass shall provide each Deliverable in both written and electronic formats to the District, except as noted. All technical references used in completing the work shall be documented by WRScompass. Depending on the Deliverable, WRScompass shall provide it in MSWord, MSEXcel, MSAccess, P3E, AutoCAD, ESRI ArcGIS, or Metadata format compatible with District software versions. WRScompass shall provide reports in a completed format with all tables and figures included in the file of the report. Appendices can be provided as a separate file but all figures and tables within that appendix must be included in that same file. Additionally, WRScompass shall provide full reports and plans as Adobe PDF files.

All Project data collected or created in GIS shall be compiled into a version format that is compatible with the District data management practices.

All geospatial data products shall be delivered in the District's preferred ESRI format and projection/coordinate system (coverage, shape file, or personal/file geodatabase). FGDC-compliant metadata documentation for all data is to be included with the geospatial datasets. Metadata files shall be provided in standard XML file format.

Five (5) hardcopies and five (5) electronic copies (MS Word, MS Excel, Acrobat PDF) on CD-ROM shall be provided for each deliverable, except for meeting notes. One (1) electronic copy of meeting notes shall be transmitted to the District PM by email within seven (7) business days of the meeting. WRScompass shall coordinate with the District PM prior to delivery for direction on any potential adjustment to the number of copies.

6.0 PAYMENT AND DELIVERABLE SCHEDULE

The Payment and Project Deliverables Schedule is provided in accordance with Exhibit "D-9". Payment terms and conditions shall be negotiated with the District following approval of the Work Order and proposed fee.

EXHIBIT "D-9"
PAYMENT AND DELIVERABLES SCHEDULE

Deliverable	Description	Due Date	Amount Due
Task 1.0 Project Management and Coordination			
1.1.1	Progress Review Meetings/ Summary	As Needed	\$6,132
1.1.2			
Task 2.0 Data Review and Wet and Dry Season Storm Event Development			
2.1.1	Data Review Report Package	5/9/14	\$7,500
2.2.1	Technical Review	5/16/14	\$1,476
Task 3.0 Surface Water Model			
3.1.1	Surface Water Model Report Package	6/6/14	\$25,000
3.2.1	Technical Review	6/13/14	\$2,200
Task 4.0 Decoupled Surface Water and Groundwater Analysis			
4.1	Decoupled Surface Water and Groundwater Analysis Report Package	6/6/14	\$4,354
4.2	Technical Review	6/13/14	\$750
TOTAL			\$47,412

MEMORANDUM

TO: Governing Board

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

DATE: March 28, 2014

RE: Agricultural Water Use Monitoring Update

Update on Agricultural Water Use

BACKGROUND

District permits for agricultural water use contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff has determined that estimating water use with electrical data is the least costly method.

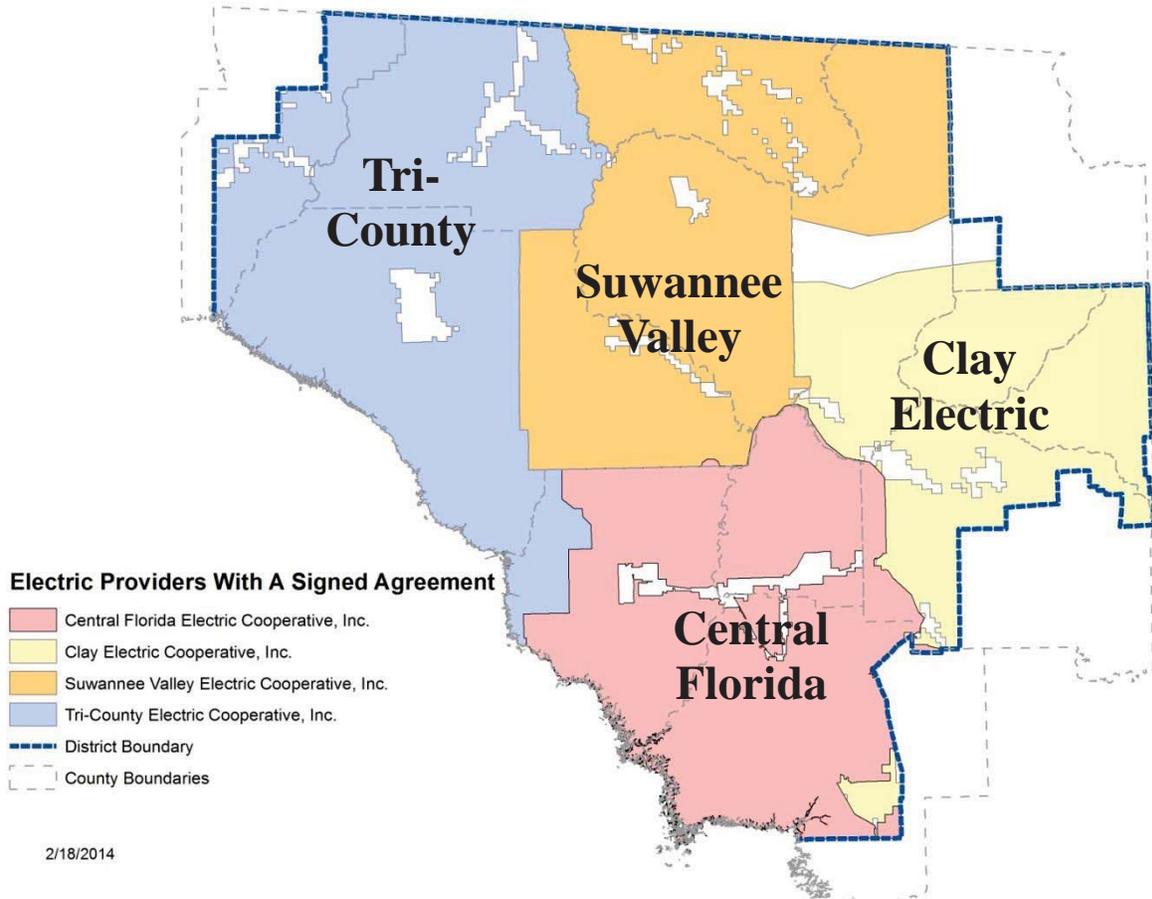
As of March 2014, the District has reached agreements with the four major electrical cooperatives providing service to agriculture within the District. As each agreement was signed, District staff have met with Cooperative staff to discuss the details of data sharing processes. In addition, lists of permittees with a monitoring requirement have been developed by the Cooperatives and staff have begun contacting the permittees to discuss their monitoring options and having them sign the agreements required to initiate data sharing. Kevin Wright and the staff working with the agricultural team are sharing the monitoring process options and the associated Cooperative forms with applicants. There are also programming upgrades being implemented within Water Use Permitting and Reporting (WUPAR) system to better integrate the permitting and monitoring efforts.

Central Florida Electric Cooperative signed an agreement with the District to transmit electrical consumption data on October 15, 2013, which the Governing Board approved on November 12, 2013. On January 10, 2014, the District sent the first set of meter numbers to Central Florida for processing and subsequent data sharing. The District received the first set of data from Central Florida and have suggested some format revisions and minor modifications.

Clay Electric Cooperative, Inc., signed an agreement with the District to transmit electrical consumption data on November 21, 2013, which the Governing Board approved on December 10, 2013. On March 13, the District sent the first set of signed meter number agreements to the Cooperative and they anticipate being able to complete their data programming to deliver data by May 30. Subsequent requests will be routine and faster after this first round.

Agreements with Suwannee Valley and Tri-County Electric Cooperatives were approved in March 2014 by the Governing Board. Tri-County will be signing in the near future, while Suwannee Valley had previously signed the agreement. Staff met with Suwannee Valley on data sharing issues on March 4.

As shown in the map below, the agreements with these four Cooperatives cover the majority of the District.



For non-electrical monitoring efforts, as of March 21, 2014, there have been 173 units deployed for systems not involved with monitoring via electric consumption. This is approximately 42 percent of the operational wells identified with monitoring conditions since 2011 when the Governing Board first included a monitoring condition.

EM/dd

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: March 28, 2014

RE: Otter Sink Dispersed Water Storage Project Partnership with Anderson Land and Timber Company, Dixie County

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the Anderson Land and Timber Company to implement the Otter Sink Dispersed Water Storage Project for an amount not to exceed \$65,000.

BACKGROUND

The District has identified a partnership opportunity with Anderson Land and Timber Company (Anderson) to implement a dispersed water storage project on approximately 12,000 acres of land in Dixie County known as the Otter Sink tract.

The project consists of restoring natural hydrology by installation of flashboard risers and rock dams at high points in two drainage canals (excavated in the 1970's) to restore surface water levels and installation of culverts under the canal roads where the canals bisect wetlands. The water will then disperse out into the wetlands and flow slowly in a westerly direction instead of flowing rapidly to the coast. Staff has prepared preliminary estimates that approximately 2,000 acres of wetlands will be rehydrated, providing 650 million gallons of water storage volume and 240 million gallons of recharge per year.

The benefits of restoring natural hydrology and dispersing water back into the wetlands include increase in aquifer recharge, reduction of potential for salt water intrusion, and wetland restoration with improved wildlife habitat.

The proposed contract states that the District will purchase the construction materials and that Anderson will construct, operate, and maintain the project.

A proposed project contract is attached to this memorandum.

Funds for this project are included in the Fiscal Year 2013/2014 budget under program 2.2.1 – Water Resource Development Projects.

BCK/tm

**CONTRACT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
ANDERSON LAND AND TIMBER COMPANY
FOR
DISPERSED WATER STORAGE AND MANAGEMENT PROJECT**

THIS CONTRACT is effective this ____ day of _____, 2014, by and between the DISTRICT (as defined below), and the LAND OWNER (as defined below), who for and in consideration of the terms and conditions set forth herein do covenant and agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.
 - 1.1 *CONTRACT* shall mean this Contract between the DISTRICT and the LAND OWNER.
 - 1.2 *CONTRACT TERM* shall mean the time period beginning on the EFFECTIVE DATE and ending on the last day of the period where modifications of the PERMITS are prohibited without the prior written consent of the DISTRICT.
 - 1.3 *DISTRICT* shall mean the Suwannee River Water Management District, a special taxing district organized under Chapter 373 of Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060.
 - 1.4 *EFFECTIVE DATE* shall mean the date the CONTRACT is executed by the last party to execute it.
 - 1.5 *LANDOWNER* shall mean Anderson Land and Timber Company, a Florida Corporation, whose address is Post Office Box 38, Old Town, FL 32680.
 - 1.6 *PERMIT or PERMITS* shall mean the permit(s) (including without limitation, environmental resource permits and permits from the Army Corps of Engineers) issued by all Federal, State and local governmental authorities which are required for the construction and operation of the PROJECT on the PROPERTY.
 - 1.7 *PROJECT* shall mean the dispersed water storage and management project involving, without limitation, some or all of the following: the moving of earth, the placement of ditch-blocks, the construction of low water crossings on roads, the placement “flash board” risers in waterways, all as more particularly described on Exhibit “A” attached hereto.
 - 1.8 *PROPERTY* shall mean that certain tract of real property as further described on

Exhibit "B" attached hereto.

2. Construction and Maintenance of the PROJECT on the PROPERTY. The parties hereby agree that the PROJECT will be constructed and maintained on the PROPERTY on the terms set out herein.
3. PERMITS. The LANDOWNER shall apply for and obtain, at the LANDOWNER's sole expense, all PERMITS. Provided that the LANDOWNER shall provide draft applications for the PERMITS to the DISTRICT for review prior to submission and shall not submit nor amend any application for any PERMIT without the prior written consent of the DISTRICT. During the life of the PERMITS, the LANDOWNER shall be the holder of the PERMITS.
4. Construction of the PROJECT. The PROJECT shall be constructed on the PROPERTY by LANDOWNER in accordance with the PERMITS. The LANDOWNER shall, at its expense, construct the PROJECT and shall, at its expense, supply all professional services, labor, equipment and supplies necessary to complete the PROJECT, except for construction materials, which shall be provided to the LANDOWNER and delivered to the PROPERTY by the DISTRICT, at the DISTRICT's sole expense.
5. Compliance with the Requirements of the PERMITS. During the life of the PERMITS, the LANDOWNER shall, at the LANDOWNER's sole expense, comply with the requirements of the PERMITS.
6. Modification of the PERMITS. The LANDOWNER shall not seek modification of any PERMIT without the prior written consent of the DISTRICT, for a period of ten (10) years after its issuance. Thereafter the LANDOWNER is free to seek modification of the PERMITS as LANDOWNER sees fit without any approval by the DISTRICT. All modifications of the PERMITS shall be at the sole expense of the LANDOWNER.
7. Vested rights. This CONTRACT shall not be deemed to create any vested rights in the DISTRICT beyond the period where modifications of the PERMITS are prohibited without the prior written consent of the DISTRICT.
8. LANDOWNER's Ability to Seek Compensation for its Agreement to this CONTRACT.
The parties acknowledge and agree as follows:
 - 8.1 In this case, the LANDOWNER was not compelled in any way to enter into this CONTRACT and received no compensation or consideration (such as preference or assistance in permits other than the PERMITS) for its agreement herein.
 - 8.2 Dispersed Water Storage/Management is recognized as a means of wetlands restoration and attenuation of floodwater, and also, in certain areas, an important means of aquifer recharge to support groundwater supply. As such, the State of Florida or other government entities may, in the future, institute programs which

will pay compensation to property owners for being parties to agreements providing for the dispersed storage of water on their property as set out in this CONTRACT.

- 8.3 There is no reason the LANDOWNER could not have postponed entering into this CONTRACT until such compensation programs were available, but rather chose to enter into this CONTRACT in an effort to be a good steward of the PROPERTY and our water resources.
 - 8.4 It would be unfair for the LANDOWNER not to be allowed to participate in any future compensation programs solely because it did not wait to enter into this CONTRACT.
 - 8.5 The parties request that in any future compensation program which may be available that the LANDOWNERS be allowed to apply for and be granted compensation as if they had not previously agreed to enter into this CONTRACT.
 - 8.6 Should it be necessary for the LANDOWNER to apply for compensation under any such future compensation the DISTRICT may consent to release of the LANDOWNER from any or all of the terms of this CONTRACT and such consent shall not be unreasonably withheld.
9. Ownership of the PROPERTY and things produced under this CONTRACT. The LANDOWNER warrants to the DISTRICT that it is the owner of the PROPERTY and has the right to enter into this CONTRACT with respect to the PROPERTY. This CONTRACT shall not be deemed to transfer any ownership interest in the PROPERTY to the DISTRICT. All ditch-blocks, “flash board” risers, culverts and similar tangible objects and things placed on the PROPERTY pursuant to this CONTRACT shall, upon delivery to the PROPERTY, become the sole property of the LANDOWNER.
10. Access to the PROPERTY. From the EFFECTIVE DATE and running though the last day of the time period where modifications of the PERMITS are prohibited without the prior written consent of the DISTRICT, the DISTRICT though its officers, employees, agents and contractors shall have access, at reasonable times and on reasonable notice, to the PROPERTY for all lawful purposes connected with this CONTRACT. Such lawful purposes shall include, without limitation, surveying, measuring, photographing, and taking soil, water and plant samples using borings, probes and test wells. The DISTRICT shall be solely liable for any injury to its officers, employees, agents and contractors which may occur while on the PROPERTY except for injuries due to the intentional conduct of the LANDOWNER.
11. LANDOWNER not to be Agent of the DISTRICT. Neither the LANDOWNER nor any person or contractor working for the LANDOWNER shall be deemed the agent nor employee of the DISTRICT. The LANDOWNER shall not have any authority to

obligate or commit DISTRICT by contract or otherwise.

12. LANDOWNER responsible for own Insurance. In performing the requirements of this CONTRACT, the LANDOWNER shall be responsible for its own insurance to protect it from claims arising under the work it is responsible for under the terms of this CONTRACT.
13. Binding Effect. This CONTRACT shall be binding on the parties and their respective successors and assigns.
14. No Third Party Beneficiaries. This CONTRACT is between the DISTRICT and the LANDOWNER and shall not be interpreted to be for the benefit of any party or entity not signing this CONTRACT.
15. Integration. This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and LANDOWNER, and represents the whole and entire agreement between the parties concerning the matter set out herein. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT. This CONTRACT may not be amended, revoked, or abandoned, except by a writing executed by the DISTRICT and the CONTRACTOR with the same formalities as this CONTRACT.
16. 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.
17. Contract Not to Be Recorded. Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
18. Assignment. Neither party may assign its rights or duties under this CONTRACT except with the prior written consent of the other party.
19. 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 remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, as of the day and year first specified above.

EXECUTED this _____ day of _____, 2014 by LANDOWNER.

ANDERSON LAND AND TIMBER
COMPANY

By: _____
As its President

EXECUTED this _____ day of _____, 2014 by DISTRICT.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____
Ann B. Shortelle, Ph.D.,
As its Executive Director

Approved as to Form and Legality

By: _____
George T. Reeves,
Legal Counsel

Approved as to Conformance to District Budgetary
and Administrative Procedures

By: _____
Tim Sagul, Director
Resource Management Division

EXHIBIT A

PROJECT DESCRIPTION: OTTER SINK DISPERSED WATER STORAGE PROJECT PARTNERSHIP WITH ANDERSON LAND AND TIMBER COMPANY, DIXIE COUNTY

Objective:

The purpose of this project is to partially restore the natural hydrology of a group of parcels (EXHIBIT B, the PROPERTY) in Dixie County, Florida for the purpose of improving dispersed water storage on the PROPERTY and the rehydration of historically impacted wetlands. This project shall be implemented by both the Suwannee River Water Management District (DISTRICT) and the Anderson Land and Timber Company (LAND OWNER) as a joint public-private partnership as described in the contract to which this document is attached.

Introduction:

The District has identified a partnership opportunity with Anderson Land and Timber Company (Anderson) to implement a dispersed water storage project on approximately 12,000 acres of land in Dixie County known as the Otter Sink tract. The PROPERTY is currently managed for timber production, and historical records indicate that the natural hydrology of the PROPERTY has been altered by various drainage projects in the past. Specifically, two drainage canals were excavated through the PROPERTY in the 1970s. Additionally, historical records indicate that localized ditching was implemented on the PROPERTY since at least the 1940s, as part of historical logging and timber operations. These drainage projects served to drain water away from various hardwood wetlands on the PROPERTY, resulting in hydrologic and ecologic impacts to these wetlands. This project seeks to partially restore the natural hydrology of the PROPERTY in order to increase the water storage capacity of the PROPERTY and rehydrate portions of these historically impacted wetlands. The benefits of restoring natural hydrology and dispersing water back into the wetlands include potential improvements in aquifer recharge, reduction of potential for salt water intrusion, and wetland restoration with improved wildlife habitat.

Methods:

The DISTRICT and the LAND HOLDER expect to work collaboratively to accomplish goals of this project. The project consists of: the installation of flashboard risers and rock dams at high points on the two primary drainage canals on the PROPERTY; the installation of culverts under the canal roads where the canals bisect wetlands; and the localized backfilling of existing small drainage ditches in or adjacent to wetlands. The flashboard risers will serve to increase the stage in the extant canals, allowing water to disperse out of the canals into adjacent wetlands. The additional culverts will primarily be utilized to reestablish the hydrologic connectivity of wetlands previously bisected by logging roads and allow for a more natural east-west drainage pattern through the on-site wetlands. Finally, strategic, localized backfilling of extant small drainage ditches will serve to improve the storage of water in the on-site wetlands, providing potential local aquifer recharge benefits and restoration of natural ecology and wildlife habitat.

To date, DISTRICT staff have worked with agents of the LAND OWNER and have developed preliminary project concepts sufficient to estimate number of flashboard risers and culverts likely to be required to implement this project. The DISTRICT has also developed a preliminary estimate of project benefits. Preliminary assessment indicates that the project has the potential to rehydrate or hydrologically benefit approximately 2,000 acres of wetlands, and potentially

provide up to 650 million gallons of water storage volume and 240 million gallons of recharge per year. To implement the project as planned, the DISTRICT estimates that eleven 48-inch flashboard risers will be installed, as well as twenty 18-inch culverts. The DISTRICT also anticipates providing some limited guidance and direction on feasible drainage improvement locations within the PROPERTY, as well as logistical assistance in the procurement of the drainage structures. A summary of the estimated project costs to the DISTRICT are provided below. At the time of the publication of this document engineering design of the project has not yet been conducted, and the project scope will be developed in further detail as the project proceeds.

Estimated Project Costs to SRWMD

MATERIAL COSTS				
Description	Cost	Unit	Number	Total
48" Flashboard Riser	\$3,470	each	11	\$38,170
18" Culverts	\$700	each	20	\$14,000
SUBTOTAL				\$52,146
SRWMD STAFF TIME				
Description	Cost	Unit	Number	Total
Hydrologist I	\$30	hour	60	\$1,800
Senior Professional Engineer	\$45	hour	40	\$1,800
Environmental Scientist II	\$40	hour	80	\$3,200
SUBTOTAL				\$6,800
SUBTOTAL				\$58,970
Contingency (~10%)				\$6,000
TOTAL				\$64,970

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: March 28, 2014
RE: Authorization to Execute a Contract for Construction and Maintenance of Hydrologic Improvements

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contract with Perpetual Contracting, Inc. for the construction and maintenance of hydrologic improvements for an amount not to exceed \$200,000.

BACKGROUND

The District is preparing for construction projects associated with the aquifer recharge, dispersed water storage, and springs restoration. On February 7, 2014 the District issued a Request for Proposals (RFP) for the construction and maintenance of hydrologic improvements. The services requested included the installation of flashboard risers, culverts, low water crossings, rock dams, excavation, hauling, demolition, and land clearing. On March 7, 2014 the District received four proposals. The District's selection committee met on March 17, 2014 and ranked the firms as shown below. If the top ranked firm is unable to perform the work for any reason, the District, subject to Governing Board approval, may contract with the next two firms in order of ranking.

Ranking	Firm	Location
1	Perpetual Contracting	Cross City, Florida
2	Keen Forest Management	Day, Florida
3	Live Oak Management Group	Live Oak, Florida
4	Carters Contracting Services, Inc.	Andalusia, Alabama

The funds for this contract are included in the Fiscal Year 13/14 budget under several projects including; but not limited to, the Middle Suwannee River Spring Restoration and Aquifer Recharge and land management hydrology restoration.

A summary of the proposed fee schedule for each company is included on the following page.

BCK/tm
Attachment A

Attachment A

Equipment List	Perpetual Contracting, Inc.	Keen Forest Management	Live Oak Management	Carter's Contracting Services
Farm Tractor (65 hp)	\$60.00	\$45.00	\$50.00	\$90.00
Backhoe	\$60.00	\$70.00	\$65.00	\$130.00
Small Wheel Loader (50hp-150hp)	\$60.00	\$75.00	\$70.00	\$130.00
Midsized Wheel Loader (150hp-375hp)	\$70.00	\$80.00		\$150.00
Bulldozer (D-4)	\$65.00	\$85.00	\$110.00	\$135.00
Bulldozer (D-6)	\$90.00	\$95.00		\$150.00
Standard Trackhoe	\$95.00	\$100.00	\$110.00	\$140.00
Longreach Trackhoe		\$110.00		\$160.00
Motorgrader	\$80.00	\$90.00	\$115.00	\$160.00
Skid Steer	\$65.00	\$70.00	\$45.00	\$85.00
Grader w/ 12' wide blade	\$80.00	\$90.00		\$145.00
Other Grader	\$70.00	\$90.00		\$135.00
18 Yd Dump Truck	\$60.00	\$60.00	\$65.00	\$120.00
24 Ton Semi	\$80.00	\$65.00		\$130.00

Equipment Most Likely To Be Used Shaded In Gray

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: March 28, 2014

RE: Authorization to Purchase Culverts and Flashboard Risers for District Projects

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to purchase culverts from Contech Engineered Solutions and flashboard risers from Metal Culverts, Inc. for an amount not to exceed \$300,000.

BACKGROUND

Culverts and flashboard risers are used to restore the natural hydrology and disperse water into wetlands. Currently, the District is in design on two projects that will require culverts and flashboard risers. The Middle Suwannee River Springs Restoration and Aquifer Recharge and the Otter Sink Dispersed Water Storage projects will need these devices. Once the designs are completed, the District will purchase culverts and flashboard risers from the lowest bidder.

On March 21, 2014 the District received three bids for culverts and flashboard risers. See Attachment A for a summary of the bids. Contech Engineered Solutions submitted the lowest price on all culverts and Metal Products, Inc. submitted the lowest price on all flashboard risers.

The funds for the purchase of culverts are included in the Fiscal Year 13/14 budget under several projects including; but not limited to, the Middle Suwannee River Spring Restoration and Aquifer Recharge, Dispersed Water Storage, and land management hydrology restoration.

BCK/tm
Attachment A

Attachment A
 Bid Tabulation
 ITB 13/14-029RM
 March 21, 2014

	Gulf Atlantic Culvert Co. Inc.	Metal Culverts Inc.	Contech Engineered Solutions
Round Galvanized Steel 18" Diameter/16 gauge	10.49	11.85	10.20
Round Galvanized Steel 24" Diameter/16 gauge	13.9	15.85	12.92
Round Galvanized Steel 36" Diameter/14 gauge	26.75	29.20	24.48
Round Galvanized Steel 48" Diameter/12 gauge	48.86	54.65	44.20
Round Galvanized Steel 60" Diameter/10 gauge	84.22	85.70	70.04
Arch Galvanized Steel 18" Diameter/16 gauge	11.14	12.75	10.71
Arch Galvanized Steel 24" Diameter/16 gauge	14.63	17.10	13.56
Arch Galvanized Steel 36" Diameter/14 gauge	27.76	31.50	25.70
Arch Galvanized Steel 48" Diameter/12 gauge	50.08	58.95	46.41
Arch Galvanized Steel 60" Diameter/10 gauge	85.92	94.55	73.54
Round Aluminum 18" Diameter/16 gauge	No bid	13.40	12.48
Round Aluminum 24" Diameter/16 gauge	No bid	17.70	16.38
Round Aluminum 36" Diameter/14 gauge	No bid	32.80	30.68
Round Aluminum 48" Diameter/12 gauge	No bid	60.45	56.42
Round Aluminum 60" Diameter/10 gauge	No bid	96.60	104.00
Arch Aluminum 18" Diameter/16 gauge	No bid	13.80	13.23
Arch Aluminum 24" Diameter/16 gauge	No bid	22.55 *	17.36
Arch Aluminum 36" Diameter/14 gauge	No bid	46.90 *	32.53
Arch Aluminum 48" Diameter/12 gauge	No bid	79.70 *	59.80
Arch Aluminum 60" Diameter/10 gauge	No bid	119.55 *	110.24
Flashboard Risers 18" diameter	No bid	901.00	1,106.20
Flashboard Risers 24" diameter	No bid	1,220.00	1,413.20
Flashboard Risers 36" diameter	No bid	\$2,283.00	2,441.20
Flashboard Risers 48" diameter	No bid	\$3,467.80	5,438.00
Flashboard Risers 60" diameter	No bid	\$6,457.00	7,513.00

Change in bid size *

Lowest Bid

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: March 28, 2014

RE: Authorization for the Executive Director to Enter Into a Revenue Contract with the Florida Department of Environmental Protection (FDEP) to Implement a Groundwater Nitrate Reduction Project

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a revenue contract with the Florida Department of Environmental Protection to implement a previously approved groundwater nitrate reduction project.

BACKGROUND

During the February 2014 Governing Board meeting, the Board authorized staff to conduct a groundwater nitrate reduction pilot project in conjunction with FDEP and Florida Department of Agriculture and Consumer Services. In order to expedite the project, FDEP has asked to contract with the District rather than directly with the landowner. This contracted amount shall not exceed \$43,000.

/kw

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: March 28, 2014

RE: Approval of a Modification with a 0.2152 mgd Increase in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-82-00070.003, Kenneth O Dicks Farm, Inc., Columbia County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-82-00070.003, with eighteen standard conditions and eight special limiting conditions to Kenneth O Dicks Farm, Inc. in Columbia County.

BACKGROUND

This is a modification for an existing permit to irrigate 146 acres of either a cotton/ winter rye, peanuts/ winter rye, corn/ winter rye, or fresh peas/ winter rye rotation, irrigate 40 acres of pasture, water beef cattle, and fill a fertigation tank. The Average Daily Rate (ADR) has increased 0.2152 million gallons per day (mgd), from 0.0408 mgd to 0.2560 mgd due to the addition of 116 irrigated acres. The project area is located in the Lower Santa Fe River Basin Water Resource Caution Area. The applicant is requesting a five-year permit extension (existing permit will expire on March 27, 2028 and the modification will expire March 27, 2033) due to voluntarily implementing automated monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, use of an alternative water supply when feasible, and specific allocations for crop rotations, pasture, livestock, and tank filling.

Staff has determined that the application is complete and satisfies the conditions for issuance in Chapter 40B-2, Florida Administrative Code (F.A.C.).

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: March 28, 2014

PROJECT: Columbia Farm

APPLICANT:

Kenneth O Dicks Farm, Inc.
922 SW Jim Witt Road
Lake City, FL 32025

PERMIT APPLICATION NO.: 2-82-00070.003

DATE OF APPLICATION: February 28, 2014

APPLICATION COMPLETE: February 28, 2014

DEFAULT DATE: May 29, 2014

Permitted Allocations			
Average Daily Rate (Million Gallons Per Day)	Total Annual Allocation (Million Gallons Per Year)	Freeze Protection (Million Gallons Per Year)	New Water to Average Daily Rate (Million Gallons Per Day)
0.2555	93.26	0.0000	0.2152

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Columbia County. The permit includes eighteen standard conditions and eight special limiting conditions. Staff recommends a five-year permit extension based on chapter 40B-2.331(2), F.A.C. due to voluntarily implementing automated monitoring. The existing permit will expire on March 27, 2028, and the modification will expire March 27, 2033.

Project Review Staff

Jamie Sortevik, E.I., Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 5 South, Range 17 East, Sections 3 and 4 in Columbia County. The project is located within the Santa Fe River Basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins. The withdrawal facilities are located in the Lower Santa Fe River Basin Water Resource Caution Area.

Project Description

The project area consists of 606 acres with approximately 146 acres being irrigated using groundwater and 40 acres being irrigated using surface water.

Groundwater is used to irrigate either a cotton/ winter rye, peanuts/ winter rye, corn/ winter rye, or fresh peas/ winter rye crop rotation using center pivots. The supplemental irrigation

calculations for the crops were based upon GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The ADR of withdrawal for the cotton/ winter rye crop rotation was calculated as 0.1951 mgd, which equates to 17.96 inches of supplemental irrigation annually. The ADR of withdrawal for the peanuts/ winter rye crop rotation was calculated as 0.1930 mgd, which equates to 17.77 inches of supplemental irrigation annually. The ADR of withdrawal for the corn/ winter rye crop rotation was calculated as 0.2066 mgd, which equates to 19.02 inches of supplemental irrigation annually. The ADR of withdrawal for the fresh peas/ winter rye crop rotation was calculated as 0.2181, which equates to 19.19 inches of supplemental irrigation annually. The Average Daily Rate (ADR) for the project has increased 0.2152 million gallons per day (mgd) from the previously permitted use due to the addition of 116 irrigated acres.

Surface water is used to irrigate pasture using a hard hose traveling gun. The supplemental irrigation calculations for the pasture was based GWRAPPS. The ADR of withdrawal for the pasture was calculated as 0.0329 mgd, which equates to 11.05 inches of supplemental irrigation annually.

Groundwater is also used to supply 300 head of beef cattle. The ADR of withdrawal for the livestock was calculated as 0.0045 mgd.

Groundwater is also used to fill a fertigation tank with an average of 500 gallons daily. The ADR of withdrawal for the tank was calculated as 0.0005 mgd.

The project area includes three existing wells and one surface water source (pond). The withdrawal point inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Kenneth O Dicks Farm, Inc. plans to use the center pivots to irrigate 146 acres of a cotton/ winter rye, peanuts/ winter rye, corn/ winter rye, or fresh peas/ winter rye crop rotation and plans to use the hard hose traveling gun to irrigate 40 acres of pasture.

Water Conservation

The applicant has completed the Water Conservation Worksheets for the Center Pivot Irrigation System and the Hard Hose Traveling Gun.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has increased 0.2152 mgd, from 0.0408 mgd to 0.2555 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries, nor will it have an adverse effect on groundwater contributions to the Lower Santa Fe or Ichetucknee rivers.

Conditions of Issuance

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use interfere with any presently existing legal use of water?

[ref. 40B-2.301(1)(b)]

No. Staff determined the use will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

[ref. 40B-2.301(2)(a)]

Yes. Based on GWRAPPS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

[ref. 40B-2.301(2)(b)]

Yes. Based on GWRAPPS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

[ref. 40B-2.301(2)(c)]

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

[ref. 40B-2.301(2)(d)]

No. Staff determined the use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?

[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

[ref. 40B-2.301(2)(g)]

No. Staff determined the use will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?

[ref. 40B-2.301(2)(h)]

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

[ref. 40B-2.301(2)(i)]

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

[ref. 40B-2.301(2)(j)]

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?

[ref. 40B-2.301(2)(k)]

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on March 27, 2033. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Agricultural**
4. Source classifications : **Groundwater and Surface Water**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As

necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-82-00070.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

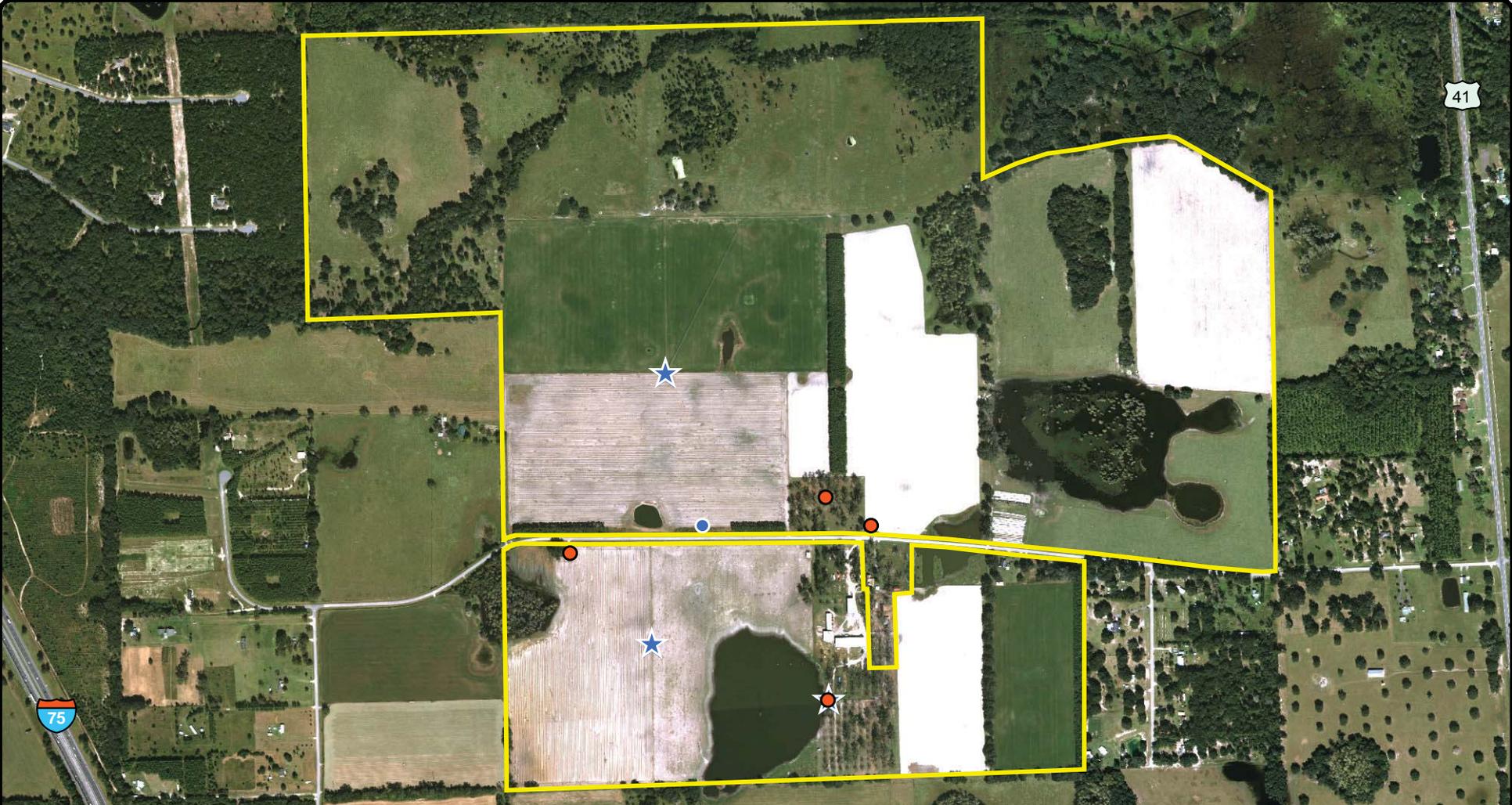
19. The permittee shall implement automated monitoring of groundwater and surface water withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and surface water station having an outside diameter of six inches or greater, and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a

standardized SRWMD automated monitoring system to fulfill this requirement.

20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The permittee shall use a lower quality water source, surface water, in lieu of groundwater as irrigation water when deemed feasible pursuant to District rules and applicable state law.
23. On an average annual basis, the Permittee is authorized to withdraw
0.1951 mgd of groundwater for supplemental irrigation of a cotton/ winter rye rotation,
0.1930 mgd of groundwater for supplemental irrigation of a peanuts/ winter rye rotation,
0.2066 mgd of groundwater for supplemental irrigation of a corn/ winter rye rotation, or
0.2181 mgd of groundwater for supplemental irrigation of a fresh peas/ winter rotation.
24. On an average annual basis, the Permittee is authorized to withdraw 0.0329 mgd of surface water for supplemental irrigation of pasture.
25. On an average annual basis, the Permittee is authorized to withdraw 0.0045 mgd of groundwater to water beef cattle.
26. On an average annual basis, the Permittee is authorized to withdraw 0.0005 mgd of groundwater for filling of fertigation tank.

Attachment A
2-82-00070.003
Kenneth O Dicks Farm, Inc.

Name	Status	Diameter	Capacity (gpm)	Water Use
Irrigation Well	Active	8	550	Irrigation
Cow Well	Active	4	20	Livestock
LJ Well	Active	6	300	Irrigation
Pond	Active	6	300	Irrigation



-  Project Boundary
-  Irrigation Systems
-  Active Withdrawal Points
-  Inactive Withdrawal Points

Columbia Farm

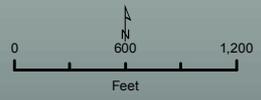
2-82-00070.003 Water Use Permit



April 2014



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.



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1 of 23

MEMORANDUM

TO: Governing Board
 FROM: Tim Sagul, P.E., Division Director, Resource Management
 DATE: March 28, 2014
 RE: Permitting Summary Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of February 2014.

		Received				
ERP	Exemption Requests	Noticed Generals	Generals (WOD and SWERP)	10-2 Self Certifications	Individuals (WOD and SWERP)	Conceptual
		2	2	1	1	5
		Issued				
	Exemption Requests	Noticed Generals	Generals (WOD and SWERP)	10-2 Self Certifications	Individuals (WOD and SWERP)	Conceptual
	5	0	1	1	3	1

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in February 2014.

File Number	Project Name	County	Issue Date
ERP04-0098M	Cypress Station Modification	Levy	2/19/14
ERP01-0335M4	Hart Springs Park Modification	Gilchrist	2/26/14
ERP02-0379M2	Hamilton 7-12 School Modification	Hamilton	2/26/14

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2011 to February 28, 2014.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				February 2014	February 2014
Exempt	156	132	24	1	0
Noticed General	309	213	96	3	5
General	269	167	102	9	17
10-2 Self Certifications	45	26	19	2	0
Individual	65	53	12	1	1
Conceptual	7	7	0	0	0
TOTAL	851	598	253	16	23
PERCENT		70%	30%		

*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 permitting activities during the month of February.

February 2014	Received		Issued
Water Use Permits	19		22
Water well permits issued: 101			
Abandoned/Destroyed	3	Livestock	0
Agricultural Irrigation	13	Monitor	6
Aquaculture	0	Nursery	1
Climate Control	0	Test	3
Fire Protection	0	Public Supply	4
Garden (Non Commercial)	0	Self-supplied Residential	71
Landscape Irrigation	0	Drainage or Injection	0
Commercial or Industrial	0	Remediation Recovery	0

Rulemaking Schedule

40B-1, 40B-2 CUPcon

GB Rule Dev. Auth.	5/29/12
Notice of Rule Dev.	7/20/12
GB Notice of Proposed Rule Auth.	5/16/13
GB Notice of Proposed Rule Auth.	11/12/13
Rule revision crosswalk and SERC worksheet	11/22/13
Sent to OFARR	12/9/2013
Sent to JAPC	12/16/2013
Notice of Change	2/10/14
Mail to DOS	3/4/2014
Effective Date	3/24/2014

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: March 28, 2014
RE: Enforcement Status Report

Matters Staff is attempting to gain compliance without enforcement action

Respondent	Justin M. Fitzhugh
Enforcement Number / County	CE05-0046 / Columbia
Violation	Non-Functioning Stormwater Management System & Failure to Submit As-Builts
Legal Counsel	Brannon, Brown, Haley & Bullock
Date Sent to Legal	July 1, 2010
Target Date	Ongoing
Legal Fees to date	\$2,111 (approximate)

This violation is for a non-functioning surface water management system and failure to submit as-built certification forms.

Staff inspected site on March 7, 2013. Vegetation cleared, the retention pond is still not in compliance. Staff contacted new owner, Joe Peurrung. Staff has requested that the current attorney cease work on the enforcement file. In the event that the current owner does not follow through with correcting the violation, staff will have the file reopened. **Owner's engineer has contacted District staff and is expecting to have corrective plan submitted by April 1.**

Respondent	Richard Oldham
Enforcement Number / County	CE10-0024 / Bradford
Violation	Unpermitted Pond & Deposition of Spoil Material
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A.
Date sent to legal	October 13, 2011
Target Date	Ongoing
Legal Budget / Legal Fees to date	\$5,000 / \$2,473

This violation is for construction of a pond without a permit and deposition of spoil material in a flood area.

Richard Oldham and Diana Nicklas were served with an Administrative Complaint and Order and the time for filing a petition for hearing lapsed.

Counsel filed a Petition for Enforcement in the Circuit Court for Bradford County and had Oldham and Nicklas personally served. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel for resolution.

Respondent	Larry R. Sigers
Enforcement Number / County	CE08-0072 / Columbia
Violation	Unpermitted Dredge & Fill
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	October 5, 2011
Target Date	Ongoing
Legal Budget / Legal Fees to date	\$7,500 / \$7,517.00

A Consent Agreement was entered into with Mr. Sigers as a result of violations of District Rules. The replanting has failed and staff has contacted Mr. Sigers. To date there has been no response from Mr. Sigers. Staff to follow up with this before the next board meeting.

Respondent	Cannon Creek Airpark
Enforcement Number / County	CE05-0031/ Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	February 2006
Target Date	In Permit Process
Legal Fees to date	\$7,048.50

This enforcement action has been on-going for a number of years. This involves work that was done within the subdivision to alleviate flooding. The work was done without a permit. Columbia County officials are working on a stormwater project that may alleviate the practical need to obtain compliance with the existing District permit, but instead would require that the permit be modified to reflect the system as constructed.

District staff is currently reviewing an ERP application to implement one phase of the County's master stormwater plan that includes the Cannon Creek area, which should address the remaining drainage problems for this project. The District is waiting for Columbia County to respond to the mitigation offer before taking further action on the permit application.

Columbia County responded to the request for additional information. Staff is reviewing the submittal in regards to the proposed wetland mitigation offer.

District staff met with Columbia County on February 28, 2012, to discuss outstanding RAI items and expect to soon receive additional information from the County. Columbia County proposes to "bundle" the wetland mitigation required for this project with mitigation being provided for a Home Depot project. Staff plans to discuss this approach with the District's Governing Board.

A permit for this project was issued on August 6, 2012. Staff is working with Columbia County on an appropriate resolution.

Matters the Governing Board has directed staff to take enforcement

Respondent	Charlie Hicks, Jr.
Enforcement Number / County	CE07-0087 / Madison County
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	October 30, 2008
Target Date	Ongoing
Legal Fees to date	\$21,536.50

The violation consists of construction of a structure in the floodway, without obtaining a Works of the District permit. The case has been before this court several times.

The nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys' fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel for resolution.

Respondent	EI Rancho No Tengo, Inc.
Enforcement Number / County	CE05-0017 / Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	January 2006
Target Date	Ongoing
Legal Fees to date	\$253,160.50

This enforcement matter has been ongoing since 2006. After multiple court hearings, and in accordance with Court rulings, a Notice of Sheriff's Sale was sent to the parties by certified mail.

The Sheriff's Sale of Defendant's real property pursuant to two writs of execution occurred on May 3, 2011. The Executive Director and Counsel were present at the sale. After an opening bid by Jeffrey Hill of ten dollars, Mr. Still bid \$390,000, which was also the highest bid. Twenty-two minutes prior to the sale, Jeffrey Lance Hill, Sr., filed a chapter 12 case with the U.S. Bankruptcy Court in Jacksonville, Florida. Counsel has since consulted with Lance Cohen, a bankruptcy attorney in Jacksonville, whom the District retained in 2008 when EI Rancho No Tengo, Inc., filed a bankruptcy case. Mr. Cohen is of the opinion that because Mr. Hill filed for bankruptcy prior to the Sheriff's Sale, the District's interest in quieting title would best be served in bankruptcy court. Therefore, Staff has directed Counsel to work with Mr. Cohen again to efficiently and expeditiously secure title to the land in the District.

On March 22, 2012, the Bankruptcy Court granted the District's motion to dismiss the Chapter 12 bankruptcy case filed by Jeffrey Hill. On March 28, 2012, District staff recorded the Sheriff's deed with the Columbia County Clerk's Office.

On May 16, 2012, Mr. Hill filed a Notice of Appeal of the Bankruptcy Court's May 3rd Order. The District's bankruptcy counsel, Lance Cohen, is responding to the appeal. Staff was directed to meet with the newer Board members individually to bring them up to date and after this was done to schedule a meeting with Mr. Hill, Mr. Williams and Mr. Reeves to discuss possible settlement. The parties have met, but a settlement was not reached.

The District's bankruptcy counsel, Lance Cohen, filed an Answer Brief on September 10, 2012, in Jeffrey Hill's appeal of the Bankruptcy Court's dismissal of his Chapter 12 case. The case is now fully briefed and, therefore, either oral argument or a written decision should occur or be issued before the end of the year. A mediation meeting was held July 29 at the Federal Courthouse in Jacksonville. The judge gave an October 15, 2013 deadline for resolution. Mr. Quincey, at the direction of the board, is working with Mr. Hill and will bring back a proposed settlement to the Board. No settlement was reached at the October 2013 Governing Board meeting. Counsel was directed to pursue a quiet title action.

On January 24, 2014, the U.S. District Court entered its order affirming the Bankruptcy Court's dismissal of Mr. Hill's bankruptcy case. Mr. Hill has appealed this matter to the 11th Circuit Court of Appeal in Atlanta.

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$9,550

This is not a District enforcement matter, but appears to have been prompted by one. This matter concerns a circuit court complaint recently filed against the District by Jeffrey and Linda Hill arising out of the District's enforcement litigation against El Rancho No Tengo, Inc. In summary, the Complaint alleges that the District has violated Plaintiffs' personal and property rights, acted with recklessness and malice, taken Plaintiffs' personal and property, forced Mr. Hill into bankruptcy, and caused Plaintiffs psychological and emotional harm. The request for relief includes returning all real and personal property taken, permanently enjoining the District from taking Plaintiffs' property, damages in the amount of \$1,000,000.00, renewal and reinstatement of a writ dated August 4, 1991, and costs and attorney's fees. District Counsel has responded by filing a motion to dismiss, strike and for more definite statement. Counsel is currently researching whether a judgment on the merits may also be available at this stage of the proceeding. In any event, Counsel will soon request a hearing on the District's motion(s).

On October 20, 2011, Plaintiffs served an Amended Complaint to which Counsel responded by serving an Amended Motion to Dismiss and Strike. Counsel also provided a draft Motion to Award [\$57,105, F.S.] Attorney's Fees to Plaintiffs on November 17, 2011. Counsel attended a hearing on the District's amended motion to dismiss and strike the amended complaint on December 9, 2011. The Court dismissed three counts of Hills' amended complaint and struck three more, but also gave the Hills 30 days from the date the order is signed to file a second amended complaint.

Counsel drafted and delivered an order to the Hills for review and comment on December 19, 2011. Comments on the draft order are due from the Hills to Counsel on December 22, 2011, at which time Counsel will send a proposed order to Judge Parker. Once a second amended complaint is filed by the Hills, Counsel will prepare an answer with affirmative defenses.

Rather than commenting to Staff Counsel on the District's draft proposed order, Plaintiff's filed their "Objection to Proposed Order," but not before Staff Counsel submitted the District's proposed order to Judge Parker on December 26, 2011. Thereafter, the District's proposed order was entered and Plaintiffs filed a timely motion for rehearing. On January 25, 2012, this case was transferred from Staff Counsel Jennifer Springfield to Staff Counsel Lindsey Lander. In February, this case was transferred to the District's Insurance Claim Services.

A hearing was set for October 5, 2012, regarding the Plaintiffs Motion for Rehearing on the Court's order dismissing and striking the amended complaint and allowing Plaintiffs 30 days leave to file a second amended complaint. Mr. Quincey, at the direction of the Board, is working with Mr. Hill and will bring back a proposed settlement to the Board. No settlement was reached at the October 2013 Governing Board meeting.

A hearing on the District's amended motion for summary judgment (among other of Plaintiffs' motions) occurred on February 6, 2014.

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
Enforcement Number / County	CE04-0003 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Tommy Reeves
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded. During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement (ILA) and County Manager is still interested in pursuing this approach. Staff from the District and County are editing the agreement and expect to present it to the Governing Board at their August meeting.

The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the District on a revised agreement. Staff is waiting to hear back from Columbia County staff.

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Tommy Reeves
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded.

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Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement (ILA) and County Manager is still interested in pursuing this approach. The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the district on a revised agreement. Staff is waiting to hear back from Columbia County staff.

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: March 28, 2014
RE: Resolution 2014-05 Authorizing an Exchange of Real Property Interests in Dixie County with Doug and Lisa Anderson

RECOMMENDATION

Staff recommends the Governing Board approve and execute Resolution 2014-05 authorizing the exchange of real property interests in Dixie County with Doug and Lisa Anderson.

BACKGROUND

On September 10, 2013, the Governing Board authorized the detailed assessment of a proposed exchange of real property interests in lands owned by the Suwannee River Water Management District and Doug and Lisa Anderson in Dixie County. The Andersons have agreed to convey a conservation easement over approximately 72 acres in exchange for fee title to an adjacent 122 acres of District land. The District will retain a conservation easement over the 122 acres under this proposal. A public hearing summary of the proposed exchange is attached.

Section 373.089(4), F S., gives authority to the Governing Board to exchange interests or rights in lands and to set the terms and conditions that the Board considers necessary to equalize the value of exchanged properties.

CH/jd
Attachments

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2014-05

RESOLUTION APPROVING THE EXCHANGE OF REAL PROPERTY INTERESTS IN DIXIE COUNTY WITH DOUG AND LISA ANDERSON

WHEREAS, the Suwannee River Water Management District has been offered a perpetual conservation easement over lands owned by Doug and Lisa Anderson, consisting of approximately 72 acres in Dixie County, Florida. A legal description and a map of said lands being attached hereto; and

WHEREAS, the consideration for said conservation easement shall be the fee title to 122 acres of District land encumbered by a perpetual conservation easement; and

WHEREAS, the result of the exchange will be the protection through perpetual conservation easement held by the Suwannee River Water Management District of 194 acres of land located in and adjacent to the 100-year floodplain of the Suwannee River; and

WHEREAS, the exchange and the acquisition of the additional conservation easement acreage are consistent with Section 373.089(4), Florida Statutes (F.S.), Section 373.199, F.S., and with the Florida Forever five-year work plan filed with the Legislature and the Florida Department of Environmental Protection; and

WHEREAS, said additional conservation easement acreage is being acquired in less-than-fee simple for water management purposes and meets the goals and criteria of Section 259.101, F.S.; and

WHEREAS, said lands will be maintained in an environmentally acceptable manner compatible with the resource values for which acquired and, to the extent practical, in such a way as to restore and protect their natural state and condition; and

WHEREAS, said lands have been appraised by at least one real estate appraiser and were approved for acquisition after duly noticed publicly noticed meeting to inform the public of this exchange and noticed public hearing thereon; and

WHEREAS, an environmental audit shall be performed prior to closing, and, before the purchase of any land found to be contaminated a remediation plan will be submitted to the Department; and

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

(1) Exchange of the real property interests on the described lands with Doug and Lisa Anderson, and their successors or assigns is approved, and the Executive Director is authorized to exercise an exchange agreement on behalf of the District.

(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 373.199, F.S.

(3) District hereby approves the use of appropriate funds for the transfer of a conservation easement and associated closing costs.

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 8TH DAY OF APRIL, 2014.

**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
GARY JONES
VIRGINIA H. JOHNS
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:

LEGAL DESCRIPTION

Anderson Conservation Easement – Dixie County, Florida

Owner: Doug and Lisa Anderson

Description: Section 2, Township 11 South, Range 13 East

Those areas of natural woodlands as depicted on the attached map located within the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and

Section 11, Township 11 South, Range 13 East

Those areas of natural woodlands as depicted on the attached map located within the W $\frac{1}{2}$ of the NW $\frac{1}{4}$.

Pine Landing Tract – Dixie County, Florida

Owner: Suwannee River Water Management District

Description: Section 11, Township 11 South, Range 13 East

Government Lots 1 and 2.

**PUBLIC HEARING SUMMARY
ANDERSON / PINE LANDING EXCHANGE
DIXIE COUNTY**

TRANSACTION SUMMARY

Under the proposed exchange, the District will retain a conservation easement over the 122-acre Pine Landing Tract and convey the fee simple interest to Doug and Lisa Anderson. The Andersons will convey a conservation easement to the District over 72 acres of their adjacent property.

An exchange of property interests will reduce land management costs, continue to protect 0.49 miles of Suwannee River frontage, and preserve 194 acres of floodplain forest intact under perpetual conservation easement protection. The conservation easement will prohibit development, subdivision and timber harvesting. The Andersons will control access and hunting rights, have the right to fence the property, and be able to explore for and extract the minerals under the 72-acre parcel from the adjacent property so long as the surface remains undisturbed.

TRACT:	Anderson Conservation Easement	Pine Landing
OWNER:	Doug and Lisa Anderson	SRWMD
ACREAGE:	72	122
WATER RESOURCE PROTECTION:	Floodplain: 99% (71 acres) Surfacewater: 71% (51 acres) Aquifer Recharge: n/a Springs Protection: n/a River Frontage: 0	Floodplain: 100% (Zone AE) Surfacewater: 94% (114 acres) Aquifer Recharge: n/a Springs Protection: n/a River Frontage: 0.49 miles
TRACT DESCRIPTION:	Wetland mixed forest with approximately 14 acres in upland hardwood and upland mixed forest.	Mixed pine and hardwood along its western boundary, rapidly descending into floodplain swamp approaching the river. Pockets or strands of bottomland hardwood occur throughout.
VALUE:	On December 23, 2013, John Robinson appraised the original 98-acre proposed conservation easement at \$1,000 per acre. Extending this price indicates a value of \$72,000 .	The conservation easement to be retained by the District was valued by Mr. Robinson at \$122,000 which reduces the value of the interests to be conveyed to the Andersons to \$61,000 .

MANAGEMENT: The Andersons will manage both conservation easement properties for forest preservation and wildlife habitat enhancement under this easement.

CLOSING COSTS: Each party will pay for costs related to its side of the transaction. This includes title insurance premium, documentary stamps, attorneys' fees, survey costs and cost of an environmental audit.

TITLE ISSUES: None reported.

CONTRACT FOR EXCHANGE OF REAL PROPERTY
(DISTRICT Exchanging with Private Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT (as defined below) and the LANDOWNER (as defined below) 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.)

LANDOWNER shall mean: Name: M. Douglas Anderson and Lisa Anderson,
Husband and Wife

Address: P.O. Box 871
Old Town, Florida 32680

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 LANDOWNER regarding this transaction.

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

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

CONSERVATION EASEMENT shall mean a conservation easement, in the form attached hereto as Exhibit "B", over the DISTRICT PROPERTY and the LANDOWNERS PROPERTY.

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

DISTRICT PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A" and designated on such drawing as "SRWMD Ownership".

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved

by written resolution of the Governing Board of the DISTRICT.

LANDOWNERS PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit “A” and designated on such drawing as “Anderson Conservation Easement Area”.

SURVEY shall mean a survey 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 LANDOWNER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the LANDOWNER’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 being surveyed, and (5) show the actual number of acres of the property being surveyed, 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. **EXCHANGE**: The DISTRICT shall convey the DISTRICT PROPERTY to the LANDOWNER and in exchange the LANDOWNER shall convey the CONSERVATION EASEMENT to the DISTRICT .
3. **PRICE**: Neither the DISTRICT nor the LANDOWNER shall pay any amount to the other to equalize the values of the DISTRICT PROPERTY and the CONSERVATION EASEMENT.
4. **EXPENSES**: The expenses of closing this transaction shall be paid, at closing, as follows:
 - 4.1 For conveying the DISTRICT PROPERTY:
 - 4.1.1 DISTRICT shall pay for:
 - 4.1.1.1 Preparation of the deed of conveyance of the DISTRICT PROPERTY
 - 4.1.1.2 Documentary stamp tax on the deed of conveyance of the DISTRICT PROPERTY
 - 4.1.1.3 Owner’s title insurance policy (including the TITLE COMMITMENT, search, examination and related charges) on the

DISTRICT PROPERTY

4.1.1.4 All outstanding ad valorem taxes and assessments on the DISTRICT PROPERTY for all years prior to the year of closing, if any.

4.1.1.5 DISTRICT's attorneys fees

4.1.2 LANDOWNER shall pay for:

4.1.2.1 Charges to record the deed of conveyance of the DISTRICT PROPERTY

4.1.2.2 Costs of an environmental audit of the DISTRICT PROPERTY if the LANDOWNER decides to have one prepared.

4.1.2.3 Costs of a SURVEY of the DISTRICT PROPERTY if the LANDOWNER decides to have one prepared.

4.1.2.4 All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration).

4.1.2.5 LANDOWNER's attorneys fees

4.2 For conveying the CONSERVATION EASEMENT:

4.2.1 The LANDOWNER shall pay for:

4.2.1.1 Documentary stamp tax on the CONSERVATION EASEMENT

4.2.1.2 Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges) on the CONSERVATION EASEMENT

4.2.1.3 All outstanding ad valorem taxes and assessments on the LANDOWNERS PROPERTY for all years prior to the year of closing

4.2.1.4 All ad valorem taxes and assessments on the LANDOWNERS PROPERTY for the year of closing and all prior years.

4.2.1.5 LANDOWNER's attorneys fees

4.2.2 The DISTRICT shall pay for:

4.2.2.1 Charges to record the CONSERVATION EASEMENT

4.2.2.2 Costs of an environmental audit of the LANDOWNERS PROPERTY if the DISTRICT decides to have one prepared.

4.2.2.3 Costs of a SURVEY of the LANDOWNERS PROPERTY.

5.2.2.4 DISTRICT's attorneys fees

5. DISCHARGE OF TAX LIEN ON PROPERTY.

- 5.1 The DISTRICT acquired fee simple title to the DISTRICT PROPERTY prior to the immediate past January 1. Therefore, there is no lien for unpaid ad valorem taxes and assessments for the year of closing. For all years prior to the year of closing, the DISTRICT shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the DISTRICT PROPERTY, so as to discharge the lien of such ad valorem taxes and assessments.
- 5.2 For the year of closing, the LANDOWNER shall discharge the lien of all unpaid ad valorem taxes and assessments on the LANDOWNER PROPERTY for the year of closing by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. For all years prior to the year of closing, the LANDOWNER shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the LANDOWNER PROPERTY
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:**
- 7.1 The DISTRICT shall convey title to the DISTRICT PROPERTY to the LANDOWNER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the DISTRICT PROPERTY, with no warranties of title. The deed of conveyance shall convey the DISTRICT PROPERTY by the legal description contained in the deed of conveyance which conveyed the DISTRICT PROPERTY into the DISTRICT. The deed of conveyance shall reserve to the DISTRICT a conservation easement on the DISTRICT PROPERTY substantially in the form of the CONSERVATION EASEMENT.
- 7.2 The LANDOWNER shall execute and deliver to the DISTRICT a conservation easement over the DISTRICT PROPERTY and the LANDOWNERS PROPERTY which shall be substantially in the form of the CONSERVATION EASEMENT. The CONSERVATION EASEMENT shall utilize the legal description of the DISTRICT PROPERTY set out in the DISTRICT's deed of conveyance to the LANDOWNER and the surveyed legal description shown on the SURVEY of the LANDOWNERS PROPERTY as provided herein.
8. **CONDITIONS PRECEDENT TO CLOSING:** Conditions precedent to the DISTRICT's obligation to close shall be:

8.1 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. These statutory requirements include, but are not limited to, the requirements that (1) both the parcels of property set out herein 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.

8.2 Approval by the State of Florida, Department of Environmental Protection.

9. **TITLE EVIDENCE:** No later than thirty (30) days after the EFFECTIVE DATE, the CLOSING AGENT will provide a TITLE COMMITMENT for the DISTRICT PROPERTY to the LANDOWNER, and a TITLE COMMITMENT for the CONSERVATION EASEMENT to the DISTRICT.

9.1 If the TITLE COMMITMENT for the DISTRICT PROPERTY reflects someone other than the DISTRICT has an ownership interest in the DISTRICT PROPERTY, any defects in title to the DISTRICT PROPERTY, and/or any title exceptions for the DISTRICT PROPERTY that are unacceptable to the LANDOWNER, (the "Title Defects for the DISTRICT PROPERTY"), and the LANDOWNER so notifies the DISTRICT in writing no later than forty (40) days after the EFFECTIVE DATE, then the 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, the LANDOWNER 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. The LANDOWNER shall be deemed to have waived all objections to all matters shown on the TITLE COMMITMENT except for those matters shown on the written notice of objections set out above.

9.2 If the TITLE COMMITMENT for the CONSERVATION EASEMENT reflects someone other than the LANDOWNER has an ownership interest in the CONSERVATION EASEMENT, any defects in title to the CONSERVATION

EASEMENT, and/or any title exceptions for the CONSERVATION EASEMENT CONSERVATION EASEMENT that are unacceptable to the DISTRICT (the “Title Defects for the CONSERVATION EASEMENT”), and the DISTRICT so notifies the LANDOWNER in writing no later than forty (40) days after the EFFECTIVE DATE, then the LANDOWNER shall have sixty (60) days from the date of such written notification to correct or remove the Title Defects for the CONSERVATION EASEMENT, and Closing shall be extended for sixty (60) days (the “Extended Closing Date”). If the LANDOWNER is unable or unwilling to correct or remove the Title Defects for the CONSERVATION EASEMENT no later than ten (10) days before the Extended Closing Date, the DISTRICT may either, by written notice to the LANDOWNER: (a) accept the Title Defects for the CONSERVATION EASEMENT, 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. The 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.

10. **SURVEY:**

10.1 LANDOWNERS PROPERTY:

10.1.1 No later than thirty (30) days after the EFFECTIVE DATE, the DISTRICT may, at the DISTRICT’s option and expense, have a SURVEY prepared for the LANDOWNERS PROPERTY. If the SURVEY reflects any defects that, in the DISTRICT’s sole discretion, would adversely affect the CONSERVATION EASEMENT the DISTRICT may treat the same as a “Title Defects for the CONSERVATION EASEMENT” and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

10.1.2 No later than five (5) days after the EFFECTIVE DATE, the LANDOWNER shall furnish the DISTRICT with a copy of any and all surveys of the LANDOWNERS PROPERTY in the LANDOWNER’s possession or control.

10.2 DISTRICT PROPERTY:

10.2.1 No later than thirty (30) days after the EFFECTIVE DATE, the LANDOWNER may, at the LANDOWNER’s option and expense, have a SURVEY prepared for the DISTRICT PROPERTY. If the SURVEY reflects any defects that, in the LANDOWNER’s sole discretion, would adversely affect the DISTRICT PROPERTY the LANDOWNER may treat

the same as a “Title Defects for the DISTRICT PROPERTY” and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

10.2.2 No later than five (5) days after the EFFECTIVE DATE, the DISTRICT shall furnish the LANDOWNER with a copy of any and all surveys of the DISTRICT PROPERTY in the DISTRICT’s possession or control.

11. **ENVIRONMENTAL MATTERS:**

11.1 LANDOWNERS PROPERTY:

11.1.1 The LANDOWNER represents to DISTRICT that: (i) other than in compliance with all applicable environmental laws, rules and regulations, LANDOWNER has not disposed of or dumped any hazardous waste or other environmental pollutants onto the LANDOWNERS PROPERTY, and LANDOWNER has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the LANDOWNERS PROPERTY, (ii) to the best of LANDOWNER’s actual information and belief, without inquiry, the LANDOWNERS PROPERTY has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the LANDOWNERS PROPERTY has violated any applicable environmental laws, rules or regulations, (iii) LANDOWNER has not received actual notice from any government agency that the LANDOWNERS PROPERTY is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the LANDOWNERS PROPERTY.

11.1.2 No later than five (5) days after the EFFECTIVE DATE, the LANDOWNER shall furnish the DISTRICT with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the LANDOWNERS PROPERTY in the LANDOWNER’s possession or control.

11.1.3 No later than thirty (30) days after the EFFECTIVE DATE, the DISTRICT may, at the DISTRICT’s option and expense, have an environmental audit performed for the LANDOWNERS PROPERTY. If the environmental audit reflects any defects that, in the DISTRICT’s sole discretion, would adversely affect the LANDOWNERS PROPERTY the DISTRICT may treat the same as a “Title Defects for the LANDOWNERS PROPERTY” and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

11.2 DISTRICT PROPERTY:

11.2.1 The DISTRICT represents to LANDOWNER 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.

11.2.2 No later than five (5) days after the EFFECTIVE DATE, the DISTRICT shall furnish the LANDOWNER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the DISTRICT PROPERTY in the DISTRICT's possession or control.

11.2.3 No later than thirty (30) days after the EFFECTIVE DATE, the LANDOWNER may, at the LANDOWNER's option and expense, have an environmental audit performed for the DISTRICT PROPERTY. If the environmental audit reflects any defects that, in the LANDOWNER's sole discretion, would adversely affect the DISTRICT PROPERTY the LANDOWNER may treat the same as a "Title Defects for the DISTRICT PROPERTY" and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

12. **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 (including survey and environmental defects treated as title defects herein, or (b) terminate this CONTRACT, in which event both parties shall be relieved of all further obligations to the other. These are the exclusive remedies available to the parties in the event of default prior to Closing.

13. **BROKERS:** No brokers or realtors are involved in this transaction nor are entitled to a

commission on this transaction.

14. **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.
15. **NO ALTERATIONS PRIOR TO CLOSING**: Prior to closing neither party shall (a) cut any timber from any parcel of property referenced herein, or (b) execute or enter into any contracts, easements, mortgages, leases or other agreements relative to any parcel of property referenced herein.
16. **CONDITION OF PROPERTY**: Except for the warranties and representations specifically set forth in this CONTRACT and in any of the closing documents, all properties are being conveyed "as is, where is", with no representations as to the condition or fitness for any particular purpose thereof. Neither party guarantees nor make any representations as to the accuracy of any reports, studies, audits, appraisals, or other information concerning any property it may have provided to the other party.
17. **CASUALTY LOSS**:
 - 17.1 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 Ten Thousand and No/100 (\$10,000.00) Dollars in value, then the LANDOWNER 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 the DISTRICT and the LANDOWNER shall be relieved from all further obligations under this CONTRACT.
 - 17.2 In the event any portion of the timber located on the LANDOWNERS 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 Ten Thousand and No/100 (\$10,000.00) Dollars in value, then the DISTRICT may either: (a) accept the condition of the LANDOWNERS PROPERTY and close this transaction according to the terms of this CONTRACT, or (b) terminate this CONTRACT, and thereupon both the DISTRICT and the LANDOWNER shall be relieved from all further obligations under this CONTRACT.
18. **ASSIGNABILITY**: Neither party may assign this Contract without the prior written consent of the other party.
19. **NON-MERGER CLAUSE**: The terms of this Contract shall survive Closing.
20. **RIGHTS OF INSPECTION**: The parties, though their agent and otherwise, shall both

have the right to enter both parcels of property referenced herein prior to closing to inspect and investigate such parcels at any reasonable time upon notice to the other party. The inspecting party shall be responsible for any damage or liability caused by such inspections and investigations.

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 real 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 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 LANDOWNER. 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.
30. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral

or written, between DISTRICT and LANDOWNER, 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. **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.
32. **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.
33. **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.
34. **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.

36. **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.
37. **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 _____, 2014 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 Shortelle, PhD.

As its Executive Director

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

EXECUTED on this _____ day of _____, 2014 by
LANDOWNER, _____.

STATE OF _____

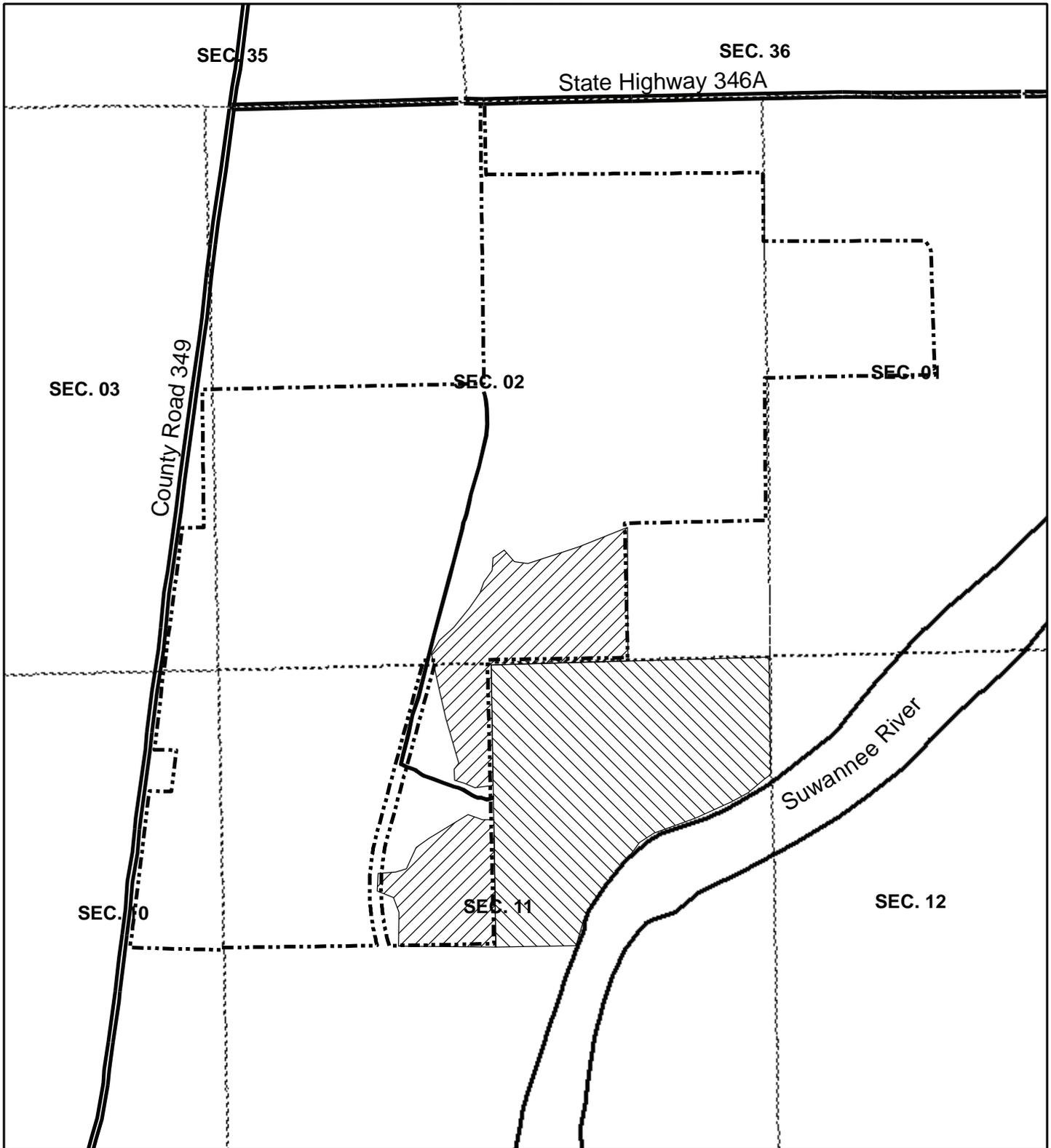
COUNTY OF _____

Acknowledged before me this ____ day of _____, 2012, by
_____ who is
personally known to me or who produced _____ as identification.

Notary Public

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

EXHIBIT A

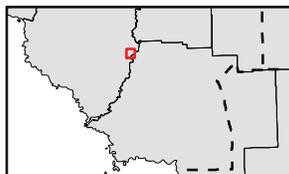
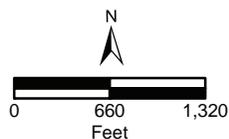


Anderson Conservation Easement Exchange

Township 11 South, Range 13 East
Dixie County, Florida



-  Anderson Ownership
-  Anderson Conservation Easement Area
-  SRWMD Ownership
-  SRWMD Access Easement



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 3/5/2014

Prepared by and return to:
**Davis, Schnitker, Reeves
& Browning, P.A.**
519 West Base Street
Madison, Florida 32340
File No.:

EXHIBIT B

_____[Space Above This Line For Recording Data]_____

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2014 by M. Douglas Anderson and Lisa Anderson, Husband and Wife, having a mailing address of P.O. Box 871, Old Town, Florida 32680, (hereinafter referred to collectively as the “GRANTOR”) and in favor of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as the “DISTRICT”).

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain lands on which there are certain significant naturally occurring ecosystems; and,

WHEREAS, such lands have certain natural, scenic and special characteristics which should be preserved; and,

WHEREAS, the best way for the natural, scenic and special characteristics of such lands to be preserved is for the GRANTOR to convey to the DISTRICT a perpetual conservation easement on, over and across such lands for this generation and for future generations.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, the GRANTOR hereby voluntarily grants and conveys to the DISTRICT, its successors and assigns, a conservation easement in perpetuity over the below described property of the nature and character and to the extent as follows:

1. **RECITALS:** The above recitals are incorporated herein by reference as an integral part hereof.
2. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

CONSERVATION EASEMENT shall mean this written conservation easement.

DISTRICT shall have the same meaning as set forth in the first paragraph of this CONSERVATION EASEMENT.

EFFECTIVE DATE shall mean the date this CONSERVATION EASEMENT is last executed by the parties.

EXCAVATION shall include, without limitation, digging, dredging and mining of material as well as the extraction of liquid or gaseous material through the use of a well, pump or pipeline. It shall not be necessary that the materials be removed from the PROPERTY for such activity to constitute EXCAVATION.

FILLING shall mean the placement of SOIL or similar material on land for any purpose including, without limitation, the raising the level of the land generally or just as to a portion or feature of the land such as a depression, pond, stream or ditch.

GRANTOR shall have the same meaning as set forth in the first paragraph of this CONSERVATION EASEMENT.

MINERALS shall include, without limitation, metallic ores, jewels, hydrocarbons such as natural gas, coal, asphaltum and petroleum, useful rocks such as shale, granite, limestone and marble, and other miscellaneous materials such as feldspar, fluorspar, gypsum, silica rock, borax, sulfur, alum, carbonate and nitrate of soda, and salt.

OWNER or *OWNERS* shall mean the GRANTOR, its successors and assigns, and all other persons and entities which may come to own any interest in the PROPERTY, or any portion thereof, by any reason. Provided that this term shall not include the DISTRICT and its successors and assigns.

PERMITTED STRUCTURES shall mean all fencing and gates presently located on the PROPERTY and additionally shall include perimeter fencing and gates which may be constructed in the future to run along the perimeter of the PROPERTY.

PROPERTY shall mean that certain parcel of real property as more particularly described in Schedule "A", attached hereto.

SOIL shall include, without limitation, loam, topsoil, muck, peat, humus, sand, and common clay.

STRUCTURES shall include, without limitation, buildings, mobile homes, campers, barns, sheds, outhouses, signs, billboards or other advertising, utilities, dirt roads, improved roads, bridges, asphalt or concrete pavement, antennas, towers, lights, power poles, fences, gates, posts, above-ground and below-ground storage tanks, above-ground and below-ground septic tanks, ponds (man-made), ditches, dams, dikes, wells and

firebreaks. Provided that this term shall not include duck blinds, deer stands and similar structures.

TIMBER shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free trees.

VEGETATION shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free plants, shrubs, or other vegetation. Provided that this term shall not include *TIMBER*.

WASTE MATERIAL shall include, without limitation, solid waste, liquid waste, trash, garbage, litter, yard waste, animal waste, ashes, medical waste, hazardous substances, toxic waste and other unsightly or offensive materials.

3. **PURPOSE:** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its existing natural condition and to prevent any use of the PROPERTY that will impair or interfere with the environmental value of the PROPERTY.

4. **RESTRICTIONS ON USE OF THE PROPERTY:** After the EFFECTIVE DATE, no OWNER shall take any action, do anything or knowingly permit anyone else to do anything which would be inconsistent with the purpose of this CONSERVATION EASEMENT. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over and under any portion of the PROPERTY:
 - 4.1 Construction or placement of STRUCTURES, other than the PERMITTED STRUCTURES.

 - 4.2 EXCAVATION of SOIL or MINERALS in such manner as to affect (temporarily or permanently), or be visible from (temporarily or permanently), the surface.

 - 4.3 FILLING.

 - 4.4 The dumping, placing or disposal of WASTE MATERIAL.

 - 4.5 Removal or destruction of TIMBER or VEGETATION, except as may be expressly set out in this CONSERVATION EASEMENT or otherwise agreed between the OWNERS and the DISTRICT in advance and reflected in a writing executed by both parties.

 - 4.6 Exploration for MINERALS in such manner as to affect (temporarily or permanently), or be visible from (temporarily or permanently), the surface.

 - 4.7 Surface use except for purposes that permit the land or water area to

remain predominantly in its natural condition.

4.8 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. Such prohibited activities shall include, without limitation:

4.8.1 Any activity or use which could cause erosion, siltation or change of topography;

4.8.2 Any activity which has the effect of disrupting, altering, polluting, depleting, or extracting any existing surface or subsurface water flow or natural water sources;

4.8.3 The use of pesticides or biocides, including, without limitation, insecticides, fungicides, rodenticides and herbicides; and,

4.8.4 The introduction of exotic plant or animal species.

4.9 Acts or uses detrimental to such retention of land or water areas.

4.10 Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

5. **OWNERS' RETAINED RIGHTS:** The OWNERS shall retain all rights accruing from their ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY that are not expressly prohibited herein and are not inconsistent with the purpose of this CONSERVATION EASEMENT. Notwithstanding anything else herein to the contrary, it shall not be deemed inconsistent with the purpose of this CONSERVATION EASEMENT for the OWNERS, and the OWNERS' guests, to:

5.1 Freely come, go, remain on and roam the PROPERTY for extended periods of time.

5.2 Construct, reconstruct, replace, repair and maintain the PERMITTED STRUCTURES. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary permits for such activities from the DISTRICT, local building and zoning authorities and otherwise.

5.3 Construct and maintain duck blinds, deer stands and similar structures within the PROPERTY for the purposes of hunting or nature study.

5.4 Conduct controlled burning on the PROPERTY. Provided nothing herein

relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary permits for such burning from the Florida Forest Service or otherwise.

5.5 Hunt, harvest, remove, observe, maintain and photograph fish and wildlife on the PROPERTY in compliance with all federal, state and local laws, rules and regulations concerning such activities. The use of bird dogs for hunting is specifically allowed.

5.6 Introduce and stock the PROPERTY with fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities. Provided that except as may be specifically authorized by the DISTRICT, in advance and by a writing executed by both parties, the PROPERTY may only be stocked with native species of fish, game and fowl.

5.7 Feed, care for and maintain the naturally occurring and stocked fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities.

5.8 Explore for and extract MINERALS from the subsurface of the PROPERTY, provided that such exploration and/or extraction shall not affect (temporarily or permanently), or be visible from (temporarily or permanently), the surface of the PROPERTY.

6. **DISTRICT'S TIMBER RIGHTS:** In the event, and only in the event, a portion of the TIMBER on the PROPERTY is damaged by natural disaster, fire, infestation or the like, the DISTRICT may, after consultation with the OWNERS, enter upon the PROPERTY, with manpower and equipment, and cut and/or remove any TIMBER which the DISTRICT believes is necessary as part of good management practices. In such event, the DISTRICT shall restore and reforest the area in which such TIMBER is removed within a reasonable time frame. All costs for cutting, removal, restoration and reforestation shall be at the expense of the DISTRICT, and the DISTRICT shall be entitled to the proceeds from the sale of the TIMBER so cut and/or removed, if any.

7. **EXOTIC SPECIES:** Either the DISTRICT or the OWNERS may take whatever actions such party deems necessary to eradicate and/or control nuisance, exotic and/or non-native fish, animals and plants without the consent of the other party, provided:

7.1 The other party is given reasonable notice of the actions;

7.2 The actions do not unreasonably interfere with the rights of the other party as set out in this CONSERVATION EASEMENT;

7.3 The other party shall only be responsible to pay for the actions to the extent agreed by the parties in writing; and,

7.4 The actions are permitted under applicable law.

8. **RESTRICTIONS ON ALIENATION:** The OWNERS shall retain the right to sell, grant, convey, transfer, alienate, gift, donate and/or devise the PROPERTY subject to the following specific restrictions on transfers:

8.1 No OWNER may sell, grant, convey, transfer, alienate, gift, donate or devise any interest in the PROPERTY, or any portion thereof, except such OWNER's entire undivided interest in all portions of the PROPERTY. In other words, no OWNER may subdivide the PROPERTY.

8.2 The OWNERS shall ensure that all subsequent deeds or other instruments conveying or transferring any interest in the PROPERTY contain a notice of this CONSERVATION EASEMENT, showing the recording information therefor. Such notice shall be in substantially the following form:

“NOTICE IS GIVEN that a recorded, Conservation Easement places certain restrictions on the subject property. Such Conservation Easement is recorded in the public records of _____ County, Florida at O.R. Book ____ page _____.”

8.3 Upon becoming an OWNER, such OWNER shall furnish the DISTRICT with his or her name and current addresses and all subsequent addresses.

8.4 In the event, the PROPERTY may become owned by more than one OWNER at the same time (by operation of law, court order or otherwise), those OWNERS must select one OWNER to receive all notices from the DISTRICT concerning the PROPERTY and authorize that OWNER to act on behalf of the other OWNERS and to accept service of process in any legal action or administrative proceeding filed by the DISTRICT. Should the then OWNERS fail or refuse to name one OWNER to comply with the terms hereof, then the DISTRICT may, by petitioning a court of competent jurisdiction in Suwannee County, Florida, request the court to appoint one of the OWNERS to be the one OWNER who, on behalf of the other OWNERS, accepts notice, acts for the other OWNERS and accepts service of process.

9. **WAIVER OF RIGHT TO PARTITION PROPERTY:** The GRANTOR forever waives, and the other OWNERS shall not have, the right to partition the PROPERTY “in kind”.

10. **DISTRICT'S MAY TRANSFER ITS RIGHTS UNDER THIS CONSERVATION EASEMENT:** The DISTRICT may assign or transfer its interest herein to any other lawfully constituted and authorized governmental body whose statutory authority and purposes include conservation of land or water area or the preservation of sites or

properties; provided that the then OWNERS shall be given 30 days advance written notice of such transfer.

11. **TAXES ON THE PROPERTY:** The OWNERS shall pay all ad valorem or other taxes and assessments which may now or hereinafter be assessed or charged against the PROPERTY. However, regardless of such payment, pursuant to Sections 197.572 and 704.06(4), Florida Statutes, as amended, all provisions of this CONSERVATION EASEMENT shall survive and be enforceable after the issuance of a tax deed for the PROPERTY.
12. **DISTRICT'S RIGHT OF ENTRY:** The DISTRICT and its officers, employees and agents (along with appropriate invitees and guests), shall be entitled to enter and remain on the PROPERTY in a reasonable manner and at reasonable times for all legal purposes, including, without limitation, inspection of the PROPERTY to assure compliance with this CONSERVATION EASEMENT and access to contiguous properties for similar purposes. The DISTRICT shall give reasonable advance notice of such entry to the OWNERS, provided that advance notice will not be required for entry in the event of fire, natural disaster, or other occurrences threatening the PROPERTY or the TIMBER thereon. This CONSERVATION EASEMENT does not grant to the public in general any rights to enter or access the PROPERTY. The DISTRICT shall be solely liable for any injury to its officers, employees and agents (along with appropriate invitees and guests) which may occur on the PROPERTY except for injuries due to the intentional conduct of the OWNERS.
13. **DISTRICT MAY CONTROL PUBLIC ACCESS:** The DISTRICT retains the right to prevent and control access onto and over the PROPERTY by the public by building and maintaining fences and installing gates, and to post the land to exclude public use, trespass, and hunting.
14. **CONSERVATION EASEMENT TO BE PERPETUAL:** This CONSERVATION EASEMENT shall be perpetual.
15. **CONSERVATION EASEMENT SHALL RUN WITH THE LAND:** This CONSERVATION EASEMENT shall run with the land and be binding on all the OWNERS.
16. **LIABILITY OF THE DISTRICT:** Pursuant to Section 704.06(10), Florida Statutes, as amended, the fact that the DISTRICT holds this CONSERVATION EASEMENT does not subject the DISTRICT to any liability for any damage or injury that may be suffered by any person on the PROPERTY or as a result of the condition of the PROPERTY. The OWNERS hereby assume all liability for any injury or damage to the person or property of third parties which may occur on the PROPERTY arising from the OWNERS' ownership of the PROPERTY. Neither the OWNERS, nor any person or entity claiming by or through the OWNERS, shall hold the DISTRICT liable for any damage or injury to person or personal property which may occur on the PROPERTY.

17. **WARRANTY OF OWNERSHIP OF PROPERTY AND ABILITY TO GRANT CONSERVATION EASEMENT:** The GRANTOR fully warrants that, at the time of the execution and delivery of this CONSERVATION EASEMENT, the GRANTOR held unencumbered, fee simple title to the PROPERTY and had the legal authority and ability to execute and deliver this CONSERVATION EASEMENT. GRANTOR will warrant and defend the same against the lawful claims of all persons whomsoever.
18. **ENFORCEMENT OF THIS CONSERVATION EASEMENT:** The DISTRICT may enforce the provisions of this CONSERVATION EASEMENT by injunction or proceeding in equity or at law, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.
19. **DISTRICT'S DISCRETION IN ENFORCEMENT:** The DISTRICT may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if the DISTRICT declines to exercise its rights under this CONSERVATION EASEMENT, the DISTRICT's forbearance shall not be construed to be a waiver by the DISTRICT of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the DISTRICT's rights under this CONSERVATION EASEMENT. No delay or omission by the DISTRICT in the exercise of any right or remedy upon any breach of this CONSERVATION EASEMENT shall impair such right or remedy or be construed as a waiver. The DISTRICT shall not be obligated to the OWNERS, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT.
20. **GOVERNING LAW:** This CONSERVATION EASEMENT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
21. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONSERVATION EASEMENT 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.
22. **ATTORNEYS FEES AND COSTS:** If a legal action is brought to enforce or construe any provision of this CONSERVATION EASEMENT, the prevailing party shall recover its costs, expenses and reasonable attorney's fees incurred therein from the non-prevailing party.
23. **WAIVER OF JURY TRIAL:** The DISTRICT and the OWNERS forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this

CONSERVATION EASEMENT and agree to have any such actions decided by a judge alone, without a jury.

24. **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.
25. **CONSERVATION EASEMENT AND NOTICES TO BE RECORDED:** This CONSERVATION EASEMENT shall be recorded and indexed in the same manner as any other instrument affecting the title to real property, in the County or Counties where the PROPERTY is located. The DISTRICT may re-record this CONSERVATION EASEMENT, or a notice thereof, from time to time, whenever, the DISTRICT determines that it is necessary or convenient to do so. Upon request of the DISTRICT, and from time to time, the OWNERS, or any of them, shall execute and deliver to the DISTRICT a notice of this CONSERVATION EASEMENT, prepared by the DISTRICT, for recording.
26. **CHANGES TO BE IN WRITING:** No portion of this CONSERVATION EASEMENT may be amended, revoked, abandoned or released except through a written agreement executed by the parties with the same formalities as this CONSERVATION EASEMENT and recorded in the County or Counties where the PROPERTY is located.
27. **CONSTRUCTION OF CONSERVATION EASEMENT:** This CONSERVATION EASEMENT is the product of negotiation between the parties, thus the terms of this CONSERVATION EASEMENT shall not be construed against either party as the drafter. Any general rule of construction notwithstanding, this CONSERVATION EASEMENT shall be liberally construed in favor of the grant to affect the purposes of this CONSERVATION EASEMENT and the policy and purpose of Section 704.06, Florida Statutes.
28. **INTEGRATION CLAUSE:** This CONSERVATION EASEMENT contains the entire agreement between the parties and supersedes all prior contracts, agreements or understandings between the parties. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the parties except as expressly set out herein.
29. **NO THIRD PARTY RIGHTS:** The provisions of this CONSERVATION EASEMENT are for the sole and exclusive benefit of the DISTRICT and the OWNERS and no provision of this CONSERVATION EASEMENT will be deemed for the benefit of any other person or entity. There shall be no third party rights of enforcement of this CONSERVATION EASEMENT.

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

IN WITNESS WHEREOF, _____ (one of the GRANTORS) has hereunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered
in the Presence of:

Witness (print name under signature)

Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who is personally known to me, or who produced _____ as identification.

Notary Public (print name under signature)
Commission #

My Commission Expires:

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

IN WITNESS WHEREOF, _____, (one of the GRANTORS)
has hereunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered
in the Presence of:

Witness (print name under signature)

Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____, 2014, by _____, who is personally known to me, or who
produced _____ as identification.

Notary Public (print name under signature)
Commission #

My Commission Expires:

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

ACCEPTANCE BY THE DISTRICT

The DISTRICT hereby accepts this CONSERVATION EASEMENT and agrees to be bound by the terms thereof.

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: _____
Don Quincey, Jr
Chair

(OFFICIAL SEAL)

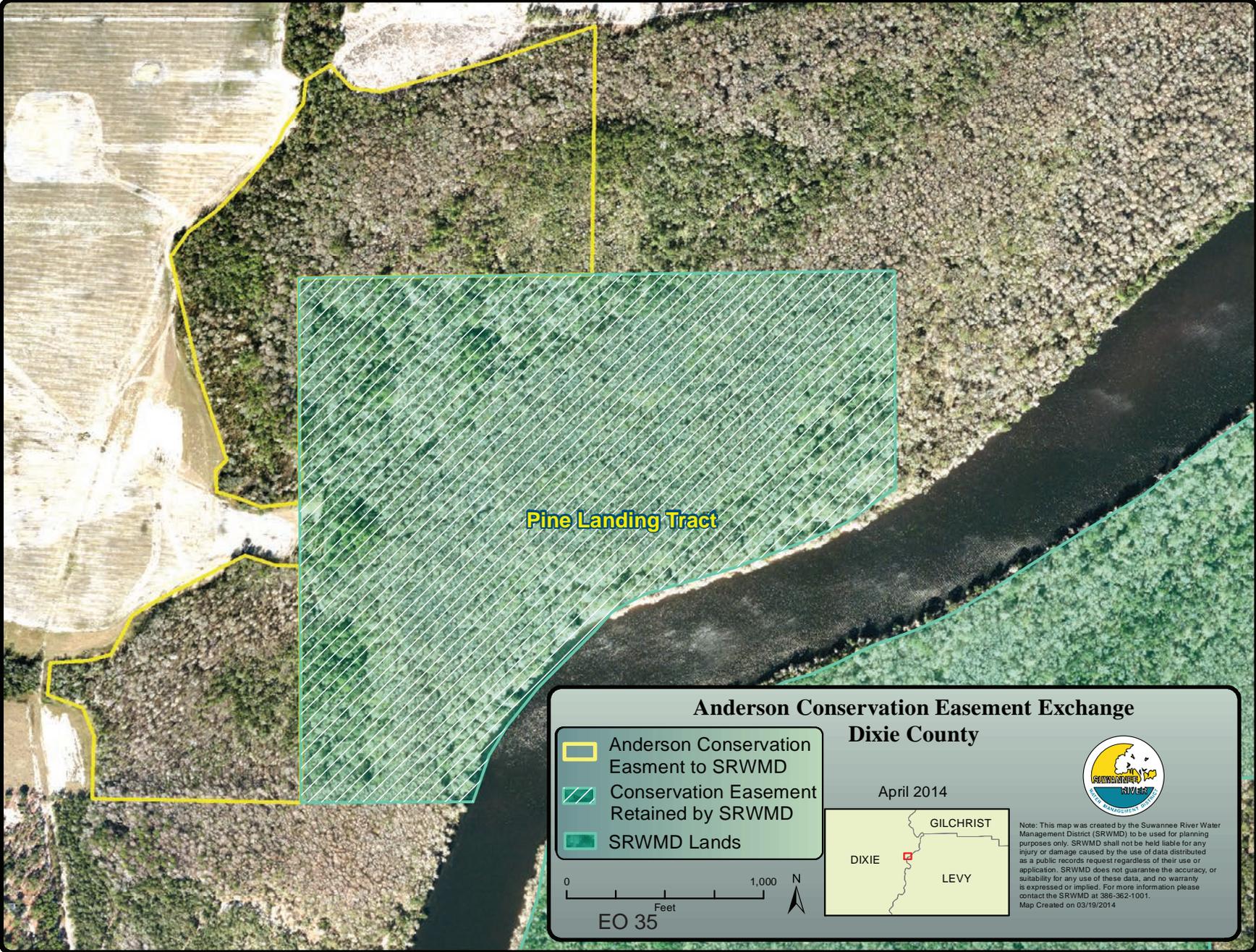
ATTEST: _____
Ray Curtis
Secretary Treasurer

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SCHEDULE "A"
(Legal Description of the PROPERTY)

That certain parcel of real property located in Dixie County, Florida and more particularly described as follows:

SCHEDULE "B"
(Drawing of the PROPERTY showing the PERMITTED STRUCTURES)



Pine Landing Tract

Anderson Conservation Easement Exchange Dixie County

-  Anderson Conservation Easement to SRWMD
-  Conservation Easement Retained by SRWMD
-  SRWMD Lands

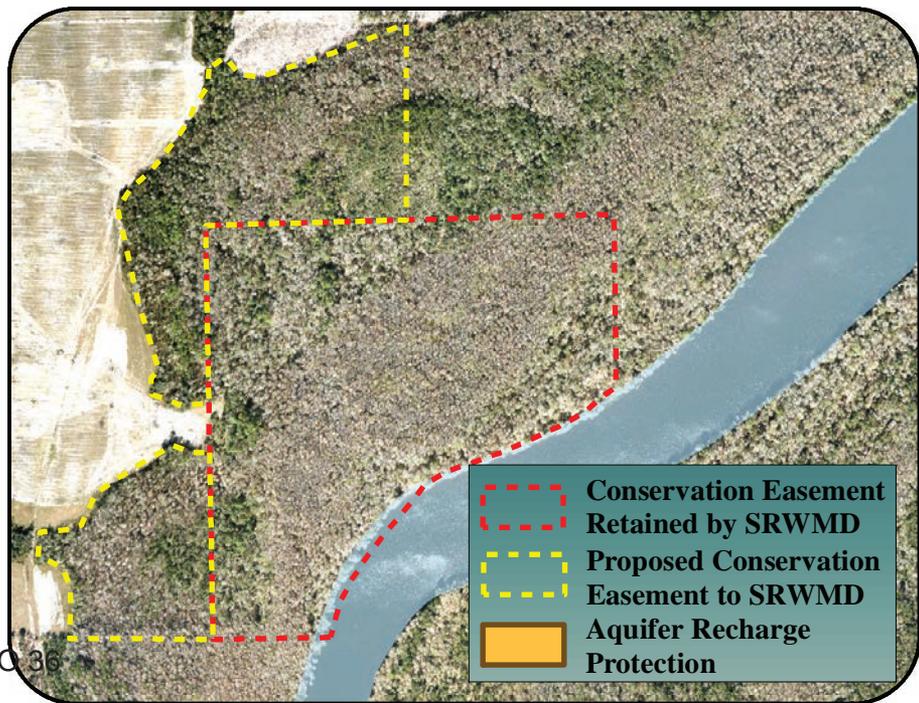
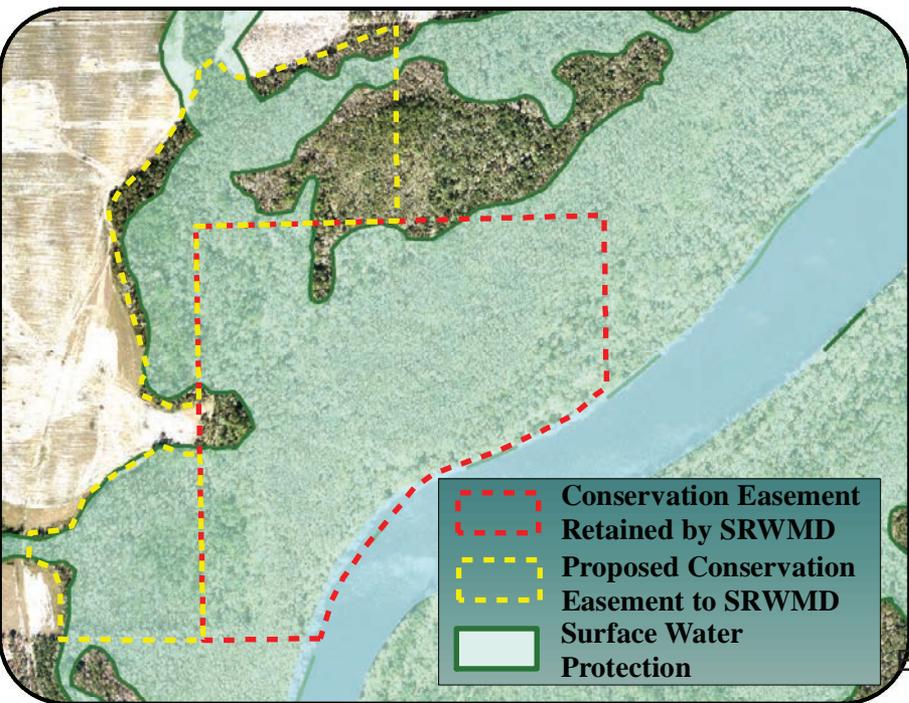
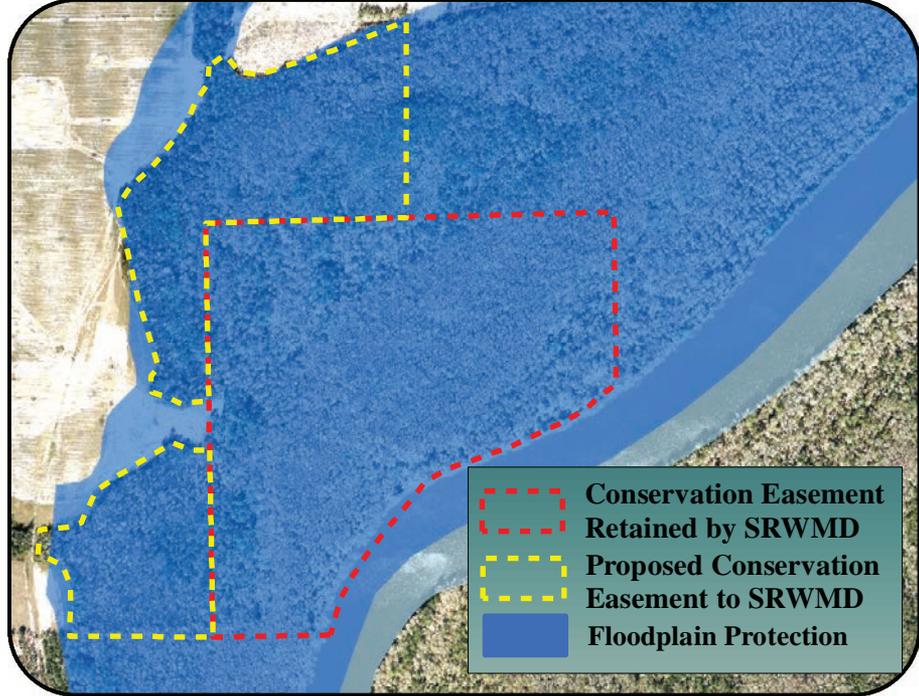
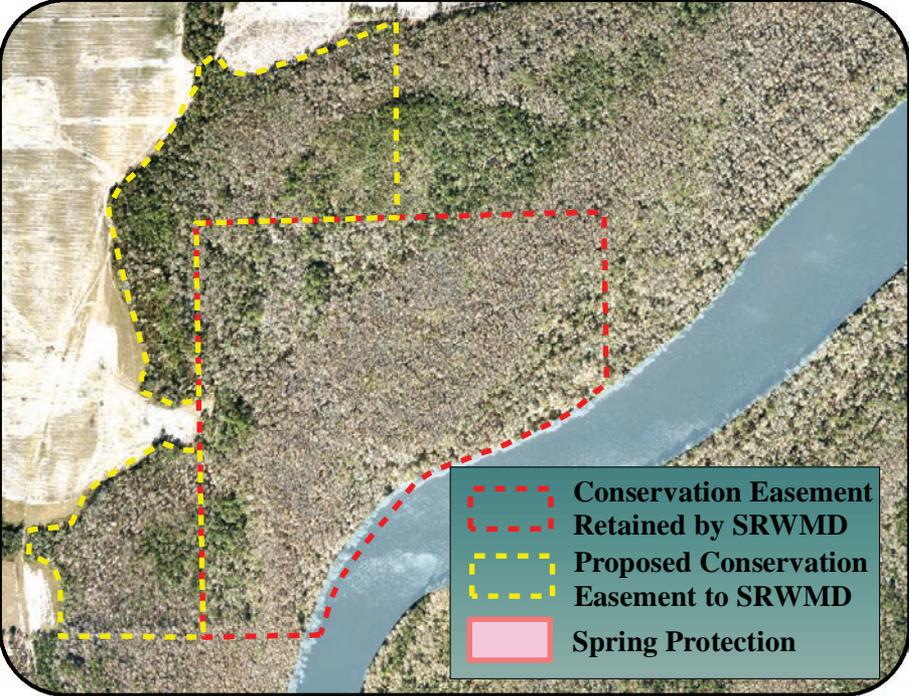
April 2014



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 03/19/2014



EO 35



MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: March 28, 2014

RE: Waiver of Option to Purchase and Right of First Refusal to the 20-acre Andrews Tract in Levy County

RECOMMENDATION

Staff recommends the Governing Board waive its Option to Purchase and Right of First Refusal to the 20-acre Andrews Tract in Levy County.

BACKGROUND

When the District purchased 390 acres from the Andrews family on September 1, 2011, a 20-acre parcel was excluded from the purchase because of concerns over possible environmental contamination. The parcel had been the site of a landfill and a Phase II Environmental Site Assessment found traces of organic contaminants and metals in groundwater samples. The levels of contamination for all substances were below those that would have required remediation.

To provide additional time for an investigation of the site, Dennis Andrews granted an Option to Purchase and Right of First Refusal to the District. The District may exercise its option at any time through September 1, 2014, and purchase the property for \$146,061.41. Upon the expiration of its option, the District has a right of first refusal through September 1, 2017. This right allows the District to purchase the property for an amount equal to any bona fide offer received from an unrelated third party.

Christopher M. Topping contacted District staff in February 2014 and indicated that he had presented Mr. Andrews with a contract to purchase the property for an amount equal to the District's option price. He asked that the District waive its option and right of first refusal. Kelby Andrews subsequently contacted District staff and made the same request on behalf of his father, Dennis Andrews.

Staff has evaluated the property based on available information and recommends that the Governing Board waive the option and right of first refusal. There appears to be minimal benefit to be gained by public ownership of this property. The District currently has and will maintain an easement across the property so that the District's adjacent property can be managed.

27.00

PREPARED BY/RETURN TO:
William J. Haley, Esquire
BRANNON, BROWN,
HALEY & BULLOCK, P.A.
P. O. Box 1029
Lake City, FL 32056-1029

Instrument # 556246
OR BK 1240 Pages 864-3pg(s)
RECORDED 09/01/2011 at 09:24 AM
Danny J. Shipp, Levy County Clerk, Florida

DEPUTY CLERK MB

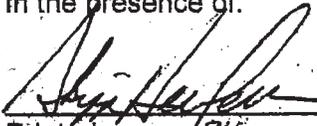
NOTICE

Notice is hereby given that Dennis E. Andrews, hereinafter referred to as Optionor, has granted to the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, hereinafter referred to as Optionee, an exclusive Option to Purchase the lands in Levy County, Florida, described in Schedule A attached hereto, hereinafter called the Property, which contains among others, the following terms:

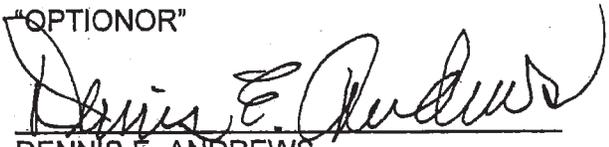
1. This Option shall commence on August 30, 2011, and shall expire on September 1, 2014.
2. This is an exclusive Option and the Property may not be sold, transferred, or assigned without the express consent of the Optionee.
3. The closing shall be held within 45 days of the exercising of the Option unless otherwise extended under the terms of the Option.
4. Optionor agrees that during the term of this Option and the Right of First Refusal, and up through the closing, if any, shall not develop the Property for either commercial or residential purposes. Nor shall he directly or indirectly cause any hazardous substance to be placed on the Property.
5. From September 1, 2014, through September 1, 2017, Optionor grants Optionee the Right of First Refusal to buy the Property.
6. The exact terms of the Option shall be on file in the office of the Optionee for examination by the public.

IN WITNESS WHEREOF, the parties hereto have executed this Notice this 30th day of August, 2011.

Signed, sealed and delivered
In the presence of:


 Printed name: Skipper Henderson
 Witness No. 1


 Printed name: William J. Haley
 Witness No. 2

"OPTIONOR"

 DENNIS E. ANDREWS

R Return to: Levy Abstract
 P.O. Box 148
 Bronson, FL 32621
 352-486-2116
 T-25788

OPTION TO PURCHASE
AND
RIGHT OF FIRST REFUSAL

DENNIS E. ANDREWS, having a mailing address of 1411 S. Main Street, Chiefland, FL 32626, (hereinafter "Optionor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received from **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter "Optionee"), on this 30th day of August, 2011, hereby grants unto Optionee the **exclusive** right and option to purchase, within the time hereinafter stated, and at the purchase price hereafter set forth, real property in **LEVY** County, Florida, described on Schedule A attached hereto (hereinafter called the "Property"), upon the following terms and conditions:

1. Optionee may exercise this Option to Purchase by notice to Optionor in writing, which shall be sent by certified or registered mail, at the address herein stated, postmarked on or before Midnight, September 1, 2014. In the event this Option is exercised, the purchase shall be concluded in the manner herein set forth, and in the event this Option is not exercised, and in the further event there is not an Offer to Purchase under the Right of First Refusal Paragraph below, or if Optionee does not exercise its option under the Right of First Refusal Paragraph, this Option shall be null and void, and neither party shall have any obligation hereunder.

2. If the Option is exercised, the purchase price for the Property shall be the sum of **ONE HUNDRED FORTY SIX THOUSAND SIXTY ONE AND 41/100** Dollars (\$146,061.41), which shall be paid in cash at the time of closing less the sums this day paid.

3. It is an obligation of Optionor to furnish marketable title to the Property, free and clear of all liens, defects and encumbrances, except those matters set forth in Schedule B attached hereto; to furnish access acceptable to Optionee; to convey said Property to Optionee by Warranty Deed, with full covenants of warranty, and subject only to taxes for the year of closing, local zoning and land use regulations; existing road rights of way and those matters set forth in Schedule B attached hereto. Optionor warrants at closing that it will own 100% of the mineral rights (except those minerals currently owned by the State of Florida or United States of America and as may be set forth in Schedule B) and all of the timber on the lands. Optionee shall pay the promulgated rate for title insurance, title search and examination fees, any cost in clearing up title defects, closing fee, documentary stamps on the deed, and for the recording of the deed. Each party shall pay its own attorney's fees.

Levy Abstract

4. Optionee shall obtain within thirty (30) days after exercise of this Option, a commitment for a fee owner's title insurance policy (premium to be paid by Optionee) showing the title to be marketable. Optionee shall have 15 working days from the date of receipt of evidence of title to examine the same. If title is found to be defective, Optionee shall, within said 15 working days, notify Optionor in writing, specifying defects. If said defects render the title to be unmarketable, Optionor shall have 120 days from date of such notice from Optionee within which to remove said defects and if Optionor is unsuccessful in removing them within said time, Optionee shall have the option of either (1) accepting the title as it then is; (2) demanding a refund of money paid hereunder, which shall forthwith be returned to Optionee and thereupon Optionee and Optionor shall be released as to one another of all further obligations under this Option; or (3) accepting title to that portion of the Property as to which the title is marketable and reducing the purchase price based on the proportion of the acreage of that portion to which title is unmarketable to the total surveyed acreage of the Property and to close the transaction with respect only to those portions of the Property as to which title is marketable. However, Optionor agrees that it will, if title is found to be unmarketable, use diligent effort to correct the defects in the title within the time provided therefor, including the bringing of necessary lawsuits. Said title insurance commitment shall contain only the usual exceptions generally printed by the American Land Title Association (ALTA) owner's policy on the currently used form and those matters set forth in Schedule B attached hereto. Any defect in title that the title insurance company shall insure over with affirmative insurance shall not be deemed to cause the title to be unmarketable.

5. This transaction shall be closed at the office of the Title Insurance Company or Optionee's attorney within 45 days of exercising the Option, unless extended by the terms hereof.

6. At or before the closing, the parties shall deliver the funds and documents herein described to the Closing Agent, relating to the purchase of the Property to be closed. Unless otherwise agreed, the Closing Agent shall prepare all closing documents.

A. Optionor shall deliver the following to the Closing Agent:

(1) Duly executed and acknowledged Warranty Deed for the purchase of the Property.

(2) Tax Indemnification Agreement, Beneficial Interest and Disclosure Affidavit, Owner's Disclosure Affidavit, Owner's and Mechanic's Lien and Foreign Investment Real Property Tax Affidavit, Environmental Law Affidavit, and Compliance Agreement.

(3) Such evidence of existence of authority and affidavits as required by the title insurance company.

(4) Easements and such other agreements and documents required by this Option.

B. Optionee shall deliver Funds in the amount of the gross purchase price together with its share of the closing costs to the Closing Agent.

C. Upon closing, the Closing Agent shall:

(1) Record the deed.

(2) After title check down, the funds will be disbursed to Optionor less Optionor's closing costs and Optionor's share of the taxes for the year in which the closing takes place.

(3) Provide executed copies of the closing statement to Optionee and Optionor.

(4) After closing and the deeds have been recorded, the Closing Agent shall deliver the original recorded deeds to Optionee together with the original title policy.

7. Optionee shall, during the term of this Option, have the right and privilege to enter upon the Property described herein to make inspection thereof and to make tests, drill, and take soil samples to determine the uses to which said Property may be put, so long as such inspection and tests do not materially injure the Property.

8. Optionor represents and warrants that it is authorized to enter into this Option; that it has title to the Property described herein, or will acquire title to such Property within the time limits herein prescribed so as to convey said Property in accordance with the terms and conditions of this Option.

9. Optionor shall pay any brokerage fee due or arising out of this transaction and Optionor does hereby indemnify and hold Optionee harmless from any action, claim, or demand for a brokerage commission arising out of this transaction. Optionee represents and warrants to Optionor that it has not employed the services of a real estate broker and has not committed to a brokerage fee in connection with the Property.

10. Optionor represents to Optionee that it has no knowledge of any condemnation action affecting the Property. In the event eminent domain proceedings are instituted to acquire all or any part of Property, the parties agree that Optionor shall control said proceedings throughout the term of this Option; that Optionor shall receive the award if paid prior to the closing, but at closing Optionor shall pay over such award to Optionee and the purchase price shall not be reduced. If the proceedings are still pending at closing, and no award has been made, the purchase price shall not be reduced and Optionee shall assume control of the proceedings and shall be entitled to the award thereafter paid.

11. Optionor shall furnish to Optionee, at time of closing, an affidavit attesting to the absence of any financing statement, claims or potential lienors known to Optionor and further attesting that there have been no improvements to the Property for 90 days immediately preceding the date of closing that have not been paid for in full, in accordance with Section 627.784(2), Florida Statutes. At closing Optionor shall sign and deliver a Beneficial Interest and Disclosure Affidavit required by Section 286.23, Florida Statutes, a Tax Indemnification Agreement, an Environmental Laws Affidavit, a Compliance Agreement and an Owner's Disclosure Affidavit, and an Owner's and Mechanics Lien Affidavit the forms of the same shall be similar to those forms signed at Optionor's closing with Optionee on August 30, 2011. In addition, the Optionor shall comply with the disclosure requirements of Section 380.08(2), Florida Statutes.

12. Neither party may assign its rights under this Option without the express written approval of the other, which approval may not be unreasonably withheld.

13. Time is of the essence of this Option. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 P.M. of the next business day.

14. On or before closing, Optionor shall provide Optionee with (i) Affidavit of Non-Foreign Status; (ii) Notice of Non Recognition; or (iii) Withholding Certificate establishing that no foreign income tax is required to be withheld under the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any documents supplied by Optionor pursuant to this paragraph must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder, and Optionee must not have actual knowledge or have received notice that the document is false. If the Optionor fails to deliver a document in accordance with this paragraph, Optionee shall be entitled to withhold "10% of the amount realized" by the Optionor (as defined in the FIRPTA regulations) and shall remit to the IRS at closing the amount so withheld along with the properly completed remittance form (Form 8288). All such documentation and proof furnished by Optionor to Optionee must be reasonably satisfactory to Optionee's

attorneys and all costs of furnishing the proof shall be borne by Optionor. In addition, each party shall furnish the information required to be filed by the Closing Agent or Broker under the Tax Act of 1986.

15. This Option shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the parties hereto. This Option represents the entire agreement between the parties hereto and incorporates all obligations of the parties.

16. Either party failing to comply with the terms hereof shall be liable to the other party for reasonable attorneys' fees incurred by such other party by virtue of such failure.

17. Taxes shall be prorated as of date of closing with due allowance made for maximum allowable discount. Optionor shall pay the current year's taxes prorated to the date of closing and shall be responsible for any additional amounts due should the estimated millage used for the proration of taxes be increased when the actual tax amount is determined.

18. Optionee may cause an environmental audit to be performed on the property during the term of the Option and prior to closing. At any time between the date hereof and prior to closing should Optionee determine in its sole discretion that there are hazardous wastes, as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any State of Florida statute defining hazardous waste and hazardous substance, released on the property, Optionee may terminate this Option. Should such audit disclose hazardous wastes on or contamination of the Property, Optionor shall reimburse Optionee for the costs of the Phase I Environmental audit and any other Environmental Audits used to define the boundaries and extent of the contamination. Optionee shall deliver to Optionor a copy of all audits performed on the property upon Optionee being reimbursed for the costs. Upon the disclosure of contamination on the Property, the closing may be extended, at the request of either party, granting the parties sufficient time to conduct further examination and studies on the Property to determine the location and extent of the contamination.

19. Optionor assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the property shall be transferred and conveyed to the Optionee in the same or essentially the same condition as of the date of Optionor's execution of this Option, ordinary wear and tear excepted. However, in the event the condition of the Property, including the Timber thereon, is altered by an act of God or other natural force beyond the control of Optionor, Optionee may elect, at its sole

option, to terminate this Option and neither party shall have any further obligations under this Option. Optionor represents and warrants that there are no parties other than Optionor in occupancy or possession of any part of the Property as of the date of closing. Optionor agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Optionee prior to closing. At all times prior to the date of closing, Optionor agrees not to cut or remove, or permit any other person to cut or remove, any of the Timber presently on the Property as of the effective date herein.

20. The warranties, covenants, and representations of Optionor herein, including but not limited to the provisions of paragraphs 6, 8, 9, 10, 11, and 19 hereof, shall survive the closing and shall be separately enforceable by Optionee at any time after closing.

21. A notice of this Option shall be recorded in the public records.

22. The closing upon exercising of this Option is contingent on the following:

A. Approval by the Department of Environmental Protection. In the event of the failure of approval, Optionee may terminate this Option by giving written notice to Optionor within 10 days of receipt of disapproval.

B. Availability of Funds. The parties agree that Optionee may delay the closing until funds are available. In the event it shall take more than 120 days for funds to be available after notice of closing is sent to the State of Florida, either party may terminate this Option by giving written notice to the other, which notice must be given within 10 days after the said 120-day period.

23. Optionor agrees that during the term of this Option and up through the closing, if any, Optionor shall not develop the Property for either commercial or residential purposes, nor shall he directly or indirectly cause any hazardous substance to be placed on the Property.

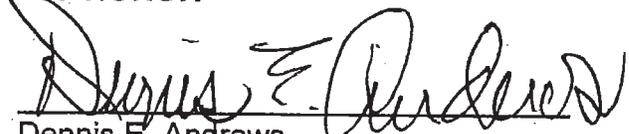
24. Upon termination of the Optionee's rights effective September 1, 2014, Optionor does hereby grant Optionee the Right of First Refusal to purchase the property, which Right of First Refusal shall expire on September 1, 2017. In the event Optionor receives a bonafide offer to purchase from a party not related to or directly or indirectly controlled or owned by Optionor, Optionor shall furnish a complete, original copy of the Offer to Optionee. Upon receipt of the said Offer, Optionee shall have forty-five (45) days to accept the Offer in writing, or reject the Offer, and in the latter event, Optionor shall be permitted to complete its sale to the offering party within one (1) year from the date the Offer was furnished to Optionee. In the event the closing does not

take place within the said one (1) year then any other Offer prior to September 1, 2017 must again be furnished to Optionee to accept or reject the Offer. Should Optionee exercise its right to purchase the Property under this Right of First Refusal, the transaction will be closed under the same closing terms and conditions as the closing on August 30, 2011, except for the Purchase Price.

25. The covenants and conditions herein contained shall bind and shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Optionor has caused these presents to be executed as of the day and year aforesaid.

"OPTIONOR"


Dennis E. Andrews

SCHEDULE A

LEGAL DESCRIPTION

TOWNSHIP 15 SOUTH, RANGE 13 EAST

SECTION 16:

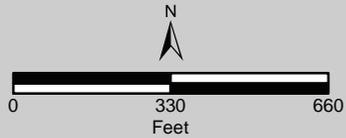
Commence at the SW corner of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence Southerly along the West line of said Section, 330 feet; thence East 165 feet to the Point of Beginning; thence East 660 feet; thence North 1320 feet; thence West 660 feet; thence South 1320 feet to the Point of Beginning.



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Andrews Property Levy County, Florida

-  SRWMD Ownership
-  SRWMD Access Easement
-  Andrews Access Easement



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 3/6/2014

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: March 28, 2014
RE: Easement for Ingress and Egress to Dawn Kenyon in Dixie County

RECOMMENDATION

Staff recommends the Governing Board approve and execute an easement for ingress and egress to Dawn Kenyon over District lands in Dixie County and authorize the Executive Director to execute an agreement with Ms. Kenyon and First American Title Insurance Company.

BACKGROUND

Dawn Kenyon owns a four-acre inholding in the District's Steinhatchee Rise Tract in Dixie County. The District granted an easement for ingress and egress to Ms. Kenyon on March 12, 2002. It was subsequently determined that the route of the easement was unusable and Ms. Kenyon contacted staff to identify an alternative route. The Governing Board approved a supplementary easement on March 11, 2008, but that route also proved infeasible and the easement was never granted.

Although the route is substantially longer, Ms. Kenyon is now asking the District to grant an easement to her property using Storm Main Line Road and then a secondary road from Storm Main Line Road to her property on the Steinhatchee River. District staff has reviewed the proposal and concurs that it is the shortest practical route. Ms. Kenyon has provided a survey of the route and an appraisal of the 9.07 acres of District land affected.

If approved by the Governing Board, Ms. Kenyon will deliver a Quit Claim Deed to release the 2002 easement from the District. The District will then convey the new easement to Ms. Kenyon and enter into an agreement with her and First American Title Company (First American). The agreement provides for the immediate payment of \$11,117.75 to the District for that portion of the easement the runs between her property and Storm Main Line Road.

On July 9, 2013, the Governing Board approved granting the District's portion of Storm Main Line Road to Dixie County, thus, that portion of the easement will be unneeded once the conveyance to the County is complete. The District is waiting on delivery of a legal description and documents from the County in order to complete that transaction. County staff has indicated that they will complete their work as soon as time and resources will allow. If the transaction with the County is not completed within 30 months, Ms. Kenyon and First American agree to pay the District an additional \$14,282.25 for that portion of the easement on Storm Main Line Road.

CH/rl
Attachments

THIS INSTRUMENT PREPARED BY

JEFFREY R. DOLLINGER, ESQUIRE
SCRUGGS & CARMICHAEL, P.A.
ONE SE FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE (352) 376-5242
FACSIMILE (352) 375-0690

AGREEMENT

THIS AGREEMENT is entered into by and between the Suwannee River Water Management District, Dawn A. Kenyon, and First American Title Insurance Company, and

WHEREAS, Dawn A. Kenyon is the holder of an Easement granted by The District and recorded on August 23, 2012 as Instrument #201215002454 in Official Records Book 445 at Page 155 in the Public Records of Dixie County, Florida; and

WHEREAS, Dawn A. Kenyon can no longer use the Easement that has been granted to her and therefore requests The District to grant an alternate Easement, which The District has agreed to do; and

WHEREAS, Dawn A. Kenyon has agreed to pay the fair value for the new alternate Easement interest in the manner stated below; and

WHEREAS, Dawn A. Kenyon has agreed to release the earlier Easement granted to her upon receipt of the new Easement.

NOW, THEREFORE, based upon the foregoing, and the payment recited below, The District, Dawn A. Kenyon, and First American Title Insurance Company hereby agree as follows:

1. The recitals stated above are true and accurate and are a part of this Agreement.
2. Dawn A. Kenyon agrees to pay The District \$11,117.75 upon being granted the new Easement by accepting delivery of the Easement in the form agreed to between the parties.
3. Dawn A. Kenyon agrees to pay The District \$14,282.25 at the end of thirty (30) months following the date The District has signed this Agreement, as payment of additional consideration for the new Easement being granted to her, if, by that date, The District has not conveyed an Easement or fee title to Storm Main Line to Dixie County, Florida for use as a public right of way.
4. All payments to The District will be made payable the Suwannee River Water Management District and delivered to George T. Reeves, Esq. at PO Box 652, Madison, FL 32341-0652.

5. First American Title Insurance Company has joined in this Agreement to assure the payment of the consideration to be paid to The District as stated in Paragraphs 2 and 3 above.

SIGNED AND AGREED TO:

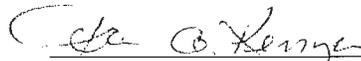
Date Signed: _____

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

As: _____

Date Signed: 2/5/2014



DAWN A. KENYON

Date Signed: _____

FIRST AMERICAN TITLE
INSURANCE COMPANY

By: J. Byron Rogers

As: Vice President

5. First American Title Insurance Company has joined in this Agreement to assure the payment of the consideration to be paid to The District as stated in Paragraphs 2 and 3 above.

SIGNED AND AGREED TO:

Date Signed: _____

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

As: _____

Date Signed: _____

DAWN A. KENYON

Date Signed: 2/10/14

J. Byron Rogers

FIRST AMERICAN TITLE
INSURANCE COMPANY

By: J. Byron Rogers

As: Vice President

Prepared By and Return To:
JEFFREY R. DOLLINGER, ESQUIRE
SCRUGGS & CARMICHAEL, P.A.
ONE SE FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE (352) 376-5242
FACSIMILE (352) 375-0695

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT is made and entered into on the date signed below by and between SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantor"), and Dawn A. Kenyon, having a mailing address of 1376 Hillside Drive, Tarpon Springs, Florida 34689-2009, (hereinafter referred to as "Grantee");

WHEREAS, at present Grantee owns a tract of land in Dixie County, Florida more particularly described as

All that part of Section 18, Township 9 South, Range 10 East, lying East of the Steinhatchee River, Dixie County, Florida

(hereinafter the "Dominant Tract"); and,

WHEREAS, at present Grantor owns a certain tract of land in Dixie County, Florida, more particularly described as shown in Schedule "A" attached hereto (hereinafter the "Easement Lands"); and,

WHEREAS, Grantee desires an easement for ingress and egress over Easement Lands in order to access the Dominant Tract; and,

WHEREAS, Grantor desires to grant to Grantee an easement for ingress and egress over Easement Lands to benefit the Dominant Parcel and to be appurtenant to the ownership of and title to the Dominant Parcel.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) each in hand paid to the other, the parties agree as follows:

1. Grantor does hereby grant unto Grantee, her heirs, successors and assigns, a non-exclusive easement ("Easement") over, along and across the Easement Lands, for ingress and egress, as set out herein, to the Dominant Tract.

2. This Easement is granted subject to the following terms, conditions and agreements:

- a) Grantee is hereby granted the right to construct, improve and maintain roadways within said Easement Lands. Any such construction, improvement or maintenance activities and operations shall be at the sole cost and expense of Grantee and shall be performed to reasonable standards. Prior to undertaking any such activities or operations, Grantee shall obtain the necessary permits, if any, required by governmental agencies or entities. Grantee shall be solely responsible and liable for any injuries or damages suffered by third parties (whether to person or property) resulting from the negligence of Grantee, or their agents, contractors, or employees in the performance of any construction, improvement or maintenance activities, operations, or use within the Easement Lands.
- b) Notwithstanding the rights granted to Grantee in Paragraph 2(a) above, Grantor reserves unto itself the right, but not the obligation, to maintain or improve at its sole cost and expense any roadways now or hereafter constructed within the Easement Lands.
- c) Grantee agrees that they will promptly repair any damages caused by, or resulting from, their use of the Easement, routine wear and tear resulting from ordinary and regular use being excepted.
- d) Grantee agrees to, and does hereby, indemnify and hold Grantor harmless from all liability, loss, damage, and expense, whether for injury to or death of any person or persons, or damage to or loss of property, which is attributable to or arises out of the conduct or activities of the Grantee, her contractors, agents, representatives, employees, invitees, guests, or licensees hereunder.
- e) It is expressly understood this Easement is intended to be a non-exclusive right of way granted to Grantee with the right to use for ingress and egress by the Grantee, her contractors, agents, representatives, employees, guests and invitees.
- f) Grantee, in the exercise of her rights hereunder, shall permit no action, activity, or course of conduct by her contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands or Grantor's adjoining lands. Likewise, Grantor, in the exercise of its ownership rights, shall not permit any action, activity, or course or conduct by its contractors, agents, representatives, employees, guests, invitees or licensees, that would be detrimental, hazardous, or unduly restrictive to the uses granted herein to Grantee.
- g) Grantee agrees that they will make every reasonable effort to prohibit any persons using the Easement Lands from carrying, transporting, or possessing loaded firearms as they pass over, along and across the Easement Lands or any portions thereof.

- h) In the event there is a breach of any of the covenants, conditions and agreements contained herein, and a cause of action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party.
 - i) Grantor reserves the right to move the location of the easement at any time so long as the replacement easement is similar in utility for Grantee.
3. This Easement is subordinate to any conveyance of a portion of the Easement Lands by the Grantor to Dixie County, provided the portion of the Easement Lands conveyed to Dixie County is used as a public right-of-way.
 4. This Easement shall hereafter be a right appurtenant to and running with the Dominant Tract. All future owners of the Dominant Tract shall, by virtue of accepting such ownership, shall be deemed to have accepted all of the rights, duties and responsibilities of the "Grantee", as set out herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year set forth hereinabove.

Signed, sealed and delivered in the presence of :

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Printed Name: _____

By: _____
Chairman, Governing Board

Printed Name: _____

Attest: _____
Secretary/Treasurer

Approved as to form and legality:

_____, Legal Counsel

{ Notary on the next page }

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ and _____, as Chairman and Secretary/Treasurer of the Governing Board of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District and who () are personally known to me or who () produced their Florida Drivers' Licenses as identification.

Notary Public

SCHEDULE "A"

30' ROAD EASEMENT "C"

COMMENCE AT SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 10 EAST, DIXIE COUNTY, FLORIDA AND RUN SOUTH 88°44'30" WEST ALONG THE FORTY LINE, A DISTANCE OF 802.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STORM MAINLINE ROAD; THENCE RUN SOUTH 00°21'40" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1028.49 FEET; THENCE SOUTH 00°19'15" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 622.17 FEET; THENCE SOUTH 00°34'15" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 275.96 FEET; THENCE NORTH 80°00'44" EAST, A DISTANCE OF 16.03 FEET TO THE CENTERLINE OF SAID STORM MAINLINE ROAD AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 30 FOOT ROAD EASEMENT, SAID EASEMENT BEING 15 FEET EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 00°16'29" EAST, A DISTANCE OF 605.68 FEET; THENCE SOUTH 00°44'49" EAST, A DISTANCE OF 1119.33 FEET; THENCE SOUTH 00°16'06" EAST, A DISTANCE OF 845.24 FEET; THENCE SOUTH 19°12'50" EAST, A DISTANCE OF 152.92 FEET; THENCE SOUTH 36°41'24" EAST, A DISTANCE OF 153.74 FEET; THENCE SOUTH 44°48'50" EAST, A DISTANCE OF 92.61 FEET; THENCE SOUTH 51°39'40" EAST, A DISTANCE OF 95.10 FEET; THENCE SOUTH 62°23'53" EAST, A DISTANCE OF 126.14 FEET; THENCE SOUTH 68°30'12" EAST, A DISTANCE OF 168.49 FEET; THENCE SOUTH 71°53'44" EAST, A DISTANCE OF 151.24 FEET; THENCE SOUTH 29°02'42" EAST, A DISTANCE OF 52.09 FEET; THENCE SOUTH 12°00'28" WEST, A DISTANCE OF 251.78 FEET; THENCE RUN SOUTH 09°19'11" WEST, A DISTANCE OF 200.21 FEET; THENCE SOUTH 03°43'51" WEST, A DISTANCE OF 260.64 FEET; THENCE SOUTH 00°26'12" EAST, A DISTANCE OF 232.45 FEET; THENCE SOUTH 05°25'17" EAST, A DISTANCE OF 469.54 FEET; THENCE SOUTH 06°12'33" EAST, A DISTANCE OF 782.83 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 358 AND THE END OF SAID ROAD EASEMENT. SIDELINES OF SAID EASEMENT SHALL EXTEND OR SHORTEN FROM THE POINT OF BEGINNING AT THE SOUTH RIGHT-OF-WAY OF JOE SMITH CUT-OFF ROAD TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 358 TO CREATE A CLOSED FIGURE.

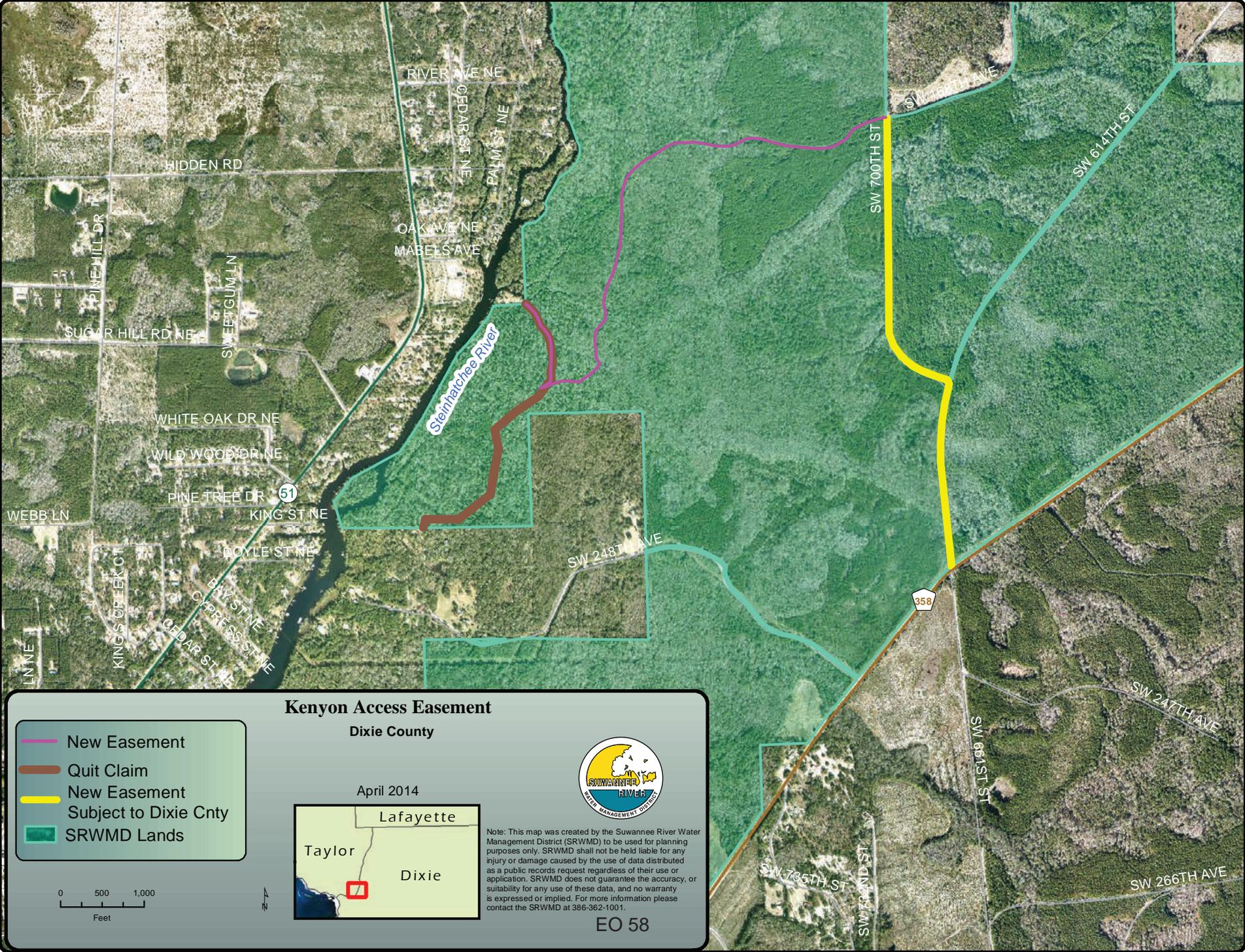
30' ROAD EASEMENT "D"

A 30.00 FOOT ROAD EASEMENT SITUATED IN SECTIONS 17, 19 AND 20, TOWNSHIP 9 SOUTH, RANGE 10 EAST, DIXIE COUNTY, FLORIDA, LYING 15.00 FEET EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE; FOR POINT OF REFERENCE AT SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 88°44'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 802.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STORM MAINLINE ROAD; THENCE RUN ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°21'40" EAST, 1028.49 FEET; SOUTH 00°19'15" EAST, 622.17 FEET; SOUTH 00°34'15" EAST, 263.30 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED CENTERLINE AND TERMINUS OF SAID COURSES; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES: SOUTH 80°33'33" WEST, 95.07 FEET; SOUTH 71°54'43" WEST, 201.52 FEET; SOUTH 60°01'18" WEST, 81.24 FEET; SOUTH 51°54'48" WEST, 76.97 FEET; SOUTH 43°39'41" WEST, 155.03 FEET; SOUTH 61°42'53" WEST, 124.74 FEET; SOUTH 76°48'03" WEST, 125.28 FEET; NORTH 87°52'59" WEST, 244.43 FEET; NORTH 81°24'03" WEST, 159.12 FEET; NORTH 77°12'21" WEST, 262.16 FEET; NORTH 80°26'21" WEST, 158.02 FEET; NORTH 87°55'55" WEST, 66.45 FEET; SOUTH 78°20'50" WEST, 91.76 FEET; SOUTH 69°43'16" WEST, 155.55 FEET; SOUTH 83°02'00" WEST, 101.45 FEET; NORTH 85°24'44" WEST, 153.17 FEET; NORTH 77°42'35" WEST, 101.37 FEET; NORTH 83°42'17" WEST, 102.69 FEET; SOUTH 87°41'37" WEST, 165.65 FEET; SOUTH 75°25'16" WEST, 77.12 FEET; SOUTH 67°01'37" WEST, 61.41 FEET; SOUTH 62°56'39" WEST, 101.20 FEET; SOUTH 55°05'28" WEST, 408.36 FEET; SOUTH 35°19'06" WEST, 85.28 FEET; SOUTH 10°03'55" WEST, 455.27 FEET; SOUTH 00°27'00" EAST, 273.91 FEET; SOUTH 08°26'54" WEST, 239.83 FEET; SOUTH 16°47'26" WEST, 501.86

FEET; SOUTH 00°31'38" WEST, 243.11 FEET; SOUTH 22°35'14" WEST, 157.59 FEET; SOUTH 34°57'57" WEST, 127.09 FEET; SOUTH 02°04'32" EAST, 208.32 FEET; SOUTH 23°59'27" WEST, 275.59 FEET; SOUTH 76°10'55" WEST, 471.40 FEET; NORTH 36°22'24" EAST, 77.24 FEET; NORTH 04°00'32" WEST, 92.79 FEET; NORTH 13°39'34" EAST, 114.50 FEET; NORTH 08°15'27" WEST, 250.97 FEET; NORTH 20°56'48" WEST, 98.96 FEET; NORTH 39°00'20" WEST, 120.11 FEET; NORTH 25°34'08" WEST, 177.17 FEET; NORTH 44°20'37" WEST, 149.93 FEET TO THE WEST LINE OF SAID SECTION 17, ALSO BEING THE SAME AS THE EAST LINE OF SECTION 18 AND TERMINUS OF HEREIN DESCRIBED CENTERLINE, SIDELINES OF SAID EASEMENT EXTEND OR SHORTEN TO CREATE A CLOSED FIGURE.

ROAD EASEMENT "E"

A ROAD EASEMENT SITUATED IN SECTION 17, TOWNSHIP 9 SOUTH, RANGE 10 EAST, DIXIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR POINT OF REFERENCE AT SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 88°44'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 802.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STORM MAINLINE ROAD; THENCE RUN ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°21'40" EAST, 1028.49 FEET; SOUTH 00°19'15" EAST, 622.17 FEET; SOUTH 00°34'15" EAST, 263.30 FEET TO THE POINT OF BEGINNING AND TERMINUS OF SAID COURSES; THENCE CONTINUE SOUTH 00°34'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 12.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF JOE SMITH CUT-OFF ROAD; THENCE RUN NORTH 80°00'44" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF JOE SMITH CUT-OFF ROAD, A DISTANCE OF 16.03 FEET TO THE CENTERLINE OF ROAD EASEMENT "C"; THENCE RUN SOUTH 00°16'29" EAST ALONG SAID CENTERLINE OF ROAD EASEMENT "C", A DISTANCE OF 44.11 FEET; THENCE RUN NORTH 53°00'03" WEST, A DISTANCE OF 77.15 FEET TO THE CENTERLINE OF ROAD EASEMENT "D"; THENCE RUN NORTH 80°33'33" EAST ALONG SAID CENTERLINE OF ROAD EASEMENT "D", A DISTANCE OF 46.11 FEET TO THE POINT OF BEGINNING.



Kenyon Access Easement

Dixie County

April 2014



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.

- New Easement
- Quit Claim
- New Easement
- Subject to Dixie Cnty
- SRWMD Lands



27

EO 58

MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: March 24, 2014

RE: Reimbursement Request to the Department of Environmental Protection in the Amount of \$1,075,539 for the Period of January 1, 2014 through March 31, 2014 for District Expenditures Relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management Activities

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to request reimbursement from the Department of Environmental Protection in the amount of \$1,075,539 for the period of January 1, 2014 through March 31, 2014, for District expenditures relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management activities.

BACKGROUND

The Governing Board approved Resolution 2014-01(Attachment 1) at its January 2014 meeting. The Resolution authorizes the District to request reimbursement from the Department of Environmental Protection for springs protection and restoration, minimum flows and levels, water supply planning, preacquisition and land management activities for the period of January 1, 2014 through March 31, 2014.

Section 373.59, F.S., allows the payment of preacquisition, land management, and water supply planning expenditures from the Water Management Lands Trust Fund.

The District has incurred expenses for springs protection and restoration, minimum flows and levels, water supply planning, preacquisition and land management activities totaling \$1,075,539 during the period of January 1, 2014 through March 31, 2014.

SA/rl
Attachment

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NUMBER 2014-01

**RESOLUTION REQUESTING RELEASE OF FUNDS
FROM THE WATER MANAGEMENT LANDS TRUST FUND
TO FUND FORTHCOMING EXPENSES RELATING TO SPRINGS PROTECTION AND
RESTORATION, MINIMUM FLOWS AND LEVELS, WATER SUPPLY PLANNING, AND LAND
MANAGEMENT ACTIVITIES**

WHEREAS, the Florida Families Budget for Fiscal Year 2013-2014 appropriated \$7,913,150 to the Suwannee River Water Management District for springs restoration and protection and operations from the Water Management Lands Trust Fund consistent with Chapter 2013-41, Laws of Florida; and

WHEREAS, the Suwannee River Water Management District is requesting the release of \$2,769,603 from the Water Management Lands Trust Fund for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of January 1, 2014 through March 31, 2014 and consistent with Section 373.59, Florida Statutes (F.S.); and

WHEREAS, the Suwannee River Water Management District second quarter release will make a total request of \$5,539,206 or approximately 70% of the total state appropriations contained in Chapter 2013-41, Laws of Florida to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities; and

WHEREAS, the Suwannee River Water Management District has budget funds and is or will be committing funds for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of January 1, 2014 through March 31, 2014; and

WHEREAS, said funds are and will be used, consistent with Section 373.59, F.S., for springs restoration and protection and for operations to restore and protect water resources; and

WHEREAS, Springs restoration and protection activities include priority springshed delineations, priority springs nutrient investigation and analysis, springs data collection and analysis, springs and water supply enhancement projects, Otter Springs restoration project, hydrological and water quality restoration projects, and denitrifying bioreactor projects; and

WHEREAS, moneys are and will be expended for establishing minimum flows and levels, and developing recovery and prevention strategies consistent with Section 373.042, F.S.; and

WHEREAS, minimum flows and levels (MFLs) activities include developing recovery and prevention strategies for the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs, technical work for the Upper and Middle Suwannee River and Priority Springs and Lake Butler, initiating development of MFLs for the Aucilla River, Alapaha River, Withlacoochee River, and the priority springs. Also, MFL development for Lake Santa Fe, Lake Hampton, and Lake Alto will be initiated; and

WHEREAS, moneys are and will be expended for land management activities consistent with Section 373.059, F.S.; and

WHEREAS, land management activities include prescribed burning, reforestation, natural community management, invasive plant management, and maintenance of recreational sites and roads; and

WHEREAS, moneys are and will be expended for water supply planning consistent with Section 373.709, F.S; and

WHEREAS, water supply planning activities include developing North Florida Regional Water Supply Partnership regional water supply plan, water storage and aquifer recharge feasibility studies, water supply demand and projections, completing development of the North Florida-Southeast Georgia Groundwater Regional Flow Model, and data collection and analysis; and

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

- (1) The above statements are hereby certified and declared to be true and correct.
- (2) The District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund to District the sum of \$2,769,603 to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities for the period of January 1, 2014 through March 31, 2014.

PASSED AND ADOPTED THIS 14th DAY OF JANUARY 2014, A.D.

**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 BROWN
GEORGE COLE
VIRGINIA JOHNS
GARY JONES
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:



CERTIFICATE

STATE OF FLORIDA

COUNTY OF SUWANNEE

I, ANN SHORTELE, ASSISTANT SECRETARY/TREASURER OF THE BOARD OF GOVERNORS OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION 2014-01 DULY ADOPTED BY SAID DISTRICT BOARD OF GOVERNORS ON THE 14TH DAY OF JANUARY, 2014.

I FURTHER CERTIFY THAT SAID RESOLUTION HAS NOT BEEN REVOKED, MODIFIED, OR CHANGED IN ANY WAY AND IS, AT THE DATE OF THIS CERTIFICATE, IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 15TH DAY OF JANUARY, 2014.



ANN B. SHORTELE
ASST. SECRETARY/TREASURER
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF JANUARY, 2014, BY ANN SHORTELE, WHO IS PERSONALLY KNOWN TO ME.



LISA M. CHESHIRE
NOTARY PUBLIC
58552



MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: March 27, 2014

RE: Consideration of Resolution 2014-06 Requesting the Remainder of Funds from the Water Management Lands Trust Fund for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of April 1, 2014 through June 30, 2014.

RECOMMENDATION

Staff recommends approval and execution of Resolution 2014-06, requesting the Department of Environmental Protection release to the District from the Water Management Lands Trust Fund (WMLTF) the amount of \$2,373,944 for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of April 1, 2014 through June 30, 2014.

BACKGROUND

Chapter 2013-41, Laws of Florida, amended Section 373.59, Florida Statutes, in part, allocating to the District springs restoration and protection and operational funding from the Water Management Trust Fund (WMLTF).

The District is requesting the release of \$2,373,944 for the period of April 1, 2014 through June 30, 2014. This request will make a total of \$7,913,150 or 100% of the total state appropriations contained in Chapter 2013-41, Laws of Florida to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities.

Springs restoration and protection activities include priority springshed delineations, priority springs nutrient investigation and analysis, springs data collection and analysis, springs and water supply enhancement projects, Otter Springs restoration project, hydrological and water quality restoration projects, and denitrifying bioreactor projects.

Minimum flows and levels (MFLs) activities include developing technical work for the Middle Suwannee River and Priority Springs, initiating development of MFLs for the Aucilla River,

Econfina River, Steinhatchee River, Waccasassa River and associated priority springs. Also, MFL development for Cherry Lake will be initiated.

Water supply planning activities include developing the North Florida Regional Water Supply Partnership regional water supply plan; water storage and aquifer recharge feasibility studies, water supply demand and projections, completing development of the North Florida-Southeast Georgia Groundwater Regional Flow Model and data collection and analysis.

Land management activities include prescribed burning, reforestation, natural community management, invasive plant management, and maintenance of recreational sites and roads.

SM\rl

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NUMBER 2014-06

**RESOLUTION REQUESTING RELEASE OF FUNDS
FROM THE WATER MANAGEMENT LANDS TRUST FUND
TO FUND FORTHCOMING EXPENSES RELATING TO SPRINGS PROTECTION AND
RESTORATION, MINIMUM FLOWS AND LEVELS, WATER SUPPLY PLANNING, AND LAND
MANAGEMENT ACTIVITIES**

WHEREAS, the Florida Families Budget for Fiscal Year 2013-2014 appropriated \$7,913,150 to the Suwannee River Water Management District for springs restoration and protection and operations from the Water Management Lands Trust Fund consistent with Chapter 2013-41, Laws of Florida; and

WHEREAS, the Suwannee River Water Management District is requesting the release of \$2,373,944 from the Water Management Lands Trust Fund for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of April 1, 2014 through June 30, 2014 and consistent with Section 373.59, Florida Statutes (F.S.); and

WHEREAS, the Suwannee River Water Management District third quarter release will make a total request of \$7,913,150 or 100% of the total state appropriations contained in Chapter 2013-41, Laws of Florida to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities; and

WHEREAS, the Suwannee River Water Management District has budget funds and is or will be committing funds for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of April 1, 2014 through June 30, 2014; and

WHEREAS, said funds are and will be used, consistent with Section 373.59, F.S., for springs restoration and protection and for operations to restore and protect water resources; and

WHEREAS, springs restoration and protection activities include priority springshed delineations, priority springs nutrient investigation and analysis, springs data collection and analysis, springs and water supply enhancement projects, Otter Springs restoration project, hydrological and water quality restoration projects, and denitrifying bioreactor projects; and

WHEREAS, moneys are and will be expended for establishing minimum flows and levels, and developing recovery and prevention strategies consistent with Section 373.042, F.S.; and

WHEREAS, minimum flows and levels (MFLs) activities include developing technical work for the Middle Suwannee River and Priority Springs, initiating development of MFLs for the Aucilla River, Econfina River, Steinhatchee River, Waccasassa River and associated priority springs. Also, MFL development for Cherry Lake will be initiated; and

WHEREAS, moneys are and will be expended for land management activities consistent with Section 373.059, F.S.; and

WHEREAS, land management activities include prescribed burning, reforestation, natural community management, invasive plant management, and maintenance of recreational sites and roads; and

WHEREAS, moneys are and will be expended for water supply planning consistent with Section 373.709, F.S.; and

WHEREAS, water supply planning activities include developing North Florida Regional Water Supply Partnership regional water supply plan, water storage and aquifer recharge feasibility studies, water supply demand and projections, completing development of the North Florida-Southeast Georgia Groundwater Regional Flow Model, and data collection and analysis; and

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

(1) The above statements are hereby certified and declared to be true and correct.

(2) The District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund to the District the sum of \$2,373,944 to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities for the period of April 1, 2014 through June 30, 2014.

PASSED AND ADOPTED THIS 8th DAY OF APRIL 2014, A.D.

**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 BROWN
GEORGE COLE
VIRGINIA JOHNS
GARY JONES
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: March 28, 2014
RE: Approval of Inspector General Internal Audit Activity Charter

RECOMMENDATION

Staff recommends the Governing Board approve the Inspector General Internal Audit Activity Charter.

BACKGROUND

The Internal Audit Activity Charter defines the roles, authority, organization, purpose, and responsibilities for internal audit activity.

Each year's audit activity by the Inspector General will be determined through an annual audit plan to be approved by the Governing Board.

A proposed Internal Audit Activity Charter follows this memorandum.

JD/rl
Attachment

SUWANNEE RIVER WATER MANAGEMENT DISTRICT INTERNAL AUDIT ACTIVITY CHARTER

INTRODUCTION:

Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of the Suwannee River Water Management District. It assists the Suwannee River Water Management District in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, and internal control.

ROLE:

The internal audit activity is established by the Governing Board (Board). The internal audit activity's responsibilities are defined by the Board as part of their oversight role.

AUTHORITY:

Pursuant to the provisions of s. 373.079(4)(b), Florida Statutes, the Governing Board must employ an Inspector General who meets the required qualifications and performs the applicable duties of a state agency inspector general as provided in s. 20.055, Florida Statutes.

The law requires that audits be conducted in accordance with current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors, Inc., or where appropriate, in accordance with generally accepted government auditing standards. The Inspector General must comply with the General Principles and Standards for Offices of Inspector General as published and revised by the Association of Inspectors General.

The internal auditors, with strict accountability for confidentiality and safeguarding records and information, are authorized free and unrestricted access to any and all of the Suwannee River Water Management District's records, physical properties, and personnel pertinent to carrying out any engagement. All employees are requested to assist the internal audit activity in fulfilling its roles and responsibilities. The internal audit activity will also have free and unrestricted access to the Board.

ORGANIZATION:

The Inspector General will report functionally to the Board and administratively (i.e. day to day operations) to the Executive Director.

The Board will:

- Approve the internal audit charter.
- Approve the risk based internal audit plan.
- Approve the internal audit budget and resource plan.
- Receive communications from the Inspector General on the internal audit activity's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Inspector General.
- Approve the annual contract of the Inspector General.

The Inspector General will communicate and interact directly with the Board as appropriate.

INDEPENDENCE AND OBJECTIVITY:

The internal audit activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment.

Internal auditors must exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors must make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Inspector General will confirm to the board, at least annually, the organizational independence of the internal audit activity.

RESPONSIBILITY:

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal process as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Evaluating risk exposure relating to the achievement of the organization's strategic objectives.
- Evaluating the reliability and integrity of information and the means used to identify measure, classify, and report such information.
- Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.
- Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Evaluating the effectiveness and efficiency with which resources are employed.
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Monitoring and evaluating governance processes.
- Monitoring and evaluating the effectiveness of the organization's risk management processes.
- Evaluating the quality of performance of external auditors and the degree of coordination with internal audit.
- Performing consulting and advisory services related to governance, risk management and control as appropriate for the organization.
- Reporting periodically on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan.
- Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Board.
- Evaluating specific operations at the request of the Board or management, as appropriate.

INTERNAL AUDIT PLAN:

At least annually, the Inspector General will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The Inspector General will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the board. Any suggested deviation from the

approved internal audit plan will be brought to the Governing Board for approval prior to implementation.

REPORTING AND MONITORING:

A written report will be prepared and issued by the Inspector General or designee following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Board.

The internal audit report may include management’s response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management’s response, whether included within the original audit report or provided thereafter (i.e. within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The Inspector General will periodically report to senior management and the Board on the internal audit activity’s purpose, authority, and responsibility, as well as performance relative to its plan. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the board.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The internal audit activity will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity’s conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Inspector General will communicate to senior management and the Board on the internal audit activity’s quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

Internal Audit Activity Charter

Approved this 8th day of April 2014.

Inspector General

Executive Director

Chair, Governing Board

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

THRU: Ann B. Shortelle, Ph.D., Executive Director

DATE: March 28, 2014

RE: North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update

March 17, 2014, Stakeholder Advisory Committee (SAC) Meeting:

At this meeting the SAC heard presentations on the following topics:

- Presentation: briefing on the water resource protection criteria that will be used for the joint regional water supply plan; including MFLs, wetland constraints, water quality constraints (specifically increasing chloride concentrations along the Atlantic coast), and constraints related to non-MFL water bodies (springs, lakes, and flowing systems).
- Presentation: briefing on Clay-Putnam revised MFL rule development.
- Presentation: briefing on current status of the North Florida Southeast Georgia Regional Groundwater Flow Model (NFSEG Model) and remaining schedule.
- Update: SRWMD Governing Board action on Lower Santa Fe River / Ichetucknee River and priority springs MFL; including March 11, 2014 Board acceptance of the Recovery Strategy and FDEP's March 7, 2014 publication of the Notice of Proposed Rule in the Florida Administrative Register.

Other information was presented and discussed at the meeting. This summary is intended as an update to the technical information presented to the SAC as it relates to the joint regional water supply planning process between the St. Johns River and Suwannee River Water Management Districts.

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

/ch

MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: March 28, 2014

RE: Land Acquisition and Disposition Activity Report

Approved for Detailed Assessment

Owner	Project Name	Acres	County	Comments
Rayonier Forest Resources, L. P.	Camp Blanding Addition	2,240	Bradford	Feasibility study is complete. Appraisal is underway.
Bradford Timberlands, LLC	Camp Blanding Addition	340	Bradford	The survey and environmental site assessment are complete. Closing is scheduled for April 10, 2014.
El Trigal Farms, Floyd Family	El Trigal Farms Conservation Easement	351	Jefferson	An enhanced appraisal review has been conducted. Discussions with Mr. Floyd are ongoing.
Douglas Anderson	Anderson/Pine Landing Conservation Easement Exchange	98/122	Dixie	Governing Board consideration of the exchange is scheduled for April 8, 2014.
SRWMD	Florida Gateway College	16.25	Columbia	The College sent a revised proposal and the College will draft a conveyance agreement for consideration by the Board.
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,027	Lafayette	
Rock Bluff Spring Co., LLC	Rock Bluff Springs	173	Gilchrist	Appraisal bids are due March 28, 2014.

Authorized for Conveyance

Tract	Acres	County	Acquired Date	Funding Source	Comments
Otter Springs to Gilchrist County	120	Gilchrist	9/30/2008	Florida Forever	The survey is complete and closing documents and a management agreement are being prepared.

Authorized for Exchange

Tract	Acres	County	Acquired Date	Funding Source	Comments
Ellaville Exchange for Damascus Peanut Company	986	Madison	12/1/1988	WMLTF	Governing Board approved the exchange agreement with the Trustees of the Internal Improvement Trust Fund.

Surplus Lands

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000				Governing Board approved conveyance on August 13, 2013 contingent upon the inter-local agreement with Columbia County

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Blue Sink	79	Suwannee	12/1988	WMLTF	11/23/13	7/12/10	Fee, entire parcel \$168,000; 40-acre parcel \$88,000	Contract for sale of east 40 acres has been executed and staff is working to close the sale.
Chitty Bend East	20	Hamilton	12/1988	WMLTF	2/3/14	11/29/11	Fee, two 10-acre tracts for \$26,400 each	Listing proposals are being solicited from brokers.
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee, entire tract \$279,510	Listing proposals are being solicited from brokers.
Cuba Bay	22	Jefferson	02/1996	P2000	2/7/14	11/10/11	Fee, \$42,350	Reappraised for the Floyd exchange
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/10	11/18/10	Fee entire tract \$52,030	Listing proposals are being solicited from brokers.
Hunter Creek	120	Hamilton	09/2002	P2000	1/27/14	11/18/10	Fee, (3 parcels) \$343,200 CE, (3 parcels) \$243,100	Listing proposals are being solicited from brokers.
Jennings Bluff	70	Hamilton	02/1989	WMLTF	1/27/14	8/16/10	Fee, entire tract \$215,600	Set aside for discussion with Hamilton County.
Levings	69	Columbia	02/1998	WMLTF	1/27/14	5/11/11	Contract price \$129,999	Contract for sale has been executed and staff is working to close the sale.
Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/12		CE \$225,000	Listing proposals are being solicited from brokers
Timber River	1	Madison	03/1998	WMLTF	8/27/10	11/18/10	Fee, entire tract \$10,780	Listing proposals are being solicited from brokers

ABS/ch

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: March 28, 2014
RE: District's Weekly Activity Reports

Attached are the weekly District activity reports for the month of March.

ABS/rl
Attachments



Weekly Activity Report to Governing Board February 24-28, 2014

Executive/Management

- Ann Shortelle, Jon Dinges, Steve Minnis, Tim Sagul, Carlos Herd, Erich Marzolf, Dave Dickens, and Robin Lamm met at Otter Springs for the leadership planning meeting and to review the Otter Springs restoration project.
- Al Alexander and Steve Minnis attended the Madison Legislative Delegation meeting.
- Steve Minnis participated in the Office of Policy and Budget/WMD/DEP Legislative conference call.

Water Supply

- Ann Shortelle, Carlos Herd, and Carree Olshansky attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee.
- Jon Dinges, Carlos Herd, Dale Jenkins, John Good, Warren Zwanka, and Tommy Kiger participated in a conference call with staff from DEP and SJRWMD to discuss the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs Statement of Estimated Regulatory Costs.
- Carlos Herd, Pat Webster, and Dale Jenkins met with staff from Branford to discuss the Branford WWTF Effluent Pond.

Resource Management

- Ann Shortelle, Steve Minnis, Tim Sagul, Pat Webster, and Mike Fuller met with staff from Bradford County, the City of Stark, FWC, DOT, and DEP to discuss the Starke By-Pass Wetland Mitigation Project.
- Tim Sagul, Pat Webster, Brian Kauffman, Mike Fuller, Leroy Marshall, and Alejandra Rodriguez participated in the Submerged State Lands Operation and Procedures Manual training.

Ag Team / Suwannee River Partnership

- Ann Shortelle, Kevin Wright, Sarah Luther, and Hugh Thomas attended the Lafayette Farm Bureau Legislative meeting in Mayo.
- Kevin Wright, Sarah Luther, and Hugh Thomas attended SRP breakfast.

Water Resources

- Erich Marzolf participated in the WMD/FDEP springs conference call.
- Marc Minno, Darlene Saindon, and Erich Marzolf participated in DEP's Monitoring and Restoration Priorities 2014 meeting in Live Oak.
- Paul Buchanan participated in a conference call with the USGS and the LiDAR contractor regarding ground conditions, weather, and collection plans for the remaining part of the flight LiDAR collection phase.

Administration & Operations

- Ann Shortelle and Bob Heeke participated in a conference call with Jim Spratt of FFA to discuss the Forest Water Yield Pilot Project.

- Ann Shortelle, Jon Dinges, and Charlie Houser met with Dr. Charles Hall, President of Florida Gateway College, and Mike Lee, Executive Director of the Florida Gateway College Foundation, to discuss the District's property at the college.
- Ann Shortelle, Jon Dinges, and Charlie Houser attended the Lands Committee meeting.
- Ann Shortelle, Jon Dinges, and Charlie Houser met with staff from the U.S. Forest Service to discuss the Sandlin Bay project.
- Ann Shortelle, Jon Dinges, and Charlie Houser met with representatives from Anderson Columbia to discuss the Anderson land swap.
- Jon Dinges and Charlie Houser participated in a conference call to discuss the Bradford Timberlands purchase.

Communications

- Vanessa Fultz distributed the following press releases: Sarah Luther joins SRWMD as an Engineering Specialist; Stakeholder Committee unanimously supports Draft Recovery Strategy; and SRWMD assists 13 area farmers to reduce groundwater withdrawals.
- Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Megan Wetherington participated in an on-camera interview with GTN regarding rainfall, water conditions, and flooding.

Announcements for Week of March 3, 2014:

- The 2014 Regular Legislative Session will convene on March 4.



Weekly Activity Report to Governing Board March 3-7, 2014

Executive/Management

- Virginia Sanchez, Ann Shortelle, and Dave Dickens met with Dixie County County Manager Mike Cassidy, Dixie County Emergency Services Director Tim Alexander, and Dixie County Commissioner Gene Higginbotham at Guaranto Spring to discuss a potential springs project at the site.
- Ann Shortelle and Carlos Herd met with Greg Galpin of Plum Creek Timber to discuss the Envision Alachua Project, a master plan for large proposed development in Alachua County.
- Ann Shortelle and Jon Dinges participated in the DEP/WMD bi-weekly conference call.
- Steve Minnis attended the Legislative Session which began on March 4.
- Ann Shortelle and Kevin Wright attended the Florida Farm Bureau Water and Natural Resources Winter Advisory Committee meeting at Otter Springs. Ann presented on agricultural solutions for springs challenges.
- Jon Dinges and Charlie Houder conducted an appraisal inspection of the Floyd Tract proposed for conservation easement exchange in Jefferson County.

Water Supply

- Ann Shortelle participated in a conference call with staff from DEP to discuss the draft Rule 62-42 for the Lower Santa Fe River DEP cross boundary MFLs.

Resource Management

- Tim Sagul and Warren Zwanka attended the CUP Regulatory "Anti-Drift" meeting with staff from DEP and the other WMDs. The purpose of the meeting is to retain consistency in water use permitting issues.
- Tim Sagul, Warren Zwanka, Bebe Willis, and Ale Rodriguez participated in the bi-weekly conference call with staff from SJRWMD regarding E-Permitting project status.

Ag Team / Suwannee River Partnership

- Ann Shortelle, Kevin Wright, Sarah Luther, Carree Olshansky, and Joel Love participated in the Taylor County Farm Bureau Tour.
- Sarah Luther presented on the Ag cost-share program at the Tri-County Peanut in Mayo.

Water Resources

- Erich Marzolf and Glenn Horvath hosted, with Dr. George Cole in attendance, the RESTORE meeting at Otter Springs with representatives from Taylor, Jefferson, Dixie and Levy counties in addition to staff from FDEP, FWC, UF, USGS, USDA/NRCS, USCOE and USFWS.
- Erich Marzolf participated in a webinar entitled Exploratory Scenario Planning for Large Landscape Conservation.
- Erich Marzolf, Dale Jenkins, Trey Grubbs, and Glenn Horvath met with Florida Geological Survey staff to discuss a scope of work to delineate springs along the Middle

Suwannee River, including Lafayette Blue Springs, Peacock Springs, Falmouth Spring, Troy Spring, and Little River Spring.

- Jon Dinges, Megan Wetherington, and Glenn Horvath met with staff from Suwannee Valley Electric Coop to discuss transmittal of agricultural electric consumption.

Administration & Operations

- Charlie Houder and Bill McKinstry attended the RO Ranch Board of Director's monthly meeting.
- Edwin McCook conducted a site visit to review contractor work and maintenance needs at the Goose Pasture Campground.

Communications

- Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Vanessa Fultz, Megan Wetherington, and Erich Marzolf provided updates on the status of the Valdosta spill that occurred February 28.
- Megan Wetherington participated in an on-camera interview with TV 20 and a phone interview with WUFT concerning flood warnings for the Santa Fe River near Ft. White.
- Vanessa Fultz and Megan Wetherington provided updates on the potential flooding on the Santa Fe River at Fort White.

Announcements for Week of March 10, 2014:

- The District will hold its Governing Board meeting on March 11 at 9:00 a.m.
- The 2014 Regular Legislative Session will continue March 10-14.



Weekly Activity Report to Governing Board March 10-14, 2014

Executive/Management

- Ann Shortelle, with Erich Marzolf, Dave Dickens, and Charlie Houser attending, participated as a panelist in the Fragile Springs Forum held by the Gainesville Sun.
- Ann Shortelle and Steve Minnis attended the Legislative Session and met with various members.

Water Supply

- Louis Mantini and Robbie McKinney conducted field work in conjunction with the Middle Suwannee MFLs.

Resource Management

- Tim Sagul, Pat Webster, Mike Fuller, and Leroy Marshall met to discuss the Cannon Creek/Home Depot project.
- Ann Shortelle, Tim Sagul, and Pat Webster met to discuss the FDOT Starke Mitigation project.

Ag Team / Suwannee River Partnership

- Ann Shortelle, Kevin Wright, Hugh Thomas, Sarah Luther, and Carree Olshansky met at the Holly Factory to discuss a nursery pilot project and learn about possible water conservation measures for nurseries.
- Kevin Wright spoke about his career as an engineer at the Florida Learns STEM program in Madison.
- Hugh Thomas spoke about agricultural BMPs to a class at the University of Florida.
- Ann Shortelle, Steve Minnis, Kevin Wright, and Sarah Luther attended the Florida Cattlemen's legislative function in Tallahassee.

Water Resources

- Erich Marzolf and Kevin Wright attended the Lafayette County BOCC meeting to request permission for a memorial along the Suwannee River to honor a deceased former employee, Broughton Land.

Administration & Operations

- Dave Dickens and Scott Gregor met at Falmouth Springs to evaluate prescribed burn efforts.
- Dave Dickens, Bill McKinstry, Edwin McCook, and Bob Heeke attended the Florida Fish and Wildlife Conservation Commission Annual meeting.
- Ann Shortelle, Jon Dinges, Dave Dickens, and Bill McKinstry met to discuss the Ace Ranch project.

Communications

- Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Ann Shortelle was featured on WJTK's (95.6 FM The Jet) morning show to discuss water resources.
- Carree Olshansky represented the District at the Ft. White High/Middle School Community Water Festival at Ichetucknee Springs State Park.

Announcements for Week of March 17, 2014:

- The 2014 Regular Legislative Session will continue March 17-21.



Weekly Activity Report to Governing Board March 17-21, 2014

Executive/Management

- Ann Shortelle and Steve Minnis attended the Legislative Session and met with various members.
- Ann Shortelle participated in the DEP/WMD bi-weekly teleconference.
- Ann Shortelle and Charlie Houser attended the Working Forest Partners Roundtable meeting with representatives of the Florida Forest Association.

Water Supply

- Carree Olshansky, Tommy Kiger, and Dale Jenkins attended the North Florida Regional Water Supply Partnership (NFRWSP) Stakeholder Advisory Committee meeting in Lake City.
- Carlos Herd, Tommy Kiger, and Warren Zwanka participated in a conference call with staff from SJRWMD and DEP to discuss the status of the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL.
- Carlos Herd and staff from DEP and SJRWMD participated in a conference call to discuss potentiometric surface maps for the NFRWSP planning area.
- Carree Olshansky participated in the InterDistrict Quarterly Water Conservation meeting.
- Staff entered into contract with Karst Environmental Services Inc. for dye tracing services as part of the Booker Springs Tract Sinks Connectivity Study.
- Dale Jenkins and Warren Zwanka participated in a field trip to Falling Creek Sink to view the creek's aquifer recharge location.

Resource Management

- Ann Shortelle, Erich Marzolf, Glenn Horvath, and Leroy Marshall participated in the Suwannee River Watershed Initial Brainstorming Session with staff from FWC, US Army Corps of Engineers, City of Valdosta, and State of Georgia to discuss the Corps of Engineers study of the Suwannee basin.
- Tim Sagul, Bebe Willis, Paul Buchanan, Leroy Marshall, Glen Horvath, and Jon Wood participated in a conference call with staff from SJRWMD to discuss the status of the E-permitting project.
- Warren Zwanka, Leroy Marshall, Ale Rodriguez, and Tilda Musgrove attended the E-permitting training provided by SJRWMD staff.
- Warren Zwanka and Tim Sagul provided training regarding water well construction rules to the North Central Florida Water Well Association in Gainesville.
- Leroy Marshall participated in the Statewide Hurricane Planning Exercise with other state and local government agencies.
- Leroy Marshall participated in a conference call with staff from DEP and the other WMD's regarding Phase II of the State Wide Environmental Resource Permitting (SWERP) program.

Ag Team / Suwannee River Partnership

- Ann Shortelle, Steve Minnis, Sarah Luther, and Kevin Wright attended the Florida Farm Bureau Legislative event in Tallahassee.
- Kevin Wright and Sarah Luther attended a state-wide meeting of all District Ag Teams to discuss permitting issues, cost-share programs, and new projects.
- Kevin Wright, Sarah Luther, Joel Love, Debbie Davison, and Hugh Thomas met with the Suwannee River Partnership members to begin planning the CARES dinner.

Water Resources

- Erich Marzolf gave a springs presentation as part of Oak Hammock at UF's Institute for Learning in Retirement program.

Administration & Operations

- Jon Dinges, Dave Dickens, Bill McKinstry, Bob Heeke, Edwin McCook, Scott Gregor, and Barbara Peaden participated in the Land Management Review Team site assessments with the Florida Forest Service.
- Dave Dickens conducted a site field inspection at the Lake City sprayfield for the Ichetucknee Water Quality Improvement Project.

Communications

- Vanessa Fultz distributed press releases on the Governing Board's approval of the MFLs Recovery Strategy and the employment of Jamie Sortevik.
- Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Megan Wetherington handled a media call from WUFT concerning the no wake zone on the Santa Fe River and a call from the Union County Times concerning water levels of Lake Butler.
- Vanessa Fultz handled a media call from TV 20 on the Valdosta sewage spill.
- Jon Dinges handled a media call from the Orlando Sentinel concerning the benefit of springs projects.
- Vanessa Fultz and Megan Wetherington posted various notices on the flooding and the Valdosta sewage spill on the website and Facebook page.

Announcements for Week of March 24, 2014:

- The 2014 Regular Legislative Session will continue March 24-28.