

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

**OPEN TO THE PUBLIC**

January 13, 2015  
9:00 a.m.

Dixie Plantation  
Greenville, Florida

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 - December 9, 2014 Governing Board Meeting and Workshop
  - Agenda Item 9 – Approval of November 2014 Financial Report
  - Agenda Item 13 - Approval of a Modification of Water Use Permit 2-121-219205-3, with a 0.0107 mgd Decrease in Allocation, Authorizing the Use of 0.1116 mgd of Groundwater for Agricultural Use at the Donald Chauncey Farm Project, Suwannee County
  - Agenda Item 19 - Reimbursement Request to the Department of Environmental Protection for the Period of October 1, 2014 through December 31, 2014 for District Expenditures Relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management Activities

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6. Approval of Minutes – December 9, 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 Tom Mirti, Bureau Chief, Water Resource Division
  - B. Cooperating Agencies and Organizations
    - Florida Ground Water Association

**GOVERNING BOARD LEGAL COUNSEL  
Tom Reeves**

8. Update on Legal Activities

**DIVISION OF ADMINISTRATION AND OPERATIONS  
Dave Dickens, Director**

AO Page 1

9. Approval of November 2014 Financial Report – **Recommend Consent**

AO Page 12 10. Land and Facilities Operations Activity Summary Report

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

WS Page 1 11. Approval to Enter into Contracts for the January 2015 Agricultural Cost-Share Program

WS Page 3 12. Agricultural Water Use Monitoring Update

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

None

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

RM Page 1 13. Approval of a Modification of Water Use Permit 2-121-219205-3, with a 0.0107 mgd Decrease in Allocation, Authorizing the Use of 0.1116 mgd of Groundwater for Agricultural Use at the Donald Chauncey Farm Project, Suwannee County - **Recommend Consent**

RM Page 9 14. Authorization for the Executive Director to Enter into a Contract with Alligator Creek Wetland Mitigation Bank, LLC Regarding the Starke Bypass/State Road 223 Wetland Mitigation Project

RM Page 11 15. Approval of Florida Department of Transportation Mitigation Plan 2015-2019

RM Page 23 16. Permitting Summary Report

RM Page 26 17. Enforcement Status Report

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

EO Page 1 18. Authorization to Conduct a Detailed Assessment and Commence Negotiations with Lyme Lafayette Forest Company, LLC, on a 6,713 +/- Acre Conservation Easement in Lafayette County

EO Page 12 19. Reimbursement Request to the Department of Environmental Protection for the Period of October 1, 2014 through December 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 13 20. Approval of Springs Grants from the Florida Department of Environmental Protection

EO Page 78 21. Authorization to Enter into Interlocal Agreement with City of Fanning Springs for the Fanning Springs Water Quality Improvement Project

- EO Page 89      22. **Public Hearing** and Acceptance of the 2015 Florida Forever Work Plan Update
- EO Page 90      23. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 91      24. Land Acquisition and Disposition Activity Report
- EO Page 93      25. District's Weekly Activity Reports
- 26. Announcements

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

- |                   |           |  |
|-------------------|-----------|--|
| January 28, 2015  | 1:30 p.m. | Lands Committee Meeting<br>District Headquarters   |
| February 10, 2015 | 9:00 a.m. | Board Meeting<br>District Headquarters<br>Workshop |

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

27. 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.

A person may not lobby the District until such person has registered as a lobbyist with the Contracts and Procurement Coordinator by filing a registration form.

Definitions:

- "Lobbies" is defined as seeking to influence a district policy or procurement decision or an attempt to obtain the goodwill of a district official or employee. (112.3261(1)(b), Florida Statutes [F.S.]
- "Lobbyist" is a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. (112.3215(1)(h), F.S.)

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.

AGENDA  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

January 13, 2015  
Following the Board Meeting

Dixie Plantation  
Greenville, Florida

- Legal Assignments Discussion
- Consumptive Use Permitting – Incentive Program and Policy Discussion
- Strategic Plan for Fiscal Years 2016-2020 Discussion

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  
December 9, 2014

District Headquarters  
Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
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

Governing Board General Counsel

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Gov. Affairs / Communications Director	Steve Minnis	X	
Administration & Operations Division Director	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:

Paul Still, BSWCD	Steve Gladin
Matt Palmer, Soil & Water Ag Technologies	Jennifer Sagan, AMEC
Kellie Brittel, Town of Bronson	Curtis Stacy, Town of Bronson
Karsten Sedmera	Robert Burleson, Applied Technologies
Cory Mikel, H2O Mobile Lab	Jeffery Cox, Champion Irrigation
Jack Hampson, Aikens	John Stubblefield, SRP
Dale Helms, Parson Brinckerhoff	Jim Guida, Progressive Water Resources
Herman Sanchez, Jr., Sanchez Farms	Herman Sanchez, III, Sanchez Farms
Angelique Bochnak, ECT	Georgia Shemitz
Stan Posey, URS Corporation	Ric Stern
Jamie Driggers, FDOT	R. Petithomme, FDOT
Charles R. Fellows, Water & Air Research, Inc.	Patrick Barnes, Barnes, Ferland & Associates
John Locklear, Locklear & Associates	Bryan McDonald, Water & Air Research, Inc.
Merrilee Malwitz-Jipson, Our Santa Fe River	Ray Hodge, Southeast Milk
Craig Varn, Manson Bolves	Jeff Hill

Warren Zwanka, SRWMD  
Megan Wetherington, SRWMD  
Jessica Bell, SRWMD  
Keith Rowell, SRWMD  
Kevin Wright, SRWMD  
Abby Johnson, SRWMD  
Darlene Saindon, SRWMD  
Robin Lamm, SRWMD  
Sarah Luther, SRWMD  
Jessy Preston, SRWMD

Dale Jenkins, SRWMD  
Tom Mirti, SRWMD  
John Good, SRWMD  
Leroy Marshall, SRWMD  
Tammy Girard, SRWMD  
Mark Minno, SRWMD  
Brian Kauffman, SRWMD  
Bill McKinstry, SRWMD  
Hugh Thomas FDACS  
Officer Creech, FFWCC

The meeting was called to order at 9:09 a.m.

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

**Updated:**

- Division of Water Supply – Agenda Item 15 – Approval of 2015 Priority List for Establishment of Minimum Flows and Levels (Chart on Pages 3-4)
- Division of Water Supply – Agenda Item 18 - Authorization to Accept Florida Department of Agriculture and Consumer Services Funding and Enter into an Agreement for a Tailwater Recovery and Nutrient Recapture Project

**Addition:**

- Executive Office – Supplemental Page 1 – Approval of Springs Grant for Levy Blue Spring Water Quality Improvement Project from the Florida Department of Environmental Protection
- Executive Office – Supplemental Page 23 – Authorization to Amend the Interlocal Agreement with the Town of Bronson for the Levy Blue Spring Water Quality Improvement Project

**Deletion:**

- None

Agenda Item No. 4 – Public Comment.

- Merrilee Malwitz-Jipson, Our Santa Fe River – Moratorium on Water Use Permits over 100,000 mgd.
- Steve Gladin - Water Use Permit Extension Concerns.
- Paul Still, BSWCD – MFL Concerns

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

- Agenda Item 6 - Approval of Minutes - November 11, 2014 Governing Board Meeting and Workshop
- Agenda Item 9 - Approval of October 2014 Financial Report
- Agenda Item 10 – Approval of Inspector General 2015 Internal Audit Work Plan and the Three-Year Audit Plan
- Agenda Item 22 – Approval of a Modification of Water Use Permit 2-047-220400-2 with a 0.4110 mgd Decrease in Allocation and a Five-Year Permit Extension Authorizing the Use of 0.3529 mgd of Groundwater for Agricultural Use at the Mike Adams Farm Project, Hamilton County
- Agenda Item 23 - Approval of a Modification of Water Use Permit 2-079-220608-2 with a 0.2184 mgd Increase in Allocation and a Three-Year Permit Extension Authorizing the Use of

0.7188 mgd of Groundwater for Agricultural Use at the Alvin Henderson Farm Project,  
Madison County

- Agenda Item 27 – Approval of List of Qualified Engineering Firms and Engineering Services Contracts for Water Resource Projects
- Agenda Item 28 – Request for Authorization to Publish Notices of Proposed Rule for Chapter 40B-1, Florida Administrative Code (F.A.C.)
- Agenda Item 29 - Request for Authorization to Publish Notice of Proposed Rule for Chapter 40B-12.200, Florida Administrative Code (F.A.C.)
- Agenda Item 30 - Request for Authorization to Publish Notices of Proposed Rule for Chapter 40B-4 and 40B-400, Florida Administrative Code (F.A.C.)
- Agenda Item 34 – Easement for Ingress, Egress and Utilities to Lakeland Sands Florida, LLC in Hamilton County

Mr. Brown publically announced a conflict of interest and abstained from voting on Agenda Item No. 5 - Consideration of the Following Items Collectively by Consent. A Conflict of Interest Form was completed and signed by Mr. Brown. This form are hereby made part of these minutes and are filed in the permanent Governing Board meeting minutes files of the District.

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

Agenda Item No. 6 – Approval of Minutes.

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

THE NOVEMBER 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**

Agenda Item No. 8 – Update on Legal Activities. – Deferred until later in the meeting.

**DIVISION OF ADMINISTRATION AND OPERATIONS**

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

Agenda Item No. 10 – Approval of Inspector General 2015 Internal Audit Work Plan and the Three-Year Audit Plan. Approved on Consent.

Agenda Item No. 11 – Approval and Execution of Resolution No. 2014-32 Updating Classification of the Fiscal Year 2015 Reserves per GASB 54 Classifications. Dave Dickens, Director, Division of

Administration and Operations, presented staff recommendation to the Governing Board for approval and execution of Resolution No. 2014-32 authorizing the assignment of the Fiscal Year 2015 Reserves per the GASB 54 classifications.

DR. COLE MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION NO. 2014-32 AUTHORIZING THE ASSIGNMENT OF THE FISCAL YEAR 2015 RESERVES PER THE GASB 54 CLASSIFICATIONS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 12 – Authorization for the Executive Director to Execute a Contract for Sale of Timber with North Florida Timber Dealers, Inc. for the Mill Creek North #4 Timber Sale at Twin Rivers State Forest. Mr. Dickens presented staff recommendation to the Governing Board for approval for the Executive Director to enter into an agreement for sale of timber with North Florida Timber Dealers, Inc. for the Mill Creek North #4 Timber Sale at Twin Rivers State Forest.

MR. CURTIS MADE A MOTION TO APPROVE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR SALE OF TIMBER WITH NORTH FLORIDA TIMBER DEALERS, INC. FOR THE MILL CREEK NORTH #4 TIMBER SALE AT TWIN RIVERS STATE FOREST. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 13 – Authorization for the Executive Director to Execute a Contract for Sale of Timber with Greenville Timber Corporation for the Steinhatchee Springs #12 Timber Sale. Mr. Dickens presented staff recommendation to the Governing Board for approval for the Executive Director to enter into an agreement for sale of timber with Greenville Timber Corporation for the Steinhatchee Springs #12 Timber Sale.

MRS. JOHNS MADE A MOTION TO APPROVE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR SALE OF TIMBER WITH GREENVILLE TIMBER CORPORATION FOR THE STEINHATCHEE SPRINGS #12 TIMBER SALE. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 14 – 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. 15 – Approval of 2015 Priority List for Establishment of Minimum Flows and Levels. **Updated** – John Good, Chief Professional Engineer, presented staff recommendation to the Governing Board for approval of the 2015 priority list for the establishment of Minimum Flows and Levels (MFLs) to be submitted to the Florida Department of Environmental Protection, pursuant to Section 373.042(2), Florida Statutes.

Paul Still provided comments to the Board.

MRS. JOHNS MADE A MOTION TO APPROVE THE 2015 PRIORITY LIST FOR THE ESTABLISHMENT OF MINIMUM FLOWS AND LEVELS (MFLS) TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PURSUANT TO SECTION 373.042(2), FLORIDA STATUTES. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 16 – Approval to Enter into Contracts for December 2014 Agricultural Cost-Share Program. Kevin Wright, Professional Engineer, presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into contracts for the December 2014 Agricultural Cost-Share Program with four applicants.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR THE DECEMBER 2014 AGRICULTURAL COST-SHARE PROGRAM WITH FOUR APPLICANTS. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 17 – Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 7 for Unanticipated and Unbudgeted Expenses to Fund the Monitor Well Network Improvement Plan. Carlos Herd, Division Director, presented staff recommendation to the Governing Board to adopt Resolution 2014-34 amending the Fiscal Year 2014/2015 Budget from \$35,201,883 to \$36,552,383 in order to include \$1,350,500 in unanticipated and unbudgeted expenses for the monitor well network improvement plan.

MRS. SANCHEZ MADE A MOTION TO ADOPT RESOLUTION 2014-34 AMENDING THE FISCAL YEAR 2014/2015 BUDGET FROM \$35,201,883 TO \$36,552,383 IN ORDER TO INCLUDE \$1,350,500 IN UNANTICIPATED AND UNBUDGETED EXPENSES FOR THE MONITOR WELL NETWORK IMPROVEMENT PLAN. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

~~Agenda Item No. 18 – Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 8 for Unanticipated and Unbudgeted Expenses to Fund a Tailwater Recovery and Nutrient Recapture Project.~~ **Updated to:** Authorization to Accept Florida Department of Agriculture and Consumer Services Funding and Enter into an Agreement for a Tailwater Recovery and Nutrient Recapture Project. Mr. Wright presented staff recommendation to the Governing Board to accept \$200,000 from Florida Department of Agriculture and Consumer Services (FDACS) and authorize the Executive Director to enter into an agreement with Sanchez Farms, LLC, for an amount not to exceed \$400,000 to participate in a tailwater recovery and nutrient recapture pilot project.

Mrs. Sanchez publically announced a conflict of interest and abstained from voting on Agenda Item No. 18 -. Authorization to Accept Florida Department of Agriculture and Consumer Services Funding and Enter into an Agreement for a Tailwater Recovery and Nutrient Recapture Project. A Conflict of Interest Form was completed and signed by Mrs. Sanchez. This form are hereby made part of these minutes and are filed in the permanent Governing Board meeting minutes files of the District.

Paul Still, Steve Gladdin, Mr. Stern, Merrilee Malwitz-Jipson, and Mr. Palmer provided comments to the Board.

MRS. JOHNS MADE A MOTION TO ACCEPT FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FUNDING AND ENTER INTO AN AGREEMENT FOR A TAILWATER RECOVERY AND NUTRIENT RECAPTURE PROJECT AND TO ACCEPT \$200,000 FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SANCHEZ FARMS, LLC, FOR AN AMOUNT NOT TO EXCEED \$400,000 TO PARTICIPATE IN A TAILWATER RECOVERY AND NUTRIENT RECAPTURE PILOT PROJECT. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, WILLIAMS AND QUINCEY.)

### **DIVISION OF WATER RESOURCES**

Agenda Item No. 19 – Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 6 to Receive a Grant from the Florida Department of Environmental Protection for Continuous Springs Monitoring Equipment. Erich Marzolf, Director, Division of Water Resources, presented staff recommendation to the Governing Board to authorize the Executive Director to approve a Grant Agreement with the Florida Department of Environmental Protection to accept \$486,000 for continuous water quality monitoring equipment and maintenance at six priority springs, adopt Resolution 2014-31 amending the Fiscal Year 2014/2015 Budget from \$34,715,883 to \$35,201,883 in order to include \$486,000 in unanticipated and unbudgeted revenues, and authorize the Executive Director to approve procurement of continuous monitoring equipment.

Paul Still provided comments to the Board.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ACCEPT \$486,000 FOR CONTINUOUS WATER QUALITY MONITORING EQUIPMENT AND MAINTENANCE AT SIX PRIORITY SPRINGS, ADOPT RESOLUTION 2014-31 AMENDING THE FISCAL YEAR 2014/2015 BUDGET FROM \$34,715,883 TO \$35,201,883 IN ORDER TO INCLUDE \$486,000 IN UNANTICIPATED AND UNBUDGETED REVENUES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE PROCUREMENT OF CONTINUOUS MONITORING EQUIPMENT. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 20 – Authorization to Contract with Water & Air Research, Inc., for Hydrologic, Water Quality and Biological Sampling. Mr. Marzolf presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into a nine-month contract with Water and Air Research, Inc., to provide surface and groundwater sampling, discharge measurements and biological analyses for a total cost not to exceed \$191,140.65.

Brian McDonald, John Locklear, Patrick Barnes, and Charles Fellows provided comments to the Board.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A NINE-MONTH CONTRACT WITH WATER AND AIR RESEARCH, INC., TO PROVIDE SURFACE AND GROUNDWATER SAMPLING, DISCHARGE MEASUREMENTS AND BIOLOGICAL ANALYSES FOR A TOTAL COST NOT TO EXCEED \$191,140.65. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, AND QUINCEY.) MR. CURTIS AND MR. WILLIAMS VOTED AGAINST.

Agenda Item No. 21 – Agricultural Water Use Monitoring Update. The Agricultural Water Use Monitoring Update was provided as an informational item in the Board materials.

#### **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 22 – Approval of a Modification of Water Use Permit 2-047-220400-2 with a 0.4110 mgd Decrease in Allocation and a Five-Year Permit Extension Authorizing the Use of 0.3529 mgd of Groundwater for Agricultural Use at the Mike Adams Farm Project, Mike Adams, Hamilton County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Approved on Consent.

Agenda Item No. 23 – Approval of a Modification of Water Use Permit 2-079-220608-2 with a 0.2184 mgd Increase in Allocation and a Three-Year Permit Extension Authorizing the Use of 0.7188 mgd of Groundwater for Agricultural Use at the Alvin Henderson Farm Project, Alvin Henderson, Madison County, with Seventeen Standard Conditions and Four Special Limiting Conditions. Approved on Consent.

Agenda Item No. 24 – Approval of a Modification of Water Use Permit 2-075-221905-2 with a 0.2600 mgd Increase in Allocation, Authorizing the Use of 1.3435 mgd of Groundwater for Agricultural Use at the WC/Hardee Place Project, Southpoint Dairy Holdings, LLC, Levy County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Warren Zwanka, Senior Hydrologist, presented staff recommendation to the Governing Board for approval of a modification of Water Use Permit 2-075-221905-2 with a 0.2600 mgd increase in allocation, authorizing the use of 1.3435 mgd of groundwater for agricultural use at the WC/Hardee Place Project, Southpoint Dairy Holdings, LLC, Levy County, with seventeen standard conditions and five special limiting conditions.

MR. CURTIS MADE A MOTION TO APPROVE A MODIFICATION OF WATER USE PERMIT 2-075-221905-2 WITH A 0.2600 MGD INCREASE IN ALLOCATION, AUTHORIZING THE USE OF 1.3435 MGD OF GROUNDWATER FOR AGRICULTURAL USE AT THE WC/HARDEE PLACE PROJECT, SOUTHPOINT DAIRY HOLDINGS, LLC, LEVY COUNTY, WITH SEVENTEEN STANDARD CONDITIONS AND FIVE SPECIAL LIMITING CONDITIONS. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 25 – Approval of Water Use Permit Application Number 2-047-222112-1, Authorizing the Use of 1.3565 mgd of Groundwater for Agricultural Use at the Deas Brothers Farms Project, Damon Deas, Hamilton County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Mr. Zwanka presented staff recommendation to the Governing Board for approval of Water Use Permit Application Number 2-047-222112-1, authorizing the use of 1.3565

mgd of groundwater for agricultural use at the Deas Brothers Farms Project, Damon Deas, Hamilton County, with seventeen standard conditions and five special limiting conditions.

Merrilee Malwitz-Jipson provided comments to the Board.

MR. CURTIS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-047-222112-1, AUTHORIZING THE USE OF 1.3565 MGD OF GROUNDWATER FOR AGRICULTURAL USE AT THE DEAS BROTHERS FARMS PROJECT, DAMON DEAS, HAMILTON COUNTY WITH SEVENTEEN STANDARD CONDITIONS AND FIVE SPECIAL LIMITING CONDITIONS. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 26 – Authorization for Executive Director to Bid and Construct a Recharge Well Conveyance Structure at District Headquarters. Mr. Zwanka presented staff recommendation to the Governing Board for authorization for the Executive Director to bid and construct a recharge well conveyance structure for a cost not to exceed \$40,000 at District Headquarters.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO BID AND CONSTRUCT A RECHARGE WELL CONVEYANCE STRUCTURE FOR A COST NOT TO EXCEED \$40,000 AT DISTRICT HEADQUARTERS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 27 – Approval of List of Qualified Engineering Firms and Engineering Services Contracts for Water Resource Projects. Approved on Consent.

Agenda Item No. 28 – Request for Authorization to Publish Notices of Proposed Rule for Chapter 40B-1, Florida Administrative Code (F.A.C.) – Approved on Consent.

Agenda Item No. 29 – Request for Authorization to Publish Notice of Proposed Rule for Chapter 40B-12.200, Florida Administrative Code (F.A.C.) – Approved on Consent.

Agenda Item No. 30 – Request for Authorization to Publish Notices of Proposed Rule for Chapter 40B-4 and 40B-400, Florida Administrative Code (F.A.C.) – Approved on Consent.

Agenda Item No. 31 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

Agenda Item No. 32 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item in the Board materials.

## **EXECUTIVE OFFICE**

Agenda Item No. 33 – Approval of Springs Grant for Eagle Lake/Upper Suwannee River Enhancement Project from the Florida Department of Environmental Protection. Dale Jenkins, Senior Hydrogeologist, presented a recommendation to the Governing Board to authorize the Executive

Director to execute the Florida Department of Environmental Protection springs grant for the Eagle Lake/Upper Suwannee River Enhancement project.

Paul Still provided comments to the Board.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPRINGS GRANT FOR THE EAGLE LAKE/UPPER SUWANNEE RIVER ENHANCEMENT PROJECT. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

SUP 1 – Approval of Springs Grant for Levy Blue Spring Water Quality Improvement Project from the Florida Department of Environmental Protection. Steve Minnis, Governmental Affairs and Communications Director, presented a recommendation to the Governing Board for authorization to execute the Florida Department of Environmental Protection springs grant for the Levy Blue Spring Water Quality Improvement project.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPRINGS GRANT FOR THE LEVY BLUE SPRING WATER QUALITY IMPROVEMENT PROJECT. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

SUP 23 – Authorization to Amend the Interlocal Agreement with the Town of Bronson for the Levy Blue Spring Water Quality Improvement Project. Mr. Minnis presented a recommendation to the Governing Board for authorization to amend the interlocal agreement with the Town of Bronson to implement the Levy Blue Spring Water Quality Improvement Project.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE INTERLOCAL AGREEMENT WITH THE TOWN OF BRONSON TO IMPLEMENT THE LEVY BLUE SPRING WATER QUALITY IMPROVEMENT PROJECT. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 34 – Easement for Ingress, Egress and Utilities to Lakeland Sands Florida, LLC Over District Lands in Hamilton County. Approved on Consent.

Agenda Item No. 35 – Approval of Fiscal Year 2015/2016 Preliminary Budget. Ann Shortelle, Executive Director, presented a recommendation to the Governing Board to approve the Preliminary Fiscal Year 2015-2016 Budget of \$25,075,545, authorize the Executive Director to make recommended adjustments and corrections, and submit the Standard Format Preliminary Budget to the Governor's Office and Legislature by January 15, 2015.

MR. CURTIS MADE A MOTION TO APPROVE THE PRELIMINARY FISCAL YEAR 2015-2016 BUDGET OF \$25,075,545, AUTHORIZE THE EXECUTIVE DIRECTOR TO MAKE RECOMMENDED

ADJUSTMENTS AND CORRECTIONS, AND SUBMIT THE STANDARD FORMAT PRELIMINARY BUDGET TO THE GOVERNOR'S OFFICE AND LEGISLATURE BY JANUARY 15, 2015. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, 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 break at 12:55 p.m. The Board Meeting was held open until after lunch and workshop for discussion of resolution of El Ranch No Tengo legal case.

The Board Meeting resumed at 1:54 p.m. to discuss the El Rancho No Tengo Legal case.

Board Chair made the recommendation to the Board Members that if the agreement sent to Mr. and Mrs. Hill was not signed, notarized and delivered to the District office by Wednesday, December 10, 2014, at 9:00 a.m., the District would go ahead with the Sheriff sale of his property.

DR. COLE MADE A MOTION TO ACCEPT THE BOARD CHAIR'S RECOMMENDATION THAT IF THE AGREEMENT SENT TO MR. AND MRS. HILL WAS NOT SIGNED BY BOTH PARTIES, NOTARIZED, AND DELIVERED TO THE DISTRICT OFFICE BY WEDNESDAY, DECEMBER 10, 2014, AT 9:00 A.M., THE DISTRICT WOULD PROCEED WITH THE SHERIFF SALE OF HIS PROPERTY WHICH WAS SCHEDULED AT 11:00 A.M. ON WEDNESDAY, DECEMBER 10, 2014, AT THE COLUMBIA COUNTY COURTHOUSE. MOTION WAS SECONDED BY MRS SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

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Chair

ATTEST:

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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  
 December 9, 2014

District Headquarters  
 Live Oak, FL

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
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

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs/Comm. Director	Steve Minnis	X	
Administration & Operations Division Director	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:

Herman Sanchez, III, Sanchez Farms	Paul Still, BSWCD
Merrilee Malwitz-Jipson, Our Santa Fe River	Karsten Sedmera
Craig Varn, Manson Bolves	R. Petithomme, FDOT
Jamie Driggers, FDOT	Pat Webster, SRWMD
Dale Jenkins, SRWMD	Warren Zwanka, SRWMD
Tom Mirti, SRWMD	Megan Wetherington, SRWMD
John Good, SRWMD	Jessica Bell, SRWMD
Leroy Marshall, SRWMD	Keith Rowell, SRWMD
Tammie Girard, SRWMD	Kevin Wright, SRWMD

Minutes of Governing Board Meeting  
December 9, 2014  
Page 12

Mark Minno, SRWMD  
Brian Kauffman, SRWMD  
Bill McKinstry, SRWMD  
Hugh Thomas FDACS  
Officer Creech, FFWCC

Abby Johnson, SRWMD  
Darlene Saindon, SRWMD  
Robin Lamm, SRWMD  
Sarah Luther, SRWMD

FDOT – Transportation Alternatives Program Solicitation for FY 2021

FDOT representatives provided an overview of the FDOT District 2 Local Agency Program (LAP) and the Transportation Alternatives Program (TAP).

The workshop ended at 3:05 p.m.

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Chair

ATTEST:

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MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration & Operations

DATE: December 29, 2014

RE: Approval of November 2014 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the November 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  
Enclosures

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

<b>ACCOUNT</b>	<b>Monthly Interest</b>	<b>Interest Rate %</b>	<b>Closing Balance</b>
Bank of America Permit Fee	-	-	\$137,162.60
First Federal Permit Fee	\$3.90	0.30%	\$16,928.65
First Federal Depository	\$380.61	0.4%	\$3,195,100.51
SPIA	\$61,669.08	1.69%	\$43,957,550.34
SBA Fund A	\$44.49	0.16%	\$341,505.79
<b>TOTAL</b>	<b>\$62,098.08</b>		<b>\$47,648,247.89</b>

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending November 30, 2014  
(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 11/30/2014</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$5,584,081	\$ 399,552	\$ (5,184,529)	7%
Intergovernmental Revenues	\$20,036,640	151,193	(19,885,447)	1%
Interest on Invested Funds	\$354,000	112,256	(241,744)	32%
License and Permit Fees	\$75,000	12,286	(62,714)	16%
Other	\$396,000	730,527	334,527	184%
Fund Balance	\$6,983,565	214,258	(6,769,307)	3%
<b>Total Sources</b>	<b>\$33,429,286</b>	<b>\$ 1,620,071</b>	<b>\$ (31,809,215)</b>	<b>5%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$7,549,182	\$ 635,869	\$ 7,567	\$ 6,905,747	8%	9%
Acquisition, Restoration and Public Works	\$20,369,688	329,501	8,264	20,031,922	2%	2%
Operation and Maintenance of Lands and Works	\$2,409,132	217,714	24,497	2,166,921	9%	10%
Regulation	\$1,278,445	173,340	27,785	1,077,319	14%	16%
Outreach	\$250,483	24,482	-	226,001	10%	10%
Management and Administration	\$1,572,356	239,165	8,680	1,324,510	15%	16%
<b>Total Uses</b>	<b>\$33,429,286</b>	<b>\$ 1,620,071</b>	<b>\$ 76,794</b>	<b>\$ 31,732,421</b>	<b>5%</b>	<b>5%</b>

<sup>1</sup> Encumbrances represent unexpended balances of open purchase orders and contracts.

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This financial statement is prepared as of November 30, 2014 and covers the interim period since the most recent audited financial statements.

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	1,406,023.30	0.00	33,429,287.00
<b>EXPENSES</b>			
<b>TOTAL SALARIES AND BENEFITS</b>	775,748.79	0.00	6,476,399.00
<b>TOTAL OTHER PERSONAL SERVICES</b>	341,530.61	42,226.39	16,896,577.00
<b>TOTAL EXPENSES</b>	238,739.15	15,906.28	2,023,138.00
<b>TOTAL CAPITAL OUTLAY</b>	40,992.30	5,043.43	193,750.00
<b>TOTAL FIXED CAPITAL OUTLAY</b>	0.00	13,618.00	0.00
<b>TOTAL INTERAGENCY</b>	223,024.00	0.00	7,839,423.00
<b>TOTAL RESERVES</b>	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>1,620,034.85</u>	<u>76,794.10</u>	<u>33,429,287.00</u>
<b>NET INCOME</b>	<u>(214,011.55)</u>	<u>(76,794.10)</u>	<u>0.00</u>

\*Beginning of Fiscal Year; Revenues budgeted

Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	577,225.13	0.00	13,247,647.00
<b>EXPENSES</b>			
<b>TOTAL SALARIES AND BENEFITS</b>	471,712.32	0.00	3,541,103.00
<b>TOTAL OTHER PERSONAL SERVICES</b>	24,253.23	6,176.68	798,118.00
<b>TOTAL EXPENSES</b>	188,757.57	5,026.94	1,199,930.00
<b>TOTAL CAPITAL OUTLAY</b>	12,192.30	5,043.43	138,000.00
<b>TOTAL FIXED CAPITAL OUTLAY</b>	0.00	13,618.00	0.00
<b>TOTAL INTERAGENCY</b>	0.00	0.00	280,456.00
<b>TOTAL RESERVES</b>	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>696,915.42</u>	<u>29,865.05</u>	<u>5,957,607.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>(29,865.05)</u>	<u>7,290,018.00</u>

\*remaining balance to be covered by Reserves

Fund 03: Lobbyist Registration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	560.00	0.00	0.00
<b>EXPENSES</b>			
<b>TOTAL SALARIES AND BENEFITS</b>	623.40	0.00	0.00
<b>TOTAL OTHER PERSONAL SERVICES</b>	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	0.00	0.00	0.00
<b>TOTAL CAPITAL OUTLAY</b>	0.00	0.00	0.00
<b>TOTAL FIXED CAPITAL OUTLAY</b>	0.00	0.00	0.00
<b>TOTAL INTERAGENCY</b>	0.00	0.00	0.00
<b>TOTAL RESERVES</b>	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>623.40</u>	<u>0.00</u>	<u>0.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

\*remaining balance to be covered by Reserves

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	4,250,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	29,956.52	0.00	4,250,000.00
TOTAL EXPENSES	0.00	0.00	2,750.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>29,956.52</u>	<u>0.00</u>	<u>4,252,750.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(2,750.00)</u>

\*Expenses to be covered by Carryover from FY 2014 / Fund Balance

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	1,430,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	7,674.10	0.00	1,430,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>7,674.10</u>	<u>0.00</u>	<u>1,430,000.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

\*Expenses to be covered by Carryover from FY 2014 / Fund Balance

Fund 06: Springs Restoration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	8,123,660.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	275.25	0.00	691,800.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	4,905,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	4,325,100.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>275.25</u>	<u>0.00</u>	<u>9,921,900.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(1,798,240.00)</u>

\*Revenues budgeted

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 07: Local Revenue	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	70,000.00	0.00	70,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	70,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>70,000.00</u>
<b>NET INCOME</b>	<u>70,000.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	2,000,980.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	87,504.50	0.00	732,724.00
TOTAL OTHER PERSONAL SERVICES	52,327.90	8,264.30	2,376,000.00
TOTAL EXPENSES	230.97	0.00	25,750.00
TOTAL CAPITAL OUTLAY	0.00	0.00	5,000.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	94,000.00	0.00	100,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>234,063.37</u>	<u>8,264.30</u>	<u>3,239,474.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>(8,264.30)</u>	<u>(1,238,494.00)</u>

\*DEP Reimbursement Grant for Expenses

Fund 10: Florida Forever & P-2000	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	363,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	1,865.37	0.00	47,385.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	923,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>1,865.37</u>	<u>0.00</u>	<u>970,385.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(607,385.00)</u>

\*Expenses to be covered by Carryover from FY 2014 / Fund Balance

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 11: FEMA FY 2009	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	5,995.25	0.00	14,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	5,995.25	0.00	14,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>5,995.25</u>	<u>0.00</u>	<u>14,000.00</u>
NET INCOME	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 13: WMLTF / Operations	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	586,914.85	0.00	2,287,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	90,078.65	0.00	613,197.00
TOTAL OTHER PERSONAL SERVICES	47,388.40	0.00	887,900.00
TOTAL EXPENSES	48,483.13	10,879.34	407,208.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	178,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>185,950.18</u>	<u>10,879.34</u>	<u>2,086,805.00</u>
NET INCOME	<u>400,964.67</u>	<u>(10,879.34)</u>	<u>200,195.00</u>

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	7,635.00	0.00	453,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	81,659.40	0.00	588,021.00
TOTAL OTHER PERSONAL SERVICES	4,103.75	27,785.41	58,000.00
TOTAL EXPENSES	596.03	0.00	46,000.00
TOTAL CAPITAL OUTLAY	28,800.00	0.00	50,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	15,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>115,159.18</u>	<u>27,785.41</u>	<u>757,771.00</u>
NET INCOME	<u>0.00</u>	<u>(27,785.41)</u>	<u>(304,771.00)</u>

\*grant funding and Fund 01 (General Fund) to cover expenses

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 16: Delineated Areas	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	7,844.58	0.00	37,814.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,711.00
TOTAL EXPENSES	0.00	0.00	4,500.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>7,844.58</u>	<u>0.00</u>	<u>44,025.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(44,025.00)</u>

\*Salaries/Benefits to be covered by Reserves

Fund 17: License & Permit Fees	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	12,285.59	0.00	75,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	34,185.32	0.00	224,355.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,548.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>34,185.32</u>	<u>0.00</u>	<u>225,903.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(150,903.00)</u>

\*Salaries/Benefits to be covered by Reserves

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	227,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>227000</u>
NET INCOME	<u>0.00</u>	<u>0.00</u>	<u>(227,000.00)</u>

Fund 44: Surface Water Improvement	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	210.06	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	6,300.00
TOTAL EXPENSES	210.06	0.00	337,000.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	400,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>210.06</u>	<u>0.00</u>	<u>743,300.00</u>
NET INCOME	<u>0.00</u>	<u>0.00</u>	<u>(743,300.00)</u>

Fund 45: FEMA FY 2010	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	920.00	0.00	339,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	920.00	0.00	339,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>920.00</u>	<u>0.00</u>	<u>339,000.00</u>
NET INCOME	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

**November 30, 2014**

Fund 48: FEMA FY 2011	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	79,013.00	0.00	285,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	79,013.00	0.00	285,000.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>79,013.00</u>	<u>0.00</u>	<u>285,000.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 51: District Ag Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	24487.79	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	40,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>24487.79</u>	<u>0.00</u>	<u>40000</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(40,000.00)</u>

\*expenses covered by Reserves

Fund 53: District River Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	146.25	0.00	130,000.00
TOTAL EXPENSES	461.39	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	129,024.00	0.00	2,203,367.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>129,631.64</u>	<u>0.00</u>	<u>2,333,367.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>(2,333,367.00)</u>

\*expenses covered by Reserves

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**  
**November 30, 2014**

Fund 54: FEMA FY 2012	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	24,416.92	0.00	362,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	24,416.92	0.00	362,000.00
<b>TOTAL EXPENSES</b>	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>24,416.92</u>	<u>0.00</u>	<u>362,000.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 55: FEMA FY 2013	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	40,847.50	0.00	129,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	40,847.50	0.00	129,000.00
<b>TOTAL EXPENSES</b>	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>40,847.50</u>	<u>0.00</u>	<u>129,000.00</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

## MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Director, Administration and Operations  
DATE: December 29, 2014  
SUBJECT: Land and Facilities Operations Activity Summary

Perpetual Contracting, LLC began work October 23, 2014, in the Mallory Swamp Tract to finish the public road maintenance that began in FY2014.

Staff continued the review of three conservation easements during the past month:

- Ace Ranch – Lafayette County (Staff prepared and mailed a certified letter ordering compliance; requested work is to be completed in 90 days.)
- Deep Creek – Columbia County (Bill McKinstry has reviewed the digital line work and revised some of the work based on District data. Staff will determine a course forward for this CE).
- Jennings Bluff – Hamilton County (Dave Dickens, Bob Heeke, Bill McKinstry and Leroy Marshall discussed potential solutions of the issues. Bill will finalize a recommendation to the owner and begin negotiations to bring the CE into compliance.)

No prescribed fire activities were conducted during this report period.

Featured site and dispersed recreation contractors are busy maintaining District lands for Fiscal Year 2014/2015, contractors are using the winter-season rates.

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.

/bmp

## LAND AND FACILITIES OPERATIONS

### Timber

#### Timber Sales

Harvesting commenced on the Steinhatchee Rise Timber Sale on December 3, 2014. Staff is coordinating the execution of the Steinhatchee Springs #12 and Mill Creek North # 4 Timber Sale contracts.

Tract	Contract	Acres	Tons Harvested	Revenue	Completion Date
Little River #4	13/14-134	478	17,854	\$98,905	October 6, 2014
Steinhatchee Rise #2	13/14-229	70	0		August 30, 2015
Little Shoals #4	14/15-023	129	0		October 30, 2015
Steinhatchee Springs #12		78			
Mill Creek #4		211			

## MEMORANDUM

TO: Governing Board

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

DATE: December 29, 2014

RE: Approval to Enter into Contracts for the January 2015 Agricultural Cost-Share Program

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into contracts for the January 2015 Agricultural Cost-Share Program with two applicants.**

### BACKGROUND

The Governing Board authorized \$1,500,000 for agricultural water conservation cost-share activities Districtwide for Fiscal Year 2014/2015. The activities include irrigation retrofits, water conservation technologies, and water savings pilot projects.

The District received five applications for the January 2015 period, accepted between November 15, 2014 and December 15, 2014. Three of the applications will be approved under the Executive Director's signing authority. Two applications require Governing Board approval, including seven center pivot retrofits which are estimated to reduce groundwater pumpage by 84 million gallons of water annually. The three applications approved by the Executive Director had an estimated savings of 76 million gallons annually. The combined total for all five applications is a groundwater savings of 160 million gallons annually or 0.44 million gallons per day.

In addition to the retrofits, this funding request includes:

- fourteen Mobile Irrigation Lab Evaluations, and
- one pump upgrade to reduce pumping pressure and capacity, which will improve application uniformity and reduce water usage.

The total District cost share recommended for Governing Board approval for January 2015 is \$54,000. This would bring the total District cost share funds to be dispersed cumulatively in Fiscal Year 2014/2015 to \$663,390. The total grower portion for these items will be \$382,404 or 45% of the equipment cost.

Attachment A is a list of the proposed recipients, proposed funding amounts, and best management practices.

KW/dd  
attachment

Attachment A

Owner Name	County	Estimated District Cost-Share	Center Pivot Retrofits	Pump Upgrade	Mobile Irrigation Lab Evaluations
Suwannee Farms, LLC	Suwannee	\$50,000	7		14
Billy Jackson	Suwannee	\$4,000		1	
	<b>Total Estimated</b>	<b>\$54,000</b>	<b>7</b>	<b>1</b>	<b>14</b>

## MEMORANDUM

TO: Governing Board

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

DATE: December 29, 2014

RE: Agricultural Water Use Monitoring Update

# Update on Agricultural Water Use

## BACKGROUND

District permits for agricultural water use contain requirements for water use reporting. On September 11, 2012, the Governing Board approved Directive number GBD12-0003 which established process and criteria for providing District assistance for agricultural water use reporting at wells of 8" diameter or greater. The intent of the Directive was to assist agricultural water users on a voluntary basis as a convenient and unobtrusive alternative to recording, compiling, and transmitting data to the District. It was the further intent of the Directive that water use data be used only for estimation purposes.

Where possible, agricultural water use is estimated using monthly power consumption records provided by the four electrical cooperatives that provide the majority of service to agriculture within the District. Estimation by power use is the most cost-effective method of water use reporting. To date, 226 farmer agreements authorizing the District to receive power usage reports directly from the cooperatives have been signed. Permitting and agricultural cost-share program staff work with monitoring staff to acquire these agreements.

Not all withdrawal points are suitable for estimation using power consumption. Diesel-powered pumps and complex interconnected irrigation systems still require direct methods of monitoring. Staff has installed pressure-sensor devices on 203 withdrawal points to date. Ninety units were installed on wells prior to the implementation of the power use program. Most of these will be moved to diesel sites in 2015, leaving about 5% installed for use in quality-assuring the electrical estimations. Estimations using power consumption are on average within 3% of usage recorded by pressure-sensor devices.

As part of the District's efforts to streamline permitting for water users, the District went online with the St. Johns River Water Management District's e-Permitting tool for water use permitting in September 2014. Staff from both Districts are working to integrate the data management components of the SJRWMD's e-Permitting and SRWMD's Water Use Permitting and Reporting (WUPAR) tools. This integration will allow for more efficient tracking of withdrawal points with monitoring requirements. It will also streamline the steps needed to assemble data sets for delivery to planning and modeling staff.

MW/dd

## MEMORANDUM

TO: Governing Board

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

DATE: December 30, 2014

RE: Approval of a Modification of Water Use Permit 2-121-219205-3, with a 0.0107 mgd Decrease in Allocation, Authorizing the Use of 0.1116 mgd of Groundwater for Agricultural Use at the Donald Chauncey Farm Project, Suwannee County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-121-219205-3, with seventeen standard conditions and four special limiting conditions, to Donald Chauncey, in Suwannee County.**

### BACKGROUND

This is a modification of an existing agricultural water use to irrigate approximately 78 acres of a corn/oats rotation using groundwater. This will be accomplished with two irrigation wells and two center pivots. Staff's evaluation resulted in a 0.0107 mgd reduction in the supplemental irrigation requirement for the project. The permitted allocation has decreased from 0.1223 mgd to 0.1116 mgd in 1-in-10 year drought conditions. Both withdrawal points will be monitored through the reporting of electric consumption. There are no lower quality water sources and there have been no interference/ water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area. The permit application has undergone a complete review in order to receive a five-year permit extension for voluntary implementation of automated monitoring of withdrawals.

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

WATER USE TECHNICAL STAFF REPORT  
 30-Dec-2014  
 APPLICATION #: 2-121-219205-3

**Owner:** Donald Chauncey  
 16617 State Road 51  
 Live Oak, FL 32060-5227  
 (386) 776-1305

**Applicant:** Donald Chauncey  
 16617 State Road 51  
 Live Oak, FL 32060-5227  
 (386) 776-1305

**Agent:** Not Applicable

**Compliance Contact:** Donald Chauncey  
 16617 State Road 51  
 Live Oak, FL 32060-5227  
 (386) 776-1305

**Project Name:** Donald Chauncey Farm (January Board - PE)  
**County:** Suwannee

**Located in WRCA:** No  
**Objectors:** No

**Authorization Statement:**  
 The permittee is authorized to withdraw a maximum of 0.1116 mgd of groundwater for supplemental irrigation of corn/ oats.

**Recommendation:** Approval  
**Reviewers:** Tim Sagul; Jamie Sortevik; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	New Water to Average Daily Rate (Million Gallons Per Day)
0.1116	0.0	-0.0107

**Recommended Permit Duration and Compliance Reporting:** Five-year permit extension, to expire April 22, 2030.

**USE STATUS:** This is an update and modification of an existing agricultural water use; the permit has undergone a complete review in order to receive a five-year permit extension for voluntary monitoring of groundwater withdrawals.

**PROJECT DESCRIPTION:**

112 acres controlled, 78 acres irrigated. The project area consists of two non-adjacent parcels. The southern parcel is 40 controlled acres, 39 acres irrigated, located approximately 5.5 miles north of Mayo, 0.5 miles west of SR-51, in Suwannee County. The northern parcel is 72 controlled acres, 39 acres irrigated, located approximately 6 miles north of Mayo, on the west side of SR-51, in Suwannee County.

Groundwater is used to irrigate approximately 78 acres of a corn/ oats crop rotation using center pivots. No lower quality water sources exist on the project.

The permittee has elected to report electrical consumption to fulfill the water use reporting requirements of special condition 18.

**WATER USE CALCULATIONS:**

The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:

Corn grown March 20 to September 1: 13.58 inches/ year  
Oats grown October 1 to March 1: 5.66 inches/ year

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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 has received no reports of interference, therefore, the continued water use is not expected to 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. Use of water for agricultural purposes is consistent with the public interest.

**Will this use be in such a quantity that is necessary for economic and efficient use?**

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

Yes. Based on the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS), the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following water conservation measures: checking system often for leaks and fixing any as needed, retrofitting irrigation systems older than five years, delivering water via buried pipe to reduce damage potential, using operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, employing conservation tillage in the target area, growing covered crops in the target area, and watering only at night and when the wind is less than 5 mph when feasible.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amounts.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**

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

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**

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

No. The use is not expected to harm to offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upcoming, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**

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

No. There are no significant wetland systems on or proximate to the project and the permitted allocation is relatively small. Therefore, staff determined harm to the water resources of the area is not expected.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.?**

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

Yes. The proposed withdrawals will not contribute to a violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.?** [ref. 40B-2.301(2)(i)]

No. The project will not use water reserved by the Governing Board pursuant to subsection 373.223(4), F.S.

**WITHDRAWAL POINT INFORMATION:**

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
122019	Well No. 2	10	560	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
122020	Well No. 1	8	350	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

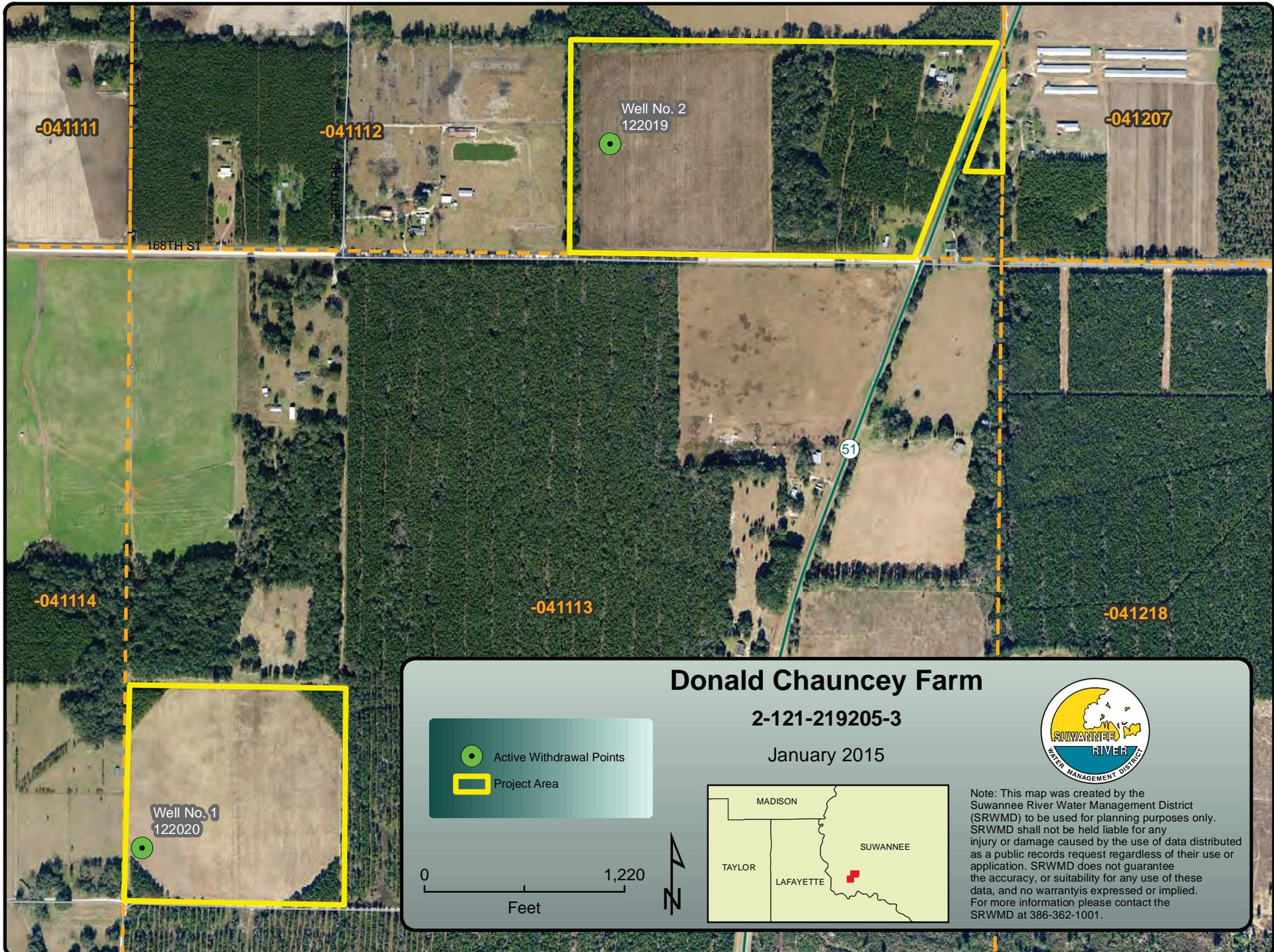
**Conditions**

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **4/22/2030**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 **(2-121-219205-3)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater 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 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.
19. 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.
20. 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.
21. The permittee is authorized to withdraw a maximum of 0.1116 mgd of groundwater for supplemental irrigation of corn/ oats. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



# Donald Chauncey Farm

2-121-219205-3

January 2015



-  Active Withdrawal Points
-  Project 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.

MEMORANDUM

TO: Governing Board

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

DATE: December 30, 2014

RE: Authorization for the Executive Director to Enter into a Contract with Alligator Creek Wetland Mitigation Bank, LLC Regarding the Starke Bypass/State Road 223 Wetland Mitigation Project.

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Alligator Creek Mitigation Bank, LLC Regarding the Starke Bypass/State Road 223 Wetland Mitigation Project in an amount not to exceed \$2,980,000.**

BACKGROUND

In March 2014, the Governing Board approved the amended Florida Department of Transportation (FDOT) Mitigation Plan which authorized the District to mitigate for the wetland impacts associated with FDOT's Starke Bypass/State Road 223. The procurement process included requesting Letters of Interest and then a Low Bid Design-Build process in order to select a mitigation plan and Design Build Firm to offset 58.47 acres of wetland impacts within the vicinity of the Starke Bypass/State Road 223 since there are no mitigation banks available for use in the area of the project.

The District received three Letters of Interest with qualification packages on September 19, 2014 of which two were considered responsive. The two responsive Design-Build firms were shortlisted to participate in the final Request for Proposal (RFP) process. The following price proposals were submitted along with Technical Proposals on December 2, 2014:

Alligator Creek Mitigation Bank, LLC:	\$2,980,000.00
Anderson Columbia, Inc.:	\$5,499,999.99

After discussion of the firms Price and Technical Proposals with the Technical Review Committee for this process, the Selection Committee unanimously chose the following responsive lowest bidder on December 19, 2014:

Alligator Creek Mitigation Bank, LLC

District staff has now completed this process and recommends to the Governing Board that the successfully responsive low bidder, Alligator Creek Wetland Mitigation Bank, LLC enter into a contract with the District.

The District proposes entering into a contract not to exceed the amount of \$2,980,000. The funding will be provided by FDOT as per Florida Statute 373.4137.

PJW/tm

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: December 30, 2014

RE: Approval of Florida Department of Transportation Mitigation Plan  
2015-2019

### RECOMMENDATION

## **Staff requests that the Governing Board approve the Florida Department of Transportation (FDOT) Mitigation Plan 2015-2019.**

### BACKGROUND

Florida Statute 373.4137 identifies an environmental mitigation process for transportation projects. The statute requires that mitigation for transportation projects be accomplished through regional, long-term planning instead of on a project-by-project basis. The statute also requires that FDOT fund the mitigation and the District carry out the plans.

Each year, FDOT submits a work plan to the District that identifies environmental impacts from planned transportation projects. District staff is required to develop a mitigation plan capable of securing all state and federal permits for the impacts. The mitigation plan must be updated each year for approval by the District's Governing Board.

This approved plan forms the basis of permit review by the District for state road projects during the year. Along with adequate mitigation, the District is also responsible for securing the Army Corps of Engineers permit, if applicable.

This year's plan lists provides monitoring updates on old projects and provides the status of the Starke Bypass Wetland Mitigation Project which is ongoing. Location of impacts and additional mitigation information is in the attached report.

PW/tm

**Florida Department of Transportation  
Mitigation Plan**

**2015 - 2019**

**Suwannee River Water  
Management District**

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## **EXECUTIVE SUMMARY**

In accordance with 373.4137, Florida Statutes, the Suwannee River Water Management District (District) must develop and implement regional, long-range mitigation planning for wetland impacts associated with Florida Department of Transportation (FDOT) projects.

The FDOT has no new projects in 2015.

A total of 14 wetland mitigation projects have been initiated since 1996, 12 of which have been completed. The District has received a sum total of \$3,080,856 from FDOT for wetland mitigation activities.

## **BACKGROUND INFORMATION**

Section 373.4137, Florida Statutes, states that environmental mitigation for the impact of transportation projects proposed by the FDOT can be more effectively achieved by regional, long-range mitigation planning rather than on a project-by-project basis. The statute sets forth specific language designed to provide funding to the Florida Department of Environmental Protection (FDEP) and the water management districts (WMDs) to develop mitigation to offset wetland impacts from FDOT road projects. The FDOT must submit to the WMDs an environmental impact inventory containing a list of projects with proposed wetland impacts. The list is published at least three years prior to planned construction. Based on the yearly inventory, WMD staff develops a mitigation plan capable of securing all local, regional, state, and federal permits for the proposed impacts.

The statute requires each WMD in consultation with the FDEP, the United States Army Corps of Engineers, and other appropriate federal, state, and local governments, to develop a mitigation plan for presentation to the Governing Boards of the WMD's for approval before March 1<sup>st</sup> each year. Once the mitigation plan is approved, the WMDs issue permits for the work, apply for Army Corps of Engineers permits, and implement mitigation projects as outlined in the mitigation plan.

FDOT wetland impacts in the District have or will occur in the river basins of the Santa Fe, Withlacoochee, Waccasassa, Steinhatchee, Fenholloway, Econfina, and Suwannee Rivers (Figure 1). This mitigation plan is designed to provide in-kind mitigation for impacted wetlands within the same basin the impacts occur. The plan consists of one or more mitigation alternatives for each FDOT project (Figure 2). In some cases, alternatives include more than one mitigation project that, when taken together, yield an alternative that will offset the FDOT impacts and secure the appropriate permits.

Mitigation planning projects undertaken since February of 2004 have used the Uniform Mitigation Assessment Method, in accordance with chapter 62-345, F.A.C., to calculate the gain for each mitigation proposal. For these projects, the Relative Functional Gain of the proposed mitigation is used in place of wetland mitigation ratios.

## **NEW MITIGATION PROJECTS**

There are no new projects on the environmental inventory at this time.

## **ONGOING MITIGATION PROJECTS**

- 1) FDOT Project: Starke By-Pass Project (SR 223)  
Mitigation Project: In Planning.

New roadway corridor which will bypass around the City of Starke in Bradford County. Project was determined to impact 58.47 acres of wetlands with 47.0 UMAM credits required. A Wetland Mitigation Project to offset these impacts was advertised under a Low Bid Design-Build procedure. The District has reviewed the Price and Technical Proposals from the two shortlisted design-build firms. The Selection Committee has recommended Alligator Creek Mitigation Bank, LLC as the selected Design-Build Firm. The Governing Board will make a decision on entering into a contract with the recommended Design-Build Firm at their January 13, 2015 meeting.

- 2) FDOT Project: CR 241 Bridge Replacement over Olustee Creek  
Mitigation Project: In Planning.

Replacement of CR 241 bridge over Olustee Creek in Columbia County. Project was originally determined to impact approximately 2.0 acres of wetlands. As of December, 2014, FDOT has not determined the actual wetland impact on this project, but it appears that the impacts may be less than 0.5 acres which may qualify the project for a General Permit. If the project does not qualify for a General Permit, mitigation will most likely take place on public lands within the Santa Fe Basin.

## **COMPLETED MITIGATION PROJECTS**

### **AUCILLA RIVER BASIN**

- 1) FDOT Project: US 98 Aucilla Bridge Replacement  
Mitigation Project: San Pedro Bay Mitigation Bank

Replacement of US 98 bridge across Aucilla River impacted 5.7 acres of wetlands. Mitigation included purchase of mitigation credits from San Pedro Bay Mitigation Bank, and water quality improvements for District owned Cabbage Grove and Mt. Gilead tracts. Mitigation credits (0.87 units) were purchased in November 2010, by the District using a total of \$43,500 in funding received from the FDOT.

## UPPER SUWANNEE RIVER BASIN

- 1) FDOT Project: CR 143 Road Widening  
Mitigation Project: Woods Ferry Hydrologic Enhancements

Widening of CR 143 in Hamilton County from CR 146 to I-75 impacted approximately 1.23 acres of wetlands. District contracted with consultants to identify, evaluate, and construct mitigation activities within District-owned Woods Ferry Tract in Suwannee County. Mitigation involved hydrologic enhancement of seven wetland sites by improving drainage features to restore natural water flow. Mitigation activities were completed in November 2006. District received \$110,970 from FDOT. Evaluation of mitigation success was conducted by Jones, Edmunds and Associates in 2010 and shown to have met mitigation requirements.

## WACCASSASSA RIVER BASIN

- 1) FDOT Project: SR 24 Widening from U.S. 19 to Rosewood  
Mitigation Project: Devil's Hammock Hydrological Enhancement and Preservation

Widening of SR 24 in Levy County impacted 9.95 acres of wetlands. The District contracted with consultants to identify, evaluate, and construct mitigation activities within District-owned Devils Hammock in Levy County. Mitigation provided hydrologic enhancement of multiple wetland sites by improving drainage features to restore natural water flow. Mitigation activities were completed in January 2007. District received \$180,913 from FDOT. Evaluation of mitigation success was conducted by Jones, Edmunds and Associates in 2010 and shown to have met mitigation requirements.

- 2) FDOT Project: US 27/SR 500 Widening  
Mitigation:
  1. Cedar Key Water Quality Restoration Project
  2. Cow Creek Road Restoration
  3. Wetland Preservation

Widening of US 27/SR 500 from Chiefland to Bronson impacted 23.0 acres of wetlands. Mitigation involved improvements to the Cedar Key storm water system to prevent discharge of sediments, nutrients, bacteria, and heavy metals into the Gulf of Mexico. In addition natural water flow into wetlands was restored within the Goethe State Park, and approximately 1,000 acres of wetlands in Levy County were preserved by conservation easements to the District. Mitigation activities were completed in May 2007. District received \$1,713,490 from FDOT. Mitigation success will be evaluated in 2015.

## **SANTA FE BASIN**

- 1) FDOT Project: US 441 Santa Fe River Bridge Replacement  
FDOT Project: SR 121 Santa Fe River Bridge Replacement  
Mitigation Project: Alligator Lake Surface Water Improvement and Management (SWIM) Program

Replacement of the bridges impacted 2.3 acres of wetlands. Mitigation restored natural water flow between wetlands adjacent to Alligator Lake and Price Creek (both in Columbia County). Mitigation activities were completed in March 2001. District received \$60,000 from FDOT. Mitigation success will be evaluated in 2015.

- 2) FDOT Project: CR 231 Road Widening  
Mitigation Project: Floodplain Restoration at San Felasco Hammock State Preserve

Widening of CR 231 in Union County between SR 100 and the Baker County line impacted 1.96 acres of wetlands. Mitigation restored natural water flow, and removal of exotic plant species within wetlands in San Felasco Hammock State Preserve (Alachua County). Construction activities were completed in August 2004, and exotic plant removal was completed in June, 2011. The District received a total of \$166,476 from FDOT for wetland mitigation and a final report from FDEP in January, 2011. Mitigation activities were evaluated in 2013 and deemed to be a success.

- 3) FDOT Project: CR 229 New River Bridge Replacement  
Mitigation: Lake Rowell Tract Restoration/Enhancement

Replacement of CR 229 Bridge over the New River between Union and Bradford counties impacted 2.44 acres of wetlands. Mitigation restored natural water connections between Alligator Creek and Lake Rowell (both in Bradford County). District received \$180,214 from FDOT. Mitigation activities were completed in 2006. Mitigation success was evaluated in 2012. Mitigation activities conducted at the CR 229 Bridge and the Lake Rowell project area were evaluated in 2013 and deemed to be a success.

## **STEINHATCHEE RIVER BASIN**

- 1) FDOT Project: SR 51 Road Widening Taylor County  
Mitigation Project: Steinhatchee River Basin Hydrological Improvements

Widening of SR 51 impacted 3.5 acres of wetlands in 2002. Mitigation restored natural water connections for wetlands in District owned Steinhatchee Springs Tract. District received \$279,174 from FDOT. Mitigation success will be evaluated in 2015.

- 2) FDOT Project: SR 51 Road Widening Taylor and Dixie Counties  
Mitigation Project: San Pedro Bay Mitigation Bank

Widening of SR 51 in Dixie and Taylor Counties from the town of Steinhatchee to the Dixie/Lafayette County line impacted 1.27 acres of wetlands. Mitigation was by purchase of mitigation credits from San Pedro Bay Mitigation Bank. District received \$10,200 from FDOT for mitigation. District purchased 0.6 mitigation credits from San Pedro Mitigation Bank in 2006.

### **WITHLACOOCHEE RIVER BASIN**

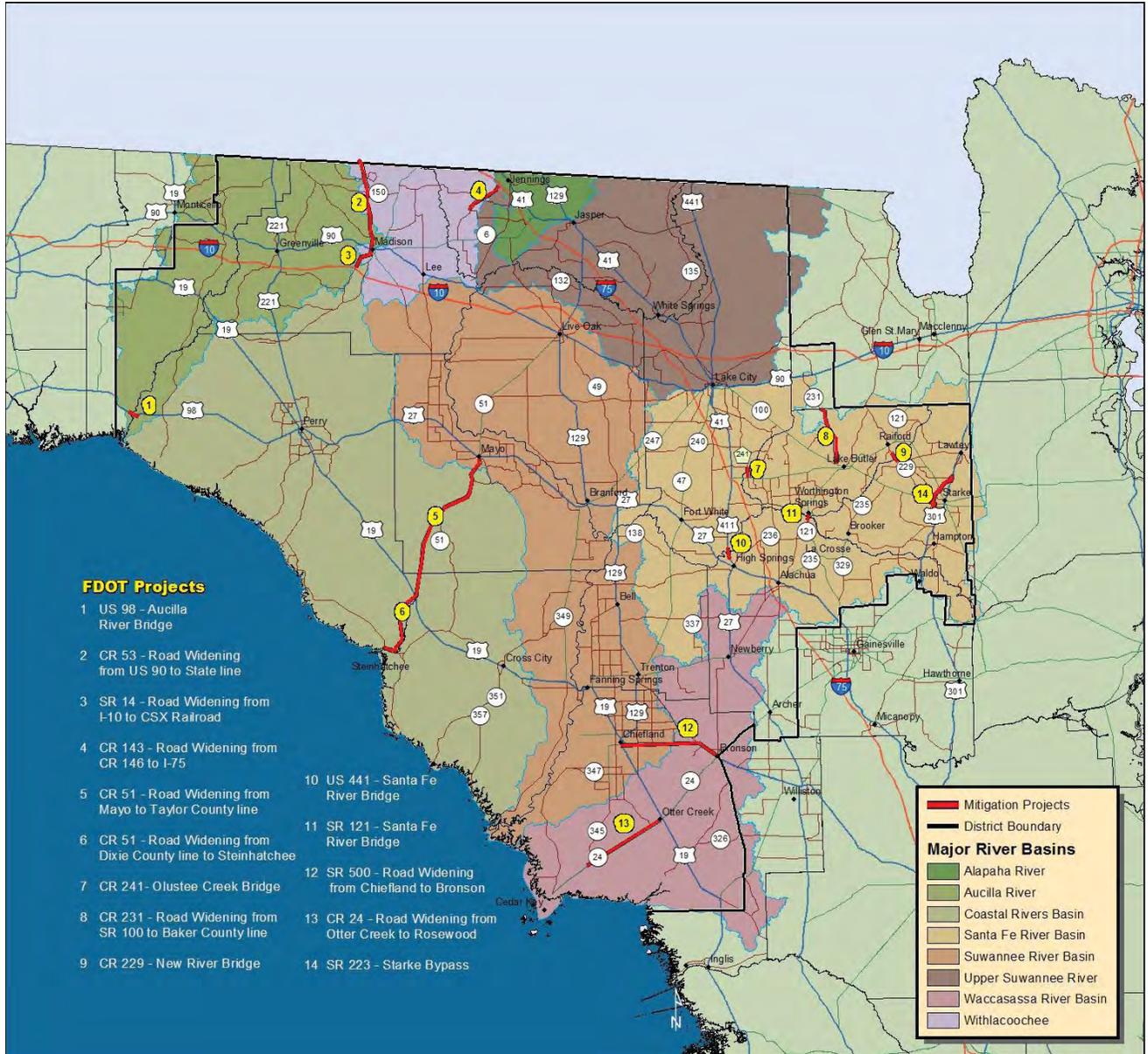
- 1) FDOT Project: CR 53 Road Widening  
Mitigation: West Farm Storm Water Pond Project

Widening of SR 53 impacted 1.6 acres of wetlands. Mitigation created wetland and lake habitat at the West Farm Storm Water Facility in Madison County. Mitigation activities were completed in March 2001. District received \$260,325 from FDOT. Mitigation success will be evaluated in 2015.

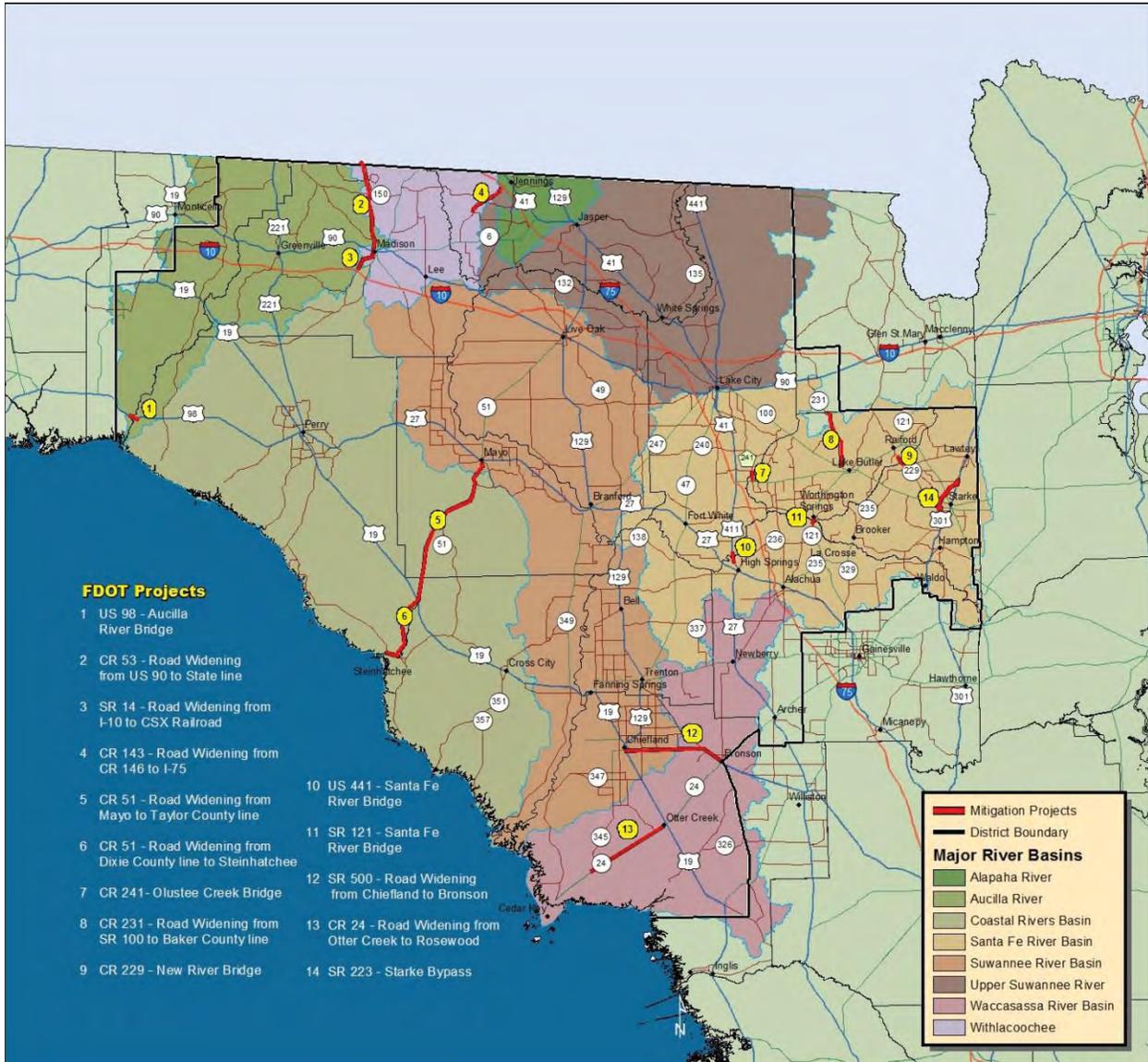
- 2) FDOT Project: SR 14 Widening  
Mitigation Project: Cabbage Grove Wetland Enhancement

Widening of SR 14 between Interstate 10 and the Madison city limits impacted 0.89 acres of wetlands. Mitigation restored natural water flow in wetlands within District owned Cabbage Grove Tract in Taylor County. District received \$75,594 from FDOT. Project was completed in 2006. District conducted operation and maintenance improvements at this site in December 2011. Mitigation success will be evaluated in 2015.

**Figure 1. General location of FDOT construction projects within SRWMD requiring wetland mitigation.**



**Figure 2. General location of wetland mitigation sites within SRWMD for FDOT construction projects.**



**TABLE 1. FDOT CONSTRUCTION PROJECTS WITH WETLAND IMPACTS AND ASSOCIATED MITIGATION PROJECTS.**

<i>River Basin</i>	<i>FDOT Project Location</i>	<i>FDOT Work Number</i>	<i>ERP Number</i>	<i>Impact Acres</i>	<i>Wetland Type</i>	<i>Mitigation Project</i>	<i>Revenue from FDOT</i>	<i>Total Funds Expended</i>
<b>Aucilla</b>	US 98 Aucilla River Bridge	2108732	10-0057	5.70	Forested	San Pedro Bay Mitigation Bank	\$43,500	\$43,500
<b>Santa Fe</b>	1. US 441/Santa Fe River Bridge and SR 121 Santa Fe River Bridge	2110486	00-0067	1.00	Forested	Alligator Lake Surface Water Improvement and Management Program (SWIM)	\$60,000	\$60,000
		2110344	99-0069	1.30	Forested			
	2. CR.231 Road Widening from S. R. 100 to the Baker County Line	2128801	02-0497	1.96	Forested	Cellon Creek Floodplain Restoration at San Felasco Hammock State Preserve	\$166,476	\$72,180
	3. CR. 229 New River Bridge	2128761	03-0089	2.44	Forested	Lake Rowell Tract Restoration/Enhancement	\$180,214	\$180,214
	4. CR 241 Over Olustee Creek Bridge Replacement	2116631	TBD	2.00	Forested	TBD	TBD	TBD
	5. SR 223 Starke Bypass	2080014,5,6	TBD	58.47	Forested	TBD	TBD	TBD
<b>Steinhatchee</b>	1. SR 51 Widening from Mayo to Taylor County Line	2100751 2100851	06-0600	3.50	Herbaceous	Restoration of areas impacted by silviculture activities on District property (Steinhatchee Falls)	\$279,174	\$279,174
	2. SR 51 Widening Steinhatchee to Dixie/Taylor County Line	2108502 2084662	05-0597	1.27	Herbaceous	San Pedro Bay Mitigation Bank credits	\$10,200	\$10,200
<b>Upper Suwannee</b>	CR 143 Widening from CR 146 to I-75	2122181	05-0081	1.23	Herbaceous and Forested	Woods Ferry Hydrologic Enhancements	\$110,970	\$53,848
<b>Waccasassa</b>	1. US 27 Widening from Chiefland to Bronson	2117089	96-0039	23.00	Forested	A. Upgrade of storm water management system to improve water quality in Cedar Key	\$1,713,490	\$1,713,490
						B. Cow Creek restoration in Goethe State Forest		
						C. Wetland preservation in Levy County		
	2. SR 24 Widening from Otter Creek to Rosewood	210384	04-0477	9.95	Forested	Devil's Hammock/47 Runs Enhancement/Restoration	\$180,913	\$190,694
<b>Withlacoochee</b>	1. CR 53 Road Widening from US 90 to State Line	2117565	98-0041	1.60	Forested and Herbaceous	West Farm Storm water Project	\$260,325	\$260,325
	2. SR 14 Road Widening from I-10 to CSX Railroad	2105281	02-0528	0.90	Forested and Herbaceous	Cabbage Grove Wetland Enhancement	\$75,594	\$46,459
							<b>\$3,080,856</b>	<b>\$2,910,084</b>

MEMORANDUM

TO: Governing Board

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

DATE: December 30, 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 November 2014 and program totals from January 2011 to November 2014.

	<b>Exemption Requests</b>	<b>Noticed Generals</b>	<b>Generals</b>	<b>10-2 Self Certifications</b>	<b>Individuals</b>	<b>Conceptuals</b>	<b>Total</b>
<b>Applications received in November</b>	3	0	6	5	7	0	21
<b>Permits issued in November</b>	5	0	0	5	4	0	14
<b>Inspections in November</b>	0	0	2	4	6	0	13
<b>Total permits issued</b>	187	296	272	83	96	9	943

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

<b>File Number</b>	<b>Project Name</b>	<b>County</b>	<b>Issue Date</b>
ERP-125-208676-5	New River Landfill Improvements Modification #4	Union	11/4/2014
ERP-001-209917-2	Fletcher Center West	Alachua	11/17/2014
ERP-047-213296-2	Gibson Park Improvements Modification	Hamilton	11/13/2014
ERP-001-221992-1	Alachua Marketplace	Alachua	11/7/2014

### Water Use Permitting and Water Well Construction Activities

The following table summarizes water use and water well permitting activities during the month of November.

<b>November 2014</b>	<b>Received</b>		<b>Issued</b>
Water Use Permits	15		16
<b>Water well permits issued: 99</b>			
Abandoned/Destroyed	5	Livestock	1
Agricultural Irrigation	13	Monitor	13
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	0
Garden (Non Commercial)	0	Self-supplied Residential	66
Landscape Irrigation	1	Drainage or Injection	0
Commercial or Industrial	0	Remediation Recovery	0

**Rulemaking Schedule  
January 2015**

**40B-1**

General Procedures

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	8/25/2014
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	
Notice of Proposed Rule	
GB Approval of changes	
Send to JAPC/OFARR	
Notice Changes to Rule	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-4 & 40B-400**

ERP and WOD Permitting

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	
Notice of Proposed Rule	
GB Approval of changes	
Send to JAPC/OFARR	
Notice Changes to Rule	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-12**

Lobbying

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	
Notice of Proposed Rule	
GB Approval of changes	
Send to JAPC/OFARR	
Notice Changes to Rule	
Mail to DOS (tentative)	
Effective Date (tentative)	

**MEMORANDUM**

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: December 30, 2014  
RE: Enforcement Status Report

**Matters Staff is attempting to gain compliance without enforcement action**

<b>Respondent</b>	<b>Justin M. Fitzhugh</b>
<b>Enforcement Number / County</b>	<b>CE05-0046 / Columbia</b>
<b>Violation</b>	<b>Non-Functioning Stormwater Management System &amp; Failure to Submit As-Builts</b>
<b>Legal Counsel</b>	<b>Brannon, Brown, Haley &amp; Bullock, P.A.</b>
<b>Date Sent to Legal</b>	<b>July 1, 2010</b>
<b>Target Date</b>	<b>November 2014</b>
<b>Legal Fees to date</b>	<b>\$2,274</b>
<b>Last Update</b>	<b>October 31, 2014</b>

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 has been working on a corrective plan. Staff reviewed a preliminary application on May 8, 2014. An application is to be submitted by November 1, 2014. An application for a 10-2 certification was received by the DEP website on October 24, 2014. **Staff will monitor construction progress to ensure the pond is constructed and functioning as designed.**

<b>Respondent</b>	<b>Richard Oldham</b>
<b>Enforcement Number / County</b>	<b>CE10-0024 / Bradford</b>
<b>Violation</b>	<b>Unpermitted Pond &amp; Deposition of Spoil Material</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 13, 2011</b>
<b>Target Date</b>	<b>December 2014</b>
<b>Legal Fees to date</b>	<b>\$5163.75</b>
<b>Last Update</b>	<b>November 21, 2014</b>

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.

A status conference was held on October 6, 2014. The judge granted Oldham and Nicklas time to meet with District staff to discuss the necessary items required to bring the project into compliance. Staff met with Mr. Oldham at the property on October 26, 2014. They discussed the necessary items required to bring the project into compliance. Mr. Oldham is currently trying to get the equipment to remove the fill. **Staff will monitor the remedial work and keep Board Counsel informed of the remedial work.**

<b>Respondent</b>	<b>Larry R. Sigers</b>
<b>Enforcement Number / County</b>	<b>CE08-0072 / Columbia</b>
<b>Violation</b>	<b>Unpermitted Dredge &amp; Fill</b>
<b>Legal Counsel</b>	<b>Robinson, Kennon &amp; Kendron, P.A.</b>
<b>Date sent to legal</b>	<b>October 5, 2011</b>
<b>Target Date</b>	<b>May 2015</b>
<b>Legal Budget / Legal Fees to date</b>	<b>\$8,600.00/ \$8,848.39</b>
<b>Last Update</b>	<b>October 16, 2014</b>

A Consent Agreement was entered into with Mr. Sigers as a result of violations of District Rules. District Staff met with Mr. Sigers on May 14, 2014, at the subject property to complete the required second annual monitoring event. Mr. Sigers is in the process of replanting areas where vegetation has died. Current water levels prevent the completion of the replanting project; however, volunteer wetland species were noted in abundance during the inspection. Mr. Sigers indicated that he will complete all plantings in accordance with Consent Agreement. **District staff will conduct the third annual monitoring event in May 2015 to determine success of mitigation.**

<b>Respondent</b>	<b>Cannon Creek Airpark</b>
<b>Enforcement Number / County</b>	<b>CE05-0031/ Columbia</b>
<b>Violation</b>	<b>Unpermitted Construction</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>February 2006</b>
<b>Target Date</b>	<b>In Permit Process</b>
<b>Legal Fees to date</b>	<b>\$7,048.50</b>
<b>Last Update</b>	<b>October 31, 2014</b>

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.

District staff met with Columbia County staff on October 29, 2014 to discuss the path forward, including the possibility of modifying the current ERP permit. **Staff will continue to update this report as the process unfolds.**

**Matters the Governing Board has directed staff to take enforcement**

<b>Respondent</b>	<b>Charlie Hicks, Jr.</b>
<b>Enforcement Number / County</b>	<b>CE07-0087 / Madison County</b>
<b>Violation</b>	<b>Unpermitted Construction in Floodway</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 30, 2008</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$23,649.36</b>
<b>Last Update</b>	<b>October 16, 2014</b>

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 in August 2013 for resolution. **The District is in the process of levying on Hick’s real property. This is done by a Sheriff’s sale. The Sheriff has been contacted and the necessary forms have been obtained. The Sheriff’s office has agreed to provide the District with a date for the sale so that the necessary notices can be sent and published.**

<b>Respondent</b>	<b>El Rancho No Tengo, Inc.</b>
<b>Enforcement Number / County</b>	<b>CE05-0017 / Columbia</b>
<b>Violation</b>	<b>Unpermitted Construction</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>January 2006</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$275,274.20</b>
<b>Last Update:</b>	<b>December 30, 2014</b>

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 El 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 3<sup>rd</sup> 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 11<sup>th</sup> Circuit Court of Appeal in Atlanta. The Circuit Court issued an opinion on November 19, 2014 affirming the dismissal of Mr. Hill's bankruptcy case.

At the October 23, 2014 hearing, Judge Parker instructed the District to prepare a proposed Final Summary Judgment. The Final Summary Judgment was accepted by the Court on November 4, 2014. The Judicial Sale is set for December 10, 2014. On November 17, 2014, District counsel received a motion for rehearing sent by Mr. Hill.

The Board tendered a settlement at their December 9, 2014 meeting. Mr. Hill modified the settlement and the Judicial Sale went forward on December 10, 2014. **Mr. Hill filed an appeal of the District's action to the First District Court of Appeal and a motion for a stay during the appeal which also includes objection to the sale. The hearing on the motion to stay is set for January 23, 2015 at 11:00 a.m.**

**Additionally, on December 16, 2014, Mr. Hill filed a Motion to Reconsider with the U.S. Bankruptcy Court in Jacksonville.**

<b>Plaintiff</b>	<b>Jeffrey L. Hill, Sr. and Linda P. Hill</b>
<b>Enforcement Number / County</b>	<b>CE11-0045 / Columbia</b>
<b>Violation</b>	<b>NA</b>
<b>Legal Counsel</b>	<b>SRWMD Insurance Legal Counsel</b>
<b>Date sent to legal</b>	<b>August 2011</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$9,608.50 (direct cost). \$40,282.50 (costs incurred to date from the insurance company. The District will only be responsible for a \$10,000 deductible due at the close of the case).</b>
<b>Last Update</b>	<b>December 30, 2014</b>

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 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. Additionally, Mr. Hill filed a complaint in Federal Court on March 24, 2014.

On October 13, 2014, Plaintiffs filed a Notice for Trial, stating that their case is at issue and ready for trial. In response, on October 24, 2014, Defendant filed an Objection to Plaintiffs' Notice for Trial and requested that the Court set a telephonic case management hearing prior to setting the matter for trial. The grounds for Defendant's objection included the fact that Plaintiffs have not provided Defendant with complete and substantive responses to Defendant's requests to produce and interrogatories, and that Defendant needs additional time to conduct discovery, including taking Plaintiffs' depositions.

A hearing on Defendants' motion to compel discovery is currently set for December 16, 2014. Insurance Counsel is currently working with Plaintiffs to resolve this discovery dispute without the need for a hearing. A hearing on Defendant's motion for final summary judgment was held on December 16, 2014. **Judge Parker granted the District's motion for final summary judgment, which ends the case in full (unless a motion for reconsideration or an appeal is filed).**

<b>Respondent</b>	<b>Jeffrey Hill / Haight Ashbury Subdivision</b>
<b>Enforcement Number / County</b>	<b>CE04-0003 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$13,209</b>
<b>Last Update</b>	<b>October 16, 2014</b>

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. **Staff understands that Columbia County has approved the ILA and it will be returned to the District for signature.**

<b>Respondent</b>	<b>Jeffrey Hill / Smithfield Estates-Phase 1</b>
<b>Enforcement Number / County</b>	<b>CE04-0025 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$13,209</b>
<b>Last Update</b>	<b>October 16, 2014</b>

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. 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. **Staff understands that Columbia County has approved the ILA and it will be returned to the District for signature.**

## MEMORANDUM

TO: Governing Board

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

DATE: December 29, 2014

RE: Authorization to Conduct a Detailed Assessment and Commence Negotiations with Lyme Lafayette Forest Company, LLC, on a 6,713 +/- Acre Conservation Easement in Lafayette County

### RECOMMENDATION

**Staff requests Governing Board authorization to conduct a detailed assessment and commence negotiations with Lyme Lafayette Forest Company, LLC, for a conservation easement on 6,713 acres +/- in Lafayette County.**

### BACKGROUND

Staff received an offer to sell a conservation easement over 6,713 acres +/- in Lafayette County from The Lyme Timber Company on November 21, 2014. A letter from The Lyme Timber Company, the property offer form, a parcel assessment summary, and maps and are attached to this memorandum.

The 6,713-acre +/- Lyme Timber Company Lafayette Tract is adjacent to the northeast boundary of the District's Mallory Swamp lands and included in the boundary of the ongoing Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (Middle Suwannee Project). The Tract exhibits similar hydrologic conditions as the Lafayette Forest and Mallory Swamp lands. The Tract is strategically located to continue the Middle Suwannee Project. The expected project benefits include restoring natural hydrology with dispersed water storage techniques resulting in enhancement of wetlands and aquifer recharge to benefit water supplies and spring flows. Grant funds from the Middle Suwannee Project are expected to be available for analyses and design of the project continuation.

The Lands Committee reviewed the offer at its December 9, 2014, meeting and voted to forward this recommendation to the Governing Board.

JD/rl  
Attachments



23 South Main Street  
Hanover, NH 03755  
(603) 643-3300  
www.lymetimber.com

**VIA E-MAIL**

November 21, 2014

Ann Shortelle, Ph.D.  
Executive Director  
Suwannee River Water Management District  
9225 CR 49  
Live Oak, FL 32060

Re: Conservation Easement Sale, 6,713 Acres adjoining Mallory Swamp, Lafayette County, Florida

Dear Dr. Shortelle:

On behalf of The Lyme Timber Company LP and its affiliate Lyme Lafayette Forest Company LLC ("Lyme"), I am pleased to provide you with the enclosed Property Offer Form for the sale of a conservation easement over our 6,713-acre property in Lafayette County. We enjoyed meeting with you last month and, as you know, we are actively pursuing timberland investments within SRWMD coverage area that might be of interest for further conservation easement acquisitions by SRWMD, DEP, Florida Forest Service or other agencies and conservation organizations.

By way of background, Lyme is a private investment company that focuses on the acquisition and sustainable management of forestland and rural real estate with high conservation value throughout the United States. Since our founding in 1976, we have completed land transactions totaling nearly one million acres. Most recently, in 2013 and 2014 we purchased 72,970 acres of timberland in northwest Florida. Our current portfolio totals approximately 475,000 acres and includes properties in South Carolina, Louisiana, Tennessee, Virginia, Alabama, Delaware, Maine, New York, Florida, Wisconsin, and Quebec.

Lyme has completed conservation easement sales on over 600,000 acres since 2002. We are highly experienced at managing timberland in a sustainable fashion and in compliance with conservation easements. Our forest management has been certified as meeting the criteria of the Sustainable Forestry Initiative (SFI) and/or the Forest Stewardship Council (FSC). - We would expect a conservation easement to extinguish our development rights, require any forest management be done on a sustainable basis and comply with Florida BMPs, eliminate or greatly

reduce any timber harvesting in wet hardwood bottomlands, and possibly require dispersed water storage under an agreed-upon plan.

Thank you for considering our offer. Lyme very much looks forward to working with you on this and potentially other lands within the SRWMD.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Morrow', with a long horizontal flourish extending to the right.

Thomas R. Morrow  
Managing Director

Enclosure

SUWANNEE RIVER WATER MANAGEMNT DISTRICT

PROPERTY OFFER FORM

Owner of Record: Lyme Lafayette Forest Company LLC

Address: 23 South Main Street, Hanover NH 03755

Phone: 603-643-3300 Ext 119

Contact Person: Tom Morrow

Property Description: Lafayette County - 6,713 acres

Legal Description: Attached, Exhibit A of Title Commitment - Legal Description, Exhibit A-1 Maps

River or Other Water Frontage: None- adjoins Mallory Swamp

Physical Access: Frontage on Rt. 349 and Dodge Road running into the property. The property has a well-developed internal road system.

Improvements: None

Title Condition: See attached Title Insurance Commitment

Tax Parcel ID Number(s): Tax Invoices provided

Owner's Current Asking Price: Conservation Easement-\$5,169,010 or \$770 per acre.  
Value is equivalent to 55% of fair market value as evidenced by a May 28, 2014 appraisal indicating a total property value of \$9,400,000.

Signature: 

By: *Lyme Lafayette Forest Company*

**PARCEL ASSESSMENT SUMMARY  
DECEMBER 4, 2014**

**TRACT:** Lyme Timber Company Lafayette Tract Conservation Easement

**SELLER:** Lyme Lafayette Forest Company LLC

**COUNTY:** Lafayette

**RIVER FRONTAGE:** N/A

**ACREAGE:** 6,713 +/- acres

**WATER RESOURCE PROTECTION (4 panel map screening):**

Floodplain: 65% (4,396 +/- acres)

Surfacewater: 49% (3,259 +/- acres)

Aquifer Recharge: 0% (preliminary modeled estimate for typical conditions: 3-10 MGD)

Springs Protection: 0% (upgradient of numerous Middle Suwannee springs)

**TRACT DESCRIPTION:** The 6,713-acre +/- Lyme Timber Company Lafayette Tract is adjacent to the northeast boundary of the District's Mallory Swamp lands and included in the boundary of the ongoing Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (Middle Suwannee Project). The Tract exhibits similar hydrologic conditions as the Lafayette Forest and Mallory Swamp lands. The Tract is strategically located to continue the Middle Suwannee Project. The expected project benefits include restoring natural hydrology with dispersed water storage techniques resulting in enhancement of wetlands and aquifer recharge to benefit water supplies and spring flows. Grant funds from the Middle Suwannee Project are expected to be available for analyses and design of the project continuation.

**ACCESS:** Frontage on Highway 349 and Dodge Road running into the property.

**IMPROVEMENTS:** The owner reports no improvements.

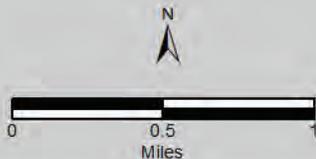
**OUTSTANDING INTERESTS:** There is an outstanding mortgage on the tract which would need to be subordinated to the conservation easement. Any other outstanding interests will be determined during detailed assessment.

**MANAGEMENT:** Lyme Lafayette Forest Company would continue to manage the timber subject to the terms of a conservation easement to include the WRD project (see their offer letter).

**CURRENT ASKING PRICE:** \$5,169,010 or \$770 per acre for a conservation easement.



**Lyme Timber  
Imagery**

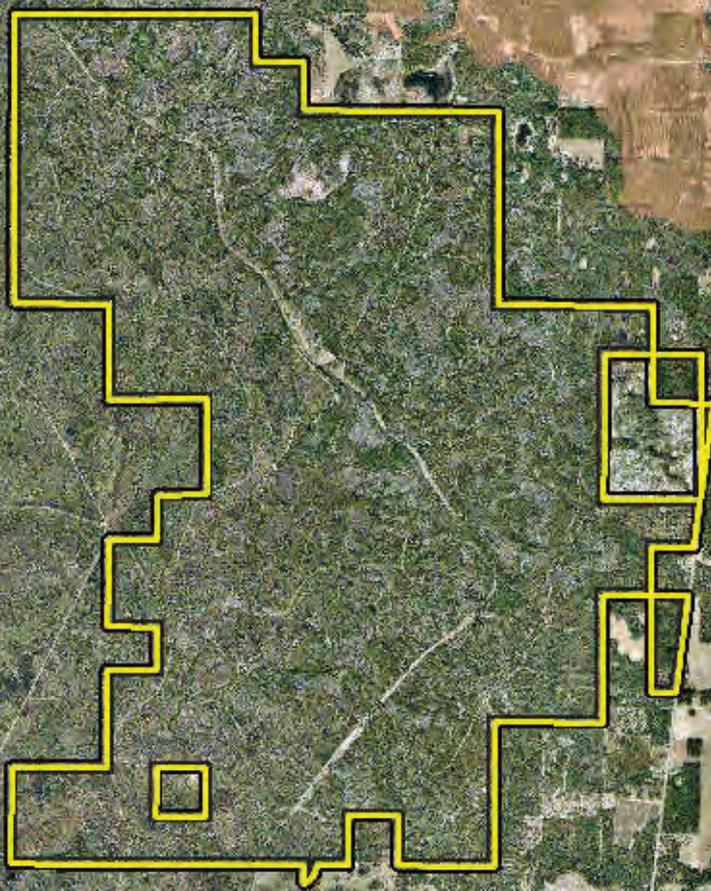


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 12/4/2014

LAF718971  
(LAFAYETTE)

BRANFORD  
SPRING

SHINGLE  
SPRING



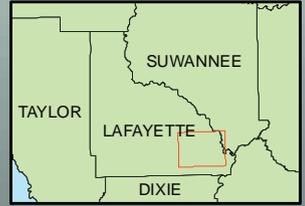
 Project Area

 Aquifer Recharge

### Lyme Timber Aquifer Recharge Protection

Lafayette County

January 2015



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LAF718971  
(LAFAYETTE)

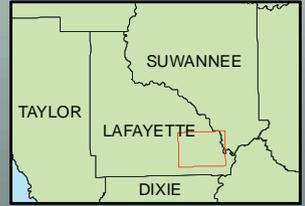
BRANFORD  
SPRING

SHINGLE  
SPRING

 Project Area

 Surface Water 3,259 Acres

**Lyme Timber Surface  
Water Protection**  
Lafayette County  
January 2015



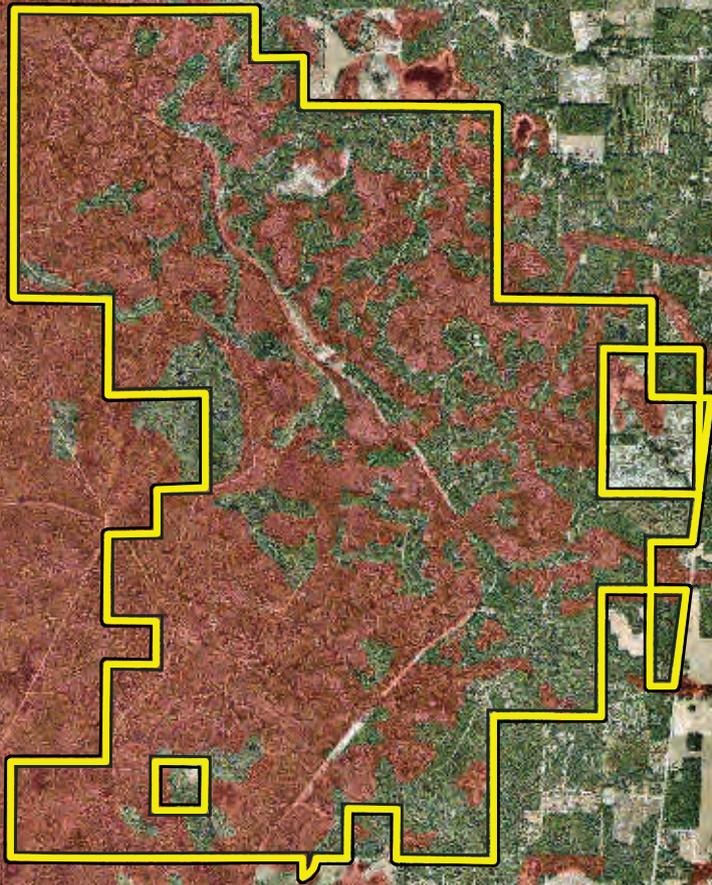
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LAF718971  
(LAFAYETTE)

BRANFORD  
SPRING

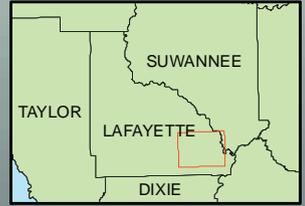
SHINGLE  
SPRING



 Project Area

 Flood Protection 4398 Acres

**Lyme Timber  
Flood Protection**  
Lafayette County  
January 2015



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LAF718971  
(LAFAYETTE)

BRANFORD  
SPRING

SHINGLE  
SPRING

SUWANNEE

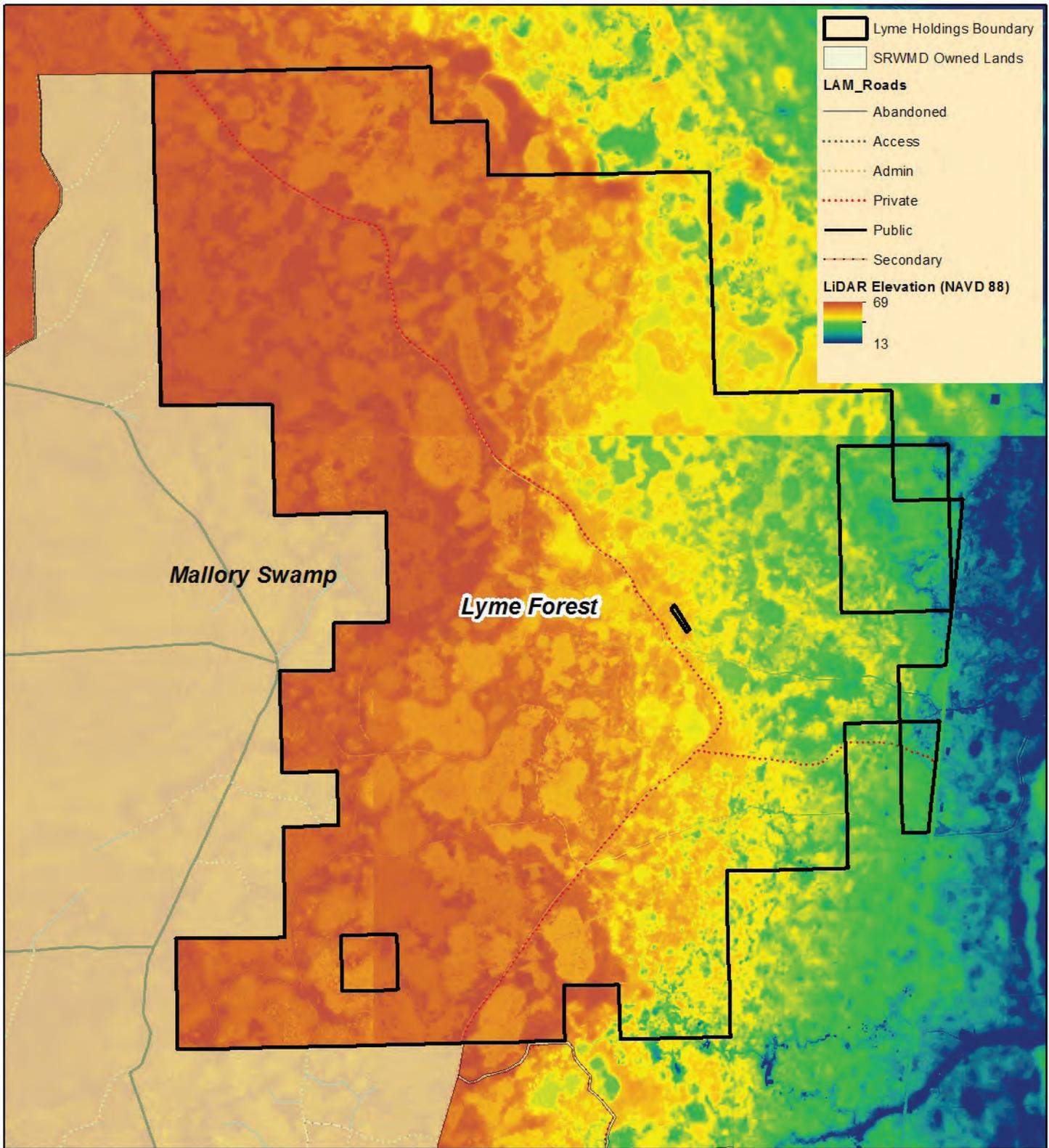
Project Area  
Springs Protection

**Lyme Timber  
Spring Protection**  
Lafayette County  
January 2015



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**Lyme Holdings Boundary**  
 [Thick black line symbol]

**SRWMD Owned Lands**  
 [Light green box symbol]

**LAM\_Roads**

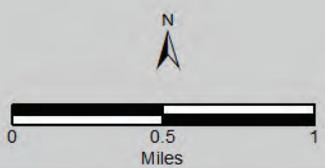
- Abandoned
- ..... Access
- - - - Admin
- ..... Private
- Public
- - - - Secondary

**LiDAR Elevation (NAVD 88)**

69  
 [Color gradient bar from red to blue]

13

**Lyme Timber  
 LiDAR**



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 12/4/2014

## MEMORANDUM

TO: Governing Board

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

DATE: January 2, 2014

RE: Reimbursement Request to the Department of Environmental Protection for the Period of October 1, 2014 through December 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 \$883,594.85 for the period of October 1, 2014 through December 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 Florida Families Budget for Fiscal Year 2013-2014 appropriated \$7,906,800.50 to the District for springs protection and restoration, minimum flows and levels, water supply planning, preacquisition and land management activities. The Governing Board approved Resolutions 2013-21, 2014-01, and 2014-06 encumbering the appropriated funding from Chapter 2013-41, Laws of Florida.

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 \$883,594.85 during the period of October 1, 2014 through December 31, 2014. Amount requested to-date, including this reimbursement request is \$5,761,566.68.

SM/ch

## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: December 29, 2014  
RE: Approval of Springs Grants from the Florida Department of Environmental Protection

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute the Florida Department of Environmental Protection springs grants for the Fanning Springs Water Quality Improvement, Columbia County Water Conservation Initiative, Advance Nutrient Management through Center Pivots, Improved Water Conservation and Nutrient Optimization of Dairy Wastewater, Improved Water Conservation through Center Pivots and Nursery Water Conservation Initiative projects.**

### BACKGROUND

The Suwannee River Water Management District (District) staff contacted local governments and agricultural interests throughout the 15 county area and invited them to submit relevant project concepts. Staff worked with local partners to quantify potential benefits to springs through use of modeling tools and other analyses. The Governing Board hosted a public workshop May 13, 2014, to discuss the proposed projects relevancy to the appropriation, their demonstrable benefit to springs, their readiness to move forward, and their benefits and costs. At the direction of the Board, staff conducted further analyses and revisions followed by additional discussions with stakeholders and potential cooperators. District staff prepared and submitted the proposed projects to the Florida Department of Environmental Protection (DEP) for consideration.

At the August 12, 2014 Governing Board meeting, the Board approved the acceptance of \$8,123,660 from the DEP for nine (9) spring grants subject to approval by the Joint Legislative Budget Commission (LBC). On September 12, 2014, the LBC favorably recommended the DEP Springs Restoration Funding Project Plan that included the nine (9) spring project grants within the District.

Staff has coordinated with DEP on the work plans (see attachment) for the Fanning Springs Water Quality Improvement, Columbia County Water Conservation Initiative, Advance Nutrient Management through Center Pivots, Improved Water Conservation and Nutrient Optimization of Dairy Wastewater, Improved Water Conservation through Center Pivots and Nursery Water Conservation Initiative projects.

SM/rl  
Attachments

DEP AGREEMENT NO. S0794

STATE OF FLORIDA  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1645 OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 County Road 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantee"), Water Management District, to provide financial assistance for the City of Fanning Springs Water Quality Improvement Project.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty (20) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$492,960. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
    - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- E.
    - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement.

In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11.
  - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
  - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

- 12.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to

be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Patricia Sanzone	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-7511
Fax No.:	(850) 245-8434
E-mail Address:	Patricia.sanzone@dep.state.fl.us

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

Abby Johnson	
Suwannee River Water Management District	
9225 County Road 49	
Live Oak, Florida 32060	
Telephone No.:	(386) 647-3129
Fax No.:	(386) 362-1056
E-mail Address:	ajj@srwmd.org

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are

covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

19.
  - A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
  - B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:  
  
\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable  
  
\$300,000 Hired and Non-owned Liability Coverage
  - C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. Land acquisition is not authorized under the terms of this Agreement.
25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Thomas, DEP Grant Manager

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

FEID No.: 59-1520101

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A  
WORK PLAN**

<b>Project Title: City of Fanning Springs Water Quality Improvement Project</b>
<p><b>Project Summary:</b> The project will extend the City of Fanning Springs' recently constructed wastewater collection system. The City adopted a multi-phase plan to expand municipal sewer service throughout the City, which will reduce nitrogen loading to groundwater within the Fanning Springs springshed. This phase of the overall project consists of Service Areas 1 through 4. As part of this phase of the project, approximately 65 septic tank systems will be removed.</p> <p>The estimated nitrogen load reduction to groundwater is 1,300 lbs. N/yr. Fanning Springs is a tourist attraction and recreational resource and directly connects to the Suwannee River.</p> <p>There are no connection fees associated with this phase to extend the sewer collection system to existing homes and businesses. Total project costs are shared between the City of Fanning Springs, a grant from the Florida Department of Economic Opportunity Community Development Block Grant (CDBG) program, the Suwannee River Water Management District (District), and a spring's legislative appropriation through the Florida Department of Environmental Protection (Department).</p> <p><b>Project Location:</b> City of Fanning Springs, Gilchrist and Levy counties (See Service Areas 1-4 in figure at end of work plan.)</p> <p><b>Impacted Watershed Name:</b> Fanning Springs</p> <p><b>Latitude/Longitude:</b> 29.5961/-82.9355</p> <p><b>Hydrologic Unit Code (USGS):</b> 031102050701</p>

<b>Task 1</b>
<p><b>Title: Septic Tank Phase-out/Sewer Extension Construction</b></p> <p><b>Description:</b> This task consists of survey, design, permitting, bidding, engineering construction services, and construction of a sewer extension to Service Areas (SA) 1 through 4. The septic systems will be abandoned properly by the Grantee's contractor. All work for this project will be in the contractual budget category.</p> <p>In the bimonthly progress reports that will be submitted to the Department's Grant Manager, an update will be provided on the status of each subtask as a way to describe any issues or delays encountered or to report everything is on target with the project subtasks.</p> <p>The task consists of the following subtasks for purposes of deliverables and invoicing:</p> <p><b>Subtask A - Survey and Engineering for Service Areas 1 and 4 - \$16,100</b> This subtask consists of survey and engineering work related to Service Areas 1 and 4.</p> <p><b>Subtask B - Survey of Service Areas 2 and 3- \$24,600</b> This subtask consists of survey work related to Service Areas 2 and 3.</p> <p><b>Subtask C - Engineering for Service Areas 2 and 3 - \$20,600</b> This subtask consists of engineering work related to Service Areas 2 and 3.</p> <p><b>Subtask D - Bidding Assistance - \$4,000</b> The City will receive bidding assistance for the construction work to be done in Service Areas 1-4.</p> <p><b>Subtask E - Construction in Service Areas 1 and 4 - \$135,800</b> This subtask covers all construction work from purchase of materials to installation and construction of the sewer lines to proper abandonment of the existing septic systems in Service Areas 1 and 4.</p> <p><b>Subtask F - Construction in Service Areas 2 and 3 - \$262,860</b> This subtask covers all construction work from purchase of materials to installation and construction of the sewer lines to proper abandonment of the existing septic systems in Service Areas 2 and 3.</p> <p><b>Subtask G - Engineering Construction Administration and Construction Observation for Service Areas 2 and 3 - \$21,400</b> Construction administration consists of engineering assistance throughout the project's duration related to Service Areas 2 and 3 work, as well as completion of all necessary reporting for funding approvals and close-out of the project related to these service areas. Applicable work to be done as part of administration includes engineering review of shop drawings, construction meeting attendance, and field reviews. The project final</p>

construction documents related to Service Areas 2 and 3 will be prepared under this subtask, including the as-built drawings and warranty information. Construction observation is the on-site construction inspection services provided and review of the contractor's work done by the overseeing consulting firm to ensure the project work in Service Areas 2 and 3 is accomplished as designed and planned.

**Subtask H – Engineering Construction Administration and Construction Observation for Service Areas 1 and 4 - \$7,600**

Construction administration consists of engineering assistance throughout the project's duration related to Service Areas 1 and 4 work, as well as completion of all necessary reporting for funding approvals and close-out of the project related to these service areas. Applicable work to be done as part of administration includes engineering review of shop drawings, construction meeting attendance, and field reviews. The project final construction documents related to Service Areas 1 and 4 will be prepared under this subtask, including the as-built drawings and warranty information. Construction observation is the on-site construction inspection services provided and review of the contractor's work done by the overseeing consulting firm to ensure the project work in Service Areas 1 and 4 is accomplished as designed and planned.

**Deliverables:**

**Subtask A** - Submission of copies of Service Areas 1 and 4 construction drawings; copies of Service Areas 1 and 4 base surveys; a copy of the Grantee's invoice(s), which will include the consultant's invoice(s) related to the survey and design work done for the Grantee.

**Subtask B** - Submission of Service Areas 2 and 3 base surveys

**Subtask C** - Submission of Service Areas 2 and 3 construction drawings

**Subtask D** – Submission of copy of bid package for Service Areas 1-4; copy of the criteria used in the selection process; copy(ies) of the letter(s) to the selected/awarded bidder(s); copy of the engineering consultant's invoice for assistance with the city's procurement process in hiring contractor(s) for the project construction.

**Subtask E** - Submission of photographs showing before, during, and after construction work related to Service Areas 1 and 4; a copy of the Grantee's invoice(s), which will include the contractor's invoice(s) related to construction in Service Areas 1 and 4 and abandonment of the septic systems in Service Areas 1 and 4; a Licensed Professional Engineer's Certification of completion of construction; a plumber's or Licensed Professional Engineer's Certification of hookups to sewer line

**Subtask F** - Submission of photographs showing before, during, and after construction work related to Service Areas 2 and 3; a copy of the Grantee's invoice(s), which will include the contractor's invoice(s) related to construction in Service Areas 2 and 3 and abandonment of the septic systems in Service Areas 2 and 3; a Licensed Professional Engineer's Certification of completion of construction; a plumber's or Licensed Professional Engineer's Certification of hookups to sewer line.

**Subtask G** – Submission of a copy of the Grantee's invoices from the engineer related to construction administration and the on-site construction inspection services provided and review of the contractor's work done in Service Areas 2 and 3

**Subtask H** – Submission of a copy of the Grantee's invoices from the engineer related to construction administration and the on-site construction inspection services provided and review of the contractor's work done in Service Areas 1 and 4

**Performance Measures:**

**Subtask A** - The Department's Grant Manager will review the construction drawings and surveys to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask B** – The Department's Grant Manager will review the surveys to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask C** – The Department's Grant Manager will review the construction drawings to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask D** – The Department's Grant Manager will review the bid package, contractor selection criteria, and the contractor award letter(s) to make sure they were done within the grant agreement period and to ensure they represent work for this project. The invoice(s) from the city will be reviewed for applicability to the subtask work.

**Subtask E** – The Department's Grant Manager will review the photographic history of the construction work in Service Areas 1 and 4 to ensure the installation of the sewer system and the septic system abandonments are completed as intended. Invoices will be reviewed in addition to ascertain the work completed for this subtask.

**Subtask F** – The Department’s Grant Manager will review the photographic history of the construction work in Service Areas 2 and 3 to ensure the installation of the sewer system and the septic system abandonments are completed as intended. Invoices will be reviewed in addition to ascertain the work completed for this subtask.

**Subtask G** – The Department’s Grant Manager will review the deliverables to ensure the work was completed successfully in Service Areas 2 and 3 and that the administration invoices represent work applicable to what is to be funded for Service Areas 2 and 3.

**Subtask H** – The Department’s Grant Manager will review the deliverables to ensure the work was completed successfully in Service Areas 1 and 4 and that the administration invoices represent work applicable to what is to be funded for Service Areas 1 and 4.

**Timeline:** Each subtask must be completed and deliverable(s) received by the Department before the end of each subtask timeline.

- Subtask A** - Month 1 – Month 2
- Subtask B** - Month 2 – Month 5
- Subtask C** - Month 4 – Month 6
- Subtask D** - Month 6 – Month 7
- Subtask E** - Month 7 – Month 18
- Subtask F** - Month 8 – Month 18
- Subtask G** - Month 8 – Month 18
- Subtask H** - Month 7 – Month 18

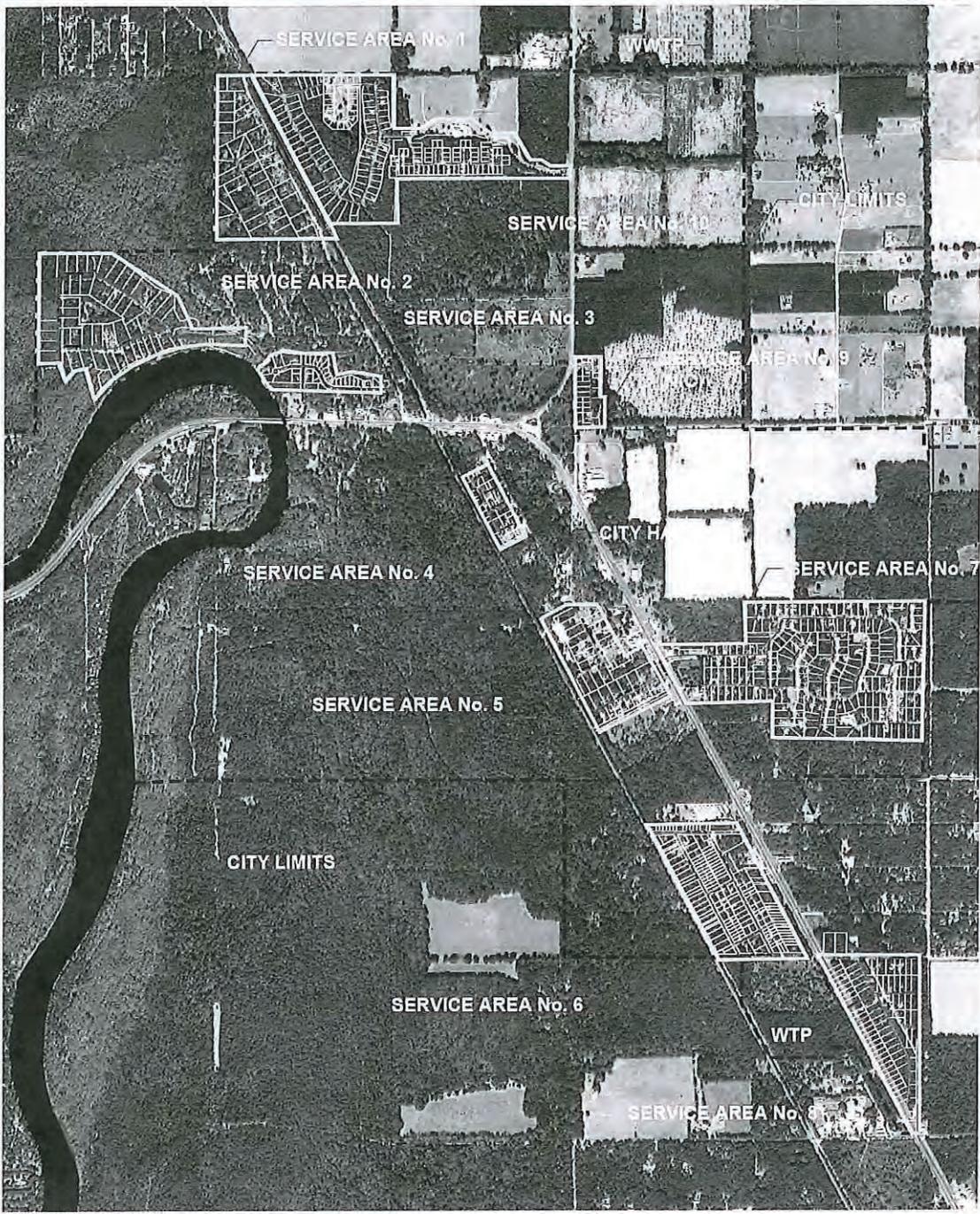
**Budget Narrative:**

It is anticipated that the Grantee will provide \$121,440 and the City of Fanning Springs will provide \$62,000 toward the overall project construction costs beyond the grant funding shown in the budget table. An additional \$600,000 is being provided for this project through a Florida Department of Economic Opportunity Community Development Block Grant (CDBG).

Subtask payment requests must be tied to completion of each subtask and submittal of the associated deliverables, as well as the Department’s acceptance or approval of the deliverables.

<b>Task 1 Budget by Category</b>	<b>Department Funding</b>
<b>Subtask A</b> - Survey and Engineering for Service Areas 1 and 4 (Contractual)	\$16,100.00
<b>Subtask B</b> - Survey of Service Areas 2 and 3 (Contractual)	\$24,600.00
<b>Subtask C</b> - Engineering for Service Areas 2 and 3 (Contractual)	\$20,600.00
<b>Subtask D</b> - Bidding Assistance (Contractual)	\$4,000.00
<b>Subtask E</b> – Construction in Service Areas 1 and 4 (Contractual)	\$135,800.00
<b>Subtask F</b> – Construction in Service Areas 2 and 3 (Contractual)	\$262,860.00
<b>Subtask G</b> – Engineering Construction Administration and Construction Observation for Service Areas 2 and 3 (Contractual)	\$21,400.00
<b>Subtask H</b> – Engineering Construction Administration and Construction Observation for Service Areas 1 and 4 (Contractual)	\$7,600.00
<b>TOTAL FOR TASK</b>	<b>\$492,960.00</b>

SCALE: 1" = 2,000'



M:\CAD Files\FanningSprings\98051611Service Area Map.dwg, 5/19/2014 4:40:44 PM


**MITTAUER**  
 & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073  
 TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA CA NO. 6569

CITY OF FANNING SPRINGS  
 RD Wastewater Collection System – Phase II  
 Conceptual Wastewater Service Area Map  
 Gilchrist/Levy County, Florida

FIGURE  
 1  
 May 2013  
 Project No.  
 9805-16-1

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_  
**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** S0794  
**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Task/Deliverable Amount Requested:** \$ \_\_\_\_\_

**Task/Deliverable No.:** \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

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

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

**GRANTEE CERTIFICATION**

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

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

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

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

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

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

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

**GRANT EXPENDITURES SUMMARY SECTION:**

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

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

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

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

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

**NOTES:**

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

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

## ATTACHMENT C

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

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0794		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0794 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## **PART II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

**PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1645	2014-2015	37.052	Florida Springs Grant Program	\$492,960	140047

Total Award					\$492,960
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.4

DEP AGREEMENT NO. S0795

STATE OF FLORIDA  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1645 OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the Columbia County Water Conservation Initiative.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$250,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
    - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- E.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement.

In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

12. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to

be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
  14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
  15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
  16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Misty Alderman	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8542
Fax No.:	(850) 245-8434
E-mail Address:	Misty.Alderman@dep.state.fl.us

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

Carree Olshansky	
Suwannee River Water Management District	
9225 CR 49	
Live Oak, Florida 32060	
Telephone No.:	(386) 362-1001
Fax No.:	(386) 362-1056
E-mail Address:	cro@srwmd.org

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are

covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

19. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.
  - A. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:  
  
\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable  
  
\$300,000 Hired and Non-owned Liability Coverage
  - B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.

25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Thomas, DEP Grant Manager

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

FEID No.: 59-1520101

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

## ATTACHMENT A GRANT WORK PLAN

<p><b>Project Title: Columbia County Water Conservation Initiative</b></p> <p><b>Project Summary:</b> The Ichetucknee Springs/Columbia County Water Conservation Initiative will provide cost-share rebates to businesses to replace an estimated 600 existing toilet fixtures (at an average cost of \$400 per toilet) and 666 faucet aerators (at an average cost of \$15 per aerator) with high efficiency units. The project is estimated to save 32 million gallons of water per year, benefitting the Ichetucknee Springs Group, as well as other springs on the Lower Santa Fe River. The Suwanee River Water Management District will subcontract this project with the City of Lake City.</p> <p><b>Project Location:</b></p> <p style="padding-left: 40px;"><b>Geographic Location:</b> City of Lake City, Columbia County, Florida</p> <p style="padding-left: 40px;"><b>Impacted Watershed Name:</b> Santa Fe River Basin</p> <p style="padding-left: 40px;"><b>Latitude:</b> Approximately 30° 15' 2.43" North to 30° 8' 47.8" North</p> <p style="padding-left: 40px;"><b>Longitude:</b> Approximately 82° 42' 35.55 West to 82° 34' 5.44 West</p> <p style="padding-left: 40px;"><b>Hydrologic Unit Code:</b> 031102010703, 031102010801, 031102010802, 031102060602, 031102060601</p> <p style="padding-left: 40px;"><b>WBID:</b> 3477, 3488, 3484, 3491, 3493, 3486, 3516, 3488A, 3516A, 3520</p>
<p><b>Task 1: Program Initiation</b></p> <p><b>Description:</b> Develop program guidelines including qualifications, create rebate application form, and design marketing materials.</p> <p><b>Deliverables:</b> Copy of program guidelines, rebate application, and marketing materials.</p> <p><b>Performance Measures:</b> The Department's Grant Manager will review the deliverables to ensure they are in accordance with this Agreement. The Department's Grant Manager must approve the program guidelines including qualifications before the program can proceed further.</p> <p><b>Timeline Month 1 to Month 3:</b> Task performance must be completed and all deliverables received by the Department by the end of month 3.</p> <p><b>Budget Narrative:</b> No DEP funding requested for Task 1.</p>
<p><b>Task 2: Program Administration</b></p> <p><b>Description:</b> Disseminate program information and materials, and process/approve rebate applications. Rebate applications must be completed, submitted, and approved before the business applicant may purchase the fixtures. A quarterly progress report will be required for submittal to the Department Grant Manager to update them on status of each task and the overall project, as a way to describe any issues or delays encountered or if everything is on target.</p> <p><b>Deliverables:</b> Summary report describing how the program information is marketed, and information on processed and approved applications including names and addresses of businesses and rebates applied for.</p> <p><b>Performance Measures:</b> The Department's Grant Manager will review the deliverables to ensure they are in accordance with this Agreement and contain the required information outlined above.</p> <p><b>Timeline Month 3 – Month 10:</b> This task is dependent on participation rates and will likely be ongoing throughout the year. Task performance must be completed and all deliverables received by the end of month 10.</p> <p><b>Budget Narrative:</b> No DEP funding requested for Task 2.</p>
<p><b>Task 3: Program Installation, Verification, and Reimbursement</b></p> <p><b>Description:</b> Approved business applicants will be responsible for 1) purchasing and installing faucet aerators, toilet(s), and all related parts and equipment, and 2) obtaining any associated permits or other required governmental authorizations. Applicants will also be responsible for the proper disposal of the fixtures being replaced. Toilet fixtures must be installed by a licensed plumber. Installed toilets may be subject to verification and inspection, and the applicant may be contacted to schedule an on-site installation verification inspection by the City. Approved applicants must submit reimbursement documentation including receipts to the City's program manager no later than 45 days after the applicant has received notification that their application was approved. The City shall only issue rebate checks to applicants meeting all the requirements in the approved program guidelines. A quarterly progress report will be required for submittal to the Department's Grant Manager to update them on status of each task and the</p>

overall project, as a way to describe any issues or delays encountered or if everything is on target.  
**Deliverables:** Summary report including the number of approved applicants, number of installed fixtures, cost of fixtures and associated installation costs, and on-site installation inspections. Receipts and payment confirmation for purchase and installation of each fixture covered under the program, and copies of rebate checks or equivalent documentation (such as City bank statements).

**Performance Measures:** The Department’s Grant Manager will review the deliverables to ensure they are in accordance with this Agreement and contain the required information outlined above.

**Timeline Month 5 to Month 12:** This task will be ongoing following the implementation of Task 2 through project completion. Task performance must be completed and all deliverables received by the end of month 12.

**Budget Narrative:** \$250,000 DEP Funding.

<b>Task 3 Budget by Category</b>	<b>DEP Funding</b>
Contractual	\$250,000
<b>TOTAL FOR TASK</b>	<b>\$250,000</b>

In addition to other requirements in this agreement, payment is contingent upon timely completion of all tasks, including submittal of all deliverables and the DEP’s acceptance or approval of the deliverables.

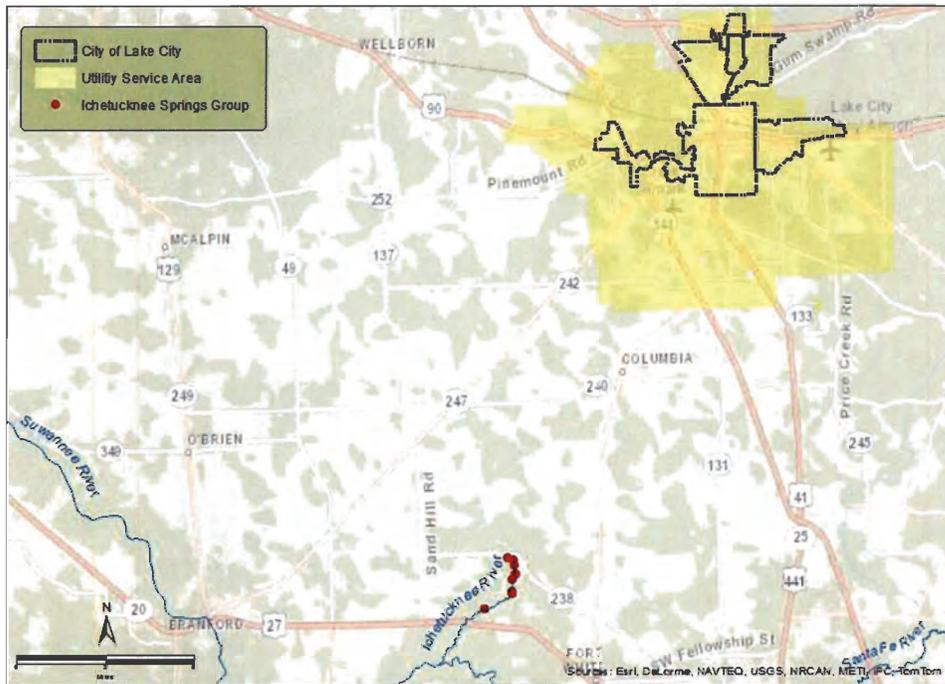
**Optional Information**

**PROJECT LOCATION AND WATERSHED CHARACTERISTICS**

**Size of Project Impact:** NA – This is not a pollutant load reduction project. This is a water conservation project within the City of Lake City utility service area.

**Latitude (decimal degrees):** Approximately 30° 15’ 2.43” North to 30° 8’ 47.8” North

**Longitude (decimal degrees):** Approximately 82° 42’ 35.55 West to 82° 34’ 5.44 West



**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_  
**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** S0795  
**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Task/Deliverable Amount Requested:** \$ \_\_\_\_\_

**Task/Deliverable No.:** \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

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

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

**GRANTEE CERTIFICATION**

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

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

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

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

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

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

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

**GRANT EXPENDITURES SUMMARY SECTION:**

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

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

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

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

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

**NOTES:**

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

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

## ATTACHMENT C

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

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0795		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0795 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

#### **PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund Line Item 1645	2014-2015	37.052	Florida Springs Grant Program	\$250,000.00	087870

Total Award					\$250,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. S0796

STATE OF FLORIDA  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1645 OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the Suwannee River Water Management District Springs Protection Projects.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of thirty-eight (38) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$3,660,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
    - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that

multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- E.
    - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement.

In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11.
  - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
  - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

- 12.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to

be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
  14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
  15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
  16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Michael Thomas	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-7513
Fax No.:	(850) 245-8434
E-mail Address:	<a href="mailto:Michael.Thomas@dep.state.fl.us">Michael.Thomas@dep.state.fl.us</a>

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

Kevin Wright	
Suwannee River Water Management District	
9225 CR 49	
Live Oak, Florida 32060	
Telephone No.:	(386) 362-1001
Fax No.:	(386) 362-1056
E-mail Address:	<a href="mailto:klw@srwmd.org">klw@srwmd.org</a>

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are

covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

19. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.
  - A. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:
    - \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
    - \$300,000 Hired and Non-owned Liability Coverage
  - B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.

25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Thomas, DEP Grant Manager

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

FEID No.: 59-1520101

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

## ATTACHMENT A GRANT WORK PLAN

**Project Title: SRWMD Agricultural Springs Protection Projects**

**PROJECT SUMMARY:** The Suwannee River Water Management District proposes several agricultural Best Management Practices projects focused in the Suwannee River and Santa Fe River Basins. The Department funds will be used to reimburse the Grantee for 100% of the equipment and contractual costs for these on-farm projects to reduce Nitrogen loading in the basins, up to the maximum amounts defined in each task. Participants will be selected based on their location in an existing or proposed basin management action plan (BMAP) or restoration focus area (RFA) and an evaluation of the farm needs for additional equipment to reduce nutrient loading to the springshed. The site must be in regulatory compliance and the Producer must be enrolled in an applicable FDACS-adopted BMP program through submittal to FDACS of a Notice of Intent to implement BMPs. In addition, an estimated \$1,346,800 of funding and in-kind services may be contributed by the Grantee and an estimated \$1,015,175 may be contributed by other local sources.

**PROJECT LOCATION:** Projects will be located within the Suwannee River and Santa Fe River Basins. Size of Project Impact is approximately 3,400 square miles. Size of area being treated is approximately 29,500 acres. The projects will take place in an existing and proposed BMAP.

**Task 1: Advanced Nutrient Management through Center Pivots within the Suwannee BMAP Area**

**DESCRIPTION:** Fertilizing through irrigation equipment is much more efficient than the traditional method of land application because it allows producers to decrease the amount of fertilizer applied each time while increasing the number of applications based on actual plant uptake rates. This task will provide Fertigation equipment for installation in low volume irrigation systems within the Suwannee River BMAP. Equipment will be installed into low volume irrigation systems.

**DELIVERABLES:** The Grantee shall submit to Department a list of farms to receive cost-share funds under this task. For each project the Grantee shall provide to Department justification for selection, along with a copy of the subcontract, within ten (10) days of execution of the subcontract. The Grantee's staff and/or Suwannee River Partnership staff will photo-document the installed equipment in operation. A mobile irrigation lab (MIL) or Grantee report shall be provided to the Department for each system and shall present data on pre and post equipment installation to substantiate the original need for the system and to provide evidence that the fertigation system is operating in accordance with design specifications. Itemized receipts for the purchase of Fertigation equipment and supplies (other than Fertilizer or maintenance chemicals), installation expenses, and detailed photographs of the installed operating equipment, and evidence of payment by the Grantee and the sub-grantee shall be provided. Deliverables for completed projects shall be submitted on a quarterly basis.

**ALLOWABLE COSTS:** Up to 75% of the equipment and installation costs for purchase and installation of Fertigation stationary and mobile tank systems that provide direct application of fertilizer and other amendments to crops optimizing application and reducing excess nutrients and other crop amendments from running off site and leaching into groundwater, not to exceed \$6,000 per stationary system or \$27,000 per applicant. However, if a mobile Fertigation system serving multiple systems is installed, the reimbursement per unit cannot exceed \$9,000, with a \$27,000 maximum per applicant. In addition to other requirements in this agreement, payment is contingent upon timely completion of all requirements for a system, including submittal of all deliverables, and the Department's acceptance or approval of the deliverables. Payment will be upon the approval of the above deliverable(s) for each system included in the quarterly invoice. Invoices shall be unique for each system, and clearly differentiated to identify fertigation costs under Task 1 separately from irrigation retrofit costs covered under Task 2. The total amount reimbursed to the Grantee will not exceed the Task 1 total of \$915,000.

**PERFORMANCE STANDARD:** The Grantee and FDEP Grant Manager will review the documentation for the purchases and other supporting documentation and deliverables to verify that the costs meet the requirements of the tasks and descriptions in Attachment A.

**TIMELINE:** Deliverables for completed projects shall be submitted on a quarterly basis. All systems must be in place and all deliverables received no later than 38 months after execution.

Budget by Category	DEP Funding
Contractual	\$915,000
<b>TOTAL FOR TASK</b>	<b>\$915,000</b>

**Task 2: Improved Water Conservation through Center Pivot Retrofits within the Suwannee BMAP**

**DESCRIPTION:** The District’s center pivot retrofit cost-share program aims to bring the pivots up to 80% uniformity or above. Increasing the efficiency of center pivots allows producers to use less water when irrigating their crops. The District has an existing cost-share program to assist producers in this endeavor. There has been much success with almost 90 participants and over 200 systems approved for the program (over 50 systems already retrofitted) since the program’s establishment in October of 2012.

This task will provide appropriate equipment and installation to retrofit approximately 120 existing irrigation systems to provide greater uniformity through low volume and, in some cases, variable rate systems. Irrigation retrofits will occur in conjunction with the installation of fertigation equipment unless the grower already has operating fertigation equipment or chooses not to fertigate. Upgrades may include retrofits, equipment controls, and tools such as: Pivot irrigation system retrofits including installation of drop pipes, sprayer nozzle replacement, pipe replacement, control valves and other system improvements that improve efficiency and reduce water loss (up to \$1,000 each of the cost of pre and post MIL evaluations and up to \$5,625 per pivot). Upgrades may also include Electronic Pivot Control System upgrades such as a state of the art control panel (up to \$2,750/pivot) and, where necessary due to farm size and number of pivots to control accurately, radio/cellular communications unit for remote control (up to \$1,500/pivot if needed) and other technology to facilitate soil moisture and/or ET-based control of variable rate irrigation with flow, speed, sector and/or zone control programming, system warning and failure alerts; associated guidance systems using GPS technology to facilitate precision application to adjust application rates for factors such as terrain, defined boundaries and in-field variability to improve efficiency; and other Nutrient and Irrigation tools and services approved by FDACS, the Grantee and the Department as a BMP practice that reduces the amount of fertilizer and/or irrigation water requirements. For farms with more than 5 pivots, one central base remote-control system with operational control of all BMP-ready systems may be purchased subject to a \$5,000 limit per qualified applicant. The Grantee is responsible for maintaining average reimbursement costs per pivot in the range of \$7,375 per pivot in order to meet the requirement that approximately 120 pivots be retrofitted with the funds provided under this Task.

**DELIVERABLE:** The Grantee shall submit to the Department a list of farms to receive cost share funds under this task. For each project the SRWMD shall provide to DEP justification for selection, along with a copy of the subcontract, within ten (10) days of execution of the subcontract. SRWMD staff and/or Suwannee River Partnership staff will photo-document the installed equipment in operation. A MIL report or SRWMD report shall be provided for each system and shall present data on pre and post equipment installation to substantiate the original need for the system and to provide evidence that the irrigation system is operating in accordance with design specifications. Itemized receipts for the purchase of irrigation equipment, along with installation expenses, and detailed photographs of the installed operating equipment, and evidence of payment by the Grantee and the sub-grantee, shall be provided. Deliverables for completed projects shall be submitted on a quarterly basis.

**ALLOWABLE COSTS:** Along with the cost constraints noted above, up to 100% of MIL costs, 75% of pivot spray package retrofit costs, and 50% of Electronic Pivot Control System upgrade costs, to improve water and nutrient use efficiency for each system. In addition to other requirements in this agreement, payment is contingent upon timely completion of all requirements for a system, including submittal of all deliverables, and the Department’s acceptance or approval of the deliverable. Payment will be upon the approval of the above deliverable(s) for each system included in the quarterly invoice. Invoices shall be unique for each system, and clearly differentiated to identify fertigation costs under Task 1 separately from irrigation retrofit costs covered under Task 2. The total amount reimbursed to the Grantee will not exceed the Task 2 total of \$885,000.

**PERFORMANCE STANDARD:** The Grantee and the Department’s Grant Manager will review the documentation for the purchases and other supporting documentation and deliverables to verify that the costs meet the requirements of the tasks and descriptions in Attachment A.

**TIMELINE:** Deliverables for completed projects shall be submitted on a quarterly basis. All systems must be in place and all deliverables received no later than 38 months after execution.

<b>Budget by Category</b>	<b>DEP Funding</b>
Contractual	\$885,000
<b>TOTAL FOR TASK</b>	<b>\$885,000</b>

**Task 3: Advance Storage and Use of Dairy Wastewater for Springs Nutrient Reduction**

**DESCRIPTION:** This project consists of increasing lagoon sizes on local dairies to achieve a minimum 21 day holding capacity, up from the standard 7 day holding capacity. Increasing lagoon holding capacity allows producers to better manage the disposal of their waste and the irrigation/fertilization of their crops. The Grantee is responsible for maintaining average reimbursement costs per dairy in the range of \$230,000 per waste management system in order to meet the requirement that approximately 4 dairies have their waste storage facility expanded with these funds.

**DELIVERABLE:** The Grantee shall submit to the Department a list of dairies to receive cost share funds under this task. For each project the Grantee shall provide to the Department justification for selection, along with a copy of the subcontract, within ten (10) days of execution of the subcontract. The Grantee shall provide plans, permits, bid tabulation, and a copy of construction and engineering subcontracts to expand the waste storage lagoons to a minimum 21 day holding time. The Grantee shall provide to the Department the construction engineering inspections (CEI) with photos of the site depicting before, during and after lagoon construction and installation of equipment in a construction report, including signed and sealed Record Drawings and certification of completion by the engineer of record. All work shall meet or exceed NRCS specifications for reimbursement to occur. Deliverables for completed projects shall be submitted on a quarterly basis.

The Grantee shall ensure Construction of the lagoon expansion per approved engineering plans and permits. The deliverable for these services shall include the Engineering and Construction invoices with percentage of completion, with review to be completed by the Grantee and the Department’s Grant Manager.

**ALLOWABLE COSTS:** Along with the cost constraints noted above, up to 90% of the contracted Construction and Engineering costs. In addition to other requirements in this agreement, payment is contingent upon timely completion of all requirements for a project, including submittal of all deliverables, and the DEP’s acceptance or approval of the deliverable. The total amount reimbursed to the Grantee will not exceed the Task 2 total of \$920,000.

**PERFORMANCE STANDARD:** The Grantee and the Department’s Grant Manager will review the bid package and subcontract to ensure they meet the requirements of the tasks and descriptions in Attachment A. The Grantee and Department’s Grant Manager will review the reports, photographs and certification of completion by the engineer of record to verify that the work was completed and is in compliance with the approved work plan and the grant requirements.

**TIMELINE:** Deliverables for completed projects shall be submitted on a quarterly basis. All systems must be in place and all deliverables received no later than 38 months after execution.

<b>Budget by Category</b>	<b>DEP Funding</b>
Contractual	\$920,000
<b>TOTAL FOR TASK</b>	<b>\$920,000</b>

**Task 4: Santa Fe Springs – Nursery Water Conservation Initiative**

**DESCRIPTION:** This project provides cost-share funds to assist nurseries in the District with converting their overhead irrigation systems to drip or micro spray irrigation. Drip and micro spray irrigation methods allow producers to apply water and fertilizer through drip lines placed near the base of the plant. This is more efficient because it reduces evaporative losses and the watering of non-target areas that may occur with other irrigation methods. It also reduces the nutrient leaching that can occur when overhead irrigation is utilized. Upgrades may include retrofits, equipment controls, and tools such as: irrigation system retrofits including conversion from high volume overhead spray to low volume micro-spray or drip irrigation, control valves and other system improvements that improve efficiency and reduce water loss (up to \$1,000 each of the cost of pre and post MIL evaluations and up to an average of \$3,133.33 per acre). Upgrades may also include Electronic Irrigation Control System upgrades such as a state of the art control panel (up to \$5,000/nursery) and other technology to facilitate soil moisture and/or ET-based control or zone control programming, system warning and failure alerts; and other Nutrient and Irrigation tools and services approved by FDACS, the Grantee and the Department as a BMP practice that reduces the amount of fertilizer and/or irrigation water requirements.

**DELIVERABLE:** The Grantee shall submit to the Department a list of nurseries to receive cost share funds under this task. For each project the Grantee shall provide to the Department justification for selection, along with a copy of the subcontract, within ten (10) days of execution of the subcontract. The Grantee’s staff and/or Suwannee River Partnership staff will photo-document the installed equipment in operation. A MIL or Grantee report shall be provided for each system and shall present data on pre and post equipment installation to substantiate the original need for the system and to provide evidence that the irrigation system is operating in accordance with design specifications. Itemized receipts for the purchase of irrigation equipment, along with installation expenses, and detailed photographs of the installed operating equipment, and evidence of payment by the Grantee and the sub-grantee, shall be provided. Deliverables for completed projects shall be submitted on a quarterly basis.

**ALLOWABLE COSTS:** Along with the cost constraints noted above, up to 100% of MIL costs, 75% of retrofit equipment costs, and 50% of Electronic Irrigation Control System upgrade costs, to improve water and nutrient use efficiency at each nursery. In addition to other requirements in this agreement, payment is contingent upon timely completion of all requirements for a system, including submittal of all deliverables, and the Department’s acceptance or approval of the deliverable. Payment will be upon the approval of the above deliverable(s) for each system included in the quarterly invoice. Invoices shall be unique for each system. The total amount reimbursed to the Grantee will not exceed the Task 4 total of \$940,000.

**PERFORMANCE STANDARD:** The Grantee and the Department’s Grant Manager will review the documentation for the purchases and other supporting documentation and deliverables to verify that the costs meet the requirements of the tasks and descriptions in Attachment A.

**TIMELINE:** Deliverables for completed projects shall be submitted on a quarterly basis. All systems must be in place and all deliverables received no later than 38 months after execution.

<b>Budget by Category</b>	<b>DEP Funding</b>
Contractual	\$940,000
<b>TOTAL FOR TASK</b>	<b>\$940,000</b>

**TOTAL PROJECT BUDGET**

<b>Category Totals</b>	<b>DEP Funding</b>
Contractual Total	\$3,660,000
<b>Total Project Cost:</b>	\$3,660,000

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

Grantee: \_\_\_\_\_

Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

DEP Agreement No.: S0796

Date Of Request: \_\_\_\_\_

Performance Period: \_\_\_\_\_

Task/Deliverable Amount Requested:\$ \_\_\_\_\_

Task/Deliverable No.: \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

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

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

**GRANTEE CERTIFICATION**

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

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

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

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

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

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

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

**GRANT EXPENDITURES SUMMARY SECTION:**

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

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

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

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

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

**NOTES:**

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

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

## ATTACHMENT C

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

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0796		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0796 and accurately reflects the activities associated with the project.

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Signature of Grantee's Grant Manager

---

Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## **PART II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

#### **PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1645	2014-2015	37.052	Florida Springs Grant Program	\$3,660,000.00	087870

<b>Total Award</b>					<b>\$3,660,000.00</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.htm>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: December 29, 2014  
RE: Authorization to Enter into Interlocal Agreement with City of Fanning Springs for the Fanning Springs Water Quality Improvement Project

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into an interlocal agreement with City of Fanning Springs to implement the Fanning Springs Water Quality Improvement project.**

### BACKGROUND

On September 11, 2014, the Joint Legislative Budget Commission approved the Department of Environmental Protection's (DEP's) Springs Restoration Funding Project Plan that included the Fanning Springs Water Quality Improvement Project.

The Fiscal Year 2014-2015 budget includes funds for springs protection and water supply projects that will match DEP funds. At the August 12, 2014 Governing Board meeting, the Board authorized the use of \$768,240 from fund balance to include as a portion of the District's cost share match for the nine (9) DEP springs grant projects funding within the District. The total Fanning Springs Water Quality Improvement Project cost is \$1,276,400 with contributions of \$121,440 from the District, \$492,960 from the DEP springs grant and \$662,000 from the City of Fanning Springs.

To implement the Fanning Springs Water Quality Improvement Project, the District needs to enter into an interlocal agreement with City of Fanning Springs to establish each entity's roles and responsibilities. The Governing Board held a public workshop on this and other springs projects on May 13, 2014.

AJ/rl  
Attachment

MEMORANDUM OF AGREEMENT

FOR

Fanning Springs Water Quality Improvement Project

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and City of Fanning Springs, a Florida municipal corporation, whose address is 17651 NW 90 Ct. Fanning Springs, Florida, 32693 (hereinafter the "COOPERATOR"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSETH:**

WHEREAS, COOPERATOR and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the COOPERATOR has identified to the DISTRICT a certain project that the COOPERATOR wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the COOPERATOR desires that the financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The COOPERATOR has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems. The DISTRICT agrees to

assist the COOPERATOR in completing the PROJECT by partially funding the cost of the PROJECT.

5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".
6. The DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR accomplishing certain things and meeting certain goals, to the satisfaction of the DISTRICT including preparing plans, obtaining permits, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in exhibits. Further, the DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR enacting a water conservation and shortage ordinance in substantially the form shown in Exhibit D, minor changes are expected and authorized. The COOPERATOR shall forward its proposed water shortage ordinance prior to enactment to the DISTRICT for review to be sure it is acceptable to the DISTRICT. Should the COOPERATOR and DISTRICT staff not be able to agree on the form of an acceptable water shortage ordinance, the COOPERATOR may present its proposed water shortage ordinance to the governing board of the DISTRICT for a final decision.
7. The terms under which the DISTRICT will be obligated to pay its share of the funding of the PROJECT, including, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibit "C".
8. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

9. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The COOPERATOR's Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

DISTRICT Project Manager  
Abby Johnson  
9225 CR 49  
Live Oak, Florida 32060  
386.647.3129  
AJJ@srwmd.org

COOPERATOR Mayor  
Trip Lancaster  
17651 NW 90<sup>th</sup> Ct.  
Fanning Springs, FL 32694  
352.468.2855  
MayorLancaster@gmail.com

10. The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
11. The COOPERATOR shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.

- 12. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
- 13. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.

IN WITNESS WHEREOF, COOPERATOR and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the COOPERATOR on \_\_\_\_\_, 2015

CITY OF FANNING SPRINGS

By: \_\_\_\_\_

Print Name \_\_\_\_\_

As its \_\_\_\_\_

EXECUTED by the DISTRICT on \_\_\_\_\_, 2015.

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_

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

Approved as to Conformance to DISTRICT  
Budgetary and Administrative Procedures:

\_\_\_\_\_  
Tim Sagul, P.E., CFM  
Director, Resource Management

\_\_\_\_\_  
Abby Johnson  
Project Manager

**EXHIBIT A**  
**PROJECT DESCRIPTION AND SCOPE OF WORK**

Project Name: Fanning Springs Water Quality Improvement Project

Project Description:

The intent of this PROJECT is to remove approximately 65 existing septic tanks from the COOPERATOR's Service Areas 1 through 4 and to construct wastewater lines necessary to enable future development the ability to be served by the COOPERATOR's new wastewater treatment plant, as shown on the Attached Map a copy of which is attached hereto as EXHIBIT A-1. Additionally, the COOPERATOR shall implement the Department of Environmental Protection's grant project funding as described in EXHIBIT A-2.

All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided herein.

Scope of Work: Specifically the COOPERATOR shall:

1. Provide engineering and surveying.
2. Conduct all construction activities.
3. Conduct all construction oversight and provide required as-built certification.
4. Maintain and operate the system improvements.

Exhibit A-1

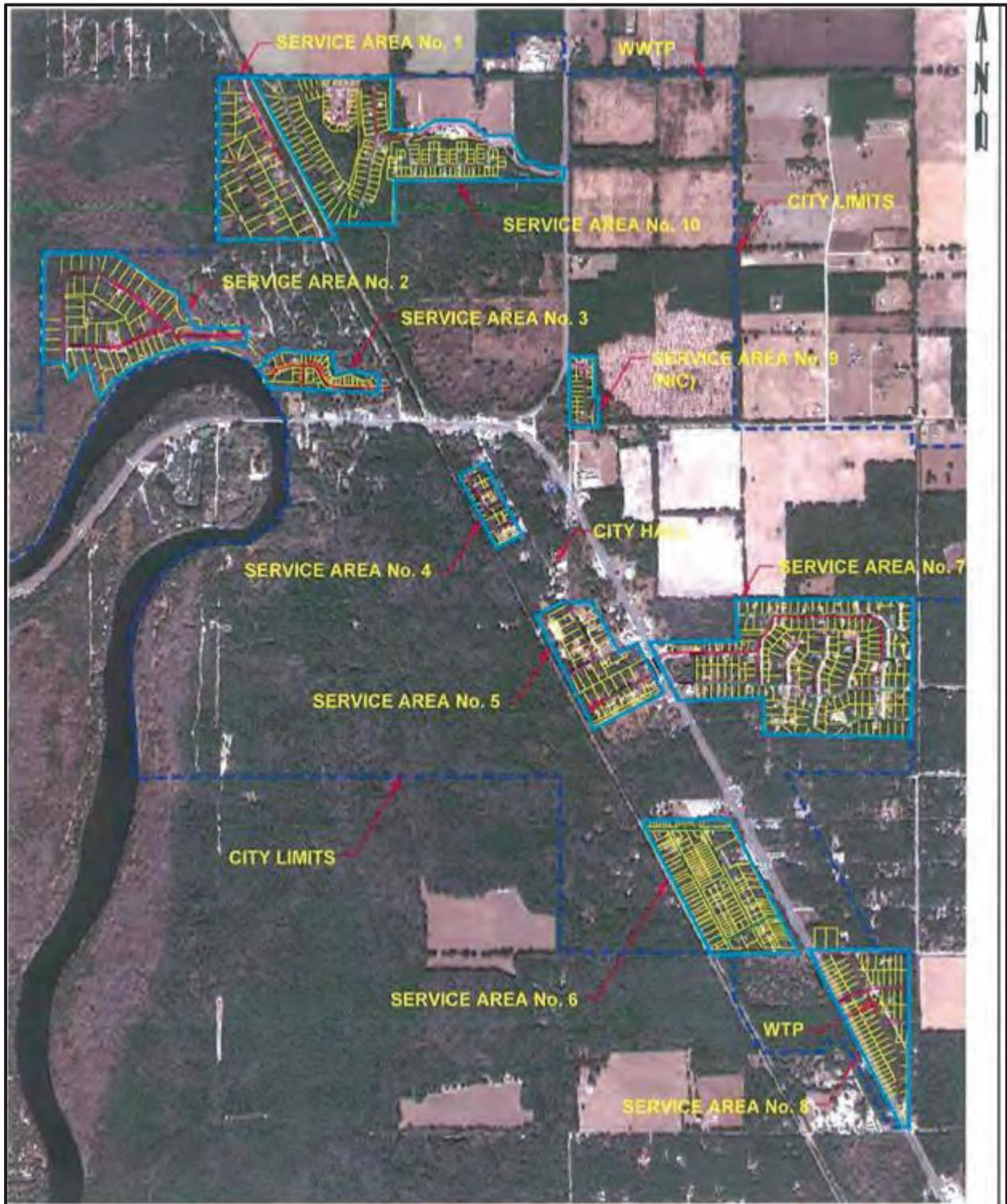


Exhibit A-2

<b>Project Title: City of Fanning Springs Water Quality Improvement Project</b>
<p><b>Project Summary:</b> The project will extend the City of Fanning Springs' recently constructed wastewater collection system. The City adopted a multi-phase plan to expand municipal sewer service throughout the City, which will reduce nitrogen loading to groundwater within the Fanning Springs springshed. This phase of the overall project consists of Service Areas 1 through 4. As part of this phase of the project, approximately 65 septic tank systems will be removed.</p> <p>The estimated nitrogen load reduction to groundwater is 1,300 lbs. N/yr. Fanning Springs is a tourist attraction and recreational resource and directly connects to the Suwannee River.</p> <p>There are no connection fees associated with this phase to extend the sewer collection system to existing homes and businesses. Total project costs are shared between the City of Fanning Springs, a grant from the Florida Department of Economic Opportunity Community Development Block Grant (CDBG) program, the Suwannee River Water Management District (District), and a spring's legislative appropriation through the Florida Department of Environmental Protection (Department).</p> <p><b>Project Location:</b> City of Fanning Springs, Gilchrist and Levy counties <b>Impacted Watershed Name:</b> Fanning Springs <b>Latitude/Longitude:</b> 29.5961/-82.9355 <b>Hydrologic Unit Code (USGS):</b> 031102050701</p>
<p><b>Task 1</b></p> <p><b>Title: Septic Tank Phase-out/Sewer Extension Construction</b></p> <p><b>Description:</b> This task consists of survey, design, permitting, bidding, engineering construction services, and construction of a sewer extension to Service Areas (SA) 1 through 4. The septic systems will be abandoned properly by the Grantee's contractor. All work for this project will be in the contractual budget category.</p> <p>In the bimonthly progress reports that will be submitted to the Department's Grant Manager, an update will be provided on the status of each subtask as a way to describe any issues or delays encountered or to report everything is on target with the project subtasks.</p> <p>The task consists of the following subtasks for purposes of deliverables and invoicing:</p> <ul style="list-style-type: none"><li><b>Subtask A - Survey and Engineering for Service Areas 1 and 4 - \$16,100</b> This subtask consists of survey and engineering work related to Service Areas 1 and 4.</li><li><b>Subtask B - Survey of Service Areas 2 and 3- \$24,600</b> This subtask consists of survey work related to Service Areas 2 and 3.</li><li><b>Subtask C - Engineering for Service Areas 2 and 3 - \$20,600</b> This subtask consists of engineering work related to Service Areas 2 and 3.</li><li><b>Subtask D - Bidding Assistance - \$4,000</b> The City will receive bidding assistance for the construction work to be done in Service Areas 1-4.</li><li><b>Subtask E – Construction in Service Areas 1 and 4 - \$135,800</b> This subtask covers all construction work from purchase of materials to installation and construction of the sewer lines to proper abandonment of the existing septic systems in Service Areas 1 and 4.</li><li><b>Subtask F – Construction in Service Areas 2 and 3 - \$262,860</b> This subtask covers all construction work from purchase of materials to installation and construction of the sewer lines to proper abandonment of the existing septic systems in Service Areas 2 and 3.</li><li><b>Subtask G – Engineering Construction Administration and Construction Observation for Service Areas 2 and 3 - \$21,400</b> Construction administration consists of engineering assistance throughout the project's duration related to Service Areas 2 and 3 work, as well as completion of all necessary reporting for funding approvals and close-out of the project related to these service areas. Applicable work to be done as part of administration includes engineering review of shop drawings, construction meeting attendance, and field reviews. The project final construction documents related to Service Areas 2 and 3 will be prepared under this subtask.</li></ul>

including the as-built drawings and warranty information. Construction observation is the on-site construction inspection services provided and review of the contractor's work done by the overseeing consulting firm to ensure the project work in Service Areas 2 and 3 is accomplished as designed and planned.

**Subtask H – Engineering Construction Administration and Construction Observation for Service Areas 1 and 4 - \$7,600**

Construction administration consists of engineering assistance throughout the project's duration related to Service Areas 1 and 4 work, as well as completion of all necessary reporting for funding approvals and close-out of the project related to these service areas. Applicable work to be done as part of administration includes engineering review of shop drawings, construction meeting attendance, and field reviews. The project final construction documents related to Service Areas 1 and 4 will be prepared under this subtask, including the as-built drawings and warranty information. Construction observation is the on-site construction inspection services provided and review of the contractor's work done by the overseeing consulting firm to ensure the project work in Service Areas 1 and 4 is accomplished as designed and planned.

**Deliverables:**

**Subtask A** - Submission of copies of Service Areas 1 and 4 construction drawings; copies of Service Areas 1 and 4 base surveys; a copy of the Grantee's invoice(s), which will include the consultant's invoice(s) related to the survey and design work done for the Grantee.

**Subtask B** - Submission of Service Areas 2 and 3 base surveys

**Subtask C** - Submission of Service Areas 2 and 3 construction drawings

**Subtask D** – Submission of evidence of the engineering consultant's assistance with procurement of the contractor for project construction (invoices)

**Subtask E** - Submission of photographs showing before, during, and after construction work related to Service Areas 1 and 4; a copy of the Grantee's invoice(s), which will include the contractor's invoice(s) related to construction in Service Areas 1 and 4 and abandonment of the septic systems in Service Areas 1 and 4; a Licensed Professional Engineer's Certification of completion of construction; a plumber's or Licensed Professional Engineer's Certification of hookups to sewer line.

**Subtask F** - Submission of photographs showing before, during, and after construction work related to Service Areas 2 and 3; a copy of the Grantee's invoice(s), which will include the contractor's invoice(s) related to construction in Service Areas 2 and 3 and abandonment of the septic systems in Service Areas 2 and 3; a Licensed Professional Engineer's Certification of completion of construction; a plumber's or Licensed Professional Engineer's Certification of hookups to sewer line.

**Subtask G** – Submission of a copy of the Grantee's invoices from the engineer related to construction administration and the on-site construction inspection services provided and review of the contractor's work done in Service Areas 2 and 3

**Subtask H** – Submission of a copy of the Grantee's invoices from the engineer related to construction administration and the on-site construction inspection services provided and review of the contractor's work done in Service Areas 1 and 4

**Performance Measures:**

**Subtask A** - The Department's Grant Manager will review the construction drawings and surveys to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask B** – The Department's Grant Manager will review the surveys to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask C** – The Department's Grant Manager will review the construction drawings to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask D** – The Department's Grant Manager will review the deliverables to make sure they were done within the grant agreement period and to ensure they represent the work described for this subtask. Invoices will be reviewed for applicability to the subtask work.

**Subtask E** – The Department's Grant Manager will review the photographic history of the construction work in Service Areas 1 and 4 to ensure the installation of the sewer system and the septic system abandonments are completed as intended. Invoices will be reviewed in addition to ascertain the work completed for this

subtask.

**Subtask F** – The Department’s Grant Manager will review the photographic history of the construction work in Service Areas 2 and 3 to ensure the installation of the sewer system and the septic system abandonments are completed as intended. Invoices will be reviewed in addition to ascertain the work completed for this subtask.

**Subtask G** – The Department’s Grant Manager will review the deliverables to ensure the work was completed successfully in Service Areas 2 and 3 and that the administration invoices represent work applicable to what is to be funded for Service Areas 2 and 3.

**Subtask H** – The Department’s Grant Manager will review the deliverables to ensure the work was completed successfully in Service Areas 1 and 4 and that the administration invoices represent work applicable to what is to be funded for Service Areas 1 and 4.

**Timeline: Each subtask must be completed and deliverable(s) received by the Department before the end of each subtask timeline.**

**Subtask A** - Month 1 – Month 2

**Subtask B** - Month 2 – Month 5

**Subtask C** - Month 4 – Month 6

**Subtask D** - Month 6 – Month 7

**Subtask E** - Month 7 – Month 18

**Subtask F** - Month 8 – Month 18

**Subtask G** - Month 8 – Month 18

**Subtask H** - Month 7 – Month 18

**Budget Narrative:**

It is anticipated that the Grantee will provide \$121,440 and the City of Fanning Springs will provide \$62,000 toward the overall project construction costs beyond the grant funding shown in the budget table. An additional \$600,000 is being provided for this project through a Florida Department of Economic Opportunity Community Development Block Grant (CDBG).

Subtask payment requests must be tied to completion of each subtask and submittal of the associated deliverables, as well as the Department’s acceptance or approval of the deliverables.

<b>Task 1 Budget by Category</b>	<b>Department Funding</b>
<b>Subtask A</b> - Survey and Engineering for Service Areas 1 and 4 (Contractual)	\$16,100.00
<b>Subtask B</b> - Survey of Service Areas 2 and 3 (Contractual)	\$24,600.00
<b>Subtask C</b> - Engineering for Service Areas 2 and 3 (Contractual)	\$20,600.00
<b>Subtask D</b> - Bidding Assistance (Contractual)	\$4,000.00
<b>Subtask E</b> – Construction in Service Areas 1 and 4 (Contractual)	\$135,800.00
<b>Subtask F</b> – Construction in Service Areas 2 and 3 (Contractual)	\$262,860.00
<b>Subtask G</b> – Engineering Construction Administration and Construction Observation for Service Areas 2 and 3 (Contractual)	\$21,400.00
<b>Subtask H</b> – Engineering Construction Administration and Construction Observation for Service Areas 1 and 4 (Contractual)	\$7,600.00
<b>TOTAL FOR TASK</b>	<b>\$492,960.00</b>

**TOTAL GRANT PROJECT BUDGET:**

<b>Category Totals</b>	<b>Department Funding</b>
Contractual Total	\$492,960.00
<b>TOTAL GRANT PROJECT FUNDING</b>	<b>\$492,960.00</b>

EXHIBIT B  
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Fanning Springs Water Quality Improvement Project

The total budget for the PROJECT is as follows:

Project Task or Activity	MATCH FUNDING				Total Funding
	DEP Springs Funding	SRWMD Springs Funding	CDBG Grant Funding	City of Fanning Springs	
<b><u>Service Areas 1 &amp; 4</u></b>					
Construction	\$135,800	\$0	\$512,900	\$0	\$648,700
Engineering design, surveys, permits & geotechnical	\$16,100	\$0	\$0	\$62,000	\$78,100
Engineering construction services & inspection	\$8,600	\$0	\$39,100	\$0	\$47,700
<u>CDBG grant administration</u>	<u>\$0</u>	<u>\$0</u>	<u>\$48,000</u>	<u>\$0</u>	<u>\$48,000</u>
Sub-total	\$160,500	\$0	\$600,000	\$62,000	\$822,500
<b><u>Service Areas 2 &amp; 3</u></b>					
Construction	\$262,860	\$121,440	\$0	\$0	\$384,300
Engineering design, surveys, permits & geotechnical	\$45,200	\$0	\$0	\$0	\$45,200
Engineering construction services & inspection	\$24,400	\$0	\$0	\$0	\$24,400
<u>CDBG grant administration</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Sub-total	\$332,460	\$121,440	\$0	\$0	\$453,900
<b>TOTAL FOR TASK</b>	<b>\$492,960</b>	<b>\$121,440</b>	<b>\$600,000</b>	<b>\$62,000</b>	<b>\$1,276,400</b>
<b><u>SUMMARY OF FUNDING</u></b>					
City of Fanning Springs					\$62,000
CDBG					\$600,000
SRWMD					\$121,440
<u>DEP Legislative Appropriation for Springs Restoration</u>					\$492,960
<b>TOTAL</b>					<b>\$1,276,400</b>

The Florida Department of Environmental Protection grant funding reimbursement shall be no more than \$492,960. Further, the DISTRICT's total reimbursement shall be no more than \$121,440. The COOPERATOR shall provide the remainder of the Match Funding and all other costs which could exceed the total estimated project costs above to complete the PROJECT.

EXHIBIT C  
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Fanning Springs Water Quality Improvement Project

COST SHARE REIMBURSEMENT: Provided that for the COOPERATOR to be entitled to reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a monthly basis until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Fanning Springs, No. \_\_\_\_\_, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. Complete all installations and/or retrofits to be completed by no later than June 30, 2018.
4. Upon completion of construction, provide to the DISTRICT a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specifications and according to plans and per any required permits or approvals.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Exhibits "A" and "B".

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the COOPERATOR's invoice and information as specified in the agreement.

The Florida Department of Environmental Protection grant funding reimbursement shall be no more than \$492,960. Further, the DISTRICT's total reimbursement shall be no more than \$121,440. The COOPERATOR shall provide the remainder of the Match Funding and all other costs which could exceed the total estimated project costs above to complete the PROJECT.

MEMORANDUM

TO: Governing Board

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

DATE: December 29, 2014

RE: **Public Hearing** and Acceptance of the 2015 Florida Forever Work Plan Update

RECOMMENDATION

**Staff recommends the Governing Board conduct a public hearing and accept the 2015 Florida Forever Work Plan Update.**

BACKGROUND

An annual update of the Florida Forever Work Plan is required by Section 373.199(7), Florida Statutes. A public hearing regarding the 2015 Florida Forever Work Plan update is scheduled for the January 13, 2015, Governing Board meeting to provide opportunity for public comment.

The 2015 Florida Forever Work Plan update summarizes funding and completed projects during the previous year and presents changes and additions for the upcoming five-year planning period. The Florida Forever Work Plan update must be included in the District's Consolidated Annual Report due March 1, 2015, for submission to the Department of Environmental Protection, the Governor, the President of the Senate, and the Speaker of the House of Representatives, as required by section 373.036, Florida Statutes.

JD/rl

## MEMORANDUM

TO: Governing Board

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

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

DATE: December 29, 2014

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

### **December 15, 2014 Stakeholder Advisory Committee (SAC) Meeting:**

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

- Review and Approval: the SAC reviewed, discussed and approved the updated committee workplan, key topics for SAC evaluation, and meeting schedule. The SAC also reviewed the Sunshine Law requirements.
- Update: status update on the Lower Santa Fe River MFLs rule development and final order.
- Update: update on the NFSEG Groundwater Model development status.
- Presentation: District overview on water demand projections methodologies and values for user groups.
- Discussion: discussion on SAC consensus recommendations on water demand projections methodologies and values for water supply users (except Agricultural use).
- Consensus Recommendation: consensus recommendation for SAC to support demand projection methodologies and values for water supply users (except Agriculture use) passed by unanimous vote.
- Presentation: briefing on water demand projections methodologies and values for Agricultural use.

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/co

MEMORANDUM

TO: Governing Board

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

DATE: December 29, 2014

RE: Land Acquisition and Disposition Activity Report

**Approved for Detailed Assessment**

Owner	Project Name	Acres	County	Comments
SRWMD	Florida Gateway College	16.25	Columbia	Closed on 11/18/2014.
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,027	Lafayette	Appraisals are under review.
Rock Bluff Spring Co., LLC	Rock Bluff Springs	173	Gilchrist	Appraisals are complete.
Winston Lovelace	Turtle Spring	91	Lafayette	Staff and Legal Counsel have prepared a draft option contract to purchase and forwarded same to Mr. Lovelace for review.
Rayonier Forest Resources, L. P.	Camp Blanding Buffers	1,920	Bradford	Appraisals are on hold for the south 1,920 acres.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	U.S. Forest Service is preparing to conduct appraisals on the 623-acre sale.
River Error Farms	Hardee Springs	304.5	Hamilton	Appraisal tour held on 11/20/2014. Appraisal reports due 1/7/2015 to District and review appraiser.
Chris Mericle	Mericle Property/Holly Point Subdivision Exchange	3.917	Hamilton	Appraisal tour held on 11/20/2014. Appraisal report received 12/19/2014 and under review by review appraiser.
John and Deborah Steffen	Steffen Property	14	Bradford	Appraisal update due on 1/15/2015 to review appraiser.

**Approved for Acquisition**

Owner	Project Name	Acres	County	Comments
Rayonier Forest Resources, L. P.	Camp Blanding Buffers	322	Bradford	Closed on 12/8/2014.

**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.
Barnett	102	Hamilton	6/29/2001	P2000	N/A	N/A	N/A	Governing Board approved conveyance to White Springs on August 12, 2014.
White Springs Wellfield	76	Hamilton	2/4/2000	P2000	N/A	N/A	N/A	Governing Board approved conveyance to White Springs on August 12, 2014.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/10	11/18/10	Fee entire tract \$34,930	Listing agreement expired, but available for sale.
Jennings Bluff	46.65	Hamilton	02/1989	WMLTF	1/27/14	N/A	N/A	23.35 +/- acres exchanged to El Trigal Farms on 10/31/2014. 46.65 +/- acres approved for conveyance to Hamilton County on 9/9/2014.
Hampton Springs Road Tract (Perry Spray Field)	248	Taylor	9/2001	WMLTF	6/6/12	N/A	CE \$198,400	Deed of conveyance to Taylor County recorded 11/26/2014.
Timber River	1	Madison	03/1998	WMLTF	8/5/10; Updated 7/30/2014	11/18/10	Fee entire tract \$6,950	Listing agreement expired, but available for sale.

ABS/jd

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: December 29, 2014  
RE: District's Weekly Activity Reports

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

ABS/rl  
Attachments



## Weekly Activity Report to Governing Board November 24-26, 2014

### *Executive / Management*

- Ann Shortelle, Tommy Kiger, and staff with DEP, DACS, and other WMDs participated in the Senate Bill 536 Surface Water Work Group conference call.

### *Water Supply*

- Carlos Herd and Dale Jenkins participated in a conference call with staff from SJRWMD to discuss the next North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting.

### *Resource Management*

- Pat Webster met with representatives from Bradford County regarding various stormwater related issues.

### *Communications*

- Abby Johnson distributed a press release about the District's partnership with other agencies and organizations to study the impacts of best management practices on agricultural operations.
- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Abby Johnson fielded questions from the Chiefland Citizen regarding the District's partnership with other agencies and organizations to study the impacts of best management practices on agricultural operations.

### *Announcements for Week of December 1-5, 2014:*

- Alachua Legislative Delegation Meeting is scheduled for December 3 at 1:00 p.m. at the Gainesville Library downtown.



## Weekly Activity Report to Governing Board December 1-5, 2014

### *Executive / Management*

- Ann Shortelle attended the Florida Section of the American Water Works Association meeting in Orlando.
- Ann Shortelle and Steve Minnis attended the Alachua County Legislative Delegation meeting in Gainesville.
- Ann Shortelle attended the Nature Coast Shellfish meeting in Cross City.
- Ann Shortelle, Tommy Kiger, and staff from DEP and the other WMDs participated in the Senate Bill 536 Study Team conference call.

### *Water Supply*

- Carree Olshansky met with representatives of the Lake City-Columbia County Chamber of Commerce to discuss the Columbia County Water Conservation Initiative.
- Carlos Herd and Dale Jenkins met with James Cornett, representative of the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee, to discuss water use projections.

### *Water Resources*

- Erich Marzolf and Brian Kauffman attended the Madison County BOCC workshop to discuss Cherry Lake's water quality issues.

### *Resource Management*

- Tim Sagul attended the Environmental Resource Permitting Regulatory Coordination meeting in Orlando with staff from DEP and the other WMDs.
- Pat Webster, Daniel Simpson, and Vanessa Fultz attended the bid opening for the Starke Bypass Wetland Mitigation Project Request for Proposals.
- Ann Shortelle, Jon Dinges, Tim Sagul, Carlos Herd, Dale Jenkins, and Warren Zwanka met with representatives of the Florida Ground Water Association to discuss the District's drainage well.
- Leroy Marshall attended the Federal Emergency Management Agency Grants workshop in Atlanta along with other local cooperating partners.

### *Ag Team / Suwannee River Partnership*

- Kevin Wright, Sarah Luther, Hugh Thomas, and Joel Love attended the Suwannee Valley Watermelon Institute's annual meeting in Gainesville. Kevin presented to the group about Ag cost-share and water issues, and Kevin and Sarah had a booth promoting the Ag cost-share program and Water Use Permits.

### *Administration & Operations*

- Dave Dickens attended the Working Forests Partner Roundtable meeting in Tallahassee.

- Bill McKinstry attended the Lower Suwannee National Wildlife Refuge meeting in Cedar Key.

*Communications*

- Abby Johnson distributed press releases about prescribed burn activities at Mallory Swamp and results of the Falmouth Spring dye trace.
- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Steve Minnis participated in the bi-weekly Communications Directors call.
- Steve Minnis conducted a radio interview with WJTK 96.5 The Jet regarding a Columbia County Public Hearing for the Model Water Conservation and Shortage Ordinance.

*Announcements for Week of December 8-12, 2014:*

- The District's Governing Board Meeting and Workshop is scheduled for December 9 at 9:00 a.m.
- The Lands Committee Meeting is scheduled for December 9 immediately following the Governing Board Workshop.
- The Hamilton County Legislative Delegation is scheduled for December 8 at 5:30 p.m. in Jasper.
- The Jefferson County Legislative Delegation is scheduled for December 9 at 6:30 p.m. in Monticello.
- The Bradford County Legislative Delegation is scheduled for December 11 at 4:00 p.m. in Starke.



## Weekly Activity Report to Governing Board December 8-12, 2014

### *Executive / Management*

- Ann Shortelle, Tommy Kiger, and staff with DEP, DACS, and the other WMDs participated in the Senate Bill 536 Surface Water Work Team conference call.
- Ann Shortelle and Steve Minnis attended the Hamilton and Jefferson County Legislative Delegation meetings.
- Steve Minnis attended the Bradford County Legislative Delegation meeting.
- Ann Shortelle attended the University of Florida (UF) Fisheries and Aquatic Sciences Program Advisory Committee meeting in Gainesville.
- Ann Shortelle attended the UF School of Forest Resources and Conservation Advisory Board meeting in Gainesville.
- Ann Shortelle and Jon Dinges participated in the DEP/WMD bi-weekly conference call.

### *Water Supply*

- Carlos Herd attended the North Central Florida Regional Planning Council Meeting in Lake City.

### *Water Resources*

- Tom Mirti participated in a conference call with staff from Florida Fish and Wildlife Conservation Commission regarding cooperation on an upcoming No-Wake Rule modification for the Suwannee and Lower Santa Fe rivers.

### *Resource Management*

- Tim Sagul and Warren Zwanka participated in the Consumptive Use Permitting Regulatory Coordination conference call with staff from DEP and the other WMDs.
- Pat Webster and Daniel Simpson along with staff from DEP, DACS, and other WMDs participated in the Senate Bill 536 Stormwater Reuse Subgroup conference call.

### *Communications*

- Abby Johnson distributed a press release about the District's acquisition of a 334-acre tract in Bradford County to benefit regional water resources and buffer Camp Blanding.
- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Abby Johnson participated in two separate phone interviews with the Gainesville Sun regarding the Bradford County land acquisition and the schedule of MFLs for various lakes.
- Jon Dinges participated in a radio interview with WUFT regarding the Bradford County land acquisition.
- Carlos Herd provided information to Gainesville Sun regarding the District's MFL schedule.
- Steve Minnis provided information to the Lake City Reporter regarding the Hill issue.

- Bill McKinstry participated in a radio interview with WUFT regarding the prescribed burn at Mallory Swamp.

*Announcements for Week of December 15-19, 2014:*

- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting is scheduled for December 15 at 1:00 p.m. at Florida Gateway College.



## Weekly Activity Report to Governing Board December 15-19, 2014

### *Executive / Management*

- Ann Shortelle and Tommy Kiger participated in the Senate Bill 536 Study Team conference call.
- Steve Minnis attended the Columbia County BOCC meeting regarding the model year-round water conservation and water shortage ordinance.

### *Water Supply*

- Ann Shortelle, Carlos Herd, and John Good attended the MFL Notice of Change public hearing regarding 62-42.300 in Tallahassee.
- Ann Shortelle, Carlos Herd, Dale Jenkins, and Carree Olshansky attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting.

### *Water Resources*

- Erich Marzolf participated in the Big Bend Steering Committee conference call with staff from DEP, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration, and other agencies.
- Erich Marzolf participated in a conference call with staff from DEP and the other WMDs to discuss hydrologic and water quality modeling efforts.

### *Resource Management*

- Tim Sagul and Gloria Hancock attended the North Central Florida Water Well Association meeting in Gainesville.
- Tim Sagul, Pat Webster, and Daniel Simpson met with the members of the Technical Review Committee to discuss the Starke Bypass Wetland Mitigation Project.
- Tim Sagul, Erich Marzolf, Carlos Herd, Dave Dickens, Pat Webster, and Daniel Simpson met as the Starke Bypass Wetland Mitigation Project Selection Committee.
- Pat Webster, Warren Zwanka, and Jamie Sortevik met with representatives of the City of Madison and Florida Rural Water Association to discuss Madison's water use permit and cost-share opportunities with the District.
- Leroy Marshall attended the FEMA Risk MAP update meeting with representatives of the City of Gainesville, City of Alachua, and Alachua County.
- Leroy Marshall attended the Dixie County FEMA Risk MAP update meeting with Dixie County Board of County Commissioners and FEMA Region IV representatives.
- Leroy Marshall attended the SWERP Phase II Rule Making Workshop with staff from DEP and the other WMDs.

#### Administration & Operations

- Dave Dickens and representatives of Lake City, Columbia County, and the District's contractors participated in a conference call to discuss the Lake City treatment wetland in conjunction with the Ichetucknee Springshed Water Quality Improvement Project.
- Dave Dickens attended the Bronson Town Council meeting regarding the Levy Blue Interlocal agreement amendment.

#### *Communications*

- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Kevin Wright participated in a televised interview with the Florida Channel to discuss Alliance Dairies' water usage.

#### *Announcements for Week of December 22-26, 2014:*

- The District office will be closed December 25 and 26 in recognition of the Christmas Holiday.



## Weekly Activity Report to Governing Board December 22-24, 2014

### *Executive / Management*

- Don Quincey and Ann Shortelle met with representatives of Farm Bureau, Southeast Milk, and Alliance Dairy.
- Ann Shortelle, Tommy Kiger, and staff with DEP, DACS, and the other WMDs participated in the Senate Bill 536 Surface Water Work Team conference call.

### *Water Resources*

- Erich Marzolf and Marc Minno participated in a conference call with a U.S. Fish and Wildlife Service biologist regarding District programs and projects that may benefit rare mussel species within the District.
- Tom Mirti participated in a conference call with representatives of Alachua County to discuss well easements on public lands in the county.
- The National Weather Service has forecast potential minor flooding for the Upper Suwannee and Lower Santa Fe Rivers.

### *Communications*

- Steve Minnis conducted a radio interview with WJTK 96.5 The Jet regarding the Columbia County Public Hearing for the Model Water Conservation and Shortage Ordinance.

### *Announcements for Week of December 29, 2014 – January 2, 2015:*

- The District office will be closed January 1 in recognition of New Year's Day.