

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

OPEN TO THE PUBLIC

June 9, 2015
9:00 a.m.

District Headquarters
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair
Amendments Recommended by Staff:
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
 - Agenda Item 6 – Approval of Minutes – May 14, 2015, Governing Board Meeting and Workshop Minutes
 - Agenda Item 9 – Approval of April 2015 Financial Report
 - Agenda Item 18 - Approval of Permit Extension of Water Use Permit 2-121-216482-4, with a 0.0741 mgd Increase in Allocation and a 10-Year Permit Extension, Authorizing the Use of 0.4402 mgd of Groundwater for Agricultural Use at the Providence Dairy, LLC Project, Suwannee County
 - Agenda Item 21 - Request for Approval and Authorization to submit the 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform
6. Approval of Minutes – May 14, 2015, Governing Board Meeting and Workshop Minutes – **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
 - C. Presentation of 10-Year Service Award to Leroy Marshall

**GOVERNING BOARD LEGAL COUNSEL
Tom Reeves**

8. Update of Legal Activities

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

- AO Page 1 9. Approval of April 2015 Financial Report – **Recommend Consent**
- AO Page 12 10. Florida Greenways and Trails Designation Agreement

AO Page 20 11. Land and Facilities Operations Activity Summary Report

DIVISION OF WATER SUPPLY

Carlos D. Herd, P.G., Interim Executive Director

WS Page 1 12. Authorization to Enter into a Contract with Barnes, Ferland and Associates, Inc., for Hydrogeologic Consulting and Well Construction Management Services for the District's Monitor Well Network Improvement Plan

WS Page 11 13. Authorization to Accept \$250,000 from the Florida Department of Agriculture and Consumer Services (FDACS) to Amend the Fiscal Year 2014/2015 Budget with the Addition of the \$250,000 Grant and to Enter into Contracts with Seven Dairies for Nutrient Reduction Projects for \$1,428,679 which will Consist of the \$250,000 from FDACS, \$92,000 from FDEP, and \$258,679 from District Agricultural Cost-Share Funds

WS Page 18 14. Approval to Enter into Contract for the June 2015 Agricultural Cost-Share Program

WS Page 20 15. Approval to Enter into Contract for the June 2015 Florida Department of Environmental Protection (FDEP) Springs Agricultural Cost-Share Program

WS Page 22 16. Agricultural Water Use Monitoring Update

DIVISION OF WATER RESOURCES

Erich Marzolf, Ph.D., Director

WR Page 1 17. Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 16 for Unanticipated and Unbudgeted Expenses to Receive a Grant from the Florida Department of Environmental Protection for Enhanced Hydrologic and Water Quality Monitoring of Springs

DIVISION OF RESOURCE MANAGEMENT

Tim Sagul, P.E., Director

RM Page 1 18. Approval of Permit Extension of Water Use Permit 2-121-216482-4, with a 0.0741 mgd Increase in Allocation and a 10-Year Permit Extension, Authorizing the Use of 0.4402 mgd of Groundwater for Agricultural Use at the Providence Dairy, LLC Project, Suwannee County - **Recommend Consent**

RM Page 10 19. Approval of a Modification of Water Use Permit 2-075-220561-3 with a 0.1084 mgd Increase in Allocation Authorizing the Use of 1.0501 mgd of Groundwater for Agricultural Use at the Thomas Williams Farm Project, Levy County

RM Page 20 20. Approval of a Modification of Water Use Permit 2-075-220837-3 with a 0.1209 mgd Increase in Allocation Authorizing the Use of 1.0640 mgd of Groundwater for Agricultural Use at the Williams Farm Project, Gilchrist County

RM Page 30 21. Request for Approval and Authorization to submit the 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform - **Recommend Consent**

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.

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

June 9, 2015
Following the Governing Board Meeting

District Headquarters
Live Oak, Florida

- Fiscal Year 2015/2016 Tentative Budget 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., Thursday
May 14, 2015

Putnam Lodge
Cross City, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	Bradley Williams		X	
Coastal Rivers Basin	Richard Schwab		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	Sec./Treas.	X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams		X	
At Large	Gary Jones		X	

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
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:

Kenny Blanton, Black & Veatch	Leslie Sapp
Barney & Renata Cannon	Jeff Hill
Kent Koptiuch, Nestle Waters	Jim Tatum, Our Santa Fe River, Inc.
Steve Gladdin	Laura Donaldson, Manson, Bolves & Donaldson
Doug Manson, Manson, Bolves & Donaldson	Jean Wonser, Circle Pine Farm
John Sabine, Plum Creek Timber	Steven Hollingsworth, H2O Mobile Lab
Cory Mikell, H2O Mobile Lab	Merrilee Malwitz-Jipson, Our Santa Fe River
Linda Clemens, FDEP	Charles Shinn, Florida Farm Bureau
Warren Zwanka, SRWMD	Carree Olshansky, SRWMD
Tom Mirti, SRWMD	Megan Wetherington, SRWMD
Jessy Preston, SRWMD	Dale Jenkins, SRWMD
Robin Lamm, SRWMD	Abby Johnson, SRWMD

The meeting was called to order at 9:04 a.m.

Board Chair Quincey discussed the potential employment of Dr. Shortelle with St. Johns River Water Management District and appointed Carlos Herd as the Interim Executive Director if that happens.

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

Updates:

- Division of Administration and Operations – Agenda Item 14 – Amendment to Plum Creek Timberlands L.P. Conservation Easements in Levy County
- Division of Water Supply – Agenda Item 17 – Authorization to Enter into a Contract with Black & Veatch Corporation for Recharge Well and Monitor Well Construction Management Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project
- Division of Resource Management – Agenda Item 31 – Approval of a Modification of Water Use Permit 2-047-221736-2 with a 0.9448 mgd Increase in Allocation Authorizing the Use of 2.7108 mgd of Groundwater for Agricultural Use at the Coggins Farm Supply Project, Hamilton County
- Executive Office – Agenda Item 37 – **Public Hearing** and Consideration of Resolution Number 2015-12 Authorizing the Purchase of the Alligator Creek / Steffen Property, 14+/- Acres in Bradford County

Deletion:

- None

MRS. JOHNS MADE A MOTION TO APPROVE THE AMENDEMENTS TO THE AGENDA COLLECTIVELY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 4 – Public Comment.

- Jeff Hill – Concerns regarding the Board Meeting location.
- Merrilee Malwitz-Jipson, Our Santa Fe River - Moratorium on Water Use Permits over 100,000 gallons or more.

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

- Agenda Item 6 - Approval of Minutes – April 14, 2015, Governing Board Meeting and Workshop Minutes
- Agenda Item 9 - Approval of March 2015 Financial Report
- Agenda Item 10 – Approval of Fiscal Year 2014 Financial Audit from Powell and Jones
- Agenda Item 11 – Approval of the Inspector General Audit Report for Cash Receipts and Cash Disbursements from Law, Redd, Crona & Munroe, P.A., Inspector General
- Agenda Item 22 - Approval of a Modification of Water Use Permit 2-065-220044-4 with a 0.3209 mgd Decrease in Allocation and a Consolidation of Three Permits Authorizing the Use of 1.2707 mgd of Groundwater for Agricultural Use at the Jeffco Dairy, LLC Project, Jefferson County
- Agenda Item 23 - Approval of a Modification of Water Use Permit 2-041-221210-2 with a 0.0207 mgd Increase in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0707 mgd of Groundwater for Agricultural Use at the Landers 80 Project, Gilchrist County

- Agenda Item 24 - Approval of a Modification of Water Use Permit 2-041-216438-3 with a 0.0067 mgd Increase in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0504 mgd of Groundwater for Agricultural Use at the Pretty House Project, Gilchrist County
- Agenda Item 25 - Approval of a Modification of Water Use Permit 2-075-221238-2 with a 0.2477 mgd Increase in Allocation and a Five-Year Permit Extension Authorizing the Use of 0.2492 mgd of Groundwater for Agricultural Use at the Simpson Jr Farms, LLC Project, Levy County
- Agenda Item 26 - Approval of a Modification of Water Use Permit 2-041-221225-2 with a 0.0586 mgd Decrease in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0164 mgd of Groundwater for Agricultural Use at the R S Farms Project, Gilchrist County
- Agenda Item 27 - Approval of a Modification of Water Use Permit 2-079-221676-3 with a 0.6912 mgd Decrease in Allocation and a Consolidation of Three Permits Authorizing the Use of 2.2577 mgd of Groundwater for Agricultural Use at the Hazelton Project, Madison County
- Agenda Item 32 – Request for Authorization to Publish Notice of Rule Development to Amend Chapter 40B-3, Florida Administrative Code (F.A.C.) and File Rule and any Changes with the Department of State if no Objections are Received
- Agenda Item 35 – Approval of Updated Employment Policy
- Agenda Item 36 – Approval of Updated Vehicle Use Policy

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

Agenda Item No. 6 – Approval of Minutes.

- April 14, 2015 Governing Board Meeting
- April 14, 2015 Governing Board Workshop

THE APRIL 14, 2015 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.

- Tom Mirti gave a presentation of hydrologic conditions of the District.
- Cooperating Agencies and Organizations

Governing Board Legal Counsel

Agenda Item No. 8 – Update of Legal Activities. – Tom Reeves provided an update on the Jeff Hill Enforcement cases.

DIVISION OF ADMINISTRATION AND OPERATIONS

Agenda Item No. 9 – Approval of March 2015 Financial Report. Approved on Consent.

Agenda Item No. 10 – Approval of Fiscal Year 2014 Financial Audit from Powell and Jones. Approved on Consent.

Agenda Item No. 11 – Approval of the Inspector General Audit Report for Cash Receipts and Cash Disbursements from Law, Redd, Crona & Munroe, P.A., Inspector General. Approved on Consent.

Agenda Item No. 12 – Ace Ranch Conservation Easement Recommendation Following Mediation. Dave Dickens, Director, Division of Administration and Operations, presented staff recommendation to the Governing Board to approve the Mediation Agreement between Suwannee River Water Management District and Barrett 50, LLC following the April 16, 2015, mediation proceedings as provided in the Board materials.

Richard Schwab publically announced a conflict of interest and abstained from voting on Agenda Item 12. A Conflict of Interest Form was completed and signed by Mr. Schwab. This form is hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. BROWN MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE THE MEDIATION AGREEMENT BETWEEN SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND BARRETT 50, LLC FOLLOWING THE APRIL 16, 2015, MEDIATION PROCEEDINGS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 13 – Strickland Field, LLC Conservation Easement Recommendation for Cattle Grazing. Mr. Dickens presented staff recommendation to the Governing Board to approve the amended conservation easement terms to allow cattle grazing activities for the Strickland Field, LLC Conservation Easement.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE THE AMENDED CONSERVATION EASEMENT TERMS TO ALLOW CATTLE GRAZING ACTIVITIES FOR THE STRICKLAND FIELD, LLC CONSERVATION EASEMENT. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 14 – Amendment to Plum Creek Timberlands L.P. Conservation Easements in Levy County - Updated. Mr. Dickens presented staff recommendation to the Governing Board to approve and execute the amendments to the Plum Creek Timberlands L.P. Conservation Easements in Levy County.

MR. JONES MADE A MOTION TO APPROVE AND EXECUTE THE AMENDMENTS TO THE PLUM CREEK TIMBERLANDS L.P. CONSERVATION EASEMENTS IN LEVY COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 15 – 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. 16 – Authorization to Enter into a Contract for Recharge Well and Monitor Well Construction Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project. Dale Jenkins, Senior Hydrogeologist, presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into a contract with David Cannon Well Drilling, Inc., for recharge well and monitor well construction services for a cost not to exceed \$183,740 for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project.

MRS. JOHNS MADE A MOTION TO ACCEPT THE LOWEST BIDDER (ROWE DRILLING) WITH THE UNDERSTANDING THAT STAFF CONFIRM AN OVERSIGHT REGARDING ROWE'S INCOMPLETE QUALIFICATIONS IN THE SUBMITTED BID DOCUMENTS. IF STAFF CONFIRMS THAT THE INCOMPLETE QUALIFICATIONS WERE NOT AN OVERSIGHT, THE SECOND LOWEST BIDDER WILL BE CONSIDERED FOR THE CONTRACT FOR CONSTRUCTION SERVICES WITH THE UNDERSTANDING THAT ANY INCOMPLETE SUBMITTED QUALIFICATIONS WERE AN OVERSIGHT. IF STAFF CONFIRMS THAT THE INCOMPLETE QUALIFICATIONS FOR THE SECOND LOWEST BIDDER WERE NOT AN OVERSIGHT, THE GOVERNING BOARD WOULD RECONSIDER THE ITEM. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 17 – Authorization to Enter into a Contract with Atkins, Inc., for Recharge Well and Monitor Well Construction Management Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project – Updated to: Authorization to Enter into a Contract with Black & Veatch Corporation for Recharge Well and Monitor Well Construction Management Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project. Mr. Jenkins presented staff recommendation to the Governing Board to authorize the Executive Director to enter into a contract with Black & Veatch Corporation for recharge well and monitor well construction management services for a cost not to exceed \$46,988 for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project.

Kent Koptiuch, Nestle Waters, provided comments to the Board.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH BLACK & VEATCH CORPORATION FOR RECHARGE WELL AND MONITOR WELL CONSTRUCTION MANAGEMENT SERVICES FOR A COST NOT TO EXCEED \$46,988 FOR THE MIDDLE SUWANNEE RIVER AND SPRINGS RESTORATION AND AQUIFER RECHARGE PROJECT. THE MOTION WAS SECONDED BY MR. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, B. WILLIAMS, G. WILLIAMS AND QUINCEY.) MR. SCHWAB VOTED AGAINST.

Agenda Item No. 18 – Approval to Enter into Contract for the May 2015 Florida Department of Environmental Protection (FDEP) Springs Agricultural Cost-Share Program. Megan Wetherington, Senior Professional Engineer, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into contract with one applicant for the May 2015 FDEP Springs Agricultural Cost-Share Program in the amount of \$167,750.

MR. BROWN MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT WITH ONE APPLICANT FOR THE MAY 2015 FDEP SPRINGS AGRICULTURAL COST-SHARE PROGRAM IN THE AMOUNT OF \$167,750. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 19 – Authorization to Extend Contract Number 10/11-021 for Suwannee River Partnership (SRP) Cooperative Conservation Technician Services with Florida Department of Agriculture and Consumer Services (FDACS). Mrs. Wetherington presented staff recommendation to the Governing Board to authorize the Executive Director to extend the contract with FDACS to co-fund five Suwannee River Partnership Conservation Technician positions for a period of twelve months. The District's cost for all five positions will not exceed \$175,000.

MR. JONES MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXTEND THE CONTRACT WITH FDACS TO CO-FUND FIVE SUWANNEE RIVER PARTNERSHIP CONSERVATION TECHNICIAN POSITIONS FOR A PERIOD OF TWELVE MONTHS. THE DISTRICT'S COST FOR ALL FIVE POSITIONS WILL NOT EXCEED \$175,000. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 20 – Agricultural Water Use Monitoring Update. The Agricultural Water Use Monitoring Update was provided as an informational item in the Board materials.

DIVISION OF WATER RESOURCES

Agenda Item No. 21 – Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 12 for Unanticipated and Unbudgeted Expenses to Receive a Grant from the National Fish and Wildlife Foundation for Restoration Planning Related to the Deep Water Horizon Oil Spill and Updating the District's Surface Water and Improvement and Management (SWIM) Plans. Erich Marzolf, Ph.D., Director, Division of Water Resources, presented staff recommendation to the Governing Board to approve receipt of a \$228,563 grant from the National Fish and Wildlife Foundation (NFWF), adopt Resolution 2015-11 amending the Fiscal Year 2014/2015 Budget from \$37,373,083 to \$37,601,646 in order to recognize \$228,563 in unanticipated and unbudgeted revenues, and authorize the Executive Director to approve a Grant Agreement with NFWF, to accept \$228,563 for restoration planning related to the Deep Water Horizon Oil Spill and updating the District's Surface Water and Improvement and Management (SWIM) Plans.

MRS. SANCHEZ MADE A MOTION TO APPROVE RECEIPT OF A \$228,563 GRANT FROM THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF), ADOPT RESOLUTION 2015-11 AMENDING THE FISCAL YEAR 2014/2015 BUDGET FROM \$37,373,083 TO \$37,601,646 IN ORDER TO RECOGNIZE \$228,563 IN UNANTICIPATED AND UNBUDGETED REVENUES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE A GRANT AGREEMENT WITH NFWF, TO ACCEPT \$228,563 FOR RESTORATION PLANNING RELATED TO THE DEEP WATER HORIZON OIL SPILL AND UPDATING THE DISTRICT'S SURFACE WATER AND IMPROVEMENT AND MANAGEMENT (SWIM) PLANS. THE MOTION WAS SECONDED BY MR. JONES. UPON

VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 22 - Approval of a Modification of Water Use Permit 2-065-220044-4 with a 0.3209 mgd Decrease in Allocation and a Consolidation of Three Permits Authorizing the Use of 1.2707 mgd of Groundwater for Agricultural Use to Jeffco Dairy, LLC, at the Jeffco Dairy, LLC Project, Jefferson County, with Seventeen Standard Conditions and Eight Special Limiting Conditions. Approved on Consent.

Agenda Item No. 23- Approval of a Modification of Water Use Permit 2-041-221210-2 with a 0.0207 mgd Increase in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0707 mgd of Groundwater for Agricultural Use to Joseph Lander, at the Landers 80 Project, Gilchrist County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Approved on Consent.

Agenda Item No. 24 - Approval of a Modification of Water Use Permit 2-041-216438-3 with a 0.0067 mgd Increase in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0504 mgd of Groundwater for Agricultural Use to Michael Wilkerson, at the Pretty House Project, Gilchrist County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Approved on Consent.

Agenda Item No. 25 - Approval of a Modification of Water Use Permit 2-075-221238-2 with a 0.2477 mgd Increase in Allocation and a Five-Year Permit Extension Authorizing the Use of 0.2492 mgd of Groundwater for Agricultural Use to Frances Weber, at the Simpson Jr Farms, LLC Project, Levy County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Approved on Consent.

Agenda Item No. 26 - Approval of a Modification of Water Use Permit 2-041-221225-2 with a 0.0586 mgd Decrease in Allocation and a Nine-Year Permit Extension Authorizing the Use of 0.0164 mgd of Groundwater for Agricultural Use to Shelly Hicks, at the R S Farms Project, Gilchrist County, with Seventeen Standard Conditions and Five Special Limiting Conditions. Approved on Consent.

Agenda Item No. 27 – Approval of a Modification of Water Use Permit 2-079-221676-3 with a 0.6912 mgd Decrease in Allocation and a Consolidation of Three Permits Authorizing the Use of 2.2577 mgd of Groundwater for Agricultural Use to Lee Peanut Farms, LLC, at the Hazelton Project, Madison County, with Seventeen Standard Conditions and Six Special Limiting Conditions. Approved on Consent.

Agenda Item No. 28 – Approval of a Modification of Water Use Permit 2-079-221866-3 with a 0.1144 mgd Increase in Allocation and a Consolidation of Three Existing Permits Authorizing the Use of 2.1929 mgd of Groundwater for Agricultural Use at the Woodlands Cumberland Project, Madison County. Warren Zwanka, Senior Hydrologist, presented staff recommendation to the Governing Board to approve a modification of Water Use Permit 2-079-221866-3 with a 0.1144 mgd increase in allocation and a consolidation of three existing permits authorizing the use of 2.1929 mgd of groundwater for agricultural use to Lee Peanut Farms, LLC, at the Woodlands Cumberland Project, Madison County, with seventeen Standard Conditions and six Special Limiting Conditions.

MRS. SANCHEZ MADE A MOTION TO APPROVE A MODIFICATION OF WATER USE PERMIT 2-079-221866-3 WITH A 0.1144 MGD INCREASE IN ALLOCATION AND A CONSOLIDATION OF THREE EXISTING PERMITS AUTHORIZING THE USE OF 2.1929 MGD OF GROUNDWATER FOR AGRICULTURAL USE TO LEE PEANUT FARMS, LLC, AT THE WOODLANDS CUMBERLAND PROJECT, MADISON COUNTY, WITH SEVENTEEN STANDARD CONDITIONS AND SIX SPECIAL LIMITING CONDITIONS. THE MOTION WAS SECONDED BY MR. SCHWAB. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 29 – Approval of a Renewal of Water Use Permit 2-029-216823-4, with a 0.5022 mgd Increase in Allocation, Authorizing the Use of 1.2200 mgd of Groundwater for Public Supply and Institutional Use at the Town of Cross City Project, Dixie County. Mr. Zwanka presented staff recommendation to the Governing Board for approval of a renewal of Water Use Permit 2-029-216823-4, with a 0.5022 mgd increase in allocation, authorizing the use of 1.2200 mgd of groundwater for Public Supply and institutional use to the Town of Cross City, at the Town of Cross City Project, Dixie County, with seventeen Standard Conditions and seven Special Limiting Conditions.

MR. JONES MADE A MOTION FOR APPROVAL OF A RENEWAL OF WATER USE PERMIT 2-029-216823-4, WITH A 0.5022 MGD INCREASE IN ALLOCATION, AUTHORIZING THE USE OF 1.2200 MGD OF GROUNDWATER FOR PUBLIC SUPPLY AND INSTITUTIONAL USE TO THE TOWN OF CROSS CITY, AT THE TOWN OF CROSS CITY PROJECT, DIXIE COUNTY, WITH SEVENTEEN STANDARD CONDITIONS AND SEVEN 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, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 30 – Approval of Permit Transfer and Modification of Water Use Permit 2-075-220952-5, with a 6.2738 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 2.6802 mgd of Groundwater for Agricultural Use at the Sleepy Creek Lands, LLC Chiefland Project, Levy County. Mr. Zwanka presented staff recommendation to the Governing Board for approval of permit transfer and modification of Water Use Permit 2-075-220952-5, with a 6.2738 mgd decrease in allocation and a ten-year permit extension, authorizing the use of 2.6802 mgd of groundwater for agricultural use to Sleepy Creek Lands, LLC, at the Sleepy Creek Lands, LLC Chiefland Project, Levy County, with seventeen Standard Conditions and nine Special Limiting Conditions.

MRS. SANCHEZ MADE A MOTION FOR APPROVAL OF PERMIT TRANSFER AND MODIFICATION OF WATER USE PERMIT 2-075-220952-5, WITH A 6.2738 MGD DECREASE IN ALLOCATION AND A TEN-YEAR PERMIT EXTENSION, AUTHORIZING THE USE OF 2.6802 MGD OF GROUNDWATER FOR AGRICULTURAL USE TO SLEEPY CREEK LANDS, LLC, AT THE SLEEPY CREEK LANDS, LLC CHIEFLAND PROJECT, LEVY COUNTY, WITH SEVENTEEN STANDARD CONDITIONS AND NINE SPECIAL LIMITING CONDITIONS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 31 – Approval of a Modification of Water Use Permit 2-047-221736-2 with a 0.9448 mgd Increase in Allocation Authorizing the Use of 2.7108 mgd of Groundwater for Agricultural Use at the Coggins Farm Supply Project, Hamilton County - **Updated**. Mr. Zwanka presented staff recommendation to the Governing Board for approval of a modification of Water Use Permit 2-047-221736-2 with a 0.9448 mgd increase in allocation, authorizing the use of 2.7108 mgd of groundwater for agricultural use to Lakeland Sands, LLC, at the Coggins Farm Supply Project, Hamilton County, with seventeen Standard Conditions and seven Special Limiting Conditions.

MR. SCHWAB MADE A MOTION FOR APPROVAL OF A MODIFICATION OF WATER USE PERMIT 2-047-221736-2 WITH A 0.9448 MGD INCREASE IN ALLOCATION, AUTHORIZING THE USE OF 2.7108 MGD OF GROUNDWATER FOR AGRICULTURAL USE TO LAKE LAND SANDS, LLC, AT THE COGGINS FARM SUPPLY PROJECT, HAMILTON COUNTY, WITH SEVENTEEN STANDARD CONDITIONS AND SEVEN SPECIAL LIMITING CONDITIONS. THE MOTION WAS SECONDED BY MR. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 32 – Request for Authorization to Publish Notice of Rule Development to Amend Chapter 40B-3, Florida Administrative Code (F.A.C.) and File Rule and any Changes with the Department of State if no Objections are Received. Approved on Consent.

Agenda Item No. 33 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

Agenda Item No. 34 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item in the Board materials.

EXECUTIVE OFFICE

Agenda Item No. 35 – Approval of Updated Employment Policy. Approved on Consent.

Agenda Item No. 36 – Approval of Updated Vehicle Use Policy. Approved on Consent.

Agenda Item No. 37 – **Public Hearing** and Consideration of Resolution Number 2015-12 Authorizing the Purchase of the Alligator Creek / Steffen Property, 14+/- Acres in Bradford County - **Updated**. Jon Dinges, Assistant Executive Director, presented a recommendation to the Governing Board to conduct a Public Hearing and, subject to public comment that may be received, to approve Resolution Number 2015-12 authorizing the Executive Director to exercise an option contract to purchase the Alligator Creek Tract, 14+/- acres, from John and Deborah Steffen in Bradford County and convey the tract to the City of Starke with the District retaining a Conservation Easement.

Chair Quincey opened the public hearing regarding Agenda Item No. 37 to receive public comment.

Steve Gladdin provided comments to the Board.

Chair Quincey closed the public hearing.

MS. JOHNS MADE A MOTION TO APPROVE RESOLUTION NUMBER 2015-12 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE AN OPTION CONTRACT TO PURCHASE THE ALLIGATOR CREEK TRACT, 14+/- ACRES, FROM JOHN AND DEBORAH STEFFEN IN BRADFORD COUNTY AND CONVEY THE TRACT TO THE CITY OF STARKE WITH THE DISTRICT RETAINING A CONSERVATION EASEMENT.. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 38 – Interagency Agreement Between Suwannee River Water Management District and Southwest Florida Water Management District Providing for Implementation of Year-Round Water Conservation Measures and Water Shortage Plan for Levy County. Steve Minnis, Governmental Affairs and Communications Director, presented a recommendation to the Governing Board to approve an Interagency Agreement between Suwannee River Water Management District and Southwest Florida Water Management District providing for Implementation of Year-Round Water Conservation Measures and Water Shortage Plan for Levy County.

MRS. JOHNS MADE A MOTION TO APPROVE AN INTERAGENCY AGREEMENT BETWEEN SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROVIDING FOR IMPLEMENTATION OF YEAR-ROUND WATER CONSERVATION MEASURES AND WATER SHORTAGE PLAN FOR LEVY COUNTY. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 39 – Proclamation for Water Re-Use Week. Ann B. Shortelle, Executive Director, presented a recommendation to the Governing Board to proclaim May 17-23, 2015 as Florida Water Reuse Week.

MRS. SANCHEZ MADE A MOTION TO PROCLAIM MAY 17-23, 2015 AS FLORIDA WATER REUSE WEEK. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 40 – Approval of Resolution Number 2015-09, Appreciation and Commendation for the Service of Donald “Ray” Curtis, III to the Citizens of the Suwannee River Water Management District. Dr. Shortelle, Executive Director, presented a recommendation to the Governing Board to approve Resolution Number 2015-09 for the service of Donald “Ray” Curtis, III to the Citizens of the Suwannee River Water Management District.

Agenda Item No. 41 – Approval of Resolution Number 2015-10, Appreciation and Commendation for the Service of Dr. George Cole to the Citizens of the Suwannee River Water Management District. Dr. Shortelle presented a recommendation to the Governing Board to approve Resolution Number 2015-10 for the service of Dr. George Cole, Jr. to the citizens of the Suwannee River Water Management District.

MRS. JOHNS MADE A MOTION TO APPROVE RESOLUTION NUMBER 2015-09 FOR THE SERVICE OF DONALD “RAY”: CURTIS, III TO THE CITIZENS OF THE SUWANNEE RIVER

WATER MANAGEMENT DISTRICT AND TO APPROVE RESOLUTION 2015-10 FOR THE SERVICE OF DR. GEORGE COLE. JR. TO THE CITIZENS OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, B. WILLIAMS, G. WILLIAMS AND QUINCEY.)

Agenda Item No. 42 – 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. 43 – 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. 44 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Meeting adjourned at 11:55 a.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
 GOVERNING BOARD WORKSHOP

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

Following Board Meeting
 May 15, 2015

Putnam Lodge
 Cross City, FL

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	Bradley Williams		X	
Coastal River Basin	Richard Schwab		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	Sec/Treasurer	X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams			X
At Large	Gary Jones		X	

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs/Comm. Director	Steve Minnis		X
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:

Kenny Blanton, Black & Veatch	Leslie Sapp
Barney & Renata Cannon	Jeff Hill
Kent Koptiuch, Nestle Waters	Jim Tatum, Our Santa Fe River, Inc.
Steve Gladdin	Laura Donaldson, Manson, Bolves & Donaldson
Doug Manson, Manson, Bolves & Donaldson	Jean Wonser, Circle Pine Farm
John Sabine, Plum Creek Timber	Steven Hollingsworth, H2O Mobile Lab
Cory Mikell, H2O Mobile Lab	Merrilee Malwitz-Jipson, Our Santa Fe River
Linda Clemens, FDEP	Charles Shinn, Florida Farm Bureau
Warren Zwanka, SRWMD	Carree Olshansky, SRWMD

Minutes of Governing Board Meeting
May 14, 2015
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Tom Mirti, SRWMD
Jessy Preston, SRWMD
Robin Lamm, SRWMD

Megan Wetherington, SRWMD
Dale Jenkins, SRWMD
Abby Johnson, SRWMD

Legislative Summary

Steve Minnis provided a summary of legislative bills and activities that occurred during the 2015 Regular Legislative Session.

Water Conservation Update

Carree Olshansky provided an update on current water conservation programs and projects at the District.

Projects Update

Dave Dickins provided an overview of District projects initiated since 2012.

The workshop ended at 2:08 p.m.

Chair

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration & Operations

DATE: May 25, 2015

RE: Approval of April 2015 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the April 2015 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
April 2015**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$171,536.68
First Federal Permit Fee	\$4.70	0.30%	\$17,859.56
First Federal Depository	\$295.09	0.37%	\$3,799,760.15
SPIA	\$63,386.26	1.62%	\$47,328,795.43
SBA Fund A	\$0.00	0.00%	\$17.23
TOTAL	\$63,686.05		\$51,317,969.05

Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending April 30, 2015
(Unaudited)

	Current Budget	Actuals Through 4/30/2015	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$5,584,081	\$ 5,003,815	\$ (580,266)	90%
Intergovernmental Revenues	\$22,554,312	5,668,072	(16,886,240)	25%
Interest on Invested Funds	\$354,000	396,023	42,023	112%
License and Permit Fees	\$75,000	77,911	2,911	104%
Other	\$410,000	306,974	(103,026)	75%
Fund Balance	\$8,395,690	923,811	(7,471,879)	11%
Total Sources	\$37,373,083	\$ 12,376,607	\$ (24,996,476)	33%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$9,199,683	\$ 3,406,163	\$ 12,257	\$ 5,781,262	37%	37%
Acquisition, Restoration and Public Works	\$22,371,485	2,217,491	18,522	20,135,472	10%	10%
Operation and Maintenance of Lands and Works	\$2,700,630	1,058,809	7,377	1,634,445	39%	39%
Regulation	\$1,278,445	647,119	18,579	612,747	51%	52%
Outreach	\$250,484	119,466	-	131,018	48%	48%
Management and Administration	\$1,572,356	842,001	2,345	728,010	54%	54%
Total Uses	\$37,373,083	\$ 8,291,049	\$ 59,080	\$ 29,022,954	22%	22%

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

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

This financial statement is prepared as of April 30, 2015 and covers the interim period since the most recent audited financial statements.

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL

April 30, 2015

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	11,555,433.80	0.00	37,373,083.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,911,556.65	0.00	6,226,399.00
TOTAL OTHER PERSONAL SERVICES	2,424,684.25	27,859.15	21,823,368.00
TOTAL OPERATING EXPENSES	758,923.27	21,046.08	2,109,418.00
TOTAL CAPITAL OUTLAY	407,837.22	0.00	653,459.00
TOTAL FIXED CAPITAL OUTLAY	787,074.85	0.00	1,610,115.00
TOTAL INTERAGENCY EXPENSES	1,000,972.44	10,174.95	4,950,324.00
TOTAL EXPENDITURES	<u>8,291,048.68</u>	<u>59,080.18</u>	<u>37,373,083.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,264,385.12</u>	<u>(59,080.18)</u>	<u>0.00</u>
NET CHANGE IN FUND BALANCE	✓ <u>923,811.48</u>		

Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	7,653,494.50	0.00	15,756,647.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	1,695,425.98	0.00	3,541,103.00
TOTAL OTHER PERSONAL SERVICES	146,955.71	5,388.73	2,316,234.00
TOTAL OPERATING EXPENSES	668,029.00	13,669.26	1,616,796.00
TOTAL CAPITAL OUTLAY	332,450.07	0.00	553,700.00
TOTAL FIXED CAPITAL OUTLAY	199,060.00	0.00	446,500.00
TOTAL INTERAGENCY EXPENSES	121,775.43	0.00	676,641.00
TOTAL EXPENDITURES	<u>3,163,696.19</u>	<u>19,057.99</u>	<u>9,150,974.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>4,489,798.31</u>	<u>(19,057.99)</u>	<u>6,605,673.00</u>

Fund 03: Lobbyist Registration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	2,121.08	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,163.34	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	164.64	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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>2,327.98</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ <u>(206.90)</u>	<u>0.00</u>	<u>0.00</u>

*Excess to be covered by Reserves

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL

April 30, 2015

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	4,250,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	124,855.70	0.00	4,250,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>124,855.70</u>	<u>0.00</u>	<u>4,252,750.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(124,855.70)</u>	<u>0.00</u>	<u>(2,750.00)</u>

*Excess to be covered by DEP Reimbursement Grant

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	1,430,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	66,303.10	6,935.60	1,430,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>66,303.10</u>	<u>6,935.60</u>	<u>1,430,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(66,303.10)</u>	<u>(6,935.60)</u>	<u>0.00</u>

*Excess to be covered by DEP Reimbursement Grant

Fund 06: Springs Restoration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	40,700.00	0.00	8,123,660.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	3,625.67	0.00	441,800.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	8,215,000.00
TOTAL OPERATING 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 EXPENSES	62,100.00	0.00	1,265,100.00
TOTAL EXPENDITURES	<u>65,725.67</u>	<u>0.00</u>	<u>9,921,900.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(25,025.67)</u>	<u>0.00</u>	<u>(1,798,240.00)</u>

*Excess to be covered by DEP Reimbursement Grant

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
April 30, 2015

Fund 07: Local Revenue	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	105,600.00	0.00	84,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING 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 EXPENSES	91,600.00	0.00	84,000.00
TOTAL EXPENDITURES	<u>91,600.00</u>	<u>0.00</u>	<u>84,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>14,000.00</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>
REVENUES			
TOTAL REVENUES	565,188.36	0.00	2,213,161.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	359,790.66	0.00	732,724.00
TOTAL OTHER PERSONAL SERVICES	744,084.26	0.00	2,431,991.00
TOTAL OPERATING EXPENSES	2,914.67	0.00	25,750.00
TOTAL CAPITAL OUTLAY	44,225.59	0.00	49,009.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	197,892.24	10,174.95	212,181.00
TOTAL EXPENDITURES	<u>1,348,907.42</u>	<u>10,174.95</u>	<u>3,451,655.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(783,719.06)</u>	<u>(10,174.95)</u>	<u>(1,238,494.00)</u>

*Excess to be covered by DEP Reimbursement Grant

Fund 10: Florida Forever & P-2000	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	629,888.63	0.00	939,700.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	14,313.95	0.00	47,385.00
TOTAL OTHER PERSONAL SERVICES	47,676.25	0.00	923,000.00
TOTAL OPERATING EXPENSES	1,070.51	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	1,100.00	0.00	576,700.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>64,160.71</u>	<u>0.00</u>	<u>1,547,085.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>565,727.92</u>	<u>0.00</u>	<u>(607,385.00)</u>

*Excess to be covered by Carryover from FY 2014

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
April 30, 2015

Fund 11: FEMA FY 2009	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	15,721.45	0.00	14,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	15,721.45	0.00	14,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>15,721.45</u>	<u>0.00</u>	<u>14,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 12: DOT ETDM	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	30.44	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>30.44</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(30.44)</u>	<u>0.00</u>	<u>0.00</u>

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

Fund 13: WMLTF / Operations	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	1,149,048.19	0.00	2,918,915.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	355,646.02	0.00	613,197.00
TOTAL OTHER PERSONAL SERVICES	391,786.60	0.00	932,900.00
TOTAL OPERATING EXPENSES	71,831.28	7,376.82	407,208.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	586,914.85	0.00	586,915.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	178,500.00
TOTAL EXPENDITURES	<u>1,406,178.75</u>	<u>7,376.82</u>	<u>2,718,720.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(257,130.56)</u>	<u>(7,376.82)</u>	<u>200,195.00</u>

*Excess to be covered by DEP Reimbursement Grant

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
April 30, 2015

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	487,455.00	0.00	453,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	306,730.58	0.00	588,021.00
TOTAL OTHER PERSONAL SERVICES	39,826.98	15,534.82	58,000.00
TOTAL OPERATING EXPENSES	8,829.05	0.00	42,280.00
TOTAL CAPITAL OUTLAY	31,161.56	0.00	50,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	18,720.00	0.00	18,720.00
TOTAL EXPENDITURES	<u>405,268.17</u>	<u>15,534.82</u>	<u>757,771.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>82,186.83</u>	<u>(15,534.82)</u>	<u>(304,771.00)</u>

*Excess to be covered by DEP Reimbursement Grant

Fund 16: Delineated Areas	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	19,450.73	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	26,472.90	0.00	37,814.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,711.00
TOTAL OPERATING EXPENSES	602.63	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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>27,075.53</u>	<u>0.00</u>	<u>44,025.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(7,624.80)</u>	<u>0.00</u>	<u>(44,025.00)</u>

*Excess 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>
REVENUES			
TOTAL REVENUES	115,928.02	0.00	75,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	146,997.62	0.00	224,355.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,548.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>146,997.62</u>	<u>0.00</u>	<u>225,903.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(31,069.60)</u>	<u>0.00</u>	<u>(150,903.00)</u>

*Excess to be covered by Reserves

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL

April 30, 2015

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	359.49	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	359.49	0.00	0.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(359.49)	0.00	0.00

*Excess to be covered by Reserves

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	175,539.64	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING 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 EXPENSES	175,539.64	0.00	227,000.00
TOTAL EXPENDITURES	175,539.64	0.00	227,000.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	(227,000.00)

Fund 44: Surface Water Improvement	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	58,933.00	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	3,984.00
TOTAL OPERATING EXPENSES	4,331.51	0.00	10,134.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	54,601.49	0.00	44,815.00
TOTAL EXPENDITURES	58,933.00	0.00	58,933.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	(58,933.00)

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL

April 30, 2015

Fund 45: FEMA FY 2010	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	11,147.50	0.00	339,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	11,147.50	0.00	339,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>11,147.50</u>	<u>0.00</u>	<u>339,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 48: FEMA FY 2011	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	336,488.00	0.00	285,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	336,488.00	0.00	285,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>336,488.00</u>	<u>0.00</u>	<u>285,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<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>
REVENUES			
TOTAL REVENUES	0.00	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	186,412.75	0.00	0.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	40,000.00
TOTAL EXPENDITURES	<u>186,412.75</u>	<u>0.00</u>	<u>40,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(186,412.75)</u>	<u>0.00</u>	<u>(40,000.00)</u>

*Excess to be covered by Reserves

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL

April 30, 2015

Fund 53: District River Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	124,696.25	0.00	130,000.00
TOTAL OPERATING EXPENSES	1,149.98	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 EXPENSES	278,743.64	0.00	2,203,367.00
TOTAL EXPENDITURES	<u>404,589.87</u>	<u>0.00</u>	<u>2,333,367.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ <u>(404,589.87)</u>	<u>0.00</u>	<u>(2,333,367.00)</u>

*Excess to be covered by Reserves

Fund 54: FEMA FY 2012	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	114,277.70	0.00	362,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	114,277.70	0.00	362,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>114,277.70</u>	<u>0.00</u>	<u>362,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<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>
REVENUES			
TOTAL REVENUES	74,452.00	0.00	129,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	74,452.00	0.00	129,000.00
TOTAL OPERATING 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 EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>74,452.00</u>	<u>0.00</u>	<u>129,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration & Operations
DATE: May 25, 2015
RE: Florida Greenways and Trails Designation Agreement

RECOMMENDATION

Staff recommends the Governing Board approve the agreement to allow properties owned by the District and managed by Florida State Parks to be designated as part of the Florida Greenways and Trails System.

BACKGROUND

In January 2015, the District was approached by the Office of Greenways and Trails requesting the District to sign a consent form indicating the District's willingness to participate with the Office of Greenways and Trails in designating District lands as part of the Florida Greenways and Trails System.

Specific properties include all lands owned by the District that are managed by Florida State Parks. The consent was approved by the Florida Greenways and Trails Council on March 19, 2015, allowing the Office of Greenways and Trails to negotiate with the District on the subject agreement.

This non-regulatory designation will have no impact on District management or land use. The agreement is subordinate to the lease agreements already in place with Florida State Parks; the District can remove the designation at any time. The agreement allows the Department of Environmental Protection, through the Office of Greenways and Trails, to make the lands a part of the statewide system of greenways and trails for recreation opportunities.

WVM/bmp
Attachment

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA GREENWAYS AND TRAILS PROGRAM**

DESIGNATION AGREEMENT

**FLORIDA STATE PARKS JOINTLY OWNED BY THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

This Designation Agreement, entered into on this ___day of _____, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, OFFICE OF GREENWAYS AND TRAILS (hereinafter referred to as “Department”), the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter referred to collectively as “Landowner”), and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, (hereinafter referred to as “Manager”) by and through the undersigned, formally designates the public lands depicted in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as “designated lands”) as part of the Florida Greenways and Trails System, as defined in Section 260.014, Florida Statutes.

WITNESSETH:

WHEREAS, the Department is given authority in Section 260.016, Florida Statutes, to develop and implement a voluntary process for designation of lands or waterways as a part of the statewide system of greenways and trails.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties do hereby agree to the following:

1. The Manager:

- a. Shall be responsible for the management, operation and maintenance of the designated lands, in accordance with Exhibit B attached hereto and by this reference made a part hereof.
- b. Shall be responsible for notifying the Department of any change in the following: property ownership or management; the condition or extent of natural, recreational, cultural or historic resources described in the designation application or its attachments; or the expansion or improvement of the project or its amenities and facilities.
- c. Shall submit a Resource Certification, a copy of which is attached hereto as Exhibit C and incorporated herein by reference, at the request of the Department, every five years from the date of this Designation Agreement, which states that the natural, recreational, cultural or historical resources identified on the designated lands are being maintained.

- d. Shall erect a permanent sign(s) on public lands or waterways depicted in Exhibit A reflecting designation into the Florida Greenways and Trails System in accordance with guidelines provided by the Department, when available.

2. The Department:

- a. Shall provide signs, when available, indicating the property is designated as part of the Florida Greenways and Trails System.
- b. Agrees that this Designation Agreement shall have no effect upon the disposition of improvements made to the public lands by the Landowner, the Department, or others, whether existing at the time of designation or to be constructed or erected later, unless otherwise agreed herein.

3. The Landowner and Department:

- a. Agree that sufficient information exists and/or field verification has occurred to assure that the characteristics of the public lands meet the criteria contained in Rule 62S-1.400, Florida Administrative Code.
- b. Agree that this Designation Agreement will be subordinate to the interests stated in any existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the designated lands.

4. Term, Modification and Termination of this Designation Agreement:

- a. The term of this Designation Agreement shall be 20 years.
- b. This Designation Agreement may be modified to encompass additional adjacent public lands owned by the Landowner. Any such modification to this Designation Agreement shall not be valid unless it complies with the requirements set forth in paragraph 5. below.
- c. The Department may withdraw from this Designation Agreement at any time or remove the said designated lands from the Florida Greenways and Trails System by action of the Secretary of the State of Florida Department of Environmental Protection if:
 - (1) the component fails to accomplish or becomes unsuitable for the purposes for which it was designated; or
 - (2) there is no longer an ability to manage the designated lands as intended in this Designation Agreement and no replacement manager can be identified.
- d. In the event that the ownership of the designated lands changes, this Designation Agreement will be null and void.

e. The Landowner has the statutory right to remove the public lands from designation at any time by providing the Department with a written request that references this Designation Agreement.

5. This Designation Agreement represents the entire agreement of the parties. Any alterations, variations, changes, or modifications of this Designation Agreement shall only be valid when they have been reduced to writing, duly signed by each party hereto and attached to this Designation Agreement.

This Designation Agreement is executed by a duly authorized representative of each party and is effective on the day and year first above written.

**BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

By: _____
Kelley Boree, Director
Division of State Lands, State of Florida
Department of Environmental Protection,
as agent for and on behalf of the Board
of Trustees of the Internal Improvement
Trust Fund of the State of Florida

“LANDOWNER”

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Donald J. Quincey, Jr., Chairman, Governing Board

“LANDOWNER”

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS**

By: _____
Donald Forgione, Director

“MANAGER”

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS,
OFFICE OF GREENWAYS AND TRAILS**

By: _____
Samantha Browne, Program Administrator/Chief

“DEPARTMENT”

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT A

Florida State Parks Jointly Owned by the Board of Trustees of the Internal Improvement Trust Fund and the Suwannee River Water Management District - Agreement OGT-DA0078

DESCRIPTION	COUNTY(S)	TYPE	ACRES	NUMBER
Big Shoal State Park	Hamilton/Columbia	Site	1,681.01	OGT-DA0078
Lafayette Blue Springs State Park (inclds river camps)	Lafayette/Hamilton/Suwannee	Site	778.19	OGT-DA0078
Manatee Springs State Park (inclds Andersons Landing)	Levy	Site	2,447.80	OGT-DA0078
Stephen Foster Folk Cultural Center State Park	Hamilton	Site	903.90	OGT-DA0078
		TOTAL ACREAGE	5,810.90	
TOTAL NUMBER OF DESIGNATIONS	4			

Tuesday, April 14, 2015

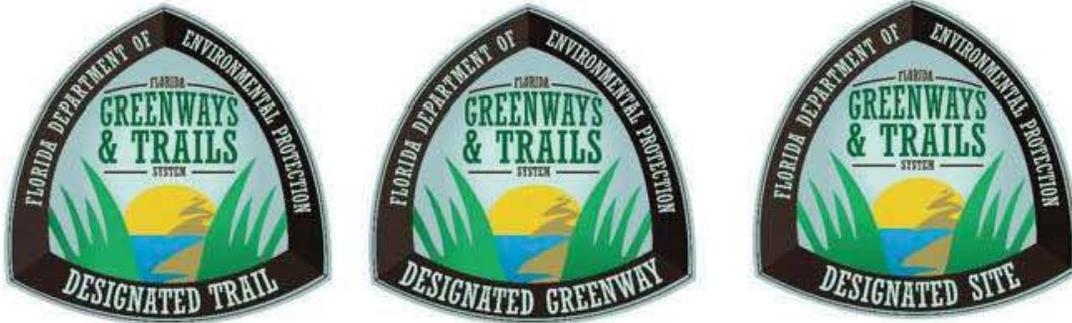
Page 1 of 1

EXHIBIT B

Approved management plans can be obtained by visiting
<http://www.dep.state.fl.us/parks/planning/plans.htm>

Or by contacting the Division's Office of Park Planning at (850) 245-2157

EXHIBIT C



**PUBLIC LANDS OR WATERWAYS DESIGNATION
RESOURCE CERTIFICATION**

By signing this document, the Manager does hereby certify that the natural, recreational, cultural or historic resources identified on the public lands or waterways designated as part of the Florida Greenways and Trails System in Designation Agreement Number OGT-DA0078, are being maintained in a manner consistent with the terms of the agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS

By: _____

Print/Type Name

Title

Date

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration and Operations
DATE: May 25, 2015
SUBJECT: Land and Facilities Operations Activity Summary

District staff conducted a Land Management Review Team meeting and tour on April 22, 2015, of the Aucilla and Econfina River basin lands as required by Florida Statutes.

Edwin McCook, Land Management Specialist, and Bob Heeke, Senior Land Resources Manager, assisted Florida Fish & Wildlife Conservation Commission (FWC) and the National Wild Turkey Federation (NWTF) with a special-opportunity youth turkey hunt on the Little River Wildlife Management Area. The NWTF filmed the hunt to later broadcast on their cable television program, *Save the Habitat...Save the Hunt*. The District, through FWC, received a grant from NWTF to do a restoration project on the Little River Tract.

Staff repaired the rub rails on the bridge that had been damaged on the L. A. Bennett Road (South Canal Road) over the Steinhatchee River. The damaged rails were a safety hazard for the bridge users.

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

Prescribed Fire

Summary Table FY 2015	2015 Target Acres	Acres Complete
Suwannee River Water Management District	10,750	6,996
Florida Forest Service burns on Twin Rivers State Forest	2,000	1,628
TOTAL	12,750	8,624

Prescribed Burn Activity (April 10 – May 12, 2015)

TRACT	COUNTY	ATK1	B&B DUGGER	NRPS	WFS	FFS COOP	FFS TRSF	TOTAL ACRES	TOTAL WILDFIRE ACRES
Woods Ferry	Suwannee			311					
Santa Fe Swamp	Bradford			120					
Alachua	Bradford			60					
Little River	Suwannee				211				0
Gar Pond	Columbia				271				
Turner Bridge	Hamilton				152				
Steinhatchee Springs	Lafayette					302			
<i>Sub-total for Period</i>		0	0	491	634	302	0	1,427	0
<i>Previous Acres Burned</i>		0	2,267	1,989	1,313	0	1,628	0	4
Total Acres		0	2,267	2,480	1,947	302	1,628	8,624	4

Timber

- Harvesting commenced on the Steinhatchee Rise Timber Sale on December 3, 2014. Timber harvesting was completed on January 9, 2015.
- Little Shoals #4 is too wet to harvest.
- The contract has been executed on the Mill Creek North #4 Timber Sale, and the pre-harvest meeting was held on December 31, 2014. Currently, the tract is too wet to harvest.
- The contract has been executed on the Steinhatchee Springs #12 Timber Sale. Harvesting started on March 2; the loggers had to move off the tract on March 25 due to wet soils resulting in rutting from machinery. Staff continues to monitor ground conditions.

Tract	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Little River #4	13/14-134	478	17,854	\$98,905	Complete	October 6, 2014
Steinhatchee Rise #2	13/14-229	70	3,777	\$61,347.56	Complete	August 30, 2015
Little Shoals #4	14/15-023	129	0		Contract	October 30, 2015
Mill Creek North #4	14/15-049	211	0		Contract	December 22, 2015
Steinhatchee Springs #12	14/15-061	78	1,295	\$19,813	Harvest Suspended	January 6, 2016

Conservation Easement Monitoring

- Plum Creek: (Waccassasa, Manatee Springs/Suwannee Swamp and Gainesville Wellfield) Staff has reviewed, commented on the management plan, and met with Plum Creek about the management plan. Field inspections are being planned for May and June. Staff conducted one day of inspections on May 11. Recommendations for amendments were presented at the April Lands Committee meeting and approved by the Governing Board on May 14, 2015.
- Bascom Southern: (California Swamp) Staff has met with Campbell Global, conducted the office interview and completed the field inspection. The field inspection report is being completed for Campbell Group's review.
- Bailey Bothers, Inc.: (Hines Tract) Staff has met with the principal, and reviewed and approved the management plan. Preliminary field inspections of logging are complete. Recommendations for amendments were submitted to the March Lands Committee.
- Loncala, Inc.: (Monteocha Creek, Alapaha River and Santa Fe River) Staff has met with Loncala to review field operations in Gilchrist County.
- Sheppard Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Tisdale Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Meeks Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Mann Conservation Easement: On March 18, 2015, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Jackson Conservation Easement: On April 2, 2015, staff met with the owner and completed the annual inspection, monitoring report and reviewed the Conservation Plan for the easement.

- Ace Ranch – Lafayette County (Mediation agreement approved by Governing Board on May 14, 2015. Agreement in process of being signed.)
- Deep Creek – Columbia County (Bill McKinstry reviewed the digital line work and has revised some of the work based on District data. Staff will determine a course forward for this Conservation Easement.)
- Jennings Bluff – Hamilton County (Staff recommendation is being reviewed by the District’s legal counsel.)

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 22, 2015

RE: Authorization to Enter into a Contract with Barnes, Ferland and Associates, Inc., for Hydrogeologic Consulting and Well Construction Management Services for the District's Monitor Well Network Improvement Plan

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Barnes, Ferland and Associates, Inc., for hydrogeologic consulting and well construction management services as part of the District's Monitor Well Network Improvement Plan for a cost not to exceed \$375,231.

BACKGROUND

In 2010, the Suwannee River Water Management District (District) identified four water resource caution areas (WRCAs) in the eastern portion of the District. The analysis used in the determination of the WRCAs identified the potential for cross-boundary impacts to the District's water resources due to groundwater withdrawals within the St. Johns River Water Management District, the District, and Georgia.

District staff identified groundwater monitoring data "gaps" within their jurisdictional boundaries and developed a Monitor Well Network Improvement Plan (Plan) to close the gaps. Staff presented the Plan to the Board at the October 2014 Governing Board Workshop, and was instructed to bring the item before the Board at the November 2014 Governing Board meeting for consideration. At the November 11, 2014 Board meeting, a Motion was passed to commit reserves in the amount of \$3,950,000 to implement the Plan.

The Plan consists of a three-year phased approach containing 26 new monitor well stations and associated wells. The total cost of \$3,950,000 includes \$200,000 for securing station locations and \$3,750,000 for well construction, and associated hydrogeologic testing and well construction management services. The attached map shows the general proposed station locations.

In order to implement the Plan, staff contacted Barnes, Ferland and Associates, Inc., (BFA) to provide a scope of services and fee to provide hydrogeologic and construction management services. BFA is currently under contract with the District (Contract No. 14/15-068) to provide environmental monitoring and assessment of natural systems services for the District. Listed services under the Contract include (but are not limited to) groundwater levels and quality,

hydrogeologic testing services, analysis and collection of data, environmental permitting and support, program development, project management and QA/QC (all services required for implementation of the Plan).

Attachment A contains the scope of services and fee estimate provided by BFA. The scope assumes construction management and hydrogeologic testing services for approximately 50 total estimated wells distributed among the 26 stations depending on geologic and aquifer conditions. Of the 50 wells, 26 wells will be completed in the Upper Floridan aquifer (one at each station), 7 will be completed in the intermediate aquifer system, and 17 will be completed in the surficial aquifer system. The actual number and locations of the intermediate and surficial aquifer systems wells may vary based on actual site conditions.

As previously mentioned, this work will be funded by District reserves and is included in the current fiscal year budget.

DJ/dd

SCOPE OF SERVICES
BARNES, FERLAND AND ASSOCIATES, INC.
(dba BFA Environmental)
TASK WORK ASSIGNMENT No. _____
SUWANNEE RIVER WATERMANAGMENT DISTRICT
MONITOR WELL NETWORK IMPROVEMENT PLAN
APRIL 28, 2015

BACKGROUND

In 2010, the Suwannee River Water Management District (SRWMD) identified four water resource caution areas in the eastern portion of the SRWMD. The analysis used in the determination of the water resource caution areas identified the potential for cross-boundary impacts to the SRWMD’s water resources due to groundwater withdrawals within the St. Johns River Water Management District (SRWMD), SRWMD, and Georgia.

SRWMD staff have identified groundwater monitoring data “gaps” in the SRWMD and developed a Monitor Well Network Improvement Plan (MWNIP) to close the gaps. Closing these gaps is essential for groundwater modeling improvements and long-term trend monitoring assessments. It is anticipated that monitor wells will be constructed and tested within the Upper Floridan aquifer and within the intermediate and surficial aquifer systems where they are present. Monitor wells will be designed for collecting representative water levels and water quality data.

Figure 1 shows the general locations of the new monitor well sites identified by the SRWMD. The MWNIP involves completing monitor wells at 26 locations over a three year period. This assumes 24 months for the well construction process (Tasks 1 & 5) and 12 months for pre/post activities and analysis (property acquisitions and Tasks 2-4 & 6). Barnes, Ferland and Associates, Inc. (BFA) will provide hydrogeologic consulting and well construction management services under the SRWMD Contract # 14/15-068, dated January, 9, 2015.. Well drilling, geophysical logging and laboratory services will be performed under separate contract.

SCOPE OF SERVICES

The Scope of Services for this investigation includes the following six tasks. A detailed description of the specific work items that will be accomplished under each task is provided below.

- Task 1 - Project Management and Administration
- Task 2 - Well Construction and Testing Plan
- Task 3 - Well Contractor Documents and Design Specifications
- Task 4 - Well Bidding Assistance
- Task 5 - Well Construction Observation and Testing
- Task 6 - Project Deliverables and Summary Report(s)

Figure 1 is a GIS map of the SRWMD showing the general locations of the 26 planned well sites, the Cody Escarpment and the intermediate aquifer system. Based on this initial evaluation (see Table 1), the

following number of monitor wells are anticipated:

- Seventeen (17) surficial aquifer system monitor wells
- Seven (7) Intermediate aquifer system monitor wells
- Twenty-six (26) Upper Floridan aquifer monitor wells

Task 1 - Project Management and Administration

Subtask 1.1 - Project Coordination

Completion of this scope of services will require extensive coordination and communication (phone calls, emails, etc.) between the SRWMD, drilling contractor(s) and laboratory. BFA will perform project coordination and manage drilling activities as necessary, up to the level of effort (budget) allocated for this task, to facilitate the work effort.

Subtask 1.2 - Project Meetings

BFA will prepare for and attend the following project meetings, site visits and teleconferences:

- One coordination/kickoff meeting at SRWMD office
- One design development/review meeting at SRWMD office
- One pre-bid meeting at SRWMD office
- One pre-construction meeting at SRWMD office
- Twenty-four (24) monthly teleconference progress meetings during construction
- Eight (8) quarterly construction progress meetings at SRWMD

Subtask 1.3 - Construction Administration

BFA will provide the following administrative services during construction of the monitor wells:

- Prepare and update project schedule monthly (24 updates)
- Review and process contractor submittals
- Preparation of 104 weekly summary reports of drilling and testing activities
- Review 24 Contractor's monthly payment applications

Task 2 - Well Construction and Testing Plan

A *Well Construction and Testing Plan* (Plan) will be developed for approval by the SRWMD. BFA will obtain and evaluate pertinent hydrogeologic information including existing well records and pertinent GIS coverages that may affect the well designs. The Plan will include details of well designs and construction and testing sequences, water quality sampling parameters and methods, pumping tests, geophysical logging, data evaluations, and project data forms.

Task 3 - Well Contract Documents and Design Specifications

BFA will prepare contract documents, including drawings and technical specifications, to the SRWMD for bidding of the wells, based on the approved Task 2 Plan. Each well will be designed with consideration of providing cost and time efficiency, providing quality results and achieving the project objectives identified by the SRWMD. The technical specifications will include (as applicable) construction including casing dimensions and open-hole depths, grouting of casings, formation sample collection, well development and pumping tests, drilling fluid management requirements, water quality sampling, and geophysical

logging of the well. The specifications will include General Items, Materials and Execution Sections in sufficient detail for completion of the project, bidding and for selection of drilling Contractor(s). The quantities shall be provided in unit price schedules for well construction.

It is assumed that one digital (PDF) version and up to two (2) hardcopy sets of the above listed construction documents will be submitted to SRWMD at the 60 percent, 90 percent and final design (or "Bid Ready") levels. It is assumed herein that BFA will only provide the technical specifications described above, and that the SRWMD will be responsible for preparing the front-end specifications and compiling the overall Project Manuals suitable for final bidding.

Task 4 - Well Bidding Assistance

The bid package will be prepared for the construction and testing of surficial, intermediate and Floridan aquifer system monitor wells. BFA will provide consultation during the bid process and will prepare clarifications, addenda as necessary and an engineering cost estimate for the Contractors' work. BFA will review bids from the potential well contractors and make recommendations to the SRWMD on the bids.

BFA will compile and prepare the final contract documents, with SRWMD assistance. It is assumed that up to two (2) sets of the contract documents will be submitted to the SRWMD and up to two (2) sets will be distributed to the selected Contractor(s).

Task 5 - Well Construction Observation and Testing

BFA will provide resident observation/construction supervision by a Qualified Hydrogeologist during well construction and testing as follows:

- Observe all pilot hole drilling and characterize the geology through inspection of drill cuttings;
- Observe the setting and grouting of all well casings;
- Observe geophysical and video logging;
- Observe well development, and assess discharge water for sand content and turbidity;
- Communicate daily progress with designated SRWMD PM;
- Complete field data forms including lithology, water levels, water quality, pump testing;
- Prepare daily field logs noting pertinent information (including, but not limited to work activities, material quantities used, equipment, personnel, weather, work compliance with specifications)

Task 6 - Deliverables and Hydrogeologic Summary Report

The deliverables associated with the MWNIP include:

- Meeting minutes
- Well Construction Permits
- Well Construction and Testing Plan
- Weekly field summary reports
- Construction schedule
- Construction photographs
- SRWMD/Driller's Well Completion Report/Form
- MWNIP Summary Reports for each of the 26 sites

- SRWMD Monitor Well Inventory Data Dictionary Form(s)

Upon completion of each monitor well site, BFA will compile and evaluate all data collected and prepare a brief report summarizing the well construction and testing details to meet the SRWMD's objectives of this project. The report shall include all essential text, photos, graphs and tables summarizing the information obtained and analyses performed, including the as-built well drawings, lithology, hydrogeologic units, water levels, geophysical logging (as applicable) and other pertinent data.

Draft deliverables will be submitted in hard copy and electronic format for review by the SRWMD. Three (3) copies of the draft will be submitted, and the SRWMD will provide review comments within two (2) weeks (four [4] weeks for the final report). The review time may be adjusted if authorized by the SRWMD Project Manager. One electronic (PDF) and five (5) hard copies of the final deliverables will be submitted for approval after incorporating any revisions resulting from the draft review.

ASSUMPTIONS

1. Well drilling, geophysical logging and laboratory testing services will be performed under separate contracts with the SRWMD.
2. The SRWMD will acquire all 26 well sites and stake and provide GPS coordinates at the proposed well locations. Ideally, five or more well sites will be acquired/ready prior to contractor mobilizations.
3. This scope of services assumes 24 months for the well construction process (Tasks 1 & 5) and 12 months for pre/post activities and analysis (property acquisitions and Tasks 2-4 & 6). Should the construction schedule become extended, BFA may request authorization from SRWMD for a budget modification.
4. Delays could occur during construction of wells due to unstable zones within the formation, dredging sediments, fishing for tools dropped in the well or other contractor performance related delays. Should additional construction management/observation services be necessary beyond the level of effort (Task 5 budgeted hours) detailed in Attachment 1, BFA may request authorization from SRWMD for a budget modification.
5. Depending on well site and drilling conditions, contract change orders may be appropriate (such as access roads or ground subsidence). Should additional change order services be necessary beyond the level of effort (Task 1.3 budgeted hours) detailed in Attachment 1, BFA may request authorization from SRWMD for a budget modification.

SCHEDULE

BFA's Scope of Services is anticipated to be completed within thirty six (36) months from the Notice to Proceed date. BFA will strive to complete construction of the 26 well sites within twenty-four (24) months by constructing more than one well at the same time. The overall schedule is dependent upon site acquisitions, the bidding and construction process and contracting with qualified drilling companies.

ESTIMATED BUDGET

The task estimated budgets are on a *Fee Not to Exceed* basis as summarized in the following table:

Tasks	Description	Budget
1	Project Management and Administration	\$104,985
2	Well Construction and Testing Plan	\$7,738
3	Well Contract Documents and Design Specifications	\$15,350
4	Well Bidding Assistance	\$9,357
5	Well Construction Observation and Testing	\$202,032
6	Deliverables and Hydrogeologic Summary Reports	\$35,769
	Total Estimated Budget	\$375,231

BFA will provide the scope of services described above to the level of effort indicated by the budget tables of Attachment 1. The budgeted amounts for various tasks presented in Attachment 1 are estimates used to develop the total not-to-exceed amount of **\$375,231** and includes all direct expenses. BFA shall only incur costs in excess of the not-to-exceed amount with prior authorization by SRWMD to incur such costs.

Table 1 - MWNIP Anticipated Monitor Wells (see Figure 1)

Well ID	Surficial	Intermediate	Floridan
1	X		X
2	X		X
3	X	X	X
4	X	X	X
5	X		X
6	X		X
7	X		X
8	X		X
9			X
10	X		X
11	X		X
12	X		X
13			X
14	X		X
15	X	X	X
16	X	X	X
17	X	X	X
18	X	X	X
19	X	X	X
20			X
21			X
22			X
23			X
24			X
25			X
26			X
TOTALS	17	7	26

Attachment 1
Estimated Budget
SRWMD Monitor Well Network Improvement Plan

TABLE 2. LABOR BUDGET

Task #	Task Description	Task Labor Hours	Task Labor Cost	BFA Staff				
				Pat Barnes, Senior Professional Geologist	John Watson, Project Manager	Joel Kimrey, Senior Professional Geologist	Roger Simon, Staff Hydrogeologist	Damian Allen GIS/CAD Analyst
				\$179.99	\$123.03	\$102.55	\$78.47	\$80.58
1	Project Management and Administration	876	\$ 104,985	120	540	-	216	-
1.1	Project Coordination	560	\$ 66,324	80	320	-	160	-
1.2	Project Meetings	192	\$ 24,474	40	120	-	32	-
1.3	Construction Administration	124	\$ 14,186	-	100	-	24	-
2	Well Construction and Testing Plan	64	\$ 7,738	8	40	4	-	12
3	Well Contract Documents and Design Specifications	132	\$ 15,350	4	100	4	8	16
4	Well Bidding Assistance	80	\$ 9,357	4	60	-	16	-
5	Well Construction Observation and Testing	2,428	\$ 202,032	8	240	-	2,180	-
5.1	24 Surficial & Intermediate Aquifer Monitor Wells	544	\$ 45,767	4	60	-	480	-
5.2	26 Upper Floridan Aquifer Monitor Wells	1,884	\$ 156,264	4	180	-	1,700	-
6	Deliverables and 26 Hydrogeologic Summary Reports	316	\$ 35,769	16	200	16	60	24
	TOTAL LABOR HOURS	3,896		160	1,180	24	2,480	52
	TOTAL LABOR COST		\$ 375,231	\$ 28,798	\$ 145,175	\$ 2,461	\$ 194,606	\$ 4,190

Labor cost includes direct expenses (travel, copies, field equipment)

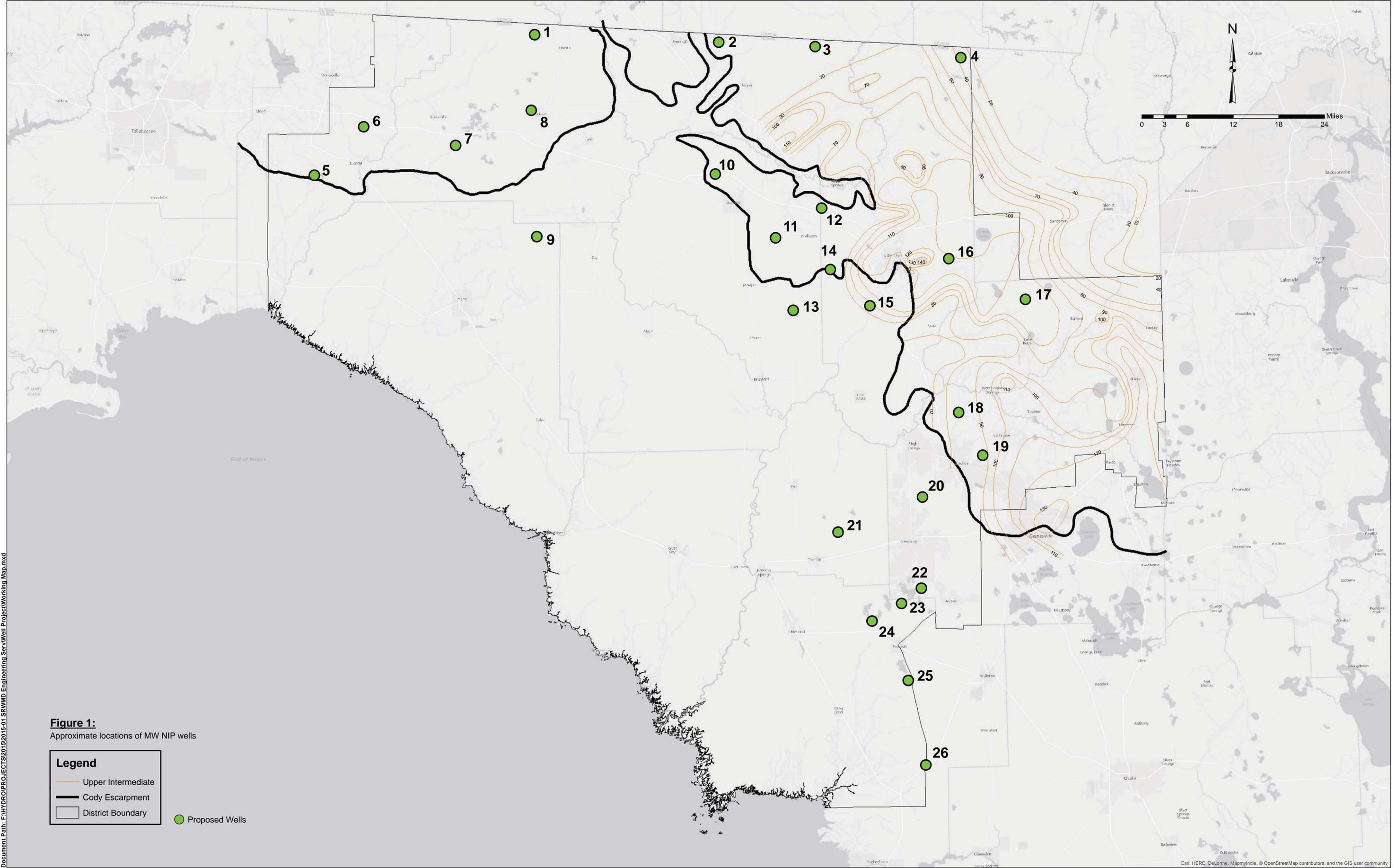
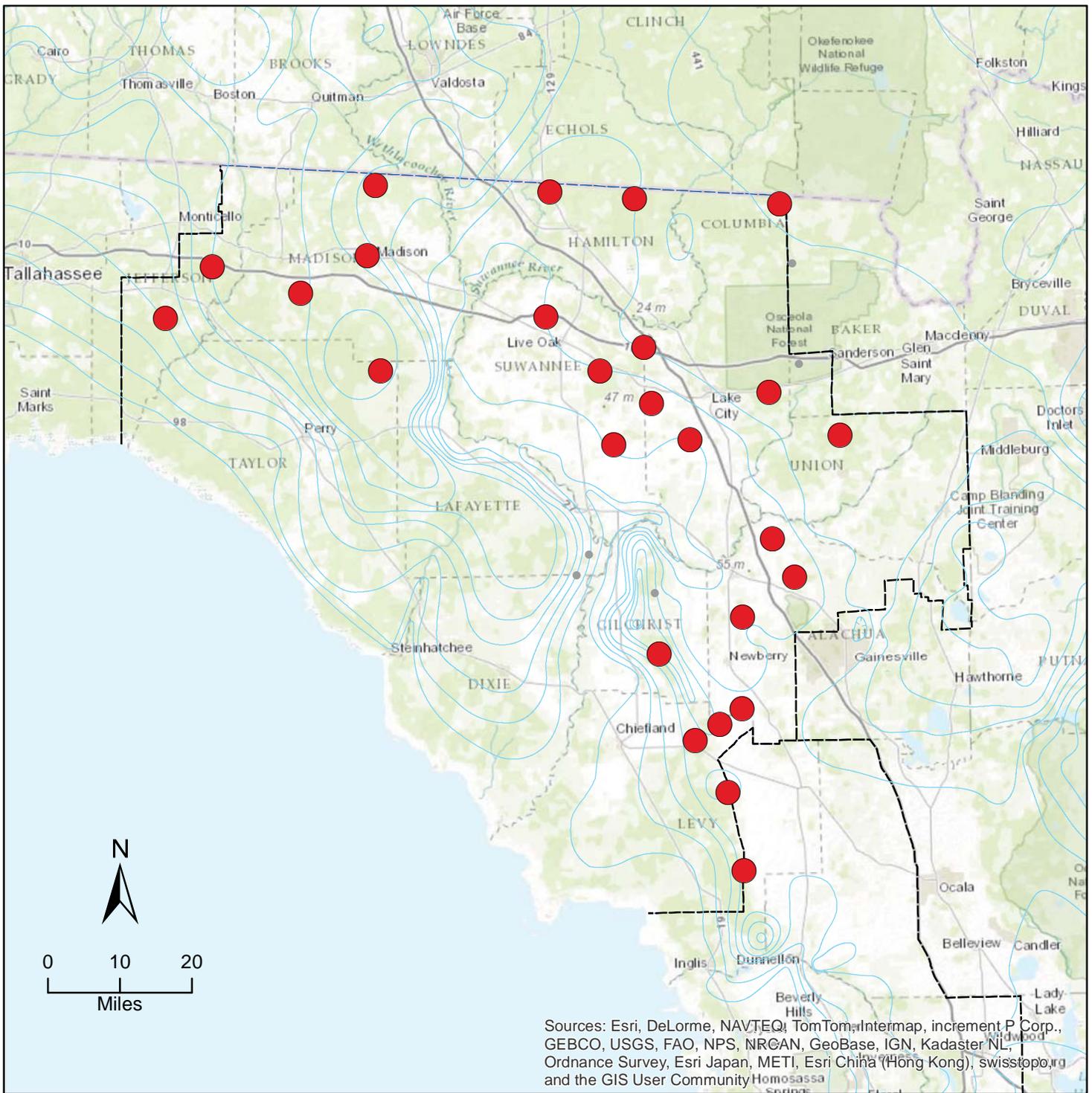


Figure 1:
Approximate locations of MW NIP wells

- Legend**
-  Cody Escarpment
 -  District Boundary
 -  Proposed Wells



Proposed Locations for Acquisition of Property Interests and Drilling of Monitor Wells 2015-2017



- Proposed New Well or Well Cluster Locations
- USGS 2010 Potentiometric Contours

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 22, 2015

RE: Authorization to Accept \$250,000 from the Florida Department of Agriculture and Consumer Services (FDACS) to Amend the Fiscal Year 2014/2015 Budget with the Addition of the \$250,000 Grant and to Enter into Contracts with Seven Dairies for Nutrient Reduction Projects for \$1,428,679 Which Will Consist of the \$250,000 from FDACS, \$92,000 from FDEP, and \$258,679 from District Agricultural Cost-Share Funds

RECOMMENDATION

Staff recommends the Governing Board accept \$250,000 from Florida Department of Agriculture and Consumer Services (FDACS), approve Resolution 2015-17 to amend Fiscal Year 2014-2015 Budget from \$46,237,481 to 46,487,481 to recognize \$250,000 from FDACS in unanticipated revenue and expenditures, and authorize the Executive Director to enter into contracts with seven Dairy Producers for Advanced Storage and Use of Dairy Wastewater for Springs Nutrient Reduction Projects for an amount not to exceed \$1,428,679.

BACKGROUND

The District is partnering with FDACS and the Florida Department of Environmental Protection (FDEP) on seven dairy projects to reduce nutrient loading to springs in the Suwannee River and Santa Fe River basins. At the January 2015 Governing Board meeting, the Board accepted \$920,000 from FDEP to provide cost-share for dairy wastewater management improvements. FDEP's intent was to provide funding for four dairies. An invitation to participate was sent to all dairies within the District in January. Seven dairies applied and requested funding that was twice the amount available from FDEP. Two of these dairies requested management tools that were outside of the FDEP contract scope, but staff recognized that the nutrient and water savings benefits to springs were significant enough to include under the District's cost-share program. In order to reach all of the dairies who applied, FDACS agreed to match District funding up to \$250,000 to supplement the FDEP grant. Staff worked with the applicants to ensure the projects met the intent of the FDEP grant and District/FDACS conservation and nutrient management goals. Staff proposes providing an amount not to exceed \$258,679 from the

District's cost-share program to fulfill the project goals along with the FDACS and FDEP grants. The District's share would be 18% of the agency funding. The dairies would provide at least 10% of the project total costs.

The following is a list of proposed projects:

- Lonesome Meadows Farm proposed the expansion of its concrete wastewater lagoon including earthwork and piping. The dairy is about a mile from the Suwannee River in northern Suwannee County.
- Barrington Dairy, Inc., proposed the conversion of its unlined pond to concrete. The dairy is about 2.5 miles from the Suwannee River in southwestern Suwannee County.
- Jeffco Dairy, LLC, proposed constructing an additional waste storage pond to allow for separation of solids and use of drop nozzles for waste application. Jeffco Dairy is about 5 miles east of the Aucilla River in northeastern Jefferson County.
- American Dairyco-Florida, LLC, proposed the construction of a plastic-lined pond, including earthwork and piping. The dairy is about a mile from the Santa Fe River in northwestern Gilchrist County.
- Alliance Grazing Group (Piedmont Dairy) proposed the plastic-lined expansion of waste storage to allow for the use of drop nozzles for waste application. The dairy is in the Fanning Springs springshed.
- T.W. Byrd's Sons, Inc., proposes the installation of a Slurrystore tank and associated concrete and piping to contain wastewater that is currently held in a pond within the 1% annual flood (100-year) floodplain. The dairy is near Troy Springs on the Suwannee River in Lafayette County.
- Shenandoah Dairy, Inc., proposes a plastic-lined expansion of its waste storage including concrete and piping. The dairy is southeast of Falmouth Springs in western Suwannee County.

Benefits of the project will include an estimated reduction of over 100,000 pounds of nitrogen per year and an estimated groundwater withdrawal reduction of over 90 million gallons per year.

Projects must be completed before April 2018 in accordance with FDEP's requirements. Attachment A is a list of the proposed recipients, requested funding, and proposed funding amount.

Funds for this project are included in the FY2015 agricultural cost-share budget.

KW/dd

Attachment A

Dairy Name	Requested Funding	Recommended Funding
Lonesome Meadows Farm	\$128,500	\$115,650
Barrington Dairy	\$218,000	\$196,200
Jeffco Dairy	\$131,000	\$117,900
American Dairyco - Bell	\$389,850	\$275,000
Piedmont Dairy	\$371,415	\$177,179
Byrd Brothers Dairy	\$311,000	\$279,900
Shenandoah Dairy	\$296,500	\$266,850
Totals	\$1,846,265	\$1,428,679

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (15)-(2015)

May 21, 2015

Budget Amendment Type

Notification Unanticipated Funds EOG Approval Y/N

Transfer New Funds X LBC Notice required Y/N

Project Title: Advanced Storage and Use of Dairy Wastewater for Springs Nutrient Reduction Projects

Project Description: The District is partnering with Florida Department of Agriculture and Consumer Services (FDACS) and Florida Department of Environmental Protection (FDEP), on an advanced storage and use of dairy wastewater for springs nutrient reduction. These projects 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. Estimated outcomes of the projects will include a reduction of nutrients by over 100,000 pounds of nitrogen per year and an estimated groundwater reduction of 0.25 million gallons per day. In January 2015, the District received \$920,000 from FDEP springs grants for the projects.

FDACS has requested the District expand this effort to include funding for additional projects. The additional springs projects funding will be from FDACS. Estimated outcomes from this funding would include an additional reduction of nutrients by over 17,500 pounds of nitrogen per year.

Issue Statement: Chapter 373.536(4) (a), F.S. provides that the final adopted budget for the District is the operating and fiscal guide for the district for the ensuing year; however, transfers of funds may be made within the budget by action of the governing board at a public meeting of the governing board. The SRWMD had not received this grant at the time of adoption of the FY14/15 budget, so it did not include this funding.

PROJECT					
PROGRAM ACTIVITY SUBACTIVITY	Current Budget	Expenditures to Date	Encumbrances	Available Budget	Amount Requested
2.2.1	\$1,296,000	\$0	\$913,015	\$1,296,000	\$250,000.00
TOTAL					
SOURCE OF FUNDS					AMOUNT
Florida Department of Agriculture and Consumer Services					\$250,000.00

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (15)-(2015)

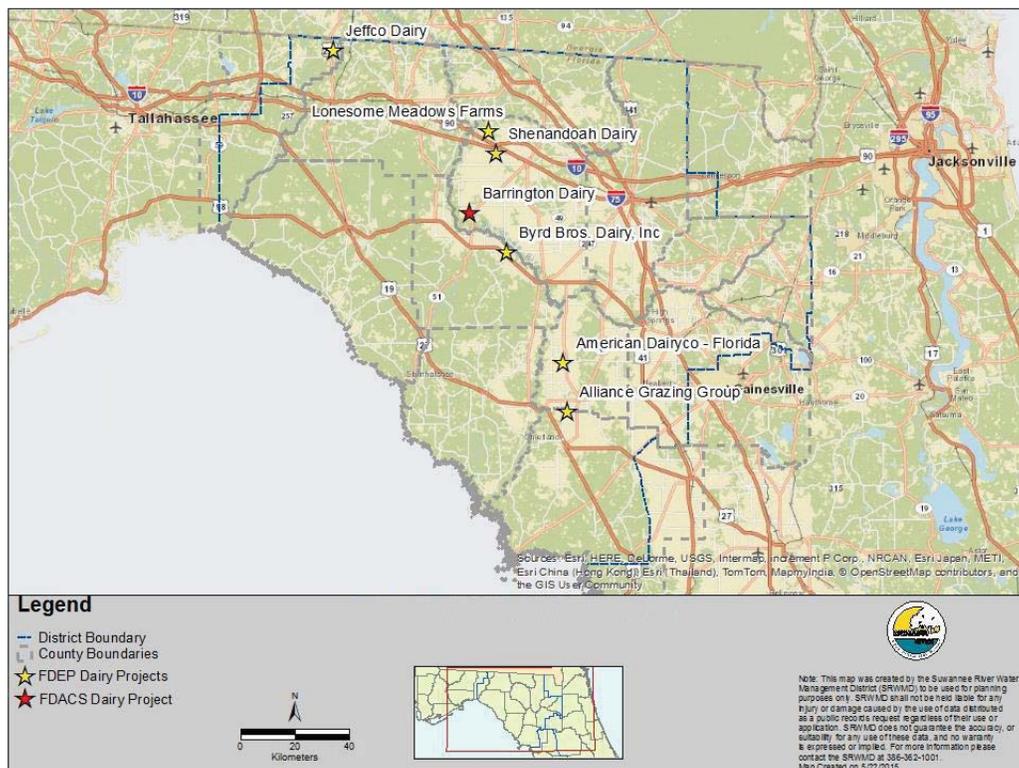
May 21, 2015

Utilize the standardized coding and naming convention from the tentative budget and provide an amount for each expenditure category within the lowest service level (program/activity/subactivity) and a grand total.

Agency Request: The Suwannee River Water Management District requests a modification to the FY14-15 adopted budget. Pursuant to the requirements of s. 373.536(4)(c), F.S. – If the District receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to s. 120.525, F.S. The notice must set forth a summary of the proposed amendment.

Fiscal Impact: The fiscal impact to the FY14/15 Budget will be the increase in revenues of \$250,000 from the Florida Department of Agriculture and Consumer Services. Funding from FDACS will come from the funds in Specific Appropriation 1390, in non-recurring funds from the General Revenue Fund provided for Agriculture Nonpoint Sources Best Management Practices Implementation for cost-share to expedite Best Management Practices implementation and irrigation system efficiency conversions in freshwater springs recharge areas.

Location Map: Location of proposed dairy projects.



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2015-17

**Unanticipated Funds from the Florida Department of Agriculture and Consumer Services
for Advanced Storage and Use of Dairy Wastewater for Springs Nutrient Reduction
Projects**

AMENDING THE FISCAL YEAR 2014-2015 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Suwannee River Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 2014-30, after a public hearing on September 23, 2014, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2014 through September 30, 2015; and

WHEREAS, in accordance with section 189.418(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, the budget amendment increases total appropriated Fund amounts in the Budget from \$46,237,481 to 46,487,481; and

WHEREAS, the budget amendment will amend total Program Activity 2.2.1, Ag Team Activities/District Cost-Share – FY2015 from \$1,296,000 to \$1,546,000; and

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the District, that:

1. The Budget is hereby amended as summarized in the memorandum dated May 22, 2015, requesting Amendment No. 15, to the Fiscal Year 14/15 budget.
2. Budget Amendment No.15 provides an increase of \$250,000 in budget authority and revenue for implementation of Advanced Storage and Use of Dairy Wastewater for Springs Nutrient Reduction Projects.
3. Budget Amendment No.15 will amend contractual services by \$250,000 within Program Activity 2.2.1, Ag Team Activities/District Cost-Share – FY2015.

PASSED AND ADOPTED THIS 9TH DAY OF JUNE, 2015 A.D.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD



MEMBERS OF THE BOARD:

- DON QUINCEY, CHAIR
- ALPHONAS ALEXANDER, VICE CHAIR
- VIRGINIA H. JOHNS, SECRETARY/TREASURER
- KEVIN W. BROWN
- GARY JONES
- VIRGINIA SANCHEZ
- RICHARD SCHWAB
- BRADLEY WILLIAMS
- GUY N. WILLIAMS

ATTEST:



MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: May 22, 2015
RE: Approval to Enter into Contract for the June 2015 Agricultural Cost-Share Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contract with one applicant for the June 2015 Agricultural Cost-Share Program in the amount of \$105,375.

BACKGROUND

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

The District received one application for cost-share for 15 center-pivot retrofits for June 2015. While the project scope exceeds the District's \$50,000 threshold for individual annual cost-share contracts, staff recommends approval of the contract based on the following: the applicant had over the last two years received cost-share approval for mobile irrigation lab evaluations and retrofits within the District's thresholds but could not complete the recommended retrofits prior to the contract expiration. The retrofits in this request would have been performed under the previous contracts in separate years. The farm is located in the Rum Island-Gilchrist Blue springshed in southwestern Alachua County. The annual water savings for 15 pivots, based on the previous MIL pre-evaluations, is estimated to be 96 million gallons annually or 0.26 million gallons per day, at a cost of \$0.22 per thousand gallons over 5 years.

The total District cost share recommended for Governing Board approval for June 2015 is \$105,375. This would bring the total District cost share funds obligated in Fiscal Year 2014/2015 to \$913,015. The total grower portion for these items will be \$410,529 or 45% of the equipment cost.

The applicant is compliant with District permitting and water use monitoring has been applied to all permits covered by the proposed cost-share.

Attachment A shows the proposed recipient, proposed funding amount, and the applied best management practice. Attachment B is a breakdown of the items being cost-shared.

KW/dd

Attachment A

Owner Name	County	Improved Water Conservation	Advanced Nutrient Management	Nursery Water Conservation	Project Description
Don Green	Alachua	\$105,375	-	-	Retrofit 15 Pivots
	Total Estimated	\$105,375	-	-	

Attachment B – Itemized List

Producer	Item	SRWMD Cost Per	Quantity	Total
Don Green	MIL Pre-Evaluation	\$1,000.00	6	\$6,000.00
	Standard Retrofit	\$5,625.00	15	\$84,375.00
	MIL Post-Evaluation	\$1,000.00	15	\$15,000.00
				\$105,375.00

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 29, 2015

RE: Approval to Enter into Contract for the June 2015 Florida Department of Environmental Protection (FDEP) Springs Agricultural Cost-Share Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contract with one applicant for the FDEP Springs Agricultural Cost-Share Program in the amount of \$6,150.

BACKGROUND

At the January 2015 Governing Board meeting, the Board accepted \$2,712,000 from the Florida Department of Environmental Protection (FDEP) for agricultural water conservation, nursery water conservation, and nutrient management cost-share activities.

This application is to allow for remote controlling of two center pivot systems and enable GPS end gun shut off on one irrigation system that reduces water loss during irrigation. The project meets the intent and scope of the District's agreement with FDEP to disperse the funding. The water savings are estimated to reduce irrigated pumpage by 4.5 million gallons of water annually at a cost of \$0.14 of public funds per thousand gallons over a 10-year period. The project area is located in the proposed Suwannee River Basin Management Action Plan.

The total FDEP springs cost share recommended for Governing Board approval for June 2015 is \$6,150. The total grower portion for these items will be \$6,150, or 50% of the equipment cost. The total District cost-share funds to be dispersed cumulatively for the FDEP Springs Agricultural Cost-share Program are \$218,801 for a cost-benefit of \$0.12 of public funds per thousand gallons.

Quincey Cattle Co., Inc., the applicant, is compliant with District permitting and voluntary automated monitoring has been applied to all permits covered by the proposed cost-share.

Attachment A is a list of the proposed recipient, proposed funding amount, and best management practices. Attachment B is a breakdown of the items being cost-shared.

KW/dd

Attachment A

Owner Name	County	Improved Water Conservation	Advanced Nutrient Management	Nursery Water Conservation	Project Description
Quincey Cattle Co., Inc.	Levy	\$6,150	-	-	2 Remote Control, 1 GPS End Gun, 1 Upgraded Panel
	Total Estimated	\$6,150	-	-	

Attachment B – Itemized List

Producer	Item	SRWMD Cost Per	Quantity	Total
Quincey Cattle Co., Inc.	Remote Control	\$1,000.00	2	\$2,000.00
	GPS End Gun	\$750.00	1	\$750.00
	Upgraded Panel	\$3,400.00	1	\$3,400.00
				\$6,150.00

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 22, 2015

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 four electrical cooperatives that provide service to agriculture within the District. Estimation by power use is the most cost-effective method of water use reporting. To date, farmer agreements authorizing the District to receive power usage reports directly from the cooperatives are in effect on 291 monitoring points. 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 194 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. Fifty-one units have been removed from dual sites. Estimations using power consumption are on average within 3-4% of usage recorded by pressure-sensor devices.

In summary, there were 477 wells being monitored either directly or by electrical use as of May 20, which is about 57% of existing wells with monitoring conditions. An additional 233 wells with monitoring conditions have not been drilled.

MW/dd

MEMORANDUM

TO: Governing Board

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

DATE: May 22, 2015

RE: Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No. 16 for Unanticipated and Unbudgeted Expenses to Receive a Grant from the Florida Department of Environmental Protection for Enhanced Hydrologic and Water Quality Monitoring of Springs

RECOMMENDATION

Staff recommends the Governing Board approve receipt of a \$176,485 grant from the Florida Department of Environmental Protection (FDEP), adopt Resolution 2015-15 amending the Fiscal Year 2014/2015 Budget from \$42,023,846 to \$42,200,331 in order to recognize \$176,485 in unanticipated and unbudgeted revenues, and authorize the Executive Director to approve a grant amendment with FDEP to accept \$176,485 for enhanced hydrologic and water quality monitoring of springs.

BACKGROUND

On December 9, 2014, the Governing Board approved Amendment No. 6 to the Fiscal Year 2014/2015 Budget, and adopted Resolution 2014-31 to accept \$485,980 from the Florida Department of Environmental Protection (FDEP) to procure continuous monitoring equipment. The FDEP would like to increase its support for springs monitoring equipment by adding an additional \$176,485.

The Suwannee River Water Management District (District) is working with the United States Geologic Survey (USGS) and has installed continuous monitoring equipment (SUNA V2 UV Nitrate Sensors and YSI EXO2 multi-parameter sondes) at multiple springs. In 2014, equipment was installed at Madison Blue Spring, Troy Spring, Blue Hole, Fanning Springs and Manatee Springs. In 2015, the District intends to install equipment at Ichetucknee Head Spring, Peacock Springs, Alapaha Rise, Falmouth Spring, Allen Mill Pond Spring and Lafayette Blue Spring. All of these springs, plus Holten Creek Rise, are also being monitored for continuous stage and

computed daily discharge by USGS or the District. Data from these sites are being acquired via telemetry to the USGS and SRWMD web sites where they are available in real-time.

With this amendment, the District will increase monitoring with the following additions/purchases.

- The District is adding continuous water quality monitoring on the Wacissa River, a first magnitude spring group. The Wacissa River originates from numerous springs and vents, which collectively are considered a first magnitude spring. The existing USGS gage on the river is sufficiently below the head springs area to capture the majority of the springs' flow and provides an ideal location to measure water quality and estimate downstream nutrient loading. Funds will support equipment purchases, installation and one year's operation and maintenance by the USGS.
- The District will purchase a larger Acoustic Doppler Current Profiler (ADCP) for measuring discharge in spring runs, rivers, and from springs or into swallets and other karst features on river bottoms. The District's current ADCP is a small unit limited to systems with a water depth less than 12 feet. The acquisition of a larger ADCP would provide the District the equipment necessary to estimate flows in the remainder of the spring runs and rivers in the District, particularly under the relatively common occurrences of backwater that take place when river stages rise.
- The District requests an additional YSI sonde to be used in a project under development with the Florida Department of Agriculture and Consumer Services (FDACS) and the University of Florida (UF). This project will educate growers on the nitrate available in the groundwater used for irrigation and how to reduce their fertilizer use by the mass of nitrogen delivered via irrigation. The District has constructed a mobile flow through system for the YSI and Satlantic sondes for rapid water quality assessment of monitoring wells. FDACS and the District have obligated funds for the project and have submitted a short-term 319 grant for additional support, including the Satlantic sonde.
- The District will purchase additional software licenses for its Hydstra time series database software. This software is used to acquire via telemetry, store, manage and analyze all continuous hydrologic, water quality and water use data. With the addition of increased continuous data, the District would benefit from having two additional copies that would allow more staff to access to these data.

ERM/dd

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (16)-(2015)

May 20, 2015

Budget Amendment Type

Notification Unanticipated Funds EOG Approval Y/N

Transfer New Funds X LBC Notice required Y/N

Project Title: Amendment to Grant #50780 from the Florida Department of Environmental Protection for Continuous Water Quality Monitoring at Springs

Project Description: On December 9, 2014, the Governing Board approved Amendment No. 6 to the FY2014/2015 Budget, and adopted Resolution 2014-31 to accept \$485,980 from the Florida Department of Environmental Protection (FDEP) to procure continuous monitoring equipment to be installed at the following locations: Falmouth Springs, Lafayette Blue Springs, Allen Mill Pond Spring, Peacock Springs, Alapaha Rise, and Ichetucknee Head Spring. With these funds, all of these springs, plus Holten Creek Rise, are also being monitored for continuous stage and computed daily discharge by USGS or the District.

The FDEP is requesting that the District modify the existing agreement to accept an additional \$176,485 in grant funds for extra water quality and discharge monitoring equipment, as well as software licenses for data processing. These additional funds will support continuous water quality monitoring at Wacissa Springs, rapid water quality assessment for project based sampling, a larger Acoustic Doppler Current Profiler (ADCP) for discharge measurements throughout the District, and additional Hydstra software licenses for data processing.

This grant will cover the equipment purchase, funds for contractual installation, assistance with operation and maintenance for one year, and software licenses. The Department will reimburse the District based upon submitted expense receipts.

Issue Statement: Chapter 373.536(4) (a), F.S. provides that the final adopted budget for the District is the operating and fiscal guide for the district for the ensuing year; however, transfers of funds may be made within the budget by action of the governing board at a public meeting of the governing board. The SRWMD had not received this grant at the time of adoption of the FY14/15 budget, so it did not include this funding.

PROJECT					
PROGRAM ACTIVITY SUBACTIVITY	Current Budget	Expenditures to Date	Encumbrances	Available Budget	Amount Requested
1.2 (1200-10-05)	\$485,980	\$279,485	\$0	\$206,495	\$176,485.00
TOTAL					

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (16)-(2015)

May 20, 2015

SOURCE OF FUNDS	AMOUNT
Florida Department of Environmental Protection	\$176,485.00

Utilize the standardized coding and naming convention from the tentative budget and provide an amount for each expenditure category within the lowest service level (program/activity/subactivity) and a grand total.

Agency Request: The Suwannee River Water Management District requests a modification to the FY14-15 adopted budget. Pursuant to the requirements of s. 373.536(4)(c), F.S. – If the District receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to s. 120.525, F.S. The notice must set forth a summary of the proposed amendment.

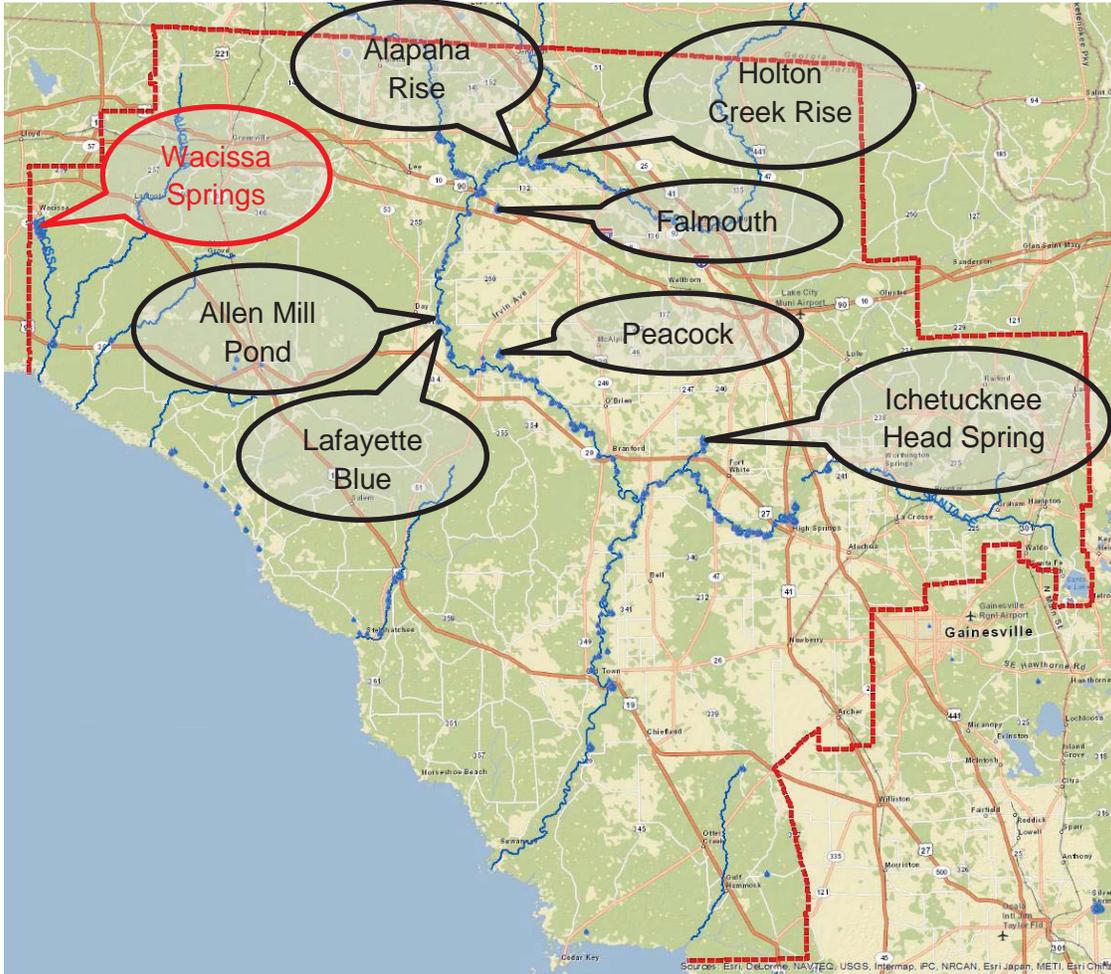
Fiscal Impact: The fiscal impact to the FY14/15 Budget will be the increase in revenues of \$176,485 from the Florida Department of Environmental Protection.

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (16)-(2015)

May 20, 2015

Location Map: Location of springs with enhanced monitoring equipment. The springs in black writing were included in the original agreement. The spring in red is supported with the additional funds in this amendment.



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2015-15

Unanticipated Funds from the Florida Department of Environmental Protection for Water Quality Monitoring and Discharge Estimation and Data Management

AMENDING THE FISCAL YEAR 2014-2015 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Suwannee River Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 2014-30, after a public hearing on September 23, 2014, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2014 through September 30, 2015; and

WHEREAS, in accordance with section 189.418(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, the budget amendment increases total appropriated Fund amounts in the Budget from \$42,023,846 to \$42,200,331; and

WHEREAS, the budget amendment increases the appropriated funds in sub-activity code 1.2 (1200-10-05) from \$485,980 to \$662,465.

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the District, that:

1. The Budget is hereby amended as summarized in the memorandum dated May 22, 2015, requesting Amendment No. 16, to the Fiscal Year 2014/2015 budget.
2. Budget Amendment No. 16 provides an increase of \$176,485 in budget authority and revenue for implementation of water quality and discharge monitoring and data management.

RESOLUTION NO. 2015-15

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2015 A.D.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIR
ALPHONAS ALEXANDER, VICE CHAIR
VIRGINIA H. JOHNS, SECRETARY/TREASURER
KEVIN W. BROWN
GARY JONES
VIRGINIA SANCHEZ
RICHARD SCHWAB
BRADLEY WILLIAMS
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

TO: Governing Board

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

DATE: May 29, 2015

RE: Approval of Permit Extension of Water Use Permit 2-121-216482-4, with a 0.0741 mgd Increase in Allocation and a 10-Year Permit Extension, Authorizing the Use of 0.4402 mgd of Groundwater for Agricultural Use at the Providence Dairy, LLC Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-216482-4 with seventeen standard conditions and five special limiting conditions, to Providence Dairy, LLC, in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use for an extension due to voluntary implementation of automated reporting of withdrawals. The project comprises 315 controlled and 240 irrigated acres. A corn/ sorghum/ oats rotation is irrigated using groundwater from two wells through two center pivots. Groundwater from six livestock wells is also used to provide water to approximately 560 head of cattle. The supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) for corn, sorghum, and oats. Livestock watering requirements were determined using the industry standard 150 gallons per head per day for milking cows and 20 gallons per head per day for dry dairy cows. The addition of 100 irrigated acres and 30 milking cows resulted in a 0.0741 mgd increase in allocation, from 0.3661 mgd to 0.4402 mgd in 1-in-10 year drought conditions.

Withdrawals from all wells will be monitored using telemetry devices. Lower quality water from the dairy lagoon is used to offset crop nutrient requirements but does not provide a substantial offset of irrigation water needs. There have been no reports of interference and no observed water resource issues associated with withdrawals at this project. The project is not located within a Water Resource Caution Area.

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

/tm

WATER USE TECHNICAL STAFF REPORT
28-May-2015
APPLICATION #: 2-121-216482-4

Owner: Providence Dairy, LLC
10000 US Highway 98 N
Okeechobee, FL 34972-7876
(386) 688-2026

Applicant: Providence Dairy, LLC
10000 US Highway 98 N
Okeechobee, FL 34972-7876
(386) 688-2026

Agent: Not Applicable

Compliance Contact: Providence Dairy, LLC
10000 US Highway 98 N
Okeechobee, FL 34972-7876
(386) 688-2026

Ashley Bailey
17097 CR-349
McAlpin, FL 32062
(386) 688-2026

Project Name: Providence Dairy, LLC (June GB: PE)
County: Suwannee

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.4402 mgd of groundwater for supplemental irrigation of corn/ sorghum/ oats, watering of livestock, and cleaning of livestock areas.

Recommendation: Approval

Reviewers: Tim Sagul; Sarah Luther; 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)
0.4402	0.0000	0.0741

Recommended Permit Duration and Compliance Reporting: 10-year permit extension expiring 3/1/2034.

USE STATUS: This is a modification for extension of an existing agricultural use.

PROJECT DESCRIPTION:

This project is approximately 12 miles southwest of Live Oak on County Road 349 in Suwannee County, and consists of 315 controlled and 240 irrigated acres. Groundwater is used to irrigate a corn/ sorghum/ oats rotation using one existing and one proposed center pivot. Groundwater is also used to provide water to approximately 480 milking and 80 dry dairy cattle. Due to the small lagoon size and minimal collection of cattle waste at the dairy, the contribution to irrigation water from the lagoon was considered negligible. The permittee has elected to use SRWMD telemetered monitoring to fulfill the automated water use reporting requirement of special condition 18.

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. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Staff determined interference with presently existing legal uses is not expected. Furthermore, no reports of interference with existing legal uses of water resulting from withdrawals at this project have been received by District staff.

Will this use be consistent with the public interest?
[ref. 40B-2.301(1)(c)]

Yes. Use of groundwater for agricultural uses 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 GWRAPPS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use. Water conservation measures implemented include the use of new or recently retrofitted pivots, use of conservation tillage and cover crops, and maintaining written rainfall records. When possible, the permittee will irrigate only at night and when wind speeds are less than 5 mph.

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 amount.

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 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 upconing, 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. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. No wetlands exist on or proximate to the project and, therefore, staff determined harm to the water resources and natural systems 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Providence Dairy, LLC

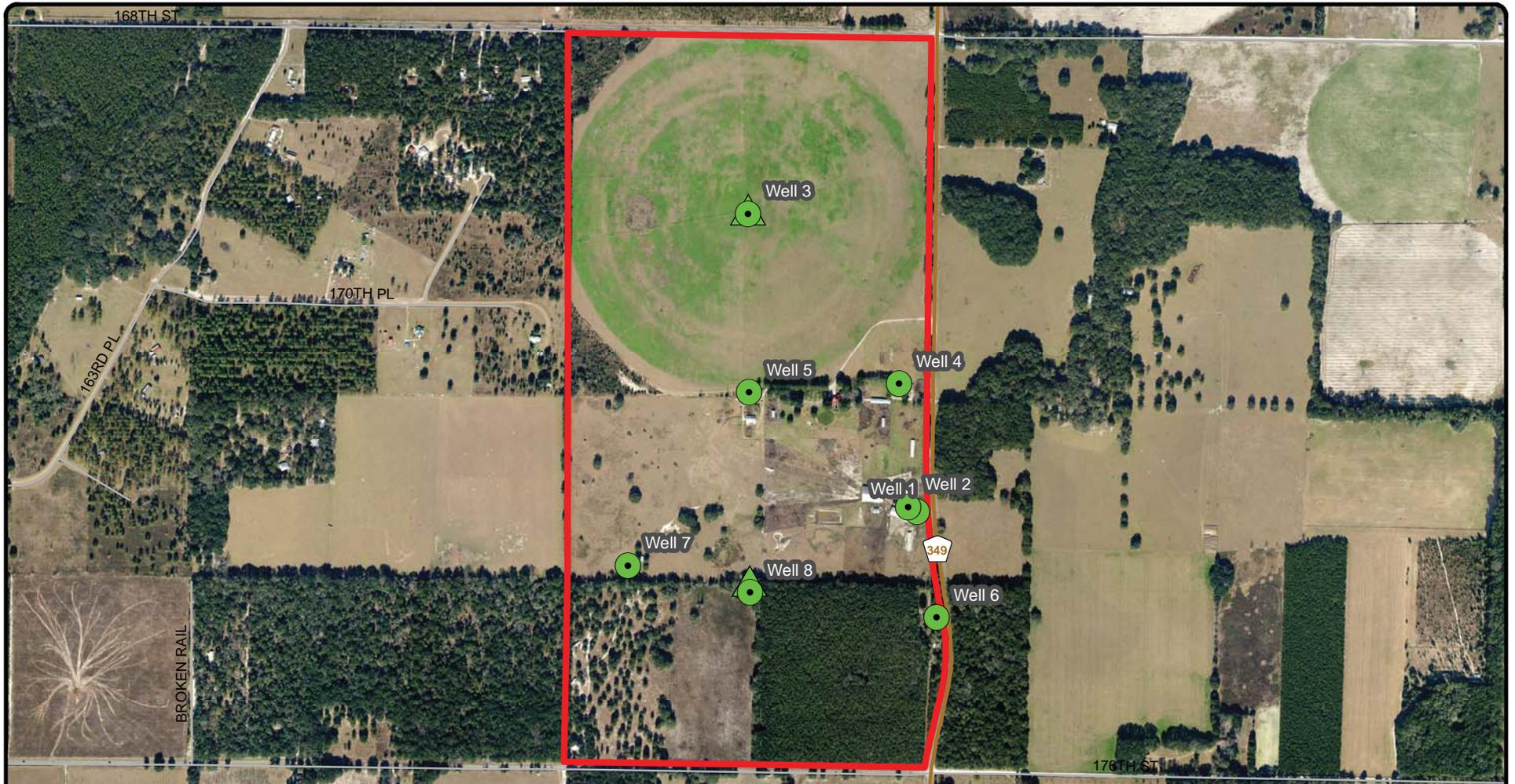
Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
119447	Well 3	12	1200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120208	Well 1	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
120939	Well 2	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122175	Well 5	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122176	Well 4	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122811	Well 6	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122812	Well 7	4	50	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122813	Well 8	12	1200	FAS - Upper Floridan Aquifer	Proposed	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 **3/1/2034**. 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 (**2-121-216482-4**).
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 lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater for agricultural irrigation at this project when technically, economically, and environmentally feasible.
21. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The permittee is authorized to withdraw a maximum of 0.3666 mgd of groundwater for supplemental irrigation of corn/ sorghum/ oats. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. On an average annual basis, the permittee is authorized to withdraw a maximum of 0.0736 mgd of groundwater for livestock.



Providence Dairy Project

2-121-216482-4

June 2015



-  Active Withdrawal Points
-  Irrigation_Systems
-  ProjectArea



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: May 29, 2015

RE: Approval of a Modification of Water Use Permit 2-075-220561-3 with a 0.1084 mgd Increase in Allocation Authorizing the Use of 1.0501 mgd of Groundwater for Agricultural Use at the Thomas Williams Farm Project, Levy County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-075-220561-3 with seventeen standard conditions and six special limiting conditions, to Thomas Williams, Jr., in Levy County.

BACKGROUND

This is a modification of an existing agricultural use to add one 12-inch diameter well, two center pivots, and 135 irrigated acres. The project comprises 1600 controlled and 665 irrigated acres. 660 acres of a corn/ rye, peanut/ rye, soybean/ rye rotation are irrigated with groundwater from three wells, through either six center pivots or micro-drip irrigation for a watermelon/ rye rotation. Groundwater from one well is also used to irrigate 5 acres of generic crops through solid-set overhead sprinklers. Groundwater from two livestock wells is also used to provide water to approximately 1500 head of cattle in the spring/ summer/ fall and 2400 head of cattle in the winter. The supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). These changes resulted in a 0.1084 mgd increase in allocation, from 0.9417 mgd to 1.0501 mgd in 1-in-10-year drought conditions.

Withdrawals from the three wells over 8-inches in diameter will be monitored using reporting of electrical consumption. There are no lower quality water sources available for use. There have been no reports of interference and no observed water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area.

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

/tm

WATER USE TECHNICAL STAFF REPORT
19-May-2015
APPLICATION #: 2-075-220561-3

Owner: Thomas Williams, Jr.
2831 NW 50th Avenue
Chiefland, FL 32626
(352) 331-8180

Applicant: Thomas Williams, Jr.
2831 NW 50th Avenue
Chiefland, FL 32626
(352) 331-8180

Agent: Not Applicable

Compliance Contact: Thomas Williams, Jr.
2831 NW 50th Avenue
Chiefland, FL 32626
(352) 331-8180

Project Name: Thomas Williams Farm (June Board >1 mgd)

County: Levy

Located in WRCA: No

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 1.0174 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.7959 mgd of groundwater for supplemental irrigation of watermelon/ rye, a maximum of 0.7409 mgd of groundwater for supplemental irrigation of peanut/ rye, or maximum of 0.5872 mgd of groundwater for supplemental irrigation of soybean/ rye. The permittee is also authorized to withdraw a maximum of 0.0069 mgd of groundwater for supplemental irrigation of generic crops. The permittee is authorized to withdraw a maximum of 0.0259 mgd of groundwater for livestock watering.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Leavitt; 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)
1.0501	0.0000	0.1084

Recommended Permit Duration and Compliance Reporting: Current permit duration, to expire March 18, 2031

USE STATUS: This is a modification of an existing agricultural water use permit to add one 12-inch diameter well, two center pivots, and 135 irrigated acres.

PROJECT DESCRIPTION:

The total project area is 1600 acres, of which 665 acres are irrigated. The project is located approximately 3 miles north of the City of Chiefland, northeast of CR-336 approximately 2 miles west of US-19, in Levy County.

Groundwater is used to irrigate 660 acres of either a corn/ rye, peanut/ rye, soybean/ rye annual rotation using center pivots or watermelon/ rye using drip irrigation. Groundwater is also used to irrigate 5 acres of generic crops using solid-set overhead sprinklers. Groundwater is also used to provide water to approximately 1500 head of beef cattle in spring/ summer/ fall and 2400 head of beef cattle in the winter. No lower quality water sources exist on the project.

The permittee has elected to provide electrical consumption of all wells 8-inches in diameter or greater to comply with the water use reporting requirements of special condition 18.

WATER USE CALCULATIONS:

The industry standard 15 gallons per cow per day was used to calculate livestock watering requirements. The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:

- Generic Crops grown March 1 to November 1: 18.44 inches/ year
- Corn grown February 25 to July 15: 15.20 inches/ year
- Watermelon grown February 25 to July 15: 10.69 inches/ year
- Peanuts grown March 25 to October 15: 9.57 inches/ year
- Soybeans grown August 1 to November 1: 6.44 inches/ year
- Rye grown November 1 to February 15: 5.52 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. The withdrawal points were modeled and show a maximum simulated drawdown of the Upper Floridan aquifer of approximately one foot at the project boundary. However, model aquifer transmissivity values are highly variable due to proximity to Waccasassa Flats and no accounts of interference have been received. Therefore, interference with existing legal uses is not expected.

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, using a new pivot system installed within the last five years and performing efficiency tests on all systems at least every 5 years to maintain a distribution uniformity of 80% or better, installing new drip tape every watermelon season and maintaining efficiency at or above 90%, emitting drip irrigation only in the root zone, delivering water mainly through buried pipe to reduce damage potential, controlling water flow with automated valves, using measurement devices such as soil moisture probes and employing plant scheduling based on crop need research to assist with irrigation scheduling, using operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, employing conservation tillage in the target area, planting cover crops in the target area, and irrigating only at night or 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 upconing, 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. The withdrawal points were modeled and show a maximum simulated drawdown of the Upper Floridan aquifer of approximately 1.2 feet at project wetlands, however, model aquifer transmissivity values are highly variable due to proximity to Wacasassa Flats. Staff visited multiple on-site wetlands on May 8, 2015 and no indications of stress from current groundwater withdrawals was observed. Based on these observations, Staff determined that the proposed use of groundwater is not expected to cause harm to the water resources of the area.

**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:

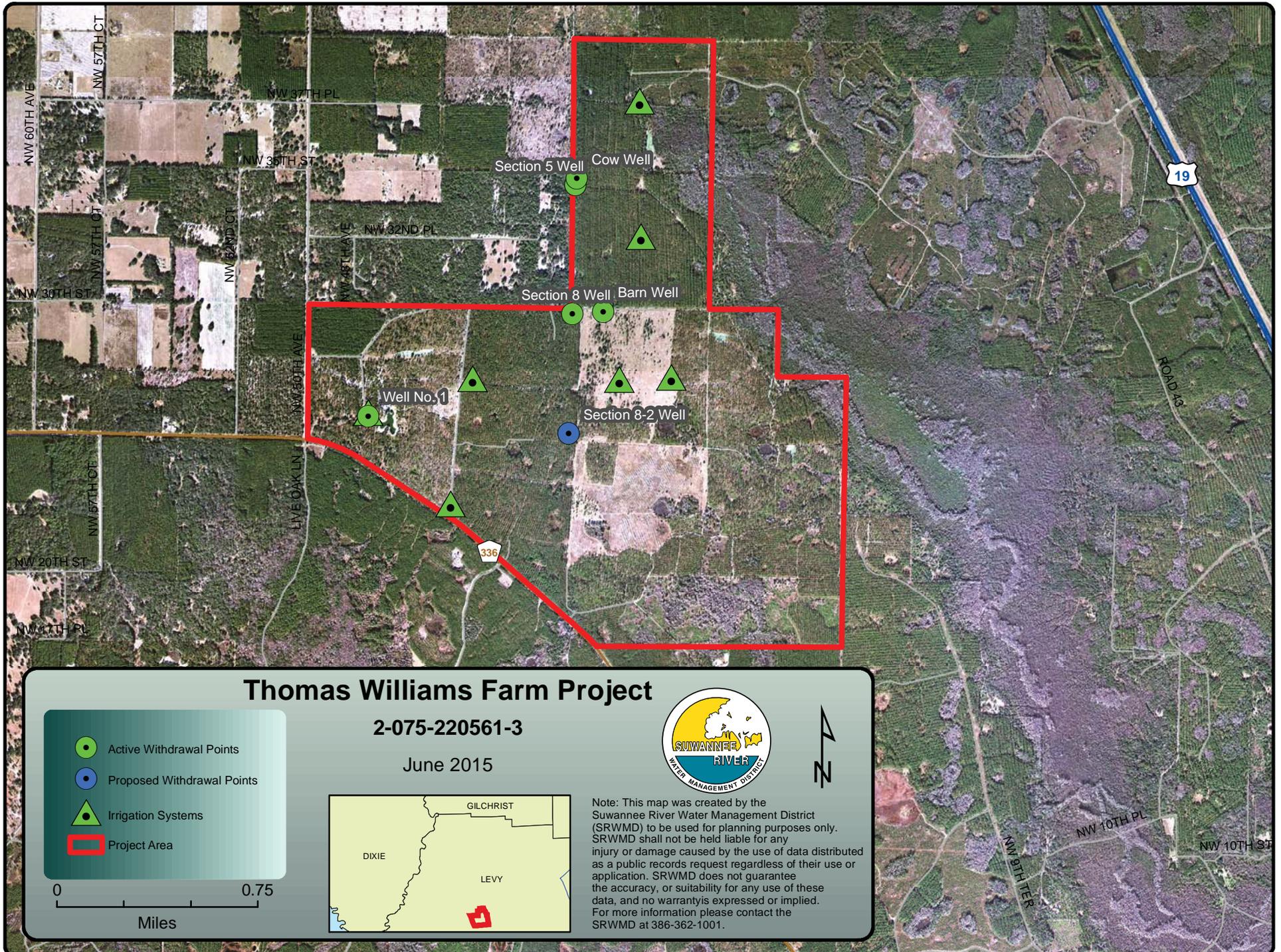
Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
118943	Section 5 Well	12	2200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119693	Section 8 Well	12	2200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120822	Cow Well	4	25	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
121045	Well No. 1	6	275	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121178	Barn Well	4	20	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
122883	Section 8-2	12	2200	FAS - Upper Floridan Aquifer	Proposed	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 **3/18/2031**. 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 (**2-075-220561-3**).
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 1.0173 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.7959 mgd of groundwater for supplemental irrigation of watermelon/ rye, a maximum of 0.7409 mgd of groundwater for supplemental irrigation of peanut/ rye, or maximum of 0.5872 mgd of groundwater for supplemental irrigation of soybean/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
22. The permittee is authorized to withdraw a maximum of 0.0259 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.
23. The permittee is authorized to withdrawal a maximum of 0.0069 mgd of groundwater for supplemental irrigation of generic crops. This daily allocation is calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



MEMORANDUM

TO: Governing Board

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

DATE: May 29, 2015

RE: Approval of a Modification of Water Use Permit 2-075-220837-3 with a 0.1209 mgd Increase in Allocation Authorizing the Use of 1.0640 mgd of Groundwater for Agricultural Use at the Williams Farm Project, Gilchrist County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-075-220837-3 with seventeen standard conditions and five special limiting conditions, to Williams Heritage, LLLP, in Levy County.

BACKGROUND

This is a modification of an existing agricultural use to add two irrigation wells, three center pivots, and 350 irrigated acres. The project comprises 2520 controlled and 875 irrigated acres. A corn/ rye, peanut/ rye, soybean/ rye annual rotation are irrigated with groundwater from four wells, through either seven center pivots or micro-drip irrigation for a watermelon/ rye rotation. Groundwater from two livestock wells is also used to provide water to approximately 1000 head of cattle in the spring/ summer/ fall and 3000 head of cattle in the winter. The supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). These changes resulted in a 0.1209 mgd increase in allocation, from 0.9206 mgd to 1.0640 mgd.

Withdrawals from all irrigation wells will be monitored using reporting of electrical consumption. There are no lower quality water sources available for use. There have been no reports of interference and no observed water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area.

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

/tm

WATER USE TECHNICAL STAFF REPORT
18-May-2015
APPLICATION #: 2-075-220837-3

Owner: Williams Heritage, LLLP
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608
(352) 331-8180

Applicant: Williams Heritage, LLLP
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608
(352) 331-8180

Agent: Not Applicable

Compliance Contact: Tommy Williams
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608

Project Name: Williams Farm (June Board >1 mgd)

County: Levy

Located in WRCA: No

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 1.0415 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.8189 mgd of groundwater for supplemental irrigation of watermelon/ rye, a maximum of 0.6692 mgd of groundwater for supplemental irrigation of peanut/ rye, or a maximum of 0.5090 mgd of groundwater for supplemental irrigation of soybean/ rye. The permittee is also authorized to withdrawal a maximum of 0.0225 mgd of groundwater for livestock watering.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Leavitt; 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)
1.0640	0.0000	0.1209

Recommended Permit Duration and Compliance Reporting: Current permit duration, to expire May 29, 2032

USE STATUS: This is a modification of an existing agricultural water use permit to add two wells, three center pivots, and 350 irrigated acres.

PROJECT DESCRIPTION:

The project is located approximately 3 miles southeast of the City of Chiefland, along US-19 and CR-347, in Levy County, and consists of 2520 controlled and 875 irrigated acres.

Groundwater is used to irrigate either a corn/ rye, peanut/ rye, soybean/ rye annual rotation using seven center pivots or watermelon/ rye using drip irrigation. Groundwater is also used to water approximately 1000 head of beef cattle in spring/ summer/ fall and 3000 head of beef cattle in the winter. No lower quality water sources exist on the project.

The permittee has elected to provide electrical consumption of all wells 8-inches in diameter or greater to comply with the water use reporting requirements of special condition 18.

WATER USE CALCULATIONS:

The industry standard 15 gallons per cow per day was used to calculate livestock watering requirements. The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:

- Corn grown March 1 to August 1: 13.82 inches/ year
- Watermelon grown February 15 to July 31: 10.40 inches/ year
- Peanuts grown April 15 to September 1: 8.10 inches/ year
- Soybeans grown July 31 to November 1: 5.64 inches/ year
- Rye grown November 1 to February 15: 2.18 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. No reports of interference from previous project withdrawals have been received by District staff. The withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Therefore, staff determined the 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, using a new pivot systems installed within the last five years and performing efficiency tests on all systems at least every 5 years to maintain a distribution uniformity of 80% or better, installing new drip tape every watermelon season and maintaining efficiency at or above 90%, emitting drip system irrigation only in the root zone, delivering water mainly through buried pipe to reduce damage potential, controlling water flow with automated valves, using measurement devices such as soil moisture probes and employing plant scheduling based on crop need research to assist with irrigation scheduling, using operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, employing conservation tillage in the target area, planting cover crops in the target area, and irrigating only at night or 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 upconing, 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. Staff visited multiple on-site wetlands on May 8, 2015. No harm to the vegetation from previous groundwater withdrawals was observed. The withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at project wetlands. Therefore, staff observations and modeling results led to the determination that 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:

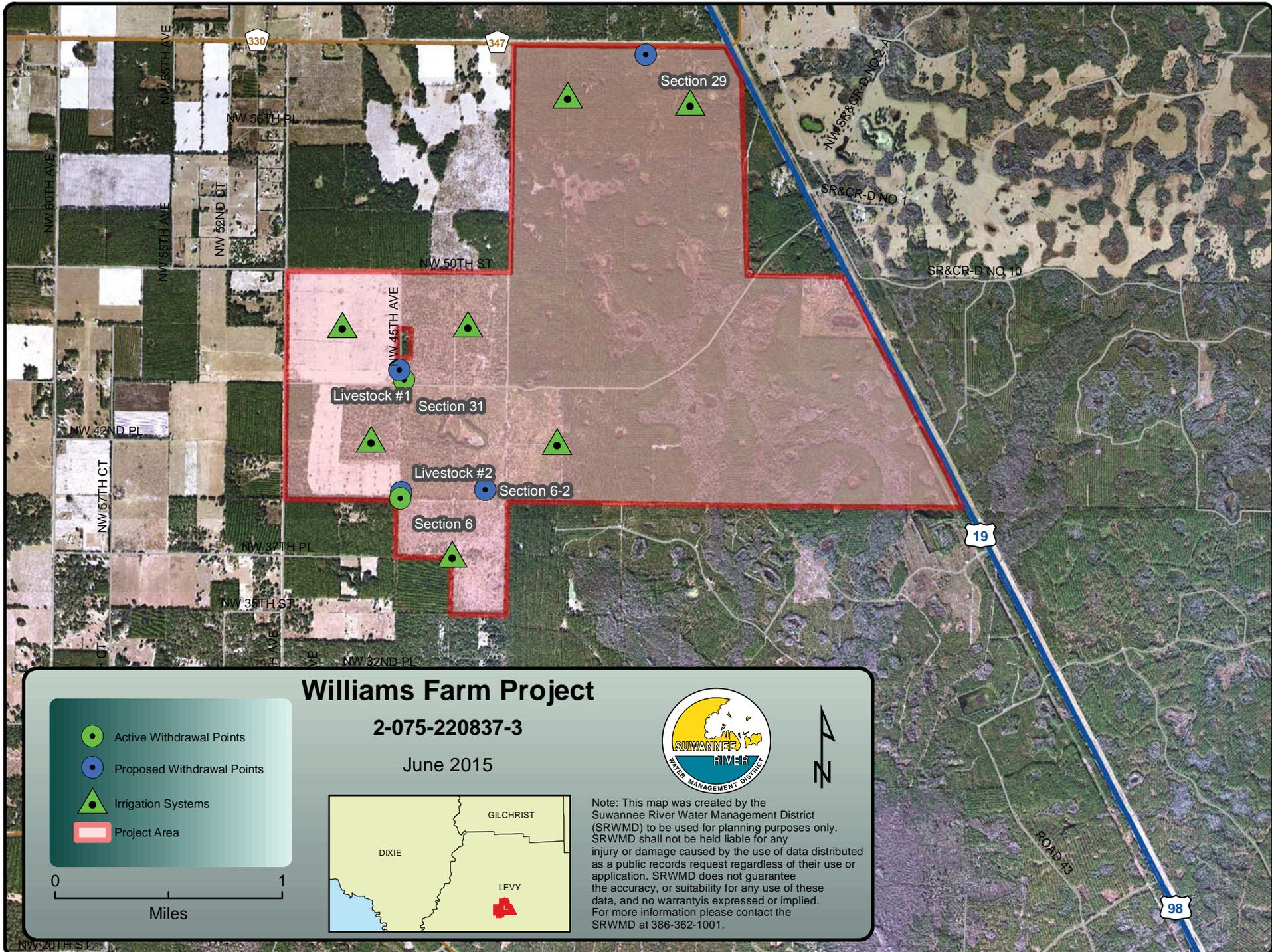
Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
118881	Livestock #1	4	20	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Livestock
119137	Section 6	12	2200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119274	Section 31	12	2200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120898	Livestock #2	4	20	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Livestock
122884	Section 29	12	2200	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation
122885	Section 6-2	12	1400	FAS - Upper Floridan Aquifer	Proposed	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 **5/29/2032**. 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 (**2-075-220837-3**).
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 1.0415 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.8189 mgd of groundwater for supplemental irrigation of watermelon/ rye, a maximum of 0.6692 mgd of groundwater for supplemental irrigation of peanut/ rye, or a maximum of 0.5090 mgd of groundwater for supplemental irrigation of soybean/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
22. The permittee is authorized to withdraw a maximum of 0.0225 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.



Williams Farm Project

2-075-220837-3

June 2015



- Active Withdrawal Points
- Proposed Withdrawal Points
- Irrigation Systems
- 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, Division Director, Resource Management

DATE: May 29, 2015

RE: Request for Approval and Authorization to submit the 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform

RECOMMENDATION

Staff recommends the Governing Board:

- 1. Approve the 2015-2016 Annual Regulatory Plan and**
- 2. Authorize Staff to submit the 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform (OFARR), Joint Administrative Procedures Committee (JAPC), the Speaker of the House and the Senate President.**

BACKGROUND

Executive Order 11-72, section 7 requires state agencies to annually submit their regulatory plan to OFARR, JAPC, the Speaker of the House and the Senate President in order that they may have an expectation of the rules that will be updated and/or created during the upcoming year. The agency is not required to complete all items on the plan, however, any changes or initiation of rules are required be listed on the plan before the agency moves forward with rulemaking.

A copy of the 2015-2016 Annual Regulatory Plan is attached to this memorandum (Attachment A).

LM/tm
Attachment A

ATTACHMENT A

Suwannee River Water Management District
2015-2016 Annual Regulatory Plan

Rule Number	Rule Title	Rulemaking Action	Description of current Rule	Description of Changes to be Made in Rulemaking	Reason for Rulemaking	Economic Impact	Highly Technical or Complicated
40B-1.703	Procedures for Consideration of Permit Applications	Rule Amendment	Currently requires the District to wait 14 days after receipt notice to receive objections	Remove 14-day waiting period requirement	Update Rule	None	No
40B-1.1010	Point of Entry into Proceedings	Rule Amendment	Cites the District's 14-day waiting period after receipt notice	Remove referce to 14-day waiting period	Update Rule	None	No
40B-2.301	Conditions for Issuance of Permits	Rule Amendment	Rule incorporates Applicant's Handbook by reference	Opening rule allows changes to be made to sections 3.3 and 4.1.3 in Applicant's Handbook	Update Rule	None	No
40B-2.331	Modification of Permits	Rule Amendment	Provides criteria for Letter Modification	Remove ambiguous language and correct rule citation	Update rule	None	No
40B-3	Permitting of Well Construction	Rule Amendment	Provides criteria for permitting the construction, repair, and abandonment of water wells	Revise definitions; incorporate Ch. 62-531 and 62-532, F.A.C.; add GPBR for 62-780, F.A.C. wells; incorporate the statewide application and completion report forms; remove elevation survey requirement in floodplain; authorize alternative grouting methods and use of bridging materials; and repeal rule 40B-3.902	Update rule	Reduction in cost of doing business	Yes
40B-4.1020	Works of the District Permits	Rule Amendment	This rule contains definitions	Update the definition of obstruction to include redistributed onsite material	Update rule	None	No

Suwannee River Water Management District
2015-2016 Annual Regulatory Plan

40B-4.1070	Works of the District Permits	Rule Amendment	This rule contains the list of activities which are exempt	Clarify the redistributed onsite material shall be treated the same as fill.	Update rule	None	No
40B-4.1090	Works of the District Permits	Rule Amendment	This rule contains documents and agreements incorporated by reference	Remove references to 62-330 and Applicant's Handbook Volume I	Update Rule	None	No
40B-4.1100	Works of the District Permits	Rule Amendment	This rule contains the duration of permits	Extend the length of permits to five years to be consistent with other permits	Update rule	None	No
40B-4.3010	Works of the District Permits	Rule Amendment	This rule contains the criteria for issuance of a Works of the District permit	Clarify criteria for boardwalks, piers and redistributed onsite material	Update rule	None	No
40B-4.3020	Works of the District Permits	Rule Amendment	This rule contains the required information to be submitted for a permit	Allow ERP applications to be used for WOD projects	Update Rule	None	No
40B-4.3030	Works of the District Permits	Rule Amendment	This rule contains criteria for issuance	Clarify criteria for redistributed onsite material	Update Rule	None	No
40B-5	Permitting of Artificial Recharge Projects – Cooperative Review of Underground Injection	Consideration of Rule Repeal	This F.A.C. contains rules that may be duplicative of FDEP UIC rules	Repeal duplicative rules	Update Rule	None	No
40B-8	Minimum Flows and Levels	Rule Amendment	These rules establish minimum flows and levels for surface and ground waters	Update minimum flows and levels within the District	Update Rule	None	Yes
40B-9.021	Definitions	Rule Amendment	These definitions relate to land acquisition	Amend definition so the funding references FL Statutes instead of only Section 259.105 F.S.	Update Rule	None	No

Suwannee River Water Management District
2015-2016 Annual Regulatory Plan

40B-9.041	Acquisition Procedures – Negotiations	Rule Amendment	This rule provides property appraisal procedures	Clarify appraiser access for any assessments needed, require Baseline and remove engineer and geologist requirements	Update Rule	None	No
40B-9.123	Additional Definitions	Rule Amendment	These definitions relate to public use	Amend spelling error and add unmanned aerial vehicles	Update Rule	None	No
40B-9.123	Additional Definitions	Rule Amendment	These definitions relate to public use	Add language for consistency with land management activities	Update Rule	None	No
40B-9.123	Additional Definitions	Rule Amendment	These definitions relate to public use	Remove seasonal road definition and add secondary road definition	Update Rule	None	No
40B-9.131	Public Use of District Lands	Rule Amendment	This rule requires the District to publish a Public Use Guide	Amend by removing date specific and allow Board to approve Guide	Update Rule	None	No
40B-9.131	Public Use of District Lands	Rule Amendment	These rules indicate allowable activities on District Lands	Amend wording for clarification	Update Rule	None	No
40B-9.131	Public Use of District Lands	Rule Amendment	This rule indicates allowable motorized vehicle access	Provide public information about where to find details	Update Rule	None	No
40B-9.131	Public Use of District Lands	Rule Amendment	This rule indicates allowable swimming opportunities	Amend wording for clarification	Update Rule	None	No
40B-9.1381	Prohibited Activities	Rule Amendment	This rule restricts the release of see, plant or animal on District Lands	Amend by adding language that indicates District approval	Update Rule	None	No

Suwannee River Water Management District
2015-2016 Annual Regulatory Plan

40B-9.1381	Prohibited Activities	Rule Amendment	This rule restricts the use of paintball guns and related guns	Amend by adding airsoft guns	Update Rule	None	No
40B-9.139	Use Fees	Rule Repeal	This rule provides information related to Public Use Fee Schedules	District does not have or maintain a fee schedule	Repeal	None	No
40B-9.1411	Special Use Authorizations	Rule Amendment	These rules are procedures for Special Use Authorizations	Remove inconsistent language and add language for consistency	Update Rule	None	No
40B-9.142	Easements	Rule Amendment	These rules are procedures for Easements	Remove Staff Appraiser language	Update Rule	None	No
40B-9.145	Leases	Rule Amendment	These rules are procedures for Leases	Remove inconsistent language	Update Rule	None	No
40B-21	Water Shortage Plan	Rule Amendment	These rules provide for the conservation, protection, and management of water during periods of water shortage	Revise language in Phase II and Phase III water shortage so that they are at least as restrictive as current year-round lawn watering restrictions	Update Rule	None	No
40B-400.091	Environmental Resource Permits	Rule Amendment	This rule contains documents and agreements incorporated by reference	Remove references to 62-330 and Applicant's Handbook Volume I	Update Rule	None	No

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: May 29, 2015

RE: Authorization to Amend Fiscal Year 2014/2015 Budget with Amendment No.13 to Receive Unanticipated and Unbudgeted Expenses from the Florida Department of Transportation (FDOT) for wetland mitigation for the Starke Bypass/SR 223 and from a Florida Fish & Wildlife Conservation Commission (FFWC) Aquatic Habitat Restoration/Enhancement (AHRE) grant for wetland and habitat restoration.

RECOMMENDATION

Staff recommends the Governing Board approve receipt of \$4,172,200 from the Florida Department of Transportation (FDOT), and \$250,000 from the Florida Fish & Wildlife Conservation Commission (FWC), and adopt Resolution 2015-14 amending the Fiscal Year 2014/2015 Budget from \$37,601,646 to \$42,023,846 in order to recognize \$4,422,200 for wetland mitigation for the Starke Bypass/SR 223 and Aquatic Habitat Restoration/Enhancement (AHRE) grant for wetland and habitat restoration in unanticipated and unbudgeted revenues.

BACKGROUND

In February, 2014 the FDOT asked the District to mitigate for wetland impacts associated with the future construction of the Starke Bypass/SR 223 New Roadway Project as pursuant to Section 373.4137, Florida Statute (F.S.). The SR 223 corridor, once completed, will become an alternate route located on the west side of the City of Starke in Bradford County. In order to complete this project, permits are required from the District and the U.S. Army Corps of Engineers. A part of the permit is the requirement to provide mitigation for wetland impacts resulting from the construction of the new expressway. There are no mitigation banks in the service area, therefore, the Department has partnered with the District to provide mitigation through the process pursuant to Section 373.4137, F.S.

The District will be mitigating for the wetland impacts at the Mooneyhan Property in Starke, Florida with funding provided by the FDOT. The mitigation plan at the Mooneyhan Property is being conducted through a Design-Build approach. In, January, 2015, the Governing Board approved entering into an agreement with Alligator Creek Mitigation Bank, LLC (this is the company name not a mitigation bank) to conduct the wetland restoration and creation project on the 251.41 acre site. The District is also conducting another wetland restoration project at a 50 acre site comprising the Edwards Bottomlands parcel and the Steffen property. Wetland mitigation for the Starke Bypass will also be conducted at this site if needed. FDOT and the FFWC are providing the funding for this project. The funds will be used to hire a design consultant and a contractor to complete the work on the Edwards Bottomlands/Steffen site. The design consultant and the contractor selection will occur as separate actions. The District goal is to develop and implement mitigation plans to obtain the issuance of an Environmental Resource Permit and U.S. Army Corps of Engineers permit for the SR 223 project by January 11, 2016.

PW/tm

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2015-14

Unanticipated Funds from the Florida Department of Transportation (FDOT) for wetland mitigation for the Starke Bypass/SR 223 at the Mooneyhan Property and Edwards Bottomlands Site and from a Florida Fish & Wildlife Conservation Commission (FWC) Aquatic Habitat Restoration/Enhancement (AHRE) grant for wetland and habitat restoration at the Edwards Bottomlands site

AMENDING THE FISCAL YEAR 2014-2015 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Suwannee River Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 2014-30, after a public hearing on September 23, 2014, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2014 through September 30, 2015; and

WHEREAS, in accordance with section 189.418(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, the budget amendment increases total appropriated Fund amounts in the Budget from \$37,601,646 to \$42,023,846; and

WHEREAS, the budget amendment increases the appropriated funds in sub-activity code 2.3 from \$5,168,469 to \$9,590,669.

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the District, that:

1. The Budget is hereby amended as summarized in the memorandum dated May 29, 2015, requesting Amendment No. 13, to the Fiscal Year 2014/2015 budget.
2. Budget Amendment No. 13 provides an increase of \$4,422,200 in budget authority and revenue for implementation of the wetland mitigation for the Starke Bypass/SR 223.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2015 A.D.

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



MEMBERS OF THE BOARD:

- DON QUINCEY, CHAIR**
- ALPHONAS ALEXANDER, VICE CHAIR**
- VIRGINIA H. JOHNS, SECRETARY/TREASURER**
- KEVIN W. BROWN**
- GARY JONES**
- VIRGINIA SANCHEZ**
- RICHARD SCHWAB**
- BRADLEY WILLIAMS**
- GUY N. WILLIAMS**

ATTEST:



WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (13)-(2015)

May 29, 2015

PROJECT					
PROGRAM ACTIVITY SUBACTIVITY	Current Budget	Expenditures to Date	Encumbrances	Available Budget	Amount Requested
2.3	\$0	\$38,053.37	\$29,022.71	\$0	\$4,422,200.00
TOTAL					
SOURCE OF FUNDS					AMOUNT
Florida Department of Transportation					\$4,172,200.00
Florida Fish & Wildlife Conservation Commission					\$250,000.00

Utilize the standardized coding and naming convention from the tentative budget and provide an amount for each expenditure category within the lowest service level (program/activity/subactivity) and a grand total.

Agency Request: The Suwannee River Water Management District requests a modification to the FY14-15 adopted budget. Pursuant to the requirements of s. 373.536(4)(c), F.S. – If the District receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to s. 120.525, F.S. The notice must set forth a summary of the proposed amendment.

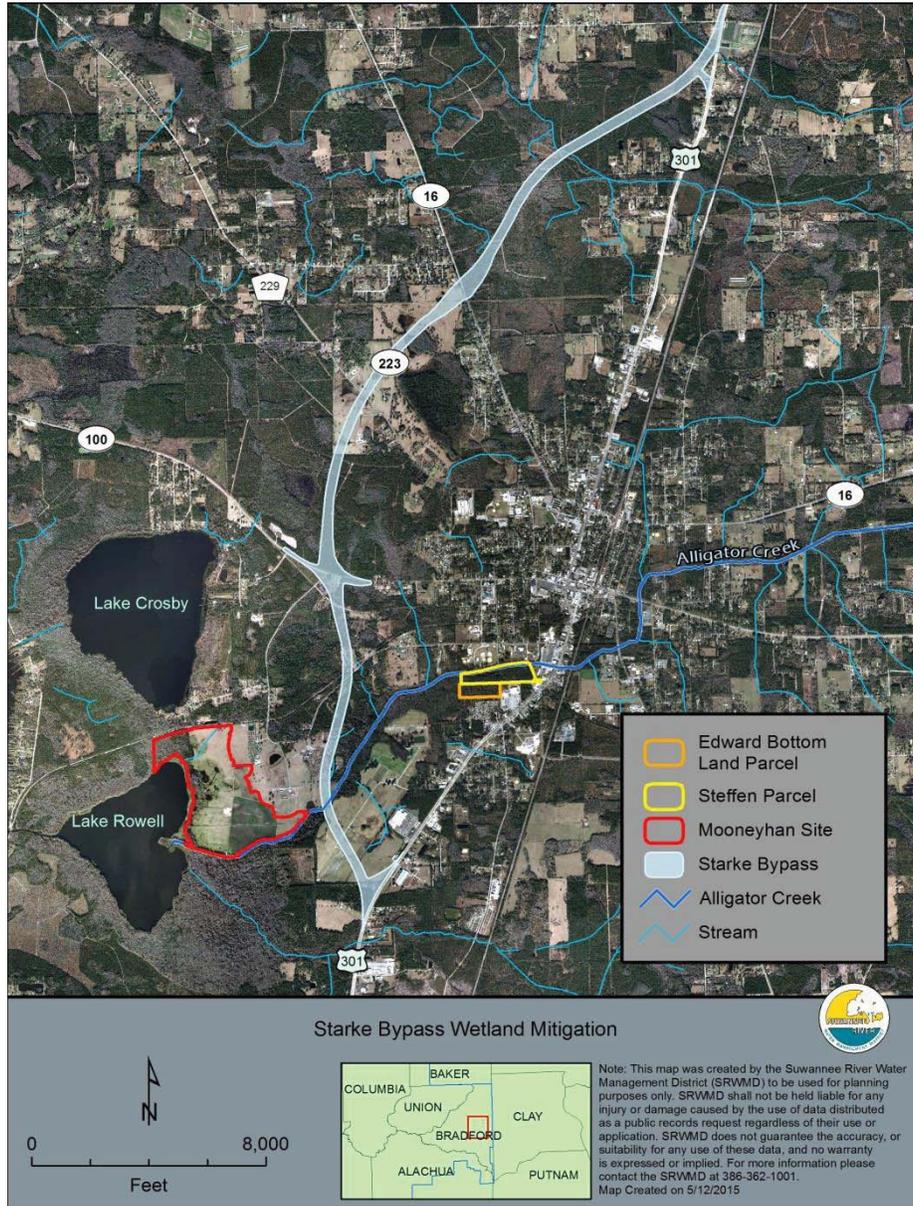
Fiscal Impact: The fiscal impact to the FY14/15 Budget will be the increase in revenues of \$4,422,200.00 from the Florida Department of Transportation and the Florida Fish and Wildlife Conservation Commission.

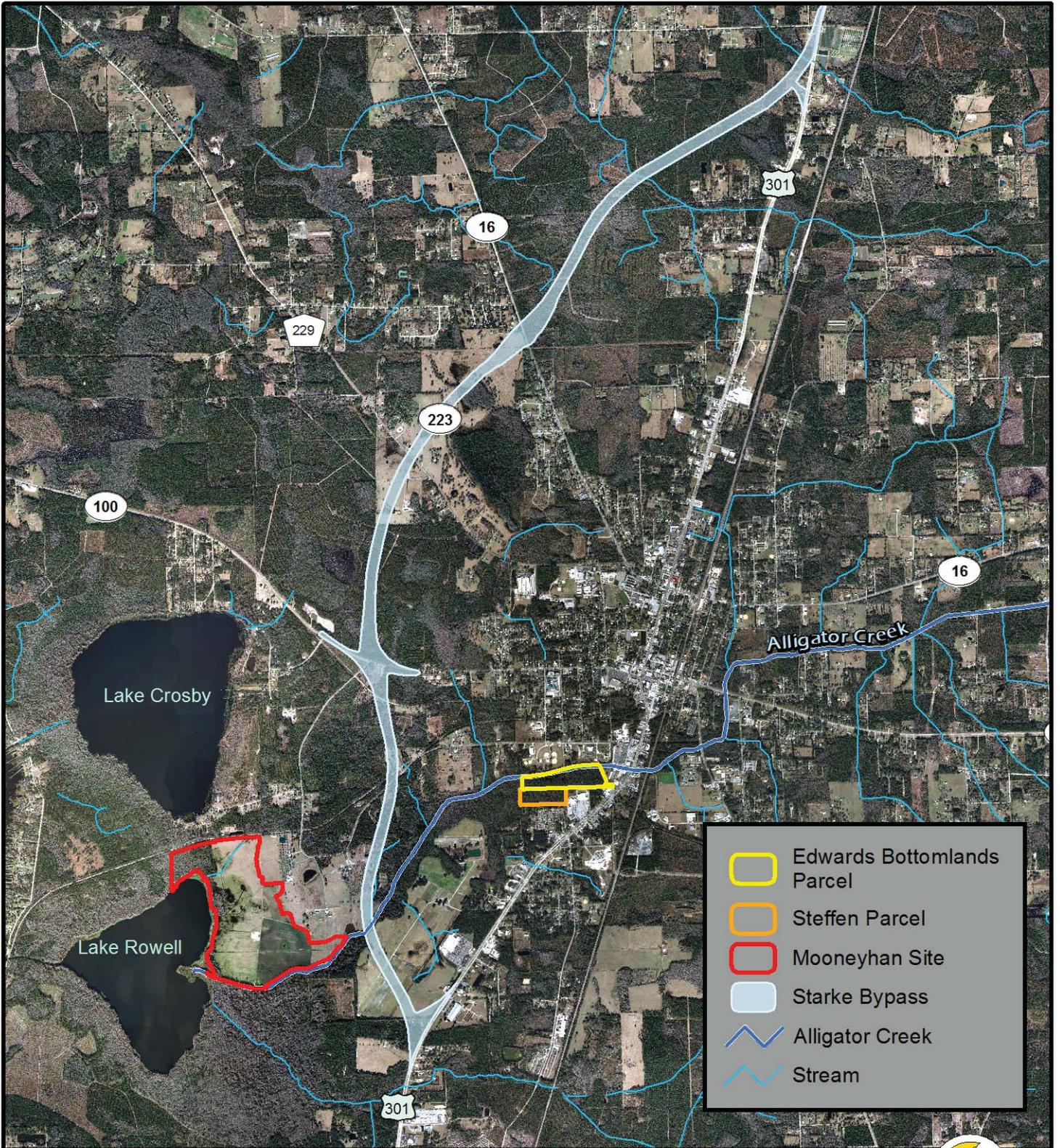
WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (13)-(2015)

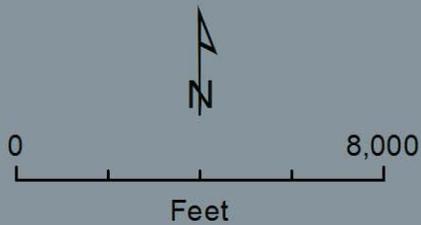
May 29, 2015

Location Map:





Starke Bypass Wetland Mitigation



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 5/12/2015

MEMORANDUM

TO: Governing Board

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

DATE: May 29, 2015

RE: Authorization for the Executive Director to Enter into a Contract with AMEC Foster Wheeler Regarding the Starke Bypass/State Road 223 Wetland Mitigation Project at the Edwards Bottomlands and Steffen Sites

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with AMEC Foster Wheeler Regarding Mitigation for FDOT for the Starke Bypass/State Road 223 Wetland Mitigation Project at the Edwards Bottomlands and Steffen Sites in an amount not to exceed \$141,100.

BACKGROUND

In March 2014, the Governing Board approved the amended Florida Department of Transportation (FDOT) Mitigation Plan which authorized the Suwannee River Water Management District (District) to mitigate for the wetland impacts associated with FDOT's Starke Bypass/State Road 223. In January, 2015 the Governing Board approved a design-build contract with the Alligator Creek Mitigation Bank, LLC to conduct wetland mitigation at the Mooneyhan property. Since then, the FDOT has also approved funds for the District to conduct wetland mitigation at the Edwards Bottomlands/Steffen sites in order to provide mitigation credit for FDOT if needed for the Starke Bypass and future FDOT projects.

In order to provide engineering services for the Edwards Bottomlands/Steffen Sites, the District has chosen AMEC Foster Wheeler from the list of approved engineers for this project. AMEC Foster Wheeler has previous design history on this project and has developed the engineering model for Alligator Creek which will be needed for this project. Their history will provide a cost effective approach in developing the necessary plans, permit approvals, and strategic monitoring for this project.

The District proposes entering a contract not to exceed the amount of \$141,000. The funding will be provided by FDOT as per Florida Statute 373.4137.

PJW/tm

May 15, 2015



Patrick Webster, P.E., CFM
SR Professional Engineer
SRWMD
9225 CR 49
Live Oak, FL 32060

Re: Alligator Creek – Edwards Bottomlands
Two-Stage Natural Channel and Wetland System Creation Project

Project No. 13892.2

Dear Patrick:

AMEC Foster Wheeler plc, is pleased to submit this proposal for the Alligator Creek-Edwards Bottomlands Two-Stage Natural Channel and Wetland System Creation Project for Suwannee River Water Management District (District).

PROJECT UNDERSTANDING

The project entails evaluation and design of a two-stage channel to create additional wetland surfaces adjacent to the Alligator Creek Canal and to re-pattern portions of the canal to increase its meander and associated natural channel functions. The idea is to use the Edwards Park Bottomlands to provide wetland mitigation credits, provide superior fish habitat, increase local flood detention volume, and trap sediments. A key component of the design will be to avoid adverse affects on adjacent land owners. This task order builds upon previous site assessments and design concepts originally aimed at creating a diversion structure in the canal to achieve similar purposes, but to do so without an in-line weir.

PROJECTION DESCRIPTION

The two-stage conveyance would be excavated from within the existing topography. The construction area currently consists of a hydraulically abandoned bottomland, a canal, and a spoil embankment. The proposed project would establish an open channel, called the bankfull channel, inset within a larger floodplain channel (**Figure 1**, attached). The bankfull channel's bed elevation would be similar to that of the existing canal. It would be about 20 feet wide and 3 feet deep, which is similar to a natural stream section for a watershed its size (around 20 square miles). The bankfull channel would meander through the constructed floodplain channel. The base of the floodplain channel would be about 3 feet above the bankfull bed elevation and would be vegetated as a forested wetland (with mixed cypress and hardwoods). It would flood several times a year, which is typical of small riverine backswamps in the region. The floodplain channel would be gently undulating, providing alluvial ridge and linear backswamp surfaces. It will tie to existing grade over distances of 25 feet along each outer edge at roughly 6:1 to 10:1

(H:V) side slopes.

The project will span a 2,400 feet long valley segment and will support a 3,200 linear foot meandering stream channel. The created swamp and stream will collectively be 150 feet wide (on average), thus providing more than 8 acres of new wetlands. The system greatly expands local in-line detention and conveyance and may thereby also alleviate local flooding. The latter benefit is hypothetical, subject to hydraulic modeling.

Phase I — Design and Modeling

Task 1.A - Existing Information

Task completed

Task I.B - Professional Land Survey

Completed for concept phase. Some supplemental survey may be necessary as the design is refined, particularly of some local stormwater ditches draining offsite areas and perhaps land surfaces between the KOA and EBL parcels. Survey is to be provided under a separate scope. Budget for this task covers AMEC Foster Wheeler's coordination activities with the surveyor only.

Task I.C - Basic Concept Plan

Task completed

Task I.D - Flood Assessment

AMEC Foster Wheeler will conduct a hydraulic analysis of the system to determine the extent to which the design improves flood hazard risks. This is best accomplished by using a physics-based modeling code suitable for use in flood studies.

An existing conditions model is setup and completed for the 100 year event within the project area. AMEC Foster Wheeler proposes to use the existing ICPR 3 flood model to also simulate the existing mean annual, 10-year, and 25-year events and compare the proposed conditions for the mean annual, 10-year, 25-year and 100-year events. This budget presumes that no more than two design-and-model iterations of the proposed conditions will be necessary to confirm the level of flood hazard improvement.

Task I.E - Hydroperiod Assessment

AMEC Foster Wheeler will conduct a hydrodynamic analysis of the system to determine the seasonal water levels and hydroperiod of the newly created and existing wetland surfaces in the project area and adjacent properties. This is best accomplished by using a physics-based modeling code that can represent two-dimensional surface flow, can accept continuous long-term discharge records, and that can compute evapotranspiration and groundwater flow. AMEC Foster Wheeler proposes use of ICPR 4 because it meets those characteristics and some of the data already captured in the existing ICPR 3 model can be efficiently migrated to ICPR 4.

Task I.F - Model Calibration Monitoring

Prior to final design, the District will provide three USGS velocity-area samples relating flow to channel stage to AMEC Foster Wheeler. This data will be used in the calibration of the existing condition flow model.

Task I.G - Pre-Application Meetings and Modeling Report

AMEC Foster Wheeler will participate in up to 4 meetings in Starke to discuss the project with regulatory agencies and the affected public. AMEC Foster Wheeler will produce a technical memo summarizing the modeling method and results.

Phase II—60 Percent Plans and Permitting Support

Task II.A – 60% Plan Sheets

AMEC Foster Wheeler will draft a plan set depicting the following instructions.

- Cover Sheet with Site Location (completed)
- Quantities and Notes
- Existing Conditions (completed)
- Plan Key
- Grading Plan (4 sheets)
- Typical Channel and Floodplain Cross Sections
- Planting Plan
- Structural Details
- Stormwater Details (Erosion Controls and BMP)
- Miscellaneous Details

Task II.B - ERP Permit Application

This plan set will be incorporated into a joint ERP application. The scope of services presumes that the ERP application will be restricted to a Noticed General Permit for Restoration (NGP) for the State and a Nationwide 27 for the Federal agencies. Permitting costs will likely be higher, requiring a scope change and budget increase should the permitting agencies deem that an Individual Permit is required.

AMEC Foster Wheeler understands that permit applications and forms will be handled by another consultant and that we are supplying the 60 percent plans and design report narrative to support the application. The District will be responsible to pay any applicable permitting fees. AMEC Foster Wheeler will answer one round of requests for additional information for basic clarification purposes only. Any RAI questions requiring additional analysis will probably require a scope change and budget increase. This scope does not include a UMAM assessment which will be conducted by another party.

Phase III - 100 Percent Design Plans and Specifications

Task III.A - 100 Percent Plan Sheets

Upon receiving favorable comments from FDEP and the USACE, AMEC Foster Wheeler will commence development of the final plan set for contractor use. The plan sheets will be as per the 60 percent set, but will include more detailed cross-sections, additional details for hydraulic structures and detailed specifications.

Task III.B - Bid Tab Specifications

AMEC Foster Wheeler will create a document along with the plan set and specifications suitable for inclusion in bidding. We will participate in a pre-bid conference and site inspection and issue an addendum if necessary.

Phase IV - Construction Supervision Support

Task IV.A - Contractor Selection Support

AMEC Foster Wheeler will assist the District in contractor selection by pre-screening bidders for exclusionary criteria. If desired, AMEC Foster Wheeler will rank the responses into categories related to the ability to perform the work.

Task IV.B - Construction Engineering Inspections

AMEC Foster Wheeler will handle review of shop drawings, review of partial payment requests, review of change order requests, construction engineering inspections, and materials testing (soils and concrete). AMEC Foster Wheeler will conduct one pre-construction site walk through with the contractor, 3 separate site inspections during construction, and a final inspection after the project is deemed substantially complete.

Task IV.C - Construction Certification and Transfer to Operation

The Engineer of Record will certify the completion of construction after the contractor satisfies the final punchlist. Three certifications will likely be required, one for the contract with the District, one for FDEP, and one for the USACE.

Phase V - Hydrology and Sediment Monitoring

Task V.A - Baseline Floodplain Hydrology

District will install 6 surficial aquifer wells on both the City and Stephen (KOA) properties per map provided by AMEC. District wells will be equipped with continuous recording water level sensors. District will maintain the transducers, correct the data for atmospheric pressure, and provide the corrected water table elevation data to AMEC Foster Wheeler up to project implementation. Goal is to install wells by the end of April, 2015.

Task V.B - Baseline Canal Hydrology and Sediment Transport

District will conduct flow measurements at the canal gaging station and will develop the stage-discharge rating curve. AMEC Foster Wheeler will separately develop a sediment discharge rating curve for up to a year prior to restoration at the downstream location of the project area by measuring bedload and suspended load sediments. The bedload and suspended load form the total bed material load. The rating curve will relate total bed material load to the District's channel discharge measurements and can be used to estimate total loads under a variety of flow conditions (real or projected) for the existing conditions. AMEC Foster Wheeler will provide sediment monitoring for up to one year prior to construction, making collections for up to 10 sample events.

AMEC Foster Wheeler will monitor field parameters grabs (dissolved oxygen, pH, conductivity, temperature, turbidity) during each sediment transport sampling event in the canal immediately downstream of the project during each discharge/sediment monitoring event.

Task V.C - Post-Construction Hydrology and Sediment Transport

AMEC Foster Wheeler will develop sediment rating curves for the post-restoration flow condition for one year post-construction at the downstream area of the project. AMEC Foster Wheeler will monitor field parameters grabs (dissolved oxygen, pH, conductivity, temperature, turbidity) during each sediment transport sampling. Up to 10 sample events will be conducted.

Phase VI - Geomorphic Monitoring

AMEC Foster Wheeler will select and monument three transects across the restored channel for repeat survey locations to be monitored in subsequent years. AMEC Foster Wheeler will install bank pins on each transect immediately after construction. AMEC Foster Wheeler will provide year 1 survey only, providing a relative elevation survey of the channel sections and exposure/burial lengths of each bank pin.

Immediately after construction, AMEC Foster Wheeler will also establish and monument up to 10 24"x24" clay pads flush with the constructed grade of the floodplain bench (upper channel surface) for subsequent long term monitoring of sediment accumulation or scour of the flood bench. AMEC Foster Wheeler will provide the year 1 survey only, providing burial/exposure depths at each pad approximately 12 months after construction.

RECOMMENDED BUDGET

AMEC Foster Wheeler recommends a design, permit support, and 3-year monitoring program budget of **\$141,023** to be invoiced on a time and materials basis. **Table 1** summarizes AMEC Foster Wheeler’s proposed budget for design services and **Table 2** for AMEC Foster Wheeler’s post-design services.

**Table 1
Design Project Budget**

Phase I: Concept Revision Modeling	
	\$ 17,983
Phase II: Permit Submittal Documents	
	\$ 22,862
Phase III: Construction Documents	
	\$ 19,782
PROJECT TOTAL	\$ 60,628

**Table 2
Construction Project Budget**

Phase IV: Construction Supervision Support	
	\$ 22,843
Phase V: Hydrophysical Monitoring	
	\$ 47,842
Phase VI: Geomonitoring	
	\$ 9,711
PROJECT TOTAL	\$ 80,395

SCHEDULE

AMEC Foster Wheeler can commence this work within 1 week of receiving notice to proceed and can complete the job in 6 weeks for **Phase I**. **Phase II** will take an additional 4 weeks from acceptance of the concept design. **Phase III** will take an additional 3 weeks after FDEP “acceptance” of the 60 percent design. **Phase IV** is difficult to predict, but should take about 1 month to prepare the bid docs, another month to allow for response to the ad, and 1-3 months to construct (depends on season/weather). Monitoring, as scoped, will take one year post-construction.

If you have any questions regarding our proposal please do not hesitate to contact us. We look

forward to working with the District on this project.

Sincerely,

AMEC Foster Wheeler Environment & Infrastructure, Inc.

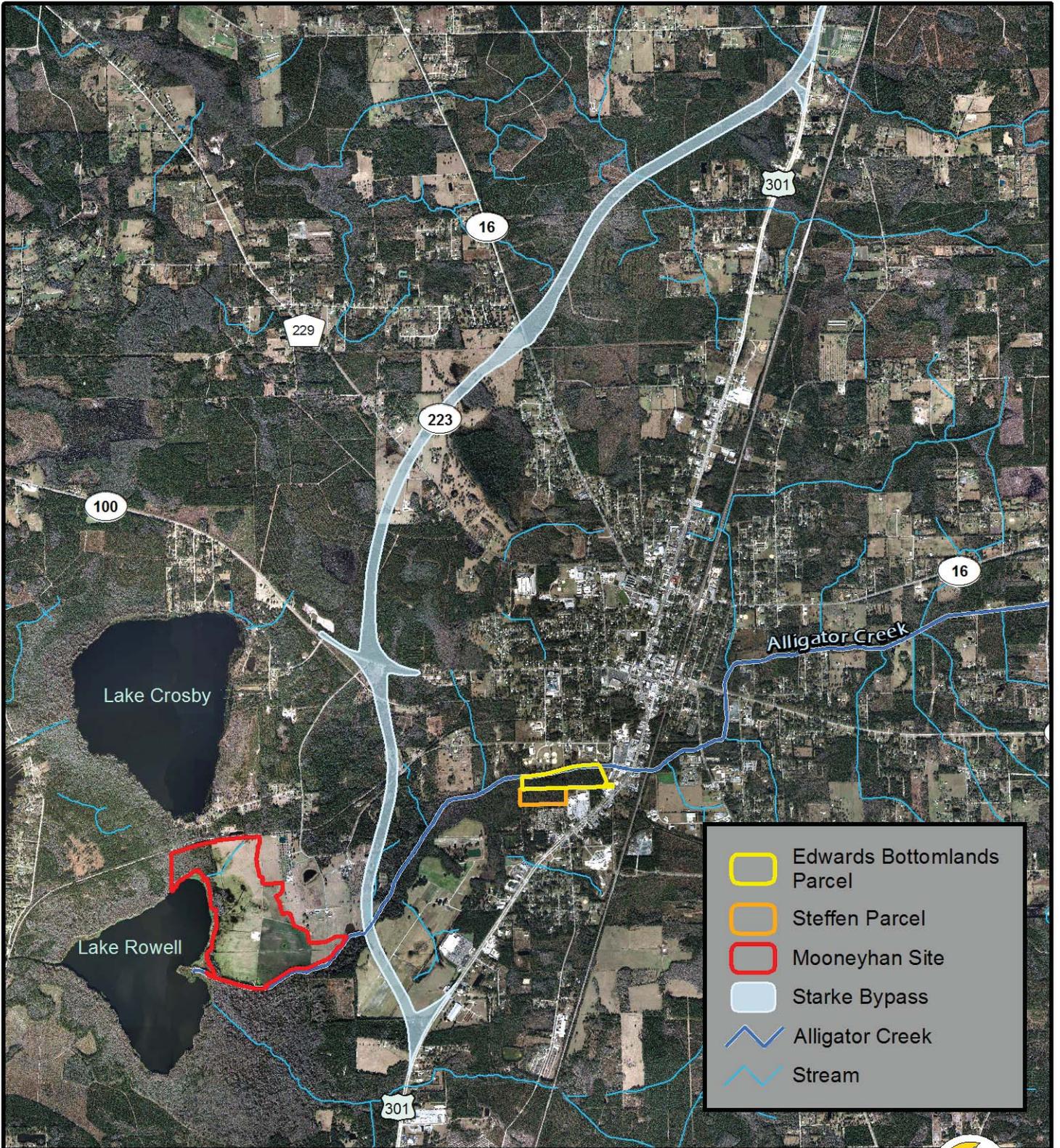


John H. Kiefer, PhD, PE, PWS
Principal Engineer



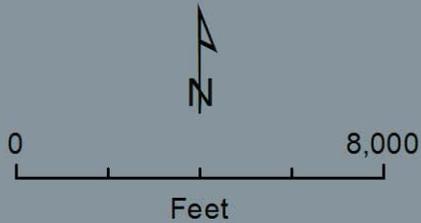
Scott C. Wuitschick, PE
Practice Leader
Water Resources

JK/SW: jrb



-  Edwards Bottomlands Parcel
-  Steffen Parcel
-  Mooneyhan Site
-  Starke Bypass
-  Alligator Creek
-  Stream

Starke Bypass Wetland Mitigation

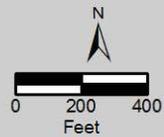


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Uplands

Edwards Bottomlands Uplands



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RM 52

MEMORANDUM

TO: Governing Board

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

DATE: May 29, 2015

RE: Permitting Summary Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of April 2015 and program totals from January 2012 to April 2015.

	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received in April	6	0	4	6	9	0	25
Permits issued in April	7	0	3	6	1	0	17
Inspections in April	0	0	2	6	0	0	8
Total permits issued	158	167	192	104	108	9	738

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in April 2015.

File Number	Project Name	County	Issue Date
ERP-001-205324-11	Town of Tioga – Phase 15	Alachua	4/9/2015

Water Use Permitting and Water Well Construction Activities

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

April 2015	Received		Issued
Water Use Permits	8		8
Water well permits issued: 135			
Abandoned/Destroyed	9	Livestock	1
Agricultural Irrigation	4	Monitor	29
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	0
Garden (Non Commercial)	0	Self-supplied Residential	88
Landscape Irrigation	0	Drainage or Injection	0
Commercial or Industrial	0	Remediation Recovery	4

**Rulemaking Schedule
May 2015**

40B-4

WOD Permitting

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	2/27/2015
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	3/20/2015
Notice of Proposed Rule	3/30/2015
Mail to DOS	4/24/2015
Effective Date	5/24/2015

40B-3

Permitting of Well Construction

GB Rule Dev. Auth.	5/14/2015
Notice of Rule Dev.	5/22/2015
GB Proposed Rule Auth.	
Send to JAPC/OFARR	
Notice of Proposed Rule	
Notice of Rule Change	
Mail to DOS	
Effective Date	

MEMORANDUM

TO: Governing Board

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

DATE: May 27, 2015

RE: Enforcement Status Report

Matters Staff is attempting to gain compliance without enforcement action

Respondent	Justin M. Fitzhugh
Enforcement Number / County	CE05-0046 / Columbia
Violation	Non-Functioning Stormwater Management System & Failure to Submit As-Builts
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A.
Date Sent to Legal	July 1, 2010
Target Date	May 15, 2015
Legal Fees to date	\$2,274
Last Update	April 6, 2015

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.**

Respondent	Richard Oldham
Enforcement Number / County	CE10-0024 / Bradford
Violation	Unpermitted Pond & Deposition of Spoil Material
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	October 13, 2011
Target Date	May 15, 2015
Legal Fees to date	\$5163.75
Last Update	April 6, 2015

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.**

Respondent	Larry R. Sigers
Enforcement Number / County	CE08-0072 / Columbia
Violation	Unpermitted Dredge & Fill
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	October 5, 2011
Target Date	May 2015
Legal Budget / Legal Fees to date	\$8,600.00/ \$8,848.39
Last Update	May 27, 2015

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 conducted the third annual monitoring event in May 2015. The mitigation was successful. Staff will work with counsel to close the file.**

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

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

Respondent	Charlie Hicks, Jr.
Enforcement Number / County	CE07-0087 / Madison County
Violation	Unpermitted Construction in Floodway
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	October 30, 2008
Target Date	Ongoing
Legal Fees to date	\$25,508.03
Last Update	May 27, 2015

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 set the sale for the week of April 27, 2015. **The sale was cancelled and will be reset due to a misunderstanding about whether the District or the mortgage company is to receive the proceeds of the sale.**

Respondent	EI Rancho No Tengo, Inc.
Enforcement Number / County	CE05-0017 / Columbia
Violation	Unpermitted Construction
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	January 2006
Target Date	Ongoing
Legal Fees to date	\$294,921.70
Last Update:	May 27, 2015

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

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

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

At the Chair's direction District staff proposed a possible settlement to Mr. Hill early in the day on December 9, 2014, with instructions to Mr. Hill that he would need to confirm that is was acceptable by the end of the day, otherwise the December 10, 2014 judicial sale of the property would proceed.

Mr. Hill did not return on December 9, 2014. Mr. Hill was contacted by telephone on December 9, 2014, but would not confirm that the proposed settlement was acceptable. Knowing this, the Board voted to approve the proposed settlement and, provided Mr. Hill fully executed the proposed settlement unchanged and delivered it to the District Office by 9:00 am on December 10, 2015, cancel the judicial sale. Mr. Hill timely delivered an executed settlement agreement to the District Office, but such agreement was substantially modified from the settlement agreement he was offered.

The Judicial sale went forward and the District was the successful high bidder at the sale. Afterwards, Mr. Hill objected to the manner of the sale. At hearing, the court entered an order setting aside the December 10, 2014 sale. Later the court reset the judicial sale for March 25, 2015, at 11:00 am.

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. The motion for stay was denied by the trial court.

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

Mr. Hill filed his Initial Brief with the First District Court of Appeals on February 19, 2015. The District's filed its Answer Brief with the First District Court of Appeal on February 26, 2015.

On February 27, 2015, the Circuit Court entered an order re-setting the judicial sale for March 25 at 11:00 a.m.

On March 25, 2015 at approximately 10:00 a.m., Mr. Hill filed a Chapter 12 bankruptcy petition. Meanwhile at approximately 11:00 a.m. the Circuit court clerk conducts the judicial sale as ordered. Mr. Hill does not appear. The District is the successful high bidder and the clerk files Certificate of Sale. On March 26, 2015, Mr. Hill files a Notice of Bankruptcy with the Circuit Court. On March 27, 2015, the District filed a Motion for Relief from Stay with the Bankruptcy court. On March 30, 2015, the Bankruptcy Court files an order for hearing on this motion and sets the hearing for April 20, 2015. On April 20, 2015, the motion for relief from the stay was heard by U.S. Bankruptcy Judge Paul M. Glenn. On April 27, 2015 Judge Glenn granted the District's motion but also terminated the bankruptcy stay retroactively to the date Mr. Hill filed his petition. The effect of the retroactive termination of the stay is that the March 25, 2015 clerk's sale is now valid and unaffected by the stay. Further, Judge Glenn ordered that for 180 days after the date of his order, nothing filed by Mr. Hill in the bankruptcy court would create an automatic stay. This means that if there are any more filings in the bankruptcy court, they will not affect or delay the foreclosure case.

Additionally, the Circuit Court Hearing regarding Mr. Hill's objections to the March 25, 2015 judicial sale will be June 29, 2015.

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$9,608.50 (direct cost). \$50,000.00 (approximate costs incurred to date to the insurance company. The District will only be responsible for a \$10,000 deductible due at the close of the case).
Last Update	May 27, 2015

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. Mr. Hill filed a motion for rehearing which was heard on February 12, 2015. Judge Parker's oral ruling allowed Mr. Hill time to provide additional information by February 22, 2015. If the information was not supplied, Judge Parker would enter the order granting the District's summary judgment motion. The information was not supplied, so Insurance Counsel will be requesting entry of the final order. On March 3, Insurance Counsel rechecked the Court's docket and it appears that the Plaintiffs did in fact timely file the required proof, but failed to serve Insurance Counsel with a copy. Judge Parker ruled that Plaintiffs will be given a rehearing on the District's motion for final summary judgment ("MSJ"). The hearing was set for April 14, 2015, but was cancelled after Mr. Hill filed a Notice of Removal with the bankruptcy court on April 13, 2015. On May 4, 2015, insurance counsel filed a motion with the bankruptcy court to remand the Hills' lawsuit back to state court. Also, at the same time, insurance counsel asked the bankruptcy court to award the District its costs and fees associated with having to file the motion to remand.

The hearing for remand is set for July 1, 2015.

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
Enforcement Number / County	CE04-0003 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,209
Last Update	April 2, 2015

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. **Staff met with Columbia County on March 20, 2015 and agreed with the County's approach to resolving this issue. The County will send the District a letter outlining the approach and send the signed ILA back to the District.**

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,209
Last Update	April 2, 2015

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. **Staff met with Columbia County on March 20, 2015 and agreed with the County's approach to resolving this issue. The County will send the District a letter outlining the approach and send the signed ILA back to the District.**

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 29, 2015

RE: **Public Hearing** and Consideration of Resolution Number 2015-16 Authorizing the Purchase of the Rayonier Atlantic Timber Company South Tract, 2,014 Acres +/-, in Bradford County for Camp Blanding Buffering, Authorizing Amendment No. 14 to the Fiscal Year 2014/2015 Budget, Accepting a Partial Assignment of Cooperative Agreement with the Department of Environmental Protection and National Guard Bureau, and Authorizing Conveyance of 104 Acres +/- of the Tract to St. Johns River Water Management District

RECOMMENDATION

Subject to public comment that may be received, staff recommends the Governing Board approve and execute Resolution Number 2015-16 authorizing the Executive Director to execute a purchase agreement to acquire the Rayonier Atlantic Timber Company South Tract, 2,014 acres +/-, in Bradford County for Camp Blanding buffering, authorizing amendment number 14 to the Fiscal Year 2014/2015 Budget from \$42,200,331 to \$46,237,481 to recognize \$4,037,150 in unanticipated revenues for land purchase and acquisition costs, accepting the Partial Assignment of Cooperative Agreement with the Department of Environmental Protection and National Guard Bureau to obtain land acquisition revenues, and authorizing conveyance of 104 +/- acres of the tract to St. Johns River Water Management District.

BACKGROUND

In accordance with Section 373.139(3)(a), F.S., a public hearing is scheduled for June 9, 2015, to take comments on the purchase of 2,014 acres ± owned by Rayonier Atlantic Timber Company in Bradford County. A Public Hearing Summary of the proposed acquisition is attached to this memorandum.

The acquisition of this tract will support the implementation of flood abatement and water resource development projects. The tract is located within the targeted area for buffering Camp Blanding and therefore eligible for acquisition funding through the National Guard Bureau aimed at securing buffers around military installations. Funds will be made available to the District under a Partial Assignment of Cooperative Agreement executed by the Department of Environmental Protection (Department), the National Guard Bureau, and the District.

The Cooperative Agreement between the National Guard Bureau and the Department contains a provision (Section 719) that the property be transferred to the United States if requested by the Secretary of the Army in the future.

The proposed Partial Assignment of Cooperative Agreement with its attachments follows this memorandum.

While matching funds are not strictly required from the District for this acquisition, the staff at Camp Blanding will report the District's contribution as part of the funding authorization request. There is a base buffering program-wide target of 25 percent. The District's total contribution is estimated at \$123,005 including appraisals, estimates for staff and attorney expenses, title examination, surveying, environmental audit, closing costs, and water resource development project feasibility studies. Of the total contribution, an estimated \$59,500 will be required to close the acquisition and this amount is requested in the budget amendment to be transferred from reserves (fund 10 – Florida Forever).

Staff anticipates developing an agreement with the Florida Department of Military Affairs that will turn routine land management over to Camp Blanding, including management of timber resources, to provide revenues for payment in lieu of taxes and Camp Blanding's routine land management expenses.

Approximately 104 acres of the southern end of the Rayonier South Tract lies within the boundary of St. Johns River Water Management District and staff recommends conveyance of this portion of the tract to St. Johns River Water Management District.

JD/rl
Attachments

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2015-16

A RESOLUTION OF THE GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT APPROVING AND AUTHORIZING THE ACQUISITION OF 2,014 ACRES +/- OF REAL PROPERTY OWNED BY RAYONIER ATLANTIC TIMBER COMPANY IN BRADFORD COUNTY; AUTHORIZING AMENDMENT NUMBER 14 TO THE FISCAL YEAR 2014/2015 BUDGET FROM \$42,200,331 TO \$46,237,481 TO RECOGNIZE UNANTICIPATED REVENUES FOR LAND PURCHASE AND ACQUISITION COSTS; ACCEPTING THE PARTIAL ASSIGNMENT OF COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND NATIONAL GUARD BUREAU TO OBTAIN LAND PURCHASE REVENUES; APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT TO ACQUIRE THE SUBJECT PROPERTY; APPROVING AND AUTHORIZING THE CONVEYANCE OF 104 ACRES +/- TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; AUTHORIZING AND DIRECTING THE DISTRICT'S OFFICERS, AGENTS, AND EMPLOYEES TO TAKE WHATEVER ACTIONS ARE NECESSARY TO ACCOMPLISH ALL OF THE ABOVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Suwannee River Water Management District (District) has been offered fee title to lands owned by Rayonier Atlantic Timber Company consisting of 2,014 acres +/- in Bradford County, Florida. A legal description of said lands being attached hereto as Attachment A; and

WHEREAS, the purchase price for the said lands shall be \$3,977,650.00 or \$1,975.00 per surveyed acre; and

WHEREAS, said lands shall be used for buffering Camp Blanding Joint Training Center, flood abatement, water resource development, and other water management purposes; and

WHEREAS, chapters 200 and 373, Florida Statutes (F.S.), require the Governing Board of the Suwannee River Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 2014-24, after a public hearing on September 23, 2014, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2014 through September 30, 2015; and

WHEREAS, in accordance with section 189.418(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, a budget amendment involves an action that increases or decreases total appropriated Fund amounts in the Budget; and

WHEREAS, the District requires a budget amendment to fund the purchase price of the lands; and

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

WHEREAS, the acquisition is consistent with Section 373.139, Florida Statutes (F.S.); and

WHEREAS, said lands are within the targeted area for buffering Camp Blanding Joint Training Center and therefore eligible for land acquisition funding through the National Guard Bureau aimed at securing buffers around military installations; and

WHEREAS, the funds hereinafter requested will be used only for land purchase and acquisition costs; and

WHEREAS, the District is providing a contribution of acquisition costs for said lands including fees for survey, appraisal, due diligence, water resource development project feasibility studies, and legal activities necessary for the proper transfer of title to said real property; and

WHEREAS, said lands have been appraised by two real estate appraisers and were approved for acquisition after duly noticed public meeting to inform the public of this acquisition; and

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

WHEREAS, 104 acres +/- of the said lands lies within the boundary of St. Johns River Water Management District and it is appropriate to convey the 104 acres +/- to St. Johns River Water Management District for the purposes for which the land is being acquired.

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

(1) The recitals set out above are hereby certified and declared to be true and correct, and the acquisition of the Property is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, F.S.

(2) The District's purchase of the Property pursuant to the terms of the Purchase Agreement is hereby approved and authorized.

(3) The District's execution of the Purchase Agreement is hereby approved and authorized.

(4) The District's requesting the National Guard Bureau to fund the purchase of the Property, as set out in the Purchase Agreement, through acceptance of the Partial Assignment of Cooperative Agreement, is hereby approved and authorized.

(5) The District's arranging for 104 acres +/- of the Property that lie within the boundary of St. Johns River Water Management District to be conveyed to St. Johns River Water Management District for the purposes for which the land is being acquired is hereby approved and authorized.

(6) Amendment of the Fiscal Year 2014/2015 budget as summarized in the memorandum dated May 29, 2015, requesting amendment number 14, to the Fiscal Year

2014/2015 budget from \$42,200,331 to \$46,237,481 to recognize unanticipated revenues for land purchase and acquisition costs is hereby approved and authorized.

(7) The chair, vice-chair, secretary/treasurer, executive director, general counsel and all other officers, employees and agents of the District are hereby authorized and directed to take all actions (including, without limitation, the preparation, execution and delivery of all instruments, documents and certificates) which are necessary or desirable for the District to accomplish all of the actions approved and authorized in this resolution.

(8) This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2015 A.D.

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

MEMBERS OF THE BOARD:

- DON QUINCEY, CHAIR**
- ALPHONAS ALEXANDER, VICE CHAIR**
- VIRGINIA H. JOHNS, SECRETARY/TREASURER**
- KEVIN W. BROWN**
- GARY JONES**
- VIRGINIA SANCHEZ**
- RICHARD SCHWAB**
- BRADLEY WILLIAMS**
- GUY N. WILLIAMS**

ATTEST:

Attachment "A"

LEGAL DESCRIPTION

All of Section 12, 13 and 24, Township 7 South, Range 22 East, Bradford County, Florida.

Less and Except Railroad Right of Way described as Parcel No. 04986-0-00100, Bradford County, Florida.

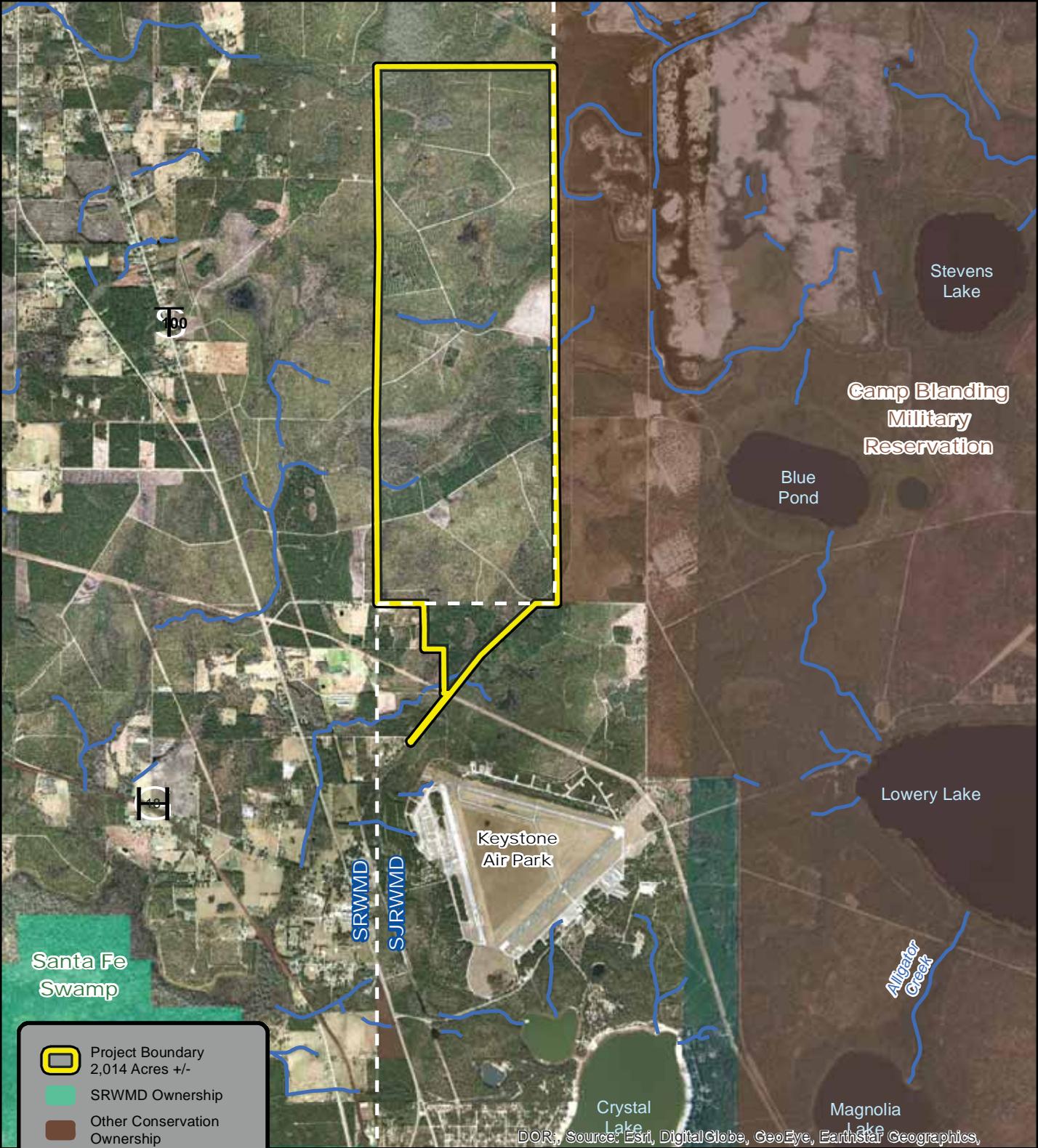
AND:

All of the North 1/2 of Section 25, Township 7 South, Range 22 East lying Northerly and Westerly of the abandoned railroad right of way of the former Georgia Southern and Florida Railroad Camp Blanding spur tract,

EXCEPT the West 1/2 of the Northwest 1/4 and;
EXCEPT the West 1/2 of the Southeast 1/4 of the Northwest 1/4 thereof.

All that part of the lands described in that certain Quit Claim Deed dated 8/18/75 given by Southern Region Industrial Realty, Inc., a Georgia corporation, to C.A. and B.P. Baldree, recorded in O.R. Book 138, Page 649 through 651, Bradford County, Florida, lying Northerly and Easterly of the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Sections 25 and 24, Township 7 South, Range 22 East, to the Clay County line.

A 10 foot wide strip of land in the North 1/2 of the Southwest 1/4 , Section 25, Township 7 South, Range 22 East, lying Northwest of and adjacent to the abandoned railroad right of way of the former Georgia Southern and Florida Camp Blanding spur tract, said 10 foot wide strip extending from the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Section 26-5, Township 7 South, Range 22 East, Northeasterly along the Northwesterly boundary of said abandoned railroad right of way to the North line of the South 1/2 of said Section 25.



-  Project Boundary
2,014 Acres +/-
-  SRWMD Ownership
-  Other Conservation Ownership
-  District Boundary
-  Stream

DOR, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

Rayonier Forest Resources Bradford County



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 May 2015



Project: _____
Parcel #: _____

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this ___ day of June, 2015, between **RAYONIER ATLANTIC TIMBER COMPANY f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.**, a Delaware corporation, authorized for and doing business within Florida, whose address is P.O. Box 728, Fernandina Beach, Florida 32035, as "Seller" and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, as "Purchaser".

1. THE PURCHASE. In response to Purchaser's unsolicited offer to purchase, Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the purchase price and on the terms and conditions herein set forth, in fee simple, the real property located in Bradford County, Florida, as described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all of the hereditaments including but not limited to transferable development rights, if any, improvements, easements and appurtenances and riparian and littoral rights, if any and subject to the reservations provided herein (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding on Seller upon Seller's execution of the Agreement, and legally binding upon Purchaser only when it is executed by Purchaser, which execution is subject to approval by the Governing Board of the Purchaser. This Agreement must be executed by Purchaser **on or before June 12, 2015**, after which date all terms herein become null and void unless executed by Purchaser as provided herein.

2.A. PURCHASE PRICE. The purchase price is Three Million Nine Hundred Seventy Seven Thousand Six Hundred Fifty and 00/100 Dollars (\$3,977,650.00) ("Purchase Price") which will be paid at closing and which, as a material term of this Agreement, shall be **on or before September 15, 2015** ("Closing Date"), unless said closing is extended pursuant to Paragraph 12. The Purchase Price set out above is based on the calculation of \$1,975.00 per acre ("Acre Price") for 2014 acres of land ("Acres"). The Purchase Price will be paid to Seller by wire transfer. Upon execution and delivery of this Agreement to Seller, Purchaser shall contemporaneously pay and deliver to Seller an earnest money deposit in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1500.00) ("Deposit"), which shall be deposited by Seller upon Seller's execution and delivery of this Agreement and which shall be credited against the Purchase Price at closing. The Deposit shall be paid by certified or cashier's check or by U.S. wire transfer. Should Seller not execute this Agreement, Seller shall return the Deposit to the Purchaser "uncashed."

2.B. ADJUSTMENT OF PURCHASE PRICE. Should the survey described in Paragraph 4 hereof, show a number of acres for the Property different than 2014, then the Purchase Price shall be adjusted to be the product of the number of acres shown in the survey multiplied by the Acre Price. Further, should any portions of the Property be cut out and deleted from the sale pursuant to Paragraphs 3.B. and 6, then the Purchase Price shall be reduced by the number of acres contained in such cut out portions multiplied by the Acre Price.

3.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, **prior to July 14, 2015**, may commence a Phase I environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. **On or before July 14, 2015**, Purchaser shall provide Seller with a copy of the Phase 1 site assessment, although Purchaser will make every reasonable effort to notify Seller of the discovery of any Hazardous Materials as the assessment progresses. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law, which is present at levels on the Property that would mandate remediation under the United States Environmental Protection Agency, or the Florida Department of Environmental Protection laws or regulations (as hereinafter defined in paragraph 3.B.).

3.B. HAZARDOUS MATERIALS. In the event that, **on or before July 14, 2015**, the environmental site assessment provided for in paragraph 3.A. identifies potential contamination of the Property by Hazardous Materials, either party, at such party's sole option, may elect to terminate this Agreement **on or before July 28, 2015**, and neither party shall have any further obligations under this Agreement or any other claim for damages. Should neither party elect to terminate this Agreement, Purchaser shall deliver to Seller written notice of its objections to the environmental site assessment, if any, and Seller shall, at its sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Laws") placed on the Property during Seller's ownership of the Property. If Seller is unable to complete clean-up of property impacted by Hazardous Materials (the "Impacted Property") prior to the Closing Date (or the date as extended by Paragraph 12), then the parties shall proceed to closing on all the Property except for the Impacted Property together with a reasonable buffer zone around such Impacted Property as the parties shall mutually agree upon (the "Buffer") and reduce the Purchase Price by an amount equal to the number of acres constituting the Impacted Property and Buffer multiplied by the per Acre Price set forth in Paragraph 2.A. Once the Impacted Property has been cleaned up to legal or regulatory standards under applicable Environmental Laws, then the Impacted Property and Buffer shall be conveyed to Purchaser in return for payment for the Impacted Property and Buffer based on the Acre Price herein stated.

Should the estimated cost of clean-up of the Impacted Property exceed Fifty Thousand Dollars and No/100 Dollars (\$50,000.00), the Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement, or if the Seller and Purchaser agree, the Impacted Property may be permanently cut out and the Purchase Price reduced by an amount equal to the number of acres constituting the Impacted Property multiplied by the per Acre Price set forth in Paragraph 2.A. In the event the Seller should subsequently clean up the Impacted Property to legal or regulatory standards under applicable Environmental Laws, then the Seller may request that the Impacted Property be conveyed to Purchaser in return for payment for the Impacted Property based on the Acre Price herein stated. In the event Purchaser has sufficient funding to acquire the Impacted Property, Seller shall provide a special warranty deed, and title, possession and lien affidavit in accordance with Paragraphs 7 and 8, respectively and shall pay all expenses and taxes associated with such conveyance in accordance with Paragraphs 10 and 11 respectively. In the event that Hazardous Materials placed on the Property during Seller's ownership of the Property are discovered after closing, Seller shall remain obligated hereunder, with such obligation

to survive the closing and delivery and recording of the deed described in Paragraph 7 of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense, subject to the terms of the following paragraph.

Further, in the event that neither party elects to terminate this Agreement as provided above and the parties proceed to closing **on or before September 15, 2015**, (or as extended pursuant to Paragraph 12), Seller shall indemnify, defend and hold Purchaser harmless from any and all liabilities, claims, costs, expenses, fines, penalties, fees, actions or sanctions asserted by or on behalf of any person or governmental authority arising from or in connection with Seller's use or misuses, handling or mishandling, storage, spillage, discharge, seepage into waterbodies or the ground water of any hazardous material, pollutant or contaminant. Such indemnification is, however, given upon the specific condition, which is a material term hereof, that such indemnification shall be specifically limited to a time period of three (3) years from the date of closing and shall in no event or under any circumstances exceed \$50,000.00.

The contractual limitation on Seller's contractual obligations to indemnify Purchaser and to clean-up Hazardous Materials located on the Property as specified in this Paragraph 3.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property.

4. SURVEY. Purchaser, **prior to August 14, 2015**, at its sole cost and expense, shall have the Property surveyed. If the survey ("Survey"), prepared and certified by professional surveyor and mapper licensed by the State of Florida shows any of the following: (i) any encroachment on the Property, (ii) that improvements intended to be located on the Property encroach on the land of others, (iii) any lack of access issue, (iv) any existing structure or improvement on the Property which is objectionable to Purchaser, or (v) any title matter revealed on the Survey which is objectionable to Purchaser, the same shall be treated as a title objection and if Seller is unable to cure the defect pursuant to Paragraph 6, then the affected property shall be addressed in accordance with the provisions of Paragraph 6 herein. Purchaser shall deliver to Seller its written Survey objections **on or before August 21, 2015**, if any. Seller shall have the right but not the obligation to use reasonably diligent efforts to attempt to satisfy Purchaser's Survey objections on or before **September 1, 2015**. Seller shall have the same time period within which to deliver to Purchaser written notice of any objections that Seller may have to matters shown on the Survey. The surveyor shall mark boundary lines on all adjacent property of Seller or its affiliated company's property.

5. TITLE INSURANCE. No later than **July 14, 2015**, Seller shall deliver to Purchaser a marketable title search and examination, including a 50 year environmental and lien search required for the Phase I environmental site assessment, in the form of a title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable fee simple title to the Property in the amount of the purchase price. The cost for the title commitment, title policy and related title search fees shall be paid by Seller at closing.

6. TITLE EXCEPTIONS. If the title insurance commitment furnished pursuant to this Agreement discloses any interests, encumbrances, restrictions or other objections in title which are not acceptable to Purchaser, Purchaser shall provide written notice to Seller of such objections **on or before August 21, 2015** and Seller shall use reasonably diligent efforts to attempt to satisfy

such objections in title by **September 1, 2015** (“Curative Period Expiration Date”), except that Seller shall not be required to bring any lawsuits or administrative proceedings to eliminate defects in title. If Seller is unsuccessful in removing or otherwise satisfying the title objection(s) by the Curative Period Expiration Date, then no later than **September 10, 2015**, the Purchaser, in the Purchaser’s sole option, may elect to: (a) proceed to closing on all the Property except for the property directly impacted by the title objection(s) (“Title Objection Property”), which shall be carved out from said closing, and the parties shall reduce the Purchase Price by an amount equal to the number of acres of the Title Objection Property multiplied by the Acre Price; (b) accept the title as it then is with no reduction in the Purchase Price; or (c) terminate this Agreement and receive a return of the Deposit, thereupon releasing Purchaser and Seller from all further obligations under this Agreement or other claim for damages. In the event the parties elect to carve out the Title Objection Property and the title objection(s) on same shall be cleared subsequent to closing, the parties agree that the Title Objection Property shall be conveyed to Purchaser based upon the same consideration as provided herein and for a purchase price equal to the number of acres of the Title Objection Property multiplied by the Acre Price.

7. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser special warranty deed(s) containing the final approved surveyor’s metes and bounds legal description, acceptable in form and content to Seller and Purchaser conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the reasonable opinion of Purchaser, and except for the matters referenced in this Agreement. The “Grantee” in the deed or deeds of conveyance shall be the Purchaser or any other person or entity as may be directed by the Purchaser. Any assignment by Purchaser shall not affect the rights of Seller hereunder or the obligations of Purchaser to Seller hereunder, and shall be in a form of assignment reasonably acceptable to Seller.

8. PREPARATION OF CLOSING DOCUMENTS.

A. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement in the form attached hereto as Exhibit “B”, as required by Paragraph 286.23, Florida Statutes. Seller shall prepare the deed described in Paragraph 7 of this Agreement, in form attached hereto as Exhibit “C”, Purchaser’s and Seller’s closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Paragraph 627.7842, Florida Statutes, all subject to Purchaser’s review and approval, in accordance with this Agreement, and an environmental affidavit in substantially the same form attached hereto as Exhibit “D”. Exhibits B, C and D are incorporated herein by these references.

B. TIMBER RESERVATION. Intentionally omitted.

C. MINERALS RESERVATION. In the deed of conveyance, Seller shall reserve minerals rights as set forth in Exhibit “C” attached hereto and incorporated herein.

9. REVIEW FOR CLOSING. Each party agrees to timely execute and deliver all closing documents contemplated by Paragraph 8.

10. EXPENSES. Seller will pay the documentary revenue stamp tax, if applicable, all other taxes associated with the conveyance, the cost of the title commitment and title insurance policy, the title search and examination fee, an environmental lien search fee. At closing, Purchaser

shall pay the cost of Phase I Environmental Site Assessment, the cost of recording the deed(s) described in Paragraph 7 of this Agreement and any other recordable instruments necessary to assure good and marketable title to the Property and all other costs which Seller is not expressly obligated to pay hereunder. In the event the transaction does not proceed to closing, Seller shall be responsible for the Phase I Environmental Site Assessment, subject to the limitation contained in Paragraph 3.A.

11. TAXES AND ASSESSMENTS. All real estate taxes and assessments for all years prior to the year of closing shall be satisfied of record by Seller at closing. If fee title to the Property is transferred to Purchaser between January 1 and November 1, there shall be no proration and the Seller shall satisfy the taxes and assessments for the year of closing, in accordance with Section 196.295, Florida Statutes, by paying the prorated amount to the county tax collector, as determined to be legally due and payable by the county tax collector. If fee title to the Property is transferred to Purchaser between November 1 and December 31, the taxes and assessments for the year of closing shall be paid and satisfied at closing with the cost thereof prorated between the parties as of the date of closing.

12. CLOSING PLACE AND DATE. As a material term of sale, it is agreed that the closing shall be by a mail-away escrow **on or before September 15, 2015**, unless a defect or delay as to the title to the Property, title commitment, survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller or Purchaser on or before such date, in which case if such defect or delay cannot be resolved in accordance with the provisions of Paragraphs 3.B. and 6 herein **prior to September 15, 2015**, by carving out property thereunder, the Closing Date will be extended as necessary for the removal of the applicable defect or impact but not beyond September 30, 2015. If Purchaser does not have sufficient funding for closing, then Seller, as its sole option, retains the right to extend the Closing Date until September 30, 2015. Fidelity National Title Insurance Company shall be the closing agent.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Except to the extent caused by Purchaser or its agents, Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that, except as it relates to the hunt club(s) that license the Property, which license agreements will be terminated effective as of the Closing Date, at the time of closing, there will be no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all improvements, abandoned personal property, non-botanical refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser, prior to the Closing Date. Seller may elect to accompany Purchaser during its final inspection of the Property, which shall occur at least 7 days prior to the Closing Date, to determine whether all improvements, abandoned personal property, and non-botanical refuse, garbage, junk, rubbish, trash and debris have been removed from the Property.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement, but shall

be present on the Property only between the hours of 9 a.m. and 4 p.m., Eastern Time. Seller does not in any way warrant the condition of Property and Purchaser shall exercise the herein granted rights at its own risk. Purchaser acknowledges that there are certain inherent risks associated with conducting their intended activities on the Property due to the primitive/unimproved nature of the Property. Purchaser is put on notice that the Property is in a remote location, access roads may not be paved and neither the condition of the Property nor the roads are guaranteed in any way by Seller. Purchaser further acknowledges that others have been given permission to enter the Property including hunting club members who may be upon the Property with guns to hunt and invitees and/or licensees who may be upon the Property with men and machinery. With regard to any entry by Purchaser upon the Property prior to closing, Purchaser shall be responsible during the term of this Agreement for damage or injury to persons or property resulting from Purchaser's entry upon the Property for which Purchaser or its agents, representatives, employees or contractors or anyone entering the land pursuant to Purchaser's access rights hereunder are found legally responsible. Purchaser's liability to Seller or to any third party under this provision of this Agreement shall be limited to in the same manner and to the same extent as the Purchaser's liability in tort is limited in Section 768.28, Florida Statutes, and nothing contained herein shall be construed as a waiver of sovereign immunity. Seller shall deliver possession of the Property to Purchaser at the closing.

15. ACCESS. To the best of Seller's knowledge, there is legal and practical ingress and egress for the majority of the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. DEFAULT. If either party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing. If the Seller defaults, Purchaser, in Purchaser's sole discretion, may either (1) bring an action for specific performance of this Agreement, or (2) terminate this Agreement and demand a return of the Deposit with neither party having any further responsibility to the other under this Agreement. If Purchaser defaults, Seller may terminate this Agreement and retain the Deposit with neither party having any further responsibility to the other under this Agreement. The parties agree that (i) the remedies set out in this paragraph shall be the sole and exclusive remedies available to the parties in the event of a default; (ii) these damages provisions do not constitute a penalty or forfeiture; (iii) the actual damages are difficult or impossible to measure; and (iv) the remedy of liquidated damages is a proper and mutually accepted negotiated remedy for the parties due to the fact that the damages suffered by the parties are not ascertainable at the time of execution of this Agreement and that such remedy takes into account the peculiar expenses and risks assumed by each party.

17. BROKERS. Seller and Purchaser each warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Paragraph 8. Seller and Purchaser, to the extent allowed by law, shall each indemnify and hold the other harmless from any and all such claims, whether disclosed or undisclosed to the extent arising from each parties' actions.

18. RECORDING. Notice of this Agreement may be recorded by Purchaser in the appropriate county or counties. In the event Purchaser defaults under this Agreement and this transaction does not close, Purchaser will execute and deliver a quit claim deed to Seller which releases all Purchaser's interest in the Property.

19. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.
20. TIME. Time is of the essence with regard to all dates or times set forth in this Agreement.
21. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected, unless such unenforceable provisions contain material terms of the transaction.
22. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's execution of this Agreement, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.
23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Except for the warranties contained in this Agreement and of title to be contained in the Special Warranty Deed to be executed by the Seller, Seller has not made, does not make, and has not authorized anyone else to make any representations as to the Property. Notwithstanding the foregoing, the parties acknowledge that the map description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property, and that at closing the legal description(s) to be utilized will be those contained in the final approved survey of the Property.
24. WAIVER. Failure of Purchaser or Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect until closing, at which time all terms and conditions of this Agreement shall merge into the deeds tendered at closing unless specifically stated herein to survive closing.
25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller and Purchaser set forth in Paragraphs 3.B., 8.B., 8.C., 11, 14, 17, 18 and 31 shall survive closing and not be merged into deeds of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive closing.

30. EXCHANGE. The parties hereby acknowledge and agree that either party may elect to consummate this transaction as part of a like kind exchange (the "Exchange"), pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that (i) the Closing shall not be delayed or affected by reason of any Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to either party's obligations under this Agreement; (ii) the party consummating the Exchange ("Exchanging Party") shall not be released from any of its obligations under this Agreement; and (iii) the Exchanging Party shall pay any additional costs that would not otherwise have been incurred had the Exchanging Party not consummated the sale or purchase through the Exchange.

31. EASEMENT AND RIGHT OF ENTRY. In the deed of conveyance, Seller shall reserve a non-exclusive easement over the Property as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

32. FUNDING OF THIS PURCHASE BY THE UNITED STATES OF AMERICA. The Purchaser intends to purchase the Property as set out herein with funding from the United States of America, as provided in 10 U.S.C. § 2684a. Notwithstanding anything else herein to the contrary, the Purchaser shall not be obligated to close the transaction set out in this Agreement unless and until all of the following have occurred: (A) The approval of this Agreement by the United States of America as set out in 10 U.S.C. § 2684a and related administrative rules; (B) The approval of this Agreement by the Florida Department of Environmental Protection; and, (C) The funding of the purchase price and Purchaser's expenses of the transaction set out in this Agreement by the United States of America as set out in 10 U.S.C. § 2684a and related administrative rules.

Further, notwithstanding anything else herein to the contrary, the Closing Date set out herein shall be continued as reasonably necessary to give time for closing after all of the above conditions has occurred. Provided that should the Closing Date be extended more than 90 days due to the lack of occurrence of any of the above three conditions, either party may terminate this Agreement by giving written notice of such termination to the other in which event both parties shall thereafter be deemed released from any and all further obligations under this Agreement.

The Seller agrees to reasonably cooperate with the Purchaser in Purchaser's compliance with the requirements of 10 U.S.C. § 2684a and related administrative rules, provided such reasonable cooperation does not result in any costs to the Seller or any decrease in the Purchase Price. Any delay or failure to close due to the reasons set out in this paragraph shall not be deemed a default of either party.

32. EXHIBITS. Exhibits “A” through “D” are attached hereto and fully incorporated herein. Said Exhibits consist of:

- Exhibit “A” – Property Description and Map
- Exhibit “B” – Beneficial Interest and Disclosure Affidavit
- Exhibit “C” – Form of Special Warranty Deed
- Exhibit “D” – Environmental Affidavit

THIS AGREEMENT IS TRANSMITTED TO THE PURCHASER AS AN OFFER. THIS AGREEMENT WILL BECOME NULL AND VOID IF NOT EXECUTED AND RETURNED TO SELLER, BY CLOSE OF BUSINESS ON **JUNE 12, 2015**. THE SELLER UNDERSTANDS THAT THE PURCHASER’S RIGHT TO EXECUTE THE AGREEMENT IS SUBJECT TO THE FOLLOWING: (1) APPROVAL OF THE AGREEMENT FOR SALE AND PURCHASE BY PURCHASER’S GOVERNING BOARD; AND (2) PURCHASER’S REASONABLE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER’S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[SIGNATURES ON FOLLOWING PAGES]

SELLER

RAYONIER ATLANTIC TIMBER
COMPANY f/k/a TIMBERLANDS
HOLDING COMPANY ATLANTIC, INC.

Witness as to Seller

Witness as to Seller

By: _____
Name:
As its:

ATTEST:

By: _____
Name:
As Its: Assistant Secretary

(CORPORATE SEAL)

F.E.I.D. No.:

Date signed by SELLER

STATE OF FLORIDA)

COUNTY OF NASSAU)

BEFORE ME the undersigned authority personally appeared _____ and _____, as _____ and Assistant Secretary, respectively, of RAYONIER ATLANTIC TIMBER COMPANY f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC., a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said limited partnership. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this _____ day of June __, 2015.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT, a public body
existing under Chapter 373, F.S.

Witness as to Purchaser

Witness as to Purchaser

By: _____
Name:
Its:

(SEAL)

ATTEST:

By: _____
Name:
Its:
F.E.I.D. No.:

Date signed by Purchaser

FOR USE AND RELIANCE ONLY BY
SUWANNEE RIVER WATER MANAGEMENT
DISTRICT: Legal form and content approved

By: _____

Date: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by _____ as _____ of the Suwannee River Water Management District, a public body existing under Chapter 373, F.S. on behalf of the District. S/He is personally known to me and did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

"PROPERTY DESCRIPTION AND MAP"

All of Section 12, 13 and 24, Township 7 South, Range 22 East, Bradford County, Florida.

Less and Except Railroad Right of Way described as Parcel No. 04986-0-00100, Bradford County, Florida.

AND:

All of the North 1/2 of Section 25, Township 7 South, Range 22 East lying Northerly and Westerly of the abandoned railroad right of way of the former Georgia Southern and Florida Railroad Camp Blanding spur tract,

EXCEPT the West 1/2 of the Northwest 1/4 and;

EXCEPT the West 1/2 of the Southeast 1/4 of the Northwest 1/4 thereof.

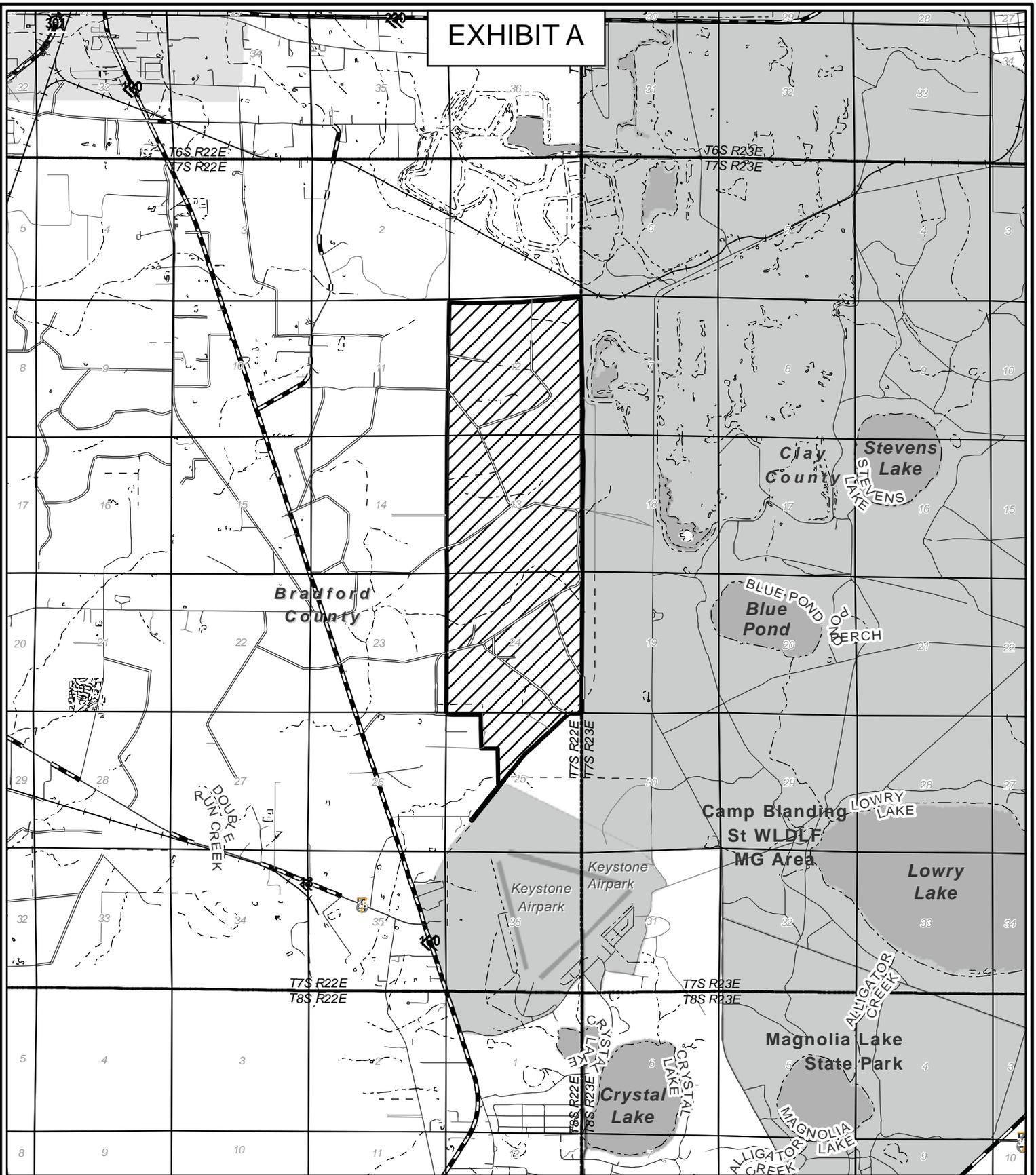
All that part of the lands described in that certain Quit Claim Deed dated 8/18/75 given by Southern Region Industrial Realty, Inc., a Georgia corporation, to C.A. and B.P. Baldree, recorded in O.R. Book 138, Page 649 through 651, Bradford County, Florida, lying Northerly and Easterly of the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Sections 25 and 24, Township 7 South, Range 22 East, to the Clay County line.

A 10 foot wide strip of land in the North 1/2 of the Southwest 1/4 , Section 25, Township 7 South, Range 22 East, lying Northwest of and adjacent to the abandoned railroad right of way of the former Georgia Southern and Florida Camp Blanding spur tract, said 10 foot wide strip extending from the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Section 26-5, Township 7 South, Range 22 East, Northeasterly along the Northwesterly boundary of said abandoned railroad right of way to the North line of the South 1/2 of said Section 25.

EXHIBIT "A" (continued)
"PROPERTY DESCRIPTION AND MAP"

Please see attached map.

EXHIBIT A



Compartment Numbers

032077, 032078,
 032079, 032080,
 032081, 032140,



Bradford County, FL

No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.



4/24/2015

EXHIBIT "B"

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared _____ ("affiant"), this _____ day of _____, 2015, who, first being duly sworn, deposes and says:

1) That affiant is the _____ of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, authorized for and doing business within Florida, whose address is P.O. Box 728, Fernandina Beach, Florida 32035 as "Seller", and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

(if non-applicable, please indicate None or Non-Applicable)

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the

EXHIBIT "C"

"FORM OF SPECIAL WARRANTY DEED"

PREPARED BY:

**S. ALLISTER FISHER, ESQ.
RAYONIER INC.
P.O. BOX 723
FERNANDINA BEACH, FL 32034**

RETURN TO:

**STATE OF FLORIDA
COUNTY OF BRADFORD**

SPECIAL WARRANTY DEED
(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this ____ day of _____, 2015, from **RAYONIER ATLANTIC TIMBER COMPANY F/K/A TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.**, a Delaware corporation, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060 ("Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in _____ **County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# _____

THE GRANTEE'S PURCHASE OF THE PROPERTY WAS MADE WITH ASSISTANCE FROM AND IS SUBJECT TO THE RIGHTS OF THE UNITED STATES ARMY UNDER THE PROVISIONS OF 10 U.S.C. § 2684A.

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; coal, lignite and peat; base and precious metals; ores and industrial minerals; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; phosphate; sand; heavy mineral sands including, without limitation, Ilmenite, Leucoxene, Rutile, Staurolite and Zircon; clays including, without limitation, common clay; gravel; limestone; humus; marble; granite; gemstones; and minerals of any and every nature, kind and description whatsoever now or hereafter susceptible to commercial exploitation regardless of whether encompassed within the term "mineral" in legal or commercial usage on the date hereof (collectively, "Mineral Resources") in or upon said land, not previously reserved by others, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and subsurface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced; together with the right to store, inject and sequester liquid and gaseous substances in subsurface pore space, salt domes, cavities and other underground structures now or hereafter created and which are now or hereafter susceptible to commercial exploitation (collectively, "Storage Reservoirs"), and the right to leach or construct Storage Reservoirs, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete use of the property and rights hereby reserved; Provided, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and Provided further, that the exercise of any rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation. Notwithstanding, Grantor hereby grants Grantee the right to personally use any peat, and clay located on the land for improvements on the land itself without compensation being due to Grantor for such personal use.

FURTHER, GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, a non-exclusive easement (the "Easement") over, along and across the areas of the Property as shown on the map attached hereto as EXHIBIT B and by reference made a part hereof (the "Easement Areas"), for the sole purpose of surface access for ingress and egress to the parcel of real property described in EXHIBIT C, attached hereto and by reference made a part hereof (the "Dominant Tract"). Upon thirty (30) days prior written notice to Grantor, Grantee shall have the right to relocate all

or any portion of the easements in the general locations depicted on EXHIBIT B attached hereto, provided Grantee supplies a right of way with the width and construction equivalent to that replaced, terminating at or near its former points of connection. The easements will be for ingress, egress and regress over, upon and across the Easement Areas for vehicular access and utilities for Seller, its affiliated or related companies, their contractors, assigns, licensees and invitees, for activities on the Dominant Tract including, but not limited to, the operation or management of Grantor's or its affiliated or related companies' adjoining timberlands, including, but not limited to, harvesting operations. Road maintenance for and during Grantor's harvesting operations shall be the sole responsibility of Grantor, its agents and assigns, and all roads used during Grantor's harvesting operations shall be returned to as good or better condition of that existing immediately prior to Grantor's harvesting operations to the reasonable satisfaction of Grantee. However, neither Grantor nor Grantee shall be required to improve the Easement Areas to any higher standard than what is generally considered to be a woods road. Grantee may, at its option, convey the Easement Areas to a governmental entity. If Grantee elects to do so, Grantor agrees to join in such conveyance and termination, at no additional charge or consideration, so as to release its Easement rights with respect to the Easement Areas, as long as Grantor maintains access to its and its affiliated or related companies' remaining timberlands.

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other. Provided that the warranties given in this deed shall not apply to those matters set forth on EXHIBIT D attached hereto and incorporated herein by this reference (the "Permitted Exceptions") for which no warranties are given.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER ATLANTIC TIMBER COMPANY
F/K/A TIMBERLANDS HOLDING COMPANY
ATLANTIC, INC.**, a Delaware corporation

(Print)

By: _____

Name: _____

Its: _____

(Print)

Attest: _____

Name: _____

Its: _____

**STATE OF FLORIDA
COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of _____, 2015, by _____, _____ and _____, _____, of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, on behalf of the corporation, and who are personally known to me.

Notary Public, State of Florida

My Commission Expires:

Commission No.:

EXHIBIT A

“Property Description”

All of Section 12, 13 and 24, Township 7 South, Range 22 East, Bradford County, Florida.

Less and Except Railroad Right of Way described as Parcel No. 04986-0-00100, Bradford County, Florida.

AND:

All of the North 1/2 of Section 25, Township 7 South, Range 22 East lying Northerly and Westerly of the abandoned railroad right of way of the former Georgia Southern and Florida Railroad Camp Blanding spur tract,

EXCEPT the West 1/2 of the Northwest 1/4 and;

EXCEPT the West 1/2 of the Southeast 1/4 of the Northwest 1/4 thereof.

All that part of the lands described in that certain Quit Claim Deed dated 8/18/75 given by Southern Region Industrial Realty, Inc., a Georgia corporation, to C.A. and B.P. Baldree, recorded in O.R. Book 138, Page 649 through 651, Bradford County, Florida, lying Northerly and Easterly of the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Sections 25 and 24, Township 7 South, Range 22 East, to the Clay County line.

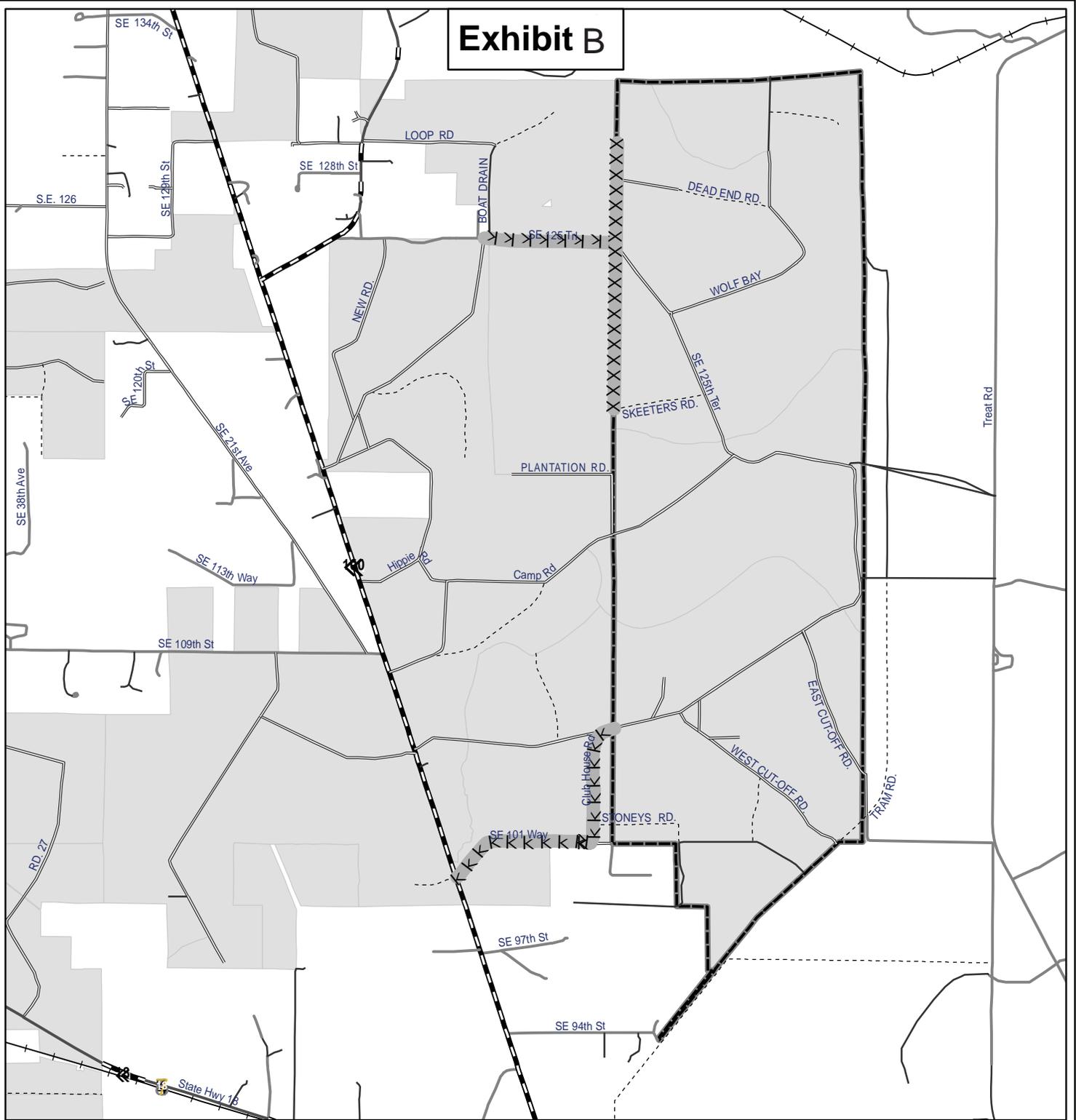
A 10 foot wide strip of land in the North 1/2 of the Southwest 1/4 , Section 25, Township 7 South, Range 22 East, lying Northwest of and adjacent to the abandoned railroad right of way of the former Georgia Southern and Florida Camp Blanding spur tract, said 10 foot wide strip extending from the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Section 26-5, Township 7 South, Range 22 East, Northeasterly along the Northwesterly boundary of said abandoned railroad right of way to the North line of the South 1/2 of said Section 25.

EXHIBIT B

“Map of Easement Areas”

**PLEASE SEE ATTACHED
(ONE PAGE).**

Exhibit B



5/12/2015

Legend

- 60ft Retained Easement
- 60ft Easement to WMD
- Sale Area
- Rayonier Holdings

Camp Blanding - Phase II

Bradford County, FL

No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.

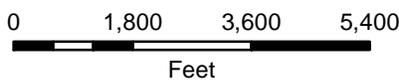


EXHIBIT C

“Dominant Estate”

To be attached upon approval of legal description by Seller
and prior to execution of this Agreement.

EXHIBIT D

“Permitted Exceptions”

TBD Upon expiration of Title Review Period.

EXHIBIT "D"

ENVIRONMENTAL AFFIDAVIT
(OTHER)

_____ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the SUWANNEE RIVER WATER MANAGEMENT DISTRICT ("Purchaser"), and Affiant further states:

1. That the Affiant is the _____ of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, authorized for and doing business within Florida (collectively the "Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.

2. That Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Bradford County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. That Seller is conveying the Property to the Purchaser.

4. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

5. As of the date of Seller's conveyance of the Property to the Purchaser, Seller warrants and represents to Purchaser that:

(i) Except for chemicals used in the ordinary course of Seller's customary industrial forestland silvicultural practices, Seller has not knowingly placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) To the best of Seller's knowledge, Seller and any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) To the best of Seller's knowledge, no warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) As to the Property, to the best of Seller's knowledge, Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter relating to the Property arising under any Environmental Law.

6. That Seller makes this Affidavit for the purpose of inducing Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2015, by _____. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a/their current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped
Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP Attorney

Date: _____

ENVAFFO.FRM
REV. 01/01/94
DNR 61-47(16)

**RAYONIER ATLANTIC TIMBER COMPANY
PUBLIC HEARING SUMMARY**

DATE: May 29, 2015

TRACT: Camp Blanding Buffers / Rayonier South 2,014

SELLER: Rayonier Atlantic Timber Company

LOCATION: Sections 12, 13, 24, and 25, Township 7 South, Range 22 East, Bradford County, Florida.

ACREAGE: 2,014 acres +/-

TRACT DESCRIPTION: The tract lies directly adjacent to and west of Camp Blanding Military Reservation along the Bradford/Clay County boundary about two miles southeast of Starke. The tract consists of four separate contiguous tax parcels with a total assessed acreage of 2,024.25 acres.

The tract is mostly rectangular excepting a southerly extending segment and encompasses all of Sections 12, 13, and 24 of Township 7 South, Range 22 East and a 104.25 acre +/- segment of Section 25, Township 7 South, Range 22 East, all being situated within Bradford County. The southerly extending segment Section 25, Township 7 South, Range 22 East lies within the boundary of St. Johns River Water Management District.

The tract is typical of pine flatwoods having interspersed areas of wetland plumes and strands and upland forested areas. Approximately 37 percent of the tract lies within a Flood Zone Hazard A. The property has been used for silviculture activities with merchantable and pre-merchantable pine timber of varying ages, various hard and soft woods and native vegetation.

ACCESS: Legal and physical access to this tract will be provided by easements through adjacent Rayonier lands to the west that are connected to public roads and from the south by SE 94th Street.

TITLE ENCUMBRANCES: Rayonier Atlantic Timber Company will reserve minerals.

PRICE: \$1,975 per acre or \$3,977,650 for 2,014 acres +/- based on acreage from the District's geographic information system. The final purchase price will be adjusted on a per-acre basis once the survey is complete. The price includes the contributory value of timber and the timber is proposed for sale within the land.

Two fair market appraisals valued the property: John A. Robinson and Ana M. Arroyo of Property Valuation and Consulting and Thomas C. Tompkins of Tompkins Appraisal Group. The appraisal reports have been reviewed and approved for negotiations by review appraiser Clay Ketcham.

ACQUISITION FUNDS: The District will request acquisition funding for the full purchase price from the National Guard Bureau and the acquisition is contingent upon receipt of the funds. The District is providing a match estimated at \$123,005, including appraisals, estimates for staff and attorney expenses, title examination, surveying, environmental audit, closing costs, and water resource development project feasibility studies.

CLOSING COSTS: The Seller will pay for the documentary stamp taxes, all other taxes associated with the conveyance, title commitment and title insurance policy. The District will pay for the survey, environmental audit and recording fees. Each party will pay its own attorney's fees. Closing costs are estimated at \$59,500 and will be counted in the costs to be matched with the acquisition funds provided by the National Guard Bureau.

EVALUATION OF LAND MANAGEMENT COSTS:

Management of this land will consist of forestry and operation and maintenance of flood abatement and water resource development projects. Operation and maintenance costs of the project will be estimated during design of the project.

Staff anticipates developing an agreement with the Florida Department of Military Affairs that will turn routine land management over to Camp Blanding, including management of timber resources, to provide revenues for payment in lieu of taxes and Camp Blanding's routine land management expenses. These management activities have costs that are consistent with the water resource benefits to be derived from acquisition of the property.

/jd

PARTIAL ASSIGNMENT OF COOPERATIVE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Blvd., M.S. 115, Tallahassee, Florida 32399-3000, referred to as “Assignor”, hereby transfers and assigns to the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 County Road 49, Live Oak, Florida 32060, referred to as “Assignee”, all of its right, title and interest in that certain Cooperative Agreement No. W9133L-09-2-3072 dated June 26, 2009, modified on May 13, 2010, March 3, 2011, December 19, 2011, January 7, 2013, September 28, 2013 and December 4, 2013 by and between Assignor and the National Guard Bureau, a copy of which Cooperative Agreement is attached hereto as Exhibit "A" and by this reference made a part hereof (the "Cooperative Agreement"), and assigns and delegates to the Assignee all of the Assignor’s rights and duties under the terms and conditions of the Cooperative Agreement, as limited herein. The scope of this Partial Assignment of Cooperative Agreement is to assign and delegate only those rights and duties of Assignor that would relate to the acquisition of the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., which is a parcel of land included in the approved Army Compatible Use Buffer area and identified as Exhibit “B”, if such acquisition were undertaken by Assignor. Subject to terms and conditions hereof the Assignor hereby remises, releases and quit claims unto Assignee and its successors and assigns forever, all of the right, title and interest it would have had in and to the acquisition of such lands under the provisions of the Cooperative Agreement. Should the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., be acquired, the Assignee shall take title to such property in the Assignee’s own name.

Assignor hereby authorizes and empowers Assignee, upon the performance by Assignee of all of Assignor's duties and responsibilities under the provisions of the Cooperative Agreement that would be related to the acquisition of the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., to demand and receive from the National Guard Bureau the funds covenanted to be given in the Cooperative Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Partial Assignment not been made.

This Partial Assignment of Cooperative Agreement is made without recourse by Assignee or National Guard Bureau against the Assignor.

Signatures begin on next page

ASSIGNOR

WITNESSES AS TO ASSIGNOR

<p>_____</p> <p>_____</p> <p>_____</p> <p>APPROVED AS TO FORM AND LEGALITY</p> <p>_____</p> <p>DEP DEPARTMENT ATTORNEY Date: _____</p>	<p>STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By: _____</p> <p>Its: Director of the Division of State Lands</p> <p>Date Executed: _____</p>
--	---

Acceptance by Assignee follows on next page

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Partial Assignment of Cooperative Agreement and agrees to perform all obligations to be performed by Assignor under the Cooperative Agreement with respect to the Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., acquisition, according to the terms and conditions therein stated.

ASSIGNEE

WITNESSES AS TO ASSIGNEE

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By:
Name: _____
Title: _____

Date Executed: _____

APPROVED AS TO FORM:

Governing Board Counsel
Suwannee River Water Management District

Consent to Assignment follows on next page

CONSENT TO ASSIGNMENT

National Guard Bureau, by and through its undersigned authority, hereby consents to and joins in the Partial Assignment of Cooperative Agreement on the terms and conditions stated herein.

NATIONAL GUARD BUREAU

Witnesses to National Guard Bureau

By: _____

Printed Name: _____

As: _____

Dated Executed: _____

EXHIBIT "A"

Complete copy of Cooperative Agreement

November 2013

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 06 ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.

B. This modification reflects Administrative changes. The following Sections supersede the previous sections of W9133L-09-2-3072. The underlined indicates the revised text.

Section 701. Term of Agreement.
Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on September 30, 2018.

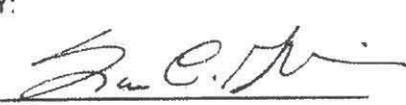
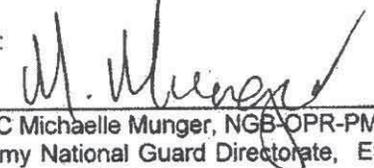
C. Other
Per Article IV, Section 4019c) the maximum funding limitation for FY13 of cooperative agreement, W9133L-09-2-3072, is hereby increased by the following:

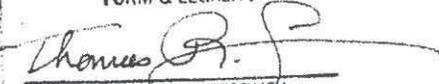
Office of the Secretary of Defense (OSD Readiness and Environmental Protection Integration (REPI) program funding: \$2,800,000.00
OSD/REPI accounting line: 097 20142014 01001101 A183Y_04WH56VENQ 3230 W9133L-09-02-3072 021001

The funds will be used for additional parcels indentified in the approved ACUB Project Area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director 12/4/13 Date	NATIONAL GUARD BUREAU BY:  LTC Michaele Munger, NGB-OPR-PM (Army National Guard Directorate, Environmental Programs Division) 12/4/13 Date
--	---

APPROVED AS TO FORM & LEGALITY

DEPT. ATTORNEY
12/2/13

W9133L-09-2-3072

Modification 06

Exhibit A

September 2013

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 05 ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.

B. This modification reflects Administrative changes. The following Sections supersede the previous sections of W9133L-09-2-3072. The underlined indicates the revised text.

Section 701. Term of Agreement.
Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on September 30, 2017.

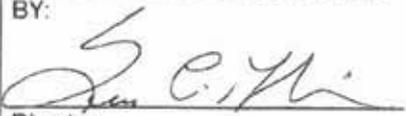
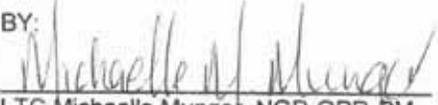
C. Other
Per Article IV, Section 401 (c) the maximum funding limitation for FY13 of cooperative agreement, W9133L-09-2-3072, is hereby increased by the following:

Army National Guard (ARNG) Army Compatible Use Buffer (ACUB) funding: \$ 2,000,000.00
ARNG/ACUB accounting line: 021 20132013 2065 181050 A183Y 131G56VENQ 3230 W9133L-09-02-3072 021001

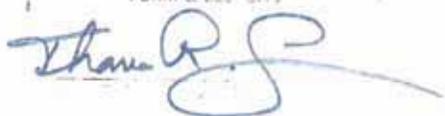
The funds will be used for additional parcels indentified in the approved ACUB Project Area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director 9/25/13 Date	NATIONAL GUARD BUREAU BY:  LTC Michaelle Munger, NGB-OPR-PM (Army National Guard Directorate, Environmental Programs Division) 9/25/13 Date
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APPROVED AS TO
FUTRA or ECOSYSTEM



W9133L-09-2-3072

Modification 05

December 2012

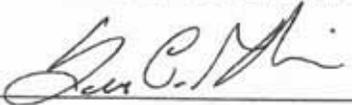
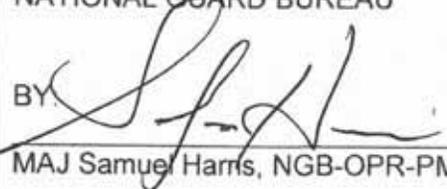
COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072 MODIFICATION NO. 04 ISSUED BY NATIONAL GUARD BUREAU	Page 1 of 1 ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.</u> *
B. Per Article IV, Section 401(c) the maximum funding limitation of cooperative agreement, W9133L-09-2-3072, is hereby increased by an additional \$500,000.00 of funds from the Office Secretary of Defense (OSD) Readiness and Environmental Protection Initiative (REPI) program in Fiscal Year 13. Accounting line: 097 20132013 01001101 A183Y_04WH56VENQ 3230 W9133L-09-02-3072 021001 The funds will be used for parcels outlined in the Fiscal Year 13 REPI request unless otherwise agreed to in writing and included in the approved ACUB proposal and as updated by any biennial reviews.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director Date: 12/20/12 APPROVED AS TO FORM AND LEGALITY DEC 20 2012	NATIONAL GUARD BUREAU BY:  MAJ Samuel Harris, NGB-OPR-PM Date: 7 Jan 2013
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BY: MICHAEL D. MORELLY
(DEP ATTORNEY)



W9133L-09-2-3072

Modification 04

November 2011

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 03 ISSUED BY NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

	A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.</u>
	B. Per Article IV, Section 401(c) the maximum funding limitation of cooperative agreement, W9133L-09-2-3072, is hereby increased by an additional \$1,500,000.00 of funds from the Office Secretary of Defense (OSD) Readiness and Environmental Protection Initiative (REPI) program in Fiscal Year 12. Accounting line: 097 20122012 01001101 A183Y 04WH56VENQ 3230 W9133L-09-02-3072 021001 Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director Date: 12/7/11	NATIONAL GUARD BUREAU BY:  LTC Gregg L. Hadlock Chief ARNG-ILE-R Date: 19 DEC 2011
APPROVED AS TO FORM AND LEGALITY DEC 6 2011  BY: MICHAEL D. MORELLY (DEP ATTORNEY)	

W9133L-09-02-3072

Modification 3

Exhibit A

March 2011

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072 MODIFICATION NO. 02 ISSUED BY NATIONAL GUARD BUREAU	Page 1 of 1 ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.
B. The total dollar amount of this cooperative agreement, W9133L-09-2-3072, is hereby amended as follows: Maximum Federal Funding Limitation is increased an additional \$2,000,000.00 in Fiscal Year 2011. Accounting line: 97 1 0100 1101 181050 04WH56.00000 3230 W9133L-09-2-3072 W39LAA 9EAA37 044205 Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY: <u><i>mdc Long</i></u> Assistant Director Date <u>3-1-11</u>	NATIONAL GUARD BUREAU BY: <u><i>Alisa Dickson</i></u> Alisa Dickson, NGB-OPR-PM ARNG-ILE Natural & Cultural Team Leader Date <u>3 Mar 2011</u>
<p style="text-align: center;">APPROVED AS TO FORM AND LEGALITY</p> <p style="text-align: center;">MAR 1 2011</p>	

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

W9133L-09-2-3072

Modification 2

April 2010

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072 MODIFICATION NO. 01 ISSUED BY NATIONAL GUARD BUREAU	Page 1 of 1 ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.</u>
B. The total dollar amount of this cooperative agreement, W9133L-09-2-3072, is hereby increased to an additional \$1,000,000.00 in Fiscal Year 10. Accounting line: 97 0 0100 1101 181050 04WH56.00000 3230 W9133L-09-02-3072 W39LAA 9EAA37 044205 Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY: <u><i>William C. Robinson, Jr.</i></u> Director Date <u>5/13/10</u>	NATIONAL GUARD BUREAU BY: <u><i>[Signature]</i></u> NGB-OPR-PM NGB Environmental Programs Division Date <u>23 April 10</u>
APPROVED AS TO FORM AND LEGALITY	

MAY 13 2010

WCR

BY: WILLIAM C. ROBINSON, JR.
W9133L-09-2-3072

Modification 1

Exhibit A

**SPECIAL MILITARY PROJECT COOPERATIVE AGREEMENT
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AGREEMENT NO. W9133L-09-2-3072

PAGE 1 OF 32 PAGES

ISSUED BY: NATIONAL GUARD BUREAU

ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

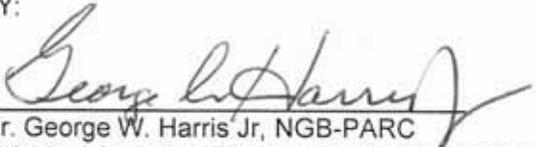
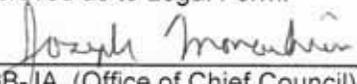
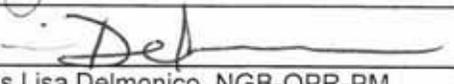
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EXECUTION

By executing this Special Military Project Cooperative Agreement, the parties agree to the terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties by their authorized representatives, execute this Special Military Project Cooperative Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Date <u>4/26/09</u>	NATIONAL GUARD BUREAU BY:  Mr. George W. Harris Jr, NGB-PARC (Principal Assistant Responsible for Contracting) Date <u>25 June 2009</u>
APPROVED AS TO FORM AND LEGALITY	Approved as to Legal Form:  NGB-JA (Office of Chief Council)
JUN 26 2009 BY: SANDRA STOCKWELL (DEP ATTORNEY)	 Ms Lisa Delmonico, NGB-OPR-PM (NGB Environmental Programs Division)

ACKNOWLEDGED:


DOUGLAS BURNETT
Major General, FLANG
The Adjutant General

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

a. The National Guard Bureau (NGB) and the State of Florida Department of Environmental Protection (FDEP) have entered into this Cooperative Agreement (CA) to establish the terms and conditions applicable to the contribution of Federal funds to assist FDEP's acquisition of long-term interests in or title to parcels of land in the vicinity of, or ecologically related to Camp Blanding, Florida in accordance with Title 10 U.S.C. Chapter 159 Section 2684a as amended by Section 2822 of the National Defense Authorization Act (NDAA) for Fiscal Year 2006 and as amended by Section 2825 of the NDAA for Fiscal Year 2008.

b. This CA with attachments includes all terms and conditions related to NGB's contribution of funds for the above stated purpose. Attachments (A. Parcels to be Pursued by FDEP; B. PARTNER Contributions; C. Request of Advance/Reimbursement; and D. Annual Report Template) are an integral part of this CA.

Section 102. Scope.

The scope of this CA includes all activities enumerated in this agreement and the attachments.

Section 103. Performance Specifications.

Specifications for the performance of these activities are contained within the scope of this CA are contained in Article VII and the attachments.

Section 104. Authority.

a. NGB authority: US Code, Title 10, Section 2684a, as amended by Section 2822 of the NDAA for Fiscal Year 2006 and Section 2825 of NDAA for Fiscal Year 2008, authorizes the Secretary of the Army to enter into agreements with State or Local governments or private conservation organizations to address the use or development of real property in the vicinity of a military installation. Such agreements are for the purposes of (a) limiting any development or use of the property that would be incompatible with the mission of the installation; or (b) preserving habitat on the property that is compatible with environmental requirements and that may eliminate or relieve environmental restrictions that would restrict, impede or interfere with military training, testing, or operations on the installation.

Exhibit A

Section 105. Office of Primary Responsibility.

The NGB Office of Primary Responsibility (NGB-OPR-PM) for this agreement is the NGB Environmental Division (NGB-ARE-C), Army National Guard Readiness Center, 111 South George Mason Drive, Arlington, VA 22204-1382.

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201. Obligations of the PARTNER (Grantee)

a. The FDEP shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this CA according to sound, efficient, commercial practice and the terms, conditions, and specifications of this CA.

b. The FDEP shall, contingent on an annual appropriation by the Florida Legislature for the purpose and the rank annually assigned to the lands on Attachment A, and further subject to the funding of the appropriation through the issuance of Florida Forever Revenue Bonds by the State of Florida or other funding as provided by the Florida Legislature, obligate sufficient funds to pay its share of the costs of this CA, should FDEP choose to acquire any of the lands on Attachment A.

c. The FDEP's obligations under the provisions of this CA are contingent upon the NGB funding of this CA; provided, however, that NGB's failure to provide funds for an acquisition of lands by FDEP in the vicinity of or ecologically related to Camp Blanding, Florida, shall not prohibit FDEP from proceeding with such acquisitions independent of NGB and the terms of this CA.

d. The FDEP shall be responsible for management of the land or interest in the land acquired and held by the FDEP through this CA.

Section 202. Obligations of NGB.

a. The NGB shall share in acquisition costs of the property to which this CA applies, as set forth in Section 401. NGB shall reimburse or advance funds to the FDEP for the allowable acquisition costs as defined in Section 721 incurred in performance of this CA according to its terms and conditions for reimbursement or advance.

b. Whenever the terms of this CA provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by the NGB in a timely fashion.

c. The obligations of NGB are subject to the availability of Federal funds for the CA.

d. In accordance with OMB Circular 102, NGB-ARE-C shall reconcile continuing awards at least annually and evaluate program performance. Financial reports will be submitted on an annual basis via the report template in Attachment D.

Section 203. Obligations of Both Parties

a. The FDEP shall deliver to the Chief, National Guard Bureau an accounting of funding and disbursements under the CA for each fiscal year of the agreement by 31 Oct annually. The accounting shall include the property where military funds were expended and include the items outlined in Attachment D. The NGB, Florida Army National Guard (FLARNG), and the FDEP share in the responsibilities for an accurate and timely annual funding closeout of this agreement in accordance with the annual report template (Attachment D)

b. Within 90 days after the end of the Federal fiscal year, or upon termination or closeout of this CA, whichever is earlier, FDEP and NGB-OPR-PM shall prepare a final accounting of all funding and disbursements under the agreement for the fiscal year (1 Oct-30 Sep).

c. Funds not expended for parcels outlined in Attachment A are to either be returned if already dispersed or if not disbursed will be un-obligated.

d. NGB-ARE-C, in conjunction with NGB-PARC, shall close out funding for the Agreement, IAW Chapter 10, NGR 5-1 for a specific fiscal year when it has been determined that all applicable administrative and financial actions have been completed.

ARTICLE III - COSTS

Section 301. General.

NGB shall advance or reimburse FDEP for the allowable costs of performance of this agreement.

Section 302. Estimated Cost

a. The total estimated costs of this agreement are specified in Section 401.

b. Whenever any item of cost for the performance of this CA is identified to be funded in part by FDEP contributions and in part by NGB contributions, as listed in Section IV of this agreement, NGB shall be obligated to advance or reimburse FDEP only for its percentage share of the total costs that would otherwise be allowable under this agreement.

Section 303. Cost Sharing.

a. The NGB shall determine the appropriate portion of the acquisition costs to be borne by the United States in the sharing of acquisition costs of real property or an interest in real property within the Northeast Florida Timberlands and Watershed Reserve Florida Forever Project, under paragraph (d)(1)(B) of 10 US Code Section 2684a.

b. The portion of acquisition costs borne by the United States in the sharing of acquisition costs of real property, under paragraph (d)(1)(B) may not exceed an amount equal to the fair market value, at the date of acquisition, of any property or interest to be transferred to the United States upon the request of the NGB under paragraph (d)(4) of 10 US Code Section 2684a.

c. The contribution of an entity or entities to the acquisition costs of real property or an interest in real property within the Northeast Florida Timberlands and Watershed Reserve Florida Forever Project, under paragraph (d)(1)(B) of 10 US Code Section 2684a may include, with the approval of the NGB, the following or any combination of the following:

(1) The provision of funds, including funds received by such entity or entities from a Federal agency outside the Department of Defense or a State or local government in connection with a Federal, State or local program.

(2) The provision of in-kind services, including services related to the acquisition or maintenance of such real property or interest in real property.

(3) The exchange or donation of real property or any interest in real property within the project area.

d. The minimum contribution from FDEP for the Fiscal Year 2009 is listed in Section IV, Minimum FDEP Funding. FDEP's contribution to the acquisition of lands in the project area acquired with NGB funds will be in-kind services of negotiating, contracting for and managing the sale; obtaining, reviewing and analyzing the due diligence products. In addition, FDEP has acquired or will acquire on its own behalf other lands within the project area that will constitute cost share by the FDEP whether or not military funds were contributed to the acquisition.

Section 304. Allowability of Costs

Except as otherwise stated in this Article or elsewhere in the CA, the allowability of costs incurred by FDEP in performance of this CA shall be determined according to 2 CFR Part 225

ARTICLE IV - FUNDING LIMITATIONS

Section 401. Funding Limitation

a. Funding - The total estimated Federal costs for this Agreement for this FY are :

Maximum Federal Funding Limitation (FY 09)	\$450,000.00
Minimum FDEP Funding	\$112,500.00
Total:	\$562,500.00

Accounting line for funds (OSD REPI) is:

97 9 0100 1101 181050 04WH53.23000 3230 VENN W9133L-09-02-3072 6ELF37 044205

Accounting line for funds (NGB) is:

Accounting line for funds (Army) is:

b. Maximum Funding Limitation is the total amount of Federal funds obligated, or immediately available for obligation, as the Federal Government's share under this agreement.

c. Within its discretion, NGB may unilaterally increase the maximum funding limitation reflected in this section at any time.

d. FDEP shall have no obligation to incur costs which exceed NGB's share of the maximum funding limitation of this Section. FDEP's minimum funding will be met by in-kind services in accordance with the DoDGARS 33.24 and items outlined in Attachment C. In addition, FDEP has acquired or will acquire on its own behalf other lands within the project area that will constitute cost share by the FDEP whether or not military funds were contributed to the acquisition.

Section 402. Funding Sources.

Funds for this agreement are either from the Office Secretary of Defense's (OSD) Readiness and Environmental Protection Initiative (REPI) program based upon the FLARNG's application for such funds or from the NGB based upon the FLARNG's submission in the Status Tool for the Environment (STEP). Only those parcels identified in the REPI request can be funded with OSD REPI funds unless otherwise documented and approved in a memorandum via the NGB-OPR-PM to OSD within the same fiscal year. Only those parcels identified in Attachment A may be pursued utilizing NGB funds.

Section 403. Limitation on the Availability of Funds for FDEP's Obligation.

Funds provided by NGB under this CA for any Federal Fiscal Year are available for obligation (as the term "obligation" is defined in 32 CFR 33.3) by the FDEP only as long as the FDEP initiates action during the Fiscal Year to accomplish real estate transactions for parcels listed in the applicable Attachment A. "Initiates action" as the phrase is used herein shall mean and refer to the inclusion of the property on an acquisition list and any one of the following: preparing appraisal mapping for the property, having the property appraised, or initiating negotiations with the owner for the sale of the property or easement as applicable. NGB understands that FDEP's ability to initiate action under the provisions of this section 403 may be constrained by failure to obtain a legislative appropriation for the purpose, failure of the property on Attachment A to be ranked high enough to receive such funding as may be appropriated, or failure of the State of Florida to issue Florida Forever Revenue Bonds or the Florida Legislature to provide other funding. As a result of the foregoing, nothing in this section 403 shall be construed to compel FDEP to initiate action during the Fiscal Year to expend NGB's funds.

ARTICLE V- PAYMENTS

Section 501. Payment by Advance

a. NGB may reimburse the FDEP in advance. The advance payment shall be made according to the procedures established by the Defense Finance and Accounting Service and the NGB Army Comptroller Division. NGB acknowledges that the property interests subject to this CA, if successfully negotiated for acquisition by FDEP, cannot be acquired under the provisions of this CA until the acquisition funds are received from NGB and the NGB-OPR-PM has authorized their disbursement by signing concurrence on the request for advance/reimbursement of funds form (Attachment C). If NGB's funds are not received by FDEP or the closing agent sufficiently in advance of closing to allow the funds to clear the bank for disbursement then NGB understands FDEP may proceed to acquire the property without participation by NGB, and that FDEP has no mechanism to later accept funds from NGB and reimburse the state account from which FDEP withdrew purchase funds.

b. Funds shall be deposited into an escrow account or similar state account indicating the source and purpose of the funds pursuant to State Accounting and Budgetary Procedures Law. Any interest earned in escrow must be applied to the project.

c. The FDEP agrees to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the FDEP.

d. The funds provided by this advance payment arrangement are to be used solely by the FDEP for the items of allowable acquisition costs incurred in the performance of this CA as defined in Section 721.

e. Appropriate payment documents, such as vouchers, options, or closing statements, for actual expenditures shall be submitted to the NGB Environmental Programs Division (NGB-ARE-C) during the period for which advanced payments have been made. The documents shall be reconciled with the advanced payments that were previously made and shall be applied to the liquidation of those advanced payments outstanding.

f. The FDEP shall make records and accounts pertaining to this CA available for inspection by auditors and other authorized Federal government officials as required; provided, however, that FDEP shall not be required to make available records that are confidential under the provisions of Florida law, including, but not limited to, sellers' social security numbers.

Section 502. Direct Federal Payment of PARTNER Obligations.

In no event, shall the NGB make direct payment to a FDEP contractor, FDEP employee, contractor employee, or FDEP vendor for any costs incurred by the FDEP under this CA.

ARTICLE VI - DEFINITIONS

Section 601. Chief, National Guard Bureau.

The Chief, National Guard Bureau means the head of the National Guard Bureau or his designee.

Section 602. Fiscal Year.

Fiscal Year (FY) means the Federal Funding Year that begins on October 1 and ends on September 30.

Section 603. State of Florida Department of Environmental Protection (FDEP)

The State of Florida Department of Environmental Protection (FDEP) is the executive branch agency of the State of Florida primarily responsible for administering the State's land and water conservation program known as "Florida Forever".

Section 604. NGB-OPR-PM.

A Federal employee (AGR or Civilian) at the A-Staff, G-Staff or J-Staff level, appointed by their respective Commander/Director/Division Chief, to be the program manager for a Military Cooperative Agreement, Military Construction Cooperative Agreement, Cooperative Agreement Appendix or Special Military Project Agreement.

Section 605. NGR 5-1.

The National Guard Bureau regulation dealing with Grants and Cooperative Agreements.

Section 606. National Guard Bureau.

The National Guard Bureau (NGB) is a Joint Bureau of the Department of the Army and the Department of the Air Force, headed by a chief who is the advisor to the Army Chief of Staff and the Air Force Chief of Staff on National Guard matters. The National Guard Bureau is the channel of communication between the departments concerned and the several States, Territories, Puerto Rico, and the District of Columbia, on all matters pertaining to the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States.

Section 607. Florida Army National Guard.

The Florida Army National Guard (FLARNG) is the organized militia of the State of Florida, active and inactive that: is a land force; is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution; is organized, armed, and equipped wholly or partly at Federal expense; and is federally recognized (32 USC section 101).

Section 608. Eligible Entity

As used in this Agreement and as defined in 10 USC Section 2684a (b), an "eligible entity" is a State or political subdivision of a State or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, as determined by the Secretary concerned.

ARTICLE VII - GENERAL PROVISIONS

Section 701. Term of Agreement.

Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on 30 September 2014.

Section 702. Primary Benefit.

This CA is intended for the primary benefit of NGB, the Florida Army National Guard (FLARNG), and the FDEP, and is not intended to create any other beneficiaries.

Section 703. Modification.

This CA may be modified only by a written instrument signed by the parties hereto.

Section 704. Successors and Assigns.

This CA may not be assigned by a party without the express written consent of the other party. All covenants made under this CA shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 705. Entire Agreement.

This CA forms the entire agreement between the parties as to scope and subject matter of this CA. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this CA.

Section 706. Severability.

If any provision of this CA is held judicially invalid, the remainder of the CA shall continue in force and effect to the extent not inconsistent with such holding.

Section 707. Waiver of Breach.

If a party waives enforcement of any provision of this CA upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 708. Notices.

Any notice, transmittal, approval, or other official communication made under this CA shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated:

Mr. George W. Harris, Jr., PARC
National Guard Bureau
ATTN: NGB-PARC
1411 Jefferson Davis Highway
Arlington, VA 22202-3231
703-607-0980

Director, Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 115
Tallahassee, Florida 32399-3000
850-245-2669

Section 709. Execution.

This CA may be executed in several counterparts, each of which shall be deemed an original.

Section 710. Conflict of Interest.

The FDEP shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 711. Access to and Retention of Records.

The FDEP shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the FDEP's custody or control and that relate to its performance under this CA and that are not confidential under the provisions of Florida law. The FDEP shall retain all such records intact in a form, if not original documents, for at least three (3) years following termination of this CA.

Section 712. Change of Circumstances.

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this CA.

Section 713. Liability and Indemnity.

Nothing in this CA shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this CA, or arising from any other action that may arise as a result of this agreement. Any claims or any liabilities for claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assignees or by third persons, arising out of and during the performance of this CA shall be determined according to applicable law.

Section 714. Reports.

In addition to any financial or other reports required by the terms of this CA, NGB will require the FDEP to assist in preparing an annual report to document the contributions of the FDEP toward the acquisition or in the project area, template provided in Attachment D. The NGB may request the FDEP to provide additional information relating to this CA. The FDEP agrees to provide the any additional information within a reasonable time of request and in such detail as may be required and is available to FDEP.

Section 715. Special State Requirements.

Changes to established requirements of this CA made necessary by governing state statutes will be coordinated with NGB Office of the Chief Counsel prior to submission of this CA for approval by NGB. Upon acceptance of the submitted change or alteration by the NGB Office of Chief Counsel, a complete statement of alterations or changes, along with their justification, must be either presented below or attached to this CA and will be considered a part hereof.

Section 716. Confidentiality of Appraisals.

In accordance with Army Regulation 405-10, paragraph 1-7b, sections 259.041(7)(e) and (8)(c), Florida Statutes (2008), and Rule 18-1, Florida Administrative Code, the NGB will maintain the confidentiality of all appraisals, offers and other negotiation matters until the data becomes public. NGB may disclose such confidential information only to the individuals who sign a confidentiality agreement with FDEP.

Section 717. Availability of Public Records

Except as provided in Section 716 above or as may be exempt from public disclosure under the provisions of chapter 119, Florida Statutes, the NGB understands and agrees that all documents, papers, letters, maps and other materials specifically relating to the acquisition of a parcel are public data.

Section 718. Certifications.

FDEP will require as a condition of FDEP recommending the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida approve a purchase instrument, a certification that NGB, if it has been provided with or obtained confidential information, has maintained the confidentiality of the appraisals, offers and counteroffers and other negotiation matters. The certification may be signed by legal counsel for NGB. NGB personnel who have access to the appraisals, offers and counteroffers and other negotiation matters will sign a confidentiality agreement with FDEP.

Section 719. Ownership of Real Estate.

a. Title to land interests acquired with federal funds under this CA shall be subject to 10 U.S. C. Sec. 2684a(d)(4), and shall be held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

b. If requested by the Secretary of the Army in the future, the FDEP agrees to transfer any portion of the property or interest acquired under this agreement or a lesser interest therein to the United States. Any request from the Secretary of the Army shall be limited to the minimum property or interests necessary to ensure that the property concerned is developed and used in a manner appropriate for purposes of 10 U.S.C. §2684a as outlined in Section 104a.

c. The parties agree and acknowledge that only the parcel or parcels of land severed from the properties acquired in fee simple or less than fee simple with funds provided by NGB under the provisions of this CA shall be deemed "under" the CA, as referred to in title 10, chapter 159, Section 2684a(d)(4). This CA shall not be construed to apply to any real property or interest therein acquired by the PARTNER with other funds whether or not such property is included within the properties listed in Attachment A.

Section 720. Interest to Be Acquired.

a. The real property interest to be acquired may be fee simple absolute or less-than-fee simple; provided, however, that if a less-than-fee interest is to be acquired the parties shall have agreed to the form of the acquisition, the property rights to be acquired and the legal rights and responsibilities to be obtained or assumed.

b. The following shall apply for any fee simple real property interest acquired by the FDEP pursuant to the CA:

1. The deed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida shall be recorded in the local land records and shall recite that the land was acquired with assistance from and is subject to rights of the United States Army under the provisions of 10 U.S.C. 2684a(d)(4). Prior to closing, the form of the instrument shall be forwarded to the NGB-OPR-PM and approved by the Army and shall be effective to put prospective transferees on notice of the Army's rights and interests in the property.

c. The following shall apply for any less than fee simple real property interest acquired pursuant to the CA.

1. The FDEP shall ensure that the United States Department of the Army is granted a third party right of enforcement in the conveyance document of the real property interest.

2. Should the FDEP fail to enforce any material term or conditions of said easement, covenant, or other interest in real estate and permit the property to be used or developed in any manner inconsistent with said term or conditions, then the United States through the Secretary of the Army shall have the right to enforce said terms or conditions or request the transfer of an interest in the property sufficient to protect his interest as required by 10 USC 2684a(d)(4).

3. Any assignment or transfer of the FDEP's interest may only be to the United States, a state or local government, or a similar private conservation organization. Said similar private conservation organization must be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986 as amended (or any successor provision) and the applicable regulations there under. The language of such assignment shall require

Exhibit A

the grantee to assume the rights, restrictions, and obligations under the easement, covenant, or other real property interest.

4. The FDEP will ensure that any conservation easement or other less than fee simple real property interest contains a provision stating that the terms and conditions, and restrictions contained in the instrument will be inserted by reference into any subsequent deed or legal instrument by which the grantor divests either fee simple title or a possessory interest in said property.

Section 721. Allowable Acquisition Costs.

a. Fee simple acquisitions:

1. NGB will contribute to the purchase price of the property. NGB may contribute to all valid reimbursable expenses associated with the acquisition such as: legal fees, appraisal and appraisal review fees, closing and recording fees, surveying costs, environmental assessments, and taxes payable.

2. The NGB will not reimburse the FDEP for certain expenses associated with the acquisition including, but not limited to: direct administrative costs, escrows, and indirect expenses.

b. Less than fee simple:

1. NGB may contribute to all valid reimbursable expenses associated with the acquisition such as: purchase price, legal fees, appraisal and appraisal review fees, closing and recording fees, surveying costs, environmental assessments, and taxes payable

2. The NGB will not reimburse the FDEP for certain expenses associated with the acquisition including, but not limited to: easement monitoring, direct administrative costs, escrows, and indirect expenses.

Section 722. Negotiations.

Negotiations with the owner of the Parcel will be conducted by the FDEP or its authorized representative, in a manner intended to assure that the most favorable price and terms are obtained for the NGB, FLARNG and the FDEP.

Section 723. Management and Monitoring of Lands Acquired by PARTNER

The costs of long-term management and easement monitoring are the responsibility of the FDEP, subject to an annual appropriation therefore by the Florida Legislature and funding of the appropriation by the Florida Legislature. Pursuant to 10 USC Section 2684a(d)(1)(B), the US may share only in the cost of acquisitions. The FLARNG shall cooperate in development of the land management plan and/or a species habitat management plan where appropriate and practicable. The parcel shall be managed such that development or use of the land will be compatible with the mission of Camp Blanding and such that natural resources on the parcel are preserved to help eliminate or relieve current or anticipated environmental restrictions that might otherwise restrict, impede, or otherwise interfere, either directly or indirectly, with current or anticipated military training and operations on Camp Blanding.

ARTICLE VIII - REPRESENTATIONS AND CERTIFICATIONS

Section 801. Applicable Law.

This CA is incidental to the implementation of a Federal program. Accordingly, this CA shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States. If FDEP contracts for services or products related to acquisitions under the provisions of this CA that are to be paid for with NGB funds then FDEP shall incorporate into the service or product contracts the provisions of Sections 803 through 807, below. The requirements of this Section 801 shall not be construed to require FDEP to include in the contract to acquire land a portion or all of the purchase price for which will be paid with NGB funds to include the provisions of Sections 803 through 807 in the land purchase agreement.

Section 802. Governing Regulations.

To the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, and NGR 5-1, National Guard Grants and Cooperative Agreements, apply to this CA.

Section 803. Nondiscrimination.

The Contractor/Vendor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the FDEP's performance under this CA, on the grounds of race, religion, color, national origin, sex, or handicap. Accordingly and to the extent applicable, the FDEP covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

Section 804. Lobbying.

a. The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 805. Drug-Free Work Place.

a. The Contractor/Vendor agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the FDEP covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 806. Equal Employment Opportunity.

The Contractor/Vendor agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

Section 807. Copeland "Anti-Kickback" Act.

The Contractor/Vendor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this CA, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 808. Exceptions to Provisions of Article VIII.

The above provisions in Article VIII do not apply to land transactions. They apply only to any other contracts written as a result of this agreement, which are funded with these federal funds.

Exhibit A

ARTICLE IX PROCUREMENT (RESERVED)

ARTICLE X- PROPERTY (RESERVED)

ARTICLE XI - LEGAL AUTHORITY

Section 1101. Legal Authority.

a. Neither the FDEP nor NGB is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this CA. The parties shall promptly notify each other of any legal impediment that arises during the term of this CA that may prevent or hinder its fulfillment of its obligations under this CA.

b. NGB authority: The NGB enters into this CA pursuant to the provisions of Title 10 U.S.C., Chapter 159, Section 2684a and any subsequent amendments and 31 USC Section 6305. By Delegation of Authority dated August 14, 2006, the Secretary of the Army delegated this authority to the Assistant Secretary of the Army (Acquisition, Logistics and Technology). By Delegation of Authority dated September 13, 2006, the Assistant Secretary of the Army (Acquisition, Logistics and Technology) re-delegated this authority to the Chief, National Guard Bureau. By Delegation of Authority dated September 28, 2006, the Chief of the National Guard Bureau re-delegated this authority to the Principal Assistant Responsible for Contracting, National Guard Bureau (NGB-PARC). All of these delegations expire on July 1, 2009, unless sooner rescinded in writing. All of these delegations remain in effect.

c.. FDEP authority: Section 259.04, Florida Statutes, authorizes the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to enter into contracts with the government of the United States providing for or relating to the conservation or protection of certain lands in accomplishing the purposes of chapter 259. The purpose of chapter 259 is to acquire lands and interests in lands to protect Florida's groundwater, surface waters and springs from pressure due to population growth and economic expansion, to provide high-quality outdoor recreational opportunities, trails and open space for urban Florida, to preserve Florida's unique ecosystems, to support a broad range of outdoor recreational opportunities to promote an appreciation for Florida's natural assets and improve the quality of life. Fla. Stat. s. 259.105 (2008). Pursuant to the provisions of section 253.002(1), Florida Statutes, the Department of Environmental Protection performs all staff duties and functions related to the acquisition, administration and disposition of state lands, title to which is or will be vested in the Board of Trustees of the Internal Improvement Trust Fund. The authority to execute multi-party agreements that do not contemplate compensation other than to the real property seller has been delegated to the Bureau of Land Acquisition within the Department's Division of State Lands by delegation from the Board of Trustees by action on February 4, 1992 and reaffirmed on February 16, 2005, through the Secretary of the Department to the Division.

ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 1201. Termination.

This CA may be terminated by either party according to the terms and conditions of 32 CFR § 33.44.

Section 1202. Enforcement.

NGB may take such actions to enforce the terms of this CA as may be provided for in and under the terms of 32 CFR § 33.43.

Section 1203. Claims, Disputes Resolution and Appeals.

a. Any claim made by the FDEP arising out of this CA shall be presented in writing to the Grants Officer (NGB-PARC). The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the FDEP's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the receipt of a claim. The determination shall be final unless appealed by the FDEP pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If FDEP decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the FDEP to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

1. Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. The FDEP has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. The FDEP may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the FDEP the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

f. Nothing in this section 1103 is intended to limit FDEP's right to any remedy available to it at law or in equity.

Exhibit A

Attachment A: Parcels to be Pursued by the FDEP

A parcel or parcels valued at such amount as contributed by NGB via the Cooperative Agreement and subsequent modifications towards a Florida Forever approved project within the Camp Blanding Army Compatible Use Buffer project area.

Whether a parcel or parcels is sufficiently in the vicinity of Camp Blanding shall be determined by NGB.

The parties agree and acknowledge that only the parcel or parcels of land severed from the properties listed above and acquired with funds provided by NGB under the provisions of this CA shall be deemed "under" the CA, as referred to in title 10, chapter 159, s. 2684a(d)(3). This CA shall not be construed to apply to any real property acquired by the state of Florida with Florida's Florida Forever bond funds whether or not such property is included within the properties listed above.

Attachment B: Partner Contributions

FDEP's contribution to the acquisition of lands acquired with NGB funds in the project area acquired will be in-kind services in accordance with DoDGARS 33.24 and include negotiating, contracting for and managing the sale; obtaining, reviewing and analyzing the due diligence products. In addition, FDEP has acquired or will acquire on its own behalf other lands within the Camp Blanding Army Compatible Use Buffer (ACUB) project area that contribute towards match requirements.

Attachment C: Request for Advance/Reimbursement

[Organization Name]

[date]

MEMORANDUM FOR NGB-ARE-C (Attn: Lisa Delmonico) ARNG Readiness Center, 111 S. George Mason Dr, Arlington, VA 22204

SUBJECT: Cooperative Agreement #[include modification number(s) as applicable]

1. Description of Action: [Description of Action]

2. Parcel Description:

Name

Acreage

Relationship to installation

Purpose/desired outcome

Closing date

Nature of interest to be acquired

Appraised value

Amount of funds requested from NGB

Partner(s) Cost share including in-kind services

3. Payment Information:

Payee's Name

Address

Federal Tax Identification Number

EFT Routing Number

Account number

Cage Code

4. Costs: [Document all costs to the extent possible regardless of whether or not requesting reimbursement]

Itemized Parcel Costs					
Activity / Tasks	Parcel [Inset Name]				
	Military Funding	Partner Funding	Other Funding #1 (Specify)	Other Funding #2 (Specify)	
Pre Acquisition Cost	\$0	\$0	\$0	\$0	\$0
Attorney's Fees? (Legal Review, Development of Easement, etc.)	\$0	\$0	\$0	\$0	\$0
Appraisal	\$0	\$0	\$0	\$0	\$0
Boundary Survey	\$0	\$0	\$0	\$0	\$0
Biological Survey	\$0	\$0	\$0	\$0	\$0
Baseline Condition Survey	\$0	\$0	\$0	\$0	\$0
Geological Survey	\$0	\$0	\$0	\$0	\$0
Due Diligence (Phase 1 Environmental Assessment)	\$0	\$0	\$0	\$0	\$0
Travel (Mileage, Tolls, Hotel)	N/A	\$0	\$0	\$0	\$0
Title Examination	\$0	\$0	\$0	\$0	\$0
Final Search	\$0	\$0	\$0	\$0	\$0
Abstract Confirmation	\$0	\$0	\$0	\$0	\$0
Staff Hours	N/A	\$0	\$0	\$0	\$0
Acquisition Cost					
Purchase Price / Sales Price of Interest	\$0	\$0	\$0	\$0	\$0
Endowment for Management and Enforcement	N/A	\$0	\$0	\$0	\$0
Recordation					
Closing Fee	\$0	\$0	\$0	\$0	\$0
Title Insurance	\$0	\$0	\$0	\$0	\$0
Recording Fee	\$0	\$0	\$0	\$0	\$0
Taxes	\$0	\$0	\$0	\$0	\$0
Settlement / Closing Costs					
Title Search	\$0	\$0	\$0	\$0	\$0
Bank Fees	\$0	\$0	\$0	\$0	\$0
Natural Resource Management					

Exhibit A

5. Funding Source: [Document value and source of resources considered part of the ACUB effort. Include additional description as appropriate]

Parcel Name	Acreage	Military	Partner (Out of Pocket)	Other (Name Source)	Other (Name Source)	Total

Source	Funds to Date
Army	
DoD	
Partner	
Other (Name Source)	
Other (Name Source)	
Total	

6. A copy of the draft deed is attached for review.

7. [Organization Name] point of contact for this action is [name/phone number/e-mail].

FOR [Organization Name]:

[SIGNATURE BLOCK]

[CF:]
[Installation point of contact name / address]

Concurrence:

NGB-OPR-PM
Environmental Programs Division

Exhibit A
 Installation Annual ACUB Report
 Template

Attachment D: Template Annual Report
DRAFT DUE TO NGB 15 Oct annually
FINAL DUE TO NGB 31 Oct annually

INSTALLATION
Army Compatible Use Buffer Report Annual Report
Reporting Period [dd Month yyyy] through [dd Month yyyy]
Action Officer NAME / NUMBER / EMAIL

Proposal Information		Installation(s)¹		
		Title (If Applicable)²		
		Proposal Approval Date³		
		Amendment Date⁴		
Cooperative Agreement Information	Cooperative Agreement 1⁵	Signatories⁶		
		Effective Date⁷		
	Cooperative Agreement 2	Signatories		
		Effective Date		
	Cooperative Agreement #	Signatories		
		Effective Date		

¹ **Installation(s):** The installation(s) and any satellite or support facilities included as part of the ACUB proposal.

² **Title (If Applicable):** The title of the initiative.

³ **Proposal Approval Date:** Date ACUB proposal was approved as indicated by the date stamp on the ACSIM approval memo.

⁴ **Amendment Date:** Date any modifications are officially approved by the approving official.

⁵ **Cooperative Agreement #:** Number the cooperative agreements in the order in which they were awarded.

⁶ **Signatories:** Organizations the signatories represent including the partner organization(s) and the acquisition activity. Current authorized acquisition activities include the National Guard Bureau, US Army Medical Research Acquisition Activity (USAMRAA), and Research Development and Engineering Command (RDECOM).

⁷ **Effective Date:** Execution date for the cooperative agreement / date at which the cooperative agreement is official as indicated by date of final signature.

Exhibit A
Installation Annual ACUB Report
Template

Description of Partnership (Describe Each Partnership Separately):

- Cooperative Agreement:
 - Partner mission:
- Mutual goals and objectives:

- Cooperative Agreement:
- Partner mission:

- Mutual goals and objectives:

Past Action Monitoring:

Past Fiscal Year Actions:

Parcel Name:

- Closing Date:
- Parcel Size:
- Cost Break Out:
 - Please Consider
 - Army
 - ACSIM
 - USAEC
 - Installation
 - DoD (OSD REPI)
 - Partner
 - Partner's own funds
 - Third party funds leveraged by the partner
 - Grants
 - Landowner donations
 - Other resources the partner used / harnessed
 - Other (Please explain)
 - Landowner charitable donations
 - Other government agencies
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:
 - Please Consider
 - Type of interest
 - Fee simple purchase of title
 - Easement
 - Restrictions
 - Land management requirements if applicable
 - Other
 - Lease
 - PDR / TDR
 - Who will hold the interest in the long term and near term if applicable
 - Area covered if less than entire property
 - *Statement about management and enforcement requirements*

Exhibit A
Installation Annual ACUB Report
Template

Parcel Name:

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

Parcel Name:

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

Parcel Name:

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

Near Term Targets (Actions Planned for the Current and Subsequent Fiscal Year):

- Parcel name
 - Expected closing date
 - Parcel size
 - Expected cost break out
 - Army
 - ACSIM
 - USAEC
 - Installation
 - DoD (OSD REPI)
 - Partner
 - Partner's own funds
 - Third party funds leveraged by the partner
 - Grants
 - Landowner donations
 - Other resources the partner used / harnessed
 - Other (Please explain)
 - Landowner charitable donations
 - Other government agencies
 - Statement about past, present, and future land use and ownership
 - Statement about military purpose being served, encroachment benefit
 - Statement about partner purpose being served
 - Statement about interest being acquired
 - Type of interest
 - Fee simple purchase of title

**Exhibit A
Installation Annual ACUB Report
Template**

- Easement
 - Restrictions
 - Land management requirements if applicable
- Other
 - Lease
 - PDR / TDR
 - Who will hold the interest in the long term and near term if applicable
 - Area covered if less than entire property
 - Statement about management and enforcement requirements

Long Term Targets:

- Targets
- Opportunities
- Out-year requirements

ACUB Map:

- Installation
 - Boundary
 - Training assets worth noting
 - Areas with encroachment / training restrictions worth noting
 - Other features worth noting
 - Flight corridors
 - Noise contours
 - Wetlands
 - T&E Habitat
- ACUB parcels
 - Protected
 - Targeted
- ACUB area of consideration (ACUB focus area)
- Other protected areas
 - National, state, and local public open space
 - Private reserves, easements, or other protected lands
- Developed areas that preclude ACUB

Installation Annual ACUB Report
Template

Exhibit A

Funding Obligation History:

Funding Obligation Table		
Fiscal Year of Obligation	Amount of Obligation	Source
2008		
2009		
2010		
2011		
2012		
Total Military Obligation to Date		

Itemized Parcel Costs				
Parcel Alpha				
Activity / Tasks	Military Funding	Partner Funding	Other Funding #1 (Grant)	Other Funding #2 (Landowner Donation)
Pre Acquisition Cost				
Attorney's Fees? (Legal Review, Development of Easement, etc.)				
Appraisal				
Boundary Survey				
Biological Survey				
Baseline Condition Survey				
Geological Survey				
Due Diligence (Phase 1 Environmental Assessment)				
Travel (Mileage, Tolls, Hotel)	N/A			
Title Examination				
Final Search				
Abstract Confirmation				
Staff Hours	N/A			
Acquisition Cost				
Purchase Price / Sales Price of Interest				
Fee simple				
Easement				
Endowment for Management and Enforcement	N/A			
Recordation				
Closing Fee				
Title Insurance				
Recording Fee				
Taxes				
Settlement / Closing Costs				
Title Search				
Bank Fees				
Natural Resource Management				

Land Management Actions / Tasks (Performed)	N/A			
Land Management Actions / Tasks (Contracted)	N/A			
Land Management Services (Severable Services vs. Non Severable)	N/A			
Natural Resource Studies	N/A			
Natural Resource Management Plans	N/A			
Supplies	N/A			
Facilities (establishment, operations, maintenance)	N/A			
Future Management	N/A			
CA / Easement Monitoring and Enforcement				
Baseline Condition Survey	N/A			
Scheduled Monitoring Visit	N/A			
Monitoring Report	N/A			
Legal Services (in the Event of Violation)	N/A			
Personnel and Other Costs				
Labor	N/A			
Tasks (Performed by Cooperator)	N/A			
Tasks (Contracted Products, Services, and Fees)				
Travel	N/A			
Meals	N/A			
Supplies	N/A			
Overhead	N/A			
Miscellaneous				
Landowner Meetings and Meals	N/A			
Interest on Loans	N/A			
Outreach	N/A			
Pre-Agreement Costs	N/A			
Insert Additional Costs as Necessary	N/A			
Sub Total				
Total				

Itemized Costs Not Parcel Specific:

	Itemized Costs
	Not Parcel Specific

Activity / Tasks	Military	Partner	Other Funding #1 (name)	Other Funding #2 (name)
Cooperative Agreement				
Attorney's Fees (Legal Review, Development of Agreement, etc.)				
Personnel Time	N/A			
Communications (Phone / Internet / FedEx)				
Auditing				
Personnel and Other "Indirect Costs"				
Labor	N/A			
Tasks (Performed by Cooperator)	N/A			
Tasks (Contracted Products, Services, and Fees)	N/A			
Travel	N/A			
Meals	N/A			
Supplies	N/A			
Overhead	N/A			
Miscellaneous				
Landowner Meetings and Meals	N/A			
Outreach	N/A			
Pre-Agreement Costs	N/A			
Insert Additional Costs as Necessary				
Sub Total				
Total				

EXHIBIT "B"

Legal Description

All of Section 12, 13 and 24, Township 7 South, Range 22 East, Bradford County, Florida.

Less and Except Railroad Right of Way described as Parcel No. 04986-0-00100, Bradford County, Florida.

AND:

All of the North 1/2 of Section 25, Township 7 South, Range 22 East lying Northerly and Westerly of the abandoned railroad right of way of the former Georgia Southern and Florida Railroad Camp Blanding spur tract,

EXCEPT the West 1/2 of the Northwest 1/4 and;
EXCEPT the West 1/2 of the Southeast 1/4 of the Northwest 1/4 thereof.

All that part of the lands described in that certain Quit Claim Deed dated 8/18/75 given by Southern Region Industrial Realty, Inc., a Georgia corporation, to C.A. and B.P. Baldree, recorded in O.R. Book 138, Page 649 through 651, Bradford County, Florida, lying Northerly and Easterly of the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Sections 25 and 24, Township 7 South, Range 22 East, to the Clay County line.

A 10 foot wide strip of land in the North 1/2 of the Southwest 1/4 , Section 25, Township 7 South, Range 22 East, lying Northwest of and adjacent to the abandoned railroad right of way of the former Georgia Southern and Florida Camp Blanding spur tract, said 10 foot wide strip extending from the North boundary of a 60 foot wide county graded road located in the Southerly part of the Northwest 1/4 of the Southwest 1/4 of Section 26-5, Township 7 South, Range 22 East, Northeasterly along the Northwesterly boundary of said abandoned railroad right of way to the North line of the South 1/2 of said Section 25.

Attachment C: Request for Advance/Reimbursement

Suwannee River Water Management District

June 9, 2015

MEMORANDUM FOR RECORD

SUBJECT: Cooperative Agreement # W9133L-09-2-3072, Modification No. 6

1. Description of Action: Request of \$3,977,650 of Readiness and Environmental Protection Integration (REPI) funds for purchase of 2,014 acres +/- of property located in Bradford County. The Suwannee River Water Management District will hold fee simple title to 1,910 acres +/- and St. Johns River Water Management District will hold fee simple title to 104 acres +/- . Camp Blanding will contribute \$3,977,650 of REPI funds towards the purchase price. The Suwannee River Water Management District will contribute pre-acquisition and acquisition-related costs.

2. ACUB Parcel ID: (PRIDE: Site Code-Facility Number)

- Easement/Fee ID:
- Name: Rayonier Atlantic Timber Company Tract Phase 2
- Closing date: September 2015
- Parcel Acreage: 2,014 +/- acres
- Priority Area: 3
- County: Bradford
- Interest Acquired: Fee Ownership
- Interest Holder: Suwannee River Water Management District
- Purchase Price (Acquisition Cost) \$3,977,650
 - Fair Market Value (appraised value) of Interest Acquired: CONFIDENTIAL UNTIL EXECUTION OF PURCHASE AGREEMENT (based on average of per-acre appraised values times acreage)
 - Army funding towards Purchase Price:
 - ARNG funding towards Purchase Price: \$3,977,650
 - DoD (REPI) funding towards Purchase Price:
 - Partner funding towards Purchase Price: \$123,005 (pre-acquisition and acquisition-related costs)
 - Landowner Donation (discounted amount of appraised value): CONFIDENTIAL UNTIL EXECUTION OF PURCHASE AGREEMENT
 - Other funding towards Purchase Price (none):
- Total Itemized Parcel Costs:
 - Army Funding:
 - ARNG Funding: \$3,977,650
 - DoD Funding:
 - Partner Funding: \$123,005
 - Other Funding #1: (landowner, grant, State) none anticipated
 - Other Funding #2: (landowner, grant, State) none anticipated
 - Total Amount of Military Funds requested from ARNG-ILE: \$3,977,650
 - Total Amount of Partner(s) Cost share including in-kind services: pre acquisition and acquisition-related costs.
 - Total Combined Amount of Military /Partner contributions/cost share: \$4,100,655

Description of Parcel and Past, Present, and Future Use:

- SRWMD is purchasing in fee simple 2,014 +/- acres in Bradford County (the Subject Property), which is currently owned by Rayonier Atlantic Timber Company. The Subject Property will buffer Camp Blanding and in the District's area of investigation for water resource development projects.
 - The Subject Property has been and is currently used for timber production. Future use includes, but is not limited to, construction of water resource development projects for flood mitigation and aquifer recharge.
- Military Purpose Served / Mission Protected: Maneuver Land protection
 - Partner Purpose / Mission Served: Water resource development projects
 - Monitoring Responsibilities and Duties: The SRWMD will cooperate with Camp Blanding on management responsibilities for this tract.

3. Payment Information:

Payee's Name: Suwannee River Water Management District

Address: 9225 CR 49, Live Oak, Florida 32060

Federal Tax Identification Number: 59 -1520101

EFT Routing Number: 263184488

Account number: 1392128

Cage Code: 3U4Z3 (funds will only be sent to the bank account associated with the cage code)

4. Costs: [Document all costs to the extent possible regardless of whether or not requesting reimbursement]

Itemized Parcel Costs				
Parcel - Rayonier Atlantic Timber Company Tract Phase 2				
Activity / Tasks	Military Funding	Partner Funding	Other Funding #1 (Specify)	Other Funding #2 (Specify)
Pre Acquisition Cost	\$0	\$0	\$0	\$0
Attorney's Fees? (Legal Review, Development of Easement, etc.)	\$0	\$8,000	\$0	\$0
Appraisal	\$0	\$21,305	\$0	\$0
Boundary Survey	\$0	\$34,000	\$0	\$0
Biological Survey	\$0	\$0	\$0	\$0
Baseline Condition Survey	\$0	\$0	\$0	\$0
Geological Survey	\$0	\$0	\$0	\$0
Due Diligence (Phase 1 Environmental Assessment)	\$0	\$15,000	\$0	\$0
Travel (Mileage, Tolls, Hotel)	N/A	\$0	\$0	\$0
Title Examination	\$0	\$1,000	\$0	\$0
Final Search	\$0	\$0	\$0	\$0
Abstract Confirmation	\$0	\$0	\$0	\$0
Staff Hours	N/A	\$0	\$0	\$0
Acquisition Cost				
Purchase Price / Sales Price of Interest	\$3,977,650	\$0	\$0	\$0
Recordation				
Closing Fee	\$0	\$2,000	\$0	\$0
Title Insurance	\$0	\$0	\$0	\$0
Recording Fee	\$0	\$500	\$0	\$0
Taxes	\$0	\$0	\$0	\$0
Settlement / Closing Costs				
Title Search	\$0	\$0	\$0	\$0
Bank Fees	\$0	\$0	\$0	\$0
Natural Resource Management				
Land Management Actions / Tasks (Performed)	N/A	\$0	\$0	\$0
Land Management Actions / Tasks (Contracted)	N/A	\$0	\$0	\$0

Itemized Parcel Costs				
Parcel - Rayonier Atlantic Timber Company Tract Phase 2				
Activity / Tasks	Military Funding	Partner Funding	Other Funding #1 (Specify)	Other Funding #2 (Specify)
Land Management Services (Severable Services vs. Non Severable)	N/A	\$0	\$0	\$0
Natural Resource Studies	N/A	\$30,000	\$0	\$0
Natural Resource Management Plans	N/A	\$0	\$0	\$0
Supplies	N/A	\$0	\$0	\$0
Facilities (establishment, operations, maintenance)	N/A	\$0	\$0	\$0
Future Management	N/A	\$0	\$0	\$0
CA / Easement Monitoring and Enforcement				
Endowment for future Monitoring	N/A	\$0	\$0	\$0
Endowment for future Enforcement	N/A	\$0	\$0	\$0
Personnel and Other Costs				
Labor	N/A	\$11,200	\$0	\$0
Tasks (Performed by Cooperator)	N/A	\$0	\$0	\$0
Tasks (Contracted Products, Services, and Fees)	\$0	\$0	\$0	\$0
Travel	N/A	\$0	\$0	\$0
Meals	N/A	\$0	\$0	\$0
Supplies	N/A	\$0	\$0	\$0
Overhead	N/A	\$0	\$0	\$0
Miscellaneous				
Landowner Meetings and Meals	N/A	\$0	\$0	\$0
Interest on Loans	N/A	\$0	\$0	\$0
Outreach	N/A	\$0	\$0	\$0
Pre-Agreement Costs	N/A	\$0	\$0	\$0
Insert Additional Costs as Necessary	N/A	\$0	\$0	\$0
Sub Total	\$3,977,650	\$123,005	\$0	\$0
Total	\$4,100,655			

5. Funding Source: [Document value and source of resources considered part of the ACUB effort. Include additional description as appropriate]

Parcel Name	Acreage	Military	Partner (Out of Pocket)	Other (Name Source)	Other (Name Source)	Total
Rayonier Atlantic Timber Company Tract	2,014 +/-	\$3,977,650	\$123,005			\$4,100,655

Source	Funds to Date
Army	
DoD	
Partner	\$123,005
Other (Name Source)	
Other (Name Source)	
Total	\$123,005

6. Suwannee River Water Management District point of contact for this action is Jon Dinges, 386.362.0438, jmd@srwmd.org.

FOR SUWANNEE RIVER WATER MANAGEMENT DISTRICT:

Carlos D. Herd, P.G., Interim Executive Director

[CF:]
 Paul L. Catlett
 Forest Area Supervisor
 Camp Blanding Training Site
 (904) 682-3453
 paul.l.catlett.nfg@mail.mil

NGB-ILE **Approve / Disapprove** **Date**

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (14)-(2015)

May 19, 2015

be amended, following review and approval by the Executive Office of the Governor, by including such funds, if notice of intention to amend is provided to the Legislative Budget Commission and is published in the notice of the governing board meeting at which the amendment will be considered, pursuant to s. 120.525, F.S. The notice must set forth a summary of the proposed amendment.

Fiscal Impact: The fiscal impact to the FY 2014/2015 Budget will be the increase in revenues of \$4,037,150 in the operating budget.

MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: May 26, 2015
RE: Reimbursement Request to the Department of Environmental Protection 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 \$5,100.07 for District expenditures relating to Springs Restoration and Protection, Minimum Flows and Levels, Water Supply Planning, Preacquisition and Land Management activities to close out the 2013-2014 Appropriation.

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. Amount requested to-date, including this reimbursement request is \$7,906,800.50.

SM/ch

MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: May 19, 2015
RE: North Florida Regional Water Supply Partnership Stakeholder Advisory
Committee Update

May 18, 2015 Stakeholder Advisory Committee (SAC) Meeting:

The May 18, 2015, Stakeholder Advisory Committee (SAC) Meeting was cancelled. The next meeting is scheduled for June 29, 2015. An update will be provided at the July 2015 Board meeting.

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: Carlos D. Herd, P.G., Interim Executive Director

DATE: May 29, 2015

RE: Land Acquisition and Disposition Activity Report

Approved for Detailed Assessment

Owner	Project Name	Acres	County	Comments
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,099	Lafayette	Negotiations are in progress.
Rock Bluff Spring Co., LLC	Rock Bluff Springs	173	Gilchrist	Appraisals are complete.
Rayonier Forest Resources, L. P.	Camp Blanding Buffers - Rayonier	2,014	Bradford	Acquisition to be considered on 6/9/2015.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	Appraisals by U.S. Forest Service are underway.
Lyme Lafayette Forest Company, LLC	Lyme Timber Company Lafayette Tract Conservation Easement	6,713	Lafayette	
Tatum Timber and Land, Ltd.	Camp Blanding Buffers – Tatum	152.19	Bradford	Appraisal is due 5/29/2015.

Authorized for Purchase

Owner	Project Name	Acres	County	Comments
Winston Lovelace, et al	Turtle Spring	85	Lafayette	Closing occurred 5/13/2015.
Chris and Deanna Mericle	Mericle Property/Holly Point Subdivision Exchange	3.917	Hamilton	Staff and Counsel are working on closing.
John and Deborah Steffen	Steffen Property	14	Bradford	The Option Contract is exercised.

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	Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000				Governing Board approved conveyance on 8/13/2013 contingent upon the inter-local agreement with Columbia County.
Barnett	102	Hamilton	6/29/2001	P2000	N/A	N/A	N/A	White Springs is preparing deed of conveyance.
White Springs Wellfield	76	Hamilton	2/4/2000	P2000	N/A	N/A	N/A	White Springs is preparing deed of conveyance.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$34,930	Listing agreement expired, but available for sale.
Jennings Bluff	46.65	Hamilton	02/1989	WMLTF	1/27/2014	N/A	N/A	Hamilton County is preparing deed of conveyance.
Timber River	1	Madison	03/1998	WMLTF	8/5/2010; Updated 7/30/2014	11/18/2010	Fee entire tract \$6,950	Listing agreement expired, but available for sale.
Turtle Spring	32	Lafayette	5/13/2015	Florida Forever	To be updated	N/A	To be determined	Appraisal due 6/5/2015.

/jd

MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: May 29, 2015
RE: District's Weekly Activity Reports

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

CH/rl
Attachments



Weekly Activity Report to Governing Board April 27-May 1, 2015

Executive / Management

- Ann Shortelle and Tommy Kiger participated in the Senate Bill 536 Study Planning Team conference call with staff from DEP, DACS and the other WMDs.
- Steve Minnis attended the 9th week of the Legislative Session.
- Steve Minnis participated in the weekly DEP/WMD Legislative Affairs meeting/conference call.

Water Supply

- Ann Shortelle, Carlos Herd and Abby Johnson attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting in Lake City.

Water Resources

- Erich Marzolf, Tom Mirti, Marc Minno, Glenn Horvath, Darlene Saindon and Jon Wood participated in a conference call with staff from SJRWMD to discuss water quality data management tools.
- Tommy Kiger participated in the Senate Bill 536 Study Reclaimed Water Work Team conference call with staff from DEP, DACS and the other WMDs.
- Tom Mirti attended the Florida Fish and Wildlife Conservation Commission's public meetings regarding potential modifications to no-wake zones on the Suwannee and Santa Fe rivers.
- Tom Mirti, Henry Richardson, Vince Robinson and Warren Zwanka installed water level monitoring wells for the Edwards Bottomlands Alligator Creek Restoration Project.

Resource Management

- Tim Sagul, Warren Zwanka and Carlos Herd participated in the Consumptive Use Permit Regulatory Consistency conference call with staff from DEP and the other WMDs.
- Tim Sagul, Pat Webster and Mike Fuller attended the Edwards Bottomlands Alligator Creek Restoration Project Coordination meeting with staff from the Department of Transportation, the Florida Fish and Wildlife Conservation Commission and the City of Starke.

Administration & Operations

- Dave Dickens and Leroy Marshall attended the Annual Emergency Management meeting in Orlando.

Ag Team / Suwannee River Partnership

- Kevin Wright, Sarah Luther, Hugh Thomas, Joel Love, Abby Johnson and Debbie Davidson attended the 2015 CARES Event planning meeting.

- Ann Shortelle, Hugh Thomas and Megan Wetherington participated in a UF/IFAS in-service training and panel discussion at Ichetucknee Springs State Park, along with representatives from DACS, UF/IFAS and the other WMDs.

Communications

- Jon Dinges provided a presentation on District projects and priorities to the Union Soil and Water Conservation District meeting in Lake Butler.
- Abby Johnson distributed a press release about the District's new Ichetucknee Springs dashboard.
- Abby Johnson participated in the Weekly DEP/WMD Communications Press Office call.

Announcements for Week of May 4-8, 2015:

- The 2015 CARES event is scheduled for May 7 at 5:00 p.m. at the UF/IFAS Suwannee Valley Ag Extension Center in Live Oak.



Weekly Activity Report to Governing Board May 4-8, 2015

Executive / Management

- Ann Shortelle presented at the Florida Water Resources Conference in Orlando.

Water Supply

- Trey Grubbs participated in the Bi-Weekly North Florida South East Georgia Model Coordination conference call with staff from SJRWMD.

Water Resources

- Paul Buchanan and Bebe Willis hosted the inter-district GIS managers meeting in White Springs.

Resource Management

- Warren Zwanka, Mike Fuller and Carlos Herd attended the Florida Ground Water Association Convention in Orlando.
- Warren Zwanka and Gloria Hancock attended the DEP Quarterly Water Well Work Group meeting with staff from DEP, the other WMDs, Department of Health and the Florida Ground Water Association.

Administration & Operations

- Jon Dinges and Dave Dickens met with representatives of DEP, Lake City, Columbia County, AMEC and Wetland Solutions in Lake City to discuss the Ichetucknee Springs Water Quality Improvement Project.
- Dave Dickens reviewed the construction initiation of the Otter Springs Restoration Project.

Ag Team / Suwannee River Partnership

- Don Quincey, Guy Williams, Jon Dinges, Steve Minnis, Tim Sagul, Erich Marzolf, Kevin Wright, Sarah Luther, Jamie Bell, Stefani Leavitt, Jessy Preston, Abby Johnson, Carree Olshansky, Christina Hilliard, Edwin McCook, Glenn Horvath, Diane Bell, Gwen Lord, Brian Kauffman, Tommy Kiger, Warren Zwanka, Hugh Thomas and Joel Love attended the 2015 CARES Event.

Communications

- Abby Johnson participated in the Weekly DEP/WMD Communications Press Office call.
- Abby Johnson distributed a press release about the 2015 CARES Event.
- Abby Johnson handled a media call from the Gainesville Sun regarding the District's springs dashboards.

Announcements for Week of May 11, 2015:

- The District's Governing Board Meeting and Workshop are scheduled for May 14 at 9:00 a.m. at the Putnam Lodge Hotel, 15487 Northwest Highway 19, Cross City.
- The Governing Board tour of Steinhatchee Sink, Steinhatchee Rise and Steinhatchee Falls is scheduled for May 15 at 9:00 a.m.



Weekly Activity Report to Governing Board May 11-15, 2015

Executive / Management

- Jon Dinges and Keith Rowell attended the Tatum Tract Appraisal Tour in Starke.
- Tim Sagul and Erich Marzolf attended the joint City of Alachua and Alachua County Commission meeting regarding the rezoning of property surrounding the TK storm water basin.

Water Resources

- Erich Marzolf and Tommy Kiger participated in the Senate Bill 536 Study Reclaimed Water Work Team conference call with staff from DEP, DACS and the other WMDs.
- Tom Mirti conducted an internal staff training for MFL team members in the use of the Hydstra hydrologic database.

Resource Management

- Tim Sagul and Warren Zwanka participated in a conference call with DEP and the other WMDs to discuss Consumptive Use Permitting regulatory consistency.
- Tim Sagul and Warren Zwanka participated in a conference call with staff from DEP and the other WMDs regarding the permitting of Underground Injection Control (UIC) projects.

Administration & Operations

- Dave Dickens met with Dale Jones, of FWC, at Otter Springs to discuss submerged aquatic vegetation funding opportunities.

Communications

- Abby Johnson distributed press releases about the District's acquisition of Turtle Spring in Lafayette County and Carlos Herd's appointment as District Interim Executive Director.
- Abby Johnson handled a media call from Alachua County Today regarding the District's role in a City of Alachua and Alachua County zoning issue.
- Abby Johnson handled media calls from the Lake City Reporter and the Florida Specifier regarding the status of Ann Shortelle's and Carlos Herd's positions at the District.

Announcements for Week of May 18, 2015:

- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting scheduled for May 18 has been canceled.



Weekly Activity Report to Governing Board May 19-22, 2015

Executive / Management

- Steve Minnis met with Gilchrist County Administrator Bobby Crosby regarding potential springs projects and the Nature Coast Regional Water Authority.
- Steve Minnis attended a Levy County BOCC workshop meeting regarding the SRWMD and SWFWMD Year-Round Water Conservation Measures and Water Shortage Interagency Agreement.

Water Supply

- Carlos Herd, Tom Mirti, Warren Zwanka and Dale Jenkins participated in a conference call with staff from SJRWMD to discuss final construction of the replacement monitor well near Palestine Lake.
- Trey Grubbs participated in the bi-weekly North Florida South East Georgia Model Coordination conference call with staff from SJRWMD.
- Carree Olshansky attended the Ft. White FFA banquet to accept an award on behalf of the District for the District's support through the High School Grant Program.

Water Resources

- Erich Marzolf, Carlos Herd and Steve Minnis made presentations at the Big Bend Coast Coordinating Committee meeting with representatives from other state agencies and local governments to discuss actions taken in response to the Deepwater Horizon Oil Spill.
- Tom Mirti, Darlene Saindon, Tara Rodgers, Vince Robinson and Henry Richardson installed continuous water quality monitoring equipment at Allen Mill Pond.

Resource Management

- Warren Zwanka and Gloria Hancock attended the North Central Florida Water Well Association meeting in Ocala.
- Leroy Marshall coordinated the 2015 Florida Statewide Hurricane Exercise for the District.
- Leroy Marshall attended the FEMA Region IV Coastal Outreach conference call with representatives from FEMA and other agencies.

Administration & Operations

- Bob Heeke, Bill McKinstry and Keith Rowell participated in the Dixie Plantation conservation easement inspection in Jefferson County.
- Tammie Girard participated in the 2015 Florida Statewide Hurricane Exercise conference call with representatives of other agencies and organizations.

Ag Team / Suwannee River Partnership

- Kevin Wright, Sarah Luther, Justin Garland, Hugh Thomas, Joel Love, Debbie Davidson, Abby Johnson and Jessy Preston attended the 2015 CARES follow-up meeting.

Communications

- Abby Johnson distributed a press release on the District's preparation for the 2015 Hurricane Season.
- Abby Johnson participated in the weekly WMD/DEP Communications Press call.
- Ann Shortelle handled a media inquiry by the Orlando Sentinel regarding her transition to SJRWMD.

Announcements for Week of May 25, 2015:

- The District offices will be closed on May 25 in observance of Memorial Day.