

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

OPEN TO THE PUBLIC

October 13, 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: None
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
 - Agenda Item 6 - September 8, 2015 Governing Board Minutes, First Public Hearing on FY 2015-2016 Tentative Millage and Budget, and September 22, 2015 Final Public Hearing on FY 2015-2016 Final Millage and Budget
 - Agenda Item 10 - Approval of August 2015 Financial Report
 - Agenda Item 12 – Approval of Qualified Real Estate Appraisers and Review Appraiser List for Fiscal Year (FY) 2016
 - Agenda Item 13 – Renewal of Approved Surveyors List for Fiscal Year (FY) 2016
 - Agenda Item 14 – Approval of Revised Finance and Accounting Policy
 - Agenda Item 19 - Approval of a Memorandum of Understanding between Suwannee River Water Management District and the US Forest Service National Forest in Florida to Update the Florida National Scenic Trail Certification Agreement
 - Agenda Item 27 - Approval of a Modification of Water Use Permit 2-079-220765-3, for a Ten-Year Permit Extension and a 0.0046 mgd Allocation Increase, Authorizing the Use of 0.1214 mgd of Groundwater for Agricultural Use at the James W Brown Farm Project, Madison County
6. Approval of Minutes – September 8, 2015 Governing Board Minutes, First Public Hearing on FY 2015-2016 Tentative Millage and Budget, and September 22, 2015 Final Public Hearing on FY 2015-2016 Final Millage and Budget – **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
8. Discussion of Executive Director Contract with the Suwannee River Management District

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GOVERNING BOARD LEGAL COUNSEL
Tom Reeves

9. Update on Legal Activities

DIVISION OF ADMINISTRATION AND OPERATIONS
Dave Dickens, Director

- AO Page 1 10. Approval of August 2015 Financial Report – **Recommend Consent**
- AO Page 14 11. Approval of the Annual Inspector General Activities and Internal Audit Work Plans as Presented from Law, Redd, Corna & Monroe, P.A
- AO Page 19 12. Approval of Qualified Real Estate Appraisers and Review Appraiser List for Fiscal Year (FY) 2016. – **Recommend Consent**
- AO Page 30 13. Renewal of Approved Surveyors List for Fiscal Year (FY) 2016 – **Recommend Consent**
- AO Page 32 14. Approval of Revised Finance and Accounting Policy – **Recommend Consent**
- AO Page 51 15. Approval of Resolution 2015-25 Authorization to Amend the Fiscal Year (FY) 2016 Budget with Amendment No. 01 to Include Unanticipated Carry Forward Revenues in the Amount of \$1,762,264 for Ichetucknee Springshed Water Quality Improvement Project, PCS Phosphate (PotashCorp) and Otter Springs Restoration Project
- AO Page 61 16. Approval of Agreement with PCS Phosphate (PotashCorp) for the Eagle Lake/Upper Suwannee River Enhancement project
- AO Page 69 17. Authorization for the Executive Director to Execute the Corporate Offer to Sell Real Property with the United States Forest Service on a Portion of the Districts Sandlin Bay Tract, 623 Acres +/-, Columbia County
- AO Page 77 18. Authorization to Execute the Confidentiality Agreement and to Conduct a Detailed Assessment and Commence Negotiations on Lands Owned by BTG Pactual, 630 acres +/- in Bradford Lands Owned by BTG Pactual, 630 acres +/- in Bradford County
- AO Page 89 19. Approval of a Memorandum of Understanding between Suwannee River Water Management District and the US Forest Service National Forest in Florida to Update the Florida National Scenic Trail Certification Agreement – **Recommend Consent**
- AO Page 112 20. Land and Facilities Operations Activity Summary Report

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

- WS Page 1 21. Approval to Enter into Contract for the October 2015 Florida Department of Environmental Protection Springs Agricultural Cost-Share Program

WS Page 3 22. Surface-Use Lease Agreement with Chemours Company TT, LLC, Rayonier Atlantic Timber Company South Tract in Bradford County, Florida

WS Page 14 23. Agricultural Water Use Monitoring Update

DIVISION OF WATER RESOURCES

Tom Mirti, Bureau Chief, Hydrologic Data Services

WR Page 1 24. Amendment of Contract 13/14-053 with The Canopy of Technology for Programming Services

WR Page 2 25. Selection of Contractor to Update and Consolidate Surface Water Improvement and Management Plans

WR Page 5 26. Authorization to Increase Spending Limit with URS Corporation Southern, a Wholly-owned Subsidiary of AECOM, for Construction and Monitoring of a Nutrient Removal Comparison Study

DIVISION OF RESOURCE MANAGEMENT

Tim Sagul, P.E., Director

RM Page 1 27. Approval of a Modification of Water Use Permit 2-079-220765-3, for a Ten-Year Permit Extension and a 0.0046 mgd Allocation Increase, Authorizing the Use of 0.1214 mgd of Groundwater for Agricultural Use at the James W. Brown Farm Project, Madison County – **Recommend Consent**

RM Page 10 28. Approval of Water Use Permit 2-075-217970-4, with a 0.6126 mgd Increase in Allocation, Authorizing the Use of 1.1391 mgd of Groundwater for Agricultural Use at the Quincey Farms Project, Levy County

RM Page 20 29. Approval of a Modification of Water Use Permit 2-075-217981-6, with a 0.4530 mgd Increase in Allocation, Authorizing the Use of 3.5002 mgd of Groundwater for Agricultural Use at the Alliance Dairies Project, Gilchrist and Levy Counties

RM Page 30 30. Authorization to Enter Into Contract with Music Construction for Well Conveyance System for the Lafayette Forest Recharge Well

RM Page 31 31. Permitting Summary Report

RM Page 33 32. Enforcement Status Report

EXECUTIVE OFFICE

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

EO Page 1 33. North Florida Regional Water Supply Partnership Stakeholder Committee Update

EO Page 2 34. Land Acquisition and Disposition Activity Report

EO Page 4 35. District's Weekly Activity Reports

36. Announcements

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

November 12, 2015	9:00 a.m.	Board Meeting Cedar Key, FL Workshop
November 13, 2015	9:00 a.m.	Land Committee Meeting Cedar Key, FL

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

37. Adjournment

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

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

October 13, 2015
Following the Governing Board Meeting

District Headquarters
Live Oak, FL

- Conservation Easement Appraisal Presentation - Lawrence H. Saucer, ARA, ASA, MAI, Saucer Valuation Associates
- Status Update on Monitor Well Network Improvement Project (Tom Mirti)

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD EXECUTIVE DIRECTOR SELECTION MEETING

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 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.

1:00 p.m.
September 8, 2015

District Headquarters
9225 CR 49
Live Oak, Florida

Governing Board Selection Committee:

Seat	Name	Office	Present	Not Present
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
At Large	Virginia H. Johns	Sec./Treas.	X	
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	

Staff:

Position	Name	Present	Not Present
HR Administrator/GB Coordinator	Lisa Cheshire	X	

Guests:

Charles Shinn, Florida Farm Bureau	Steve Gladin
Doug Manson	Noah Valenstein
Chris Curry	

Don Quincey, Chairman, stated his nomination for the Suwannee River Water Management District's new Executive Director as Noah Valenstein.

Mr. Brown made a motion to accept the recommendation of Noah Valenstein as the candidate to be presented for Governing Board approval and Mrs. Johns seconded the motion.

The Selection Committee's recommendation of Noah Valenstein will be heard and recommended for approval at the September 8, 2015, Governing Board meeting that begins at 3:00 p.m.

/lc

Chair

ATTEST:

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

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

3:00 p.m., Tuesday
September 8, 2015

District Headquarters
Live Oak, Florida

Agenda Item 1 – Call to Order - Chair Quincey called the meeting to order at 3:02 p.m.

Agenda Item 2 – Roll Call

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	Bradley Williams		X	
Coastal River 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	Gary Jones		X	
At Large	Vacant			

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Interim Executive Director	Carlos D. Herd, P.G.	X	
Gov. Affairs / Communications Director	Steve Minnis	X	
Administration & Operations Division Director	Dave Dickens		X
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Ron Price, Barco Duval	Jan Henderson, Alliance Dairies
Jim Tatum, Our Santa Fe River, Inc.	Linda Clemens, FDEP
Merrillee Malwitz-Jipson, Our Santa Fe River, Inc.	Steve Gladin
Paul Still, BSWCD	Anthony Libasci
Ray Hodge, Southeast Milk	Doug Manson, Manson Bolves
Noah Valenstein	Charles Shinn, Florida Farm Bureau
Jeff Hill	Chris Curry, Gainesville Sun
Hugh Thomas, FDACS	Tammy Girard, SRWMD
Geraldine Klarenberg, SRWMD	Keith Rowell, SRWMD
Trey Grubbs, SRWMD	Bill McKinstry, SRWMD
Robin Lamm, SRWMD	Megan Wetherington, SRWMD
James Guida, Progress Water Resources	Tom Mirti, SRWMD

Brian Kauffman, SRWMD
Jon Wood, SRWMD

Warren Zwanka, SRWMD

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

Additions:

- Division of Administration and Operations – Supplemental Page 1 – Authorization to Enter into a Contract with Barco-Duval Engineering For Ichetucknee Springshed Water Quality Project
- Division of Water Supply - Supplemental Page 3 - Authorization to Execute a Scope of Work for Development of the District's 2015 Regional Water Supply Assessment Update with Progressive Water Resources, LLC.

Deletion:

- None

MR. WILLIAMS MADE A MOTION TO APPROVE THE AMENDMENTS TO THE AGENDA. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No. 4 – Public Comment.

- Anthony Libasci, Lake City – Jeff Hill lake concerns and lake levels near his property.
- Paul Still, BSWCD – Bradford County flooding and erosion issues near DuPont site.
- Merrillee-Malwitz Jipson, Our Santa Fe River, Inc. - Moratorium on Water Use Permits over 100,000 gallons or more and aquifer concerns.

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

- Agenda Item 6 - August 11, 2015, Governing Board Meeting and Workshop Minutes and August 21, 2015, Governing Board Executive Director Selection Meeting Minutes
- Agenda Item 9 - Authorization for Compensation Payment to Carlos D. Herd
- Agenda Item 11 - Approval of July 2015 Financial Report
- Agenda Item 20 – Authorization to Renew Environmental Systems Research Institute (ESRI) GIS Software License Maintenance Contract
- Agenda Item 21 – Authorization to Enter into a Revenue Contract with Packing Corporation of America for Streamgaging Services
- Agenda Item 22 – Authorization to Renew Contract 14/15-011 with Boyett Enterprises (dba Blue Streak Couriers) for Courier Services
- Agenda Item 23 – Reauthorization to Enter into an Inter-Agency Joint Funding Agreement with the United States Geological Survey, Georgia District, for Streamgaging Services
- Agenda Item 27 - Approval of a Modification of Water Use Permit 2-001-215909-2 with a 0.1261 mgd Increase in Allocation and a Ten-Year Permit Extension Authorizing the Use of 0.1281 mgd of Groundwater for Agricultural Use at the Smith Brothers Farm Project, Alachua County
- Agenda Item 28 - Approval of a Modification of Water Use Permit 2-041-216430-6, with a 0.7318 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 1.9857 mgd of Groundwater for Agricultural Use at the North Florida Holsteins Project, Gilchrist County

- Agenda Item 30 - Approval of a Modification of Water Use Permit 2-075-217150-3, with a 0.0311 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 1.5107 mgd of Groundwater for Agricultural Use at the Southpoint Dairy Project, Levy County
- Agenda Item 31 - Approval of a Renewal of Water Use Permit 2-041-218311-3, with a 0.4602 mgd Decrease in Allocation, Authorizing the Use of 1.1077 mgd of Groundwater for Agricultural Use at the Grassy Bell Dairy Project, Gilchrist County
- Agenda Item 33 - Request for Approval and Authorization to Submit a Revised 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform, Joint Administrative Procedures Committee, the Speaker of the House and the Senate President

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

Agenda Item No. 6 – Approval of Minutes.

- August 11, 2015 Governing Board Meeting and Workshop
- August 21, 2015 Governing Board Executive Director Selection Meeting

THE AUGUST 11, 2015 GOVERNING BOARD MEETING AND WORKSHOP MINUTES AND THE AUGUST 21, 2015 GOVERNING BOARD EXECUTIVE DIRECTOR SELECTION MEETING 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

Agenda Item 8 - Discussion and Selection of Executive Director for the Suwannee River Water Management District.

The Selection committee made a recommendation to select Noah Valestein as the new Executive Director of the Suwannee River Water Management District. The Chair will begin negotiations with Mr. Valenstein and present the contract at the October Board meeting for approval.

MR. JONES MADE A MOTION TO SELECT NOAH VALENSTEIN AS THE EXECUTIVE DIRECTOR OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item 9 - Authorization for Compensation Payment to Carlos D. Herd. – Approved on Consent.

Governing Board Legal Counsel

Agenda Item No. 10 – Update of Legal Activities

Tom Reeves provided an update on the Jeff Hill Enforcement cases.

DIVISION OF ADMINISTRATION AND OPERATIONS

Agenda Item No. 11 – Approval of July 2015 Financial Report. Approved on Consent.

Agenda Item No. 12 – Authorization to Amend and Renew Contract 12/13-155 with Tony W. Thompson for Accounting Software Support Services. Steve Minnis, Governmental Affairs and Communications Director, presented staff recommendation to the Governing Board to authorize the Executive Director to amend and renew Contract 12/13-155 with Tony W. Thompson for an amount not to exceed \$10,000 for accounting software support services.

MR. SCHWAB MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND AND RENEW CONTRACT 12/13-155 WITH TONY W. THOMPSON FOR AN AMOUNT NOT TO EXCEED \$10,000 FOR ACCOUNTING SOFTWARE SUPPORT SERVICES. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No. 13 - Declaration of Surplus Property and Disposition. Mr. Minnis presented staff recommendation to the Governing Board to declare the property items listed in the Board memo as surplus and authorize staff to dispose of these property items in the most cost-effective means as determined by the District and authorized by Chapter 274.05, Florida Statutes.

MRS. SANCHEZ MADE A MOTION TO DECLARE THE PROPERTY ITEMS LISTED IN THE BOARD MEMO AS SURPLUS AND AUTHORIZE STAFF TO DISPOSE OF THESE PROPERTY ITEMS IN THE MOST COST-EFFECTIVE MEANS AS DETERMINED BY THE DISTRICT AND AUTHORIZED BY CHAPTER 274.05, FLORIDA STATUTES. 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, WILLIAMS, AND QUINCEY.)

Agenda Item 14 - Authorization to Enter into a Contract with Florida Fish and Wildlife Commission Officer Ransom to Occupy a Travel Trailer on the Falmouth Springs Tract for Security. Mr. Minnis presented staff recommendation to the Governing Board to authorize the Executive Director to enter into a Contract with Florida Fish and Wildlife Commission (FWC) Officer Ransom to provide security the District's Falmouth Springs property.

MR. JONES MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH FWC OFFICER RANSOM TO PROVIDE SECURITY THE DISTRICT'S FALMOUTH SPRINGS PROPERTY. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item 15 - Authorization for the Executive Director to Procure Insurance Coverage from Recommended Insurance Providers. Mr. Minnis presented staff recommendation to the Governing Board to authorize the Executive Director to procure Property and Casualty, Commercial General Liability, Auto, Workers Compensation, Life, and Disability insurance coverage from the most cost-effective providers at an aggregate premium cost of \$71,308 for Fiscal Year (FY) 2016.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO PROCURE PROPERTY AND CASUALTY, COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS

COMPENSATION, LIFE, AND DISABILITY INSURANCE COVERAGE FROM THE MOST COST-EFFECTIVE PROVIDERS AT AN AGGREGATE PREMIUM COST OF \$71,308 FOR FY 2016. 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, WILLIAMS, AND QUINCEY.)

Agenda Item 16 - Authorization to Renew Civic Plus Software License Contract. Mr. Minnis presented staff recommendation to the Governing Board to authorize the Executive Director to renew Civic Plus software license maintenance contract for Fiscal Year (FY) 2016 for a total amount not to exceed \$17,995.47.

MR. SCHWAB MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO RENEW CIVIC PLUS SOFTWARE LICENSE MAINTENANCE CONTRACT FOR FY 2016 FOR A TOTAL AMOUNT NOT TO EXCEED \$17,995.47 AND DIRECTED STAFF TO CONDUCT REQUEST FOR PROPOSALS FOR CONSIDERATION NEXT YEAR. 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, WILLIAMS, AND QUINCEY.)

Sup Page 1 - Authorization to Enter into a Contract with Barco-Duval Engineering For Ichetucknee Springshed Water Quality Project. Mr. Minnis presented staff recommendation to the Governing Board authorizing the Executive Director to enter into a Contract with Barco-Duval Engineering for an amount not to exceed \$4,695,900 for the Ichetucknee Springshed Water Quality Improvement Project contingent upon funding by Florida Department of Environmental Protection (FDEP) or upon approval of a budget amendment by the Governing Board.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH BARCO-DUVAL ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$4,695,900 FOR THE ICHETUCKNEE SPRINGSHED WATER QUALITY IMPROVEMENT PROJECT CONTINGENT ON FUNDING BY FDEP OR UPON APPROVAL OF A BUDGET AMENDMENT BY THE GOVERNING BOARD. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No. 17 – 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. 18 - Authorization to Enter into a Contract with the Florida Geological Survey to Conduct a Dye Tracing Test Between Alapaha Rise, Holton Creek Rise, and Upgradient Sinks Capturing Flow from the Alapaha River and Tiger Creek. Carlos Herd, Interim Executive Director, presented staff recommendation to the Governing Board for authorization to execute a contract with the Florida Geological Survey to Conduct a Dye Tracing Test between Alapaha Rise, Holton Creek Rise, and Upgradient Sinks Capturing Flow from the Alapaha River and Tiger Creek.

MR. SCHWAB MADE A MOTION TO EXECUTE A CONTRACT WITH THE FLORIDA GEOLOGICAL SURVEY TO CONDUCT A DYE TRACING TEST BETWEEN ALAPAHA RISE, HOLTON CREEK

RISE, AND UPGRADIENT SINKS CAPTURING FLOW FROM THE ALAPAHA RIVER AND TIGER CREEK. 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, WILLIAMS, AND QUINCEY.)

Sup Page 3 - Authorization to Execute a Scope of Work for Development of the District's 2015 Regional Water Supply Assessment Update with Progressive Water Resources, LLC. Mr. Minnis presented staff recommendation to the Governing Board to authorize the Executive Director to execute a scope of work for development of the District's 2015 Water Supply Assessment Update with Progressive Water Resources, LLC, for a cost not to exceed \$196,625.

Mr. Brown publically announced a conflict of interest and abstained from voting on Supplemental Page 3, Authorization to Execute a Scope of Work for Development of the District's 2015 Regional Water Supply Assessment Update with Progressive Water Resources, LLC. A Conflict of Interest Form was completed and signed by Mr. Brown. This form is hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. ALEXANDER MADE A MOTION TO EXECUTE A SCOPE OF WORK FOR DEVELOPMENT OF THE DISTRICT'S 2015 WATER SUPPLY ASSESSMENT UPDATE WITH PROGRESSIVE WATER RESOURCES, LLC, FOR A COST NOT TO EXCEED \$196,625. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, JOHNS, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item No. 19 – 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. 20 – Authorization to Renew Environmental Systems Research Institute (ESRI) GIS Software License Maintenance Contract. – Approved on Consent.

Agenda Item No. 21 – Authorization to Enter into a Revenue Contract with Packaging Corporation of America for Streamgaging Services. – Approved on Consent.

Agenda Item No. 22 – Authorization to Renew Contract 14/15-011 with Boyett Enterprises (dba Blue Streak Couriers) for Courier Services. – Approved on Consent.

Agenda Item No. 23 – Reauthorization to Enter into an Inter-Agency Joint Funding Agreement with the United States Geological Survey, Georgia District, for Streamgaging Services. Approved on Consent.

Agenda Item No. 24 - Approval of Upgrade of Oracle Licenses to Unlimited Usage. Erich Marzolf, Director, Division of Water Resources, staff recommendation to the Governing Board to authorize the Executive Director to renew an existing Oracle software licenses to include unlimited usage for a total cost not to exceed \$78,790.47.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO RENEW AN EXISTING ORACLE SOFTWARE LICENSES TO INCLUDE UNLIMITED USAGE FOR A TOTAL COST NOT TO EXCEED \$78,790.47. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No.25 - Authorization to Extend Contract 12/13-037 with Vieux & Associates, Inc., for Gage-Adjusted Radar-Rainfall Data. Tom Mirti, Bureau Chief, Hydrologic Data Services, presented staff recommendation to the Governing Board to authorize the Executive Director to extend the District's existing contract with Vieux & Associates, Inc., for a fourth year to purchase gage-adjusted radar rainfall data for Fiscal Year 2016 for an amount not to exceed \$28,800.

Paul Still provided comments to the Board.

MR. SCHWAB MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXTEND THE DISTRICT'S EXISTING CONTRACT WITH VIEUX & ASSOCIATES, INC., FOR A FOURTH YEAR TO PURCHASE GAGE-ADJUSTED RADAR RAINFALL DATA FOR FISCAL YEAR 2016 FOR AN AMOUNT NOT TO EXCEED \$28,800. THE MOTION WAS SECONDED BY MR. WILLIAMS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item No. 26 - Approval of List of Qualified Well Drilling Contractors for the District's Monitor Well Network Improvement Plan. Mr. Mirti presented staff recommendation to the Governing Board approve the list of qualified well drilling contractors and authorize the Executive Director to enter into a multi-year contract with each qualified contractor.

MRS. SANCHEZ MADE A MOTION TO APPROVE THE LIST OF QUALIFIED WELL DRILLING CONTRACTORS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A MULTI-YEAR CONTRACT WITH EACH QUALIFIED CONTRACTOR. 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, WILLIAMS, AND QUINCEY.)

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 27 – Approval of a Modification of Water Use Permit 2-001-215909-2 with a 0.1261 mgd Increase in Allocation and a Ten-Year Permit Extension Authorizing the Use of 0.1281 mgd of Groundwater for Agricultural Use at the Smith Brothers Farm Project, Alachua County. Approved on Consent.

Agenda Item No. 28 – Approval of a Modification of Water Use Permit 2-041-216430-6, with a 0.7318 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 1.9857 mgd of Groundwater for Agricultural Use at the North Florida Holsteins Project, Gilchrist County. Approved on Consent.

Agenda Item No. 29 – Approval of a Modification of Water Use Permit 2-041-216471-5, with a 0.4402 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 2.3637 mgd of Groundwater for Agricultural Use at the Hilltop Dairy Holdings, LLC Project, Gilchrist County. Warren Zwanka, Division of Resource Management, presented staff recommendation to approve Water Use

Permit number 2-041-216471-5 with seventeen standard conditions and nine special limiting conditions, to Hilltop Dairy Holdings, LLC, in Gilchrist County.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE WATER USE PERMIT NUMBER 2-041-216471-5 WITH SEVENTEEN STANDARD CONDITIONS AND NINE SPECIAL LIMITING CONDITIONS, TO HILLTOP DAIRY HOLDINGS, LLC, IN GILCHRIST COUNTY. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No. 30 – Approval of a Modification of Water Use Permit 2-075-217150-3, with a 0.0311 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 1.5107 mgd of Groundwater for Agricultural Use at the Southpoint Dairy Project, Levy County. Approved on Consent.

Agenda Item No. 31 – Approval of a Renewal of Water Use Permit 2-041-218311-3, with a 0.4602 mgd Decrease in Allocation, Authorizing the Use of 1.1077 mgd of Groundwater for Agricultural Use at the Grassy Bell Dairy Project, Gilchrist County. Approved on Consent.

Agenda Item No. 32 – Approval of a Modification of Water Use Permit 2-067-218814-5, with a 0.2284 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 1.8750 mgd of Groundwater for Agricultural Use at the Byrd Dairy Project, Lafayette County. Mr. Zwanka presented staff recommendation to approve Water Use Permit number 2-067-218814-5 with seventeen standard conditions and sixteen special limiting conditions, to T.W. Byrd's Sons, Inc., in Lafayette County.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE WATER USE PERMIT NUMBER 2-067-218814-5 WITH SEVENTEEN STANDARD CONDITIONS AND SIXTEEN SPECIAL LIMITING CONDITIONS, TO T.W. BYRD'S SONS, INC., IN LAFAYETTE COUNTY. 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, WILLIAMS, AND QUINCEY.)

Agenda Item No. 33 – Request for Approval and Authorization to submit a revised 2015-2016 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform, Joint Administrative Procedures Committee, the Speaker of the House and the Senate President. Approved on Consent.

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

Agenda Item No. 35 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item in the Board materials.

EXECUTIVE OFFICE

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

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

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

Agenda Item 39 – Announcements.

Agenda Item 40 – Adjournment. Meeting adjourned at 4:55 p.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
1ST PUBLIC HEARING ON THE
FISCAL YEAR 2015-2016 BUDGET

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

Agenda Item 1 – Call to Order and Roll Call - Chair Quincey called the meeting to order at 5:07 p.m.

Agenda Item 2 – Roll Call

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	Bradley Williams		X	
Coastal River 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	Gary Jones		X	
At Large	Vacant			

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Interim Executive Director	Carlos D. Herd, P.G.	X	
Gov. Affairs / Communications Director	Steve Minnis	X	
Administration & Operations Division Director	Dave Dickens		X
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests

Jim Tatum, Our Santa Fe River, Inc.	Linda Clemens, FDEP
Merrillee Malwitz-Jipson, Our Santa Fe River, Inc.	Steve Gladin
Paul Still, BSWCD	Hugh Thomas, FDACS
Noah Valenstein	Charles Shinn, Florida Farm Bureau
Robin Lamm, SRWMD	Warren Zwanka, SRWMD
Jon Wood, SRWMD	Tammy Girard, SRWMD

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a proposed millage rate and tentative budget. Steve Minnis, Governmental Affairs and Communications Director, discussed the purpose of the public hearing.

Agenda Item 3 - Presentation of Tentative Fiscal Year 2015-2016 Budget. Mr. Minnis gave a presentation on the Tentative FY 2015-2016 Budget.

Agenda Item 4 -Board discussion of the proposed millage rate for Fiscal Year 2015-2016 of 0.4104, the rolled-back millage rate, and a Tentative Fiscal Year 2015-2016 Budget of \$43,335,921. There was no discussion.

Agenda Item 5 - Comments and questions from the general public.

Paul Still provided comments to the Board.

Agenda Item 6 - Adoption of tentative millage rate of 0.4104 (Resolution 2015-21). Mr. Minnis recommended the Governing Board adopt the tentative millage rate of 0.4104 and approved Resolution 2015-21 for Fiscal Year 2015-2016.

MR. JONES MADE A MOTION TO ADOPT THE TENTATIVE MILLAGE RATE OF 0. 4104 FOR FISCAL YEAR 2015-2016 AND APPROVE RESOLUTION 2015-21. MR. WILLIAMS SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item 7 - Adoption of Tentative Budget of \$43,335,921 (Resolution No. 2015-22). Mr. Minnis recommended the Governing Board adopt the Tentative Fiscal Year 2015-2016 Budget of \$43,335,921 approved Resolution 2015-22.

MR. ALEXANDER MADE A MOTION TO ADOPT THE TENTATIVE BUDGET OF \$43,335,921 FOR FISCAL YEAR 2015-2016 AND APPROVE RESOLUTION 2015-22. MR. SCHWAB SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JONES, SANCHEZ, SCHWAB, WILLIAMS, AND QUINCEY.)

Agenda Item 8 - Announcements. Mr. Minnis made the announcement that on September 22, 2015, at 5:05 p.m. the Final Public Hearing on FY 2015-2016 Budget will be held at the District Headquarters.

The meeting adjourned at 5:17 p.m.

Chairman

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 MINUTES OF
FINAL PUBLIC HEARING ON THE
FISCAL YEAR 2015-2016 BUDGET

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

5:05 p.m., Tuesday
 September 22, 2015

District Headquarters
 Live Oak, Florida

Agenda Item 1 – Call to Order and Roll Call - Chair Quincey called the meeting to order at 5:04 p.m.

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	Bradley Williams		X	
Coastal River 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	Gary Jones			X
At Large	Vacant			

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Interim Executive Director	Carlos D. Herd, P.G.		X
Gov. Affairs / Communications Director	Steve Minnis	X	
Administration & Operations Division Director	Dave Dickens	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul		X
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Tammy Girard, SRWMD	Tyler Jordan, SRWMD
Robin Lamm, SRWMD	Keith Rowell, SRWMD

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a final millage rate and final budget. Steve Minnis, Governmental Affairs and Communications Director, discussed the purpose of the public hearing.

Agenda Item 3 - Final Fiscal Year 2015-2016 Budget. Mr. Minnis gave a presentation on the Final FY 2015-2016 Budget.

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

Agenda Item 5- Approval of Resolution No. 2015-23, Adopting a Millage Rate of 0.4104. Mr. Minnis recommended the Governing Board approve Resolution No. 2015-23, adopting the final millage rate of 0.4104 for Fiscal Year 2015-2016.

MR. ALEXANDER MADE A MOTION TO APPROVE RESOLUTION NO. 2015-23, ADOPTING THE FINAL MILLAGE RATE OF 0.4104 FOR FISCAL YEAR 2015-2016. MRS. JOHNS SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, WILLIAMS, AND QUINCEY.)

Agenda Item 6 - Approval of Resolution No. 2015-24, Adopting a Final Budget of \$43,335,921. Mr. Minnis recommended approval of Resolution No. 2013-24 to adopt a final budget of \$43,335,921 for Fiscal Year 2015-2016.

MR. BROWN MADE A MOTION TO APPROVE RESOLUTION NO. 2013-24, ADOPTING THE FINAL BUDGET OF \$43,335,921 FOR FISCAL YEAR 2015-2016. MRS. JOHNS SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, WILLIAMS, AND QUINCEY.)

Agenda Item 8 - Announcements. Next Board Meeting is October 13, 2015.

The meeting adjourned at 5:08 p.m.

Chairman

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Approval of August 2015 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the August 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/pf
Attachments

**Suwannee River Water Management District
Cash Report
August 2015**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$209,647.26
First Federal Permit Fee	\$4.64	0.30%	\$18,282.81
First Federal Depository	\$1,036.73	0.53%	\$4,043,739.72
SPIA	\$54,982.50	1.28%	\$49,634,388.22
TOTAL	\$56,023.87		\$53,906,058.01

Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending August 31, 2015
(Unaudited)

	Current Budget	Actuals Through 8/31/2015	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$5,584,081	\$ 5,442,468	\$ (141,613)	97%
Intergovernmental Revenues	\$31,609,210	10,232,011	(21,377,199)	32%
Interest on Invested Funds	\$354,000	704,365	350,365	199%
License and Permit Fees	\$75,000	140,780	65,780	188%
Other	\$410,000	546,709	136,709	133%
Fund Balance	\$8,455,190	3,325,337	(5,129,853)	39%
Total Sources	\$46,487,481	\$ 20,391,670	\$ (26,095,811)	44%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$9,604,731	\$ 5,036,564	\$ 41,981	\$ 4,526,186	52%	53%
Acquisition, Restoration and Public Works	\$31,080,835	3,887,567	61,065	27,132,203	13%	13%
Operation and Maintenance of Lands and Works	\$2,700,630	2,024,017	50	676,563	75%	75%
Regulation	\$1,278,445	1,065,883	20,358	192,204	83%	85%
Outreach	\$250,484	170,347	-	80,137	68%	68%
Management and Administration	\$1,572,356	1,323,344	6,489	242,523	84%	85%
Total Uses	\$46,487,481	\$ 13,507,722	\$ 129,943	\$ 32,849,816	29%	29%

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 August 31, 2015 and covers the interim period since the most recent audited financial statements.

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 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	17,349,921.74	0.00	46,487,481.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	4,672,680.30	0.00	6,326,399.00
TOTAL OTHER PERSONAL SERVICES	4,028,934.70	66,616.42	26,720,139.00
TOTAL OPERATING EXPENDITURES	1,036,454.26	33,976.54	1,825,828.51
TOTAL CAPITAL OUTLAY	634,120.71	19,175.00	765,239.00
TOTAL FIXED CAPITAL OUTLAY	1,355,481.85	0.00	5,619,765.00
TOTAL INTERAGENCY EXPENDITURES	1,780,050.45	10,174.95	5,230,110.49
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>13,507,722.27</u>	<u>129,942.91</u>	<u>46,487,481.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,842,199.47</u>	<u>(129,942.91)</u>	<u>0.00</u>
NET CHANGE IN FUND BALANCE	3,325,337.18		

Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	8,567,082.79	0.00	15,933,132.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,702,505.85	0.00	3,541,103.00
TOTAL OTHER PERSONAL SERVICES	593,693.04	6,330.25	2,660,939.00
TOTAL OPERATING EXPENDITURES	633,440.49	33,926.54	1,336,796.00
TOTAL CAPITAL OUTLAY	538,858.56	19,175.00	665,480.00
TOTAL FIXED CAPITAL OUTLAY	199,060.00	0.00	446,500.00
TOTAL INTERAGENCY EXPENDITURES	417,128.81	0.00	676,641.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>5,084,686.75</u>	<u>59,431.79</u>	<u>9,327,459.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,482,396.04</u>	<u>(59,431.79)</u>	<u>6,605,673.00</u>

Fund 02: Emergency Operations	<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	1,687.99	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>1,687.99</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(1,687.99)</u>	<u>0.00</u>	<u>0.00</u>

**Excess to be covered by Reserves*

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

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	2,926.33	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>3,090.97</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(969.89)</u>	<u>0.00</u>	<u>0.00</u>
<i>*Excess to be covered by Reserves</i>			

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	128,686.84	0.00	4,250,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	128,686.84	0.00	4,250,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>128,686.84</u>	<u>0.00</u>	<u>4,252,750.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>(2,750.00)</u>

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	192,226.13	0.00	1,430,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	192,226.13	50,890.20	1,430,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>192,226.13</u>	<u>50,890.20</u>	<u>1,430,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>(50,890.20)</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

Fund 06: Springs Appropriation 2014-15	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	62,100.00	0.00	8,123,660.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	8,161.43	0.00	441,800.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	8,215,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	62,100.00	0.00	1,265,100.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>70,261.43</u>	<u>0.00</u>	<u>9,921,900.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(8,161.43)</u>	<u>0.00</u>	<u>(1,798,240.00)</u>
<i>*Excess to be covered by Reserves</i>			

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 EXPENDITURES	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 EXPENDITURES	105,600.00	0.00	84,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>105,600.00</u>	<u>0.00</u>	<u>84,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</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	1,474,013.73	0.00	2,213,161.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	578,087.01	0.00	732,724.00
TOTAL OTHER PERSONAL SERVICES	1,057,234.62	0.00	2,161,991.00
TOTAL OPERATING EXPENDITURES	5,565.78	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 EXPENDITURES	364,514.66	10,174.95	482,181.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>2,049,627.66</u>	<u>10,174.95</u>	<u>3,451,655.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(575,613.93)</u>	<u>(10,174.95)</u>	<u>(1,238,494.00)</u>
<i>*Excess to be covered by DEP Reimbursement Grant / Reserves</i>			

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

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	772,168.49	0.00	999,200.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	18,824.01	0.00	47,385.00
TOTAL OTHER PERSONAL SERVICES	72,992.75	0.00	982,500.00
TOTAL OPERATING EXPENDITURES	1,103.36	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	565,086.50	0.00	576,700.00
TOTAL INTERAGENCY EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>658,006.62</u>	<u>0.00</u>	<u>1,606,585.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>114,161.87</u>	<u>0.00</u>	<u>(607,385.00)</u>

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	13,728.45	0.00	14,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	13,728.45	0.00	14,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>13,728.45</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	610.02	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	1,006.57	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>1,006.57</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(396.55)</u>	<u>0.00</u>	<u>0.00</u>

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

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

Fund 13: WMLTF / Operations	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	4,322,962.43	0.00	6,896,565.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	557,342.59	0.00	613,197.00
TOTAL OTHER PERSONAL SERVICES	657,751.81	0.00	930,687.00
TOTAL OPERATING EXPENDITURES	370,095.46	50.00	409,421.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	591,335.35	0.00	4,564,565.00
TOTAL INTERAGENCY EXPENDITURES	141,153.97	0.00	178,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>2,317,679.18</u>	<u>50.00</u>	<u>6,696,370.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>2,005,283.25</u>	<u>(50.00)</u>	<u>200,195.00</u>

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	523,496.45	0.00	453,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	514,686.99	0.00	588,021.00
TOTAL OTHER PERSONAL SERVICES	54,092.51	9,395.97	58,000.00
TOTAL OPERATING EXPENDITURES	18,713.50	0.00	42,280.00
TOTAL CAPITAL OUTLAY	51,036.56	0.00	50,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENDITURES	18,720.00	0.00	18,720.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>657,249.56</u>	<u>9,395.97</u>	<u>757,771.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(133,753.11)</u>	<u>(9,395.97)</u>	<u>(304,771.00)</u>

**Excess to be covered by Reserves*

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	41,035.77	0.00	37,814.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,711.00
TOTAL OPERATING EXPENDITURES	1,437.63	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>42,473.40</u>	<u>0.00</u>	<u>44,025.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(23,022.67)</u>	<u>0.00</u>	<u>(44,025.00)</u>

**Excess to be covered by Reserves*

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

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	144,296.51	0.00	75,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	242,937.63	0.00	224,355.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,548.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>242,937.63</u>	<u>0.00</u>	<u>225,903.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(98,641.12)</u>	<u>0.00</u>	<u>(150,903.00)</u>
<i>*Excess to be covered by Reserves</i>			

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	11,866.54	0.00	4,172,200.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	3,478.13	0.00	100,000.00
TOTAL OTHER PERSONAL SERVICES	8,986.25	0.00	4,040,200.00
TOTAL OPERATING EXPENDITURES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	32,000.00
TOTAL INTERAGENCY EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>12,464.38</u>	<u>0.00</u>	<u>4,172,200.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(597.84)</u>	<u>0.00</u>	<u>0.00</u>
<i>*Excess to be covered by Reserves</i>			

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	247,184.07	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 EXPENDITURES	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 EXPENDITURES	240,836.90	0.00	227,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>240,836.90</u>	<u>0.00</u>	<u>227,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>6,347.17</u>	<u>0.00</u>	<u>(227,000.00)</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

Fund 33: PCS Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	1,559.76	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 EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	1,559.76	0.00	0.00

Fund 44: SWIM / Oil Spill Response	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	58,932.62	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 EXPENDITURES	4,331.51	0.00	4,331.51
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENDITURES	54,601.11	0.00	54,601.49
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	58,932.62	0.00	58,933.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	(58,933.00)

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	13,999.00	0.00	339,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	13,999.00	0.00	339,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	13,999.00	0.00	339,000.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	0.00

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

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	402,440.50	0.00	285,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	402,440.50	0.00	285,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>402,440.50</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	400,982.92	0.00	0.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	40,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>400,982.92</u>	<u>0.00</u>	<u>40,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(400,982.92)</u>	<u>0.00</u>	<u>(40,000.00)</u>

**Excess to be covered by Reserves*

Fund 52: DACS	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	715.07	0.00	250,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	250,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>715.07</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 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	128,789.35	0.00	130,000.00
TOTAL OPERATING EXPENDITURES	1,601.89	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 EXPENDITURES	375,395.00	0.00	2,203,367.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>505,786.24</u>	<u>0.00</u>	<u>2,333,367.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(505,786.24)</u>	<u>0.00</u>	<u>(2,333,367.00)</u>
<i>*Excess to be covered by Reserves</i>			

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	150,723.81	0.00	362,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	150,723.81	0.00	362,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>150,723.81</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	152,606.72	0.00	129,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	152,606.72	0.00	129,000.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>152,606.72</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>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL
August 31, 2015

Fund 60: Reimbursable Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	478,563.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	478,563.00
TOTAL OPERATING EXPENDITURES	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 EXPENDITURES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>478,563.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Approval of the Annual Inspector General Activities and Internal Audit Work Plans as Presented from Law, Redd, Corna & Monroe, P.A.

RECOMMENDATION

Staff recommends the Governing Board approve the Annual Inspector General activities and internal audit work plans.

BACKGROUND

Law, Redd, Crona & Munroe, P.A. has prepared the Auditor General Report for the District pursuant to Section 20.055(5)(h), Florida Statutes. Staff has provided support to Law, Redd, Crona & Munroe during the preparation of the report. This report contains recommendations for improving the process and related controls for the District in the Auditor General's operational audit of the District, Report No. 15-01, dated April 2015.

DD/pf
Attachments



Law, Redd, Crona & Munroe, P.A.

Certified Public Accountants

August 26, 2015

Governing Board
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Pursuant to Section 6 of the agreement with the Suwannee River Water Management District to serve as your Inspector General, we are pleased to provide this annual report summarizing our activities for the fiscal year ending September 30, 2015.

During the fiscal year, pursuant to our Internal Audit Work Plan, we conducted internal audit procedures to assist the District in its evaluation of its regulatory permitting fee collection and cash disbursement processes. The results of our audit procedures, including our recommendations for improving the processes and related controls, were disclosed in our Report No. 15-01, dated April 16, 2015.

Our proposed three-year internal audit work plan for the fiscal years ending September 30, 2016 through September 30, 2018, includes a planned engagement to follow up on District progress in addressing the audit recommendations included in our Report No. 15-01.

We appreciate and enjoy serving as your Inspector General. If you have any questions, please contact Richard Law, C.P.A. or Jon Ingram, C.P.A.

Sincerely,

Law, Redd, Crona + Munroe, P.A.

LAW, REDD, CRONA & MUNROE, P.A.

Suwannee River Water Management District
Three Year Internal Audit Plan
For the Fiscal Years Ending September 30, 2016 through September 30, 2018

1. 2016
 - a. Procurement of Contracts (Winter 2016)
 - b. Payroll (Spring 2016)
 - c. Cash Receipts and Disbursements – Follow-up on District Corrective Action toward Recommendations in LRCM Internal Audit Report No. 15-01 (Spring 2016)

2. 2017
 - a. Information Technology Controls – Follow-up on District Corrective Action toward Recommendations in LRCM Internal Audit Report No. 14-01
 - b. Contract Management and Monitoring

3. 2018
 - a. Performance Measures
 - b. E-Commerce (P-cards, EFTs, Payment Card Acceptance, etc.)

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
2016 INTERNAL AUDIT WORK PLAN**

Audit Area	Tentative Work Plan	Planned Start Date	Estimated Hours
Planning	<ul style="list-style-type: none"> - Meetings with District Bureau Chief of Administration & Operations - Identify areas of concern - Design of Specific Audit Procedures - Presentation of Audit Plan to District Governing Board 	October 2015	30
Procurement of Contracts	<ul style="list-style-type: none"> - Review District purchasing policies - Identify significant contractual relationships and grants through inquiry of personnel and review of expenditures and District documentation - Test solicitation and award process for compliance with District policy and relevant Florida Statutes - Test renewal or extension of existing contracts for compliance with District policy and relevant Florida Statutes - Perform other tests of compliance as deemed necessary based on the nature of contracts in place at the District 	February 2016	40
Payroll	<ul style="list-style-type: none"> - Review District internal control policies and procedures over payroll - Test a sample of employees to verify authorization of rate of pay - Test of a sample of new hire personnel files to determine accuracy and adequacy of documentation provided to HR and Payroll departments - Test a sample of former employees to determine whether the cutoff of payroll checks was appropriate and that the accrued terminal leave payment was accurately calculated 	May 2016	35
Cash Receipts and Disbursements Follow-up	<ul style="list-style-type: none"> - Make inquiries of District personnel and perform appropriate testing to determine the District's progress in addressing LRCM's recommendations in Internal Audit Report No. 15-01, Regulatory Permitting Fee Collection and Cash Disbursements Processes, dated April 16, 2015 	May 2016	10
Reporting	<ul style="list-style-type: none"> - Preparation of Internal Audit Reports - Presentation of Draft Report to District Bureau Chief of Administration & Operations - Presentation of Final Audit Report to Governing Board - Upon request, provide copies of work papers to External Auditor 	June 2016	25

Total Hours	140.00
Estimated Blended Hourly Rate	\$153.00
Subtotal	\$21,420.00
Travel (s. 112.061, F.S.)	\$1,000.00
Estimated Fee	\$22,420.00

Estimated Blended Hourly Rate

	<u>Hourly Rate</u>	<u>Per Cent Utilized</u>	<u>Extension</u>
Partner	\$220	20%	\$ 44.00
Manager	\$155	20%	31.00
Senior IT Auditor	\$140	30%	42.00
Senior Auditor	\$120	30%	<u>36.00</u>
	Blended Rate		<u>\$ 153.00</u>

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Approval of Qualified Real Estate Appraisers and Review Appraiser List for Fiscal Year (FY) 2016.

RECOMMENDATION

Staff recommends Governing Board approval for staff to utilize the current Florida Department of Environmental Protection (DEP) Approved list of firms for real estate appraisal services or appraisal review services for FY 2016.

BACKGROUND

To ensure a consistent level of quality in appraisals and appraisal reviews, and to reduce costs, staff recommends approval to utilize DEP approved appraisers for appraisals or appraisal review services. A copy of the current DEP approved list is attached. Utilizing the DEP list will significantly increase the number of qualified appraisers available to the District from the current list of eight to over two hundred appraisers, sixteen of which are on our current list or within counties in the District. All of the firms on the current District's approved appraiser list are included in the DEP list.

Staff will utilize the approved list through competitive bidding to obtain the best possible appraisal and appraisal review services at the most reasonable cost.

AKR/pf
Attachments

Alachua

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Andrew V. Santangini, Jr., MAI Andrew V. Santangini, Jr.	1109 NW 23rd Avenue, Suite B Gainesville, FL 32609	office:(352)376-3351 fax:(352)376-3118 cell:(352)538-2390	Santang1109@gmail.com

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Washington

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MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration & Operations
DATE: September 30, 2015
RE: Renewal of Approved Surveyors List for Fiscal Year (FY) 2016

RECOMMENDATION

Staff recommends Governing Board renew the attached list of approved surveyors for FY 2016.

BACKGROUND

To ensure a consistent level of quality in surveys performed for the District, and to reduce administrative costs, staff advertised a Request for Qualifications (RFQ) for surveyors and surveying firms in August 2013.

The Governing Board approved the following list of surveying firms at its October 2013 meeting and approved renewal of the list at its October 2014 meeting. All approved firms are state-licensed surveying businesses.

For projects below the competitive negotiations threshold, Staff issues an invitation to bid to the approved list of surveyors for each survey assignment. Contracts will continue to be awarded on a low-bid basis and each contract will include a late penalty of one percent of fee per day of lateness.

AKR/pf
Attachments

Approved Surveyor List

FIRM	Address
AMEC	404 SW 140 th Terrace Newberry, FL 32669
Bartram Trail Surveying, Inc.	1501 CR 315, Suite No. 106 Green Cove Springs, FL 32043
Booth, Ern, Straughan & Hiott, Inc.	350 N Sinclair Ave. Tavares, FL 32778
David L. Goodman, P.S.M.	PO Box 29 Perry, FL 32348
Delta Professional Land Services, LLC	114 West Green Street Perry, FL 32347
George F. Young, Inc.	1905 South Main Street Gainesville, FL 32601
Hyatt Survey	11007 8 th Ave. East Bradenton, FL 34212
Land Sea & Air Surveying	1605 Chase Hammock Rd. Merritt Island, FL 32953
Land Surveyor, Inc.	18392 US Hwy 301 N. Starke, FL 32091
LD Bradley Land Surveyors	5773 Normandy Blvd. Jacksonville, FL 32205
Pardue Land Surveying Matthew Munksgard	PO Box 865 Chiefland, FL 32644
Pickett Surveying & Photogrammetry	475 South First Ave. Bartow FL 33830
Poppell Surveyors	PO Box 649 Madison, FL 32341
Sherman Frier & Associates, Inc.	PO Box 580 Live Oak, FL 32064
Southeastern Surveying and Mapping Corporation	1130 Hwy 90 Chipley, FL 32428
Southeastern Surveying, Inc.	601 N St. Augustine Rd. Valdosta, GA 31601
Wantman Group, Inc.	2035 Vista Parkway West Palm Beach, FL 33411

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration and Operations
DATE: September 30, 2015
RE: Approval of Revised Finance and Accounting Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the revised Finance and Accounting Policy.

BACKGROUND

Staff has been systematically updating District policies and procedures in order to increase accountability, transparency, and efficiency.

Staff developed the attached Finance and Accounting Policy to address preliminary audit concerns regarding internal controls and oversight.

TGG/pf
Attachment

FINANCE AND ACCOUNTING POLICY

Effective: September 28, 2015

PURPOSE

The purpose of this policy is to establish internal controls, oversight and consistency in financial transactions and accounting practices. The sections of this policy are as follows:

- Financial Accounting and Records Management
- Banking and Bank Accounts
- Receipts and Deposits
- Processing of Invoices
- Check Register and Check Writing Procedures
- Petty Cash Procedures
- Payroll and Time Accounting
- Property Procedures
- Investment of District Funds
- Dishonored Check Procedures
- Unclaimed Checks Procedure

Financial Accounting and Records Management

AUTHORITY: Executive Director

POLICY: To maintain accounting, auditing and financial reporting practices in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and the recommendations and interpretations of Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

Accounting Systems

The District will use and maintain computerized accounting systems which are capable of producing detailed and summary accounting and/or financial data sufficient to meet the needs of the District. The needs of the District shall include the capability to produce or provide information sufficient for the District to adequately respond to all accounting, auditing and financial reporting requirements imposed upon the District by GAAP, GASB and GAAFR authority.

Subsidiary Systems

A property system will be maintained to account for the fixed assets of the District, including lands and associated improvements. District staff will regularly reconcile subsidiary records to the general ledger control accounts and assure that capital asset disposals are properly recorded and recognized in the District's records.

Reports

The Finance Team in the Administration and Operations Division, using information extracted from or generated by the automated accounting system, will produce periodic, monthly or annual reports as needed. Financial statements, monthly cash report, and other reports as needed will

Finance and Accounting Policy - Revised September 28, 2015

be produced and presented to the Governing Board at regular monthly meetings. As part of the monthly financial statement closure process, financial statements are generated from the general ledger accounting system. These statements provide month-to-date and year-to-date actual information as well as a comparison to the current-year budget. Financial statements are submitted to management of the District, including the Executive Office, Division Directors and Program Managers for their review and certification. These persons are responsible for reviewing the statements for unusual or unexpected items and contacting the Finance Team with any questions or concerns.

District Budget

See Budget Policy

Maintaining Current Data in Accounting Systems

All fiscal transactions are driven by the accounting system. Data input of detail activity is a continual effort to ensure prompt processing of fiscal transactions such as deposit of funds, payment of invoices, etc., and to provide accurate data for reports generated by the system or from information extracted from the system.

Banking and Bank Accounts

AUTHORITY: Governing Board; Executive Director

POLICY: To establish and maintain bank accounts for the handling of District funds and to maximize earnings through the investment of idle cash.

Selecting Banking Institutions

The selection of financial institutions for the maintenance of payroll, accounts payable and investment functions shall be determined by a competitive bid process using the factors of: location, services offered, account charges, and earnings. The authority for approving a banking institution and establishing bank accounts is the Governing Board.

Unless directed otherwise by the Governing Board, the District shall utilize the State Board of Administration (SBA) and the Special Purpose Investment Account (SPIA) for its primary investment activity accounts.

Accounts

The District depositories consist of a depository checking account, accounts payable account, and two permit fee accounts. The District may invest monies in earnings accounts in institutions other than, or in addition to, SBA and SPIA as directed and authorized by the Governing Board. Upon employee termination the employee shall be removed from all bank accounts no later than the final day of employment.

Interest Earnings Accounts

The District shall monitor cash balances on a periodic basis (monthly minimum) and transfer idle cash to interest-bearing deposit accounts to the maximum extent possible. Interest allocation should be allocated to the specific fund that produced the earnings on a monthly basis.

Transfer Authority

The persons authorized to transfer funds between banks and bank accounts may not necessarily be authorized to make changes to the accounts. The Governing Board shall designate employees who are authorized to transfer funds from the bank accounts.

The Governing Board authorizes the Executive Director, Assistant Executive Director, Administration and Operations Division Director, and select members of the Finance Team (excluding the Finance Officer) to transfer funds between banks and bank accounts. Emails requesting transfers are required and bank confirmations must be retained.

The Governing Board authorizes a banking agreement with each bank designating specific accounts to which transfers are authorized and the persons authorized to transfer funds. No one employee will have permissions to open, close, or edit a banking agreement or make changes to existing accounts. A minimum of two employees will be needed to make these changes.

Receipts and Deposits

AUTHORITY: Florida Statutes, Florida Administrative Code, Executive Director

POLICY: All monies received by the District shall be processed for deposit in the prescribed manner. Money is defined as cash, check, cashier's check or money order. A cash receipt, as used in this procedure, also means money. These procedures apply only to monies received in the District that are payable to the District. Monies received in the District that are payable to a company, firm or person other than the District will require special handling and will not be listed on a transmittal sheet and **MUST NOT** be restrictively endorsed.

Monies Received Through the Mail

The headquarters location of the District is 9225 County Road 49, Live Oak, FL 32060.

All mail, including express mail services such as UPS, Federal Express, etc., shall be delivered to the reception desk. Upon determining the mail contains money, the following procedure shall be followed:

All cash receipts shall be listed on an approved Daily Cash Transmittal Form which shall include, at a minimum, the transmittal date, pre-printed receipt number if applicable, a detail of who the money is remitted by, check number if applicable, total number of receipts, total dollar amount of receipts, date, and signatures of transmitting and receiving employees. All checks shall be restrictively endorsed with the District stamp at the point of mail opening. The Daily Cash

Transmittal Form and monies shall be verified by two employees other than the Receptionist and forwarded daily to the Finance Team.

If money is received for any other purpose, the transmittal form, cash receipts and all accompanying documentation shall be completed and hand delivered to the Finance Team in the prescribed manner.

Pre-numbered Receipt Forms

The District shall have pre-numbered receipt forms available for monies that are received in person. All monies shall be receipted.

The Finance Team is the official custodian of all receipt forms and will account for all receipt numbers including voided receipts. All receipts should be documented on the Daily Cash Transmittal Form and accounted for monthly as part of the bank reconciliation process.

Completed pre-numbered receipts shall be distributed in the following manner:

- A. Original: Give to applicant or remitter.
- B. Copy: Remain in receipt book for audit purpose.
- C. Record check information and receipt number on the Daily Cash Transmittal Form.

The original receipt shall be given to the applicant or remitter and the copy shall remain in the receipt book. If a receipt needs to be voided, it should be marked "VOID" in the receipt book.

Permitting Revenue

All monies received by a permitting division shall be processed in the following manner:

If a permitting applicant gives money to an employee of the District, they shall direct the individual to the Receptionist. The Receptionist will immediately prepare a pre-numbered receipt, and give the original copy to the remitter. The copy remains in the receipt book. These funds will also be documented on the Daily Cash Transmittal Form for the day.

It is important for the permit number to be included on the Daily Cash Transmittal Form and the pre-numbered receipt form, if applicable. Periodically, permit revenue will be reconciled to the General Ledger by the Finance Officer or another member of the Finance Team.

Monies received in any manner not previously described shall immediately be hand-carried to the Receptionist for processing.

Bank Deposits

All monies received in the District shall be deposited in the appropriate bank account as soon as possible but no later than seven calendar days from the end of the week in which the monies were received in the District.

Processing of Invoices

AUTHORITY: Executive Director

POLICY: The District follows state guidelines and requires that invoices be processed for payment within 30 days of receipt of invoices, receipt of goods or services, and inspection and approval of goods.

PROCEDURE:

To ensure prompt payment of invoices, two dates must be shown on the face of the invoice: a stamped date of when the invoice was received; a posted date stamp of when the BRS has processed the invoice for payment. If a packing slip exists, it must be attached to the invoice with a visible stamped date of when the goods were received.

Headquarters Office

When goods or services are purchased that do not require a purchase order (rent, telephone, utilities, etc.), the invoice and all copies received should be routed to the Finance Team after they are coded and approved by the Division Director or designee.

The District is exempt from paying both Florida sales tax and federal excise tax. Therefore, when there are materials being purchased that are not on a purchase order, it will be necessary to supply the vendor with the District's tax exemption form if the vendor does not have it on file.

When invoices arrive at the District, they are date stamped, sorted, and forwarded to the proper Division. If the invoices are for contractual services, see Payment of Invoice for Contractual Services policy below.

Accounts Payable Invoice and Check Processing

When the Business Resource Specialist (BRS) receives the invoice, it will be reviewed for accuracy and completeness before it is presented for approval by the Division Director. If the invoice involves a payroll liability, the AP/PR & Benefits Coordinator will receive the invoice and review it for accuracy and completeness. She will compare the invoice to the payroll deductions shown in the General Ledger. Periodically, payroll benefit deductions will be reconciled to the General Ledger by the Finance Officer or another member of the Finance Team. Invoices that are approved for payment by the Division Director are entered by the Division's BRS in the accounting system. The invoices are scanned into the vendor invoice record. The hard copies are filed for reference and audit purposes.

The AP/PR & Benefits Coordinator reviews all invoices entered into the accounting system for accuracy and completeness. Invoices are then marked for payment and the Administration and Operations Division Director is notified the invoices have been marked for payment and await his

approval for check processing. Once the Administration and Operations Division Director approves the invoices for check processing, the AP checks are printed.

Two employees must be present for AP checks to be printed. Once the checks are printed the check number ranges and the number of checks are recorded on a check log. The log is then initialed by the primary check processor and the alternate.

Once printed, the AP checks are given to the Receptionist for mailing. Check copies are matched with the paper invoices and filed in the Administration and Operations Bureau Division for future reference.

Florida law requires that the payment be mailed to the vendor no later than 40 days after receipt of goods or services and receipt of a proper invoice. No more than five days should be taken to inspect and approve the receipt of goods or services. Provisions may be imposed that allow additional time for inspection of goods or services provided that the vendor is made aware of any special provisions prior to accepting the purchase order or contract.

Check Requests

The District has identified certain types of transactions that are administrative in nature, items may be less than \$1,000. Examples include ordering publications and software at catalog prices, paying for memberships or registrations, and other miscellaneous transactions for which an invoice has not yet been received.

A written Check Request Form, indicating the date, purpose, and account code is signed by the Division Director before a BRS enters the invoice into the system. A Check Request Form is available on the SharePoint portal.

A check request may be made at the direction of the Governing Board. An example of this would be Payment in Lieu of Taxes.

Payment of Invoice for Contractual Services

The following procedures are supplemental to the Contractual Services Policy. Please consult this policy for the procedures on procuring and managing contracts.

Upon receipt of the invoice for a contractual service, the invoice is sent to the Contract Manager to review for accuracy. The Contract Manager must confirm the following:

Contract Managers must check the status of the contract via the Contracts Database. No invoices will be paid unless the contract has an "active" status as per the Contract Database.

Contractor invoices should clearly indicate performance of contractual tasks and deliverables and should include that which is required in the executed contract. Contractor invoices should not include any charges for non-deliverable items such as travel time, travel expenses, telephone calls, copying, equipment rental costs, or other related expenses.

Contractors should only invoice for authorized charges. Invoices should not contain references to hours worked or services performed in excess of hours of services authorized in the contract.

If any capital outlay items that will become property of the District are included in the service provided, these capital outlay items must be clearly identified in the invoice in order to allow for the proper inventorying of these items by the Finance Team in the accounting system.

Once the Contract Manager has approved and signed the invoice, the invoice will be sent to the appropriate Division Director to confirm that the services were received and accepted, and to authorize payment. After the Division Director's review, acceptance, and payment authorization, the invoice is entered into the accounting system by the Division's BRSS.

Cashier's Check Procedures

In the event a cashier's check is required to perform a business transaction, a check request will be requested through a SRWMD Check Request Memorandum. The check request will state the reason for the cashier's check as well as direct the check be made payable to "First Federal Bank and Trust, cashier's check payable to *organization requiring the cashier's check*". A Finance staff member will hand-deliver the check to First Federal Bank and Trust to receive the cashier's check.

Voided Check Procedures

In the event an Accounts Payable check needs to be voided, the AP/PR & Benefits Coordinator will be notified immediately. The AP/PR & Benefits Coordinator will write "VOID" across the check and blacken the signature line. An explanation of why the check needs to be voided will be written on the check documentation. All documents corresponding to the voided check will be reviewed by the Finance Officer. If a check must be re-issued, the new check number will be included near the explanation for cross-referencing purposes. The entire voided check documentation will be filed in the locked Finance Room.

Check Register and Check Writing Procedures

AUTHORITY: Governing Board

POLICY: The District employs the use of a computer program and laser printer for signing all checks. The laser printer used is located in the Administration and Operations Division. A check register or batch report is generated after printing AP checks. The check register contains the following information:

- A. Vendor Number
- B. Vendor Name
- C. Total Paid
- D. Check Number (system generated)

E. Check Date

F. Batch Total

Valid Signatures

Per Florida Statute two signatures are required on all checks: Chairman of the Governing Board and the Treasurer of the Governing Board. In the event the laser printer quits working or an emergency check needs signing, an alternate printer may be used.

Check Printing Processors

The AP/PR & Benefits Coordinator is the primary check printing processor and there is a designated alternate check printing processor within the Finance Team.

Vendor Database

The Administration and Operations Division Director shall appoint the Contracts and Procurement Coordinator to add or update vendor information in the District's accounting system.

Check Requests for Travel, Registrations and Training

Payment for travel reservations and registrations can be made with assigned purchasing cards. Please review the travel policy for current procedures on travel. In the event a purchasing card is not used, checks for travel reservations, meals and registrations in accordance with Chapter 112.061 (13), F.S., should be requested by the Division's BRS. A Check Request Form, indicating the program and account code and signed by the Division Director, is required before the BRS can process the check for payment. Standard processing time for a check request coordinates with the Accounts Payable schedule. These checks may be for an amount of \$1,000 or greater with appropriate approvals as documented in the latest Travel policy. These checks will be issued in conformance with the check writing procedures above.

Petty Cash Procedures

AUTHORITY: Florida Statutes, Executive Director

POLICY: It is the policy of the District to provide a petty cash account for making small purchases (\$30 limit) which cannot be made through the normal purchasing procedures or for amounts too small to justify single voucher processing.

Custodian of Petty Cash Account

The Administration and Operations Division Director shall designate a person in the Finance Team as the custodian of the petty cash account for the District. The Administration and Operations Division Director shall perform a quarterly audit of the petty cash fund.

Fund Balance

The petty cash account has an authorized amount of \$350 which must be accounted for at all times. Cash and paid receipts together must equal the authorized balance amount.

Replenishment of Petty Cash

The petty cash account shall be replenished periodically so it never becomes depleted. An expenditure voucher supported by receipts charged against the account shall be processed to obtain a check payable to "Petty Cash". The supporting documentation used to justify the petty cash replenishment shall be filed with the disbursement voucher. Charges against the petty cash account shall be entered into the accounting records to properly document the expenditures charged.

Reimbursements from Petty Cash

All reimbursements from petty cash must meet the following requirements:

- A. The expense must be necessarily incurred by the employee in the performance of his/her official duties.
- B. All reimbursements must be supported by a paid receipt that includes the account code.
- C. For each petty cash reimbursement, a "Petty Cash Confirmation Form" must be completed and signed by the employee requesting reimbursement along with the Division Director

Payroll and Time Accounting

AUTHORITY: Executive Director

POLICY: Every employee filling an established position will be compensated according to an agreed upon rate of pay. District employees will be paid on a bi-weekly schedule with the pay day being designated as the Thursday following the end of the pay period. Please reference the Attendance and Leave Policy, updated February 2, 2015, for procedures on attendance and leave accrual and use.

Time Sheet Submission for All Employees

All employees must complete a system automated time sheet at the end of each bi-weekly pay period. Hourly employees are paid based on the number of hours actually worked and documented.

All work hours must be charged against the appropriate Governor's Office Codes and Project codes.

All leave hours must be charged against the appropriate type of leave (annual, compensatory, leave without pay, sick, holiday, including personal holiday and administrative).

The time sheet must be completed and submitted electronically by the employee to the Program Manager and/or the appropriate Division Director before being forwarded to the AP/PR & Benefits Coordinator. In exceptional circumstances, employees may submit a printed timesheet.

Time sheets are due in the Accufund Portal by 5:00 p.m. on Friday at the end of the bi-weekly pay period. The Administration and Operations Division may require time sheets be completed and submitted earlier if a holiday or other extenuating circumstances make it necessary for the AP/PR & Benefits Coordinator to process payroll earlier in order to pay the employee by the scheduled pay day.

Employees who are absent on the Friday at the end of the bi-weekly pay period must make arrangements with their supervisor for their time sheet to be completed and posted by the due date.

Mandatory Payroll Deductions

- A. Federal Withholding Tax: The District automatically deducts federal withholding tax according to the number of exemptions claimed and amount designated on the most recent W4 form submitted by the employee.
- B. Social Security (FICA): The District automatically deducts a percentage amount up to an established maximum from each employee's salary. The District then "matches" this amount. The percent and maximum are established by the U.S. Congress, and are subject to change each year. Contact the AP/PR & Benefits Coordinator for the most up-to-date information.
- C. Florida Retirement System (FRS): Effective July 1, 2011, FRS members must contribute three percent (3%) of their salary as retirement contributions, on a pre-tax basis (the salary is reduced by the amount of the employee contribution before determining the federal income tax deduction). The District will automatically deduct the employee contributions.
- D. Deferred Retirement Option Program (DROP): Members participating in DROP and re-employed retirees who are not allowed to renew membership will not be required to make three percent (3%) contributions.

Withholding Exemption

Withholding exemptions and additional withholding can only be affected by completing a new W-4 form.

W-2 Statements

W-2 statements are issued by the District each January to all persons paid salaries by the District during the previous calendar year. One set of W-2 statements will be issued per employee.

If an individual was employed by more than one agency during the year, the employee will receive a W-2 from each employer.

If an employee loses the W-2 statement, the AP/PR & Benefits Coordinator will prepare and issue a duplicate statement on a one-time only basis.

Patient Protection and Affordable Care Act (ACA)

According to the ACA, the District is required to offer healthcare coverage to all full-time employees. Since the District is considered an “applicable large employer” (ALE), the District must offer “minimum essential coverage.” ALEs must report healthcare coverage information to the IRS and provide each full-time employee with a statement containing the same information as the IRS report.

The new information reporting system is similar to the current Form W-2 reporting system in that an information return will be prepared for each applicable employee as well as an additional form to be filed with the IRS. The filing requirements are based on an employer’s health plan and number of employees. Forms will be filed by the insurance company to report individuals covered by insured employer-sponsored group health plans. Similar to the W-2 statement, these statements will be issued based on insurance activity during the previous year. These statements will be issued to all employees who were offered health care through the District.

Miscellaneous Deductions

Miscellaneous deductions will begin, change or stop only upon receipt of a written authorization signed by the employee indicating the action to be taken and the amount. Deductions such as levies by the Internal Revenue Service will be initiated upon receipt of written notice from the appropriate legal authority. Miscellaneous deduction forms are available from the AP/PR & Benefits Coordinator or the agency receiving the deduction.

Employee Status Changes

The Governing Board and Human Resources Coordinator will add employees and pay rates into the HR Module within the accounting system. The AP/PR & Benefits Coordinator will add employee banking information into the Payroll module within the accounting system. Updates entered into the Human Resources module automatically reflect in the Payroll module. The AP/PR & Benefits Coordinator will then verify the information entered into the accounting system to the Personnel Action Form for accuracy and completeness.

Direct Deposit and Electronic Funds Transfer (EFT)

Direct deposit is mandatory for all District employees. Before the EFT file or wire transfers are processed by the AP/PR & Benefits Coordinator, written or electronic approval of the Finance Officer is required. If the Finance Officer is not available, the Administration and Operations Division Director or member of the Finance Team will serve as the alternate.

Pay check stubs are available through the District Accufund Portal.

Other Provisions Affecting Payroll and Time Accounting

Federal and state laws and District personnel rules, policies and procedures may also contain provisions affecting payroll and time accounting not covered in this procedure. If any conflict arising between those provisions and this procedure occurs, the laws, rules and policies shall prevail.

Property Procedures

AUTHORITY: Chapters 274, 373, Florida Statutes, Executive Director, Governing Board

POLICY: To provide an effective and efficient system for the receipt, accountability, transfer and maintenance of all District property.

Definitions

- A. Property: Items meeting the definition of Operating Capital Outlay.
- B. Operating Capital Outlay: Equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more.
- C. Property Administrator: An individual employed by the District, assigned by the Administration and Operations Division Director having an overall responsibility for managing the assignment, accountability, transfer and disposal of all District-owned property, but not directly responsible for custody of property belonging to each division.
- D. Property Custodian Delegate: An employee who is designated by the Division Director to be responsible to the District and the Property Administrator for the property accountability in his/her division.

Assignment of Property

Each division shall be responsible for assigning items of property within the division to a specific room number. Property should be properly safeguarded and accounted for by the employee responsible for the area in which it is located. Property purchased by, or transferred to, a division should be immediately assigned to a room.

Receipt of Property

After property has been ordered and received, the receptionist shall complete a Receiving Form to acknowledge receipt of the property. The purchase order document and Receiving Form shall be immediately forwarded to the Finance Team upon receipt, inspection, signature of recipient and tagging of the property.

Property Purchased by Contractors

Property purchased by contractors as a result of professional service contracts with the District remains the property of the District. When the District is invoiced for such equipment, the project manager will provide the Finance Team the required information so the property can be accounted for properly in the accounting system. A tag number will be assigned to the property before it is assigned to a staff member.

Property Asset Tag

The property asset tag number is assigned and tagged by the Receptionist before the item is distributed and assigned to the employee. The asset tag will be affixed in a location which is readily visible and consistently placed on all like items.

Items costing less than \$1,000 but determined to be an "attractive" item (that which can be readily carried away and sold or used for personal purposes) should be maintained on a separate internal inventory database within each division and inventoried annually. A few examples of "attractive" items would be cameras, iPads, and power tools.

Transfer of Property

Property items assigned to a specific Division Director must remain in the assigned location when not in use. Any physical transfer of property to another property custodian delegate must be documented in an email to the Property Administrator in the Administration and Operations Division.

Loaned Property

Property loaned to another division must be documented in an email to the Property Administrator in the Administration and Operations Division.

Lost, Missing or Stolen Property

When an item has been lost or is missing, the property custodian delegate shall make a detailed written report in memorandum form (email is acceptable) and routed through his/her Division Director, identifying the property by tag number, item number, serial number, and description. The report will be directed to the Property Administrator and shall include the time, place and circumstances associated with the loss of the item.

Known or suspected stolen property shall be reported to the appropriate law enforcement agency, and a copy of the law enforcement agency's report should be attached to the property custodian delegate's report. The above procedure should be followed when items are discovered missing.

Missing items will not be deleted from the inventory until six months have passed, during which time a diligent search for the item is conducted. If, after six months the item is still missing, the Property Administrator will prepare a request to delete the missing item from the official property inventory records. Upon approval from the Governing Board, the item will be disposed of in the inventory records and the accounting records will be adjusted accordingly.

Disposal of Property

As a result of changes in technology, changes in District program priorities, functional obsolescence, and overall wear and tear, certain items of District property will lose their utility. In instances where the value of those items (purchase price) is \$1,000 or more, a Division Director will execute a Certification of Surplus Property form and forward to the Administration and Operations Division Director.

Once the Administration and Operations Division Director has approved the Certification of Surplus Property form, the property will be physically transferred to the custody of the Property Administrator who will secure storage until the time of disposal.

All disposals must be performed in accordance with Chapter 274, F.S., and these instructions:

- A. Items declared to be surplus to the needs of the District, in unusable (scrap) condition or in such poor state of repair that it is no longer fiscally feasible to continue to maintain the item, shall be listed for disposal. The request for disposal listing shall contain the following information:
 1. description of the item (include serial number of the item, if applicable)
 2. property control number assigned to the item
 3. age
 4. costs or value at time of acquisition
 5. estimated current value (vehicles only)
 6. reason for determination to surplus the item

- B. Upon disposal approval by the Governing Board, the item(s) will be disposed of in accordance with established guidelines and removed from the active inventory files. The District property control number will be removed from the item prior to the disposal of the item. The removed property inventory decal will be forwarded to the Property Administrator with a statement citing the method of disposal. Surplus property items not wanted by other water management districts or counties within the jurisdiction of the District may be disposed of by: donation to public and non-profit entities, pre-priced public sale, sealed bid sale, landfill disposal or in any other manner prescribed by the Director, Division of Administration & Operations Division, and in accordance with Chapter 274, Florida Statutes.

Finance and Accounting Policy - Revised September 28, 2015

If capital equipment is used as trade in, the Division Director must obtain prior Governing Board approval to declare the trade-in equipment as surplus. The vendor of new equipment must certify the value credited for the trade-in equipment.

The disposal record will be retained by the Property Administrator for a period of three years provided the audit is completed for the year of disposal.

Property Inventory System/Physical Inventory

The Property Administrator in the Administration & Operations Division will maintain an automated, current, detailed accounting Sub-system for all operating capital outlay owned by the District.

Once each year, preferably near the end of the fiscal year, a physical inventory of all assigned fixed assets will be conducted. The Property Administrator will provide to each property custodian delegate a printout of all property assigned to the division represented by the delegate.

The delegate will perform a physical inventory of all property physically located within his/her division. Items found which are on the inventory will be marked with the signature of the person who physically located the item. Items found which are not shown on the inventory will be added to the inventory either by notations on the inventory, or on a sheet attached to the inventory. Items on the inventory but not physically located will be marked as "not found." It is recommended that the property custodian delegate not personally conduct the inventory alone, but assist another person in conducting the inventory.

The physical inventory will be reconciled to the fixed assets subsidiary ledger by the Finance Officer or another member of the Finance Team.

Investment of District Funds

AUTHORITY: Governing Board, Executive Director

POLICY: It is the intent of the District to maximize earnings by investing idle cash on an ongoing basis.

Cash Management

The Finance Officer or alternate shall monitor cash balances on a periodic basis (monthly minimum) to ensure that non-interest bearing accounts do not excessively exceed the daily cash needs of the District.

Investment Accounts

Interest bearing banking accounts described in the "Banking and Bank Accounts" section of this policy shall be utilized for the investment interest earnings benefits provided.

Monies shall not be invested with independent investment brokerage firms, nor shall they be invested by the District in at-risk stocks, bonds, securities or other ventures without the authorization of the Governing Board.

Dishonored Check Procedures

AUTHORITY: Executive Director

POLICY: It is the District's policy to make a diligent effort to collect all debts owed the District and to recover, via service charges, the costs of handling and processing dishonored checks.

Initial Action by the Finance Team

When a check is dishonored by the bank and returned to the Finance Team, the bank reduces the balance in the account by the amount of the dishonored check. The Finance Team performs the following:

- A. Attempt (one time) to contact the issuer by phone to inform him/her the check "bounced."

Provided that the issuer indicates that they will immediately (within 24 hours) make the check good, the Finance Team may deposit the check again and allow for it to clear, or may instruct the issuer to bring cash, a cashier's check or money order to the District office to replace the dishonored check.

If the check is made good within the 24-hour period, the Finance Team will deposit the replacement funds and document the deposit (file) records accordingly. No entry needs to be made in the accounting system.

- B. If permit applications are involved, the affected program is to be immediately informed of the dishonored check.
- C. If the issuer cannot be contacted or if the response is negative, the Finance Team will prepare a letter from the Finance Officer to the issuer.
- D. A copy of the letter will be forwarded to the program area affected by the dishonored check. The original will be mailed by certified mail to the issuer and a copy will be retained in a suspense file in the Finance Team.

At this point, no action will be taken by the program area, and no entries will be made in the accounting system. (An exception would be to suspend the "clock" on the time period to process a permit application until the check was made good.) The Finance Team will allow ten days from the mailing date of the letter for a response.

Final Action by the Finance Team

If payment (including service charge) is received, the Finance Team will deposit the replacement funds and document the deposit (file) records accordingly. If the service charge does not accompany the payment, the issuer will be invoiced for the service charge. The service charge should not be waived.

If the District has not received a response at the end of the thirty-day waiting period, the Finance Team will take the following actions:

- A. Make the necessary reversing entries in the accounting system to debit the revenue (or accounts receivable) account and credit the cash account.
- B. Prepare a memorandum to the affected program area informing them that the payment received for the stated purpose was negated by the bad check.
- C. Place copies of: (1) the dishonored check; (2) the certified letter; and (3) the memorandum to the program area, in the deposit (file) records along with the code sheet of the reversing entry.
- D. Forward the dishonored check and copies of all correspondence to the affected program area for further action.

This completes the actions by the Finance Team and documents the reason for the initial and reversing entries in the accounting system.

Action by the Affected Program Area

If the initial payment started the "clock" running on a required processing period, the "clock" may be suspended pending receipt of negotiable payment. (This is assuming that rule or law requires payment to accompany the permit application, etc.)

The next action(s) by the program area may be one or more of the following:

- A. Attempt further collection through physical, telephone or mail contact.
- B. Reject the purpose of the payment and return the check and all accompanying documents to the issuer.
- C. Turn over the dishonored check and all other available information to the state attorney for criminal prosecution.
- D. Utilize the services of the District's legal counsel to attempt collection of all appropriate monies due the District for payment and associated costs (service charge, court costs, attorney fees and incurred bank fees).
- E. Utilize the services of a collection agency.

F. Other action as deemed appropriate by the Executive Director and/or the District's legal counsel.

Subsequent Actions

In the event the dishonored check was for payment of a tangible commodity having material value, the District should attempt through legal process to reclaim possession of the item(s) if payment cannot be recovered.

Unclaimed Checks Procedure

If the Finance Team discovers that a check is outstanding for more than 60 days from issuance, then the Finance Team will attempt to contact the vendor by phone and email to determine whether or not the check was received by the vendor.

If phone or email contact cannot be established, the Finance Team will issue a letter to the vendor at the last known address with the following text:

According to our most recent bank statement, the following check payable to you has not cleared our account:

Check Number: _____ Amount: _____ Date: _____

Please review your records and indicate appropriate action:

I have received and deposited the above check. Please mark your records accordingly.

I have received the check and will deposit it as soon as possible.

I have not received the check. Please reissue.

Printed Name: _____

Signed Name: _____

Current Mailing Address: _____

The Finance Team will keep a record of all checks that remain unclaimed. The Finance Team will report unclaimed checks to the State of Florida, Department of Financial Services, no later than May 1 each year. Reporting shall follow the *Florida Unclaimed Property Reporting Instructions Manual*.

Executive Director

Effective Date

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Approval of Resolution 2015-25 Authorization to Amend the Fiscal Year (FY) 2016 Budget with Amendment No. 01 to Include Unanticipated Carry Forward Revenues in the Amount of \$1,762,264 for Ichetucknee Springshed Water Quality Improvement Project, PCS Phosphate (PotashCorp) Eagle Lake and Otter Springs Restoration Project

RECOMMENDATION

Staff recommends the Governing Board approve Resolution 2015-25 to amend the Fiscal Year 2016 Budget from \$43,335,921 to \$45,098,185 to recognize \$1,762,264 in unanticipated carry forward revenues for Ichetucknee Springshed Water Quality Project, PotashCorp Eagle Lake, and Otter Springs restoration project.

BACKGROUND

The Ichetucknee and Otter Springs projects have had unforeseen project delays in FY 2015. During the FY 2016 budgeting process it was anticipated more project completion would have occurred. Additionally, the bids for the Ichetucknee Springshed Water Quality Improvement Project came in higher in cost than estimated. The following is an explanation for the budget increases.

Ichetucknee Springshed Water Quality Improvement Project: The Ichetucknee Springshed Water Quality Improvement Project is a partnership between the District, Department of Environmental Protection (DEP), City of Lake City, and Columbia County. The City's Sprayfield is located on the Ichetucknee Trace. Water recharging the aquifer in this area has been shown to reach the springs in a matter of days. This project consists of designing a conversion of Lake City's slow-rate land application wastewater effluent disposal spray fields into constructed treatment wetlands to reduce nitrogen loading and to provide beneficial recharge into the upper Floridan aquifer in this area of high recharge to the Ichetucknee Springs group. The project will benefit the Ichetucknee Springs group by improving the water quality through reducing Lake City's wastewater nutrient loadings to the Ichetucknee River by an estimated 85 percent. The project has been funded by a FY 2014 springs grant from \$3.9 million from DEP; \$400,000 from the District; \$200,000 from the City of Lake City; and \$100,000 from Columbia County. Engineering design and permitting have been completed. On August 31, 2015 a bid selection committee (consisting of one

representative from the City of Lake City, one representative from Columbia County and 2 representatives from Suwannee River Water Management District) met and selected the lowest bidder. Bid results are reflected in the following table.

Barco-Duval Engineering	\$5,165,490
Anderson Columbia	\$5,990,549
Enviro Tech Systems	\$5,675,220

The remaining available budget amount for the project is \$4,330,155. Coupled with the remaining engineering services contract, salaries, anticipated legal cost, and construction costs the anticipated remaining amount needed is \$5,205,460. The above requested amount is the bid amount of \$5,165,490 minus the 10% contingency. This budget amendment is to request \$405,715 to be used from Water Resource Development/Land Acquisition Restricted Fund Balance to cover the deficient between budget and anticipated cost, and increase the FY 2016 budget with the remaining unanticipated carry forward funds from FY 2014 FDEP Springs Projects Fund Balance in the amount of \$303,174; for a budget amendment in the amount of \$708,889. This project is included in the District's Florida Forever Work Plan 2015 Annual Update.

PotashCorp Eagle Lake: The Project will facilitate the recovery of a portion of the water from Eagle Lake that would otherwise be discharged to Swift Creek and the Upper Suwannee River. This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. The recovered surface water will be redirected to PotashCorp mining operations and therefore reduce the amount of groundwater makeup-water required for mining operations. When excess water is available in Eagle Lake and the new pumping system is in operation, the wells will be placed in standby. This reduction in groundwater pumpage will benefit spring flows in the Upper Suwannee River. This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. Approximately 110,000 lbs/year of total phosphorous and 140,000 lbs/year of total nitrogen (primarily as ammonia) will be removed. Provide up to 20 MGD reduction in groundwater pumpage by using lower quality surface water when available. Benefit spring flows along the Upper Suwannee River in the river reach between White Springs and Ellaville. The project will be funded by a \$3.07 million springs restoration grant from the State of Florida. The grant will be used to fund construction of the project. Due to contractual delays the estimated \$1,000,000 in project funds were not spent in FY2015 as expected, the District is requesting to increase the FY 2016 budget by the unanticipated remaining amount of \$1,000,000 for this project.

Otter Springs Restoration: The areas surrounding Otter Springs have been consistently eroding, and sediments, retaining walls and sand have been washing into the spring vents for years, which are altering the magnitude of flow from the springs. In FY 2014, the Suwannee River Water Management District (District) budgeted a spring's restoration project at Otter Springs in the amount of \$140,000. Funding for this project is from Fund Balance Projects Operations WMLTF Restricted Fund Balance. The Suwannee River has recently come up again and delayed completing the remainder of the Otter Springs Restoration Project. Due to the river being at flood stage multiple times during the past two years and permitting delays, the restoration work at Otter Springs was unable to be completed during the FY 2014 and FY 2015 budget years. This project is approximately 70% complete. Due to these

delays, the unanticipated remaining amount of \$53,375 to complete the Otter Springs restoration project will be needed. The District is requesting to increase the FY 2016 budget by \$53,375 for this project.

The combined budget amendment request for the Ichetucknee Springshed Water Quality Improvement Project, PotashCorp Eagle Lake, and Otter Springs Restoration totals \$1,762,254.

DD/pf
Attachments

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (01)-(2016)

September 30, 2015

representatives from Suwannee River Water Management District) met and selected the lowest bidder. Bid results are reflected in the following table.

Barco-Duval Engineering	\$5,165,490
Anderson Columbia	\$5,990,549
Enviro Tech Systems	\$5,675,220

The remaining available budget amount for the project is \$4,330,155. Coupled with the remaining engineering services contract, salaries, anticipated legal cost, and construction costs the anticipated remaining amount needed comes to \$5,205,460. The above requested amount is the bid amount of \$5,165,490 minus the 10% contingency. This budget amendment is to request \$405,715 to be used from reserves to cover the deficient between budget and anticipated cost(unless another appropriate source is identified), and increase the budget by the remaining unanticipated carry forward funds from FY2014/2015 in the amount of \$303,174; for a total budget amendment of \$708,889.

PotashCorp Eagle Lake: The Project will facilitate the recovery of a portion of the water from Eagle Lake that would otherwise be discharged to Swift Creek and the Upper Suwannee River. This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. The recovered surface water will be redirected to PotashCorp mining operations and therefore reduce the amount of groundwater makeup-water required for mining operations. When excess water is available in Eagle Lake and the new pumping system is in operation, the wells will be placed in standby. This reduction in groundwater pumpage will benefit spring flows in the Upper Suwannee River. This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. Approximately 110,000 lbs/year of total phosphorous and 140,000 lbs/year of total nitrogen (primarily as ammonia) will be removed. Provide up to 20 MGD reduction in groundwater pumpage by using lower quality surface water when available. Benefit spring flows along the Upper Suwannee River in the river reach between White Springs and Ellaville. The project will be funded by a \$3.07 million springs restoration grant from the State of Florida. The grant will be used to fund construction of the project. Due to contractual delays the estimated \$1,000,000 in project funds were not spent in FY2015 as expected, the District is requesting to increase the FY 2016 budget by the unanticipated remaining amount of \$1,000,000 for this project.

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 did not anticipate carrying forward this grant funding during the FY 2015 budget development process so it was not included in the final adopted budget.

WMD BUDGET AMENDMENT REQUEST FORM

SRWMD AMENDMENT (01)-(2016)

September 30, 2015

PROJECT					
PROGRAM ACTIVITY SUBACTIVITY	Current Budget	Expenditures to Date	Encumbrances	Available Budget	Amount Requested
2.3	\$10,275,114	\$0	\$0	\$10,275,114	\$762,264
2.2.1	\$12,242,084	\$0	\$0	\$12,242,084	\$1,000,000
TOTAL	\$22,517,198	\$0	\$0	\$22,517,198	\$1,762,264
SOURCE OF FUNDS					AMOUNT
WMLTF Springs (Fund 8)					\$53,375
2014 Springs Funding (Fund 4)					\$303,174
Reserves					\$405,715
2015 Springs Funding (Fund 6)					\$1,000,000

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 FY 2015/2016 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 FY 2015/2016 Budget will be the increase in revenues of \$53,375 from WMLTF Springs Restoration Funds, \$303,174 from 2014 Springs Funding (Fund 4), \$405,715 from Reserves, and \$1,000,000 from 2015 Springs Funding (Fund 6); for total increase of \$1,762,264.

DD/pf

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2015-25

AMENDING THE FISCAL YEAR (FY) 2016 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. 2015-25, after a public hearing on September 22, 2015, 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, 2015 through September 30, 2016; 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, 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 September 30, 2015, requesting Amendment No. 01, to the Fiscal Year (FY) 2016 budget.
2. Budget Amendment No. 01 provides an increase in budget authority and revenue in the amount of \$1,356,549 in unanticipated carry forward revenues for Ichetucknee Springshed Water Quality Improvement Project, PCS Phosphate (PotashCorp) Eagle Lake and Otter Springs restoration.
3. Budget Amendment No. 1 also provides an increase in the budget authority and revenue in the amount of \$405,715 from the Water Resource Development/Land Acquisition Restoration Fund Balance for the Ichetucknee Springshed Water Quality Improvement Project.
4. The total increase in budget authority and revenue for Amendment No. 1 is \$1,762,264 to the FY 2016 budget.

PASSED AND ADOPTED THIS 13th DAY OF OCTOBER, 2015 A.D.

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

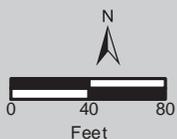
MEMBERS OF THE BOARD:

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

ATTEST: _____



Figure 1
Otter Springs Restoration Project
Gilchrist County, Florida



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 9/22/2015

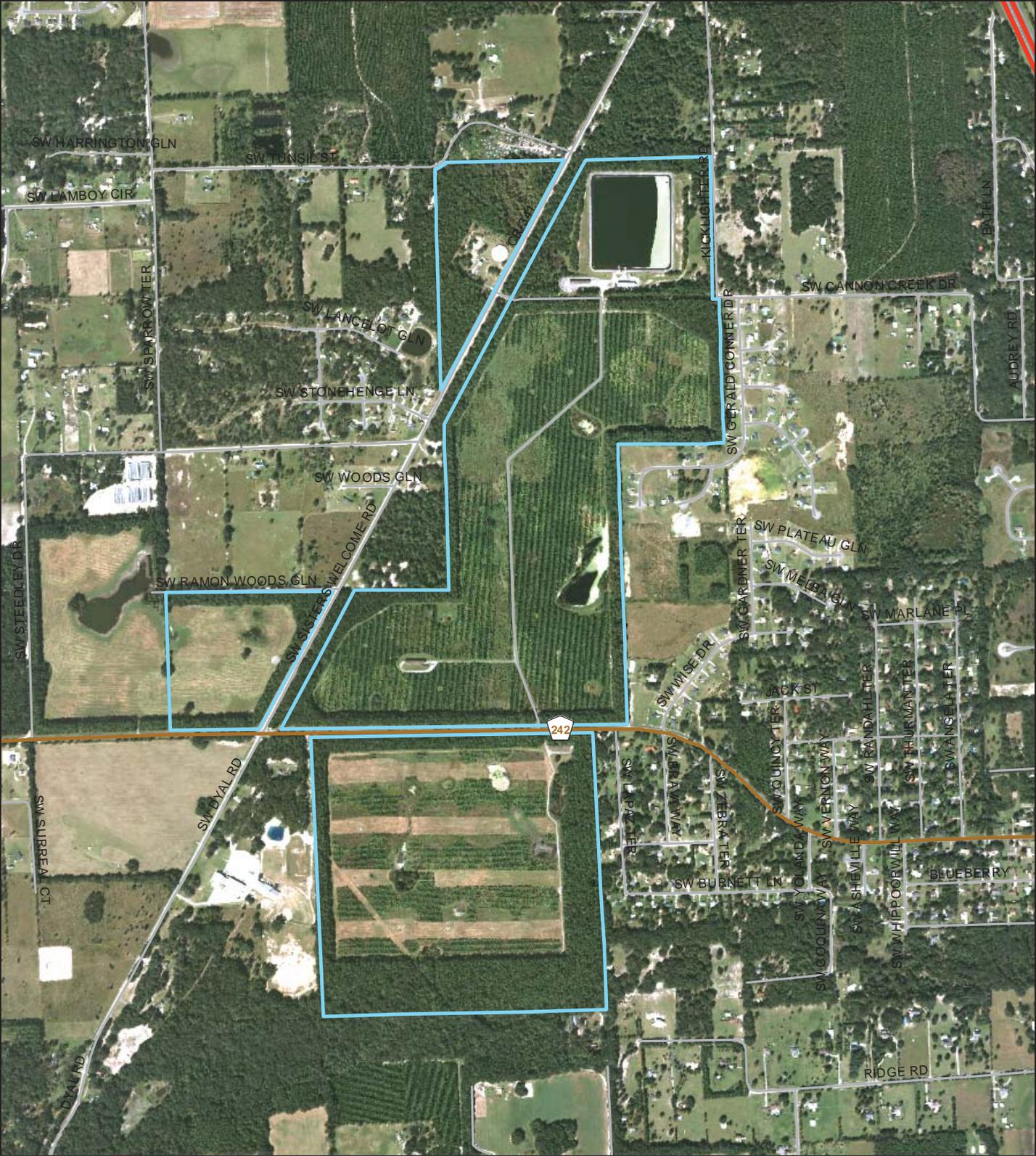
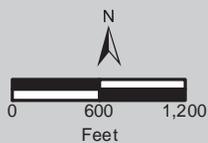


Figure 2
 Ichetucknee Springshed Water Quality Improvement Project

Columbia County, Florida



- Lake City Spray Field
- Interstate HWY
- County Roads



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 9/22/2015

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration and Operations
DATE: September 30, 2015
RE: Approval of Agreement with PCS Phosphate (PotashCorp) for the Eagle Lake/Upper Suwannee River Enhancement project

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute an agreement with PotashCorp for the Eagle Lake/Upper Suwannee River Enhancement Project.

BACKGROUND

The Eagle Lake/Upper Suwannee River Springs Enhancement Project is a Private-Public Partnership with PotashCorp and the Suwannee River Water Management District. The goals of the Project are to:

- Reduce the nutrient loading to the Upper Suwannee River,
- Reduce withdrawals from the Upper Floridan aquifer (UFA) by up to 20 million gallons per day (mgd), thereby benefitting spring flows.

The Project will facilitate the recovery of a portion of the water from Eagle Lake that would otherwise be discharged to Swift Creek and the Upper Suwannee River. This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. The recovered surface water will be redirected to PotashCorp mining operations and therefore reducing the amount of groundwater makeup-water required for mining operations. When excess water is available in Eagle Lake and the new pumping system is in operation, the wells will be placed in standby. This reduction in groundwater pumpage will benefit spring flows in the Upper Suwannee River.

PROJECT BENEFITS

- This reduction in flow from Eagle Lake will reduce total nutrient loading to the river reach between the White Springs and Ellaville gages. Approximately 110,000 lbs/year of total phosphorous and 140,000 lbs/year of total nitrogen (primarily as ammonia) will be removed.
- Provide up to 20 mgd reduction in groundwater pumpage by using lower quality surface water when available.
- Benefit spring flows along the Upper Suwannee River in the river reach between White Springs and Ellaville.

BUDGET

The project will be funded by a \$3.07 million springs restoration grant from the State of Florida. The grant will be used to fund construction of the project.

The receipt of funds was approved during the December 2014 Governing Board meetings. The following attached agreement has been reviewed by legal counsel and PotashCorp. The agreement was pending a grant agreement amendment from Florida Department of Environmental Protection and is attached as well.

DD/pf
Attachment

CONTRACT BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
PCS PHOSPHATE
FOR
THE EAGLE LAKE / UPPER SUWANNEE RIVER
SPRINGS ENHANCEMENT PROJECT

THIS CONTRACT is effective this ____ day of _____, 2015, by and between the DISTRICT (as defined below), and the LAND OWNER (as defined below), who for and in consideration of the terms and conditions set forth herein do covenant and agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.
 - 1.1 *CONTRACT* shall mean this Contract between the DISTRICT and the LAND OWNER.
 - 1.2 *CONTRACT TERM* shall mean the time period beginning on the EFFECTIVE DATE and ending on the last day of the period where construction of the PROJECT is complete as determined by the DEP (as defined below).
 - 1.3 *DEP* shall mean the State of Florida, Department of Environmental Protection, an agency of the State of Florida.
 - 1.4 *DEP AGREEMENT* shall mean DEP AGREEMENT NO. S0786 (Amendment 1), STATE OF FLORIDA GRANT AGREEMENT PURSUANT TO LINE ITEM 1645 OF THE 2014-2015 GENERAL APPROPRIATION ACT entered into between DEP and the DISTRICT a copy of which is attached hereto as Exhibit "A".
 - 1.5 *DISTRICT* shall mean the Suwannee River Water Management District, a special taxing district organized under Chapter 373 of Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060.
 - 1.6 *EFFECTIVE DATE* shall mean the date the CONTRACT is executed by the last party to execute it.
 - 1.7 *LANDOWNER* shall mean White Springs Agricultural Chemicals, Inc., d/b/a PCS Phosphate, a Delaware corporation, whose address is 1101 Skokie Boulevard, Suite 400, Northbrook, Illinois 60062; Federal Tax ID No. 95-4471376.
 - 1.8 *PERMIT* shall mean water-use permit No. 2-047-219878-6, issued by the DISTRICT.

- 1.9 *PROJECT* shall mean the Eagle Lake / Upper Suwannee River Springs Enhancement Project as described in the DEP AGREEMENT.
- 1.10 *PROPERTY* shall mean that certain tract of real property as referenced in the DEP AGREEMENT as necessary for the PROJECT.
2. Construction and Maintenance of the PROJECT on the PROPERTY. The parties hereby agree that the PROJECT will be constructed and maintained on the PROPERTY on the terms set out in this CONTRACT and the DEP AGREEMENT.
3. PERMIT. The PERMIT is presently held in the name of the LANDOWNER. As a part of the PROJECT, the LANDOWNER shall modify the PERMIT. The modified PERMIT shall reflect a reduction of up to 20 million gallons per day (MGD), when available, of groundwater pumping from the Upper Floridan aquifer to be replaced with surface water from Eagle Lake. For a period of ten (10) years after the issuance of the modified PERMIT, the LANDOWNER shall not seek to further modify the PERMIT without the prior written consent of the DISTRICT. This limitation on the LANDOWNER's ability to further modify the PERMIT shall be shown on the face of the PERMIT as a condition thereof. Thereafter the LANDOWNER shall be the holder of the PERMIT and shall, at the LANDOWNER's sole expense, comply with the conditions of the PERMIT.
4. Construction of the PROJECT. The PROJECT shall be constructed on the PROPERTY in accordance with the plans and specifications as they may be ultimately approved by both the DISTRICT and DEP. The LANDOWNER shall bear the expense for all professional services, labor, construction materials, equipment and supplies necessary to complete the PROJECT, subject to reimbursement, upon approval by the DISTRICT. It shall be the ultimate duty of the LANDOWNER to comply with the requirements of the DEP AGREEMENT, including the obtaining of all approvals from DEP, as required for funding. Should DEP decline to fund the DEP AGREEMENT or any portion thereof, the DISTRICT may likewise decline to fund this CONTRACT. Further should DEP decline to reimburse the DISTRICT for any amounts already paid by the DISTRICT to the LANDOWNER, the LANDOWNER shall either (1) do whatever is necessary to satisfy DEP so that DEP will reimburse the DISTRICT or (2) reimburse the DISTRICT for all such unapproved amounts.
5. Vested rights. This CONTRACT shall not be deemed to create any vested rights in the DISTRICT beyond the period where modification of the PERMIT is prohibited without the prior written consent of the DISTRICT.
6. Ownership of the PROPERTY and things produced under this CONTRACT. The LANDOWNER warrants to the DISTRICT that it is the owner of the PROPERTY and has the right to enter into this CONTRACT with respect to the PROPERTY. This CONTRACT shall not be deemed to transfer any ownership interest in the PROPERTY to the DISTRICT. All piping, pumps, pump stations, electrical facilities and similar

tangible objects and things placed on the PROPERTY pursuant to this CONTRACT shall, upon delivery to the PROPERTY, become the sole property of the LANDOWNER.

7. Access to the PROPERTY. From the EFFECTIVE DATE and running through the last day of the time period where the PROJECT is complete as determined by the DEP, the DISTRICT its officers, employees, agents and contractors shall have access, at reasonable times and on reasonable notice, to the PROPERTY for all lawful purposes connected with this CONTRACT. The DISTRICT shall be solely liable for any injury to its officers, employees, agents and contractors which may occur while on the PROPERTY except for injuries due to the intentional conduct of the LANDOWNER.
8. LANDOWNER not to be Agent of the DISTRICT. Neither the LANDOWNER nor any person or contractor working for the LANDOWNER shall be deemed the agent nor employee of the DISTRICT. The LANDOWNER shall not have any authority to obligate or commit DISTRICT by contract or otherwise.
9. LANDOWNER responsible for own Insurance. In performing the requirements of this CONTRACT, the LANDOWNER shall be responsible for its own insurance to protect it from claims arising under the work it is responsible for under the terms of this CONTRACT.
10. Binding Effect. This CONTRACT shall be binding on the parties and their respective successors and assigns.
11. No Third Party Beneficiaries. This CONTRACT is between the DISTRICT and the LANDOWNER and shall not be interpreted to be for the benefit of any party or entity not signing this CONTRACT.
12. Integration. This CONTRACT supersedes all previous agreements, oral and written, between the DISTRICT and the LANDOWNER and represents the whole and entire agreement between the parties concerning the matter set out herein. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT. This CONTRACT may not be amended, revoked, or abandoned, except by a writing executed by the DISTRICT and the LANDOWNER with the same formalities as this CONTRACT.
13. Governing Law. This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
14. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing, relating to or arising out of this CONTRACT shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.

15. Waiver of Jury Trial. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding enforcing, construing, relating to or arising out of this CONTRACT. The parties agree to have any such actions decided by a judge alone, without a jury.
16. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
17. Contract Not to Be Recorded. Neither this CONTRACT nor any notice of this CONTRACT shall be recorded in the public records of any County.
18. Assignment. Neither party may assign its rights or duties under this CONTRACT except with the prior written consent of the other party.
19. Miscellaneous. This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.

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

Alternate No. 3 (Revised) - CR 137 & RR Crossing

(Yellow Line Denotes 2,370 L.F. That Easement Must Be Cleared)

Discharge Point to Settling Area 6A

Discharge Point to SRM @ Spillway #3

Laydown Yard Needs Mowing

Wetlands

5,000 L.F. 1-20" HDPE

Laydown Yard

Rock to Be Placed in Hole

Culvert Crossing of CR 137

Jack & Bore Crossing of Railroad

Crossing of Swift Creek

Pipe to Follow Roadway

13,550 L.F. 2-20" HDPE

3-10 MGD Centrifugal Pumps Eagle Lake

3,900 L.F. of Roadway to Be Improved from RR to Gate

Swift Creek



MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Authorization for the Executive Director to execute the Corporate Offer to Sell Real Property with the United States Forest Service on a portion of the Districts Sandlin Bay Tract, 623 Acres +/-, Columbia County

RECOMMENDATION

Staff recommends the Governing Board approval for the Executive Director to execute the attached Corporate Offer to Sell Real Property on 623 Acres +/- to the U. S. Forest Service in Columbia County.

BACKGROUND

On August 15, 2000, the District acquired 15,236 acres in the Sandlin Bay area of Columbia County from Virginia Forest Investments. At the time of the District's purchase it was the intent of both parties to eventually resell the property to the U.S. Forest Service. Through a series of transactions, 13,213 acres have been sold to the U. S. Forest Service by way of funding from a combination of Congressional appropriations and mitigation funds.

U. S. Forest Service staff contracted for appraisals of the property. Based on the appraisals the U. S. Forest Service has presented the attached Corporate Offer to Sell Real Property. The purchase price will be \$1,308,000.00.

A portion of the funding will come from mitigation funds the District holds related to a mining permit granted to PCS Phosphate. The mitigation fund was established in 2002 and is held by the District under an agreement with the Florida Department of Environmental Protection. The funds are to be used to purchase property in the upper Suwannee River basin. The U. S. Forest Service purchase of Sandlin Bay lands from the District was a specifically identified project at the time the fund was established. The remaining fund balance (approximately \$109,075.37) at the time of closing will be transferred to the Forest Service and then paid to the District for the purchase of the land. The funds received from this transaction will be assigned to the restricted Surplus Lands Acquisition Fund.

The Governing Board approved this sale at its meeting on May 13, 2014. Staff is requesting authorization for the Executive Director to execute the attached Corporate Offer to Sell Real Property.

AKR/pf
Attachments



United States Department of the Interior

RECEIVED
SRWMD

NATIONAL PARK SERVICE
National Trails Land Resources Program Center
1314 Edwin Miller Blvd.
Martinsburg, West Virginia 25404

JUL 15 2015

IN REPLY REFER TO:

L1425(2541)

Re: Tract O-990p

ORIGINAL TO FILE _____
COPIES TO _____

Telephone (304) 263-4943
FAX (304) 267-8374

FEDERAL EXPRESS

JUL 14 2015

A. Keith Rowell
Professional Surveyor and Mapper
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Dear Mr. Rowell:

The appraisal of the property located in the Osceola National Forest has been received and approved. Based on the appraisal, we have established \$1,308,000.00 as just compensation for 623 acres, more or less. This amount is not less than the approved appraised value which was determined after a thorough review and analysis of all pertinent factors affecting the value of the property, including the following:

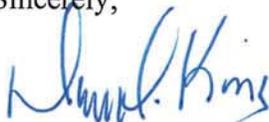
1. The highest and best use of the property.
2. Comparable bona fide sales of properties between private parties, the date of such sales, price paid, location and other physical characteristics.
3. Any increase or decrease in the fair market value prior to the date of valuation caused by this project has been disregarded in making a determination of just compensation.

Enclosed is a Corporate Offer to Sell Real Property in the above amount. We would appreciate a credit towards the purchase price from the PCS Mitigation fund. As of May 30, 2014 the amount available for credit was \$106,166.96. If acceptable, please have the Corporate Officers sign and attest the Offer, and affix the Corporate Seal. Retain the yellow copy stamped "Please Keep This Copy For Your Records" and return the other copies in the envelope provided. Please also provide a copy of the Corporate Resolution authorizing this transaction. This Offer to Sell will become a binding contract when accepted on behalf of the United States within the time limit specified in paragraph (1) of the Offer.

Enclosed, also, is a copy of a title insurance commitment which we have obtained on the property. Please inspect Schedules "A" and "B" of this commitment so as to verify the information in them, and advise us should you find anything contained therein that you question.

Should you have any questions, please contact me at the above address, or call (304) 263-4943.

Sincerely,



Donald T. King
Realty Officer

Enclosures:

- Corporate Offer to Sell
- Title Commitment
- Return Envelope
- Brochure

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CORPORATE OFFER TO SELL REAL PROPERTY

NPS AREA Osceola National Forest
TRACT NO: O-990p
CONTRACT NO.

VENDOR(S): Suwannee River Water Management District

THIS OFFER CONSISTS OF THE TERMS AND CONDITIONS INCLUDED ON BOTH SIDES OF THIS FORM AND ANY ATTACHMENTS EXPRESSLY MADE A PART HEREOF.

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging.

The real property which the Vendor agrees to convey to the United States of America is located in:

County: Columbia State: Florida Acreage: 623.00 acres, more or less

Described as follows: SEE EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF.

The Vendor covenants and agrees to convey to the United States of America the fee simple title to the above-described land subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to the following outstanding rights in third parties: (If none, so state)

NONE

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (If none, so state)

NONE

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within SIX (6) month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor for said sum of ONE MILLION THREE HUNDRED EIGHT THOUSAND AND NO/100 Dollars (\$1,308,000.00), (Continued on reverse side) See Item #14

IN WITNESS WHEREOF, _____, the said Vendor, has caused its Corporate

Seal to be hereto affixed and these presents to be signed in its name and behalf by _____,

its duly authorized _____, and the same to be duly attested by

_____, its _____, this

_____ day of _____, _____, as authorized by _____.

Notice of acceptance of this offer is sent to:

~~A. Keith Rowell~~
~~Professional Surveyor and Mapper~~
Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060

By _____ (SEAL)

Attest: _____

The foregoing offer of the Vendor is hereby accepted for and on behalf of the United States of America this

THE UNITED STATES OF AMERICA

_____ day of _____, _____.

By _____

(Name and Title)

payable on the acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging, to the United States of America and its assigns in fee simple, free and clear from all liens and encumbrances except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to water rights, banks, beds and waters of any stream or river bordering or traversing the said land, and in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

(3) It is agreed that the United States, at its expense, will prepare the deed to the United States and obtain the title examination of the property to be conveyed.

(4) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the United States, pay the State documentary revenue stamp taxes, State and local recordation or transfer taxes where required by the State or municipal subdivision thereof, and obtain and record such other curative evidence of title as may be required by the United States.

It is agreed that, at its election, the United States may deliver the Government check in payment for the above conveyance to its title contractor or closing agent on the Vendor's behalf, and, the Vendor authorizes said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy any outstanding liens and encumbrances, pay applicable state and local documentary stamps and transfer taxes and other expenses incident to the closing of title which are chargeable to the Vendor, and remit the remaining balance to the Vendor with a statement of the payments made on the Vendor's behalf.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price as agreed by the parties.

(6) The Vendor agrees that the United States may acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; and agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount.

(7) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(8) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(10) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

(11) As soon as possible after the date of payment of the purchase price of this offer, or the date of deposit in court of funds to satisfy the award of compensation in a condemnation proceeding to acquire the real property herein described, whichever is the earliest, the Government hereby agrees to reimburse the Vendor in an amount deemed by the Government to be fair and reasonable for the following expenses incurred by the vendor in completing this transaction:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the Government.

(b) Penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier. The Vendor agrees to furnish the Government evidence that these items of expenses have been billed to and paid by him, and further agrees that the Government alone shall determine the fairness and reasonableness of the expenses to be paid.

(12) The parties agree that acceptance of this offer is contingent upon obtaining an approved Pre-Acquisition Environmental Site Assessment Survey of the property by the United States in accordance with Department of Interior Policy. In the event contaminants are found to exist on the property and/or the contaminant survey reveals potential contaminants, this contract may be declared null and void at the option of the United States.

(13) This contract is contingent upon the U.S. Forest Service completing compliance requirements for oversight by Congress. In the event, the U.S. Forest Service is unable to complete compliance requirements, this contract can be declared null and void by the United States.

(14) The parties agree the purchase price will be reduced by a credit from the PCS Mitigation funds estimated to be around \$106,166.96 or more.

EXHIBIT "A"

Tract O-990p

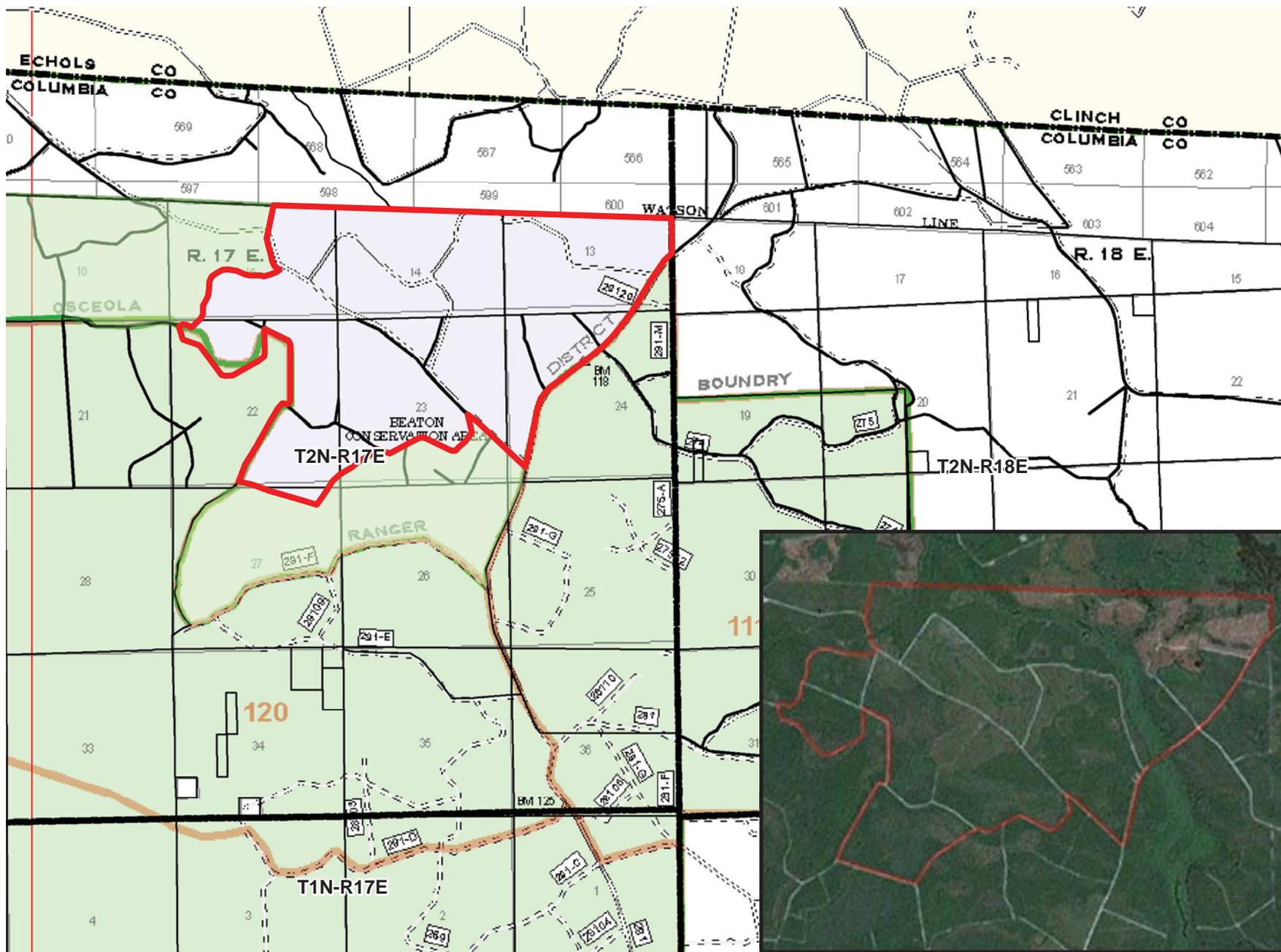
A tract of land lying and being in Sections 23 & 24 of Township 02 North, Range 17 East, Columbia County, Florida, as shown on a plat titled, "Sketch of Description, Sections 22, 23, 24, 25, 26, & 27, Township 2 North, Range 17 East, Columbia County, Florida". Said plat prepared by Delta Professional Land Services, LLC, dated February 22, 2010 which is attached hereto and made a part hereof and more particularly described as follows:

All that part of Section 23 lying northerly of the centerline of Deer Road and Carter Road, which is the northerly boundary of USA Tract O-990j, and that part lying southeasterly of the centerline of Unnamed Road and southeasterly of the centerline of River Road. Excepting, the northeasterly ½ of Carter Road bounded by the intersection of Unnamed Road and Carter Road and the intersection of River Road and Carter Road.

All that part of Section 24 lying northwesterly of a line located 30 feet westerly of and parallel to the centerline of Little Suwannee Road, which is the westerly boundary of USA Tract O-990a, and that portion lying northeasterly of the center line of Carter Road, which is the northerly boundary of USA Tract O-990j. Excepting, that portion lying southwestly of the centerline of Carter Road.

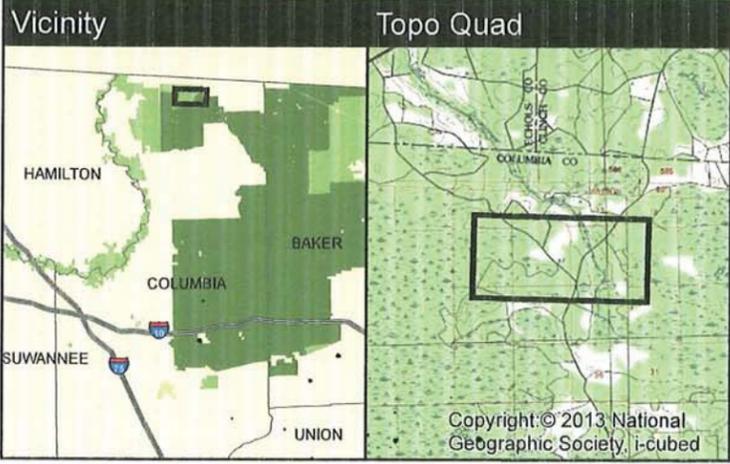
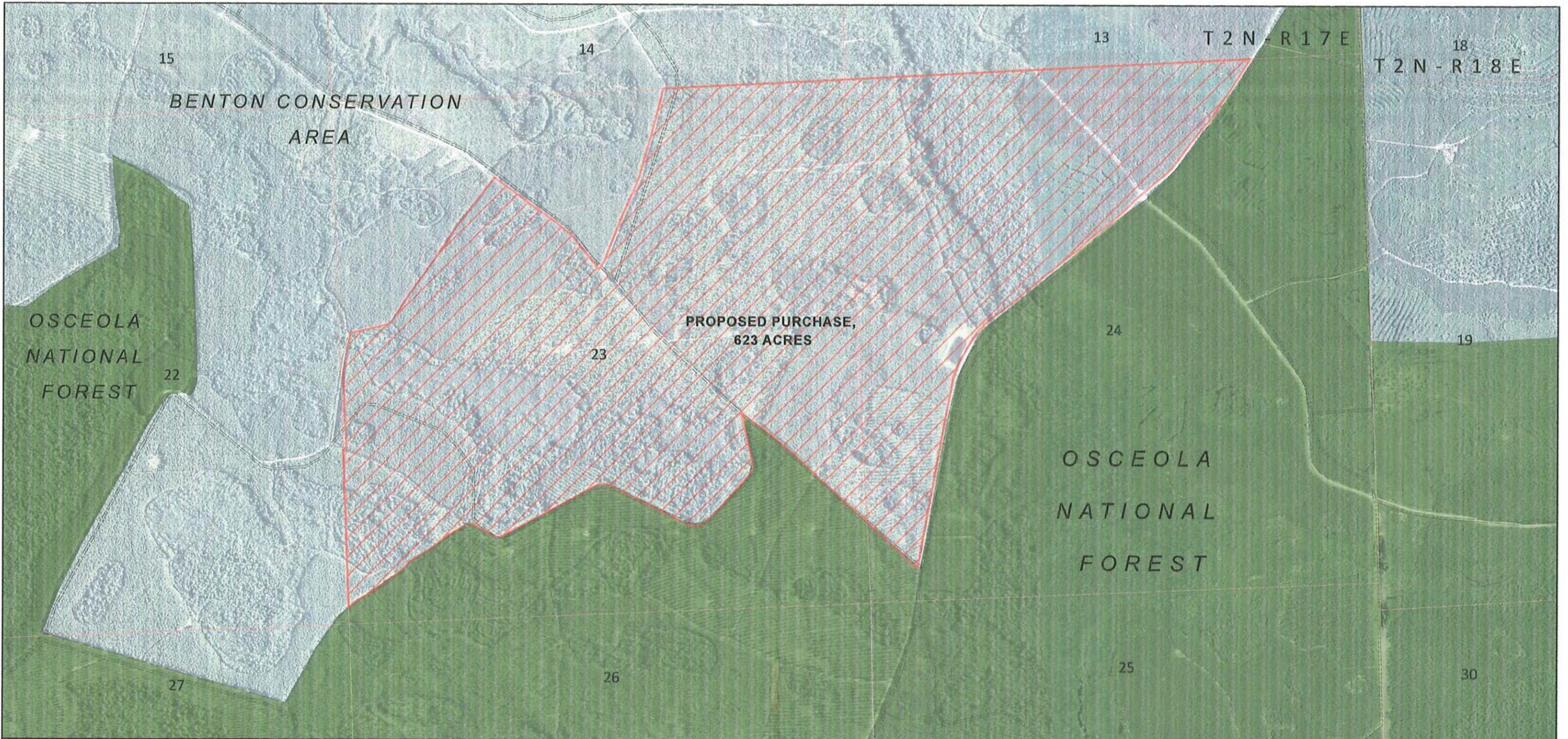
All lying and being in Columbia County, Florida. Containing 623 acres more or less.

Tract O-990M Exhibit Osceola National Forest



0 0.5 1 Miles

AO 75



References
 Map prepared by the USDA Forest Service, National Forests in Florida. For more information about this map contact Jeff Fillion, USDA Forest Service, National Forests in Florida, Lands and Natural Resources.

All Data: US Forest Service, Florida Geographic Data Library, ESRI

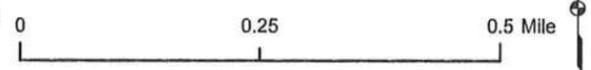
Note
 Conservation lands are subdivided using PLSS boundaries and roads.

Disclaimer
 Original data was compiled from multiple source data and may not meet the U.S. National Mapping Accuracy Standard of the Office of Management and Budget. This map has no warranties as to its contents or accuracy.

Map Creation Date - Feb 25, 2014

Legend

- Proposed Land Purchase, 623 Acres
- Osceola National Forest
- Benton Conservation Area



PROPOSED LAND PURCHASE

USDA Forest Service & Suwannee River Water Management District

MAP 2 OF 2

This map depicts a proposed land purchase by the USDA from the SRWMD's Benton Conservation Area along the Osceola National Forest's NW boundary.

US Forest Service Region 8, Osceola NF
Suwannee River Water Management District

This map generally depicts the area of Benton Conservation Area. Copies of this map are available for public inspection at the Office of the National Forests in Florida, Region 8, Tallahassee, Florida

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Authorization to Execute the Confidentiality Agreement and to Conduct a Detailed Assessment and Commence Negotiations on Lands Owned by BTG Pactual, 630 acres +/- in Bradford County

RECOMMENDATION

Staff recommends Governing Board approval for the Executive Director to execute the attached agreement and for staff to conduct a detailed assessment and commence negotiations with BTG Pactual on 630 acres +/- in Bradford County.

BACKGROUND

Staff has identified this property as one of several potential acquisitions to support District flood abatement for water resource development projects in Bradford County. The property could be used to abate downstream flood hazards, supplement offsite recharge or water supply projects, or to enhance natural water bodies with declining flow or water level trends.

Since this property also provides a buffer for Camp Blanding it is eligible for acquisition funding through the Army National Guard Army Compatible Use Buffer (ACUB) program and the Department of Defense Readiness and Environmental Protection Integration (REPI) program.

The property is adjacent to the recently acquired Rayonier South tract and would create a direct connection between the Rayonier tract and the Chemours property to the North providing additional opportunities for the District and Chemours to collaborate on water resource development projects.

Management of this property would be provided by Camp Blanding. Camp Blanding would provide management for these properties under an agreement with the Florida Department of Military Affairs. The management agreement will be presented to the Lands Committee at today's meeting for review.

BTG Pactual requires that the District execute the attached Confidentiality Agreement prior to entering the property. District counsel has reviewed the agreement and approved it for signature provided that the District does not request or accept any proprietary information from BTG Pactual.

Staff is requesting authorization for the Executive Director to execute the confidentiality agreement and authorization for staff to begin appraisals and conduct a detailed assessment and commence negotiations.

AKR/pf
Attachments



July 29, 2015

Keith Rowell
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Dear Mr. Rowell:

In connection with the interest in a possible sale of timberland known as **MoDOT Gilman II Property, Tract #7314**, ("the Timberlands" and the "Proposed Transaction"), BTG Pactual Asset Management US, LLC ("BTG Pactual") may, on behalf of the **Missouri Department of Transportation and Highway Patrol Employees' Retirement System, a body politic and corporate instrumentality of the State of Missouri** (the "Client"), provide **Suwannee River Water Management District** ("you") with certain non-public information relating to the Timberlands and the Proposed Transaction (collectively, "Confidential Information"). The term Confidential Information also includes: (a) all such information (whether oral, electronic and/or written or otherwise) which may be directly or indirectly furnished to you or your Representatives (as defined herein), whether furnished before, on or after the date of this agreement, and (b) all notes, analyses, compilations, studies, interpretations, memoranda or other documents (regardless of the form) prepared by you or your Representatives or on your or your Representatives' behalf containing, reflecting, or based, in whole or in part, on any information furnished in connection with the Proposed Transaction and all reproductions of such information. The term "Representative" means, with respect to a party, its affiliates, and its and its affiliates' directors, officers, employees, accountants, legal counsel and advisors.

As a condition to your being furnish with Confidential Information in connection with the Proposed Transaction, you agree that all such Confidential Information (including that discussions or negotiations are taking place regarding the Proposed Transaction or the content and status of such discussions or negotiations) which is disclosed to you by BTG Pactual in connection with the Proposed Transaction will be treated confidentially by you so long as it remains non-public and used solely for the purpose of assisting you in evaluating, or otherwise pursuing the Proposed Transaction. In addition, you will not disclose Confidential Information to a third party without our prior written consent. Notwithstanding the foregoing, you may disclose any Confidential Information to your Representatives who need to know such information for purposes of evaluating, advising or assisting you in pursuing the Proposed Transaction as long as such persons are instructed to treat such information confidentially in accordance with the terms of this agreement. You shall be liable for any failure by your Representatives to comply with the terms of this agreement, and you agree, at your sole expense, to take all reasonable measures to restrain your Representatives from prohibited or unauthorized disclosure or use of Confidential Information (it being understood that such responsibility by you shall be in addition to, and not by way of limitation of, any right or remedy that BTG Pactual may have against such Representatives with respect to such failure to comply). You shall immediately notify us in writing of any actual or suspected misuse or unauthorized disclosure of the Confidential Information of which you become aware.

Notwithstanding anything to the contrary herein, the disclosure of Confidential Information shall not be precluded under this agreement if such disclosure is, upon the reasonable advice of your legal counsel, required by applicable law, rule, regulation, governmental order or decree, or compelled in any legal or administrative process or proceeding (including by any administrative or regulatory authority having jurisdiction over you); provided that you shall first give prompt written notice to us and reasonably cooperate with us so that we may

BTG Pactual

1038 Wildewood Centre Drive, Suite A - Columbia - SC - 29229 - Tel. +1 803 788 6256 - Fax. +1 803 788 6923
www.btgpactual.com



take legally available steps to resist or narrow any applicable request, subpoena or order and obtain an appropriate protective order. If, in the absence of a protective order or other remedy obtained by us, you should nonetheless, upon the reasonable advice of your legal counsel, be required to disclose the Confidential Information, you shall disclose only that portion of the Confidential Information that your legal counsel advises is legally required to be disclosed; provided that you exercise reasonable best efforts to preserve the confidentiality of the Confidential Information, including by cooperating with us to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so furnished.

If you determine not to pursue the Proposed Transaction, you will promptly notify us of your determination. You will promptly redeliver to us or upon our request destroy all Confidential Information in your or your Representatives' possession or control, including all copies and reproductions thereof. Notwithstanding the foregoing, you may retain a copy of the Confidential Information in accordance with policies and procedures implemented in order to comply with legal and regulatory requirements and to demonstrate compliance with your obligations.

The term "Confidential Information" does not include information which (i) prior to delivery of such information to you was already in your possession; provided, that the source of such information was not to your knowledge after due inquiry prohibited from transmitting the information to you or your Representatives by a contractual, legal, fiduciary or other obligation, (ii) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in breach of this agreement, (iii) becomes available to you or your Representatives from a source not known by you to be bound by an obligation of confidentiality with respect to such information, or (iv) was or is independently developed by you without reliance upon Confidential Information.

Although we have endeavored to include in the Confidential Information, material known to us which we believe to be relevant for the purposes of your investigation of the Proposed Transaction, you understand and acknowledge that neither we nor our Representatives or affiliates are making any representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that none of the Client, BTG nor our Representatives or affiliates shall have any liability to you or any of your Representatives with respect to the use of the Confidential Information by you or your Representatives or with respect to the Proposed Transaction, except as may be specifically provided in any final definitive written agreement between the parties hereto or their respective affiliates relating to the Proposed Transaction (a "Definitive Agreement"), subject to the terms and conditions of such Definitive Agreement. You also agree that none of you and your Representatives is entitled to rely on the accuracy or completeness of any Confidential Information and that you shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made to you in a Definitive Agreement, subject to the terms and conditions of such Definitive Agreement. Moreover, unless and until such a Definitive Agreement is duly executed and delivered by the parties hereto or their respective affiliates, none of the Client, BTG Pactual, its Representatives, its affiliates, you, or your Representatives, shall be under any legal obligation of any kind whatsoever with respect to the Proposed Transaction, except for the matters specifically agreed to in this agreement. For the purposes of this agreement, a "Definitive Agreement" does not include this agreement, an executed letter of intent, term sheet, heads of terms or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer or bid. This agreement does not obligate us to provide any information to you or to enter into negotiations or other discussions with you with respect to the Proposed Transaction. You further understand and agree that (a) we shall be free to conduct the process relating to the Proposed Transaction as we, in our sole discretion, may determine (including at any time terminating access to the Confidential Information by you or your Representatives, and negotiating or entering into a definitive written agreement with any other prospective party without prior notice to you or any other person), (b) any procedures relating to the Proposed Transaction may be changed at any time without notice to you or any other person, (c) we reserve the right to reject any and all proposals or offers made by you and to terminate discussions with you at any time and (d) you shall not have any claim whatsoever against us or any of



our Representatives or their respective stockholders or owners, arising out of or relating to the Proposed Transaction, other than those pursuant to a Definitive Agreement, subject to the terms and conditions therein.

You agree that money damages would be both an incalculable and insufficient remedy for any actual or threatened breach of this agreement by you, and that in addition to any other remedy to which we may be entitled at law or in equity, BTG Pactual shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

You agree that you and your Representatives shall have the right to physically visit and inspect the Timberlands with prior notice to BTG. You hereby assume all risks associated with entry upon or inspection of the Timberlands. You hereby waive any and all claims you may now or hereafter have against BTG or its Representatives, known or unknown, of any kind or nature including without limitation personal injury or property damage, arising out of or related to its entry upon or inspection of the Timberlands. You are responsible for determining and avoiding any hazards on the Timberlands. You hereby agree to indemnify BTG and its Representatives, and their officers, members, directors, agents and employees against and hold them harmless from any and all loss, liability, claims, damages, cost or expense, including reasonable attorney's fees and costs of litigation, suffered or incurred by either or any of them, and arising out or related to entry upon the Timberlands by you or your employees, agents, consultants or contractors.

You agree that, without the prior written consent of BTG Pactual, neither you nor your Representatives shall, directly or indirectly, initiate or cause to be initiated or otherwise maintain any communications or other contact (including arrangements for due diligence purposes, requests for additional information, requests for tours or management meetings and discussions or questions regarding procedures) with any officer, director, agent or employee of BTG Pactual concerning the Confidential Information, the Proposed Transaction or, except in the ordinary course of business and unrelated to the Proposed Transaction, the business, operations, prospects or finances of BTG Pactual. You further agree that you will not make or maintain contact with any clients, customers or counterparties of the Client or BTG Pactual except in the ordinary course of your and their business wholly unrelated to the Proposed Transaction.

The validity, interpretation and performance of this agreement shall be governed by, and construed in accordance with, the substantive laws of the State of New York. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any state or federal court of appropriate jurisdiction located in the Southern District of New York in any action arising out of or relating to this agreement, and hereby irrevocably agrees that all claims in respect of such action may be heard and determined in such state or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or improper venue to the maintenance of such action and agrees that service of process upon such party in any action or proceeding arising under this agreement shall be effective if served to the party by registered mail at the address set forth in this agreement. EACH PARTY HERETO WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

This agreement shall become effective as of the date first written above shall expire on upon the earlier of (i) the closing of any Transaction with you; or (ii) two (2) years after the above date of this Agreement. You acknowledge and agree that your obligations under this agreement are continuing during such term and shall survive the termination of our discussions regarding the Proposed Transaction.

No failure or delay by BTG Pactual in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

This agreement may not be amended, modified or assigned without the express written consent of each of the parties hereto.

BTG Pactual

1038 Wildewood Centre Drive, Suite A - Columbia - SC - 29229 - Tel. +1 803 788 6256 - Fax. +1 803 788 6923
www.btgpactual.com



Neither party may assign or transfer its rights under this agreement in whole or in part to any other person without the prior written consent of the other party.

This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement, and each of which shall be an original. Delivery of an executed counterpart of a signature page of this agreement by facsimile or by PDF (portable document format) file shall be as effective as delivery of a manually executed counterpart of this agreement.

If you are in agreement with the foregoing, please sign and return one copy of this agreement, which shall constitute our agreement with respect to the subject matter hereof.

MISSOURI DEPARTMENT OF TRANSPORTATION AND HIGHWAY PATROL
EMPLOYEES' RETIREMENT SYSTEM, a body politic and corporate
instrumentality of the State of Missouri

By: BTG Pactual Asset Management US, LLC, its Investment Manager

By: _____
Name: Scott T. Ashworth
Title: Authorized Person

Confirmed and agreed as of date first written above:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Name: _____
Title: _____

PARCEL SUMMARY

TRACT: **BTG Pactual – MoDOT Tract**

SELLER: BTG Pactual

COUNTY: Bradford

ACREAGE: 630 acres ±

PARCEL DESCRIPTION: The property is adjacent to the recently acquired Rayonier South tract and would create a direct connection between the Rayonier tract and the Chemours property to the North providing additional opportunities for the District and Chemours to collaborate on water resource development projects. The MoDOT Tract is approximately 2.5 miles southeast of Starke.

WATER RESOURCE GUIDELINE SCREENING:

Aquifer Recharge: 0%

Springshed: 0%

Surface Water Protection: 36%

Floodplain Protection: 52%

Potential for Water Resource Development Projects or Restoration: TBD

ACCESS: The property has public road frontage along County Road 100A.

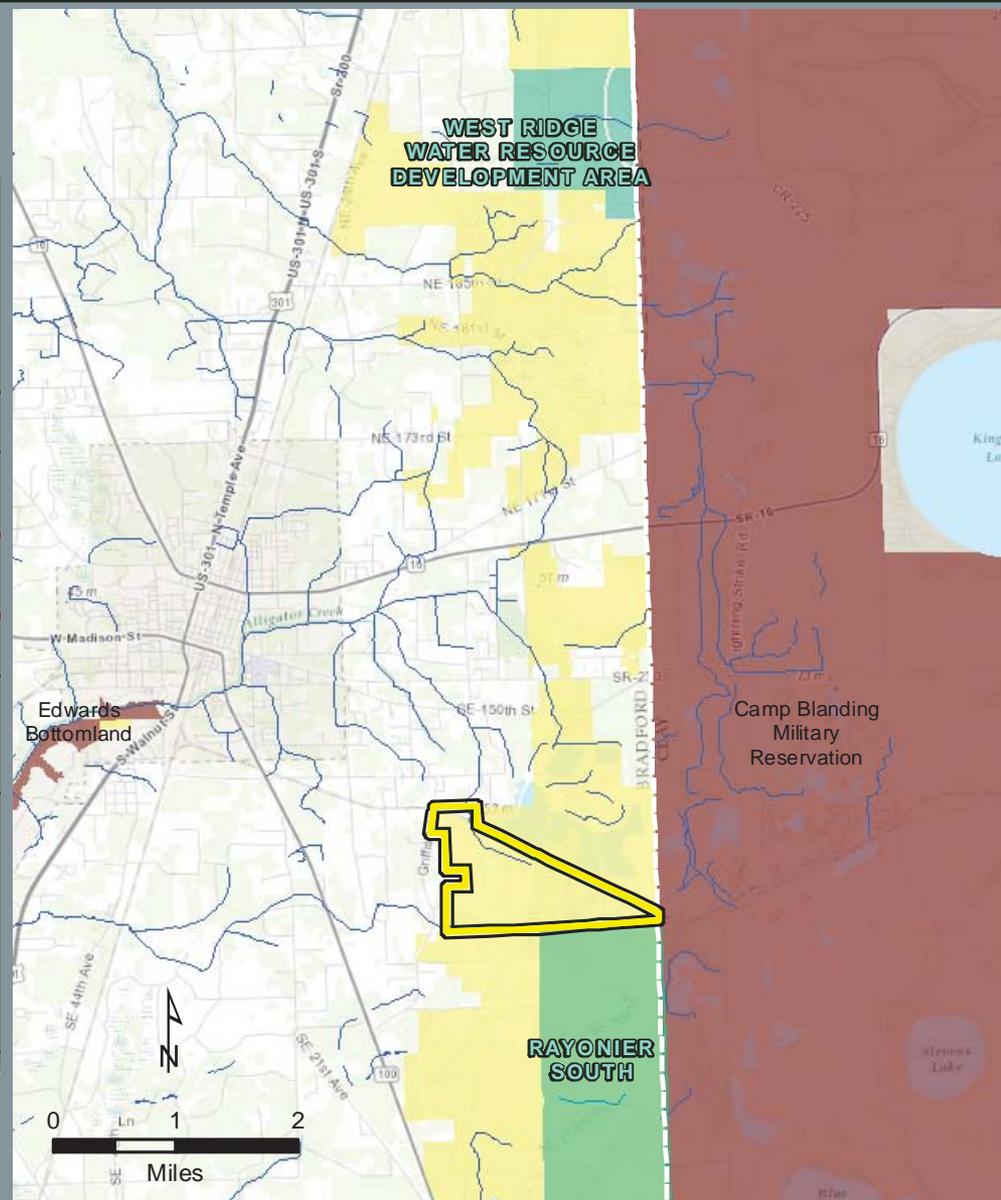
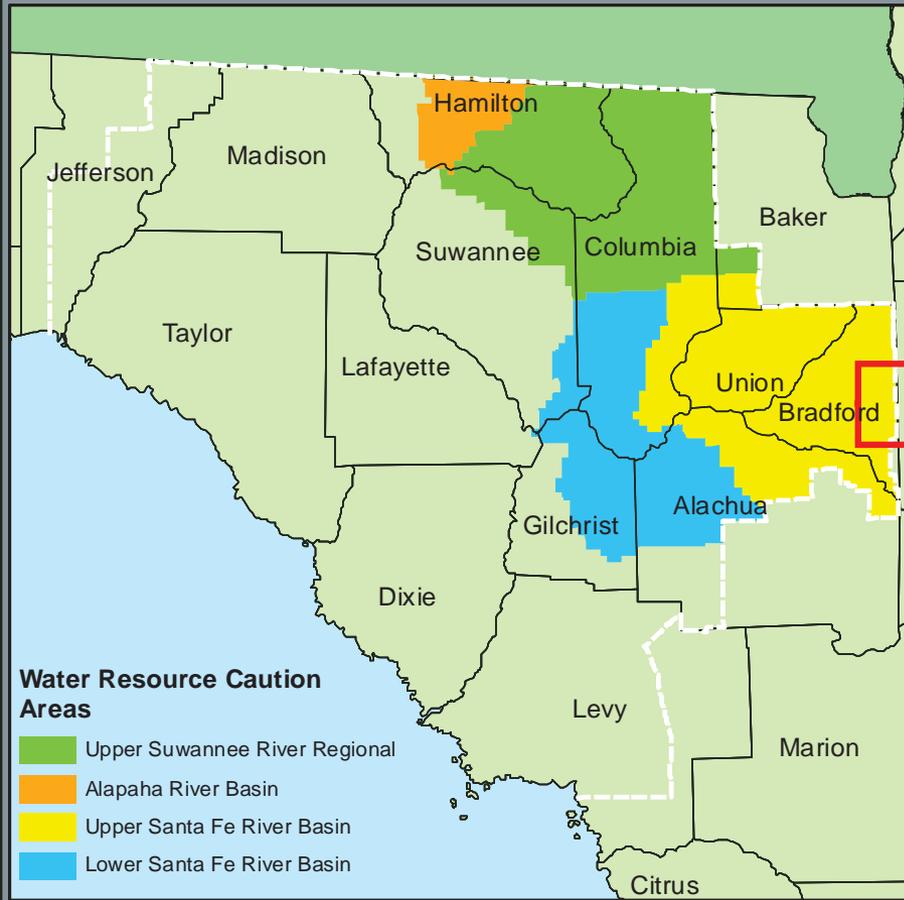
OUTSTANDING INTERESTS: A cursory public records search shows no outstanding interests at this time.

CURRENT ASKING PRICE: BTG Pactual will evaluate District offers to purchase. All offers are subject to BTG Pactual management committee approval.

ASSESSMENT COSTS: Costs of detailed assessment are estimated to be from \$8,000 to \$12,000.

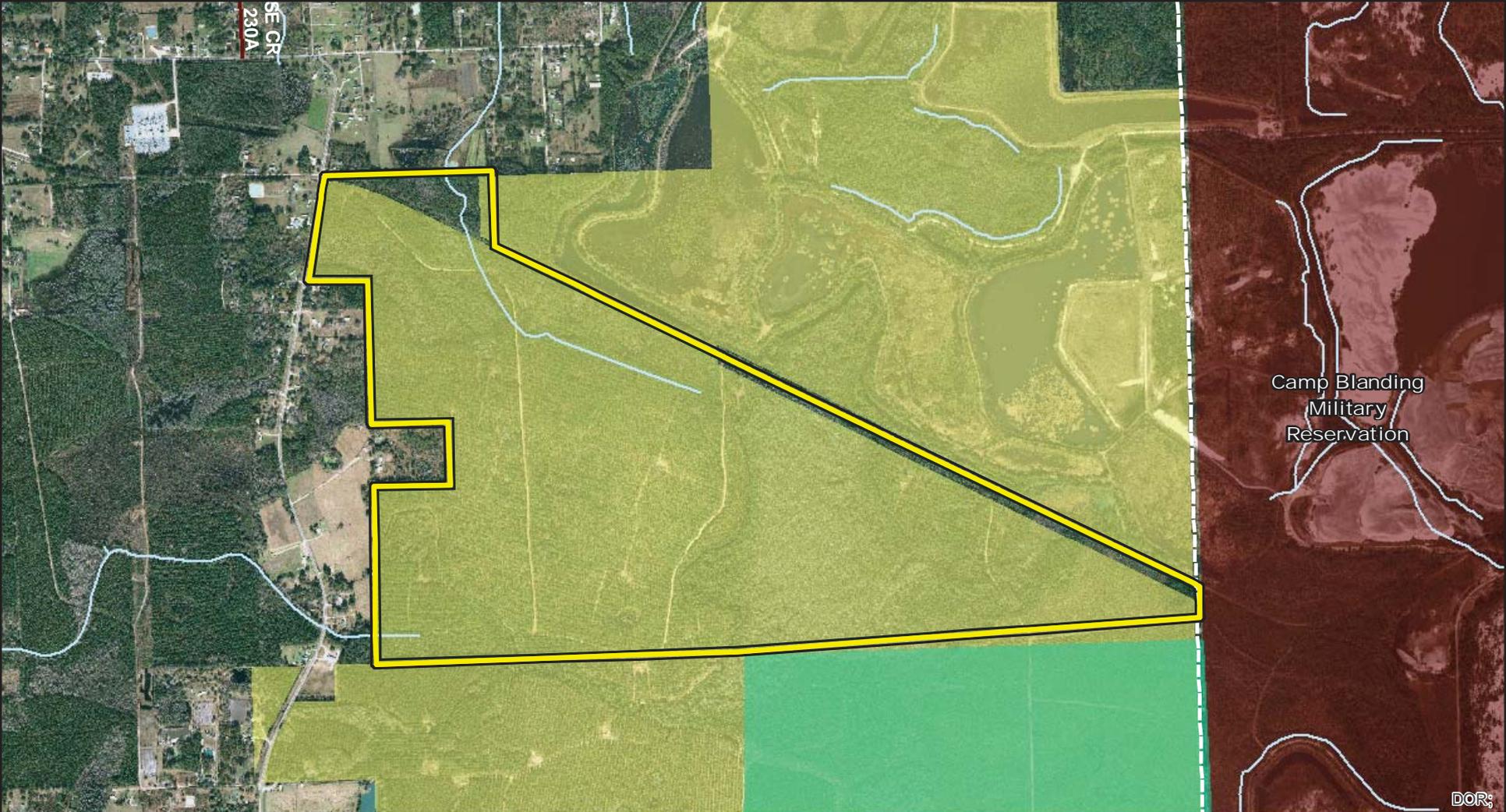
STAFF RECOMMENDATION: Staff is requesting authorization for the Executive Director to execute the confidentiality agreement and authorization for staff to begin appraisals and conduct a detailed assessment and commence negotiations.

BTG Pactual - MoDOT Property Offer Location Map



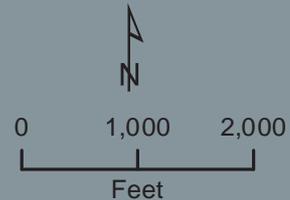
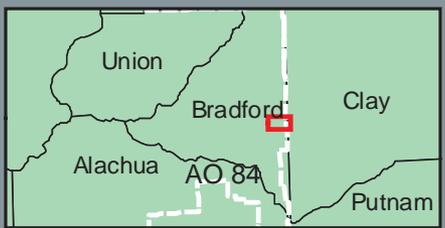
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 9/25/2015

- Project_Boundary
- SRWMD Ownership
- Other Public Ownership
- AO 83
- SRWMD Boundary
- SRWMD Proposed Acquisition



-  Project Boundary - 630 acres +/-
-  SRWMD Boundary
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Proposed Acquisitions

BTG Pactual - MoDOT Property Offer Property Overview

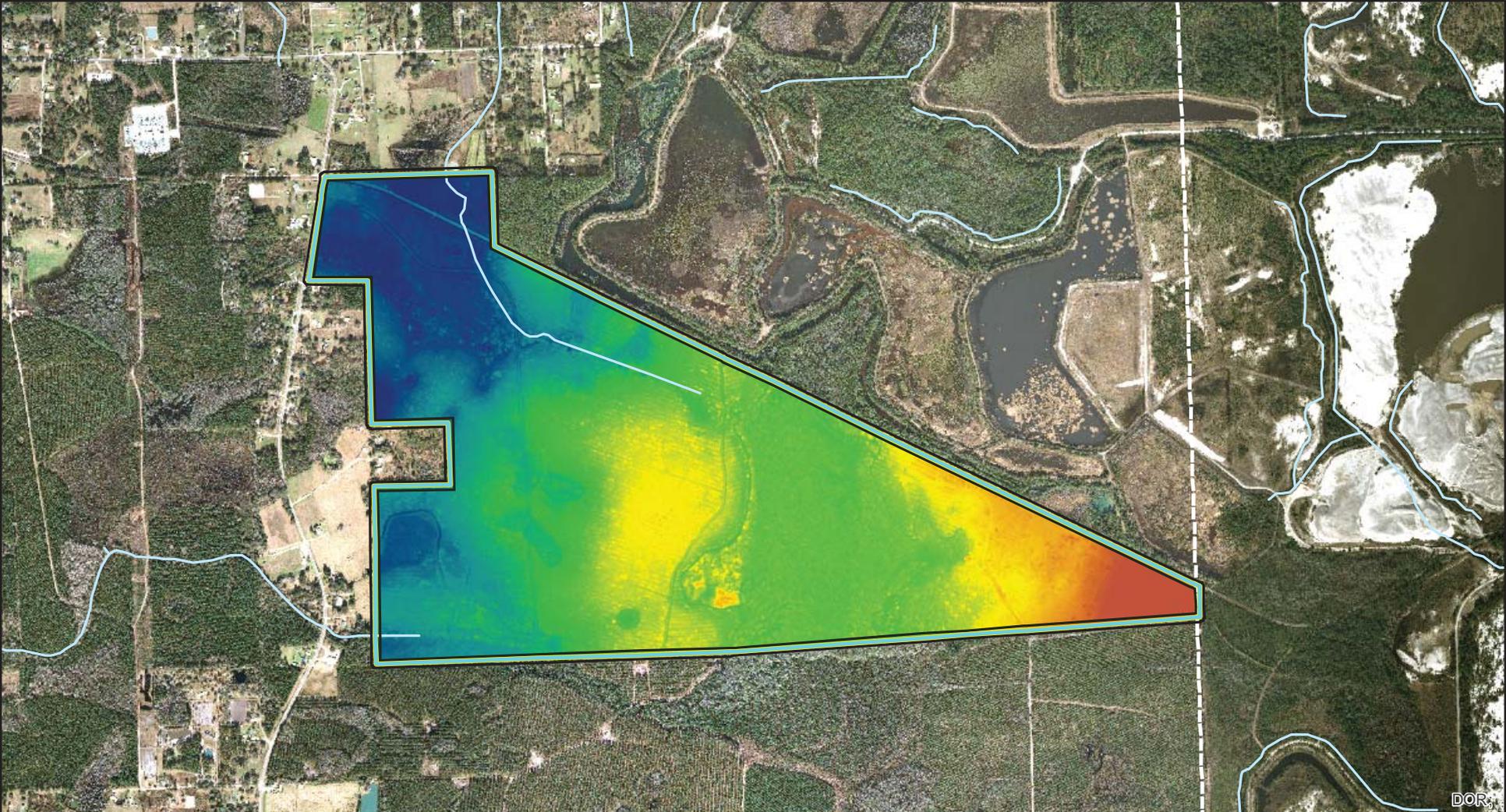


Camp Blanding
Military
Reservation

DOR;



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 9/25/2015



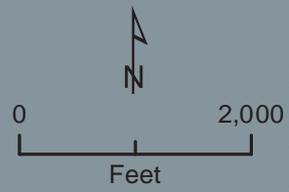
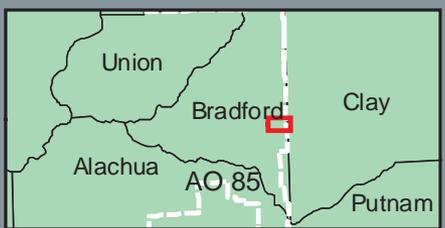
DOR,

-  Project Boundary
 -  Rivers and Streams
- Land Surface Elevation
-  High : 200'
 -  Low : 169'

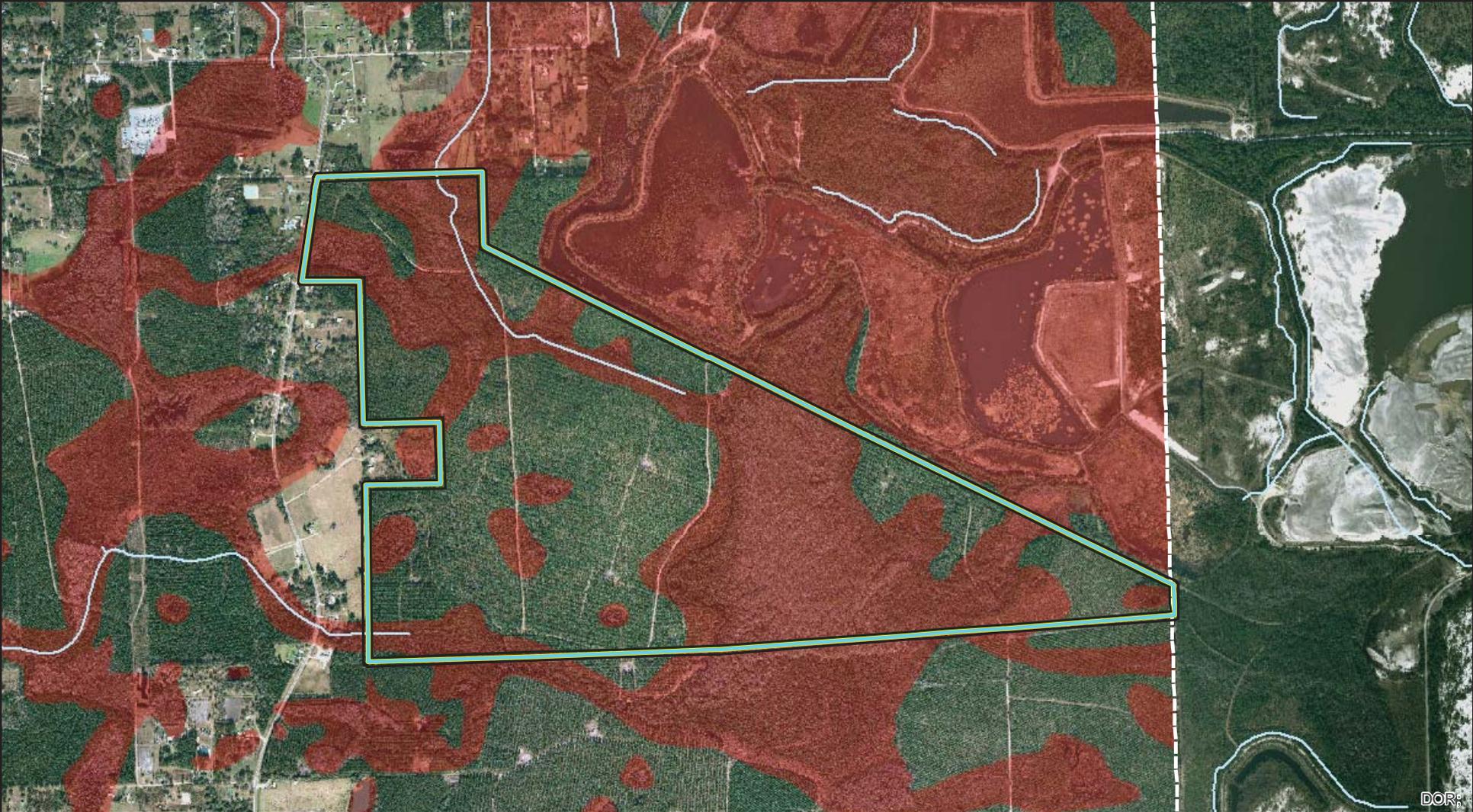
(Vertical Datum NAVD88-
Units US Feet)

Note: Elevations displayed are
derived from LiDAR Data.

BTG Pactual - MoDOT Property Offer LiDAR DEM Property



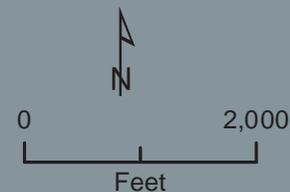
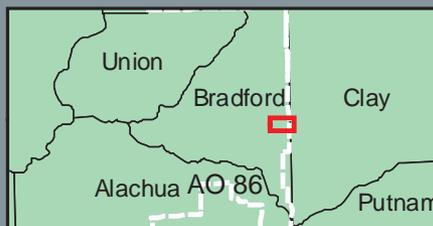
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 9/25/2015



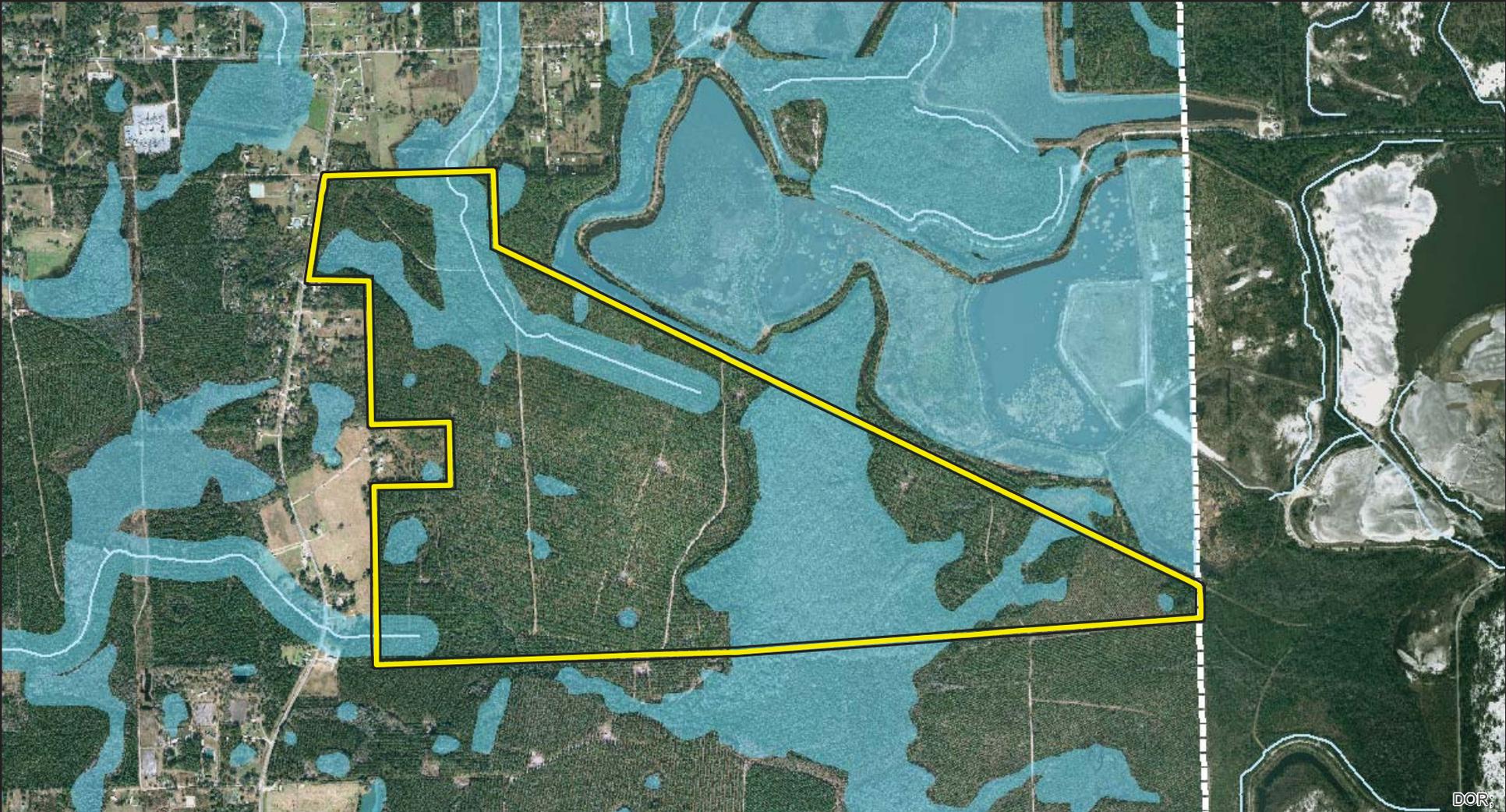
DOR

BTG Pactual - MoDOT Property Offer Floodplain Protection

-  Project Boundary
-  Floodplain Protection - 52%
-  SRWMD Boundary
-  Rivers and Streams



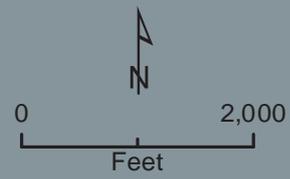
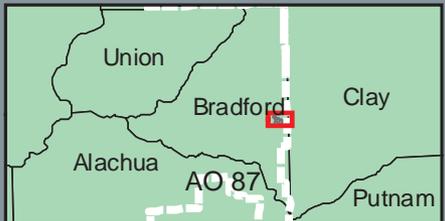
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 9/25/2015



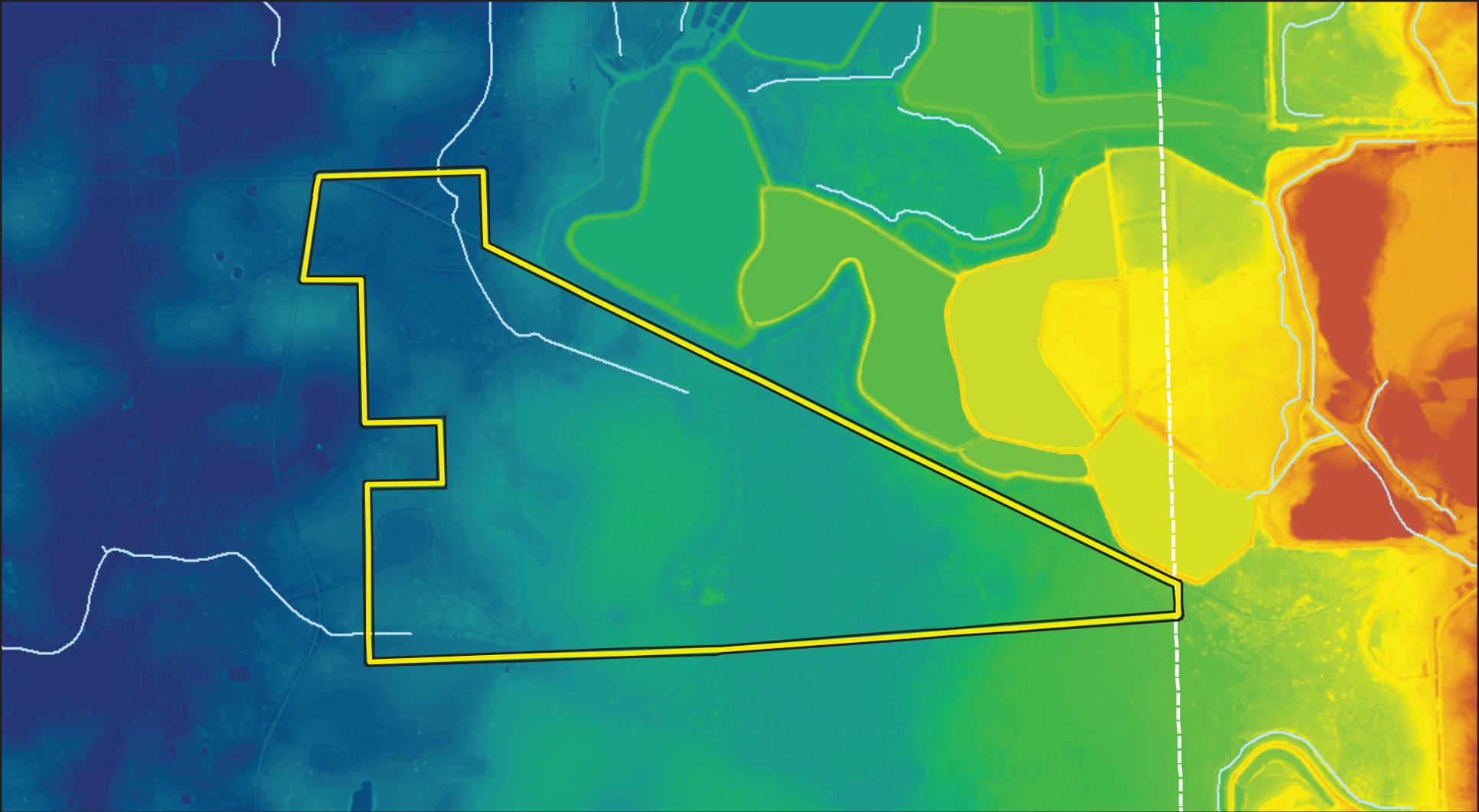
DOR

BTG Pactual - MoDOT Property Offer Surface Water Protection

-  Project Boundary
-  Surface Water Protection 36%
-  Rivers and Streams
-  SRWMD Boundary



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 9/25/2015



BTG Pactual - MoDOT Property Offer LiDAR Overview

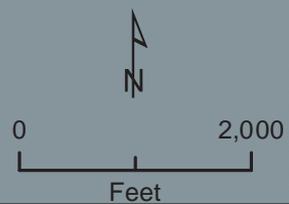


-  Project Boundary
-  SRWMD Boundary
-  Rivers and Streams

Land Surface Elevation
 High : 288'

 Low : 163'

(Vertical Datum NAVD88-
 Units US Feet)
 Note: Elevations displayed are
 derived from LiDAR Data.



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 9/25/2015

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration and Operations

DATE: September 30, 2015

RE: Approval of a Memorandum of Understanding between Suwannee River Water Management District and the US Forest Service National Forest in Florida to Update the Florida National Scenic Trail Certification Agreement

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute the Memorandum of Understanding with the US Forest Service to update the Florida National Scenic Trail Certification Agreement.

BACKGROUND

The Florida Trail Association, since 1966 has been working statewide to develop and maintain hiking trails for public use, most notably the 1,300-mile Florida National Scenic Trail (FNST). The Florida Trail was designated a National Scenic Trail in 1983 by Congress and weaves its way across Florida from Big Cypress National Preserve in the south to Gulf Islands National Seashore in the western end of Florida's panhandle. The FNST is one of eleven National Scenic Trails in the country.

The Suwannee River Water Management District and the Florida Trail Association entered into an agreement in 1990 (90/91-002) to develop and maintain hiking trails on District lands. Presently the Florida Trail Association maintains fifty eight miles of hiking trails on District lands.

In 2008 the District, the US Forest Service and Florida Trail Association signed a certification agreement (07/08-079) designating the trail that is located on District lands as Florida National Scenic Trail. This agreement allowed the US Forest Service and Florida Trail Association to spend funds from the US Forest Service to maintain the trail. Funds were used to build facilities, buy equipment such as mowers, and use volunteers from other organizations that were contracted by the US Forest Service.

Recently, the bridge over Swift Creek on the District's Swift Creek tract was damaged by a large tree that fell on it and it was deemed unsafe for the public to use and added approximately a five mile road walk to get across Swift Creek. The updated agreement allows the US Forest Service and Florida Trail Association to spend approximately \$12,000 - \$15,000 to replace the bridge. The updated Memorandum of Understanding reduces the original certification document to a

shorter and more concise document. This Memorandum of Understanding does not commit the District to any funds to build or maintain the trail.

EMc/pf
Attachments



FS Agreement No. _____ - - -

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
And The
USDA, FOREST SERVICE
NATIONAL FORESTS IN FLORIDA

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Suwannee River Water Management District, hereinafter referred to as the “SRWMD,” and the USDA, Forest Service, National Forests in Florida, hereinafter referred to as the “U.S. Forest Service.”

Background: The Florida National Scenic Trail (FNST) was designated by Congress as part of the National Trails System in 1983 by amendment to the 1968 National Trails System Act. In this amendment the U.S. Forest Service, and later the National Forests in Florida, was delegated authority to build, maintain, manage and protect the Florida National Scenic Trail. The FNST is a complex and unique resource in that it traverses the lands of nearly 30 different federal, state, public and private interests and is supported by a myriad of public and private interest and user groups. The National Trails System Act states:

“(7) (h) (1)... When deemed to be in the public interest such Secretary may enter written cooperative agreements with States or their political subdivisions, landowners, private organizations, or individuals to operate, develop, and maintain any portion of such a trail... (and) may include provisions... to encourage participation in the acquisition, protection, operation, development and maintenance of such trails...”

Florida Statute 260.012(6) further supports the FNST in stating:

“It is the intent of the Legislature to officially recognize the Florida National Scenic Trail as Florida's official statewide trail from the Florida Panhandle to the Everglades. It is also the intent of the Legislature to encourage all state, regional, and local agencies who acquire lands to include in their land-buying efforts the acquisition of sufficient legal interest in the lands over which the trail passes to ensure its continued existence in a permanent location.”

Title: Suwannee River Water Management District MOU

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to cooperatively locate, develop and maintain the Florida National Scenic



Trail and related infrastructure on Suwannee River Water Management District lands in accordance with the following provisions.

II. AUTHORITY

This agreement is entered into under the authority of the:

National Trails System Act of 1968 (P.L. 90-543: 16 USC 1246H)
Volunteers in the National Forests (P.L. 92-300: 16 USC 558)
Florida National Scenic Trail Comprehensive Plan of 1986

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Florida National Scenic Trail is a federally-designated, non-motorized, recreation trail that represents the diverse scenic, historic, natural and cultural character of the Florida landscape. As a National Scenic Trail, the FNST provides readily available, safe, educational, and memorable opportunities across a spectrum of challenges; recreationists can expect signage, maintenance, accessibility, and interpretation to be standardized and to meet best management practices; and recreationists recognize and identify their trail experience as part of the larger, distinct National Scenic Trail experience.

The U.S. Forest Service, National Forests in Florida, as administrator of the FNST is dedicated to ensuring the development, maintenance and promotion of the Trail through partnerships to serve both the resource and a broad base of recreationists who will enjoy, appreciate and steward this natural resource and the Nation's heritage along the FNST.

The SRWMD as a public land owner is dedicated to providing trail location opportunities on District owned lands through a partnership with the U. S. Forest Service and the Florida Trail Association.

In consideration of the above premises, the parties agree as follows:

IV. THE SRWMD SHALL:

- A. Work with the US Forest Service to cooperatively locate the Florida National Scenic Trail and related infrastructure such as trailheads, kiosks, campsites, bridges and boardwalks on SRWMD lands.
- B. Incorporate the FNST in to District's land management plan as part of regularly scheduled updates and revisions. Use all appropriate opportunities to ensure the protection of the natural, scenic, historic and cultural qualities of the Trail.



- C. Work with and coordinate partner efforts, including the Florida Trail Association and USFS, to facilitate volunteer and community involvement where appropriate to ensure the minimum maintenance of the FNST to standard.
- D. Consider any and all Capital Trail Structures (defined for the purposes of this Memorandum of Understanding as any tangible trail asset having a planned lifespan of ten years or more and cannot be readily or feasibly transported to another site) on SRWMD lands to be under the ownership, jurisdiction and management of the SRWMD.
- E. Assist the USFS obtaining required permits and resource documentation necessary to complete Capital Trail Improvements on lands under the jurisdiction of the SRWMD.
- F. Review, comment and approve design plans developed by any third party partner(s) as related to trail structures on land under the jurisdiction of the SRWMD. Review and approval of Capital Trail Improvements must be documented, at a minimum, through official correspondence between the Forest Service and the SRWMD.
- G. Provide the US Forest Service with notice to make timely comments on SRWMD actions which may affect the FNST, especially capital trail structures and trail location.

V. THE U.S. FOREST SERVICE SHALL:

- A. Provide technical and financial assistance in the planning, acquisition, development, maintenance and protection of the Florida National Scenic Trail and associated infrastructure.
- B. Provide minimum standards and guidelines for the development and maintenance of the FNST. (*Attachment 1. Minimum Standards & Guidelines*)
- C. Serve as the official data steward of the FNST and make the information available to land managers and the public.
- D. Through Sponsored Volunteer Agreements provide workman's compensation and tort liability coverage for volunteers to the extent not covered by the SRWMD. (*Attachment 2. Sponsored Volunteer Agreement*)
- E. Convene twice annually the FNST Coalition of land managers and partners to discuss issues affecting the FNST.



- F. Authorize the SRWMD to use the FNST logo on publications, and other materials related to FNST activities.
- G. Provide the SRWMD with notice to make timely comments on Forest Service actions which may affect the FNST, especially capital trail structures and trail location. Design plans may be prepared by a third party partner. Third party design plans will not be independently reviewed or approved by Forest Service engineers.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Florida National Scenic Trail will be cooperatively located in order to provide a user experience appropriate for a National Scenic Trail, and connectivity to existing segments of trail contiguous to SRWMD lands.
- B. A complete Application for FNST Certification will accompany this document. (*Attachment 3. FNST Application for Certification*)
- C. Volunteer involvement in the management and promotion of the FNST is to be encouraged and provided for (*Sec 2(c), National Trails System Act, 1968*).
- D. The Florida Trail Association is recognized as a contributing partner in the development, maintenance and promotion of the FNST and is currently operating under a Sponsored Volunteer Agreement with the U.S. Forest Service.
- E. Additional supporting Challenge Cost Share Agreements may be developed to leverage funds for the planning, maintenance, protection and promotion of the Florida National Scenic Trail in support of this MOU.
- F. This MOU and the accompanying FNST Application for Certification will replace previously signed Certification Agreements between the parties.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
----------------------------	-----------------------------------



Name: Edwin McCook Address: 9225 CR 49 City, State, Zip: Live Oak, FL 32060 Telephone: 386-362-1001 FAX: 386-362-1056 Email: EJM@srwmd.org	Name: Edwin McCook Address: 9225 CR 49 City, State, Zip: Live Oak, FL 32060 Telephone: 386-362-1001 FAX: 386-362-1056 Email: EJM@srwmd.org
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Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Shawn Thomas, FNST Program Manager Address: 325 John Knox Rd., Suite F-100 City, State, Zip: Tallahassee, FL 32301 Telephone: 850-523-8586 FAX: 850-523-8505 Email: shawncthomas@fs.fed.us	Name: JoAnn McGee, Grants Management Specialist Address: 2800 Ocoee St, N City, State, Zip: Cleveland, TN 37312 Telephone: 423-476-9700 FAX: 423-476-9721 Email: jmcgee01@fs.fed.us

H. ASSURANCE REGARDING FELONY CONVICTION OR TAX

DELINQUENT STATUS FOR CORPORATE ENTITIES.

This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the SRWMD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the SRWMD fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the SRWMD has expended in violation of sections 433 and 434.

I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the SRWMD is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.



To the SRWMD Program Manager, at the SRWMD's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the SRWMD from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. ENDORSEMENT. Any of SRWMD's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the SRWMD's products or activities.
- L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.
- Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law
- Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the SRWMD to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.



- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Q. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The SRWMD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- R. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The SRWMD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- T. DEBARMENT AND SUSPENSION. The SRWMD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the SRWMD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- U. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through ten years from that date at which time it will expire. A new MOU may be signed in its place.
- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



Executive Director Date
Suwannee River Water Management District

KELLY RUSSELL, SUPERVISOR Date
U.S. Forest Service, National Forests in Florida

The authority and format of this agreement have been reviewed and approved for signature.

JOANN MCGEE Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Florida National Scenic Trail Application for Certification

I. Name and Description of Managing Authority Responsibility for the Segment

Suwannee River Water Management District Lands including: Deep Creek Conservation Area (Bell Springs Tract, Falling Creek Tract, Little Shoals Tract), Swift Creek Conservation Area (White Springs Tact, Swift Creek Tract, Jerry Branch Tract), Camp Branch Conservation Area (Camp Branch Tract), Sugar Creek Tract), Holton Creek Conservation Area (Holton Creek Tract), Lower Alapaha Conservation Area (Osteen Tract), State Park Conservation Area (Jones Spring Tract), and the Middle Aucilla River Conservation Area (Mt. Gilead Tract, Cabbage Grove Tract.)

The District manages its lands under authority of and in accordance with Section 373.1391 F.S. District lands are acquired to provide natural storage areas for floodwaters; reduce loss of life and property due to floods; protect ground and surface water resources of the region; and protect natural systems associated with floodplain ecosystems. These lands are managed in such a way as to ensure a balance between public access, general public recreational purposes, and restoration and protection of their natural state and condition.

II. Location and Description of Segment

See Attached 2015 State of the Trail Report Summary by Unit.

III. Use of the Trail

The Florida National Scenic Trail is a non-motorized recreation trail that is managed on District lands primarily for pedestrian use. Some segments of trail are shared with other non-motorized trail users as appropriate for both the resource, and the user experience.

IV. Managing Policies and Practices

Under current land management policy, District lands are managed for multiple uses including water, erosion control, preservation of unique, fragile or endangered species, protection of wildlife and fish habitat and forest management. As pertains to recreation, District lands are open to the public for recreational opportunities such as fishing, hiking, biking, horseback riding and camping. Some lands are designated as Wildlife Management Areas and are open to hunting. Due to the sensitive nature of the soils and natural communities found within the river floodplain, District lands are managed to provide resource based experiences.

V. Affirmation

I hereby affirm that,

- a. I am duly authorized to represent the managing authority named above ;

- b. The segment is in existence and available for public use regardless of race, color, or creed;
- c. The segment is managed in accordance with the Comprehensive Plan of the FNST, and the segment's management plan
- d. I, or another representative of the managing authority, will notify the USDA, Forest Service if there is a change in the location or status of the segment;
- e. The official FNST markers to be supplied by the USDA, Forest Service will be posted along the trail and maintained;
- f. The USDA, Forest Service will be informed concerning the status, as well as anticipated changes, of this segment on at least an annual basis; and
- g. If the segment is a non-Federal segment, it will be managed without expense to the United States.

Signed _____
Title _____

Date _____

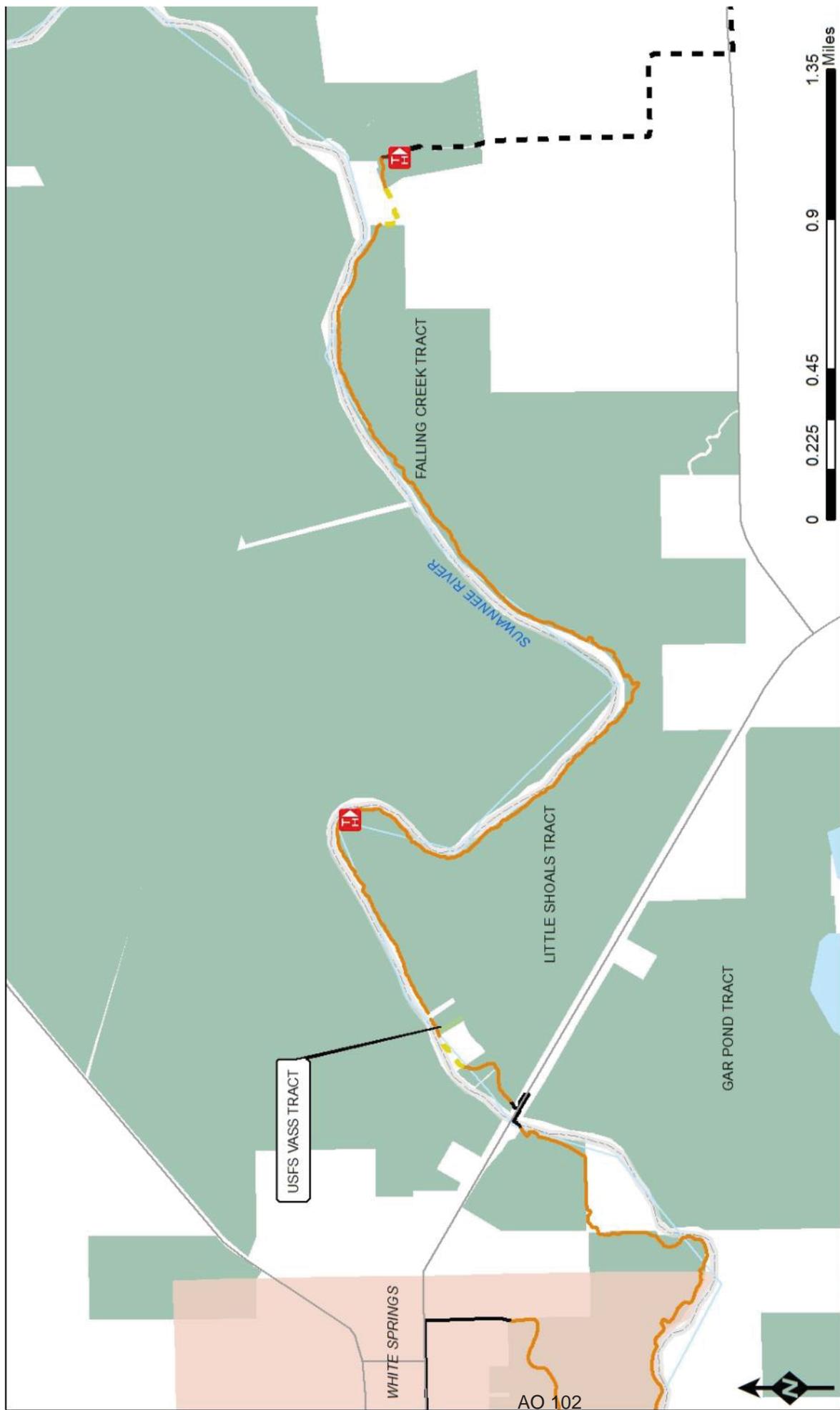
VI. Certification

I hereby certify the trail described in this application qualifies and is accepted as a segment of the FNST and is officially mapped and recorded.

Signed _____

Date _____

Forest Supervisor
National Forests in Florida



**Falling Creek, Little Shoals,
& White Springs Tract;
USFS Vass Tract**
Northern Region
**FLORIDA NATIONAL
SCENIC TRAIL**

- | | | | | | | | |
|--|-------------|--|------------|--|---------------------|--|---------|
| | Dirt Road | | Sand Dune | | Trailheads | | Federal |
| | Levee | | Side Trail | | Campsites | | Local |
| | Paved Road | | Spur Trail | | FLCounties | | Private |
| | Paved Trail | | Trail | | Florida City Limits | | State |
| | Rail Trail | | Private | | | | |
| | Roadwalk | | | | | | |



Suwannee River Water Management District & USFS

Falling Creek, Little Shoals, White Springs Tract; USFS Vass Tract

Trail Length: 6.8 miles (includes SRWMD Big Pine Tract), 0.1 miles (USFS) •

Trail Classes: 2, 3 • Connectors: Private Property (0.2 mi), Private Property (0.1 mi), Private Property

These tracts are part of a network of land which fronts the [Suwannee River](#) and is managed by the [Suwannee River Water Management District](#). The Trail passes through mesic flatwoods and xeric hammocks with floodplain swamp and bottomland forest interspersed along the river. The US Forest Service owns the small Vass Tract with 0.1 miles of FNST, which is surrounded by the Little Shoals tract and private property. Rare species in this area include the Bachman’s Sparrow, Bald Eagle, Florida Mouse, Gopher Tortoise, Swainson’s Warbler, and Wading Bird Rookeries, along with several plant species such as the Giant Orchid and Bartram’s Ixia.



Suwannee River, credit: *Robert Coveney, Florida Trail Association*

Volunteer Support	FTA’s North Florida Trailblazer Chapter
General Trail Maintenance	1/18/15 50 hours from May 2014 to June 2015
Allowed Use	Pedestrian
Hunting Seasons	<i>Hunting seasons</i>
Facilities	4 Trailheads - (Adams Memorial Dr, Wayside Park, Little Shoals and Bell Springs)
Infrastructure <u>366 ft. total</u>	3 span bridges (12 ft., 32 ft., 40 ft. [total 84 ft.] , 2 wood and one steel); 5 puncheons (16 ft., 16 ft., 16 ft., 16 ft., 218 ft. [total 282 ft.], all wood); Maintenance is as needed and ongoing
Permits & Access	None needed
Upcoming Projects	<i>Upcoming Projects</i>



Suwannee River Water Management District

Swift Creek and Camp Branch Conservation Areas

Trail Length: 9.9 miles • Trail Classes: 2, 3 • Connectors: Private Property (0.4 mi), i75 underpass (0.1 mi), Private Property (0.3 mi), Private Property (2.0 mi), Private Property (0.1 mi), Private Property (0.1 mi), Private Property (0.2 mi), Private Property (0.1 mi), Private Property (0.9 mi)



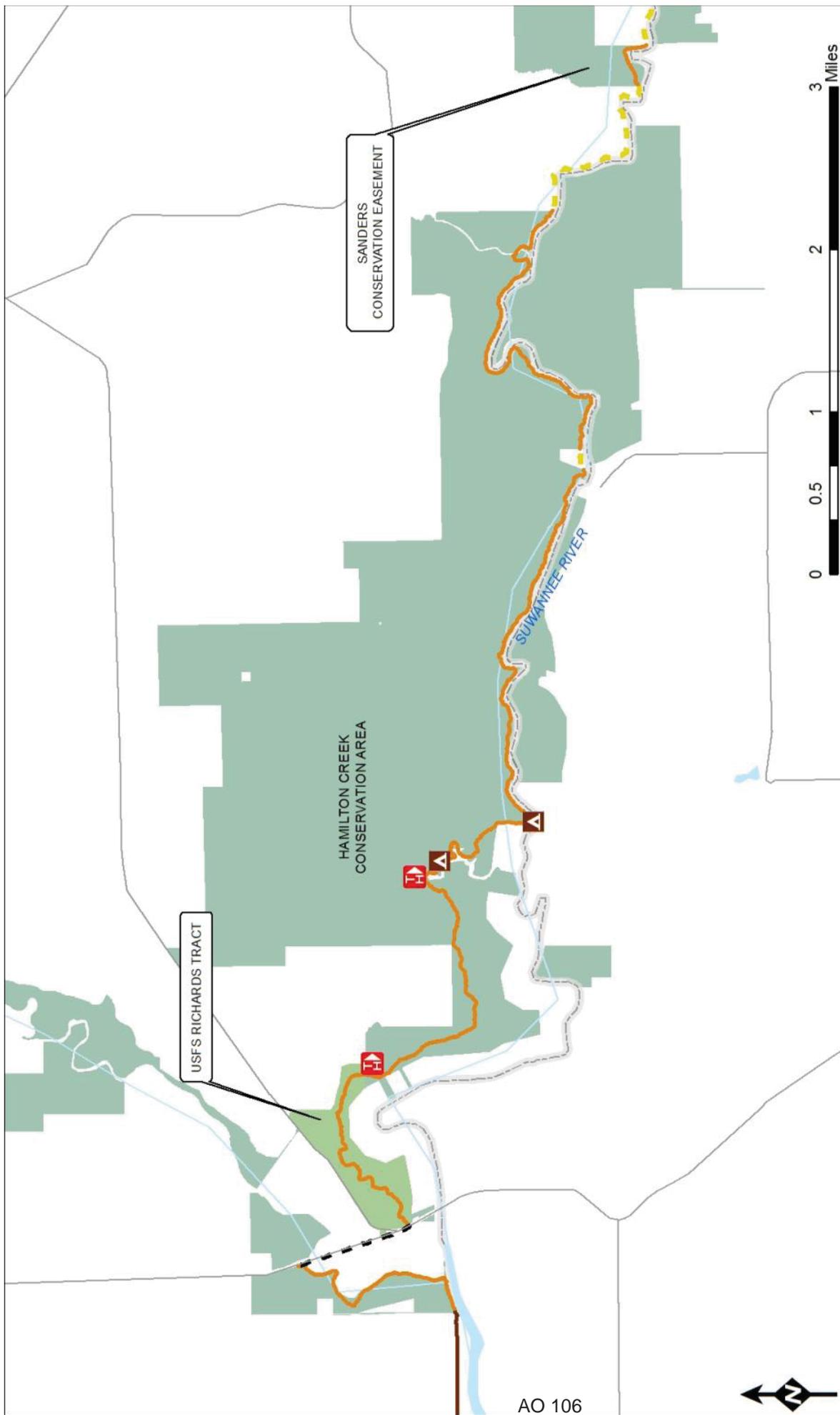
Looking at the Suwannee River from the trail, credit: *Marcus Garrett*



Blaze at Swift Creek Conservation Area, credit: *Jim Schmid*

The Area contains 3.5 miles of the upper Suwannee River and is located entirely within the River’s floodplain. Habitats along this portion of the FNST include scrubby flatwoods, bluffs and ravines, and oak hammocks. Travel in this area is not easy; moderate to strenuous effort will be required as users travel up and down the floodplain channels of the Suwannee River.

Volunteer Support	FTA’s Cracker Chapter
General Trail Maintenance	3/21/15 217 from May 2014 to June 2015
Allowed Use	Pedestrian
Hunting Seasons	<i>Hunting seasons?</i>
Facilities	1 campsite
Infrastructure <u>82 ft. total</u>	6 span bridges (8 ft., 9 ft., 16 ft., 8 ft., 41 ft., [total 82 ft.], 5 wood, 1 steel); Last Maintenance data 4/25/2015
Permits & Access	None needed
Upcoming Projects	Swift Creek Bridge



**Sanders Easement, Holton Creek,
Richards Tract & Lower Alapaha
Conservation Area**
Northern Region
**FLORIDA NATIONAL
SCENIC TRAIL**

- Dirt Road
- Levee
- Paved Road
- Paved Trail
- Rail Trail
- Sand Dune
- Side Trail
- Spur Trail
- Trail
- Private
- Roadwalk
- Trailheads
- Campsites
- FLCounties
- Florida City Limits
- Federal
- Local
- Private
- State



Suwannee River Water Management District & USFS

Holton Creek, Sanders Easement, Richards Tract, & Lower Alapaha Conservation Areas

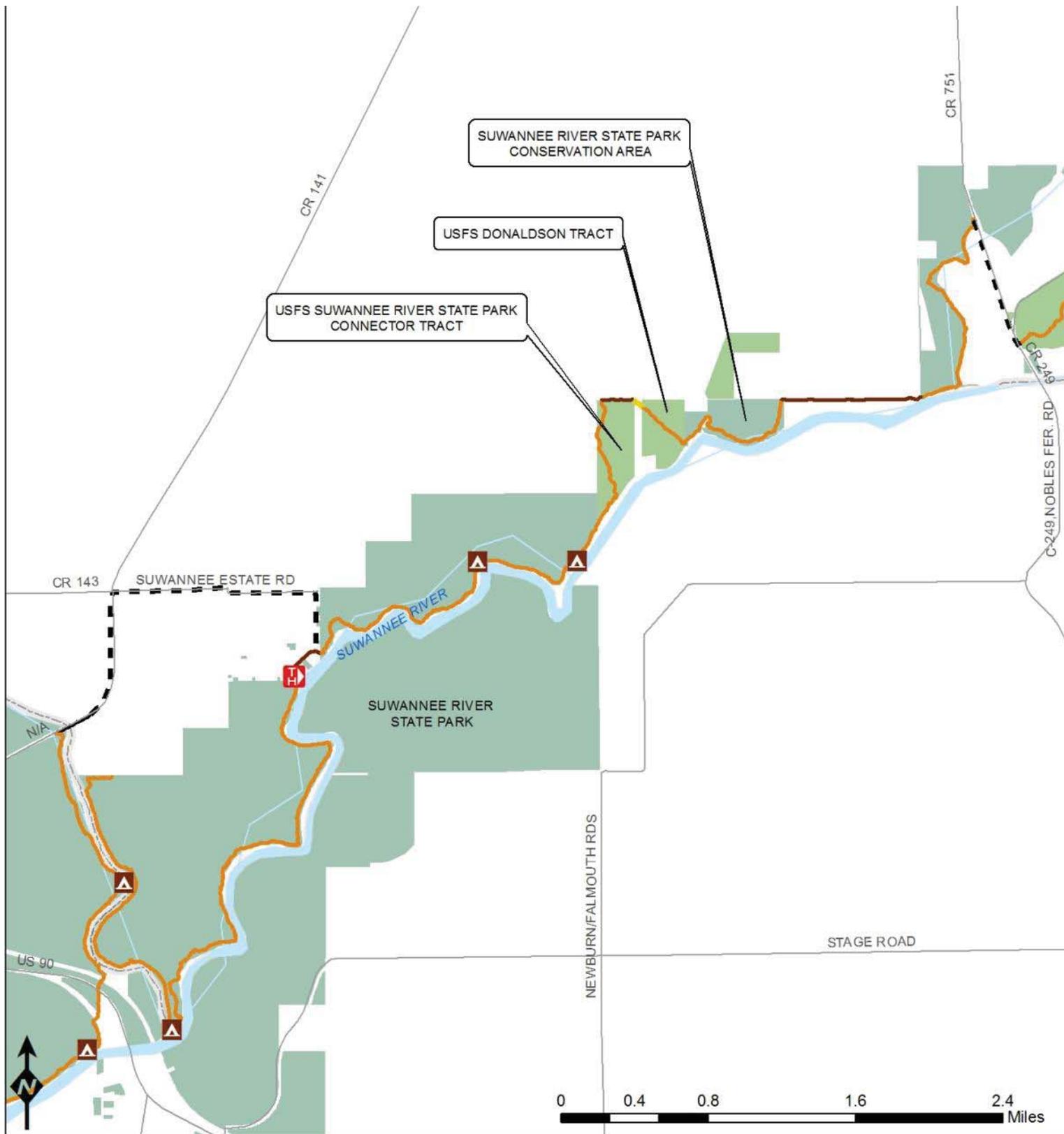
Trail Length: 10.0 miles (SRWMD), 1.4 miles (USFS) • **Trail Classes:** 3, 4 • **Connectors:** Property (0.1 mi), Private Property (0.1 mi), Private Property (0.2 mi), Private Property (0.1 mi); CR751 (0.7 mi)

[Holton Creek Conservation Area](#) was acquired by the Suwannee River Water Management District to protect limestone outcrops and seepage slopes along the Upper Suwannee River. The Trail at Holton Creek follows along the Suwannee River and gives users the chance to see wild turkeys, white-tailed deer, eastern cottontail rabbits, gopher tortoises, American alligators, and red-tailed hawks. Covering the floodplain forest along several miles of the lower Alapaha River, the Lower Alapaha Conservation Area is part of a project to protect the lower river. The Alapaha River runs from the Georgia line for 18 miles to the Suwannee. It is one of the major tributaries of the Suwannee and in Florida is surrounded by undeveloped forest land. The FNST at Lower Alapaha follows the Alapaha River for over half a mile.



FNST at Lower Alapaha Conservation Area, credit: *Jim Schmid*

Volunteer Support	FTA's Cracker Chapter
General Trail Maintenance	1/7/15 214 hours from May 2014 to June 2015
Allowed Use	Pedestrian
Hunting Seasons	Holton Creek: General Gun Mobility-Impaired Season (Oct. - Dec.); Spring Turkey Mobility-Impaired Season (Mar. & Apr.)
Facilities	2 trailheads, 2 campgrounds (Gibson Park, Holton River Camp), 2 campsites
Infrastructure	1 span bridge (40 ft., steel); <i>Last Maintenance Date</i>
Permits & Access	No permits
Upcoming Projects	Annual Maintenance scheduled for Oct. 2015



- | | | | |
|-------------|------------|---------------------|---------|
| Dirt Road | Sand Dune | Trailheads | Federal |
| Levee | Side Trail | Campsites | Local |
| Paved Road | Spur Trail | FL Counties | Private |
| Paved Trail | Trail | Florida City Limits | State |
| Rail Trail | Private | | |
| | Roadwalk | | |

**Suwannee River State Park,
Suwannee River SP
Conservation Area,
& USFS Tracts**

Northern Region

**FLORIDA NATIONAL
SCENIC TRAIL**



FDEP-Div. of Recreation and Parks,

Suwannee River State Park, Suwannee River State Park Cons. Area, & USFS Tracts

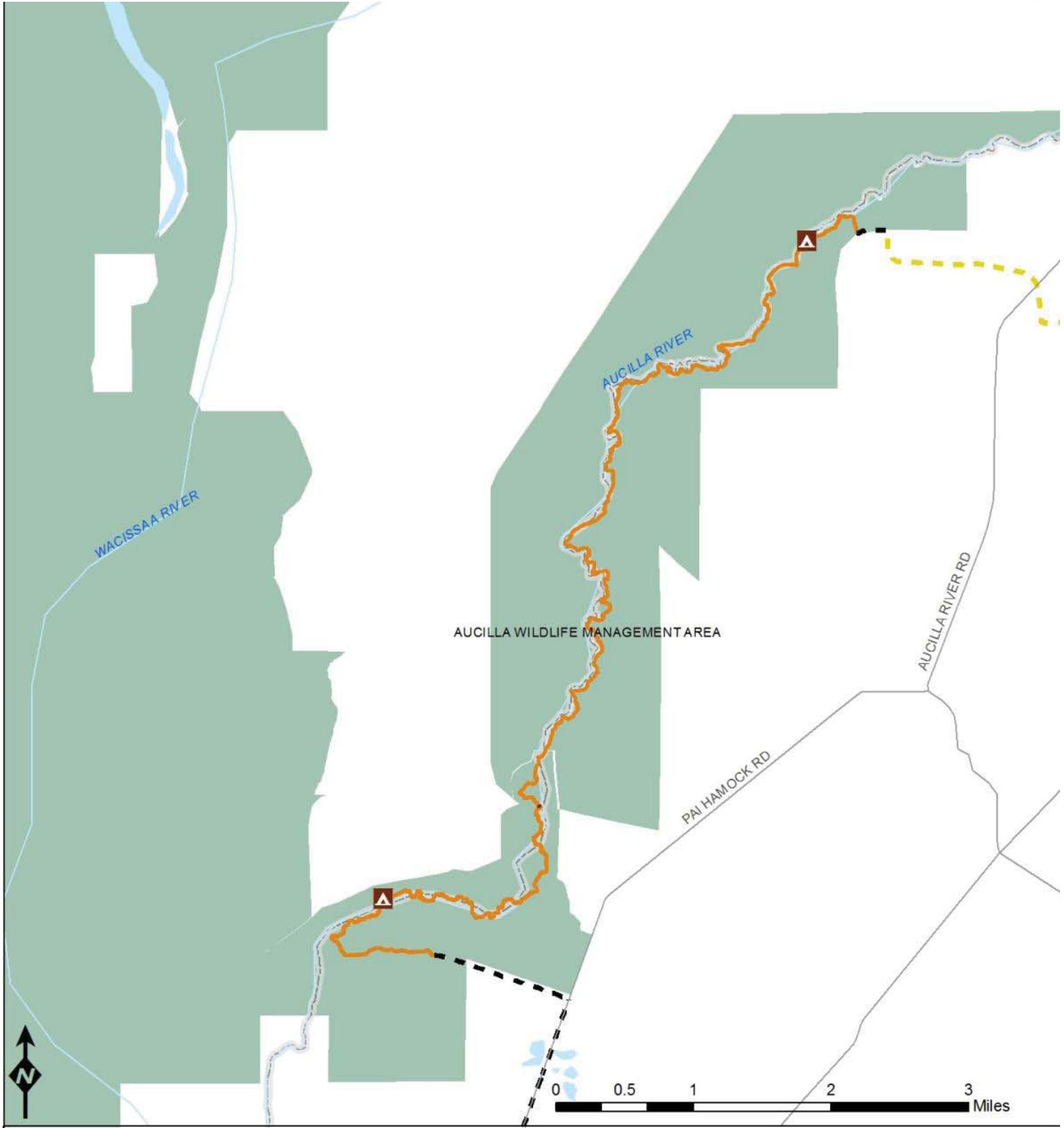
- Trail Length: 7.4 (FDEP State Parks), 0.8 miles (SRWMD), 1.3 miles (USFS) •
- Trail Classes: 2, 3, 4, 5 • Connectors: CR141 / 75th Way (2.4 mi)



[Suwannee River State Park](#) is located at the confluence of the Withlacoochee and Suwannee Rivers. The park contains over 1,800 acres of sinks, streams, springs, limestone outcroppings, and rivers. The park is home to an abundance of plant and animal species including the threatened gopher tortoise, as well as fox, deer, song birds, wildflowers, and diverse native forests. The protected Gulf Sturgeon and other fish and reptiles are abundant in the Suwannee River. The FNST at Suwannee River State Parks generally follows the course of the Suwannee River and its floodplain channels.

Trail and orange blaze at Suwannee River State Park, credit: *Jim Schmid*

Volunteer Support	FTA's Suwannee Chapter
General Trail Maintenance	5/24/15 102 hours from May 2014 to June 2015
Allowed Use	Pedestrian
Hunting Seasons	Hunting not permitted
Facilities	1 trailheads, 3 campsites
Infrastructure	None
Permits & Access	No permits
Upcoming Projects	No upcoming projects



Aucilla River Wildlife Management Area
Northern Region
FLORIDA NATIONAL SCENIC TRAIL



Suwannee River WMD & FWC

Aucilla River WMA

Trail Length: 7.9 miles (SRWMD), 5.6 miles (FWC) • Trail Classes: 3 • Connectors: None

Noted for its unique beauty and geology, this section of the FNST follows the Aucilla River through the Middle Aucilla Conservation Area and the [Aucilla Wildlife Management Area](#). Users will travel in the Aucilla Wildlife Management Area along the Aucilla River’s rapids, following the Trail until it reaches the Aucilla Sinks. At the Sinks, the river dips into limestone sinkholes and “disappears” underground. The river rises in and out of the limestone for approximately seven miles. The Trail along the river is usually dry unless the river is at flood stage, at 9 feet. The Middle Aucilla Conservation Area contains floodplain forests with a mixture of pine flatwoods and pine/hardwood forests. Endangered and threatened species in this area include the red-cockaded woodpecker, wood stork, eastern indigo snake, and gopher tortoise.



Looking over the river, credit: *Sandra Friend, Florida Trail Association*



Bridge next to the Aucilla River, credit: *Jim Schmid*

Volunteer Support	FTA’s Apalachee Chapter
General Trail Maintenance	Last maintenance: 3/31/15 Maintained on: 10/27/14, 11/1/14, 12/3/14, 12/23/14, 12/31/14, 1/1/15, 1/10/15, 1/17/15, 2/27-3/1/15, 3/25/15
Allowed Use	Pedestrian
Hunting Seasons	Archery (Sept. - Oct.); Muzzleloading Gun Season (Oct.); Family Still (Oct.); General Gun Season (Nov. - Dec.); Wild Hog-Still (Dec.); Small Game & Trapping Seasons (Dec. - March); Spring Turkey (Mar. - Apr.)
Facilities	2 campsites
Infrastructure	2 span bridges, both wood; <i>Last Maintenance Date</i>
Permits & Access	<i>Permits and Access</i>
Upcoming Projects	- General trail maintenance including removal of downed trees and re-blazing. - Additional signage is needed to warn hikers of rock outcrops and for interpretation.

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Division Director, Administration and Operations
DATE: September 30, 2015
SUBJECT: Land and Facilities Operations Activity Summary

The Land and Facilities staff have been coordinating and completing the archeological monitoring of the Otter Springs restoration project.

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.

Kiosk panels were completed and installed at the Gar Pond tract trailhead.

District staff made annual inspections of twenty of twenty three significant archaeological sites on District lands. Two of the sites are land locked and have difficult access.

District staff suspended issuing special use authorizations for boat & canoe camping on the 47 Bridge tract due to flooding.

/pf

LAND AND FACILITIES OPERATIONS

Prescribed Fire

Summary Table FY 2015	2015 Target Acres	Acres Complete
Suwannee River Water Management District	10,750	7,143
Florida Forest Service burns on Twin Rivers State Forest	2,000	1,753
TOTAL	12,750	8,896

Timber

- A contract has been executed on the Mill Creek North #4 Timber Sale, and the pre-harvest meeting was held on December 31, 2014. Harvesting started on August 6, 2015.
- Harvesting started on the Devils Hammock #1 sale on July 23, 2015. The crew had to move off July 27, 2015 due to heavy rains. Staff will extend the contract by the number of days that the logger can't work due to saturated soils. Once the site is dry enough to move back, harvesting will be restarted. A large percentage of the wildfire-burned wood was harvested.
- Contracts have been executed on Steinhatchee Springs #13 and #14 timber sales.
- The contract has been executed and harvesting is underway on the Cabbage Grove #1 timber sale.

Tract	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Steinhatchee Rise #2	13/14-229	70	3,777	\$61,347.56	Complete	August 30, 2015
Little Shoals #4	14/15-023	129	5,460	\$107,515.42	Complete	October 30, 2015
Mill Creek North #4	14/15-049	211	4,534	\$104,555.42	Harvest Underway	December 22, 2015
Steinhatchee Springs #12	14/15-061	78	54,056	\$61,348.27	Complete	January 6, 2016
Devils Hammock #1	14/15-182	51	169	\$1,348	Suspended	August 18, 2015
Cabbage Grove #1	14/15-196	189	684	12627.46	Harvest Underway	August 31, 2016
Steinhatchee Springs #13	14/15-198	241			Contract Executed	August 30, 2016
Steinhatchee Springs #14	14/15-197	172			Contract Executed	August 31, 2016

Conservation Easement Monitoring

- Loncala, Inc.: (Monteocha Creek, Alapaha River and Santa Fe River) Staff has met with Loncala to review field operations in Gilchrist County. Staff conducted office interviews and inspected the Monteocha Creek Tract in Alachua County on August 18, 2015. The report is being drafted.
- 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.
- Staff is preparing to inspect the Usher Windbend and Drummond Pond Easements in Levy County.
- Staff is inspecting the Walker Spring easement in Jefferson County on the Aucilla River on September 11.

MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: September 28, 2015
RE: Approval to Enter into Contract for the October 2015 Florida Department of Environmental Protection Springs Agricultural Cost-Share Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contract with one applicant for the October 2015 Florida Department of Environmental Protection Springs Agricultural Cost-Share Program in the amount of \$48,352.

BACKGROUND

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

This project with David Corbett Farms, LLC, is for cost-share of irrigation panel upgrades, GPS positioning, remote controlling of fertigation systems, and establishment of a base station to remotely control 13 center pivot systems. These tools can reduce groundwater use by allowing the producer to remotely stop irrigation during rain events and by shutting off end guns through GPS positioning. The project meets the intent and scope of the District's agreement with DEP to disperse the funding. The water savings are estimated to reduce irrigated pumpage by 140,000 gallons per day of water at a cost of \$0.09 of public funds per thousand gallons over a 10-year period. The project area is located in Madison and Suwannee counties within the proposed Suwannee River Basin Management Action Plan.

The total DEP springs cost-share recommended for Governing Board approval for October 2015 is \$48,352. The applicant's portion for these items will be \$59,403, or 55% of the equipment cost.

The total District cost-share funds to be dispersed to date for the DEP Springs Agricultural Cost-Share Program is \$315,553 for a cost-benefit of \$0.13 of public funds per thousand gallons.

David Corbett Farms, LLC, is compliant with District permitting and voluntary automated monitoring has been applied to all permits covered by the proposed cost-share.

Exhibit A is a list of the proposed recipient, proposed funding amount, and best management practices. Exhibit B is a breakdown of the items being cost-shared. Exhibit C is the cumulative results for this fiscal year.

JG/dd

Exhibit A

Owner Name	County	Improved Water Conservation	Advanced Nutrient Management	Nursery Water Conservation	Project Description
David Corbett Farms, LLC	Madison and Suwannee	\$46,226	\$2,126	-	1 Base station, 4 Panel Upgrades, 8 GPS Positioning Systems, 13 Remote Controlling of Equipment, 4 Fertigation
	Total Estimated	\$46,226	\$2,126	-	\$48,352

Exhibit B – Itemized List

Producer	Item	SRWMD Average Cost Per	Quantity	SRWMD Total	Producer Share
David Corbett Farms, LLC	Base station	\$5,000.00	1	\$5,000	\$7,000
	Panel Upgrades	\$2,581.00	4	\$10,324	\$20,792
	GPS Positioning	\$802.38	8	\$6,419	\$6,419
	Remote Controlling of Equipment	\$1,883.31	13	\$24,483	\$24,483
	Fertigation	\$531.50	4	\$2,126	\$709
				\$48,352	\$59,403

Exhibit C – Fiscal Year to Date Cumulative Results for the DEP Springs Agricultural Cost-Share Program

Estimated Groundwater Savings	Estimated Annual Nutrient Reduction	SRWMD Cost
1.19 MGD	43,000 Pounds	\$315,553

MEMORANDUM

TO: Governing Board

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

DATE: September 28, 2015

RE: Surface-Use Lease Agreement with Chemours Company TT, LLC,
Rayonier Atlantic Timber Company South Tract in Bradford County, Florida

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a surface-use lease agreement with Chemours Company TT, LLC, to mine portions of the District-owned Rayonier Atlantic Timber Company South Tract in Bradford County, Florida.

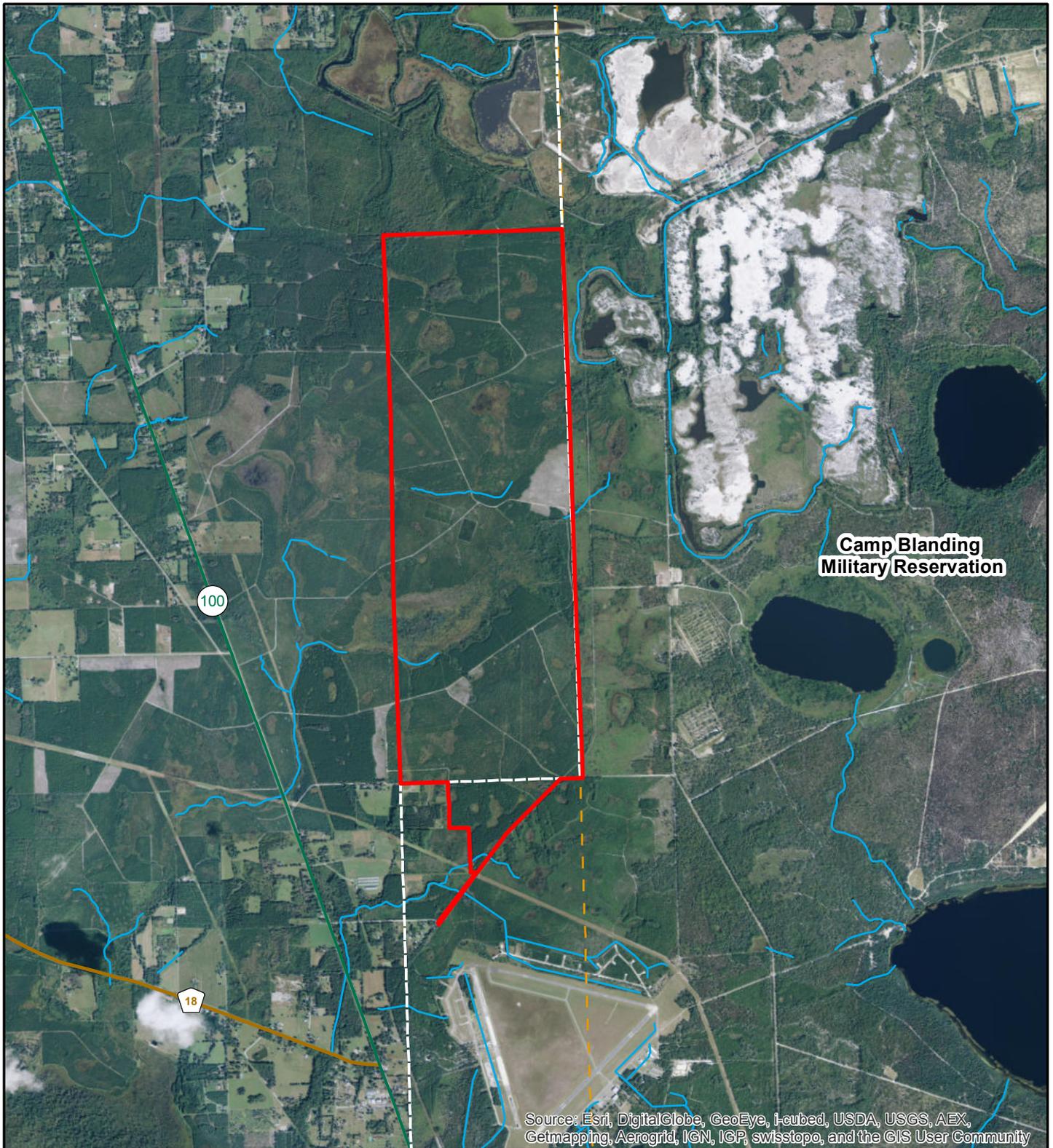
BACKGROUND

At the June 9, 2015, Governing Board meeting, a Public Hearing was held and the Suwannee River Water Management District Governing Board approved Resolution Number 2015-16. The Resolution included: 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 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.

The tract is an important component of the District's ongoing effort to develop significant water resource development projects in District-designated water resource caution areas. The attached figure indicates the tract location. Preliminary assessment indicates development of the tract as a water resource development project and will include the following benefits: sustaining flows to Santa Fe River in support of the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs, enhancing wetlands and providing additional surface-water storage, providing flood abatement to county residents and providing aquifer recharge.

The attached surface-use lease agreement allows Chemours Company TT, LLC, (Chemours), to mine portions of the tract for heavy minerals extraction. The agreement between Chemours and the District enhances development of the tract as a water resource development project. This would be done by coordinating reclamation of the site with Chemours to perform site work necessary for development of the water resource development project. The District will work with Chemours, the National Guard Bureau, and Department of Environmental Protection to design a project that optimizes the mine reclamation method to satisfy State of Florida requirements and meeting the objectives to sustain flows to the Santa Fe River, enhance wetland systems and surface water storage, and provide flood protection.

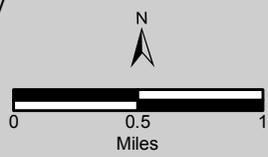
DJ/dd



**Camp Blanding
Military Reservation**

-  Project Boundary (2,014 Acres +/-)
-  WMD Boundary
-  County Boundary
-  Streams (USGS Modified)

**Rayonier Atlantic Timber Company
South Tract**



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 8/26/2015

COMPENSATION AND RECLAMATION AGREEMENT

THIS AGREEMENT, (this “AGREEMENT”) entered into this _____ day of _____ 2015, is by and between the 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 (the “DISTRICT”), and THE CHEMOURS COMPANY TT, LLC, a Pennsylvania limited liability company, having its principal place of business at 1007 Market Street, Wilmington, Delaware 19899 (the “COMPANY”).

W I T N E S S E T H :

WHEREAS, the DISTRICT is the owner of a certain parcel of real property (the “PROPERTY”) located in Bradford County, Florida which is more particularly described in Exhibit “A”, attached hereto and made a part hereof; and,

WHEREAS, the DISTRICT obtained title to the PROPERTY 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 (“RAYONIER”), and,

WHEREAS, RAYONIER conveyed title to the PROPERTY to the DISTRICT by virtue of that certain special warranty deed (the “DEED”) dated _____, 2015, and recorded at O.R. Book _____, Page _____, of the public records of Bradford County, Florida; and,

WHEREAS, RAYONIER reserved to itself and its successors and assigns the mineral rights to the PROPERTY by including in the DEED as clause which provides as follows:

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.

(the "MINERAL RESERVATION") (the rights reserved to RAYONIER through the MINERAL RESERVATION shall be referred to as the "MINERAL RIGHTS"); and,

WHEREAS, the MINERAL RESERVATION provides (in the underlined provision) that the DISTRICT is entitled to "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,

WHEREAS, the COMPANY has purchased a portion of the MINERAL RIGHTS from RAYONIER and wishes to commence mining on the PROPERTY; and,

WHEREAS, the COMPANY is aware of the DISTRICT's right to "just and reasonable compensation for ... damage to the surface" and wishes to come to an understanding with the DISTRICT concerning such compensation; and,

WHEREAS, the DISTRICT is a Florida water management district operating and governed by Chapter 373, Florida Statutes; and,

WHEREAS, the DISTRICT is authorized under Florida law to undertake projects to store or impound surface water for flood abatement or the enhancement of natural systems:

In order to carry out the works for the district, and for effectuating the purposes of this chapter, the governing board is authorized to clean out, straighten, enlarge, or change the course of any waterway, natural or artificial, within or without the district; to provide such canals, levees, dikes, dams, sluiceways, reservoirs, holding basins, floodways, pumping stations, bridges, highways, and other works and facilities which the board may deem necessary; to establish, maintain, and regulate water levels in all canals, lakes, rivers, channels, reservoirs, streams, or other bodies of water owned or maintained by the district; to cross any highway or railway with works of the district and to hold, control, and acquire by donation, lease, or purchase, or to condemn any land, public or private, needed for rights-of-way or other purposes, and may remove any building or other obstruction necessary for the construction, maintenance, and operation of the works; and to hold and have full control over the works and rights-of-way of the district.

Section 373.086(1), Florida Statutes

WHEREAS, the DISTRICT is also authorized under Florida law to undertake projects to recharge groundwater and underground water supplies:

The governing board may establish works of the district for the purpose of introducing water into, or drawing water from, the underlying aquifer for storage or supply.

Section 373.087, Florida Statutes

A water management district may do any act necessary to replenish the groundwater of the district. The district may, among other things, for the purposes of replenishing the groundwater supplies within the district:

- (a) Buy water;
- (b) Exchange water;
- (c) Distribute water to persons in exchange for ceasing or reducing groundwater extractions;
- (d) Spread, sink, and inject water into the underground;
- (e) Store, transport, recapture, reclaim, purify, treat, or otherwise manage and control water for the beneficial use of persons or property within the district; and
- (f) Build the necessary works to achieve groundwater replenishment.

Section 373.106(3), Florida Statutes; and,

WHEREAS, after the COMPANY completes mining of its MINERAL RIGHTS, the DISTRICT wishes to use the PROPERTY for project(s) which will store or impound surface

water and/or recharge groundwater by introducing water into the aquifer; and,

WHEREAS, it is possible for the COMPANY to arrange its mining activities so as to make it easier for the DISTRICT to later use the PROPERTY for such project(s); and,

WHEREAS, the parties wish to, upon certain terms, trade the compensation due to the DISTRICT for damage to the surface of the PROPERTY for the assistance of the COMPANY in the DISTRICT's project(s); and

WHEREAS, the parties have reached an agreement on the matters set out above and wish to commit the terms of such agreement to writing and make a binding contract thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the sufficiency of which is hereby acknowledged, the parties, intending to become legally and contractually bound, agree as follows:

1. RECITALS. The above recitals are incorporated herein by reference as an integral part hereof.
2. COMPENSATION TO BE PAID TO THE DISTRICT. The COMPANY shall owe no compensation to the DISTRICT as provided in the MINERAL RESERVATION except as provided in this AGREEMENT. Provided that this AGREEMENT shall not relieve any other person or entity of the duty to pay such compensation.
3. EXERCISE OF MINERAL RIGHTS. Under the applicable law, the COMPANY is required to apply for and obtain certain regulatory permits (the "PERMITS") from the Florida Department of Environmental Protection and possibly the U.S. Army Corps of Engineers. To obtain the PERMITS, the COMPANY will be required to show a plan for the reclamation and/or rehabilitation of the disturbed PROPERTY during and after the conclusion of the COMPANY's mining activities.
4. RECLAMATION. While the COMPANY follows the applicable laws that dictate methods for reclamation, the COMPANY will work with the DISTRICT in implementing the optimum reclamation method suggested by the DISTRICT that also satisfies the State of Florida requirements. In this regard:
 - 4.1 As part of the application process for the PERMITS, the COMPANY will be required to prepare a plan for the reclamation and/or rehabilitation of the disturbed PROPERTY (the "COMPANY PLAN") in which the COMPANY shall provide for the reclamation of the PROPERTY in a reasonable and workmanlike manner meeting all requirements of law.
 - 4.2 At the time the COMPANY submits its applications for the PERMITS, the COMPANY shall submit to the DISTRICT a copy of all such applications including a copy of the COMPANY PLAN.

- 4.3 As soon as practical after receipt of the COMPANY PLAN, the DISTRICT shall prepare and transmit to the COMPANY, a plan for the reclamation and/or rehabilitation of the disturbed PROPERTY (the "DISTRICT PLAN") in which the DISTRICT shall provide for the reclamation of the PROPERTY meeting all requirements of law. However, the DISTRICT PLAN shall propose a plan of reclamation that the DISTRICT believes would be beneficial to the DISTRICT for the DISTRICT's project(s) to store or impound surface water and/or aquifer recharge projects it intends to implement on the PROPERTY. The COMPANY will review the DISTRICT PLAN and inform the DISTRICT whether it approves the DISTRICT PLAN as soon as practical.
- 4.4 Should the DISTRICT PLAN be approved by the COMPANY, the DISTRICT and the COMPANY shall submit to the government agencies having jurisdiction over the PERMITS, an application to amend the PERMITS to require the COMPANY use and implement the DISTRICT PLAN for its reclamation activities. Upon the amendment of the PERMITS to use and implement the DISTRICT PLAN, no further compensation shall be owed to the DISTRICT as provided in the MINERAL RESERVATION.
- 4.5 Should the DISTRICT PLAN not be approved by the COMPANY, the DISTRICT may, in its sole discretion, elect to have the DISTRICT and the COMPANY submit to the government agencies having jurisdiction over the PERMITS, an application to amend the PERMITS to require the COMPANY use and implement the DISTRICT PLAN for its reclamation activities. Upon the amendment of the PERMITS to use and implement the DISTRICT PLAN, the COMPANY shall, in compliance with the PERMITS, implement the DISTRICT PLAN as its reclamation plan according to its normal timetable. However, the DISTRICT shall pay to the COMPANY an amount equal to:
- 4.5.1 The costs (both direct and indirect) for the COMPANY to implement the DISTRICT PLAN; less,
 - 4.5.2 The costs (both direct and indirect) for the COMPANY to implement the COMPANY PLAN; less,
 - 4.5.3 The compensation the DISTRICT is owed by the COMPANY as provided in the MINERAL RESERVATION.
- 4.6 Should the DISTRICT PLAN fail to meet with the approval of all government agencies having jurisdiction over the PERMITS or the DISTRICT fail to elect to have the COMPANY use and implement the DISTRICT PLAN, the COMPANY shall use and implement the COMPANY PLAN, and pay the DISTRICT the compensation the DISTRICT is owed by the COMPANY as provided in the MINERAL RESERVATION.

5. THIS AGREEMENT NOT TO APPLY TO POST MITIGATION MINING. Under the MINERAL RESERVATION, the PROPERTY may be mined more than once. This AGREEMENT shall only apply to the initial mining and reclamation of the PROPERTY. In other words, once the PROPERTY has been mined and reclaimed once, this AGREEMENT will no longer apply to any future mining or other extraction of minerals from the PROPERTY.

6. DISTRICT NOT TO BE RESPONSIBLE FOR THE RECLAMATION OF THE PROPERTY. Except for the duty to pay to the COMPANY the sums as set out herein, the DISTRICT shall have no duty to reclaim the PROPERTY or take any action with regards thereto.

7. COMPANY TO HAVE NO RESPONSIBILITIES UNDER THIS AGREEMENT UNLESS IT DISTURBES SURFACE. The DISTRICT's right to compensation only occurs if and when there is, "any injury or damage to the surface of said land or to the crops or improvements". Therefore until and unless such occurs, the COMPANY shall have no liability or obligation under this AGREEMENT to participate in or contribute to any reclamation of the PROPERTY or the DISTRICT's project(s) to store or impound surface water and/or aquifer recharge projects it intends to implement on the PROPERTY.

8. NOTICE. All notices given pursuant to this AGREEMENT by either party to the other shall be in writing and personally delivered or mailed by certified or registered mail, postage prepaid, and addressed as provided below. With respect to all notices so mailed, the same shall be deemed effective upon receipt unless otherwise specified herein. All notices shall be addressed as follows, or to such other address as is furnished by one party to the other from time to time.

The DISTRICT: The Suwannee River Water Management District
 c/o its Executive Director
 9225 CR 49
 Live Oak, FL 32060

The COMPANY: The Chemours Company
 Mr. C.J. Hilton
 P.O. Box 753
 Starke, FL 32091

Mitchell Duling
 The Chemours Company
 c/o Corporate Real Estate
 2nd Floor DuPont Building
 1007 Market Street
 Wilmington, DE 19899

9. RECORDATION. Both parties agree that this AGREEMENT, or a memorandum thereof, may be recorded in the public records of Bradford County, Florida.
10. GOVERNING LAW. This AGREEMENT shall be governed by and construed according to the laws of the State of Florida, without regards to its conflict of laws rules.
11. PUBLIC RECORDS. This AGREEMENT and all documents, papers, letters, or other material made or received by the DISTRICT in conjunction with this AGREEMENT shall be a public record under Chapter 119, Florida Statutes.
12. INTEGRATION. This AGREEMENT supersedes all previous agreements, oral or written, between the DISTRICT and the COMPANY concerning the PROPERTY, and represents the whole and entire agreement between the parties. Neither party has entered into this AGREEMENT in reliance upon any fact or representation not expressly provided in the written terms of this AGREEMENT. This AGREEMENT may not be amended, revoked, or abandoned, except by a writing executed by the DISTRICT and the COMPANY with the same formalities as this AGREEMENT.
13. VENUE AND JURISDICTION OF LITIGATION. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this AGREEMENT shall be the state courts of the State of Florida in and for the Florida county where the PROPERTY is located, or if located in more than one Florida county, then in any of them. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
14. WAIVER OF JURY TRIAL. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this AGREEMENT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
15. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
16. AGREEMENT NOT TO BE CONSTRUED AGAINST EITHER PARTY. This AGREEMENT is the product of negotiation between the parties, thus the terms of this AGREEMENT shall not be construed against either party as the drafter.
17. ASSIGNMENT. Neither party shall assign its rights or duties under this AGREEMENT, without the prior written consent of the other party. Provided that such consent shall not be unreasonably withheld.

18. MISCELLANEOUS. Neither the DISTRICT nor the COMPANY intend this AGREEMENT to be for the benefit of any other person or entity, therefore no person or entity is an intended third party beneficiary hereof. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This AGREEMENT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF the DISTRICT has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: _____

Don Quincey, Jr
Its Chair

(OFFICIAL SEAL)

ATTEST: _____

Virginia H. Johns
Secretary / Treasurer

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

IN WITNESS WHEREOF the COMPANY has caused these presents to be executed in its name by its Manager, the day and year aforesaid.

Signed, Sealed and Delivered
in the Presence of:

THE CHEMOURS COMPANY TT, LLC

By: _____

Witness (print name under signature)

Its Manager

Witness (print name under signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, in his capacity as manager and the authorized representative of THE CHEMOURS COMPANY TT, LLC, who is personally known to me, or who produced _____ as identification.

Notary Public (print name under signature)
Commission #

My Commission Expires:

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

MEMORANDUM

TO: Governing Board

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

DATE: September 28, 2015

RE: Agricultural Water Use Monitoring Update

Update on Agricultural Water Use Reporting

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 criteria for providing District assistance for agricultural water use reporting on 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. 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 311 monitoring points. An additional 50 wells are self-reported as having minimal use.

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 205 withdrawal points. Forty-four units are monitored both directly and through electrical estimation. Estimations using power consumption are on average within 3-4% of usage recorded by pressure-sensor devices.

In summary, there were 522 wells being monitored as of September 15, which is about 61% of existing wells with monitoring conditions. An additional 221 wells with monitoring conditions have not been drilled.

At the end of calendar year 2014, the 100 largest agricultural water use permits by allocation accounted for over 40% of the total agricultural groundwater allocation. Two-thirds of these permits had monitoring conditions. In March of 2015, the Governing Board directed staff to invite the remaining 34 to join the District's monitoring program voluntarily. As of mid-September, eleven (11) permittees now have monitoring conditions, four (4) are considering cost-share contracts, four (4) are considering applying and asked to be called back during a less busy time, one (1) does not meet the monitoring rule criteria based on the size of his wells, one (1) was not interested, one (1) has agreed and is awaiting permitting staff contact, four (4) have not yet returned calls, and eight (8) remained uncontacted.

MW/dd

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Bureau Chief, Hydrologic Data Services

DATE: September 28, 2015

RE: Amendment of Contract 13/14-053 with The Canopy of Technology for Programming Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to amend Contract 13/14-053 with The Canopy of Technology for a not-to-exceed amount of \$60,000 and to extend the contract date to September 30, 2016.

BACKGROUND

On February 12, 2014, the Executive Director authorized a contract with The Canopy of Technology for software development services. The Canopy of Technology, Inc., is on the Florida State Contract for Information Technology Services at a state approved hourly rate of \$85.

Since the contract was signed, Canopy of Technologies has updated and modified an existing water use permitting database and built a new database module to store water use monitoring related data.

The District currently does not have programming staff, and it is important to have access to programmers to update and modify existing database processes, add new features and install software upgrades. This contract is work-order based, which enables staff to develop a scope of work, submit it to the contractor for a quote with a description of services, review the quote, and issue a letter of approval for the contractor to perform the described work.

Programming work will be undertaken on the water use monitoring module to improve the process and capability of the application and create a procedure to import data from the E-Reg system into the module. Staff is also beginning efforts to update and integrate the existing monitoring inventory database with the new water quality database, and the contractor may be requested to develop database relationship structures as time and budget allow.

Staff is requesting to increase the available contract funds from \$29,975 to \$60,000 and to extend the expiration date to September 30, 2016.

Funding for this work is available in the Fiscal Year 2016 budget.

/dd

MEMORANDUM

TO: Governing Board
FROM: Tom Mirti, Bureau Chief, Hydrologic Data Services
DATE: September 28, 2015
RE: Selection of Contractor to Update and Consolidate Surface Water Improvement and Management Plans

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to: 1) enter into a contract with Environmental Science Associates to revise and consolidate the District's Surface Water Improvement and Management Plans for an amount of \$199,280.00, 2) to amend the contract amount up a 10% (\$19,928) contingency for additional unplanned activities and 3) authorize the balance of the funding grant be available to reimburse District staff time expended in the SWIM plan update process.

BACKGROUND

At its May 2015 meeting, the Governing Board amended the Fiscal Year 2014/2015 budget to accept a \$228,563 grant from the National Fish and Wildlife Foundation to be used by the District to hire a contractor to update and consolidate its out-of-date Surface Water Improvement and Management (SWIM) Plans. The District released a Request for Proposals (RFP) for this project on August 7. On August 14, a mandatory pre-bid meeting was held at the District for potential contractors. Within the RFP, the District provided the following ranking and weighting set of criteria.

#	Element	Weighting
1.	Proposal summary and discussion of process, objectives and deliverables.	10%
2.	Project staff experience in developing or revising other SWIM plans or similar resource planning efforts and documents.	15%
3.	Project staff experience in facilitating effective meetings.	10%

4.	Project staff experience with similar resource management planning exercises and document production involving multiple agencies, NGOs and public.	15%
5.	Quality of documents provided for review, including but not limited to the clarity, organization, sentence fluency, conciseness, and focus.	10%
6.	Project staff experience working in District counties with local governments, community leaders, business communities, resource management agencies, agricultural interests, environmental groups, etc.	20%
7.	Total Proposal Cost	20%

On September 10, 2015, the District had received six (6) proposals from potential contractors. These proposals were reviewed and ranked by Division Directors Tim Sagul, Dave Dickens and Erich Marzolf at a meeting on September 24, 2015.

The top ranked firm was Environmental Sciences Associates. The firms in ranked order are:

Rank	Firm	Overall Score	Proposal Cost
1	Environmental Sciences Associates	90.30	\$199,280
2	Scheda Ecological Associates	89.01	\$202,244
3	AMEC Foster Wheeler	88.73	\$216,601.88
4	Normandeau Associates	88.22	\$210,845
5	Dunn, Salsano & Vergera Consulting, LLC	80.34	\$209,484
6	Natural Systems Analysts	79.67	\$195,603

In the late 1980s it was determined that Florida had to do more to protect and restore its surface waters. While "point" sources—end-of-pipe sewage and industrial wastes—were being controlled, "nonpoint" source pollutants that enter water bodies in less direct ways were still a major concern. In 1987 the Florida Legislature created the SWIM program as one mechanism to address these nonpoint pollution sources.

SWIM was the first major state program to address a waterbody's needs as a system of connected resources rather than simply as isolated wetlands or water bodies. To accomplish this, SWIM forged important partnerships in water resource management with the communities and other agencies. While the state's five water management districts are directly responsible for the SWIM program, they work in concert with DEP, federal, state, and local governments and the private sector. All the partners contribute—with funding or in-kind services. In fact, in many areas, state-appropriated money is not the biggest part of program funding.

Typically the SWIM staff developed carefully crafted plans for at-risk water bodies, and directed the work needed to restore damaged ecosystems, prevent pollution from stormwater runoff and other sources, and educate the public. SWIM plans are used by other state programs to help make land-buying decisions and by local governments assisting in land-use management decisions.

Originally, the Florida Legislature funded the SWIM program annually, matched by monies raised by the water management districts. This original dedicated annual funding ended after the 1997-98 fiscal year. However, many SWIM water bodies have benefited from significant individual legislative appropriations throughout the years associated with the Community Budget Issue Request water project funding process under s. 403.885, F.S.

SWIM plans were primarily developed to address, on a watershed basis, cumulative anthropogenic impacts on water quality and aquatic habitats. They incorporate comprehensive strategies to both restore and to protect watershed resources. Implementation is accomplished through a variety of activities, such as retrofitting stormwater management systems to improve water quality and flood protection; restoring wetland and aquatic habitats; evaluating resource conditions and freshwater needs; protecting and restoring springs; and providing public outreach and awareness. In addition to water quality and habitat considerations, the revised SWIM plans should also address water quantity issues. Currently SWIM plans are viewed as useful documents to guide funding opportunities provided as a result of the Deepwater Horizon oil spill and the passage of Amendment 1.

Below is a table of the District's existing and proposed revisions to SWIM plans.

Updated & Consolidated Plans	Existing Plans & Most Recent Revision
Suwannee River Basin	Suwannee River – 1991
	Santa Fe River – 1995
	Alligator Lake – 1988
	Falling Creek – 1988
Coastal Rivers Basins	Aucilla River – 1991
	Coastal Rivers (Econfina, Fenholloway, Steinhatchee) – 1995
	Waccasassa River – 1991

Funding for this work is available in the Fiscal Year 2016 budget and was provided entirely by a grant from the National Fish and Wildlife Foundation.

ERM/dd

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Bureau Chief, Hydrologic Data Services

DATE: September 28, 2015

RE: Authorization to Increase Spending Limit with URS Corporation Southern, a Wholly-owned Subsidiary of AECOM, for Construction and Monitoring of a Nutrient Removal Comparison Study

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to amend the contract with URS Corporation Southern, a wholly-owned subsidiary of AECOM, to retrofit a Florida Department of Transportation-owned roadside swale and monitor for one year to evaluate the groundwater and surface water nutrient removal effectiveness of two different Biosorptive Activated Media, for a total cost not-to-exceed \$180,101.

BACKGROUND

The District and the Florida Department of Transportation (DOT) are collaborating to design, build and evaluate the nutrient removal effectiveness of two different types of Biosorptive Activated Media (BAM) in roadside stormwater swales. One material, Bold and Gold®, is a proprietary product developed by the University of Central Florida Stormwater Academy (UCF). The second BAM is composed of a blend of wood chips, sawdust, and sand (wood chip mix), as utilized in other District denitrifying wall projects.

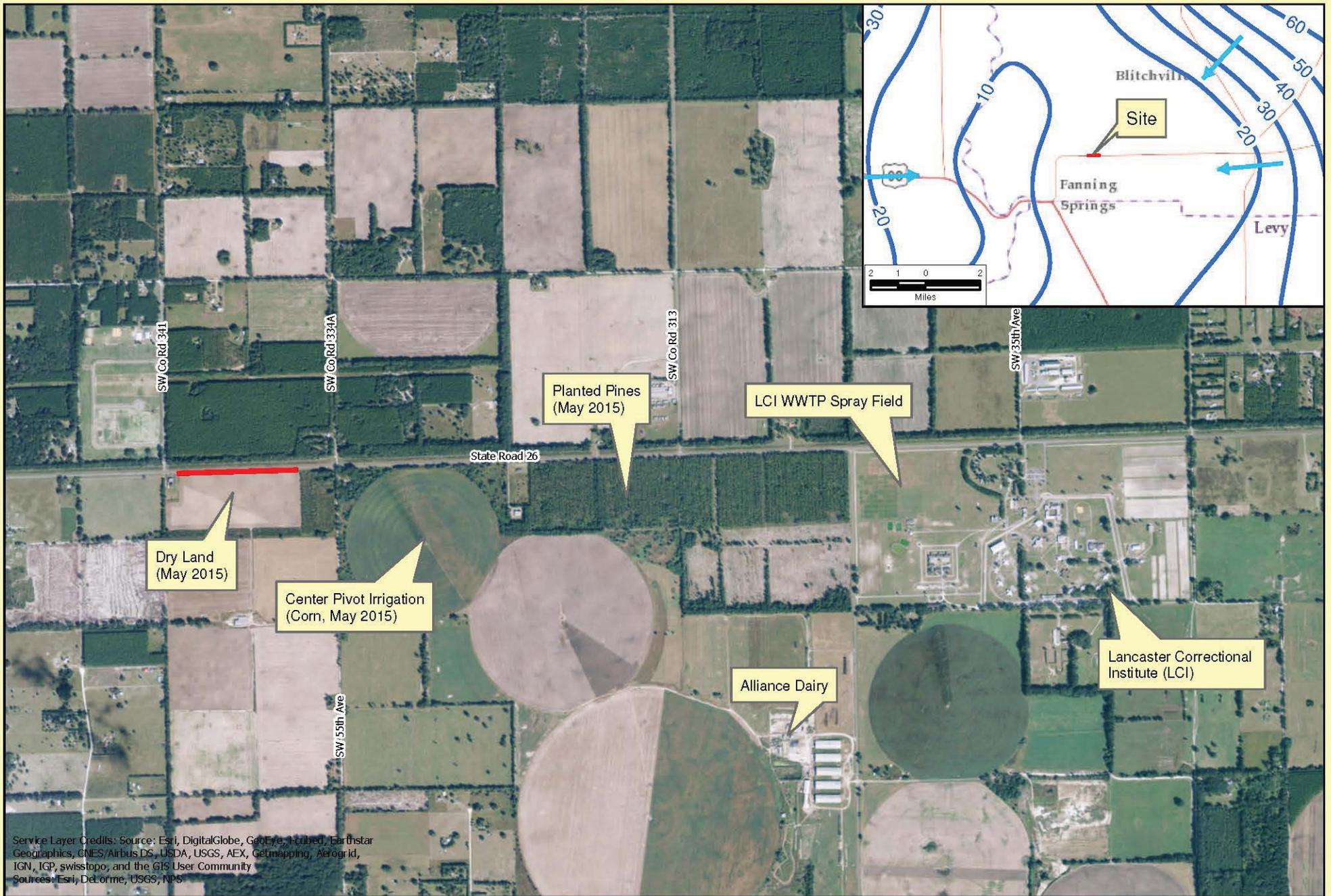
DOT will be contributing greater than 50% of the value of this project through a subcontract with the UCF. UCF will be conducting a laboratory bench test of the two BAM materials, measuring various physical properties in order to maximize the effectiveness of each blend. UCF will also prepare a report for the DOT and the District at the end of the monitoring period, comparing the bench test to the field study with a cost-benefit analysis of the two materials and highlighting ways in which the BAM program could be improved.

In August 2015, the Governing Board authorized the Executive Director to enter into a contract with AECOM for a total cost not to exceed \$129,340. This requested amount was for the District's contribution, 50% of the combined budgets between UCF and AECOM. Specifically, this value was based on an initial planning figure provided by UCF to DOT, with an expectation that their proposed rates would be negotiated lower. However, the research/laboratory portion of this project will ultimately cost more than anticipated.

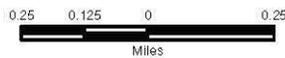
The total proposed budget for this entire project is \$394,149. DOT will be contributing, through their subcontract with UCF, \$208,548, which amounts to approximately 53% of the estimated project costs. The District's responsibility, based on the proposal submitted by AECOM, will be \$185,601, which is \$56,261 more than the original authorization of \$129,340. Through the District's continuing partnership with the St. Johns River Water Management District (SJRWMD), we have been able to remove \$5,500 from the cost estimate for laboratory sample testing. Other cost-saving measures are possibly available, but the exact amount of savings will not be clear until the project and bid process are under way. Therefore, staff is requesting the authorization to amend the agreement amount not-to-exceed \$180,101 of existing funds in order to fully fund and construct the BAM nutrient removal comparison study.

Funds for this project are available in the Fiscal Year 2016 Hydrologic and Water Quality Improvements budget.

EM/dd



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Sources: Esri, Delorme, USGS, NPS

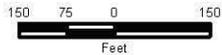


-  Upper Floridan Potentiometric Surface Contour (SRWMD, 2005)
-  Proposed Area for Retrofitted Test Plot

Figure 1
Project Study Area



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



 Proposed Area for Retrofitted Roadside Test Plot

Figure 2
Close Up of
Proposed Study Area

MEMORANDUM

TO: Governing Board

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

DATE: October 2, 2015

RE: Approval of a Modification of Water Use Permit 2-079-220765-3 for a Ten-Year Permit Extension and a 0.0046 mgd Allocation Increase, Authorizing the Use of 0.1214 mgd of Groundwater for Agricultural Use at the James W. Brown Farm Project, Madison County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-079-220765-3, with seventeen standard conditions and eight special limiting conditions, to James W. Brown, in Madison County.

BACKGROUND

This is a modification of an existing agricultural water use to receive a ten-year extension for voluntary implementation of automated monitoring of withdrawals. Approximately 40 acres of a corn/ rye rotation, 20 acres of Bermuda Grass, and 32 acres of a millet/ rye or peas/ rye rotation are irrigated using groundwater from one well through one traveling gun irrigation system. Two additional wells are used to provide the water needs of approximately 200 head of cattle. The supplemental irrigation requirements for corn were determined using the District's WUPAR irrigation model; and the supplemental irrigation requirements for rye, Bermuda Grass, millet, and peas were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) irrigation model. Livestock watering requirements were determined using the industry standard 15 gallons per cow per day. This review resulted in a 0.0046 million gallons per day (mgd) increase in allocation, from 0.1168 mgd to 0.1214 mgd in 1-in-10-year drought conditions.

The irrigation well will be monitored using telemetry. There are no lower quality water sources available for use, no reports of interference, and no observed harm to water resources associated with previous 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 (F.A.C.).

/tm

WATER USE TECHNICAL STAFF REPORT
 17-Sep-2015
 APPLICATION #: 2-079-220765-3

Owner: James W. Brown
 1000 SE Olustee Dr
 Lee, FL 32059-5208
 (850) 971-5288

Applicant: James W. Brown
 1000 SE Olustee Dr
 Lee, FL 32059-5208
 (850) 971-5288

Agent: Not Applicable

Compliance Contact: James W. Brown
 1000 SE Olustee Dr
 Lee, FL 32059-5208
 (850) 971-5288

Project Name: James W. Brown Farm
County: Madison

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.0536 mgd of groundwater for supplemental irrigation of corn/ rye, and a maximum of 0.0150 mgd of groundwater for supplemental irrigation of Bermuda grass. The permittee is also authorized to withdraw a maximum of 0.0427 mgd of groundwater for supplemental irrigation of millet/ rye, or a maximum of 0.0498 mgd of groundwater for supplemental irrigation of peas/ rye. The permittee is also authorized to withdraw a maximum of 0.003 mgd of groundwater for livestock watering.

Recommendation: Approval

Reviewers: Tim Sagul; Justin Garland; 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)
0.1214	0.0000	0.0046

Recommended Permit Duration and Compliance Reporting: 10-year permit extension to expire on 08/30/2034.

USE STATUS: This is a letter modification to add the selection of monitoring condition, two parcels to the project area and receive a ten-year extension.

PROJECT DESCRIPTION:

Project Location: This project is located approximately five miles southeast of the town of Lee, on SE Olustee Drive, in Madison County. The project consists of approximately 233 controlled acres of which 92 acres are irrigated. Groundwater from one irrigation well is used to irrigate corn, Burmuda grass, millet, and peas through one traveling gun. Groundwater from two livestock wells is used for the watering needs of approximately 200 head of cattle. No lower quality water sources exist on the project.

The permittee has elected SRWMD telemetry to comply with the water use reporting requirements 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), F.A.C.

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 drawdown of the Upper Floridan aquifer of less than 0.5 feet at project boundary. Therefore, staff determined the continued 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 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 the aforementioned supplemental irrigation models, the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following conservation measures: checking irrigation system weekly for leaks when in use and repairing leaks within two weeks, testing the irrigation system every five years and maintaining irrigation distribution uniformity at 65% or above, ensuring the irrigation system discharges water within target crop area and less than 50 feet beyond, delivering water through buried pipe to reduce the risk of leaks, employing tensiometers to ensure that fertilizer is present in the root zone and to prevent leaching, utilizing pump safety shutdown on irrigation system, utilizing conservation tillage and cover crops, and irrigating at night and when the wind is less than 5 mph when feasible.

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

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumption 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 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. No wetland systems exist on or adjacent to the project area. The withdrawal points were modeled and show a maximum simulated drawdown of less than 0.5 feet at the project boundary. Therefore, staff determined the continued use 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 Chapters 62-42 and 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 so subsection 373.223(4), F.S.

WITHDRAWAL POINT INFORMATION:

Site Name: James W. Brown Farm

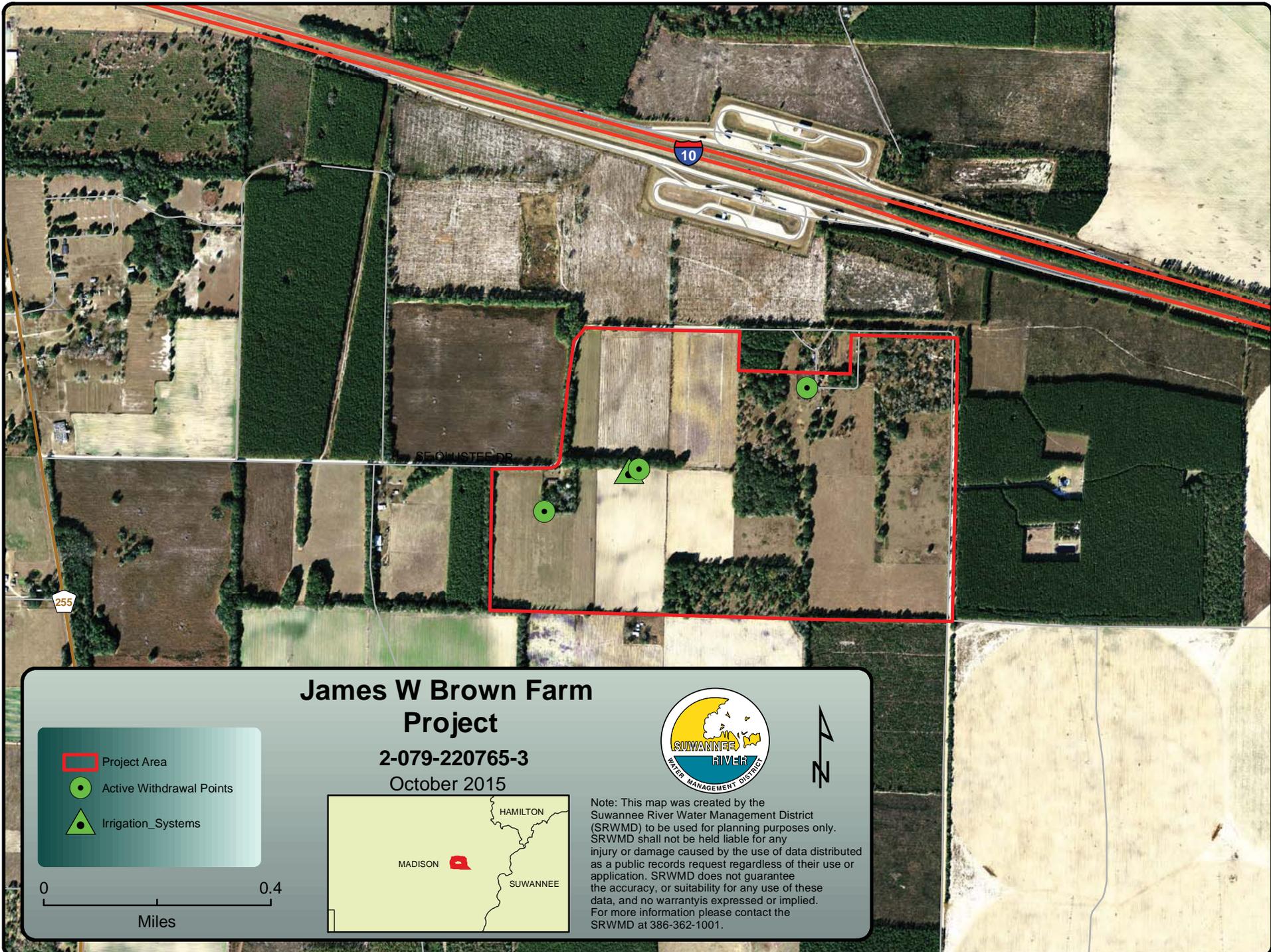
Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
123167	Well #1	10	-	FAS - Upper Floridan Aquifer	Active	Agricultural
123168	Well #2	4	-	FAS - Upper Floridan Aquifer	Active	Agricultural
123169	Well #3	4	-	FAS - Upper Floridan Aquifer	Active	Agricultural

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 **08/30/2034**. 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 (**2-079-220765-3**).
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee is authorized to withdraw a maximum of 0.0536 mgd of groundwater for supplemental irrigation of corn/ 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 0.0150 mgd of groundwater for supplemental irrigation of Bermuda Grass. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. The permittee is authorized to withdraw a maximum of 0.0427 mgd of groundwater for supplemental irrigation of millet/ rye, or a maximum of 0.0498 mgd of groundwater for supplemental irrigation of peas/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
24. The permittee is authorized to withdraw a maximum of 0.003 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.
25. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.



James W Brown Farm Project

2-079-220765-3

October 2015



-  Project Area
-  Active Withdrawal Points
-  Irrigation_Systems



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: October 2, 2015

RE: Approval of Water Use Permit 2-075-217970-4, with a 0.6126 mgd Increase in Allocation, Authorizing the Use of 1.1391 mgd of Groundwater for Agricultural Use at the Quincey Farms Project, Levy County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-075-271970-4 with seventeen standard conditions and seven special limiting conditions, to Frank Quincey, in Levy County.

BACKGROUND

This is a new permit for an existing agricultural water use. Approximately 388 irrigated acres were added to the project for a total of 688 controlled and 823 irrigated acres. Groundwater will be used to irrigate 688 acres of corn/ corn/ rye, corn/ sorghum/ rye, corn/ soybean/ rye, or peanut/ rye from two wells through two center pivots. Groundwater will also be used to irrigate corn/ corn/ rye, corn/ sorghum/ rye, corn/ soybean/ rye, watermelon/ sorghum/ rye, watermelon/ soybean/ rye, or peanuts/ rye from two wells through either drip or traveling gun irrigation systems. Groundwater is also used to water approximately 250 head of cattle through three livestock wells. The supplemental irrigation requirements for summer and fall corn were determined using the District's WUPAR irrigation model and AFSIRS; and the supplemental irrigation requirements for sorghum, soybean, peanuts, watermelon, and rye were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The livestock watering requirements were determined using the industry standard 15 gallons per head per day. This review resulted in a 0.6126 mgd increase in allocation from the previous sequence, from 0.5265 mgd to 1.1391 mgd in 1-in-10-year drought conditions.

All irrigation wells will be monitored using electrical consumption and telemetry. There are no lower quality water sources currently available for use, and there have been no reports of interference or observed harm to water resources associated with previous 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-Sep-2015
 APPLICATION #: 2-075-217970-4

Owner: Frank S Quincey
 451 NE 150 Street
 Trenton, FL 32693
 (352) 463-2953

Applicant: Frank S Quincey
 451 NE 150 Street
 Trenton, FL 32693
 (352) 463-2953

Agent: Not Applicable

Compliance Contact: Frank S Quincey
 451 NE 150 Street
 Trenton, FL 32693
 (352) 463-2953

Project Name: Quincey Farms
County: Levy

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 1.1353 mgd of groundwater for supplemental irrigation of corn/ corn/ rye, a maximum of 1.1019 mgd of groundwater for supplemental irrigation of corn/ soybeans/ rye, a maximum of 1.0150 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, a maximum of 0.7227 mgd of groundwater for supplemental irrigation of watermelon/ soybeans/ rye, a maximum of 0.6357 mgd of groundwater for supplemental irrigation of watermelon/ sorghum/ rye, or a maximum of 0.5666 mgd of groundwater for supplemental irrigation of peanuts/ rye. The permittee is also authorized to withdraw a maximum of 0.0038 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)
1.1391	0.0000	0.6126

Recommended Permit Duration and Compliance Reporting: 20-year Permit Duration

USE STATUS: This is a new permit for an existing agricultural use.

PROJECT DESCRIPTION:

The project is approximately 4.5 southeast of Trenton on Hwy 346 in Levy County, and consists of 823 controlled and 688 irrigated acres. Groundwater from two wells is used to irrigate a corn/ corn/ rye, corn/ sorghum/ rye, corn/ soybean/ rye, or peanut/ rye rotation through two towable pivots. Groundwater from two wells is also used to irrigate a corn/ corn/ rye, corn/ sorghum/ rye, corn/ soybean/ rye, watermelon/ sorghum/ rye, watermelon/ soybean/ rye, or peanut/ rye rotation through drip or a traveling gun irrigation system. Groundwater from three livestock wells is also used to provide the water needs of approximately 250 head of beef cattle. The allocation has increased from the previous sequence due to the addition of irrigated acreage and transition to a higher water use crop rotation.

The permittee has elected SRWMD electrical consumption and telemetry for all wells 8-inches 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 the livestock watering requirement for the cattle populations provided.

The Suwannee River Water Management District's WUPAR irrigation model was used to determine the 15.61 inches/ year of supplemental irrigation for corn from April 1 to July 30.

The AFSIRS model was used to determine the 3.8 inches/ year of supplemental irrigation for corn from July 30 to October 15.

The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:
Melons from March 15 to June 30: 8.2 inches/ year
Peanuts from April 1 to July 30: 8.3 inches/ year
Soybean from July 30 to October 15: 3.15 inches/ year
Sorghum from July 30 to October 15: 1.45 inches/ year
Rye from November 1 to March 15: 2.77 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), F.A.C.

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

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

No. Project withdrawals were modeled and showed a simulated drawdown up to three feet at a portion of the project boundary. One interference complaint was received by the district and determined by staff to be related to the well components and not adjacent withdrawals. Therefore, continued groundwater withdrawals at this project are not expected to interfere with any presently existing legal uses 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 aforementioned supplemental irrigation models, the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following water conservation measures: checking daily for leaks and repairing them as needed, using a new or retrofitted pivot system and performing efficiency tests on those systems at least every five years to maintain a distribution uniformity of 80% or greater, installing new drip tape each year and maintaining a distribution uniformity of at least 90%, ensuring irrigation systems only water target areas, employing operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, and irrigating 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 sources that are suitable for the purpose and that are technically, environmentally, and economically feasible are 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. There are no accessible wetland systems proximate to project withdrawal points. Project withdrawals were modeled and showed a simulated drawdown of up to three feet at the northern project boundary, likely the result of lower transmissivity values in the Waccasassa Flats region extending to this portion of the project. Additionally, project withdrawal points are spatially distributed over 2.5 miles, further reducing the possibility of overlapping aquifer drawdown effects. Therefore, 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 Chapters 62-42 and 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
119577	Well No. 1	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
119963	Well No. 3	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
120710	Well No. 2	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
120711	Well No. 4	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
123587	Livestock Well No. 1	2	--	FAS - Upper Floridan Aquifer	Active	Agricultural
123588	Livestock Well No. 2	2	--	FAS - Upper Floridan Aquifer	Active	Agricultural
123589	Livestock Well No. 3	4	--	FAS - Upper Floridan Aquifer	Active	Agricultural

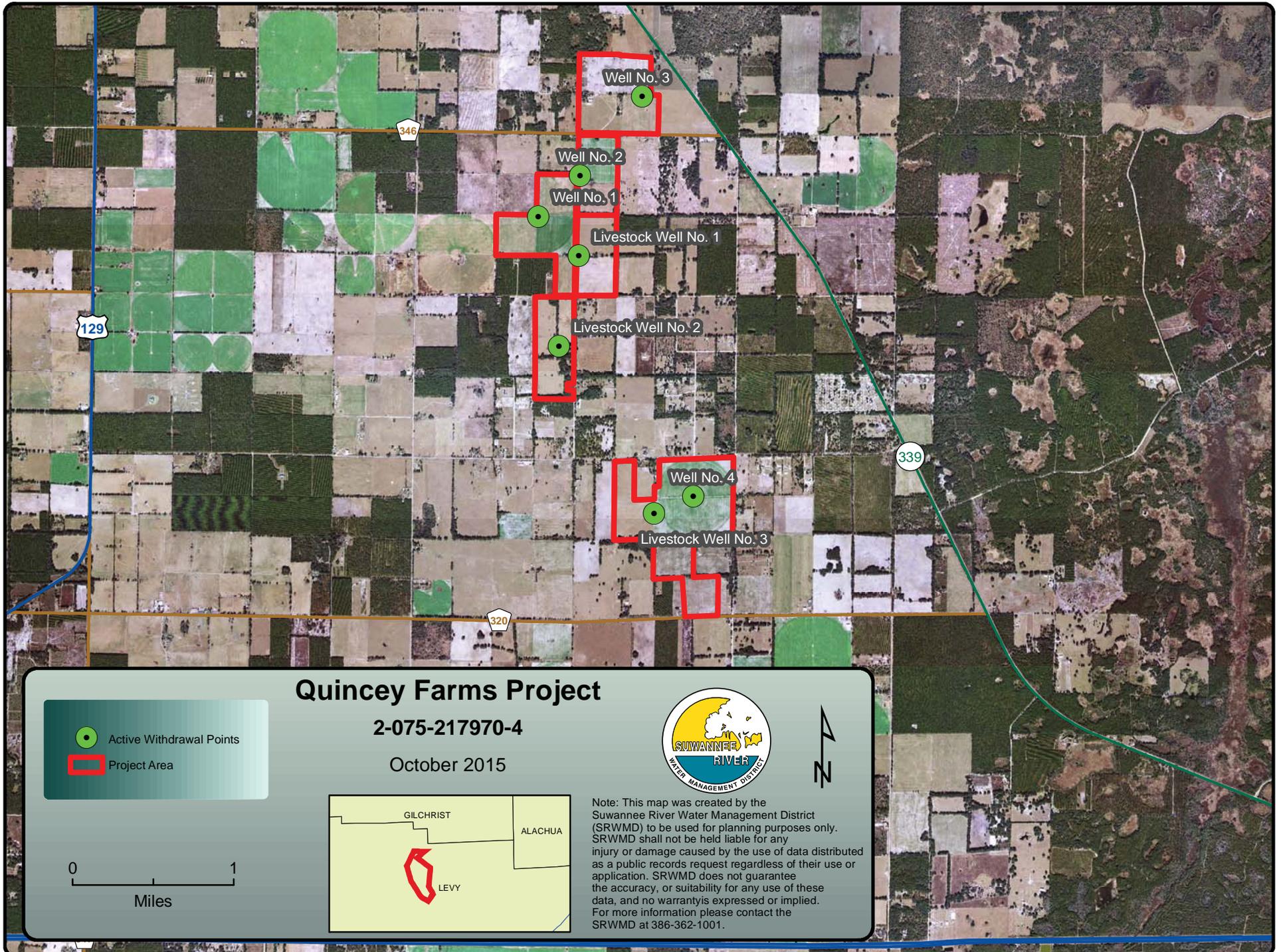
Conditions

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 **10/13/2035**. 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 **(2-075-217970-4)**.
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 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. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.

22. The permittee is authorized to withdraw a maximum of 1.1353 mgd of groundwater for supplemental irrigation of corn/ corn/ rye, a maximum of 1.1019 mgd of groundwater for supplemental irrigation of corn/ soybeans/ rye, a maximum of 1.0150 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, a maximum of 0.7227 mgd of groundwater for supplemental irrigation of watermelon/ soybeans/ rye, a maximum of 0.6357 mgd of groundwater for supplemental irrigation of watermelon/ sorghum/ rye, or a maximum of 0.5666 mgd of groundwater for supplemental irrigation of peanuts/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. The permittee is authorized to withdraw a maximum of 0.0038 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.
24. The permittee's water use shall be consistent with the MFL prevention or recovery strategy developed for any water body from which this permitted water use directly or indirectly withdraws or diverts water, pursuant to subsection 40B-2.301(2)(h), F.A.C.



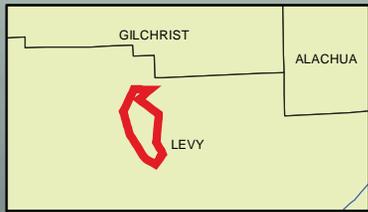
Quincey Farms Project

2-075-217970-4

October 2015



Active Withdrawal Points
 Project Area



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

MEMORANDUM

TO: Governing Board

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

DATE: October 2, 2015

RE: Approval of a Modification of Water Use Permit 2-075-217981-6, with a 0.4530 mgd Increase in Allocation, Authorizing the Use of 3.5002 mgd of Groundwater for Agricultural Use at the Alliance Dairies Project, Gilchrist and Levy Counties

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-075-217981-6 with seventeen standard conditions and nine special limiting conditions, to Alliance Dairies, in Gilchrist and Levy Counties.

BACKGROUND

This is a modification of an existing agricultural water use to add approximately 265 controlled and 255 irrigated acres to the project. A corn/ corn/ rye or corn/ sorghum/ rye rotation will be irrigated with groundwater from three proposed wells through three proposed center pivots on the additional acreage. The supplemental irrigation requirements for these additional crops were determined using the District's WUPAR irrigation model for spring corn, AFSIRS for summer corn, and the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) for sorghum and rye. This review resulted in a 0.4530 mgd increase in allocation from the previous sequence, from 3.0472 mgd to 3.5002 mgd in 1-in-10 year drought conditions.

All wells 8-inches or greater (16 of 23) will be monitored using electrical consumption. Approximately 0.6946 mgd of lagoon waste water is used in lieu of groundwater when available at this project. Interference with adjacent legal water uses or harm to water resources as a result of this additional water use is not expected. 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 Chapters 62-42 and 40B-2, Florida Administrative Code.

/tm

WATER USE TECHNICAL STAFF REPORT
 16-Sep-2015
 APPLICATION #: 2-075-217981-6

Owner: Ronald St. John
 Alliance Dairies
 4951 NW 170th St
 Trenton, FL 32693-7859
 (352) 463-6613

Applicant: Ronald St. John
 Alliance Dairies
 4951 NW 170th St
 Trenton, FL 32693-7859
 (352) 463-6613

Agent: Jan Henderson
 Alliance Dairies
 4951 NW 170th Street
 Trenton, FL 32693-7859
 (352) 463-6613

Compliance Contact: Jan Henderson
 Alliance Dairies
 4951 NW 170th St
 Trenton, FL 32693-7859
 (352) 463-6613

Project Name: Alliance Dairies
County: Levy; Gilchrist

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 2.7458 mgd of groundwater for agricultural use. The permittee is also authorized to withdraw a maximum of 0.7159 mgd of groundwater for livestock watering and 0.0018 mgd of groundwater for employee use.

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)
3.4635	0.0000	0.4530

Recommended Permit Duration and Compliance Reporting: Permit expiration on April 12, 2031, consistent with the previous sequence.

USE STATUS: This is a modification of an existing agricultural use to add 265 controlled and 255 irrigated acres.

PROJECT DESCRIPTION:

The project is located approximately 0.5 miles southwest of Trenton and south of SR-26 in Gilchrist and Levy counties, and consists of 2751 controlled and 1473 irrigated acres. Groundwater from three proposed wells will be used to irrigate an additional 255 acres of a corn/ corn/ rye or corn/ sorghum/ rye rotation through three proposed pivot irrigation systems.

Currently all existing wells 8-inches or greater in diameter are monitored using electrical consumption reporting. The permittee has elected SRWMD electrical consumption for all new proposed wells to comply with the water use reporting requirements of special condition 18.

WATER USE CALCULATIONS:

The District's WUPAR irrigation model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn from April 1 to July 30.

The AFSIRS model was used to determine the 6.1 inches/ year supplemental irrigation requirement for corn from July 1 to October 15.

The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:
Sorghum from July 1 to October 1: 1.5 inches/ year
Rye from November 1 to March 1: 2.17 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), F.A.C.

**Will this use interfere with any presently existing legal use of water?
[ref. 40B-2.301(1)(b)]**

No. The proposed withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference associated with previous groundwater withdrawals have been received by District staff. Therefore, the increased groundwater withdrawals at this project are not expected to interfere with any presently existing legal uses 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 aforementioned supplemental irrigation models, the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following water conservation measures: checking weekly for leaks and repairing them as needed, using new pivot systems installed within the last five years and performing efficiency tests on those systems at least every five years to maintain a distribution uniformity of 80% or better, ensuring irrigation systems only water target areas, delivering water mainly through buried pipe to reduce damage potential, utilizing soil moisture probes and other devices as well as IFAS and USDA approved methods for irrigation scheduling, employing operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, irrigating at night or when the wind is less than 5 mph when feasible, and distributing wastewater to offset a portion of irrigation water needs.

**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 sources that are suitable for the purpose and that are technically, environmentally, and economically feasible are 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. There are no wetland systems proximate to the proposed withdrawal points. Additionally, the withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Therefore, staff determined the use 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 Chapters 62-42 and 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:**Site Name:** Alliance Dairies North

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
119273	#18 - 640 Pivot Well	12	940	UFA	Active	Agricultural
119959	#13 Love 1	10	958	UFA	Active	Agricultural
120413	#19 - Love 2 Pivot Well	10	708	UFA	Active	Agricultural
120766	#20 New Owens Well	8	600	UFA	Active	Agricultural
120767	#17 Tom's Pivot Well	8	616	UFA	Active	Agricultural
121426	#11 South of North Pivot	8	891	UFA	Active	Agricultural
123610	145 Acre Well	10	--	UFA	Proposed	Agricultural
123611	80 Acre Well	8	--	UFA	Proposed	Agricultural

Site Name: Alliance Dairy South

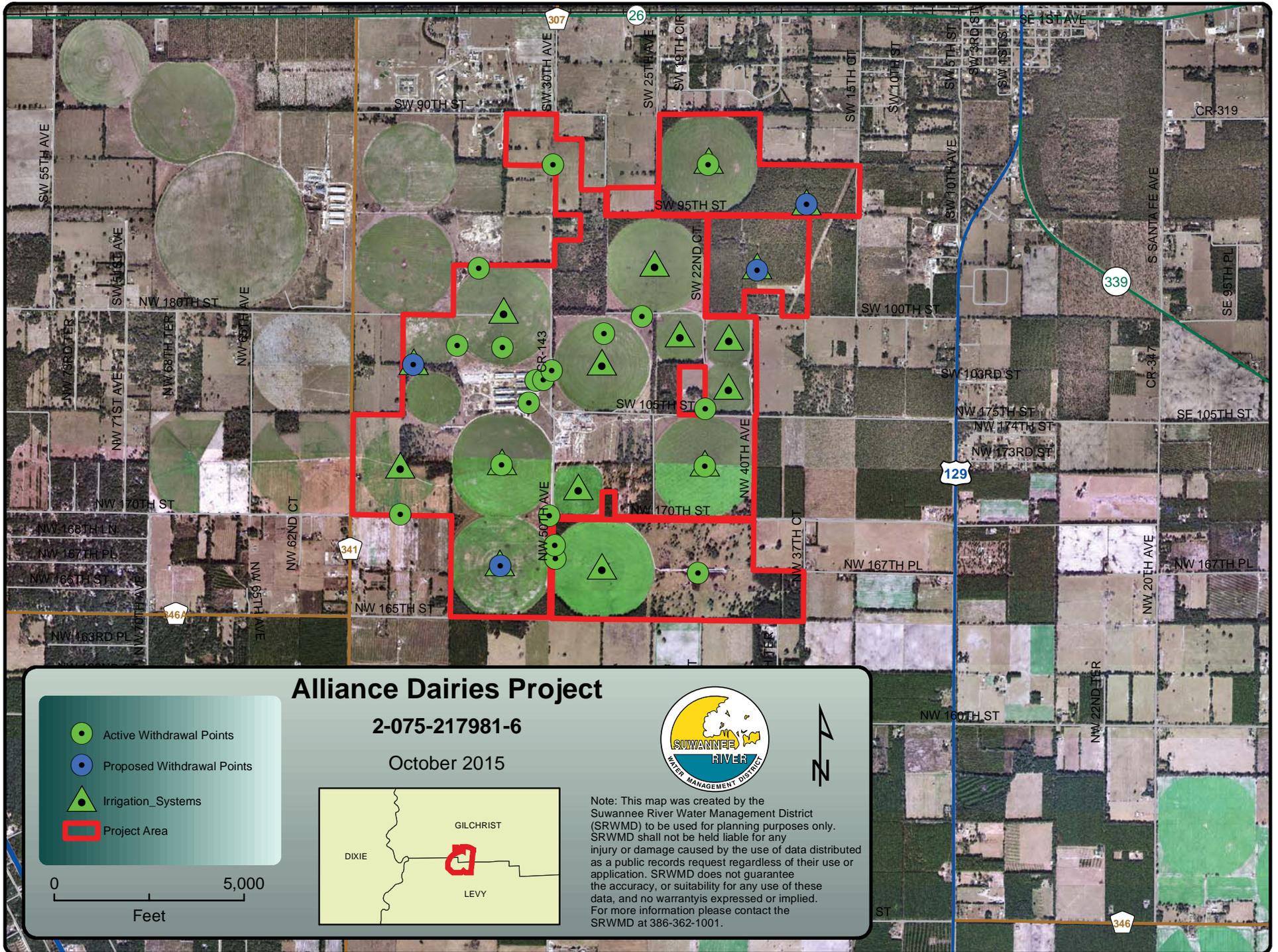
Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
118630	#6 MAGNOLIA	4	150	UFA	Active	Agricultural
118634	#23 Shop Well	4	20	UFA	Active	Agricultural
118880	#11 North Pivot Well	6	450	UFA	Active	Agricultural
118976	#16 HEIFER SOUTH	4	20	UFA	Active	Agricultural
119280	North and South Milking Barn Well	8	350	UFA	Active	Agricultural
119642	#1 Middle Pivot Well	12	828	UFA	Active	Agricultural
119737	#10 Barn East Well	10	350	UFA	Active	Agricultural
120525	North Pivot West Scavenger Well	6	451	UFA	Active	Agricultural
120708	#12 Duke Pivot	8	750	UFA	Active	Agricultural
121062	#24 Watson Pivot Well	8	780	UFA	Active	Agricultural
121063	#15 South Pivot	10	793	UFA	Active	Agricultural
121064	#14 South Pivot Scavenger Well	6	402	UFA	Active	Agricultural
121215	#22 LARGE MILK PARLOR	6	300	UFA	Active	Agricultural
121604	#25 New Watson Well	10	--	UFA	Proposed	Agricultural
123612	Digester Pivot Well	10	--	UFA	Proposed	Agricultural

Conditions

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **4/12/2031**. 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 (**2-075-217981-6**).
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 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.
22. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
23. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
24. The permittee is authorized to withdraw a maximum of 2.7458 mgd of groundwater for irrigation purposes. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
25. The permittee is authorized to withdraw a maximum of 0.7159 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.
26. The permittee is authorized to withdraw a maximum of 0.0018 mgd of groundwater for employee use. Daily allocations are calculated on an average annual basis.



Alliance Dairies Project

2-075-217981-6

October 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, P.E., Division Director, Resource Management
DATE: October 2, 2015
RE: Authorization to Enter Into Contract with Music Construction for Well Conveyance System for the Lafayette Forest Recharge Well

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Music Construction, Inc. to install a well conveyance system for the Lafayette Forest recharge well in an amount not - to - exceed \$42,400.

BACKGROUND

The District's contractor recently completed the 12 inch aquifer recharge well in the Lafayette Forest as part of the Middle Suwannee River Springs Restoration and Aquifer Recharge Project. The next step is to install the water control structures and piping necessary to allow the water to enter the recharge well. In addition, these structures will enable the District to measure and record the recharge rate as required by the permit the District received from the Florida Department of Environmental Protection.

On August 7, 2015 the District issued a Request to Bid (RFB) 14/15-040 to install a well conveyance system. Three firms responded to the RFB by the August 28, 2015 deadline. The District's selection committee met on September 10, 2015 and ranked the firms in the following order. The committee feels that all three firms are qualified to do the work; therefore they were ranked according to price.

- | | | |
|--|-------------------|----------|
| 1. Music Construction, Inc. | Live Oak, Florida | \$42,400 |
| 2. Live Oak Management Group, LLC. | Live Oak, Florida | \$45,205 |
| 3. Integrated Project Delivery Services, LLC | Micanopy, Florida | \$50,170 |

Funding for this project was provided by a Florida Department of Environmental Protection Springs Grant and was included in the Fiscal Year (FY) 2016 budget.

BCK/tm

MEMORANDUM

TO: Governing Board

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

DATE: October 2, 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 August 2015 and program totals from January 2012 to August 2015.

	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received in August	6	0	4	4	5	0	19
Permits issued in August	4	1	1	5	3	0	14
Inspections in August	1	4	0	0	0	0	5
Total permits issued	192	168	204	116	128	10	818

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

File Number	Project Name	County	Issue Date
ERP-121-222363-1	US 90 Four Lane, FPID 431114-1-58-01	Suwannee	8/24/15
ERP-121-222977-1	Suwannee Lumber Company-Trojan Horse	Suwannee	8/24/2015
ERP-123-222246-1	CR 361 Shared Path and Keaton Beach Coastal Park	Taylor	8/12/2015

Water Use Permitting and Water Well Construction Activities

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

August 2015	Received		Issued
Water Use Permits	10		9
Water well permits issued: 132			
Abandoned/Destroyed	4	Livestock	1
Agricultural Irrigation	6	Monitor	18
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	2
Garden (Non Commercial)	0	Self-supplied Residential	99
Landscape Irrigation	1	Drainage or Injection	0
Commercial or Industrial	1	Remediation Recovery	0

**Rulemaking Schedule
August 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.	5/14/2015
Public Hearing	6/18/2015
Send to JAPC/OFARR (Tentative)	11/30/2015
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: October 2, 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	December 31, 2015
Legal Fees to date	\$2,274
Last Update	September 29, 2015

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

Staff inspected the 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. **Construction has been delayed due to the possibility of FDOT needing the property for road improvements. FDOT has recently informed the owner that the road improvements are not in their 5-year plan. The owner has requested construction bids and will be receiving them next week. Upon award of the contract, remediation of the stormwater system will be finished by the end of the year. 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	December 31, 2015
Legal Fees to date	\$5163.75
Last Update	September 29, 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. **Due to lack of resolution, staff contacted Mr. Oldham and he indicated that the bank has foreclosed on the property. Staff will work with counsel and the mortgage company to bring this site into compliance.**

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	Ongoing
Legal Fees to date	\$7,048.50
Last Update	September 29, 2015

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. **The stormwater issues associated with this project are anticipated to be corrected by the work associated with the Columbia County Ichetucknee Headwaters Stormwater Improvement project that**

recently received funding from FDEP. 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	September 29, 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. **District counsel is working with the Sheriff's office to reset the sale date. The Sheriff's office anticipates a sale date to be set for late October.**

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	\$303,967.43
Last Update:	September 29, 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.

On June 30, 2015, the First District Court of Appeals issued its order affirming the actions of the District in foreclosing the lien of its judgments.

On July 17, 2015, the trial court held a hearing on Mr. Hill's objections to the judicial sale.

On July 21, 2015, the court filed its order overruling Mr. Hill's objections and authorizing and directing the clerk to file a certificate of title transferring title to the subject property to the District.

On July 23, 2015, the clerk filed its certificate of title transferring title to the subject property to the District.

On August 3, the District retained an engineer, Del Bottcher, Ph.D. P.E., to give a professional opinion on the proper rate of pumping to "pump down" the impoundment without doing any damage to the "down stream" properties.

On Aug 4, 2015, the District received the opinion from Mr. Bottcher giving his recommended rate of pumping. Thereafter the District began pumping down the impoundment.

On Aug. 25, 2015, Mr. Hill filed a petition for review with the Florida Supreme Court, seeking to have the Florida Supreme Court review the decision of the First District Court of Appeals. On

Aug. 26, 2015, the Florida Supreme Court entered its order denying such review. **Pump down of the impoundment is continuing.**

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	September 29, 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.

On July 24, 2015, the Bankruptcy court entered its order granting the District motion to abstain and remanded the case back to the Circuit Court for Columbia County.

A hearing on the District's motion for summary judgment is presently scheduled for October 22, 2015.

A new "flooding" case has been filed against the District as a result of the pump-down beginning in August. This case is in the preliminary stages.

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
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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	November 30, 2015
Legal Fees to date	\$13,209
Last Update	August 28, 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. Columbia County returned the ILA and is ready to move forward. **The ILA has been signed and work is set to be completed in 60 to 90 days.**

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	November 30, 2015
Legal Fees to date	\$13,209
Last Update	August 28, 2015

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MEMORANDUM

TO: Governing Board

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

DATE: September 23, 2015

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

No meeting was scheduled for the month of September. The next meeting is scheduled for October 26, 2015. An update will be provided at the November 2015 Board meeting.

Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

/ch

MEMORANDUM

TO: Governing Board

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

DATE: September 25, 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.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	Staff will recommend acceptance of offer at October GB meeting.
Lyme Lafayette Forest Company, LLC	Lyme Timber Company Lafayette Tract Conservation Easement	6,713	Lafayette	Staff is in communication with Lyme regarding conservation/water resource development potential.
Tatum Timber and Land, Ltd.	Camp Blanding Buffers – Tatum	152.19	Bradford	Offer was not accepted by landowner.

Authorized for Purchase

Owner	Project Name	Acres	County	Comments
Rayonier Forest Resources, L. P.	Camp Blanding Buffers - Rayonier	2,010.05	Bradford	Closed on 9/22/15
John and Deborah Steffen	Steffen Property	14	Bradford	Closed on 9/22/15

Authorized for Exchange

Tract	Acres	County	Acquired Date	Funding Source	Comments
Ellaville Exchange for Damascus Peanut Company	986	Madison	12/1/88	WMLTF	Governing Board approved the exchange agreement with the Trustees of the Internal Improvement Trust Fund.

Authorized for Surplus

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.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/10	Fee entire tract \$34,930	Listing agreement expired, but available for sale.
Timber River	1	Madison	03/1998	WMLTF	8/5/2010; Updated 7/30/2014	11/18/10	Fee entire tract \$6,950	Listing agreement expired, but available for sale.
Turtle Spring Surplus Tract	32	Lafayette	5/13/2015	Florida Forever	To be updated	N/A	To be determined	Appraisal is complete. Staff to add to Surplus Lands webpage.
Branford Bend	50	Lafayette	6/30/2004	Florida Forever Bonds	To be ordered	N/A	To be determined	Governing Board approved surplus on 8/11/2015.
RO Ranch West	570	Lafayette	7/27/2006	Florida Forever Bonds	To be ordered	N/A	To be determined	Governing Board approved surplus on 8/11/2015.

/kr

MEMORANDUM

TO: Governing Board
FROM: Carlos D. Herd, P.G., Interim Executive Director
DATE: September 23, 2015
RE: District's Weekly Activity Reports

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

CH/rl
Attachments



Weekly Activity Report to Governing Board for August 24-28, 2015

Executive/ Management

- Carlos Herd, Steve Minnis, Tim Sagul, Brian Kauffman, Abby Johnson, Edwin McCook, Wri Irby and Tilda Musgrove participated in the Middle Suwannee River Construction Kick-off Event at the Lafayette State Forest along with Legislative Aides from the Offices of Senator Dean, Representative Beshears, Representative Perry and Representative Porter, elected officials from Dixie and Lafayette counties, representatives from DEP and FWC and local land owners.
- Al Alexander and Abby Johnson presented the State of the Resources and PILT check to Madison County BOCC.

Water Supply

- Carlos Herd, Tommy Kiger and Carree Olshansky attended the NFRWSP SAC meeting at Florida Gateway Library.

Water Resources

- Henry Richardson and Vince Robinson installed a MFL gage on the Lower Steinhatchee River.

Resource Management

- Abby Johnson attended the Bradford County Local Mitigation Strategy biannual meeting.

Administration and Operations

- Staff continued to monitor and pump water from the reservoir site.

Communications

- Steve Minnis and Brian Kauffman conducted interviews with GTN TV regarding the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project.
- Abby Johnson responded to questions from the Suwannee Democrat and Dixie Times regarding the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project.
- Abby Johnson responded to inquiries from the Gainesville Sun, Lake City Reporter and Suwannee Democrat, regarding applicants the Executive Director Position.

Announcements for the week of September 7

The District will be closed on September 7 in observance of Labor Day.

The Executive Director Selection Committee is scheduled to meet on September 8 at 1:00 p.m.

The Governing Board Meeting is scheduled for September 8 at 3:00 p.m.

The First Public Hearing on the Tentative Millage Rate and Tentative Budget is scheduled for September 8 at 5:05 p.m.



Weekly Activity Report to Governing Board for August 31- September 4, 2015

Executive/ Management

- Lisa Cheshire attended Society of Human Resources Training in Orlando Florida.
- Steve Minnis met with Joseph Fluriach, Aide to Representative Perry, regarding water resource issues.
- Bradley Williams and Abby Johnson provided the State of the Resource presentation and PILT check to the Jefferson County BOCC.
- Abby Johnson provided the State of the Resource presentation and PILT check to the Dixie County BOCC.

Water Resources

- Erich Marzolf, John Good and Geraldine Klarenberg attended the SJRWMD/UF Springs Protection Initiative meeting to discuss status of research on the causes of algal overgrowth in springs.

Resource Management

- Pat Webster participated in a conference call with representatives from DEP, Florida Rural Water Association, the other WMDs and other state agencies to discuss coordination of cooperative funding on projects.
- Pat Webster and Brian Brooker meet with representatives from Bradford County regarding storm water issues.
- Brian Kauffman participated in a teleconference with representatives from FEMA to discuss the upcoming Big Bend Coastal Flood Risk Review meeting.
- Pat Webster and the RIVER team participated in six meetings (one each) with representatives from Alachua, Dixie and Levy Counties as well as Waldo, Lake City and Starke to discuss this year's funding.
- Warren Zwanka and Gloria Hancock attended a meeting with representatives from NFWMD and SJRWMD to discuss consistency for water well construction permitting.

Communications

- Abby Johnson addressed questions from the Lake City Reporter regarding applicants for the executive director position.
- Edwin McCook addressed the Tampa Bay Times inquiry about the length of the Steinhatchee River.

Announcements for the week of September 14

- The Interim Legislative Committee Week is scheduled for September 16-18.



Weekly Activity Report to Governing Board for September 7- 11, 2015

Executive/ Management

- Carlos Herd attended a PCS event in White Springs at the Eagle Lake Conference Center along with Representative Elizabeth Porter and representatives from DEP and Florida Farm Bureau.
- Steve Minnis attended the Alachua Legislative Delegation county meeting in Gainesville.

Water Supply

- Justin Garland and Megan Wetherington attended a presentation on Sod-Based Rotation held by IFAS at the Gwinn Brothers Packinghouse in McAlpin regarding water and nutrient saving cultural practices.
- Justin Garland attended the Columbia County Farm Bureau annual meeting in Lake City.
- Kevin Wright, Justin Garland and Megan Wetherington conducted site inspections at the Watson Dairy Bioreactor construction project in Gilchrist County. Construction is expected to be completed by September 21, 2015.

Water Resources

- Erich Marzolf and Trey Grubbs attended the State-wide Modeling meeting in Gainesville with staff from DEP and the other WMDs.
- Erich Marzolf participated in a conference call on the Deepwater Horizon oil spill with staff from NFWFMD, DEP and FWC.
- Brian Kauffman met with Dixie County Manager, Tim Alexander and Commissioner, Jody Robson to review flooding concerns south of County Road 55A.
- Brian Kauffman participated in a conference call on FEMA Risk Maps with FEMA representatives and contractors.
- The RIVER staff team held four pre-application meetings with prospective applicants.

Communications

- Abby Johnson participated in the Suwannee River League of Cities meeting in Cross City in order to represent the District and build a rapport with local municipal leaders.
- Abby Johnson and Brian Kauffman participated in the Flood Risk Review for the Santa Fe Watershed meeting to provide support to local municipalities and citizens regarding potential flood risks.
- Abby Johnson addressed inquiries from Florida Politics regarding the new selected Executive Director.

Announcements for the week of September 21

- The Levy County Legislative Delegation Meeting is scheduled for September 21, at 9:00 a.m. in Bronson.
- The Union County State of the Resources and PILT presentation is scheduled for September 21, at 6:30 p.m.
- The Lafayette County Legislative Delegation Meeting is scheduled for September 22 ,at 9:00 a.m. in Mayo.
- The Dixie County Legislative Delegation Meeting is scheduled for September 22, at 12:30 p.m. in Cross City.
- The Gilchrist County Legislative Delegation Meeting is scheduled for September 22, at 2:00 a.m. in Trenton.
- The Governing Board Workshop and Lands Committee is scheduled for September 22, at 3:00 p.m. at the District Headquarters.
- The Final Public Hearing on the Millage Rate and Budget is scheduled for September 22, at 5:05 p.m. at the District Headquarters.



Weekly Activity Report to Governing Board for September 14-18, 2015

Executive/ Management

- Carlos Herd provided the State of the Resources and PILT presentation to the Board of County BOCC.
- Steve Minnis provided a legislative update to the Gilchrist County Economic Development Authority.
- Steve Minnis attended the Interim Legislative Committee Week in Tallahassee.
- Abby Johnson provided the State of the Resources and PILT presentation to the Hamilton County BOCC.

Water Supply

- Justin Garland and Megan Wetherington attended the Annual Farm Bureau meetings in Lafayette, Madison, Suwannee, and Alachua counties.
- Erich Marzolf and Trey Grubbs attended a state-wide modeling coordination meeting with FDEP and staff from the other WMDs.

Water Resources

- Erich Marzolf participated in a Deepwater Horizon oil spill response call with staff from FDEP, FWC and NFWFMD.

Resource Management

- Brain Kauffman participated in the FEMA Coastal Mapping Meeting for Dixie, Levy, and Taylor counties.
- Brain Kauffman met with Taylor County Commissioner Pam Feagle and County Administrator Dustin Hinkle to regarding drainage issues north of Perry.
- Brain Kauffman met with Dixie County Commissioner Jody Robson and County Manager Tim Alexander regarding flooding concerns southwest of Old Town.
- Pat Webster and Tim Sagul participated in a conference call with staff from DEP and the other WMD's regarding proposed changes in the SWERP rule and forms.
- Warren Zwanka, Tim Sagul, Mike Fuller and Gloria Hancock hosted the North Central Florida Water Well Association monthly meeting at the district headquarters. Warren Zwanka provided a presentation on well grouting.

Communications

- Abby Johnson participated in the DEP communications conference call.
- Abby Johnson responded to the media inquiries from the Gainesville Sun regarding the FY 2015-2016 budget and springs projects.

Announcements for the week of September 28

- The Annual Jefferson County Farm Bureau is scheduled for September 29 at 6:00 p.m.