

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

GoTo Webinar Link: <https://attendee.gotowebinar.com/register/6446819722811616780>

Public Comment Form Link: www.MySuwanneeRiver.com/Comments

Open to Public

December 14, 2021
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 No. 6 - November 9, 2021 Governing Board Meeting, Workshops, and Lands Committee Meeting Minutes
 - Agenda Item No. 11 - October 2021 Financial Report
 - Agenda Item No. 15 - Water Use Permit 2-121-220392-2, Anderson / Goff Farm, Agricultural Use, Suwannee County
 - Agenda Item No. 19 - Contract with Great South Timber and Lumber LLC, for the Newberry Wellfield #1 Timber Sale
 - Agenda Item No. 21 - 2021 Federal Emergency Management Agency Risk Mapping and Planning Program Five-Year Business Plan
 - Agenda Item No. 23 - Amendment to Contract #19/20-117 with the City of Madison for Cost Share Assistance with the Lake Francis Sediment Control Project
6. November 9, 2021 Governing Board Meeting, Workshops, and Lands Committee Meeting Minutes - **Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Hydrologic Conditions Report
 - B. Cooperating Agencies and Organizations

Page 6

GOVERNING BOARD LEGAL COUNSEL
Tom Reeves

8. Update on Legal Activities / Enforcement Status Update

BUSINESS AND COMMUNITY SERVICES
Tim Alexander, Deputy Executive Director

Administration

- BCS Page 1 9. Land Acquisition and Disposition Activity Report
- BCS Page 4 10. Resolution Number 2021-10, Property Acquisition of Adams Aucilla Springs Tract, Madison County

Finance

- BCS Page 46 11. October 2021 Financial Report – **Recommend Consent**
- BCS Page 51 12. Fiscal Year 2022-2023 Preliminary Budget Submission

Resource Management

- BCS Page 52 13. Permitting Summary Report
- BCS Page 55 14. Water Use Permit 2-023-239112-2, North Florida Mega Industrial Park Wellfield, Public Supply Use, Columbia County
- BCS Page 64 15. Water Use Permit 2-121-220392-2, Anderson / Goff Farm, Agricultural Use, Suwannee County – **Recommend Consent**

OUTREACH AND OPERATIONS
Katelyn Potter, Division Director

Outreach and Operations

16. 2021 Strategic Plan Annual Update
17. Florida Forever Workplan Update

Land Management

- OPS Page 1 18. District Land Management and Twin Rivers State Forest Activity Summary
- OPS Page 5 19. Contract with Great South Timber and Lumber LLC, for the Newberry Wellfield #1 Timber Sale – **Recommend Consent**

Hydrologic Data Services

- OPS Page 6 20. Agricultural Water Use Monitoring Report

WATER RESOURCES
Amy Brown, Deputy Executive Director

Agriculture and Environmental Projects

- WR Page 1 21. 2021 Federal Emergency Management Agency Risk Mapping and Planning Program Five-Year Business Plan – **Recommend Consent**

WR Page 34 22. Agreements with the Florida Department of Environmental Protection to Receive Springs Grant Funds and to Enter into Cooperative Agreements

WR Page 37 23. Amendment to Contract #19/20-117 with the City of Madison for Cost Share Assistance with the Lake Francis Sediment Control Project – **Recommend Consent**

Minimum Flows and Levels

24. Minimum Flows and Minimum Levels Update

WR Page 39 25. Rulemaking to Amend Rule 40B-8.121, Florida Administrative Code, to add Lake Alto and Lake Santa Fe Minimum Surface Water Levels

Water Supply

26. Water Supply Update

WR Page 42 27. Task Work Assignment for Contract 19/20-031 with Water & Air Research Inc. – **Recommend Consent**

Water Resources

No Items

EXECUTIVE OFFICE

Hugh Thomas, Executive Director

28. Announcements

29. Governing Board Comments

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

January 11, 2022

9:00 a.m.

Board Meeting

Workshop / Committee Meetings

Workshops and Committee Meetings will begin following the Board Meeting unless otherwise noted.

30. 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 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 an 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

December 14, 2021
Following Board Meeting

District Headquarters
Live Oak, Florida

- FEMA Process Discussion

- Water Use Estimates and Projections Presentation Update

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

GoTo Webinar Link: <https://attendee.gotowebinar.com/register/593084687099208973>

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Open to Public

Note: A digital recording system was 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 and are filed in the permanent files of the District.

9:00 a.m., Tuesday
November 9, 2021

District Headquarters
Live Oak, Florida

Agenda Item No. 1 – Call to Order. The meeting was called to order at 9:00 a.m.

Agenda Item No 2 – Roll Call

Governing Board

Seat	Name	Office	Present	Not Present
Aucilla Basin	Dr. George Cole		X	
Coastal River Basin	Richard Schwab	Vice Chair	X	
Lower Suwannee Basin	Larry Thompson		X	
Santa Fe & Wacc. Basins	William Lloyd		X	
Upper Suwannee Basin	Larry Sessions		X	
At Large	Virginia H. Johns	Chair	X	
At Large	Charles Keith	Sec./Treas.		X
At Large	Harry Smith		X	
At Large	Vacant		-	-

Governing Board Legal Counsel

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

Leadership Team

Position	Name	Present	Not Present
Executive Director	Hugh Thomas	X	
Deputy Executive Director	Tim Alexander	X	
Deputy Executive Director	Amy Brown	X	
Executive Office & Board Coordinator	Robin Lamm	X	

Agenda Item No. 3 - Announcement of any Amendments to the Agenda by the Chair: None

Agenda Item No. 4 – Public Comment. None

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

- Agenda Item No. 6 - October 12, 2021 Governing Board Meeting, Workshops, and Lands Committee Meeting Minutes
- Agenda Item No. 12 - September 2021 Financial Report
- Agenda Item No. 17 - Contract with H. B. Tuten Jr. Logging, for the Cabbage Grove #2 Timber Sale
- Agenda Item No. 24 - Amendment of Memorandum of Agreement with St. Johns River Water Management District for Surface and Groundwater Chemistry Analysis

MOTION WAS MADE BY SCHWAB, SECONDED BY THOMPSON TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 6 – October 12, 2021, Governing Board Meeting, Workshops, and Lands Committee Meeting Minutes. Approved on Consent

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

- A. Robbie McKinney, Hydrologist IV, Office of Water Resources, gave a presentation of hydrologic conditions of the District.
- B. Cooperating Agencies and Organizations. None
- C. Service Recognition. Pam Sanders, Engineer III, Office of ERP and Environmental Compliance, was recognized for five years of service.

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 8 – Legal Activities Update. Tom Reeves, Board Legal Counsel, updated the Board on the upcoming hearing regarding the Florida Defenders of the Environment and the Jeff Hill case.

BUSINESS AND COMMUNITY SERVICES

Administration

Agenda Item No. 9 – Land Acquisition and Disposition Activity Report. This report was provided as an informational item in the Board materials.

Agenda Item No. 10 – Proposed Exchange, Bierman Property, Levy County. Steve Schroeder, Chief, Office of Administration, presented this item to the Board.

MOTION WAS MADE BY SMITH, SECONDED BY SESSIONS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 11 – Resolution 2021-08, Acquisition of Alapaha Pointe Property, Hamilton County. Mr. Schroeder presented this item to the Board.

MOTION WAS MADE BY THOMPSON, SECONDED BY LLOYD TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Finance

Agenda Item No. 12 – September 2021 Financial Report. Approved on Consent.

Agenda Item No. 13 – Fiscal Year 2020 - 2021 Budget Modifications. Christina Green, Budget Manager, Office of Finance, presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY SMITH TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 14 – Resolution 2021-09, Fiscal Year 2020 – 2021 Budget Amendment Number One. Pam Shaw, Chief Financial Officer, Office of Finance, presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY SMITH TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Resource Management

Agenda Item No. 15 – Permitting Summary Report. This report was provided as an informational item in the Board materials.

OUTREACH AND OPERATIONS

Land Management

Agenda Item No. 16 - District Land Management & Twin River State Forest (TRSF) Activity Summary. This summary was provided as an informational item in the Board materials.

Agenda Item No. 17 – Contract with H. B. Tuten Jr. Logging, for the Cabbage Grove #2 Timber Sale. Approved on Consent.

Hydrologic Data Services

Agenda Item No. 18 – Agricultural Water Use Monitoring Report. This report was provided as an informational item in the Board materials.

WATER RESOURCES

Agriculture and Environmental Projects

Agenda Item No. 19 – Task Work Assignment with Atkins North America, Inc. for Federal Emergency Management Agency Fiscal Year 2020 Risk Mapping Assessment and Planning Program Services. Leroy Marshall, Chief Professional Engineer, Office of Agriculture and Environmental Projects, presented this item to the Board.

MOTION WAS MADE BY SESSIONS, SECONDED BY THOMPSON TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 20 – Task Work Assignment with Wood Environment and Infrastructure Solutions, Inc. for the Open to Closed Basin Investigative Project in the Ichetucknee and Santa Fe Basins. Mr. Marshall presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY SMITH TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 21 – Task Work Assignment with Eutaw Utilities, Inc. for the Retention Pond Conversion Investigative Project in the Ichetucknee and Santa Fe Basins. Mr. Marshall presented this item to the Board.

MOTION WAS MADE BY LLOYD, SECONDED BY THOMPSON TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Minimum Flows and Levels

Agenda Item No. 22 - Minimum Flows and Minimum Levels Update. Sean King, Chief, Office of Minimum Flows and Minimum Water Levels, provided an update to the Board,

Water Supply

Agenda Item No. 23 – Water Supply Update. Emilie Ducker, Manager, Office of Water Supply, provided a powerpoint update to the Board.

Water Resources

Agenda Item No. 24 – Amendment of Memorandum of Agreement with St. Johns River Water Management District for Surface and Groundwater Chemistry Analysis. Approved on Consent.

EXECUTIVE OFFICE

Agenda Item No. 25 - Announcements. Mr. Thomas recognized our Board and Staff Veterans and thanked them for their service to our Country. Mr. Thomas also recognized Paul Buchanan, GIS Program Manager, Office of Information Technology, for his help with Branford FFA corn maze project which won a National Award. He also updated the Board on the Country Club Road project and the upcoming meeting with Columbia County.

Agenda Item No. 26 - Governing Board Comments. Mr. Sessions invited Veterans to the parade in Live Oak on Thursday, November 11, 2021.

Agenda Item No. 27 - Adjournment. Meeting adjourned at 10:17 a.m.

Chair

ATTEST:

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOPS**

Workshops began at 10:34 a.m.

District Fertilization Projects – IFAS Presentation

De Broughton, Regional Specialized Agent, IFAS, provided a powerpoint presentation regarding 2021 Corn Nutrient Management Projects using Controlled Release Fertilizer and Liquid Nitrogen Side-Dressing.

Fiscal Year 2023 Preliminary Budget Workshop

Mrs. Green provided a powerpoint presentation regarding Fiscal Year 2023 Preliminary Budget highlights and timeline.

Projects Success Criteria

Mr. Marshall provided a powerpoint presentation regarding the calculation of benefits for agriculture and environmental projects.

Workshop adjourned at 11:58 a.m.

**MINUTES OF LANDS COMMITTEE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

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Public Comment Form Link: www.MySuwanneeRiver.com/Comments

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November 9, 2021
Following Board Workshops

District Headquarters
Live Oak, FL

1. Call to Order / Committee Roll Call. Meeting began at 11:58 a.m.

Committee Members	Present	Not Present
Richard Schwab - Chair	X	
Charles Keith		X
Larry Sessions	X	
Harry Smith	X	
Larry Thompson	X	
Dr. George Cole	X	

*Board members Johns and Lloyd also attended the Lands Committee meeting.

2. Public Comment.

- Shane Wellendorf, Tall Timbers Research, Inc. - Support of the Adams Aucilla Springs Tract acquisition.
- Peter Kleinhenz, Partnership Programs Coordinator, Tall Timbers Research, Inc. - Support of the Adams Aucilla Springs Tract acquisition.

General Discussion / Updates

None

Land Acquisition / Property Offer

3. Adams Aucilla Springs Tract, Madison County. Steve Schroeder, Chief, Office of Administration, presented this item to the Committee

Keith Fountain, Legal Counsel for Scott Adams, provided comments to the Committee.

MOTION MADE BY COLE, SECONDED BY THOMPSON TO APPROVE THE RECOMMENDATION. MOTION CARRIED.

4. Announcements: None

5. Adjournment: Meeting adjourned at 12:25 p.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Stephen Schroeder, Chief, Office of Administration

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: December 3, 2021

RE: Land Acquisition and Disposition Activity Report

Attached for your information is the Land Acquisition and Disposition Activity Report.

SS/tm
Attachments

LAND ACQUISITION AND DISPOSITION ACTIVITY REPORT NOVEMBER 2021

Property Offers							
Owner	Tract	Acres	County	Submittal Date	Asking Price	Acquisition Type	Comments
	Gilchrist Lyne	17,854	Gilchrist	03.2019	Exchange acreage dependent on configuration/ Sandlin Bay 2,023 acre (USFS)	Conservation Easement	Tabled by Lands Committee (LC) 6.11.2019. Offeror has contract for sale of property. On hold.
Approved for Detailed Assessment							
Owner	Project Name	Acres	County	Submittal Date	Asking Price	Acquisition Type	Comments
McB-Pinehatchee	Steinhatchee North/ RO Ranch West-Equestrian	2950/1,277	Lafayette		Exchange	Exchange - Fee for Fee	Approved by Governing Board (GB)11.12.2019. Final exchange offer approved by G.B. 4.13.21. Request for GB approval of contract by GB on 9.14.2021 for survey approved to obtain a metes and bounds/sketch for McB property. 12.14.21 Survey has commenced. Exchange agreement being reviewed by District legal counsel.
Hickman	Alapaha Point	39.8	Hamilton	08.21.19	\$159,200	Fee	Final recommendation approved by LC 10.12.21. Final acquisition Resolution to on 11.9.21 GB agenda. Documents delivered to District legal counsel's office for closing. 11.15.21
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,099	Lafayette			Conservation Easement	Negotiations ongoing.
Crosby Lake	Crosby Lake	1,380	Bradford		TBD	TBD - possibly mixed fee and CE	Approved for detailed assessment and negotiations 12.8.2020. Staff proceeding with discussions and project assessment including Bradford County and the City of Starke. Staff met with Offeror on 2.25.21 to update on status and timelines. Staff met with County and City staff 3.8.21. Joint meeting of County and City commissions being scheduled possibly April or May. Joint meeting scheduled for June 17. Interlocal agreement being developed between Bradford County, City of Starke and SRWMD. ESA Phase 1 to be conducted in July with report due in August. Phase 1 ESA report received. No issues noted. Appraisal pending.
Camp and Abel	Camp and Abel	266	Hamilton	09.23.20	\$948,000	Fee	Approved for detailed assessment and negotiations 12.8.2020. Property being tasked to NFLT for negotiation and assessment. Transaction will processed in house and not contracted. ESA Phase 1 being ordered.
Pfleiger	Riverbend Estates	1.1	Dixie	03.20.20	\$11,000/Possible exchange	Fee	Staff recommendation to proceed with detailed assessment and negotiations. Approved by LC on 6.9.2020. Approved by Board on 7.14.2020. In discussions with Offeror to exchange for Timber River parcel in Madison County. Offeror has tentatively agreed to exchange. Draft contract submitted to Counsel for review on 3.3.21. Awaiting additional guidance from Counsel regarding appraisals. Contract revised and submitted to Pfleiger. Staff will order an ESA Phase 1 and appraisal the River Bend property; Pfleiger will order an appraisal on the District land in Timber River. Signed contract received from Pfleiger to be submitted for Board Chair signature. Phase 1 ESA being ordered; Appraisal being ordered.
Alachua Conservation Trust	Santa Fe Springs (ACT) a/k/a Zow, Graham Springs	282	Columbia		\$139,041	Conservation Easement	Staff recommendation to proceed with detailed analysis and negotiations approved by LC on 12.12.2019. Approved by GB on 1.14.2020. Due diligence documentation submitted by ACT and being reviewed. Drafting CE to prepare for closing after Springs Grant Funding released. Funded on Springs Grant list. Staff beginning process to finalize transaction including completion of CE terms. Draft CE submitted to ACT for review 12.9.2020. ACT comments received and being reviewed. Internal review complete. CE submitted for legal review 3.3.21. Legal comments received. Revised CE submitted to ACT for review on 6.9.21. Final revisions being made to CE language; expect completion before 7.31.21. Additional revisions submitted after conference with ACT; being reviewed internally. Terms of CE have been agreed to. Moving towards final closing.
Florida Department of Transportation	Quail Heights	40.63	Columbia		\$651,105	Fee	Staff review on 8.8.2019 recommended purchase in partnership with FDOT. Approved by LC on 2.11.2020. Approved by GB 3.10.2020. Submitted for Springs Grant funding but not obtained for FY 2020. Property acquired by FDOT on 9.10.2020. LC approved contribution to acquisition costs 11.10.2020. GB approved on consent agenda 12.8.2020. FDOT contract completed. Resolution for acquisition on GB agenda 5.11.2021 and was approved. Final revisions and resolution of all contingencies complete and satisfied. Funds will be distributed to FDOT before 6.1.21. Agreement with FDOT executed. Funds referred after due diligence. Staff is working on obtaining appropriate surveys and negotiating agreement with Columbia County. Interlocal agreement being drafted with Columbia County.
Harpo Holdings, LLC	Rio Lindo Conservation Easement	313	Gilchrist	10.2.20	TBD based on appraisal	Conservation Easement	Staff recommendation to proceed with detailed assessments and negotiations was approved by GB agenda 1.12.21. CE terms being negotiated and under review by District Legal Counsel.
Lasky	Lasky	351.74	Gilchrist	11.2020	\$855,000	Fee	Approved for detailed assessment and negotiation by GB 4.13.21. Phase 1 ESA report received. No issues noted. Appraisal to be ordered.
R.L. Henderson	Telford Springs	94	Suwannee	12.2020	\$1,135,000	Fee	Submitted to LC 3.9.21 as a Springs Restoration program acquisition. Approved by LC. Board agenda 4.13.21 and was approved as part of Spring Restoration Grant application. Submitted as a Springs Grant project. Notification of awards are expected late summer 2021. Springs Grant award notice released 11.9.21. Discussions underway with Seller and Alachua Conservation Trust for moving forward to complete transaction.
Adams	Adams Tract	231.1	Madison	08.2020	TBD	Fee	Submitted to LC 3.9.21 as a Springs Restoration program acquisition. Approved by LC on Board agenda 4.13.21 and was approved as part of Spring Restoration Grant application. Submitted as a Springs Grant project. Notification of awards are expected late summer 2021. Springs Grant award notice released 11.9.21. Lands Committee approved direct submission of final transaction to Governing Board on 11.9.21. Staff negotiating final items for closing transaction. District legal counsel is reviewing various related agreements. Scheduled for 12.14.21 Governing Board agenda.
Rayonier	Lake Sampson (Rayonier)	30+/-	Bradford	District Initiated	TBD	Fee	Submitted to LC on 5.11.21 to be funded through FDEP grant; acquisition if AWS project related. Approved by LC. On GB Agenda for 6.8.21 and was approved. TWA opened with NFLT for negotiations with Rayonier.

Proposed for Surplus

Tract	Acres	County	Acquired Date	Funding	Appraisal Date	Price	Comments
None pending.							

Authorized for Surplus

Tract	Acres	County	Acquired Date	Funding	Appraisal Date	Price	Comments
Forest Woodlands	11	Gilchrist	10.11.1996	Save Our Rivers	TBD	To be determined by appraisal.	Staff recommended for surplus. Approved by Lands Committee (LC) on 10.10.2019. Approved by Governing Board (GB) 11.12.2019. Will be offered to adjacent property owners.
Santa Fe Oasis	1	Gilchrist	4.28.1998	Save Our Rivers	TBD	TBD by appraisal update.	Approved by LC on 4.14.2020. Approved by GB 5.12.2020. Offered for sale to adjacent owners, two offers received. Approved by LC 8.11.2020 to accept highest offer. Withdrawn from GB on 9.8.2020. Being resubmitted to LC for its 9.21.2020 meeting for staff recommendation to reject all offers and offer for sale to the general public. GB approved LC recommendation on 10.13.2020. All bids rejected and property will be offered for sale to the general public. Staff is trying to obtain a review appraisal to reconcile disparate appraisals received and determine minimum price for bids. Awaiting legal guidance on establishing minimum price for public notice of intent to sell.
Suwannee Run Shores	1.175	Dixie	12.30.1997	Save Our Rivers	TBD	To be determined by appraisal.	Staff recommended for surplus. Approved by LC 7.9.2019. Approved by GB 8.13.2019. Adjacent Property owners notified, responses/bids with appraisals due 4.15.2020. No responses received, will be posted on website and offer for sale to general public.
Three Rivers Estates	1	Columbia	12.30.1997	Save Our Rivers	N/A	TBD by appraisal update.	Staff recommended for surplus. Approved by LC 7.9. 2019. Approved by GB 8.8.2019. Adjacent Property owners notified, responses/bids with appraisals due 4.15.2020. Two offers received, highest offer approved by LC 6.9.2020. On GB agenda for 7.14.2020 and approved. Contract being drafted.
Turtle Spring Surplus Tract	32	Lafayette	5.13.2015	Florida Forever	5.24.2015	TBD by appraisal update.	Suspended until further review. Attempting to verify final surplus status/approval by GB.
Newberry Wellfield	58.66	Alachua	1.11.2000	P-2000	N/A	\$0	3.9.21 LC recommended surplus and conveyance to the City of Newberry with specified conditions. Approved by GB 4.13.21. Conveyance documents being drafted for legal review. Conveyance on hold pending resolution of issues relating to timber operations by the District.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Stephen Schroeder, Chief, Office of Administration

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: December 3, 2021

RE: Resolution 2021-10, Property Acquisition of Adams Aucilla Springs Tract, Madison County

RECOMMENDATION

Authorize the Executive Director to execute the assignment of option from Tall Timbers Research, Inc. for the acquisition of the Adams Springs Tract in Madison County, require that 10% or \$220,000.00 be placed in escrow in accordance with the terms of the option agreement, authorize the assignment of the name "Adams Aucilla Springs" to the tract, authorize District staff to negotiate with Madison County for the possible conveyance of the existing public boat ramp, and approve the Resolution Number 2021-10 approving the final acquisition.

BACKGROUND

The District reviewed an offer to acquire the parcel in August 2020 and after site visits and discussions with the offeror, the tract size was reduced from 336 +/- acres to the current 231.1 acres +/-.

This tract was originally estimated to contain 231.1 acres +/-, located in Madison County, however, a subsequent survey has indicated that the tract is 228.36 acres +/- . The tract is adjacent to the District's Seven Bridges Tract. The parcel contains several impoundment areas developed by previous owners for aquaculture. The parcel includes a spring run which feeds into the Aucilla River. Staff have visited the parcel and identified potential springs restoration projects on the parcel, including restoring on-site springs, where possible, and restoring the spring run. The parcel contains 92.6 acres +/- of riverine surface water, is completely within the Wacissa Springshed and is within the Wacissa Basin Management Action Plan. 150 acres +/- are within the 100-year floodplain and 37.84 acres +/- are within the floodway. The parcel has been added to the District's Florida Forever Workplan.

At its regular meeting on April 13, 2021, the Governing Board approved the Lands Committee recommendation to pursue the acquisition using grant funding with no District match. The original grant request included an acquisition cost of \$1,700,000. Additionally, the grant application requested funding in the amount of \$250,000 for restoration and in-kind and cash contributions from Tall Timbers Research, Inc. The grant request was submitted to the Florida Department of Environmental Protection (FDEP).

The grant request was approved by the Governor on November 9, 2021, in the amount of \$1,950,000.00. The FDEP grant agreement allocates all funding awarded to acquisition and includes an additional \$250,000.00 to be applied toward the acquisition making the total grant award \$2,200,000.00 which is the price agreed to between the Sellers and the District.

Tall Timbers has acquired two appraisals on the tract from FDEP listed appraisers, with the appraised values differing by approximately \$100,000. No review appraisal was required or ordered. The second appraisal provides for an adjustment in value of \$27,000.00 representing the diminution in value of the land if acquired subject to a 12-month lease to the Sellers. Additionally, an updated satisfactory Phase 1

Environmental Site Assessment was acquired on the property. Tall Timbers negotiated, with input from the District, an option contract for purchase amount of \$2,200,000 which will be assigned to the District upon approval of the Governing Board. The price is less than 90% of the appraised value.

The offeror has requested that, as part of the sale, the District identify the tract as the "Adams Aucilla Springs" tract and the Lands Committee recommended approval to the Governing Board.

The proposed option contract contains a provision permitting the Sellers to remain in residence on the property for a period not to exceed 12 months from the date of closing. As indicated above, at least one appraisal reflects the diminution in value of the land if taken subject to this lease agreement. District legal counsel has reviewed the lease and has indicated that the provisions regarding the lease are legally sufficient to protect the interests of the District and has determined that, pursuant to Florida Statute 373.093 the lease is consistent with the purposes for which the land is being acquired.

In order to protect the estimated value of the improvements and bind the Sellers to the terms of the lease regarding preservation of and vacating of the premises staff is also recommending that the sum of \$220,000 or 10% of the acquisition price be retained at closing in accordance with the terms of the option agreement.

District staff presented this matter to the Lands Committee at its meeting on November 9, 2021 and requested authority to bring the final agreement and resolution to the Governing Board without additional review by that committee. The staff recommendation was unanimously approved. At that meeting, staff enumerated certain contingencies that needed to be completed before a final resolution could be approved. Those contingencies and the indicia of completion are outlined below:

- *Completion of a second appraisal by an FDEP qualified appraiser;* This matter was completed on November 2, 2021 and was reported as complete to the Lands Committee at the November 9, 2021 meeting.
- *Satisfactory completion of an updated, Phase 1, Environmental Site Assessment;* This matter was completed on November 10, 2021, and a copy has been provided to the District.
- *Successful negotiation of the terms and conditions of the option contract to be assigned to the District;* This item was completed on December 6, 2021 and a copy of the proposed option is attached.
- *Amendment to and award of the FDEP Grant in an amount sufficient to secure the acquisition without cost to the District;* The District has received grant agreement number LPS0069 from the FDEP and is proposing same for approval by the Governing Board on the December 14, 2021 Board agenda.
- *Successful negotiation of a contract with Tall Timbers for dedication of funding for the restoration project;* This item was completed December 6, 2021 via a letter signed by the CEO/President of Tall Timbers Research, Inc. confirming that Tall Timbers is committed to funding not less than \$50,000.00 nor more than \$100,000.00 toward the restoration project.
- *Clear and marketable title from the offeror.* District legal counsel is conducting the appropriate title search and has indicated, based on the previous transaction involving this property, that there are no issues of concern with the title.

An additional item being added after the Lands Committee meeting is successful negotiation of an agreement with Madison County for the maintenance, repair and management of the public boat ramp located on the parcel and connected to seven bridges road. The Madison County Board of County Commissioners has indicated, through discussions with Tall Timbers, its intent to continue to maintain the boat ramp in the amount of \$2,600.00 per year on an ongoing basis. Currently, Madison County maintains 7-bridges road and the boat ramp and has been doing so for several year. Staff is recommending that the District explore conveyance of that portion of the property to Madison County to eliminate liability and future maintenance concerns for the District.

An updated survey depicting the location of springs and ponds was received by the District on December 3, 2021. This survey reflects the actual acreage of the property as 228.36 acres +/- . Additionally, this survey verified that one "large" spring and one minor spring vent previously thought to be on the tract are in fact located on an adjacent property owned by a third party. A large portion of the spring fed pond created by these springs is located on the Adams tract. One other spring originally purported to be in the northeast section of the property is not indicated on the survey as its location could not be verified at the time of the surveyors visit. Finally, at least one of the ponds in which a spring is located lies directly on and may cross the eastern boundary of the property onto the adjoining tract.

Based on the location of the springs and ponds along, adjacent to the property boundary and possibly encroaching on the adjoining property all future projects involving the springs and associated ponds will require the cooperation and concurrence of the adjoining landowner.

Finally, the Sellers have a pending application for a Water Use Permit (WUP) for transporting water for bottling. The District has submitted a Request for Additional Information (RAI) to the applicant and the response to the RAI has been extended to January 13, 2022. By operation of law, if the land is acquired by the District, the change in ownership will render the application null and void. As part of the option agreement, the Sellers have agreed that they, nor any entity in which they are an owner or principal will apply for any WUP on any property adjacent to this parcel owned by the Sellers or any entity in which they are an owner or principal.

The following documents are attached:

Triage, LiDAR, Summary Maps

Option Contract

Survey

Assignment of Contract

Assignment of Lease

SCS/tm

Attachments

File #2020-013

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2021-10

**AUTHORIZING THE PURCHASE OF THE ADAMS AUCILLA SPRINGS TRACT
CONSISTING OF 231.1 ACRES +/- LOCATED IN MADISON COUNTY AND AUTHORIZING
THE USE OF FUNDS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION SPRINGS GRANT RESTORATION FUNDING FOR THE LAND PURCHASE**

WHEREAS, the Suwannee River Water Management District (District) has been offered fee title to lands owned by Scott Adams and Ngoc Adams located in Madison County, Florida and consisting of 228.36 acres +/- . A description of said lands being attached hereto as Attachment A; and

WHEREAS, the Adams Aucilla tract is located adjacent to land owned by the District and identified as the "7-Bridges tract"; and

WHEREAS the tract contains an as yet fully determined number of natural springs which discharge through a spring run that is fully contained within the property; and

WHEREAS the spring run connects directly to the Aucilla River; and

WHEREAS the tract has been approved by the Florida Department of Environmental Protection as a Springs Restoration project; and

WHEREAS fee ownership of the tract is necessary for the District to fully achieve the goals of the Springs Restoration project including removing obstructions, natural and manmade, from the spring vents and clearing and restoring the spring run; and

WHEREAS completion of the restoration project will improve water supply and water quality in the Aucilla River basin; and

WHEREAS District ownership will protect the springs from future development, commercial development and potentially increase public access for recreation purposes; and

WHEREAS, the purchase price for said lands shall be \$2,200,000; and

WHEREAS, pre-acquisition costs have been borne by third parties, to with Tall Timber Research, Inc.; and

WHEREAS, the sum of \$2,200,000 has been approved and authorized by the Florida Department of Environmental Protection for acquisition of the tract pursuant to the terms of grant number LPS0069, and

WHEREAS, said lands are being acquired consistent with sections 373.139 and 373.199, Florida Statutes and with the District's annually updated Florida Forever Five-Year Work Plan filed with the Legislature and the Florida Department of Environmental Protection; and

WHEREAS, the funds authorized will be used only for the purchase price of said lands and related acquisition costs; and

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

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

WHEREAS, an environmental audit has been performed and reported no contamination or need for a Phase II Environmental Assessment.

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

1. The above statements are hereby certified and declared to be true and correct, and the acquisition of said lands are hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, Florida Statutes.
2. The Chair and Secretary of the Governing Board, the Executive Director, the Governing Board attorney and all other officers and employees of the District are hereby authorized and directed to do all things necessary to close and complete the acquisition.
3. The District hereby approves the use of the Florida Department of Environmental Protection grant funds for the sum of \$2,200,000 for the purchase price and authorizes District staff to advance said funds and seek reimbursement from the Florida Department of Environmental Protection.

PASSED AND ADOPTED THIS ____ DAY OF _____, _____.

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

MEMBERS OF THE BOARD:

**VIRGINIA H. JOHNS, CHAIR
RICHARD SCHWAB, VICE CHAIR
CHARLES KEITH, SECRETARY/TREASURER
DR. GEORGE COLE
WILLIAM LLOYD
LARRY SESSIONS
HARRY SMITH
LARRY THOMPSON**

ATTEST:

ATTACHMENT A
DESCRIPTION OF THE LANDS

The Northwest Quarter of the Northwest Quarter of Section 3, Township 1 South, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND all that part of the West Half of the Southwest Quarter and the West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND all that part of the Southwest Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND all that part of the Southeast Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND all that part of the South Half of the Northeast Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND the Northeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida.

AND all that part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND a portion of the Northeast Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 6 East, Madison County, Florida.

Said lands being a portion of the Adams property as described in Official Records Book 1361, page 74 and in Official Records Book 1361, page 84, Public Records of Madison County, Florida, being more particularly described by recent survey as follows:

BEGIN AT a 2 inch iron pipe marking the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, thence run South 00 degrees 16 minutes 00 seconds East, along the East line of the Southwest Quarter of Section 34, a distance of 2711.06 feet to an iron rod (LB#7896 cap) on the north right-of-way line of County Graded SW Seven Bridges Road, thence run in a westerly direction along said northerly right-of-way line as follows: North 26 degrees 01 minutes 07 seconds West 200.30 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 29 degrees 37 minutes 49 seconds West 174.38 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 34 degrees 27 minutes 36 seconds West 179.08 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 39 degrees 04 minutes 43 seconds West 169.15 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 44 degrees 21 minutes 33 seconds West 229.43 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 58 degrees 04 minutes 26 seconds West 68.96 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 83 degrees 29 minutes 46 seconds West 96.70 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 85 degrees 34 minutes 05 seconds West 212.06 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 78 degrees 54 minutes 36 seconds West 145.84 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 68 degrees 02 minutes 25 seconds West 161.46 feet to a 5/8 inch

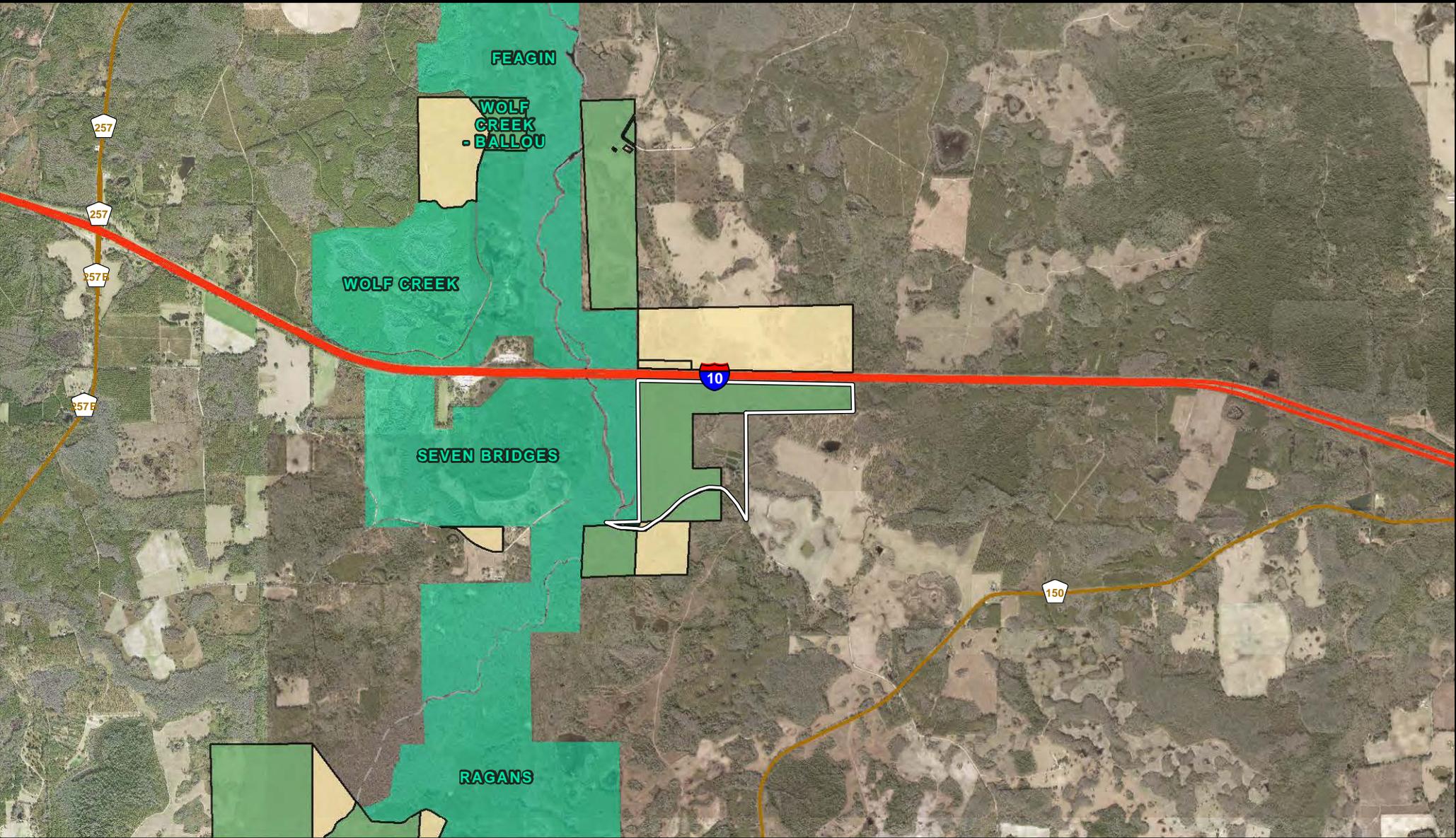
RESOLUTION NO 2021-10
File No. 2020-013

iron rod (LB#7896 cap), thence South 63 degrees 58 minutes 30 seconds West 328.68 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 60 degrees 42 minutes 50 seconds West 140.85 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 47 degrees 34 minutes 51 seconds West 138.49 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 43 degrees 10 minutes 57 seconds West 215.45 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 47 degrees 04 minutes 40 seconds West 170.25 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 55 degrees 04 minutes 45 seconds West 249.16 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 57 degrees 00 minutes 20 seconds West 330.34 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 63 degrees 18 minutes 18 seconds West 81.61 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 89 degrees 25 minutes 23 seconds West 88.17 feet to a 5/8 inch iron rod (LB#7896 cap), thence run North 85 degrees 55 minutes 14 seconds West 239.49 feet to a 5/8 inch iron rod (LB#7896 cap), thence leaving said North right-of-way line, run South 04 degrees 39 minutes 51 seconds West 38.08 feet to a 5/8 inch iron rod (LB#7896 cap) on the South right-of-way line of said SW Seven Bridges Road, thence run South 05 degrees 03 minutes 50 seconds West 50.34 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 76 degrees 11 minutes 07 seconds West 148.13 feet to a 5/8 inch iron rod (LB#7896 cap) on the easterly bank of the Aucilla River, thence continue South 76 degrees 11 minutes 07 seconds West 20.00 feet to a point in the Aucilla River, thence run North 00 degrees 00 minutes 00 seconds East 205.61 feet to a point on the South line of Section 4, Township 1 South, Range 6 East, and the South boundary line of the Suwannee River Water Management District lands (as per Southeastern Surveying boundary survey dated April 10, 2009), thence run North 89 degrees 25 minutes 33 seconds East, along said monumented South boundary, a distance of 45.71 feet to a 5/8 inch iron rod (LB#7896 cap) on the easterly bank of the Aucilla River, thence continue North 89 degrees 25 minutes 33 seconds East, along said monumented South boundary, a distance of 316.49 feet to a 5 inch triangle concrete monument stamped WLCO previously used as the Southwest corner of Section 34, thence run North 01 degree 02 minutes 39 seconds West, along the monumented West line of Section 34 and the East boundary line of the Suwannee River Water Management District lands (as per Southeastern Surveying boundary survey dated April 10, 2009), a distance of 3564.87 feet to a 4 inch concrete monument (LB#2108 cap) on the south right-of-way line (limited access) of Interstate No. 10 (State Road No. 8), thence run South 89 degrees 08 minutes 34 seconds East, along south right-of-way line, 5327.73 feet to a 2 inch iron pipe on the East line of Section 34, thence run South 00 degrees 31 minutes 51 seconds East, along the East line of Section 34, a distance of 673.99 feet to a 1 inch iron pipe marking the Southeast corner of the South Half of the Northeast Quarter of Section 34, thence run South 89 degrees 46 minutes 46 seconds West 2642.92 feet to the Point of Beginning.

LESS AND EXCEPT sovereign lands.

SUBJECT TO County Maintained SW Seven Bridges Road.

ALSO SUBJECT TO that certain easement described in Deed Book 24, Page 354. Public Records of Madison County, Florida.

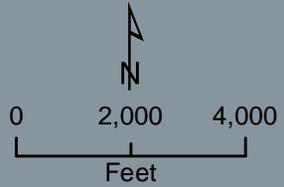
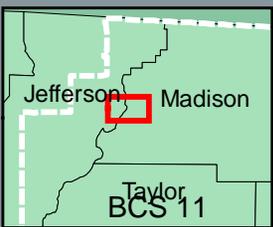


-  Property Boundary
-  SRWMD Ownership
-  Other Public Ownership

Adjacent Parcels Ranking

-  Primary
-  Secondary

Adams Property
 ± 231.1 Ac
Madison County

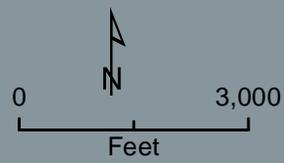
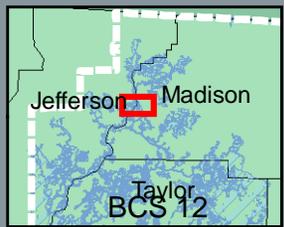


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001. Map Created 12/28/2020



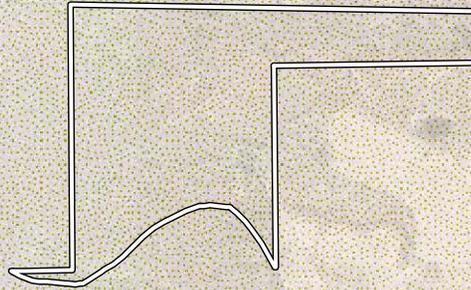
Adams Property Property Offer Surface Water Protection

-  Property Boundary
- SRWMD Major Rivers**
-  Priority 1
-  Priority 2
-  Other
-  Surface Waters (Riverine)



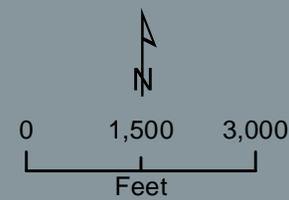
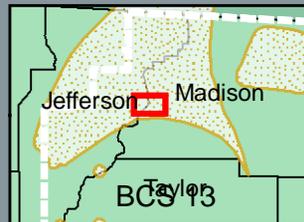
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Wacissa Springshed

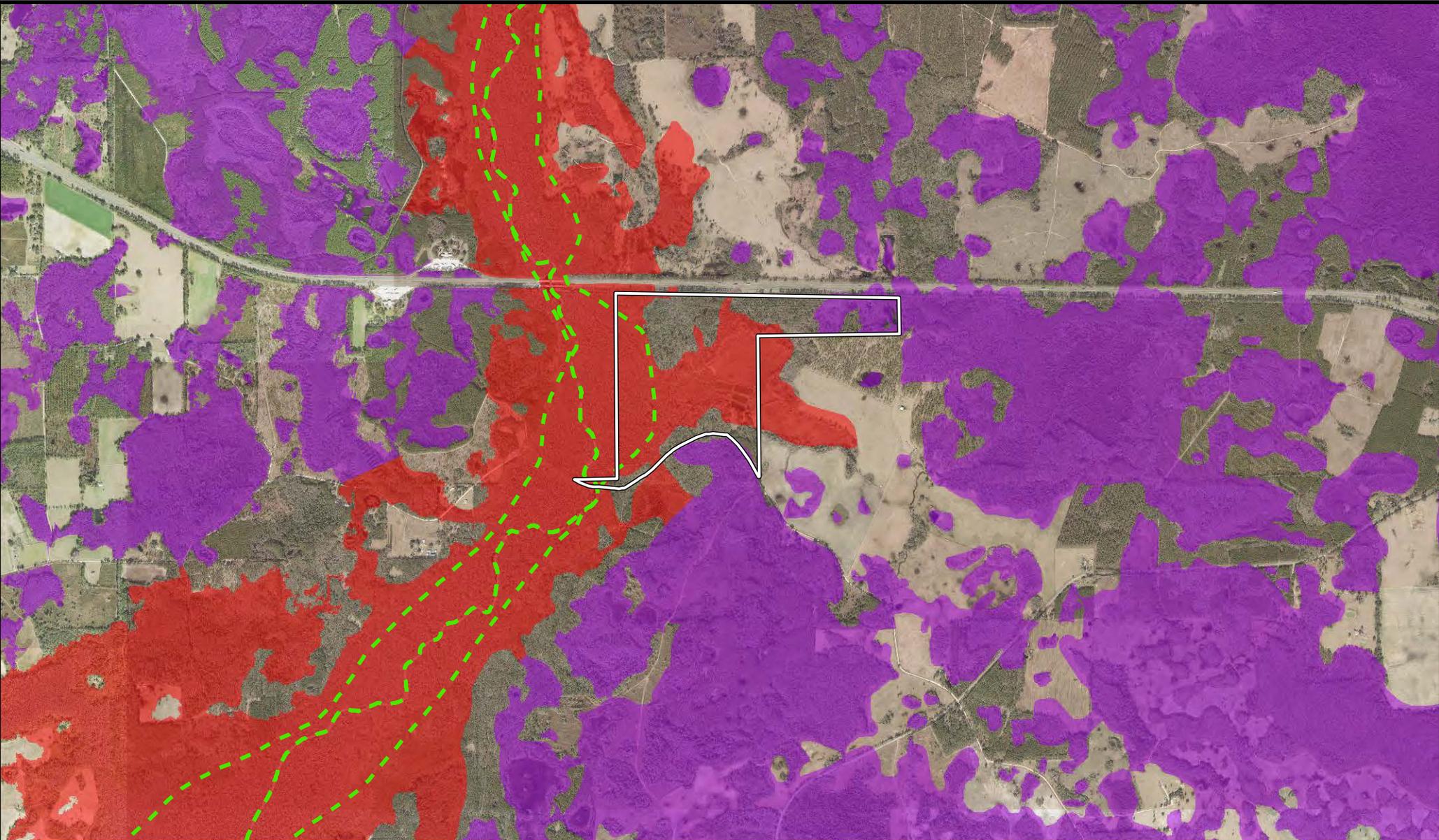


Adams Property Property Offer Springs Protection

-  Property Boundary
-  Springs Protection

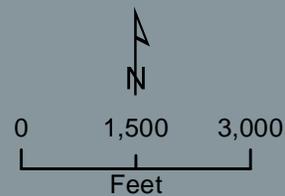
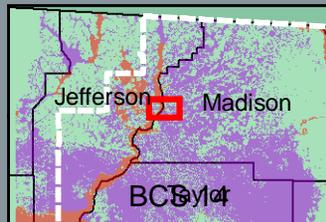


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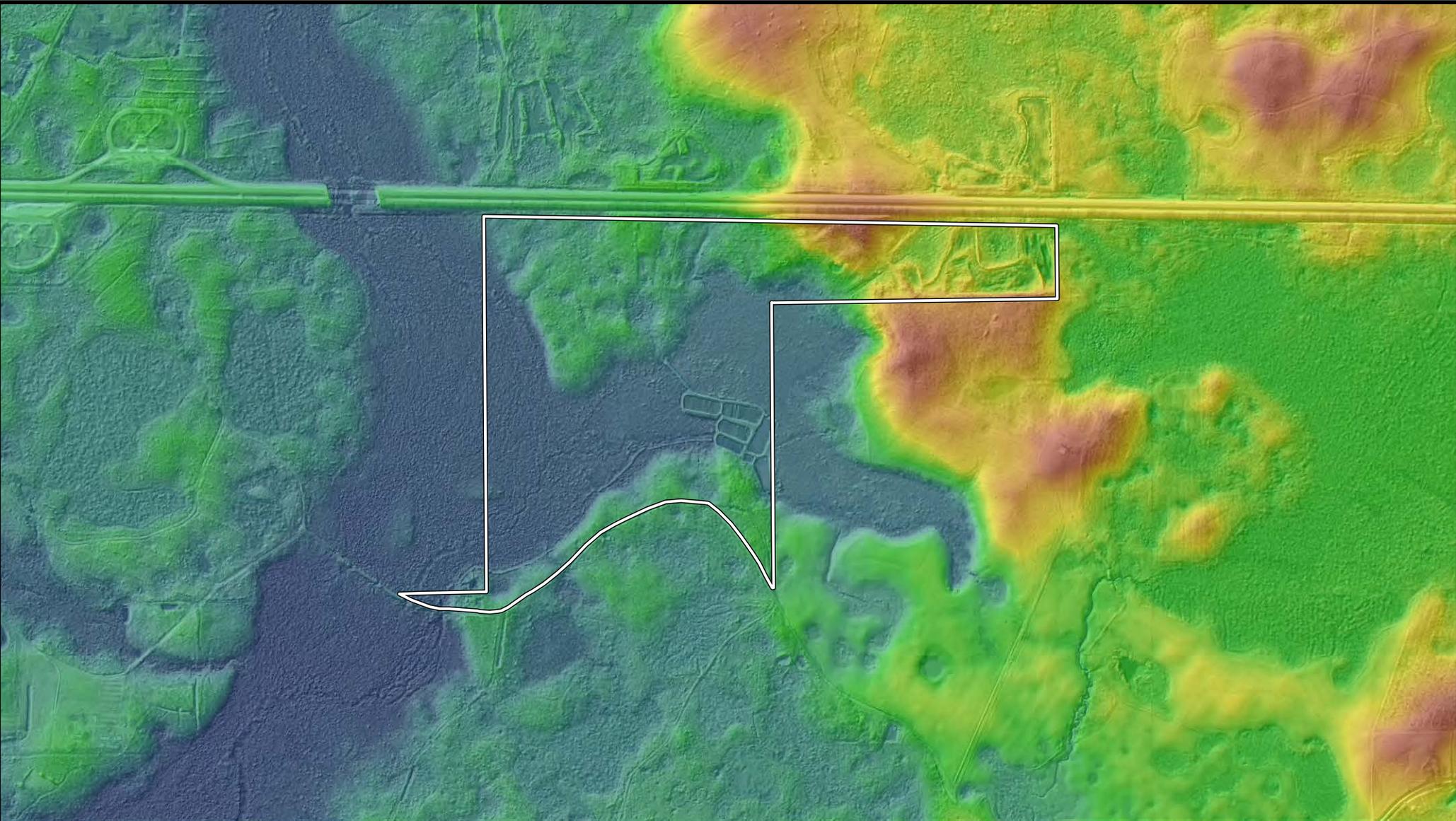


Adams Property Property Offer Floodplain Protection

-  Property Boundary
-  10 Year Floodplain
-  Floodway
- 100 Year Floodplain**
-  Zone A
-  Zone AE



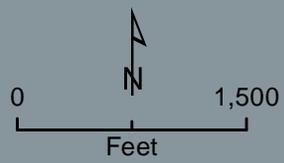
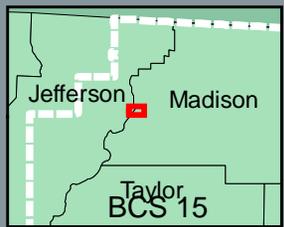
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Adams Property Property Offer LIDAR

 Property Boundary

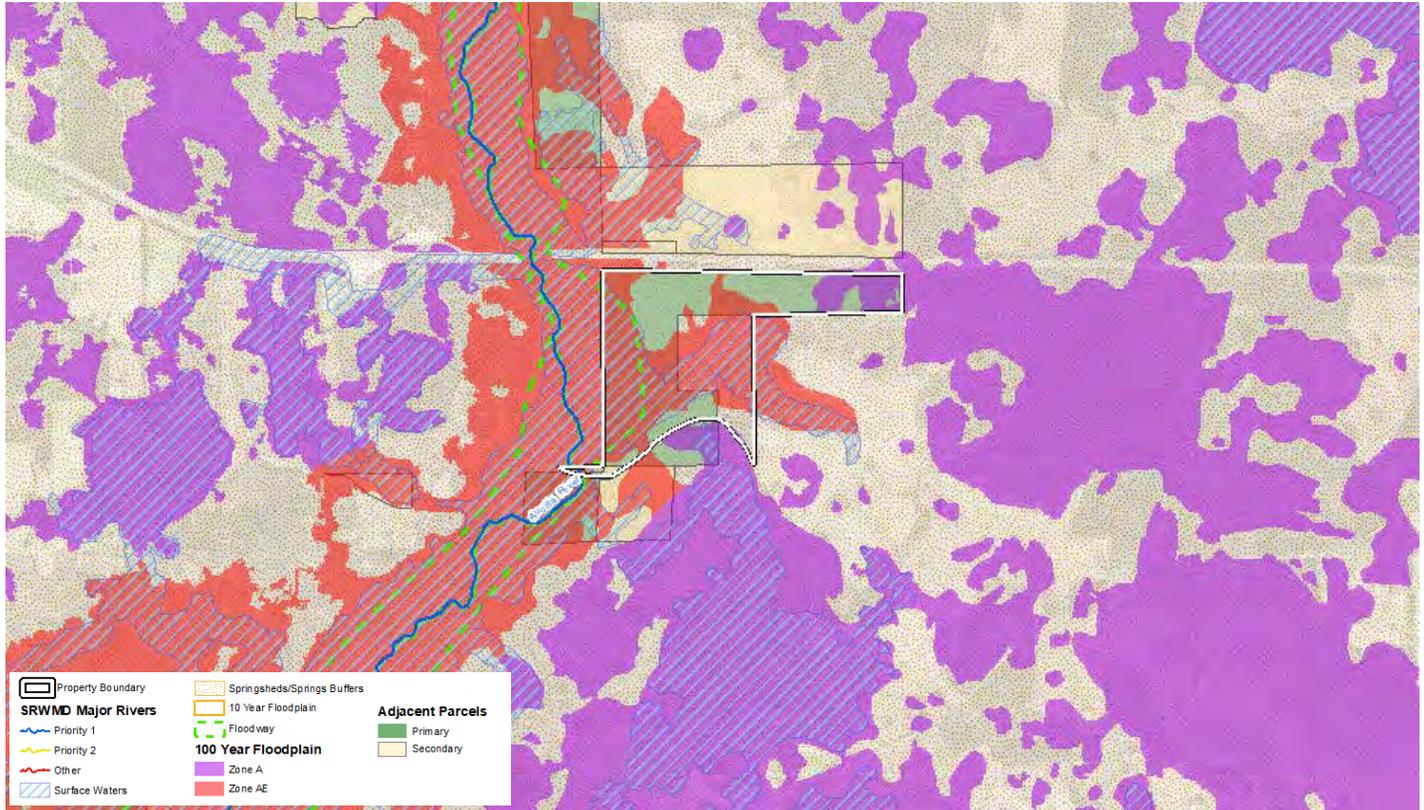
Bare Earth Elevation
High : 120.888
Low : 64.351



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 12/28/2020



SUWANNEE TRIAGE ANALYSIS RESULTS



Property Name: Adams Property

Date: 01/14/2021

Acreage: ± 231.1 ac

County: Madison

Transaction Type: Acquisition

Florida Forever: No

Surface Water Protection

Major River: (Y) [Aucilla River – Priority 1]

Riverine Surface Waters: (Y) [± 92.6 ac]

Flood Protection

Floodway: (Y) [± 37.84 ac]

10 Year Floodplain: (N)

100 Year Floodplain: (Y) [± 150 ac]

Springs Protection

Springshed: (Y) [Wacissa Springshed] [± 231.1 ac]

Adjacency: partial primary/secondary

Miscellaneous

PFA: (N)

WSPA: (N)

BMAP: (Y) Wacissa

OPTION TO PURCHASE

SCOTT ADAMS and NGOC ADAMS, husband and wife, who do not reside on the property, but who reside at 9501 S. Istachatta Road, Floral City, Florida 34436, (collectively hereinafter "Optionor"), in consideration of the sum of One Thousand Dollars (\$1,000.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from **TALL TIMBERS RESEARCH, INC.**, a Florida nonprofit corporation, having a mailing address of 13093 Henry Beadel Drive, Tallahassee, Florida 32312 (hereinafter "Optionee"), on this ____ day of December, 2021, hereby grants unto Optionee the exclusive right and option to purchase, within the time hereinafter stated, and at the purchase price hereafter set forth, real property in Madison County, Florida, described on the map attached hereto as Schedule A and preliminary legal description attached hereto as Schedule B (collectively, hereinafter called the "Property"), upon the following terms and conditions:

1. Optionee may exercise this Option to Purchase ("Option") by notice to Optionor in writing, which shall be sent by certified or registered mail at its address herein stated, postmarked on or before 11:59 pm on December 14, 2021 ("Option Expiration Date"), alternatively notice shall be given via electronic mail with receipt of confirmation to keith@keithfountainlaw.com. In the event this Option is exercised, the purchase shall be concluded in the manner herein set forth, and in the event this Option is not exercised, the same shall be null and void, and neither party shall have any obligation hereunder.

2. If the Option is exercised, the purchase price for the Property shall be the sum of TWO MILLION TWO HUNDRED THOUSAND AND NO/100 Dollars (\$2,200,000), which shall be paid in cash at the time of closing less the sums this day paid.

3. At closing, the Optionor shall convey title to the Property by Special Warranty Deed, conveying marketable title to the Property (including all timber) in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except the deed of conveyance shall make exceptions to the warranties given therein for the matters set out on Schedule C. The deed of conveyance shall contain the matters required under any FDEP grant as restrictive covenants but these shall not affect the warranties given by the Optionor.

4. At closing, Optionor shall pay for (1) documentary stamp tax on the deed of conveyance, (2) the cost for the Owner's title insurance policy (including the premium at the promulgated rate with applicable reissue credit, and all search, examination, and related charges) not to exceed \$8,000.00, and (3) Optionor's attorneys fees. At closing Optionee shall pay, (1) charges to record the deed of conveyance, (2) costs of the environmental audit, (3) costs of the survey, and (4) Optionee's attorneys fees. For the year of closing, the parties shall prorate the ad valorem taxes and assessments due on the Property. For all years prior to the

year of closing, all ad valorem taxes and assessments due on the Property shall be paid by the Optionor.

A. The Optionee has obtained a title commitment (meaning a commitment to issue to the Optionee an owner's title insurance policy for the Property), purchased from an agent for a Florida licensed title insurance company, and provided a copy of the same to the Optionor. The Optionee has approved the title commitment.

B. The Optionee has obtained a survey from a Florida licensed surveyor and provided a copy of the same to the Optionor. The Optionee has approved the survey.

C. The Optionee has obtained a Phase I environmental audit certified to Optionor, Optionee, and District (as hereinafter defined) and provided a copy of the same to the Optionor. The Optionee has approved the environmental audit.

5. This transaction shall be closed at the office of the Optionee's attorney ("Closing Attorney") and the deed recorded by December 22, 2021 ("Closing Date"), unless extended by the terms hereof.

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

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

(1) Duly executed and acknowledged Special Warranty Deed as set out herein and a DR 219 form for said deed.

(2) Executed Tax Indemnification Agreement, Beneficial Interest and Disclosure Affidavit, Owner's Disclosure Affidavit, Owner's and Mechanic's Lien and Foreign Investment Real Property Tax Affidavit, Environmental Law Affidavit, and Compliance Agreement on forms approved by the parties.

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

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

B. Prior to closing, Optionee shall deliver Funds in the amount of the gross purchase price together with its share of the closing costs to the Closing Attorney by wire transfer or cashier's check drawn on a local bank approved in advance by the Closing Attorney.

C. Upon closing, the Closing Attorney shall:

(1) Record the deed.

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

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

(4) After closing and the deed has been recorded, the Closing Attorney shall deliver the original recorded deed to Optionee together with the original title policy.

7. Optionee shall, during the term of this Option, have the right and privilege to enter upon the Property described herein with its agents and contractors to make inspection thereof and to make tests, drill, and take soil samples to determine the uses to which said Property may be put, so long as such inspection and tests do not materially injure the Property. Any party entering the Property pursuant to this paragraph that is not a District employee shall be covered by a general liability insurance policy.

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

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

10. Optionor represents to Optionee that it has no knowledge of any condemnation action affecting the Property.

11. Optionee may assign its rights under this Option to the Suwannee River Water Management District ("District") or a party approved by Optionor in writing. Should this Option be assigned to the District, the Optionor shall comply with the legal requirements of selling the Property to the District including, without limitation, providing a sworn disclosure as provided in Section 380.08(2), Florida Statutes, and discharging the lien of the ad valorem taxes and assessments for the year of conveyance as provided in Section 196.295, Florida Statutes, and Rule 12D-13.016, Florida Administrative Code.

12. Optionor has delivered to Optionee copies of all of the following

documents if in the possession or control of the Optionor. These documents are (1) title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property, (2) surveys of any portion of the Property, (3) environmental audits and reports of any portion of the Property, and (4) leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, and all similar documents, known to the Optionor which are then in effect and may affect the title to the Property.

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

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

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

16. Optionor warrants and represents to Optionee that it does not know of any hazardous wastes as defined herein to be deposited, placed, or released by Optionor on any of the Property from the execution of the Option through the Lease Period as hereinafter defined in paragraph 23.

17. Optionor assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the property shall be transferred and conveyed to the Optionee in the same or essentially the same condition as of the date of Optionor's execution of this Option, ordinary wear and tear excepted. However, in the event the condition of the Property, including the timber thereon, is altered by an act of God or other natural force beyond the control of Optionor, Optionee may elect, at its sole option, to terminate this Option and neither party shall have any further obligations under this Option. Optionor represents and warrants that there

are no parties other than Optionor in occupancy or possession of any part of the Property as of the date of closing. Optionor agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Optionee prior to closing. At all times prior to the date of closing, Optionor agrees not to cut or remove, or permit any other person to cut or remove, any of the timber presently on the Property as of the effective date herein.

18. The warranties, covenants, and representations of Optionor in paragraphs 8, 9, 10, 12, 16, and 24 of this Option shall survive the closing and shall be separately enforceable by Optionee at anytime after closing.

19. The Optionor's obligation to close the transaction set out herein is contingent on the occurrence of a certain condition precedent as follows: Approval of the application submitted to the Florida Department of Environmental Protection ("FDEP") by the District for the purchase and restoration of the Property and the FDEP and the District entering into a written contract under which FDEP agrees to fund the transaction set out in this Option. Should such condition precedent not occur prior to closing, the Option shall terminate unless amended in writing by the parties, and thereupon the Optionee shall receive back all moneys paid to the Optionor and both parties will be relieved of all further obligations to the other under this Option.

20. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

21. Notwithstanding anything in this Option to the contrary, it is understood between the parties that it is Optionor's intent to claim a noncash charitable contribution to the Optionee. Optionee acknowledges that the Optionor intends to claim a noncash charitable contribution to the Optionee. Optionee's acknowledgment, however, does not represent any concurrence in the Optionor's claimed fair market value. Upon receipt of the Property, Optionee agrees to complete Part V of Internal Revenue Service form 8283 for Optionor.

22. Optionee shall obtain, prior to exercise of this Option, the approval of the District Governing Board to include "Adams-Aucilla Springs" in the name of the Property as it will be publicly designated by the District after closing. If Optionee fails to comply with the provisions of this paragraph 22 prior to closing, Optionor may elect, at its sole option, to terminate this Option and neither party shall have any further obligations under this Option.

23. Optionee acknowledges that Optionor has entered into a certain written lease agreement (the "Lease"), a copy of which is attached as Schedule D, leasing a portion of the Property to Adams Rocky Creek Ranch, LLC ("Lessee"), for a term ending December ____, 2022 ("Lease Period"). At

closing, Optionor shall assign the Lease to Optionee. Notwithstanding anything else herein to the contrary, at closing, the Closing Attorney shall retain in escrow the total sum of \$20,000.00 (the "Retained Funds ") from the sale proceeds which would otherwise have been paid from closing to Optionor, and only disburse the Retained Funds as provided herein. At any time, the Closing Attorney shall disburse the Retained Funds as provided in any written agreement executed by the Optionor and Optionee and provided to the Closing Attorney. Absent such executed written agreement, after the Lease has expired, or been canceled in writing by the Lessee and the Optionee, the Optionor may make a written request to the Optionee for the Retained Funds. Within 30 days after receipt of such written request, the Optionee shall inspect the Property to determine whether the Lessee has complied with all of the terms of the Lease. Should the Optionee determine that the Lessee has complied with all of the terms of the Lease, the Optionee shall direct the Closing Attorney, in writing, to disburse the Retained Funds to the Optionor. Should the Optionee determine that the Lessee has not complied with all of the terms of the Lease, the Optionee shall so notify the Optionor in writing showing the non-compliance generally and informing the Optionor that it will be making a demand on the Lessee for its non-compliance and in such event the Retained Funds shall be retained by the Closing Attorney until judicial resolution of such dispute between the Optionee and the Lessee. Upon any judgment being rendered (and the upholding of such judgment on final appeal therefrom or the running of the time for appeal with no appeal being filed) by a court of competent jurisdiction, (a) if the judgment is in favor of the Optionee, the Closing Attorney shall disburse to the Optionee that portion of the Retained Funds as necessary to satisfy the judgment or exhaust the Retained Funds, and then disburse to the Optionor the remaining Retained Funds, if any, and (b) if the judgment is in favor of the Lessee, the Closing Attorney shall disburse the Retained Funds to the Optionor.

24. Optionee recognizes that Optionor will continue their efforts to gain approval by the District of Optionor's application for Water Use Permit number WUP2-079-240044-1 ("Permit") and, if this Option is assigned to the District, Optionee agrees that the Optionee shall not interfere with the permitting process for the Permit. If this Option is exercised and the transaction closed by Optionee, Optionor shall assign all its right and interest in the Permit to Optionee on the closing date. Furthermore, Optionor represents that Optionor, or any entity in which Optionor has an interest, as permittee or landowner, shall not file any future applications for the withdrawal of water for commercial bottled water consumption from any lands identified on Schedule E. Nothing herein shall be construed to prohibit Optionor from seeking a water use permit for personal consumption or agricultural purposes. Said representation prohibiting future commercial bottled water permitting shall survive the closing and delivery of the deed to Optionee.

25. Optionee acknowledges that Optionor has the Property listed for sale and nothing contained in this Option shall prohibit Optionor from continuing

to list the Property for sale or entering into a backup contract for the sale of the Property to a third party as long as said backup contract recognizes the superior rights of Optionee under this Option.

26. This Option is between the Optionor and the Optionee and shall not be interpreted to be for the benefit of any party or entity not executing this Option or being assigned rights as provided herein.

27. Notwithstanding anything else in herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special, or punitive damages, including, without limitation, loss of future revenue, income, or profits, in any legal proceeding(s) arising out of or relating to the Property, this Option or the transaction contemplated thereby. This waiver shall apply to legal actions in law and equity sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be construed to mean that absent this provision any such remedies would be available. This provision shall survive the expiration or termination of this Option.

28. Notwithstanding anything else in herein to the contrary, both parties mutually and forever agree that should the transaction contemplated by this Option not be closed, for any reason whatsoever including no reason, the maximum aggregate amount of any and all damages, attorney's fees, interest, court costs and all other monetary sums which might be awarded in any legal proceeding(s) arising out of or relating to the Property, this Option or the transaction contemplated thereby, shall be limited to the total sum of one thousand U.S. dollars and zero cents (U.S. \$1,000.00). This limitation shall apply to legal actions in law and equity sounding in both contract and tort and shall apply whether or not the possibility of recovering amounts in excess of this limitation has been disclosed in advance or could have been reasonably foreseen. This provision shall not be construed to mean that absent this provision any such remedies would be available. This provision shall survive the expiration or termination of this Option.

29. The exclusive venue and jurisdiction for any legal proceeding(s) arising out of or relating to the Property, this Option or the transaction contemplated thereby shall be the Circuit Court or the County Court in and for Madison 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 Northern District of Florida, Tallahassee Division.

30. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding(s) arising out of or relating to the Property, this Option or the transaction contemplated thereby. The parties agree to have any such actions decided by a judge alone, without a jury.

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

[Signatures on following page]

Witnesses:

(Print)

(Print)

OPTIONOR:
SCOTT ADAMS.

By:_____

NGOC ADAMS

By:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2021, by Scott Adams, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Personally Known to Me OR Produced Identification

Type of Identification Produced: _____

Notary Seal:

NOTARY PUBLIC

(Printed Name of Notary)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2021, by Ngoc Adams, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Personally Known to Me OR Produced Identification

Type of Identification Produced: _____

Notary Seal:

NOTARY PUBLIC

(Printed Name of Notary)

Witnesses:

(Print)_____

(Print)_____
President/CEO

GRANTEE:

TALL TIMBERS RESEARCH, INC.
A Florida Not for Profit Corporation

By: _____
Dr. William E. Palmer,

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____, 2021, by Dr. William E. Palmer, as the President/CEO of Tall Timbers Research, Inc.

Personally Known to Me OR Produced Identification

Type of Identification Produced: _____

Notary Seal:

NOTARY PUBLIC

(Printed Name of Notary)

SCHEDULE A
MAP OF PROPERTY



SCHEDULE B

PROPERTY LEGAL DESCRIPTION

The Northwest Quarter of the Northwest Quarter of Section 3, Township 1 South, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND all that part of the West Half of the Southwest Quarter and the West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND all that part of the Southwest Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND all that part of the Southeast Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND all that part of the South Half of the Northeast Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, that lies South of the South right-of-way line of I-10.

AND the Northeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida.

AND all that part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, lying North of SW Seven Bridges Road.

AND a portion of the Northeast Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 6 East, Madison County, Florida.

Said lands being a portion of the Adams property as described in Official Records Book 1361, page 74 and in Official Records Book 1361, page 84, Public Records of Madison County, Florida, being more particularly described by recent survey as follows:

BEGIN AT a 2 inch iron pipe marking the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 34, Township 1 North, Range 6 East, Madison County, Florida, thence run South 00 degrees 16 minutes 00 seconds East, along the East line of the Southwest Quarter of Section 34, a distance of 2711.06 feet to an iron rod (LB#7896 cap) on the north right-of-way line of County Graded SW Seven Bridges Road, thence run in a westerly direction along said northerly right-of-way line as follows: North 26 degrees 01 minutes 07 seconds West 200.30 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 29 degrees 37 minutes 49 seconds West 174.38 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 34 degrees 27 minutes 36 seconds West 179.08 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 39 degrees 04 minutes 43 seconds West 169.15 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 44 degrees 21 minutes 33 seconds West 229.43 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 58 degrees 04 minutes 26 seconds West 68.96 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 83 degrees 29 minutes 46 seconds West 96.70 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 85 degrees 34 minutes 05 seconds West 212.06 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 78 degrees 54 minutes 36 seconds West 145.84 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 68 degrees 02 minutes 25 seconds West 161.46 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 63 degrees 58 minutes 30 seconds West 328.68 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 60 degrees 42 minutes 50 seconds West 140.85 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 47 degrees 34 minutes 51 seconds West 138.49 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 43 degrees 10 minutes 57 seconds West 215.45 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 47 degrees 04 minutes 40 seconds West 170.25 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 55 degrees 04 minutes 45 seconds West 249.16 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 57 degrees 00 minutes 20 seconds West 330.34 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 63 degrees 18 minutes 18 seconds West 81.61 feet to a 5/8 inch iron rod (LB#7896 cap), thence North 89 degrees 25 minutes 23 seconds West 88.17 feet to a 5/8 inch iron rod (LB#7896 cap), thence run North 85 degrees 55 minutes 14 seconds West 239.49 feet to a 5/8 inch iron rod (LB#7896 cap), thence leaving said North right-of-way line, run South 04 degrees 39 minutes 51 seconds West 38.08 feet to a 5/8 inch iron rod (LB#7896 cap) on the South right-of-way line of said SW Seven Bridges Road, thence run South 05 degrees 03 minutes 50 seconds West 50.34 feet to a 5/8 inch iron rod (LB#7896 cap), thence South 76 degrees 11 minutes 07 seconds West 148.13 feet to a 5/8 inch iron rod (LB#7896 cap) on the easterly bank of the Aucilla River, thence continue South 76 degrees 11 minutes 07 seconds West 20.00 feet to a point in the Aucilla River, thence run North 00 degrees 00 minutes 00 seconds East 205.61 feet to a point on

the South line of Section 4, Township 1 South, Range 6 East, and the South boundary line of the Suwannee River Water Management District lands (as per Southeastern Surveying boundary survey dated April 10, 2009), thence run North 89 degrees 25 minutes 33 seconds East, along said monumented South boundary, a distance of 45.71 feet to a 5/8 inch iron rod (LB#7896 cap) on the easterly bank of the Aucilla River, thence continue North 89 degrees 25 minutes 33 seconds East, along said monumented South boundary, a distance of 316.49 feet to a 5 inch triangle concrete monument stamped WLCO previously used as the Southwest corner of Section 34, thence run North 01 degree 02 minutes 39 seconds West, along the monumented West line of Section 34 and the East boundary line of the Suwannee River Water Management District lands (as per Southeastern Surveying boundary survey dated April 10, 2009), a distance of 3564.87 feet to a 4 inch concrete monument (LB#2108 cap) on the south right-of-way line (limited access) of Interstate No. 10 (State Road No. 8), thence run South 89 degrees 08 minutes 34 seconds East, along south right-of-way line, 5327.73 feet to a 2 inch iron pipe on the East line of Section 34, thence run South 00 degrees 31 minutes 51 seconds East, along the East line of Section 34, a distance of 673.99 feet to a 1 inch iron pipe marking the Southeast corner of the South Half of the Northeast Quarter of Section 34, thence run South 89 degrees 46 minutes 46 seconds West 2642.92 feet to the Point of Beginning.

LESS AND EXCEPT sovereign lands.

SUBJECT TO County Maintained SW Seven Bridges Road.

ALSO SUBJECT TO that certain easement described in Deed Book 24, Page 354. Public Records of Madison County, Florida.

SCHEDULE C

PERMITTED EXCEPTIONS

1. Ad valorem taxes and assessments for the year of closing.
2. Local zoning and land use regulations.
3. Existing public road rights of way.
4. Mineral rights currently owned by the State of Florida or United States of America.
5. The usual exceptions generally printed by the American Land Title Association (ALTA) owner's policy on the currently used form.
6. Easement to the State of Florida for the purpose of constructing, using, and maintaining a public boat launching ramp and to provide access thereto for the general public recorded in Deed Book 24, Page 354, Public Records of Madison County, Florida.
7. Overhead electric lines.
8. The Lease referenced in paragraph 23.
9. Matters shown on survey.

SCHEDULE D

Residential Lease

This Residential Lease ("Agreement") is made this ___ day of December, 2021, between Scott Adams and Ngoc Adams, whose address is 9501 South Istachatta Road, Floral City, Florida 34436 ("Landlord"), and Adams Rocky Creek Ranch, LLC, a Florida limited liability company, whose address is 9501 South Istachatta Road, Floral City, Florida 34436 ("Tenant"), concerning the lease of the property described on attached Exhibit "A" ("Property") hereby incorporated into this Agreement by reference.

1. TERM OF AGREEMENT: The term of this Agreement shall be from noon on December ____, 2021, to noon on December ____, 2022 ("Term").

2. USE OF THE PROPERTY: The Property is to be used and occupied by the Tenant for only single family, residential, non-business, private housing purposes only. Tenant shall maintain the Property in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of surrounding premises.

3. OCCUPANTS: Only the following individuals shall occupy the Property unless written consent of the Landlord is obtained: Scott Adams, Ngoc Adams, Chelsea Adams, Colby Adams, and Zach Wheeler. A reasonable number of guests or employees may occupy the Property dwelling without prior written consent if their stay is limited to one week. Notwithstanding anything else herein to the contrary, the Tenant shall not charge any fee to any person (including, without limitation, those persons described in this paragraph) to come onto or remain on the Property. Further, the Tenant shall not enter into any lease agreement or contract (oral or written) with any person (including, without limitation, those persons described in this paragraph) granting such person a legally enforceable right to come onto or remain on the Property.

4. RENT: The Tenant has paid to the Landlord all rent due under this Agreement through the end of the Term and Tenant owes no additional rent during the Term. No security deposit has been posted.

5. PETS: Tenant shall not keep any animal or pet in or around the Property without the prior written approval of Landlord.

6. ASSIGNMENTS/SUBLETTING: Tenant shall not assign its rights or obligations under this Agreement, transfer any interest, advertise, or solicit any third parties to advertise any rental or use of the Property, rent to another, or sublet the Property or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the Agreement. However, the Landlord may assign its rights and/or its obligations under this Agreement to the Suwannee River Water Management District ("District") at any time.

7. FIXTURES AND ALTERATIONS: Tenant must obtain prior written consent from Landlord before painting, installing fixtures, making alterations, additions, or improvements and, if permission is granted, same shall become property of the Landlord and shall remain on the Property at the termination of the tenancy.

8. PROHIBITED USES: Except as may be expressly permitted in this Agreement, Tenant shall not engage in nor allow anyone else to engage in the following activities on any portion of the Property: (a) construction, placement, alteration, renovation, destruction or removal of structures on the Property, (b) excavating, filling or disturbing the surface of the Property in any way, (c) altering the flow of surface water or groundwater on the Property, (d) mining, drilling, exploring for, developing or producing minerals, regardless of whether the surface is disturbed, (e) the dumping, placing or disposal of trash refuse or waste material, (f) industrial activity, (g) commercial activity, including without limitation by enumeration, commercial agriculture, silviculture, day care or child sitting services (h) hunting, discharging of firearms, or swimming, (i) grazing, feeding or the keeping of pets, livestock or other animals (commercially or otherwise), (j) planting, cutting, removal or destruction of timber or natural vegetation, (k) using pesticides or biocides, including, without limitation, insecticides, fungicides, rodenticides and herbicides, (l) the introduction of exotic plant or animal species, (m) the transportation, use, storage, disposal, treatment or generation of any "hazardous waste" or "hazardous substances" as defined in 40 C.F.R. Part 261 and in 40 C.F.R. Part 300, (n) any activity which may not be lawfully engaged in without a regulatory permit from a federal, state or local governmental agency (regardless of whether such permit has been issued), and, (o) any activity which does not comply with all applicable federal, state and/or local laws, rules and ordinances.

9. RISK OF LOSS: All personal property of Tenant shall be at the risk of Tenant, and Landlord shall not be liable for any damage to said personal property of the Tenant arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. Landlord shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure.

10. TERMINATION: During the Term, this Agreement may only be terminated by either party for cause. "For cause" shall mean a material breach of any term or terms of this Agreement which is not cured by the breaching party after having been given 30 days written notice of such breach and opportunity to cure.

11. UTILITIES: Landlord is not responsible for providing any utility service (including, without imitation by enumeration, electricity, water, wastewater, gas, phone, cable or satellite television, internet, trash collection) nor makes any representations as to the availability of any particular utility service. The Tenant agrees to pay all charges and deposits for all utility services Tenant will use on the Property. Tenant agrees to have all accounts for all utility services placed in Tenant's name with accounts kept current throughout occupancy. Tenant shall not place or consent to the placement or construction of any new pipes, tanks, poles, lines, antennas, towers, or other utility equipment on the Property without the prior written consent of the Landlord.

12. VEHICLES: No motor vehicles or vessels will be allowed to come onto the Property except motor vehicles and vessels which are currently licensed, registered, and operational. Motor vehicles or vessels which come onto the Property and then become unlicensed, unregistered and/or non-operational must be removed from the Property within 5 business days thereafter. No more than one motor vehicle (not including all-terrain vehicles), plus one motor vehicle for each of the persons described in paragraph 3, and 2 vessels shall be allowed on the Property at any one time.

13. MAINTENANCE/INSPECTION: Tenant agrees that they have fully inspected the Property and accepts the condition of the Property in 'as is' condition with no warranties or promises express or implied. Tenant shall maintain the Property in good, clean, and tenantable condition

throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances, and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event Tenant or Tenant's guests or invitees cause any damage to the Property, Tenant shall pay for the expenses of same on demand or Landlord may require Tenant repair same. Tenant shall also be fully responsible for, and agrees to maintain and repair at Tenant's expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, LIGHT BULBS, SMOKE ALARMS, SMOKE ALARM BATTERIES, LAWN/SHRUBS AROUND THE DWELLING and SCREENS. In the event a major repair to the Property must be made which will necessitate the Tenant's vacating the Property, Landlord may at its option terminate this Agreement and Tenant agrees to vacate the Property holding Landlord harmless for any damages suffered, if any. Tenant shall notify Landlord immediately of any maintenance need or repair in writing. Unauthorized repairs or other work or services conducted by or through Tenant on the Property will constitute a default under this Agreement and Tenant will not be compensated by Landlord for any unauthorized repairs or other work or services conducted on the Property by or through Tenant. Tenant agrees that they shall immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the Property, Landlord has the option to remove the garbage disposal if it fails and re-plumb accordingly. Tenant is responsible for replacing dead light bulbs. In the event the refrigerator has a water filter, Tenant shall be responsible for purchasing and changing the water filter, as needed. In the event the Tenant is responsible for paying for LP/Propane gas, Tenant shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from Tenant and/or guests flushing anything into the toilet other than human waste and toilet paper, Tenant shall be responsible for any costs or charges incurred. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, "flushable" wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels.

14. VACATING: At the expiration of this Agreement, Tenant shall peaceably surrender the Property and turn in all keys and any other property owned by Landlord, leaving the Property in good, clean condition, and in as good a condition as the Property was in at the beginning of the Term, ordinary wear and tear and changes made by the Landlord excepted. Tenant agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Landlord prior to the end of the Term. The large game cooler is personal property of the Tenant that will be removed by the Tenant prior to the expiration of this Agreement.

15. RIGHT OF ENTRY: Landlord, upon reasonable notice by telephone, hand-delivery, or posting to Tenant, has the right of entry to the Property for repairs, appraisals, inspections, or any other reason. Landlord has immediate right of entry in cases of emergency, or to protect or preserve the Property. Tenant shall not alter or add locks without prior written consent. If consent is given, Tenant must provide Landlord with a key to all locks.

16. LANDLORD'S PROJECTS RELATED TO NATURAL SYSTEMS: During the Term, Landlord may engage in certain projects related to the springs, ponds, wetlands and other water and natural resources located on and/or near the Property. These projects may include, without limitation by enumeration, springs restoration projects, wetland restoration projects, projects to restore the natural flow of water, projects to allow greater public recreation, projects to restore the natural systems, projects to investigate and determine the feasibility of projects and similar projects. In furtherance of these projects, the Landlord (through Landlord's employees, agents and contractors) may come onto the Property from time to time and remain on the Property for extended periods of time with manpower and equipment and may engage in activities

necessary or convenient for such projects including, without limitation by enumeration, brush clearing, draining and cleaning out ponds and spring vents, earthmoving, filling, construction, sampling, testing and similar activities, provided that such activities shall not structurally affect the house, well, other buildings or driveway located on the Property and that no less than 10 days' notice shall be given therefor. Such notice may be in the form of a schedule giving approximate times and dates.

17. EXOTIC AND INVASIVE PLANTS: Exotic and invasive plants that are deemed by Landlord to be detrimental to the ecological integrity of the Property will be treated by the Landlord with assistance from the Tenant. Tenant will assist Landlord's invasive exotic plant control efforts by advising Landlord of invasive exotic plant locations.

18. FENCES: Tenant shall maintain all exterior fences on the Property belonging to the Tenant in existing condition and furnish all posts, materials, and labor during the Term at the sole and exclusive expense of the Tenant. However, if the Landlord fences any area, the Tenant shall not be responsible for maintaining fences erected by the Landlord. Tenant shall not relocate any exterior fence without the prior written consent of Landlord and any such relocation shall be at the sole and exclusive cost of the Tenant. Tenant shall relinquish all fences, including posts and gates on the Property, to Landlord upon termination of the Agreement.

19. INSURANCE: Tenant shall, throughout the term of this Agreement, at its own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage) in an amount not less than \$500,000.00 insuring against liability for injury to persons or property occurring in or about the Property or arising out of Tenant's possession, use, occupancy, or maintenance thereof. Tenant shall, at the commencement of this Agreement, prepay the annual premium for casualty insurance for the minimum of the replacement costs of the dwelling for the duration of the Agreement, and shall name the Landlord, its successors and assigns, as an insured on the policy. Tenant shall provide Landlord with a certificate of insurance certifying Landlord's coverage under the policy upon commencement of this Agreement

20. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION: If for any reason the Property is condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged beyond habitation through fire, water, smoke, wind, flood, act of God, nature or accident, this Agreement shall terminate and Tenant agrees to and shall vacate the Property. In such case, Tenant hereby waives all claims against Landlord for any damages suffered by such condemnation, damage, destruction, or lease termination. Tenant agrees that in the event there are hurricane or storm shutters on the Property, Tenant will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the Landlord. If Tenant is unable to perform this task for any reason, Tenant agrees to notify Landlord as soon as any storm watch or warning is placed into effect; Landlord has the right, but not the obligation, to install shutters or take other protective actions.

21. MOLD: Landlord reserves the right to terminate this Agreement and Tenant agrees to vacate the Property in the event a licensed mold inspector determines there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenant or other persons, or if it is determined by an HVAC professional or air quality specialist that Tenant is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. Landlord shall have the right to terminate this Agreement by giving the Tenant no less than 7 days' written notice and hold Tenant responsible for any damages caused by

mold or mildew.

22. WAIVERS: The rights of the Landlord under this Agreement shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this Agreement or by law.

23. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS: The Tenant shall defend, indemnify and hold harmless the Landlord and its officers, employees, agents, attorneys, contractors and assigns, in both their official and individual capacities (collectively, "Indemnified Parties") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of or relate to this Agreement and/or the Property, including any loss or damage to property or the personal injury or death of any person, except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them. This provision shall survive the expiration or termination of this Agreement. The indemnity and other obligations, set out in this paragraph shall not be limited by the insurance requirements set out herein.

24. REIMBURSEMENT FOR DAMAGES TO PROPERTY: Tenant agrees to promptly reimburse Landlord upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Tenant, or Tenant's agents, family, or guests.

25. INTEGRATION: This Agreement and exhibits and attachments, if any, set forth the entire agreement between Landlord and Tenant concerning the Property, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than those herein set forth. If any provision in this Agreement is illegal, invalid, or unenforceable, that provision shall be void but all other terms and conditions of the Agreement shall be in effect.

26. AMENDMENT, REVOCATION OR ABANDONMENT OF THIS AGREEMENT: No portion of this Agreement may be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this Agreement.

27. AMERICANS WITH DISABILITIES ACT: Landlord does not make any representations concerning whether the Property is in compliance with the requirements of the Americans with Disabilities Act of 1990, its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances relating to removal of barriers to the disabled (the "ADA"). If the Landlord's consent would be required for alterations required to bring the Property into compliance with the ADA for any of Tenant's occupants under this Lease, then Tenant shall, at Tenant's sole expense, assure the Property is ADA compliant and such consent of Landlord shall not be unreasonably withheld.

28. LIMITATION ON REMEDY: Notwithstanding anything else herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this Agreement. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be construed to mean that absent this provision any such remedies would be available. This provision shall survive the expiration or termination of this

Agreement.

29. TERMS 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.

30. AGREEMENT NOT TO BE RECORDED: Neither this Agreement nor any notice of this Agreement shall be recorded in the public records of any county.

31. NO THIRD PARTY BENEFICIARIES: This Agreement is between the Landlord and the Tenant and shall not be interpreted to be for the benefit of any party or entity (including, without limitation, the individual members or managers of the Tenant) not signing this Agreement.

32. NO AGENCY CREATED: Neither the Tenant nor its officers, employees, agents or contractors shall be an agent of the Landlord nor have any authority with respect to any matter or in any manner to obligate or commit the Landlord by contract or otherwise.

33. VENUE AND JURISDICTION OF LITIGATION: The exclusive venue and jurisdiction for any legal proceedings arising out of or relating to this Agreement and/or the Property shall be the Circuit Court or the County Court in and for Madison 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 Northern District of Florida, Tallahassee Division.

34. 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 the Property. The parties agree to have any such actions decided by a judge alone, without a jury.

35. ATTORNEY'S FEES: The prevailing party in any in any legal proceeding arising out of or relating to this Agreement or the Property shall be entitled to recover its reasonable attorney's fees and court costs.

36. TAXES AND ASSESSMENTS: The Tenant shall pay all ad valorem taxes and assessments, sales taxes and other taxes, if any, which would not otherwise be owed in the absence of this Agreement and/or the leasehold interest created thereby.

37. NOTICE: Where notice is required under this Agreement notice shall be given as follows:

If to Landlord: Mr. Scott Adams
 9501 South Istachatta Road
 Floral City, Florida 34436
 Email: scottadams@embarqmail.com

If to Tenant: Adams Rocky Creek Ranch, LLC
 c/o Mr. Scott Adams
 9501 South Istachatta Road
 Floral City, Florida 34436
 Email: scottadams@embarqmail.com

With a copy to:
Keith Fountain, Esquire

Keith Fountain Law, PPLC
PO Box 845
DeLand, Florida 32721
Email: keith@keithfountainlaw.com

If to District: Suwannee River Water Management District
c/o Tim Alexander, Deputy Executive Director
9225 CR 49
Live Oak, Florida 32060
Email: Tim.Alexander@srwmd.org

Notices under this Agreement must be in writing and will be deemed to have been duly given if delivered by hand; sent by registered or certified mail, return receipt requested, postage and fees prepaid; nationally recognized overnight courier; sent by confirmed facsimile during normal business hours; or sent by confirmed email, and addressed to the parties' notice addresses set forth above or to such other address as may be specified by a party in accordance with the provisions of this paragraph. All notices will be deemed given on the day delivered, if (a) personally delivered, facsimiled (with confirmation of transmission) or emailed (with confirmation of delivery) to the party receiving such notice; (b) on the business day after the day deposited, if delivered by nationally recognized overnight courier; or (c) on the third business day following deposit in the U.S. mail. At the discretion of the person giving the notice, notice may be given in the same manner and proved in the same way as service of process is made under Ch. 48 and Ch. 49, Florida Statutes.

38. RADON GAS: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

39. ABANDONED PROPERTY: BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PROPERTY DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

40. MISCELLANEOUS: This Agreement is made in the State of Florida and shall be governed by Florida law, regardless of its conflict of laws rules. 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. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid.

Witnesses:

(Print)_____

(Print)_____

Witnesses:

(Print)_____

(Print)_____

LANDLORD:

SCOTT ADAMS.

NGOC ADAMS

TENANT:

ADAMS ROCKY CREEK RANCH,
LLC

By: _____
Scott Allen Adams, Manager

EXHIBIT A
(Lease Agreement)



SCHEDULE E

LANDS SUBJECT TO REPRESENTATION AGAINST CERTAIN PERMITTING
ACTIVITIES

Sections 26, 27, 34, and 35, Township 1 North, Range 6 East, Madison County, Florida.

And

Those portions of Sections 28 and 33, Township 1 North, Range 6 East, lying in
Madison County, Florida.

And

Sections 2 and 3, Township 1 South, Range 6 East, Madison County, Florida.

And

That portion of Section 4, Township 1 South, Range 6 East, lying in Madison County,
Florida.

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SCOTT ADAMS and NGOC ADAMS, husband and wife, whose main business address is 9501 S. Istachatta Road, Floral City, Florida, 34436 (collectively the "ADAMS"), have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose main business address is 9225 CR 49 Live Oak, Florida 32060 (the "DISTRICT"), its successors and assigns, all of the ADAMS' rights and duties under that certain RESIDENTIAL LEASE (the "LEASE") dated December _____, 2021, between the ADAMS as lessor and ADAMS ROCKY CREEK RANCH, LLC, a Florida limited liability company, whose main business address is 9501 South Istachatta Road, Floral City, Florida 34436 (the "COMPANY"), as lessee. This assignment is given as part of the transaction in which the DISTRICT is purchasing the real property which contains the subject of the LEASE from the ADAMS.

The ADAMS hereby represent and warrant that (1) the LEASE is in full force and effect and unmodified; (2) the ADAMS' interest in the LEASE is free and clear of any liens, encumbrances or adverse interests of third parties; (3) the ADAMS possesses the requisite legal authority to assign their interest in the LEASE as provided herein; (4) there are no sums due and owing by the ADAMS under the LEASE as of the effective date hereof; and, (5) there exists no condition of default under the LEASE.

The ADAMS shall indemnify, defend and hold harmless the DISTRICT from any and all claims, demands and debts due under the LEASE prior to the effective date hereof. The ADAMS hereby, absolutely, unconditionally, jointly and severally, guaranty to the DISTRICT the full and prompt performance and satisfaction when due of all of the obligations and duties of the COMPANY under the LEASE.

IN WITNESS WHEREOF, the ADAMS have hereunto set their hand and seal as follows:

Scott Adams

Date

Ngoc Adams

Date

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Pam Shaw, Chief, Office of Finance

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: December 3, 2021

RE: October 2021 Financial Report

RECOMMENDATION

Approve the October 2021 Financial Report and confirm the expenditures of the District.

BACKGROUND

Section 373.553(1), Florida Statutes (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, F.S., the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report as attached.

PS/tm
Attachments

**Suwannee River Water Management District
Cash Report
October 2021**

Financial Institution/Account	Monthly Interest	Interest Rate %	Closing Balance
First Federal Permit Fee	\$0.00		\$21,851.08
First Federal Accounts Payable	\$0.00		\$35,000.00
First Federal EFT Disbursements	\$0.00		\$0.00
First Federal Depository	\$51.15	0.01%	\$922,547.43
Special Purpose Investment Account (SPIA)*	<u>\$36,561.49</u>	1.02%	<u>\$41,333,989.41</u>
TOTAL	<u><u>\$36,612.64</u></u>		<u><u>\$42,313,387.92</u></u>

*SPIA is part of the Treasury Investment Pool administered by Florida Department of Financial Services.

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending October 31, 2021
(Unaudited)**

	Current Budget	Actuals Through 10/31/2021	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 6,233,836	\$ 7,512	\$ (6,226,324)	0.1%
Intergovernmental Revenues	\$ 40,025,263	\$ 16,480	\$ (40,008,783)	0.0%
Interest on Invested Funds	\$ 130,000	\$ 36,423	\$ (93,577)	28.0%
License and Permit Fees	\$ 163,000	\$ 23,589	\$ (139,411)	14.5%
Other	\$ 1,000,000	\$ 532	\$ (999,468)	0.1%
Fund Balance ¹	\$ 12,090,274	\$ 2,055	\$ (12,088,219)	0.0%
Total Sources	\$ 59,642,373	\$ 86,591	\$ (59,555,782)	0.1%

	Current Budget	Expenditures	Encumbrances ²	Available Budget	%Expended	%Obligated ³
Uses						
Water Resources Planning and Monitoring	\$ 12,132,696	\$ 227,116	\$ 5,565,265	\$ 6,340,315	2%	48%
Acquisition, Restoration and Public Works	\$ 37,432,257	\$ 82,369	\$ 21,284,795	\$ 16,065,093	0%	57%
Operation and Maintenance of Lands and Works	\$ 6,260,432	\$ 192,621	\$ 1,942,964	\$ 4,124,846	3%	34%
Regulation	\$ 1,902,609	\$ 90,266	\$ 61,455	\$ 1,750,889	5%	8%
Outreach	\$ 195,233	\$ 14,934	\$ -	\$ 180,299	8%	8%
Management and Administration	\$ 1,719,146	\$ 111,384	\$ 104,139	\$ 1,503,623	6%	13%
Total Uses	\$ 59,642,373	\$ 718,691	\$ 28,958,618	\$ 29,965,064	1%	50%

¹ Actual Fund Balance used is recorded at the end of the fiscal year. This amount represents Fund Balance used for the Agricultural and RIVER Cost-Share, Regional Water Resource Development, and Project Effectiveness Metrics Programs.

² Encumbrances represent unexpended balances of open purchase orders and contracts.

³ Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This financial statement is prepared as of October 31, 2021 and covers the interim period since the most recent audited financial statements.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
FOR 10/31/2021

	Y-T-D ACTUAL	ENCUMBRANCE	ANNUAL BUDGET
<u>Report Recap -</u>			
REVENUES			
DISTRICT REVENUES	68,056	0	7,526,836
LOCAL REVENUES	16,480	0	86,480
STATE REVENUES	0	0	35,980,783
FEDERAL REVENUES	0	0	3,958,000
FUND BALANCE UTILIZATION	2,055	0	12,090,274
TOTAL REVENUES	86,591	0	59,642,373
EXPENDITURES			
SALARIES AND BENEFITS	476,504	0	6,923,044
CONTRACTUAL SERVICES	62,416	15,139,600	20,845,400
OPERATING EXPENDITURES	147,003	229,008	1,903,500
OPERATING CAPITAL OUTLAY	0	47,022	313,044
FIXED CAPITAL OUTLAY	0	0	5,251,000
INTERAGENCY EXPENDITURES	32,768	13,542,987	24,406,385
TOTAL EXPENDITURES	718,691	28,958,617	59,642,373
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(632,100)	(28,958,617)	0
<u>General Fund -</u>			
REVENUES			
DISTRICT REVENUES	57,213	0	5,300,069
LOCAL REVENUES	16,480	0	86,480
STATE REVENUES	0	0	2,740,000
FEDERAL REVENUES	0	0	0
FUND BALANCE UTILIZATION	0	0	1,789,672
TOTAL REVENUES	73,693	0	9,916,221
EXPENDITURES			
SALARIES AND BENEFITS	356,713	0	5,297,558
CONTRACTUAL SERVICES	6,788	507,651	2,228,502
OPERATING EXPENDITURES	25,566	62,821	1,057,573
OPERATING CAPITAL OUTLAY	0	0	200,608
FIXED CAPITAL OUTLAY	0	0	0
INTERAGENCY EXPENDITURES	32,768	216,025	1,131,980
TOTAL EXPENDITURES	421,835	786,497	9,916,221
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(348,142)	(786,497)	0
<u>Land Management Operations -</u>			
REVENUES			
DISTRICT REVENUES	532	0	2,151,767
LOCAL REVENUES	0	0	0
STATE REVENUES	0	0	2,290,119
FEDERAL REVENUES	0	0	40,000
FUND BALANCE UTILIZATION	0	0	2,323,546
TOTAL REVENUES	532	0	6,805,432
EXPENDITURES			
SALARIES AND BENEFITS	59,190	0	827,736
CONTRACTUAL SERVICES	11,668	1,642,572	3,129,898
OPERATING EXPENDITURES	121,763	161,267	773,927
OPERATING CAPITAL OUTLAY	0	47,022	112,436
FIXED CAPITAL OUTLAY	0	0	1,251,000
INTERAGENCY EXPENDITURES	0	92,266	710,435
TOTAL EXPENDITURES	192,621	1,943,127	6,805,432
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(192,089)	(1,943,127)	0

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
FOR 10/31/2021

	Y-T-D ACTUAL	ENCUMBRANCE	ANNUAL BUDGET
<u>District Special Revenue -</u>			
REVENUES			
DISTRICT REVENUES	0	0	0
LOCAL REVENUES	0	0	0
STATE REVENUES	0	0	0
FEDERAL REVENUES	0	0	0
FUND BALANCE UTILIZATION	2,055	0	5,653,970
TOTAL REVENUES	2,055	0	5,653,970
EXPENDITURES			
SALARIES AND BENEFITS	0	0	0
CONTRACTUAL SERVICES	2,055	2,071,808	2,050,000
OPERATING EXPENDITURES	0	55	30,000
OPERATING CAPITAL OUTLAY	0	0	0
FIXED CAPITAL OUTLAY	0	0	0
INTERAGENCY EXPENDITURES	0	1,560,356	3,573,970
TOTAL EXPENDITURES	2,055	3,632,219	5,653,970
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0	(3,632,219)	0
<u>State Special Revenue -</u>			
REVENUES			
DISTRICT REVENUES	10,310	0	0
LOCAL REVENUES	0	0	0
STATE REVENUES	0	0	30,950,664
FEDERAL REVENUES	0	0	0
FUND BALANCE UTILIZATION	0	0	2,323,086
TOTAL REVENUES	10,310	0	33,273,750
EXPENDITURES			
SALARIES AND BENEFITS	59,843	0	781,750
CONTRACTUAL SERVICES	10,006	6,415,962	9,484,000
OPERATING EXPENDITURES	(326)	4,865	36,000
OPERATING CAPITAL OUTLAY	0	0	0
FIXED CAPITAL OUTLAY	0	0	4,000,000
INTERAGENCY EXPENDITURES	0	11,674,341	18,972,000
TOTAL EXPENDITURES	69,523	18,095,168	33,273,750
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(59,213) *	(18,095,168)	0
<i>*To be reimbursed by State Appropriations</i>			
<u>Federal Special Revenue -</u>			
REVENUES			
DISTRICT REVENUES	0	0	75,000
LOCAL REVENUES	0	0	0
STATE REVENUES	0	0	0
FEDERAL REVENUES	0	0	3,918,000
FUND BALANCE UTILIZATION	0	0	0
TOTAL REVENUES	0	0	3,993,000
EXPENDITURES			
SALARIES AND BENEFITS	757	0	16,000
CONTRACTUAL SERVICES	31,900	4,501,608	3,953,000
OPERATING EXPENDITURES	0	0	6,000
OPERATING CAPITAL OUTLAY	0	0	0
FIXED CAPITAL OUTLAY	0	0	0
INTERAGENCY EXPENDITURES	0	0	18,000
TOTAL EXPENDITURES	32,657	4,501,608	3,993,000
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(32,657) *	(4,501,608)	0
<i>*To be reimbursed by Federal Grants</i>			

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Christina Green, Budget Manager, Office of Finance

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: November 22, 2021

RE: Fiscal Year 2022-2023 Preliminary Budget Submission

RECOMMENDATION

Approve the Preliminary Budget for Fiscal Year 2022-2023 (FY 2023) of \$61,022,203 and authorize the Executive Director to make recommended adjustments, as necessary, to submit the standard format preliminary budget by January 15, 2022, in accordance with Section 373.535, Florida Statutes.

BACKGROUND

Section 373.535, Florida Statutes, requires the water management districts to submit a standard format preliminary budget for the next fiscal year for legislative review by January 15 of each year. The preliminary budget must be submitted to the President of the Senate, the Speaker of the House of Representatives, and the chair of committees and subcommittees with substantive or fiscal jurisdiction over the water management districts.

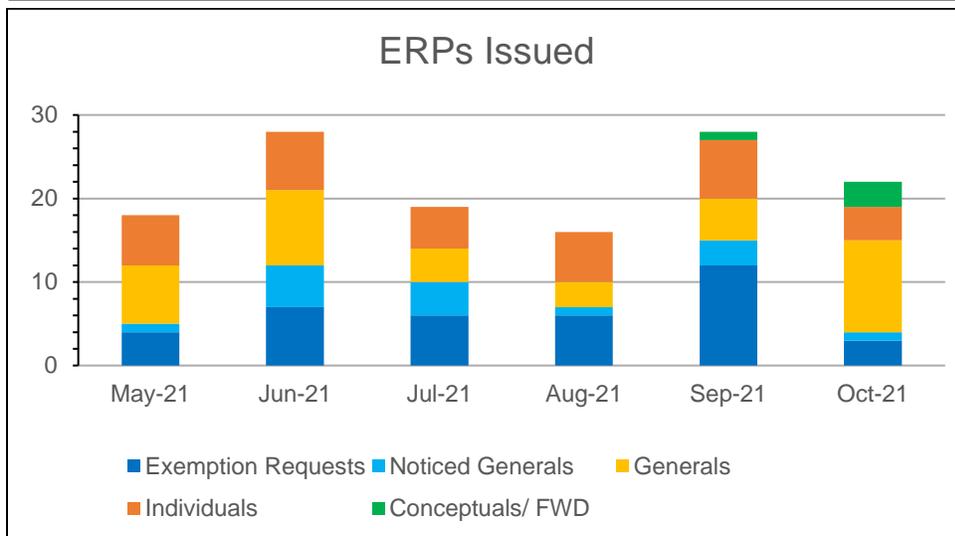
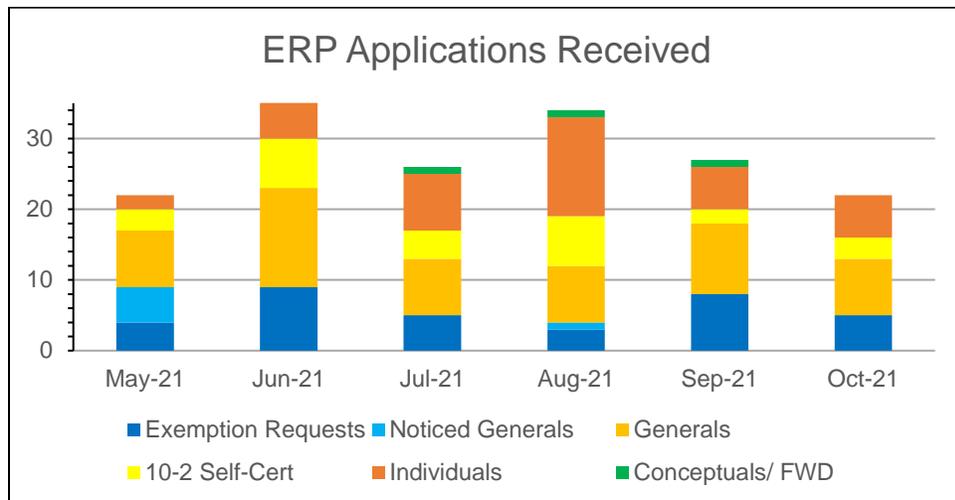
The preliminary budget submitted for review is balanced by fund, properly utilizes restricted funds, and provides for expenditures as designated and as defined by the Governmental Accounting Standards Board Statement No. 54.

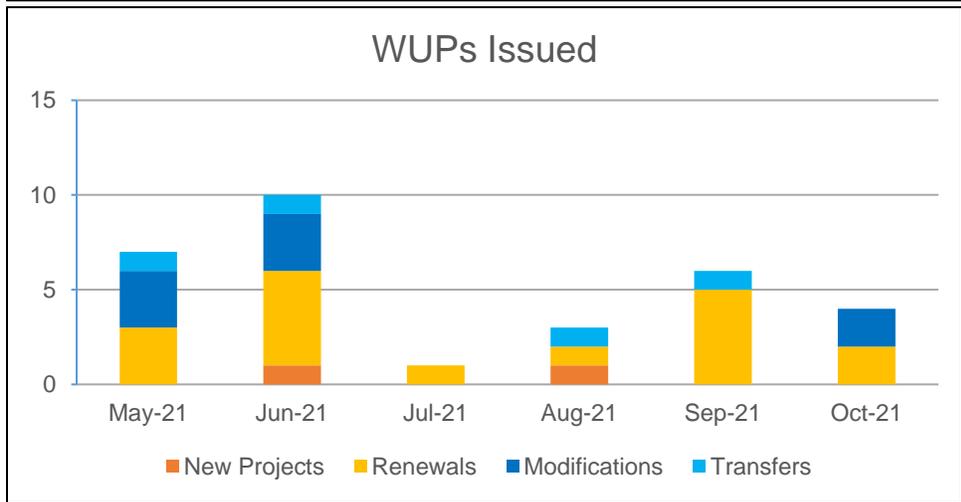
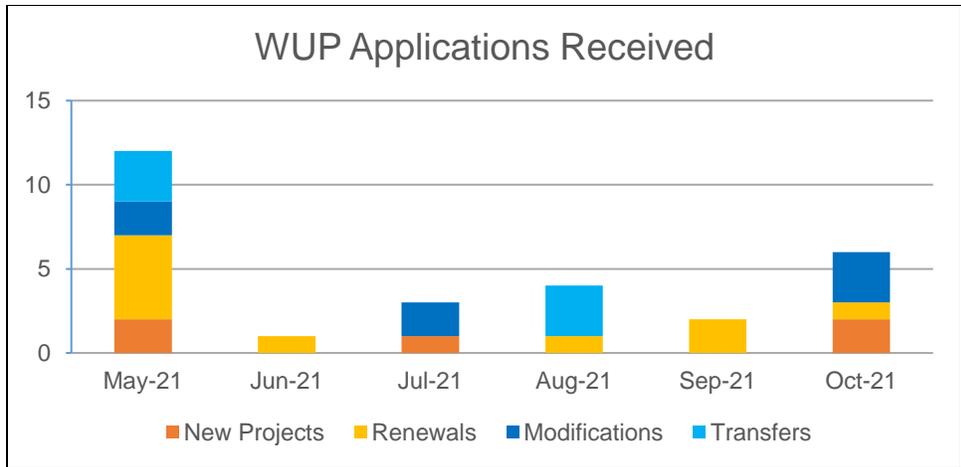
CG/tm

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

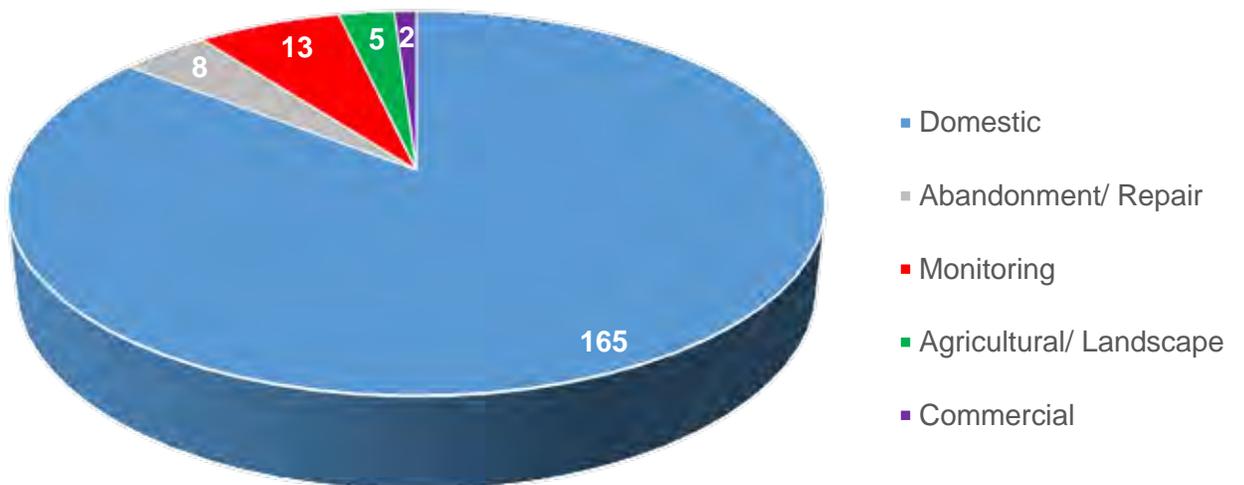
MEMORANDUM

TO: Governing Board
FROM: Warren Zwanka, Director, Division of Resource Management
THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services
DATE: December 3, 2021
RE: Permitting Summary Report





Water Well Permits Issued October 2021



40B-1.1010 Pt. of Entry into Proceedings

GB Authorized Rulemaking	6/8/2021
Notice of Rule Development	7/20/2021
Public Workshop	N/A
Notice of Proposed Rule	
Notice of Rule Change	
File with DOS	
Repealed	

40B-1.704 Bond

GB Authorized Rulemaking	6/8/2021
Notice of Rule Development	7/20/2021
Public Workshop	N/A
Notice of Proposed Rule	9/15/2021
Notice of Rule Change	N/A
File with DOS	10/13/2021
Effective Date	11/2/2021

40B-1.709 Permit Suspension, Revoc., Mod.

GB Authorized Rulemaking	6/8/2021
Notice of Rule Development	7/20/2021
Public Workshop	N/A
Notice of Proposed Rule	9/15/2021
Notice of Rule Change	N/A
File with DOS	10/13/2021
Effective Date	11/2/2021

Compliance Agreements:

None to report

40B-1.703 Permit App. Procedures

GB Authorized Rulemaking	6/8/2021
Notice of Rule Development	7/20/2021
Public Workshop	N/A
Notice of Proposed Rule	9/15/2021
Notice of Rule Change	N/A
File with DOS	10/13/2021
Effective Date	11/2/2021

40B-1.706 Fees

GB Authorized Rulemaking	6/8/2021
Notice of Rule Development	7/20/2021
Public Workshop	N/A
Notice of Proposed Rule	9/15/2021
Notice of Rule Change	N/A
File with DOS	10/13/2021
Effective Date	11/2/2021

Chapter 40B-0, F.A.C.

GB Authorized Rulemaking	
Notice of Rule Development	
Public Workshop	
Notice of Proposed Rule	
Notice of Rule Change	
File with DOS	
Effective Date	

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, Director, Division of Resource Management

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: December 3, 2021

RE: Water Use Permit 2-023-239112-2, North Florida Mega Industrial Park Wellfield, Public Supply Use, Columbia County

RECOMMENDATION

Approve water use permit number 2-023-239112-2, with seventeen standard conditions and fourteen special limiting conditions to Columbia County.

BACKGROUND

This is a new public supply water use for a proposed mega-industrial park located approximately five miles east of Lake City on the south side US Hwy 90. Groundwater from two proposed 18-inch diameter wells will be used to supply the requested 2.16 mgd water demand of at least three industrial users within the 2,622-acre service area. Columbia County will bill customers using a water-conserving tiered rate structure and has provided a water conservation plan that includes, at a minimum, bi-annual water audits to identify water losses in each commercial/ industrial process. The county has also proposed to construct and operate a water reclamation facility to treat wastewater from onsite commercial/ industrial facilities for either reuse as a lower-quality water source or aquifer recharge through a proposed underground injection control (UIC) well.

To offset the effects of the proposed groundwater withdrawals on Lower Santa Fe River and Ichetucknee River Minimum Flow and Level gauges, the applicant has calculated the aquifer recharge benefit of two, 16-inch diameter drainage wells on Lake Harris drilled by the county in 2004 and 2014 (1.99 mgd). This estimated aquifer recharge will be substantiated with hydrologic data collected at Lake Harris post permit issuance, as set forth in Special Condition 27. The permittee's proposed onsite UIC well is scheduled for completion in 2023 and any additional impact offset from aquifer recharge, currently estimated to be 0.5 mgd, will be calculated upon transfer of the well to operational phase.

Both production wells will be monitored using totalizing flowmeters with daily water use reported monthly to the District. Staff modeled both Upper Floridan and surficial aquifer drawdowns and inspected wetlands adjacent to the wellfield, and do not anticipate interference with adjacent legal uses of water or harm to water resources of the area. Additionally, a baseline assessment and annual monitoring and reporting of wetland conditions are required in Special Conditions 30 and 31. Staff has determined the proposed withdrawals are in accordance with minimum flows and minimum water levels (MFLs) and MFL recovery strategies pursuant to Chapters 62-42, 40B-8, and Emergency Rule 40BER17-01, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

WZ/tm
Attachments

WATER USE TECHNICAL STAFF REPORT
10-Nov-2021
APPLICATION NO.: 2-023-239112-2

Owner: David Kraus
Columbia County B.O.C.C.
P.O. Box 1529
Lake City, FL 32056
(386) 758-1005

Applicant: David Kraus
Columbia County B.O.C.C.
P.O. Box 1529
Lake City, FL 32056
(386) 758-1005

Agent: Not Applicable

Compliance Contact: David Kraus
Columbia County B.O.C.C.
P.O. Box 1529
Lake City, FL 32056
(386) 758-1005

Project Name: North Florida Mega Industrial Park Wellfield
County: Columbia

WSPA: Yes
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 2.16 mgd of groundwater for public supply use.

Recommendation: Approval

Reviewers: David King; Warren Zwanka

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
2.1600	n/a	2.1600

Permit Expiration: 10-year permit duration

ACTION REQUESTED: New public supply water use permit

PROJECT DESCRIPTION:

The North Florida Mega Industrial Park Well Field is a proposed public utility located approximately five miles east of Lake City on US Hwy 90, operated by Columbia County. Groundwater from two proposed 18-inch diameter production wells (Station IDs 144729 and 144730) will be used to supply water to

commercial/industrial connections within the 2,622-acre service area. The applicant will also operate a water reclamation facility to receive and treat wastewater from the commercial/industrial facilities for reuse as a lower-quality water source or aquifer recharge through a proposed underground injection control (UIC) well.

Water use from both production wells will be reported to the District monthly.

WATER USE CALCULATIONS:

The applicant provided water budgets for three likely commercial/ industrial end users, with water demands consistent with efficient water use for each of their processes. In total, the industrial park purports having eight million square feet for industrial development and 100,000 square feet for commercial development.

PERMIT APPLICATION REVIEW:

Staff have determined this application meets the conditions for issuance set forth in section 373.223, Florida Statutes and rule 40B-2.301, Florida Administrative Code (F.A.C.). A summary of the staff review is provided below:

The applicant proposes to implement the following water conservation measures for each of the commercial/ industrial end users: performing bi-annual water audits to identify water losses and making appropriate repairs within one week; promoting employee conservation awareness with signage and education during employee orientation; recirculating and reusing process water, where possible, in washdown and flushing; using closed-loop cooling towers; applying a tiered rate structure to water use billing; and checking flowmeter accuracy every five years to reduce leaks, increase accuracy, and maintain water use awareness.

The wellfield is adjacent to a 194-acre wetland preservation area detailed in Environmental Resources Permit (ERP 023-212779-6). Proposed withdrawals were simulated using the NFSEG groundwater flow model and verified with onsite aquifer testing by the applicant. Upper Floridan aquifer drawdowns of up to nine feet are expected, however, aquifer confinement in the project area minimizes corresponding surficial aquifer system drawdowns to less than 0.6 feet. Additionally, the permittee will monitor wetland vegetation and daily water levels, and report them annually to the District, to ensure drawdowns do not contribute to loss of wetland functional value for the duration of the permit. The project site is in a remote area of eastern Columbia County and drawdowns are generally confined to the project site, therefore, interference with existing legal uses of water is not expected.

The proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42 and 40B-8, F.A.C.; and Emergency Rule 40BER17-01. Additionally, cumulative reductions in flow from proposed withdrawals were evaluated at the Outstanding Florida Springs (OFS) and no measurable reductions were recorded. No OFS listed in 40BER17-01 has an estimated cumulative flow decline of 9.9%. The applicant offsets potential impacts simulated at the Ichetucknee River US Hwy 27 and the Santa Fe River Ft White MFL gauges with two existing 16-inch diameter drainage wells at Lake Harris and one proposed drainage well at the project site. The Lake Harris drainage wells accelerate aquifer recharge and reduce the lake's susceptibility to evaporation (estimated at 1.99 mgd of supplemental aquifer recharge), and the proposed drainage well would provide direct aquifer recharge of treated water returned from the commercial/ industrial processes and neighboring corrections facility (estimated at 0.5 mgd of direct aquifer recharge). The permittee will monitor stage and rainfall at Lake Harris to confirm calculated recharge benefit, and report them annually to the District.

WITHDRAWAL POINT INFORMATION:

Site Name: North Florida Mega Industrial Park

Well Details						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
144729	NFMIP 2	18	1500	Upper Floridan Aquifer	Proposed	Public Supply
144730	NFMIP 1	18	1500	Upper Floridan Aquifer	Proposed	Public Supply

Monitoring Well Details						
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Source Name	Status
145214	Test Well FMW-1	6	250	357	Upper Floridan Aquifer	Active
145354	PZ-A	2	12	12	Surficial Aquifer	Proposed
146421	PZ-B	2	12	12	Surficial Aquifer	Proposed
146422	PZ-C	2	12	12	Surficial Aquifer	Proposed

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 rule 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 rule 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **12/15/2031**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to rule 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 **Public Supply**.
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 **(2-023-239112-2)**.
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 lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater at this project when technically, economically, and environmentally feasible.
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'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.
21. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to subsection 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 shall install totalizing flowmeters to monitor all groundwater withdrawals from the NFMIP 2 Well (Station ID 144729) and NFMIP 1 Well (Station ID 144730). The permittee shall maintain all totalizing flow meters. In case of failure or breakdown of any meter, the District shall be notified in writing within five days of its discovery. A defective meter shall be repaired or replaced within 30 days of its discovery.
23. The permittee shall have all flow meters checked for accuracy once every five years within 30 days of the anniversary date of the issuance of this permit. The meters must be recalibrated if the difference between the actual flow and the meter is greater than five percent
24. The permittee shall notify the District of any change in service area within 30 days of change in boundary.
25. The permittee is authorized to withdraw a maximum of 2.16 mgd of groundwater for public supply use. Daily allocations are calculated on an average annual basis.
26. The permittee shall submit reporting of daily groundwater withdrawals and returns in a District-approved electronic format on a monthly basis for the duration of the permit. Any changes to the water use reporting form must be approved, in writing, by District staff. Monthly reports of daily withdrawals and returns shall include volume of groundwater pumped by the NFMIP 2 Well (Station ID 144729) and NFMIP 1 Well (Station ID 144730), and volume of water returned to the NFMIP Reclamation Facility, and shall be submitted within 15 days of the following month..
27. The permittee shall commit to producing an average annual aquifer recharge benefit of 1.99 mgd of surface water that would otherwise evaporate from Lake Harris and 0.5 mgd of treated reclaimed water at the North Florida Mega Industrial Park (NFMIP) Reclamation Facility as offsets of potential impacts to the Lower Santa Fe and Ichetucknee Rivers minimum flows and minimum water levels (MFLs). As a part of this commitment, the permittee shall maintain the Lake Harris drainage wells (Station ID's -031626014 and -031635032) and drainage well conveyance systems in fully operational condition, and submit the following written reports in an electronic format to the District:

1. **Beginning January 31, 2023, and by January 31st of each year thereafter, the permittee shall submit a report summarizing the aquifer recharge benefit of Lake Harris drainage wells.** The report must compare lake stage response to local rainfall with the estimated response without drainage wells, and calculate the difference in evapo-transpiration as supplemental recharge.
2. **Beginning January 31, 2024, and by January 31st of each year thereafter, the permittee shall submit a report summarizing the aquifer recharge benefit the NFMIP Reclamation Facility Underground Injection Control (UIC) well.** This report must contain the daily injection flow values used to calculate the annual recharge, and may be combined with the above-listed lake report.

The District reserves the right to modify this permit if the measured aquifer recharge benefit from either the Lake Harris drainage wells or the NFMIP Reclamation Facility UIC well are determined to be less than the committed amounts.

28. The permittee shall install a hydrologic monitoring station at Lake Harris that measures, at a minimum, daily total rainfall and average lake stage. The monitoring station design and location shall be approved in writing by the District staff prior to installation. Daily lake stage measurements shall be recorded to an accuracy of +/- 0.02 foot and referenced to NAVD88 datum. **Collection of daily rainfall and stage data at Lake Harris shall commence no later than March 1, 2022.**
29. The permittee shall conduct hydrologic and photo monitoring as described in the Wetland Monitoring Plan dated April 20, 2021, along the following three (3) wetland transects:
 1. Location A - Southwest Boundary (N 30.1824, W 82.5185 degrees);
 2. Location B - West Boundary (N 30.1849, W 82.5192 degrees);
 3. Location C - East Boundary (N 30.1831, W 82.5132 degrees).

Each transect shall be a minimum of 150 feet in length, and located such that 50 feet of the adjacent upland is included, and oriented towards the wetland center and perpendicular to the wetland edge. If the adjacent upland consists of placed fill, then the transect may be limited to 120 feet in length, such that 20 feet of the adjacent upland is included. The following information must be recorded for each transect:

1. A permanent photo station must be monumented on the transect with annual photographs taken in September.
2. Soil surface elevations must be recorded to an accuracy of +/- 0.1 foot at 5-foot intervals and wherever there is a change in plant community.
3. Other environmental features such as the upland/wetland interface, current water level, cypress buttress inflection points (up to 3 individuals), lower extent of lichen lines or upper extent of moss collars, watermarks, and the lower edge of the saw palmetto (*Serenoa repens*) fringe must be surveyed, if present.
4. Plant communities must be described, including a listing of all vascular plant species, by plant community, present within 10 feet of one side of the transect line, their relative abundance, and the diameter at breast height (DBH) of any woody plants greater than 1 inch DBH.
5. A description of soil color, texture, and hydric soil indicators must be made in the top 24 inches of soil at 25 foot intervals along the transect described above for a total of 7 stations. If the soil survey depicts the soils as open water, then the soil description will occur out to a water depth of 3 feet, and depth to sediment surface, and depth of organic substrate will be recorded for the remaining intervals.

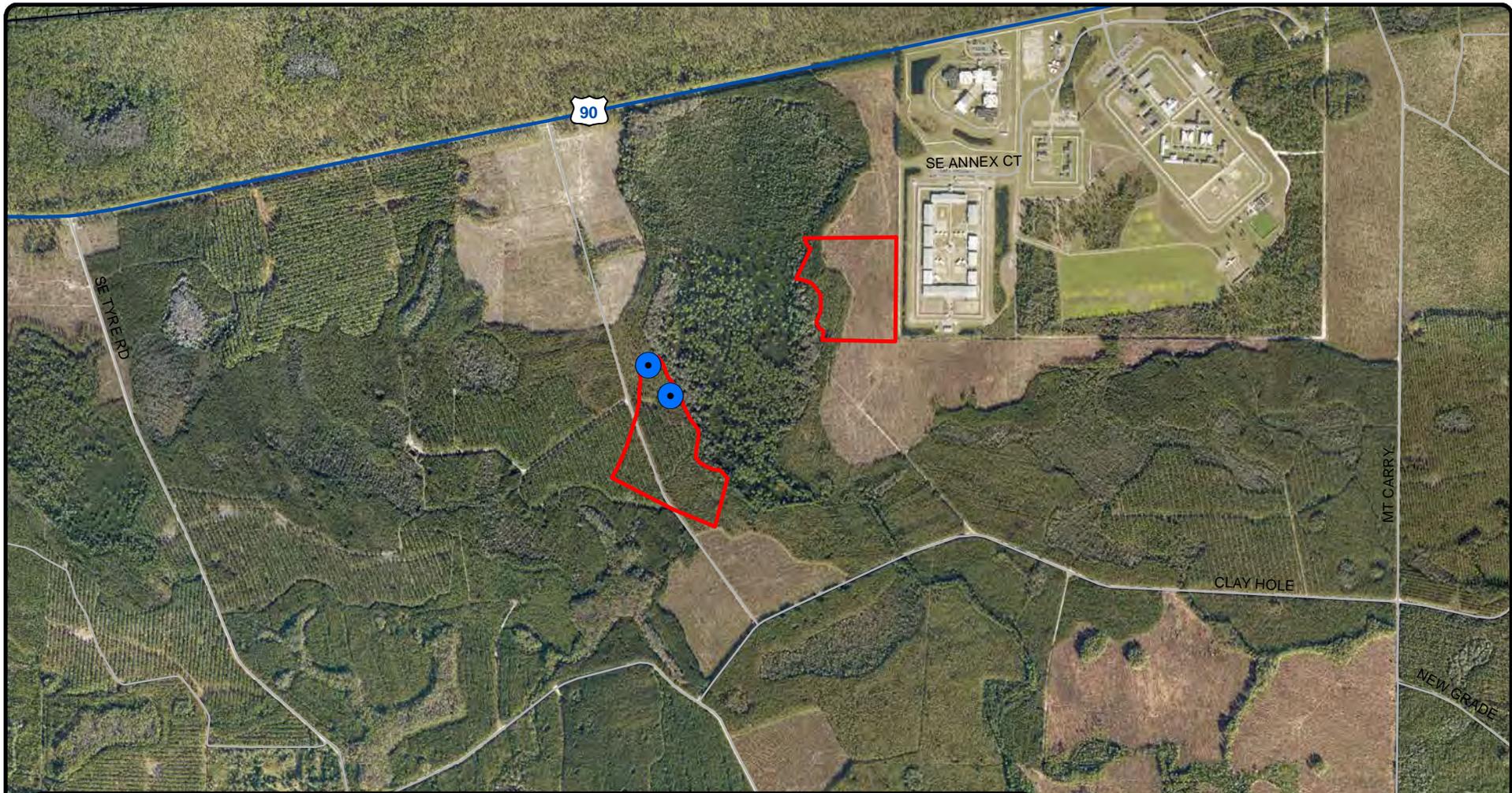
The permittee shall install shallow monitoring wells (piezometers) near the permanent photo station at each of the above-listed transect locations. The piezometer design and specific locations must be approved in writing by the District staff prior to installation. Daily average piezometer water levels shall be recorded to an accuracy of +/- 0.02 foot and referenced to NAVD88 datum. **Collection of hydrologic and photo data stipulated herein at each of the above-listed transect locations shall commence no later than January 31, 2022.**

30. **The permittee shall submit in an electronic format to the District a Baseline Monitoring Report for the three wetland monitoring locations on or before January 31, 2023.** The report must include the following information, collected January 31, 2022 through January 31, 2023, for each wetland transect:

1. A diagram of the elevations, plant communities, and hydric soils located along the transect.
2. A summary of the soils data collected.
3. A summary of the vegetation data collected.
4. A hydrograph of daily water levels for each piezometer.

31. **Beginning January 31, 2024, and by January 31st of each year thereafter, the permittee shall submit a report summarizing wetland monitoring.** The report must be in electronic format and include the following information:

1. The wetland transect data stipulated in condition 29 recorded in the last calendar year, comparison of the wetland transect data with previous calendar years, and summary of data trends.
2. Daily average piezometer water level data recorded in the last calendar year on separate hydrographs for each piezometer (using the identical scales for the X axis and Y axis on all hydrographs), daily average piezometer water level data recorded in previous calendar years added to the aforementioned hydrographs, all piezometer water level data collected to date in spreadsheet format, and a summary of data trends.
3. A compilation of the monthly reports of daily groundwater withdrawals submitted during the last calendar year and any previous years for the NFMIP 2 Well (Station ID 144729) and NFMIP 1 Well (Station ID 144730).



North Florida Mega Industrial Park Wellfield

2-023-239112-2

December 2021



- Proposed Withdrawal Points
- Project_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.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, Director, Division of Resource Management

THRU: Tim Alexander, Deputy Executive Director, Division of Business and Community Services

DATE: December 3, 2021

RE: Water Use Permit 2-121-220392-2, Anderson/ Goff Farm, Agricultural Use, Suwannee County

RECOMMENDATION

Approve Water Use Permit number 2-121-220392-2, with seventeen standard conditions and nine special limiting conditions, to Rose Marie Anderson in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use to receive a ten-year permit extension for voluntary implementation of automated monitoring of withdrawals. The modification includes a change in crop from rotational crops to sod, installation of an additional ten-inch diameter well, and an increase of 30 irrigated acres. The project consists of approximately 260 controlled and 150 irrigated acres located approximately ten miles south of Live Oak in Suwannee County. Groundwater will be used to irrigate sod through one existing and one proposed center pivot. Supplemental irrigation models were used to determine the 0.2808 mgd one-in-ten-year drought allocation, a 0.0939 mgd increase from the previous sequence.

Both ten-inch diameter wells will be monitored using District-installed telemetry devices. There have been no reports of interference or observed harm to water resources associated with previous withdrawals at this project, and no lower quality water sources available for use.

Staff has determined the proposed withdrawals are in accordance with minimum flows and minimum water levels (MFLs) and MFL recovery strategies pursuant to Chapters 62-42, 40B-8, and Emergency Rule 40BER17-01, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

WZ/tm
Attachments

WATER USE TECHNICAL STAFF REPORT
09-Nov-2021
APPLICATION NO.: 2-121-220392-2

Owner: Rose Marie Anderson
PO Box 382
Darby, MT 59829-0382
(386) 208-5691

Applicant: Same as Owner

Agent: Not Applicable

Compliance Contact: Jerry Goff
10379 168th St
Mc Alpin, FL 32062-2364

Project Name: Anderson/Goff Farm
County: Suwannee

WSPA: Yes

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.2808 mgd of groundwater for supplemental irrigation of sod in 1-in-10-year drought conditions.

Recommendation: Approval

Reviewers: David King; Warren Zwanka

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.2808	n/a	0.0939

Permit Expiration: Ten-year permit extension, to expire May 2, 2038.

ACTION REQUESTED: Modification of an existing permit to receive a ten-year permit extension for voluntary implementation of automated monitoring of withdrawals, add a new well and 30 irrigated acres, and change crop type.

PROJECT DESCRIPTION:

This project is located approximately ten miles south of Live Oak and 0.5 miles west of the 168th Street/ 99th Lane intersection in Suwannee County; and consists of approximately 261 controlled and 150 irrigated acres. The site was previously permitted for 120 acres of a corn-peanut rotation, but has changed to sod irrigated with groundwater from the Anderson 1 well (Station ID 146388) through a center pivot irrigation system. Included in this modification, the applicant proposes to install a new 10-inch diameter well (Station ID 146387) to irrigate an additional 30 acres of sod with an additional center

pivot. The change in crop type and increase in acreage results in a projected 50% increase in groundwater allocation.

The permittee has elected to participate in the SRWMD monitoring program using telemetry devices to comply with the water use reporting requirements of special condition 19.

WATER USE CALCULATIONS:

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

Sod grown year-round: 25.16 inches/ year

PERMIT APPLICATION REVIEW:

Staff have determined this application meets the conditions for issuance set forth in section 373.223, Florida Statutes and rule 40B-2.301, Florida Administrative Code. A summary of the staff review is provided below:

Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary and no reports of interference from previous withdrawals at this project have been received by the District, therefore, continued groundwater withdrawals at this project are not expected to interfere with any presently existing legal uses of water. Staff also inspected project wetlands and determined that the proposed withdrawals are not expected to harm the water resources of the area.

Water use consistent with the aforementioned supplemental irrigation models is economic and efficient. The permittee implements the following water conservation measures for the agricultural uses: checking periodically for irrigation leaks and repairing them as needed, using a new or retrofitted center pivot irrigation systems, irrigating at night when possible, and implementing rain shut-off switches to prevent over-irrigation during rain events.

The proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42 and 40B-8, F.A.C.; and Emergency Rule 40BER17-01. Additionally, cumulative reductions in flow from the allocation were evaluated at the Outstanding Florida Springs (OFS) and no measurable reductions were recorded. No OFS listed in 40BER17-01 has an estimated cumulative flow decline of 9.9%.

WITHDRAWAL POINT INFORMATION:

Site Name: Anderson

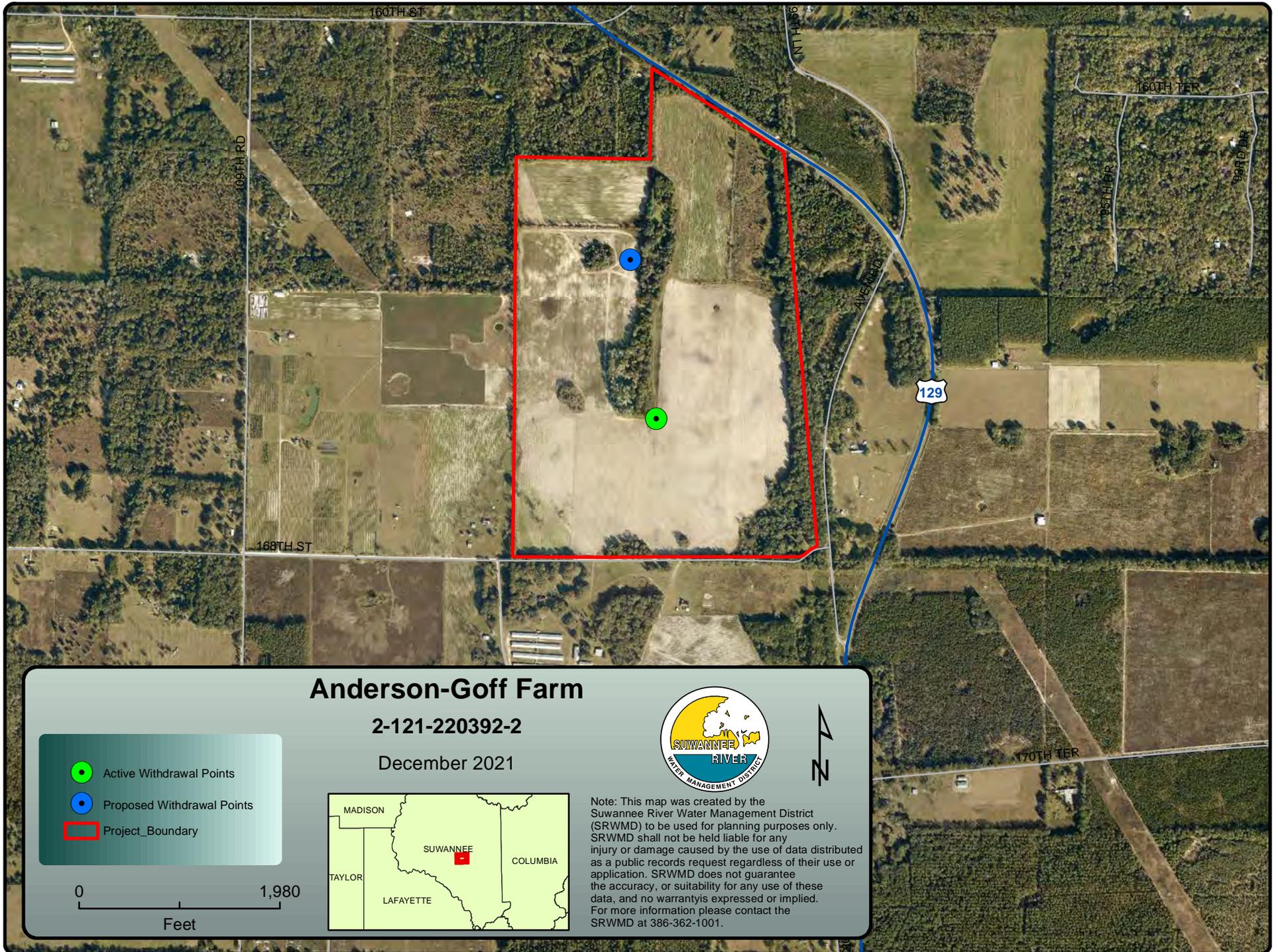
Well Details						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
146387	Anderson 2	10	800	Upper Floridan Aquifer	Proposed	Agricultural
146388	Anderson 1	10	800	Upper Floridan Aquifer	Active	Agricultural

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 rule 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 rule 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **5/2/2038**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to rule 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-121-220392-2)**.
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 lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater at this project when technically, economically, and environmentally feasible.
19. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. Monthly reports shall include volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered within the following month in an approved District format. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The permittee'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.
22. 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.
23. 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.
24. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to subsection 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.

25. The permittee shall install and maintain no less than one backflow prevention device when fertigating and no less than two backflow prevention devices when chemigating on all wells or surface water pumps connected to the irrigation system. The backflow prevention device(s) shall be installed between the water source and the injection point.
26. The permittee is authorized to withdraw a maximum of 0.2808 mgd of groundwater for supplemental irrigation of 150 acres of sod. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



Anderson-Goff Farm

2-121-220392-2

December 2021



- Active Withdrawal Points
- Proposed Withdrawal Points
- Project_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.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Bill McKinstry, Chief, Office of Land Management

THRU: Katelyn Potter, Director, Division of Outreach and Operations

DATE: November 30, 2021

RE: District Land Management and Twin Rivers State Forest Activity Summary

BACKGROUND

District staff completed the first series of tract inspections with an updated ArcGIS application.

District staff met with Eight-Mile Creek property owners and representatives to discuss a potential conservation easement purchase.

District staff met with Florida Fish and Wildlife Commission staff to discuss animal trapping rule changes.

District staff completed the Florida Department of Environmental Protection Public Access Report.

Edwin McCook presented "A Journey Down the Suwannee River" presentation to 52 guests attending the 14th Annual Suwannee River Wilderness Trail Paddle at the Adams Tract River Camp, on October 19.

Edwin McCook did an interview with a documentary film company producing a documentary film on the Suwannee River on October 21.

Ryan Sims attended the Society of American Foresters Suwannee Chapter meeting at Andrew's Nursery in Chiefland on October 21.

Florida Forest Service completed boundary line maintenance on the Anderson Springs Tract

Twin Rivers State Forest (TRSF) staff conducted 100 annual timber inventory plots on the Ellaville Tract.

The attached report summarizes the status of current District and TRSF activities for the preceding month.

Conservation Easement Monitoring: None

Vegetation Management Projects: During the report period, 35 acres of herbicide work was conducted on the Steinhatchee Falls Tract.

In Fiscal Year 2022, vegetation management work will be conducted for fuel reduction, natural community restoration, and wildfire mitigation purposes.

Vegetation Management (10/01/2021 – 11/05/2021)

2022 ACTIVITY	ACRES	ACRES	MILES	MILES
	Planned	Complete	Planned	Complete
Herbicide	283	35	0	0
Roller Chop Uplands	375	0	0	0
Mulching	85	0	0	0
Woods Mowing	690	0	0	0
Ditch Edge Mowing	0	0	54	0

Invasive Plant Monitoring Program: During the report period, 56 additional infestations were monitored/treated by District staff.

Invasive Plant Treatments (10/01/2021 – 11/05/2021)

2022 ACTIVITY	INFESTATIONS	INFESTATIONS
	Planned	Complete
Invasive Plant	160	88

Rare Plant Monitoring/Surveying Program: During the report period, three additional rare plant occurrences were monitored or surveyed.

Rare Plant Monitoring (10/01/2021 – 11/05/2021)

2022 ACTIVITY	OCCURRENCES	OCCURRENCES
	Planned	Complete
Rare Plant Species Monitoring	150	3

Prescribed Fire Program:

- Contractors conducting prescribed burns on District lands include Attack-One Fire Management Services, B&B Dugger Inc., and Wildlands Services Inc. Also included in this report are the acres the Florida Forest Service (FFS) burns on Twin Rivers State Forest (TRSF). When available, the FFS will provide a crew to burn additional acres on both District tracts and TRSF.
- The following table provides information on the District's Prescribed Burn Program through the reporting period. No additional acres were burned during the reporting period.

Prescribed Fire Summary Table (10/1/2021 – 11/05/2021)

	2022 TARGET ACRES	ACRES COMPLETED
SRWMD	10,700	0.00
FFS TRSF	2,000	0.00
TOTAL	12,700	0.00

Timber Sales: Open and Recently Completed Timber Sales

Open Timber Sales

SALE NAME	COUNTY	ACRES	HARVEST TYPE
Cuba Bay #2	Madison	315	Thinning
Steinhatchee Springs #19	Lafayette	330	Thinning
Steinhatchee Springs #20	Lafayette	208	Thinning
Steinhatchee Springs #21	Lafayette	366	Thinning
Seven Bridges #1	Jefferson	224	Thinning
Sandlin Bay #6	Columbia	192	Thinning
Sandlin Bay #7	Columbia	219	Thinning
Sandlin Bay #8	Columbia	233	Thinning
High Springs Wellfield #1	Alachua	239	Thinning
Holton Creek #4	Hamilton	130	Hardwood Removal
Ellaville #21	Madison	140	Clearcut and Chipping
Little River #6	Suwannee	187	Clearcut
Withlacoochee #4	Hamilton	113	Clearcut and Chipping
Cabbage Grove #2	Taylor	222	Thinning

Recently Completed Timber Sales

SALE NAME	COUNTY	ACRES	HARVEST TYPE	REVENUE
Ellaville Chipping 2021	Madison	172	Site-Prep Chipping	\$373.39
Ellaville #20	Madison	276	Clearcut & Thinning	\$369,632.37
Nature Coast Wellfield #2	Levy	110	Clearcut	\$265,991.53
Wolf Creek #1	Jefferson	72	Thinning	\$100,991.23
Ellaville Salvage 2021	Madison	5	Salvage	\$276.70

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board
FROM: Bill McKinstry, Chief, Office of Land Management
THRU: Katelyn Potter, Director, Division of Outreach and Operations
DATE: November 30, 2021
RE: Contract with Great South Timber and Lumber LLC, for the Newberry Wellfield #1 Timber Sale

RECOMMENDATION

Authorize the Executive Director to execute a contract with Great South Timber and Lumber LLC, for the Newberry Wellfield #1 Timber Sale.

BACKGROUND

On November 3, 2021, the District issued an Invitation to Bid (ITB 21/22-005 OPS) for timber located on the Newberry Wellfield Tract in Alachua County. The timber harvest is being done in preparation for surplus to the City of Newberry. The harvest area totals 52 acres of 22-year-old slash pine. Harvest area access and infrastructure within the sale area created additional challenges for harvesting operations.

To improve forest health and allow the best trees to continue growing onsite 43 acres will be thinned and nine acres will be clear-cut for future multi-use recreational fields to be established.

One bid was received on November 23, 2021, as indicated below. The bid calculation revenue is based on the District's estimated volumes of pine pulpwood and pine chip-n-saw. Based on site and market conditions, District staff believes this bid is at fair market price.

Bidder	City	Bid Calculation Revenue
Great South Timber and Lumber LLC	Lake City, Florida	\$141,972.38

Great South Timber and Lumber LLC's bid was \$28.09/ton for pine pulpwood and \$45.15/ton for pine chip-n-saw.

SC/pf

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Tara Rodgers, Chief, Office of Hydrological Data Services

THRU: Katelyn Potter, Director, Division of Outreach and Operations

DATE: November 30, 2021

RE: Agricultural Water Use Monitoring Report

BACKGROUND

In September 2012, the District began a program of water use monitoring for agricultural water use reporting on wells of 8" diameter or greater. As of November 15, 2021, the District has permitted 1,829 (261.4 MGD) irrigation wells which include a water use monitoring condition, of which 1,523 (228.8 MGD) wells are active, i.e., the wells have been drilled already. The District is monitoring 1,430 (214.0 MGD) of the 1,523 active wells. The remaining 93 active wells not yet monitored are scheduled for site visits to determine the type of monitoring that will be implemented.

Where possible, agricultural water use is estimated using monthly electric power consumption records provided by the electrical power provider. Estimation by power use is the most cost-effective method of water use reporting. To date, the farmer agreements authorizing the District to receive power usage reports directly from the cooperatives are in effect on 706 (134.3 MGD) monitoring points.

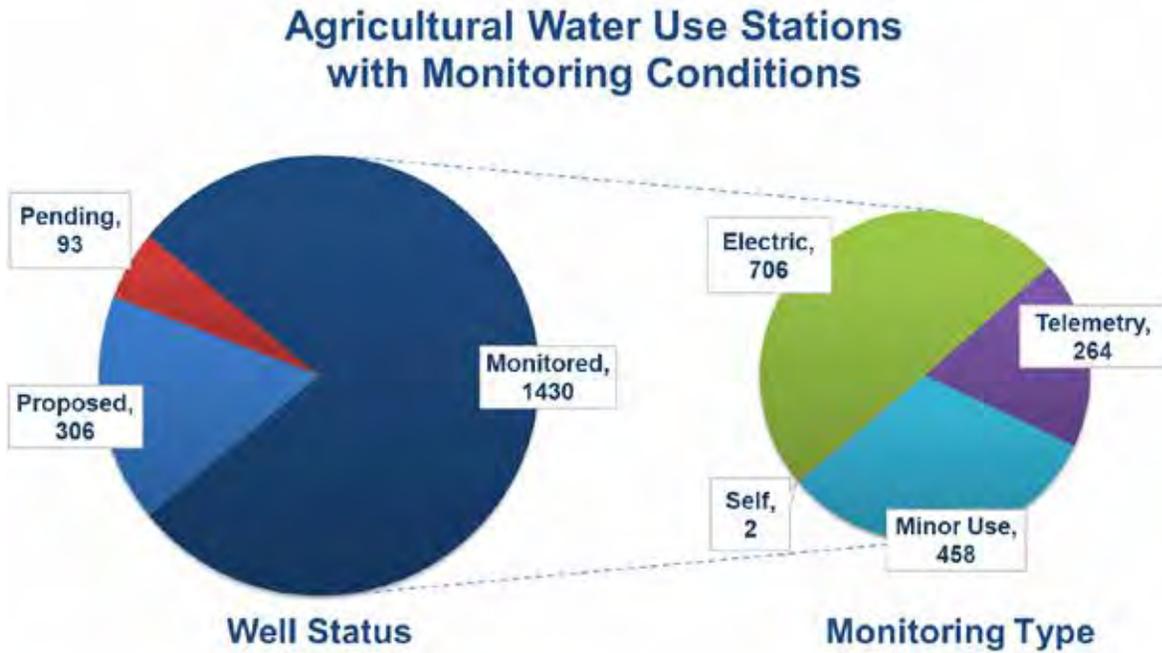
Not all withdrawal points are suitable for estimation using power consumption. Diesel-powered pumps and complex interconnected irrigation systems still require direct methods of monitoring. The District employs telemetry to conduct water use monitoring on diesel-power systems. There are currently 264 (46.7 MGD) telemetry systems installed by the District for this purpose.

Some withdrawal points have very limited use (< 0.05 MGD each) and are monitored for status changes by individual site visits. There are currently 458 (32.7 MGD) limited use monitoring points in the District. Some users monitor their own water use and report that data to the District. There are currently 2 (0.28 MGD) self-monitored points.

Since April 2017, the District has consistently had over 92.5% of active wells and permitted allocation being monitored. To date, the District is monitoring approximately 93.9% of existing active wells (93.5% of allocation) with water use permit monitoring conditions.

The attached figure shows the current well status and monitoring type for all wells with water use monitoring conditions (Figure 1).

Figure 1: Graph on the left shows the current status of all permitted wells with a water use monitoring condition. The graph on the right shows the monitoring type for all currently monitored wells.



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Leroy Marshall, Chief, Office of Agriculture and Environmental Projects

THRU: Amy Brown, Deputy Executive Director, Division of Water Resources

DATE: December 3, 2021

RE: 2021 Federal Emergency Management Agency Risk Mapping and Planning Program Five-Year Business Plan

RECOMMENDATION

Accept the District's FY 2021 Federal Emergency Management Agency Risk Mapping and Planning Program Five-Year Business Plan and authorize staff to submit the plan to the Federal Emergency Management Agency.

BACKGROUND

The District has been a Cooperating Technical Partner (CTP) implementing Federal Emergency Management Agency (FEMA)'s Map Modernization and Risk MAP programs for 20 years. Last year's update was approved by FEMA and proposed spending for Fiscal Year 2021 has been granted.

The business plan is the guidance District staff uses to plan and prioritize work within the District each year. District staff have worked with Atkins North America to produce this year's update, which outlines projected work for five years and provides a more detailed description of work for the present and next year.

The District's vision for the next five years is to address data gaps in the flood hazard data, improve flood risk delineation where new LiDAR is available, increase public awareness, lead engagement in mitigation planning, provide an enhanced digital platform for risk information and align risk analysis programs while improving the quality of Risk MAP products. The District plans to complete discovery with community stakeholders and resulting studies in all eight of the District's watersheds within the next five years.

LM/tm
Attachment

Suwannee River Water Management District



FEMA Risk MAP Program Multi-year Mapping Plan Update

FY22-FY26

Last Revised November 17, 2021

Prepared for Suwannee River Water Management District by



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Executive Summary

The Federal Emergency Management Agency's (FEMA) flood hazard maps are one of the essential tools for flood mitigation in the United States. Unfortunately, many of these maps have become outdated, especially in high growth and development areas including Florida. FEMA has established a broad goal of modernizing flood hazard maps nationwide. In addition, FEMA has engaged in providing communities with flood information and tools they can use to enhance their mitigation plans and take action to better protect their citizens through the Risk Mapping, Assessment, and Planning (Risk MAP) program.

As part of a Cooperating Technical Partner (CTP) Agreement with FEMA, the Suwannee River Water Management District (the District) has accepted delegation and responsibility for the Risk MAP program for areas it governs within North Florida. There are fifteen counties, including Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union, that are partially or completely within the District's boundaries. Prior to accepting the delegation for the Risk MAP program, the District had accepted delegation and responsibility for the Map Modernization program for all of the area it governs.

As part of the Risk MAP program, FEMA requested that all partners participating, including the District, update the Multi-year Mapping Plan (also known as the FEMA Business Plan), detailing their approach to implementing the initiative and how the activities will contribute to FEMA's Risk MAP goals and objectives. This FY22-FY26 Plan update provides District program highlights and funding requests for FY22 and beyond.

The vision for the Map Modernization initiative was to develop a District-wide program that provides more accurate and complete flood hazard information for counties and communities within the District. At the end of the Map Modernization process, counties within the District had updated Digital Flood Insurance Rate Maps (DFIRMs) that incorporated selected new detailed studies, approximate studies and/or updated base mapping converted to digital format. During Risk MAP the District initially coordinated between FEMA and the communities to identify areas of greatest concern for updates to the models and flood risk maps. As of FY18 all the watersheds of the District received the initial pass to identify areas of greatest concern and received funding to address them. These studies have been completed or will be completed in 2022.

Beginning in FY18 the District continued the Risk MAP goal of a cyclic approach, where watersheds are revisited after the initial round of map updates, in order to address new areas of concern, changes in the watershed, or review and update older models that were not addressed in the first-round identification of areas of greatest concern. This is resulting in watershed wide updates to the approximate flooding maps, and more accurate depictions of flood risk and flood depth. With these digital FIRMs and flood depth analyses, the District's ongoing emphasis on protection and acquisition of flood prone areas is further supported, and the flood protection goals and the non-structural floodplain management strategy of the SRWMD are being achieved.

The District vision for the Risk MAP initiative has been to address data gaps in flood hazard data, improve flood risk delineation where new LiDAR is available, increase public awareness, support

FDEM with engagement in mitigation planning, provide an enhanced digital platform for risk information, and align risk analysis programs while improving the quality of Risk MAP products. By conducting Discovery in each of the District watersheds on a five-to-seven-year cycle, and performing the resulting studies, resiliency outreach, panel revisions, and distribution of improved data; the District will both serve its mission and help FEMA meet its Risk MAP objectives. The District plans to revisit Discovery in each watershed on a cyclic basis, with priorities determined by monitoring growth and the needs in the watersheds during the ongoing outreach that is part of the District's mission.

Under the previous Map Modernization initiative, the SRWMD produced and managed FEMA Mapping Activities Statements (MAS) with FY04 MAS projects (Dixie, Gilchrist and Lafayette Counties), FY05 MAS projects (Suwannee and Columbia Counties), FY06 MAS projects (Taylor and Union Counties), and FY07 MAS projects (Hamilton, Levy and Madison Counties) and the FY08 MAS project (Bradford County).

Under the first five-year Risk MAP initiative begun in FY09, the District completed the following CTP projects: FY09 MAS projects (Dixie, Gilchrist and Lafayette Counties) in transition to Risk MAP, and the FY10 MAS Risk MAP project (Lower Suwannee Watershed). The FY11 MAS Risk MAP projects (Santa Fe Watershed, Upper Suwannee Watershed); and the FY12 MAS consisting of Discovery for the Waccasassa Watershed and riverine studies in the Econfina-Steinhatchee Watershed. Also funded under FY12 was integrating the Econfina-Steinhatchee riverine studies with Big Bend coastal modeling for a combined map release. The Big Bend coastal modeling was conducted by FEMA's Professional Services contractors, delivered to the District and incorporated into the Econfina-Steinhatchee effective map release.

The FY13 MAS includes selected Risk MAP studies in the Withlacoochee Watershed, as well as completion of Discovery in the adjacent Alapaha watershed. The Withlacoochee is a split study, with funding for panel revisions and post-preliminary processing approved under the FY14 and FY15 MAS. The Withlacoochee study has been completed with effective map release in FY20.

The FY16 MAS covers the Aucilla and Alapaha studies, while the FY17-19 MASs cover a second round of studies in the Upper and Lower Suwannee to develop a continuous new flood model for the Suwannee River in Florida; and in the Santa Fe watershed to update existing unverified models and provide updated flood risk maps in growth areas. The FY19 MAS provides funding for an updated study in the Econfina-Steinhatchee Watershed, as well as underwriting additional effort identified to complete the combined Upper and Lower Suwannee studies. The status of all these projects is shown in Figure 3-1 of Chapter 3.

The District will facilitate the implementation of FEMA's Risk MAP Program through direct management and support of all-regulatory, engineering, and mapping activities within the District's area. The District is committed to developing a fully integrated program that incorporates:

- § Discovery
- § engineering and mapping (watershed level updates)
- § independent QA/QC

- § community outreach
- § outreach via websites and training
- § mitigation planning support in collaboration with Florida Department of Emergency Management

The results of these efforts are an ongoing program that allows for delivery of quality data that increases public awareness and leads to action that reduces risk to life and property. This will continue to be accomplished primarily through the use of FEMA grants to hire qualified contractors retained and overseen by the District.

For its management plan to be effectively implemented, the District will need the full support and involvement of all user communities, including local governments. To ensure the full engagement of its partners, the District will commit significant resources to manage stakeholder expectations through up front coordination, outreach, and customer service. Based upon our preliminary assessment, we anticipate that our current IT system will require ongoing upgrades to maintain and deliver the product, and that the resources required to maintain the IT system either currently exist within the District or will be made available as needed during program development and implementation.

Chapter 1

INTRODUCTION

1.1 Background

This Cooperating Technical Partner (CTP) Five-year Business Plan describes District CTP planning through the end of FY26 (September 30, 2026).

The Federal Emergency Management Agency's (FEMA) flood hazard maps are one of the essential tools for flood mitigation in the United States. Unfortunately, many of these maps have become outdated, especially in high growth and development areas including Florida. FEMA has established a broad goal of modernizing flood hazard maps nationwide. In addition, FEMA has engaged in providing communities with flood information and tools they can use to enhance their mitigation plans and take action to better protect their citizens through the Risk Mapping, Assessment, and Planning (Risk MAP) program. To achieve this goal, FEMA has acknowledged that collaborative partnerships with state, regional and local/organizations will be necessary. Furthermore, FEMA is

As part of a Cooperating Technical Partner (CTP) Agreement with FEMA the Suwannee River Water Management District (the District) has accepted delegation and responsibility for the Risk MAP program for areas it governs within North Florida. . There are fifteen counties, including Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union, , that are partially or completely within the District's boundaries. Prior to accepting the delegation for the Risk MAP program, the District had accepted delegation and responsibility for the Map Modernization program for all of the area it governs. At this time, the small portion of Putnam County within the District has not been included in the updates.

The District transitioned from Map Modernization to the Risk Map initiative beginning with FY10 Mapping Activities. The District vision for the Risk MAP initiative is to address data gaps in flood hazard data, improve flood risk delineation as new LiDAR becomes available, increase public awareness, lead engagement in mitigation planning, provide an enhanced digital platform for risk information, and align risk analysis programs while improving the quality of Risk MAP products. The District completed Discovery and all resulting studies (through preliminary mapping) in all 8 (eight) of the major FEMA HUC-8 Watersheds within the District; the District is continuing the Risk MAP cycle by returning to watersheds that have already completed their first round of Risk MAP updates and identifying any new community needs or data needs that have been revealed during subsequent mitigation actions, new growth, and/or flooding experience. The District has sought and approved funding for Discovery and expanded studies in the Upper and Lower Suwannee Watersheds, the Santa Fe Watershed, the Withlacoochee and Econfina-Steinhatchee watersheds. These studies are getting underway, including Discovery for the next rounds of studies in the cycle for Econfina-Steinhatchee, Withlacoochee, and Waccasassa watersheds. The Multi-year Project Plan for FY22 through FY26 is based on continuing this cycle into the remaining watersheds of the District. As new patterns of growth emerge, and Discovery reveals the need for additional funding, it is possible that

one watershed may be swapped with another in future plans; but all watersheds will be revisited in the second cycle, and a third cycle is proposed starting in FY23, addressing flood map updates based on mitigation actions recommended under cycle one and implemented through FY23, as well as results from new models under cycle two.

A brief history of the District Cooperating Technical Partnership with FEMA could begin with completion of FY04 Mapping Activities Statement (MAS) projects (Dixie, Gilchrist and Lafayette Counties- total amount \$904,000- leverage amount \$180,800*), FY05 MAS projects (Suwannee and Columbia Counties – total amount \$1,060,000), FY06 MAS projects (Taylor and Union Counties – total amount \$1,000,000), and FY07 MAS projects (Hamilton, Levy and Madison Counties – total amount \$1,025,000). The District also completed management of the FY08 MAS project (Bradford County - total amount \$300,000), and the FY09 MAS for updating panels in Suwannee County in the vicinity of Live Oak total amount \$106,835. These map updates and conversion of paper maps to digital were accomplished under the FEMA Map Modernization Program, which ended in FY09 with the transition to Risk MAP in FY10. All work on these grants have been completed and the grants have closed.

The District managed integration of 3 other FY09 Map Modernization projects (Dixie, Gilchrist and Lafayette Counties -- total \$810,000 – leverage amount \$20,000) into the FY10 Risk MAP project for the Lower Suwannee Watershed (HUC8-03110205) which included detailed studies and redelineation in portions of Dixie, Gilchrist, Lafayette, and Levy Counties total funded amount \$1,354,000 – leverage amount \$129,000*. The Lower Suwannee Risk MAP study completed the Physical Map Revisions for these counties and the new panels are effective. All work on this grant has been completed and the grant as been closed.

The District managed implementation of the FY11 FEMA Mapping Activities Statement (MAS) with detailed studies in the Santa Fe Watershed (HUC8 03110206) which includes portions of Union, Bradford, Columbia, Gilchrist, and Suwannee Counties (total amount \$1,022,920 – leverage amount \$347,920), as well as detailed studies for the Upper Suwannee Watershed (HUC8 03110201) which includes portions of Suwannee, Columbia, and Hamilton Counties (total amount \$1,043,799 – leverage amount \$246,467). The Upper Suwannee and Santa Fe watershed studies have also been completed and the updated panels will all be effective as of November 2018. All work on this grant has been completed.

The FY12 MAS, consisting of Discovery for the Waccasassa Watershed and riverine studies in the Econfina-Steinhatchee Watershed (03110102) (total amount \$985,780; leverage amount \$285,780). Also funded under FY12 was integrating the Econfina-Steinhatchee riverine studies with Big Bend coastal modeling for a combined Preliminary map release and Post Preliminary Processing (\$420,000; leverage amount: \$0). The Big Bend coastal modeling was conducted by FEMA's Professional Services contractors -- the models and resulting coastal flood risk mapping include coastal portions of Econfina-Steinhatchee Watershed, Lower Suwannee Watershed and Waccasassa Watershed. All work on this grant has been completed.

*Risk MAP leverage amounts are based on District contributions of Orthophotos, LiDAR, GIS data, and staff time to the Risk MAP projects.

The resulting preliminary maps under the FY12 MAS merged coastal and riverine panel revisions in Econfina-Steinhatchee watershed with coastal panel revisions spanning Econfina-Steinhatchee, Lower Suwannee and Waccasassa watersheds. (Note the coastal panels in the Waccasassa watershed are distinct from the riverine studies recommended under the FY12 Waccasassa Discovery grant. Waccasassa riverine studies were funded under the FY14 grant, see below). The combined panel revisions in the Econfina-Steinhatchee watershed include portions of Taylor, Dixie, Levy, Gilchrist and Levy County, and went effective in FY18. All work on this grant has been completed.

Managed under the FY13 MAS is the Withlacoochee Watershed (03110203), which includes portions of Madison and Hamilton Counties (total amount \$430,000 – leverage amount \$130,000); and funding for Discovery in the Alapaha watershed. The Withlacoochee is a split study, with funding for preliminary panels and post-preliminary processing approved under the FY14 MAS (\$175,000 – leverage amount \$75,000); and, additional modeling on the Withlacoochee River funded under FY15 (\$65,000). A recent study undertaken by the District for minimum flows and levels in the Withlacoochee provided leverage allowing the FY15 Withlacoochee funds to be reallocated under a Special Problem Report (and MAS amendment) for conversion of this leverage study into Risk MAP, and the excess funds to help cover additional costs associated with the inclusion of FY09 Map Mod counties in the FY10 Lower Suwannee Risk MAP release. All work on this grant has been completed.

The FY14 MAS also funded the Waccasassa watershed studies (\$350,000 -- leverage LiDAR, aerials, existing models \$152,000). Waccasassa studies are complete and -will go effective January 28, 2022. Additional funding of \$45,000 to cover 19 additional panels impacted by the Waccasassa river modeling was approved under the FY18 grant. All work on this grant has been completed.

The FY15 MAS also funded Discovery in the Aucilla Watershed (\$85,500; leverage \$4,500); additional panel updates in the Econfina-Steinhatchee watershed based on increased extent of coastal risk mapping (\$60,000); and the additional modeling on the Withlacoochee River (\$65,000) referenced above. All work on this grant has been completed.

The FY16 MAS represents a milestone in the Risk MAP program. With the FY16 grant the District completes its goal for reviewing and updating flood risk studies in all the major watersheds in its jurisdiction . The final two watersheds to be studied under the FY16 grant are the Alapaha and Aucilla watersheds these studies have been initiated and are expected to be ready for Preliminary Mapping in FY22. In addition, the District is leveraging the

completion of these studies under Risk MAP and expanding its well-received flood risk reporting website to encompass many of the new Risk MAP digital products designed to improve community understanding of flood risk.

FY17 through FY21 grants have provided the District with a 2nd cycle of studies and the opportunity to complete its goal of fully updating the modeling that was started in the 1st round watersheds: Upper and Lower Suwannee, Santa Fe, Econfina-Steinhatchee, Withlacoochee, Alapaha, and Aucilla watersheds, plus Discovery in the Waccasassa watershed – addressing all models that were identified by FEMA as unverified as well as any new community needs. The amounts funded under these new grants are: FY17-\$1,018,000; FY18-\$1,718,594; FY19-\$1,873,150; FY20-\$2,136,750; FY21-\$1,904,527. Additional funding is included in the FY20 grant for expanded public relations and outreach in collaboration with the District communications office. This is underway with initial products for distribution early in 2022.

Note – the Upper and Lower Suwannee River Watersheds in this context are referring to two USGS HUC basins spanning the entire Suwannee River in Florida, separated at the Withlacoochee confluence--not to be confused with the SRWMD designations of upper, middle and lower Suwannee River areas of responsibility).

FEMA requested that all partners participating, including the District, update the Multi-year Project Plan (Business Plan) detailing their approach to implementing the initiative and how the activities will contribute to FEMA’s Risk MAP goals and objectives. This Plan update provides District program highlights and funding requests through FY26. The broad objectives of the Risk MAP program are stated by FEMA as follows:

- Flood Hazard Data. Address gaps in flood hazard data to form a solid foundation for risk assessment, floodplain management, and actuarial soundness of the [National Flood Insurance Program](#) (NFIP).
- Public Awareness/Outreach. Engage communities and ensure that a measurable increase of the public’s awareness and understanding of risk results in a measurable reduction of current and future vulnerability.
- Hazard Mitigation Planning. Lead and support States, local, and Tribal communities to effectively engage in risk-based mitigation planning resulting in sustainable actions that reduce or eliminate risks to life and property from natural hazards.
- Enhanced Digital Platform. Provide an enhanced digital platform that improves management of Risk MAP, steward’s information produced by Risk MAP, and improves communication and sharing of risk data and related products to all levels of government and the public.
- Alignment and Synergies. Align Risk Analysis programs and develop synergies to enhance decision-making capabilities through effective risk communication and management.

Chapter 2 VISION FOR SUPPORTING Risk MAP

2.1 Suwannee River Water Management District (SRWMD) Vision

The Suwannee River Water Management District was created by the Florida Legislature with the passage of the Water Resources Act of 1972, codified in Chapter 373 of the Florida Statutes. The District covers over 7,600 square miles of north central Florida. A listing of the Counties, population and flood insurance policy holders is shown in Table 2-1.

**Table 2-1
SRWMD Counties Population and Flood Insurance Policies**

County	Population*	# of Policies**
Alachua	266,944	2768
Baker	28,283	179
Bradford	27,038	487
Columbia	69,612	766
Dixie	16,673	429
Gilchrist	17,743	202
Hamilton	14,184	48
Jefferson	14,144	79
Lafayette	8,451	126
Levy	40,355	932
Madison	18,449	89
Suwannee	44,190	506
Taylor	21,833	574
Union	15,517	54

*Population estimates, July 1, 2017 – Census.gov Quick facts

** Policy Information By State <https://nfipservices.floodsmart.gov/reports-flood-insurance-data> 9/30/2020

2.1.1 Vision Overview

The District has been a cooperating technical partner with FEMA since 1999. Our vision from the outset is to build relationships with communities and community leaders that promote common understanding of flood risk, water quality risk and promote a common purpose of mitigating flood risk while protecting the waters of the District. We view steady improvement in flood risk forecasting and an equally steady improvement in the means to communicate risk as key. We are seeing improvement in regard to community understanding and trust in our FEMA flood risk maps, as well as acknowledgment of the importance of flood risk insurance and recognition of opportunities to mitigate flood risk at local and regional levels. The District currently provides individual flood risk reports to constituents at the parcel level through srwmdfloodreport.com. Over the next five years, we look forward to a range of expanded capabilities to help fulfill our missions, including the improvement of digital flood risk modeling and Risk MAP data infrastructure; stronger links from Risk MAP to flood mitigation actions; better 3-dimensional depictions of flooding; GIS integration of recorded flood elevations; and links to help property owners obtain elevation certificates and flood insurance, in complement to the goals and strategies that follow.

2.1.2 Flood Protection Goals

The mission of the District is to implement the provisions of Chapter 373, Water Resources, and chapter 403, Environmental Control, Florida Statutes, to ensure the continued welfare of the residents and natural systems of north central Florida. Two of the major goals of the District are to minimize harm from flooding and to enhance public awareness, understanding and participation in water resource management.

Per Florida Administrative Code 62-40.458, Floodplain Protection, related District objectives are:

- Coordination with local, State and Federal governments;
- Pursue development of adequate floodplain protection information including flood level data;
- Jointly develop programs to acquire, protect and enhance floodplain functions and associated natural systems;
- Minimize incompatible activities; and
- Provide available floodplain delineation information.

The District operates under a nonstructural floodplain management policy adopted in 1979¹. The policy was adopted to avoid the expense of constructing and maintaining flood control works as well as the environmental damage caused by such works. The nonstructural flood protection strategy is founded on accurate floodplain delineation and has been implemented through the following primary program activities:

- Mapping and modeling the floodplains and regulatory floodways of the five major rivers and tributaries;
- Regulating fill and development activity within designated regulatory floodways and floodplains;
- Acquiring and managing lands for floodwater storage, conveyance, and other conservation objectives;
- Assisting local governments with floodplain management responsibilities such as land use planning, development regulation, restoration activities, and public education and outreach;
- Providing Geographic Information System (GIS) data, technical assistance, and leadership within the region;
- Providing technical and funding assistance to local governments in addressing flooding and stormwater management problems.

The key elements of the nonstructural floodplain management policy have been very successful to date in reducing and eliminating environmental harm and the threat of flood damage. These key elements are regulations, land acquisition, GIS development, and

¹ The District Water Management Plan describes the nonstructural flood protection policy and the approach used by the District to implement the policy.

public outreach and assistance. The District's Vision is to initiate a dedicated 5-year public relations outreach campaign focused on flood awareness at every level. Funding for implementing this vision is addressed under the FY2020 funding request.

2.1.3 District Water Management Regulations for Flood Protection

District regulations currently prohibit activities that diminish floodwater conveyance in designated Works of the District Rivers using an innovative approach to implement the authorities granted under Chapter 373, Florida Statutes. Instead of constructing physical works to address flood hazards, the District's program reserves from use that land area necessary to convey the highest velocity flood waters from a 100-year flood event. In addition, District stormwater management regulations require use of the 100-year critical duration storm event as the primary engineering and design criterion for stormwater management facilities.

The second component of the District's non-structural floodplain management strategy is land acquisition and management. The Save Our Rivers, Preservation 2000 and Florida Forever programs have protected over 300,000 acres and 384 miles of river corridor lands, much of it in the 100-year flood plain, protecting the region's river systems, the public, and the public water supply.

2.1.4 District and Other Public Conservation Lands

One of the major objectives of the District is to promote non-structural approaches to achieve flood protection and to protect and restore the natural features and functions of the 100-year floodplain. To that end, the District has undertaken acquisition of floodplain areas for the major rivers and natural storage areas throughout the District. Public ownership in perpetuity of these flood hazard areas assures the ability to retain and attenuate floodwaters, precludes inappropriate development or use of the flood hazard areas, and protects important environmental features of the lands.

The District acquires and manages lands for water management purposes, as authorized and directed by Chapter 373, Part V, Florida Statutes. Since 1983, the acquisition priority has been the voluntary sale of lands within the 100-year floodplain of the Suwannee River and its tributaries, and the floodplains of other rivers in the District. To date, the District has protected over 286,000 acres of land, most of which is floodplains, flood prone, hazardous, and/or environmentally sensitive. Figure 2-1 shows the public conservation lands in the District.

The public, through the District, is the single largest landowner of land along the Suwannee River and its tributaries. Many land tracts of significance have been acquired; current and future land acquisition priorities target in holdings, adjacent lands, and lands that enhance or improve the management of current holdings. Future priorities will target specific areas to mitigate past flood damage and prevent inappropriate use or development of flood hazard areas.

Modernized flood hazard maps that use more detailed and accurate information are essential to the District's continued future success in its land acquisition and management program. The updated and revised maps resulting from this project will allow the District to identify and target the most important flood hazard areas for public ownership and management.

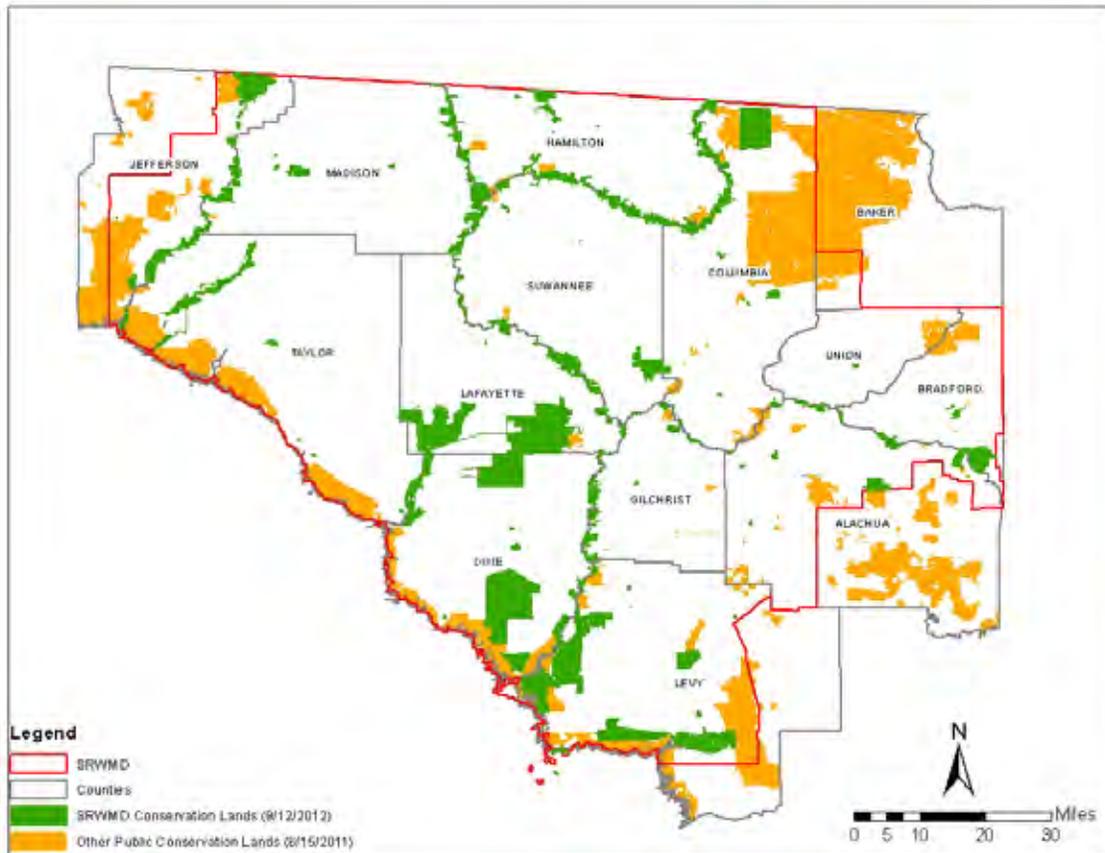


Figure 2-1 SRWMD Public Conservation Lands

2.1.5 Geographic Information Systems Development and Public Outreach, and Assistance

Providing maps and other information is a cornerstone of the District's nonstructural flood protection policy. When landowners and local building officials are aware of the location and extent of flood hazard areas, preventive strategies can be more easily implemented. The District has been a regional leader in the development and application of Geographic Information Systems (GIS) since 1983, when the District was selected as a beta test site for ArcInfo, the industry standard GIS developed by Environmental Systems Research Institute, Inc. (ESRI). Since that time the District has developed an extensive geographic data inventory, developed in-house and external capabilities, and provides leadership and assistance to local units of government in the region. Through District efforts, many county property appraisers now have compatible GIS capabilities that will assist in disseminating

flood hazard maps and data at the local level resulting from the map modernization and Risk MAP projects.

Public outreach and assistance are an important component of the nonstructural flood protection policy not just by providing flood maps, but in helping the public gain an understanding of flooding and flood hazards. The District has established a website (<http://www.srwmdfloodreport.com/>) with enhanced flood elevation data for the Suwannee River and its tributaries, Preliminary floodplains; Changes Since Last Firm, and linkage to FEMA. The website enables users to view, query, and analyze flood risk assessment data in an intuitive and user-friendly framework. End-users are able to easily locate any parcel of interest, view the Flood Insurance Study (FIS) and effective Flood Insurance Rate Map (FIRM), and create a Flood Risk Reports that provides the user with flood zone data. All of this assists the user in determining if their property is affected by a flood zone, and descriptions of how to interpret the specific FEMA flood zones. The websites will continue to be updated and populated with information on Risk MAP and flood risk data generated during DFIRM studies produced in the course of the Risk MAP program. This interface is intended to be used by the general public, community officials, and Cooperating Technical Partner staff who may not be familiar with a typical GIS interface. A significant update to the Flood Risk Report was completed in FY20-21 with input from the District Communications Office, adding non-regulatory products such as 30-yr risk of flooding and flood depth maps in addition to the regulatory flood insurance zones.

GIS partnerships with most of the local governments within the District have been established. The GIS partnerships provide local governments with environmental sensitive data such as special flood hazard areas. This outreach tool assists local governments in advising property owners and potential property owners about flood risks and other environmental features associated with a parcel of land.

Since a core mission area of the District is flood information, protection, and mitigation, the District is undertaking an expansion of its outreach beyond the tools and training described above to engage in an active outreach campaign using a public relations firm. This is expanded in Section 2.2.4 below.

2.2 SRWMD Risk MAP Level of Participation

The District vision for the Risk MAP initiative is to address data gaps in flood hazard data, increase public awareness, lead engagement in mitigation planning, provide enhanced digital platform for risk information, and align risk analysis programs while improving the quality of Risk MAP products. These goals are explained in further detail below.

- Goal 1: Address gaps in flood hazard data to form a solid foundation for risk assessment, floodplain management, and actuarial soundness of the National Flood Insurance Program
 - Initiate Risk MAP flood map update projects to address flood hazard data needs in high flood risk areas affected by coastal flooding, levees and other riverine flood hazards

- Develop flood depth grids based on updated or validated engineering flood studies for use in risk communication outreach products and flood risk assessments
- Goal 2: Ensure that a measurable increase of the public's awareness and understanding of risk results in a measurable reduction of current and future vulnerability to flooding. Overarching outreach strategy will:
 - Convey risk in terms of consequences and probability, and conveys the social impacts of flood risk
 - Follow the entire Risk MAP life cycle from the continuous update of flood hazard data to the continuous update of a jurisdiction's hazard mitigation plan
 - Establish a baseline of local understanding of local risk. Communities can use this baseline to measure progress annually
 - Keep the message simple so that the information is easily conveyed to the public
- Goal 3: Lead and support state, local and tribal communities to effectively engage in risk-based mitigation planning resulting in sustainable actions to reduce or eliminate risks to life and property from hazards
 - Assist state, local and tribal entities to develop, adopt and implement FEMA-approved hazard mitigation plans
 - Communicate the benefits of mitigation planning messages in an overarching Risk MAP outreach strategy
 - Promote the integration of mitigation planning into other state, local and tribal planning processes
- Goal 4: Provide an enhanced digital platform that improves management of Risk MAP, stewards the information produced by Risk MAP and improves the communication and sharing of risk data and related products with all levels of government and public
 - Improve tracking of state and local hazard mitigation plans
 - Improve map production tools
 - Find and invest in accurate digital geospatial data to support improved flood hazard and flood risk analysis
 - Provide simplified access to updated flood risk models emerging from the Risk MAP program
- Goal 5: Align Risk Analysis programs and develop synergies to enhance decision making capabilities through effective risk communication and management

It is the objective of the District to be the full-service provider for all engineering, mapping, and administrative requirements within the District boundaries. For its management plan to be effectively implemented, the District will need the full support and involvement of other CTPs and user communities. To ensure the full engagement of its partners, the District will commit a significant amount of resources to manage stakeholder expectations through upfront coordination, outreach, and customer service. In addition, the District will execute Memorandums of Agreement (MOA) with each County and participating community.

Through its three branches, technical management, IT systems, and customer service (see Figure 2-3); the District will satisfy its five goals outlined above. Furthermore, the District will continuously assess the effectiveness of its program and make the necessary changes to ensure the highest quality service and deliverables. Details of the District's level of participation follows.

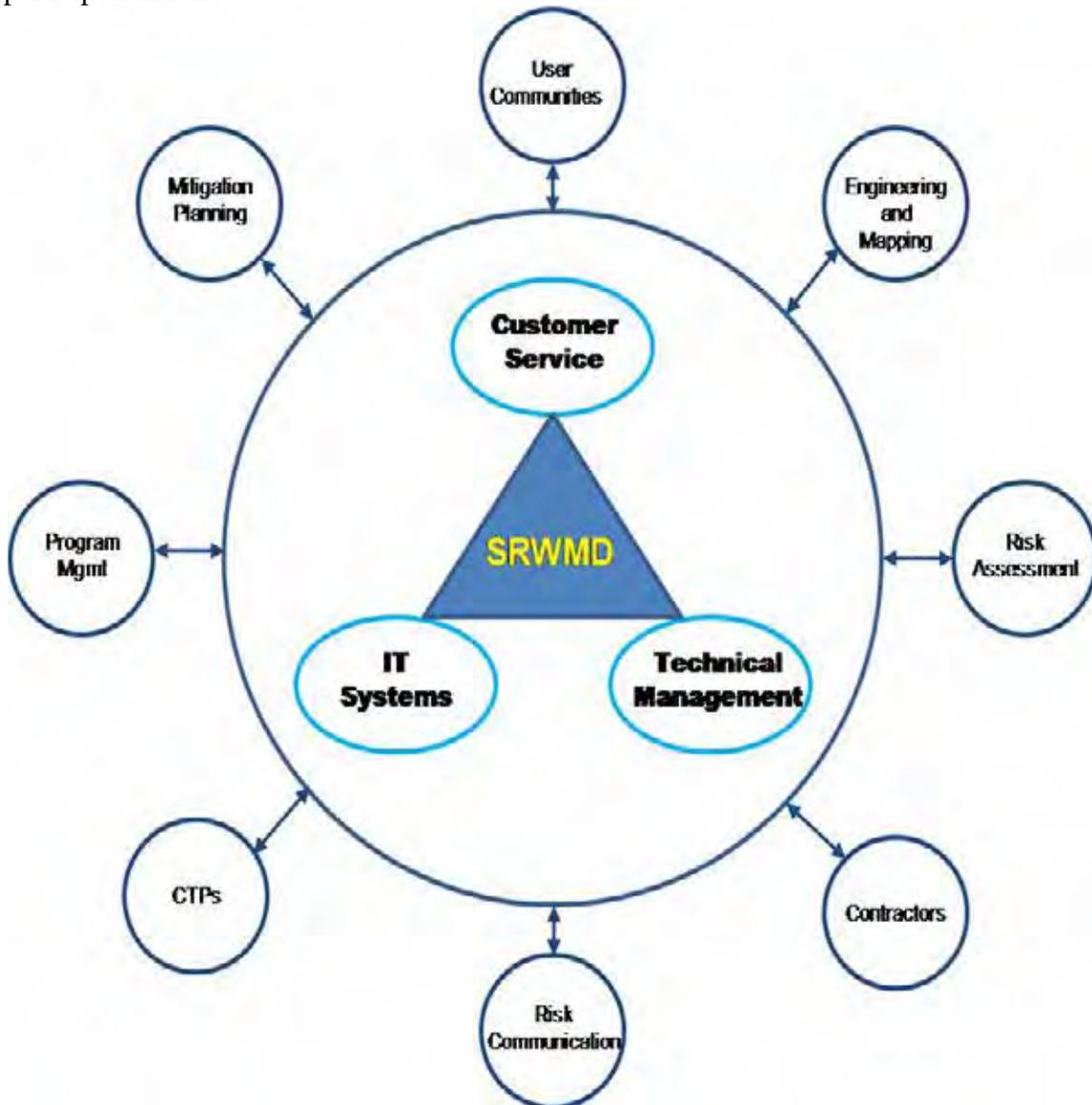


Figure 2-2 District Comprehensive Management Support of Risk MAP Needs

2.2.1 Engineering and Mapping

The District will continue to support all activities associated with identifying flood hazards and the technical production of accurate Digital Flood Insurance Rate Maps (DFIRM) and

Flood Insurance Studies (FIS). Following the Risk MAP program, the District and its contractor's propose to perform all the activities listed below:

- Discovery activities: field visits, CNMS updates, review mitigation plans, discovery reports and maps, conduct community interviews, coordination and attendance at County and community Discovery meetings, and development of project scope
- Data collection activities: field surveys, topographic data/LiDAR, existing H&H studies and digital basemaps (updated USGS DOQQ);
- Engineering activities: hydraulic, hydrologic, riverine analyses;
- Floodplain delineation activities: detailed, approximate, and re-delineation;
- Public outreach for feedback on initial flood maps and identification of areas that may require additional public outreach and communication for smooth map adoption
- DFIRM Production activities: Preliminary DFIRM, QA/QC, and database development; and
- Flood risk dataset activities: development of changes since last Flood Insurance Rate Map, flood depth and analysis grids, flood risk assessment data, areas of mitigation interest;
- Post Preliminary Processing: Community Meetings and Map Adoption

The District's strategy to implement the engineering and mapping component will utilize the District's existing engineering, mapping, and GIS technical infrastructure along with outsourcing of the majority of the engineering and mapping to consultants. The District has extensive experience in water resource related activities, which provides an ideal staging point for the implementation of the District's mapping and engineering role. The District will also provide ongoing floodplain management coordination with the local communities participating in the NFIP to allow for a more local management of the issues that concern FEMA. As part of its management strategy, the District will manage and coordinate all consultants activity in the District.

The District will use detailed topography (LiDAR) of the floodplain and coastal areas likely to experience significant development pressures in the coming years as it becomes available. As of FY18, the District has completed LiDAR mapping of all areas and will engage in reviewing the oldest LiDAR mapping for potential update needs.

2.2.2 Risk Assessment and Risk Communication

The District will assess and communicate risk to ensure that a measurable increase of the public's awareness and understanding of risk results in a measurable reduction of current and future vulnerability to flooding.

Risk assessment data and analyses are defined as processes for analyzing or evaluating the risk associated with a hazard and using that information to make informed decisions on the appropriate ways to reduce the impacts of the hazard on people and property. As part of the Risk MAP Program, non-regulatory Flood Risk Products shall be developed for study

areas based upon the latest guidance available. Flood Risk Products that will be created include Flood Risk Reports and Flood Risk Maps.

Flood Risk Products serve as the delivery mechanisms for the Flood Risk Datasets and information developed within a flood risk study. Typically, these Flood Risk Datasets include but are not limited to:

- Changes Since Last FIRM
- Depth & Analysis
- Flood Risk Assessment

Although this program is conceived on a HUC-8 watershed flood hazard and flood risk analysis framework, it is also recognized that there will be occasions where a watershed approach is not appropriate. Examples include site-specific levee analysis, coastal analysis. As a result, Flood Risk Products and Flood Risk Datasets are intended to be scalable to support the variability of project requirements and available funding.

2.2.3 Mitigation Planning and Actions

The District will assist and support the state and local communities to effectively engage in risk-based mitigation planning resulting in sustainable actions to reduce or eliminate risks to life and property from hazards. FEMA considers mitigation planning to be critical, and mitigation planning technical assistance will be identified starting at Discovery. During initial plan development there are four phases of the planning process:

- Planning Process
- Risk Assessment
- Mitigation Strategy
- Plan Maintenance

Hazard Mitigation Planning technical assistance and training provided through Risk MAP will focus on building a community's capability to plan for and reduce risk. The following steps are to be emphasized:

- Incorporating new flood hazard and risk information;
- Updating and refining mitigation strategies, especially as related to new flood hazard/risk information;
- Training mitigation planning teams; and
- Incorporating mitigation into existing community plans, programs, and policies.

Throughout the Risk MAP cycle, the District will utilize Region IV best practice templates to track and report Actions.

2.2.4 Community Outreach and Mitigation Strategy

An essential component of the District Risk MAP program is community outreach and customer service to ensure stakeholder support and public awareness. Outreach begins during the Discovery phase of a watershed-level Risk MAP project and continues through final community meetings. The primary goals of the outreach component are to:

- Engage communities early and often of Risk MAP projects;
- Increase public awareness of risk and education of flood hazards;
- Communicate the benefits of the hazard mitigation planning process;
- Ensure stakeholder support and proper management of expectations;
- Establish two-way communication with stakeholders impacted by the floodplain remapping, as well as the NFIP in general;
- Ensure compliance with due process and other regulatory requirements;
- Minimize the number of technical appeals and protests;
- Ensure public understanding of the benefits of new maps;
- Interact with technical representatives to ensure production of quality maps;
- Enhance ownership and use by communities;
- Ensure that other users know how to use the new maps; and
- Track/monitor/evaluate outreach activities and adjust efforts according to feedback received and evolving project needs.

To accomplish these goals, the District will provide: an interactive website for the public to view flood risk data and obtain DFIRMs, FIS reports and risk reports; stakeholder notification to each County and community included in the Risk MAP project; public education and information through public meetings; informational brochures/newsletter article; PowerPoint presentations to interested organizations; press releases; flood risk products; and a new online video webinar series to provide user guidance on available products approved under current funding.

Since a core mission areas of the District is flood information, protection and mitigation, the District is undertaking an expansion of its outreach beyond the tools and training described above. Flooding and high-water events pose significant threats to communities throughout the District; and, these threats are magnified as land use changes and development continues within the floodplain. To further serve our constituents, the District is planning to enlist a dedicated public relations company to develop an active outreach campaign with the goal of increasing knowledge and awareness of flooding impacts and risks. The desired result of this campaign will be a behavior change to increase flood knowledge, preparedness and mitigation, as well as, stop unlawful flooding impacts. The District plans to accomplish this behavior change through a multi-media campaign involving videography, photography, print materials, and advertising. Special additional funding of \$200,000 for this multi-year public relations initiative was obtained under the FY20 grant awarded September 2020.

An initial program to develop the first public relations video and materials was completed in FY21. With the implementation of the Task Work Assignment for the FY20 grant the stage is set to use this material for a head start in FY22 and a significant increase in public relations and outreach in collaboration with the District communications office.

2.2.5 Independent QA/QC

The District will continue to oversee all necessary QA/QC functions for both engineering and mapping products associated with the DFIRM projects in the District. QA/QC activities will be performed either by District personnel or one of the District's consultants. QA/QC reviews will be performed by qualified personnel other than those who performed the work. FEMA guidelines will be followed for all engineering and mapping reviews along with standard engineering QA/QC guidelines. QA/QC activities will be funded by FEMA to the District through the Risk MAP funding grant process.

2.3 Program Management

The District will provide a program management structure that will motivate partners to share responsibilities and align the District's, FEMA's and the local community missions to reduce vulnerability to floods and other hazards and increase public awareness of risk and education of flood hazards. The objective of Program Management activities is to recognize the activities undertaken by CTPs as part of the active process of managing multiple projects for the District. All process and deliverables shall be completed in accordance to FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners (G&S) and effective Procedure Memoranda (PMs).

Program management for the District's participation in Risk MAP program will be accomplished through the combined use of District staff and the use of contractors. The contractor will implement the following program management action items:

- Define program management goals including those associated with prioritization and execution of program elements;
- Assist in the annual update of the Risk MAP Business Plan;
- Assist in outreach activities (community meetings, media coordination and mailings);
- Coordinate and/or administer training for Communities affected by the proposed DFIRM updates regarding Risk MAP, the Community Rating System, and Flood Insurance
- Continued development of website to provide widespread access to Risk MAP data, improved risk analysis reporting and generation of reports consistent with Risk MAP goals and datasets
- Maintenance of the SharePoint site and calendars
- Identify roles and responsibilities for all entities contributing to the District's mapping efforts;

- Develop and manage data standards, product specifications, and quality of the products to be used by the communities and other end users;
- Manage and track the progress of the DFIRM projects against schedules and budgets;
- Develop monthly status reports for District use and quarterly status reports that are to be supplied to FEMA Region 4;
- Evaluate program performance and recommend improvements;
- Promote partnerships with local communities through meetings and data mining;
- Provide for program management staff time;
- Development of continuous improvement strategies and innovative technical and building practices;
- Manage Risk MAP discovery and prioritization of projects in collaboration with the District;
- Track production of DFIRM products of District study contractors;
- Assist as needed with interpretation and implementation of Risk Map requirements;
- Develop an effective post storm and/or post disaster flood hazard documentation and assessment procedure that will be utilized to continually assess the accuracy of the Special Flood Hazard Areas (SFHA) on the DFIRMs. This information will be utilized for restudy determination purposes;
- General support activities including those defined in 44CFR, Part 66;
- Risk MAP reviews;
- FEMA mapping coordination (coordination, flood recovery mapping);
- CTP pre-discovery activities.

2.3.1 IT Management System

The IT management systems will be the foundation that the technical management and outreach service components will be built upon. The system is composed of three major modules: the public websites (mentioned in the outreach section), the data management system, and the data repository. Of the three modules, the data repository, accessible through FEMA's MIP, will be the core component. Figure 2-3 illustrates the relationship among the three modules.

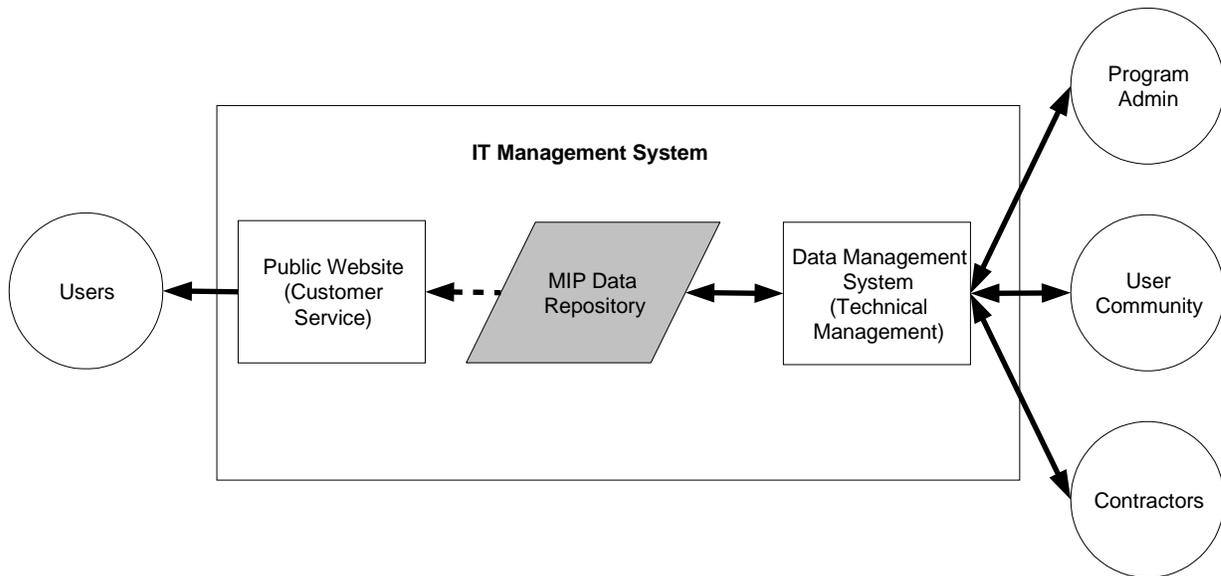


Figure 2-3 The IT Management System

Development of the public websites will continue to be updated for the duration of the Risk MAP program. Of the three modules the public websites have an immediate impact to generate public awareness and manage public expectations. Elements of the MIP data repository will be made available to the public by way of these websites. The District is using an offsite hosting service for the public website through a study consultant tractor to store, disseminate and maintain DFIRM data, and Risk MAP products. In addition, the District website provides links to FEMA for electronic versions of the DFIRMs and Flood Insurance Studies.

2.3.2 Community Outreach

An essential component of the District Risk MAP program is community outreach and customer service to ensure stakeholder support and the proper management of expectations of the overall program. The District will focus its customer service activities through various mechanisms, including interactive websites with community information and status of ongoing projects, in-house and community training programs, and public outreach activities. The website (<http://www.srwmdfloodreport.com/>) is a GIS-enabled system that will allow users to review the current status of existing projects, announcements, complete informational tutorials, and download fact sheets, issue papers, news releases, and other documents. The site also includes a data viewer where DFIRM data is available for viewing and printing maps. All of this assists the user in determining if their property is affected by a flood zone, and descriptions of how to interpret the specific FEMA flood zones. An added feature of the site is the ability of the user to view preliminary flood data that is available. The goal of this site is to help the user identify their flood risk. The objectives for the site are to provide the user with flood zone data, identify risk, and assist the user in determining how far they are from the flood zone. The website will continue to be populated with flood risk data generated during DFIRM studies produced in the course of the Risk MAP program.

In addition to the above activities that promote the ownership of FEMA's flood hazard maps by user communities, there will be additional activities by the District to raise public awareness and participation in the study process. These activities include such activities as a quarterly newsletter, you-tube videos, fact sheets, posts for the District Facebook page, updates to the FEMA material on the District website, advertisements, and outreach meetings with local government officials and the public at each stage of the mapping process. By providing more outreach opportunities directed toward local governments, the District leverages existing data and analyses from local levels. Furthermore, due to increased involvement of citizens and local officials, there is a reduction in the number of appeals and protests to DFIRM products.

The District also proposes continued outreach and coordination with the Northwest Florida Water Management District (NFWFMD) for Risk MAP activities that affect Jefferson County; with the Southwest Florida Water Management District (SWFWMD) for activities that affects Levy and Alachua Counties (these counties lie partially within the jurisdiction of the District). The District and its consultants will also continue coordination with FEMA's contractors assigned to study adjacent watersheds in shared counties with Saint Johns River Watershed Management District (SJRWMD) and continue coordination with the state of Georgia for watersheds that span state boundaries.

Chapter 3 RECOMMENDATIONS FOR MAPPING THROUGH FY26

Unmet needs continue to be documented during the current Risk MAP Program Cycle. Status of recommendations and actions for each watershed are listed below in Figure 3-1.

Figure 3 -1 District Multi-year Plan showing studies in progress and planned studies.

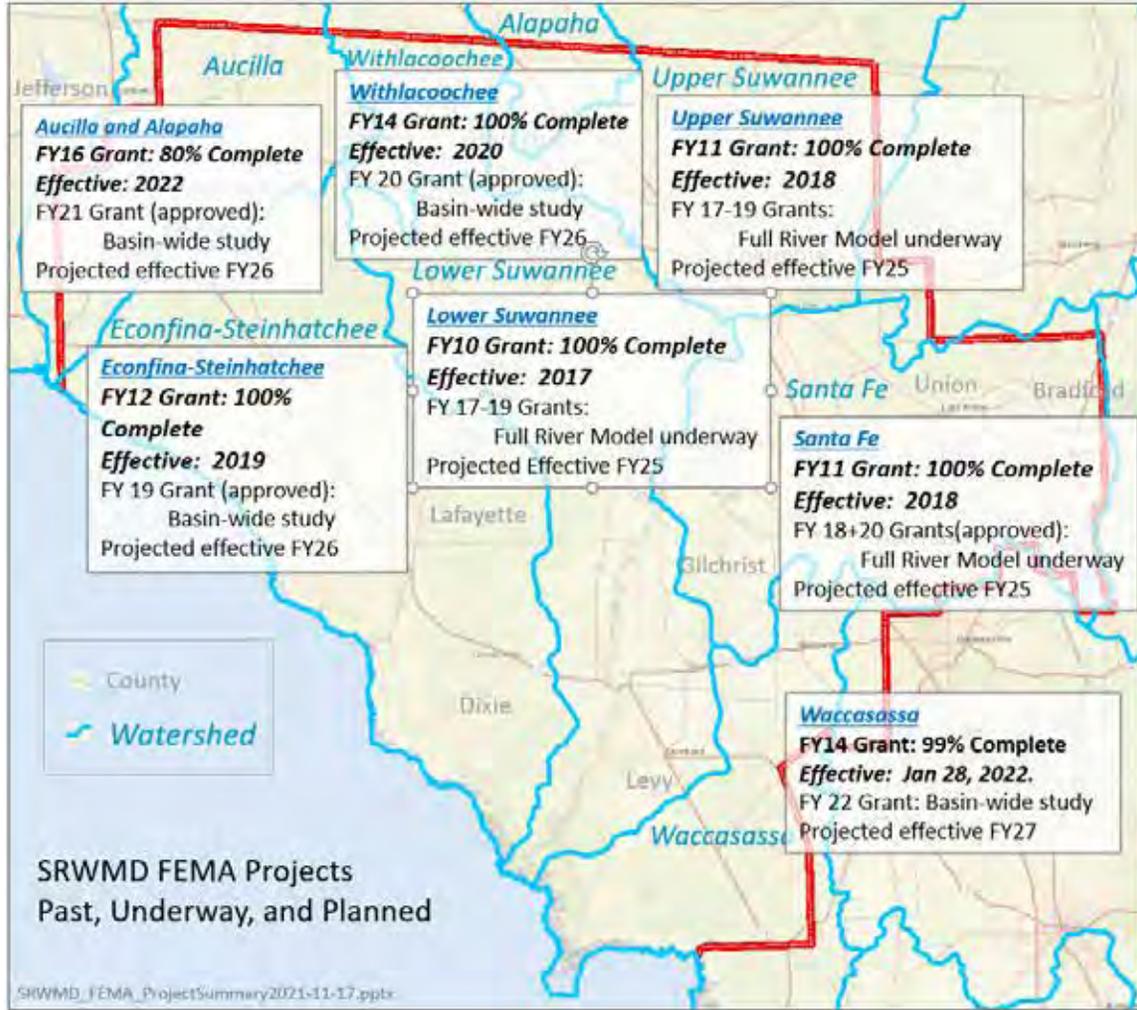


Figure 3-1 shows each watershed of the District. They are being studied for flood risk under RiskMAP in a cycle of 4-7 years per study. The initial cycle comprised smaller study areas, based on limited funding from FEMA, and was focused on community needs. These initial studies are now mostly complete, or will be completed in 2022. They are shown in bold in Figure 3-1. For the second cycle in each watershed, a larger study has been approved (or is being sought under this Business Plan) to do a basin-wide study combining approximate 2D modeling for the overall watershed and detailed 1D modeling of the major river(s) in that watershed if needed. This 2nd cycle of studies is also shown in Figure 3-1. Upon completion of the second cycle (with the Waccasassa study proposed for FY22), a 3rd cycle of

RiskMAP will begin, focusing on any new needs discovered with the basin-wide studies, as well as impact of mitigation actions, and on changes in the communities over the coming years. Over the next 5 years (FY22-FY26) this 3rd cycle of Discovery and Study is proposed for many of the watersheds shown above. The 3rd cycle studies are described below for each coming fiscal year.

Aucilla, Alapaha, and Waccasassa have current studies funded later in cycle 1 and nearing completion in 2022. The second cycle studies of these 3 watersheds are to be funded in FY21 and FY22 and are shown below. Upper Suwannee, Lower Suwannee, Santa Fe, Econfina-Steinhatchee, and Withlacoochee studies have completed effective map releases under the initial cycle. Upper and Lower Suwannee, and Santa Fe are in Risk MAP cycle two, combining community needs with validating all modeled NVUE mileage to ensure up-to-date valid models for all major streams and approximate studies in the watershed. In 2023-2026 funding for a 3rd cycle is anticipated for the Upper and Lower Suwannee, Santa Fe, Econfina-Steinhatchee and Withlacoochee watersheds to account for changes in flooding due to mitigation actions recommended under cycle one, as well as changes due to growth and development.

FY21 Funding (approved) – Studies in Aucilla (03110103) and Alapaha (03110202) Watersheds

Studies and mapping in Aucilla HUC8 basin and Alapaha HUC8 basin in Florida; (scoped under Discovery funded in FY20). Previous studies in the Aucilla and Alapaha are expected to complete by FY22 as FY21 funding becomes available.

In addition, the Aucilla Watershed is one of the watersheds that may be potentially impacted by the Florida Multi-use Corridors of Regional Economic Significance (M-CORES). The M-CORES Suncoast Connector project is listed at floridamcores.com for construction being completed by the end of 2030. Potential impacts of the proposed corridor will need to be considered when identifying new study needs in the Aucilla watershed so initiating Discovery prior to the effective date of the study underway provides lead time.

1. In Aucilla and Alapaha watersheds, additional study is anticipated for map maintenance due to mitigation actions, new growth, community needs, flooding since last studies, new data such as the current statewide LiDAR update, new leverage, and completing unverified NVUE miles (387 mi) . (Aucilla \$1,282,750; Alapaha \$310,000)
2. Expiring CNMS/NVUE miles – 17-point updates to CNMS database for 438 total expiring miles: 97 detailed; 341 approximate (\$36,777)

Enhanced Program Management and COMS to continue outreach activities and continue incorporating training, tracking and web-based map and model management capabilities into the District website; as well as PiMS training costs for District staff (Program Management \$75,000; COMS \$200,000).

Total Funding: \$1,904,527

FY22 Funding – Studies in the Waccasassa (03110101) HUC8 Watershed

Waccasassa watershed's first round of studies initiated in FY15 will go effective in January 2022. FY22 funding would be approved and awarded by the end of FY22, allowing for governing board approval of contracts to initiate new studies in early FY 2023; giving the communities assurance that their voices are being heard and responded to in a timely manner. Likewise, to provide similar responsiveness in the Santa Fe watershed, the next round of Discovery should be funded so that Discovery can commence as previous study results receive community feedback later in FY23.

1. In Waccasassa watershed additional study is anticipated for map maintenance due to mitigation actions, new growth, community needs, flooding since last studies, new LiDAR data, new leverage, and all Tier 0 and Unverified NVUE miles (285 miles Waccasassa). (Waccasassa \$1,098,380). In addition, the M-CORES development corridor may impact the Waccasassa watershed and influence additional community needs.
2. Discovery in the Santa Fe watershed to identify and scope studies to address any new needs. (\$72,000)
3. Expiring CNMS/NVUE miles – 17-point updates to CNMS database for a large number of expiring miles (550) across the District. (\$85,800)

Enhanced Program Management (PM- \$78,000) and community outreach and mitigation strategy (COMS) to continue outreach activities and incorporate training, tracking and updates to the non-regulatory products, model management, maintenance and upgrades to digital infrastructure, as well as fund District staffing needs for attending the annual Partners in Mitigation training (\$200,000). In addition, the District is collaborating with University of Florida on a separate state grant for a Sea Level Rise vulnerability tool. Additional funds (\$86,216) are being sought with FEMA support under the FY22 COMS grant to support integration of the vulnerability tool into the existing flood risk reporting and model management web infrastructure.

Total Funding: \$1,620,396

FY23 Funding – Santa Fe Watershed Studies (03110206)

Completion of current FY18+FY20-funded studies in the Santa Fe Watershed should result in approved preliminary maps in FY24. Funding approval to continue the Risk MAP cycle of studies in Santa Fe Watershed should be sought during FY23, anticipating approval of grant by September 2023, and commencement of a new cycle late in FY24.

1. Additional studies, map updates, and mitigation action recommendations anticipated for map maintenance due to mitigation actions enacted to change flood risk during previous five years, new growth, community needs, and any flooding experienced in the Santa Fe Watershed. (\$1,010,000)
2. Also fund Upper and Lower Suwannee for new Discovery; pending completion of the preliminary maps, public comment, and Resilience meeting held for studies funded under FY17-FY19 grants. Discovery will be based on findings of the previous studies; any mitigation actions completed during the previous study; new community growth; and newly identified community needs highlighted by any major flooding events since 2019 (\$136,000).
3. Expiring 139 CNMS/NVUE miles across the District estimate for 17-point updates (\$21,684)

Enhanced Program Management and COMS MAS to continue outreach activities and incorporating training, tracking and web-based map and model management capabilities into the District website, as well as partially fund District staffing needs for Risk MAP programs (COMS: \$200,000; Program Management: \$83,000).

Total Funding: \$1,450,684

FY24 Funding – Studies in Upper (03110201) and Lower Suwannee (03110205) HUC8 Watershed

Anticipating the completion of the FY17-19-funded studies in the Upper and Lower Suwannee watersheds in FY25, the Risk MAP cycle in these watersheds should circle back and be ready to study areas identified by communities as needing further study. FY24 funding would be approved and awarded by the end of FY24, allowing for governing board approval of contracts to initiate new studies in the FY25, as soon as the 2nd round studies and new Discovery is complete. This gives the communities assurance that their voices are being heard and responded to in a timely manner. Likewise, to provide similar responsiveness in the Econfina-Steinhatchee watershed, the next round of Discovery should be undertaken there as the previous study completes review and acceptance of preliminary maps.

1. Upper and Lower Suwannee Watersheds: Additional study of each watershed is anticipated for map maintenance due to any flood reduction attributable to mitigation actions over the previous 5 years, new growth, other community needs, new data; or new flooding experienced since last studies. (Upper Suwannee: \$650,000; Lower Suwannee: \$750,000).
2. Discovery in the Econfina-Steinhatchee watershed to identify and scope studies to address any new needs. (\$72,000)
3. Expiring CNMS/NVUE miles forecast for FY24 = 0

Enhanced Program Management and community outreach and mitigation strategy (COMS) to continue outreach activities and incorporate training, tracking and updates to the non-regulatory products, model management, maintenance and upgrades to digital infrastructure, as well as fund District staffing needs for attending the annual Partners in Mitigation training (\$288,000).

Total Funding: \$1,760,000

FY25 Funding – Econfina-Steinhatchee Watershed Studies (03110102)

Completion of FY19-funded studies in the Econfina-Steinhatchee Watershed should result in new effective maps by July 2025. Funding approval to continue the Risk MAP cycle in the Watershed should be sought during FY25, anticipating approval of grant by September 2025, and commencement of a new cycle in 2026.

The Econfina-Steinhatchee watershed lies within the study area for the Florida Multi-use Corridors of Regional Economic Significance (M-CORES) Suncoast Connector project and may be potentially impacted by the corridor. That project is listed at floridamcores.com for construction being completed by the end of 2030. Any potential impacts of the proposed corridor will need to be considered when identifying study needs in the watershed.

1. Additional studies, map updates, and mitigation action recommendations anticipated for map maintenance due to mitigation actions enacted to change flood risk during previous five years, new growth, community needs, and any flooding experienced in the Econfina-Steinhatchee Watershed. (\$765,000)
2. Discovery in the Withlacoochee and Waccasassa watersheds to identify and scope studies to address any new needs from communities or changes based on mitigation actions in the watersheds. (\$136,000)
3. Expiring CNMS/NVUE miles across the District estimate (\$10,140)

Enhanced Program Management and COMS MAS to continue outreach activities and incorporating training, tracking and web-based map and model management capabilities into the District website, as well as partially fund District staffing needs for Risk MAP programs (Program Management \$93,000; COMS \$200,000).

Total Funding: \$1,204,340

FY26 Funding – Withlacoochee Watershed Studies (03110203)

Completion of FY20-funded studies in the Withlacoochee Watershed should result in new effective maps by December 2025 (Early FY26). Funding approval to continue the Risk MAP cycle in the Watershed should be sought during FY26, anticipating approval of grant by September 2026. A new cycle of studies, based on the findings of the FY20-funded study and on new community needs, and Discovery funded under FY25 can then begin in late FY26, early FY27.

The Withlacoochee watershed lies within the study area for the Florida Multi-use Corridors of Regional Economic Significance (M-CORES) Suncoast Connector project and may be potentially impacted by the corridor. That project is listed at floridamcores.com for construction being completed by the end of 2030. Any potential impacts of the proposed corridor will need to be considered when identifying study needs in the watershed.

1. Additional studies, map updates, and mitigation action recommendations anticipated for map maintenance due to mitigation actions enacted to change flood risk during previous five years, new growth, community needs, and any flooding experienced in the Withlacoochee Watershed. (\$563,710)

2. Discovery in the Aucilla and Alapaha watersheds to identify and scope studies to address any new needs based on mitigation actions and community, community growth, or M-CORES corridor decisions since FY21. (\$98,000)
3. Expiring CNMS/NVUE 12 miles across the District estimate (\$1,920)

Enhanced Program Management and COMS MAS to continue outreach activities and incorporating training, tracking and web-based map and model management capabilities into the District website, as well as partially fund District staffing needs for Risk MAP programs (Program Management \$98,000; COMS \$200,000).

Total Funding: \$961,630

Chapter 4

GEOSPATIAL DATA COORDINATION

Through Circular A-16, the Office of Management and Budget (OMB) directs Federal agencies that produce, maintain or use spatial data to participate in the development of the National Spatial Data Infrastructure (NSDI). The goal of the NSDI is to reduce duplication of effort among agencies; improve quality and reduce costs related to geographic information; make geographic data more accessible to the public; increase the benefits of using available data; and establish key partnerships with cities, counties, states, tribal nations, academia and the private sector to increase data availability.

To help realize this goal, FEMA has developed a Geospatial Data Coordination Policy and a plan for implementing that policy. In support of the policy, metadata catalogs and other tools will provide access to the data holdings of FEMA's flood mapping program through various portals of the NSDI.

4.1 SRWMD Geospatial Coordination

The District is currently implementing portions of the items contained in the Geospatial Data Coordination Policy. The District is acquiring existing data for use in the development of the DFIRM and ensuring that the data is FGDC compliant. The District is currently utilizing existing USGS digital orthoquads and topographic data. To date, other digital photo data or topographic data has not been utilized.

As part of the Map Modernization and Risk MAP process, the District is also developing digital database and metadata information for use by other agencies or the public. In addition to providing this information on the MIP, the District will also provide this information to the NSDI clearinghouse.

In accordance with FEMA's *Geospatial Data Coordination Policy*, dated August 23, 2005, and FEMA's current *Geospatial Data Coordination Implementation Guide*, all District geospatial data will be "coordinated, collected, documented and reported with standardized, complete and current information in compliance with Federal geospatial data reporting standards." This will entail the following:

- Posting planned projects to appropriate systems for coordination;
- Identifying existing data;
- Acquiring existing data;
- Building partnerships for the creation of new data; and
- Documenting and standardizing data.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Leroy Marshall, Chief, Office of Agriculture and Environmental Projects

THRU: Amy Brown, Deputy Executive Director, Division of Water Resources

DATE: November 16, 2021

RE: Agreements with the Florida Department of Environmental Protection to Receive Springs Grant Funds and to Enter into Cooperative Agreements

RECOMMENDATION

Authorize the Executive Director to enter into agreements with the Florida Department of Environmental Protection to receive Springs Grant Funds and to enter into agreements with the appropriate entities to implement the projects.

BACKGROUND

On November 8, 2021, Governor DeSantis authorized \$67 million for springs protection grants as part of \$481 million of grant funding through three funding sources.

District staff collaborated with local governments and interested stakeholders throughout the 15-county area and invited them to submit spring protection and restoration project concepts. At the April 14, 2021 Governing Board meeting, the Board approved on the consent agenda for District staff to submit eight projects to the Florida Department of Environmental Protection (FDEP) for Springs Grant Funding consideration.

The District will receive \$10,816,225 in state Springs Grant Funding for five new projects and \$3,540,000 for two multi-year commitment projects.

Attached is a list of the projects approved for Springs Grant Funding. The District or the FDEP will enter into agreements on the projects listed in the attached spreadsheet. Funding for these projects is included in the Fiscal Year 2021-2022 Final Budget.

LM/tm
Attachment

SRWMD FY 2021 2022 SPRINGS GRANTS

Project Name	Cooperator	FDEP Grant Amount	Local Match / Other match /or in-kind	Total Funding for Project	Project Description	Water Saved (MGD)	Nitrogen Load Reduction lbs./yr.	Acres preserved
Rembert Property Conservation Easement	Alachua County EPD	\$1,000,000	\$1,000,000	\$2,000,000	Conservation easement to protect 718 acres near Mill Creek Sink in the Santa Fe BMAP to reduce nutrient loads.	0.0445	26	718
Telford Springs Land Acquisition	SRWMD	\$879,625	\$255,375	\$1,135,000	District acquisition of 94 acres for conservation and public access to a 2nd magnitude spring. Spring has a TMDL for Nitrate.			94
Adams Springs Acquisition and Restoration	Tall Timbers, Inc.	\$2,200,000	\$76,260	\$2,276,260	Land use change and District acquisition to prevent further development. Impounded springs will be restored to natural flow.			231
High Springs WWTF Expansion *	High Springs, City of	\$2,582,500	\$290,000	\$2,872,500	Expansion of the existing waste water treatment facility from 0.24 to 0.48 mgd capacity	0.23	4,278	
High Springs WWTF Expansion *	High Springs, City of	\$4,154,100	\$0	\$4,154,100	Completion of the Phase 1 Infiltrative wetlands, plant expansion and the Phase 2 wetlands.			
TOTAL		\$10,816,225						

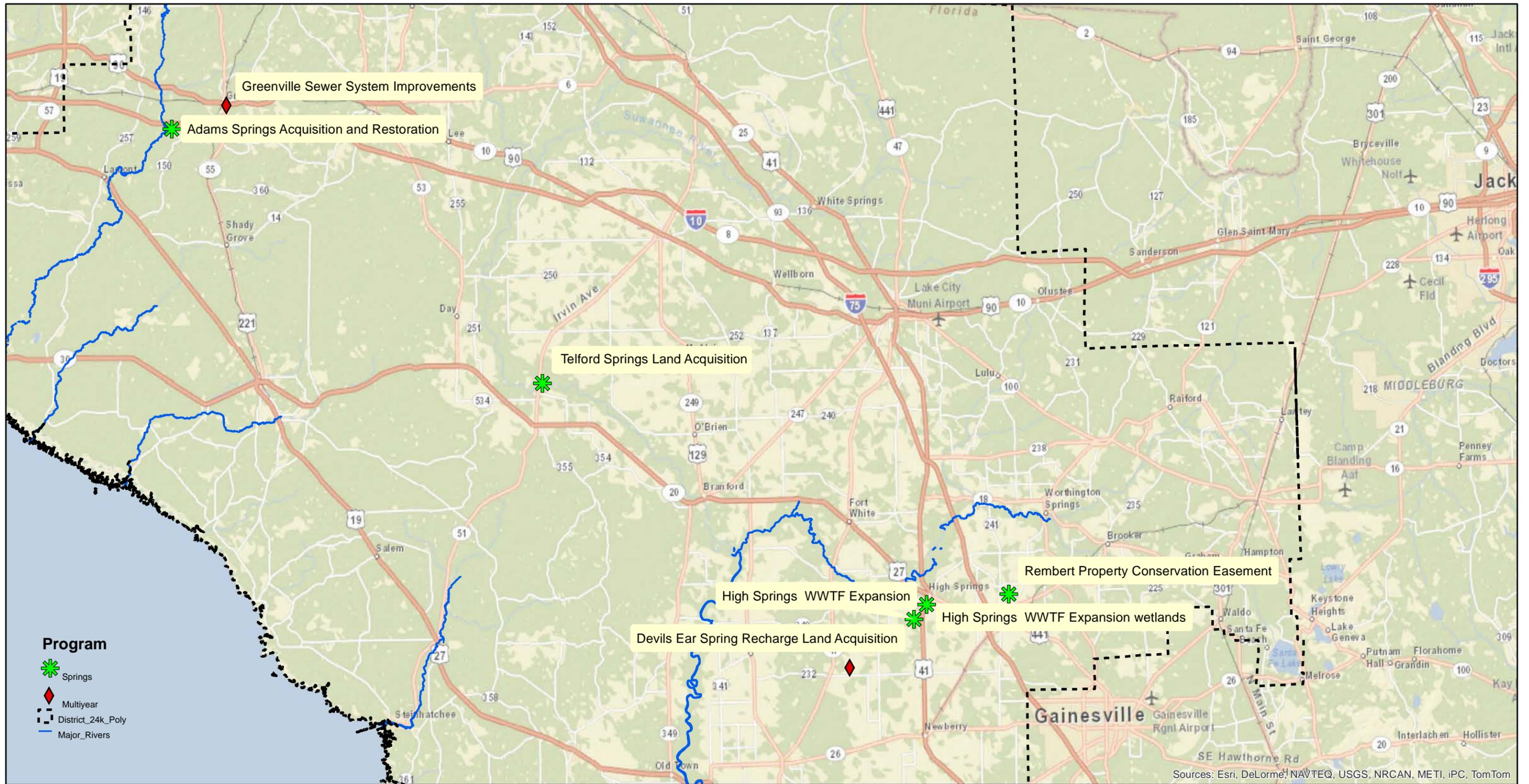
* Note - benefits are combined for the facility

FY 2021 2022 Springs Grants Multi-Year Funding of previously approved projects

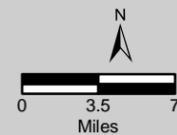
The following projects are contracted directly between FDEP and the Cooperator

Project Name	Cooperator	FDEP Grant Amount	Prior funding	Total Funding for Project	Project Description
Greenville Sewer System Improvements	Greenville, City of	\$2,540,000	\$4,200,000	\$6,740,000	This is the third year of the multi-year funds to expand the central sewer system to the Phase 3 area and remove existing septic systems.
Devil's Ear Spring Recharge Land Acquisition Project (Multi-Year funding)	Alachua Conservation Trust (ACT)	\$1,000,000	\$1,000,000	\$2,000,000	Conservation easement within the Devil's Ear Spring (OFS) PFA in the Santa Fe River BMAP. This is about 2% of the total acreage of the Devil's Complex PFA. Approximately 75% of the property is considered to have high recharge value. Currently the property is used for timber and will be monitored by ACT.
TOTAL		\$3,540,000			

Abbreviation	Description
MGD	Million Gallons per Day
lbs./yr.	Pounds per year
PFA	Priority Focus Area
BMAP	Basin Management Action Plan
OFS	Outstanding Florida Spring
EPD	Environmental Protection Department



FY 2021-22 SPRINGS PROJECTS



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 11/16/2021

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Leroy Marshall, Chief, Office of Agriculture and Environmental Projects

THRU: Amy Brown, Deputy Executive Director, Division of Water Resources

DATE: December 3, 2021

RE: Amendment to Contract #19/20-117 with the City of Madison for Cost Share Assistance with the Lake Francis Sediment Control Project

RECOMMENDATION

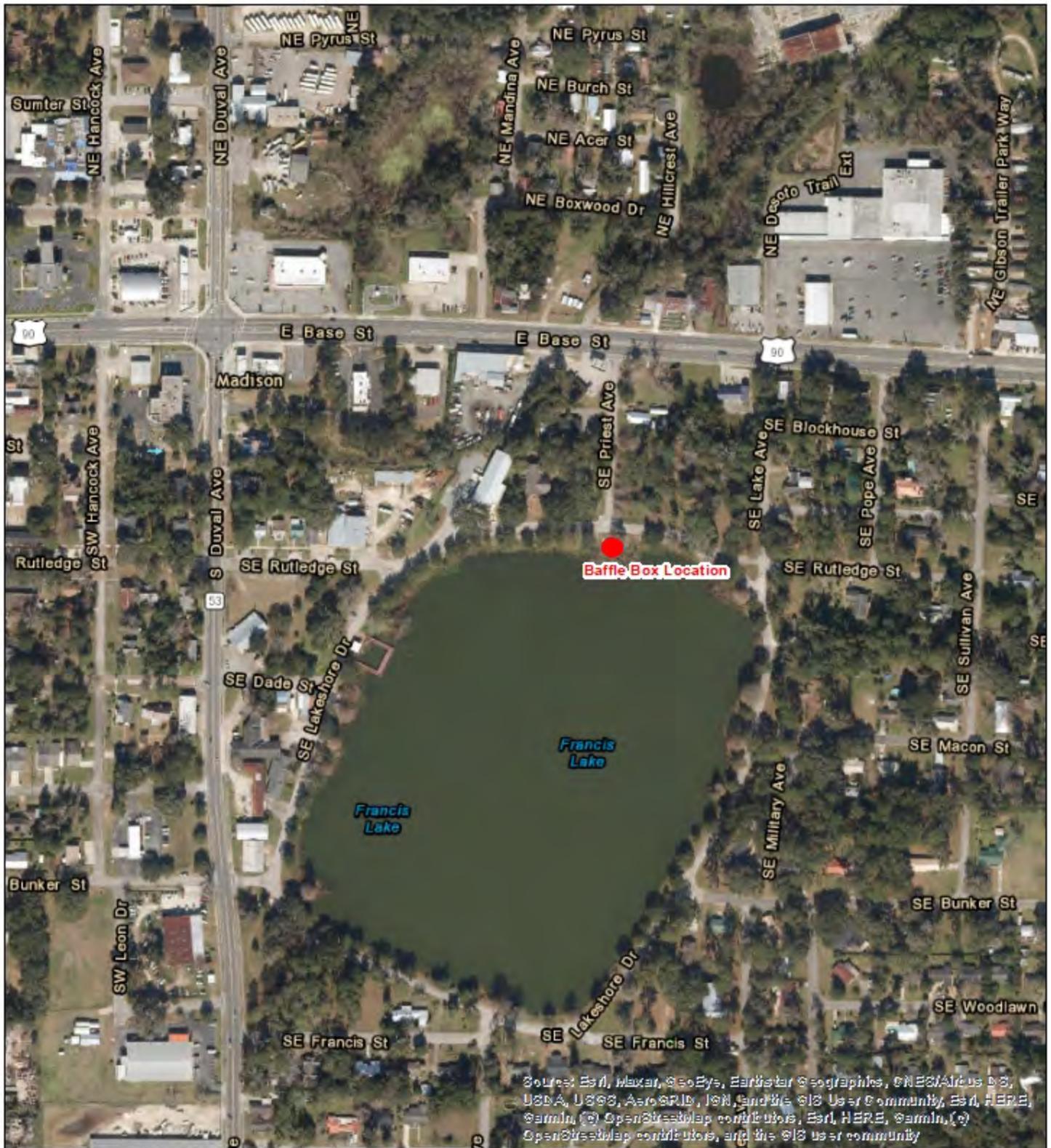
Authorize the Executive Director to execute an amendment to Contract 19/20-117 – Cost Share Assistance – Lake Francis Sediment Control to increase the contract amount to a cost not to exceed \$97,566 and extend the contract until February 20, 2023.

BACKGROUND

The District entered into Contract 19/20-117 on February 20, 2020 with the City of Madison to provide cost-share assistance for installing a nutrient separating baffle box at an inflow pipe to Lake Francis. This project will reduce nutrients and improve water quality in a lake that has been experiencing algal blooms. The first amendment was a no cost time extension until February 20, 2022. The city needed to hire an engineering firm to help with permitting and engineering. The process of choosing and hiring the engineering firm delayed the project. There is also uncertainty in when the structure can be delivered. Because of these reasons, the project needs to be extended until February 20, 2023. The original contract was for \$80,000 from a District RIVER grant and a \$7,351 in-kind match from the city. The contract included the price of a baffle box as well as engineering, surveying, and permitting services. The price of the baffle box has increased to \$73,950 causing the \$17,566 increase. Florida Department of Transportation has agreed to perform work to install the structure free of charge.

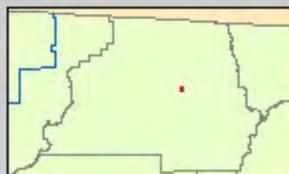
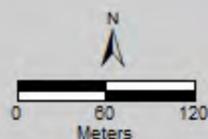
Funds are included in the FY 2022 Final Budget under code 53-6930-7-2300-32-03.

LM
Attachment



Lake Francis Baffle Box

Madison, FL



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 11/15/2021

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, Director, Division of Resource Management

THRU: Amy Brown, Deputy Executive Director, Division of Water Resources

DATE: November 30, 2021

RE: Rulemaking to Amend Rule 40B-8.121, Florida Administrative Code, to add Lake Alto and Lake Santa Fe Minimum Surface Water Levels

RECOMMENDATION

Authorize staff to amend District minimum flows and water levels rule 40B-8.121, Florida Administrative Code for the Lake Alto and Lake Santa Fe Minimum Surface Water Levels.

BACKGROUND

This recommended rulemaking includes publishing a Notice of Rule Development, publishing a Notice of Proposed Rule, and filing the proposed rules and any changes that do not change the intent of the rulemaking with the Department of State if no objections are received. It also includes authorizing the Executive Director to certify that violations of the rules would not be minor violations pursuant to section 120.695, Florida Statutes.

The minimum water levels for Lakes Alto and Santa Fe are set for establishment in 2022 on the District's Minimum Flows and Minimum Water Levels (MFL) Priority List and Schedule. Rule 40B-8.121, F.A.C., Minimum Surface Water Levels for Lakes, became effective on August 9, 2021, with the Lake Butler MFL; and will be amended to include new defined terms and MFLs for the additional lakes. Staff has determined that the lakes are not in a prevention or recovery status, therefore, the requested rulemaking will have no adverse impact on the regulated public.

A copy of the proposed rule language is attached for reference.

WZ/AB/pf
Attachment

40B-8.121 Minimum Surface Water Levels for Lakes.

(1) The following terms, as used in this rule, shall have the following meanings:

(a) “Minimum Average” means the surface water level or flow necessary over a long period to maintain the integrity of hydric soils and wetland plant communities.

~~(b)~~ “Minimum Frequent High” means a chronically high surface water level or flow with an associated frequency and duration that allows for inundation of the floodplain at a depth and duration sufficient to maintain wetland functions.

~~(c)~~ “Minimum Frequent Low” means a chronically low surface water level or flow that generally occurs only during periods of reduced rainfall. This level is intended to prevent deleterious effects to the composition and structure of floodplain soils, the species composition and structure of floodplain and instream biotic communities, and the linkage of aquatic and floodplain food webs.

~~(d)~~ “Seasonally Flooded” means a hydroperiod category where surface water is typically present for extended periods (30 days or more) during the growing season, resulting in a predominance of submerged or submerged and transitional wetland species. During extended periods of normal or above normal rainfall, lake levels causing inundation are expected to occur several weeks to several months every one to two years.

~~(e)~~ “Semi-Permanently Flooded” means a hydroperiod category where surface water inundation persists in most years. When surface water is absent the water table is usually near the land surface. In many lakes with emergent marshes this water level is near the lower elevation that supports emergent marsh or floating vegetation and peat substrates, or other highly organic hydric substrates. This characterization may not be true for herbaceous wetlands around sandhill type lakes, which often have emergent vegetation that follows declining water levels to below the lower elevation of peat substrate. Water levels causing inundation are expected to occur approximately eighty percent of the time over a long-term period of record. Exposure of these ground elevations is expected to re-occur, on average, about every five to ten years for extended periods (several or more months) during moderate droughts.

(f) “Typically Saturated” means a hydroperiod category where, for extended periods of the year, the water level should saturate or inundate. This condition results in saturated substrates for periods of one-half year or more during non-flooding periods of typical years. Water levels causing inundation are expected to occur fifty to sixty per cent of the time over a long-term period of record. This water level is expected to have a recurrence interval, on the average, of one or two years over a long-term period of record. Obligate wetland plant species are expected to be predominate near this water level.

(2) The following minimum surface water levels are established:

Water Body Name	County (Latitude/ Longitude)	Minimum Level	Level (Feet NAVD)	Event	Hydroperiod Category	Duration (Days)	Return Interval (Interval Measurement Period)
Lake Butler	Union (30°02'00"N/ 082°20' 12"W)	Minimum Frequent High	129.55	Flooding	Seasonally flooded	30	2 years (June 1 to May 31)
		Minimum Frequent Low	127.30	Exposure	Semi-permanently flooded	120	5 years (October 1 to September 30)
Lake Alto	Alachua (29°46'43"N/0 82°08' 38"W)	Minimum Frequent High	140.20	Flooding	Seasonally flooded	14	2.5 years (June 1 to May 31)
		Minimum Average	138.89	Exposure	Typically saturated	180	1.7 years (October 1 to September 30)
		Minimum Frequent Low	137.52	Exposure	Semi-permanently flooded	120	5 years (October 1 to September 30)
Lake Santa Fe	Alachua (29°44'45"N/0 82°04' 45"W)	Minimum Frequent High	140.06	Flooding	Seasonally flooded	14	2.5 years (June 1 to May 31)

Water Body Name	County (Latitude/ Longitude)	Minimum Level	Level (Feet NAVD)	Event	Hydroperiod Category	Duration (Days)	Return Interval (Interval Measurement Period)
		<u>Minimum Average</u>	<u>137.89</u>	<u>Exposure</u>	<u>Typically saturated</u>	<u>180</u>	<u>1.7 years (October 1 to September 30)</u>
		<u>Minimum Frequent Low</u>	<u>136.52</u>	<u>Exposure</u>	<u>Semi-permanently flooded</u>	<u>120</u>	<u>5 years (October 1 to September 30)</u>

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.103 FS. History--New 8-9-21, Amended [DATE].

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Emily Ducker, Water Supply Program Manager, Office of Water Supply

THRU: Amy Brown, Deputy Executive Director, Division of Water Resources

DATE: November 30, 2021

RE: Task Work Assignment for Contract 19/20-031 with Water & Air Research Inc.

RECOMMENDATION

Authorize the Executive Director to approve a task work assignment with the Water & Air Research Inc. Team through GIS Associates to develop small-area population projections for counties in the Western Planning Region for an amount not to exceed \$29,986.16.

BACKGROUND

The Suwannee River Water Management District (District) requires population projections to support water supply planning, permitting, and hydrologic modeling. The Water & Air Research Team, through GIS Associates (GISA), develops GIS models that produce defensible and updateable small-area population estimates and projections that meet these needs.

The District recently contracted with the Water & Air/GISA team to produce small-area estimates of current (2020) population and maximum “build-out” projections for the District’s Western Planning Region, including Dixie, Jefferson, Lafayette, Levy, Madison, and Taylor counties. The purpose of the first task (TWA 19/20-031.006 for \$2,735.25) was to review the Dixie County property appraiser parcel dataset, which was a preliminary analysis for small-area population estimation for Dixie County. The purpose of the second task (TWA 19/20-031.008 for \$27,258.00) was for population estimation and build-out projection model development. This task incorporated data from public supply utilities, county property appraiser data, and future land use data to build a population model that can produce refined population estimates and projections in the Western Planning Region.

This TWA will build on that foundation to develop small-area projections of future permanent and seasonal residents. These will be generated using a GIS-based model which leverages property parcel data, land use, and other site-specific considerations to develop population estimates and projections consistent with the Bureau of Economic and Business Research (BEBR) official county estimates and projections.

The resulting estimates and projections can then be summarized by any geographic units desired (water utility, city, county, watershed, etc.). GISA will use the latest available data, including property parcels, land use, future land use, large planned developments, road networks, public lands, census data, and BEBR estimates and projections. The model and its results will be documented, based on widely accepted professional standards, and defensible.

EJD/pf