

MEMORANDUM

TO: Governing Board

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

DATE: December 28, 2012

RE: Authorization to Enter into a Memorandum of Understanding with the Florida Fish & Wildlife Commission (FWC) on the Bell Springs Restoration Project and Approval of Resolution 2012-74 Declaring the Bell Springs Restoration Project in Columbia County as an Environmental Restoration and Enhancement Project

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a Memorandum of Understanding (MOU) with the FWC in order to outline the commitments of each agency on the Bell Springs restoration project and recommends the approval, during public hearing, of Resolution 2012-74 declaring the Bell Springs restoration project as an environmental restoration and enhancement project.

BACKGROUND

The historic spring run that connected Bell Spring to the Suwannee River has been altered by the installation of four berms and three ponds interconnected by culverts. The District is working with the FWC on a project to restore the natural spring run by removing these berms and reestablishing the historic flow from the spring to the Suwannee River.

In order to begin the process of this restoration, a Memorandum of Agreement must be executed which outlines the responsibilities of each agency for this project. Under this agreement, the FWC will be responsible for implementing the construction phase of the project which was estimated to be \$55,000. The District will be responsible for the design and permit phase. The District's financial commitment for design has been budgeted at \$10,000 for the 2013 fiscal year.

As for the Resolution, Florida Department of Environmental Protection (DEP) rule 62-341.485(2)(b), Florida Administrative Code, requires that the Governing Board approve the project as a restoration and enhancement project during a public hearing. This approval will satisfy the conditions of that rule and will allow staff to apply for a Noticed General Permit through DEP.

The proposed resolution, draft MOU and a project map follow this memorandum.

PW/rl

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
RESOLUTION NO. 2012-74**

**DESIGNATION of BELL SPRINGS RESTORATION PROJECT IN COLUMBIA
COUNTY AS AN ENVIRONMENTAL RESTORATION AND ENHANCEMENT
PROJECT**

WHEREAS, The Suwannee River Water Management District is proposing to restore the historic spring run connection from Bell Spring to the Suwannee River by removing existing berms and culverts, thus restoring natural hydrology; and

WHEREAS, in accordance with Chapter 62-341.485(2)(b), Florida Administrative Code, in order to obtain a Noticed General Permit from the Department of Environmental Protection, the Governing Board of the Suwannee River Water Management District must declare the project an environmental restoration and enhancement project.

PASSED AND ADOPTED THIS 8th DAY OF January, 2013 A.D.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
ALPHONAS ALEXANDER, VICE-CHAIRMAN
DONALD R. CURTIS, III, TREASURER
KEVIN BROWN
GEORGE COLE
GARY F. JONES
VIRGINIA JOHNS
CARL MEECE
GUY WILLIAMS, JR.**

ATTEST:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter this “MOU”) is made and entered into effective this _____ day of _____, 2012, by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373 of the Florida Statutes, (hereinafter referred to as the “DISTRICT”), and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, an agency of the State of Florida as provided in Art. IV, § 9, Fla.Const. (hereinafter the “COMMISSION”)

RECITALS

WHEREAS, the DISTRICT presently owns a certain parcel of real property in Columbia County, Florida containing approximately 54 acres and addressed as 1245 NW Morrell Drive, White Springs, Florida 32096 (hereinafter the “BELL SPRINGS TRACT”); and,

WHEREAS, the BELL SPRINGS TRACT is adjacent to the Suwannee River and located on the BELL SPRING TRACT is Bell Spring, (hereinafter “BELL SPRING”) a fourth magnitude spring which discharges approximately 350 gallons of water per minute or 180 million gallons of water per year via a natural spring run into the Suwannee River; and,

WHEREAS, the BELL SPRING presently is in need of certain improvements to restore the ecological integrity of BELL SPRING and restoration, including, without limitation, earthmoving to restore the natural grade and contours of the original spring run and restoration of the natural vegetation around BELL SPRING (hereinafter the “BELL SPRING PROJECT”); and,

WHEREAS, the DISTRICT and the COMMISSION both agree that the BELL SPRING PROJECT will benefit the people of the State of Florida through enhancement of the fish and wildlife habitat and water quality and each desire to work cooperatively and are willing to fund and perform a portion of the BELL SPRINGS PROJECT; and,

WHEREAS, the parties have reached an agreement with regards to the above and wish to commit their agreement to writing and thereby create a legally enforceable agreement between them.

NOW THEREFORE in consideration of the above recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and the COMMISSION hereby agree as follows:

1. RECITALS. The above recitals are hereby incorporated herein as an integral part hereof.
2. THE BELL SPRINGS PROJECT. The BELL SPRINGS PROJECT shall consist of the following:
 - 2.1 Removal of the four earthen dams which partition the spring run into three

segments and otherwise restoring the natural grade and contours of the original spring run channel to the greatest extent practical. This will be accomplished with traditional earth moving equipment.

2.2 Transplanting native vegetation along the edges of the restored spring run to enhance habitat and prevent erosion.

3. RESPONSIBILITIES OF THE COMMISSION: In regards to the restoration of BELL SPRINGS, the COMMISSION commits to and shall:

3.1 Solicit, procure and fully fund topographic survey of project site and provide final drawings and data files to DISTRICT's Project Manager.

3.2 Provide input and assistance with development of restoration design alternatives.

3.3 Solicit, procure and fully fund construction services for final design alternative and landscaping and provide "as built" drawings upon completion of the project.

3.4 Coordinate with the DISTRICT's Project Manager to perform oversight during construction.

4. RESPONSIBILITIES OF THE DISTRICT: In regards to the restoration of BELL SPRINGS, the DISTRICT commits to and shall:

4.1 Provide engineering and design services for the development of restoration site plans and provide all necessary construction specifications and drawings, including detailed plans for erosion control and native vegetative planting, required for the procurement of construction services to the COMMISSION.

4.2 Secure all local, state and federal permits required for construction activities associated with restoration project.

4.3 Provide authorization and access to the COMMISSION and their consultants and contractors for the purpose of survey and construction services on the site.

4.5 As built certification.

5. NO THIRD PARTY BENEFICIARIES. The provisions of this MOU are for the sole and exclusive benefit of the DISTRICT and the COMMISSION. No provision of this MOU will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights hereunder.

6. MOU NOT TO BE RECORDED. Neither this MOU nor any notice hereof shall be recorded in the public records of any County.
7. MOU SHALL NOT CONVEY PROPERTY RIGHTS NOR CREATE LIENS NOR SECURITY INTERESTS. Notwithstanding anything else herein to the contrary, this MOU shall not be deemed to convey any property right in the DISTRICT PROPERTY nor create any lien on nor security interest in the DISTRICT PROPERTY.
8. ENTIRE AGREEMENT. This written document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
10. AMENDMENT, REVOCATION OR ABANDONMENT OF THIS MOU. This MOU may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this MOU.
11. MOU NOT TO BE CONSTRUED AGAINST EITHER PARTY. This MOU is the product of negotiation between the parties, thus the terms of this MOU shall not be construed against either party as the drafter.
12. CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
13. AUTHORITY. Each person signing this MOU warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.
14. MOU CONTINGENT ON GOVERNING BOARD APPROVAL. Notwithstanding anything else herein to the contrary, this MOU shall not be binding on any party and shall have no effect unless and until this MOU is fully executed and approved by written resolution of the DISTRICT's governing board.

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

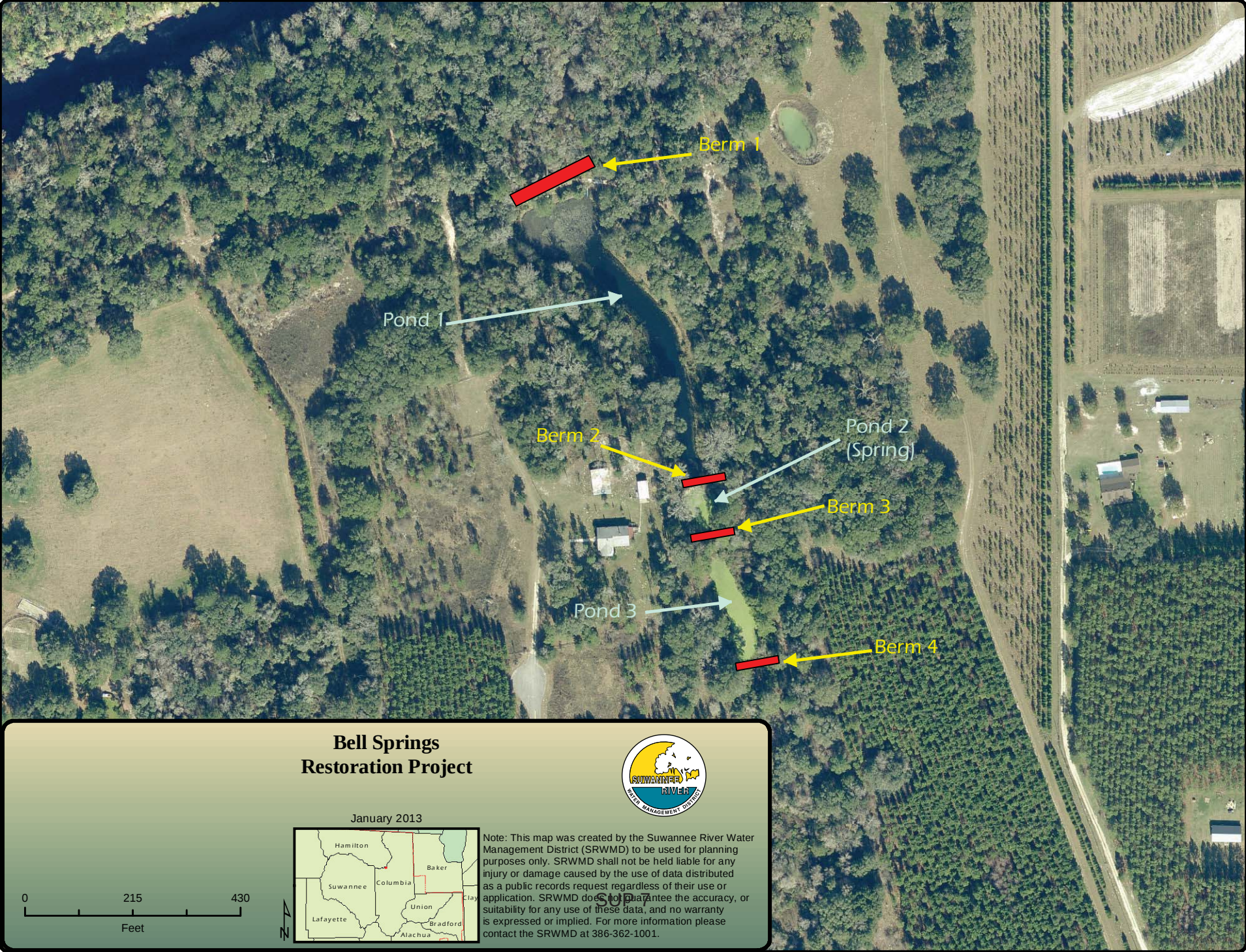
SUWANNEE RIVER WATER MANAGEMENT
DISTRICT

By: _____
Ann Shortelle, PhD.
As its Executive Director

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

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____
Nick Wiley
As its Executive Director



Bell Springs Restoration Project



January 2013



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

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Feet

North Arrow