

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

OPEN TO THE PUBLIC

August 13, 2013
9:00 a.m.

District Headquarters
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Additions, Deletions, or Changes to the Agenda
4. Approval of Agenda
5. Items Recommended on Consent
 - Agenda Item 7 - Approval of Minutes for July 9, 2013 Governing Board Meeting and Workshop
 - Agenda Item 10 - Approval of June 2013 Financial Report
 - Agenda Item 19 - Assignment of Communications Site Lease Agreement and Transfer of Revenues to Suwannee Water and Sewer District
 - Agenda Item 24 - Water Use Permit Application Number 2-02-00144.003, Davis and Son Farms, Alachua County
 - Agenda Item 25 - Water Use Permit Application Number 2-08-00040.003, Music Pivots, Suwannee County
 - Agenda Item 26 - Water Use Permit Application Number 2-11-00005.002, Jackson Pivot Gamble, Suwannee County
 - Agenda Item 27 - Water Use Permit Application Number 2-91-00093.003, Jackson Pivot 3, Suwannee County
 - Agenda Item 28 - Water Use Permit Application Number 2-98-00065.002, Iris M. Holder, Alachua County
 - Agenda Item 29 - Water Use Permit Application Number 2-97-00037.002, Quincey Cattle Company, Levy County
6. Approval of Recommended Consent Items
7. Approval of Minutes –July 9, 2013 Governing Board Meeting and Workshop – **Recommend Consent**
8. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
 - B. Branford FFA Presentation/Speech by Sara Humphreys
 - C. Cooperating Agencies and Organizations
 - D. Public Comment
9. Legal Matters
 - Agenda Item 37 – El Rancho No Tengo, Inc. Update

BUREAU OF ADMINISTRATIVE SERVICES

Dave Dickens, Manager

- AS Page 1 10. Approval of June Financial Report– **Recommend Consent**
- AS Page 4 11. Recommended Insurance Providers
- AS Page 5 12. Declaration of Surplus Mobile Equipment and Disposition to R. O. Ranch
- AS Page 6 13. Declaration of Surplus Mobile Equipment and Disposition
- AS Page 7 14. Approval of Oracle Licensing and e-Permitting Web Site Hosting

DIVISION OF LAND RESOURCES

Charles H. Houder, III, Director

- LR Page 1 15. Otter Springs Park and Campground Fiscal Year 2014 Budget
- LR Page 7 16. Right of First Refusal, Warner-Harrell Conservation Easement, Suwannee County
- LR Page 45 17. Approval and Execution of Utility Easements and two Supplemental Easements to Progress Energy in Madison and Taylor Counties and Acceptance of two Access Easements from Progress Energy
- LR Page 60 18. Approval of an Easement and Quit Claim Deed for Ingress, Egress, Maintenance and Utilities to Dixie County
- LR Page 63 19. Assignment of Communications Site Lease Agreement and Transfer of Revenues to Suwannee Water and Sewer District - **Recommend Consent**
- LR Page 65 20. Land Resources Activity Summary

DIVISION OF WATER SUPPLY

Carlos Herd, P.G., Director

- WS Page 1 21. Water Supply Contracts Update

DIVISION OF WATER RESOURCES

Erich Marzolf, Ph.D., Director

- WR Page 1 22. Three-month Extension of Contract 10/11-003 with Water and Air Research, Inc.
- WR Page 3 23. Agricultural Water Use Monitoring Update

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

- RM Page 1 24. Approval of Water Use Permit Application Number 2-02-00144.003, Davis and Son Farms, Alachua County - **Recommend Consent**
- RM Page 10 25. Approval of Water Use Permit Application Number 2-08-00040.003, Music Pivots, Suwannee County - **Recommend Consent**
- RM Page 19 26. Approval of Water Use Permit Application Number 2-11-00005.002, Jackson Pivot Gamble, Suwannee County - **Recommend Consent**
- RM Page 28 27. Approval of Water Use Permit Application Number 2-91-00093.003, Jackson Pivot 3, Suwannee County - **Recommend Consent**
- RM Page 37 28. Approval of Water Use Permit Application Number 2-98-00065.002, Iris M. Holder, Alachua County - **Recommend Consent**
- RM Page 46 29. Approval of Water Use Permit Application Number 2-97-00037.002, Quincey Cattle Company, Levy County – **Recommend Consent**
- RM Page 54 30. Approval of Water Use Permit Application Number 2-84-00183.004, Big Woods, Hamilton County
- RM Page 62 31. Rulemaking for Implementing a Water Shortage Declaration, 40B-21.275(4), Florida Administrative Code
- RM Page 65 32. First Amendment to Interagency Agreement between the Suwannee River Water Management District and the St. Johns River Water Management District for the Designation of Regulatory Responsibility of Gainesville Regional Utilities for Consumptive Use Permitting
- RM Page 80 33. Interlocal Agreement between the Suwannee River Water Management District and Columbia County, Florida Regarding Remedial Work on Several Stormwater Systems in Exchange of Surplus Lands
- RM Page 83 34. Permitting Summary Report
- RM Page 86 35. Enforcement Status Report

GOVERNING BOARD LEGAL COUNSEL
Tom Reeves

- LC Page 1 36. Update Regarding Legal Matters Relating to El Rancho No Tengo, Inc. – **Scheduled to be heard in the Legal Matters section of the meeting**

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

- EO Page 1 37. Approval of Updated District Procurement Policy

- EO Page 14 38. Approval of Updated District Contractual Services Policy
- EO Page 31 39. Approval of Updated District Information Technology and Communications Systems Policy
- EO Page 38 40. Approval of District Finance and Accounting Policy
- EO Page 59 41. Performance-Based Compensation Plan
- EO Page 60 42. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 65 43. District's Weekly Activity Reports
- 44. Announcements

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

September 10, 2013	3:00 p.m. 5:30 p.m.	Board Meeting First Public Hearing on FY 2014 Budget District Headquarters
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September 24, 2013	3:00 p.m. 5:30 p.m.	Board Workshop Second Public Hearing on FY 2014 Budget District Headquarters
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****Board Workshops immediately follow Board Meetings unless otherwise noted.**

- 45. Adjournment

The entire meeting of the Governing Board is a public hearing and will be governed accordingly. The Governing Board may take action on any item listed on the agenda at any time during the meeting. This agenda may be changes for good cause shown as determined by the Chair and stated for the record. 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. Public attendance and participation at Governing Board meetings are encouraged.

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

August 13, 2013
Following the Governing Board Meeting

District Headquarters
Live Oak, Florida

1. Recovery and Prevention Strategies for the Lower Santa Fe and Ichetucknee Rivers
and Priority Springs Minimum Flows and Levels
2. CUPcon Updates

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

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

9:00 a.m., Tuesday
July 9, 2013

Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec/Treas.	X	
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	
Santa Fe & Wacc. Basins	Kevin W. Brown			X
Upper Suwannee Basin	Alphonas Alexander	Vice Chair	X	
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams		X	
At Large	Gary Jones		X	

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs / Comm. Director	Steve Minnis	X	
Administrative Services Bureau Director	Dave Dickens	X	
Land Resources Division Director	Charles H. Houder. III	X	
Water Supply Division Director	Carlos Herd	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Kevin Wright, SRWMD
Rhonda Scott, SRWMD
Gwen Lord, SRWMD
Megan Wetherington, SRWMD
Vanessa Fultz, SRWMD
Lindsey Marks, SRWMD
Trey Grubbs, SRWMD
Scott Gregor, SRWMD

Sara Alford, SRWMD
Darlene Saindon, SRWMD
Hugh Thomas, DACS
Roland Garcia, FWC
Jeff Swan, FWC
Renate Cannon, Chiefland
Barney Cannon, Chiefland
Cory Mikell, H2O Mobile Lab, High Springs
Brett Crawford, H2O Mobile Lab
Katherine Pordeli, St. Augustine
David Ward, El Trigal Farms
Kent Koptivech, Nestle Waters
Larry Danek, ECT
Stephen Demott, Pinckney Hill Plantation
Jean Wonser, Circle Pine Farm
Carolee Howe, Shenandoah Dairy
Paul Still, BSWCD
John Jopling, Ichetucknee Alliance
Marrillee Malwitz-Jipson, Our Santa Fe River, Inc.

The meeting was called to order at 9:00 a.m.

Agenda Item No. 3- Additions, Deletions, or Changes to the Agenda.

Addition:

- SUP Page 1 - Division of Land Resources - Authorization to Conduct a Detailed Assessment for a Conservation Easement on the El Trigal Farms, LLC Property, 371 acres in Jefferson and Madison Counties.
- SUP Page 6 – Resource Management – Recission of the Governing Board’s May 19, 2011 Authorization Regarding the Sampson Lake Control Structure in Bradford County and Authorization for the Executive Director to Provide Technical Assistance and Approval to Bradford County for an Interim Operational Schedule.
- SUP Page 19 – Executive Office – Approval of Correction to the Tentative Fiscal Year 2014 Budget.

Deletion

- Agenda Item 25 – Legal Matters – El Rancho No Tengo, Inc.

Agenda Item No. 4 – Approval of Agenda.

MRS. JOHNS MADE A MOTION TO ACCEPT THE AGENDA. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY)

Agenda Item No. 5 – Consent Agenda.

- Agenda Item 7 – Approval of Minutes for June 11, 2013 Governing Board Meeting and Workshop
- Agenda Item 10 – Approval of May 2013 Financial Report
- Agenda Item 17 – Approval of Water Use Permit Application Number 2-08-00095.003, Larry Hillard Farm, Gilchrist County
- Agenda Item 18 – Approval of Water Use Permit Application Number 2-83-00036.003, Rockpit, Gilchrist County
- SUP No. 2 – Recission of the Governing Board’s May 19, 2011 Authorization Regarding the Sampson Lake Control Structure in Bradford County and Authorization for the Executive Director to Provide Technical Assistance and Approval to Bradford County for an Interim Operation Schedule. Recommend Consent
- SUP No. 3 – Approval of Correction to the Tentative Fiscal Year 2014 Budget. Recommend Consent

Agenda Item No. 6 – Approval of Recommended Consent Items.

MR. ALEXANDER MADE A MOTION TO ACCEPT THE CONSENT AGENDA AS READ. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No.7– June 11, 2013 Governing Board Meeting and workshop Minutes – Approved on Consent.

Agenda Item No.8 - Items of General Interest for Information/Cooperating Agencies and Organizations

- Megan Wetherington gave a presentation of hydrologic conditions of the District.
- Dave Dickens gave a presentation by Science, Technology, Engineering and Mathematics (STEM) Students.
- Cooperating Agencies and Organizations
 1. Roland Garcia with FWC thanked the Board for their partnership.
- Public Comments: (Notations provided as Written on Sign In Sheet)
The following citizens addressed the Governing Board
 1. Merrilee Malwitz-Jipson - Request for a moratorium on new large CUP’s/WUP’s until science proves otherwise.
 2. John Jopling – Wish to know the number of consumptive use permits developed in past year/past 3 years.
 3. Paul Still – Lower Santa Fe MFL.
 4. Stephen Demott – 1 permit for 6 inch well at Pinckney Hill Farm
 5. David Ward – Floyd/EI Trigal Conservation Easement

Agenda Item No. 9 – Legal Matters

- Agenda Item 25 – El Rancho No Tengo, Inc. - Deleted

BUREAU OF ADMINISTRATIVE SERVICES

Dave Dickens, Bureau Director, recognized Gwen Lord for 25 years of service to the District and for receiving Professional Certification as a Certified Public Buyer.

Agenda Item No. 10 – Approval of May 2013 Financial Report. Approved on Consent.

Agenda Item No. 11 – Recommended Health Care Insurance. Dave Dickens, Bureau Director, presented the staff recommendation to the Governing Board to approve the Health Care Insurance as presented in the Board materials.

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

DIVISION OF LAND RESOURCES

Agenda Item No. 12 – Authorization to Amend Contract No. 12/13-001 Wildland Fire Services Inc. Charlie Houser, Division Director Land Resources, presented staff recommendation to the Governing Board to authorize the Executive Director amend contract no. 12/13-001 with Wildland Fire Services Inc. for an amount not to exceed \$25,000.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND CONTRACT NO. 12/13-001 WITH WILDLAND FIRE SERVICES INC. FOR AMOUNT NOT TO EXCEED \$25,000. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 13 – Consideration of Resolution No. 2013-12 Authorizing Sale of the 30-acre Cabbage Grove Surplus Parcel in Taylor County to KaiserKane, Inc. Mr. Houser presented staff recommendation to the Governing Board to authorize the Executive Director to approve and execute Resolution No. 2013-12 authorizing the sale of the 30-acre Cabbage Grove surplus parcel in Taylor County to KaiserKane Inc. as provided in the Board materials.

MR. CURTIS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AND EXECUTE RESOLUTION NO. 2013-12 AUTHORIZING THE SALE OF THE 30-ACRE CABBAGE GROVE SURPLUS PARCEL IN TAYLOR COUNTY TO KAISERKANE, INC. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 14 – Land Resources Activity Summary. The Land Resources Activity Summary was provided as an informational item in the Board materials.

SUP No. 1 - Authorization to Conduct a Detailed Assessment for a Conservation Easement on the El Trigal Farms, LLC Property, 371 acres in Jefferson and Madison Counties. Mr. Houser presented staff recommendation to the Governing Board to authorize the Executive Director to

conduct a detailed assessment for a Conservation Easement on El Trigal Farms, LLC property, 371 acres in Jefferson and Madison County as provided in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZING THE EXECUTIVE DIRECTOR TO CONDUCT A DETAILED ASSESSMENT FOR A CONSERVATION EASEMENT OF EL TRIGAL FARMS, LLC PROPERTY 371 ACRES IN JEFFERSON AND MADISON COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

DIVISION OF WATER SUPPLY

Agenda Item No. 15 – Engineering and Applied Sciences, Inc. Contract 10/11-067. Carlos Herd, P.G., Division Director, presented the staff recommendation to the Governing Board to authorize the Executive Director to approve the substitution of parties in contract 10/11-067, replacing Engineering and Applied Sciences, Inc., with Environmental Consulting and Technology, Inc., as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE SUBSTITUTION OF PARTIES IN CONTRACT 10/11-067, REPLACING ENGINEERING AND APPLIED SCIENCES, INC. WITH ENVIRONMENTAL CONSULTING AND TECHNOLOGY, INC. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

DIVISION OF WATER RESOURCES

Agenda Item No. 16 – Agricultural Water Use Monitoring Update. Erich Marzolf, Ph.D., Division Director, Water Resources presented an update to the Governing Board on Agricultural Water Use Monitoring as presented in the Board materials.

Mr. Marzolf, Ph.D., Division Director, introduced Darlene Saindon, Environmental Specialist III, to the Governing Board.

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 17 – Approval of Water Use Permit Application Number 2-08-00095.003, Larry Hillard Farm, Gilchrist County. Approved on Consent.

Agenda Item No. 18 – Approval of Water Use Permit Application Number 2- 83-00036.003, Rockpit, Gilchrist County. Approved on Consent.

Agenda Item No. 19 - Approval of Water Use Permit Application Number 2-12-00049.003, Bullard Farms, Inc. Suwannee County. Kevin Wright, Professional Engineer, presented the staff recommendation to the Governing Board for approval of water use permit application number 2-12-00049.003, Bullard Farms, Inc Suwannee County with eighteen standard conditions and five special limiting conditions to Seldom Rest, Inc. in Suwannee County as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-12-00049.003, BULLARD FARMS, INC., SUWANNEE COUNTY. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 20 – Approval of Water Use Permit Application Number 2-83-00051.003, White Farm, Levy County. Mr. Wright presented the staff recommendation to the Governing Board for approval of water use permit application number 2-83-00051.003, White Farm, Levy County with eighteen standard conditions and three special limiting conditions to White holding Company, LLC in Levy County as provided in the Board materials.

Mrs. Sanchez publically announced a possible conflict of interest and abstained from voting on Agenda Item 20 – Approval of Water Use Permit Application Number 2-83-00051.003, White Farm, Levy County. Mrs. Sanchez completed and signed a conflict of interest form and this form is hereby made a part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

DR. COLE MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-83-00051.003, WHITE FARM, LEVY COUNTY. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD (WITH MRS. SANCHEZ ABSTAINING FROM VOTING), THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, WILLIAMS AND QUINCEY.)

Agenda Item No. 21 – Authorization of an Interagency Agreement between the Suwannee River Water Management District and the Northwest Florida Water Management District for the Designation of Regulatory Responsibility of Pinckney Hill Plantation for Water Use Permitting. Mr. Wright presented staff recommendation to the Governing Board to authorize the Executive Director to enter into an Interagency Agreement with the Northwest Florida Water Management District regarding the designation of regulatory responsibility of Pinckney Hill Plantation for water use permitting as provided in the Board materials.

MR. CURTIS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERAGENCY AGREEMENT WITH NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE DESIGNATION OF REGULATORY RESPONSIBILITY OF PINCKNEY HILL PLANTATION FOR WATER USE PERMITTING. MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)
Agenda Item No. 22 - Approval of Water Use Permit Application Number 2-82-00065.002, Pinckney Hill Plantation, Jefferson County. Mr. Wright presented the staff recommendation to the Governing Board for approval of water use permit application number 2-82-00065.002, Pinckney Hill, LLC Jefferson County. Staff recommendation includes a requirement to monitor any size well that is used for augmentation, eighteen standard conditions and four special limiting conditions.

MR.CURTIS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-82-00065.002, PINCKNEY HILL PLANTATION, JEFFERSON COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 23 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item as provided in the Board materials.

Agenda Item No. 24 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item as provided in Board materials.

SUP No. 2 – Recission of the Governing Board’s May 19, 2011 Authorization Regarding the Sampson Lake Control Structure in Bradford County and Authorization for the Executive Director to Provide Technical Assistance and Approval to Bradford County for an Interim Operation Schedule.
Recommend Consent

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 25 Legal Matters Relating to El Rancho No Tengo, Inc. Scheduled to be heard in the Legal Matters section of the meeting. - Item Deleted.

EXECUTIVE OFFICE

SUP No. 3 – Approval of Correction to the Tentative Fiscal Year 2014 Budget. Recommend Consent

Agenda Item No. 26 – North Florida Regional Water Supply Partnership Stakeholder Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Committee update was provided as an informational item in the Board materials.

Agenda Item No. 27- District’s Weekly Activity Reports. The District’s Weekly Activity Reports were provided as an informational item in the Board materials.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD WORKSHOP

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

1:00 PM
July 9, 2013

District Headquarters
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec/Treasurer		X
Lower Suwannee River Basin	Don Quincey, Jr.	Chair	X	
Santa Fe/Waccasassa Basins	Kevin W. Brown			X
Upper Suwannee River Basin	Alphonas Alexander	Vice Chair	X	
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams			X
At Large	Gary Jones			X

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs/Comm. Director	Steve Minnis	X	
Admin. Services Bureau Manager	Dave Dickens	X	
Land Resources Division Director	Charlie Houder	X	
Water Supply Division Director	Carlos Herd	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB and HR Coordinator	Lisa Cheshire	X	

Guests:

Kevin Wright, SRWMD
Barney & Renate Cannon, Chiefland
Merrilee Malwitz-Jipson, Our Santa Fe River
Katherine Pordeli, St. Augustine
Jean Wonser, Circle Pine Farm
Steve Gladin
Tim Perry, OFBA

Paul Still, BSWCD
Kent Koptivech, Nestle Waters
Craig Varn, Manson Bolves
Ray Hodge, Southeastern Milk, Inc.

Consumptive Use Permit (CUP) Consistency Process – Comments Received

Tim Sagul, Resource Management Division Director, provided the Board with two handouts containing comments the District received regarding the proposed water use rule changes. The comments included issues regarding bottled water permitting, definitions, electronic permitting, water conservation, monitoring of withdrawal points and evaluation of impacts to water resources. The CUPcon process is still ongoing and staff will incorporate the Board discussion on the comments into the next rule draft.

Eutrophication

Erich Marzolf, Water Resources Division Director, provided the Board with an overview of eutrophication of Florida's aquatic ecosystems. This discussion included information on the sources of nutrient pollution, the feedback processes that result in ecosystem impacts and how nutrients interact with hydrologic conditions to determine the likelihood of algal blooms. There was also discussion of programs in Florida designed to address nutrient pollution and examples in lakes, springs, and coastal waters where improved management has resulted in ecosystem improvements.

The workshop ended at 2:30 PM.

Chairman

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Administrative Service Bureau Manager

DATE: July 29, 2013

RE: Approval of June 2013 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the June 2013 Financial Report and confirm the expenditures of the District.

BACKGROUND

Chapter 373.553(1), F.S., authorizes the delegation of authority by the Governing Board to the Executive Director to disburse District funds, providing certification is made to the Board at the next regular meeting that such disbursement is proper, in order, and within budgetary limits. In compliance with the statutory provisions in Chapter 373, the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report as attached.

If you have any questions about this recommendation or if you would like any further information regarding the District's financial transactions, please contact me.

gal
enclosure

**Suwannee River Water Management District
Cash Report
June 2013**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$50,217.97
First Federal Permit Fee	\$1.86	0.30%	\$8,303.03
First Federal Depository	\$229.67	0.39%	\$2,526,531.53
SPIA	\$43,930.88	1.29%	\$40,915,405.03
SBA Fund A	\$56.75	0.20%	\$368,467.89
SBA Fund B	-	-	\$374,854.99
TOTAL	\$44,219.16		\$44,243,780.44

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending June 30, 2013
(Unaudited)**

	Current Budget	Actuals Through 6/30/2013	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 5,226,478	\$ 26,478	101%
Intergovernmental Revenues	6,338,344	2,561,418	(3,776,926)	40%
Interest on Invested Funds	158,000	722,246	564,246	457%
License and Permit Fees	100,000	123,176	23,176	123%
Other	714,583	1,814,368	1,099,785	254%
Fund Balance	4,075,895	-	-	-
Total Sources	\$ 16,586,822	\$ 10,447,685	\$ (2,063,242)	63%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,189,833	\$ 2,989,962	\$ 43,970	\$ 5,155,901	37%	37%
Acquisition, Restoration and Public Works	2,722,848	436,791	-	2,286,057	16%	16%
Operation and Maintenance of Lands and Works	2,701,117	1,653,510	-	1,047,607	61%	61%
Regulation	1,472,269	836,015	-	636,254	57%	57%
Outreach	75,000	133,132	-	(58,132)	178%	178%
Management and Administration	1,825,755	1,460,187	(8,213)	373,781	80%	80%
Total Uses	\$ 16,986,822	\$ 7,509,597	\$ 35,757	\$ 9,441,468	44%	44%

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

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

This unaudited financial statement is prepared as of June 30, 2013 and covers the interim period since the most recent audited financial statements.

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: July 31, 2014
RE: Recommended Insurance Providers

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to procure insurance coverage from the most cost-effective providers at an aggregate premium cost of \$154,475 for Fiscal Year 2014.

BACKGROUND

In order to achieve sufficient insurance coverage at competitive rates, the District uses a competitive selection process every third year. Property and Casualty, Commercial General Liability, Auto, Workers Compensation, Life, and Disability coverages were awarded in 2011 through a competitive bid with the District selecting the insurance provider quoting the lowest premiums that met the requested specifications. Staff also recommends Dental coverage be switched from Florida Combined to Humana. This will provide better benefits to employees for slightly less cost. Dental and Vision coverages are handled through the District's Health Insurance provider. Health care coverage was approved at the July 2013 Governing Board meeting.

The FY14 recommendation is based on 66 FTEs. Proposed premiums are as follows:

COVERAGE	CARRIER	FY 2013 PREMIUM	FY 2014 PREMIUM	INCREASE (DECREASE)	% change
Liability (CGL)	PGIT	\$17,861	\$18,825	\$964	5.4
Workers Comp	PGIT	\$10,226	\$10,500	\$274	2.6
Auto	PGIT	\$5,677	\$6,000	\$323	5.7
Property	PGIT	\$30,272	\$32,800	\$2,528	8.4
Governing Board Travel	Standard	\$750	\$750	\$0	0
Disability	Lincoln	\$13,000	\$13,000	\$0	0
Life	Lincoln	\$16,800	\$16,800	\$0	0
Dental	Humana	\$48,000	\$48,000	\$0	0
Vision	Humana	\$7,800	\$7,800	\$0	0
TOTAL		\$150,386	\$154,475	\$4,089	

Funding for this recommendation is included in the Fiscal Year 2014 budget and is contingent upon final approval of the Fiscal Year 2014 budget.

lrs

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: July 31, 2013
RE: Declaration as Surplus and Disposition of Mobile Equipment

RECOMMENDATION

District staff recommends the Governing Board declare the following list of mobile equipment as surplus and authorize transfer of titles to R. O. Ranch Inc.

BACKGROUND

In the Management and Operations Agreement between R. O. Ranch, Inc. (Ranch) and Suwannee River Water Management District (District), capital asset items used for day to day operations were provided to the Ranch for use on the property during the term of the agreement. Equipment covered by the agreement was to remain District property until the termination of the agreement or until the end of its useful life, at which time the property would be returned to the District.

These vehicles are reaching the end of their useful life and are no longer used by District personnel. Although the District maintains ownership and insurance on the vehicles, it does not control their use, which presents a risk to the District. Chapter 273.05(1), F.S., authorizes the declaration of any property as surplus that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function; and 273.055(3)(b) F.S., allows agencies to donate surplus property to any non-profit agency.

Due to the equipment reaching the end of its useful life and the risks presented while it is titled in the District's name, it is recommended the Governing Board declare the list of mobile equipment as surplus property and authorize staff to transfer title to R. O. Ranch, Inc., an IRS Section 501(c)(3) non-profit organization.

Asset #	Description	Year Purchased	Purchase Price
2630	2002 Chevrolet 4x4 Pickup Truck	2002	\$23,089
2907	10 Ton Equipment Trailer	2005	\$47,150
3015	2007 Ford F-350 King Cab 4x4 Truck	2007	\$32,035

gal

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: July 31, 2013
RE: Declaration as Surplus and Disposition of Mobile Equipment

RECOMMENDATION

District staff recommends the Governing Board declare a vehicle involved in an accident as surplus and authorize its disposal.

BACKGROUND

Chapter 273.05(1), F.S., authorizes the declaration of any property as surplus that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function.

Asset #	VIN #	Vehicle Description	Mileage
2856	1GNDDT13S252234459	05 Chevrolet 4x4 Blazer	119,919

This 2005 Chevrolet 4x4 Blazer was recently involved in an accident. This accident was weather related and involved no other vehicles.

Due to its age and mileage, staff feels it is more cost effective to surplus the vehicle than to repair it. Staff will contact a vehicle auction facility as well as a scrap dealer to determine the best method of disposal.

gal

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: August 1, 2013
SUBJECT: Approval of Oracle Licensing and e-Permitting Web Site Hosting

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a Memorandum of Understanding with St. Johns River Water Management District and approve expenditure of \$133,412 in Fiscal Year 2013 and \$142,767 in Fiscal Year 2014, subject to budget adoption, for full conversion to electronic permitting.

BACKGROUND

Electronic permitting provides around-the-clock, efficient service for constituents filing permit applications. Electronic submittal of applications saves applicants time and cost and makes regulatory data available through a website, thus saving cost to the public and staff on information requests.

The District initially offered e-permitting for the water well construction program in 2007 through our current web service provider, Civic Plus. In 2012, St. Johns River Water Management District offered the use of its existing e-permitting and e-regulatory applications as an alternative to our application at no cost to the District. District staff issues 1,000 or more well construction permits each year, nearly all through electronic permitting.

St. Johns River Water Management District (SJRWMD) staff recently informed District staff that the District must comply with software licensing requirements to continue using the SJRWMD application. Oracle is requiring the District to purchase its own license, consisting of a one-time fee of \$105,666 and an annual fee of \$23,247 for support and maintenance. Without the Oracle license, SJRWMD will no longer be able to host well construction e-permitting.

With purchase of an Oracle license, there is an opportunity to leverage SJRWMD's existing e-permitting and e-regulatory systems and information technology support staff for environmental resource permitting (ERP) and consumptive use permitting (CUP). This would allow more

efficient submittal and processing of approximately 150-300 ERPs and 75-275 CUPs issued by District staff each year.

The following table summarizes the costs of purchasing an Oracle license and making the full conversion to e-permitting:

Total cost associated with converting to ePermitting

	One Time Costs FY2013	One Time Costs FY2014	Annual Costs ^a
Oracle	\$ 128,912		\$ 23,247
ESRI	\$ 4,500		\$ 4,500
SJRWMD			\$ 14,220
Nu Info (Contractor)		\$ 100,800	
Total	\$ 133,412	\$ 100,800	\$41,967

^a Annual Costs would start in FY2013-2014

Oracle licensing fees would be paid to MYTHICS under a U. S. General Services Administration (GSA) Contract. District procedures allow for purchase off a GSA Contract or other Governmental Agency Contract without obtaining quotes. An additional \$14,200 would be paid annually to SJRWMD for website hosting and application programming support and would allow a continuity of service for these applications. In order to further implement the applications for ERP and CUP, the District would need to contract with the e-permitting/e-regulatory developer for the amount of \$100,800 over the next year.

Staff considered other options, including an in-house effort and using a contract web developer. An in-house effort to replicate these applications and customer support would require infrastructure and staffing commitments upwards of \$400,000 and take up to 1.5 years to implement. A contract web developer would cost \$150,000 and \$200,000, with an annual maintenance fee of \$50,000, based on several inquiries, and would take three to six months.

Fiscal year 2013 costs are not included in the budget and would require a budget amendment. Fiscal year 2014 costs are pending approval of the fiscal year 2014 budget.

JD/gal

MEMORANDUM

TO: Governing Board
FROM: Charlie Houser, Director, Division of Land Resources
DATE: July 29, 2013
RE: Otter Springs Park and Campground Fiscal Year 2014 budget

RECOMMENDATION

Staff recommends approval of the Fiscal Year 2014 budget for Otter Springs for a not to exceed amount of \$350,695.

BACKGROUND

Gilchrist County manages the day to day public use operations at Otter Springs Park and Campground for the District. As part of the Otter Springs lease, a budget must be approved by both parties. Gilchrist County is recommending a budget of \$350,695 (attached). The fiscal year 2013 budget was \$335,186.

The lease states that both parties share revenues or losses after the year end reconciliation. Total park revenues were projected by County staff to be about \$44,400 below total expenditures. County staff believes that their revenue projections are conservative. However, if the revenue and expense projections hold true, it would result in each party paying a projected \$22,200 to balance the fiscal year. Actual payments to Gilchrist County to balance the budgets were \$7,538.71 for FY 2011 and \$15,641.68 for FY 2012.

The Capital Reserve Fund will increase to almost \$118,000 in Fiscal Year 2014. This is funded by Gilchrist County from one-half of their Payment in Lieu of Taxes for Otter Springs.

BH/pff
SRWMD #08/09-050

SUNGARD PENTAMATION, INC.
 DATE: 07/08/2013
 TIME: 09:20:14

GILCHRIST COUNTY BOCC
 DEPARTMENT REVENUE BUDGET WORKSHEET

PAGE NUMBER: 1
 REVBUD54

SELECTION CRITERIA: budorgn.fund='470'

FUND - 470 - OTTER SPRINGS PARK
 FUNCTION - 400 - ENTERPRISE FUND

ORGANIZATION ACCOUNT	TITLE	PRIOR YEAR BUDGET	BUDGET	CURRENT YEAR YTD ACTUAL	PROJECTED	REQUESTED BASE	NEW PROGRAMS
470-400		17,944	17,944	0	0	17,944	0
336100	OTTER SPRINGS PAR PAYMENT IN LIEU O						
TOTAL	STATE PAY IN LIEU OF TAX	17,944	17,944	0	0	17,944	0
470-400		83,886	22,187	0	0	19,390	0
337700	OTTER SPRINGS PAR GRTS-CULTURE/RECR						
1/2 OPERATING EXPENSES				22,187			
470-400		0	0	0	0	0	0
337701	OTTER SPRINGS PAR LODGE RENOVATION-						
TOTAL	GRTS FR OTHER LOCAL UNITS	83,886	22,187	0	0	19,390	0
TOTAL	INTERGOVERNMENTAL REVENUE	101,830	40,131	0	0	37,334	0
470-400		133,100	127,000	41,488	0	127,000	0
347220	OTTER SPRINGS PAR RECREATION/CAMPIN						
470-400		25,000	25,000	10,662	0	25,000	0
347221	OTTER SPRINGS PAR RECREATION-CABIN						
470-400		10,000	10,000	4,553	0	10,000	0
347222	OTTER SPRINGS PAR RECR-STILTHOUSE R						
470-400		200	200	-56	0	200	0
347224	OTTER SPRINGS PAR RECR -PICNIC BLDG						
470-400		17,680	18,000	8,982	0	18,000	0
347225	OTTER SPRINGS PAR RECR-LODGE RENTAL						
470-400		1,500	1,000	407	0	2,000	0
347231	OTTER SPRINGS PAR DAILY POOL						
470-400		4,000	4,000	2,344	0	6,000	0
347240	OTTER SPRINGS PAR CONCESSION/TAXABL						
470-400		2,000	2,000	249	0	1,000	0
347241	OTTER SPRINGS PAR CONCESSION/NON TA						
470-400		1,000	2,000	1,078	0	2,000	0
347242	OTTER SPRINGS PAR FIREWOOD						
470-400		0	0	0	0	0	0
347244	OTTER SPRINGS PAR ADVERT COMMISSION						
470-400		417	500	0	0	0	0
347245	OTTER SPRINGS PAR RECREATION/VENDIN						
470-400		5,000	3,000	494	0	2,097	0
347246	OTTER SPRINGS PAR RECR/VEND NON TAX						
470-400		750	750	616	0	1,300	0
347247	OTTER SPRINGS PAR RECR-LINEN RENTAL						
470-400		100	200	234	0	600	0
347250	OTTER SPRINGS PAR RECREATION/PAVILL						
470-400		2,000	2,000	868	0	2,000	0
347260	OTTER SPRINGS PAR RECREATION/ RENTA						
470-400		0	500	1,430	0	2,000	0
347261	OTTER SPRINGS PAR RECR-STORAGE FEES						

SUNGARD PENTAMATION, INC.
 DATE: 07/08/2013
 TIME: 09:20:14

GILCHRIST COUNTY BOCC
 DEPARTMENT REVENUE BUDGET WORKSHEET

PAGE NUMBER: 2
 REVBU54

SELECTION CRITERIA: budorgn.fund='470'

FUND - 470 - OTTER SPRINGS PARK
 FUNCTION - 400 - ENTERPRISE FUND

ORGANIZATION ACCOUNT	TITLE	PRIOR YEAR BUDGET	BUDGET	CURRENT YEAR YTD ACTUAL	PROJECTED	REQUESTED BASE	NEW PROGRAMS
470-400		15,000	12,500	456	0	12,500	0
347270	OTTER SPRINGS PAR RECREATION/GATE F						
470-400		2,000	2,000	70	0	2,000	0
347290	OTTER SPRINGS PAR RECREATION/FAMILY						
470-400		300	300	140	0	300	0
347292	OTTER SPRINGS PAR POOL PASS						
470-400		0	0	0	0	0	0
347296	OTTER SPRINGS PAR RECREATION CASH O						
470-400		300	300	143	0	300	0
347297	OTTER SPRINGS PAR S/TAX COLLECTION						
TOTAL	RECREATION	220,347	211,250	74,157	0	214,297	0
TOTAL	CHARGES FOR SERVICES	220,347	211,250	74,157	0	214,297	0
470-400		150	150	36	0	700	0
361100	OTTER SPRINGS PAR INTEREST ON INVES						
TOTAL	INTEREST EARNINGS	150	150	36	0	700	0
470-400		0	0	106	0	0	0
369900	OTTER SPRINGS PAR OTHER MISC REVENU						
TOTAL	OTHER MISC REVENUES	0	0	106	0	0	0
TOTAL	MISCELLANEOUS REVENUES	150	150	142	0	700	0
470-400		20,738	22,188	0	0	19,389	0
381100	OTTER SPRINGS PAR TRF IN - GENERAL						
TOTAL	INTERFUND TRANSFER	20,738	22,188	0	0	19,389	0
470-400		125,000	0	0	0	0	0
384102	OTTER SPRINGS PAR DEBT PROCEEDS-NEW						
TOTAL	DEBT PROCEEDS	125,000	0	0	0	0	0
TOTAL	OTHER SOURCES	145,738	22,188	0	0	19,389	0
470-400		-11,024	-10,570	0	0	-10,745	0
399800	OTTER SPRINGS PAR EST UNCOLLECTED R						
470-400		53,832	71,537	0	0	89,720	0
399900	OTTER SPRINGS PAR BALANCE FORWARD(B						
TOTAL	OTHER INTERNAL SERVICES	42,808	60,967	0	0	78,975	0
TOTAL	ENTERPRISE FUND	510,873	334,686	74,299	0	350,695	0
TOTAL	OTTER SPRINGS PARK	510,873	334,686	74,299	0	350,695	0
TOTAL	REPORT	510,873	334,686	74,299	0	350,695	0

SUNGARD PENTAMATION, INC.
 DATE: 07/08/2013
 TIME: 09:19:17

GILCHRIST COUNTY BOCC
 REQUESTED EXPENDITURE BUDGET WORKSHEET

PAGE NUMBER: 1
 EXPBUD54

SELECTION CRITERIA: budorgn.fund='470'

FUND - 470 - OTTER SPRINGS PARK
 FUNCTION - 570 - CULTURE/RECREATION

ORGANIZATION ACCOUNT	TITLE	PRIOR YEAR BUDGET	BUDGET	CURRENT YEAR YTD ACTUAL	PROJECTED	REQUESTED BASE	NEW PROGRAMS
470-570-572-7220-7220		48,254	49,080	18,796	0	48,554	0
51200	OTTER SPRINGS PAR REGULAR SALARIES						
470-570-572-7220-7220		12,440	13,430	8,622	0	10,776	0
51300	OTTER SPRINGS PAR OTHER SALARIES &						
470-570-572-7220-7220		6,240	10,000	1,960	0	10,000	0
51315	OTTER SPRINGS PAR OTHER SALARIES/NO						
470-570-572-7220-7220		5,207	5,547	2,237	0	5,304	0
52100	OTTER SPRINGS PAR FICA TAXES						
470-570-572-7220-7220		2,984	2,533	1,418	0	3,362	0
52200	OTTER SPRINGS PAR RETIREMENT CONTRI						
470-570-572-7220-7220		10,646	12,198	3,400	0	12,198	0
52300	OTTER SPRINGS PAR LIFE & HEALTH INS						
470-570-572-7220-7220		2,185	1,434	717	0	1,711	0
52400	OTTER SPRINGS PAR WORKERS' COMPENSA						
470-570-572-7220-7220		3,005	8,000	0	0	8,000	0
52500	OTTER SPRINGS PAR UNEMPLOYMENT COMP						
TOTAL	PERSONNEL SERVICES	90,961	102,222	37,151	0	99,905	0
470-570-572-7220-7220		3,850	4,000	4,100	0	4,000	0
53100	OTTER SPRINGS PAR PROFESSIONAL SERV						
470-570-572-7220-7220		10,000	10,000	240	0	10,000	0
53107	OTTER SPRINGS PAR PROFESSIONAL SVCE						
470-570-572-7220-7220		604	1,000	400	0	1,000	0
53137	OTTER SPRINGS PAR PROF SVCS/DRUG SC						
470-570-572-7220-7220		5,000	4,200	6,500	0	5,000	0
54100	OTTER SPRINGS PAR COMMUNICATIONS &						
470-570-572-7220-7220		57,825	51,000	51,400	0	51,000	0
54300	OTTER SPRINGS PAR UTILITY SERVICES						
470-570-572-7220-7220		50	50	0	0	50	0
54311	OTTER SPRINGS PAR FL DEP FEES & PER						
470-570-572-7220-7220		1,400	1,000	1,500	0	1,000	0
54400	OTTER SPRINGS PAR RENTALS & LEASES						
	PORTOLET @ SPRINGS					720	
470-570-572-7220-7220		1,700	1,594	0	0	1,777	0
54500	OTTER SPRINGS PAR INSURANCE						
470-570-572-7220-7220		19,500	18,000	28,614	0	18,000	0
54600	OTTER SPRINGS PAR REPAIR & MAINTENA						
470-570-572-7220-7220		3,000	3,000	2,000	0	3,000	0
54700	OTTER SPRINGS PAR PRINTING & BINDIN						
470-570-572-7220-7220		3,500	2,000	1,440	0	2,000	0
54800	OTTER SPRINGS PAR PROMOTIONAL ACTIV						
470-570-572-7220-7220		0	503	0	0	0	0
54900	OTTER SPRINGS PAR OTHER CURRENT CHA						
470-570-572-7220-7220		3,930	3,000	1,783	0	3,500	0
54904	OTTER SPRINGS PAR CREDIT CARD FEES						

SUNGARD PENTAMATION, INC.
 DATE: 07/08/2013
 TIME: 09:19:17

GILCHRIST COUNTY BOCC
 REQUESTED EXPENDITURE BUDGET WORKSHEET

PAGE NUMBER: 2
 EXPBUD54

SELECTION CRITERIA: budorgn.fund='470'

FUND - 470 - OTTER SPRINGS PARK
 FUNCTION - 570 - CULTURE/RECREATION

ORGANIZATION ACCOUNT	TITLE	PRIOR YEAR BUDGET	BUDGET	CURRENT YEAR YTD ACTUAL	PROJECTED	REQUESTED BASE	NEW PROGRAMS
470-570-572-7220-7220		0	0	0	0	0	0
54907	OTTER SPRINGS PAR MISC CHARGES & FE						
470-570-572-7220-7220		690	650	440	0	650	0
54912	OTTER SPRINGS PAR RV PARK PERMIT FE						
470-570-572-7220-7220		2,500	2,500	2,230	0	2,500	0
54980	OTTER SPRINGS PAR ADVERTISING						
470-570-572-7220-7220		1,000	1,200	1,433	0	1,500	0
55100	OTTER SPRINGS PAR OFFICE SUPPLIES						
470-570-572-7220-7220		6,000	6,547	6,500	0	6,500	0
55200	OTTER SPRINGS PAR OPERATING SUPPLIE						
470-570-572-7220-7220		5,000	4,000	5,225	0	4,000	0
55202	OTTER SPRINGS PAR OPER SUPP/CONCESS						
470-570-572-7220-7220		3,600	3,000	722	0	3,000	0
55210	OTTER SPRINGS PAR OPER SUPP/FUEL &						
470-570-572-7220-7220		0	500	0	0	500	0
55217	OTTER SPRINGS PAR OPER SUPPLIES-SOF						
470-570-572-7220-7220		750	750	1,000	0	750	0
55235	OTTER SPRINGS PAR OPER SUPPLIES/UNI						
470-570-572-7220-7220		1,000	1,000	1,250	0	1,000	0
55240	OTTER SPRINGS PAR OPER SUPPLIES/TOO						
470-570-572-7220-7220		5,000	3,000	55	0	3,000	0
55241	OTTER SPRINGS PAR OP SUPP/EQUIP < \$						
470-570-572-7220-7220		800	800	595	0	800	0
55400	OTTER SPRINGS PAR DUES/MEMBER/TRAIN						
TOTAL	OPERATING EXPENSES	136,699	123,294	117,426	0	124,527	0
470-570-572-7220-7220		125,000	0	0	0	0	0
56200	OTTER SPRINGS PAR BUILDINGS						
470-570-572-7220-7220		2,339	0	0	0	0	0
56310	OTTER SPRINGS PAR IMPRV OTHER THAN						
470-570-572-7220-7220		9,500	8,000	0	0	8,000	0
56400	OTTER SPRINGS PAR MACH&EQUIP \$1000						
	MOWER					8,000	
470-570-572-7225-7225		71,776	89,720	0	0	107,664	0
56500	CAPITAL RESERVE CONSTRUCTION IN P						
TOTAL	CAPITAL OUTLAY	208,615	97,720	0	0	115,664	0
470-570-572-7220-7220		11,450	11,450	0	0	10,599	0
57100	OTTER SPRINGS PAR PRINCIPAL						
TOTAL	DEBT SERVICE	11,450	11,450	0	0	10,599	0
TOTAL	CULTURE/RECREATION	447,725	334,686	154,577	0	350,695	0
TOTAL	OTTER SPRINGS PARK	447,725	334,686	154,577	0	350,695	0

SUNGARD PENTAMATION, INC.
 DATE: 07/08/2013
 TIME: 09:19:17

GILCHRIST COUNTY BOCC
 REQUESTED EXPENDITURE BUDGET WORKSHEET

PAGE NUMBER: 3
 EXPBUD54

SELECTION CRITERIA: budorgn.fund='470'

FUND - 470 - OTTER SPRINGS PARK
 FUNCTION - 570 - CULTURE/RECREATION

ORGANIZATION ACCOUNT -----TITLE-----	PRIOR YEAR BUDGET	----- BUDGET	CURRENT YEAR YTD ACTUAL	----- PROJECTED	----- BASE	REQUESTED NEW PROGRAMS
TOTAL REPORT	447,725	334,686	154,577	0	350,695	0

MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: July 29, 2013

RE: Right of First Refusal, Warner-Harrell Conservation Easement, Suwannee County

RECOMMENDATION

Staff recommends waiving the District's right of first refusal to purchase the fee interest in the Warner-Harrell conservation easement in Suwannee County.

BACKGROUND

The District acquired a conservation easement on the 910-acre property from Curtis Walter Robert Harrell, et al. on October 5, 1999. Center State Bank of Florida N.A. gained control of the property from the Harrell family through a successful bid at a foreclosure sale on November 8, 2012. The bid was assigned to Park Properties, Inc. and a certificate of title was issued to the company on November 20, 2012.

Park Properties, Inc. marketed the property and entered a Purchase and Sale Agreement with TSE Plantation, LLC on June 18, 2013. The contract purchase price is \$1,300,000.00 or \$1,428.57 per acre. Staff has reviewed the District's resource protection objectives for the property and has concluded that a conservation easement will continue to offer a sufficient level of control. Should the Governing Board waive its right to purchase the property at this time, any proposed sale to a third party in the future would remain subject to the District's right of first refusal.

Attachments

MICROFILMED

Record, Return to \$
This instrument prepared by:
Sandra P. Stockwell, Esquire
Stowell, Anton & Kraemer
211 E. Call Street
Tallahassee, Florida 32301

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 5th day of October, 1999, by Curtis Walter Robert Harrell, Matthew Walter Harrell, Sara Beth Harrell and Curtis Robert Harrell, whose address is 14744 40th Street, Live Oak, Florida 32060 ("Grantors"), in favor of the Suwannee River Water Management District, a water management district created and existing under the provisions of chapter 373, Florida Statutes, having an address at 9225 CR 49, Live Oak, Florida 32060 ("Grantee").

WITNESSETH

WHEREAS, grantors are the sole owners in fee simple of certain real property in Suwannee County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (the "Property"); and

WHEREAS, the Property exists in a natural, scenic, wooded condition consisting primarily of flood plain adjacent to the Suwannee River and the parties desire to retain the Property in its natural, scenic, wooded condition, retaining the Property as suitable habitat for plants and wildlife and retaining the physical appearance of the Property; maintaining the Property in its existing state and for its existing uses; and providing area for water recharge and habitat for a variety of birds, plants, and animals (collectively, "conservation values"), all of great importance to Grantors, the people of Suwannee County and the people of the State of Florida; and

WHEREAS, the specific conservation values of the Property are documented in the "Baseline Inventory Report for the Warner-Harrell Conservation Easement Tract in Suwannee County, Florida, dated August, 1999, ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of the Suwannee River Management District and is incorporated by this reference. A copy of the Baseline Documentation is available from the District on request. Exhibit "B" is a copy of a map of the Property as contained within the Baseline Documentation.

WHEREAS, Grantors intend that the conservation values of the Property be preserved and maintained by the continuation of existing land use patterns, including, without limitation, those relating to timber production existing at the time of this grant, that do not significantly impair or interfere with those values; and

FL#9910069245 B 769 P 318
REC NO. 01929247538

REC-12750
05181-22
02-4777
W. RANDY HENDERSON CLERK
CO: SUWANNEE ST: FL

FILED AND RECORDED
DATE 10/19/1999 TM 10:38

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WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, including, without limitation, those involving timber production and passive recreation as are consistent with the purpose of this Easement.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - (a) The right to preserve and protect the conservation values of the Property;
 - (b) All future residential, commercial, industrial and incidental development rights of Grantors in the Property except as may be specifically provided in this Easement; provided, however, that Grantee may conduct only those activities specifically authorized to Grantee in this Easement.
 - (c) The right in Grantee to assign its interest in this Easement to any other governmental entity or non-profit agency whose purposes include the conservation of land or water areas, or the preservation of sites or properties; provided, however, that any grant by Grantee of a partial interest this Easement shall require the prior written consent of Grantors.
 - (d) The right to enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
 - (e) The right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantors' cost.

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- (f) The right of Grantee in its sole discretion to cut and remove timber damaged by natural disaster, fire, infestation or the like on the portion of the Property not within the boundaries of the Reserved Property. The "Reserved Property" is that part of the Property depicted as such in the Management Plan, a copy of which is attached as Exhibit "C" and incorporated by this reference. Any such cutting and removal shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.
- (g) The right of ingress and egress to the Property.
- (h) The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantors.
- (i) The right of first refusal to purchase the Property in fee if the Grantors propose to sell the Property to a third party other than a lineal descendent, and the right to purchase the Property from the estate or trust of Grantors or any one or more of them, or from a third party if a third party other than a lineal descendent receives the Property as a gift or devise. If the Property is purchased or received as a gift or devise by a lineal descendent or descendants of Grantors or any one or more of them, then such person shall be deemed to be a Grantor for purposes of continuing the effect of this paragraph against members of subsequent generations.
- (j) The right to be indemnified by Grantors for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantors' use and ownership of or activities on the Property.
- (k) The right to be indemnified by Grantors for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantors to the best of their knowledge.
- (l) The right to have the Property maintained in its natural state as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of the Reserved Rights, described in paragraph 4 of this Easement, and the Rights of Grantors as identified in this Easement.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) The construction or other placement of buildings, signs, billboards, or other advertising, utilities or other structure or facilities on or above the ground. Signs identifying the Grantors or the Grantee or regulatory signs such as "no trespassing", "no hunting", may be allowed if agreed to in writing by Grantors and Grantee.
- (b) Dumping or other placement of soil or other substances or materials as landfill, or the dumping or placement of trash, waste, unsightly, hazardous or offensive material on the Property.

- (c) The subdivision of the Property in any way.
- (d) The excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Property.
- (e) Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- (f) Acts or uses detrimental to the retention of land or water areas, natural or manmade in their natural, scenic, wooded condition, or to the use of the Property as a water recharge area, habitat, or for passive recreation.
- (g) Acts or uses detrimental to the preservation of structural integrity or physical appearance of the Property having historical, archeological or cultural significance.
- (h) The operation of dune buggies, motorcycles, all terrain vehicles or other loud, destructive or offensive recreational vehicles except as may be necessary by Grantors for maintenance or normal operations of the Property or during emergency situations.
- (i) The removal or destruction of trees, shrubs or other vegetation except as otherwise specifically provided in this Easement.
- (j) The construction of new roads and trails on the Property without Grantee's approval.
- (k) The conduct of controlled burns to any part of the Property other than that portion of the Property referred to as the Reserved Property.
- (l) The sale, lease, assignment or transfer of the Property except as a whole.

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4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- (a) The right to observe, maintain, photograph, fish, hunt, with or without dogs, introduce and stock native fish or wildlife on the Property, to use the Property for hiking camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees and so long as such activities are in compliance with the federal, state and local laws concerning such activities, and so long as such activities do not violate any of the prohibitions applicable to the Property as stated in paragraph 3, above.
- (b) The right to plant, cultivate, nurture, preserve, maintain, protect, pasture, farm, harvest and remove agricultural crops on only that portion of the Property depicted in the Management Plan

and referred to as the "Reserved Property".

- (c) The right to manage, maintain, harvest and replant all timber, including but not limited to, planted pines, natural growth pines and other timber on only that portion of the Property referred to as the Reserved Property pursuant to the provisions of the Management Plans.
- (d) The right to operate, nurture, grow, feed pasture, maintain and remove domestic livestock on only that portion of the Property referred to as the Reserved Property pursuant to the terms of the Management Plans.
- (e) The right to use and maintain existing trails and roads and to construct new trails and roads, subject to the approval of Grantee, such trails and roads to be limited to the purposes of hunting, hiking, horseback riding, emergency use and any other activity or use reserved to Grantors in this Easement, subject to the purposes of this Easement and the Prohibited Uses contained in this Easement.
- (f) The right to replace, repair and maintain and expand roads, culverts, fences, docks, riverbank steps and drainage structures that exist on the Property; provided, however, that the character of the improvements shall not be substantially changed and provided that necessary and appropriate permits are obtained.
- (g) The right to conduct controlled burning on the Reserved Property; provided, however, that Grantors shall use a duly certified burner to conduct the burn.
- (h) The right to exclusive use of the improvements depicted on the survey of the Property, and included within the boundaries of the Reserved Property (hereinafter the "Improved Property"); and the right to replace or restore such structures or improvements with structures similar in design and purpose with a combined square footage not to exceed the square footage of the current improvements on the Improved Property; and provided no such replaced or restored structures shall be used for any more intense use than the use made of the current structures at the date of this Easement, such use being occasional recreational use. Any such restoration or replacement shall conform to all applicable rules and regulations of governmental entities with jurisdiction.
- (i) The right to designate an area of the Property lying outside the 100-year floodplain, not to exceed five contiguous acres in size, for a future single-family homesite and such structures as are commonly appurtenant in the surrounding area to a five-acre, single-family homesite at the time the improvements are made. If Grantors exercise this right, Grantee shall be notified in writing and provided with a survey of the homesite parcel. The homesite parcel shall remain a part of the Property and be subject to the terms and conditions of the conservation easement except that use of the homesite parcel as a single family residence shall be deemed a Reserved Right.

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- (j) The right to have the Property managed to preserve the natural character of the forested floodplain, allowing sustainable forestry practices on that portion of the Property referred to as the Reserved Property, which shall be conducted by Grantors according to the Division of Forestry's Silvicultural "Best Management Practices" as amended from time to time, and which shall conform to Grantee's surfacewater management rules, as amended from time to time.
- (k) The right to sell, lease, transfer or assign the Property; provided, however, that the Property may not be transferred in parts but must be transferred, if at all, as a whole.
- (l) The right to mortgage the Property; provided, however, that the Mortgagor takes the Property subject to the provisions of this Easement.
- (m) The right to contest tax appraisals, assessments, taxes and other charges on the Property.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee or to obtain Grantee's approval prior to undertaking certain permitted activities, as provided in paragraphs 3 and 4, above, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice or approval is required Grantors shall notify Grantee in writing not less than sixty (60) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.1 Grantee's Approval. Where Grantee's approval is required, as set forth in paragraphs 3 and 4, above, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantors' written request therefor, or within three (3) business days after the next meeting of the Governing Board of Grantee, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantors fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fail to begin curing such violation within the 30-day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole

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discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

6.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.3 Waiver of Certain Defenses. Grantors hereby waive any defense of estoppel, or prescription.

6.4 Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

8. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

8.1 Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantors, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantors at the maximum rate allowed by law.

8.2 Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.

9. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 9.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement.

9.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended.

For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

9.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent

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domain, Grantee shall be entitled to compensation in accordance with applicable law.

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under §704.06, Florida Statutes, (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

11. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors: Bob Harrell
 14744 40th Street
 Live Oak, Florida 32060

To Grantee: Suwannee River Water Management District
 Director of Department of Land
 Acquisition and Management
 9225 County Road 49
 Live Oak, Florida 32060
 Phone: 904-362-1001
 Fax: 904-362-1056

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in timely fashion in the official records of Suwannee County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

14. Non-Homestead Certification. Grantors hereby certify that the Property is not the homestead of any of the Grantors nor the primary physical residence of any of the Grantors.

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15. General Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida.
- (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- (e) **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.
- (f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first

above written.

[Signature]
Curtis Walter Robert Harrell, Grantor

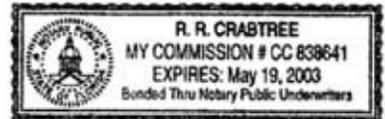
STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Curtis Walter Robert Harrell**, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.

[Signature]

Signed
R. R. Crabtree
Printed
NOTARY PUBLIC
My Commission Expires:



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[Signature]
Matthew Walter Harrell, Grantor

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Matthew Walter Harrell**, who is personally known to me or who has produced a state driver license as identification, and who

did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.



Signed
R. R. Crabtree

Printed
NOTARY PUBLIC
My Commission Expires:



Sara Beth Harrell, Grantee* *by [signature]*

*Sara Beth Harrell, by Curtis Walter Robert Harrell as attorney in fact

STATE OF Florida
COUNTY OF Duval

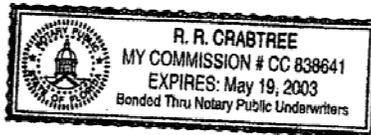
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Sara Beth Harrell** who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.



Signed
R. R. Crabtree

Printed
NOTARY PUBLIC
My Commission Expires:



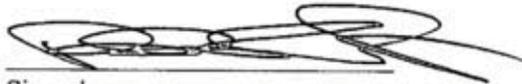
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Curtis Robert Harrell, Grantor

STATE OF Florida
COUNTY OF Duval

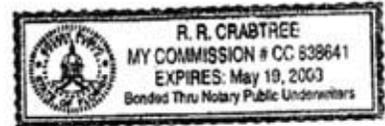
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Curtis Robert Harrell**, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.



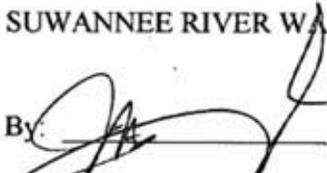
Signed
R. R. Crabtree

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NOTARY PUBLIC
My Commission Expires:



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SUWANNEE RIVER WATER MANAGEMENT DISTRICT, GRANTEE

By: 
Its: Executive Director

STATE OF Florida
COUNTY OF Suwannee



Lisa M. Cheshire
MY COMMISSION # CC800266 EXPIRES
January 3, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Jerry A. Scarborough, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day
of October, 1999.

Lisa M. Cheshire

Signed

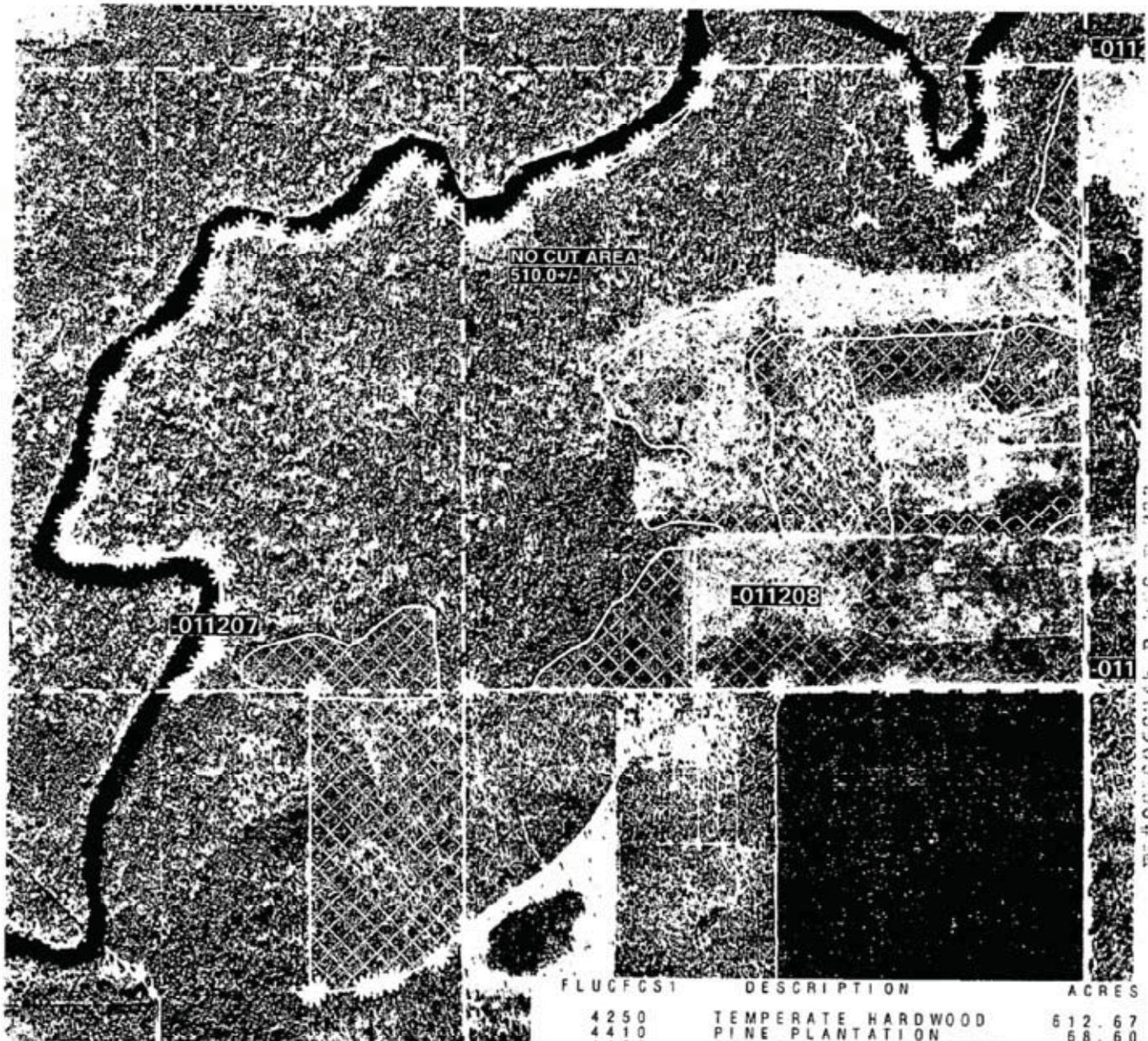
Lisa M. Cheshire

Printed

NOTARY PUBLIC

My Commission Expires: January 3, 2003

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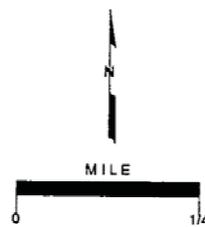
FLUGFCS1	DESCRIPTION	ACRES
4 2 5 0	TEMPERATE HARDWOOD	6 1 2 . 6 7
4 4 1 0	PINE PLANTATION	5 8 . 6 0
4 4 3 0	FOREST REGENERATION	2 2 1 . 8 0
5 1 0 0	STREAMS & WATERWAYS	9 . 2 4

Warner - Harrell Conservation Easement Exhibit B Suwannee County

912.32 Acres +/-

- Harrell Boundary & Landuse
- Cut Area (Reserved Property)
- GPS Points

NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards.



Map Scale 1 : 15,840



August 30, 1999

DESCRIPTION (CONSERVATION EASEMENT)

BEGIN at the Northeast Corner of Section 18, Township 1 South, Range 12 East, Suwannee County, Florida and run thence South 00 degrees 55 minutes 31 seconds East, along the East boundary of said Section 18, 2044.67 feet to a point on the North boundary of a County Graded Road, thence run along the North boundary of said County Graded Road as follows: South 43 degrees 29 minutes 22 seconds West 363.50 feet to a point, thence South 63 degrees 11 minutes 32 seconds West 432.44 feet to a point, thence South 70 degrees 19 minutes 40 seconds West 143.25 feet to a point, thence South 81 degrees 15 minutes 00 seconds West 114.54 feet to a point, thence South 85 degrees 14 minutes 33 seconds West 434.18 feet to a point on the West Boundary of the East Half of the Northeast Quarter of said Section 18, thence North 00 degrees 48 minutes 18 seconds West, along the West Boundary of the East Half of the Northeast Quarter of said Section 18, 2585.10 feet to the Northwest Corner of the East Half of the Northeast Quarter of said Section 18, thence South 89 degrees 12 minutes 40 seconds West, along the South boundary of Section 7, Township 1 South, Range 12 East, 1158.61 feet to a point on the ordinary high water line of the Suwannee River, thence run along the ordinary high water line of said Suwannee River as follows: North 40 degrees 39 minutes 44 seconds East 290.67 feet to a point, thence North 49 degrees 39 minutes 01 seconds East 151.86 feet to a point, thence North 11 degrees 35 minutes 12 seconds West 102.16 feet to a point, thence North 20 degrees 02 minutes 08 seconds East 285.29 feet to a point, thence North 02 degrees 01 minutes 37 seconds West 295.01 feet to a point, thence North 31 degrees 32 minutes 18 seconds West 186.10 feet to a point, thence North 67 degrees 37 minutes 13 seconds West 168.94 feet to a point, thence South 79 degrees 11 minutes 30 seconds West 386.50 feet to a point, thence South 85 degrees 24 minutes 34 seconds West 194.77 feet to a point, thence North 85 degrees 22 minutes 06 seconds West 434.29 feet to a point, thence North 50 degrees 54 minutes 24 seconds West 136.95 feet to a point, thence North 09 degrees 18 minutes 15 seconds East 202.73 feet to a point, thence North 33 degrees 01 minutes 57 seconds East 334.10 feet to a point, thence North 10 degrees 50 minutes 26 seconds East 355.39 feet to a point, thence North 07 degrees 24 minutes 50 seconds East 225.44 feet to a point, thence North 17 degrees 19 minutes 37 seconds East 295.53 feet to a point, thence North 34 degrees 02 minutes 41 seconds East 396.56 feet to a point, thence North 65 degrees 03 minutes 00 seconds East 246.66 feet to a point, thence North 46 degrees 04 minutes 23 seconds East 429.10 feet to a point, thence North 19 degrees 15 minutes 05 seconds East 248.02 feet to a point, thence North 15 degrees 12 minutes 02 seconds East 328.89 feet to a point, thence North 68 degrees 35 minutes 44 seconds East 221.77 feet to a point, thence South 82 degrees 54 minutes 46 seconds East 238.14 feet to a point, thence South 74 degrees 53 minutes 35 seconds East 265.10 feet to a point, thence North 73 degrees 09 minutes 36 seconds East 328.04 feet to a point, thence North 48 degrees 22 minutes 21 seconds East 436.43 feet to a point, thence North 39 degrees 52 minutes 10 seconds East 243.66 feet to a point, thence North 49 degrees 00 minutes 31 seconds East 164.54 feet to a point, thence South 57 degrees 14 minutes 04 seconds East 199.46 feet to a point, thence South 23 degrees 11 minutes 02 seconds East 307.37 feet to a point, thence South 51 degrees 03 minutes 20 seconds East 316.63 feet to a point, thence South 49 degrees 53 minutes 58 seconds East 80.46 feet to a point, thence North 54 degrees 10 minutes 01 seconds East 72.08 feet to a point, thence North 62 degrees 10 minutes 00 seconds East 280.50 feet to a point, thence North 37 degrees 07 minutes 53 seconds East 297.16 feet to a point, thence North 58 degrees 10 minutes 31 seconds East 254.16 feet to a point, thence North 77 degrees 42 minutes 14 seconds East 311.82 feet to a point, thence North 60 degrees 41 minutes 10 seconds East 401.46 feet to a point, thence North 50 degrees 50 minutes 53 seconds East 648.00 feet to a point, thence North 21 degrees 02 minutes 49 seconds East 275.65 feet to a point, thence North 22 degrees 35 minutes 15 seconds East 28.67 feet to a point on the North boundary of Section 8, Township 1 South, Range 12 East, thence North 89 degrees 05 minutes 50 seconds East, along the North boundary of said Section 8, 1570.59 feet to a point on the ordinary high water line of the Suwannee River, thence run along the ordinary high water line of said Suwannee River as follows: South 30 degrees 37 minutes 49 seconds East 275.67 feet to a point, thence South 07 degrees 43 minutes 00 seconds East 492.19 feet to a point, thence South 19 degrees 16 minutes 13 seconds East 160.08 feet to a point, thence South 54 degrees 11 minutes 02 seconds East 187.18 feet to a point, thence North 71 degrees 11 minutes 25 seconds East 163.89 feet to a point, thence North 70 degrees 22 minutes 33 seconds East 183.25 feet to a point, thence North 37 degrees 08 minutes 13 seconds East 130.51 feet to a point, thence North 16 degrees 56 minutes 28 seconds East 208.76 feet to a point, thence North 14 degrees 07 minutes 46 seconds West 283.96 feet to a point, thence North 03 degrees 50 minutes 42 seconds East 233.70 feet to a point, thence North 26 degrees 19 minutes 06 seconds East 80.85 feet to a point on the North boundary of said Section 8, thence North 89 degrees 05 minutes 50 seconds East, along the North boundary of said Section 8, 776.49 feet to the Northeast Corner of said Section 8, thence South 01 degrees 06 minutes 51 seconds East, along the East boundary of said Section 8, 5302.65 feet to a point on the North boundary of said County Graded Road, thence South 89 degrees 36 minutes 10 seconds West, along the North boundary of said County Graded Road, 1708.49 feet to a point, thence South 87 degrees 14 minutes 27 seconds West, along the North boundary of said County Graded Road, 964.41 feet to the Southeast Corner of the Southwest Quarter of said Section 8, thence South 89 degrees 14 minutes 08 seconds West, along the South boundary of said Section 8, 1348.11 feet to a point, thence South 89 degrees 27 minutes 48 seconds West, along the South boundary of said Section 8, 1324.08 to the POINT OF BEGINNING, Containing 912.32 acres.

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REC NO. 01929247538

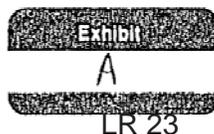
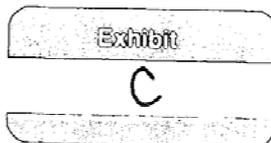


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INTRODUCTION AND PURPOSE

The Harrell family, as owners of the property described and detailed on the attached map, convey to the Suwannee River Water Management District, the right to preserve and protect the conservation values of the referenced property in perpetuity for the benefit of this generation and generations to come.

The Conservation Easement, duly executed and recorded, is the legally binding document. It is the prevailing document that spells out the interest conveyed and the rights and responsibilities of the Grantor and Grantee. The Management Plan, submitted by the Grantor to the Grantee, relates to the Grantor's uses, operations and improvements upon the property as reserved or permitted by this Easement. From time to time, Grantor may revise the Management Plan, subject to approval of both parties. For the purposes of future generations, the review or revision of the Management Plan should occur no less frequently than every five (5) years.

1. TERMS AND DEFINITIONS

Owners – The term used to collectively refer to Curtis Walter Robert Harrell, Matthew Walter Harrell, Sara Beth Harrell and Curtis Robert Harrell.

Grantors – The term used to collectively refer to Curtis Walter Robert Harrell, Matthew Walter Harrell, Sara Beth Harrell and Curtis Robert Harrell.

Grantee – The term used to refer to the Suwannee River Water Management District.

SRWMD - The term used to refer to the Suwannee River Water Management District.

Reserved Property – The term used to refer to the parcel that the Owners reserve the right to plant, cultivate, nurture, preserve, maintain, protect, pasture, farm, harvest and remove agricultural crops, pursuant to the Management Plan.

Cut Zone – The term used to refer to the Reserved Property.

Improved Property – The term used to refer to the area where the recreational structures and improvements are located.

Stands 1 through 5 – The areas described in the Management Plan otherwise known as the Reserved Property, or “Cut Zone”.

Stand 6 – The area described in the Management Plan as the hardwood hammock, otherwise known as the “No-Cut Zone”. All timber on this stand is owned by the SRWMD.

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2. LOCATION

The subject property is 906.5 contiguous acres, more or less, located in sections 7, 8, 17 and 18 of Township 1 South, Range 12 East. The Suwannee River serves as most of the tracts northern boundary (see Appendix "A" – Location Map).

3. MANAGEMENT OBJECTIVES

The preservation and protection of the conservation values of the property and the utilization of the productive capacity of the land are the primary objectives of this management plan.

The conservation values of the property will be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to timber production existing at the time of this grant that do not significantly impair or interfere with the property's conservation values.

4. SOIL AND WATER

Soil and water conservation associated with forestry operations is best accomplished by adherence to Florida's Silvicultural Best Management Practices. Forestry activities contained in this plan must always be undertaken within the BMP guidelines.

Other land use operations such as farming or grazing are also subject to rules and regulations enacted to protect natural resources. Agencies such as IFAS, the Natural Resources Conservation Service and/or local soil and water Districts shall be utilized for applicable Best Management Practices.

A. Soils

Blanton soil types predominate on the property. These soils are characterized by thirty inches or more of moderately well drained to excessively drained, loose fine sand over stratified layers of sandy loam to sandy clay (ref. Suwannee County Soil Survey). There is a finger of Lakeland soil type located in the northeast corner of the property. This is a well-drained, loose fine sand, 42 inches or more deep, underlain in places by a thin layer of fine sandy loam or fine sandy clay loam. Below this is limerock (ref. Suwannee County Soil Survey).

These soils are suitable for timber management and cultivation. However, their droughty and excessively drained nature must be considered before management actions are taken. Exposure of the mineral soil should be minimized and organic layer deposition encouraged to protect and enhance the exchange capacity and filtering ability of the soil. Fertilizers and chemicals must be applied at rates that restrict soil transport and ground water infiltration.

Soil considerations and seasonal rainfall trends help establish the optimum time for silvicultural and farming activities. The excessively drained nature of these soils requires consistent rainfall be anticipated before planting.

Roads, trails and firelines should be maintained with a minimum of slope and with ground cover where prudent. Turn-outs, settling areas and road steps may slow and confine excessive surface water run-off.

Several sinkholes exist where silvicultural and other operations will occur. Best Management Practice guidelines establish set-back distances and other restrictions for these areas.

5. TIMBER MANAGEMENT ON THE RESERVED PROPERTY

The Owners will manage, maintain, harvest and replant all timber, including but not limited to, planted pines, natural growth pines and other timber on the Reserved Property.

Timber management activities planned are consistent with sustainable forestry practices that maintain, enhance and protect the productivity and conservation qualities of the land. Silvicultural practices anticipated include mechanical and chemical site preparation, prescribed burning, competition control, fertilizer application, and other actions deemed appropriate for achieving overall stand improvement and soil and water conservation. All activities comply with Florida Best Management Practices.

Timber Management Objectives

The primary timber management objective is to initiate, maintain and improve the health, growth and economic return of stands under timber management. Maintenance of natural communities and forest recreation are secondary objectives. All practices contained in this plan are consistent with soil and water conservation.

Specific Timber Management Activities

Following are descriptions of some of the normal silvicultural activities used for timber management. Practices will change and new technologies and techniques will be employed from time to time.

Reforestation

There are approximately 185.5 acres of contracted mature timber scheduled for harvest by February 2002. As these stands are removed, reforestation of planted pine will be initiated. Appropriate reforestation strategies, consistent with the objectives and practices mentioned above, will be employed to establish the new plantations.

The Owners will continue timber management on the property on a sustained and perpetual basis. There are approximately 211 acres of young pine plantation on the tract. As these stands mature these stands may or may not be clearcut. Reforestation

may be undertaken naturally or by other means, depending upon various factors at that time.

Prescribed burning

The benefits of prescribed fire to timber management specifically and land management on the whole are well documented. Some of the uses of prescribed fire are to emulate natural historic fire intervals, limit herbaceous and woody competition, encourage pine regeneration, maintain ground covers beneficial to native wildlife, recycle soil nutrients and assist in the site preparation process. In addition, fuel reduction fires reduce the risk of uncontrolled wildfires and leave an aesthetically pleasing landscape.

There are 103 acres of longleaf pine plantation on the property ranging in age from 7-9 years. Young longleaf is tolerant of fire when compared with other southern pine species and produces high quality pine straw and timber products. These stands will receive a winter prescribed burn as soon as conditions allow.

There are also 50 acres of slash pine (planted 1990) and 58 acres of loblolly pine (planted 1992) on the tract. Prescribed burning plans are dependent upon the amount of understory fuels and the associated risks to the overstory. Other practices (mowing, etc.) may permit the burning schedule to be moved up on these stands.

All prescribed burning activities shall be conducted by a Florida certified burner.

Amended Treatments

Fertilization

Dependent upon the needs of the timber stand, fertilizer may be utilized to make up soil nutrient deficiencies, increase stand growth and improve stand health. Fertilizer application is dependent upon the age and vigor of the stand, the tree species, the cost-benefit ratio and other factors. Both macro and micro-nutrients will be considered for application. All fertilizer applications will be consistent with soil and water conservation objectives.

Herbicide

From time to time, some timber stands may require herbicide application. Herbicide applications reduce fire hazard, increase tree vigor and health, maintain beneficial understory and ground cover successional stages and prepare the stand for other treatments. Herbicide application shall be performed by licensed Florida herbicide applicators and be consistent with soil and water conservation objectives.

Mechanical Amendments

Mechanical amendments include mowing, disking, pushing and any other activity utilizing mechanical means to accomplish an objective. Fire protection, competition control and wildlife habitat enhancement is a few examples of the benefits of mechanical activity.

6. CULTIVATION/GRAZING ON THE RESERVED PROPERTY

Farming and domestic livestock operations are endeavors that may undertaken in the future.

The Management Plan shall be amended and approved by both parties prior to such undertaking. All such operations shall be conducted in accordance with applicable Best Management Practices in effect or developed at the time of the amendment.

7. WILDLIFE

Management strategies are designed to enhance natural diversity and provide adequate forage for resident wildlife. Wildlife benefits are secured through reforestation, prescribed burning, mowing, supplemental plantings of small grains and legumes and other means. Management prescriptions incorporate habitat and forage improvements for game and non-game species.

Specific Actions

Forage Planting

Forage availability may be enhanced by supplemental plantings of legumes, perennial grasses or small grains in small openings. Firelines and timber type borders provide excellent opportunities for plantings. Forage enhancement is best utilized at the intersection of two or more natural habitats.

Nuisance exotics or non-native plants listed by the Exotic Pest Council (EPPC) shall not be planted on the Property, except pasture grasses approved for domestic use and listed in the Management Plan. The owners and the SRWMD shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. Expenditures for such management and control shall be shared only with the prior agreement of both parties.

Firelines

Firelines are recommended along stand perimeters and property boundaries. In addition to wildfire protection, harrowed firebreaks provide travel corridors, permanent openings and transition zones for resident wildlife. They also increase tract accessibility and wildlife observation opportunities. Fireline maintenance should be performed in early winter when soil disturbance encourages seed distribution of native food plants (beggarweed, partridge pea, etc.).

Prescribed burning

Prescribed burning provides improved wildlife habitat by maintaining grass, sedge and forb dominated successional stages that would be lost over time. Burning rotations of 2-

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3 years are recommended for this type of forage. Fire also limits hardwood encroachment and increases soil nutrient recycling.

Other

Wildlife benefits are derived by retaining snags and mast-producing trees (oak, hickory) whenever possible. Snags serve as food depositories and shelter for a broad array of birds and mammals as well as perch trees for birds of prey. There is considerable evidence to suggest that healthy populations of non-game bird species increase overall forest health and vigor.

8. RECREATION

Hunting, fishing, hiking, nature study and wildlife observation are examples of some of the recreational opportunities available on the property. To that end, some management activities, such as food plots, trails, observation blinds, etc., may be undertaken.

The Owners preserve the right to use and maintain existing trails and roads. Construction of new trails and roads is subject to approval of the SRWMD.

9. PRESERVATION

The legal rights and restrictions inherent in land ownership, the purchase of the development rights of the Property and the timber ownership by the SRWMD on the +/- 510 acres of hardwood hammock define the preservation component of this plan. The District's purchase of the timber resource in the hammock allows for the maintenance of that portion of the property in its natural state as the property develops through the forces of nature.

10. CONSERVATION

Essential to this plan is the conservation of the benefits, such as clean water and soil productivity, received from the processes working through the natural resource as a whole.

Water purification is a process dependent upon the chemical and physical characteristics of the soil. Nutrient recycling is a process effected by the attributes of water. Federal, State and local civil governments have enacted laws and regulations ultimately designed to conserve the benefits society receives from these processes by protecting the resource elements themselves.

The management actions proposed in this plan are consistent with all legal requirements concerning the conservation and protection of the natural resource.

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Continue pine straw operations to age 14. In most cases, the dynamics of stand growth (limbs falling, open crowns) forgo sustained straw harvest after this age.

Thin the stand by removing the suppressed and small diameter trees to 70 square feet of basal area at age 15.

The growth and health of slash pine plantations on sandy soils drops considerably after age 20. Final harvest the stand between age 20 and 22 depending on market conditions. Wet conditions throughout the region will provide the highest prices for this dry timber.

Stand 2.

Stand 2 consists is 50 acres of slash pine established in 1990.

Mow rows wherever possible and when crown height allows, conduct a winter burn under the stand.

If pine straw operations are possible but herbaceous competition remains, herbicide should be applied. Apply 6 ozs. of Arsenal per acre to the ground cover and understory.

At least one year after the burn and after accounting for sufficient stocking levels (450 trees per acre minimum), fertilize with 125 pounds of DAP.

Thin the stand around age 15 to 70 square feet of basal area.

Final harvest between ages 20-22 based on market conditions.

Stands 3 & 4.

Stand 3 is 50 acres of longleaf plantation established in 1990.

Stand 4 is 53 acres of longleaf plantation established in 1992.

Mow rows wherever possible and winter burn as soon as practical. Continue to burn as needed on 3-4 year intervals.

Thin the stand around age 17 to 70-80 square feet of basal area.

Depending on markets and conditions, a second thinning may be performed around age 26.

Final harvest the stand at age thirty five. If obvious natural regeneration has already occurred, thin the stand a third time to a seed tree cut of 25-30 trees per acre. Designate the best trees as leave trees, using consistent spacing. Prepare the ground by exposing the mineral soil with early fall control burns and mechanical means. After sufficient regrowth is established, final harvest the seed trees. If natural regeneration is not desirable, prepare the land as described for the clearcut acres of stand 1.

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Stand 5.

Stand 5 consists of 58 acres of loblolly pine planted in 1992.

Mow between the rows wherever possible and when crown height allows, conduct a winter controlled burn.

Fertilize the stand around age 9 with 125 pounds of DAP. Wait 18 months after the fertilizer application before control burning again.

Thin the stand to 70 square feet of basal area around age 14.

Schedule final harvest between ages 20-22 based on market conditions.

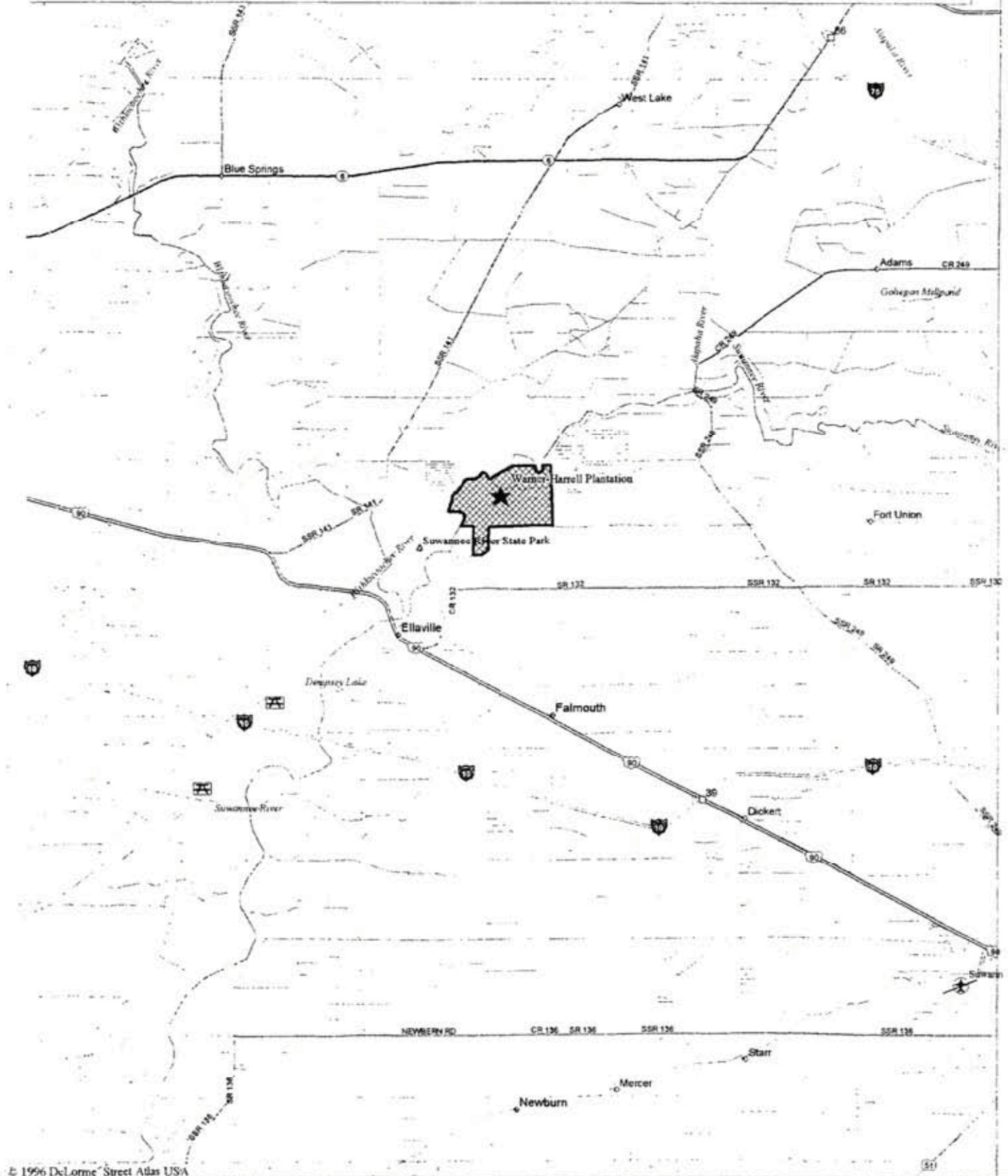
Stand 6.

Stand 6 consists of 510 acres of over mature hardwood hammock.

The SRWMD owns all the timber on this stand and controls any silvicultural initiatives.

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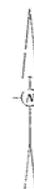
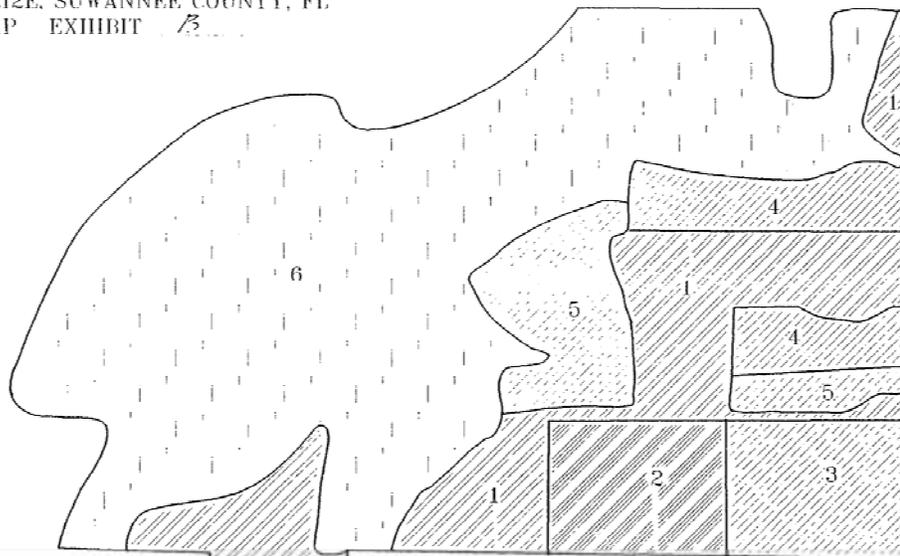
Appendix A - Location Map



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RMC NO. 01929247530

WARNER-HARRELL PLANTATION CONSERVATION EASEMENT LANDS

SEC 7.8.18, T1S,R12E, SUWANNEE COUNTY, FL
TIMBER TYPE MAP EXHIBIT 13



STAND NO.	TYPE	ACRES
1	SOLD TIMBER	185.5
2	1990 SLASH	50
3	1990 LONG LEAF	50
4	1992 LONG LEAF	53
5	1992 LOBLOLLY	58
6	NATURAL HARDWOOD	510
TOTAL		906.5

1" = 660'

0 1000 Feet

0 10 20 Chains

PI#9910059245 B 769 P 36;
REC NO. 01929247336

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), if executed by all parties within 5 days from the first to execute, shall be effective upon the Effective Date as such term is defined in Section I below, between Park Properties, Inc. ("Seller"), and TSE Plantation, LLC, a Florida limited liability company, or its assigns in accordance with Section W below ("Buyer"). In consideration of the premises, mutual promises, Ten Dollars and other good and valuable consideration paid by Buyer to Seller, receipt hereby acknowledged, the parties promise and agree as follows:

- A. **STATEMENT OF FACTS.** Seller is the fee simple owner of that certain real property as identified by the Property Appraiser of Suwannee County, Florida as Parcel Numbers 0956600.0001; 0956600.0002; and 0963500.0000 legally described as

Parcel 4: All Section 7 in Suwannee County, Florida (Lots 2, 5 & 6 Frac. East 1/2), Section 7, Township 1 South, Range 12 East, Deed Record Book 85, Pages 117-8-9. (SUBJECT TO CONSERVATION EASEMENT IN OR BOOK 769, PAGE 318)

Parcel 5: All of Section 8 in Suwannee County, Florida Section 8, Township 1 South, Range 12 East, Deed Record Book 36, Pages 510-11, T.D. Book 42, Pages 107-8, TD Book 42, Pages 105-6, QCD Book 33, Pages 120-1, Deed Record Book 40, Pages 285-6, Deed Record Book 39, Pages 366-7, O.R. 226, Page 619, Less Right of Way.
(SUBJECT TO CONSERVATION EASEMENT IN OR BOOK 769, PAGE 318)

Parcel 7: East 1/2 of Lot 1 or East 1/2 of Northeast 1/4, Less 1A Right of Way, Deed Record Book 43, Pages 258-9 and Lot 6 or East 1/2 of Southeast 1/4, less 1A Right of Way, Deed Record Book 56, Page 345, Deed Record Book 80, Pages 80-1-2, Section 18, Township 1 South, Range 12 East, Less that Part Conveyed in O.R. Book 1074, Page 96.
(SUBJECT TO CONSIDER CONSERVATION EASEMENT OR BOOK 769, PAGE 318)

together with all improvements and appurtenances thereto (the "Property"). Seller agrees to sell and Buyer agrees to purchase the Property in accordance with and subject to the terms and provisions hereof.

- B. **DEPOSIT.** Within three business days after the Effective Date, Buyer shall deposit in escrow with Ansbacher & Schneider, P.A. ("Escrow Agent") the sum of \$50,000.00 ("Deposit"). The Deposit shall be applied to the Purchase Price at Closing, as defined below, unless otherwise paid over by the Escrow Agent in accordance with the terms of this Agreement. Escrow Agent is counsel to Seller, and all parties agree that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Seller notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

Escrow Agent is acting in the capacity as a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless caused by the gross negligence or willful malfeasance of Escrow Agent. Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from any and all costs, damages and expenses, including reasonable attorney's fees (before trial, at trial, or on appeal), incurred in its compliance with the terms of the Agreement (including without limitation any interpleader action). Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five business days after written request. Escrow Agent shall not be required to take any action for which the Escrow Agent has sought approval of Buyer and/or Seller unless such approval has been established. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required. All notices to Escrow Agent must be in writing.

- C. **PURCHASE PRICE.** The purchase price of the Property is the sum of \$1,300,000.00 ("Purchase Price"). The Purchase Price is based upon an estimated size of 910 gross acres. Should the either party provide evidence from a Florida licensed surveyor prior to expiration of the Inspection Period establishing the gross acreage of the Property deviates more than 0.5% from the estimated 910 acres, than the Purchase Price will be adjusted proportionately. The Purchase Price shall be paid, subject to prorations and adjustments as called for herein, in immediately available federal funds at Closing.
- D. **PROPERTY DISCLAIMER.** It is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, since Seller has never physically occupied the Property and therefore has limited knowledge of the Property. Buyer agrees that with respect to the Property, Buyer has not relied upon and shall not rely upon, either directly or indirectly, any representation or warranty of Seller or of Seller's agents or employees, past or present not specifically set forth in this Agreement. Buyer represents that Buyer is a knowledgeable purchaser of real estate and that it is relying solely on Buyer's expertise and that of Buyer's consultants, and that Buyer has conducted such inspections and investigations of the Property, including, but not limited to, the physical, regulatory and environmental conditions thereof, and shall rely upon same. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, where is," with all faults, and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph shall expressly survive Closing of this Agreement and not merge therein.

Buyer may conduct inspections of the Property following execution of this Agreement in accordance with the terms and through the termination of this Agreement. If in Buyer's sole and absolute determination the condition of the Property is unsatisfactory to Buyer for any or no reason, Buyer may terminate this Agreement prior to the expiration of the 30th day following the Effective Date ("Inspection Period") by delivery of written notice to the Seller whereupon the Deposit shall be repaid to Buyer. If Buyer has not terminated the Agreement by the expiration of the Inspection Period, all rights of the Buyer to terminate this Agreement under this Section shall cease. Following execution through the termination of this Agreement, Seller shall permit Buyer and Buyer's designated representatives to enter upon the Property for the purpose of making inspections and tests as Buyer may determine, it being understood and agreed that Buyer (a) shall be responsible to restore any portion of the Property that may be damaged as a result thereof and (b) shall and does indemnify and save Seller harmless as a result of such acts on the part of Buyer and Buyer's designated representatives. Buyer shall confirm all parties acting on Buyer's behalf to inspect the Property are properly licensed and insured prior to rendering any such services. This Section shall survive termination of this Agreement.

- E. **REPRESENTATIONS OF SELLER.** Seller agrees, represents, and warrants that as of Effective Date and as of Closing, Seller (i) has the power and authority and has obtained any and all consents required therefor to enter into this Agreement; and (ii) shall not materially alter the condition of the Property following the Effective date without Buyer's consent. The person(s) signing this Agreement on behalf of Seller is authorized to do so.
- F. **TITLE EVIDENCE.**
- a. Within 5 business days after Effective Date, Seller shall deliver to Buyer a commitment for title insurance ("Commitment") together with all supporting documents, issued by Ansbacher & Schneider, P.A. as an agent of a title company licensed in the State of Florida ("Title Company").
 - b. Within 5 business days after Effective Date, Buyer may order a new survey of the Property ("Survey") certified to Buyer, Seller, the Title Company and to any other entity as may be designated by Buyer. The Survey shall be made in accordance with Florida Statutes Section 472.027 and all promulgated rules pursuant thereto. Buyer shall be responsible for the cost to obtain a surveyor's flood elevation certificate if required.
 - c. The Commitment and Survey, if Buyer elects to timely obtain same, are hereafter collectively called the "Title Evidence". Buyer and Buyer's attorney shall have 5 days after receipt of all of the

Title Evidence, but in no event longer than the expiration of the Inspection Period, in which to examine the same. In the event that the Title Evidence discloses any title exceptions which adversely affect the title to or the value of the Property ("Unpermitted Exceptions"), Buyer shall send written notice of such Unpermitted Exceptions to Seller prior to the expiration of the Inspection Period. Seller agrees to use due diligence to satisfy, release, or remove ("cure") any Unpermitted Exceptions however, Seller shall not be obligated to initiate or participate in any judicial or quasi-judicial action. If Seller is unable to cure all Unpermitted Exceptions prior to Closing, Seller shall have the right to postpone the Closing for a period not to exceed 30 days commencing as of Buyer's notice of such Unpermitted Exceptions ("Cure Period"). If Seller is unable to cure any Unpermitted Exceptions within the Cure Period, Buyer may in its sole discretion elect, within 10 days' notice of Seller's inability to cure any Unpermitted Exception, either to (i) terminate the Agreement whereupon the Deposit shall be returned to the Buyer; or (ii) waive such objection to the Unpermitted Exceptions and proceed with the Closing. All title exceptions disclosed by the Title Evidence which the Buyer does not notice Seller to be an Unpermitted Exception or to which Buyer's objection is subsequently waived shall be defined as Permitted Exceptions.

- d. Seller shall keep title to the Property in agreed condition in accordance with this Section F until termination of all Buyer's rights under this Agreement. At Closing, the Commitment shall be brought to date and the Seller shall execute and deliver a standard "gap" affidavit, and Seller will cause to be delivered to Buyer at Closing a marked-down Title Commitment obligating the Title Company to deliver to Buyer an Owner's Policy of Title Insurance (the "Owner Title Policy") issued by the Title Company insuring Buyer's title in marketable fee simple to the Property in the amount of the Purchase Price and containing no exceptions other than the Permitted Exceptions. Title to the Property shall be conveyed by Special Warranty Deed ("Deed"), subject only to the Permitted Exceptions together with exclusive possession of the Property unless specifically indicated otherwise herein.

G. PAYMENT OF CLOSING COSTS.

- a. Seller shall pay for:
 - i. Documentary Stamps on Deed;
 - ii. Seller's attorney's fees;
 - iii. Commitment of Title Insurance and Owner's Title Policy;
 - iv. Real Estate Broker Commission; and
 - v. Satisfying existing mortgages, if any.
- b. Buyer shall pay for:
 - i. Recording Deed; and
 - ii. Buyer's attorney's fees.

- H. PRO-RATIONS.** Any taxes, district, county or municipal fees and assessments, and solid waste and stormwater fees on the Property shall be respectively prorated at Closing as of the expiration of the day immediately preceding Closing. Tax pro-rations shall be based upon the amount of the current real property taxes if the amount thereof then be known; otherwise, upon the previous year's taxes.

Buyer should not rely on Seller's current property taxes as the amount of property taxes Buyer may be obligated to pay in the year subsequent to purchase. Change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If any questions concerning valuation, contact County Property Appraiser's office for information.

- I. CONTINGENCY.** Buyer acknowledges that Suwanee River Water Management District ("District") retains a first right of refusal to purchase the Property ("ROFR"). The Effective Date of this Agreement shall be defined as the later of (i) 30 days following date both parties have executed this Agreement; or (ii) date in which the Seller shall notify the Buyer in writing ("Notice") that the District has elected not to purchase the Property under the ROFR based upon the offer represented in this

Agreement. This Agreement shall not be enforceable by or against any of the parties hereto unless and until Seller delivers the Notice to Buyer.

- J. **TIME AND PLACE.** Closing of the transaction contemplated hereby ("Closing") shall be on or before 10 days following the expiration of the Inspection Period. Notwithstanding, if time of any performance shall occur on a Saturday, Sunday or legal holiday under the laws of Florida or the United States, then time of performance shall be extended to the next permitted day. Place of closing shall be as designated by the Seller, however, the Closing may be conducted without personal attendance at Closing.
- K. **DEFAULT.** If all conditions precedent to Closing have been satisfied or waived by Buyer, title is of the quality herein required, and Buyer refuses to consummate Closing as agreed or Buyer otherwise defaults under the terms of this Agreement, then the Deposit shall be paid over by the Escrow Agent to the Seller and retained by the Seller as agreed and liquidated damages on account of Buyer's breach of contract and as sole recourse against Buyer, and all parties shall thereupon be released from all further obligation hereunder except as specifically survive this Agreement. The parties agree that in the event of Buyer's default, the damage that would be sustained by Seller would be speculative and not ascertainable, and that the retention of liquidated damages by payment of the Deposit to the Seller shall be Seller's sole and exclusive remedy in the event of Buyer's default. In the event of Seller's default, Buyer shall be entitled to (i) terminate this Agreement and the Deposit to be returned to the Buyer; or (ii) the right to seek specific performance if due to intentional and willful default by Seller, however under no circumstances shall Seller be held liable for any consequential or indirect damages. If either party shall terminate this Agreement for reason other than default but as permitted under the terms and conditions of the Agreement, then each party shall be required to pay the costs and expenses incurred by said party.
- L. **BROKERAGE.** Each party represents and warrants to the other that they have not utilized the services of any real estate broker other than Saunders Real Estate, LLC ("Broker") and shall indemnify and hold the other party harmless as to claims otherwise. Seller agrees to pay the Broker(s) 6% of the Purchase Price strictly upon this transaction closing in accordance with this Agreement and under no other circumstances; the Broker waiving any interest in the Deposit.
- M. **TIME OF ESSENCE.** Time shall be of the essence in this Agreement. All references shall be to calendar days unless specifically stated otherwise.
- N. **AMENDMENTS.** This Agreement contains the entire understanding between Buyer and Seller and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- O. **ATTORNEY'S FEES AND COSTS.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including reasonable attorney's fees whether in mediation, arbitration, pre-trial, trial, appeal, post judgment collection, or in any bankruptcy proceeding. Without limiting other provisions of this Agreement, this Section shall survive termination of this Agreement and shall not merge with Closing.
- P. **JURY TRIAL WAIVER.** Seller and Buyer each knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, related to or from this Agreement. Furthermore, Seller and Buyer agree that they will not seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived. Seller and Buyer have specifically negotiated for this waiver and understand the legal consequences of it.

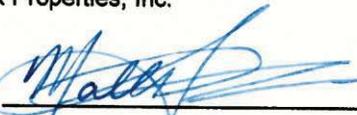
- Q. RISK OF LOSS.** If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the Purchase Price, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Agreement with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the Purchase Price, Buyer shall have the option of either taking Property as is, together with any insurance proceeds payable by virtue of such loss or damage, or of cancelling this Agreement and receiving return of the Deposit. If a material portion of the Property or material access to the Property is condemned or subject to a bona fide threat of condemnation prior to Closing, Buyer shall have the option of either taking Property as is, together with any condemnation award, or of cancelling this Agreement and receiving return of the Deposit.
- R. NOTICES.** Wherever notice, demand, or submission be given or served, such shall be deemed duly given or served if in writing and (i) personally delivered, (ii) sent by electronic transmission (i.e. facsimile or email) as set forth in this Section, provided same shall be deemed delivered only upon delivery of an acknowledgment by the recipient to the sender (excluding any automated response); or (iii) depositing the same with an overnight delivery service or certified mail addressed to all other parties hereto and the Escrow Agent as set forth below (or as changed by prior notice).
- | | |
|---------------------|---|
| If to Seller: | At the address(es) set forth following the signature of the Seller |
| If to Buyer: | At the address(es) set forth following the signature of the Buyer |
| If to Escrow Agent: | Lawrence V. Ansbacher, Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100, Jacksonville, Florida 32256
Email: lvansbacher@jaxlaw.com Facsimile: 904.296.2842 |
- S. CAPTIONS.** The captions for each Section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof.
- T. RADON GAS DISCLOSURE.** Radon gas 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 testing may be obtained from your county public health unit.
- U. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. The appropriate venue for any lawsuit arising from this Agreement shall be the County where the Property is located. This Agreement shall not be construed more strongly against the party preparing the same.
- V. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS.** Neither Buyer, nor any party providing funds to Buyer (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws (as defined herein); (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. For purposes of this Section V, the term "Anti-Money Laundering Laws" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a Financial Institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.
- W. ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Buyer shall have the

right to assign this Agreement to another party which is in control of, is controlled by or is under common control with the Buyer or the principals of Buyer, upon written notice to Seller at least five days prior to Closing; provided, however any such assignment shall not release the original Buyer from any obligation or liability under this Agreement arising before or after Closing. No other assignment of this Agreement is permitted.

- X. **EXECUTION.** Parties to this Agreement may execute via delivery of an electronic copy and if executed in two or more counterparts, each shall be an original and all collectively deemed one instrument.

BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND CONTRACTS OF EVERY KIND AND CHARACTER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; (iii) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES (PUBLIC OR PRIVATE); (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (v) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER OR ABOUT THE PROPERTY. THE TERMS OF THIS DISCLAIMER SHALL SURVIVE THIS AGREEMENT AND BE INCORPORATED INTO ANY DEED DELIVERED AT CLOSING AND SHALL SURVIVE THE CONVEYANCE THEREBY.

Park Properties, Inc.

By:  _____

Its _____ President

Address: 1234 King Street
Jacksonville, FL 32204

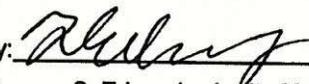
Phone #: 904/301-2419

Email: _____

Date of Execution: 6/18/2015

"Seller"

TSE Plantation, LLC,
A Florida limited Liability Company

By:  _____

Thomas S. Edwards, Jr., Its Manager

Address: 501 Riverside Avenue,
Suite 601, Jacksonville, FL 32202

Phone #: 904-399-1609

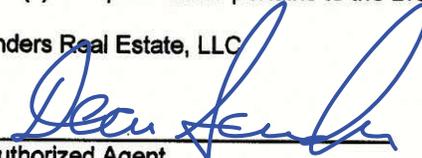
Email: tse@edwardsragatz.com

Date of Execution: 6/18/13

"Buyer"

The undersigned Broker(s) join in the execution of this Agreement for the purpose of agreeing to the terms and provisions thereof as same relate to the Broker(s). The Broker(s) further agree the Agreement may be hereafter modified and amended between the parties thereto without joinder or consent by the Broker(s) except as same pertains to the Broker(s).

Saunders Real Estate, LLC

By:  _____
Its Authorized Agent

Prepared by/Return to:
Lawrence V. Ansbacher, Esquire
Ansbacher & Schneider, P. A.
5150 Belfort Road, Building 100
Jacksonville, FL 32256

WAIVER OF RIGHT OF FIRST REFUSAL

THIS WAIVER OF RIGHT OF FIRST REFUSAL made effective the ____ day of _____, 2013 by Suwannee River Water Management District, a water management district created and existing under the provisions of Chapter 373, Florida Statutes, (the "District").

STATEMENT OF FACTS

A. Park Properties, Inc., a Florida corporation, (the "Corporation") is the fee simple owner of certain real property located in Suwannee County, Florida (the "Property"), which Property is more particularly described on Exhibit A attached. Such Property is subject to that certain Deed of Conservation Easement recorded in Official Records Book 769, page 318, of the public records of Suwannee County, Florida (the "Conservation Easement").

B. The Corporation has contracted to sell the Property pursuant to that certain Purchase and Sale Agreement between the Corporation as "Seller" and TSE Plantation, LLC, a Florida limited liability company, or its assigns, (the "Buyer") dated effective June 18, 2013 (the "Agreement"). The transaction contemplated by the Agreement as thereafter amended, so long as any such amendment does not materially alter the terms therein, shall be known herein as the "Proposed Transaction".

C. Section 2(i) of the Conservation Easement grants to the District the following rights:

"The right of first refusal to purchase the Property in fee if the Grantors propose to sell the Property to a third party other than a lineal descendent, and the right to purchase the Property from the estate or trust of Grantors or any one or more of them, or from a third party if a third party other than a lineal descendent receives the Property as a gift or devise. If the Property is purchased or received as a gift or devise by a lineal descendent or descendants of Grantors or any one or more of them, then such person shall be deemed to be a Grantor for purposes of continuing the effect of this paragraph against members of subsequent generations."

D. The District has received notification of the Proposed Transaction.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the District does hereby agree as follows:

1. The Statement of Facts is incorporated herein and, by this reference, made a part hereof.
2. The District waives its right of first refusal as set forth specifically in Section 2(i) of the Conservation Easement with regard to the Proposed Transaction. Such waiver shall not act to divest the District of such rights which would survive the Proposed Transaction as set forth in Section 2(i) of the Conservation Easement.

All signature(s) appear on following page(s).

IN WITNESS WHEREOF, the District has executed this instrument as of the Effective Date.

Signed, sealed and delivered
In the presence of:

1st Witness: _____
Print Name: _____

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT, a water
management district created and existing
under the provisions of Chapter 373,
Florida Statutes

2nd Witness: _____
Print Name: _____

By: _____

Its _____ (seal)

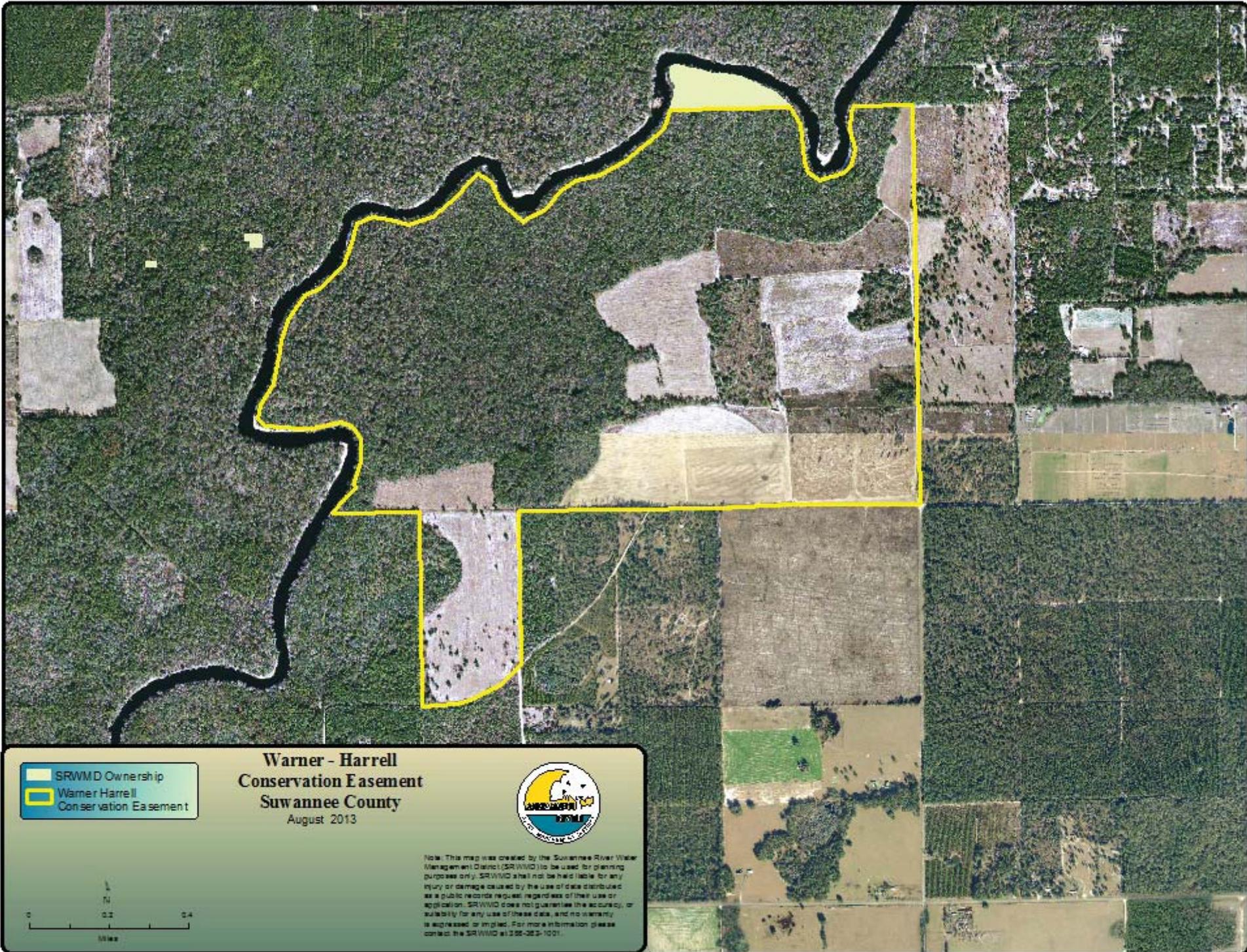
Witnesses to District

“DISTRICT”

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2013 by _____, _____ of Suwannee River Water
Management District, a water management district created and existing under the provisions of
Chapter 373, Florida Statutes, on behalf of said entity () who is personally known to me or ()
who has produced _____ (Florida Driver’s License) as identification.

Notary Public, State of Florida
My Commission Expires



- SRWMD Ownership
- Warner Harrell Conservation Easement

**Warner - Harrell
Conservation Easement
Suwannee County**
August 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 352-323-1001.



MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: July 29, 2013

RE: Approval and Execution of Utility Easements and two Supplemental Easements to Progress Energy in Madison and Taylor Counties and Acceptance of two Access Easements from Progress Energy

RECOMMENDATION

Staff recommends the Governing Board approve and execute a utility powerline easement and two supplemental easements to Progress Energy on District lands in Madison and Taylor Counties and accept two access easements to the District.

BACKGROUND

The District has received a request from Progress Energy Florida for the District to grant a 100 foot wide powerline easement and two 100 x 100 foot wide supplemental easements.

The linear powerline easement, 100 feet wide and 1.85 acres in size, represents a gap in an existing powerline easement that is already in place on the west border of the District's Cuba Bay tract. Progress Energy has no legal recorded easement to use this area.

The two supplemental 100 x 100 foot wide easements will be located within an existing 100 foot wide line easement that is already owned by Florida Power Corporation, a Florida corporation d/b/a Progress Energy Florida, and has been in place since May 1953. The supplemental easements are being acquired to allow "additional activity" not permitted by the original easement agreement. This easement is located in the southwest corner of the District's 482 acre Shady Grove tract.

Progress Energy has provided an appraisal to the District estimating the fair market value of the easements to be \$4,600. A staff review of the appraisal indicates that this value is supportable. Staff also concludes that the easements provide public benefits in line with Program Directive 92-1.

Progress Energy has also agreed to grant the District two access easements, 20 feet wide by 100 feet long, to provide the District with legal access from US Highway 19/27 to the District's 482 acre Shady Grove tract. Progress Energy will charge a one time \$1,000 administrative fee for these access easements.

Program Directive 92-1:

The purpose of this directive is to enable District staff to respond to requests for rights-of-way received from private interests, quasi-public utilities or other entities in a consistent and timely manner. To set guidelines that will allow the District to protect the natural state and condition of its lands, maintain adequate management control and receive just compensation for any rights in real property that may be conveyed and for degradation to the land.

The granting of an easement for commercial or utility purposes, not related to District land management activities, is considered incompatible with the purposes for which the lands were acquired as specified in Chapter 373F.S. The District recognizes that in some cases the public interests benefits of allowing a right-of-way to be sited may be more significant than the loss of use of the area to be affected.

Such requests will be considered for recommendation to the District's Governing Board only under the following circumstances:

1. The proposed project must provide significant public benefits.
2. The proposed project must provide the highest "Net Positive Benefit" to the natural resources.
3. Applicant agrees to pay fair market value and costs of administering the application including appraisal fee, survey fees and administrative and legal costs.

Staff will require certain information necessary to adequately describe and evaluate a request, including:

1. A map or aerial photograph at a scale of at least 1:24,000 showing the proposed route.
2. A complete description of all proposed alternative routes, including dimensions, and intended uses and anticipated life span.
3. Description of public interests benefit (see criteria below).
4. Proposed net positive benefit provided to the lands.

Following an evaluation of the request by the staff, a written report bearing the staff recommendation shall be sent to the applicant. The Governing Board will then consider the request.

Upon receipt by the District of a court-issued order of taking, the public benefit test will be considered to have been met. The requirement for a net positive benefit and just compensation may then be set by the court through the condemnation process.

If a right or rights are to be granted, they shall be described in the most limited manner and conveyed in the most limited form that meets the intended purpose. Specific maintenance and liability requirements will also be included in the conditions of the easement. The District will be the final arbiter in determining the actual location of the right-of-way. Easements may only be granted upon approval and execution by the Governing Board.

At the time of any conveyance by the District, the applicant shall provide: (1) payment for the fair market value as determined by a real estate appraiser from the District's approved list; (2) payment of any reasonable administrative, survey and legal costs; and (3) a binding agreement acceptable to the District as to the actions to be taken by the applicant to create the net positive benefit.



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **FLORIDA POWER CORPORATION, a Florida corporation d/b/a PROGRESS ENERGY FLORIDA, INC.** (GRANTEE herein) Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Madison County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: 19-1S-06-0107-001-000

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement

DESCRIPTION:

A 100 foot easement lying in Section 19, Township 1 South, Range 6 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 19, Township 1 South, Range 6 East, Madison County, Florida; thence North 00°19'19" West along the West line of the Southwest 1/4 of said Section 19, a distance of 560.51 feet to the POINT OF BEGINNING; thence continue along said West line, North 00°19'19" West, 160.28 feet; thence departing said West line, South 38°55'24" East, 816.34 feet; thence South 17°54'21" West, 88.62 feet to the South line of aforementioned Southwest 1/4 of Section 19; thence South 89°50'24" West along said South line, 105.19 feet; thence departing said South line, North 17°54'21" East, 67.14 feet; thence North 38°55'24" West, 636.98 feet to the POINT OF BEGINNING, containing 1.85 acres more or less.

SURVEYORS REPORT

1. Bearings are GRID and are based on the West Line of the Southwest 1/4 Section 19, Township 1 South, Range 6 East, Madison County Florida, being N00°19'19"W.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This Sketch of Description was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.
4. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 5J-17.050-.052 requirements.

56250024 S&D.DWG

<p>CERT. NO. LB2108</p>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 1130 Highway 90 Chipley, Florida 32428 (850)638-0790 fax(850)638-8069 email: info@southeasternsurveying.com</p> <p><i>Thomas K. Mead</i> THOMAS K. MEAD P.S.M. REGISTERED LAND SURVEYOR NO. 5624</p>	<p>Job No.:</p> <p>56250</p>									
<p>CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">DATE 1/15/13</td> <td style="text-align: center;">SCALE 1"=100'</td> </tr> <tr> <td style="text-align: center;">DRAWN BJL</td> <td style="text-align: center;">CHECK TKM</td> </tr> <tr> <td style="text-align: center;">REVISED</td> <td style="text-align: center;">ENGR</td> </tr> </table>	DATE 1/15/13	SCALE 1"=100'	DRAWN BJL	CHECK TKM	REVISED	ENGR	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">SKETCH & DESCRIPTION</th> </tr> <tr> <td style="text-align: center;"> THOR#1960T4 DRIFTON SUB TO ERIDU TAP ITEM #32 SUWANNEE RIVER WATER MANAGEMENT PARCEL </td> </tr> </table>	SKETCH & DESCRIPTION	THOR#1960T4 DRIFTON SUB TO ERIDU TAP ITEM #32 SUWANNEE RIVER WATER MANAGEMENT PARCEL
DATE 1/15/13	SCALE 1"=100'									
DRAWN BJL	CHECK TKM									
REVISED	ENGR									
SKETCH & DESCRIPTION										
THOR#1960T4 DRIFTON SUB TO ERIDU TAP ITEM #32 SUWANNEE RIVER WATER MANAGEMENT PARCEL										
<p>NOT VALID WITHOUT ALL SHEETS. LR 40</p>	<p>SHEET 1 OF 2</p>	<p>DWG. 56250024 S&D</p>								

EXHIBIT "A"

LEGEND & ABBREVIATIONS

NO. = NUMBER

SECTION 19,
TOWNSHIP 1 SOUTH,
RANGE 6 EAST,
MADISON COUNTY, FLORIDA

1" = 100'
GRAPHIC SCALE



ITEM #32
PARCEL NO.
19-1S-06-0107-001-000
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

S38°55'24"E 816.34'
EASEMENT
1.85 ACRES

N38°55'24"W 636.98'

ITEM #32
PARCEL NO.
19-1S-06-0107-001-000
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 19,
TOWNSHIP 1 SOUTH, RANGE 6 EAST,
MADISON COUNTY FLORIDA

SOUTH LINE OF SW1/4 OF SECTION 19
NORTH LINE OF NW1/4 OF SECTION 30

ITEM #33
PARCEL NO. 30-1S-06-0132-001-000
SUWANNEE RIVER WATER MANAGEMENT DISTRICT



N00°19'19"W
160.28'

POINT OF BEGINNING

ITEM #31
PARCEL NO.
24-1S-05-0006-000-000
DONALD & MARGARET C BAILEY

WEST LINE OF SW1/4 OF SECTION 19
N00°19'19"W 560.51'

N17°54'21"E
67.14'

S17°54'21"W
88.62'

S89°50'24"W
105.19'

56250024 S&D.DWG

CERT. NO. LB2108

Job No.:
56250



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REVISED	ENGR

SKETCH & DESCRIPTION
THOR#1960T4 DRIFTON SUB
TO ERIDU TAP
ITEM #32
SUWANNEE RIVER WATER
MANAGEMENT PARCEL

LR 50

SHEET 2 OF 2

DWG.

56250024 S&D



SUPPLEMENTAL EASEMENT

This Supplemental Easement entered into this _____ day of _____, A.D., 2013, by the undersigned, their heirs, successors and assigns, hereinafter referred to as GRANTOR, and **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a Florida Corporation, sometimes hereinafter referred to as GRANTEE,

WITNESSETH:

WHEREAS, pursuant to instrument dated May 16, 1953, recorded in Deed Book 58, Page 351, of the Public Records of Taylor County, Florida (the "Original Easement"), **FLORIDA POWER CORPORATION** was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the lands in Taylor County, Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Easement Property"), Tax Parcel Number: 01480-500; and

WHEREAS, the GRANTOR now owns and has title to the Easement Property; and

WHEREAS, the GRANTEE is in the process of **upgrading the existing poles and overhead lines including the installation of additional poles, overhead lines and circuits within the area shown in Exhibit "A" attached hereto**, (the "Additional Activity") and GRANTOR is willing to grant rights for such installation.

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to GRANTEE and to its successors, lessees, transferees, permittees, apportionees, and assigns, the supplemental right, privilege and easement to construct, reconstruct, operate and maintain the Additional Activity together with one or more overhead or underground electric transmission lines, distribution lines, and communication systems including services to telecommunication providers and other customers together with other related and appurtenant facilities (including supporting structures, communication and other wires, guys, anchors, attachments and accessories) required in connection therewith, over, upon across and within GRANTEE's existing Easement Area traversing property now owned by GRANTOR.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures, wires, and voltage, and to build, maintain and protect such roadways as may be reasonably required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission lines, distribution lines and communication systems and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth along said lines and the reasonable right to enter upon the adjoining lands owned by GRANTOR for the purpose of exercising the rights herein granted and further including the right to install gates a minimum of sixteen (16) feet in width, along with GRANTEE's lock linked with GRANTOR's lock.

GRANTOR covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area compatible with GRANTEE'S right to the safe and efficient operation and maintenance of said electric transmission lines, distribution lines and communication systems and related

This document prepared by: Kristy Parker

Return to: Progress Energy Florida, Inc., Attn: Real Estate Document Center

3300 Exchange Place, NP1R

Lake Mary, FL 32746

LR 51

facilities, including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming or pasture purposes, (c) planting low growing shrubbery as beautification, subject, however, to GRANTEE'S right of ingress and egress, and (d) construction, maintenance and travel over roads and streets across the Easement Area; PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right, GRANTOR, covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Encroachment Agent) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the easement(s) cited hereinbefore.

GRANTOR warrants that they have the right to convey this Supplemental Easement and that GRANTEE, its successors and assigns, shall have quiet and peaceful possession, use and enjoyment of said Supplemental Easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed their hands and seals the day and year first above written.

**GRANTOR:
GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT**

ATTEST:

Ray Curtis
Secretary Treasurer

By: _____
Don Quincey, Jr.
Chair

OFFICIAL SEAL

State of Florida)
) ss
County of _____)

The foregoing Easement was acknowledged before me this _____ day of _____, 2013, by _____ and _____, its President and its Secretary, respectively of Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of the District who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public

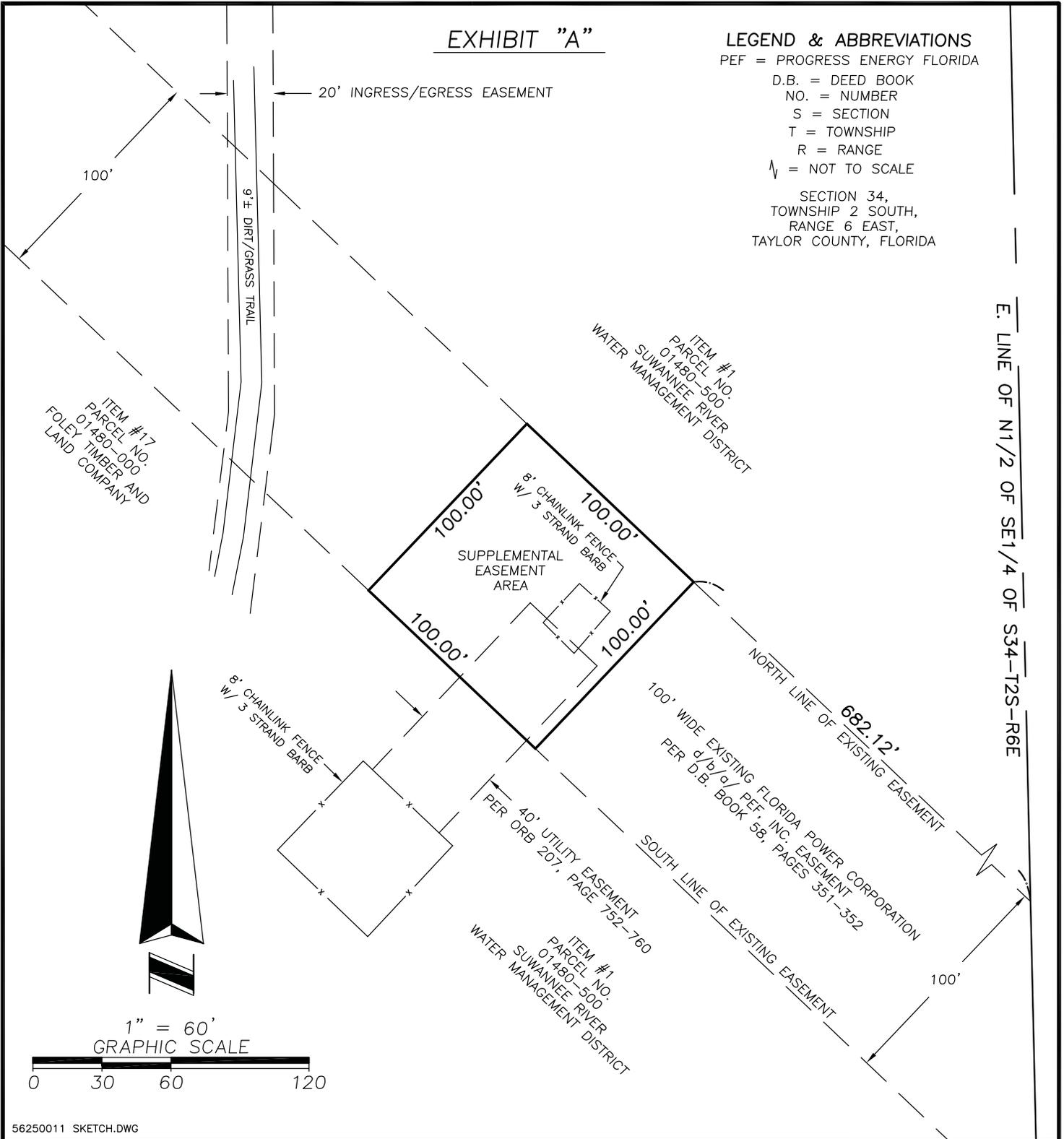
EXHIBIT "A"

LEGEND & ABBREVIATIONS

PEF = PROGRESS ENERGY FLORIDA
 D.B. = DEED BOOK
 NO. = NUMBER
 S = SECTION
 T = TOWNSHIP
 R = RANGE
 ↯ = NOT TO SCALE

SECTION 34,
 TOWNSHIP 2 SOUTH,
 RANGE 6 EAST,
 TAYLOR COUNTY, FLORIDA

E. LINE OF N1/2 OF SE1/4 OF S34-T2S-R6E



56250011 SKETCH.DWG

CERT. NO. LB2108

Job No.:

56250



SOUTHEASTERN SURVEYING & MAPPING CORP.
 1130 Highway 90
 Chipley, Florida 32428
 (850)638-0790 fax(850)638-8069
 email: info@southeasternsurveying.com

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DATE 1/7/13	SCALE 1"=60'
DRAWN BJL	CHECK TKM
REVISED	ENGR

EXHIBIT "A"
THOR #1960T2
SCANLON TAP TO BOYD TAP
SUPPLEMENTAL EASEMENT

LR 53

SHEET 1 OF 1

DWG.

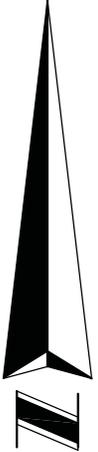
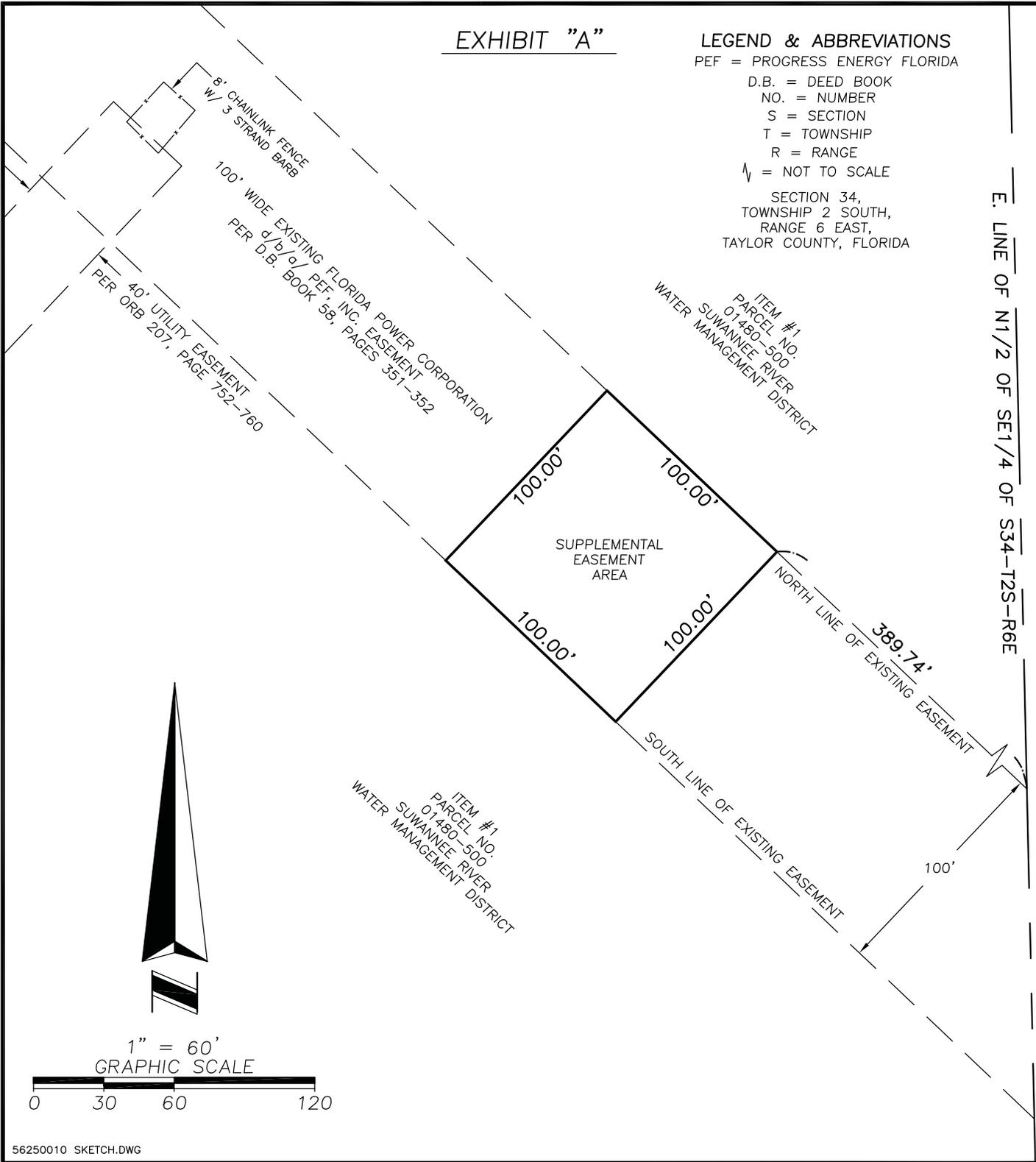
56250011 SKETCH

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 SECTION 34,
 TOWNSHIP 2 SOUTH,
 RANGE 6 EAST,
 TAYLOR COUNTY, FLORIDA

E. LINE OF N1/2 OF SE1/4 OF S34-T2S-R6E



1" = 60'
 GRAPHIC SCALE



56250010 SKETCH.DWG

 SOUTHEASTERN SURVEYING & MAPPING CORP. 1130 Highway 90 Chipley, Florida 32428 (850)638-0790 fax(850)638-8069 email: info@southeasternsurveying.com	Job No.: 56250			
	CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			DATE 1/7/13
	LR 54	DRAWN BJL	CHECK TKM	REVISED ENGR



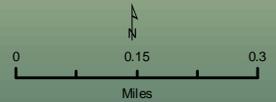
-  SRWMD Cuba Bay Ownership
-  Conservation Easement
-  Fee With Utility Easement
-  Cuba Bay Surplus

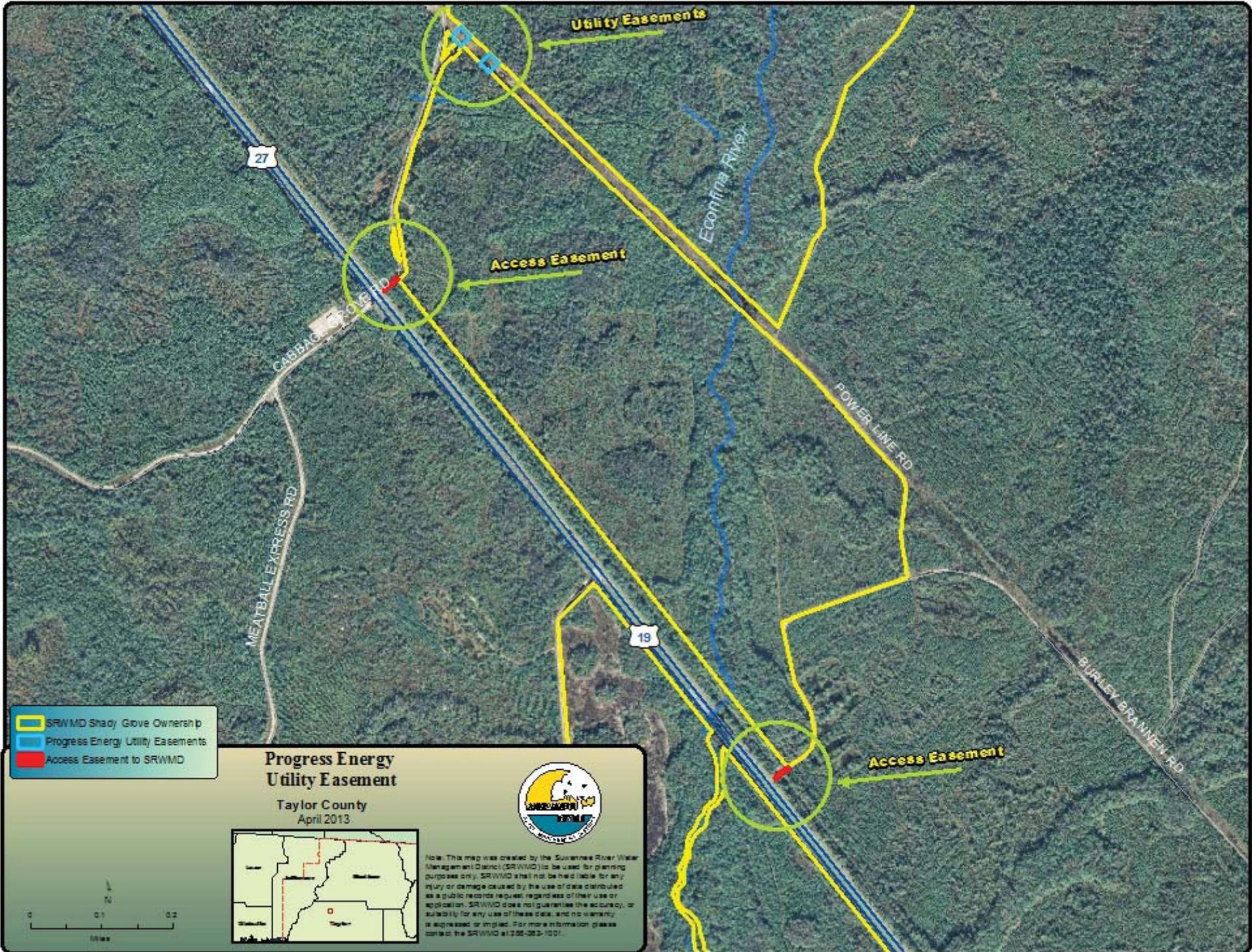
**Progress Energy
Utility Easement**

Madison County
May 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, 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.

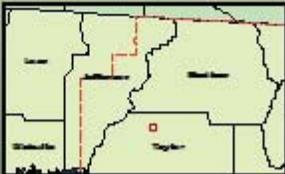




- SRWMD Shady Grove Ownership
- Progress Energy Utility Easements
- Access Easement to SRWMD

Progress Energy Utility Easement

Taylor County
April 2013



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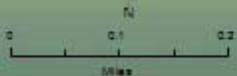


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 SECTION 34,
 TOWNSHIP 2 SOUTH,
 RANGE 6 EAST,
 TAYLOR COUNTY, FLORIDA

E. LINE OF N1/2 OF SE1/4 OF S34-T2S-R6E

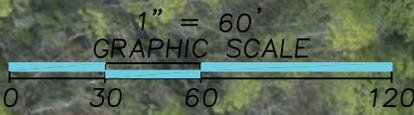
8' CHAINLINK FENCE
 W/ 3 STRAND BARS
 100' WIDE EXISTING FLORIDA POWER CORPORATION
 PER D.B. BOOK 58, PAGES 351-352
 NORTH LINE OF EXISTING EASEMENT
 40' UTILITY EASEMENT
 PER ORB 207, PAGE 152-160
 SOUTH LINE OF EXISTING EASEMENT

ITEM #1
 PARCEL NO.
 01480-500
 SUWANNEE RIVER
 WATER MANAGEMENT DISTRICT

ITEM #1
 PARCEL NO.
 01480-500
 SUWANNEE RIVER
 WATER MANAGEMENT DISTRICT

SUPPLEMENTAL
 EASEMENT
 AREA

6033
 49.85
 DP-198 STR HWJE
 389.74'
 6032
 49.67
 DP-198 STR HWJE
 100'



56250010 SKETCH.DWG

CERT. NO. LB2108



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 1130 Highway 90
 Chipley, Florida 32428
 (850)638-0790 fax(850)638-8069
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Job No.:

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DATE	SCALE
1/7/13	1"=60'
DRAWN	CHECK
BJL	TKM
REVISED	ENGR

EXHIBIT "A"
THOR #1960T2
SCANLON TAP TO BOYD TAP
SUPPLEMENTAL EASEMENT

LR 57

SHEET 1 OF 1

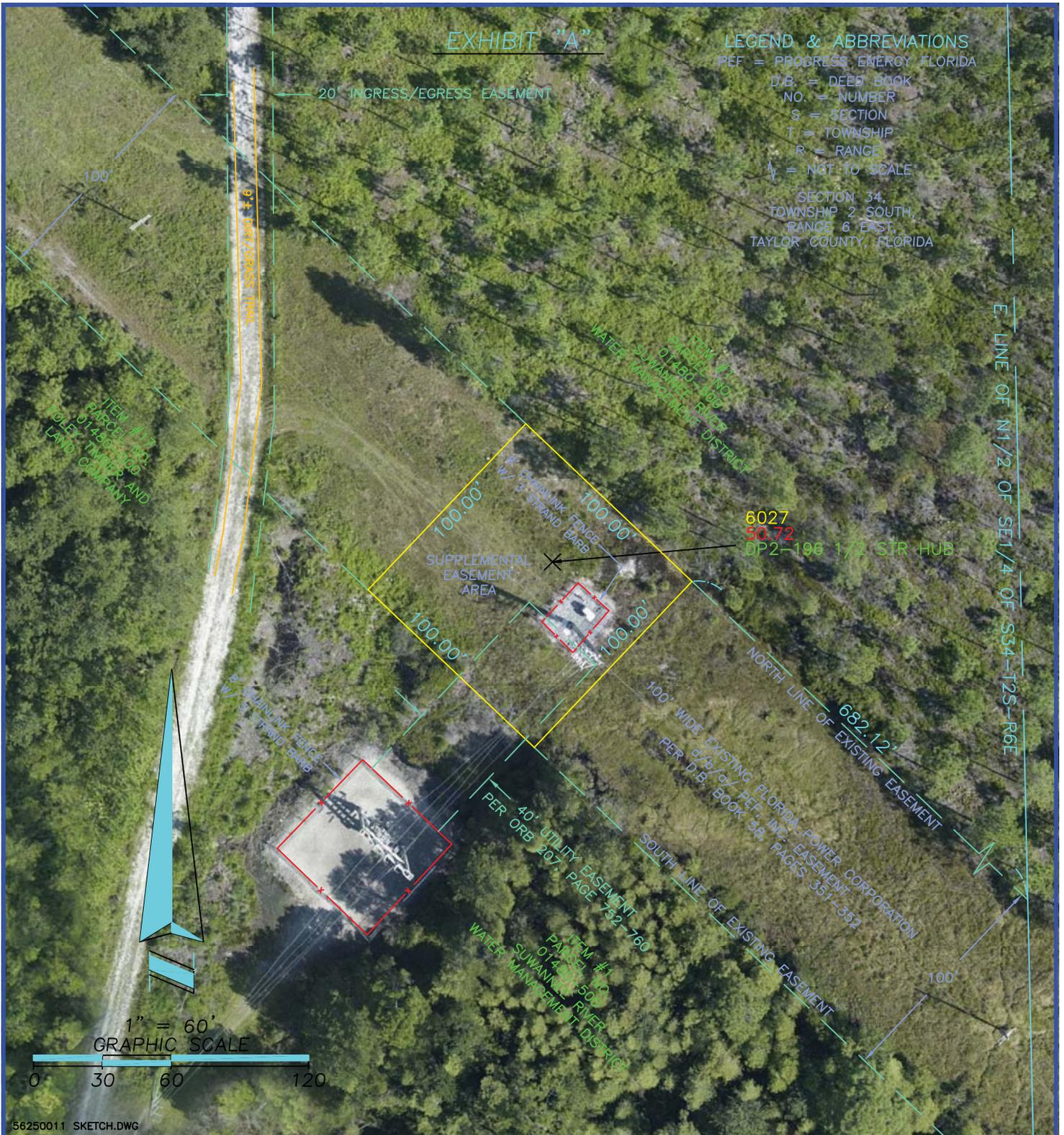
DWG. 56250010 SKETCH

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- N.T.S. = NOT TO SCALE

SECTION 34,
TOWNSHIP 2 SOUTH,
RANGE 6 EAST,
TAYLOR COUNTY, FLORIDA



56250011 SKETCH.DWG

CERT. NO. LB2108



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ENGR

EXHIBIT "A"

THOR #1960T2
SCANLON TAP TO BOYD TAP

SUPPLEMENTAL EASEMENT

LR 58

SHEET 1 OF 1

DWG.

56250011 SKETCH

EXHIBIT "A"

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NO. = NUMBER

SECTION 19,
TOWNSHIP 1 SOUTH,
RANGE 6 EAST,
MADISON COUNTY, FLORIDA

1" = 100'
GRAPHIC SCALE



POINT OF BEGINNING

ITEM #31
PARCEL NO.
24-1S-05-0055-000-000
DORRIS & MARGARET C. BAILEY

N00°19'19"W
160.28'

WEST LINE OF SW1/4 OF SECTION 19
N00°19'19"W 560.51'

ITEM #32
PARCEL NO.
19-1S-06-0107-001-000
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

PROPOSED EASEMENT
1.85 ACRES
S38°55'24"E 816.34'
N38°55'24"W 636.98'

ITEM #32
PARCEL NO.
19-1S-06-0107-001-000
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 19,
TOWNSHIP 1 SOUTH, RANGE 6 EAST,
MADISON COUNTY, FLORIDA



SOUTH LINE OF SW1/4 OF SECTION 19
NORTH LINE OF NW1/4 OF SECTION 30

ITEM #33
PARCEL NO. 30-1S-08-0132-001-000
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

N17°54'21"E 67.14'
S17°54'21"W 88.62'

S89°50'24"W
105.19'

56250024 S&D.DWG

CERT. NO. LB2108

Job No.:
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SKETCH & DESCRIPTION
THOR#1960T4 DRIFTON SUB
TO ERIDU TAP
ITEM #32
SUWANNEE RIVER WATER
MANAGEMENT PARCEL

MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: July 29, 2013

RE: Approval of an Easement and Quit Claim Deed for Ingress, Egress, Maintenance and Utilities to Dixie County.

RECOMMENDATION

Staff recommends the Governing Board grant a quit claim deed and an easement for ingress, egress, maintenance, and utilities to Dixie County for lands along Storm Mainline Road.

BACKGROUND

On March 1, 2013 the Dixie County Board of County Commissioners requested SRWMD grant an easement along Storm Mainline Road in Dixie County. Storm Mainline Road is a private road that runs along the east side of the District's 5,325 acre Steinhatchee Rise tract. The roadway is currently being used by citizens as a route to Jena and Steinhatchee, for residents' access to Mingo Acres subdivision and for fire, police and emergency rescue services.

Dixie County has requested that the District grant the County an easement to cover the entire roadway and an additional 15 feet on either side of the road for ingress, egress, maintenance and utilities. However, the District only owns approximately 1.5 miles of the 5.3-mile-long road. The District fronts the road along the remainder of the route with the exception of a 0.25-mile section.

After consultation with Dixie County and in line with District ownership, staff recommends that the District:

1. Grant a 15 feet wide easement over District land west of Storm Mainline Road from US Highway 19 south for approximately 3.5 miles. The easement would include a provision that it would expire if not used by the County after five years.
2. Grant a quit claim deed to a 60 feet wide corridor including Storm Mainline Road north from CR 358 for approximately 1.5 miles

The recommendation is conditioned on the receipt of a survey and approval of documents by Board Counsel.

**BOARD OF
COUNTY COMMISSIONERS
DIXIE COUNTY, FLORIDA**

214 NE 351 Hwy
Post Office Box 2600
Cross City, FL. 32628

• • •
Phone 352/498-1206
FAX 352/498-1207
SUNCOM 656-1206

Gene Higginbotham
District One

Marvin Hunt
District Two

Jody Robson
District Three

Jason Holifield
District Four

Ronnie Edmonds
District Five

March 1, 2013

Mr. Charlie Houder,
Land Resources Division Director
Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060

Dear Mr. Houder,

As you are aware, Dixie County, through one of our engineers, Mr. Frank Darabi, has been discussing with members of staff and members of the Board the possibility of obtaining an easement for utilities along the road commonly referred to as the "Storner Mainline" in Dixie County. This is the roadway that connects CR. 351 and US 19 in Dixie County.

Several of our citizens, and even more weekend visitors, use this roadway as a quick route to the businesses in Jena and Steinhatchee from their residences in Mingo Acres Subdivision. The roadway has seen additional usage since the District graciously opened the areas served by this road to hunters this past year. This roadway provides access to these homes for residents as well as local fire, police and emergency rescue services.

Although Dixie County has maintained this roadway for some time, we are not aware of any recorded easement or right of access for these residents. In order to provide better maintenance for the road, and recorded legal access to these residences, Dixie County requests that the District grant the County an easement which covers the entire roadway and 15 feet on the southern and northern side of the road way for ingress, egress, maintenance, and utilities.

There is a small section of the roadway that is not owned by the District, but by a private individual. Mr. Matthew Ellison has agreed to provide the County with a recorded easement for that portion of the roadway, as well.

We have spoken with a local surveyor, Mr. Herbie Raker, who has located several points on an older District survey which outlines the roadway easement. A copy of said District survey is attached. Mr. Raker has indicated that there will be significant cost to the County to survey the additional 15 foot easement. As such, the County would like the District to approve the proposed easement, subject to Dixie County providing the new survey.

Thank you for your consideration of this easement and, as always, we truly appreciate the great working relationship that we have with the District.

Sincerely,



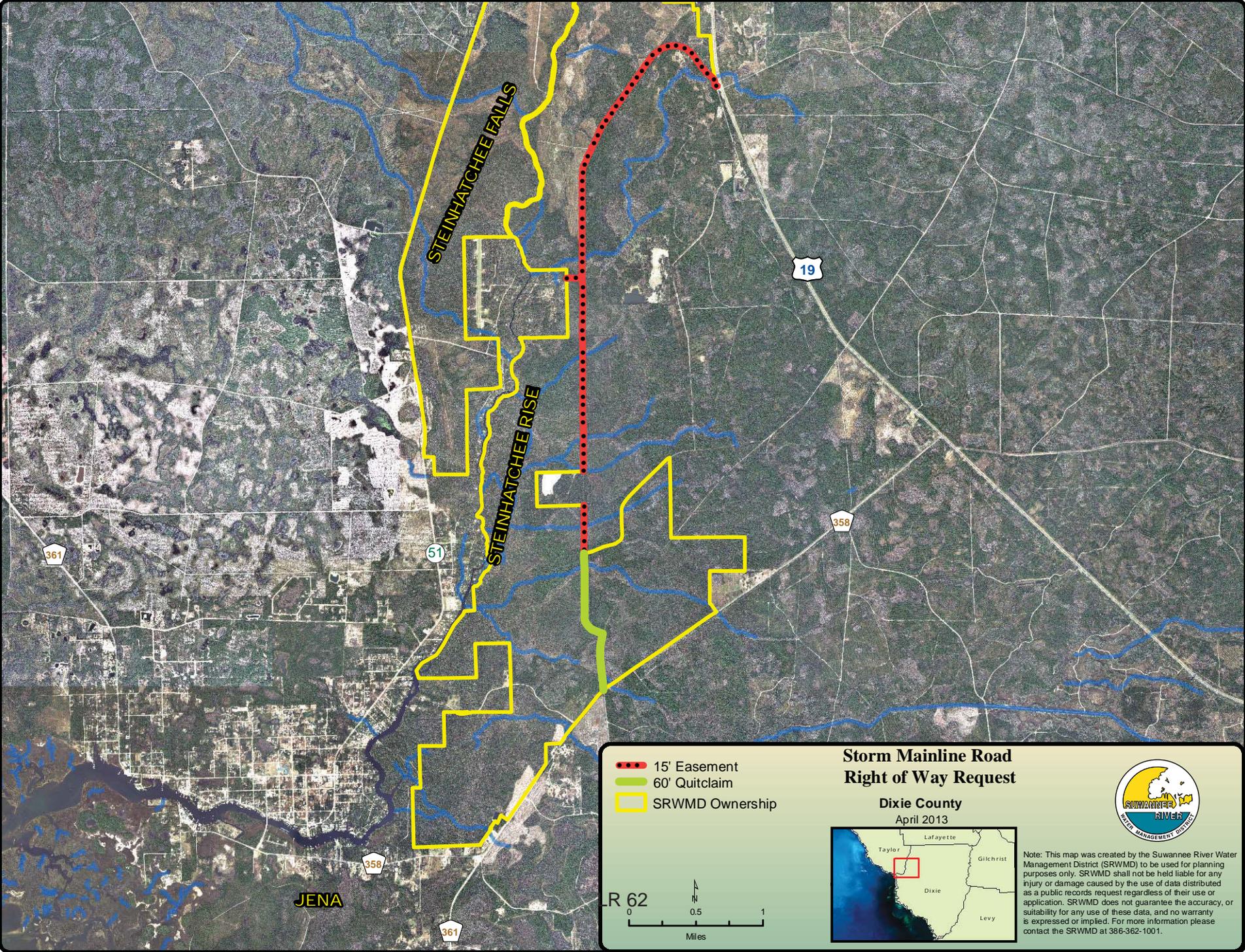
Jason Holifield,
Chairman, Dixie County Board of County Commissioners

Jennifer Ellison
County Attorney

Dana C. Johnson
Clerk/Auditor

Tim Alexander
LR 61 Emergency Management Director

Mike Cassidy
County Manager



STEINHATCHEE FALLS

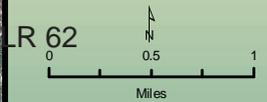
STEINHATCHEE RISE

JENA

- 15' Easement
- 60' Quitclaim
- SRWMD Ownership

**Storm Mainline Road
Right of Way Request**

Dixie County
April 2013



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MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: July 29, 2013

RE: Assignment of Communications Site Lease Agreement and Transfer of Revenues to the Suwannee Water and Sewer District

RECOMMENDATION

Staff recommends the assignment of the District's Communications Site Lease Agreement with Verizon Wireless and the transfer of revenues in the amount of \$16,740.91 to the Suwannee Water and Sewer District.

BACKGROUND

On June 8, 2008, the District entered a Communications Site Lease Agreement with Alltel Communications, LLC (Alltel) for a 3.7 acre area on the Suwannee Sprayfield tract in Dixie County. After initial investigations during its option period, Alltel's successor, Verizon Wireless, exercised its option in April, 2009. Beginning in June, 2009, Verizon Wireless began paying the District \$700 per month with a 3.0% annual escalation.

On October 11, 2011, the Governing Board approved the transfer of several parcels to local governments including the Suwannee Sprayfield property which was conveyed to the Suwannee Water and Sewer District on that date. The Communication Site Lease Agreement was never transferred, however, and the District continued to receive payments from Verizon Wireless. As shown on the attached report, receipts since that time now total \$16,740.91. As it now owns the underlying property, staff recommends that the District assign the agreement and transfer revenues since the date of closing to the Suwannee Water and Sewer District.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
Browse Receipts [Deposited, FF DEPOSITORY, Verizon Wireless 10-01-2011 to 7-31-13]

<u>Receipt#</u>	<u>Date</u>	<u>Deposit To</u>	<u>Reference</u>	<u>Name</u>	<u>Description</u>	<u>Received</u>	<u>Deposit Date</u>
1,017	10/31/2011	FF DEPOSITORY	2370233	VERIZON WIRELESS	Verizon Land Lease	742.63	10/31/2011
1,055	11/29/2011	FF DEPOSITORY	2394468	VERIZON WIRELESS	Verizon Land Lease	742.63	11/30/2011
1,119	12/22/2011	FF DEPOSITORY	2420545	VERIZON WIRELESS	Verizon Land Lease	742.63	12/27/2011
1,168	1/26/2012	FF DEPOSITORY	2444646	VERIZON WIRELESS	Land Lease	742.63	1/26/2012
1,201	2/21/2012	FF DEPOSITORY	2469530	VERIZON WIRELESS	Verizon Land Lease	742.63	2/27/2012
1,254	3/23/2012	FF DEPOSITORY	2493893	VERIZON WIRELESS	Verizon Land Lease	742.63	3/27/2012
1,293	4/26/2012	FF DEPOSITORY	2518077	VERIZON WIRELESS	Land Lease	742.63	4/26/2012
1,348	5/22/2012	FF DEPOSITORY	2542188	VERIZON WIRELESS	Verizon Land Lease	764.91	5/24/2012
1,404	6/28/2012	FF DEPOSITORY	2566487	VERIZON WIRELESS	Land Lease	764.91	6/28/2012
1,441	7/27/2012	FF DEPOSITORY	2589500	VERIZON WIRELESS	Verizon Land Lease	764.91	7/27/2012
1,476	8/23/2012	FF DEPOSITORY	2613466	VERIZON WIRELESS	Verizon Land Lease	764.91	8/31/2012
1,523	10/15/2012	FF DEPOSITORY	2636255	VERIZON WIRELESS	Verizon Land Lease	764.91	10/19/2012
1,549	11/13/2012	FF DEPOSITORY	2660283	VERIZON WIRELESS	Land Lease	764.91	11/13/2012
1,596	11/26/2012	FF DEPOSITORY	2685259	VERIZON WIRELESS	Verizon Land Lease	764.91	11/28/2012
1,661	12/27/2012	FF DEPOSITORY	2708506	VERIZON WIRELESS	Land Lease	764.91	12/27/2012
1,736	2/1/2013	FF DEPOSITORY	2732929	VERIZON WIRELESS	VERIZON LAND LEASE	764.91	2/1/2013
1,800	2/27/2013	FF DEPOSITORY	2755624	VERIZON WIRELESS	VERIZON LAND USE	764.91	2/27/2013
1,861	3/25/2013	FF DEPOSITORY	2778100	VERIZON WIRELESS	LAND USE FEES	764.91	3/25/2013
1,914	5/7/2013	FF DEPOSITORY	2800894	VERIZON WIRELESS	LAND USE FEES	764.91	5/7/2013
1,960	5/31/2013	FF DEPOSITORY	2823915	VERIZON WIRELESS	LAND LEASE	787.86	5/31/2013
2,028	6/25/2013	FF DEPOSITORY	2847030	VERIZON WIRELESS	LAND LEASE	787.86	6/25/2013
	7/31/2013	FF DEPOSITORY	2869716	VERIZON WIRELESS	LAND LEASE	787.86	7/31/2013
Total						16,740.91	

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: July 29, 2013
SUBJECT: Land Resources Activity Summary

Staff performed four conservation easement reviews during the past month:

- Waccasassa- Michael and Leanne McEnany
- Gainesville Wellfield - Plum Creek
- Deek Creek exchange - Plantations at Deep Creek
- Kevin and Patrice Jackson, Lafayette County

No additional acreage was burned during the report period. District crews have completed the majority of burning to be conducted this fiscal year and recent rains make many areas, including Mallory Swamp too wet to burn. If conditions dry out enough on the Mallory Swamp tract, Wildland Fire Service, LLC will use funding approved by the Governing Board in July to pick up an additional 1,000 – 2,000 acres using a helicopter to conduct aerial burning operations.

Because of the saturated soil the Steinhatchee Rise #1 timber sale has been placed on hold. Additionally there was no activity with road management for the month.

The attached report summarizes the status of current surplus activities for the preceding month. Staff will be prepared to address any tracts of particular interest the Board may wish to discuss at the Governing Board meeting.

REAL ESTATE

Conservation Easement Review

Owner	Project Name	Acres	County	2012-2013 Monthly Inspection Date											
				O	N	D	J	F	M	A	M	J	J	A	S
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	164	Jefferson						X						
Bailey Brothers	Bailey Brothers Steinhatchee	16,522	Dixie												
Champion, Roger and Donna	Mount Gilead	180	Madison												
Chinquapin Farm, L.L.C.	Chinquapin Farm	6,350	Columbia, Suwannee								X				
City of Newberry	Newberry Wellfield	40	Alachua							X					
Davidson, Dr. C. Linden	Davidson	225	Jefferson							X					
Drummond, Graham	Lower Suwannee	543	Levy												
Feagle, Ronald and Dorothy	Bonnet Lake	433	Columbia				X								
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	550	Suwannee								X				
Livingston Foundation	Dixie Plantation	8,902	Jefferson					X							
Hale and McDaniel	Carter	1,232	Columbia	X											
Harrell, Curtis and Matthew	Falmouth Addition	912	Suwannee							X					
Jackson, Kevin and Patrice	Jackson	171	Lafayette									X			
Layman Law Firm	Layman Aucilla	167	Jefferson				X								
Loncala Inc.	Loncala Alapaha	1,141	Hamilton												
Loncala, Inc.	Loncala Gilchrist	913	Gilchrist	X											
Loncala, Inc.	Monteocha Creek	951	Alachua			X									
Mann, Jack & Loy Ann	Manatee Springs Addition	590	Levy								X				
McEnany , Michael	Waccasassa	1,104	Levy								X				
Meeks, David & Sarah	Manatee Springs Addition	370	Levy												
Moore, Madeline	Moore	115	Jefferson							X					

Conservation Easement Review (continued)

Owner	Property Name	Acres	County	2012-2013 Inspection Date												
				O	N	D	J	F	M	A	M	J	J	A	S	
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	1,192	Columbia									X				
Platt, Cody and Carol	Aucilla Addition	274	Jefferson								X					
Plum Creek Timberlands	Gainesville Wellfield	3,084	Alachua									X				
Plum Creek Timberlands	Waccasassa Gulf Hammock	21,300	Levy										X			
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	4,588	Levy													
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	12,797	Levy									X				
Ragans Hoyt and Betty	Aucilla	755	Jefferson Madison						X							
Red Hills Land Company	Foster	163	Jefferson									X				
Sanders, Thomas and Sylvia	Mill Creek	339	Hamilton								X					
Sante Fe River Hammock, L.L.C.	Santa Fe River Hammock	167	Bradford					X								
Sheppard, Derwood and Susan	Manatee Springs Addition	120	Levy					X								
Strickland Field, L.P.	Strickland Field	3,822	Dixie													
Suwannee River Development LLC	Ace Ranch	260	Lafayette													
The Campbell Group	California Swamp	32,134	Dixie			X										
Tisdale Robert	Tisdale	83	Levy					X								
Usher Family Trust	Usher	2,023	Levy													
Zellwin Farms, Inc.	Jennings Bluff	362	Hamilton								X					

Shading denotes month inspection is scheduled to take place. An "X" denotes completed inspection. Inspection will be rescheduled if not completed during its designated month.

Approved for Detailed Assessment

OWNER	PROJECT NAME	ACRES	COUNTY	COMMENTS
Milton C. Hitson	Holton Creek In Holding	10	Hamilton	Property is in the process of being appraised.
Bradford Timberlands, LLC	Camp Blanding Addition	360	Bradford	Appraisal RFB has been noticed.
El Trigal Farms, Floyd Family	El Trigal Farms Conservation Easement	371	Jefferson	A conservation easement document and terms is in the process of discussion with the land owner.
SRWMD	Florida Gateway College	16.25	Columbia	Property is in the process of being appraised.

Status of Exchange

Tract Name	Acres	County	Acquired Date	Funding Source	Proposal	Status
Ellaville Exchange for Damascus Peanut Company	986	Madison	5/1998	WMLTF	Proposed as Exchange	Governing Board approved the exchange agreement with the Trustees of the Internal Improvement Trust Fund.
Lamont/Mt. Gilead for Aucilla Land Partners Conservation Easement	114	Madison and Jefferson	9/1998	WMLTF	Proposed as Conservation Easement Exchange	Legal Counsel has prepared contract and legal documents necessary for the exchange. Environmental audit and survey is currently underway.

Surplus Lands

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Discussion continuing with Columbia County
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcel \$154,000	
Cabbage Grove	30	Taylor	9/2001	WMLTF		10/5/2012	Fee entire tract \$57,750	Governing board approved sale on July 9, 2013

Surplus Lands (continued)

Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	Governing Board approved a three month listing extension on June 9, 2013
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	Governing Board approved a three month listing extension on June 9, 2013
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	Governing Board approved a three month listing extension on June 9, 2013
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	Governing Board approved a three month listing extension on June 9, 2013
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 CE (3 parcels) \$243,100	Governing Board approved a three month listing extension on June 9, 2013
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	Negotiations continue with Hamilton County
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	Governing Board approved a three month listing extension on June 9, 2013
Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/2012		CE \$225,000	
Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 conservation easement \$97,020	
Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780	Governing Board approved a three month listing extension on June 9, 2013

WMLTF=Water Management Lands Trust Fund; P2000=Preservation 2000; FF= Florida Forever Trust Fund

LAND MANAGEMENT

Prescribed Fire - No activity for the month

Summary Table FY 2013	2013 Target Acres	Acres Complete
Suwannee River Water Management District	10,000	9,228
Florida Forest Service burns on Twin Rivers State Forest	2000	2,676
TOTAL	12,000	11,904

Prescribed Burn Activity

TRACT	COUNTY	WFS	FFS TRSF	TOTAL ACRES	TOTAL WILDFIRE ACRES
<i>Sub-total for Period</i>					
<i>Previous Acres Burned</i>					
Total Acres		9,228	2,676	11,904	11.22

Timber

Timber Sales

Contract #	Fiscal Year	Timber Sale Name	Oversight	Contract Date	Estimated Start Date	Estimated Pine Tons	Harvest Completion
11/12-054	2012	Steinhatchee Springs # 9	SR	7/26/2012	10/26/2012	14,100	100%
12/13-057	2013	Steinhatchee Rise # 1	SR	3/5/2013	4/5/2013	13,647	50%

MEMORANDUM

TO: Governing Board
FROM: Carlos Herd, P.G., Division Director, Water Supply
DATE: July 29, 2013
RE: Water Supply Contracts Update

- Ann Shortelle executed a \$25,000 contract with Huss Drilling, Inc., for construction of two four-inch diameter geotechnical exploration wells on the east border of Mallory Swamp. This project is investigating the potential to recharge the Upper Floridan aquifer by capturing excess stormwater and diverting the flows into aquifer recharge wells.
- Ann Shortelle executed a \$29,968 contract with AMEC for an engineering feasibility study on the Bradford Timberlands property. This study is designed to evaluate the potential to mitigate flooding in Bradford County and recharge the Upper Floridan aquifer by diverting excess stormwater into aquifer recharge wells.

Thank you for your attention to this summary of current contracting activities. Please feel free to contact staff prior to the October Governing Board meeting if you would like further information.

CH/dd

MEMORANDUM

TO: Governing Board

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

DATE: July 29, 2013

RE: Three-month Extension of Contract 10/11-003 with Water and Air Research, Inc.

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to extend by three months Contract 10/11-003 with Water and Air Research, Inc., to provide surface and ground water sampling for hydrologic, water quality and biological analyses for a total not to exceed cost of \$80,448.33, bringing the contract total to \$366,240.98.

BACKGROUND

The District has operated a network of surface and ground water sites for water quality, hydrologic and biological analyses since the late 1980s. The majority of this effort has been contractually operated via annual contracts, rebid every three years. The District's current contract with Water and Air Research, Inc. (WAR) will expire on September 30, 2013, and has run three years. Recently District staff have been examining the water quality data with the goal of revising the network to reflect patterns in these data and new priorities. This revision is ongoing, but will not be complete in time to put a new Scope of Work (SOW) out for bid with sufficient time to be in place by October 1, 2013.

In May 2013, the Florida Department of Environmental Protection (FDEP) requested the District evaluate the potential of taking over its STATUS and TRENDS programs which monitor surface and ground water quality within the District. FDEP would provide resources for these efforts. Evaluation by District staff found these programs are too large to be conducted by District staff and would need to be contracted out, preferably along with the District's own program. These programs will be included in the new SOW which will provide FDEP time to make a final decision on keeping the programs or funding the District to contractually manage the programs.

In addition, the St. Johns River Water Management District (SJRWMD) has offered its laboratory services to the District. This would include not only laboratory analyses, but also more rigorous quality assurance and control analyses than are industry standard and data delivery and database management tools. This work will be offered at a below current private

laboratory analysis rate. In addition, this change ensures data comparability across the resources shared by the two Districts.

Implementation of all these changes, rebidding of water quality sampling and analysis contract, development of agreements with FDEP and newly selected contractor and the SJRWMD are not possible by October 1; thus, staff recommends a three-month extension (October – December 2013) of the existing contract with WAR, using the existing SOW and rate structure. WAR has provided excellent service during the existing contract and has won this contract on several occasions.

Staff will make revisions to the District's SOW for sampling and analysis needs and incorporate as contingent tasks, the FDEP programs. The District will request proposals to complete this SOW and will make a recommendation to the Governing Board for sampling support for the remainder of Fiscal Year 2014, with an option for two annual renewals. The selected proposal for FDEP's programs will be sent to FDEP for their approval and funding.

Staff will also bring to the Governing Board an agreement with SJRWMD for laboratory and data management services. The goal is to have all agreements in place to be operational on January 1, 2014.

Funds for this contract are budgeted in the proposed fiscal year 2013/2014 Water Resource Monitoring Budget Fund 01-2-586-0-1200-10.

EM/dd

MEMORANDUM

TO: Governing Board

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

DATE: July 29, 2013

RE: Agricultural Water Use Monitoring Update

Update on Agricultural Water Use

BACKGROUND

District permits for agricultural water use now contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff hopes to ultimately utilize commercial electricity usage data as the basis for this water use estimation on many permits; however, agreements with electricity providers have not been completed.

Jon Dinges and Tom Reeves met with Tri-County Electric Cooperative on June 27 to discuss the path forward on transmittal of electrical consumption data for estimating water use. Staff communicated by email with Tri-County staff on June 27, July 11, 12, 23, 24 and 25 to attempt to move forward with programming to transmit data from Tri-County to the District. Tri-County staff met with their software company (SEDC) to scope the programming effort. At this point, Tri-County staff has communicated that they are awaiting assignment of a programmer from SEDC.

Staff met with Duke Energy on July 22 to discuss transmittal of electrical consumption data for estimating water use. Based on maps provided by Duke, staff has analyzed the extent of Duke's service area and determined that there are likely 20 sites or less that would need to be monitored. Based on the analysis, staff is working with Duke to determine the most cost-effective way to proceed.

The Water Resources Monitoring strategy for cost containment on monitoring units is to repurpose existing monitoring devices using cellular telemetry, with a goal of 144 operational units promised to Florida Department of Agriculture and Consumer Services by mid-August using their grant, which was approved by the Governing Board in May.

As of July 29, there are 115 units deployed. This is approximately 28 percent of the operational wells identified with monitoring conditions since 2011, when the Governing Board first included a monitoring condition. Sixty-one were installed in July.

Staff has also set up and is refining the processes for receiving and quality-assuring the data, and has been field-testing power supplies, back-up sensors, and new-generation modems.

EM/dd

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number 2-02-00144.003,
Davis and Son Farms, Alachua County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-02-00144.003 with eighteen standard conditions and three special limiting conditions to Charles Davis in Alachua County.

BACKGROUND

This is a modification for an existing permit to irrigate 349 acres with an Average Daily Rate (ADR) of 0.6708 million gallons daily (mgd). The ADR has decreased 0.2703 mgd, from 0.9411 to 0.6708 mgd, which is a 28.7% reduction due to a change in the crop rotation and a decrease in irrigated acreage. This will be accomplished with three irrigation wells, three traveling guns, three center pivots, three livestock wells and one well for general commercial agriculture use. The project area is located within the Upper Santa Fe River Basin Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (Existing permit will expire on December 20, 2022, the modification will expire December 20, 2027) due to voluntarily implementing automated monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, and irrigation of target areas.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Davis and Son Farms

APPLICANT:

Charles Davis
9212 NW CR 236
Alachua, FL 32615

PERMIT APPLICATION NO.: 2-02-00144.003

DATE OF APPLICATION: April 23, 2013

APPLICATION COMPLETE: June 27, 2013

DEFAULT DATE: September 28, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.9411	mgd	0.6708	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Alachua County. The permit includes eighteen standard conditions and three special limiting conditions. Staff recommends a five year permit extension based on 40B-2.331(2) due to voluntarily implementing automated monitoring and reducing the allocation by more than 25% in a Water Resource Caution Area. The permit will expire on December 20, 2027.

Project Review Staff

James Link, P.E., Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 07 South, Range 18 East, Section 1 and in Township 7 South, Range 19 East, Sections 6, 7, and 18 in Alachua County. The project is located within the Santa Fe River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins. It is also located within the Upper Santa Fe River Basin Water Resource Caution Area.

Project Description

The project area consists of 576 acres with approximately 349 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Charles Davis. Crops include rye, corn and sorghum. The applicant will use three center pivots, and three hardhose traveling guns for irrigation. The applicant is also using groundwater to provide for 200 head of beef cattle and other general commercial agricultural use. The Average Daily Rate (ADR) of withdrawal was calculated as 0.6708 mgd, which equates to 25.8

inches of supplemental irrigation annually. This producer is participating in the District cost-share program.

The project area includes seven existing wells. Use of these wells will be for irrigation, livestock, and commercial use. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Charles Davis plans to irrigate 349 acres with three crops each year. Crops include rye, corn and sorghum.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot and Hardhose Traveler Irrigation and Livestock Watering.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has decreased 0.2703 mgd, from 0.9411 to 0.6708 mgd. This decrease will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. This modification decreases the amount of water allocated and will not additionally interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?
[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?
[ref. 40B-2.301(2)(c)]

Yes. The decrease in allocation will help the source be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?
[ref. 40B-2.301(2)(d)]

No. The decrease in allocation will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?
[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?
[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.
[ref. 40B-2.301(2)(g)]

No. The decrease in allocation will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?
[ref. 40B-2.301(2)(h)]

No. The decrease in allocation will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?
[ref. 40B-2.301(2)(i)]

No. The decrease in allocation will not contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?
[ref. 40B-2.301(2)(j)]

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?
[ref. 40B-2.301(2)(k)]

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **12-20-2027**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation, Livestock, Commercial**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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.

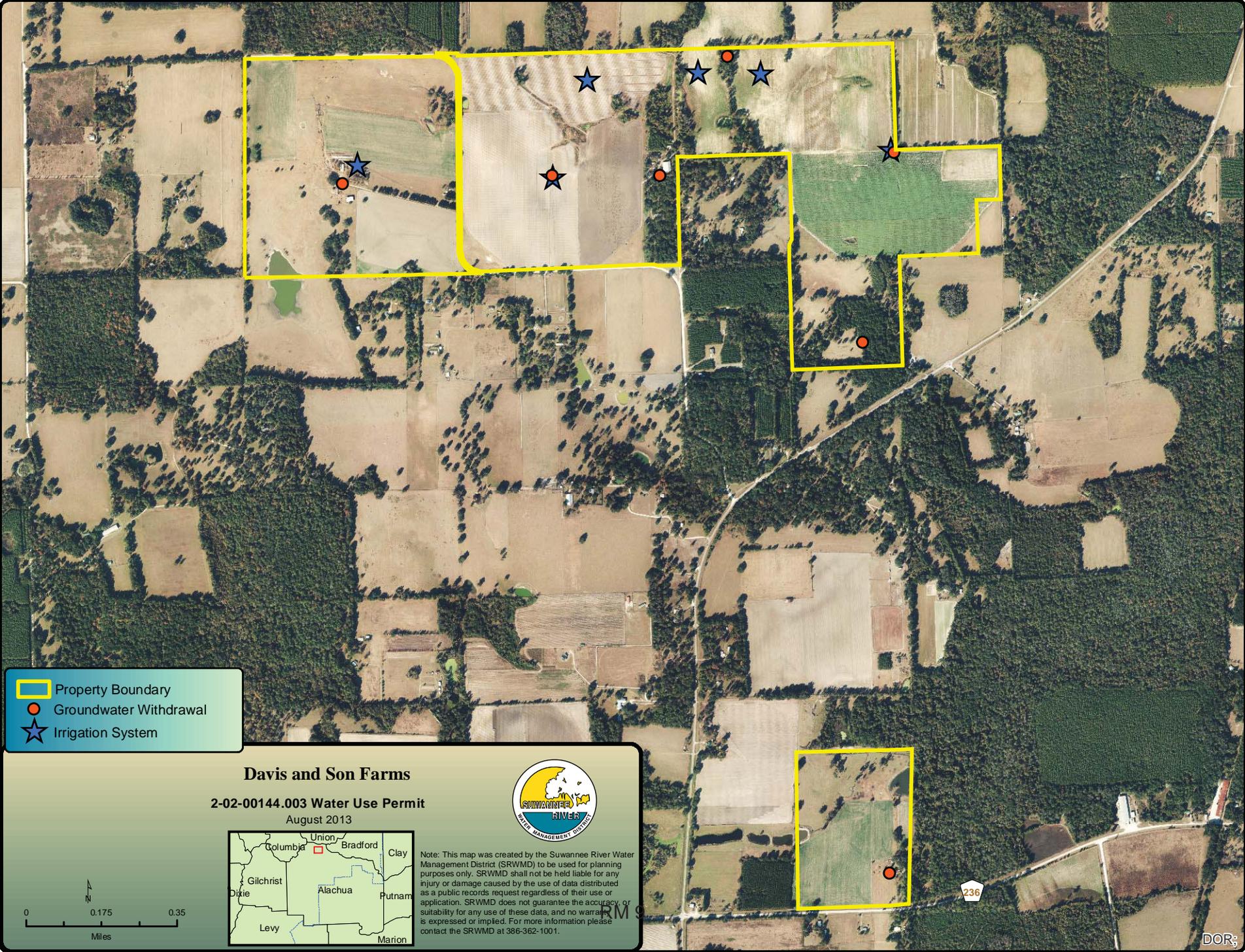
16. All correspondence sent to the District regarding this permit must include the permit number **2-02-00144.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
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 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.

Attachment A
2-02-00144.003
Davis and Son Farms

Name	Status	Diameter	Capacity (gpm)	Water Use
Well No. 1	Existing	12	1200	Irrigation
Well No. 2	Existing	10	1000	Irrigation
Well No. 3	Existing	12	1200	Irrigation
Well No. 4	Existing	4	100	Livestock
Well No. 5	Existing	4	25	Commercial
Well No. 6	Existing	4	70	Livestock
Well No. 7	Existing	4	25	Livestock



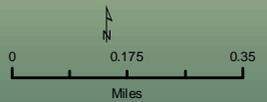
-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Davis and Son Farms

2-02-00144.003 Water Use Permit
August 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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MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number 2-08-00040.003,
Music Pivots, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-08-00040.003 with eighteen standard conditions and four special limiting conditions to Jackson Family Farms, LLC in Suwannee County.

BACKGROUND

This is a modification to an existing permit to irrigate 250 acres with an Average Daily Rate (ADR) of 0.4109 million gallons daily (mgd). The ADR has decreased 0.0258 mgd, from 0.4367 to 0.4109 mgd. This will be accomplished with one irrigation well and three center pivots. The project area is not located within a Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (existing permit expires on April 28, 2028, modified permit will expire on April 28, 2033) due to voluntarily implementing automated water use monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, and a ten-year review.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Music Pivots

APPLICANT:

Jackson Family Farms, LLC

15726 CR-250

Live Oak, FL 32060

PERMIT APPLICATION NO.: 2-08-00040.003

DATE OF APPLICATION: June 18, 2013

APPLICATION COMPLETE: June 21, 2013

DEFAULT DATE: September 19, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.4367	mgd	0.4109	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Suwannee County. The permit includes eighteen standard conditions and four special limiting conditions. Staff also recommends a five-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. The existing permit will expire on April 28, 2028, and the modified permit will expire on April 28, 2033.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facility is located in Township 03 South, Range 11 East, Section 33 in Suwannee County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 274 acres with approximately 250 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Jackson Family Farms, LLC. Crops include corn, peanuts, soybeans, and potatoes with rye as a winter crop. The applicant will use three center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.4109 mgd, which equates to 22.1 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes one existing well for irrigation. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Jackson Family Farms, LLC plans to irrigate 250 acres with two crops each year. Crops include corn, peanuts, soybeans, and potatoes with rye as winter crops.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot Irrigation.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has decreased 0.0258 MGD from 0.4367 to 0.4109 MGD. This decrease will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. This modification decreases the amount of water allocated and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

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

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

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

Yes. The decrease in allocation will help the source be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

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

No. The decrease in allocation will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

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

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

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

No. The decrease in allocation will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?

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

No. The decrease in allocation will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

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

No. The decrease in allocation will not contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?
[ref. 40B-2.301(2)(k)]

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **4/28/2033**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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.

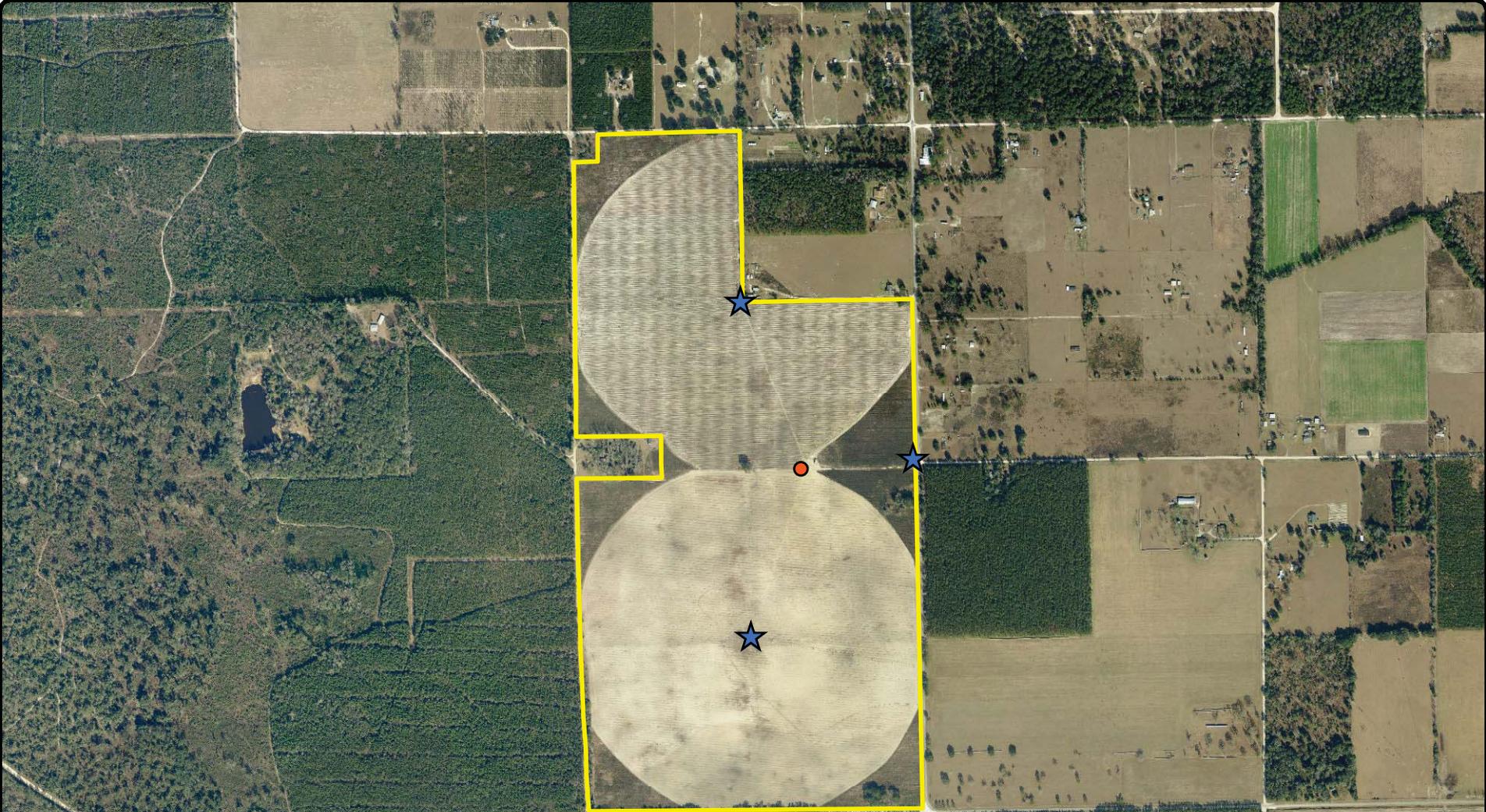
16. All correspondence sent to the District regarding this permit must include the permit number **2-08-00040.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
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 shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. This permit and the operation will be reviewed by District staff and the Permittee during the year 2018. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

Attachment A
2-08-00040.003
Music Pivots

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #2	Existing	10	1200	Irrigation

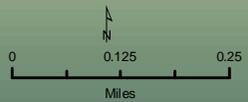


 Property Boundary
 Groundwater Withdrawal
 Irrigation System

Music Pivots

2-08-00040.003 Water Use Permit

August 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.

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number 2-11-00005.002,
Jackson Pivot Gamble, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-11-00005.002 with eighteen standard conditions and three special limiting conditions to Jackson Family Farms, LLC in Suwannee County.

BACKGROUND

This is a modification to an existing permit to irrigate 105 acres with an Average Daily Rate (ADR) of 0.1727 million gallons daily (mgd). The ADR has increased 0.0074 mgd, from 0.1653 to 0.1727 mgd. This will be accomplished with one irrigation well and one center pivot. The project area is not located within a Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (existing permit expires on December 31, 2026, and the modified permit will expire on December 31, 2031) due to voluntarily implementing automated water use monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, and irrigation of target areas.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Jackson Pivot Gamble

APPLICANT:

Jackson Family Farms, LLC

15726 CR-250

Live Oak, FL 32060

PERMIT APPLICATION NO.: 2-11-00005.002

DATE OF APPLICATION: June 18, 2013

APPLICATION COMPLETE: June 21, 2013

DEFAULT DATE: September 19, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.1653	mgd	0.1727	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Suwannee County. The permit includes eighteen standard conditions and three special limiting conditions. Staff also recommends a five-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. The existing permit will expire on December 31, 2026, and the modified permit will expire on December 31, 2031.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facility is located in Township 03 South, Range 11 East, Section 36 in Suwannee County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 121 acres with approximately 105 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Jackson Family Farms, LLC. Crops include corn, peanuts, soybeans, and potatoes with rye as a winter crop. The applicant will use one center pivot for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.1727 mgd, which equates to 22.1 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes one existing well for irrigation. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Jackson Family Farms, LLC plans to irrigate 105 acres with two crops each year. Crops include corn, peanuts, soybeans, and potatoes with rye as winter crops.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot Irrigation.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has increased 0.0074 MGD from 0.1653 to 0.1727 MGD. This increase is less than 7,500 gallons/day and will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. This modification results in an increase in ADR of less than 7,500 gallons/day and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

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

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

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

Yes. The increase in ADR of less than 7,500 gallons/day will help the source be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

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

No. The increase in ADR of less than 7,500 gallons/day will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

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

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

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

No. The increase in ADR of less than 7,500 gallons/day will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?

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

No. The increase in ADR of less than 7,500 gallons/day will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

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

No. The increase in ADR of less than 7,500 gallons/day will not contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?
[ref. 40B-2.301(2)(k)]

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **12/31/2031**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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 **2-11-00005.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
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 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.

Attachment A
2-11-00005.002
Jackson Pivot Gamble

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Existing	10	1200	Irrigation



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Jackson Pivot Gamble

2-11-00005.002 Water Use Permit
August 2013



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PM 27

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number 2-91-00093.003,
Jackson Pivot 3, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-91-00093.003 with eighteen standard conditions and four special limiting conditions to Jackson Family Farms, LLC in Suwannee County.

BACKGROUND

This is a modification to an existing permit to irrigate 140 acres with an Average Daily Rate (ADR) of 0.2301 million gallons daily (mgd). The ADR has decreased 0.0205 mgd, from 0.2506 to 0.2301 mgd. This will be accomplished with one irrigation well and one center pivot. The project area is not located within a Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (existing permit expires on March 28, 2032, modified permit will expire on March 28, 2037) due to voluntarily implementing automated water use monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, and a ten-year review.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Jackson Pivot 3

APPLICANT:

Jackson Family Farms, LLC

15726 CR-250

Live Oak, FL 32060

PERMIT APPLICATION NO.: 2-91-00093.003

DATE OF APPLICATION: June 18, 2013

APPLICATION COMPLETE: June 18, 2013

DEFAULT DATE: September 16, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.2506	mgd	0.2301	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Suwannee County. The permit includes eighteen standard conditions and four special limiting conditions. Staff also recommends a five-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. The existing permit will expire on March 28, 2032, and the modified permit will expire on March 28, 2037.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facility is located in Township 03 South, Range 11 East, Section 02 in Suwannee County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 160 acres with approximately 140 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Jackson Family Farms, LLC. Crops include corn, peanuts, soybeans, and potatoes with rye as a winter crop. The applicant will use one center pivot for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.2301 mgd, which equates to 22.1 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes one existing well for irrigation. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Jackson Family Farms, LLC plans to irrigate 140 acres with two crops each year. Crops include corn, peanuts, soybeans, and potatoes with rye as winter crops.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot Irrigation.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has decreased 0.0205 MGD from 0.2506 to 0.2301 MGD. This decrease will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. This modification decreases the amount of water allocated and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

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

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

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

Yes. The decrease in allocation will help the source be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

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

No. The decrease in allocation will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

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

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

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

No. The decrease in allocation will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?

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

No. The decrease in allocation will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

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

No. The decrease in allocation will not contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?
[ref. 40B-2.301(2)(k)]

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **3/28/2037**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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 **2-91-00093.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
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 shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. This permit and the operation will be reviewed by District staff and the Permittee during the year 2018. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

Attachment A
2-91-00093.003
Jackson Pivot 3

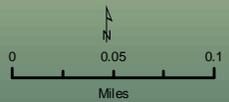
Name	Status	Diameter	Capacity (gpm)	Water Use
Well #3	Existing	10	1200	Irrigation



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Jackson Pivot 3

2-91-00093.003 Water Use Permit
August 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.

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number 2-98-00065.002,
Iris M. Holder, Alachua County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-98-00065.002 with eighteen standard conditions and three special limiting conditions to Iris M. Holder in Alachua County.

BACKGROUND

This is a modification for an existing permit to irrigate 29 acres with an Average Daily Rate (ADR) of 0.0729 million gallons daily (mgd). The ADR has decreased 0.0626 mgd, from 0.1355 to 0.0729 mgd which is a 46% reduction. This will be accomplished with one irrigation well and one center pivot. The project area is located within the Upper Santa Fe River Basin Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (Existing permit will expire on June 5, 2018, the modification will expire June 5, 2023) due to voluntarily implementing automated monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, and irrigation of target areas.

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

/tm

STAFF REPORT

WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Iris M. Holder

APPLICANT:

Iris M. Holder
25207 NW CR 239
Alachua, FL 32615

PERMIT APPLICATION NO.: 2-98-00065.002

DATE OF APPLICATION: May 27, 2013

APPLICATION COMPLETE: May 27, 2013

DEFAULT DATE: August 25, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.1355	mgd	0.0729	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Alachua County. The permit includes eighteen standard conditions and three special limiting conditions. Staff recommends a five year permit extension based on 40B-2.331(2) due to voluntarily implementing automated monitoring and reducing the allocation by more than 25% in a Water Resource Caution Area.. The permit will expire on June 5, 2023.

Project Review Staff

James Link, P.E., Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 07 South, Range 19 East, Section 18 in Alachua County. The project is located within the Santa Fe River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins. It is also located within the Upper Santa Fe River Basin Water Resource Caution Area.

Project Description

The project area consists of 77 acres with approximately 29 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Iris Holder. Crops include corn, sorghum and rye. The applicant will use one center pivot for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.0729 mgd, which equates to 33.8 inches of supplemental irrigation annually. This producer is participating in the District cost-share program.

The project area includes one existing well. Use of this well will be for irrigation. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Iris M. Holder plans to irrigate 29 acres with three crops each year. Crops include corn, sorghum and rye.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot Irrigation.

Minimum Flows and Levels Compliance

Due to this modification, the ADR has decreased 0.0626 mgd, from 0.1355 to 0.0729 mgd. This decrease will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. This modification decreases the amount of water allocated and will not additionally interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

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

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

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

Yes. The decrease in allocation will help the source be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

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

No. The decrease in allocation will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

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

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

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

No. The decrease in allocation will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?

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

No. The decrease in allocation will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

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

No. The decrease in allocation will not contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant proposed an alternative water supply?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **6/5/2023**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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.

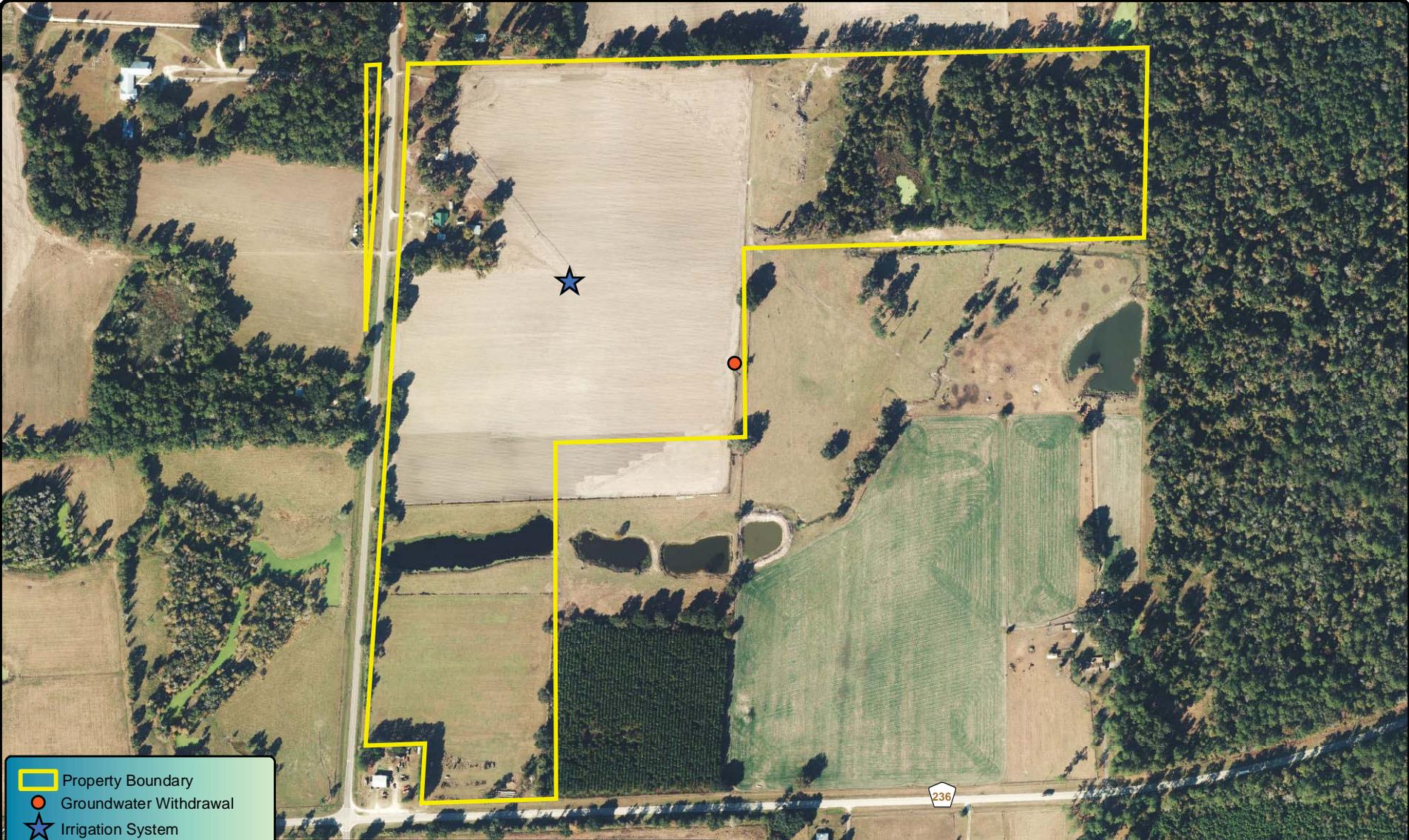
16. All correspondence sent to the District regarding this permit must include the permit number **2-98-00065.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
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 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.

Attachment A
2-98-00065.002
Iris M. Holder

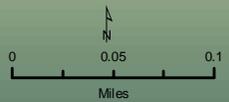
Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Existing	12	1200	Irrigation



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Iris M. Holder

2-98-00065.002 Water Use Permit
August 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.

PM 45

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number
2-97-00037.002, Quincey Cattle Company, Levy County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-97-00037.002 with eighteen standard conditions and three special limiting conditions to Quincey Cattle Co., Inc. in Levy County.

BACKGROUND

This is a modification to an existing permit to irrigate 522 acres with an Average Daily Rate (ADR) of 0.4330 million gallons daily (mgd). The ADR has decreased 0.2329 mgd, from 0.6659 to 0.4330 mgd. The project area is not located within a Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a ten-year permit extension (existing permit expires on April 18, 2017, modified permit will expire on April 18, 2027) due to voluntarily implementing automated water use monitoring. This modification will also void permit 2-89-00031.002.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, and irrigation of target areas.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Quincey Cattle Company

APPLICANT:

Quincey Cattle Co., Inc.

P.O. Box 1857

Alachua, FL 32616

PERMIT APPLICATION NO.: 2-97-00037.002

DATE OF APPLICATION: June 10, 2013

APPLICATION COMPLETE: June 10, 2013

DEFAULT DATE: September 8, 2013

Manager/Member Detail: Quincey Cattle Co., Inc.

Donald J Quincey, JR 2350 NW 120 th Street Chiefland, FL 32626	PRES
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	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.6659*	mgd	0.4330	mgd

*Allocation includes what was previously permitted under 2-89-00031.002

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an agricultural use located within Levy County. The permit includes eighteen standard conditions and three special limiting conditions. Staff also recommends a ten-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. This modification will consolidate two existing water use permits, which will void permit 2-89-00031.002. The existing permit will expire on April 18, 2017, and the modified permit will expire on April 18, 2027.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 11 South, Range 15 East, Sections 16, 17, 21, and 28 in Levy County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 1,261 acres of which approximately 522 acres are irrigated using groundwater. Quincey Cattle Company runs 1,208 head of cattle annually.

The water use calculations were based upon the irrigated acreages and crop types provided by Quincey Cattle Co., Inc. Crops include corn, oats, and pasture. The applicant will use four center pivots and two hardhose traveler systems for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.4330 mgd, which equates to 10.7 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes ten existing wells. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types and number of livestock. Quincey Cattle Co., Inc. plans to irrigate 522 acres and water 1,208 head of cattle. Crops include corn, oats, and pasture.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot and Hardhose Traveler Irrigation.

Minimum Flows and Levels Compliance

Staff determined that the proposed water use would not violate minimum flows and levels (MFLs) adopted in Chapter 40B-8, Florida Administrative Code. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. Staff determined the use will not interfere with any presently existing legal uses of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?
[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?
[ref. 40B-2.301(2)(c)]

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?
[ref. 40B-2.301(2)(d)]

No. Staff determined the use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?
[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?
[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.
[ref. 40B-2.301(2)(g)]

No. Staff determined the use will not cause harm to wetlands or other surface waters.

Will the use cause or contribute to a violation of either minimum flows or levels?
[ref. 40B-2.301(2)(h)]

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?
[ref. 40B-2.301(2)(i)]

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **4/18/2027**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation, Livestock**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

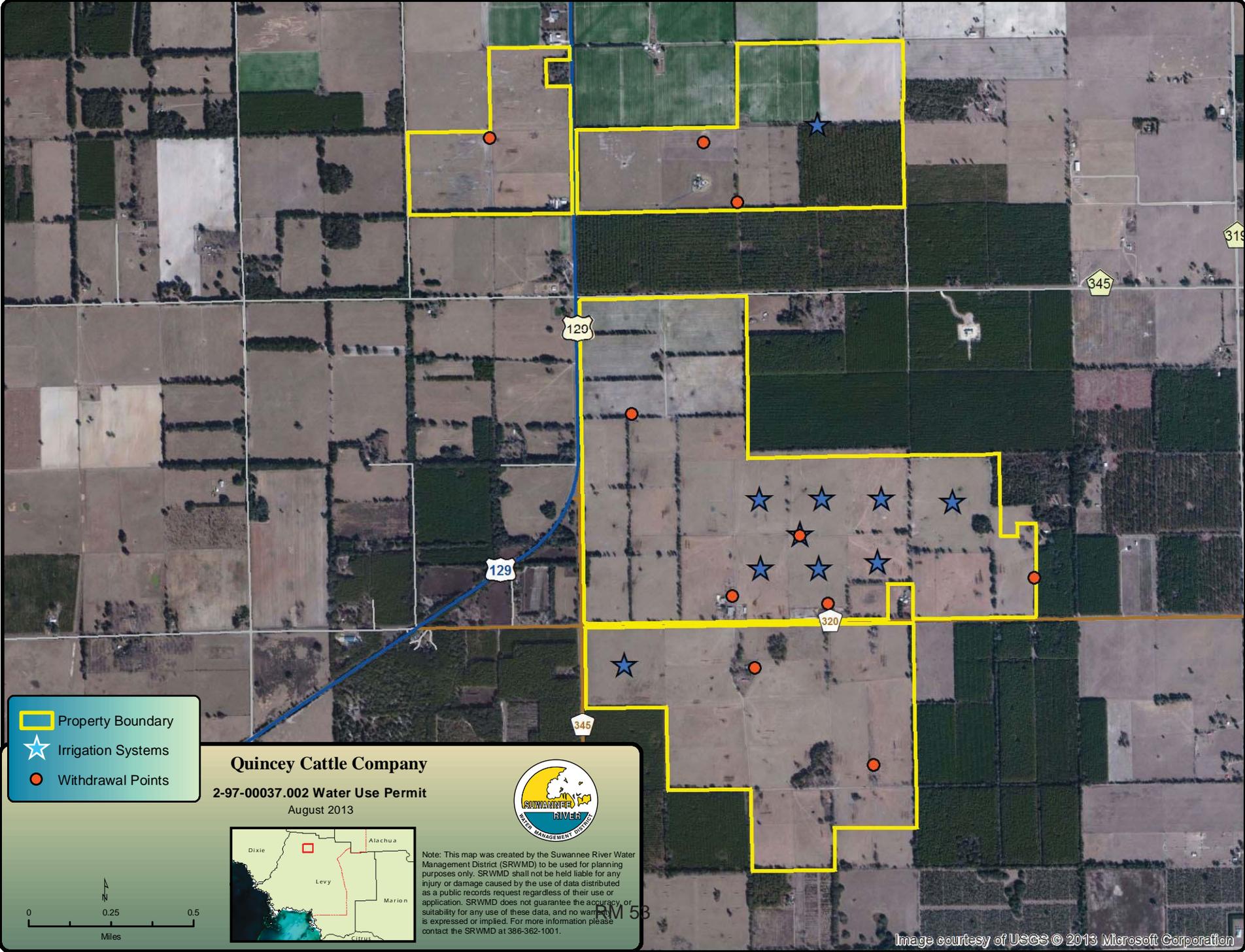
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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 **2-97-00037.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

Attachment A
 2-97-00037.002
 Quincey Cattle Company

Name	Status	Diameter	Capacity (gpm)	Water Use
Irrigation Well	Active	10	1,100	Irrigation
Drummond Well	Active	10	1,000	Irrigation
Shop	Active	4	20	Livestock
House	Active	4	20	Livestock
Drummond Livestock	Active	8	20	Livestock
Pole	Active	8	50	Livestock
Harlene	Active	4	20	Livestock
Queenie	Active	4	50	Livestock
JC Corbin	Active	8	50	Livestock
Kay	Active	4	20	Livestock

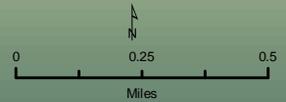


-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

Quincey Cattle Company
 2-97-00037.002 Water Use Permit
 August 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.



MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Approval of Water Use Permit Application Number
2-84-00183.004, Big Woods, Hamilton County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-84-00183.004 with eighteen standard conditions and four special limiting conditions to Partridge Pea Farms, LLC in Hamilton County.

BACKGROUND

This is a modification for an operation with an Average Daily Rate (ADR) of 1.9287 million gallons daily (mgd), which is an increase of 0.1349 mgd. The modification includes 681 new irrigated acres, bringing the total irrigated acres to 1,339 on the project site and six proposed wells. The project area is not located within a Water Resource Caution Area.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, 10-year review and irrigation of target areas.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: July 26, 2013

PROJECT: Big Woods

APPLICANT:

Partridge Pea Farms, LLC
P.O. Box 1857
Alachua, FL 32616

PERMIT APPLICATION NO.: 2-84-00183.004

DATE OF APPLICATION: June 3, 2013

APPLICATION COMPLETE: July 18, 2013

DEFAULT DATE: October 16, 2013

Manager/Member Detail: Partridge Pea Farms, LLC

Eric J Fields 14024 NW US HWY 441 Alachua, FL 32615	MGR
Kevin Coggins 14024 NW US HWY 441 Alachua, FL 32615	MGR

		Previous Quantities:			Proposed Quantities:
Average Daily Rate (ADR)	1.7938	mgd	1.9287	mgd	

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an agricultural use located within Hamilton County. The permit includes eighteen standard conditions and four special limiting conditions. This modification will consolidate two existing water use permits, which will void permit 2-03-00054. The permit will expire on April 12, 2031.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 01 North, Range 11 East, Sections 23, 26, 35, and 36; and Township 01 South, Range 11 East, Section 01 in Hamilton County. The project is located within the Withlacoochee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 1,529 acres of which approximately 1,339 acres are irrigated using groundwater. Although the irrigated acreage increased significantly, the allocation only increased slightly since the crop schedule decreased. The water use calculations were based

upon the irrigated acreages and crop types provided by Partridge Pea Farms, LLC. Crops include beans, carrots, corn, peanuts and sweet potatoes. The applicant will use thirteen center pivots and three drip systems for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 1.9287 mgd, which equates to 19.4 inches of supplemental irrigation annually.

The project area includes seven existing wells and six proposed wells. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Partridge Pea Farms, LLC plans to irrigate 1,339 acres. Crops include beans, carrots, corn, peanuts and sweet potatoes.

Water Conservation

The applicant has completed the Water Conservation Worksheets for Center Pivot and Drip Irrigation.

Minimum Flows and Levels Compliance

Staff determined that the proposed water use would not violate minimum flows and levels (MFLs) adopted in Chapter 40B-8, Florida Administrative Code. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

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

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

No. Staff determined the use will not interfere with any presently existing legal uses of water.

Will this use be consistent with the public interest?

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

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

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

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?
[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?
[ref. 40B-2.301(2)(c)]

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?
[ref. 40B-2.301(2)(d)]

No. Staff determined the use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?
[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?
[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.
[ref. 40B-2.301(2)(g)]

No. Staff determined the use will not cause harm to wetlands or other surface waters.

Will the use cause or contribute to a violation of either minimum flows or levels?
[ref. 40B-2.301(2)(h)]

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?
[ref. 40B-2.301(2)(i)]

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

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

Yes. Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **4/12/2031**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. 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.
8. 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.
9. 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.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. 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 **2-84-00183.004**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. This permit and the operation will be reviewed by District staff and the Permittee during the year, 2021. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.
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 shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

Attachment A
2-84-00183.004
Big Woods

Name	Status	Diameter	Capacity (gpm)	Water Use
Big Woods 1 Well	Proposed	8	500	Irrigation
Big Woods 2 Well	Active	10	650	Irrigation
Big Woods 3 Well	Active	10	650	Irrigation
Big Woods 4 Well	Active	10	650	Irrigation
Big Woods 5&6 Well	Active	12	600	Irrigation
Big Woods 7&8 Well	Active	12	600	Irrigation
Big Woods 9 Well	Proposed	12	1000	Irrigation
Big Woods 10 Well	Active	10	500	Irrigation
Big Woods 11 Well	Active	10	900	Irrigation
Big Woods 12&13 Well	Proposed	10	1000	Irrigation
Drip Well	Proposed	10	800	Irrigation
Drip Well 2	Proposed	10	800	Irrigation
Drip Well 3	Proposed	6	400	Irrigation

NEKOOSA TRSF

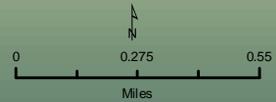
-  Property Boundary
-  Land Acquisition & Management Tracts
-  Irrigation Systems
-  Withdrawal Points

Big Woods

2-84-00183.004 Water Use Permit
August 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.



MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Rulemaking for Implementing a Water Shortage Declaration, 40B-21.275(4), Florida Administrative Code (F.A.C.)

RECOMMENDATION

Staff recommends the Governing Board authorize staff to:

- 1. Publish a Notice of Rule Development for 40B-21, F.A.C.;**
- 2. Publish a Notice of Proposed Rule for section 40B-21.275(4), F.A.C.; and**
- 3. File 40B-21.275(4), F.A.C., with the Department of State if no objections or comments are received.**

BACKGROUND

Florida House Bill 999 approved this past legislative session amended subsection (6) of section 373.246, Florida Statutes to allow notification of permittees by electronic mail in the event of a declared water shortage or emergency. Electronic notification will result in faster notification to permittees, allow efficient use of staff time, and reduce costs for the District.

If no objections or requests for workshop are filed within 21 days after publication, the District will file the proposed rules with the Joint Administrative Procedures Committee (JAPC) for review.

Governing Board authorization is required by 120.54(3), Florida Statutes, for filing of rules for adoption. Filing with the Department of State will occur following JAPC review. The rules will become effective 20 days after filing with the Department of State.

A copy of the Notice of Proposed Rule follows this memorandum.

/rl

NOTICE OF PROPOSED RULE

NAME OF AGENCY:
Suwannee River Water Management District

RULE CHAPTER TITLE:
Water Shortage Plan

RULE CHAPTER NUMBER:
40B-21

RULE TITLES:
Implementing a Water Shortage Declaration

RULE NOS.:
40B-21.275

PURPOSE AND EFFECT: The purpose of the proposed rule is to implement changes to rule requirements as per Florida House Bill 999 approved this past legislative session. This bill amended subsection (6) of section 373.246, Florida Statutes to allow notification of permittees by electronic mail in the event of a declared water shortage or emergency.

SUBJECT AREAS TO BE ADDRESSED: This proposed rule regards electronic notification of permittees within the areas of the District declared to be in a water shortage.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS (SERC) AND LEGISLATIVE RATIFICATION: The Agency has determined that this will not have an adverse impact on small business because there will not be an increase in time and effort to comply with this rule. This rule will not likely increase direct or indirect regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: There is neither a cost nor an exemption from cost associated with these rules. The promulgation of this language is a result of a legislative mandate.

Any person, who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative, must do so in writing within 21 days of this notice.

SPECIFIC AUTHORITY: 373.044, 373.113, FS.

LAW IMPLEMENTED: 373.175, 373.246, FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE AMENDMENTS:
Robin Lamm, Business Resource Specialist II, SRWMD, 9225 C.R. 49, Live Oak, Florida, 32060, (386)362-1001 or (800)226-1066 (FL only).

THE FULL TEXT OF THE PROPOSED RULE IS:

40B-21.275

(1) through (3) no change

(4) The District shall notify each affected permittee within the affected source class of any change in permit conditions, any permit suspension or any other restriction on water use. Notice shall be by electronic or regular mail.

NAME OF PERSON ORIGINATING PROPOSED RULE: Tim Sagul, Division Director, Resource Management, Suwannee River Water Management District, 9225 County Road 49, Live Oak, Florida 32060, (386)362-1001.

NAME OF SUPERVISOR OR PERSON WHO APPROVED THE PROPOSED RULE:
Governing Board of the Suwannee River Water Management District.

DATE PROPOSED RULE APPROVED: August 13, 2013.

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: _____

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: July 26, 2013

RE: First Amendment to Interagency Agreement between the Suwannee River Water Management District and the St. Johns River Water Management District for the Designation of Regulatory Responsibility of Gainesville Regional Utilities for Consumptive Use Permitting

RECOMMENDATION

Staff recommends approval of the First Amendment to the Interagency Agreement for the Designation of Regulatory Responsibility of Gainesville Regional Utilities for Consumptive Use Permitting.

BACKGROUND

The initial Interagency Agreement between the Suwannee River Water Management District (District) and St. Johns River Water Management District (SJRWMD) became effective on June 20, 2006. On August 13, 2009, SJRWMD issued Gainesville Regional Utilities (GRU) a 5-year consumptive use permit. The permit will expire on August 13, 2014.

GRU will be submitting a request for permit renewal later this year. As part of this process, staff from both districts and GRU participated in eight monthly pre-application meetings to address issues associated with the permit renewal process.

Since the initial interagency agreement, the District has established MFLs on the upper Santa Fe River and has pending MFLs on the lower Santa Fe and Ichetucknee Rivers and springs. Additionally, the two districts have initiated joint water supply planning through the North Florida Regional Water Supply Partnership (NFRWSP) as a result of another interagency agreement between the District, SJRWMD and the Florida Department of Environmental Protection.

This proposed first amendment reflects both districts' work in the NFRWSP including water supply planning and MFL establishment and will allow both districts to continue their cooperation through the Gainesville Regional Utilities Consumptive Use Permit renewal process. As you may recall, the Board approved the first amendment to interagency agreement at their May meeting and sent it to SJRWMD for signature. Since then, SJRWMD has made some minor changes to the document.

TS/tm

FIRST AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THE DESIGNATION OF REGULATORY RESPONSIBILITY OF GAINESVILLE REGIONAL UTILITIES FOR CONSUMPTIVE USE PERMITTING

THE INTERAGENCY AGREEMENT executed on June 20, 2006, entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (hereinafter "SJRWMD") is hereby reaffirmed and ratified but with the following additions and revisions:

WITNESSETH:

WHEREAS, withdrawals are located within the jurisdictional boundaries of SRWMD and SJRWMD; and

WHEREAS, pursuant to an interagency agreement, the districts have agreed to communicate regularly on permitting;

WHEREAS, an interagency agreement exists between both districts (Attachment A) that includes:

1. Joint regional water supply planning
2. Minimum Flows and Levels (MFL) Establishment
3. Development of MFL prevention and recovery strategies

NOW THEREFORE, the SJRWMD and the SRWMD, under the authority of Subsection 373.046(6), F.S., hereby agree as follows:

1. SJRWMD and SRWMD agree to share all communications including pre-application and post-application meeting information, emails and written correspondence.
2. SJRWMD agrees to incorporate SRWMD comments and information requests in any section 120.60, F.S., information request to GRU, as allowed by statute and the rules of the SJRWMD.
3. SJRWMD agrees to consider and, if found appropriate by SJRWMD, incorporate proposed special conditions requested by SRWMD into proposed permits as proposed agency action and to include all proposed special permit conditions found appropriate by SJRWMD into the permit that become final agency action, as allowed by statute and the rules of the SJRWMD.
4. SJRWMD and SRWMD agree to work together during the permitting process to resolve potential harm to water resources, including minimum flows and levels, in both districts as allowed by statute and the rules of the SJRWMD.
5. The Districts agree to provide written notification to Gainesville Regional Utilities at the time either District provides written notice of termination of this agreement.
6. The agreement will commence upon execution of all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the

other party. However, any permit issued pursuant to this agreement shall remain valid for the duration of such permit notwithstanding the termination of this agreement.

7. Attachment A is incorporated herein.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____

Attest: _____

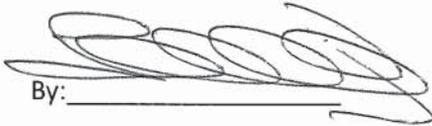
Chairman or Designee

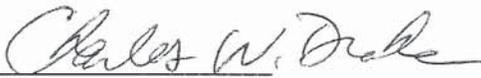
Secretary

Date: _____

(Seal)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:  _____

Attest: 
Board Member

Chairman or Designee

Secretary

Date: 7/19/13

(Seal)

**FIRST AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THE
DESIGNATION FO REGULATORY RESPONSIBILITY OF GAINESVILLE REGIONAL UTILITIES FOR
CONSUMPTIVE USE PERMITTING**

THE INTERAGENCY AGREEMENT executed on June 20, 2006, entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (hereinafter "SJRWMD") is hereby reaffirmed and ratified but with the following additions and revisions:

WITNESSETH:

WHEREAS, withdrawals are located within the jurisdictional boundaries of SRWMD and SJRWMD; and

WHEREAS, pursuant to an interagency agreement, the districts have agreed to communicate regularly on permitting;

WHEREAS, an interagency agreement exists between both districts (Attachment A) that includes:

1. Joint regional water supply planning
2. Minimum Flows and Levels (MFL) Establishment
3. Development of MFL prevention and recovery strategies

NOW THEREFORE, the SJRWMD and the SRWMD, under the authority of Subsection 373.046(6), F.S., hereby agree as follows:

1. SJRWMD and SRWMD agree to share all communications including pre-application and post-application meeting information, emails and written correspondence.
2. SJRWMD agrees to incorporate SRWMD comments and information requests in any section 120.60, F.S., information request to GRU, as allowed by statute and the rules of the SJRWMD.
3. SJRWMD agrees to consider and, if found appropriate by SJRWMD, incorporate proposed special conditions requested by SRWMD into proposed permits as proposed agency action and to include all proposed special permit conditions found appropriate by SJRWMD into the permit that become final agency action, as allowed by statute and the rules of the SJRWMD.
4. SJRWMD and SRWMD agree to work together during the permitting process to resolve potential harm to water resources, including minimum flows and levels, in both districts as allowed by statute and the rules of the SJRWMD.
5. The Districts agree to provide written notification to Gainesville Regional Utilities at the time either District provides written notice of termination of this agreement.
6. The agreement will commence upon execution of all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the

(May 16, 2013 version approved by Governing Board)

other party. However, any permit issued pursuant to this agreement shall remain valid for the duration of such permit notwithstanding the termination of this agreement.

7. Attachment A is incorporated herein.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____

Attest: _____

Chairman or Designee

Secretary

Date: _____

(Seal)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____

Attest: _____

Chairman or Designee

Secretary

Date: _____

(Seal)

(May 16, 2013 version approved by Governing Board)

**INTERAGENCY AGREEMENT BETWEEN
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE DESIGNATION OF REGULATORY
RESPONSIBILITY OF GAINESVILLE REGIONAL UTILITIES FOR CONSUMPTIVE
USE PERMITTING**

THIS INTERAGENCY AGREEMENT is made and entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("hereinafter "SJRWMD").

WITNESSETH:

WHEREAS, the geographic area of the Gainesville Regional Utilities' water supply system and service area lie solely within Alachua County but cross the jurisdictional boundaries of SJRWMD and SRWMD; and

WHEREAS, Gainesville Regional Utilities is permitted by SJRWMD consumptive use permit (CUP) number 11339 to withdraw ground water; and

WHEREAS, two (2) Floridan wells are proposed to be located within the jurisdictional boundaries of SRWMD and fifteen (15) existing Floridan wells are located within the SJRWMD; and

WHEREAS, the majority of the Gainesville Regional Utilities' service area is located within the jurisdictional boundaries of the SJRWMD; and

WHEREAS, Subsection 373.046(6), F.S., authorizes a water management district to designate, via an interagency agreement, regulatory responsibility to another water management district over a project which crosses the jurisdictional boundaries of both districts; and

WHEREAS, the designation of the SJRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for Gainesville Regional Utilities will allow for more efficient processing of permit applications under that part, and will allow for more assured compliance with the permit due to SJRWMD's prior history and familiarity with the Gainesville Regional Utilities; and

WHEREAS, the SJRWMD and the SRWMD desire to designate the SJRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for Gainesville Regional Utilities for consumptive use permitting;

NOW THEREFORE, the SJRWMD and the SRWMD, under the authority of Subsection 373.406(6), F.S., hereby agree as follows:

1. The SJRWMD is designated as the water management district which will have all regulatory responsibilities under Part II of Chapter 373, F.S., for the withdrawal

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and use of water for Gainesville Regional Utilities' water supply system and service area in Alachua County. Such regulatory responsibilities shall include receiving, processing, and taking final agency action on all consumptive use permit applications, or modifications thereof, and taking any compliance and enforcement action with regard to those permits.

2. This agreement will commence upon execution by all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the other party.

IN WITNESS THEREOF, each party, or lawful representative, has executed this agreement on the date set forth next to their signature below.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: [Signature]
Chairman or designee

Attest: [Signature]
Secretary

Date: June 20, 2006

(Seal)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: [Signature]
Chairman

Attest: [Signature]
Secretary

Date: 6/13/06

(Seal)

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**INTERAGENCY AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

ORIGINAL TO FILE _____
COPIES TO _____

THIS INTERAGENCY AGREEMENT ("AGREEMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into three originals this 13 day of September, 2011.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

A) Effective water management in Northeast Florida requires close coordination between the SRWMD and the SJRWMD to ensure resource protection and equitable treatment of water users in the two districts.

B) The purpose of this AGREEMENT is to set forth specific responsibilities of SRWMD, SJRWMD, and the DEPARTMENT (hereinafter collectively referred to as "PARTIES") to achieve appropriate coordination with respect to the Districts' water supply and consumptive use permitting responsibilities in Northeast Florida. While SRWMD and SJRWMD agree that there has been a shift in the Groundwater divide over time, SJRWMD believes that additional data and analysis are necessary to determine the cause of this shift and the impact of the shift on the water resources within both districts.

SRWMD and SJRWMD agree to develop a scope of work to define changes and potential impacts in the Floridian aquifer system, including but not limited to, evaluating the effects and causes of migration of the groundwater divide and regional lowering of the potentiometric surface. Furthermore, SRWMD and SJRWMD agree to engage the National Research Council's Water Science and Technology Board to review and provide recommendations to the scope of work. Following review by the Water Science and Technology Board, SRWMD and SJRWMD agree to incorporate the National Research Council's suggestions and jointly execute the scope of work and produce a report for submission to the Water and Science Technology Board for review and recommendations. Following completion of the review and recommendation of the National Research Council study, PARTIES agree to accept the results as the best available information for planning and permitting decisions.

C) Development of a Joint Regional Groundwater Flow Model. In order to develop consistency in planning and permitting decisions, SRWMD and SJRWMD agree to jointly

develop regional groundwater and surface water models. PARTIES agree that one model will enhance efficiency and effectiveness for the process.

D) Data Needs and Analysis Collection. SRWMD and SJRWMD will respect each others' data and continue to share monitoring and technical data, and to communicate regularly concerning water resource issues of concern, including but not limited to: permitting, minimum flows and levels, water resource constraints analyses, regional water supply planning, and district-wide water supply assessments.

SRWMD and SJRWMD will strive to improve their working relationship to include agreement on the most appropriate tools to evaluate water resource concerns based upon the geomorphologic, hydraulic, and geologic / hydrogeologic conditions of an area of concern.

E) Minimum Flows and Levels. When setting minimum flows and levels ("MFLs") in the northeast Florida area, SRWMD and SJRWMD shall:

1. Develop one consistent MFL process,
2. Develop one consistent definition of "harm," and,
3. Agree to the environmental constraints developed by each district in the absence of an MFL.

DEPARTMENT will review and comment regarding proposed MFLs, MFL process, definition of "harm" and environmental constraints.

F) Development of Prevention and Recovery Strategy. SRWMD and SJRWMD will develop and implement one MFL prevention and recovery strategy when withdrawals in one district contribute to water resource impacts in the other district. MFL prevention and recovery strategies will be described within the regional water supply plans of SRWMD and SJRWMD. DEPARTMENT will review and comment regarding the strategies by SRWMD and SJRWMD.

G) Joint Planning and Implementation for Recovery. When it is determined that an MFL is in recovery, SRWMD and SJRWMD shall work together to recover the MFL as expeditiously as possible by reducing demand for groundwater through conservation, alternative water supply ("AWS") projects, or water resource development projects. SRWMD and SJRWMD will prioritize water conservation as the preferred means of reducing demand for potable water, reducing groundwater withdrawals, and the need for more AWS projects.

It is understood that self-supplied agricultural water users are generally limited in their ability to develop AWS projects as described in Fla. Stat. section 373.709(2)(a)2. Therefore, it is understood that groundwater, in most cases, is the most feasible water source for agricultural users.

H) Staffing. In order to promote efficiency and clear communication between SRWMD and SJRWMD under this AGREEMENT, SRWMD has agreed to provide office space, including a computer and communications equipment, for a SJRWMD staff member. The staff member will be closely involved with the technical aspects of the AGREEMENT, including but not limited to: analysis of data, planning issues, permitting, MFLs, and recovery and prevention strategies.

I) Department Arbitrator. In the event that the Executive Directors of SRWMD and SJRWMD cannot reach resolution of any of the above issues in this AGREEMENT, then the DEPARTMENT shall act as an arbitrator to resolve the issues.

J) The Chairmen and the Executive Directors of SRWMD and SJRWMD agree to meet at least quarterly to discuss progress under the AGREEMENT. The first progress report is due December 1, 2011, and subsequent progress reports shall be due quarterly thereafter.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AGREEMENT on the date set forth next to their signature below.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: David Still Date: 13 Sept 2011
David Still
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Kirby B. Green III Date: 13 Sept '11
Kirby B. Green III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Herschel T. Vinyard Jr. Date: 9/7/11
Herschel T. Vinyard Jr.
Secretary

**FIRST AMENDMENT TO INTERAGENCY AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS FIRST AMENDMENT ("AMENDMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into in three originals this 28 day of February, 2012.

PREMISES

The PARTIES entered into an Interagency Agreement on September 13, 2011, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following is inserted as Paragraph G:
 - G. Joint Regional Water Supply Planning. SRWMD and SJRWMD agree to prepare a joint regional water supply plan encompassing, at a minimum, the northern nine counties within the SJRWMD and any Water Resource Caution Areas designated by the SRWMD that are contiguous with the boundary between the Districts. SRWMD, SJRWMD, and the DEPARTMENT will jointly establish and coordinate an open public process, cooperative with all water user groups and other affected and interested parties, consistent with Chapter 62-40.531, Florida Administrative Code, and section 373.709, Florida Statutes.

2. Former Paragraph G is revised to be Paragraph H and the title is changed from Joint Planning and Implementation for Recovery to Implementation for Recovery.

3. Paragraphs H, I, and J of the AGREEMENT are respectively revised to be paragraphs I, J and K.

4. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

5. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AMENDMENT on the date set forth next to their signature below.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: David Still Date: 2-27-12
David Still
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Hans G. Tanzler III Date: 2-23-12
Hans G. Tanzler III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Herschel T. Vinyard Jr. Date: 2/28/12
Herschel T. Vinyard Jr.
Secretary

**SECOND AMENDMENT TO INTERAGENCY AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS SECOND AMENDMENT ("AMENDMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into in three originals this 25th day of January, 2012~~2~~³.

PREMISES

The PARTIES entered into an Interagency Agreement on September 13, 2011, and amended on February 28, 2012, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW, THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following replaces Paragraph B.
 - B) The purpose of this AGREEMENT is to set forth specific responsibilities of SRWMD, SJRWMD, and the DEPARTMENT (hereinafter collectively referred to as "PARTIES") to achieve appropriate coordination with respect to the Districts' water supply and consumptive use permitting responsibilities in Northeast Florida. The SRWMD and SJRWMD agree that there have been changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in northeast Florida and southeast Georgia (Study Area). Both districts are united in the determination that additional data and analysis are necessary to better understand the factors that have caused

these changes and the potential impact to the water resources within both districts. Both districts agree to evaluate the changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer.

SRWMD and SJRWMD have developed a scope of work to evaluate changes and potential impacts to the Upper Floridan aquifer and connected water resources, including:

1. Assessing the factors that drive changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
2. To the extent possible, investigating the proportional effect of each factor driving changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
3. Studying the trends in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
4. To the extent possible, evaluating which hydrologic features are most susceptible to changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
5. Assessing to what extent hydrologic features may be affected by changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.

Existing scientific literature and data will provide the basis for successful completion of the scope of work. At their discretion, the Florida Geological Survey will participate in the technical document review and evaluation. The deliverable for the scope of work will be a co-authored report of findings that will supplement the districts' planning and permitting decisions, as well as the other elements of this AGREEMENT.

Upon 30 days written notice by the SRWMD or SJRWMD, the SRWMD and the SJRWMD agree to engage the National Research Council's Water Science and Technology Board (WSTB) to review the co-authored report of findings and provide recommendations regarding data collection and modification of scope of work, if necessary. If data collection and modification of scope of work are deemed necessary by the WSTB, and agreed to either by SRWMD or SJRWMD, then upon completion of said recommendation of data collection and scope of work, the SRWMD and the SJRWMD will resubmit an amended report of findings to the WSTB for review as outlined below. The SRWMD and SJRWMD shall share equally in the cost of WSTB activities and additional research efforts that result from WSTB recommendations. If no further modifications to scope of work or data collection are necessary, then WSTB will evaluate the co-authored report of findings and either submit a report certifying the co-authored report of findings

Attachment A

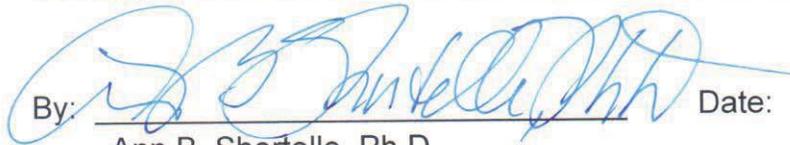
as being the best available information for planning and permitting decisions, or submit a report documenting the WSTB method of review, findings and conclusions of fact that differ from the those of the co-authored report submitted by the SRWMD and the SJRWMD. The PARTIES agree to accept the results as the best available information for planning and permitting decisions.

2. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

3. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AMENDMENT on the date set forth next to their signature below.

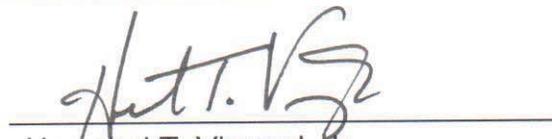
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By:  Date: 1/9/13
Ann B. Shortelle, Ph.D.
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:  Date: 1/9/13
Hans G. Tanzler, III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  Date: 1/25/13
Herschel T. Vinyard, Jr.
Secretary

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: July 26, 2013

RE: Interlocal Agreement between the Suwannee River Water Management District and Columbia County, Florida Regarding Remedial Work on Several Stormwater Management Systems in Exchange of Surplus Lands

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Columbia County, Florida regarding remedial work on stormwater management systems in exchange for the Alligator Lake 42- acre surplus land tract.

BACKGROUND

There are four subdivisions with non-compliant stormwater management systems that have been under enforcement for a long time. In an attempt to resolve these issues, staff from Columbia County and the District have been working on an interlocal agreement. Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on stormwater management systems in several subdivisions that are currently non-compliant. Thereafter, the District would transfer the permits to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve these matters, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

A copy of the proposed interlocal agreement is attached as well as a map showing the location of the surplus parcel.

/ts

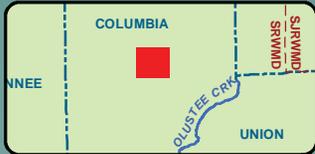
INTERLOCAL AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
COLUMBIA COUNTY, Florida

PENDING FINAL REVIEW

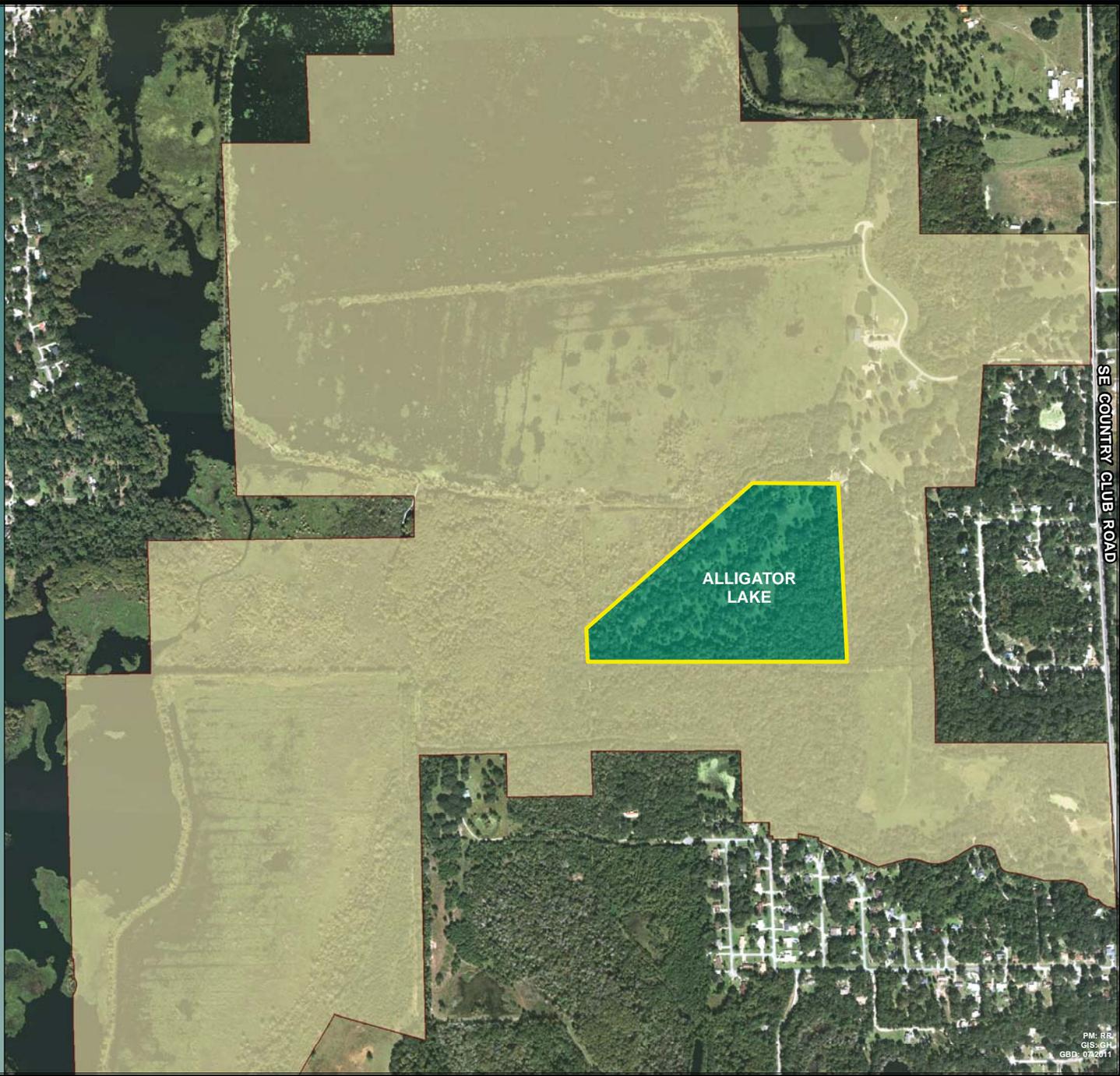
Surplus Land Alligator Lake

Columbia County
Florida

-  Surplus Land
-  SRWMD Lands
-  Alligator Lake
Park and
Recreation
Area



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), 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 public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. 2013 NC 1FT Imagery Columbia



PM: RR
GIS: GH
GBD: 07/2011

MEMORANDUM

TO: Governing Board

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

DATE: July 26, 2013

RE: Permitting Summary Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of June.

June 2013	Received					
ERP	Noticed General	General	Individual	Conceptual	Exemption Requests	Extension Requests
	11	8	1	0	5	0
	Issued					
	Noticed General	General	Individual	Conceptual	Exemptions Granted	Extensions Granted
	9	4	1	0	3	0

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2010 to June 30, 2013.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				June 2013	June 2013
Exempt	187	154	33	0	0
Noticed General	428	292	136	9	4
General	378	214	164	4	3
10-2 Self Certifications	31	28	3	3	0
Individual	56	35	21	0	0
Conceptual	5	5	0	0	0
TOTAL	1085	728	357	16	7
PERCENT		67%	33%		

*O& M includes permits that have expired and were not constructed.

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

File Number	Project Name	County	Issue Date
ERP13-0045	FWC Ivey Memorial Park Boating Facilities	Suwannee	6/20/13
ERP12-0110M2	Suwannee County Catalyst Site – Stormwater	Suwannee	7/26/2013

Water Use Permitting and Water Well Construction

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

June 2013	Received		Issued
Water Use Permits	23		22
Water well permits issued: 103			
Abandoned/destroyed	9	Livestock	0
Agricultural Irrigation	6	Monitor	7
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	2
Garden (Non Commercial)	0	Self-supplied Residential	77
Landscape Irrigation	2	Drainage or injection	0
Commercial or Industrial	0	Test	0

**Rulemaking Schedule
April 2013**

40B-2.301

Reuse

GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	9/11/12
Notice of Proposed Rule	9/21/12
Public Workshop	10/11/12
Send to JAPC	11/12/12
Sent to OFARR	1/14/13
GB Notice of Change	3/20/13
Mail to DOS	7/22/13
Effective Date (tentative)	8/1/2013

40B-1, 40B-4, 40B-400

Statewide Environmental Resource Permitting (SWERP)

GB Rule Dev. Auth.	9/11/12
Notice of Rule Dev.	9/28/12
GB Proposed Rule Auth.	11/15/12
Notice of Proposed Rule	3/22/2013
Send to JAPC	4/5/2013
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-1, 40B-2, 40B-8, 40B-21

CUPcon

GB Rule Dev. Auth.	5/29/12
Notice of Rule Dev.	7/20/12
GB Proposed Rule Auth.	5/16/13
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: June 26, 2013
RE: Enforcement Status Report

Matters Staff is attempting to gain compliance without enforcement action

Respondent	Justin M. Fitzhugh
Enforcement Number / County	CE05-0046 / Columbia
Violation	Non-Functioning Stormwater Management System & Failure to Submit As-Builts
Legal Counsel	Brannon, Brown, Haley & Bullock
Date Sent to Legal	July 1, 2010
Target Date	Ongoing
Legal Fees to date	\$2,111 (approximate)

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

Staff inspected site on March 7, 2013. Vegetation cleared, the retention pond is still not in compliance. Staff contacted new owner, Joe Peurrung. Mr. Peurrung expects to submit a permit modification shortly. **Staff to follow up by August 15, 2013.**

Respondent	Richard Oldham
Enforcement Number / County	CE10-0024 / Bradford
Violation	Unpermitted Pond & Deposition of Spoil Material
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A.
Date sent to legal	October 13, 2011
Target Date	Ongoing
Legal Budget / Legal Fees to date	\$5,000 / \$2,473

This violation is for construction of a pond without a permit and deposition of spoil material in a flood area.

Richard Oldham and Diana Nicklas were served with an Administrative Complaint and Order and the time for filing a petition for hearing lapsed.

Counsel has filed a Petition for Enforcement in the Circuit Court for Bradford County and will have Oldham and Nicklas personally served upon receipt of the summons from the Clerk. The Clerk notified counsel that a separate order and motion was required to serve the respondents via a private process server. This has been completed and **it is expected that the Administrative Complaint and Order will served the week of August 5.**

Respondent	Larry R. Sigers
Enforcement Number / County	CE08-0072 / Columbia
Violation	Unpermitted Dredge & Fill
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	October 5, 2011
Target Date	March 12, 2012
Legal Budget / Legal Fees to date	\$7,500 / \$7,517.00

A Consent Agreement was entered into with Mr. Sigers as a result of violations of District Rules. The replanting has failed and staff has contacted Mr. Sigers. To date there has been no response from Mr. Sigers.

Respondent	Cannon Creek Airpark
Enforcement Number / County	CE05-0031/ Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	February 2006
Target Date	In Permit Process
Legal Fees to date	\$7,048.50

This enforcement action has been on-going for a number of years. This involves work that was done within the subdivision to alleviate flooding. The work was done without a permit. Columbia County officials are working on a stormwater project that may alleviate the practical need to obtain compliance with the existing District permit, but instead would require that the permit be modified to reflect the system as constructed.

District staff is currently reviewing an ERP application to implement one phase of the County's master stormwater plan that includes the Cannon Creek area, which should address the remaining drainage problems for this project. The District is waiting for Columbia County to respond to the mitigation offer before taking further action on the permit application.

Columbia County responded to the request for additional information. Staff is reviewing the submittal in regards to the proposed wetland mitigation offer.

District staff met with Columbia County on February 28, 2012, to discuss outstanding RAI items and expect to soon receive additional information from the County. Columbia County proposes to "bundle" the wetland mitigation required for this project with mitigation being provided for a Home Depot project. Staff plans to discuss this approach with the District's Governing Board.

A permit for this project was issued on August 6, 2012. Staff is still working with Columbia County on the associated Interlocal Agreement.

Matters the Governing Board has directed staff to take enforcement

Respondent	Charlie Hicks, Jr.
Enforcement Number / County	CE07-0087 / Madison County
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	October 30, 2008
Target Date	Ongoing
Legal Fees to date	\$21,536.50

The violation consists of construction of a structure in the floodway, without obtaining a Works of the District permit. The case has been before this court several times.

The nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys' fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57. Counsel is proceeding in executing on the judgment. **Legal Counsel still working with Sherriff for sale date.**

Respondent	Steven Midyette
Enforcement Number / County	CE07-0065 / Gilchrist County
Violation	Unpermitted Clearing & Filling of Wetlands & Unpermitted Construction
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	September 9, 2008
Target Date	Ongoing
Legal Fees to date	\$9,190

This is an ongoing enforcement case which involved clearing of wetland vegetation within a riverine wetland slough without a permit, filling in wetlands and constructing a boat ramp within a riverine wetland slough without a permit.

A Complaint was filed with the Circuit Court of Gilchrist County and it was served on Mr. Midyette on March 30, 2011. There have been several status conferences with the latest being October 30, 2012.

The majority of remedial work has been accomplished. The parties are currently negotiating the attorneys' fees and costs and penalty amount to be paid by Midyette and the procedure for payment of the agreed upon amount. Mitigation has been completed. On May 16, 2013, the District received partial reimbursement for fees and costs in the amount of \$2,000. Legal Counsel drafted a Consent Order and it was sent to Mr. Midyette for signature on July 31. **Staff anticipates that the Consent Order will be brought to the September Board for ratification.**

Respondent	EI Rancho No Tengo, Inc.
Enforcement Number / County	CE05-0017 / Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	January 2006
Target Date	April 30, 2012
Legal Fees to date	\$253,160.50

This enforcement matter has been ongoing since 2006. After multiple court hearings, and in accordance with Court rulings, a Notice of Sheriff's Sale was sent to the parties by certified mail.

The Sheriff's Sale of Defendant's real property pursuant to two writs of execution occurred on May 3, 2011. The Executive Director and Counsel were present at the sale. After an opening bid by Jeffrey Hill of ten dollars, Mr. Still bid \$390,000, which was also the highest bid. Twenty-two minutes prior to the sale, Jeffrey Lance Hill, Sr., filed a chapter 12 case with the U.S. Bankruptcy Court in Jacksonville, Florida. Counsel has since consulted with Lance Cohen, a bankruptcy attorney in Jacksonville, whom the District retained in 2008 when EI Rancho No

Tengo, Inc., filed a bankruptcy case. Mr. Cohen is of the opinion that because Mr. Hill filed for bankruptcy prior to the Sheriff's Sale, the District's interest in quieting title would best be served in bankruptcy court. Therefore, Staff has directed Counsel to work with Mr. Cohen again to efficiently and expeditiously secure title to the land in the District.

On March 22, 2012, the Bankruptcy Court granted the District's motion to dismiss the Chapter 12 bankruptcy case filed by Jeffrey Hill. On March 28, 2012, District staff recorded the Sheriff's deed with the Columbia County Clerk's Office.

On May 16, 2012, Mr. Hill filed a Notice of Appeal of the Bankruptcy Court's May 3rd Order. The District's bankruptcy counsel, Lance Cohen, is responding to the appeal. Staff was directed to meet with the newer Board members individually to bring them up to date and after this was done to schedule a meeting with Mr. Hill, Mr. Williams and Mr. Reeves to discuss possible settlement. The parties have met, but a settlement was not reached.

The District's bankruptcy counsel, Lance Cohen, filed an Answer Brief on September 10, 2012, in Jeffrey Hill's appeal of the Bankruptcy Court's dismissal of his Chapter 12 case. The case is now fully briefed and, therefore, either oral argument or a written decision should occur or be issued before the end of the year. **A mediation meeting was held July 29, 2013 at the Federal Courthouse in Jacksonville. The judge gave an October 15, 2013 deadline for resolution.**

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$9,550

This is not a District enforcement matter, but appears to have been prompted by one. This matter concerns a circuit court complaint recently filed against the District by Jeffrey and Linda Hill arising out of the District's enforcement litigation against El Rancho No Tengo, Inc. In summary, the Complaint alleges that the District has violated Plaintiffs' personal and property rights, acted with recklessness and malice, taken Plaintiffs' personal and property, forced Mr. Hill into bankruptcy, and caused Plaintiffs psychological and emotional harm. The request for relief includes returning all real and personal property taken, permanently enjoining the District from taking Plaintiffs' property, damages in the amount of \$1,000,000.00, renewal and reinstatement of a writ dated August 4, 1991, and costs and attorney's fees. District Counsel has responded by filing a motion to dismiss, strike and for more definite statement. Counsel is currently researching whether a judgment on the merits may also be available at this stage of the proceeding. In any event, Counsel will soon request a hearing on the District's motion(s).

On October 20, 2011, Plaintiffs served an Amended Complaint to which Counsel responded by serving an Amended Motion to Dismiss and Strike. Counsel also provided a draft Motion to Award [\$57.105, F.S.] Attorney's Fees to Plaintiffs on November 17, 2011. Counsel attended a hearing on the District's amended motion to dismiss and strike the amended complaint on December 9, 2011. The Court dismissed three counts of Hills' amended complaint and struck three more, but also gave the Hills 30 days from the date the order is signed to file a second amended complaint.

Counsel drafted and delivered an order to the Hills for review and comment on December 19, 2011. Comments on the draft order are due from the Hills to Counsel on December 22, 2011, at which time Counsel will send a proposed order to Judge Parker. Once a second amended complaint is filed by the Hills, Counsel will prepare an answer with affirmative defenses.

Rather than commenting to Staff Counsel on the District's draft proposed order, Plaintiff's filed their "Objection to Proposed Order," but not before Staff Counsel submitted the District's proposed order to Judge Parker on December 26, 2011. Thereafter, the District's proposed order was entered and Plaintiffs filed a timely motion for rehearing. On January 25, 2012, this case was transferred from Staff Counsel Jennifer Springfield to Staff Counsel Lindsey Lander. In February, this case was transferred to the District's Insurance Claim Services.

A hearing was set for October 5, 2012, regarding the Plaintiffs Motion for Rehearing on the Court's order dismissing and striking the amended complaint and allowing Plaintiffs 30 days leave to file a second amended complaint. **Mr. Quincey, at the direction of the board, is working with Mr. Hill and will bring back a proposed settlement to the Board.**

Respondent	Linda Fennell (Buckles)
Enforcement Number / County	CE06-0107 / Lafayette
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	July 2009
Target Date	Ongoing
Legal Fees to date	\$13,610

This violation is for construction of structures within the regulatory floodway without a works of the district permit. This matter is ongoing in the Lafayette County Circuit Court.

Staff Counsel is negotiating a settlement proposal with Fennell's attorney, which would require removal of the dock, payment of the District's costs and attorneys' fees, and application of a deed restriction or similar instrument allowing the home to stay within the 75-foot setback for the duration of Fennell's ownership. The settlement proposal, if accepted by Fennell, will be brought to the Governing Board for approval. A trial has been set for October 22 -23, 2013. The property has recently been sold. The new owner is working with staff to resolve the violation and to obtain a permit. Until a resolution is reached, including appropriate permitting, staff counsel will retain the trial date. **The new owner has submitted a permit application and variance request on July 18. They are under review by staff.**

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
Enforcement Number / County	CE04-0003 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded. During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement and County Manager is still interested in pursuing this approach. **Staff will present the agreement to the Governing Board at their August meeting.**

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Tommy .Reeves
Date sent to legal	May 2006
Target Date	June 30, 2012
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded.

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Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement and County Manager is still interested in pursuing this approach. **Staff will present the agreement to the Governing Board at their August meeting.**

MEMORANDUM

TO: Governing Board
FROM: Tom Reeves, Board Counsel
DATE: July 26, 2013
RE: Update Regarding Legal Matters Relating to El Rancho No Tengo, Inc.

Board Counsel to update the Board regarding the mediation conference held July 29, 2013, at the Federal Courthouse in Jacksonville.

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: Approval of Updated District Procurement Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the updated Procurement Policy.

BACKGROUND

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

The attached Procurement Policy has been updated to address 2013 legislation, changes to organizational structure and procedures, and preliminary audit concerns.

JD/rl

PROCUREMENT POLICY

Effective: August 13, 2013

PURPOSE

The purpose of this policy is to provide consistency and direction for staff in procuring commodities. Chapter 287, Florida Statutes (F.S.), regulates District procurement of services. Chapter 287, F.S., was amended by Chapter 2013-154, Laws of Florida, available at <http://laws.flrules.org/2013/154>. In the event there is a conflict between this policy and chapter 287, F.S., then chapter 287, F.S. will govern. The Florida Department of Management Services, under the authority of chapter 287, F.S., maintains uniform rules for procurement and negotiates statewide contracts to leverage the state's buying power.

RECURRING MAINTENANCE ACTIVITIES

Recurring maintenance activities are defined as neither contractual services nor purchases. Recurring maintenance activities are typically fee-based. Examples of recurring maintenance activities include but are not limited to the following:

- Utilities
- Impact fees
- Postage
- County Property appraiser and Tax collector services
- Refunds
- Waste disposal fees

The District's commitment to request these maintenance activities and to obligate the District for payment is made by the Division Directors, with concurrence of the Executive Director, as a part of the budget development process. Recurring maintenance activities which cost \$30,000 or greater on an annual basis require Governing Board approval.

Neither a contract nor purchase order is required for recurring maintenance activities. The invoice signed by the Division Director is the only documentation required for payment.

SUPPLIER DIVERSITY

Please refer to Supplier Diversity section in the Contractual Services policy.

COMMODITIES AND EQUIPMENT

The following procurement procedures are a supplement to and further define the procurement provisions as contained in Chapter 287, Florida Statutes. In all purchasing decisions staff should be mindful of the goals of the One Florida initiative and should take all appropriate steps to increase supplier diversity.

Any expenditure for commodities or equipment for \$30,000 and above requires Governing Board approval. Effective April 9, 2013, the Governing Board authorized the Executive Director to enter into contractual services or purchase contracts, as needed, for an amount not to exceed \$30,000.

PETTY CASH

Reference the Finance and Accounting Policy for procedures on using Petty Cash for procurement.

AGGREGATE VALUE

Aggregate Value means the total purchase price of multiple orders for the same products placed within a one-week period with a single vendor by each Division.

CAPITAL OUTLAY

Items which cost \$1,000 or more and have a useful life of one year or more are classified as capital outlay items. The District policy on the purchase of capital outlay items is as follows:

- Office furniture and equipment, including computer hardware, will be used until it has reached the end of its useful functional life.
- Computer Applications and Technology will be used until the applications and technology are no longer functional and present problems of compatibility.
- Vehicles and Heavy Equipment are replaced based on model year, total mileage, total repair costs and overall reliability and functionality.

Replacement of capital outlay items shall be in accordance with consistency guidelines developed jointly by the Department of Environmental Protection and the water management districts. Refer to the Finance and Accounting Policy for procedures on inventory and management of capital assets.

PURCHASES FOR LESS THAN \$1,000

Division Directors are authorized to purchase items costing less than \$1,000 (including freight and, if applicable, installation) from a known competitive source without going through the formal purchasing process subject to the approved budget. A stamped invoice with account code and signed by the Division Director, is the only documentation required for purchases less than \$1,000. Refer to the Finance and Accounting Policy for invoice payment procedures.

PROCUREMENT OF LIME ROCK AND FILL MATERIAL ASSOCIATED WITH ROAD CONSTRUCTION AND MAINTENANCE

Lime rock and fill material associated with road construction and maintenance is procured on a low quote basis using a combination of haul cost and material price. Quotes for material will be documented by written responses from mines in proximity to the job site.

A purchase order is required for lime rock or other fill material associated with road maintenance activities. The purchase order shall be approved by the Executive Director or designee prior to purchase.

Refer to the Finance and Accounting Policy for invoice payment procedures.

PURCHASING REQUISITIONS

Purchase requisitions must be initiated by an electronic Purchase Requisition which includes specific product information to allow the Procurement Coordinator to obtain competitive quotes and assure procurement of desired product. If the Procurement Coordinator has any questions regarding the nature of the request, the Procurement Coordinator will return the requisition to the requisitioner for additional information before processing.

The first step in the purchasing cycle is completion of an electronic Purchase Requisition in Accufund. The following is the approval route each Purchase Requisition will follow: (1) Business Resource Specialist, (2) Division Director, (3) Procurement Coordinator and (4) Executive Director.

The requisitioner may suggest vendors, but staff should not obligate the District in any way. The Procurement Coordinator may purchase using the State Contract, GSA Contract, or other Governmental Agency Contract without obtaining quotes. If not purchased from one of these pre-bid governmental sources, the Procurement Coordinator will obtain or confirm required quotes and forward for Executive Office approval. Upon receipt of the Executive Office approval, a Purchase Order will be created to the vendor offering the best value to the District. All bids must include Freight on Board (FOB) destination shipping charges in order for valid cost comparisons to be made.

Standard processing time between receipt of Executive Director approval and preparing a Purchase Order should not exceed five days. Once an approved Purchase Order is prepared by the Procurement Coordinator, the Purchase Order should be transmitted to the vendor within one day.

Refer to the Finance and Accounting Policy for invoice payment procedures.

Quote Thresholds

\$1,000 and \$2,499.99

Purchases of commodities or services with a value of less than \$2,500 require three telephone/verbal or written quotations. The Procurement Coordinator shall document the quotations and file them in a purchase order file.

\$2,500 and \$30,000

Purchases which exceed \$2,500 but less than \$30,000 require three written quotations. The Procurement Coordinator shall file the quotations in a purchase order file.

Sealed Bid Purchases for \$30,000 and Above

Purchase requests for commodities or general contractual services for \$30,000 and above (including freight and, if applicable, installation) require Governing Board approval. Effective April 9, 2013, the Governing Board authorized the Executive Director to enter into contractual services or purchase contracts, as needed, for an amount not to exceed \$30,000.

After approval by the Governing Board or Executive Director, the requesting Division will begin the purchasing cycle by completing an electronic Purchase Requisition in Accufund. The following items must accompany the Purchase Requisition: (1) A copy of the memo requesting approval from Governing Board or Executive Director; (2) if Governing Board approval was

obtained, a copy of the minutes of the Governing Board meeting documenting Governing Board approval.

It is usually in the best interest of the District to purchase commodities off the State Contract, GSA Contract, or other Governmental Contract. If the product unavailable from a Governmental Contract, an Invitation to Bid (ITB) must be created by the Division Business Resource Specialist or Procurement Coordinator. A template form is available on the SharePoint portal.

All invitations to bid must include a detailed description of the commodities sought and if the District contemplates renewal of the contract, a statement to that effect.

Bids submitted in response to an invitation to bid in which the District contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

The ITB is posted on the District's web site and advertised as appropriate. If there are any questions regarding the nature of the request, the ITB creator will request additional information before mailing and/or advertising the ITB. All vendors that have subscribed to the "Notify Me" link will receive an automatic email notifying them of the opportunity to bid. The Division Director may suggest vendors to be included in the ITB mailing list, but should not obligate the District in any way.

The ITB will contain a specified public opening date and time. The Division Business Resource Specialist or Procurement Coordinator is responsible for opening and recording these bids at the public bid opening. All bids must include FOB destination shipping charges (and installation charges, if applicable) in order for valid cost comparisons to be made.

Absolute tie bids for commodities are extremely unlikely. However, should they occur, the District will award the bid on the basis of delivery dates or by other appropriate equitable measures. All vendors are required to comply with applicable provisions of the Americans with Disabilities Act, the Drug Free Workplace Act, the Workers' Compensation Act, and all other applicable State and Federal acts.

A written bid summary will be supplied by the Division Business Resource Specialist (BRS) or Procurement Coordinator to the Division Director of the requisitioning Division.

Upon receipt of an approved Purchase Requisition from the Division Director, the Procurement Coordinator will prepare a Purchase Order. Processing time for a capital outlay Purchase Order should not exceed five days. Once an approved Purchase Order is received by the Procurement Coordinator, the Purchase Order should be transmitted to the vendor within one day. Refer to the Finance and Accounting Policy for invoice payment procedures.

COMPUTERS AND COMPUTER EQUIPMENT

For all computer equipment costing \$1,000 or above that will be connected to a District network, the purchase requisition must be forwarded to the Network & Systems Manager for research as needed and approval based on network and compatibility considerations.

The Procurement Coordinator will process a Purchase Requisition for computer equipment following approval by the Executive Director or Governing Board (if the proposed purchase exceeds the Executive Director's signature authority).

PRINTING

Printing for less than \$1,000 may be ordered by the Division.

SINGLE SOURCE

In certain instances there is only one manufacturer and/or vendor meeting the requirement of the solicitation for a particular commodity. Single source purchases are governed by subsection 287.057(3)(c), F.S. A Single Source Justification Form must be completed and forwarded to the Procurement Coordinator for verification. A Single Source Justification Form is available on the SharePoint portal.

The Procurement Coordinator will post on the District's website, for at least seven business days, a description of the commodities sought. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities described. If the Procurement Coordinator determines in writing, after reviewing any information from prospective vendors, that the commodities are available only from a single source, then the Procurement Coordinator will request approval from the Executive Director for such determination. Following approval by the Executive Director, the Procurement Coordinator shall provide notice of the District's decision to enter into a single-source procurement in the manner specified by sub section 120.57(3), F.S.

Governing Board approval is required to purchase from a single source supplier for items costing greater than \$30,000, individually or in aggregate. Effective April 9, 2013, the Governing Board authorized the Executive Director to enter into contractual services or purchase contracts, as needed, for an amount not to exceed \$30,000.

Single source invoice execution and payment processing will follow the procedures for competitively-procured commodities, and in all cases the single source documentation must be attached to the invoice. Refer to the Finance and Accounting Policy for invoice payment procedures.

GOVERNMENTAL CONTRACTS

The Department of Management Services of the State of Florida, the Federal Government, and various units of local governments in Florida award bids for products or services on an annual basis. This process usually results in a volume discount and allows other governmental entities to contract or purchase from the selected vendor under the same terms and conditions. The District, at its discretion, can purchase from a vendor extending State of Florida Contract, Federal GSA Contract, PRIDE, RESPECT, Florida Association of Counties, National Association of Counties, or other Governmental Contract established prices, including

other water management districts, and exempts the District from conducting its own competitive solicitation.

Voided Purchase Orders

In certain instances where a vendor has misunderstood specifications or is otherwise unable to perform, a Purchase Order must be voided. When a Purchase Order is voided, the original is filed in the "Voided Purchase Order" in the Procurement Coordinator's files and a copy is filed in regular purchase order book.

Changes in Price/Terms/Conditions

Any change in the price/terms/conditions of the Purchase Order that are discovered by the Procurement Coordinator subsequent to signature by the Division Director will require a written explanation by the Procurement Coordinator and a second signature from the Division Director before processing.

Receiving

As items are received they are recorded on the receiving list showing the date received, receiver, Purchase Order number, vendor, method of shipment, number received, and signature of person signing for package. The merchandise is checked against the Purchase Order and then forwarded to the requester or placed in stock. Payment will not be authorized until the Division Director of the requester signs the invoice indicating that the goods were received and accepted and that payment is authorized.

Accounts Payable Check Execution

Please reference the Finance and Accounting Policy for accounts payable check procedures.

ACQUISITION AND DISPOSITION OF PROPERTY

Please refer to the Finance and Accounting Policy for procedures governing acquisition, inventory and disposition of property.

PURCHASING CARDS

The purchasing card is to be used for authorized District purchases only. Purchases made for authorized travel is acceptable use of a purchasing card. The purchasing card shall not be used for any personal use. Any personal use of the purchasing card shall result in immediate reimbursement to the District by the Cardholder. Personal use of the purchasing card shall be considered theft and shall subject the Cardholder and/or user to the following disciplinary actions:

- (1) First offense -- 3-day suspension without pay;
- (2) Second offense -- 10-day suspension without pay;
- (3) Third offense -- dismissal and possible criminal charges.

Depending on the circumstances or severity of the misuse, the Executive Director has the authority to immediately dismiss the violator(s) at any time in lieu of the first or second offense disciplinary actions or impose less severe disciplinary actions when warranted.

The Purchasing Card Program allows the cardholder to purchase approved commodities and services directly from approved vendors. Each purchasing card will be to a named individual or Division Director (for travel only), and the District shall be clearly shown on the card as the Governmental buyer of goods and services.

On a monthly basis, the Bureau of Administrative Services will monitor performance of purchasing cards by ensuring that purchasing card statements are timely reconciled, all charges are properly documented, and timely paid. All questions or concerns should be directed to the Administrative Services Bureau Manager. The Administrative Services Bureau Manager shall communicate any purchasing card questions or concerns in writing (email is acceptable) to the Executive Director.

The Cardholder's authorization criteria may be adjusted periodically, as needed, and may include, but not be limited to, the following:

- Single purchase limit as set by the Division Director or Bureau Manager (not to exceed \$999.99, unless authorized in writing by the Executive Director)
- Monthly spending limit
- Approved Merchant Category Codes
- Number of transactions allowed per day
- Number of transactions allowed per month

CARDHOLDER RESPONSIBILITIES

The employee whose name is embossed on the card (cardholder) is responsible and accountable for all transactions that occur on cardholder's card.

The cardholder shall keep the purchasing card in a secure place at all times.

The cardholder is responsible for ordering only approved commodities and services and shall not give out the purchasing card number to anyone except an approved vendor. All sales transactions require written receipts, which shall be retained by cardholder and submitted to the Division Business Resource Specialist (BRS) each month.

The cardholder shall include a description of the purchase (and clearly demonstrate that the purchase was for a valid public purpose, not for the employee's personal benefit) on or attached to the receipt, or Telephone Order Form or Missing Receipt Form.

If authorized by the Division Director, the cardholder may use the purchasing card for authorized District related travel lodging and transportation. The cardholder must include training, conference, or meeting agendas with the purchasing card statement to document the public purpose served. Incidental expenses charged to lodging for the traveler's non-business use (i.e., movies) may not be paid for with the purchasing card but shall be paid for by the traveler.

The cardholder is responsible for ensuring tax exemption with vendor.

Upon receipt of all ordered commodities and services, cardholder shall inspect the commodities and services for damage and/or discrepancies in the order. Any damage and/or discrepancies identified by cardholder shall be reported immediately to the vendor.

After receipt of the monthly card statement by cardholder, cardholder shall review the statement and note any errors, discrepancies or disputes. Cardholder shall match all sales transaction receipts with the charges identified on the monthly card statement. All transactions listed on the monthly card statement must be accounted for. The cardholder will use the monthly card statement for reconciliation by reviewing and approving the statement. The cardholder shall type or write the account numbers for each item (or account numbers and total dollar amounts for groups of items) on the monthly card statement. By signing the monthly card statement, the cardholder is certifying that all charges are appropriate and authorized and that attached receipts prove all charges. The cardholder shall review all monthly card statements with Division BRS.

The cardholder shall forward their reconciled statement package to the Division's BRS within two (2) working days from receipt of statement. Cardholder is responsible for obtaining supervisor approval of all purchases listed on the statement.

DIVISION BRS RESPONSIBILITIES

Once the cardholder has matched all charges appearing on the monthly statement with all sales transaction receipts and has submitted it to the Division BRS, the BRS shall review each purchasing card expenditure item (item purchased, amount, and vendor) and verify the appropriate account codes identified, and attach written receipts for each item. All reconciled and corrected monthly card statements along with the appropriate supporting documentation are forwarded for review and approval by the Division Director.

Once the statements are reviewed, approved, and signed, the Division BRS shall forward all reconciled/approved statements with receipts and any other supporting documentation to the Purchasing Card Administrator within five (5) working days from receipt of reconciled cardholder statements.

DIVISION DIRECTOR RESPONSIBILITIES

The Division Director shall designate which employees shall be assigned use of a purchasing card, and shall designate the BRS who will be responsible for reviewing and verifying charges. The Division Director shall approve the Purchasing Card reconciled statement submitted by the Division BRS and containing each Cardholder's reconciled statement. The Division Director may cancel or terminate a Cardholder's purchasing card privileges at any time, with or without cause.

When purchasing card transactions are questioned with regard to necessity, appropriateness, or official District use, the Division Director shall be responsible for resolving the issue with the Cardholder and notifying the Purchasing Card Administrator. If the Division Director is not satisfied that the transaction was necessary or for official District use, the Cardholder shall return the item(s) purchased and provide either a credit voucher proving the

item(s) was returned for credit; or a personal check (or cash) made payable to the Suwannee River Water Management District for the full amount of the purchase(s). Checks shall be immediately sent to the Bureau of Administrative Services. A written explanation of why the violation occurred and the action taken to prevent reoccurrence signed by the Cardholder and his/her Division Director shall be sent to the Purchasing Card Administrator.

It shall be the responsibility of the Division Director to immediately collect purchasing cards from Cardholders who terminate employment or for any other reason have had the purchasing card canceled or terminated. The Division Director shall be responsible for immediately notifying the Purchasing Card Administrator of all canceled or terminated purchasing cards and returning said purchasing cards immediately to the Purchasing Card Administrator.

PURCHASING CARD ADMINISTRATOR RESPONSIBILITIES

Purchasing Card Administrator shall process requests for purchasing cards. In addition, Purchasing Card Administrator shall be responsible for coordinating the issuance, cancellations, and terminations of all purchasing cards.

Purchasing Card Administrator is responsible for maintaining the Purchasing Card Policy. The Purchasing Card Administrator shall be notified of all Purchasing Card Program policy issues and participate with appropriate staff in ongoing reviews of the Purchasing Card Program.

Purchasing Card Administrator shall be notified of all billing disputes and assist Cardholder in resolving the matter.

The Purchasing Card Administrator shall instruct Cardholder on the purchasing card policy.

Purchasing Card Administrator shall be responsible for handling any final resolutions of supplier disputes, pursuing supplier discount opportunities, and evaluating purchasing card feedback from suppliers, along with encouraging minority business participation.

ADMINISTRATIVE SERVICES BUREAU RESPONSIBILITIES

The Bureau of Administrative Services will ensure that the purchasing card charges are paid timely, and the consolidated statement received is reconciled against the individual monthly Cardholder statements forwarded from the Divisions. Division Directors will be notified when monthly statements are not received in the allotted time. Continued failure to meet the five workday deadlines may result in the termination of the purchasing card.

The Bureau of Administrative Services shall also be responsible for processing the accounting data into the Official Financial System of the District, filing and storing monthly and consolidated statements and copies of all supporting receipts, and administering 1099 reporting as needed.

The HR/Governing Board Coordinator shall notify the Purchasing Card Administrator upon becoming aware that an employee is terminating so that the purchasing card can be cancelled. Additionally, the purchasing card shall be included on the termination checklist, which is to be completed by terminating employee before he or she leaves the District.

ASSIGNMENT AND CONTROL OF THE PURCHASING CARD

Requests for new Cardholders shall be made in writing by a Division Director to the Purchasing Card Administrator. Any purchasing card request with a single transaction limit greater than \$999.99 shall require written approval from the Executive Director.

All requests for purchasing cards must be signed by the Cardholder and his/her Division Director. Purchasing cards shall only be issued to individual employees who frequently purchase goods and services.

The purchasing card shall have the employee's name, the District's name, logo, and the expiration date embossed on the face of the card. The District's sales tax exemption number is preprinted on the purchasing card. The purchasing card issuing company will not have individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., of the Cardholder are maintained by the issuing company. Each person issued a purchasing card will also be issued a laminated tax exemption card.

PURCHASING CARD TRAINING

Each Cardholder will be given a copy of the Purchasing Card Policy and an oral review of the program. The Purchasing Card Administrator will only activate the purchasing card after the Cardholder has signed a Purchasing Cardholder Agreement.

LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a purchasing card is lost, stolen, or misplaced, or if the Cardholder suspects that the number has been used without his or her authorization, the Cardholder shall immediately notify his/her Division Director, their Business Resource Specialist and the Purchasing Card Administrator or designee, so that the Purchasing Card Administrator can notify the issuing Purchasing Card company. If this occurs during a weekend, holiday, or after hours, Cardholder must contact the Bank immediately at the 24-hour toll-free number 888-449-2273.

The Cardholder shall be responsible for reporting all information necessary and completing all forms required to reduce the liability to the District for a lost or stolen card or card number and to work with any law enforcement agency in prosecuting theft.

CANCELLATION, REVOCATION, OR TERMINATION OF A CARDHOLDER'S PURCHASING CARD

When a Cardholder's purchasing card is canceled or the Cardholder's employment is terminated, the Division Director shall collect and forward the purchasing card to the Purchasing Card Administrator who will terminate and destroy the card.

If the Division Director is unable to collect the purchasing card when Cardholder terminates employment or otherwise has his/her card privileges canceled or terminated, he/she shall immediately notify the Purchasing Card Administrator. The Purchasing Card Administrator will ensure the card is canceled with the issuing purchasing card company.

SPENDING LIMITS

The Division Director and the Administrative Services Bureau Manager approving the assignment of a purchasing card shall set two limits for each Cardholder: single purchase limit and 30-day limit. The maximum single purchase limit for District employees shall be \$999.99, unless otherwise authorized in writing by the Executive Director. The requesting Division Director may impose additional limitations.

A purchase may be made of multiple items, but the transaction cannot exceed the Cardholder's spending limit if less than \$999.99. Purchases over the Cardholder's spending limit shall be made by purchase requisition.

Charges for purchases shall not be split to stay within the single purchase limit. Splitting charges will be considered abuse of the Purchasing Card Program, and may result in cancellation/termination of the employee's purchasing card.

All items purchased over-the-counter must be immediately available. No back ordering is allowed.

All items purchased during one telephone or online transaction, if possible, should be delivered in a single delivery.

PROHIBITED USES OF PURCHASING CARDS

The use of the purchasing card is prohibited for the following regardless of the dollar amount:

- Cash advances;
- Scheduled vehicle repairs (unless purchased by the Administrative Services Bureau Manager using his/her Purchasing Card);
- Fuel (gasoline or diesel) except for high octane fuel purchased for 2-cycle equipment (chainsaws, weed eaters, etc.) except in situations where a District-issued fuel card is not available;
- Inventory items (office and janitorial supplies unless purchased by the Procurement Coordinator);
- Any item, commodity, or service in which a written agreement or license of any type is required for the use or purchase of the item, commodity, or service (with the exception of automobile rentals and use by Procurement personnel or Administrative Services Bureau Manager);
- Computer hardware and software requiring an agreement or license (with the exception of Information Technology and Procurement personnel and mobile applications software ("apps") purchased for District business);
- Any additional goods or services specifically restricted by the Division Director or Executive Director.

Any prohibited use of the purchasing card shall result in termination of purchasing card privileges and possible disciplinary actions as provided in procurement procedures.

Executive Director

Effective Date

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: Approval of Updated District Contractual Services Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the updated Contractual Services Policy.

BACKGROUND

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

The attached Contractual Services Policy has been updated to address 2013 legislation, changes to organizational structure and procedures, and preliminary audit findings.

JD/rl

CONTRACTUAL SERVICES POLICY

Effective August 13, 2013

PURPOSE

The purpose of this policy is to provide consistency and direction for staff in procuring contractual services. Chapter 287, Florida Statutes (F.S.), regulates District procurement of services. Chapter 287, F.S., was amended by Chapter 2013-154, Laws of Florida, available at <http://laws.flrules.org/2013/154>. In the event there is a conflict between this policy and chapter 287, F.S., then chapter 287, F.S. will govern. The Florida Department of Management Services, under the authority of chapter 287, F.S., maintains uniform rules for procurement and negotiates statewide contracts to leverage the state's buying power. Staff should consult with the Department of Management Services as needed to maintain current knowledge of proper contracting procedures.

CONTRACT MANAGEMENT

In accordance with 287.057, F.S., each contract for contractual services must have a contract manager. A contract manager is responsible for enforcing performance of the contract terms and conditions and serving as a liaison with the contractor. A contract manager is also the project manager.

Each contract manager responsible for contracts in excess of \$35,000 must attend training conducted by the state Chief Financial Officer.

Effective December 1, 2014, each contract manager responsible for contracts in excess of \$100,000 annually must complete training in contract management and become a certified contract manager. See section six of Chapter 2013-154, Laws of Florida, available at <http://laws.flrules.org/2013/154>. The training is jointly conducted by the Department of Management Services and the Department of Financial Services. All contract managers must become certified within 24 months after establishment of the training and certification requirements by the Department of Management Services and the Department of Financial Services.

Contracts for services of indefinite quantities or indefinite deliverables must be managed through work orders. Examples include contracts for land management services, scientific analyses, and engineering services. The contract manager must obtain written approval by the Division Director and the Executive Director (or designee) for each work order that assigns the contractor to perform a specific task within a certain time frame subject to a work order budget.

SUPPLIER DIVERSITY

Upon direction of the "One Florida Initiative" program, the District is challenged to increase supplier diversity business through the addition of vendors and contractors. In order to accomplish this, the following steps are to be incorporated into the procurement of services for \$1,000 or above:

1. Use the One Florida Supplier Diversity database in order to reach additional suppliers when the District has identified the need for a service.
2. Forward all approved Requests for Contractual Services announcements to the Web Coordinator for posting on the SRWMD Web site.
3. Enter the M/WBE classification code in the contracts tracking database and on all invoices that are processed for payment. M/WBE Classification Codes are as follows: H - African American; I – Hispanic; J - Asian/Hawaiian; K - Native American; M - American Woman; N/A - Not Applicable.

INFORMAL AGREEMENTS FOR LESS THAN \$1,000

For informal agreements for less than \$1,000, the Division Director performs an informal market analysis and engages the contractor determined to provide the best value to the District based on qualifications, experience, and price. The standard documentation for an informal agreement for less than \$1,000 will normally consist of a single page invoice that is stamped, coded, and initialed by the Division Director.

A contract number is not needed and normally should not be used. However, a contract may be used and a contract number may be assigned if the Division Director deems that these steps are necessary to more fully document the scope of work, more fully document the service to be received, or in any way further protect the interest of the District.

A contract for less than \$1,000 may be executed by a Division Director.

SERVICES PROVIDED BY GOVERNMENTAL ENTITIES

Services provided by governmental cooperators are exempt from the competitive solicitation process and are obtained through a negotiated process on an individual basis.

For governmental cooperator services of \$30,000 or more, Governing Board approval is required.

CONTRACTS FOR APPROVAL BY EXECUTIVE DIRECTOR

If a contract is for a cost less than \$30,000, the Executive Director, upon review, may approve such contract. Effective April 9, 2013, the Governing Board authorized the Executive Director to enter into contractual services or purchase contracts, as needed, for an amount not to exceed \$30,000. These types of contracts do not have to be presented to the Governing Board for ratification or be approved by the District's Legal Counsel. However, such contracts shall be of the form generally used by District's Legal Counsel.

AGREEMENTS FUNDED WITH FEDERAL OR STATE ASSISTANCE

An agency agreement that provides state financial assistance to a recipient or sub recipient must contain certain additional provisions as required by subsection 215.971(1), F.S., as amended by chapter 2013-154 Laws of Florida, section two, available at <http://laws.flrules.org/2013/154>.

Pursuant to 215.971, F.S., the district shall assign an employee to serve as the grant manager. See subsection 215.971(2), F.S., as amended by 2013-154 Laws of Florida.

CONTRACTUAL SERVICES FOR \$30,000 OR MORE

For contractual services of \$30,000 or more, Governing Board approval is required. All Requests for Qualifications, Invitations to Bid, and Requests for Proposals packages as well as any contracts for services rendering a cost of \$1,000 or more must be reviewed by the Executive Director or designee to determine if review by the District's Legal Counsel is necessary.

If the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon Department of Management Services rules.

If the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute, consistent with section 287.057(16)(b), Florida Statutes.

The following exhibits are to be referenced and shall be used as guides in acquiring contractual services. These documents will be kept on the District's SharePoint portal.

All efforts shall be made to incorporate the conditions and standards represented. Any major deviation from the standard conditions or language in the request packages or contracts must be approved by the District's Legal Counsel.

Exhibit A – Advertising Template

Exhibit B - Request Package Template

Exhibit C – Standard Contracts

Exhibit D – Contract Close Out Form

Exhibit E – Public Meeting Minutes

Exhibit F – Construction Documents

Scope of Work

The Contract Manager shall develop a scope of work prior to the initiation of acquiring contractual services. The Contract Manager must seek approval of the scope of work by the Division Director. The Executive Director may request to review and approve any proposed scope of work. The Contract Manager must ensure that the scope of work clearly includes the following:

- Includes an introductory section that gives a summary of what the project consists of, what is to be accomplished through execution of this work, and how this supports the District's work plan;

- Establishes all tasks the contractor is required to perform;
- Divides the contract into quantifiable, measureable, and verifiable units of deliverables that must be received and accepted in writing by the Contract Manager before payment; and
- Relates each deliverable to the scope of work and specifies a performance measure, meaning the required minimum acceptable level of service to be performed and criteria for evaluating the successful completion of each deliverable, including timeliness.

For any service requiring an electronic data component, the Information Technology and Geographic Information Services Teams should be consulted. These teams will provide the necessary input to help assure the contractor is made fully aware of the established data collection, data entry, data manipulation, and data documentation standards of the District. Contract Managers should work to establish templates for data deliverables or electronic loaders to add to existing databases where feasible.

Upon completion of the scope of work, the following types of requests and their corresponding Florida Statutes shall be used for obtaining services:

Request for Qualification (RFQ) for Professional Services (Architecture, Engineering, and Surveying)	Chapter 287.055, F.S.
Request for Proposals (RFP) for Other Miscellaneous Services	Chapter 287.057 F.S.
Invitation to Bid (ITB)	Chapter 287.057 F.S.

RFQ Professional Services and Other Miscellaneous Services

This type of request is most commonly used to acquire architecture, engineering, or surveying services, per Chapter 287.055, Florida Statutes.

The steps to follow in performing the RFQ process:

Contract Manager shall contact Contracts Coordinator to request a RFQ package be prepared. Contracts Manager shall present Contracts Coordinator with a scope of work and any other special conditions of the RFQ.

An RFQ package, as per the template in Exhibit B, is prepared by the Contracts Coordinator. The Contracts Coordinator shall send RFQ to the Contract Manager for review and approval.

Contracts Coordinator shall assign an RFQ number to the RFQ package. This number should be included in the title of the RFQ package and should be used in all correspondence related to this RFQ.

The Contract Manager will review and submit comments and/or approval to the Contracts Coordinator. Based on Contract Manager's review, the Contracts Coordinator will incorporate any additional changes and submit the RFQ package to the Assistant Executive Director to determine whether legal review and approval is necessary. If so determined, the Contracts Coordinator shall submit the document to the District's Legal Counsel for review and approval.

Upon approval by District's Legal Counsel, the Contracts Coordinator will send the final RFQ to the Contract Manager.

Advertising - The RFQ must be advertised as follows:

Exhibit A may be used as a template to generate advertisement notices for mail outs, newspapers, and the Florida Administrative Register.

Advertisements shall be placed on the District's website. Contract Manager shall coordinate this through their appropriate Business Resource Specialist or the Contracts Coordinator.

For Professional Services Only (Architecture, Engineering, and Surveying): Advertisements must be published in the Florida Administrative Weekly. For services other than architecture, engineering, and surveying, this is optional.

Distribution of RFQ Package:

Package must be placed on the District's website and be available for downloading by a Business Resource Specialist or the Contracts Coordinator.

Upon request, copies of the package will be mailed or picked up as directed.

Opening of the RFQ packages:

Two District staff members must be present.

Minutes including a list of attendees must be recorded. This list shall include the name of attendee, company association, and contact information. District staff in attendance should be included on this list. Exhibit E may be used.

A list recording company name for each package received and opened must be recorded. Other information may be recorded at this time (i.e. does the package contain all the required items, how many copies were submitted, etc.). All lists must be routed to and kept in Central Files.

A Selection Committee consisting of three members of Senior Management or appropriate alternates shall act as a corporate body to evaluate the proposals, rank the respondents, and select the individual or firm with the best relative ability to perform the services desired. For contractual services in excess of \$195,000 (category four in section 218.017, F.S.), the Executive Director shall make staff appointments to evaluate and negotiate responses in accordance with 287.057(16)(a), Florida Statutes.

For professional services only (architecture, professional engineering, landscape architecture, or registered surveying and mapping), proposals should be ranked according to Chapter 287.055(4)(b), Florida Statutes. The ranking process must include the checking of business references. The meeting or meetings in which the Selection Committee performs the above procedures are public meetings. In the case where presentations are required from the entities on the short list, three Selection Committee members must be present (telephone contact is permissible in emergency situations) at short list presentations.

Upon request for information concerning the recommended shortlist, minutes of the above public meeting(s) shall be forwarded. At the discretion of the Contract Manager, these minutes may be forwarded to all respondents.

The Selection Committee's choice is presented to the Governing Board with a recommendation to negotiate with the highest-ranked individual or firm and to request Governing Board authorization for the Executive Director to execute the contract.

Immediately following the Governing Board meeting, notice of the intent to award or the approved final ranking shall be placed on the District's website by the Contracts Coordinator.

The Contract Manager shall submit supporting contract documents to the Contracts Coordinator and request a draft contract. This process may occur prior to the Governing Board meeting; however, the contract cannot be executed until approval has been rendered by the Governing Board. Such supporting documents may include, but are not limited to the following:

- Contract amount
- Firm's official name and their contact information
- Service provided
- Final copy of the RFB/P/Q solicited
- Term or end date
- How consideration will be paid (lump sum, monthly, etc.)
- Scope of work/services
- District representative contact information
- Firm representative and their contact information
- Firm president or vice president's name for signatory
- Attachments/exhibits
- District division
- District account code for invoices

The Contracts Coordinator shall develop a contract according to District standards as per Exhibit C and submit to the Contract Manager for review and approval.

The Contract Manager will review and submit comments and/or approval to the Contracts Coordinator. Based on Contract Manager's review, the Contracts Coordinator will incorporate any additional changes and submit the contract and supporting documents to the District's Legal Counsel for review and approval if deemed necessary by the Executive Director or designee.

Upon approval and signature by District's Legal Counsel, the Contracts Coordinator will assign a contract number, and obtain signatures from the contractor.

Upon receipt of a completed W-9 form, insurance certificates as required by the contract, and the contract that has been signed by the contractor, the Contracts Coordinator shall obtain signatures from the following District staff in this order: the Contract Manager, the appropriate Division Director and the Executive Director. The Contracts Coordinator shall then route a certified copy of the executed contract and a Notice-to-Proceed to the firm.

If desired, the Contract Manager may deliver the contract in person to acquire the contractor's signature, certificate of insurance, completed W-9 form, and bonds as required by the contract, and return such partially executed contract to the District for our files.

The Contract Manager will forward the partially executed contract and other required information to the Contracts Coordinator.

The Contracts Coordinator will review and ensure that the executed contract, a copy of the Notice-to-Proceed, proof of insurance, the Governing Board memo, and the Governing Board Coordinator's memo showing Governing Board approval has been routed to Central Files, as well as other pertinent information.

The Contracts Coordinator will then activate the contract in the Contracts Database, entering in the insurance information as appropriate.

Invitation to Bid (ITB), Other Services – Project Clearly Defined

The invitation to bid shall be used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. Examples of contractual services where an invitation to bid would be used include printers, landscapers, laboratories, biologists, HVAC contractors, and building maintenance contractors.

In accordance with sub section 287.057(1)(a)4, the contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

The following are steps to follow in performing the ITB process. Note: For construction projects, please refer to Exhibit F for the proper bidding and contract documents.

Contracts Manager shall contact Contracts Coordinator to request an ITB package be prepared. Contracts Manager shall present Contracts Coordinator with a scope of work and any other special conditions of the ITB.

An ITB package, as per the template in Exhibit B for non-construction projects and Exhibit F for construction projects, is prepared by the Contracts Coordinator. For construction projects only, bonding requirements as per Chapter 255.05, F.S., must be included in the ITB package as directed by the Contracts Manager. The Contracts Coordinator shall send the ITB package to the Contract Manager for review and approval.

Contracts Coordinator shall assign an ITB number to the ITB package. This number should be included in the title of the ITB package and should be used in all correspondence related to this ITB.

The Contract Manager will review ITB and submit comments and/or approval to the Contracts Coordinator.

Based on Contract Manager's review, the Contracts Coordinator will incorporate any additional changes and submit the ITB package to the Executive Director or designee to determine whether legal review and approval is necessary. If so determined, the Contracts Coordinator shall submit the document to the District's Legal Counsel for review and approval.

Upon approval by District's Legal Counsel, the Contracts Coordinator will send the final ITB package to the Contract Manager.

Advertising - The ITB must be advertised as follows:

Exhibit A may be used as a template to generate advertisement notices for mail outs, newspapers, and the Florida Administrative Register.

Advertisements shall be placed on the District's website. Contract Manager shall coordinate this through a Business Resource Specialist or the Contracts Coordinator. The ITB may be published in the Florida Administrative Register.

Distribution of ITB Package:

Package must be placed on the District's website and be available for downloading by a Business Resource Specialist or the Contracts Coordinator.

Upon request, copies of the package will be mailed or picked up as directed.

Opening of the ITB packages:

Two District staff members must be present.

Staff members must record minutes, including a list of attendees, at the public meeting when ITB packages are opened. This list of attendees shall include the name of the person, the company the person is associated with, and contact information. District staff in attendance should also be included on the list. Exhibit E may be used.

A list recording the bidder's name and the price submitted for each package received and opened must be recorded. All lists must be kept in Central Files.

The Contract Manager, accompanied by their supervisor, shall evaluate the bids and choose the bidder which is both responsive (addressed all aspects of the request) and responsible (demonstrated the necessary staffing and facilities to perform the work) and has submitted the lowest price. The evaluation process must include the checking of business references. If there is a discrepancy or concern about the responses, a Selection Committee consisting of three members of Senior Management or appropriate alternates shall evaluate the bids as stated above.

Upon request for information concerning the bid results, minutes of the above public meeting(s) shall be provided in accordance with the District's policy on public records requests.

If the proposed contract exceeds the Executive Director's signature authority, then staff will recommend to the Governing Board for the Executive Director to execute the contract with

the chosen bidder. Immediately following the Governing Board Meeting, the notice of the awarded contract shall be placed on the District's website by the Contracts Coordinator.

The Contract Manager will submit supporting contract documents to the Contracts Coordinator and request a draft contract. This process may occur prior to the Governing Board meeting; however, the contract cannot be executed until approval has been rendered by the Governing Board. See the list in the RFQ section above for such supporting documents to be submitted to the Contracts Coordinator.

The Contracts Coordinator shall develop a contract according to District standards as per Exhibit C or F and submit to the Contract Manager for review and approval.

The Contract Manager will review and submit comments and/or approval to the Contracts Coordinator. Based on Contract Manager's review, the Contracts Coordinator will incorporate any additional changes and submit the contract and supporting documents to the District's Legal Counsel for review and approval if deemed necessary by the Executive Director or designee.

Upon approval and signature by District's Legal Counsel, the Contracts Coordinator will assign a contract number and obtain signatures from the contractor.

Upon receipt of a completed W-9 form, insurance certificates as required by the contract and the contract that has been signed by the contractor, the Contracts Coordinator shall obtain signatures from the following District staff in this order: the Contract Manager, the appropriate Division Director and the Executive Director. The Contracts Coordinator shall then route a certified copy of the executed contract and a Notice to Proceed to the firm.

If desired, the Contract Manager may deliver the contract in person to acquire the contractor's signature, certificate of insurance, completed W-9 form, and bonds as required by the contract, and return such partially executed contract to the District.

The Contract Manager will forward the partially executed contract and other required information to the Contracts Coordinator.

The Contracts Coordinator will review and ensure that the executed contract, a copy of the Notice to Proceed, proof of insurance, the Governing Board memorandum, and the minutes of the Governing Board meeting documenting Governing Board approval has been routed to Central Files, as well as other pertinent information.

The Contracts Coordinator will then activate the contract in the Contracts Database, entering in the insurance information as appropriate.

REQUEST FOR PROPOSALS - Other Services

In addition to the services of architects, engineers, and surveyors, the District may engage the services of other disciplines such as printers, landscapers, chemists, biologists, foresters, HVAC contractors, and building maintenance contractors. It is generally the intent of this process to evaluate the proposal for price as well as qualifications.

The following are steps to follow in performing the RFP process:

Contract Manager shall contact Contracts Coordinator to request a RFP package be prepared. Contracts Manager shall present Contracts Coordinator with a scope of work and any other special conditions of the RFP.

A RFP package, as per the template in Exhibit B, is prepared by the Contracts Coordinator. The Contracts Coordinator shall send RFP to the Contract Manager for review and approval.

Contracts Coordinator shall assign a RFP number to the RFP package. This number should be included in the title of the RFP package and should be used in all correspondence related to this RFP.

The Contract Manager will review and submit comments and/or approval to the Contracts Coordinator.

Based on Contract Manager's review, the Contract Coordinator will incorporate any additional changes and submit the RFP package to the Executive Director or designee to determine if the RFP package needs review by the District's Legal Counsel.

Upon approval by District's Legal Counsel, the Contracts Coordinator will send the final RFP to the Contract Manager.

Advertising - The RFP must be advertised as follows:

Exhibit A may be used as a template to generate advertisement notices for mail outs, newspapers, and the Florida Administrative Register.

Advertisements shall be placed on the District's website. Contract Manager shall coordinate this through their appropriate Business Resource Specialist or the Contract Coordinator.

RFP packages expecting to be in excess of \$35,000 must be advertised in the Florida Administrative Register. All other RFP packages are optional.

Distribution of RFP Package:

Package must be placed on the District's website and be available for downloading by a Business Resource Specialist or the Contract Coordinator.

Upon request, copies of the package will be mailed or picked up as directed.

Opening of the RFP packages:

Two District staff members must be present.

Minutes including a list of attendees must be recorded. This list shall include the name of the person, the company the person is associated with, and contact information. District staff in attendance should also be included on this list. Exhibit E may be used.

A list recording the company's name of each package received and opened must be recorded. Other information that may be recorded at this time includes whether or not the proposal package is complete and how many copies were submitted.

All lists must be routed and kept in Central Files in the RFP file.

At least one hard copy of an RFP package must be submitted by each responder to assure that an "official, non-manipulated document" exists throughout the selection process. The submittal of additional sets of RFP packages may then be in either hard copy format or electronic format at the discretion of the Division Director on a case-by-case basis.

A Selection Committee consisting of three members of Senior Management or appropriate alternates shall act as a corporate body to evaluate the proposals, rank the respondents, and select the individual or firm with the best relative ability to perform the services desired. For contractual services in excess of \$195,000 (category four in section 218.017, F.S.), the Executive Director shall make staff appointments to evaluate and negotiate responses in accordance with 287.057(16)(a), Florida Statutes. The evaluation process must include the checking of business references. The meeting or meetings in which the selection committee performs the above procedures are public meetings and may be observed by respondents. In the case where presentations are required from the entities on the short list, three Selection Committee members must be present at short list presentations.

Upon request for information concerning the recommended shortlist, minutes of the above public meeting(s) shall be forwarded. At the discretion of the Contract Manager, these minutes may be forwarded to all respondents.

The Selection Committee's recommendation is presented to the Governing Board with a recommendation to negotiate with the highest-ranked individual or firm and to request Governing Board authorization for the Executive Director to execute the contract.

Immediately following the Governing Board Meeting, notice of the intent to award or the approved final ranking shall be placed on the District's website by the Contracts Coordinator.

The Contract Manager shall submit supporting contract documents to the Contracts Coordinator and request a draft contract. This process may occur prior to the Governing Board meeting; however, the contract cannot be executed until approval has been rendered by the Governing Board. See the list in the RFQ section above for such supporting documents to be submitted to the Contracts Coordinator.

The Contracts Coordinator shall develop a contract according to District standards as per Exhibit C and submit to the Contract Manager for review and approval.

The Contract Manager will review and submit comments and/or approval to the Contracts Coordinator. Based on Contract Manager's review, the Contracts Coordinator will incorporate any additional changes and submit the contract and supporting documents to the District's Legal Counsel for review and approval.

Upon approval and signature by District's Legal Counsel, the Contracts Coordinator will assign a contract number and obtain signatures from the contractor.

Upon receipt of a completed W-9 form, insurance certificates as required by the contract and the contract that has been signed by the contractor, the Contracts Coordinator shall obtain signatures from the following District staff in this order: the Contract Manager, the appropriate Division Director and the Executive Director. The Contracts Coordinator shall then route a certified copy of the executed contract and a Notice to Proceed to the firm.

If desired, the Contract Manager may deliver the contract in person to acquire the contractor's signature, certificate of insurance, completed W-9 form, and bonds as required by the contract, and return such partially executed contract to the District for our files.

The Contract Manager will forward the partially executed contract and other required information to the Contracts Coordinator.

The Contracts Coordinator will review and ensure that the executed contract, a copy of the Notice to Proceed, proof of insurance, the Governing Board memorandum, and the minutes of the Governing Board meeting showing Governing Board approval has been routed to Central Files, as well as other pertinent information.

The Contracts Coordinator will then activate the contract in the Contracts Database, entering in the insurance information as appropriate.

PUBLIC MEETINGS

Minutes must be kept at all public meetings related to the RFQ, ITB, and RFP process. These meetings include, but are not limited to, pre-qualification or pre-bid meetings, meetings in which the selection team creates a short list, meetings in which presentations are being held, meetings to rank the short list, bid openings, and post bid meetings. Minutes should include at a minimum the following items which are included in Exhibit E.

- Name and purpose of the meeting,
- When and where the meeting occurred,
- Names of those present at the meeting,
- Beginning and ending time, and
- Action(s) resulted from the meeting.

PAYMENT OF INVOICES FOR A CONTRACTUAL SERVICE

Please see the Finance and Accounting Policy for the procedure for payment of invoices.

CONTRACT CHANGES

Following original Governing Board approval of the contractual service, the scope of work and payment schedule may need to be amended. If the authorized changes/modifications result in an increase in the previously authorized payment amount, the contract amendment must be presented to the Governing Board at the Governing Board's next scheduled meeting for approval. Following Governing Board approval, the contract amendment will follow the same review and signature process as the original contract.

All changes to contracts, including all time extensions, must be formalized in writing to the contractor with a copy sent to the Contracts Coordinator.

CONFLICTING EMPLOYMENT

The District shall not enter into contract with any former employee for a period of one year.

The District shall not enter into a contract with a contractor that has a retainer or employment agreement, oral or written, with any third party relating to any matters which adversely affect any interest or position of the District. After entering into contract with the District, a contractor shall not accept during the terms of this contract any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

Notwithstanding the foregoing paragraph, a contractor may accept retainers from or be employed by third parties whose interests appear conflicting or inconsistent with those of the District if, after full written disclosure of the facts to the District, the District determines that the apparent conflict shall not interfere with the performance of the work by the contractor.

SINGLE SOURCE CONTRACTS

In certain instances there is only one vendor meeting the requirement of the solicitation for a particular service. Single source contracts are governed by subsection 287.057(3)(c), F.S. The Contract Manager must complete a Single Source Justification Form and submit it to the Administrative Services Bureau Manager for verification. The Single Source Justification Form is available on the SharePoint portal.

The Contracts Coordinator will post on the District's website, for at least seven business days, a description of the contractual services sought. The description must include a request that prospective vendors provide information regarding their ability to supply the contractual services described. If the Contracts Coordinator determines in writing, after reviewing any information from prospective vendors, that the contractual services are available only from a single source, then the Contracts Coordinator will request approval from the Executive Director for such determination. Following approval by the Executive Director, the Contracts Coordinator shall provide notice of the District's decision to enter into a single-source contract in the manner specified by sub section 120.57(3), F.S.

Governing Board approval is required to enter into a single source contract for services costing greater than \$30,000. Effective April 9, 2013, the Governing Board authorized the Executive Director to enter into contractual services or purchase contracts, as needed, for an amount not to exceed \$30,000.

Single source invoice execution and payment processing will follow the procedures for competitively-procured commodities, and in all cases the single source documentation must be attached to the invoice. Refer to the Finance and Accounting Policy for invoice payment procedures.

TIMBER SALES ADMINISTRATION

Timber shall be sold from District-owned lands using bid processes similar to those used in procuring goods and services. Similar levels of documentation of bids will be used as required in procurement.

GOVERNMENTAL CONTRACTS

The Department of Management Services of the State of Florida, the Federal Government, and various units of local governments in Florida award bids for services on an annual basis. This process usually results in a volume discount for the governmental entity. In some cases, when these contracts are awarded, the contract providers extend these prices to other governmental entities. In this instance the District is eligible to take advantage of the negotiated contract prices. The District may, at its discretion, obtain services from a provider extending State of Florida Contract, Federal GSA Contract, PRIDE, RESPECT, Water Management District, County, City, or other Governmental Contract established prices in lieu of obtaining its own bids on any particular service. However, all Governmental Contractual services for \$30,000 and above require Governing Board approval as shown above.

DESIGN-BUILD CONTRACTS

As authorized by Chapter 287.055(9), F.S., the District may engage qualified firms to provide design-build services, provided that the District follows the rules of Chapter 60D-13, Florida Administrative Code, Procedures for Contracting for Design-Build Services.

CONTRACT CLOSE OUT

Once all conditions of a contract have been met and all invoices approved by District staff have been paid, the Contract Manager shall submit a contract close out form to the Contracts Coordinator. The Contracts Coordinator shall inactivate the contract in the Contracts Database and route the close out form to Central Files.

A Contract Close Out Form is available on the SharePoint portal.

CONTRACT RENEWALS AND EXTENSIONS

In accordance with sub section 287.057(13), F.S., contracts may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. Renewal of a contract must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

If the contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price for the renewal must be specified in the bid, proposal, or reply, except that the District may negotiate lower pricing.

All renewals for contracts for less than \$30,000 require approval of the Executive Director. All renewals for contracts of more than \$30,000, with or without a proposed price changes, require Governing Board approval.

Once approved by the Executive Director or Governing Board, contracts may be extended by a letter of authorization from the Executive Director and a new contract is not required. Extension of a contract for commodities or contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

When considering renewal of a contract, the district is required to participate in the Governor's efforts to reduce contractual costs. This request is based on the requirements Chapter 2010-151, Laws of Florida -- Section 47 which reads:

Each state agency, as defined in s. 216.011, Florida Statutes, shall review existing contract renewals and reprocurments with private providers and public-private providers in an effort to reduce contract payments by *at least 3 percent*. It is the statewide goal to achieve substantial savings; however, *it is the intent of the Legislature that the level and quality of services not be affected*. Each agency shall renegotiate and reprocure contracts consistent with this section. Any savings that accrue through renegotiating the renewal or reprocurement of an existing contract shall be placed in reserve by the Executive Office of the Governor.

As each district contract comes up for renewal, the responsible division will review the contracted rates and determine whether negotiating with the contracted party will result in a savings. If reduction is not possible, it may be necessary to reprocure the services. Exceptions to reprocurement should be documented and approved by the Executive Director or designee. The approval of a contract should not be considered documentation for granting an exception.

At least 90 days prior to a contract renewal, each contract manager should contact their provider and document the request to reduce contract payments. Each division will report the results of these efforts in the quarterly metrics submittal to DEP.

In evaluating contract renewals, consider the following factors:

- Modifying the Scope of Services to reduce any unnecessary requirements that cost money but do not add anything of value to the scope.
- Opportunities for savings by reducing overhead/general and administrative rates.
- The cost of reprocurement against the potential savings.
- The workload of the procurement staff and balancing that workload.

FEDERAL ID NUMBER/INCORPORATION INFORMATION

The District is required by the Internal Revenue Service to report certain types of payments made during the year. In order to fulfill this requirement, and if a federal tax identification number of the contractor is unknown by the Contracts Coordinator, the following language is required as a part of those contracts, regardless of the amount of money involved:

Are you/your entity incorporated? _____ Yes _____ No

Federal Identification Tax Number: _____

If the federal tax identification number of the contractor is known by the Contracts Coordinator, such information shall be included with the contract.

Executive Director

Effective Date

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: Approval of Updated District Information Technology and Communications Systems Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the updated Information Technology and Communications Systems Policy.

BACKGROUND

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

The attached Information Technology and Communications Systems Policy has been updated to provide for five years of email retention, replacing the existing one-year retention policy.

All Florida public agencies are eligible to use the GS1-SL, which provides retention periods for the most common administrative records such as routine correspondence and personnel, payroll, financial, and legal records. There is no single retention period that applies to all electronic messages or communications, whether they are sent by email, instant messaging, text messaging (such as SMS, Blackberry PIN, etc.), multimedia messaging (such as MMS), chat messaging, social networking (such as Facebook, Twitter, etc.), or any other current or future electronic messaging technology or device. Retention periods are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted.

Electronic communications, as with records in other formats, can have a variety of purposes and relate to a variety of program functions and activities. The retention of any particular electronic message will generally be the same as the retention for records in any other format that document the same program function or activity. For instance, electronic communications might fall under a correspondence series, a budget records series, or one of numerous other series, depending on the content, nature, and purpose of each message. Electronic communications that are created primarily to communicate information of short-term value, such as messages reminding employees about scheduled meetings or appointments, might fall under the "transitory messages" series.

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INFORMATION TECHNOLOGY

Effective: ***August 13, 2013***

The Bureau of Administrative Services provides information technology support activities that include hardware, software and network purchase, installation and maintenance, and database consultation. Services should be requested by using the Help Desk.

INTERNET USE

District-provided access to the Internet is a powerful tool to be used for obtaining information needed in the performance of District duties and responsibilities. During work hours staff members should limit their respective Internet searches to web sites that contain information pertinent to District business.

Staff members may access other appropriate web sites during the lunch hour and during break periods. Unauthorized or inappropriate use of the Internet is considered to constitute conduct unbecoming of a public employee and will result in disciplinary action.

Inappropriate use shall include using the Internet for financial gain or for any commercial or illegal activity. Inappropriate sites include those using profanity, obscenity, or other language/graphics that may be offensive to another user.

SOFTWARE PROCEDURES

Over the years, the District has distributed many computer applications to desktop machines controlled by individual users. Software can easily be loaded or modified on these machines, but users must take care to ensure that appropriate software is used in a responsible manner.

Most computer software is protected under copyright laws, so use of the software requires a fee to be paid to the manufacturer or distributor. Use of unlicensed software or other violation of license terms is subject to penalties prescribed by law. It is District procedure that all computer software be properly licensed before use.

Computer viruses can damage data stored on machines and, in extreme cases, cause hardware problems. All computers issued by Information Technology staff include software to screen for viruses and other malware. However, such software is not infallible, so users should take care when using the web, accessing email, or otherwise bringing data from outside onto a local machine.

Desktop units and servers are backed up regularly by Information Technology staff, but users should keep their own backups of critical data that is stored locally on their machines.

Users should not store critical data on their local drives, but rather on network drives. Copies on local drives for offsite work or editing should be saved back to network drives as soon as possible.

Information Technology – Effective ***August 13, 2013***

COMMUNICATIONS POLICIES AND PROCEDURES

The District is committed to a premise of openness with the news media and the public and is committed to providing information that is timely, accurate, complete, and useful. Providing information to the news media and the public is one of the primary functions of the District Leadership Team.

Information Sharing: The District will use the internet website as the primary vehicle for sharing information and will make a conscious and concerted effort to minimize the production of printed (on paper) materials.

Media Inquiries: The Communications Specialist will be the primary person to receive media inquiries. To obtain the best information possible for an official media response, the Communications Specialist will approach members of the Leadership Team for their expert data and knowledge of the subjects in question.

Communication Services Provided to Staff: The Communications Specialist position is one of support to the entire staff. Thereby the Communications Specialist is expected to respond readily and cooperatively to staff requests for communication services.

COMMUNICATION SYSTEM

In order to enhance employee productivity and increase accessibility and accountability of staff to the public, the District maintains a state-of-the-art multi-functioned voice and data communication system.

Each employee workstation is equipped with a telephone system which has both programmed and programmable features that allow for multi-line conferencing, speed dialing, automatic call back, and other efficiency techniques. The District utilizes a Voice over Internet Protocol (VOIP) phone system in which all employees are assigned a phone and number.

A customized voice message greeting is provided for use in setting up employee's voice mail as follows:

This is _____ I am unavailable to take your call. Please leave a message and I will return your call as soon as possible. If you would like to speak to the receptionist, please dial 0. Thank you.

Employees may record a customized out-of-the-office greeting, if they plan to be away for more than a day.

WIRELESS DEVICES

Wireless devices include smartphones, tablets such as iPads, laptops, mobile phones, and other devices that are capable of wireless communications.

Information Technology – Effective **August 13, 2013**

UNAUTHORIZED PERSONAL USE OF WIRELESS TECHNOLOGY

The following uses of wireless technology are prohibited:

- (1) Displaying, sharing, communicating, or transferring information that is threatening, abusive, obscene or offensive, or any material or communication that creates an atmosphere or situation that detracts from any employee completing his or her job duties, regardless of intent;
- (2) Participating in on-line gaming;
- (3) Using wireless technology for a personal, income-producing business;
- (4) Using wireless technology for any activity in violation of District policy;
- (5) Using a District-issued mobile phone or mobile voice device for personal purposes, where such use is more than incidental, as described below; or
- (6) Downloading material, the possession or publication of which would violate either District policy or local, state, or federal laws.

AUTHORIZED PERSONAL USE OF WIRELESS TECHNOLOGY

Limited personal use of the following wireless technology is authorized under the parameters described below, so long as the individual does not engage in any of the unauthorized uses as describe above.

- (1) Wireless technology may be used to communicate changes in an employee's normal work schedule to the employee's family or household; or
- (2) Personal use of a District-issued mobile phone or mobile voice device, where such use is incidental. Personal use will be considered incidental if fewer than 200 minutes are spent on personal calls per month and fewer than 100 personal text messages are sent or received per month, predominantly during non-business hours. Individuals assigned a voice device may contact the Administrative Services Bureau for information regarding when such calls will not result in a charge.
- (3) All charges for personal use that are not incidental must be reimbursed to the District at a rate of \$0.05 per voice minute and \$0.05 per text message.

For purposes of the explicit authorization identified herein, limited personal use shall mean only such use that does not interfere with the ability of the employee or other employees to perform assigned job duties. Additionally, unless within the employee's job duties, during work hours employees are prohibited from posting content (e.g., text comments, photos, audio or video) on any website, including, without limitation, virtual bulletin boards, blogs, newsgroups or other social media. "Social media" is an umbrella term, and includes any website that
Information Technology – Effective **August 13, 2013**

integrates technology, social interaction, and content creation. Examples of social media include, but are not limited to, Facebook (except for the District Facebook page in accordance with employee duties), MySpace, Twitter, LinkedIn and YouTube.

Composing, sending, posting or reading e-mail, text-messages, or other content while operating a District vehicle or other equipment, or a private vehicle on official business, is strictly prohibited.

While operating a District vehicle or other equipment, or a private vehicle on official business, individuals shall use only hands-free technology, such as the speakerphone function or a hands-free headset, when making or receiving phone calls.

Instant messaging and text messaging shall be used only to communicate short transitory messages, and not to perpetuate or formalize a conversation. That is, these messages shall be used to communicate information of short-term value. Examples of transitory messages include, but are not limited to, communications confirming or changing scheduled meetings or appointments; telephone messages; or confirming employee location or status. Instant and text messages shall not be used to formulate or perpetuate knowledge, set policy, establish guidelines or procedures certify a transaction, or become a receipt.

As with any Information Technology, the District may monitor use of those services and equipment that may be used for limited personal use to ensure compliance with District policies. Such monitoring may include, but is not limited to, random audits conducted on a regular basis to determine whether personal use of a desk phone, mobile phone, or mobile voice device is more than incidental.

EMPLOYEES' PERSONAL WIRELESS DEVICES

District employees' personal wireless devices are not supported by the Information Technology Department. The District will not configure, modify or upgrade employees' personal wireless devices.

The District will not reimburse for usage of personal wireless devices used for District business.

FACSIMILE MACHINE

The facsimile machine is located at the Receptionist desk. The fax can be used to send an incidental number of pages of personal faxes to US numbers. In this case, incidental is defined as 10 pages per month.

EMAIL USAGE

Employees are given individual District email addresses which are to be solely used for District business. All E-mail sent to and from the District may be public records. The following format is required for District e-mail messages.

Name, Degree or Certification(s)
Position, XXX Division
Suwannee River Water Management District
9225 CR 49, Live Oak, FL 32060
386.362.1001
800.226.1066 (FL Toll Free)
www.mysuwanneeriver.com
Let us know how we're doing: [Contact Us](#)



All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

Email is backed up onto the District's email archiving system on an ongoing basis. Email is archived for 5 years to ensure the retention of 4 fiscal years of data. Email is automatically deleted once the 5 years is reached; i.e. every day the last day from five years and one day ago will be deleted from the archive.

COMPUTER NETWORK DRIVES

The District utilizes several computer networks for business purposes. The following table lists the various drives and/or directories which have specific uses and indicates where files of particular types should be stored.

Network Drive Letter/Name	Usage Description
U PoseidonSRWMDusers	This is a personal use drive location for employees. It is not accessible by other employees.
V GISPROJ	This is a drive location for an individual employee's GIS project files.
W GISLIB	This is a drive location for corporate GIS project files.

DISTRICT PORTAL

The District maintains an internal sharepoint system for document management, internal communications (including announcements), and as a clearinghouse for employee information.

Employees may post announcements on the portal as a means of communicating about District-related events and for general information.

Executive Director

Effective Date

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: Approval of District Finance and Accounting Policy

RECOMMENDATION

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

BACKGROUND

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

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

JD/rl

FINANCE AND ACCOUNTING POLICY

Effective: August 13, 2013

PURPOSE

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

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

Financial Accounting and Records Management

AUTHORITY: The Executive Director

POLICY: To maintain accounting, auditing and financial reporting practices in accordance with the recommendations and interpretations of Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

Accounting Systems

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

Subsidiary Systems

A property system will be maintained to account for the fixed assets of the District, including lands and associated improvements.

Reports

The Finance Team in the Bureau of Administrative Services, using information extracted from or generated by the automated accounting system, will produce periodic, monthly or annual reports as needed. An operating statement, monthly cash report, and other reports as needed will be produced and presented to the Governing Board at regular monthly meetings.

As part of the monthly financial statement closure process, financial statements are generated from the general ledger accounting system. These statements provide information on current period actual as well as a comparison to the current year budget. These statements are submitted to management of the District, including the Executive Office, Division Directors, and Supervisors for their review and certification. These persons are responsible for reviewing the statements for unusual or unexpected items and contacting the finance Division with any questions or concerns.

Maintaining Current Data in Accounting Systems

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

Banking and Bank Accounts

AUTHORITY: The Governing Board; The Executive Director

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

Selecting Banking Institutions

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

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

Accounts

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

Interest Earnings Accounts

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

Transfer Authority

The persons authorized to withdraw or transfer funds between banks and bank accounts may not necessarily be authorized to make changes to the accounts. The Governing Board shall designate four staff persons who are authorized to transfer or withdraw funds from the bank accounts. The transfer of funds from any District account shall be signed by two of the four persons designated.

The Governing Board hereby authorizes the Executive Director, Assistant Executive Director, Administrative Services Bureau Manager, and Finance Officer, to transfer or withdraw funds from the bank accounts subject to signature requirements of this section.

The Governing Board shall submit a letter of agreement to each bank designating specific accounts to which transfers are authorized and the persons authorized to transfer funds.

Receipts and Deposits

AUTHORITY: Florida Statutes, Florida Administrative Code, and The Executive Director

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

Monies Received Through the Mail

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

All mail, including express mail services such as UPS, Federal Express, etc., shall be delivered to the reception desk. The mail is then sorted and routed to proper Divisions for initial opening and processing. Monies received and opened by the Division of Resource Management will be processed in accordance with these procedures. Upon determining that mail contains cash receipts, the following procedure shall be followed:

- A. All cash receipts shall be listed on an approved General Cash Transmittal Sheet which shall include, at a minimum, the section receiving the transmittal form, the transmittal form sender, a detail of who the money is remitted by, amount, check number (if a check), the total number of receipts, total dollar of receipts, date and signatures of transmitting and receiving employees. All checks shall be restrictively endorsed with the District stamp at the point of mail opening. The transmittal form shall be verified and forwarded to the appropriate area as prescribed herein.
- B. Permitting transmittals. If the money is for permits and permit applications accompany the money, the permitting cash receipts transmittal form, permit applications and monies shall be processed in the following manner to the Division of Resource Management for handling:
- C. The transmittal form shall be dated and the name of each remitter, check number, and amount shall be indicated. The form shall be totaled as indicated, signed and hand delivered with all accompanying documentation to the Bureau of Administrative Services. While the transmitter is present, the receiver shall (1) confirm the restrictive endorsements, (2) verify the total number of receipts and amounts, and (3) sign and date the transmittal sheet. A copy of the transmittal sheet shall be retained by the receiver. The original shall be retained by the transmitter.
- D. If the money is received for any other purpose, the transmittal form, cash receipts and all accompanying documentation shall be completed as in "C" above and hand delivered to the Bureau of Administrative Services in the prescribed manner.

Monies Received by Other than Mail

All monies received by a Division other than the Bureau of Administrative Services shall be processed in the following manner:

If a person hand carries monies to the District, an employee of the District shall direct the person to the appropriate Section (Receptionist, Permitting, or Finance Team). An employee in the appropriate section having a receipt book shall immediately prepare a pre-numbered receipt, give the receipt to the person, and accept the person's money.

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

Pre-numbered Receipt Forms

- A. The District shall have available pre-numbered receipt forms which shall be used for all cash receipting purposes. All monies shall be receipted.

The Finance Team is the official custodian of all receipt forms and shall account for all numbers either used, voided, unused or logged out to other areas within the District. All receipts (inclusive numbers) shall be documented as accounted for at least once annually, on the last day of the District's fiscal year.

- B. A single or block of pre-numbered receipt forms may be logged out to other divisions, bureaus, sections, sub-sections or persons in the District. The section, inclusive numbers and name of person receiving the form(s) must appear in the log maintained by the Finance Team.

Any person who logs out unused pre-numbered receipt forms from the Finance Team for any division, bureau, section, subsection or person shall be accountable for the forms and shall ensure that copies of used forms are immediately delivered to the Finance Team once they are used or voided. When "logged out" unused forms are no longer needed, they shall be returned to the Finance Team and the transfer of custody shall be noted in the log.

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

1. Original: Mail or deliver to applicant or other remitter.
2. First Copy: Forward to Finance Team.
3. Second Copy: Retain in program area with appropriate file.
4. Third Copy: Left in receipt book for audit purposes.

- D. Voided receipt forms should be marked "VOID" and distributed as in C.2 and C.4 above.

Monies Transmitted To Accounting from Permitting

Once the Division of Resource Management has completed its review of permitting receipts to permitting applications, the Permitting Section shall prepare a cash transmittal form and follow the same procedure as in "Monies Received Through the Mail", paragraph C.

Responsibility for Writing Receipts

Although money should be accepted and receipted in the program area for which money is collected, any employee/section having access to a receipt book may be called upon to accept and receipt money coming into the District. For water well construction permitting, receipt writing shall be the responsibility of a staff person other than the person issuing the water well construction permit.

Bank Deposits

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

Check Register and Check Writing Procedures

AUTHORITY: The Executive Director

POLICY: The District employs the use of a computer program and laser printer for signing all checks. The laser printer used is located in the Bureau of Administrative Services. A check register (batch report) is generated prior to the actual printing of each batch of checks.

Valid Signatures

The signatures used to sign all checks are of the Chairman of the Governing Board and the Executive Director of the District, which makes a valid combination of two signatures.

In the event that the laser printer breaks down or an emergency check needs signing, an alternate printer may be used or a combination of two of the following may sign checks:

- A. Chairman of the Governing Board
- B. Vice Chairman of the Governing Board
- C. Secretary/Treasurer of the Governing Board
- D. Executive Director of the District

Check Signing Processors

The checks are electronically signed when they are printed. Within the Bureau of Administrative Services there shall be one primary check signing processor and two alternates. Designation of the check signing processors shall be by memorandum of the Executive Director and may change from time to time.

Vendor Database

The Bureau of Administrative Services Manager shall appoint a staff person other than a check signing processor to maintain vendor information in the District's accounting system. Check signing processors shall neither enter nor maintain vendor information.

Check Register

Prior to checks being printed, the accounting system produces a check register which is a batch listing of all checks scheduled to be printed. The check register contains the following information:

- A. Vendor Number
- B. Vendor (payee) Name
- C. Total Paid (amount of check)
- D. Check Number (system generated)
- E. Check Date
- F. Batch (register) Total

The check register is reviewed and approved by the Administrative Services Bureau Manager. Once the signed (approved) check register is received back in the Finance Team, the checks are physically printed and signed electronically. In the Administrative Services Bureau Manager's absence the Executive Director, Assistant Executive Director or the Finance Officer may approve the check register.

Check Signing Process

Two check signing processors must be present to initiate the check signing process and must remain present during the entire check signing operation.

Check Requests for Less than \$1,000

The District has identified certain types of transactions that are administrative in nature and require no specialized procurement skills or expertise. These transactions are limited to ordering publications and software at catalog prices, paying for memberships or registrations with a threshold of less than \$1,000, and other miscellaneous transactions for which an invoice from which to pay has not yet been received.

A written Check Request Form, indicating the program and account code and signed by the Division Director, is required by the AP/Payroll & Benefits Coordinator prior to preparing the check. A Check Request Form is available on the SharePoint portal.

Before the check is processed, the AP/Payroll & Benefits Coordinator will review the invoice for compliance with the procurement procedures. Standard processing time for a check request coordinates with the Accounts Payable schedule. These checks will be issued in conformance with the check writing procedures above.

Check Requests for Travel Reservations and Registration for Training and Conferences

Payment for travel reservations and registrations can be made with assigned purchasing cards. Please review the travel policy for current procedures on travel. In the event a purchasing card is not used,

Finance and Accounting Policy – Effective August 13, 2013

checks for travel reservations, meals and registrations in accordance with Chapter 112.061(13), F.S., should be requested by the Division Business Resource Specialist. A written Check Request Form, indicating the program and account code and signed by the Division Director, is required by the AP/Payroll & Benefits Coordinator before preparing the check. Standard processing time for a check request coordinates with the Accounts Payable schedule. These checks may be for an amount of \$1,000 or greater with appropriate approvals as documented in the latest Travel policy. These checks will be issued in conformance with the check writing procedures above.

Check Signer Log

The beginning and ending check numbers are entered on a log for each batch printed and the number of checks to be signed is determined.

Petty Cash Procedures

AUTHORITY: Florida Statutes, The Executive Director

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

Custodian of Petty Cash Account

The Executive Director shall designate a person in the Finance Team as the custodian of the petty cash account for the District. The Administrative Services Bureau Manager shall perform a quarterly audit of the petty cash account.

Fund Balance

The petty cash account has a specific authorized fund balance which must be accounted for at all times. Cash and paid receipts must always equal the authorized fund balance amount.

Replenishment of Petty Cash

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

A Reimbursement Voucher to Replenish Petty Cash Account should be completed to replenish the petty cash account. Charges against the petty cash account shall be entered into the accounting records to properly document the expenditure objects charged.

Reimbursements from Petty Cash

All reimbursements from petty cash must meet the following requirements:

- A. The expense must be necessarily incurred by the employee in the performance of his/her official duties.

- B. All reimbursements must be supported by a paid receipt.
- C. For each petty cash reimbursement, a "Petty Cash Confirmation Form" must be completed and signed by the employee and the Division Director requesting reimbursement.

Processing of Invoices

AUTHORITY: The Executive Director

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

PROCEDURE:

To ensure prompt payment of invoices, three dates must be shown on the face of the invoice: date goods or services were received; date goods were inspected; and date the invoice was received.

Headquarters Office

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

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

When invoices arrive at the headquarters office they are forwarded to the proper Division. If the invoices are for contractual services, then the procedure in the next section shall be followed.

Invoices are date stamped and the amount is verified by checking that no sales tax is charged, no interest rate service charges are on the invoice, and that the total is correct. The appropriate accounting codes are assigned and approved by Division Director or designee. Then they are forwarded to the Finance Team for processing for payment.

Following the above procedure, the invoice is then pre-audited against the purchase order or other document authorizing the goods or services. The invoice is then processed for payment and a check is processed to pay the invoice. Florida law requires that the payment be mailed to the vendor no later than 40 days after receipt of goods or services and receipt of a proper invoice. No more than five days should be taken to inspect and approve the receipt of goods or services. Provisions may be imposed that allow additional time for inspection of goods or services provided that the vendor is made aware of any special provisions prior to accepting the purchase order or contract.

Payment of Invoice for Contractual Services

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

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

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

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

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

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

Once the Contract Manager has approved and signed the invoice, the invoice will be sent to the appropriate Division Director to confirm that the services were received and accepted, and to authorize payment. After the Division Director's review, acceptance, and payment authorization, the invoice is forwarded to the Finance Team for payment processing. The AP/Payroll and Benefits Coordinator shall consult the Contracts Database to verify that the contract is active prior to processing payment. In addition, if any math is incorrect, the discrepancies will be noted and the invoice returned to the Contract Manager for correction. The correction must be approved by the Division Director. Payment will be made according to specifications in the contract.

Payroll and Time Accounting

AUTHORITY: The Executive Director

POLICY: Every employee filling an established position will be compensated according to an agreed upon rate of pay. District employees will be paid on a bi-weekly schedule with the pay day being designated as the Thursday following the end of the pay period. Please reference the Attendance and Leave Policy, effective April 30, 2013, for procedures on attendance and leave accrual and use.

Time Sheet Submission for All Employees

All employees must complete a system automated time sheet at the end of each bi-weekly pay period. Hourly employees are paid based on the number of hours actually worked and documented. All hourly paid employees (including student interns) must complete an electronic time sheet.

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

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

At the end of the bi-weekly pay period, the time sheet must be totaled in each column having entries. The time sheet must also be signed electronically by the employee, the supervisor or the appropriate division director before being forwarded to the Finance Team. In exceptional circumstances, employees may submit a printed timesheet.

Time sheets are due in the Accufund Portal, Electronic Timesheets, by 5:00 p.m. on Friday at the end of the bi-weekly pay period. The Bureau of Administrative Services may require time sheets be completed and submitted earlier if a holiday or other extenuating circumstances make it necessary for the Finance Team to process payroll earlier in order to pay the employee by the scheduled pay day.

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

Mandatory Payroll Deductions

A. Federal Withholding Tax

The District automatically deducts federal withholding tax according to the number of exemptions claimed and amount designated on the most recent W4 form submitted by the employee.

B. Social Security (FICA)

The District automatically deducts a percent amount up to an established maximum from each employee's salary. The District then "matches" this amount. The percent and maximum are established by the U.S. Congress, and are subject to change each year. Contact the Finance Team for the most up-to-date information.

C. Florida Retirement System (FRS)

Effective July 1, 2011, FRS members must contribute three percent (3%) of their salary as retirement contributions, on a pre-tax basis (the salary is reduced by the amount of the employee contribution before determining the federal income tax deduction). The District will automatically deduct the employee contributions.

Members participating in the Deferred Retirement Option Program (DROP) and re-employed retirees who are not allowed to renew membership will not be required to make three percent (3%) contributions.

Withholding Exemption

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

W-2 Statements

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

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

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

Miscellaneous Deductions

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

Direct Deposit and Electronic Funds Transfer (EFT)

Direct deposit is mandatory for all District employees. Before the EFT file or wire transfers are processed by the AP/Payroll & Benefits Coordinator, written or electronic approval of the Finance Officer is required. If Finance Officer is not available, the Administrative Services Bureau Manager will serve as the alternate. The Assistant Executive Director will serve as a second alternate.

Pay check stubs are available through the District Accufund Portal.

Other Provisions Affecting Payroll and Time Accounting

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

Property Procedures

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

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

Definitions

A. Property

The District defines property as those items meeting the definition of Operating Capital Outlay.

Operating Capital Outlay means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more.

B. Property Administrator

An individual employed by the District, assigned to the Bureau of Administrative Services, having an overall responsibility for managing the assignment, accountability, transfer and disposal of all District-owned property, but not directly responsible for custody of property belonging to each division.

C. Property Custodian Delegate

An employee who is designated by the Division Director to be responsible to the District and the Property Administrator for the property accountability in his/her division.

Assignment of Property

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

Receipt of Property

After property has been ordered and received, the person receiving the property shall complete a Property Reception Report to acknowledge receipt of the property. The purchase order document and reception report shall be immediately forwarded to the Finance Team upon receipt, inspection and approval of the property.

Property Purchased by Contractors

Property purchased by contractors as a result of professional service contracts with the District remains the property of the District. When the District is invoiced for such equipment, the project manager will complete and sign a Property Reception Report available from the Finance Team. The Property Reception Report will be forwarded with the invoice to the Property Administrator for payment and assignment of a District property tag number. The property will be tagged prior to assignment to a staff member.

Property Control Number

The Property Administrator shall assign a property control number to the property. A property control number decal will be forwarded to the respective division property custodian delegate to be permanently affixed to the property item. The decal will be affixed in a location which is readily visible and consistently placed on all like items.

Items costing less than \$1,000 but determined to be an "attractive" item (that which can be readily carried away and sold or used for personal purposes) should be maintained on separate internal inventories within their owner divisions and inventoried annually. A few examples of "attractive" items would be cameras, iPads, DVD players, and lifetime warranty hand tools (for example, Craftsman wrenches, ratchets, sockets, etc.).

Transfer of Property

Property items assigned to a specific division and location must remain in the assigned location when not in use. Any physical transfer of property to another property custodian delegate must be documented in an email to the Property Administrator in the Administrative Services Bureau.

Loaned Property

Property loaned to another division must be documented in an email to the Property Administrator in the Administrative Services Bureau.

Lost, Missing or Stolen Property

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

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

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

Disposal of Property

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

Once the Administrative Services Bureau Manager has approved the Certification of Surplus Property form, the property will be physically transferred to the custody of the Property Administrator who will secure storage until the time of disposal.

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

- A. Items declared to be surplus to the needs of the District, in unusable (scrap) condition or in such poor state of repair that it is no longer fiscally feasible to continue to maintain the item, shall be listed for disposal. The request for disposal listing shall contain the following information:
1. description of the item
 2. property control number assigned to the item
 3. serial number of the item (if applicable)
 4. costs or value at time of acquisition
 5. estimated current value, (vehicles only)
 6. reason for determination to surplus the item
 7. the recommended method of disposal (public sale, transfer to other agency, transport to landfill, etc.)
- B. Upon disposal approval by the Governing Board, the item(s) will be disposed of in accordance with established guidelines and removed from the active inventory files. The District property control number will be removed from the item prior to the disposal of the item. The removed property inventory decal will be forwarded to the Property Administrator with a statement citing the method of disposal. Surplus property items not wanted by other water management districts or counties within the jurisdiction of the District may be disposed of by: donation to public and non-profit entities, pre-priced public sale, sealed bid sale, landfill disposal or in any other manner prescribed by the Director, Division of Administration and in accordance with Chapter 274, Florida Statutes.

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

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

Property Inventory System/Physical Inventory

The Property Administrator in the Bureau of Administrative Services will maintain an automated, current, detailed accounting sub-system for all operating capital outlay owned by the District.

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

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

Investment of District Funds

AUTHORITY: The Governing Board, The Executive Director

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

Cash Management

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

Investment Accounts

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

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

Dishonored Check Procedures

AUTHORITY: The Executive Director

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

Initial Action by the Finance Team

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

- A. Attempt (one time) to contact the issuer by phone to inform them that the check "bounced".

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

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

Finance and Accounting Policy – Effective August 13, 2013

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

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

Final Action by the Finance Team

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

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

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

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

Action by the Affected Program Area

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

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

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

Subsequent Actions

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

Unclaimed Checks Procedure

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

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

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

Check Number:

Amount:

Date:

Please review your records and indicate appropriate action:

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

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

_____ I have not received the check. Please reissue.

Printed Name

Signed Name

Current Mailing Address:

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

Executive Director

Effective Date

Finance and Accounting Policy – Effective August 13, 2013

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: Performance-Based Compensation Plan

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to implement a performance-based compensation plan for a total cost not to exceed \$96,000.

BACKGROUND

In an effort to follow State guidance and incentivize performance, the Executive Director has implemented a performance-based evaluation system for the current fiscal year that will be repeatable in subsequent years. Each employee has performance goals that align with the District's strategic priorities and performance metrics. Supervisors and managers are currently evaluating staff performance.

Employees qualifying based on demonstrated performance and supervisor evaluation may be eligible for compensation from a combination of recurring and non-recurring funds.

Non-recurring funds for this plan are included in the adopted Fiscal Year 2013 budget. Recurring funds for this plan are included in the tentative Fiscal Year 2014 budget and are contingent upon adoption of the Fiscal Year 2014 budget.

/jd

MEMORANDUM

TO: Governing Board

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

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

DATE: July 29, 2013

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

July 15, 2013, Stakeholder Advisory Committee (SAC) Meeting:

At this meeting the SAC heard presentations on the following topics:

- Lower Santa Fe and Ichetucknee Rivers and Associated Springs MFLs prevention and recovery strategies.
- Water resource opportunities in silviculture.
- Briefing on water conservation strategies and discussion.
- Statutory changes to regional water supply planning statutes.

Other information was presented and discussed at the meeting. This summary is intended as an update to the technical information presented to the SAC as it relates to the joint regional water supply planning process between the St. Johns River and Suwannee River Water Management Districts.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

/ch

**NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP
STAKEHOLDER ADVISORY COMMITTEE
JULY 15, 2013—LAKE CITY, FLORIDA**

MEETING EVALUATION FEEDBACK FOR INCLUSION IN FACILITATOR'S REPORT

8 Respondents

INSTRUCTIONS: Please Use a 0 to 10 Rating Scale Where a 0 Means Totally Disagree and a 10 Means Totally Agree. Please Place Your Numeric Rating in the Space to the Left of Each Question.

Please Check If You Are An Alternate:

1. Please assess the overall meeting.

- 8.8 The background information was very useful.
- 8.4 The agenda packet was very useful.
- 9.4 The objectives for the meeting were stated at the outset.
- 8.6 Overall, the objectives of the meeting were fully achieved.

2. Do you agree that each of the following meeting objectives was achieved?

- 9.8 Updated *SAC Workplan* review and approval.
- 9.8 Public participation procedures policy revisions.
- 9.0 Lower Santa Fe & Ichetucknee rivers and associated springs MFLs P&R strategies discussion.
- 9.0 Water resource opportunities in silviculture presentation.
- 9.1 Water conservation strategies briefing and discussion.
- 8.8 Regional water supply statutory changes briefing.
- 9.0 Members' open discussion regarding water supply issues (time permitting).
- 9.1 Review of next steps and agenda items for next meeting.
- 9.5 Public Comment.

3. Please tell us how well the Facilitator helped the participants engage in the meeting.

- 9.5 The members followed the direction of the Facilitator.
- 9.6 The Facilitator made sure the concerns of all members were heard.
- 9.6 The Facilitator helped us arrange our time well.
- 9.5 Participant input was documented accurately in Facilitator's Summary Report (last meeting).

4. Please tell us your level of satisfaction with the meeting?

- 8.1 Overall, I am very satisfied with the meeting.
- 9.4 I was very satisfied with the services provided by the Facilitator.
- 8.0 I am satisfied with the outcome of the meeting.

5. Please tell us how well the next steps were communicated?

- 9.3 I know what the next steps following this meeting will be.
- 9.4 I know who is responsible for the next steps.

6. What did you like best about the meeting?

- Discussion.
- Presentation on water conservation strategies and silviculture practices.
- That we got out early.
- Tom Bartol's presentation.

7. How could the meeting have been improved?

- Room is very cold.
- Hard for me, as much of the information I've already seen or read several times.
- All SAC members to attend.

8. Do you have any other comments?

- Not necessary to poll every member.
- The more active participation from members, the better the results.
- It is good to hear that public supply providers are using price point incentives to encourage conservation. However, there may yet be more room to further improve in this area.
- We seem to be marking time, waiting on the model. We learn some things each time, but until the model is ready to review and use, this process is mostly information.

**NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP
STAKEHOLDER ADVISORY COMMITTEE**

EVALUATION SUMMARY REPORT—FACILITATION, MEETING SATISFACTION, MEETING OBJECTIVES

RANKING SCALE CRITERIA									
10	9	8	7	6	5	4	3	2	1
Excellent Superior	Very Good	Good	Acceptable	Fair	Average	Mediocre Sub-Par	Poor	Very Poor	Extremely Poor

NFRWSP SAC FACILITATION EVALUATION RESULTS SUMMARY—JUNE 2012-JULY 2013													
EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
The members followed the direction of the Facilitator.	9.0	9.3	8.8	9.1	9.4	9.2	9.2	9.3	9.3	9.8	9.3	9.5	
The Facilitator made sure the concerns of all members were heard.	9.6	9.6	9.2	9.3	9.5	9.6	8.6	9.7	9.6	9.8	9.5	9.6	
The Facilitator helped us arrange our time well.	8.9	9.5	8.7	9.3	8.8	9.0	8.8	9.7	9.3	9.6	9.3	9.5	
Participant input was documented accurately in Facilitator's Report.	8.8	9.4	8.9	8.8	9.1	9.1	9.5	9.6	9.4	9.7	9.5	9.6	
I was very satisfied with the services provided by the Facilitator.	8.3	8.9	7.8	8.6	8.6	9.0	8.1	9.4	9.4	9.2	9.3	9.4	
AVERAGE RANKING	8.9	9.3	8.7	9.1	9.1	9.2	8.8	9.5	9.4	9.6	9.4	9.5	

Average rank using a 0 to 10 scale, where 0 means totally disagree and 10 means totally agree.

NFRWSP SAC MEETING SATISFACTION EVALUATION RESULTS SUMMARY—JUNE 2012-JULY 2013

EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
Overall, I am very satisfied with the meeting.	7.7	8.6	5.9	8.2	8.0	8.5	7.4	8.6	8.9	8.4	8.5	8.1	
I am satisfied with the outcome of the meeting.	7.3	8.3	5.7	7.7	7.6	8.0	7.2	8.7	9.1	8.3	8.5	8.0	
AVERAGE RANKING	7.5	8.5	5.8	7.8	7.8	8.3	7.3	8.7	9.0	8.4	8.5	8.1	

NFRWSP SAC MEETING OBJECTIVES EVALUATION RESULTS SUMMARY—JUNE 2012-JULY 2013

EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
AVERAGE RANKING FOR ALL OF THE MEETING OBJECTIVES (primarily presentations)	7.3	9.1	7.8	7.9	7.8	8.0	8.5	9.1	9.2	9.1	8.7	9.2	

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: July 29, 2013
RE: District's Weekly Activity Reports

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

ABS/rl
Attachments



Weekly Activity Report to Governing Board June 24-28, 2013

Executive/Management

- Ann Shortelle, Jon Dinges, Steve Minnis, Carlos Herd, Eric Marzolf, Tim Sagul, Charlie Houder, and Dave Dickens met with staff from DEP's Office of Water Policy to discuss District strategic priorities.
- Board Chairman Don Quincey, Board Members Al Alexander, Guy Williams, Virginia Sanchez, Gary Jones, Dr. George Cole, and District staff attended the CARES dinner.
- Jon Dinges and Tom Reeves met with Tri-County Electric Cooperative to discuss the path forward on transmittal of electrical consumption data for estimating water use.
- Ann Shortelle participated in an on-camera interview for the science, technology, engineering, and mathematics (STEM) program, in which District staffs provided field learning experiences to a group of high school students in Madison and Gilchrist counties.
- Steve Minnis attended the Florida Association of Counties conference in Tampa.
- Jon Dinges and Sara Alford met with DEP Office of Water Policy and Northwest Florida Water Management District about future District funding needs.
- Steve Minnis attended the Lake City Kiwanis Club meeting as the guest of Koby Adams, Legislative Aide to Representative Porter, and guest speaker Representative Porter.

Water Supply

- Ann Shortelle and Carlos Herd gave an MFL briefing to Our Santa Fe River and Ichetucknee Alliance on the Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.
- Carlos Herd, Dale Jenkins, Tommy Kiger, and Trey Grubbs participated in a meeting with staff from SJRWMD to discuss the development of recovery/prevention strategies for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.

Resource Management

- Carlos Herd participated in a CUPCon conference call with DEP and the other WMDs regarding reuse issues.
- Leroy Marshall participated in a state-wide conference call regarding the proposed revisions to the Uniform Mitigation and Methodology (Chapter 62-345, F.A.C.) Rule Development.
- Leroy Marshall participated in a conference call regarding the state-wide Environmental Resource Permitting (SWERP) Workgroup (Chapter 62-330, F.A.C.) follow ups.
- Leroy Marshall and Megan Wetherington attended a meeting in Valdosta, Ga. with representatives from the U.S. Army Corps of Engineers, Florida Division of Emergency Management, and Georgia agencies regarding regional flood preparedness.
- Pat Webster attended the Bradford County Local Mitigation Strategies (LMS) meeting regarding flooding issues in Starke and Bradford counties.

Ag Team/Suwannee River Partnership

- Ann Shortelle and Kevin Wright participated in a Farm Bureau Agriculture Tour of farms in Bradford and Columbia counties.
- Ann Shortelle and Hugh Thomas attended the quarterly SRP breakfast.
- Kevin Wright and Trey Clayton provided an agricultural tour to a group of high school students in the STEM program to discuss farming best management practices.
- Kevin Wright, Dave Dickens, Hugh Thomas, Trey Clayton, and Joel Love assisted with setting up and cooking for the CARES dinner, and Kevin Wright and Tilda Musgrove set up a booth at the CARES dinner to provide information on water use permitting and agricultural cost-share programs.

Water Resources

- Megan Wetherington, Darshan Shah, Tara Rodgers, and Henry Richardson provided a field learning experience to a group of high school students in the STEM program concerning how to apply technology to hydrologic monitoring, including datalogger programming, field measurements, and field installation of telemetered equipment.
- Marc Minno and Darlene Saindon provided demonstrations to the STEM students on soil science, natural communities, principles of ecology, aquatic ecology and estimating spring flow. Marc Minno participated in an on-camera interview associated with the STEM project.
- Erich Marzolf participated in a conference call with DEP, PCS and their consultants to discuss numeric nutrient criteria and PCS operations.
- Erich Marzolf participated in a monthly conference call on springs issues between DEP and the Districts.
- Staff installed automated equipment on three monitor wells and two irrigation systems. Fifty-four water use devices have been installed, out of a total of 144 funded by an FDACS grant.
- Staff worked with Alachua EPD to replace the gaging platform at Poe Springs, resulting in a more flood-resistant and drought-resistant installation.
- Paul Buchanan has assisted officials with the Southern Georgia Regional Commission, a regional planning agency, in learning more about the applications of LIDAR.

Land Resources

- Edwin McCook, Bill McKinstry, and Scott Gregor provided a field learning experience to a group of high school students in the STEM program about timber harvesting, prescribed fire and public use/recreation.
- Bob Heeke conducted the annual inspection of the McEnany conservation easement in Levy County.
- Richard Rocco conducted the annual inspection of the Foster conservation easement in Jefferson County.

Administrative Services

- Dave Dickens assisted the STEM students and District staff that provided learning experiences throughout the week.

Communications

- Communications staff sent out press releases on the CARES dinner and Jerry Bowden, a staff member who is retiring in July.
- Communications staff fielded inquiries from the Lake City Reporter regarding springs funding, MFLs, and conditions of the District's water resources.

Announcements for Week of July 1, 2013

- On July 1, Ann Shortelle and Steve Minnis will attend the Bradford County BOCC meeting at 9:30 a.m. and the Gilchrist County BOCC at 2:00 p.m. to discuss the upcoming MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs and to present the PILT checks.
- On July 1, Jon Dinges will attend the Lake City Council meeting at 7:00 p.m. to discuss the upcoming MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs.
- On July 2, Ann Shortelle and Steve Minnis will attend the Columbia County BOCC meeting at 5:30 a.m. to discuss the upcoming MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs and to present the PILT checks.
- On July 2, Jon Dinges will attend the Suwannee County BOCC meeting at 6:00 p.m. to discuss the upcoming MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs and to present the PILT checks.
- There will be a technical workshop for the Lower Santa Fe and Ichetucknee Rivers MFLs on July 2 at the District at 9:00 a.m.



Weekly Activity Report to Governing Board July 1-5, 2013

Executive/Management

- Ann Shortelle with Steve Minnis attending provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update and presented PILT checks to the Board of County Commissioners for Columbia, Bradford, and Gilchrist counties.
- Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update and presented a PILT check to the Suwannee County BOCC.
- Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the Lake City Council.
- Jon Dinges met with City of Lake City staff about the Ichetucknee Springshed water quality improvement project.

Water Supply

- Carlos Herd and staff held a technical workshop for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.

Resource Management

- Kevin Wright and Lindsey Marks participated in a CUPcon Core Team teleconference with representatives from DEP and the other WMD's regarding water conservation.
- Pat Webster met with a representative from Bradford County regarding the Lake Sampson Water Control structure.

Water Resources

- Staff installed five water use monitor devices. Fifty-nine have been installed out of 144 under an agreement with FDACS.

Communications

- Communications staff distributed press releases on the following: the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs comment period; the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs technical workshop; and recognition of three staff who received engineering awards.
- Megan Wetherington fielded hydrological conditions inquiries from radio and newspaper reporters.

Announcements for Week of July 8, 2013

- Carlos Herd will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of Lake Butler Council on July 8 at 5:15 p.m.
- Jon Dinges will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Town of Ft. White Council on July 8 at 7:30 p.m.
- Steve Minnis will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of Trenton Council on July 9 at 5:30 p.m.

- There is a Water Supply and Water Quality Considerations Forum on July 10 at District Headquarters.
- Jon Dinges will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of High Springs Council on July 11 at 6:30 p.m.
- Steve Minnis will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Town of Bell Council on July 11 at 6 p.m.



Weekly Activity Report to Governing Board July 8-12, 2013

Executive/Management

- Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the Town of Ft. White Council and to the City of High Springs Commission.
- Steve Minnis provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Trenton Council and to the Town of Bell Council.
- Carlos Herd provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Lake Butler Council.

Water Supply

- Ann Shortelle, Jon Dinges, Carlos Herd, Charlie Houder, Kevin Wright, Hugh Thomas, and Erich Marzolf attended a Water Supply and Water Quality Considerations for Forests Forum with staff from the other WMDs, DEP, FDACS, and UF/IFAS.

Resource Management

- Ann Shortelle, Jon Dinges, Carlos Herd, Tim Sagul, Trey Grubbs and Leroy Marshall participated in a Suwannee River Watershed Study Kick-Off Meeting with the Army Corps of Engineers, DEP, FEMA, City of Valdosta, and State of Georgia to discuss a feasibility study to address flooding issues in Georgia and Florida.
- Leroy Marshall participated in a webinar with representatives from DEP and the other WMDs regarding State-wide Environmental Resource Permitting (SWERP) training.

Ag Team/Suwannee River Partnership

- Kevin Wright attended the Florida Farm Bureau Young Farmers and Ranchers annual meeting in Daytona.

Water Resources

- Erich Marzolf and Darlene Saindon along with staff from the other WMDs, DEP and various local governments participated in a Florida Water Resource Monitoring Council Monitoring Catalog Workgroup Meeting. This is a statewide effort to provide water quality data in a single location.

Land Resources

- Richard Rocco conducted the annual inspection of the Ragans conservation easement.
- Bob Heeke and Edwin McCook held a teleconference with Ron Dishop to discuss a disabled hunter event on District lands.

Communications

- Communications staff sent out press releases on the upcoming North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting and the District's

involvement with the Florida Learns Science, Technology, Engineering, and Mathematics (STEM) Program.

- Communications staff and Megan Wetherington provided flooding updates throughout the week on the website and Facebook page.

Announcements for Week of July 15, 2013

- A North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting will be held at Florida Gateway College on July 15 at 1:00 p.m.
- Carlos Herd will provide the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update and present a PILT check to the Union County BOCC on July 15 at 7:00 p.m.
- Initiation of Peer Review for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels Kick-Off Meeting will be held at the University of Florida J. Wayne Reitz Union, Room 349 on July 17 at 1:00 p.m.
- The 27th Annual Florida Chamber of Commerce Environmental Permitting Summer School will be held July 16-19 at Marco Island.



Weekly Activity Report to Governing Board July 15-19

Executive/Management

- Ann Shortelle with Steve Minnis attending presented the FY 2014 Tentative Budget to the EOG and DEP in Tallahassee. Jon Dinges, Dave Dickens, and Sara Alford participated in the discussion by teleconference.
- Chairman Don Quincey, Ann Shortelle, Jon Dinges, and Erich Marzolf attended the Florida Chamber of Commerce 27th Annual Environmental Permitting Summer School. Serving as instructors for the following courses were Ann Shortelle (Emerging Water Supply Development Issues and Solutions for Springs), Jon Dinges (Water ... What's on Tap?, Minimum Flows and Levels: Florida's Next Great Water Supply Challenge, and Alternative Water Supplies: Issues and Answers), and Erich Marzolf (Solutions for Springs).
- Steve Minnis attended the Alachua County Board of County Commissioners meeting to address a county staff recommendation on water use permitting moratorium.
- Steve Minnis attended the Columbia County BOCC meeting where the Commission voted to provide a \$100,000 funding match for the Ichetucknee Springs Project Water Quality Restoration project.
- Steve Minnis presented a legislative update to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee.

Water Supply

- Carlos Herd and Thomas Kiger attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting.
- Carlos Herd attended the City of Lake City Commission meeting where the Commission voted to provide a \$200,000 funding match for the Ichetucknee Springs Water Quality Restoration project.
- Carlos Herd, John Good, Clay Coarsey, Daniel Simpson, Louis Mantini, and Robbie McKinney attended the voluntary peer review meeting at University of Florida of the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Draft MFLs.

Resource Management

- Kevin Wright participated in a CUPCon teleconference with DEP and other WMDs to discuss new forms and flow meters, the need for statewide consistency, and technical issues related to the flow verification calibration requirements.
- Kevin Wright, Patrick Webster, and Lindsey Marks participated in a quarterly WMD water conservation teleconference.

Ag Team/Suwannee River Partnership

- Kevin Wright attended the Florida Farm Bureau Young Farmers and Ranchers annual meeting in Daytona.

- Kevin Wright, Hugh Thomas, Debbie Davidson, and Joel Love met with several Farm Bureau employees for a post CARES dinner meeting.

Water Resources

- Staff submitted a request to FDEP for \$371,450 to fund automated springs monitoring equipment, which will provide continuous monitoring at some springs (Manatee, Fanning, Troy and either Convict or Ravine) and add new sensors to existing hydrologic monitoring efforts.
- Paul Buchanan and Bebe Willis met with the Columbia County Property Appraisers to assist the County with setting up its new imagery for use in GIS.
- Staff installed 23 water use monitoring units. Ninety-two have been installed toward a total of 144 funded by an FDACS grant.

Land Resources

- Charlie Houser participated in a Land Acquisition teleconference with DEP and other state agencies to develop an agency list of Panhandle and Big Bend properties to be considered for acquisition from the Restore Act and National Fish and Wildlife Foundation funding opportunities.

Administrative Services

- Dave Dickens attended the State Hazard Mitigation Plan Advisory Team meeting to discuss funding, new projects, and new mitigation tools.

Communications

- Communications staff sent out press releases on the District's cost-share assistance to the Town of Lee as part of the RIVER Program and on the kick-off meeting for the peer review process for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels.
- Communications staff and Megan Wetherington provided flooding updates throughout the week on the website and Facebook page.

Announcements for Week of July 22, 2013

- Ann Shortelle will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of Alachua on July 22 at 6:00 p.m.
- Carlos Herd will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of Newberry on July 22 at 7:00 p.m.
- The Suwannee River Partnership monthly breakfast meeting will take place on July 25 at 7:45 a.m. at the Dixie Grill in Live Oak.



Weekly Activity Report to Governing Board July 22-26, 2013

Executive/Management

- Ann Shortelle and Steve Minnis participated in a radio interview with WJTK 96.5 The Jet to discuss MFLs for the Lower Santa Fe River, Ichetucknee River, and Priority Springs and related topics.
- Ann Shortelle and Carlos Herd met with the Alachua County Environmental Protection Department to discuss Alachua County water conservation efforts.
- Ann Shortelle and Carlos Herd, along with the Alachua County Environmental Protection Department, toured a Florida Friendly Landscaping demonstration project implemented by Gainesville Regional Utilities and UF/IFAS.
- Ann Shortelle, with Steve Minnis attending, provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Alachua.
- Carlos Herd provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Newberry.
- Ann Shortelle, Jon Dinges, Carlos Herd, John Good, and Clay Coarsey met with representatives of environmental organizations to discuss the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs.
- Ann Shortelle and Steve Minnis met with Dale Williams and Marlin Feagle in Lake City to discuss an Interlocal Agreement.

Resource Management

- Warren Zwanka joined the District on July 22 as a senior hydrologist.
- Tim Sagul, Kevin Wright and Warren Zwanka participated in a teleconference with DEP and the other WMDs to discuss CUPCon issues.
- James Link and Pat Webster participated in a conference call with the District's consultant regarding the status of the on-going Bradford County FEMA studies.

Ag Team/Suwannee River Partnership

- Ann Shortelle, Kevin Wright, Erich Marzolf, and Hugh Thomas toured the Alliance Dairy and North Florida Holsteins in Trenton to observe the methane digester and retrofit project that was recently completed, and discuss water quality challenges.

Water Resources

- Erich Marzolf and Vanessa Fultz participated in a conference call with representatives from the Alachua County Environmental Protection Department, SJRWMD, UF Water Institute, Our Santa Fe, and Howard T. Odum Florida Springs Institute to discuss an effort underway to feature aquifer levels and conservation messaging in the weather segment on TV 20.
- Erich Marzolf, Marc Minno, and Darlene Saindon participated in a monthly call with DEP and other WMDs regarding springs issues.
- Paul Buchanan, Marc Minno, and Tommy Kiger met with SJRWMD staff to discuss wetland impacts and water supply conservation analysis as part of water supply planning coordination.
- Staff installed 24 water use monitoring devices on 3 agricultural operations in Alachua and Madison counties. 115 units have been installed since May, out of a total of 144 to be funded by FDACS.
- Bebe Willis assisted the Suwannee County Building Department by loading the latest FEMA flood hazard data for Suwannee County and the City of Live Oak onto their computers and updating their GIS permit review application tool.

Land Resources

- Charlie Houder inspected the Jackson conservation easement in Lafayette County.
- Bob Heeke and Richard Rocco inspected the Strickland Field conservation easement in Dixie County.
- Bob Heeke and Edwin McCook met with Ron Dishop to discuss a hunt for disabled veterans at Steinhatchee Springs.

Administrative Services

- Dave Dickens, Tim Sagul, Leroy Marshall, and Jon Wood met with DEP and the other WMDs to discuss the DEP and WMD's computer integration. At this meeting, there was a demonstration of SWERP rule changes and a presentation of the Permitting Water Portal.

Communications

- Communications staff distributed press releases and or web notices on the peer review for the Lower Santa Fe and Ichetucknee rivers and priority springs MFLs; the District's assistance to Hamilton County to repair their water treatment plant; the effects of July rainfall, and the effects of a wastewater spill in Valdosta.
- Communications staff addressed questions from Alachua County Today regarding MFLs.

- Communications staff and Megan Wetherington provided flooding updates throughout the week on the website and Facebook page.

Announcements for Week of July 22, 2013

- The R.O. Ranch Board of Directors monthly meeting is set for August 1 at 6:30 p.m. in Mayo.
- Fiscal Year 2013-14 Tentative Budget Report submission is due August 1.