

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

OPEN TO THE PUBLIC

September 10, 2013
3:00 p.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 – August 13, 2013, Governing Board Meeting and Workshop
 - Agenda Item 10 - Approval of July Financial Report
 - Agenda Item 11 - Renewal of Software License and Hardware Maintenance Contracts
 - Agenda Item 12 - Procurement of Office Supplies from State Approved Vendors
 - Agenda Item 27 - Reauthorization to Renew Contract with the United States Geological Survey for Isotopic Sampling of Spring Water and Groundwater near White Sulphur Springs, SRWMD Contract 11/12-122 and Joint Funding Agreement 12GGESMC000057
 - Agenda Item 34 - Approval of Water Use Permit Application Number 2-01-00034.002, Hale and June Register Place, Alachua County
 - Agenda Item 35 - Approval of Water Use Permit Application Number 2-12-00047.002, Glenda Kelley Farms, Alachua County
 - Agenda Item 45 - Authorization for Staff Legal Service Contracts for Fiscal Year 2013/2014
6. Approval of Recommended Consent Items
7. Approval of Minutes – August 13, 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. Cooperating Agencies and Organizations
 - C. Public Comment

**GOVERNING BOARD LEGAL COUNSEL
Tom Reeves**

- LC Page 1 9. Update Regarding Legal Matters Relating to El Rancho No Tengo, Inc.

**BUREAU OF ADMINISTRATIVE SERVICES
Dave Dickens, Manager**

- AS Page 1 10. Approval of July Financial Report - **Recommend Consent**
- AS Page 4 11. Renewal of Software License and Hardware Maintenance Contracts -
Recommend Consent
- AS Page 5 12. Procurement of Office Supplies from State Approved Vendors –
Recommend Consent
- AS Page 6 13. Surplus Property Disposal

**DIVISION OF LAND RESOURCES
Charles H. Houder, III, Director**

- LR Page 1 14. Consideration of Resolution No. 2013-15 Authorizing Sale of the 43-acre
Steinhatchee Rise Surplus Parcel in Dixie County
- LR Page 19 15. Consideration of Resolution No. 2013-16 Authorizing Sale of the 79-acre
Blue Sink Surplus Parcel in Suwannee County
- LR Page 40 16. Consideration of Resolution 2013-17 Authorizing Conveyance of 0.40
acres to Hamilton County for Hunter Creek Bridge Widening Project
- LR Page 44 17. Exchange of Property Interests with Doug Anderson
- LR Page 48 18. Florida Forest Service Twin Rivers State Forest Budget
- LR Page 50 19. Florida Forest Service Cooperative Management Agreement
- LR Page 51 20. Cooperative Management Agreement for Andrews Tract with Florida Fish
and Wildlife Conservation Commission
- LR Page 61 21. Lease Amendment for Access Road and Utility Easements to the City of
Lake City
- LR Page 63 22. Right of First Refusal, Ace Ranch Conservation Easement, Lafayette
County
- LR Page 85 23. Fiscal Year 2012 Land Management Review Team Report
- LR Page 95 24. Land Resources Activity Summary

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

- WS Page 1 25. Authorization to Continue Master Contracts with Selected Minimum Flows and Levels Consultants
- WS Page 3 26. North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District
- WS Page 7 27. Reauthorization to Renew Contract with the United States Geological Survey for Isotopic Sampling of Spring Water and Groundwater near White Sulphur Springs, SRWMD Contract 11/12-122 and Joint Funding Agreement 12GGESMC000057 – **Recommend Consent**

DIVISION OF WATER RESOURCES
Erich Marzolf, Ph.D., Director

- WR Page 1 28. Reauthorization to Amend Contract with Nestle Waters North America, Contract Number 05/06-102
- WR Page 2 29. Authorization to Enter into a Contract with Vieux & Associates, Inc., to Purchase Gage-Adjusted Radar-Rainfall Data
- WR Page 3 30. Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Streamgaging Services
- WR Page 7 31. Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Georgia District, for Streamgaging Services
- WR Page 9 32. Agricultural Water Use Monitoring Update

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

- RM Page 1 33. Denial of Environmental Resource Permit Application ERP07-0428M, Hamilton County Economic Development, Hamilton County
- RM Page 4 34. Approval of Water Use Permit Application Number 2-01-00034.002, Hale and June Register Place, Alachua County - **Recommend Consent**
- RM Page 12 35. Approval of Water Use Permit Application Number 2-12-00047.002, Glenda Kelley Farms, Alachua County - **Recommend Consent**
- RM Page 20 36. Approval of Water Use Permit Application Number 2-84-00587.004, Herman Sanchez, Sr. Farm, Dixie County
- RM Page 28 37. Approval of Water Use Permit Application Number, 2-96-00002.006, Sanchez Farms, Dixie County
- RM Page 37 38. Approval of Water Use Permit Application Number 2-98-00025.006, Nestle Waters North America, Inc., Madison County

- RM Page 45 39. Approval to Enter Into Contracts for the 4th Round of Florida Department of Environmental Protection (FDEP) Santa Fe River Basin Management Action Plan (BMAP) Agricultural Cost-Share Program
- RM Page 47 40. Approval to Enter Into Contracts for the 4th Round FY12/13 District Agricultural Cost-Share Program
- RM Page 50 41. Exemption from the 2013 Enhanced Biennial Review and Compliance Economic Review of Title 40B Rules Pursuant to 120.745(9), Florida Statutes (F.S.)
- RM Page 52 42. Permitting Summary Report
- RM Page 55 43. Enforcement Status Report

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

- EO Page 1 44. Approval of Updated District Contractual Services Policy
- EO Page 18 45. Authorization for Staff Legal Service Contracts for Fiscal Year 2013/2014 – **Recommend Consent**
- EO Page 19 46. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 20 47. District’s Weekly Activity Reports
- 48. Announcements

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

September 10, 2013	3:00 p.m.	Governing Board Meeting
	5:30 p.m.	First Public Hearing on FY13/14 Budget
September 24, 2013	3:00 p.m.	Workshop
	5:30 p.m.	Final Public Hearing on FY13/14 Budget

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

- 49. 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.

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
August 13, 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/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	
Gov. Affairs and Communications Director	Steve Minnis		X
Administrative Services Bureau Director	Dave Dickens	X	
Land Resources Division Director	Charles H. Houdier, 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
Warren Zwanka, SRWMD
Bob Heeke, SRWMD
Tommy Kieger, SRWMD
Bill Mckinstry, SRWMD
Megan Wetherington, SRWMD
Vanessa Fultz, SRWMD
Sara Alford, SRWMD
Joel Love, DACS
Hugh Thomas, DACS
Jean Wonser, Circle Pine Farm
Carolee Howe, Shenandoah Dairy
Paul Still, BSWCD
John Jopling, Ichetucknee Alliance
Marrillee Malwitz-Jipson, Our Santa Fe River, Inc.
Annette Long, Chiefland
Jeff Hill, Lake City
Tony Cunningham, GRU
Greg Harden, Florida Farm Bureau
Steven Gladin, Trenton
Al Canepa, SJRWMD
Cory Mikell, H2O Mobile Lab
Barney & Renate Cannon, Chiefland
Jacqui Sulek, Audubon Florida
Kevin Coggins, Partridge Farm. LLC
Guillermo Simon, Taylor Engineering, Inc.
Sara Humphreys, Branford FFA

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

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

Additions

- Emergency Agenda Item No. 1 – Executive Office – Termination of Contract with James Moore & Company, P.L., District Contract Number 10/11-022

Deletions

- Agenda Item No. 37 – Procurement Policy

Changes

- Agenda Item No.18 – Land Management – Addition of Resolution No. 2013-13
- Agenda Item No. 33 – Resource Management – Addition of Resolution No. 2013-14

Agenda Item No. 4 – Approval of Agenda.

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

Agenda Item No. 5 – Consent Agenda.

- Agenda Item No. 7 – Approval of Minutes for July 9, 2013 Governing Board Meeting and Workshop
- Agenda Item No. 10 – Approval of June 2013 Financial Report
- Agenda Item No.19 – Assignment of Communications Site Lease Agreement and Transfer of Revenues to Suwannee Water and Sewer District
- Agenda Item No. 24 – Approval of Water Use Permit Application Number 2-02-00144.003, Davis and sons Farms, Alachua County
- Agenda Item No. 25 – Approval of Water Use Permit Application Number 2-08-00040.003, Music Pivots, Suwannee County
- Agenda Item No. 26 – Approval of Water Use Permit Application Number 2-11-00005.002, Jackson Pivot Gamble, Suwannee County
- Agenda Item No. 27 – Approval of Water Use Permit Application Number 2-91-00093.003, Jackson Pivot 3, Suwannee County
- Approval Item No. 28 – Approval of Water Use Permit Application Number 2-98-00065.002, Iris M. Holder, Alachua County
- Agenda Item No. 29 - Approval of Water Use Permit Application Number 2-97-00037.002, Quincey Cattle Company, Levy County

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

Chair Quincey publically announced a conflict of interest with Agenda Item No. 29 - Approval of Water Use Permit Application Number 2-97-00037.002, Quincey Cattle Company, Levy County, recommended for approval on the consent items list under Agenda Item No. 5.

Mr. Quincey signed a conflict of interest form which is hereby made a part of these minutes and filed in the files of the District.

Mr. Alexander, Vice Chair, assumed the position of Chair.

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

Mr. Quincey resumed position as Chair.

Agenda Item No.7– July 9, 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 and updated the board on the agricultural water use monitoring units project.
- Branford FFA Presentation/Speech by Sara Humphreys
- Cooperating Agencies and Organizations
- 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 – Establishment of MFL's on Ichetucknee.
 3. Paul Still – MFL.
 4. Carolee Howe – Support of Agriculture.
 5. Jean Wonser – CUP.
 6. Annette Long – Upcoming permit Dixie County. Question about financial incentives. EO59 – all employees or just those that issue test permits?
 7. Jeff Hill – Statue of settlement.
 8. Tony Cunningham – Interlocal agreement, if necessary.

Agenda Item No. 9 – Legal Matters

- Agenda Item 37 – El Rancho No Tengo, Inc.

Chair Quincey updated the Governing Board on the progress of the negotiation. Chair Quincey made the recommendation for Legal Counsel to compose a contract for settlement to present to the Governing Board at a later date.

MRS. SANCHEZ MADE A MOTION TO HAVE LEGAL COUNSEL COMPOSE A CONTRACT FOR SETTLEMENT AND PRESENT IT TO THE BOARD. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

BUREAU OF ADMINISTRATIVE SERVICES

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

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

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

Agenda Item No. 12 – Declaration of Surplus Mobile Equipment and Disposition to R.O. Ranch Inc. Mr. Dickens presented the staff recommendation to the Governing Board to declare surplus mobile equipment and authorize transfer of titles to R.O. Ranch Inc. as provided in the Board materials.

MRS. SANCHEZ MADE A MOTION TO DECLARE SURPLUS MOBILE EQUIPMENT AND TO TRANSFER THE TITLES TO THE R. O. RANCH INC. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 13 – Declaration of Surplus Mobile Equipment. Mr. Dickens presented the staff recommendation to the Governing Board to declare surplus mobile equipment and authorize its disposal as provided in the Board materials.

MR. ALEXANDER MADE A MOTION TO DECLARE SURPLUS MOBILE EQUIPMENT AND AUTHORIZE ITS DISPOSAL. THE MOTION WAS SECONDED BY MRS JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 14 – Approval of Oracle Licensing and e-Permitting Web Site Hosting. Mr. Dickens presented the staff recommendation to the Governing Board to 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 as provided in Board materials.

DR. COLE MADE A MOTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR ORACLE LICENSING AND E-PERMITTING WEB SITE HOSTING SUBJECT TO BUDGET ADOPTION. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

DIVISION OF LAND RESOURCES

Agenda Item No. 15 – Otter Springs and Campground Fiscal Year 2014 Budget. Mr. Houser, Director, Division of Land Resources presented staff recommendation to the Governing Board to approve the Otter Springs and Campground Fiscal Year 2014 Budget for a not to exceed amount of \$350,695 as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE THE OTTER SPRINGS AND CAMPGROUND FISCAL YEAR 2014 BUDGET. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 16 – Right of First Refusal, Warner-Harrell Conservation Easement, Suwannee County. Mr. Houser presented staff recommendation to the Governing Board authorizing the Executive Director to waive the District's right of first refusal to purchase the fee interest in the Warner Harrell Conservation Easement in Suwannee County as provided in Board materials.

Mr. Alexander publically announced a conflict of interest and abstained from voting on Agenda Item No. 16 – Right of First Refusal, Warner Harrell Conservation Easement, Suwannee County.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO WAIVE THE DISTRICT'S RIGHT OF FIRST REFUSAL TO PURCHASE THE FEE INTEREST ON THE WARNER HARRELL CONSERVATION EASEMENT IN SUWANNEE COUNTY. THE MOTION WAS SECONDED BY MRS. JOHNS WITH MR ALEXANDER ABSTAINING. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No.17 – Approval and Execution of Utility Easement and two Supplemental Easements to Progress Energy in Madison and Taylor Counties and Acceptance of two Easements from Progress Energy. Mr. Houser presented staff recommendation to the Governing Board authorizing the Executive Director to approve and execute a utility powerline easement and two supplemental easements to Progress Energy in Madison and Taylor Counties and to accept two access easements from Progress Energy as provided in Board materials.

MRS. JOHNS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APROVE AND EXECUTE A UTILITY POWERLINE EASEMENT AND TWO SUPPLEMENTAL EASEMENTS TO PROGRESS ENERGY IN MADISON AND TAYLOR COUNTIES AND ACCEPT TWO ACCESS EASEMENTS FROM PROGRESS ENERGY. THEMOTION WAS SECONDED BYMRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No.18 – Approval of an Easement and Quit Claim Deed for Ingress, Egress, Maintenance and Utilities to Dixie County with Addition of Resolution 2013-13. Mr. Houser presented staff recommendation to the Governing Board to grant a quit claim deed and an

easement for ingress, egress, maintenance, and utilities to Dixie County for lands along Strom Mainline Road and adopt Resolution 2013-13 as provided in Board materials.

DR. COLE MADE A MOTION TO GRANT A QUIT CLAIM DEED AND AN EASEMENT TO DIXIE COUNTY FOR INGRESS, EGRESS, MAINTENANCE AND UTILITIES ALONG STROM MAINLINE ROAD AND ADOPT ADDITION OF RESOLUTION NO. 2013-13. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDAR, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No.19 - Assignment of Communications Site Lease Agreement and Transfer of Revenue to the Suwannee Water and Sewer District. Approved on Consent.

Agenda Item No. 20 – Land Resources Activity Summary. The Land Resources Activity Summary was provided as an informational item in the Board materials.

DIVISION OF WATER SUPPLY

Public comment was given by John Joplin on the establishment of MFL's on the Ichetucknee.

Agenda Item No. 21 – Water Supply Contracts Update. The Water Supply Contracts update was provided as an informational item in the Board materials.

DIVISION OF WATER RESOURCES

Agenda Item No. 22- Three-month Extension of Contract 10/11-003 with Water and Air Research, Inc. Erich Marzolf, Ph.D., Division Director, Water Resources, presented staff recommendation to the Governing Board authorizing the Executive Director to approve a three-month extension of Contract 10/11-003 with Water and Air Research, Inc., to provide surface and ground water sampling for hydrologic, water quality and biological analyses as presented in Board material.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE THREE MONTH EXTENTION WITH WATER AND AIR RESEARCH, INC., CONTRACT NUMBER 10/11-003 FOR SURFACE AND GROUNDWATER SAMPLING FOR HYDROLOGIC, WATER QUALITY AND BIOLOGICAL ANNALYSES. THEMOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 23 – Agricultural Water Use Monitoring Update. Agricultural Water Use Monitoring update was provided as an informational item in the Board materials.

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 24 – Approval of Water Use Permit Application Number 2-22-00144.003, Davis and Sons Farms, Alachua County. Approved on Consent.

Agenda Item No. 25 – Approval of Water Use Permit Application Number 2- 08-00040.003, Music Pivots, Suwannee County. Approved on Consent.

Agenda Item No. 26 – Approval of Water Use Permit Application Number 2- 11-00005.002, Jackson Pivot Gamble, Suwannee County. Approved on Consent.

Agenda Item No. 27 – Approval of Water Use Permit Application Number 2- 91-00093.003, Jackson Pivot 3, Suwannee County. Approved on Consent.

Agenda Item No. 28 – Approval of Water Use Permit Application Number 2- 98-00065.002, Iris M. Holder, Alachua County. Approved on Consent.

Agenda Item No. 29 – Approval of Water Use Permit Application Number 2- 97-00037.002, Quincey Cattle Company, Levy County. Approved on Consent.

Agenda Item No. 30 - Approval of Water Use Permit Application Number 2-84-00183.004, Big Woods, Suwannee County. Kevin Wright, Professional Engineer, presented the staff recommendation to the Governing Board to approve water use permit application number 2-84-00183.004, Big Woods, Suwannee County with eighteen standard conditions and four special limiting conditions to Partridge Pea Farms, LLC, in Hamilton County as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-84-00183.004, BIG WOODS, HAMILTON COUNTY WITH EIGHTEEN STANDARD CONDITIONS AND FOUR SPECIAL LIMITING CONDITIONS TO PARTRIDGE PEA FARMS, LLC. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 31 – Rulemaking for Implementing a Water Shortage Declaration, 40B-21.275(4), Florida Administrative Code. Mr. Sagul presented staff recommendation to the Governing Board for authorization to publish notice of rule development for 40B-21, F.A.C., publish a notice of proposed rule for section 40B-21.275(4), F.A.C. and file 40B-21.275(4), F.A.C., with the Department of State as provided in Board materials.

MRS. JOHNS MADE A MOTION FOR AUTHORIZATION TO PUBLISH NOTICE OF PROPOSED RULES 40B-21, 40B-21.275(4), FLORIDA ADMINISTRATIVE CODE AND TO FILE WITH THE DEPARTMENT OF STATE. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 32 – First Amendment to Interagency Agreement between the Suwannee River Water Management District and the St. Johns Water Management District for the Designation of Regulatory Responsibility of Gainesville Regional Utilities for Consumptive Use Permitting. Mr. Sagul presented staff recommendation to the Governing Board to authorize the Executive Director to amend the Interagency Agreement with the St. Johns Water Management District regarding the

designation of regulatory responsibility of Gainesville Regional Utilities for Consumptive use permitting as provided in the Board materials.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE INTERAGENCY AGREEMENT WITH ST. JOHNS WATER MANAGEMENT DISTRICT FOR THE DESIGNATION OF REGULATORY RESPONSIBILITY OF GAINESVILLE REGIONAL UTILITIES FOR CONSUMPTIVE USE PERMITTING. MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, JOHNS, SANCHEZ, QUINCEY, AGAINST WILLIAMS).

Agenda Item No. 33 – Interlocal Agreement between the Suwannee River Water Management District and Columbia County, Florida Regarding Work on Several Stormwater Management Systems in Exchange of Surplus Lands with Addition of Resolution No. 2013-14. Mr. Sagul presented the staff recommendation to the Governing Board to approve 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 and adoption of Resolution 2013-14 as provided in Board materials.

MR. WILLIAMS MADE A MOTION TO APPROVE THE INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA, FOR REMEDIAL WORK ON STORMWATER MANAGEMENT SYSTEMS IN EXCHANGE FOR ALLIGATOR LAKE SURPLUS LANDS TRACT AND ADOPT RESOLUTION NO. 2013-14. THE MOTION WAS SECONDED BY ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

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

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

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 36 Update on Legal Matters Relating to El Rancho No Tengo, Inc. Heard at the beginning of the meeting under Agenda Item No. 9 - Legal Matters.

EXECUTIVE OFFICE

Jon Dinges, Assistant Executive Director, requested that the Governing Board consider reinstatement of Agenda Item No. 37 - Approval of Updated District Procurement Policy, which was inadvertently deleted at the beginning of the meeting, and approve the deletion of Agenda Item No. 38 - Approval of Updated Contractual Services Policy.

The Governing Board accepted the change as requested.

Agenda Item No. 37 – Approval of Updated District Procurement Policy. Mr. Dinges presented a recommendation to the Governing Board to approve the updated District Procurement policy as provided in Board materials.

MRS. JOHNS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE UPDATED DISTRICT PROCUREMENT POLICY. MOTION WAS SECONDED BY ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 38 – Approval of Updated Contractual Services Policy. Deleted

Agenda Item No. 39 – 40 Approval of Updated District Information Technology and Communications Systems Policy, Approval of District Finance and Accounting Policy. Mr. Dinges presented a recommendation to the Governing Board to approve the updated District Informational Technology and Communications Systems policy and approve the Finance and Accounting Policy as provided in Board materials.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE UPDATED DISTRICTS INFORMATION TECHNOLOGY AND COMMUNICATIONS SYSTEMS POLICY, AND APPROVE THE FINANCE AND ACCOUNTING POLICY. MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Emergency Agenda Item No. 1 - Termination of Contract with James Moore & Company, P.L., District Contract No. 10/11-022. Assistant Executive Director Jon Dinges presented a recommendation to the Governing Board to terminate Contract No. 10/11-022 with James Moore & Company, P.L.

MRS. JOHNS MADE A MOTION TO TERMINATE CONTRACT NO. 10/11-022 WITH JAMES MOORE AND COMPANY, P.L. MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

Agenda Item No. 41 – Performance-Based Compensation Plan. Dr. Shortelle presented a recommendation to the Governing Board authorizing the Executive Director to implement a performance-based compensation plan as provided in Board materials.

MRS. SANCHEZ MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT A PERFORMANCE-BASED COMPENSATION PLAN. MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY).

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

Chair

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Administrative Services Bureau Manager

DATE: August 26, 2013

RE: Approval of July 2013 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the July 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
July 2013**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$53,830.71
First Federal Permit Fee	\$2.35	0.30%	\$9,005.38
First Federal Depository	\$917.65	0.45%	\$1,659,840.89
SPIA	\$20,659.19	0.59%	\$40,936,064.22
SBA Fund A	\$58.81	0.18%	\$387,080.51
SBA Fund B	-	-	\$356,301.18
TOTAL	\$21,638.00		\$43,402,122.89

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending July 31, 2013
(Unaudited)**

	Current Budget	Actuals Through 7/31/2013	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 5,234,083	\$ 34,083	101%
Intergovernmental Revenues	6,738,344	3,191,561	(3,546,783)	47%
Interest on Invested Funds	158,000	786,897	628,897	498%
License and Permit Fees	100,000	129,769	29,769	130%
Other	714,583	952,996	238,413	133%
Fund Balance	4,075,895	-	-	-
Total Sources	\$ 16,986,822	\$ 10,295,306	\$ (2,615,621)	61%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,189,833	\$ 3,591,260	\$ 21,607	\$ 4,576,966	44%	44%
Acquisition, Restoration and Public Works	2,722,848	494,946	-	2,227,902	18%	18%
Operation and Maintenance of Lands and Works	2,701,117	1,724,465	-	976,652	64%	64%
Regulation	1,472,269	921,450	-	550,819	63%	63%
Outreach	75,000	140,698	-	(65,698)	188%	188%
Management and Administration	1,825,755	1,606,548	(2,922)	222,128	88%	88%
Total Uses	\$ 16,986,822	\$ 8,479,368	\$ 18,685	\$ 8,488,769	50%	50%

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 July 31, 2013, and covers the interim period since the most recent audited financial statements.

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Manager, Bureau of Administrative Services
DATE: August 27, 2013
RE: Renewal of Software License and Hardware Maintenance Contracts

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew software licenses and hardware maintenance contracts for Fiscal Year 2014 for a total amount not-to-exceed \$70,000.

BACKGROUND

Software programs and computer and network hardware are essential to the mission of the District. The following licensed software programs and hardware continue to be the backbone of the District and can be renewed individually at the costs shown below.

Software	Supplier	Renewal Cost
Oracle Database	Oracle, Inc.	\$10,000
GIS Arc/Info and Arc/View	ESRI, Inc.	\$45,000
Enterasys	Enterasys, Inc.	\$8,000
VMWare	VMWare, Inc.	\$7,000
Total		\$70,000

As the District's databases have matured and the software and computing resources have advanced, District staff has made more use of the data. A summary of the above software's uses is as follows:

- The Oracle Database software, provided by Oracle, Inc., and GIS Arc/Info and ArcView, provided by Environmental Systems Research Institute, Inc., (ESRI), have become essential tools used by the District for planning, inventorying, querying or analyzing data in an effort to resolve problems in a timely manner. This Oracle licensing is not related to that required for e permitting.
- Enterasys software and hardware allows for management and maintenance of the District's computer network.
- VMWare software allows for server virtualization, making it unnecessary to have a physical server for each application.

Funding for these agreements is included in the Fiscal Year 2014 budget. This recommendation is contingent upon final adoption of the Fiscal Year 2014 budget.

/gal

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: August 26, 2013
RE: Procurement of Office Supplies from State Approved Vendors

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to purchase office supplies and equipment from vendors on State of Florida Contract for a total not to exceed \$34,000 for Fiscal Year 2014.

BACKGROUND

The State of Florida conducted a competitive bid process and selected Office Depot and Staples as the low cost vendors for office supplies and equipment. As part of this bid process the successful vendors are required to extend discounted prices to agencies authorized to purchase off state contracts.

By "piggybacking" on the State of Florida contract, the District can avoid the cost of conducting its own bid process and can realize major discounts off catalog prices offered by the approved vendor(s) to government agencies.

Therefore, staff recommends the District purchase office supplies and equipment from the approved State of Florida vendors at the discounted price schedule in lieu of conducting an independent bid process.

This recommendation is contingent upon final adoption of the Fiscal Year 2014 budget.

gal

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Administrative Services Bureau Manager
DATE: August 26, 2013
RE: Declaration of Surplus Property and Disposition

RECOMMENDATION

District staff recommends the Governing Board declare the following list of property items as surplus and authorize staff to dispose of these property items in the most cost-effective means as determined by the District and authorized by Chapter 274.05, Florida Statutes.

BACKGROUND

Due to several factors, which include changes in technology, equipment compatibility concerns, high maintenance cost, and wear and tear over time, various property items owned by the District become functionally obsolete each year. The Florida Statutes recognize that property items do become functionally obsolete and provide a process of declaring property items as surplus, and for the disposition of this surplus property.

As provided by Florida Statutes, staff recommends the Governing Board declare the list of property items as surplus property and authorize staff to dispose of these surplus property items by either trading them when new items are purchased, offering them to other governmental units in the District, offering the property to private nonprofit agencies as defined in s. 273.01(3), by auction, or disposing as scrap. Any remaining electronic equipment will be properly recycled using A1 Assets, a recognized company by the State of Florida Department of Environmental Protection to properly recycle equipment.

/gal
enclosure

PROPOSED SURPLUS ITEMS (PAGE 1 OF 2)

Asset No.	Description	Quantity	Year Purchased	Purchase Price
570 576 580 582 584 588	Stevens Recorders	6	1982	\$1,004.00 ea.
1261 1263 1265 1267 1269 1271 1273 1275 1277 1279 1291 1293	Stevens Recorders	12	1988	\$1,580.08 ea.
2267	4-8GB/4MM Tape Drive	1	1997	\$1,180.00
2503	John Deer Tractor Mower	1	2000	\$3,784.32
2661	Sun Fire V120 Server – srwmdweb	1	2002	\$3,717.29
2806	Sun Tape Backup Unit	1	2004	\$5,749.31
2808	Fijitsu fi-4530c Imaging Scanner	1	2004	\$5,270.00
2446	Gateway Solo 9300 Laptop	1	2000	\$3,619.00
2753	Gateway M350E Notebook	1	2004	\$2,581.00
2790	Enterasys 48-port Ethernet Switch	1	2004	\$2,649.10
2792	ID Card Printer	1	2004	\$1,411.31
2793	Gateway 450XL Laptop	1	2004	\$2,022.00
2882	Dell Latitude D610 Laptop	1	2005	\$1,796.82
2886	Dell OptiPlex GX280 Desktop	1	2005	\$1,603.12
2909 2939	Dell OptiPlex GX620 Desktops	2	2005	\$1,932.14 ea.
2970	Dell OptiPlex GX745 Desktop	1	2006	\$1,533.14
2974	Dell Latitude D820 Laptop	1	2006	\$2,297.28
3001 3005 3009	Dell OptiPlex GX 745 Desktops	3	2006	\$1,971.72 ea.
3014	Dell PowerEdge 860 Server – clientbackup	1	2007	\$1,963.75
3018	Dell Latitude ATG D620 Laptop	1	2007	\$2,120.12
3020	Dell Latitude D820 Laptop	1	2007	\$2,058.70

PROPOSED SURPLUS ITEMS (PAGE 2 OF 2)

Asset No.	Description	Quantity	Year Purchased	Purchase Price
3038	Dell Latitude D830 Laptop	1	2008	\$1,700.30
3029	Dell ML6020 Tape Library	1	2007	\$24,911.09
3053 3055 3057	Dell OptiPlex 755 Desktops	3	2008	\$1,960.53 ea.
3075	Dell Latitude D830 Laptop	1	2008	\$1,452.92
3076	Dell Latitude D830 Laptop	1	2008	\$1,700.30
3081	Dell OptiPlex 755 Desktop	1	2008	\$1,958.54
3083	Dell Latitude D630 ATG Laptop	1	2008	\$2,034.00
3098	John Deer Lawn Tractor	1	2008	\$2,159.20
3122	Dell OptiPlex 755 Desktop	1	2009	\$1,421.29

MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: August 29, 2013

RE: Consideration of Resolution No. 2013-15 Authorizing Sale of the 43-acre Steinhatchee Rise Surplus Parcel in Dixie County

RECOMMENDATION

Staff recommends approval and execution of Resolution 2013-15 authorizing the sale of the 43-acre Steinhatchee Rise surplus parcel in Dixie County.

BACKGROUND

In June of 2010, the District Governing Board declared the 43-acre Steinhatchee Rise parcel in Dixie County as surplus property. Staff was directed to market the property and it was listed with Jim King Realty in Chiefland. This parcel was acquired as part of the 38,000 acre Rivers of the Big Bend purchase in 1996 from Foley Timber and Land for a price of \$548.00 per acre. The surplus land committee reviewed this offer at a publicly noticed meeting held on August 28, 2013

Jennifer Ellison has agreed to pay the District \$3,000 per acre for an estimated total of \$129,000. The parcel was appraised in September of 2010, and the valuation have been updated to August 30, 2013 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. A notice of intent to sell will be advertised in a local Dixie County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District council will prepare deeds and close the conveyance of property with Jennifer Ellison.

RR/pf

**STEINHATCHEE RISE SURPLUS PARCEL
PUBLIC HEARING SUMMARY**

TRACT: Steinhatchee Rise

COUNTY: Dixie

ACREAGE: 43 acres ±

TRACT DESCRIPTION: The Steinhatchee Rise parcel is dominated by planted slash pines set in 1999.

PARENT TRACT: Purchased in February 1996 as part of the Rivers of the Big Bend acquisition from the Foley Land and Timber Company, the 2,072-acre parent tract contains frontage on the Steinhatchee River and associated floodplain and wetlands. This proposal represents 2% of the parent tract.

ACCESS: The property has frontage along paved Dixie County Road 358

CURRENT ZONING: AG 3 – 1 unit per 10 acres

INTERESTS TO BE RETAINED: The buyer has requested the District not reserve the interest in the property's phosphate, minerals, metals and petroleum which would otherwise be reserved by the operation of Section 270.11, Florida Statutes.

TRANSACTION COSTS: The District will pay for full survey costs and for an owner's title insurance policy and its own attorney's fees.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 16% (7 acres)

100-year Floodplain: 27% (11.4 acres)

(b) Management Efficiency:

Except additional fire lines, no District management issues are expected as a result of this surplus action.

(c) Public Use:

There are no public use facilities on this parcel.

(d) Archaeological, Historical:

No Records are available on the archaeological history, but the parcel lies within a high probability zone.

Ecological Records: None Recorded

Protected Plants: None Recorded

Protected Animals: None Recorded

Exotic Plants: None Recorded

Natural Communities:	Upland Pine Forest	36 acres
	Bottomland Forest	7 acres

(e) Linkage:

This parcel is on the southeast side of the parent tract and accessed from a county paved road. No new acquisitions are planned in this area. The river corridor of the Steinhatchee River in Dixie County remains protected by the remainder of the parent tract.

(f) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire.

(g) Marketability:

The property is presumed to be marketable on the open real estate market.

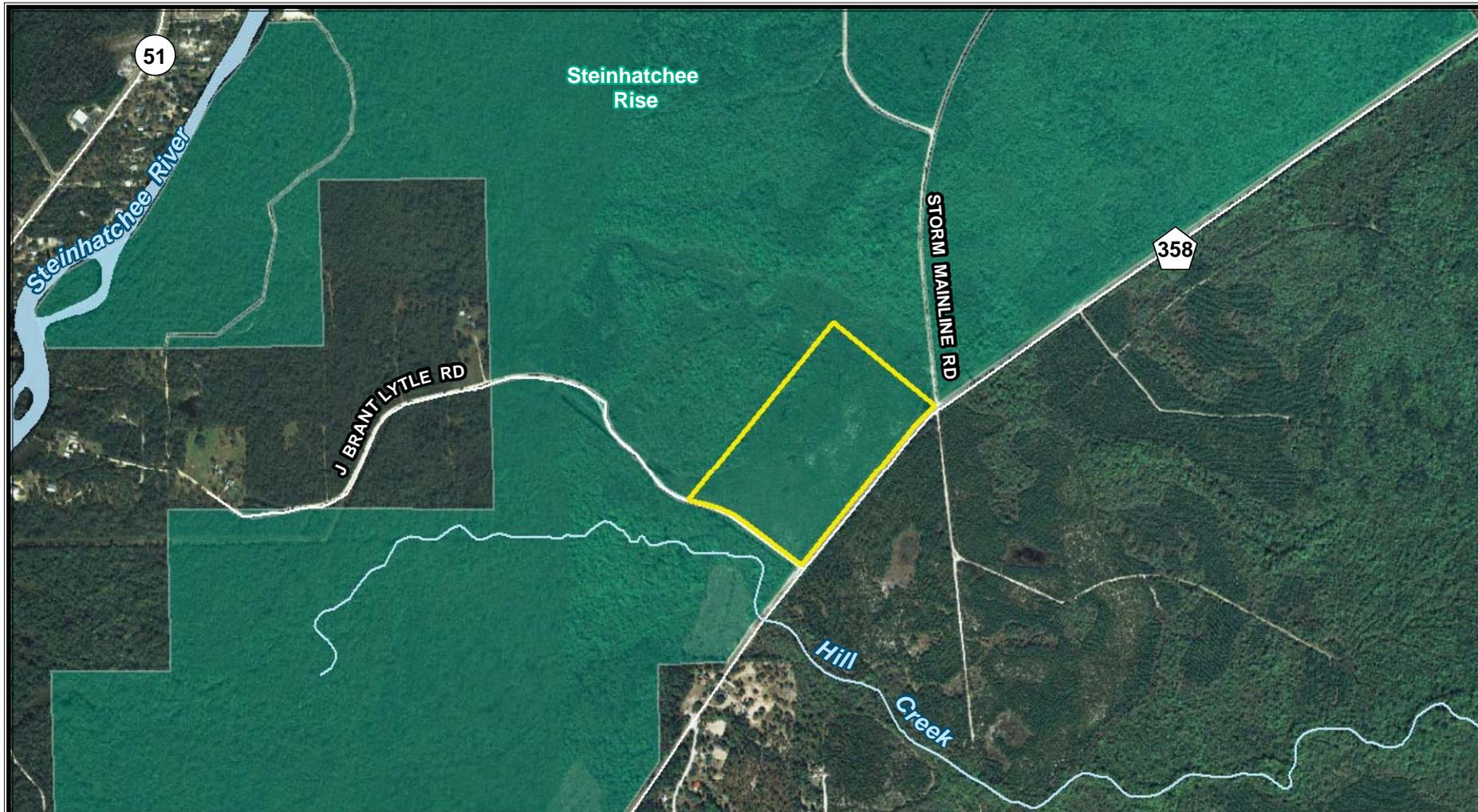
(h) Other Public Land Managers:

The District is the primary manager of Steinhatchee Rise Tract.

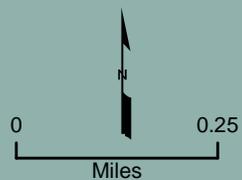
(i) Original Funding:

The tract was purchased with P2000 funds. Disposition of these lands must comply with the requirements of Section 259.101(6), F.S.

ANALYSIS: The 43 acres of the Steinhatchee Rise parcel is in compliance with Program Directive 2011-03 for consideration of a surplus property.



-  Surplus Land
-  SRWMD Fee Land

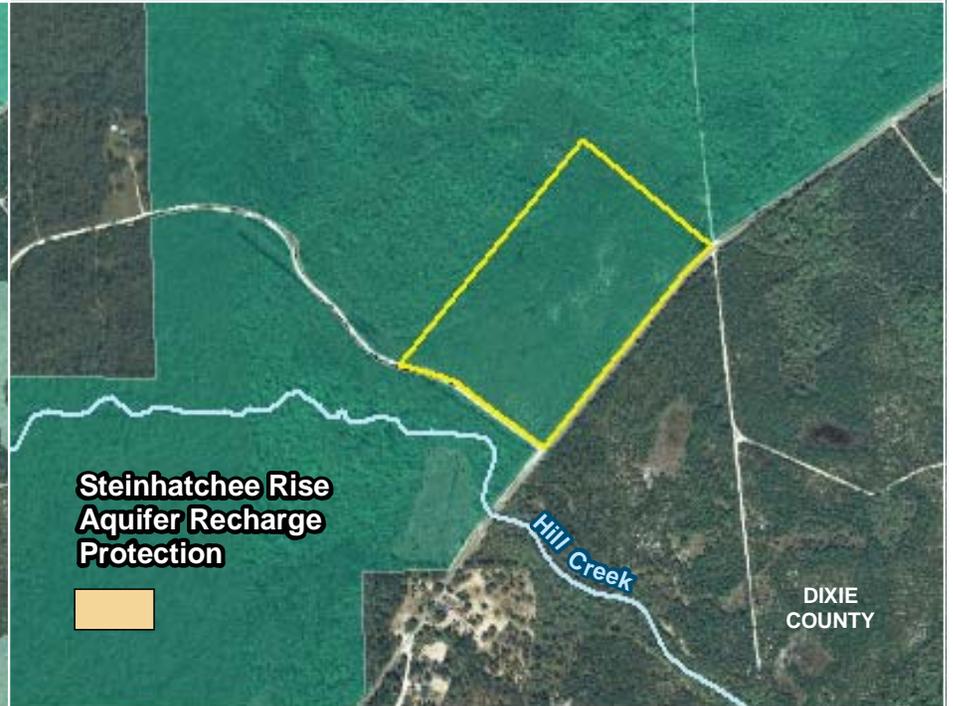
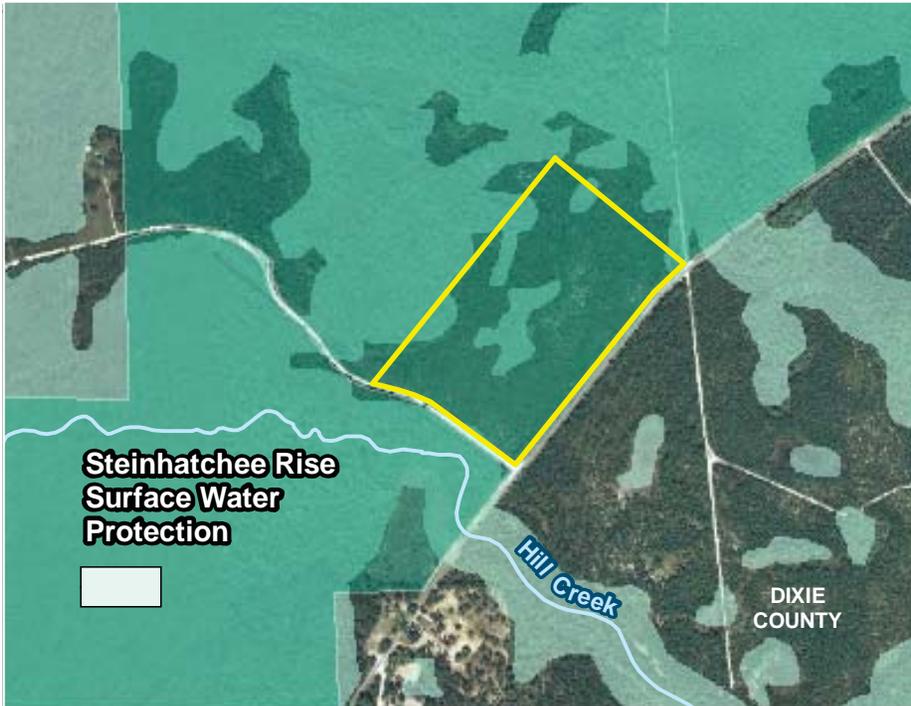
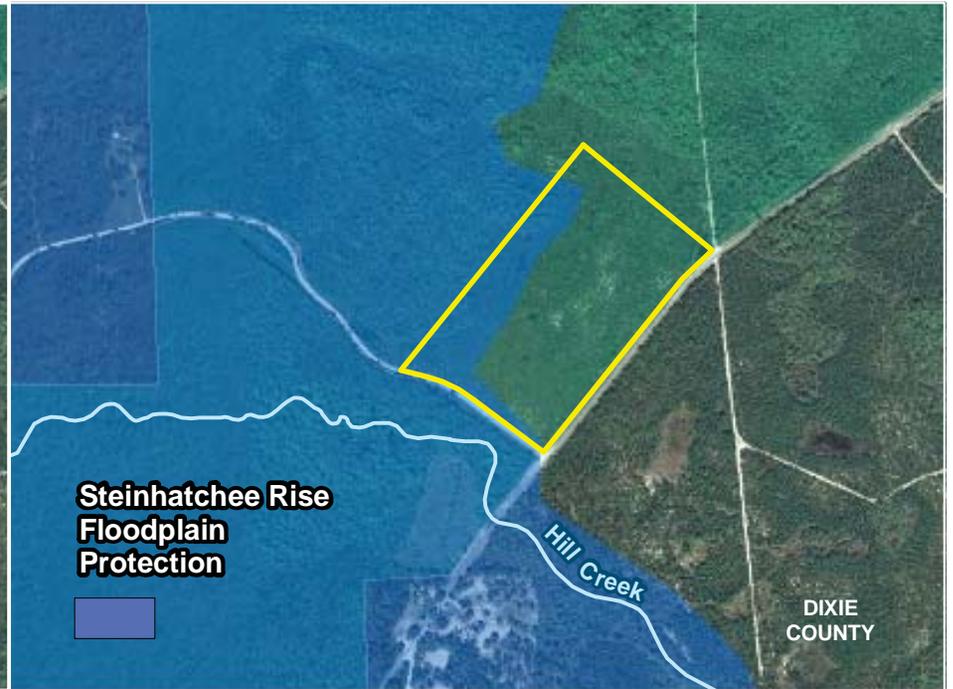
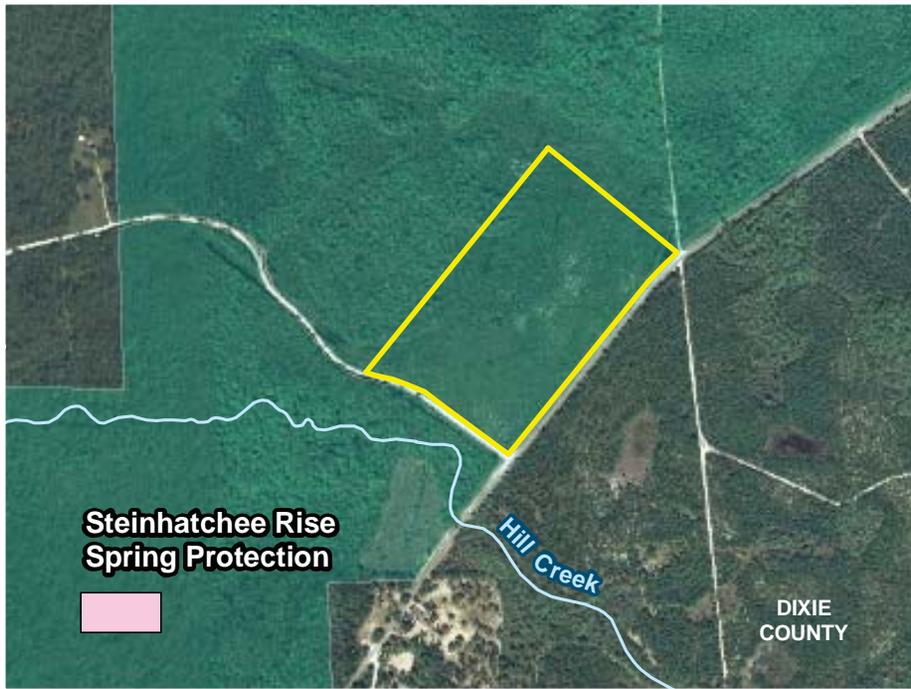


Surplus Lands Steinatchee Rise Dixie County, FL



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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Dixie 2006 NC 1FT Imagery.

PM: TD
GIS: GBH
PD: 06/21/2010



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2013-15

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A CONTRACT FOR
SALE OF SURPLUS DISTRICT LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

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

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.
 - C. A certified appraisal shows that the selling price set out in the

CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by W.B. Carlton and is dated September 1, 2013.

- D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
- A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
 - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.
 - iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.
5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 10TH DAY OF SEPTEMBER, 2013.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
GARY JONES
VIRGINIA H. JOHNS
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:

Exhibit A

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance
- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- DISTRICT's attorneys fees

BUYER shall pay for:

- Charges to record the deed of conveyance
- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

-BUYER's attorneys fees

Parties shall equally divide: -Cost of the SURVEY

6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
10. **ENVIRONMENTAL MATTERS:**
 - 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
- 13.1 For a default raised prior to the closing of this transaction:
- 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
- 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
- 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

environmental audit, if any.

14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
 - 18.1 The condition of title to the PROPERTY;
 - 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
 - 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
 - 18.4 The environmental condition of the PROPERTY;
 - 18.5 The amount and value of the timber on the PROPERTY, if any;
 - 18.6 The fitness of the PROPERTY for any particular use;
 - 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
 - 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF

CONTRACT FOR SALE OF REAL PROPERTY

Exhibit A

MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FORM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal

CONTRACT FOR SALE OF REAL PROPERTY

holiday.

- 40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Ann Shortelle
As its Executive Director

EXECUTED on this 29th day of JULY, 2013 by BUYER,
JENNIFER ELLISON.

Jennifer Ellison
Jennifer Ellison

STATE OF FLORIDA

COUNTY OF DIXIE

Acknowledged before me this 29 day of July, 2013, by JENNIFER ELLISON,
_____ who is personally known to me or who produced
_____ as identification.



Jaime L. NesSmith
MY COMMISSION # DD 936617
EXPIRES: October 28, 2013
Bonded-Thru Budget Notary Services

Jaime L. NesSmith
JAIME L. NESSMITH, Notary Public

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

Exhibit A

RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on _____, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
George T. Reeves
For the Firm

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MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: August 29, 2013
RE: Consideration of Resolution No. 2013-16 Authorizing Sale of the 79-acre Blue Sink Surplus Parcel in Suwannee County

RECOMMENDATION

Staff recommends approval and execution of Resolution 2013-16 authorizing the sale of the 79-acre Blue Sink surplus parcel in Suwannee County.

BACKGROUND

In September of 2009, the District Governing Board declared the 79-acre Blue Sink parcel in Suwannee County as surplus property. Staff was directed to market the property and listed the property with Poole Realty in Live Oak. This parcel was acquired as part of the 612 acre Blue Sink purchase in 1998 from Container Corporation for a price of \$877.00 per acre. The surplus land committee reviewed this offer at a publicly noticed meeting held on August 28, 2013

Matthew J. Fitzgibbon has agreed to pay the District \$2,100.00 per acre for an estimated total of \$168,000. The parcel was appraised in May of 2010, and the valuation was updated to June 15, 2013 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract equals the updated appraised value. A notice of intent to sell will be advertised in a local Suwannee County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District council will prepare deeds and close the conveyance of property with Matthew J. Fitzgibbon.

RR/pf

BLUE SINK SURPLUS PARCEL
PUBLIC HEARING SUMMARY

TRACT: Blue Sink

COUNTY: Suwannee

ACREAGE: 79 acres ±

TRACT DESCRIPTION: Nearly the entire Blue Sink tract is considered uplands. The west 40 acres is 1987 loblolly pine plantation that has recently been thinned by SRWMD, and the east half is similar-aged slash pine that also has undergone moderate harvesting of hardwoods.

PARENT TRACT: The 612-acre parent tract was purchased in December 1998 and contains frontage on the Suwannee River and associated floodplain and wetlands. This proposal represents approximately 13% of the tract.

ACCESS: The property is bisected by county graded 27th Road.

CURRENT ZONING: Environmentally Sensitive – 1 dwelling unit per 20 acres.

INTERESTS TO BE RETAINED: The buyer has requested the District not reserve the interest in the property's phosphate, minerals, metals and petroleum which would otherwise be reserved by the operation of Section 270.11, Florida Statutes.

TRANSACTION COSTS: The District will pay full survey costs and for an owner's title insurance policy and its own attorney's fees.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 19% (15 acres)

Surface Water Protection: 11% (9 acres)

100-year Floodplain: 4% (3 acres)

(b) Management Efficiency:

Public and land management access will remain from 27th Road. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use:

There are no public use sites on this proposed parcel.

Archaeological, Historical: No Records

Ecological: No Records

Protected Plants: No Records

Protected Animals: Six Gopher Tortoise sightings

Exotic Plants: No Records

Natural Communities:	Sand Hill	70 acres
	Floodplain Swamp	9 acres

(d) Linkage:

This parcel is on the edge of the parent tract. Proposed new acquisitions along the Suwannee River would not be affected by this proposal.

(e) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire.

(f) Marketability:

The property is presumed to be marketable on the open real estate market.

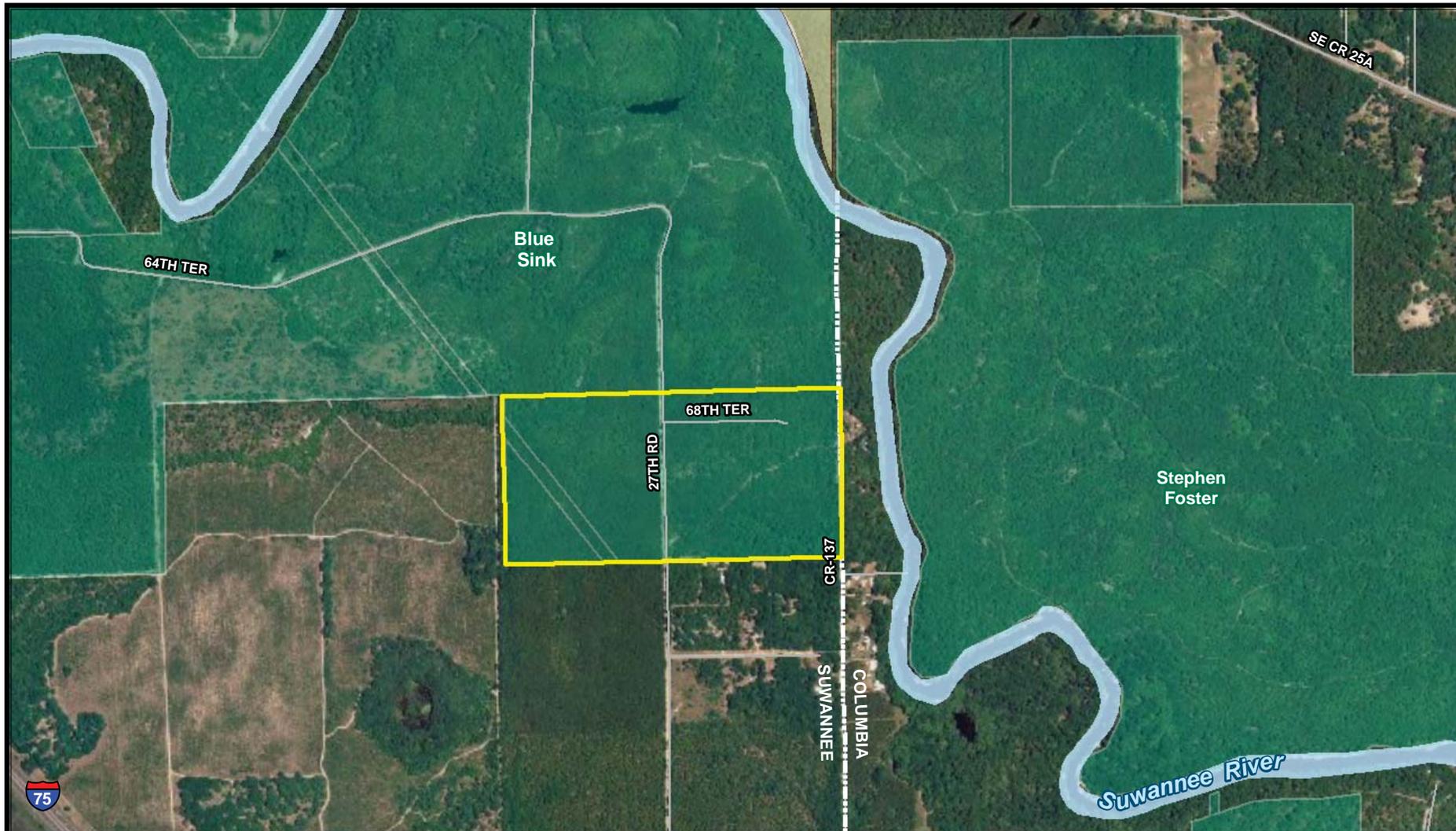
(g) Other Public Land Managers:

The District is the primary land manager.

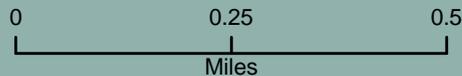
(h) Original Funding:

This tract was purchased with Water Management Lands Trust Funds.

ANALYSIS: The 79 acres of the Blue Sink parcel is within the parameters in Program Directive 2011-03 to be sold while without restrictions.



-  Surplus Land
-  SRWMD Fee Land
-  Fee Ownership Other Agencies

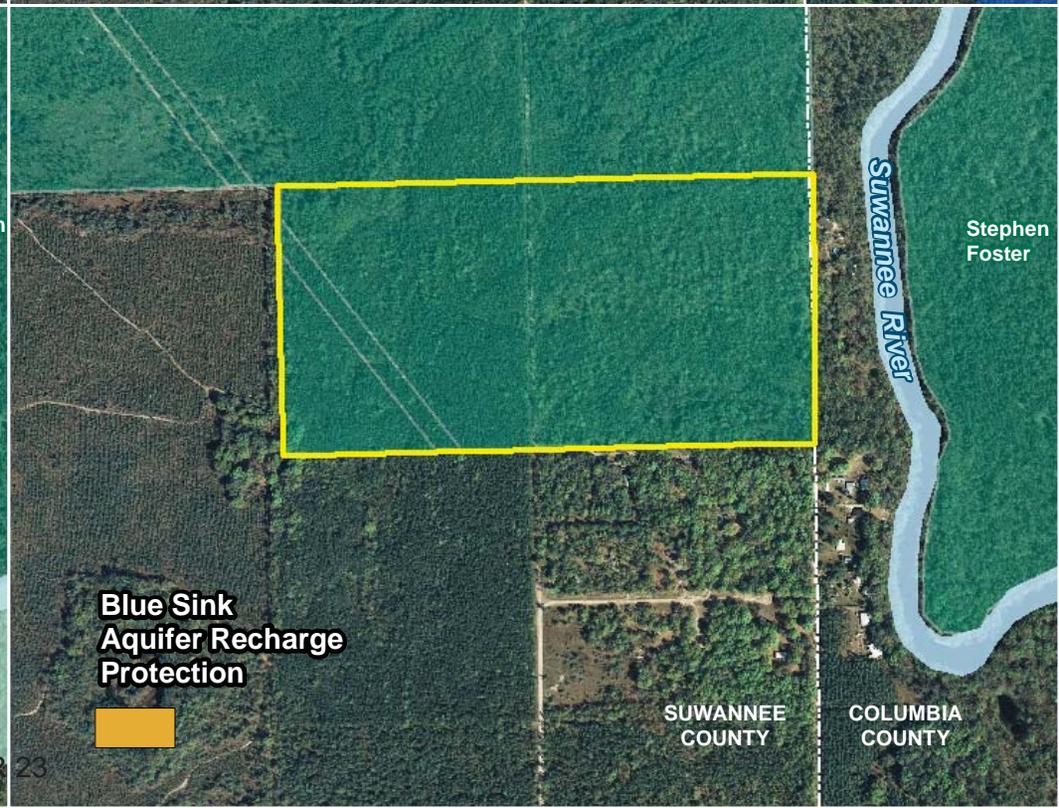
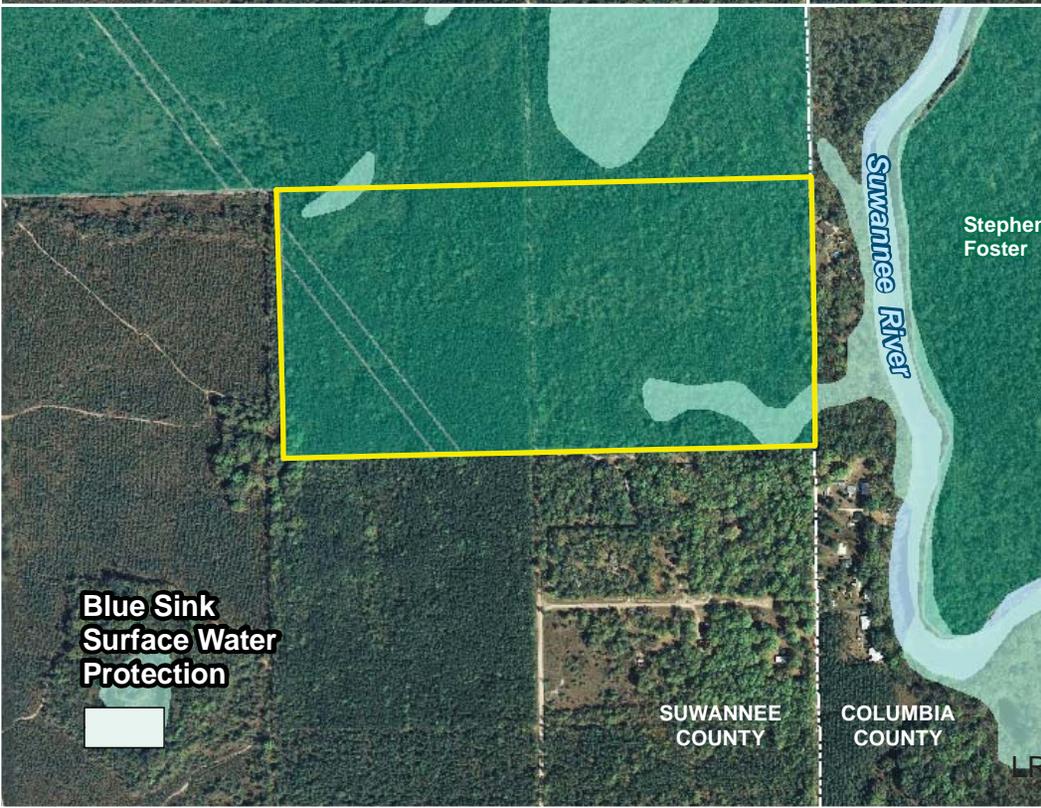
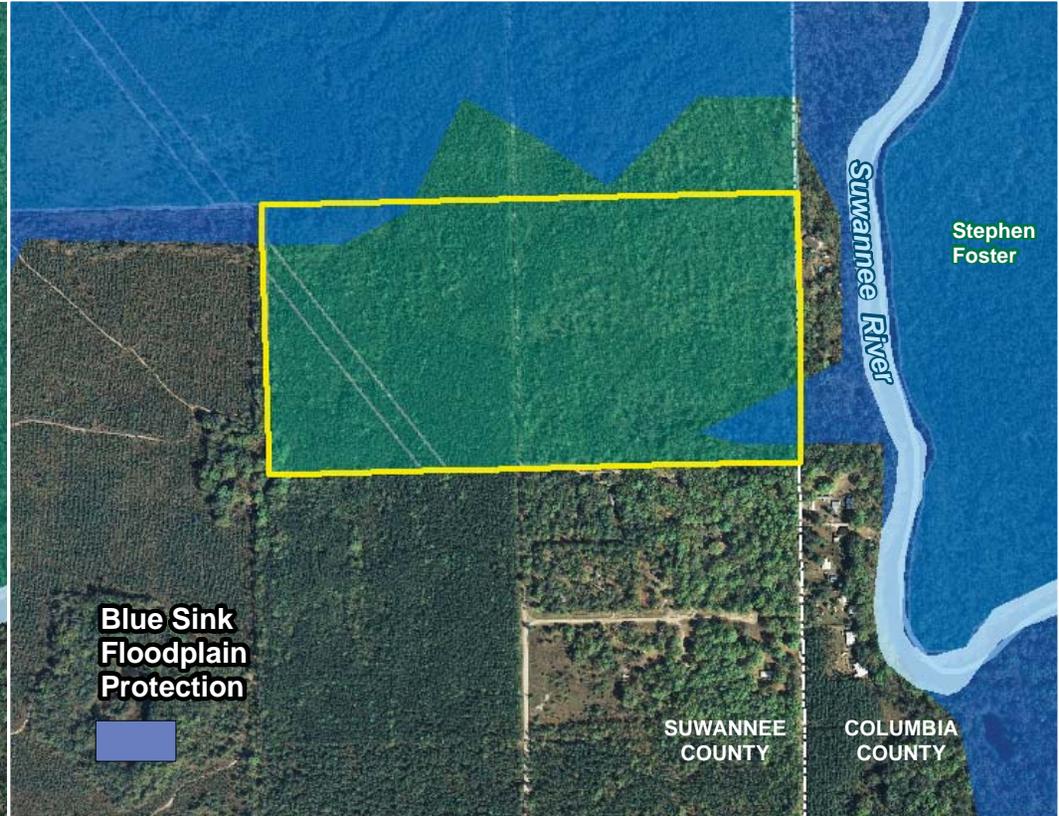
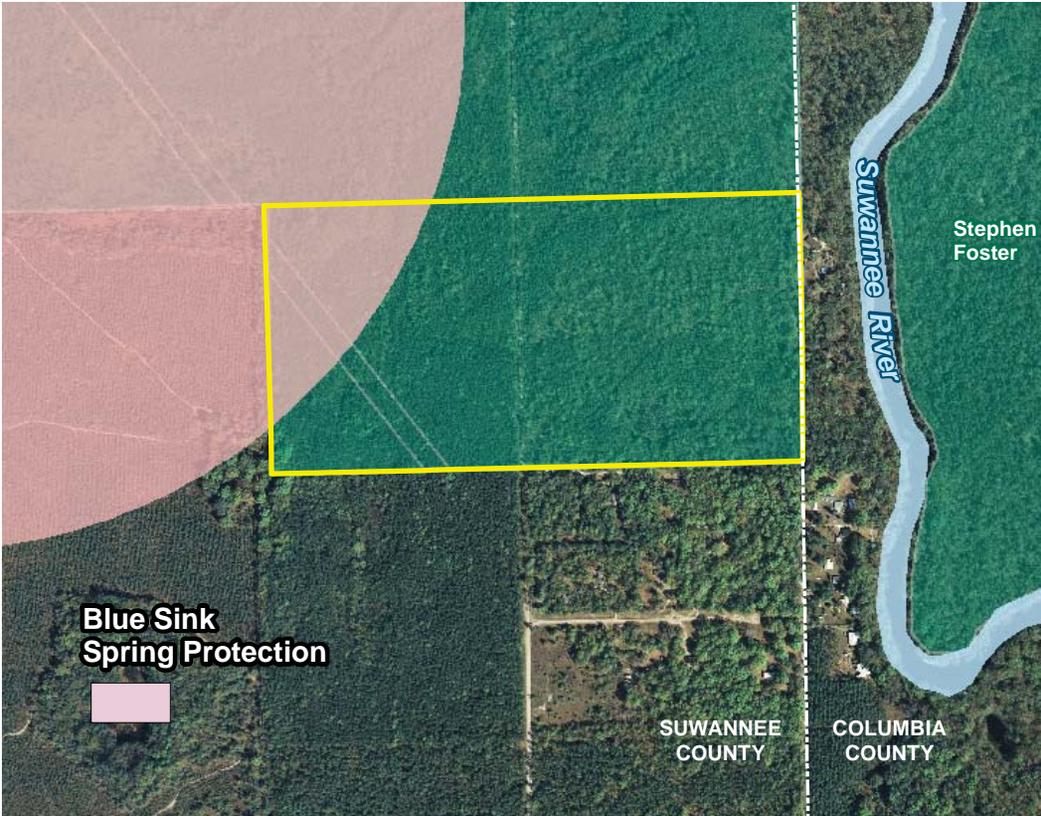


Surplus Lands Blue Sink Suwannee County, FL



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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. 2009 ESRI i-cubed, GeoEye 500 M

PM: TD
GIS: GBH
PD: 06/28/2010



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2013-16

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A CONTRACT FOR
SALE OF SURPLUS DISTRICT LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

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

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.
 - C. A certified appraisal shows that the selling price set out in the

CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Hale & Brannon Appraisals and is dated June 15, 2013.

- D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
- A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
 - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.
 - iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.
5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 10TH DAY OF SEPTEMBER, 2013.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
GARY JONES
VIRGINIA H. JOHNS
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:

Exhibit A

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property as generally described on the Exhibit "A" hereto.

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance
- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- DISTRICT's attorneys fees

BUYER shall pay for:

- Charges to record the deed of conveyance
- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years

Exhibit A

-BUYER's attorneys fees

Parties shall equally divide: -Cost of the SURVEY

6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
10. **ENVIRONMENTAL MATTERS:**
 - 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER

Exhibit A

shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
 - 13.1 For a default raised prior to the closing of this transaction:
 - 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
 - 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
 - 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's

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environmental audit, if any.

14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted by the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
 - 18.1 The condition of title to the PROPERTY;
 - 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
 - 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
 - 18.4 The environmental condition of the PROPERTY;
 - 18.5 The amount and value of the timber on the PROPERTY, if any;
 - 18.6 The fitness of the PROPERTY for any particular use;
 - 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
 - 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided

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to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

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28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF

Exhibit A

MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FORM LEAD BASED PAIN THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal

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holiday.

- 40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

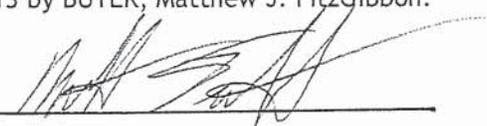
EXECUTED on this _____ day of _____, 2013 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Ann Shortele, PhD
As its Executive Director

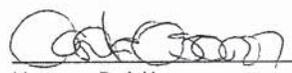
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EXECUTED on this 5TH day of August, 2013 by BUYER, Matthew J. FitzGibbon.

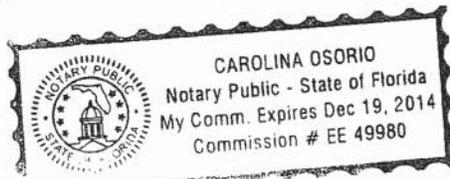
BY: 

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this 05 day of August, 2013, by Matthew J. FitzGibbon who is personally known to me or who produced DLTC as identification.


Notary Public

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



RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on August _____, 2013.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
George T. Reeves
For the Firm

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

Exhibit A

Exhibit A
to
Contract for Sale of Real Property
Property Description

Suwannee Water Management District to FitzGibbon dated August, 2013.

“Property” means an area of approximately 80 acres within that certain real property located in Suwannee County, Florida, having Tax Parcel ID No. 10-02S-15E-0011400.3000 (such parcel being 240 acres with a Suwannee Water Management District commonly known as “Blue Sink”) such area being generally enclosed by the following boundaries:

- (1) commencing on the far southeastern corner of Blue Sink (the “Southeastern Corner”), and proceeding in westerly along the bottom border of Blue Sink for approximately 2,600 feet (and crossing 27th Road) (the “Southwestern Corner”); and
- (2) proceeding from the Southwestern Corner northerly, along the Blue Sink parcel line for approximately 1,300 feet (the “Northwestern Corner”), the Northwestern Corner being approximately at a point where the Blue Sink property line turns 90 degrees and heads in a westerly direction; and
- (3) proceeding from the Northwestern Corner easterly for approximately 2,600 feet (crossing 27th Road) to the eastern Blue Sink property (the “Northeastern Corner”), the line from the Northwestern Corner to the Northeastern Corner being approximately parallel to the line between the Southeastern Corner and the Southwestern Corner; and
- (4) proceeding from the Northeastern Corner southerly along the eastern Blue Sink Property line for approximately 1,300 feet to the Southeastern Corner.

AMENDMENT TO CONTRACT FOR SALE OF REAL PROPERTY

This Amendment to Contract for Sale of Real Property (the "Amendment") is made this 22 day of August, 2013 (the "Effective Date"), by and between Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes (the "District") and Matthew J. FitzGibbon ("Buyer").

BACKGROUND

This Amendment is provided by Buyer contemporaneously with Buyer's execution and delivery of that certain Contract for Sale of Real Property (the "Purchase Agreement") concerning a to-be-surveyed 80 acre parcel within the District's Blue Sink property, as part of the offer made pursuant to the Purchase Agreement. Entry of this Amendment simultaneously with the execution of the Purchase Agreement shall be a condition precedent to the District's entry and acceptance of the offer made by Buyer in accordance with the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Amendment and Controlling Terms.** The Purchase Agreement is hereby amended and modified as expressly set forth herein. To the extent that any terms of this Amendment and the Purchase Agreement conflict, the express terms, conditions and provisions of this Amendment shall govern. Except as expressly set forth herein, the terms and conditions of the Purchase Agreement shall remain in full force and effect.
2. **Definitions.** Unless expressly defined herein, all capitalized terms used in this Amendment shall have the respective meanings set forth in the Purchase Agreement. The term "Contract" as used in the Purchase Agreement shall for all purposes refer to the Purchase Agreement as amended by this Amendment.
3. **Section 5 of the Purchase Agreement.** In addition to the expenses payable by the District in accordance with Section 5 of the Purchase Agreement, the District shall pay: (A) documentary stamp and surtax, if any, which are required to be affixed to or paid in connection with the deed; (B) the cost of recording any corrective instruments; and (C) the entire cost of the Survey.
4. **Section 23 of the Purchase Agreement.** All gates, fences and other improvements currently at or affixed to the Property shall remain on the Property and be transferred to Buyer at Closing.
5. **Interests Under F.S. §270.00 and Section 38 of the Purchase Agreement.** The District shall waive and elect not to reserve the rights and interests set forth in Section 270.11, Florida Statutes (reservation of mineral rights), in the deed of conveyance.
6. **Assignment.** Not less than five (5) days before Closing, Buyer may, by written notice to the District, assign his rights and interests herein to an entity for which he holds not less than fifty one percent (51%) of the voting equity interests; provided, that, notwithstanding any such assignment, Buyer shall remain liable for such assignee's performance of Buyer's obligations hereunder.
7. **Miscellaneous.** This Amendment shall be governed in all respects by the laws of the State of Florida without giving effect to the principles of conflicts of law thereof. This Amendment and the Purchase Agreement set forth the entire understanding of the parties concerning the subject matter of this Amendment and the Purchase Agreement and they incorporate all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Amendment and the Purchase Agreement other than those set forth herein and therein. No alteration, amendment, change or addition to this Amendment shall be binding upon any party unless in writing and signed by the party to be charged. No purported waiver by any party of any default by another party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein. The captions and paragraph numbers appearing in this Amendment are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Amendment.

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8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the day and year first above written.

District: Suwannee River Water Management
District

Buyer:

By: _____
Ann Shortelle, PHD, Executive Director



Matthew J. FitzGibbon

MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: August 29, 2013

RE: Consideration of Resolution No. 2013-17 Authorizing Conveyance of 0.40 acres to Hamilton County for Hunter Creek Bridge Widening Project

RECOMMENDATION

Staff recommends the Governing Board approve and execute Resolution Number 2013-17, declaring 0.40 acres of the Hunter Creek tract as no longer needed for District purposes and approve the conveyance to Hamilton County at no charge.

BACKGROUND

The District owns 275 acres of land on both sides of Hunter Creek in Hamilton County. The County has requested a 25 by 700 foot strip (0.40 acres) of land on the northeast side of the of the existing County Road 135 right of way. Hamilton County is resurfacing the roadway and widening the bridge at Hunter Creek. The County originally requested a 25 by 700 foot easement. After review, land management staff suggests conveying the strip since District ownership within the right of way is not needed and conveyance may lessen future liability to the District. This strip will allow for road shoulders and bridge widening and provide a safer highway. The County has recently awarded a \$2.74 million bridge construction project to a private contractor and needs the strip to begin construction.

The Land Committee reviewed the request for conveyance of this tract at the August 28, 2013 meeting and recommended that the conveyance be sent to the Governing Board for approval. The surveying and design work is being completed by the County and will be used to provide a legal description to convey this strip of land.

RR/pf



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2013-17

**RESOLUTION APPROVING THE CONVEYANCE OF
LAND OWNED BY THE DISTRICT
TO HAMILTON COUNTY**

WHEREAS, the Suwannee River Water Management District owns certain real property located in Hamilton County, Florida and

WHEREAS, the Property is no longer needed for District purposes and thus, pursuant to Art. X, Sec. 18, Florida Constitution, the Property may be disposed of by the District as provided by law; and

WHEREAS, the Property is not required by the District for its purposes and thus, pursuant to Section 373.056(4), Florida Statutes, the District may convey the Property to another public entity on such terms and conditions as the Governing Board of the District may determine; and

WHEREAS, Hamilton County, a political subdivision of the State of Florida, (the "Public Entity") has requested that the Property be conveyed to them at no charge, to be used for the following purposes:

Hunter Creek Bridge Widening Project

(the "Public Purposes"); and

WHEREAS, such conveyance is in the public interest, for the public convenience and welfare, and for the public benefit and consistent with the District's plan of acquisition.

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

- (1) The above recitals are hereby incorporated herein by reference and constitute the findings of the Governing Board.
- (2) The conveyance of the Property to the Public Entity for no charge is hereby approved.
- (3) The Chair and Secretary of the Governing Board, the Executive Director and all other officials of the District are hereby authorized and directed to execute a deed to the Public Entity for the Property and all other closing and other documents reasonably necessary to close such transaction.
- (4) The deed to the property shall contain a reverter clause which provides that ownership of the Property shall immediately revert to the District should the property ever cease being used for the Public Purposes.

PASSED AND ADOPTED THIS 10th DAY OF SEPTEMBER, 2013 A.D, WITH NO LESS THAN TWO (2/3) THIRDS OF THE MEMBERS OF THE GOVERNING BOARD VOTING IN FAVOR.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
GARY JONES
VIRGINIA H. JOHNS
VIRGINIA SANCHEZ
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: August 26, 2013
RE: Exchange of Property Interests with Doug Anderson

RECOMMENDATION

Staff recommends the Governing Board authorize staff to commence detailed assessment and negotiations for an exchange of property interests with Doug Anderson.

BACKGROUND

In this proposed exchange, the District would retain a conservation easement over the 122-acre Pine Landing tract and convey the fee simple interest to Doug Anderson. Doug Anderson would convey a conservation easement to the District on its 98-acre tract.

The District's 122 acre Pine Landing tract has a recorded access easement but is not open to the public. An exchange of property interests would reduce land management costs and continue to protect 0.49 miles of Suwannee River frontage and preserve 220 acres of floodplain forest intact under perpetual conservation easement protection.

Tract Name	Acres +/-	River Miles	Conservation Easement terms	% in 100-Year	Rights to be Retained by SRWMD
Doug Anderson	98	0	Floodplain Preservation	98 acres (100%)	Conservation Easement
SRWMD Pine Landing	122	.49	Floodplain Preservation	122 acres (100%)	Conservation Easement

With Governing Board approval, staff will work with Doug Anderson to further define the conservation easement, research the title, and procure appraisals as needed for these properties. Our approach will be based on a value for value exchange. If negotiations are successful, the Lands Committee and Governing Board will have the opportunity for final approval of terms for a property interests exchange.

RR/pf

PARCEL ASSESSMENT SUMMARY

TRACT: Doug Anderson Exchange

SELLER: Suwannee River Water Management District

COUNTY: Dixie

RIVER FRONTAGE: 0

ACREAGE: 98 acres +/-

WATER RESOURCE PROTECTION:

Floodplain: 99% (97 acres)

Surfacewater: 73% (72 acres)

Aquifer Recharge: 0%

Springs Protection: 0%

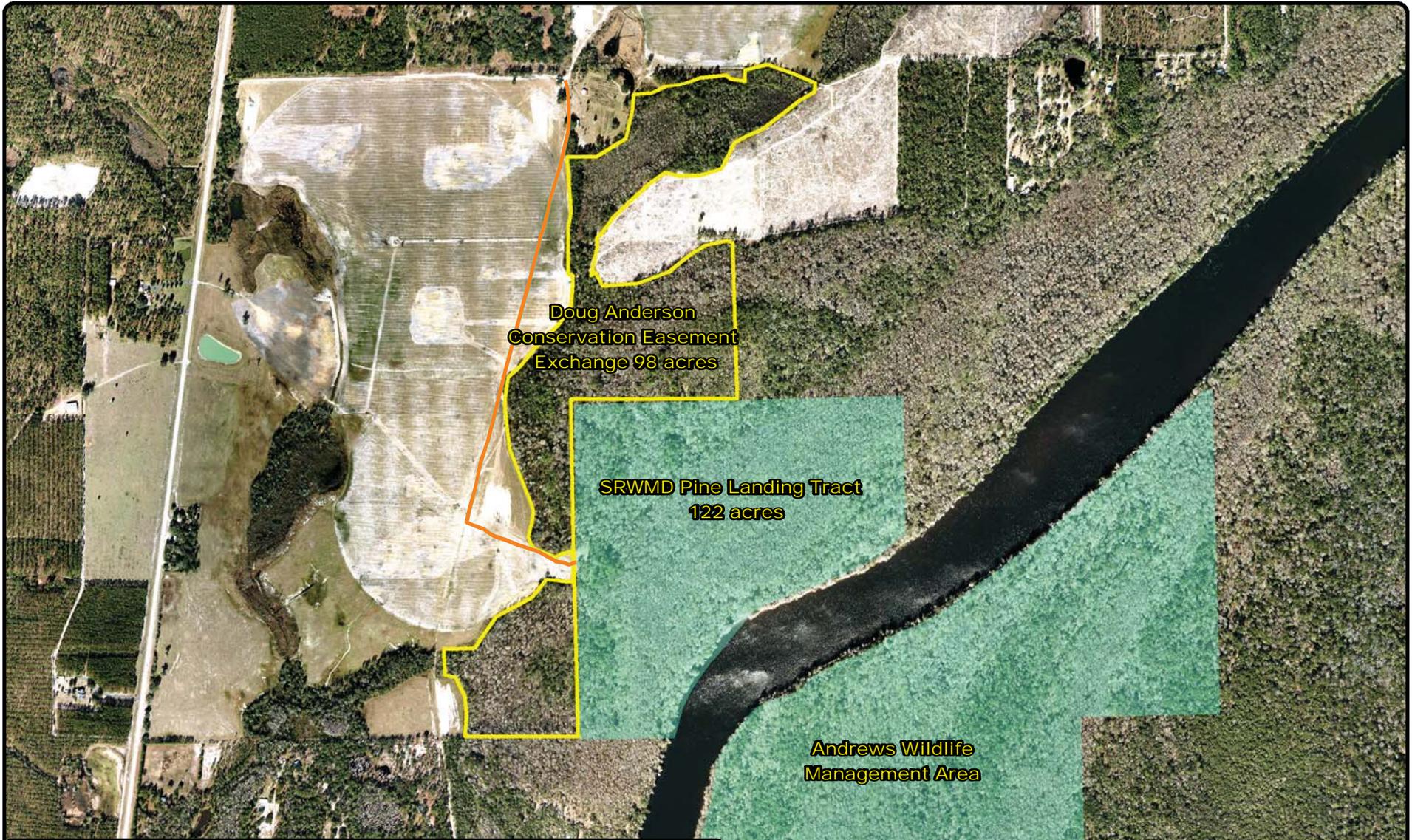
TRACT DESCRIPTION: The tract is located across the river from Andrews Wildlife Management Area. These floodplain lands buffer the District's 122 acre Pine Landing riverfront tract lying in the 100-year floodplain and support a good quality bottomland, hardwood forest and river slough.

ACCESS: The landowner will grant access to the District for the purposes of monitoring the conservation easement.

OUTSTANDING INTERESTS: Clear title is reported at this time.

MANAGEMENT ALTERNATIVES: The primary management objective would be to maintain the District's floodplain protection lands along the Suwannee River. Under a conservation easement the entire tract (forested floodplain) would be perpetually protected from timber harvesting, subdivision or conversion.

CURRENT ASKING PRICE: Owner's representative is seeking to exchange a conservation easement on 98 acres for the fee interest in the District's Pine Landing tract with a perpetual conservation easement retained by the SRWMD.



**Doug Anderson Exchange
Conservation Easement
Dixie County**

September 2013

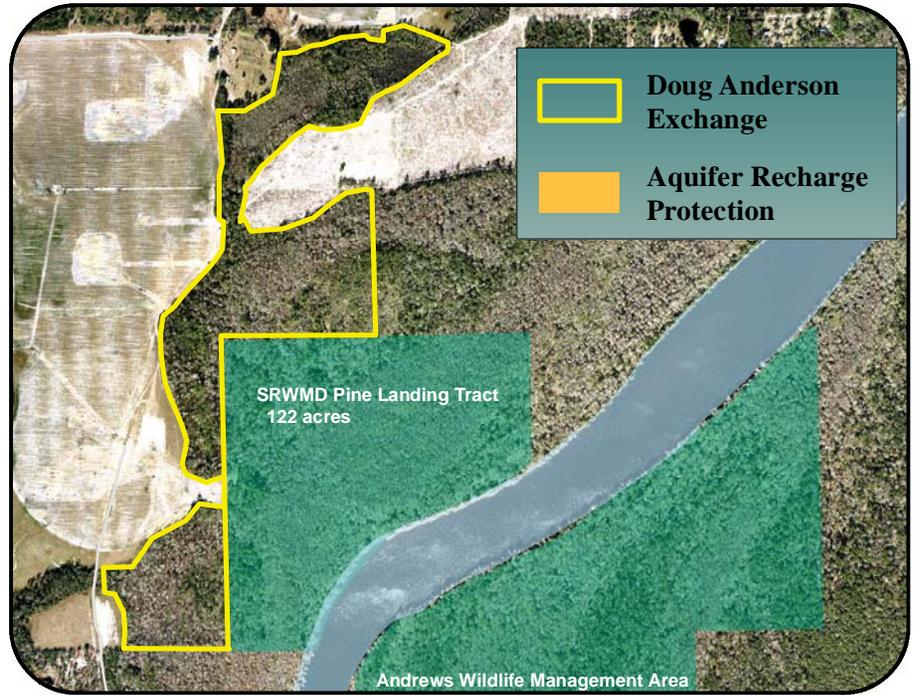
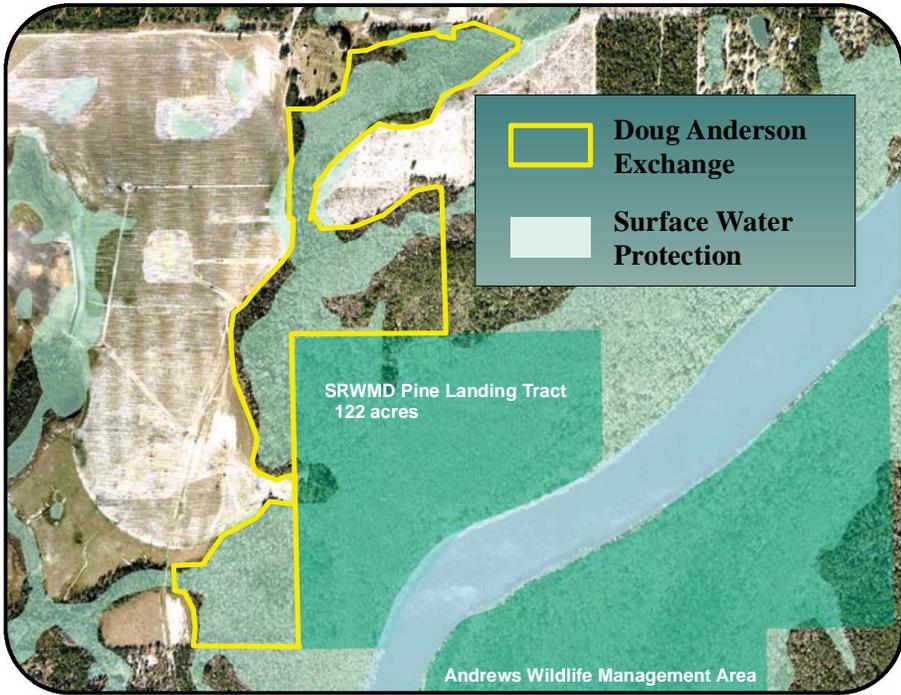
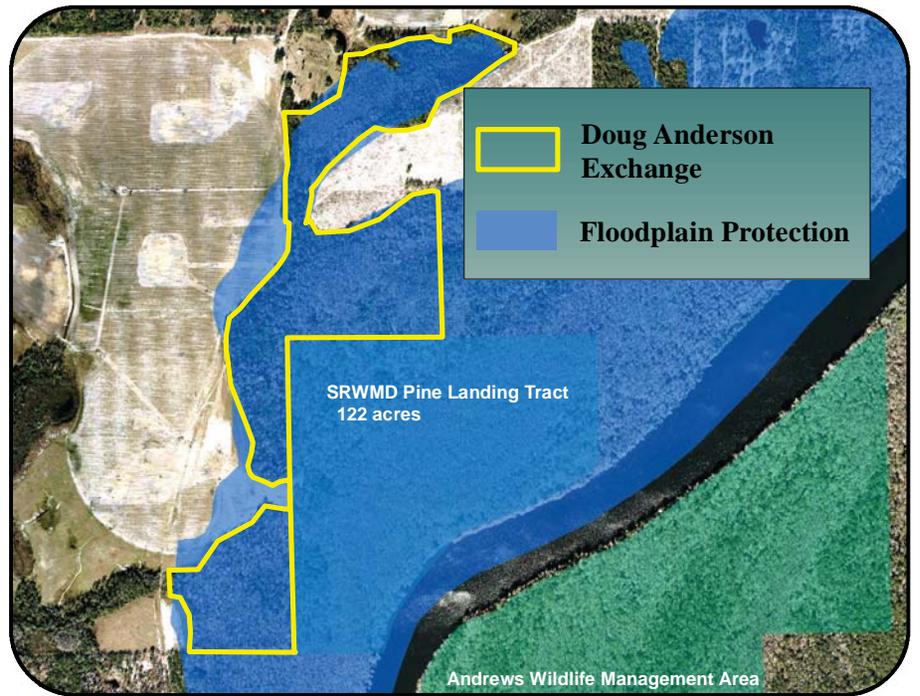
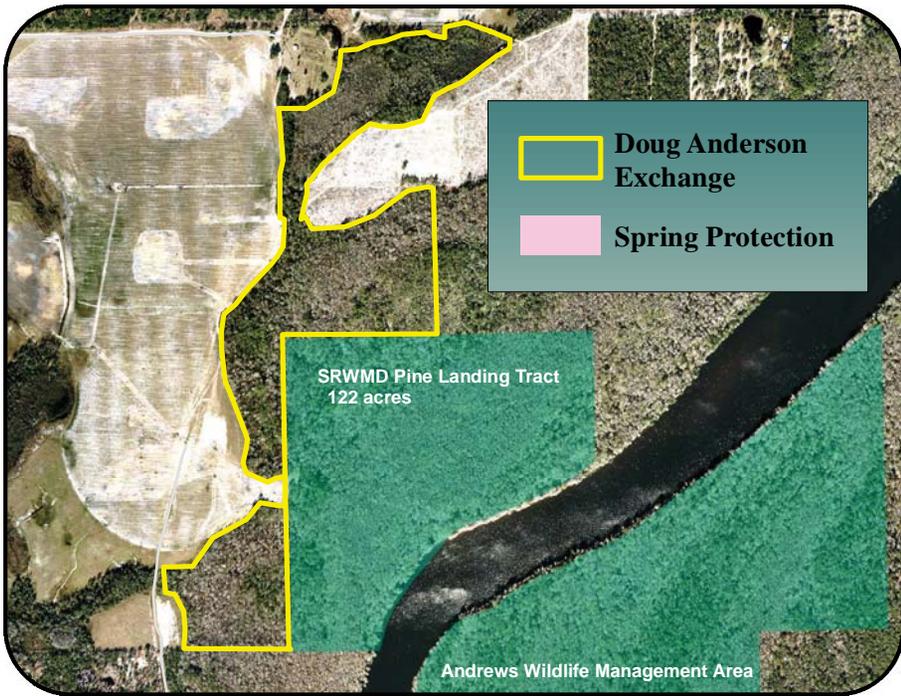


- SRWMD Ownership
- Doug Anderson Exchange
- Access Easement



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: Charlie Houder, Director, Division of Land Resources
DATE: August 26, 2013
RE: Florida Forest Service Twin Rivers State Forest Budget

RECOMMENDATION

Staff recommends approval of the Twin Rivers State Forest Budget submitted by the Florida Forest Service (FFS) for Fiscal Year 2014 for an amount not to exceed \$148,435.

BACKGROUND

The District has leased approximately 12,585 acres to FFS for comprehensive management within Twin Rivers State Forest (TRSF) located in Hamilton, Suwannee and Madison counties. The lease allows the FFS to sell District-owned timber from TRSF to offset the management costs of the Forest. Excess revenues, if any, from these sales are retained by the District.

The enclosed budget for Twin Rivers is \$138,435 for the state expenses (\$11 per acre). The District will also pay, from TRSF timber sales proceeds, approximately \$10,000 for contract vendors for work on the forest due to state spending authority limitations on FFS. This expense for private contractors is anticipated for road maintenance and public use.

This overall budget represents a reduction of \$37,565 or almost \$3 per acre from the FY 2013 budget. The funding for these projects is included in the FY 2014 budget and this recommendation is contingent upon final adoption of the FY 2014 budget.

RH/pf

Twin Rivers State Forest
2013-14 Budget Request

Expense

Fuel	\$9,000.00
Equipment Maintenance	\$10,000.00
Utilities	\$3,500.00
Supplies (Office, Shop, Field)	\$8,000.00
Uniforms	\$1,800.00
Inmate Crew	\$6,000.00
Total	\$38,300.00

Salaries & Benefits

Foresters	\$61,684.00
Forest Rangers	\$38,451.00
Total	\$100,135.00

Resource Operations/Maintenance

Anderson Springs Recreational Area	
Road Maintenance (Limerock)	
Reforestation Needs	\$10,000.00
Total	\$10,000.00

Grand Total \$148,435.00

MEMORANDUM

TO: Governing Board
FROM: Charlie Houser, Director, Division of Land Resources
DATE: August 26, 2013
RE: Florida Forest Service Cooperative Management Agreement

RECOMMENDATION

Staff recommends authorization to continue the Cooperative Management Agreement with the Florida Forest Service (FFS) for Fiscal Year 2014 for an amount not to exceed \$25,000.

BACKGROUND

The Cooperative Management Agreement is intended to allow the District to acquire services from the Florida Forest Service (FFS) to manage District-owned lands for the least possible cost. Most recently, it has been used to fund prescribed burning activities on lands not under lease.

Staff from the FFS is planning to burn 1,000 acres in Fiscal Year 2014 in the Perry FFS District (Areas west of the Suwannee River). This service will be charged to the District at \$25 per acre burned plus equipment cost, if needed. These services would complement acres being burned by private contractors.

The \$25,000 funding for these projects is included in the Fiscal Year 2014 budget and this recommendation is contingent upon final adoption of the Fiscal Year 2014 budget.

RH/pf

MEMORANDUM

TO: Governing Board Members

FROM: Charlie Houder, Director, Division of Land Resources

DATE: August 26, 2013

RE: Cooperative Management Agreement for Andrews Tract with Florida Fish and Wildlife Conservation Commission

RECOMMENDATION

Staff recommends approval and execution of the Cooperative Management Agreement with the Florida Fish and Wildlife Conservation Commission (FWC) for the approximately 577 acre Andrews Tracts in Levy County

BACKGROUND

The District has leased approximately 577 acres to FWC for comprehensive management within Andrews Wildlife Management Area since 1986. The original lease has expired.

The attached Cooperative Management Agreement will replace the old lease and update the terms of the Agreement. The term of the Agreement is for 25 years with renewals of the same term unless terminated by the parties. The management of the tract is funded solely by FWC. Management must be in compliance with the adopted plan for Andrews Wildlife Management Area.

The Cooperative Management Agreement designates FWC as the lead manager for all activities on the property. The District reserves the right to conduct water management activities on the property.

RH/pf

FWC Contract No. _____

SRWMD Contract No. _____

COOPERATIVE MANAGEMENT AGREEMENT

Andrews Tract

THIS COOPERATIVE MANAGEMENT AGREEMENT is made and entered into this _____ day of _____, 2013, between the Governing Board of the **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 9225 County Road 49, Live Oak, Florida 32060 (herein called the "DISTRICT") and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, a public body of the State of Florida, whose mailing address is Farris Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter called the "COMMISSION").

WITNESSETH

WHEREAS, the DISTRICT owns certain real property in Levy County, Florida more particularly described in Exhibit "A" (the "PROPERTY") which is commonly referred to as the Andrews Tract and

WHEREAS, pursuant to Section 373.1391, Florida Statutes, the DISTRICT is required to manage and maintain its property, to the extent practicable, in such a way as to ensure a balance between public access, general public recreational purposes, and restoration and protection of their natural state and condition; and

WHEREAS, pursuant to Section 373.1401, Florida Statutes the DISTRICT is allowed to contract with a governmental or non-governmental person or entity for the improvement, management, or maintenance of its property; and

WHEREAS, prior to the DISTRICT's acquisition of the PROPERTY, the PROPERTY was the subject of a Multiple Party Agency Lease between the Board of Trustees for the Internal Improvement Trust Fund to various agencies of the State of Florida including the COMMISSION and the DISTRICT; and

WHEREAS, the DISTRICT and the COMMISSION desire for the COMMISSION to continue to manage the PROPERTY; and

WHEREAS, the parties desire to enter into a contract by which the COMMISSION may improve, manage and maintain the PROPERTY; and

WHEREAS, the parties have reached an agreement between them concerning the matters set out herein and wish to commit such agreement to writing and thereby make an enforceable contract between them.

NOW, THEREFORE, the parties heretofore and in consideration of the premises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

1. Subject to the terms, conditions and limitations set forth in this Agreement, the DISTRICT hereby conveys management responsibilities to the COMMISSION and COMMISSION hereby accepts management responsibilities from the DISTRICT of the PROPERTY described in Exhibit "A" for the purposes and in the manner hereinafter set forth.
2. The initial term of this Agreement is for a period of twenty-five (25) years, commencing on _____, 2013 and ending on _____, 2038. Thereafter, this Agreement shall be automatically renewed in twenty-five year increments, unless terminated as otherwise set forth herein.
3. The purpose of this Agreement shall be to designate the COMMISSION as the lead management entity for the PROPERTY. The COMMISSION shall have the right to manage the habitat on the PROPERTY for the benefit of wildlife and take specific management actions including, but not limited to prescribed burning, discing, planting and mowing, along with other allowable uses as set forth in the management plan entitled "A Management Plan for Andrews Wildlife Management Area" as adopted June 28, 2012. Said plan shall be formally reviewed and approved by the COMMISSION and the DISTRICT not less than every ten years and amended as required and agreed.
4. Notwithstanding any provision contained herein to the contrary, this Agreement is subject to all applicable laws, state statutes, local ordinances and the rules and regulations pertaining thereto which may be applicable to the operation of the PROPERTY including Chapter 373.1391 and Chapter 259.101, Florida Statutes.
5. It is the intent of the COMMISSION and the DISTRICT that the PROPERTY be incorporated into, receive equal treatment and be identified as the Andrew Wildlife Management Area (WMA) managed, for land management purposes, as set forth in the WMA's management plan under the COMMISSION's constitutional and statutory authority for the conservation, management and protection of fish and wildlife. The PROPERTY will be managed for the same goals of wildlife habitat restoration, public access, recreational opportunities, hunting, and law enforcement protection as the remainder of the WMA. The COMMISSION shall assume primary management responsibilities that are consistent with the WMA's management plan, and shall include the following:
 - a. Reporting of annual activities and accomplishments will be conducted in association with normal COMMISSION reporting procedures, and activities on the PROPERTY will be included in such reports.
 - b. Posting the PROPERTY and providing routine surveillance and security for the PROPERTY.

- c. Providing recreational opportunities and public access that meet the goals and objectives of the Andrews Wildlife Management Area management plan.
 - d. Ensuring that all major signage, brochures, and pamphlets related to the PROPERTY prepared by the COMMISSION are of a design, size and content as is typical on other COMMISSION-managed land.
 - e. Controlling wildfires by employing appropriate management practices.
 - f. Controlling exotic and invasive plants at maintenance levels.
6. The DISTRICT shall partner with the COMMISSION to provide available equipment and personnel to advance resource management objectives for the PROPERTY including prescribed burning, exotic species control, natural resource and wildlife monitoring and vegetation management.
 7. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to regulatory or permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules and regulations.
 8. It shall be the responsibility of the COMMISSION for any COMMISSION-initiated Project, and the DISTRICT for any DISTRICT-initiated Project, at its sole cost and expense, to obtain or renew any and all permits which may be required by the Suwannee River Water Management District, the State of Florida Department of Environmental Protection, and other applicable governmental agencies for activities conducted by such initiating party hereunder.
 9. The COMMISSION acknowledges that the use authorized herein does not convey to COMMISSION any real property rights or interests to the PROPERTY nor any duties, interests, rights, or privileges other than those specified herein.
 10. The COMMISSION shall pay all lawful debts incurred by it with respect to the PROPERTY and shall satisfy all liens of contractors, sub-contractors, mechanics, laborers, and materialmen in respect to any construction, alteration, and repair ordered by it in and on the PROPERTY, and any improvements thereon. Furthermore, the COMMISSION shall not have authority to create any mortgages on the PROPERTY or liens for labor or material on or against the PROPERTY and all persons contracting with the COMMISSION for the construction or removal of any structure, or for the erection, installation or repair of any structure or improvement on the PROPERTY, including materialmen, contractors, mechanics and laborers involved in such work, shall be notified that they must look to the COMMISSION solely to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Agreement.

11. All structures, improvements or personal property placed upon, or moved in or upon the PROPERTY by the COMMISSION shall be at the sole risk of the COMMISSION and the DISTRICT shall not be liable for any damage to said personal property, structures, or improvements, unless said damage is due to the actions of the DISTRICT.
12. All structures and improvements existing on the PROPERTY prior to the execution of this Agreement or placed upon the PROPERTY by the DISTRICT shall remain the property of the DISTRICT. All structures and improvements placed upon or moved in or upon the PROPERTY after the execution of this Agreement by the COMMISSION shall be deemed personal property of the COMMISSION and shall not be considered attached to the land as a fixture unless otherwise agreed upon in writing between the parties.
13. The COMMISSION takes possession of the PROPERTY with full knowledge of the existing condition of the PROPERTY and accepts the PROPERTY in an "as is" condition. The DISTRICT makes no representation or warranties as to the fitness of the PROPERTY for any particular use.
14. The COMMISSION possesses no knowledge of or expertise in the state of any pollutants, if they exist on the PROPERTY. Therefore, notwithstanding any other provision hereof, the COMMISSION shall in no way be liable for any claims or damages based, in whole or in part on the presence of pollutants or toxins, of any sort, on the PROPERTY as of the first date of this Agreement.
15. The COMMISSION and the DISTRICT shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. In addition, nothing contained herein shall be construed as a waiver of limitation of liability which may be enjoyed by the DISTRICT as a landowner providing land to the public for outdoor recreational purposes, as provided in Section 373.1395, Florida Statutes, or any other law providing limitations on claims against the landowner.
16. This Agreement and any and all rights and privileges contained herein are for the sole use of the DISTRICT and the COMMISSION and shall not be assigned or transferred to another party without the written consent of both the DISTRICT and the COMMISSION.
17. The COMMISSION shall not use or permit the PROPERTY to be used in violation on any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the COMMISSION's activities in, and use of, the PROPERTY. It is understood and

agreed by the parties that there shall be no facilities constructed or placed on the PROPERTY except those directly related to the operation and maintenance of the PROPERTY for public recreational purposes or as set forth in the approved management plan and future restoration plan.

18. The DISTRICT reserves the right for itself, its agents, consultants and employees, to enter upon the PROPERTY for the purpose of inspecting the PROPERTY, conducting other water management activities, and determining compliance with the terms of this Agreement, so long as such entry or use does not unreasonably interfere with the COMMISSION's use of the PROPERTY for the purpose set forth herein.
19. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days written notice to the other party.
20. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other parties hereto:

DISTRICT: SUWANNEE RIVER WATER
MANAGEMENT DISTRICT
9225 COUNTY ROAD 49
LIVE OAK, FLORIDA 32060
ATTENTION: EXECUTIVE DIRECTOR

COMMISSION: FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
FARRIS BRYANT BUILDING
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
ATTENTION: HSC / THCR SECTION
LEADER

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of mailing hereof as aforesaid.

21. Wherever used herein, the terms "DISTRICT" and "COMMISSION" include all parties to this instrument, their employees, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.
22. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than

those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives.

23. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
24. As a condition of this Agreement the DISTRICT and COMMISSION hereby covenant and agree not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.
25. The DISTRICT and COMMISSION reserve the right to unilaterally cancel this Agreement for refusal by either to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the DISTRICT and the COMMISSION in conjunction with this Agreement.
27. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the DISTRICT or the COMMISSION has executed the same, and that date shall be inserted at the top of the first page hereof.

[Signature/Acknowledgment pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

Signed, sealed, and delivered
in the presence of:

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

WITNESS

PRINT/TYPE WITNESS NAME

By: _____
Don Quincey, Jr.
Chairman

WITNESS

PRINT/TYPE WITNESS NAME

Attest: _____
Donald R. Curtis, III
Secretary

Approved as to form and legality:

By: 
George T. Reeves
Legal Counsel

**STATE OF FLORIDA
COUNTY OF SUWANNEE**

The foregoing agreement was acknowledged before me this _____ day of _____, 2013, by Don Quincey, Jr. and Donald R. Curtis III, as Chairman and Secretary/Treasurer, respectively, of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me, or who produced Florida Driver's License as identification.

Print Name: _____
Notary Public, State of Florida Commission
No. _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

**STATE OF FLORIDA FISH AND
WILDLIFE CONSERVATION
COMMISSION**

WITNESS

By: _____
Nick Wiley
Executive Director

PRINT/TYPE WITNESS NAME

WITNESS

Approved as to form and legality:

PRINT/TYPE WITNESS NAME

By: _____

Print Name: _____
FWC Attorney

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing agreement was acknowledged before me this _____ day of
_____, 2013 by _____, as
_____, of the Florida Fish and Wildlife Conservation Commission,
 who is personally known to me, or who produced Florida Driver's License as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The following lands, lying and being in Levy County, State of Florida.

TOWNSHIP 10 SOUTH, RANGE 14 EAST

SECTION 31: Government Lots 1, 6, 7, and 11 lying East of the ordinary high water mark of the Suwannee River;

SECTION 32: West 221.85 feet.

TOWNSHIP 11 SOUTH, RANGE 14 EAST

SECTION 6: The North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying East of the ordinary high water mark of the Suwannee River; North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$; North 60 feet of the South $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; The East 60 feet of North 60 feet of the South $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$.

TOWNSHIP 11 SOUTH, RANGE 13 EAST

SECTION 11: Government Lots 1 and 2, lying East of the Suwannee River;

SECTION 12: Government Lots 1, 2 and 3, lying East of the Suwannee River, EXCEPT the East 164.15 feet of Government Lot 1, Section 12, Township 11 South, Range 13 East.

Containing 577.2 acres, more or less.

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: August 26, 2013
RE: Lease Amendment for Access Road and Utility Easements to the City of Lake City

RECOMMENDATION

Staff recommends approval and execution of a lease amendment for access road and utility easements to the City of Lake City on the Lake City Well Field tract, Columbia County, Florida.

BACKGROUND

In April 2004 the District leased a portion of its Lake City Well Field property to the City of Lake City. This property is being used for the City's public supply water wells and the Price Creek water treatment plant. In September of 2012, the District amended its lease with the City to add 1.69 acres of the tract bringing a total of 25.90 acres currently under lease of the 1,117 acre well field owned by SRWMD.

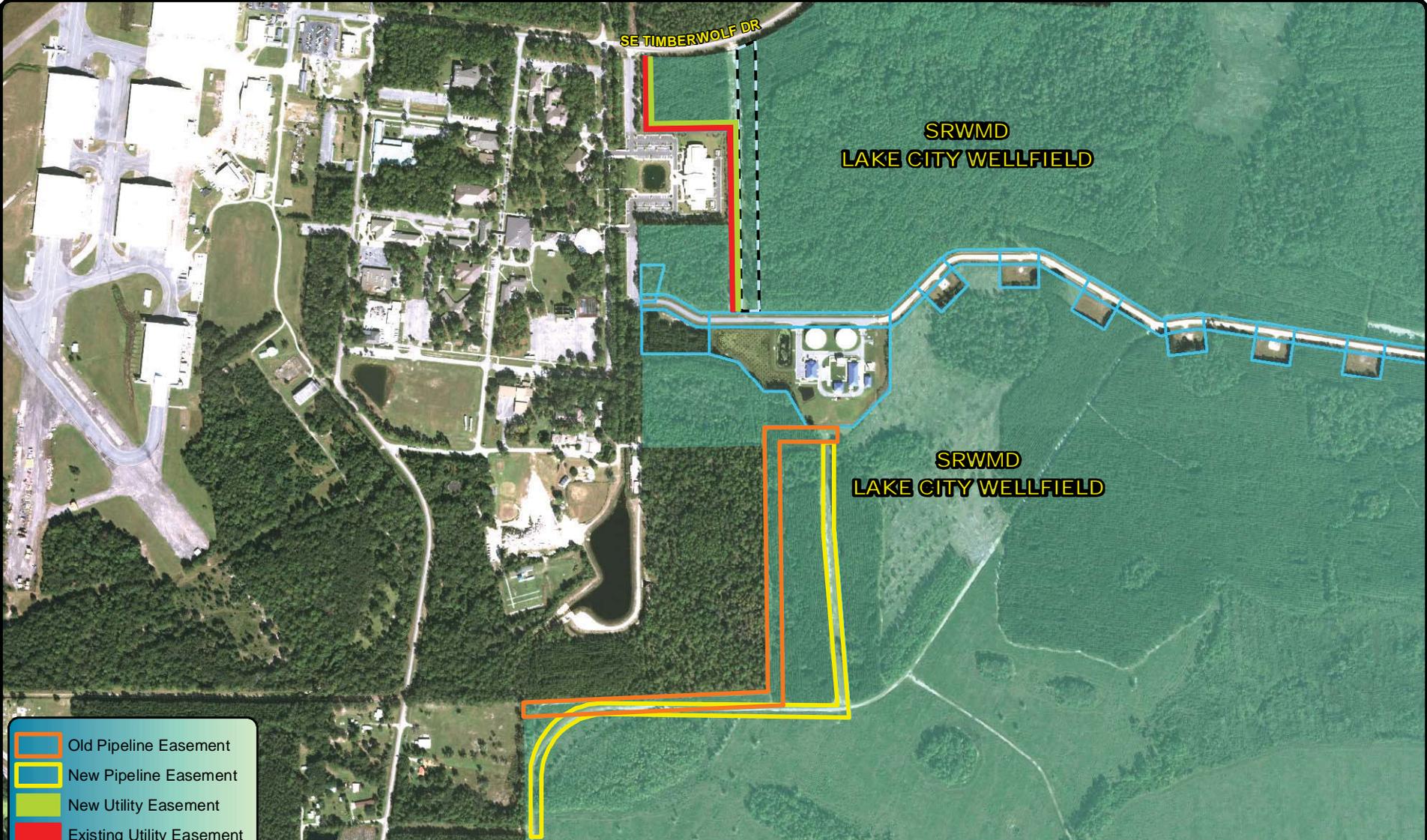
The current access to the facility is from within the campus of Florida Gateway College. To eliminate conflicts with campus traffic, the City has applied for an Environmental Resource Permit to build a new paved access road across District land from SE Timber Wolf Drive to the Price Creek Water Treatment Plant.

The City of Lake City is currently requesting an amendment to the lease to:

1. add a 3.3 acre site for the new paved access road
2. provide a new 25 foot utility easement
3. correct the legal description of a pipeline easement already in place as shown on the attached map

This amendment will bring the lease current for all existing infrastructure and operation areas of the Price Creek Water Treatment Plant.

RR/pf



SRWMD
LAKE CITY WELLFIELD

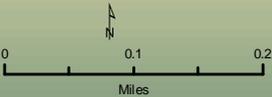
SRWMD
LAKE CITY WELLFIELD

SE TIMBERWOLF DR

-  Old Pipeline Easement
-  New Pipeline Easement
-  New Utility Easement
-  Existing Utility Easement
-  New Access Road

Lake City Wellfield

September 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: Charlie Houser, Director, Division of Land Resources
DATE: August 26, 2013
RE: Right of First Refusal, Ace Ranch Conservation Easement, Lafayette County

RECOMMENDATION

Staff recommends waiving the District's right of first refusal to purchase the fee interest in the Ace Ranch conservation easement in Lafayette County.

BACKGROUND

The District acquired a conservation easement on the 260-acre property from Suwannee River Development LLC on September 16, 2010. The Bank of the Ozarks is foreclosing on the property. A tentative settlement agreement with the bank for the sale of the property to a third party in the amount of \$1,000,000.00 is contingent on a waiver of the District's right of first refusal.

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

Prepared by/Return to:
William J. Haley, Esquire
Brannon, Brown,
Haley & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

Inst:201034001474 Date:9/16/2010 Time:1:29 PM
Doc Stamp-Mort:10903.20 Int Tax:0.00
bom DC, Ricky Lyons, Lafayette County Page 1 of 19

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this 16th day of September, 2010, by and between **SUWANNEE RIVER DEVELOPMENT, LLC**, a Florida limited liability company, whose State of Florida, Division of Corporations Document Registration Number is L05000106960, having a mailing address of 405 SW 11th Street, Live Oak, Florida 32064 (hereafter referred to as Grantor) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

DEFINITIONS ONLY:

- A. **Conservation Easement** shall mean this document and the easement granted hereunder.
- B. **Conservation Property** shall mean the entire property included in this Conservation Easement, which is described in Exhibit "A".
- C. **Special Use Areas** are those areas within the Conservation Property, which the Grantor retains specific rights to the use thereof.
- D. **Forest Operations Areas/Silviculture** shall mean areas within which forest management and operations are permitted under the Management Plan set forth herein, which are shown in Exhibit "B".
- E. **Farm Operations Areas/Agriculture** shall mean areas within which farm management and operations are permitted under the Farm Plan set forth herein, which are shown in Exhibit "B".
- F. **Protected Areas** shall mean those areas that will be preserved in its present state and may include wetlands. The Protected Areas are set forth in Exhibit "B".
- G. **BMP** shall mean Best Management Practices

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in **Lafayette** County, Florida; and,

WHEREAS, the parties recognize the natural scenic and special characteristics of the Conservation Property and with both parties having a common purpose of conserving the natural values and character of the Conservation Property, Grantor agrees to convey to Grantee a perpetual Conservation Easement on, over and across the Conservation Property, which Conservation Easement conserves the value, character, and ecological integrity of the Conservation Property, and prohibits future development activity on the Conservation Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2009), except as modified herein; and,

WHEREAS, Grantor desires to assist Grantee in the protection of the natural character and ecological integrity of the Conservation Property; and,

WHEREAS, certain lands within the Conservation Property shall be Special Use Areas, which Special Use Areas are still controlled by this Conservation Easement.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged by the Grantor, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Conservation Property pursuant to said Statute except as modified herein and further agree as follows:

1. **PROHIBITED/RESTRICTED USES.** Grantor shall have the exclusive use of the Conservation Property, except as herein limited, and agree that as to the Conservation Property, Grantor shall not:
 - A. **Subdivide.** Divide, subdivide or defacto divide the Conservation Property, including, but not limited to sale, lease, deed, contract, agreement, easements, mortgage nor transfer, except as may be specifically authorized hereunder.
 - B. **Construction.** Construct or place buildings, signs, billboards or other advertising, utilities or other structures on or under the Conservation Property except for road signs and regulating signs that prohibit hunting or trespassing, except as otherwise permitted hereunder.
 - C. **Road, Ditches, and Improvements.** Construct roads, bridges, drainage structures or other structures on the Conservation Property. Anything herein to the contrary notwithstanding, Grantor retains the right to replace, repair and maintain roads, bridges, culverts, fences, road signs and drainage structures or other

structures that exist on the Conservation Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor may construct temporary roads for access for permitted uses.

- D. **Contamination.** Dump or place any soil, trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Conservation Property.
- E. **Exotic Plants.** Plant or grow plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) or category II (shown to have a potential to disrupt native plant communities) invasive species in the last list published by the Florida EPPC prior to such planting. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall agree on a similar list by which this prohibition shall be measured. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances without the consent of the other party after notice.
- F. **Endangered Species.** Commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency. Parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental agencies and if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Conservation Easement.
- G. **Archaeological Site.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, Florida or local governmental agency, unless authorized or

approved by the appropriate governmental officials having jurisdiction.

- H. **Minerals Removal.** Explore for, or extract for commercial or any other purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, shell, clay or other material ("Materials"). There shall be no directional drilling from off the Conservation Property, for the exploration or extraction of minerals under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such material.
- I. **Retention Areas.** Permit acts or uses detrimental to natural and manmade land or water retention areas as exist on Conservation Property.
- J. **Drainage.** Permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, flood plains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase, reduce, nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching, dams, or road construction.
- K. **Pesticides/Herbicides/Fertilizers.** Pesticides, herbicides, or fertilizers must be applied according to BMP, if applicable or in their absence, in accordance with current label instructions and in a manner that will protect surface water, ground water, and the Protected Areas.
- L. **Fish, Wildlife or Other Habitats.** Permit activities or use of the Conservation Property, or Special Use Areas which damages fish, wildlife or other habitats.
- M. **Cutting Timber.** Cut or remove existing timber in the Protected Area and there shall be no conversion of the lands in the Protected Area. Grantor shall have complete timber rights in the Forest Operations Areas.
- N. **Permits.** No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from the Federal, Florida, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the

Grantor from following accepted permitting practices for environmental activities. Grantor shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to environmental resource permits, and drainage permits.

2. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below): Except as to land management matters, rights not specifically reserved herein are not permitted.

A. **Sale or Transfer of Interest.** Grantor shall have the right to sell the Conservation Property, provided that the Conservation Property may never be divided into more than two (2) parcels or tracts of land. Grantee shall have the right to lease ("Lease") to third parties the right to hunt on the Conservation Property for lease terms not to exceed ten (10) years. Any such interest conveyed or leased to third parties shall be subordinate, and, in addition to the other terms hereof, subject to the following terms:

- (1) Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made to more than one individual, corporation, charitable organization, or other legal entity. For the purposes of this subparagraph (1) only, a husband and his wife shall be considered as one individual.
- (2) Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.
- (3) In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in Columbia County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other

owners or Lessees, accepts notice, acts for the other persons and accepts service of process.

- (4) The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (5) Other than the transfer or Lease of the Conservation Property set forth in this Paragraph 2.A, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.

- B. **Hunting.** To observe, maintain, photograph, hunt (with or without dogs), remove, and harvest wildlife of the Conservation Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. The rights under this Paragraph, reserved by the Grantor, shall include the right to build and maintain Deer Stands, also known as Shooting Houses, on the Conservation Property, but not in the Protected Area, which Deer Stands shall be primitive in nature and each may not exceed 100 square feet.
- C. **Forest Operations/Silviculture.** Silviculture is permitted, but shall only be conducted on Forest Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest in the Forest Operations Areas. The Grantor may not convert this acreage to a more intensive use than conventional forestry activities would allow. Unless otherwise defined herein all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect ("BMP Manual").
- D. **Forest Management Plan.** A Management Plan shall be prepared by or on behalf of Grantor, its designees or successors within one year of recording of this Conservation Easement. Thereafter, Grantor and Grantee shall meet annually to review the previous

twelve (12) months of activity covered in the Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Management Plan annually and submit it to the Grantee for approval. The Management Plan shall be in accordance with the BMP Manual for a twenty (20) year term. The Management Plan and future revisions thereto shall describe the current condition and desired future condition of the Conservation Property and shall delineate management actions to be undertaken during the succeeding twenty (20) year period. Every twenty (20) years, the Management Plan shall be revised, if necessary, and a new Management Plan shall be adopted for the next twenty (20) year period. In the event Grantor fails or refuses to submit an annual or twenty (20) year Management Plan, Grantee may develop and prepare a Management Plan and it shall be adopted and complied with by Grantor. Grantee shall have forty-five (45) days from the date of receipt to review the annual and twenty (20) year Management Plan and submit revisions to the Grantor. Grantor must incorporate those revisions, or otherwise correct the Management Plan to the extent necessary to insure that it fully and accurately reflects the provisions of the Easement. Should Grantee not respond to the submitted Management Plan within the forty-five (45) days, it will be presumed that Grantee has approved the Management Plan as submitted. The Management Plan shall specifically address: (a) wetland forest protection, prescribed burning, vegetation management and wildlife management, (b) hunting, (c) silviculture, (d) road use and maintenance, (e) recreational uses, (f) environmental issues, (g) water uses and control and (h) any other significant use of the Conservation Property.

- E. **Farm Operations Area/Agriculture.** Agricultural activities are permitted, but shall only be conducted on Farm Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest on the Farm Operations Area. Unless otherwise defined herein all Agriculture operations shall be in compliance with the Conservation Management Plan. Grantor shall be able to keep and maintain existing pasture or may convert the pasture to other Farm Operations or to Forest Operations Area. The number of horses on Conservation Property shall not exceed 20 horses, or 1 horse per 10 acres of improved pasture, whichever is less. The number of cattle on the Conservation Property shall not exceed 200, or 1 cow/calf unit per 2 acres of improved pasture, whichever is less.

With the consent and approval of Grantee, which may not be unreasonably withheld and after being furnished with the specifications and location, Grantor shall be authorized to construct a high fence or fences around, through, or across the Conservation

Property, specifically for the purpose of enclosing and maintaining a legal and lawful deer preserve as licensed by the State of Florida, which shall be in conjunction with the BMP and only after the consent and approval of Grantee. With the consent of the Grantee and as set forth in the Management Plan, which shall specify the guidelines, requirements, and restrictions for hunting on the Conservation Property and in the deer preserves. So long as Grantor maintains a hunting preserve, Grantor may not keep and maintain on the Conservation Property, horses, cattle, or other livestock.

- F. **Conservation Management Plan.** A Conservation Management Plan shall be prepared by a certified Conservation Planner on behalf of Grantor, its designees or successors prior to the commencement of any new farming operations. Thereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months activity covered in the Conservation Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Conservation Management Plan annually and submit it to the Grantee for approval. In the event the Grantor and Grantee do not agree on the Conservation Management Plan, the Grantor may not continue the farm operations until a Conservation Management Plan is acceptable to both parties. The Conservation Management Plan shall be in accordance with the United States Department of Agriculture, Natural Resource Conservation Service, Conservation Plan specifications.
- G. **Dwelling and Outbuildings.** Grantor shall have the right to construct and maintain three (3) single family dwellings ("New Dwelling" or "New Dwellings"), and three (3) appurtenant outbuildings ("Outbuildings") for storage and barn. The New Dwellings may be heated and air conditioned and may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida, and other local government requirements. The combined total square footage of the New Dwellings and Outbuildings on two dwelling sites ("New Dwelling Sites") may not exceed 15,000 square feet. The New Dwelling Sites shall consist of a total of three five (5) acre sites located by the Grantor, the locations being subject to the Grantees written approval. The New Dwelling Sites may not be located in the Protected Areas.

Grantor shall have the right to construct and maintain recreational facilities specifically only designed for youth and scouting purposes, whether public or private. The design, size, location and intended purposes subject to the Grantees written approval. Grantor may use the Conservation Property for hiking, camping, swimming,

scuba diving, canoeing, orienteering, hunting or other lawful activities that would allow access in or through protected areas, so long as such use does not harm the value, character and ecological integrity of the Conservation Property. Such activities shall be for the purpose of promoting youth outdoor skills, knowledge, and interaction with the environment native to North Florida.

- H. **Access.** The right to control access to the Conservation Property and to exclude public use, trespassing and hunting with the right to post the Conservation Property. Grantor may control access onto and throughout the Conservation Property with fences and gates, but must furnish Grantee access to inspect the Conservation Property and to perform other activities granted to Grantee.
3. **DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Conservation Property; provided that Grantee shall not conduct any activity on the Conservation Property prohibited to Grantor by the terms of this Conservation Easement, except for those activities specifically authorized to Grantee.
4. **INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) not less frequently than annually shall have the right to enter and inspect the Conservation Property in a reasonable manner and at reasonable times with proper notification to Grantor to insure and enforce compliance with covenants herein and in furtherance of the affirmative rights of Grantee. Anything herein to the contrary notwithstanding Grantee and its agents, employees and officers shall have the right, at anytime, to enter and inspect the Conservation Property in the event of a suspected violation by the Grantor of the terms and conditions of this Conservation Easement.
5. **ASSIGNMENT.** Except as specifically authorized in this Conservation Easement, Grantor's rights in the Conservation Property reserved hereunder may not be transferred, or assigned, encumbered, nor, in any way, may Grantor alienate the Conservation Property without Grantee's prior written consent after proper notification to Grantor to insure and enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee.
6. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning on the Conservation Property, as set forth in the Management Plan, so long as the Grantor uses a properly certified burner and comply with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions.

7. **LAND USE.** The present land use of the Conservation Property is designated Agriculture by the local County Zoning and Land Use Plan ("Land Use"). Grantor agrees that during the term of this Conservation Easement, that Grantor and its assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided herein.
8. **GRANTOR WARRANTY.** Grantor hereby warrants to Grantee that Grantor is fully vested with marketable fee simple title to the Conservation Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
9. **MODIFICATION.** This Conservation Easement may be modified by a mutual written and signed modification agreement by and between the Grantor and the Grantee, and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2009) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Conservation Property is located.
10. **VIOLATION AND ENFORCEMENT.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the non-violation party by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. The Grantee may bring an action at law for damage if the violation is such that it cannot be cured. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.
11. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Suwannee River Development, LLC
J. Brent Wainwright
405 SW 11th Street
Live Oak, Florida 32064
Telephone: (386) 590-6783
Facsimile: (386) 362-6954

To the Grantee: Suwannee River Water
Management District
Director of Department of Land
Acquisition and Management
9225 CR 49
Live Oak, Florida 32060
Telephone: (904) 362-1001
Facsimile: (904) 362-1056

With a copy to: Brannon, Brown, Haley & Bullock, P.A.
Post Office Box 1029
Lake City, Florida 32056-1029

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three (3) days from the date of mailing, if delivered by registered or certified mail.

12. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Conservation Property and have the common purpose and intent of the conservation and preservation of the Conservation Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Conservation Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

13. **MEDIATION.** From time to time the terms and conditions of this Conservation Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Conservation Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held by a Florida Supreme Court Certified Circuit Civil Mediator, at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator mutually acceptable to the parties having expertise in the subject matter in dispute. This mediation provision is intended to apply only to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under

the terms and conditions of this Conservation Easement. All parties to the Mediation must mediate in good faith. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph II hereof.

14. **AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Conservation Property.
15. **WAIVERS.** No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
16. **LIMITED USE OF THE CONSERVATION PROPERTY.** The Conservation Easement granted hereby and the covenants herein are subject to the express understanding that the Conservation Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Conservation Property are only those specifically stated herein.
17. **TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer its interest herein to any other governmental body or governmental agencies, whose purposes include conservation of land or water areas, or the preservation of sites or properties assign its rights under this Conservation Easement, however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Conservation Property.
18. **HAZARDOUS WASTES.** Should Grantor at any time during this Conservation Easement, deposit, place or release on the Conservation Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Conservation Property, due to the release or alleged release of a hazardous waste on or under the Conservation Property, or gaseous emissions from the Conservation Property and other conditions on this

Conservation Easement Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Conservation Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

19. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
20. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Conservation Easement and this Conservation Easement shall continue as a servitude running in perpetuity with the Conservation Property.
21. **FIRST RIGHT OF REFUSAL.** In the event Grantor/Optionor desires to sell or transfer all or any portion of the Conservation Property to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the applicable portion of the Conservation Property of Grantor/Optionor. The Notice of the Option ("Notice") or offer to sell shall be in writing from Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an offer of price and terms in writing to the Grantor/Optionor. Grantor/Optionor may either sell the property so offered to Gantee/Optionee at the price and for the terms specified, or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonifide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

For example, should the price offered by Grantee/Optionee be \$1,500.00 per acre and the Grantor/Optionor receives a bonafide offer by a third party

for \$1,700.00, Grantee/Optionee would be granted the option to purchase the Conservation Property and the offered Adjacent Property for \$1,500.00 per acre since the price offered by Grantee/Optionee is less than \$1,800.00 (\$1,500 times 1.20 = \$1,800.00). On the other hand, should the Grantor/Optionor have a bonafide offer from a third party for \$1,900.00 per acre or greater, then Grantor/Optionor may sell to the third party for \$1,900.00 per acre.

Should Grantor/Optionor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee/Optionee decline the offer, then Grantor/Optionor shall have fifteen (15) months within which to transfer the applicable portion of the Conservation Property or Adjacent Property to a third party under the agreed terms and conditions failing which Grantor/Optionor shall again be required to offer the applicable portion of the Conservation Property and Adjacent Property prior to such subsequent transfer to a third party, as set forth above. This right of first refusal will be binding upon and inure to the benefit of Grantor's/Optionor's successors, heirs, personal representatives and assigns, and will be a covenant that runs with the Conservation Property. In the event Grantee/Optionee acquires the Conservation Easement Property under this Paragraph, Grantee/Optionee may modify or terminate this Conservation Easement.

22. **EMINENT DOMAIN.** If all or any part of the Conservation Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interest in the Conservation Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the Conservation Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in proportion to the fair market value of their interest in the Conservation Property on the date of execution of this Conservation Easement.

23. **MISCELLANEOUS.**

- A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.
- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section

768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

- C. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor 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 Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Conservation Easement, adverse possession or prescription.
- E. The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this provision.
- F. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conservation Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Conservation Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- G. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement.
- H. If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or as otherwise specifically permitted herein. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing

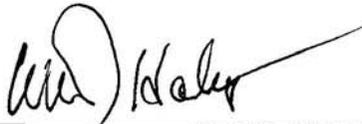
so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2009). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- J. Any provisions of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the date and year first hereinabove written.

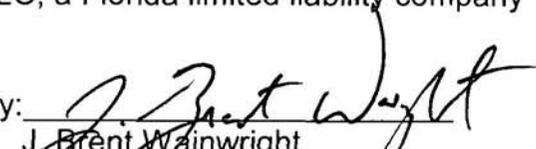
Signed, sealed and delivered
in the presence of:

GRANTOR:



Print Name: William D. Haley

SUWANNEE RIVER DEVELOPMENT,
LLC, a Florida limited liability company

By: 
J. Brent Wainwright
Manager


Print Name: Terry E. Demott

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 16th day of September, 2010, by J. Brent Wainwright, as Manager, of Suwannee River Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or whom produced Florida Driver's License, as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Debbie G. Moore
Commission #DD865984
Expires: MAR. 16, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

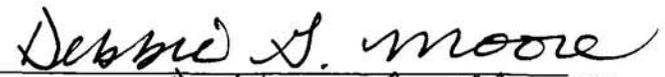

Print Name: Debbie G. Moore
Notary Public, State of Florida

EXHIBIT "A"

TOWNSHIP 4 SOUTH, RANGE 12 EAST

SECTION 29: The South 200 feet of U.S. Government Lot 6.

SECTION 30: The South 200 feet of the E½ of U.S. Government Lot 6,
LESS the West 50 feet thereof.

SECTION 31: That part of the E¾ of N½ of SE¼, lying North of State Road No.
354,

AND

That part of the E¾ of NE¼, lying East of the East right of way line
of Northeast Foster Lane, as shown on the Plat of Riverside
Estates, as recorded in Plat Book A, page 29, of the public records
of Lafayette County, Florida.

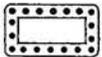
SECTION 32: All those parts of Government Lots 2, 3, 4, 5, 6 and 7, lying North
of County Road No. 354

LESS AND EXCEPT the East 60 feet of the North 2410.59 feet of
said Government Lot 7.

ALSO LESS AND EXCEPT a parcel of land situated in said
Government Lot 2, being more particularly described as follows:

For Point of Beginning, Commence at the Southeast corner of said
Government Lot 2, thence S 88°26'28" W along the South line of
said Government Lot 2, 315.00 feet; thence N 03°26'32" W,
1426.73 feet to the Southerly ordinary high water line/high bank of
the Suwannee River; thence run Northeasterly along said Southerly
ordinary high water line/high bank, 496 feet more or less to the
East line of said Section 32 to a point that bears N 01°08'57" W
from the Point of Beginning; thence S 01°08'57" E along said East
line, 1667.07 feet to the Point of Beginning.

Suwannee River Development LLC - Ace Ranch CE



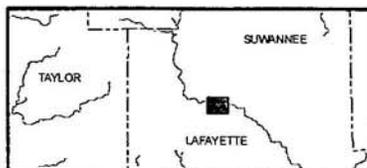
Property Boundary



SRWMD Lands



Exhibit A Lafayette County, FL



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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. GISADMIN.LAF1FTBW07.

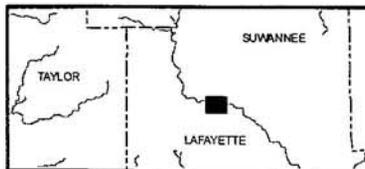
PM: TD
GIS: GH
PD:12/31/09

Suwannee River Development LLC - Ace Ranch CE



-  Forest Operations (FO) /Silviculture Areas
-  Farm Operations (FOA) /Agriculture Areas
-  Protected Areas (PA)
-  SRWMD Lands

Exhibit B Lafayette County, FL



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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. GISADMIN.LAF1FTBW07.

PM: TD
GIS: GH
PD:12/21/09

WAIVER OF FIRST RIGHT OF REFUSAL

The undersigned is the legal representative of the Suwannee River Water Management District, who, pursuant to that certain Conservation Easement dated September 16, 2010, is the "Grantee" of a First Right of Refusal (the "Right") for the sale of real property (the "Property") described in Exhibit A attached hereto and recorded as Instrument Number 201034001474 in Official Records Book 297, Page 381, of the Public Records of Lafayette County, Florida.

Subject to the terms of the Conservation Easement, Grantee, the sole owner and holder of the Right and having knowledge of an offer to purchase certain lands, including the Property, hereby waives and releases its Right of First Refusal.

IN WITNESS WHEREOF, this instrument has been executed on this ____ day of _____, 2013.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District

Signed, sealed and delivered
In the presence of:

Name: _____

Name: _____

GRANTEE:
By: _____
Name: _____
Its: _____

Address: 9225 CR 49
Live Oak, FL 32060

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, on behalf of the SRWMD, who is personally known to me.

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"

TOWNSHIP 4 SOUTH, RANGE 12 EAST

- SECTION 29:** The South 200 feet of U.S. Government Lot 6.
- SECTION 30:** The South 200 feet of the E½ of U.S. Government Lot 6, **LESS** the West 50 feet thereof.
- SECTION 31:** That part of the E¾ of N½ of SE¼, lying North of State Road No. 354,

AND

That part of the E¾ of NE¼, lying East of the East right of way line of Northeast Foster Lane, as shown on the Plat of Riverside Estates, as recorded in Plat Book A, page 29, of the public records of Lafayette County, Florida.

- SECTION 32:** All those parts of Government Lots 2, 3, 4, 5, 6 and 7, lying North of County Road No. 354

LESS AND EXCEPT the East 60 feet of the North 2410.59 feet of said Government Lot 7.

ALSO LESS AND EXCEPT a parcel of land situated in said Government Lot 2, being more particularly described as follows:

For Point of Beginning, Commence at the Southeast corner of said Government Lot 2, thence S 88°26'28" W along the South line of said Government Lot 2, 315.00 feet; thence N 03°26'32" W, 1426.73 feet to the Southerly ordinary high water line/high bank of the Suwannee River; thence run Northeasterly along said Southerly ordinary high water line/high bank, 496 feet more or less to the East line of said Section 32 to a point that bears N 01°08'57" W from the Point of Beginning; thence S 01°08'57" E along said East line, 1667.07 feet to the Point of Beginning.

MEMORANDUM

TO: Governing Board
FROM: Charlie Houser, Director, Division of Land Resources
DATE: August 26, 2013
RE: Fiscal Year 2012 Land Management Review Team Report

RECOMMENDATION

The 2012 Land Management Review Team Report is provided as informational only.

BACKGROUND

The District is required by Florida statutes to conduct a public process to review management activities occurring on District-owned lands. Representatives of local counties, Soil and Water Conservation Districts, conservation organizations, and the state land managing agencies are invited to participate in the Land Management Review Team. The team's charge is to determine if the land is managed for the purpose for which it was acquired and in accordance with the land management objectives articulated in the land management plan. The team's findings are provided to the Governing Board prior to October 1.

On May 30, 2013, staff conducted a meeting and tour of lands in the Alapaha and Upper Suwannee River basins specifically in central Hamilton County that highlighted an area of significant interaction between surfacewater and groundwater. The Dead River Sinks and Holton Spring and Creek were also toured.

This report summarizes the objectives stated in the Land Management Plan adopted by the Governing Board in 2011 and the information developed by staff to report on actions implemented in Fiscal Year 2012 on all district lands. The Review Team process continues to provide an opportunity for dialogue between the staff, interested members of the community and other agencies regarding the management of District lands. Findings by the team were positive with no scores of "not in compliance".

RH/pf

**Suwannee River Water Management District
Land Management Review Team Report
FY 2012**

Executive Summary

District staff conducted a Land Management Review Team meeting and tour on May 30, 2013 of the Alapaha River basin lands and a portion of the Upper Suwannee River basin lands as required by Florida statutes. Areas of review included water resources, natural resource management, public use and facilities on representative areas of approximately 5,900 acres of fee lands.

The team was asked to score whether the District was achieving its objectives using a scale of: 0 – not meeting objectives; 1 – meeting objectives and 2 – exceeding objectives. Seven objectives were scored ranging from a low score of 1.1 for Groundcover resources to a high score of 1.7 for Aesthetic and Visual resources. Water resource objectives were scored 1.6. The overall average score was 1.4 for the seven objectives. The review team scores indicate approval of plans and methods to implement Governing Board objectives and statutes.

In terms of the statutory requirements; is the land being “managed for the purposes for which it was acquired”, the score was 1.6 indicating that efforts were meeting and exceeding this guideline. The score of 1.5 for being “in accordance with the management plan” also represents acceptance by the review team of activities implemented on the ground to be consistently achieving the Board’s objectives.

Introduction

Florida Statute 373.591 requires that the District annually establish Land Management Review Team(s) (LMRT) to determine if lands titled to the Governing Board are being managed for the purposes for which they were acquired and in accordance with land management objectives. The review team will develop its findings which shall be presented to the Governing Board by October 1 of each year. This report was prepared for compliance with the statute.

Background

On May 30, 2013, staff led a field tour of lands in the Alapaha River basin and a portion of the Upper Suwannee River basin around the Holton Creek Tract. This review area totals about 5,900 acres of fee and 1,800 acres of Conservation Easement lands. The main area of emphasis on the tour was protection of the extensive surface water/groundwater interface in this region and how District management activities protected these resources.

Ten individuals representing private landowners, interests groups and agencies participated in the tour. Staff provided the “Land Management Report 2012” for activities completed in fiscal year 2012 and the SRWMD Land Management Review Team Summary; dated May 30, 2013 to the members for their information. An office presentation and various field presentations were conducted to allow the review team to see and ask questions about the land management program as a whole and also its implementation on these selected lands.

The District Excellence in Land Management (ELM) program was established to quantify land management operations in meeting the objectives set forth by the Governing Board in the District Land Management Plan (DLMP). The review team was provided with the ELM Scorecard to document their determination on whether the activities they saw or discussed were deficient, meeting, or exceeding the objectives adopted by the Governing Board. The team also scored, using the same criteria, whether actions were in compliance with statutes.

The ELM scorecard is annually calculated based on completed District land management operations from the prior year(s). Review team members score District land management efforts on the following scale:

- 0 – District is not meeting the objectives of the DLMP
- 1 – District is meeting the objectives of the DLMP
- 2 – District is meeting and exceeding the objectives outlined in the DLMP

The ELM scores represent the average totaled from all participating member's scores. District staff submits the ELM scores, including all the comments, to the Governing Board.

**SRWMD Excellence in Land Management Scorecard
Land Management Review Team Report**

District Land Management Plan Objectives

RESOURCE PROTECTION

1. Water Resource Objectives

Score: 1.6

- Minimize structural floodplain management on District-managed lands.
- Maintain surface and groundwater quantity and quality during land management activities by using enhanced Silviculture Best Management Practices (BMPs).
- Restore hydrologic regimes to the Desired Future Condition (DFC) where possible.
- Maintain water control structures so they achieve their intended function.

Water Resource Comments

The District seems to have excellent information regarding water resources.
I feel you are doing a good job of watching for problems and keeping up with recent research. Anticipation of damage or protective steps in case of extreme conditions is part of your plan. Clean water is our most important resource.
Every effort to maintain water quality.
Very well done. Big problem areas appear to be nitrates, which may not be possible for SRWMD to control.
No major issues on this trip.
The District is doing an outstanding job to maintain surface and groundwater quality by incorporating BMPs in all its land management activities. No recs for improvement just continue the outstanding work.
May need to determine different management objectives as to how water control structures are set. May need drawdowns for Mallory Swamp for example so prescribed burns can be accomplished.

2. Soils, Topography, and Natural Community Objectives

Score: 1.4

- Minimize soil degradation (erosion, compaction).
- Manage and/or restore historic natural communities for a given site to DFC levels.
- Update and maintain reference maps as soon as new information is available.

Soils, Topography, and Natural Community Comments

Good Job.
Makes efforts to stop erosion.
Working hard and doing a good job.
Staff is sensitive to these needs.
The District is making good progress on restoring natural communities to DFC levels. Continue to monitor sites where possible and burn when appropriate.
The District is doing very well to minimize soil degradation by closing roads that were formerly routed through sensitive areas, controlling vehicular access, and other management strategies.
Continual input of data.

3. Ground Cover Resource Objectives

Score: 1.1

- Monitor the grass, herbaceous and shrub layers to detect if the resource falls outside the DFC parameter range.
- Reduce degradation of the existing native groundcover.
- Reintroduce or supplement current native ground covers with local stock from District lands or cooperating land management agencies.

Ground Cover Resource Comments

Ground cover monitoring is not currently active, but prescribed burn program is doing well. The District should work on bringing more target lands into Natural Fire Return Interval. Use of growing season burns is very encouraging.
This is a big job but sufficient efforts are being made to maintain ground cover.
If time, staff, and budget allow I would hope monitoring could be stepped up. Restoring ground cover is the most difficult job because of availability and diversity and roaming animals (from insects to large animals) is another consideration. Many, many species must be replaced.
A good job with limited resources.
This requires considerable resources which are currently in short supply.
Fire is doing a good job at helping to achieve this objective. Perhaps conduct monitoring surveys that inspect ground cover in addition to tree surveys.
Seem to be meeting the objective.

4. Timber Resource Objectives

Score: 1.4

- Manage for natural community heterogeneity to attain a multi-aged and vertically diverse forest, including select dominant and/or old growth trees and snags.
- Maintain the dominant and co-dominant tree species within the DFC parameter range.
- Reforest within DFC parameters using techniques that minimize damage to other natural community resources.
- Maintain an accurate and current forest resource inventory.
- Ensure that commercial harvests provide the maximum financial returns that are possible with the consistent attainment of natural resource values.

Timber Resource Comments

Personally, I would like to see the time when herbicides are no longer used. At this point they are possibly most expedient for you. I would hope the point comes when you can use less and less. Fire is a wonderful tool and necessary. Once your restoration goals are reached I would hope that fire periods become more irregular. Nature did not burn on a regular basis. I hope we never lose the ability to burn.
Might help to consider using herbicide more often in site prep.
Does an excellent job to harvest timber.
Coming along well. May take a few years to fully evaluate.
A strategic plan for deciding where to put limited resources is necessary.
Making good strides toward this goal.
Management techniques are starting to show the transition from pine plantation to more natural looking stands, more longleaf, grasses for fire fuels, Keep up the prescribed burning.

5. Rare Species Resource Objectives

Score: 1.2

- Identify and monitor rare species on District lands.
- Protect and manage biodiversity on District lands.
- Provide District staff with the most current rare species locations, status, and Rare Species BMPs.
- Maintain and/or increase existing rare and imperiled species populations.

Rare Species Comments

Seems to be doing excellent job. May want to get volunteer input.
Staff is aware of important species at different sites.
The District could do more to conduct surveys for rare wildlife species such as gopher tortoise. The District is doing a good job at monitoring rare plant species.
Maintaining logs of existing plant or animal species. Provide checks on status of rare species in specific locations.

6. Cultural and Historic Resource Objectives

Score: 1.3

- Document location of significant cultural and historical resources on District-managed lands and share information with the Division of Historic Resources within the Department of State.
- Protect and prevent negative impacts to cultural and historical resources during all activities.
- Monitor the condition of cultural and historical resources on District-managed lands.

Cultural and Historic Resource Comments

Here I am a little unsure. I know you have native American sites up to the modern era (well 1900's). I get the feeling that most sites are underground and not too many structures. It seems there is a little public interpretation. On the other hand in some cases the less said the better. Please do keep those cemeteries protected. Too many have been lost over time.
A good job may look at getting volunteer help on this.
Staff is aware of resources and issues.
The staff is doing an excellent job at monitoring and understanding its cultural resources.
Have all information currently known listed on a GIS maps. Provide to contractors/equipment working in the area.

7. Aesthetic and Visual Resource Objectives

Score: 1.7

- Maintain or enhance overall visual quality of District lands.
- Minimize or mitigate short-term negative appearances of land management activities.

* Scores were not available for these objectives due to an error on the scorecard provided to the review team. Comments were captured on these items.

8. PUBLIC USE

Score: NA*

- Provide opportunities for resource-based recreation compatible with water resource protection.
- Protect health and safety of visitors.
- Use cooperating agencies and volunteers whenever possible.

Public Use Comments

Generally doing an excellent job on this.
Facilities and roads are in good condition. I am glad the District is prioritizing road maintenance to avoid keeping unnecessary vehicle trails.
What I saw you have great public use areas that do not appear to be over used.
Try to promote public use.
District properties seem to be managed well and presented attractively.
Lots of burning is evident. Excellent job. Look into introducing growing season fire in some areas of Holton Creek.
Holton Creek trails, restrooms, sleeping pads, minimal human impact on the natural resources. Volunteers manning all canoe/kayak overnight areas.

9. COMMUNICATIONS

Score: NA*

- District land management is operating under a current Board approved DLMP.
- District staff held an annual Land Management Review Team meeting to review the previous fiscal year's activities and showcase land management operations.
- District land management staff represented the District to the public and peers through articles in District Newsletter, Public Workshops, Training Opportunities, Presentations, etc.

Communication Comments

FI. Native Plant Society appreciates the opportunity to participate.
Your website is helpful. Keep up good work.
A Christian based grace is not appropriate when dealing with a diverse (and critical) audience. A moment for individual reflection would serve the same purpose.
Work to get public input on how best to manage/assistance is decision making always working to improve.

10. FISCAL RESPONSIBILITY

Score: NA*

- Protect and manage resources on District lands in an efficient manner within the limits of the annual operating budget.
- Revenues generated from land management will be from operations conducted to achieve resource objectives.
- The District will implement the Payment in Lieu of taxes program for eligible counties.

Fiscal Responsibility Comments

I believe you are fiscally responsible.
I was very pleased to see the results of selling excess land.
Doing a good job on this, despite limited resources.
Many cost saving changes in operations were mentioned.
The District is doing an excellent job with available resources. I know it has been a struggle keep up the good work.
Smaller staff now; more contracting of essential management tools; cutting back/cutting out on some management activities to meet reduced budget.

Statutory Compliance

Florida Statute 259.036, states that the Land Management Review Teams shall evaluate the extent to which the existing management plan provides sufficient protection to threatened or endangered species, unique or important natural or physical features, geological or hydrological functions, or archaeological features. The review shall also evaluate the extent to which the land is being managed for the purposes for which it was acquired and the degree to which actual management practices, including public access, are in compliance with the adopted management plan. Please answer, using the same scoring process as in the ELM Scorecard, the following questions:

Average LMRT Score

<p>Are District lands being managed in a manner consistent with the purpose for which they were acquired, including public access?</p>	<p>1.6</p>
<p>Are District land managers implementing the District Land Management Plan? This includes sufficient protection to threatened or endangered species, unique or important natural or physical features, geological or hydrological functions, and/or archaeological features.</p>	<p>1.5</p>

General Comments:

<p>Time and budget constraints are the limiting factors.</p>
<p>Generally speaking, SRWMD is both doing a good job on their lands and a good job of providing public information. Over the last 10 years, I have noticed and been appreciative of the good job and the improvements in both.</p>

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: August 26, 2013
SUBJECT: Land Resources Activity Summary

Staff performed three conservation easement reviews during the past month:

- Roger and Donna Champion – Champion/Mt Gilead
- Strickland Field, L.P. – Strickland Field
- Plum Creek Timberlands – Manatee Springs Addition, Oak Hammock Tract

No burning activities were conducted during the report period.

The following tracts received work this past month:

- Steinhatchee Springs – 957 feet of public use roads were repaired.
- Steinhatchee Springs – 97 feet of a low water crossing were repaired.
- Steinhatchee Springs – Debris was removed and vegetation was trimmed at two culverts.
- Manatee Springs South – 60 acres were mowed to reduce fuel levels and help prepare the site for prescribed burning.
- Santa Fe Swamp – 20 acres were chemically treated to control a golden bamboo infestation.

Because of the saturated soil the Steinhatchee Rise #1 timber sale has been placed on hold.

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											X	
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												X	
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											X		
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	Appraisal is in the process of being finalized.
Bradford Timberlands, LLC	Camp Blanding Addition	360	Bradford	Draft Appraisal is due September 5, 2013
El Trigal Farms, Floyd Family	El Trigal Farms Conservation Easement	371	Jefferson	Appraisal RFB has been noticed and Legal Council is finalizing the Conservation Easement Document.
SRWMD	Florida Gateway College	16.25	Columbia	Final appraisal is due September 5, 2013

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			Governing Board approved on August 13, 2013 conveyance contingent upon the inter-local agreement with Columbia County

Surplus Lands (continued)

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcel \$154,400	An offer is being prepared to present to Lands Committee on August 28, 2013
Cabbage Grove	30	Taylor	9/2001	WMLTF		10/5/2012	Fee entire tract \$57,750	Approved by Governing Board on August 13, 2013
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	43	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$114,000 conservation easement \$97,020	An offer is being prepared to present to Lands Committee on August 28, 2013

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
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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
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 August 26, 2013

RE: Authorization to Continue Master Contracts with Selected Minimum Flows and Levels Consultants

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to continue six master contracts with selected minimum flows and levels (MFL) consultants, for a total amount, in aggregate, not to exceed \$1,801,784 for fiscal year 2013/2014 to provide technical assistance in the development of MFLs on an as-needed, when-needed basis.

BACKGROUND

Staff submitted a memorandum to the Governing Board at the November 2010 meeting requesting authorization to procure services under a MFL consultant qualification process executed by the Southwest Florida Water Management District (SWFWMD). Following Board approval, master contracts were developed and staff has issued 31 work orders to seven firms. Staff requests authorization to continue this services procurement under the SWFWMD request for qualifications as allowed by section 287.057(3)(b), Florida Statutes. The selection process was not conducted in accordance with the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes. Any engineering services required will be incidental to scientific services.

Under this proposal, the District would continue existing contracts with six of the firms identified from the SWFWMD list. A master contracting agreement was developed with the firm(s); the negotiated hourly rates are limited to be no greater than those developed by SWFWMD for each respective firm. Prior to issuance of a Work Order, the scope of work and total cost for each task is negotiated with the respective firm. Subsequently, upon written notice from the District, the consultant provides the required services on an as-needed basis.

Having the flexibility to work with contractors in this manner has increased the efficiency of staff in pursuing this complex work. Since field and analytical work scopes often depend on the results of prior steps, each subsequent work order can be more explicitly tailored to the particulars of the waterbody in a highly collaborative process with the contractors. Staff is also

accelerating MFL development for other priority waterbodies. This will result in earlier field data collection (water levels, surveying, and biology) and development of river models prior to final MFL analysis and production of each technical report.

The term of the master contracts is one year, renewable each year up to five years total if required. Fiscal year 2013/2014 will be the fourth year of the contracts. Staff can issue Work Orders only during the first three years of a contract. The remaining two years are available for completion of work products that are authorized prior to the end of the third year. The firms listed below have been or will be issued work order(s) for work to be completed in the final two years of their respective contracts.

The list of six contractors authorized under this item are:

- BCI Engineers & Scientists, Inc. (now AMEC Environment & Infrastructure, Inc.)
- Janicki Environmental, Inc.
- Engineering & Applied Science, Inc. (now ECT, Inc.)
- GPI Southeast, Inc.
- HSW Engineering, Inc.
- Intera, Inc.

The contractors listed above are grouped into three different categories as follows:

- Category 1 – Hydrologic and Hydraulic Modeling
- Category 2 – Water Quality/Quantity Assessment
- Category 3 – Biological Assessment

Products developed by the consultants will be analyses, models and/or reports, and will include full documentation of results. District staff will use these materials to develop a final technical report for each water body that defines the recommended MFLs. After independent peer review and Governing Board review and approval, the recommended MFLs would be adopted into 40B-8, Florida Administrative Code.

Work efforts are focused on the Lower Santa Fe and Ichetucknee Rivers, the Upper and Middle Suwannee Rivers, the Alapaha and Withlacoochee Rivers including associated priority springs of these waterbodies. Also included are a number of lakes including Butler, Sampson, Rowell, and Crosby. Funds not expended in each fiscal year will carry forward to subsequent years' budgets.

Funds for these contractual services are in the proposed fiscal year 2013/2014 budget.

/dd

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

DATE: August 26, 2013

RE: North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a cost-share agreement with the St. Johns River Water Management District (SJRWMD) for the North Florida Regional Water Supply Partnership facilitation services for an amount not to exceed \$68,456 for fiscal year 2013/2014.

BACKGROUND

The objective of this agreement is to continue sharing the cost of the Florida Conflict Resolution Consortium (FCRC) Consensus Center through Florida State University to provide meeting facilitation assistance and related support to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (Committee). The FCRC was created by the Florida Legislature and based in Tallahassee at Florida State University. The District and the SJRWMD have been sharing the funding for FCRC's facilitation services to the Committee. This cost-share agreement will continue funding these services through fiscal year 2013/2014 (September 30, 2014).

Facilitation services provided by the FCRC will continue to include: facilitation of Committee meetings and guide the Committee toward accomplishing its goals; preparation and distribution of agendas and meeting materials; preparation and distribution of meeting minutes; preparation and maintenance of the Committee work plan; and coordination of all communication between Committee members and District staff. Contracting independent facilitation services has provided for significant savings in staff time allowing staff from both districts to focus on meeting content, preparation of technical presentations, and analyses requested by the Committee.

The total FY 2014 cost is estimated to be \$136,910 with the District providing half of the cost, approximately \$68,456. District staff anticipates that this process will continue through September 2015.

Attached is an evaluation summary showing committee members' satisfaction with the meetings and the facilitators. Since June 2012, the average satisfaction rating for the facilitators was 9.2

indicating "Very Good" according to the ranking criteria. Further details can be found on the attachment.

Funding for this item is budgeted in the Water Supply fiscal year 2013/2014 budget.

CH/dd

**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-AUGUST 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	9.1
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	9.2
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	8.6
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	9.2
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	8.8
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	9.0

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-AUGUST 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	8.2
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	8.4
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	8.3

NFRWSP SAC MEETING OBJECTIVES EVALUATION RESULTS SUMMARY—JUNE 2012-AUGUST 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	8.4

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

DATE August 26, 2013

RE: Reauthorization to Renew Contract with the United States Geological Survey for Isotopic Sampling of Spring Water and Groundwater near White Sulphur Springs, SRWMD Contract Number 11/12-122 and Joint Funding Agreement 12GGESMC000057

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew the Joint Funding Agreement with the USGS for water sampling and analysis services at White Sulphur and Suwannee springs. The renewal is a no-cost extension and only seeks to extend the contract term.

BACKGROUND

At the November 2012 District Governing Board meeting, the Governing Board authorized the Executive Director to amend Contract Number 11/12-122 with the United States Geological Survey to collect and analyze water samples from White Sulphur Springs, Suwannee Springs, groundwater wells, and Bell Springs for their isotope chemistry to help determine the hydrogeologic source and age of sulfur-laden spring water.

As required in the scope of work, sampling must be performed under two different hydrologic conditions. Unfortunately, water conditions at the spring were not conducive for the collection of the second set of samples. This staff recommendation requests that the term of the Contract and Joint Funding Agreement be extended to September 30, 2014.

/dd

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Reauthorization to Amend Contract with Nestlé Waters North America, Contract Number 05/06-102

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to extend the current revenue contract with Nestlé Waters North America for an additional year of service from October 1, 2013, until September 30, 2014, with payment to the District of \$70,000.

BACKGROUND

The water use permit for Nestlé Waters North America (NWNA), 2-98-00025, requires environmental monitoring for the Withlacoochee River and Madison Blue Spring. Staff finds that it is efficient and effective for the permittee to pay the District to include the gages in our cooperative network with the U.S. Geological Survey (USGS).

The payment of \$70,000 consists of \$64,000 that will fund continuous stage and discharge data at the Withlacoochee River near Lee and Madison Blue Spring gages, and \$6,000 for collection of stage and discharge data at the Withlacoochee River near Madison gage.

The revenue will be passed through to a separate contract with the USGS to conduct the monitoring.

MW/dd

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Authorization to Enter into Contract with Vieux & Associates, Inc., to Purchase Gage-Adjusted Radar-Rainfall Data

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to extend the existing contract with Vieux & Associates, Inc., to purchase gage-adjusted radar rainfall data for fiscal year 2013/2014 for an amount not to exceed \$28,800.

BACKGROUND

The District has acquired gage-adjusted radar rainfall data since February 2001. The service will continue to provide radar-derived daily rainfall estimates on a 2-kilometer by 2-kilometer grid throughout the District. Precipitation data from this process is essential for the estimation of groundwater recharge, for use as inputs to hydrologic modeling efforts, for the support of agricultural, regulatory, and District land management activities, for the maintenance of District rainfall records, and for the development of accurate water budgets. This data has been requested by land managers, researchers, and agricultural agencies. The District also uses it to analyze rainfall extremes such as drought, floods, and hurricanes on a scale ranging from small watersheds to the entire District.

There is no change in cost from the current fiscal year. Staff proposes to continue purchasing the services of the radar-rainfall data provider under the prices negotiated by the St. Johns River Water Management District.

St. Johns River, Southwest Florida, and South Florida water management districts cooperated to define the request for proposals in order to have consistent coverage over most of the state, as they have done for many years. The consistency in coverage means less uncertainty in modeling across water management boundaries. The services provided by the contractor include delivery in a grid consistent with local projection and the application of documented, repeatable quality assurance methods.

Funding for this contract is included in the proposed fiscal year 2013/2014 budget under the Water Resources Monitoring budget in Fund 01.

MW/dd

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Streamgaging Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the USGS in the amount of \$557,700 for streamgaging services of which \$359,700 will be provided by or through the District.

BACKGROUND

The proposed fiscal year 2013/2014 contract with the USGS Tallahassee District is a joint funding agreement of \$557,700, with the District providing \$359,700 and the USGS contributing \$198,000. Two cooperating partners will contribute a total of \$91,600 toward the District's share: Nestle Waters North America will fund all or part of three gages (Withlacoochee River near Madison, Withlacoochee River near Lee, and Blue Springs near Madison) for a total of \$70,000, and the Packaging Corporation of America will partly fund the Withlacoochee River near Pinetta for \$21,600. With these partners, the District's share of the agreement is \$268,100.

For the current fiscal year, the total contract value is \$543,800 with the District's share being \$345,700. The increase of \$14,000 is due to the proposed reactivation of the stage-discharge gage at Troy Springs (\$11,800) and additional flow measurements on the Santa Fe River requested by the minimum flows and levels program.

The USGS provides maintenance of gages to USGS standards, quality assurance and archiving, availability of real-time and long-term data and statistics, and real-time satellite delivery of data to the National Weather Service River Forecast Center using secure methods. This long-term program provides essential information for floodplain mapping, minimum flows and levels, flood warnings and forecasts through the National Weather Service, drought monitoring, and recreational support including implementation of no-wake levels and public use for boating and paddling conditions. Data obtained through this program are available in real-time to the public via the internet, river level phone line, and upon request.

Table 1 provides a list of the monitoring stations and a breakdown of the proposed cooperative budget.

Funds for this contract are budgeted in the proposed fiscal year 2013/2014 Water Resource Monitoring budget in fund 01.

MW/dd

Table 1: Cooperative Surface Network Florida 2013/2014

STATION NAME / EARLIEST RECORD	Total	NSIP	USGS	SRWMD	COMMENT
RIVERS					
AUCILLA RIVER AT LAMONT / 1950	15,500	15,500	0	0	FFP
AUCILLA RIVER NEAR NUTTAL RISE / 2001	7,300	0	1,000	6,300	
ALAPAHA RIVER NEAR JENNINGS / 1976	16,800	0	8,300	8,500	
ECONFINA RIVER NEAR PERRY / 1950	15,500	15,500	0	0	FFP
SUWANNEE RIVER NEAR BENTON / 1932				0	FDEP
SUWANNEE RIVER AT WHITE SPRINGS / 1906	15,500	15,500	0	0	FFP
SUWANNEE RIVER AT SUW. SPRINGS / 1960	16,800	0	8,300	8,500	FFP
SUWANNEE RIVER AT ELLAVILLE / 1927	15,500	15,500	0	0	FFP, NWG
SUWANNEE RIVER AT DOWLING PARK / 1980	15,500	15,500	0	0	FFP
SUWANNEE RIVER AT LURAVILLE / 1927	16,800	0	8,300	8,500	FFP
SUWANNEE RIVER AT BRANFORD / 1930	15,500	15,500	0	0	FFP, NWG
SUWANNEE RIVER NEAR BELL / 1932	16,800	0	8,300	8,500	
SUWANNEE RIVER NEAR WILCOX / 1930	30,200	0	14,500	15,700	FFP, NWG, MFL
SUWANNEE RIVER AT MANATEE SPRING / 1992	7,300	0	1,000	6,300	FFP
SUWANNEE RIVER AT FOWLER'S BLUFF / 1988	7,300	0	1,000	6,300	FFP
SUWANNEE RIVER AB GOPHER RIVER NR SUWANNEE WITH WQ / 2003	35,800	0	14,500	21,300	FWS
NEW RIVER NEAR LAKE BUTLER / 1950	16,800	0	8,300	8,500	
SANTA FE RIVER NEAR GRAHAM / 1957	16,800	0	8,300	8,500	MFL
SANTA FE RIVER AT WORTHINGTON SPRINGS / 1931	16,800	0	8,300	8,500	MFL
SANTA FE RIVER AT O'LENO STATE PARK / 1989	16,800	0	1,000	15,800	
SANTA FE RIVER NEAR FORT WHITE / 1927	15,500	15,500	0	0	FFP, MFL
SANTA FE RIVER AT THREE RIVERS / 1998	7,300	0	1,000	6,300	FFP, NWG
SANTA FE RIVER NEAR HILDRETH WITH WQ / 1947	32,400	0	16,200	16,200	FFP
STEINHATCHEE RIVER NEAR CROSS CITY / 1950	16,800	0	8,300	8,500	
WACCASASSA RIVER NEAR GULF HAMMOCK / 1963	30,200	0	14,500	15,700	MFL
WITHLACOOCHEE RIVER NEAR PINETTA / 1931	25,400	0	0	25,400	FFP, MFL, PCA
WITHLACOOCHEE RIVER NEAR MADISON / 1947	16,800	0	6,100	10,700	NWNA
WITHLACOOCHEE RIVER NEAR LEE / 2000	22,400	0	0	22,400	NWNA
SANTA FE AT RIVER RISE 6 MEASUREMENTS	3,000	0	1,500	1,500	
SANTA FE AT US 441 6 MEASUREMENTS	3,000	0	1,500	1,500	
SANTA FE NR HIGH SPRINGS 6 MEASUREMENTS	3,000	0	0	3,000	
SUWANNEE AT NOBLES FERRY 6 MEASUREMENTS	3,000	0	0	3,000	
SUBTOTAL RIVERS	\$494,100	\$108,500	\$140,200	\$245,400	

NSIP = NATIONAL STREAMFLOW INFORMATION PROGRAM
 FFP = FLOOD FORECAST POINT
 NWG = NO-WAKE IMPLEMENTATION GAGE
 MFL = MINIMUM FLOW AND LEVEL IMPLEMENTATION GAGE
 FDEP = FUNDED BY FDEP

NWNA: FUNDED ALL OR IN PART BY NESTLE
 PCA: FUNDED BY PACKAGING CORPORATION OF AMERICA
 FWS: PARTLY FUNDED BY US FISH AND WILDLIFE SERVICE
 SWUCA: SPECIAL WATER USE CAUTION AREA

Table 1: Cooperative Surface Network Florida 2013/2014, continued

STATION NAME / EARLIEST RECORD	Total	NSIP	USGS	SRWMD	COMMENT
SPRINGS					
BLUE SPRING NEAR MADISON / 2002	40,500	0	0	37,500	NWNA, MFL
FANNING SPRING NR WILCOX / 1997	33,200	0	16,600	16,600	MFL
ICHETUCKNEE RIVER NEAR HILDRETH / 1898	0	0	0	0	FDEP
ALAPAHA RISE / 1976	16,800	0	8,300	8,500	SWUCA, MFL
MANATEE SPRING NR CHIEFLAND / 1982	33,200	0	16,600	16,600	MFL
WACISSA RIVER NEAR WACISSA / 1971	19,800	0	8,000	11,800	
BLUE HOLE SPRING NEAR HILDRETH / 1975	16,800	0	8,300	8,500	
TROY SPRINGS (APRIL 1 – SEPT 30)	11,800	0	0	11,880	
SPRINGS SUBTOTAL	\$175,100	0	\$57,800	\$114,300	
RIVERS SUBTOTAL	\$494,100	\$108,500	\$140,200	\$245,400	
TOTAL	\$666,200	\$108,500	\$198,000	\$359,700	

NSIP = NATIONAL STREAMFLOW INFORMATION PROGRAM
 FFP = FLOOD FORECAST POINT
 NWG = NO-WAKE IMPLEMENTATION GAGE
 MFL = MINIMUM FLOW AND LEVEL IMPLEMENTATION GAGE
 FDEP = FUNDED BY FDEP

NWNA: FUNDED IN PART BY NESTLE WATERS
 PCA: FUNDED BY PACKAGING CORPORATION OF AMERICA
 FWS: PARTLY FUNDED BY US FISH AND WILDLIFE SERVICE
 SWUCA: SPECIAL WATER USE CAUTION AREA

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Georgia District, for Streamgaging Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the USGS in the amount of \$25,005 for streamgaging services of which \$18,885 will be provided by the District.

BACKGROUND

The proposed fiscal year 2013/2014 contract with the USGS Georgia District is a joint funding agreement totaling \$25,005 and consists of USGS and District contributions of \$6,120 and \$18,885, respectively, for one gage on the Alapaha River, one on the Withlacoochee River, and one on the Little River, a major tributary of the Withlacoochee River.

For the current fiscal year, the total contract value is \$25,163 with the District's share being \$18,738 for the three gages. The District's cost increased by \$147 for fiscal year 2013/2014.

The purpose of the contract is to continue the existing long-term streamgaging program in major streams in Georgia contributing to river flows in the Suwannee River Water Management District. Almost 60 percent of the Suwannee River Basin lies in Georgia. The gages in this program were critical during the April 2009 flood when they reported historic high flows on the Alapaha and Little rivers and provided advance notice of extreme flooding downstream. The program supports essential flood warnings and forecasting for the District through the National Weather Service; drought monitoring; and data to support the minimum flows and levels (MFL) program. Data obtained through this program are available in real-time to the public via the internet and upon request.

Table 1 provides a list of the monitoring stations and a breakdown of the proposed cooperative budget for fiscal year 2013/2014. The Environmental Protection Division of the Georgia Department of Natural Resources will contribute the balance of the gaging costs for the Little River under separate agreement with the USGS.

Funds for this contract are budgeted in the proposed fiscal year 2013/2014 Water Resource Monitoring budget in fund 01.

MW/dd

Table 1: Cooperative Surfacewater Network

	Beginning Record	Total Cost	USGS Contribution	SRWMD Contribution
Withlacoochee River near Quitman	1928	\$13,600	\$6,800	\$6,800
Alapaha River near Alapaha	1937	\$13,600	\$4,070	\$8,505
Little River near Adel	1940	\$13,600	\$5,095	\$3,580*
TOTAL SRWMD				\$18,885

*Matched by Georgia Environmental Protection Division in a separate agreement with the USGS

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Agricultural Water Use Monitoring Update

Update on Agricultural Water Use

BACKGROUND

District permits for agricultural water use contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff has determined that estimating water use with electrical data is the least cost method.

Staff is preparing a letter from the Governing Board to each member of the Boards of Directors of Suwannee Valley, Tri-County, Central Florida and Clay Electric Cooperatives requesting assistance with agricultural water use monitoring.

The Madison County Board of County Commissioners, at their August 21, 2013, meeting, agreed to support the District in using electrical consumption data for agricultural water use monitoring by sending a letter of support to Tri-County Electric Cooperative. Staff is preparing a proposed letter of support for the County's consideration.

Dr. Ann Shortelle and Jon Dinges met with Central Florida Electric Cooperative on August 22, 2013, to share the purpose of and need for the agricultural water use monitoring program and deliver the proposed agreement for sharing electrical consumption data. Staff is scheduled to attend the Central Florida Electric Cooperative Board of Directors meeting on October 21, 2013, at 6:00 p.m.

Staff is scheduled to attend the Tri-County Electric Cooperative Board of Directors meeting on September 9, 2013, at 7:00 p.m.

In regards to installation of water use monitoring equipment, 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 (FDACS) by mid-August using their grant, which was approved by the Governing Board in May 2013.

As of August 21, 2013, there are 150 units deployed. This is approximately 37 percent of the operational wells identified with monitoring conditions since 2011, when the Governing Board first included a monitoring condition. The District has sent invoices totaling \$118,285.50 to FDACS for reimbursement.

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, Division Director, Resource Management

DATE: August 26, 2013

RE: Denial of Environmental Resource Permit Application ERP07-0428M
Hamilton County Economic Development, Hamilton County

RECOMMENDATION

Staff recommends the Governing Board authorize denial, without prejudice, of Environmental Resource Permit application number 07-0428M to Hamilton County for Hamilton County Economic Development, Hamilton County.

BACKGROUND

The original permit was issued on January 22, 2008. That permit expired on January 22, 2011. Ms. Susan Ramsey, with Hamilton County Development Authority, submitted a modification to extend the permit on August 2, 2011. Staff reviewed the permit application and requested additional information on September 1, 2011. During the past two years, District staff and Ms. Ramsey have exchanged letters, emails and phone calls which have resulted in numerous time limit extensions. The final time limit extension required that the requested information be submitted on June 21, 2013. An 18 day letter, which is a letter that informs the applicant that the time limit has passed, the information has not been submitted and the applicant has 18 additional days to respond, was mailed on June 24, 2013. The applicant did not supply information needed to complete the review.

LM/tm

STAFF REPORT

ENVIRONMENTAL RESOURCE PERMIT APPLICATION

DATE: August 26, 2013

PROJECT: Hamilton County Economic Development

APPLICANT:

Susan Ramsey

Hamilton County

1153 US 451 NW, Suite 4

Jasper, FL 32052

PERMIT APPLICATION NO.:ERP07-0428M

DATE OF APPLICATION: 8/2/11

APPLICATION COMPLETE: N/A

DEFAULT DATE: N/A

Recommended Agency Action

Staff recommends denial, without prejudice, of the environmental resource permit application because the applicant did not supply the information necessary to complete the application.

Project Review Staff

Leroy Marshall II, P.E., Senior Professional Engineer, and Alejandra Rodriguez, water resource engineer reviewed the project.

Project Location

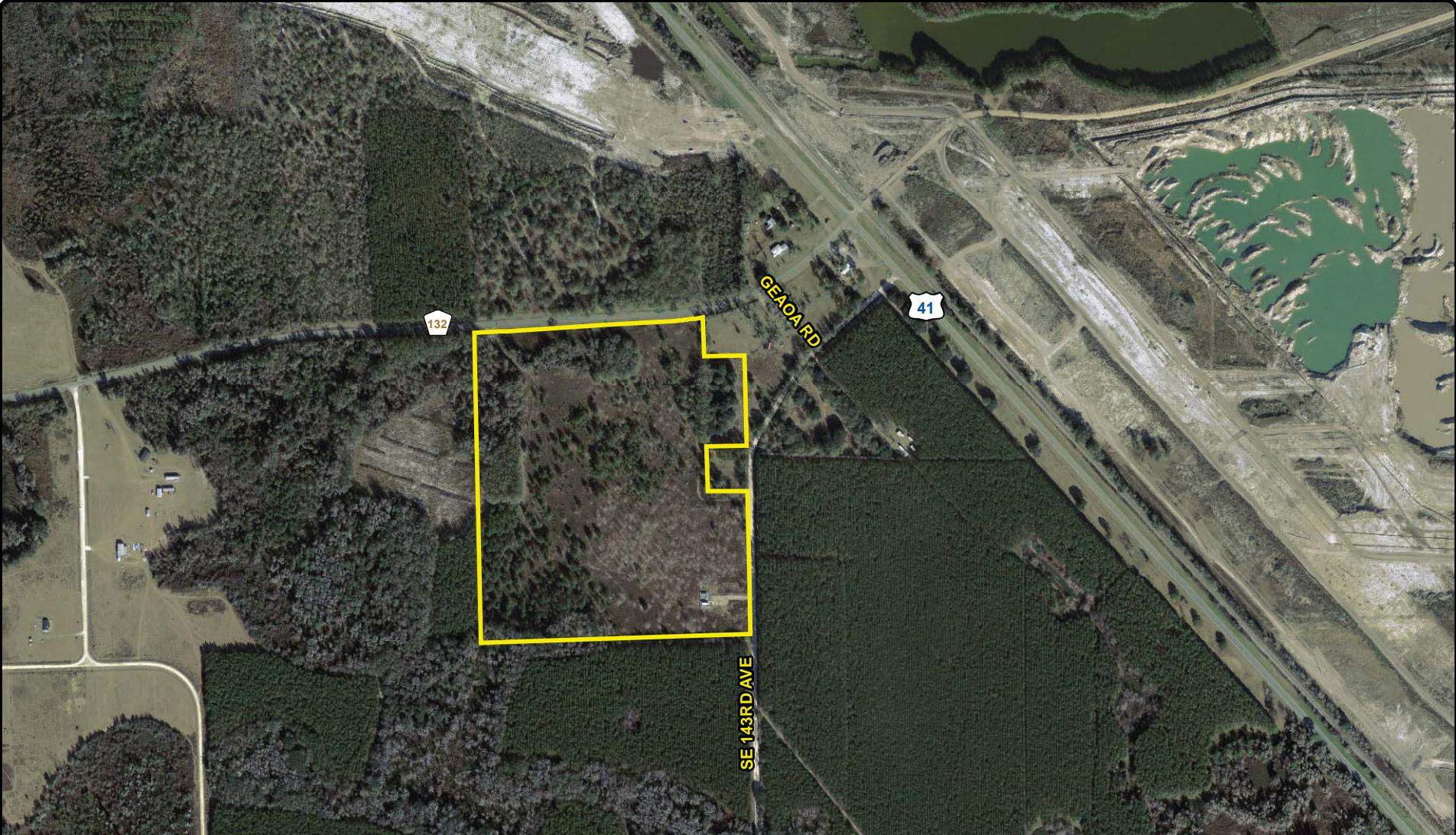
The proposed project is within Township 1 South, Range 15 East, Section 17, in Hamilton County. The site is on the south side of County Road 132.

Project Description

The proposed project consisted of the construction of a manufacturing site.

Site inspection to ensure project was not constructed

Staff inspected the project site on July 16, 2013. There has been no construction on this project.



Hamilton County Economic Development

ERP07-0428M
September 2013



 Project Area



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



MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Approval of Water Use Permit Application Number 2-01-00034.002,
Hale and June Register Place, Alachua County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-01-00034.002 with eighteen standard conditions and three special limiting conditions to Terry Malphurs & Guy Hale in Alachua County.

BACKGROUND

This is a modification for an existing permit to irrigate 156 acres with an Average Daily Rate (ADR) of 0.1155 million gallons daily (mgd). The ADR has decreased 0.0626 mgd, from 0.1781 to 0.1155 mgd. This will be accomplished with two irrigation wells, three center pivots and two livestock wells. 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 April 10, 2021, the modification will expire April 10, 2026) due to voluntarily implementing automated monitoring and decreasing the allocation by more than 25%.

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: August 26, 2013

PROJECT: Hale and June Register Place

APPLICANT:

Terry Malphurs
26619 Northwest 165th Street
Alachua, FL 32615

PERMIT APPLICATION NO.: 2-01-00034.002

DATE OF APPLICATION: June 5, 2013

APPLICATION COMPLETE: June 26, 2013

DEFAULT DATE: September 24, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.1781	mgd	0.1155	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. The permit will expire on April 10, 2026.

Project Review Staff

James Link, P.E., Lindsey Marks, Warren Zwanka, P.G. and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 07 South, Range 18 East, Sections 5 and 9 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 252 acres with approximately 156 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Terry Malphurs. Crops include corn and rye. The applicant will use three center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.1155 mgd, which equates to 9.95 inches of supplemental irrigation annually. This producer is participating in the District cost-share program.

The project area includes four existing wells. Two of the wells will be used for irrigation and two for livestock watering. 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. Terry Malphurs plans to irrigate 156 acres with two crops each year. Crops include corn 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 0.1781 to 0.1155 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 **4/10/2026**. 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): **Agricultural**
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 **2-01-00034.002**.

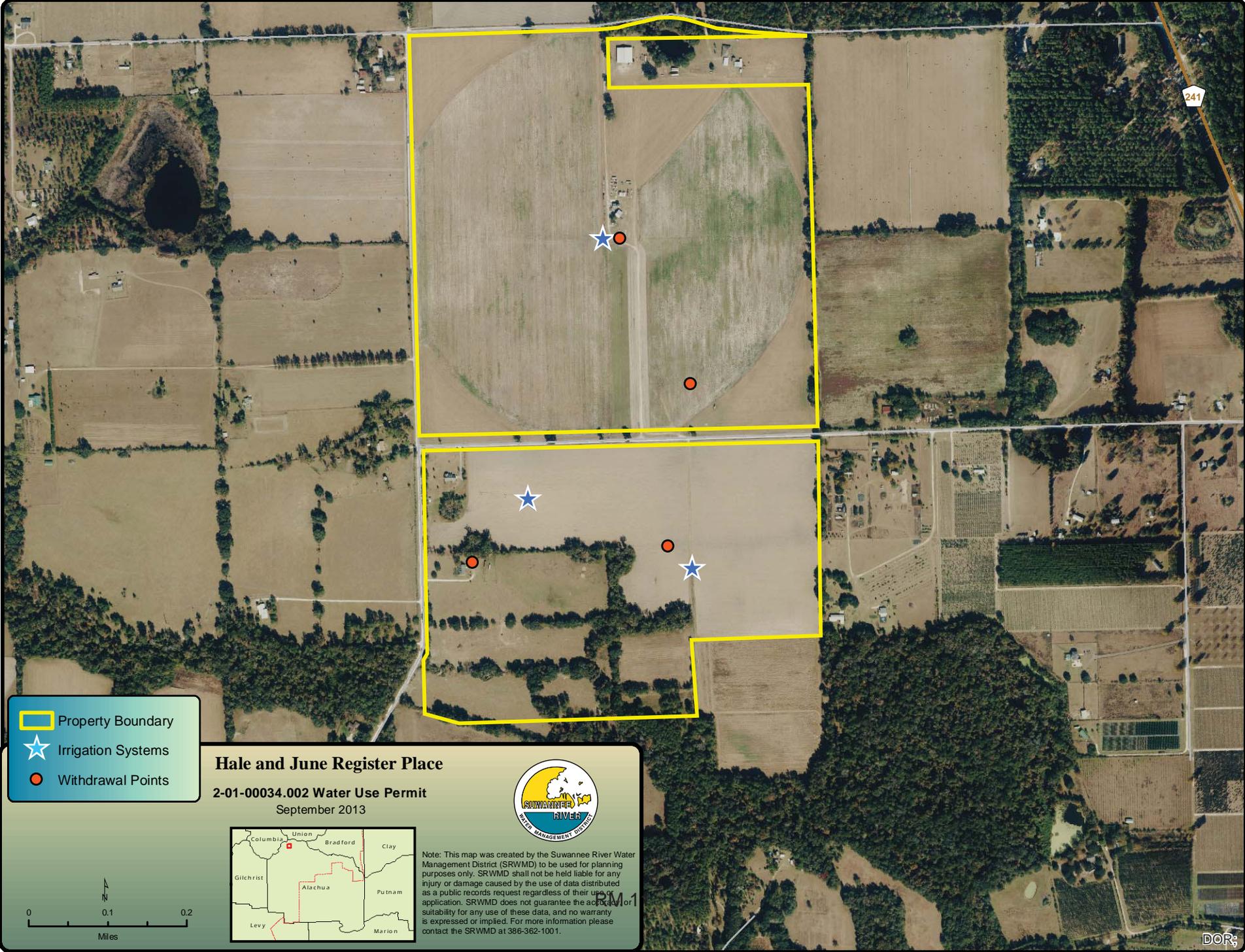
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed 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
2-01-00034.002
Hale and June Register Place

Name	Status	Diameter	Capacity (gpm)	Water Use
Well No. 1	Existing	10	1000	Agricultural
Well No. 2	Existing	10	800	Agricultural
Livestock Well	Existing	4	25	Agricultural
House Well	Existing	4	25	Agricultural



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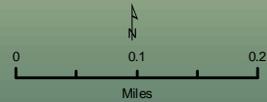
-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

Hale and June Register Place

2-01-00034.002 Water Use Permit
September 2013



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MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Approval of Water Use Permit Application Number 2-12-00047.002,
Glenda Kelley Farms, Alachua County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-12-00047.002 with eighteen standard conditions and two special limiting conditions to Glenda Kelley Trust in Alachua County.

BACKGROUND

This is a modification to an existing permit to irrigate 35 acres with an Average Daily Rate (ADR) of 0.0880 million gallons daily (mgd). The ADR has increased 0.0158 mgd, from 0.0722 to 0.0880 mgd. This increase is less than 16,000 gallons/day. 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 October 1, 2032, modified permit will expire on October 1, 2037) due to voluntarily implementing automated water use monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals 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: August 26, 2013

PROJECT: Glenda Kelley Farms

APPLICANT:
Glenda Kelley Trust
8007 SW 250th Street
Newberry, FL 32669

PERMIT APPLICATION NO.: 2-12-00047.002
DATE OF APPLICATION: May 23, 2013
APPLICATION COMPLETE: August 6, 2013
DEFAULT DATE: November 4, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.0722	mgd	0.0880	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Alachua County. The permit includes eighteen standard conditions and two 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 October 1, 2032, and the modified permit will expire on October 1, 2037.

Project Review Staff

Lindsey Marks, Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 10 South, Range 17 East, Section 34 in Alachua County. The project is located within the Waccasassa River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 156 acres with approximately 35 acres being irrigated using groundwater. The water use calculations were based upon the irrigated acreages and crop types provided by Glenda Kelley Trust. Crops include corn and sorghum with winter oats. The applicant will use one center pivot for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.0880 mgd, which equates to 33.8 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes one active well that is used for agricultural purposes. 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. Glenda Kelley Trust plans to irrigate 35 acres with three crops each year. Crops include corn and sorghum with winter rye.

Water Conservation

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

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 **10/1/2037**. 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): **Agricultural**
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 **2-12-00047.002**.

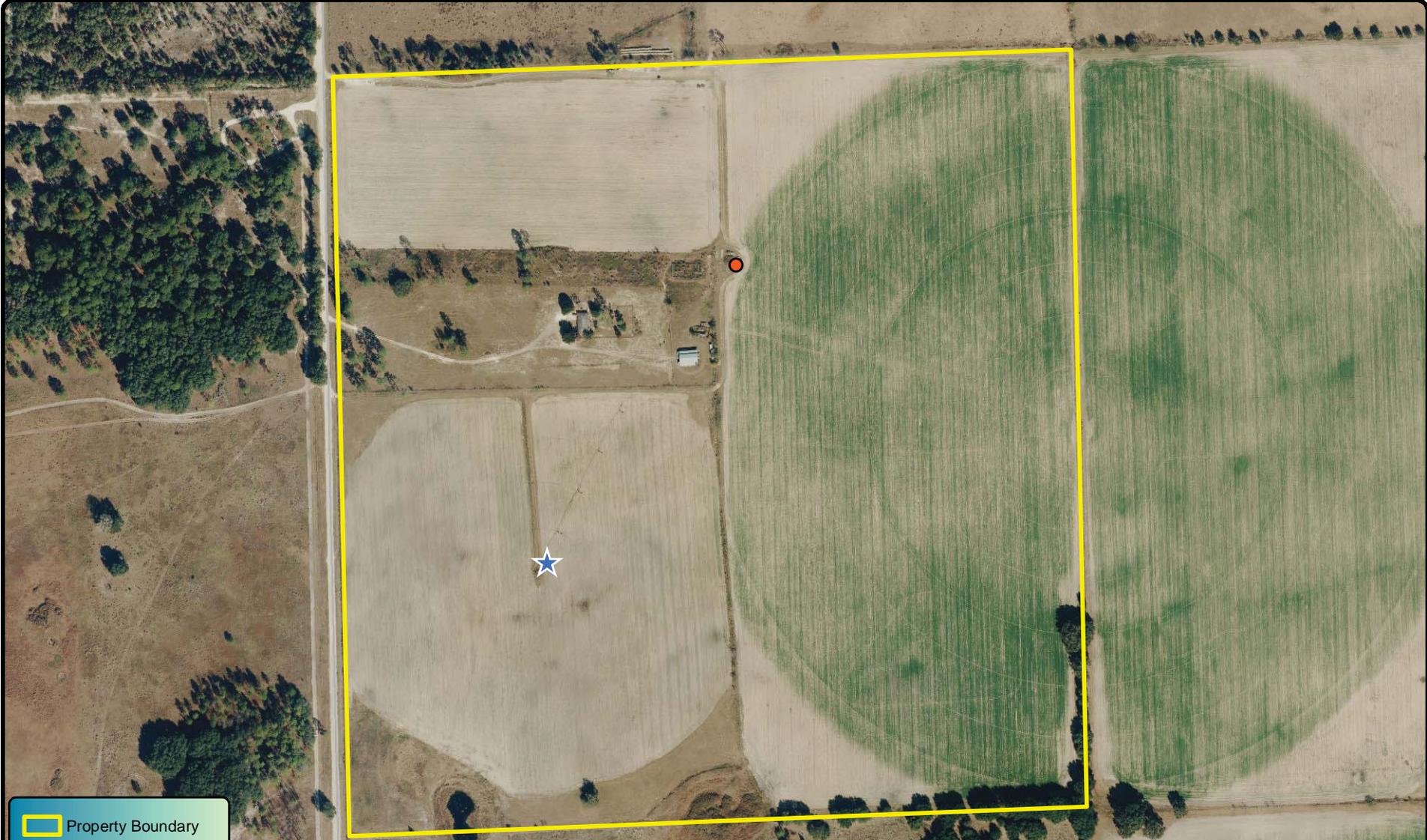
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed 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 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
2-01-00038.006
Glenda Kelley Farms

Name	Status	Diameter	Capacity (gpm)	Water Use
Glenda Kelley 10-inch Well	Existing	10	800	Agricultural



-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

Glenda Kelley Farm

2-12-00047.002 Water Use Permit
September 2013



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MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Approval of Water Use Permit Application Number 2-84-00587.004,
Herman Sanchez, Sr. Farm, Dixie County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-84-00587.004 with eighteen standard conditions and two special limiting conditions to Herman Sanchez, Sr. in Dixie County.

BACKGROUND

This is a modification of an existing permit to irrigate 72 acres of corn, beans, peanuts, oats, and rye, and provide water to 1,000 head of beef cattle with an Average Daily Rate (ADR) of 0.1494 million gallons daily (mgd). Approximately half of the project, 68 acres, and one irrigation well will be transferred to Herman Sanchez, Jr. (permit no. 2-96-00002.006) and the ADR will increase 0.0025 mgd from the previous allocation of 0.1469 mgd. The modified project will consist of two agricultural wells and two center pivots. The project area is not located within a Water Resource Caution Area. The applicant wishes to voluntarily implement automated water use monitoring to participate in the District-wide agricultural cost-share program and receive a ten-year permit extension. The existing permit expires on March 10, 2020, and the modified permit would expire on March 10, 2030.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals 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: August 26, 2013

PROJECT: Herman Sanchez, Sr. Farm

APPLICANT:
Herman Sanchez, Sr.
PO Box 1107
Cross City, FL 32628

PERMIT APPLICATION NO.: 2-84-00587.004
DATE OF APPLICATION: August 13, 2013
APPLICATION COMPLETE: August 13, 2013
DEFAULT DATE: November 11, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.1469*	mgd	0.1494	mgd

*Based on the untransferred portion of the project

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Dixie County. The permit includes eighteen standard conditions and two special limiting conditions. Staff recommends a ten-year permit extension pursuant to 40B-2.331(2), F.A.C., due to voluntarily implementing automated water use monitoring. The permit will expire on March 10, 2030.

Project Review Staff

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

Project Location

The withdrawal facilities are located in Township 10 South, Range 12 East, Sections 12 and 13 in Dixie County. The project is located within the Suwannee River Basin and Coastal Rivers Basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 174 acres with approximately 72 acres being irrigated using groundwater. 68 irrigated acres were transferred to permit 2-96-00002.006 and the crop type changed from hay to a rotation of corn, beans, peanuts, oats, and rye. The water use calculations were based upon AFSIRS supplemental irrigation requirements for the crop types (corn, peanuts, beans, oats, and rye), the irrigated acreages, and the industry standard watering needs of 1,000 beef cattle. The applicant uses one well and one center pivot for irrigation, and one well for livestock watering. The well inventory can be found in the table on Attachment A. The Average Daily Rate (ADR) of withdrawal was calculated as 0.1344 mgd for agricultural irrigation (25.1 inches of supplemental irrigation annually) and 0.015 mgd for livestock watering. This producer is participating in the District-wide agricultural cost-share program.

Demonstration of Need

Demonstration of need was determined using the University of Florida's IFAS irrigation model (AFSIRS) for 72 acres of a corn, peanuts, beans, oats, and rye crop rotation, and industry standard 15 gpd per head of beef cattle.

Water Conservation

Water Conservation Worksheets for Center Pivot Irrigation and for Livestock are not required for water uses under 0.25 mgd.

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, F.A.C.

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 the supplemental irrigation requirements determined by AFSIRS and industry standard water needs for livestock, 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. The use of groundwater to irrigate agricultural crops and water livestock 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 Upper Floridan aquifer 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 irrigation requirements 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)]

An alternative water supply or lower quality water source is not available for use on this project at this time.

Standard Conditions

1. This permit shall expire on **3/10/2030**. 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): **Agricultural**
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 **2-84-00587.004**.

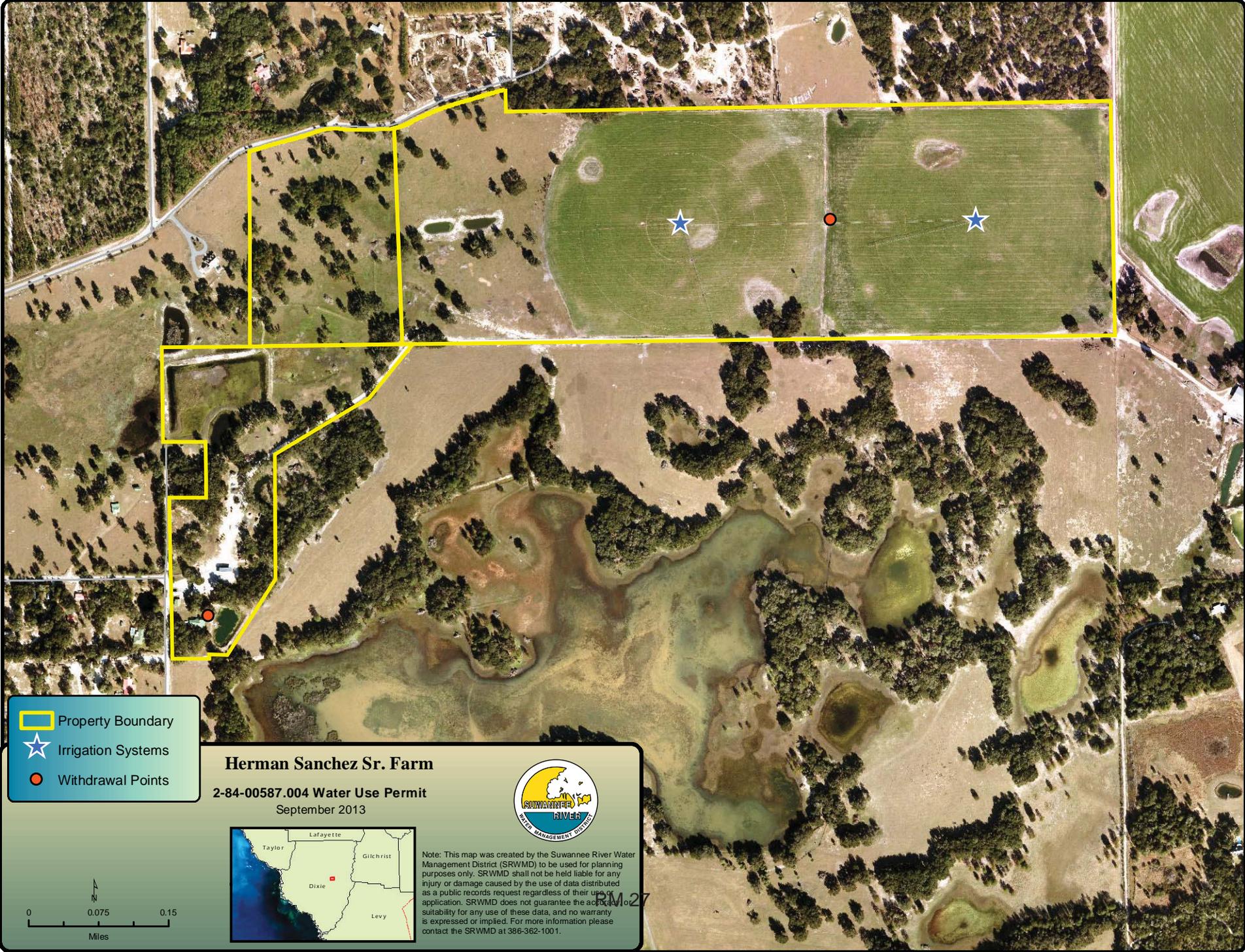
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed 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. 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 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
2-84-00587.004
Herman Sanchez, Sr. Farm

Name	Status	Diameter	Capacity (gpm)	Water Use
Well No. 1	Existing	10	1100	Agricultural
House/Livestock Well	Existing	4	20	Agricultural

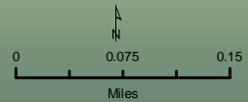


-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

Herman Sanchez Sr. Farm

2-84-00587.004 Water Use Permit

September 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: August 30, 2013

RE: Approval of Water Use Permit Application Number, 2-96-00002.006,
Sanchez Farms, Dixie County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-96-00002.006 with eighteen standard conditions and three special limiting conditions to Sanchez Farms, LLC in Dixie County.

BACKGROUND

This is a modification of an existing permit to irrigate 957 acres of corn, peanuts, beans, oats, and rye, and provide water to 100 beef cattle with an Average Daily Rate (ADR) of 1.7886 million gallons daily (mgd). 68 acres and one agricultural well will be transferred from Herman Sanchez, Sr. (permit no. 2-84-00587.004) and the ADR will decrease 0.0454 mgd from the previous allocation of 1.834 mgd. The modified project will consist of 10 agricultural wells and 12 center pivots. The project area is not located within a Water Resource Caution Area. The applicant wishes to voluntarily implement automated water use monitoring to participate in the District-wide agricultural cost-share program and receive a ten-year permit extension. The existing permit expires on December 15, 2017, and the modified permit would expire on December 15, 2027.

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: August 30, 2013

PROJECT: Sanchez Farms, LLC

APPLICANT:
Sanchez Farms, LLC
479 NE 446th Street
Old Town, FL 32680

PERMIT APPLICATION NO.: 2-96-00002.006
DATE OF APPLICATION: July 3, 2013
APPLICATION COMPLETE: July 3, 2013
DEFAULT DATE: October 1, 2013

Manager/Member Detail: Sanchez Farms, LLC

The Herman Sanchez, Jr. Trust 479 NE 446th Street Old Town, FL 32680	MGRM
The Virginia Sanchez Trust 479 NE 446th Street Old Town, FL 32680	MGRM
Irrevocable Trust FBO Kelby Sanchez 479 NE 446th Street Old Town, FL 32680	MGRM
Irrevocable Trust FBO Herman Sanchez, III 479 NE 446th Street Old Town, FL 32680	MGRM

	Previous Quantities:	Proposed Quantities:
Average Daily Rate (ADR)	1.8340* mgd	1.7886 mgd

*Includes allocation from permit 2-84-00183 that was transferred to this permit

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural use located within Dixie County. The permit includes eighteen standard conditions and three special limiting conditions. Staff also recommends a ten-year permit extension pursuant to 40B-2.331(2), F.A.C., due to voluntarily implementing automated water use monitoring. The existing permit will expire on December 15, 2017, and the modified permit will expire on December 15, 2027.

Project Review Staff

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

Project Location

The withdrawal facilities are located in Township 10 South, Range 12 East, Section 12 and Township 10 South, Range 13 East, Sections 06, 07, 17, and 18 in Dixie County. The project is located within the Lower Suwannee River basin and the Coastal Rivers basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 1,443 acres with approximately 957 acres being irrigated using groundwater. One well was previously included in permit 2-84-00587 and is now being included in this permit. The water use calculations were based upon AFSIRS supplemental irrigation requirements for the crop types (corn, peanuts, beans, oats, and rye), the irrigated acreages, and the industry standard watering needs of 100 beef cattle. The applicant uses 8 wells and 12 center pivots for irrigation, one well for industrial uses, and one well for livestock watering. The well inventory can be found in the table on Attachment A. The Average Daily Rate (ADR) of withdrawal was calculated as 1.7871 mgd for agricultural irrigation (25.1 inches of supplemental irrigation annually) and 0.0015 mgd for livestock watering. This producer is participating in the District-wide agricultural cost-share program.

Demonstration of Need

Demonstration of need was determined using the University of Florida's IFAS irrigation model (AFSIRS) for 957 acres of a corn, peanuts, beans, oats, and rye crop rotation, and industry standard 15 gpd per head of beef cattle.

Water Conservation

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

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, F.A.C.

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 the supplemental irrigation requirements determined by AFSIRS and industry standard water needs for livestock, 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. The use of groundwater to irrigate agricultural crops and water livestock 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 Upper Floridan aquifer 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 irrigation requirements 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, 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)]

An alternative water supply or lower quality water source is not available for use on this project at this time.

Standard Conditions

1. This permit shall expire on **12/15/2027**. 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): **Agricultural**
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.

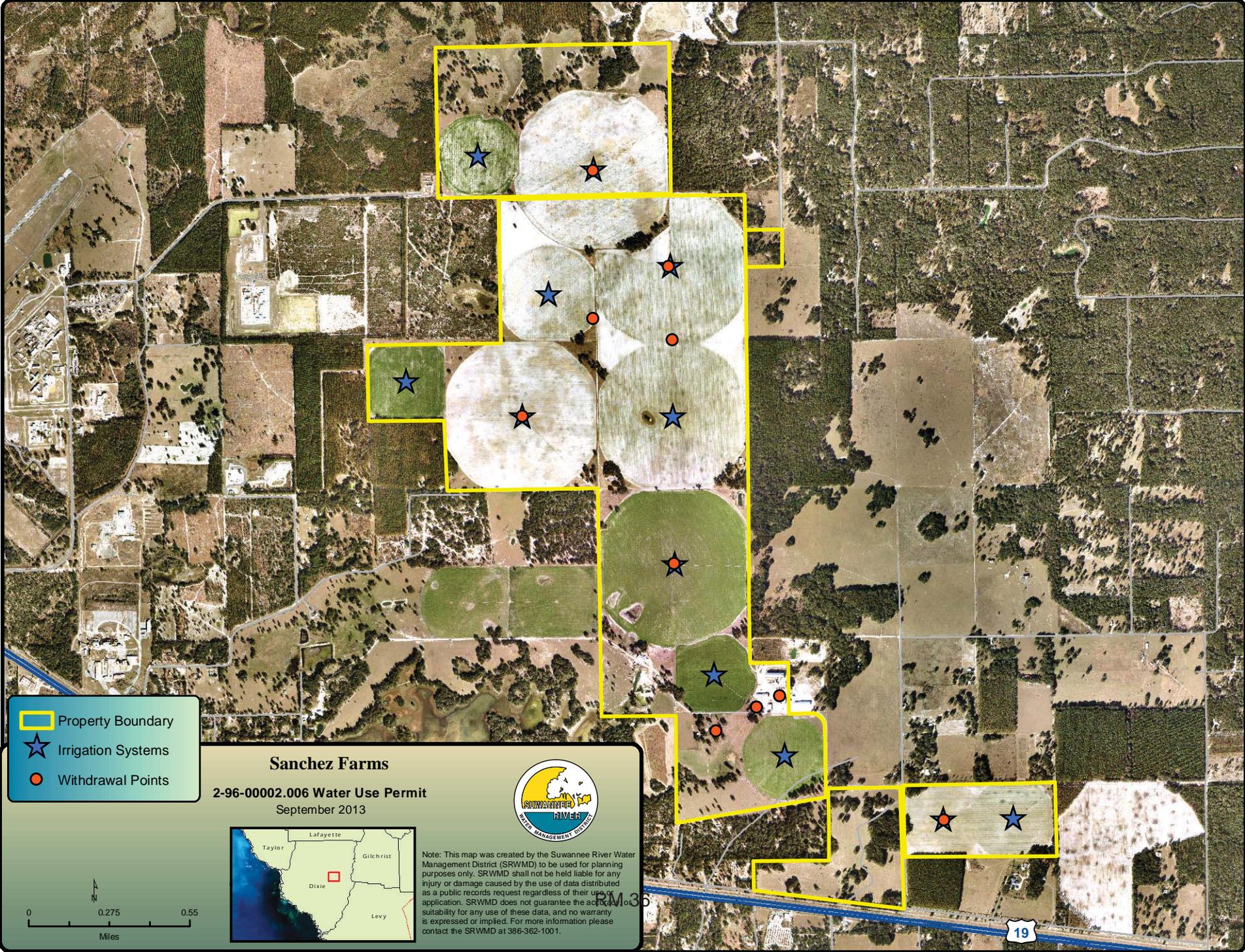
16. All correspondence sent to the District regarding this permit must include the permit number **2-96-00002.006**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, 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
2-96-00002.006
Sanchez Farms, LLC

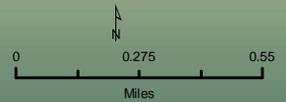
Name	Status	Diameter	Capacity (gpm)	Water Use
Shop Well	Active	2	20	Ind
House/Livestock Well	Active	2	40	Agricultural
Kelby House Well	Active	10	1000	Agricultural
Ocean Pond Well	Active	10	1200	Agricultural
Barn Well	Active	10	600	Agricultural
Melon Shed Well	Active	10	1000	Agricultural
New Boyette Well	Active	8	650	Agricultural
Osteen Well	Active	10	1200	Agricultural
Rye Grass Well	Active	10	1200	Agricultural
Bodiford Well	Active	10	1000	Agricultural



- Property Boundary
- Irrigation Systems
- Withdrawal Points

Sanchez Farms

2-96-00002.006 Water Use Permit
September 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.

MEMORANDUM

TO: Governing Board

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

DATE: August 26, 2013

RE: Approval of Water Use Permit Application Number
2-98-00025.006, Nestle Waters North America, Alachua County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-98-00025.006 with three standard conditions and thirty-three special limiting conditions to Nestle Waters North America, Inc., in Madison County.

BACKGROUND

Nestle Waters North America, Inc. (NWNA) operates a 600,000 ft² beverage processing facility in eastern Madison County that employs 182 people. The applicant has requested a revision to a special condition on their existing permit to allow the use of a portion of the current 1.6132 mgd allocation for beverage processing use at facilities external from the NWNA Madison plant. The applicant has demonstrated a need for up to 0.475 mgd to support their Zephyhills Plant in Pasco County during pipeline maintenance/repair, and up to 0.033 mgd to support a new product line bottled in Fitzgerald, GA through 2015, when it will be bottled at the Madison facility. The Madison plant is only capable of bulk transporting 0.468 mgd and, therefore, the portion of the current allocation authorized for these uses is limited by that capacity. NWNA will provide a separate accounting of water used to support external facilities in their monthly water use report to the District. No other changes were made to the existing permit, which expires May 6, 2018.

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: August 26, 2013

PROJECT: Nestle Waters North America, Inc.

APPLICANT:

Kent S. Koptiuch

Nestle Waters North America, Inc.

690 NE Hawthorne Avenue

Lee, FL 32059

PERMIT APPLICATION NO.: 2-98-00025.006

DATE OF APPLICATION: July 10, 2013

APPLICATION COMPLETE: August 22, 2013

DEFAULT DATE: November 19, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	1.6132	mgd	1.6132	mgd

Recommended Agency Action

Staff recommends approval of a modification to a Water Use Permit for an existing beverage processing facility located in Madison County. The modification authorizes the use of up to 0.468 mgd of the current 1.6132 mgd groundwater allocation for beverage processing uses at facilities external to the Madison plant. The permittee will provide a monthly accounting of water used for this purpose to the District. No other changes to the current permit were requested.

Project Review Staff

Warren Zwanka, P.G. and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 01 North, Range 10 East, Section 24; and Township 01 North, Range 11 East, Section 19 in Madison County. The project is located on the Withlacoochee River and is not located within a Water Resource Caution Area.

Project Description

The project area consists of 430 total acres of land and a 600,000 ft² beverage processing facility. NWNA employs 182 people and the facility represents an initial investment of over \$100 million. Since construction, NWNA has invested approximately \$30 million in facility expansions and improvements. Scheduled (January 2014) and unforeseen maintenance/repair at NWNA's Zephyrhills Facility and the start-up of a new sparkling water line have prompted the request for use of groundwater withdrawn at the Madison plant for beverage processing use at external facilities.

The project includes two production wells, one facility well, and one proposed back-up production well currently used for groundwater monitoring. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the continuation of their current allocation. Included within the current allocation, the applicant has also demonstrated the need for up to 0.475 mgd to support their Zephyrhills Plant in Pasco County during pipeline maintenance/repair (both scheduled and unscheduled), and up to 0.033 mgd to support a new product line bottled in Fitzgerald, GA through 2015. However, the Madison facility is only capable of bulk transporting 0.468 mgd of groundwater for beverage processing use at facilities external to the Madison plant.

Water Conservation

N/A (Letter Modification)

Minimum Flows and Levels Compliance

N/A (Letter Modification)

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. The evaluation of interference with existing legal uses of water was performed in the review of existing Water Use Permit 2-98-00025.M4. This modification does not effect the amount of water currently allocated, which is not reported to have interfered with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

Yes. The evaluation of consistency with the public interest was performed in the review of existing Water Use Permit 2-98-00025.M4. 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. The evaluation of economic and efficient use was performed in the review of existing Water Use Permit 2-98-00025.M4.

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

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

Yes. The evaluation of the use of groundwater to sell for human consumption as both reasonable and consistent with the public interest was performed in the review of existing Water Use Permit 2-98-00025.

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 evaluation of source productivity was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

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

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

No. The evaluation of source degradation was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

Will the use cause or contribute to flooding?

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

No. The evaluation of flooding concern was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

Will the use harm offsite land uses?

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

No. The evaluation of harm to offsite land uses was performed in the review of existing Water Use Permit 2-98-00025.M4 and 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 evaluation of harm to wetlands or other surface waters was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

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

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

No. The evaluation of violation of minimum flows or levels was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

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 evaluation of violation of state water quality standards was performed in the review of existing Water Use Permit 2-98-00025.M4 and is not a concern.

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 deemed the use as reasonable-beneficial pursuant to subsection 62-40.410(2), F.A.C., during the review of existing Water Use Permit 2-98-00025.M4.

Has the permit applicant proposed an alternative water supply?

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

An alternative water supply for this project is not feasible at this time.

Standard Conditions

No changes

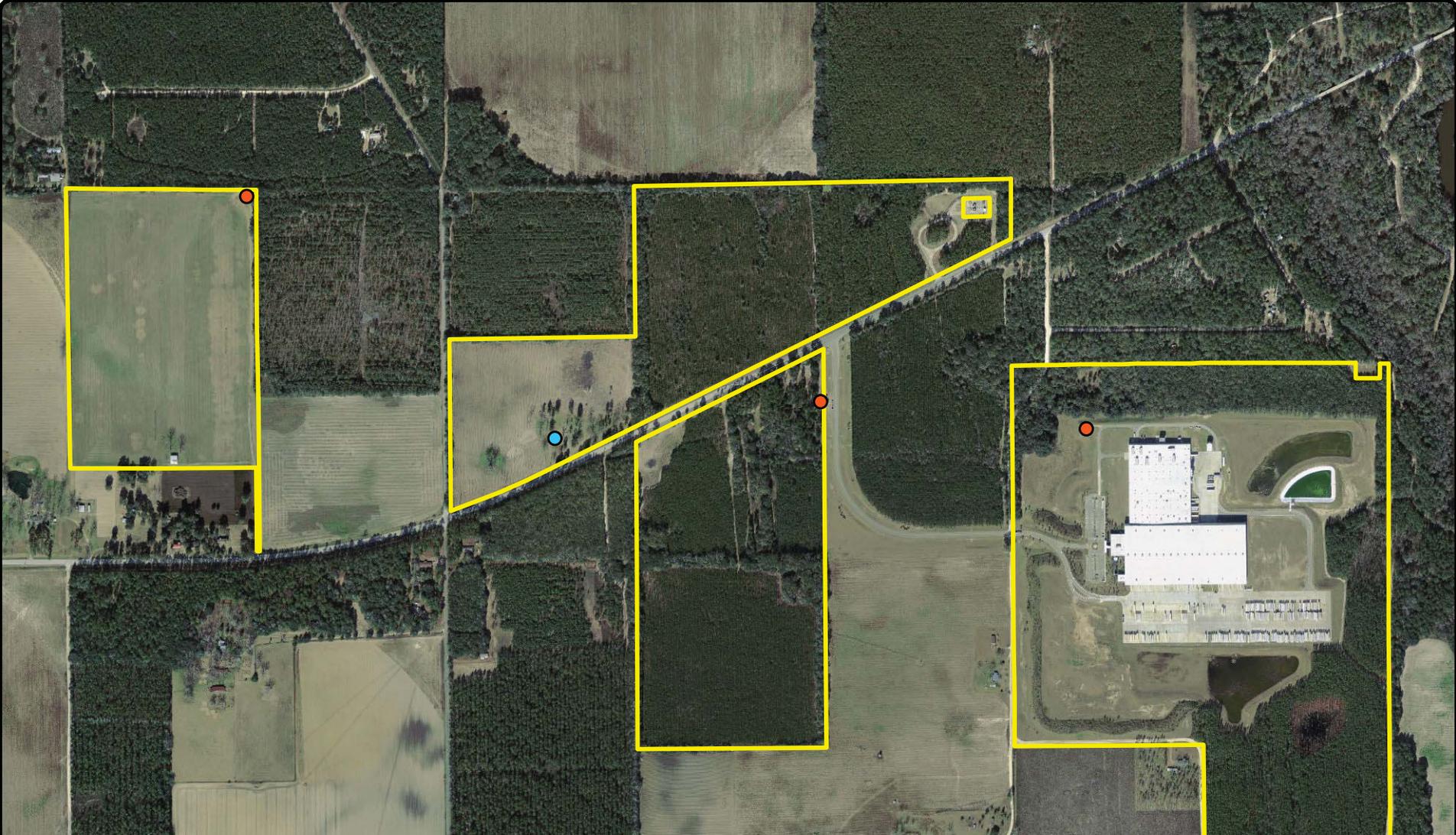
Special Limiting Conditions

20. **(Revised Special Limiting Condition)** Maximum daily groundwater withdrawals for beverage processing and commercial/industrial use shall not exceed 1.6132 million gallons per day (mgd) for this project. Within this total allocation, only the following groundwater withdrawals for beverage processing use at facilities external to the Madison plant are authorized:
 - a. Up to 0.033 mgd for new product line establishment from 2013 through 2015;
 - b. Up to 0.435 mgd for back-up beverage processing use from 2013 through 2015; and
 - c. Up to 0.468 mgd for back-up beverage processing use from 2016 through the remaining duration of the permit.
35. **(New Special Limiting Condition)** Groundwater withdrawals for back-up beverage processing use at facilities external to the Madison plant are only authorized during maintenance/repair activities at the facility being supplied that have resulted in the loss or reduction of the current supply of groundwater to that facility.
36. **(New Special Limiting Condition)** The Permittee shall provide to the District a separate accounting of groundwater withdrawals for beverage processing use at facilities external to the Madison plant, including the reason for and location of back-up water use, in the monthly water use report. If groundwater is not utilized for beverage processing use at facilities external to the Madison plant during a given month, the permittee shall submit a report of zero gallon usage to the District.

No other changes

Attachment A
2-98-00025.006
Nestle Waters North America, Inc.

Name	Status	Diameter	Capacity (gpm)	Water Use
UT-1	Existing	10	400	Commercial/ Industrial
FPW-1	Existing	10	300	Beverage Processing
PPW-1	Existing	10	600	Beverage Processing
Searcy BH-1	Existing	10	0	Monitoring



Nestle Waters North America, Inc.

2-98-00025.006 Water Use Permit

September 2013



-  Project Area
-  Active Withdrawal Points
-  Proposed Withdrawal Points



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: Kevin Wright, P.E., Ag Team
DATE: August 26, 2013
RE: Approval to Enter Into Contracts for the 4th Round of Florida Department of Environmental Protection (FDEP) Santa Fe River Basin Management Action Plan (BMAP) Agricultural Cost-Share Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contracts for the 4th Round of FDEP Santa Fe River BMAP Agricultural Cost-Share Program with three applicants.

BACKGROUND

At the October 9, 2012, Governing Board meeting, the Governing Board authorized the Executive Director to enter into an agreement with the FDEP for agricultural cost-share activities, not to exceed \$900,000, in FDEP cost share funds. At the March 2013 Governing Board meeting, the Board accepted an additional \$434,750 from DEP, in order for a total of \$900,000 to be used solely within the Santa Fe basin. The activities include irrigation retrofits and fertigation within the designated areas of the BMAP for the Suwannee River and Santa Fe Rivers. During the first three rounds, the District obligated \$434,750 for the Suwannee River basin and \$728,000 for the Santa Fe basin.

The applications for the 4th round were accepted between April 6, 2013 and August 2, 2013. Three applicants are recommended for the 4th Round of FDEP cost-share program. This includes 8 center pivot retrofits. The groundwater savings by these retrofits will be approximately 117 million gallons annually or just over 0.32 million gallons per day.

This funding program also includes 3 fertigation systems. All fertigation systems will be portable in this round. It is estimated that these projects will eliminate application of approximately 95,000 pounds of nitrogen per year.

The total estimated FDEP cost share funds to be dispersed this quarter is \$82,625. The total grower portion for these items will be \$13,678 or 14% of the cost of equipment. The cumulative cost for all rounds of FDEP cost share funds is \$1,237,750; with Santa Fe basin receiving \$803,000 and the Suwannee basin receiving \$434,750.

Attachment A is a list of the proposed recipients, proposed funding amounts, and types of Best Management Practices (BMPs). All applicants recommended for approval are in the Santa Fe River basin.

KW/tm
Attachment

Attachment A

Owner Name	Estimated DEP Cost-Share	Irrigation Retrofit	Estimated Water Savings Million Gallon Annually	Fertigation Systems	Estimated Nutrient Savings lb/year
Curtis Davis	\$ 40,875	3	48	2	63,000
Roger Williams	\$ 25,125	* 4	53		
Langford Farms	\$ 16,625	1	16	1	32,000
Total Estimated	\$ 82,625	8	117	3	95,000

Also a candidate recipient under the District Cost-Share Program.

MEMORANDUM

TO: Governing Board

FROM: Kevin Wright, P.E., Ag Team

DATE: August 26, 2013

RE: Approval to Enter Into Contracts for the 4th Round FY12/13 District Agricultural Cost-Share Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contracts for the 4th Round FY12/13 District Agricultural Cost-Share Program with 12 applicants.

BACKGROUND

At the October 9, 2012, Governing Board meeting, the Governing Board authorized \$1,500,000 for agricultural water conservation cost-share activities District wide. The activities include irrigation retrofits, water conservation technologies, and water savings pilot projects.

The applications for the 4th Round were accepted between April 6, 2013 and August 2, 2013. Twelve applicants were recommended for the 4th Round of District agricultural cost-share program. This includes 27 center pivot retrofits (12 applicants), which should reduce irrigated pumpage by 427 million gallons of water annually or just under 1.2 million gallons per day.

This funding program also includes:

- One upgrade to irrigation controller panels. New controller panels allow for fertigation/chemigation, greater control of irrigation rates, global positioning system (GPS) enabled control for end gun shut off, variable rate irrigation, and remote controlling of equipment. Many of the advanced irrigation management techniques are not compatible with older controller panels.
- One remote controller/monitor for irrigation systems. Allows growers to remotely control/monitor their irrigation systems by personal computer or smart phone. With the inclusion of soil moisture sensors or weather stations, a grower can eliminate irrigation events remotely without the need to visit the field.

The total estimated District cost share funds to be dispersed this quarter is \$218,900. The total grower portion for these items will be \$82,732 or 27% of the equipment cost. The cumulative cost of all rounds for the District funds is \$1,200,550; the cumulative cost for the grower for all rounds is \$607,282.

Attachment A is a list of the proposed recipients, proposed funding amounts, and best management practices.

Funds for this cost share program are included in a reserve fund in the adopted FY13 budget.

KW/tm
Attachment

Attachment A

Owner Name	Estimated District Cost-Share	District Retrofit	New Panel	Remote Control
Ken Griner	\$ 22,875	3		
Curtis Davis	\$ 7,625	1		
Kevin Barrington	\$ 7,625	1		
Rollin Hudson	\$ 7,625	1		
Roger Williams	\$ 5,375	* 1		
Langford Farms	\$ 3,400		1	
Trevor Bass	\$ 30,500	4		
Don Green	\$ 30,500	4		
Sanchez Farms, LLC	\$ 30,500	4		
Herman Sanchez, Sr.	\$ 15,250	2		
EWH Ranch	\$ 30,500	4		
Alliance Dairies	\$ 27,125	2		1
Total Estimates	218,900	27	1	1

* Also a candidate recipient under the DEP Cost-Share

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Director, Resource Management
DATE: August 26, 2013
RE: Exemption from the 2013 Enhanced Biennial Review and Compliance Economic Review of Title 40B Rules Pursuant to 120.745(9), Florida Statutes (F.S.)

RECOMMENDATION

Staff recommends the Governing Board certify to the Joint Administrative Procedures Committee that the District has chosen the exemption from enhanced biennial review and compliance economic review of rules pursuant to 120.745(9), F.S.

BACKGROUND

In September 2011, the Governing Board claimed the exemption in 120.745(9), F.S., following staff completion of rule review in cooperation with the Office of Fiscal Accountability and Regulatory Reform (OFARR) (see attached minutes, agenda item 33, page 8).

To claim the 2013 exemption, staff must complete a reasonable economic estimate of the cost and impact of certain Title 40B rules identified by OFARR. Staff is cooperating with OFARR in completion of the economic estimates. Claiming the exemption will avoid District expenditure of significant staff time and expense in conducting the enhanced biennial review and compliance economic review.

JD/rl

Agenda Item No. 32 – Authorization to Enter into an Agreement with the United States Department of Agriculture Natural Resource Conservation Services (NRCS) for Conservation Technical Assistance. Mr. Dinges presented the staff recommendation for Governing Board authorization for the Executive Director to enter into an agreement with the NRCS to provide assistance to poultry producers to update their Comprehensive Nutrient Management Plans (CNMPs) in the Middle Suwannee area, with the District, through the Suwannee River Partnership (SRP, providing 25 percent of the cost through in-kind services not to exceed \$75,000, and the NRCS providing 75 percent of the cost of work estimated to be \$225,000), as shown in the Board materials.

MR. ALEXANDER MOTIONED AND MR. BROWN SECONDED THE MOTION TO ACCEPT THE RECOMMENDATION AS READ. MR. ALEXANDER AMENDED HIS MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE NRCS TO PROVIDE ASSISTANCE TO POULTRY PRODUCERS TO UPDATE THEIR CNMPs IN THE MIDDLE SUWANNEE AREA, WITH THE DISTRICT, THROUGH THE SRP, PROVIDING 25 PERCENT OF THE COST THROUGH IN-KIND SERVICES NOT TO EXCEED \$75,000, AND THE NRCS PROVIDING 75 PERCENT OF THE COST OF WORK ESTIMATED TO BE \$225,000, WITH AMENDED CONTRACT LANGUAGE REFLECTING THE DISTRICT'S REQUIREMENT TO ADHERE TO THE FLORIDA PUBLIC RECORDS ACT, THE AMENDED MOTION WAS SECONDED BY MR. CURTIS, AND THE AMENDED MOTION CARRIED UNANIMOUSLY BY THE GOVERNING BOARD.

Agenda Item No. 33 – Exemption from the 2011 Enhanced Biennial Review and Compliance Economic Review of All Title 40B Rules. Mr. Dinges presented the staff recommendation for Governing Board certification to the Joint Administrative Procedures Committee exemption from the 2011 enhanced biennial review and compliance economic review of all title 40B rules, pursuant to subsection 120.745(9), 2011 Florida Statutes, as shown in the Board materials.

ON A MOTION BY MR. MEECE, SECONDED BY MR. ALEXANDER, AND CARRIED UNANIMOUSLY, THE GOVERNING BOARD AUTHORIZED CERTIFICATION TO THE JOINT ADMINISTRATIVE PROCEDURES COMMITTEE EXEMPTION FROM THE 2011 ENHANCED BIENNIAL REVIEW AND COMPLIANCE ECONOMIC REVIEW OF ALL TITLE 40B RULES.

Agenda Item No. 34 - Activity Reports. The Water Supply, Water Resource Monitoring, Environmental Resource Permitting, Suwannee River Partnership, and

MEMORANDUM

TO: Governing Board

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

DATE: August 30, 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.

July 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 July 31, 2013.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				July 2013	July 2013
Exempt	190	157	33	0	0
Noticed General	440	301	139	0	0
General	390	225	165	4	2
10-2 Self Certifications	36	32	4	5	0
Individual	59	38	21	1	0
Conceptual	5	5	0	0	0
TOTAL	1120	758	362	10	2
PERCENT		68%	32%		

*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
ERP13-0021	Sneads Smokehouse Lake Dam Removal Project	Jefferson	8/8/2013
ERP00-0240M3	Camp Weed Storage Sheds	Suwannee	8/15/2013

Water Use Permitting and Water Well Construction

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

July 2013	Received		Issued
Water Use Permits	19		22
Water well permits issued: 110			
Abandoned/destroyed	19	Livestock	1
Agricultural Irrigation	6	Monitor	6
Aquaculture	0	Nursery	0
Climate Control	0	Other	1
Fire Protection	0	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	67
Landscape Irrigation	4	Drainage or injection	0
Commercial or Industrial	1	Test	4

**Rulemaking Schedule
August 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)	8/30/2013
Effective Date (tentative)	10/1/2013

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 (tentative)	10/10/13
Send to JAPC (tentative)	10/31/13
Mail to DOS (tentative)	11/21/13
Effective Date (tentative)	12/13/13

MEMORANDUM

TO: Governing Board
 FROM: Tim Sagul, P.E., Division Director, Resource Management
 DATE: August 30, 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 modification by August 15, 2013. **Staff has requested that the current attorney cease work on the enforcement file. In the event that the current owner does not follow through with correcting the violation, staff will have the file reopened.**

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. **The Administrative Complaint and Order was served. Staff has requested that the current attorney cease work on the enforcement file. The file will be transferred to Board Counsel to resolve.**

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. **Staff has requested that the current attorney cease work on the enforcement file. The file will be transferred to Board Counsel to resolve.**

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

The 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 sent a Consent Order (CO) to Mr. Midyette the week of July 12. Staff expects to hear back from Mr. Midyette by Sept 1 if he has signed the CO. The signed agreement will be brought back to the Governing Board for final resolution.**

Respondent	El 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 El Rancho No Tengo, Inc., filed a bankruptcy case. Mr. Cohen is of the opinion that because Mr. Hill filed for bankruptcy prior to the Sheriff's Sale, the District's interest in quieting title would best be served in bankruptcy court. Therefore, Staff has directed Counsel to work with Mr. Cohen again to efficiently and expeditiously secure title to the land in the District.

On March 22, 2012, the Bankruptcy Court granted the District's motion to dismiss the Chapter 12 bankruptcy case filed by Jeffrey Hill. On March 28, 2012, District staff recorded the Sheriff's deed with the Columbia County Clerk's Office.

On May 16, 2012, Mr. Hill filed a Notice of Appeal of the Bankruptcy Court's May 3rd Order. The District's bankruptcy counsel, Lance Cohen, is responding to the appeal. Staff was directed to meet with the newer Board members individually to bring them up to date and after this was done to schedule a meeting with Mr. Hill, Mr. Williams and Mr. Reeves to discuss possible settlement. The parties have met, but a settlement was not reached.

The District's bankruptcy counsel, Lance Cohen, filed an Answer Brief on September 10, 2012, in Jeffrey Hill's appeal of the Bankruptcy Court's dismissal of his Chapter 12 case. The case is now fully briefed and, therefore, either oral argument or a written decision should occur or be issued before the end of the year. **A mediation meeting was held July 29 at the Federal Courthouse in Jacksonville. The judge gave an October 15, 2013 deadline for resolution. Mr. Quincey, at the direction of the board, is working with Mr. Hill and will bring back a proposed settlement to the Board.**

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 property has changed ownership and staff is working with the new owner to resolve the violation. A permit application and request for variance is currently in-house and under review by District staff. Staff hopes to remedy this enforcement action without court action.**

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
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This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded. During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement (ILA) and County Manager is still interested in pursuing this approach. Staff from the District and County are editing the agreement and expect to present it to the Governing Board at their August meeting.

The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the District on a revised agreement. Staff is waiting to hear back from Columbia County staff.

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.

During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and

maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement (ILA) and County Manager is still interested in pursuing this approach. **The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the district on a revised agreement. Staff is waiting to hear back from Columbia County staff.**

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: August 23, 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.

The Policy also includes an improved process for ranking firms and negotiating contracts for professional services. This process requires Governing Board approval of ranking of firms and authority for staff to negotiate a scope and fee. Following negotiations by staff, Governing Board approval is required for a proposed contract.

JD/rl

CONTRACTUAL SERVICES POLICY

Effective September 10, 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 an 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 appointed 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 must 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 urgent situations) at short list presentations.

Upon request for information concerning the recommended shortlist, minutes of the above public meeting(s) shall be forwarded to all respondents.

The Selection Committee's ranking will be presented to the Governing Board with a recommendation to negotiate a scope and fee with the highest-ranked individual or firm.

Before the close of business of the day of the Governing Board meeting, notice of the approved final ranking shall be placed on the District's website by the Contracts Coordinator.

Following Governing Board authorization to negotiate, the highest-ranked individual or firm will be requested to submit a fee proposal along with any comments on the scope of services. The fee proposal should provide detailed information regarding the basis for the estimate including a staff hour estimate for each major task in the project, the direct salary and other direct costs, and the basis for an overhead rate and operating margin if applied or the basis for loaded billing rates if used.

To evaluate the proposal, staff will conduct an independent detailed analysis of the cost for use in evaluating the fee proposal and will then attempt to negotiate a fee that is fair, competitive, and reasonable per 287.055(5)(a), F.S. Procedures under 287.055 will be followed for subsequent steps if a satisfactory fee with the firm considered to be the most qualified at a price determined to be fair, competitive, and reasonable cannot be negotiated.

Once negotiations are complete, the proposed contract will be recommended to the Governing Board for authorization for the Executive Director to execute the contract.

Immediately following the Governing Board meeting, notice of the intent to award 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 an RFP package be prepared. Contracts Manager shall present Contracts Coordinator with a scope of work and any other special conditions of the RFP.

An 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 an 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 reprourement 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: September 3, 2013
RE: Authorization for Staff Legal Service Contracts for Fiscal Year 2013/2014

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to continue contracts with the firms listed below for staff legal services for Fiscal Year 2013/2014.

BACKGROUND

The Governing Board authorized the Executive Director to execute agreements with a number of firms for staff legal services at its June 14, 2011 meeting.

Based on staff experience since June 2011, staff recommends continuation of contracts with the following firms:

Firm	Lead Attorney	Contract #	Location
Brannon Brown Haley & Bullock, P.A.	Steve Bullock	10/11-138	Lake City
Lindsey B. Lander	Lindsey B. Lander	10/11-141	Cross City
Robinson, Kennon & Kendron, P.A.	Bruce W. Robinson	10/11-144	Lake City
Prevatt Law Firm, P.L.	James W. Prevatt, Jr.	10/11-143	Live Oak

Funding for these agreements is included in the tentative Fiscal Year 2014 budget.

ABS/rl

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

THRU: Ann B. Shortelle, Ph.D., Executive Director

DATE: August 23, 2013

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

August 19, 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.
- Briefing on Floridan aquifer recharge concepts
- Briefing on evapotranspiration data
- Briefing on USGS water data collection methodology

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

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: August 23, 2013
RE: District's Weekly Activity Reports

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

ABS/rl
Attachments



Weekly Activity Report to Governing Board July 29-August 2, 2013

Water Supply

- Ann Shortelle, Jon Dinges, Carlos Herd, and John Good met with DEP to discuss rulemaking and Legislative ratification of rules, recovery and prevention strategies, public outreach, and other important topics for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.

Resource Management

- Ann Shortelle, Erich Marzolf, Tim Sagul, Kevin Wright, Warren Zwanka, and Lindsey Marks toured the reclaimed water project at Camp Weed in Live Oak.
- James Link, Pat Webster, Marc Minno and Lindsey Marks participated in a SWERP webinar. This is the first of several webinars to provide training to agency staff on the new rules.

Ag Team/Suwannee River Partnership

- Kevin Wright attended the Irrigation Field Day at Stripling Irrigation Park in Camilla, Ga. to learn about advanced irrigation methods and subsurface drip irrigation.
- Erich Marzolf, Kevin Wright and Lindsey Marks attended the Manure Management Lunch in Alachua to discuss nitrate scavenger wells and the Suwannee Basin Management Action Plan with FDEP.
- Joel Love and Lindsey Marks attended the Conservation Farming Twilight Tour at the Suwannee Valley Agricultural Extension Center.

Water Resources

- Paul Buchanan and Bebe Willis attended a GIS Inter-District meeting with DEP and the other WMDs.
- Erich Marzolf, Darlene Saindon and John Good met with FDACS staff to discuss MFLs and areas with high groundwater nitrate concentrations.
- Erich Marzolf, Darlene Saindon, Marc Minno, Kevin Wright, Hugh Thomas and Jon Dinges participated in a conference call with FDACS and DEP on the monitoring plan for the Santa Fe Springs Restoration Focus Area restoration monitoring.
- Staff updated a network well with telemetry and repaired a gaging platform that was damaged by a fallen tree. Staff installed 19 water use monitoring devices. 134 have been installed since May, out of a total of 144 to be funded by FDACS by mid-August.

Land Resources

- Virginia Johns and Charlie Houder attended the R.O. Ranch Board of Director's monthly meeting.

- Richard Rocco conducted the inspection tour for the environmental site assessment and baseline inventory of the Aucilla Land Partners/Mt. Gilead conservation easement in Madison County.
- Richard Rocco conducted the inspection tour for the appraisal of the Bradford Timberlands LLC tract.

Communications

- Communications staff distributed press releases on the SRWMD's water conservation partnership with the Town of Jasper to replace outdated fire hydrants as part of the RIVER program and the closure of SRWMD lands due to flooding.

Announcements for Week of August 5, 2013

- Ann Shortelle will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs and other current news to the Taylor County BOCC on August 5 at 5:30 p.m.
- Ann Shortelle and Carlos Herd will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Alachua County BOCC on August 6 at 10 a.m.
- Jon Dinges will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Town of Worthington Springs on August 6 at 7:30 p.m.



Weekly Activity Report to Governing Board August 5-9, 2013

Executive/Management

- Ann Shortelle and Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the Alachua County BOCC.
- Ann Shortelle presented the PILT check and provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update and other current news to the Taylor County BOCC.
- Ann Shortelle participated in a conference call with staff from FDACS and the other WMDs to discuss a Forest Water Yield project.
- Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Worthington Springs.

Water Supply

- Carlos Herd, Warren Zwanka, and Dale Jenkins participated in the North Florida Water Supply Plan monthly progress meeting to discuss milestones, issues, and concerns.

Resource Management

- Tim Sagul, Leroy Marshall, Marc Minno, James Link, Brian Kauffman, Pat Webster, Alejandra Rodriguez, and Lindsey Marks participated in two SWERP webinars. The webinars provide training to agency staff on the new environmental resource permitting rules that will become effective this fall.
- Tim Sagul and Warren Zwanka attended a CUPCon Conservation meeting at Lake Buena Vista. The meeting was to address remaining conservation issues the stakeholders have in order to move forward with finalizing the CUPCon rulemaking.
- Tim Sagul and Warren Zwanka participated in a conference call with DEP and the other WMDs regarding revising the water use permitting rule, 62-40 FL Administrative Code, on supplementation of reclaimed water systems.
- Warren Zwanka, Kevin Wright, and Tim Sagul participated in a teleconference with staff from DEP to discuss developing a consistent method and policy for designating Water Resource Caution Areas.

Ag Team/Suwannee River Partnership

- Ann Shortelle and Kevin Wright attended a Farm Bureau Congressional Tour in Jennings to meet with Congressman Yoho, local growers, and members of the business community.
- Hugh Thomas attended the Farm Bureau Natural Resources committee meeting in Gainesville.
- Kevin Wright, Lindsey Marks, and Hugh Thomas attended a variable rate irrigation field day in southwest Georgia.
- Joel Love attended the Tri-State Climate Row Crop working group meeting in Camilla, Ga.

Water Resources

- Erich Marzolf participated in a RESTORE meeting with the Nature Conservancy to discuss project development for the RESTORE Act.
- Staff installed 13 agricultural water use monitors, for a total of 150 since May.

Land Resources

- Ann Shortelle and Charlie Houser met with Jim Karels, Director of the Florida Forest Service in Tallahassee, to discuss the Twin Rivers State Forest, the proposed forest water yield study, prescribed burning and the Wounded Warrior hunting program.
- Bob Heeke attended the United Waterfowlers of Florida conference in Ocala.

Communications

- Communications staff distributed press releases to announce the employment of Warren Zwanka, P.G., and about the SRWMD's water conservation partnership with the City of Waldo to replace outdated water meters as part of the RIVER program.

Announcements for Week of August 5, 2013

- Ann Shortelle will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the City of Gainesville on August 15 at 6 p.m.
- Carlos Herd will present the PILT check and the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Dixie County BOCC on August 15 at 6 p.m.
- Jon Dinges will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Union County Farm Bureau on August 15 at 7 p.m.



Weekly Activity Report to Governing Board August 12-16, 2013

Executive/Management

- Ann Shortelle attended the Ichetucknee Alliance meeting.
- Ann Shortelle and Charlie Houser met with Bill Palmer and Kevin McGorty of Tall Timbers about potential ownership of Dixie Plantation by Tall Timbers.
- Jon Dinges provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the Union County Farm Bureau.
- Steve Minnis attended the Annual Florida League of Cities Conference in Orlando.

Water Supply

- Ann Shortelle, Jon Dinges, and Carlos Herd attended the Quarterly Progress Meeting with staff from FDEP and SJRWMD.
- Carlos Herd presented the PILT check and provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the Dixie County BOCC.
- Carlos Herd provided the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs update to the City of Gainesville.

Resource Management

- Tim Sagul and Warren Zwanka attended the monthly meeting of the North Central Florida Water Well Association to discuss water well construction permitting issues.
- Tim Sagul, Warren Zwanka, and Kevin Wright met with representatives from Seminole Electric regarding a new power plant site.
- Pat Webster, Bob Heeke and Tim Sagul met with representatives from PCS and the US Forest Service to discuss Upper Suwannee/Sandlin Bay Hydrologic Restoration projects.

Ag Team/Suwannee River Partnership

- Joel Love attended the Peanut Field Day at the IC Terry Farm in Columbia County.
- Hugh Thomas attended the Union County Farm Bureau annual meeting.

Water Resources

- Erich Marzolf participated in a Coastal Monitoring Workgroup webinar discussing the development of DEP's new water quality database's structure.
- Paul Buchanan participated in the monthly teleconference to discuss USGS grant opportunities for LIDAR projects between the District and USGS.
- Paul Buchanan created maps for the Suwannee County Sheriff's Office to be used for a training exercise with the Suwannee County Correctional Institution on the Woods Ferry Tract.

Land Resources

- Bob Heeke, Brian Kauffman, and Dale Jenkins met with Scott Johns and Matt Pollack of the Fish and Wildlife Conservation Commission to discuss potential aquifer recharge projects associated with Mallory Swamp.
- Charlie Houser, Bob Heeke and Erich Marzolf met with Andrew Gude, manager of the Cedar Keys and Lower Suwannee National Wildlife refuges about the U.S. Fish and Wildlife Service watershed assessment program.
- Bob Heeke, Tim Sagul, and Pat Webster met with Stan Posey of PCS Phosphate and Carl Petrick of the U.S. Forest Service to discuss potential restoration projects in the Upper Suwannee basin.

Communications

- Communications staff distributed press releases about the SRWMD's water conservation partnership with the City of Archer as part of the RIVER program and to announce the upcoming Stakeholder Advisory Committee meeting.
- Communications staff handled media inquiries concerning water supply planning, the Archer RIVER project, and springs water quality data.
- Ann Shortelle wrote an opinion piece for the Dixie County Times and Dixie County Advocate to address concerns from citizens in Dixie County regarding water use permitting. The article ran in both papers August 15.

Announcements for Week of August 19, 2013

- The NFRWSP Stakeholder Advisory Committee meeting is August 19 at 1 p.m. at Florida Gateway College.
- Carlos Herd will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to Union County BOCC on August 19 at 7 p.m.
- Jon Dinges will present the PILT check and the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to Levy County BOCC August 20 at 9 a.m., to Hamilton County BOCC August 20 at 6:30 p.m., and to Madison County BOCC August 21 at 4 p.m.
- Dr. George Cole will present a Jefferson County Status Report on Water Supply and the PILT check and Charlie Houser will provide a presentation on the Proposed Floyd Conservation Easement Acquisition and Surplus Lands to Jefferson County BOCC on August 20 at 7 p.m.



Weekly Activity Report to Governing Board August 19-23, 2013

Executive/Management

- Ann Shortelle, Jon Dinges, and Carlos Herd participated in a teleconference with DEP on the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs.
- Ann Shortelle, Jon Dinges, Steve Minnis, Dave Dickens, and Sara Alford provided a Tentative Budget briefing to staff from the Governor's Office Policy and Budget Environmental Unit, Senate Appropriation Subcommittee on General Government, House Agriculture and Natural Resources Appropriations Subcommittee, and DEP.
- Ann Shortelle and Jon Dinges met with Eddie Thomas CFO of Central FL Electric Coop in Chiefland.
- Ann Shortelle and Jon Dinges participated in the bi-weekly call between DEP and the WMDs.
- Dr. George Cole presented the Jefferson County PILT check and Charlie Houser provided a presentation on the Proposed Floyd Conservation Easement Acquisition and Surplus Lands to the Jefferson County BOCC.
- Al Alexander presented the PILT check and Jon Dinges presented the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Madison County BOCC.
- Jon Dinges presented the PILT check and the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Levy and Hamilton County BOCCs.
- Carlos Herd presented the PILT check and the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to Union County BOCC.

Water Supply

- Carlos Herd attended the NFRWSP Stakeholder Advisory Committee meeting.
- Carlos Herd attended the North Central Florida Regional Planning Council meeting in Lake City.

Resource Management

- Leroy Marshall and Alejandro Rodriguez assisted in emergency management operations with the Town of Mayo and Lafayette County in developing solutions to address flooding in the Town. Steve Minnis, Dave Dickens, Brian Kauffman, and Paul Buchanan also provided technical assistance support.
- Warren Zwanka participated in the monthly CUP teleconference with staff from the WMDs regarding permit applications that may have cross-district boundary affects.
- Leroy Marshall, Pat Webster, James Link, Alejandro Rodriguez, and Brian Kauffman attended the Lower Suwannee Risk MAP presentation by AMEC.
- Leroy Marshall participated in a webinar regarding the proposed changes to the Uniform Mitigation Assessment Method (UMAM) with representatives from DEP and the other WMDs.

- Warren Zwanka, Kevin Wright, and Lindsey Marks attended the North Central Florida Rural Areas of Critical Economic Concern (RACEC) Catalyst Site/North Florida INTERMODAL PARK project team meeting to discuss permitting issues.

Ag Team/Suwannee River Partnership

- Erich Marzolf, Kevin Wright, and Hugh Thomas participated in the Commissioners Ag Water Policy Council in Gainesville. Erich Marzolf gave a presentation on springs management in the District.
- Hugh Thomas, Joel Love, and Kevin Wright participated in the SRP Breakfast.

Water Resources

- Erich Marzolf and Marc Minno participated in a USGS sturgeon population census on the Suwannee River near Old Town. Thirty three sturgeon were netted, measured, tagged and released in an effort to better understand the population of these fish in the river.
- Ryan Lawson, Brian Brooker, and Megan Wetherington installed 11 agricultural water use monitoring devices.
- Ryan Lawson, Brian Brooker, and Megan Wetherington met with a representative of the Southeast River Forecast Center to share information about flooding response.

Land Resources

- Charlie Houder, Richard Rocco, Tom Reeves, and Clay Schnitker met with William Floyd and David Ward to discuss the details of the proposed conservation easement on the Floyd family property in Jefferson County.
- Richard Rocco conducted the annual inspection of the Champion Conservation Easement in Madison County.

Communications

- Communications staff distributed press releases about the SRWMD's water resource partnership with the City of Perry as part of the RIVER program and to announce the employment of Brian Brooker. Staff also posted notices on the website and Facebook about the impacts of rainfall on the Suwannee and Santa Fe Rivers and about SRWMD land closures related to flooding.
- Erich Marzolf and Marc Minno participated in an interview with the Gainesville Sun regarding water quality data.
- Megan Wetherington and Edwin McCook worked with Communications staff to inform the public about potential flooding from rains in Georgia and District tract closures due to flooding.

Announcements for Week of August 26, 2013

- Carlos Herd will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs and PILT check to Lafayette County BOCC on August 26 at 5:30 p.m.
- Steve Minnis will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to Kiwanis in Lake City on August 27 at noon.

- Ann Shortelle will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Ag producers at Santa Fe River Ranch on August 27 at 6 p.m.
- There will be a Lands Committee Meeting held August 28 at 1:30 p.m. at the District.