



South Florida Water Management District

GOVERNING BOARD MONTHLY MEETING AGENDA

This meeting is open to the public

August 14, 2014

9:00 AM

District Headquarters - B-1 Auditorium
3301 Gun Club Road
West Palm Beach, FL 33406

FINAL

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes. The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer. Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

1. Call to Order - Dan O'Keefe, Chairman, Governing Board
2. Pledge of Allegiance - Dan O'Keefe, Chairman, Governing Board
3. Employee Recognitions - Presented by Blake Guillory, Executive Director
 - August Employee of the Month: Albert Cantelo, Building Maintenance Mechanic, Administrative Services Division
 - August Team of the Month: Supreme Court Appeal Team
4. Agenda Revisions - Jacki McGorty, District Clerk
5. Abstentions by Board Members from items on the Agenda

6. Water Resources Advisory Commission (WRAC) Report - Jim Moran, Chair

Consent Agenda

Members of the public wishing to address the Governing Board are to complete a Public Comment Card and submit the card to the front desk attendant. You will be called by the Board Chair or designee to speak. If you want to request that an item be removed from the Consent Agenda and be discussed by the Governing Board, please advise the Governing Board when you are called upon to speak. Governing Board directives limit comments from the public to 3 minutes unless otherwise determined by the Governing Board Chair. Your comments will be considered by the Governing Board prior to adoption of the Consent Agenda.

*Unless otherwise determined by the Chair, Board action on pulled Consent Agenda items will occur at or after 9:00 a.m. on Thursday. Regulatory items pulled from the Consent Agenda for discussion will be heard during the Discussion Agenda. **Unless otherwise noted, all Consent Agenda items are recommended for approval.***

7. Public Comment on Consent Agenda
8. Pull Items for Discussion from Consent Agenda
9. Board Comment on Consent Agenda
10. Approval of the Minutes for the July 10, 2014 Regular Business Governing Board meeting held in West Palm Beach, Florida.
11. Waivers for Water Resource Advisory Commission (WRAC) members pursuant to Section 112.313, Florida Statutes.
12. Regulatory Consent Items
 - Denials
 - **WCI Communities, Inc; Pelican Colony (WU - Lee County)** - Staff recommends denial due to applicant's failure to complete the application.
 - Consent Orders
 - **George Williams; Williams Property (Hendry County)** - Settlement of an enforcement action regarding unpermitted construction and alteration of wetlands.
 - **JTD Land; Kaileys Ridge (Orange County)** - Settlement of an enforcement action regarding non-compliance with permit conditions due to unauthorized offsite discharge into adjacent wetlands and failure to comply with the District's Best Management Practices.
 - **Orlando Orange County Expressway Authority; OOCEA - SR 417 and Boggy Creek Interchange (Orange County)** - Settlement of an enforcement action regarding unpermitted dewatering with offsite discharge and failure to comply with the District's Best Management Practices.
 - **Hickory Tree, LLC; Altman Fishery (Osceola County)** - Settlement of an enforcement action regarding non-compliance with permit conditions due to unauthorized offsite discharge and failure to comply with the District's Best Management Practices.
 - Conservation Easements, Amendments and Releases
 - **Maxcy Development Group Holdings - CFM, Inc., Magnolia Landing Additional**

- Parcels (Lee County)** - Staff recommends the approval of an amendment of recorded conservation easement numbers: 2, 3, 4, 6, 7, 12, 13, 14, 15, 16, 18, 29 for a project known as Magnolia Landing Additional Parcels in Lee County. It was discovered that the legal descriptions attached to the original recorded conservation easements granted to the District were incorrect. The easements total 149.12 acres. This change will be reflected in Application Number 060718-4.
- **Maxcy Development Group Holdings - CFM, Inc., Magnolia Landing Additional Parcels (Lee County)** - Staff recommends the approval of an amendment of recorded conservation easement numbers: 9, 10, 21 for a project known as Magnolia Landing Additional Parcels in Lee County. It was discovered that the legal descriptions attached to the original recorded conservation easements granted to the District were incorrect. The easements total 6.772 acres. This change will be reflected in Application Number 060718-4.
 - **Maxcy Development Group Holdings - CFM, Inc., Magnolia Landing Additional Parcels (Lee County)** - Staff recommends the approval of an amendment of recorded conservation easement number 1 for a project known as Magnolia Landing Additional Parcels in Lee County. It was discovered that the legal descriptions attached to the original recorded conservation easements granted to the District were incorrect. The easements total 36.95 acres. This change will be reflected in Application Number 060718-4.
 - **Maxcy Development Group Holdings - CFM, Inc., Magnolia Landing Additional Parcels (Lee County)** - Staff recommends the approval of a request for the partial release of recorded conservation easement numbers: 2, 13, 16 for a project known as Magnolia Landing Additional Parcels in Lee County. It was discovered that the legal descriptions attached to the original recorded conservation easements are in error in that the legal descriptions were incomplete (i.e. scrivener's error). The easements total 6.88 acres. This change will be reflected in Application Number 060718-4.
 - **Maxcy Development Group Holdings - CFM, Inc., Magnolia Landing Additional Parcels (Lee County)** - Staff recommends the approval of a request for the full release of recorded conservation easement number 17 for a project known as Magnolia Landing Additional Parcels in Lee County. The applicant is proposing to impact the area and offset the impact with on-site mitigation, including the addition of 256.87 acres of additional preserve placed under C.E. The easement totals 9.52 acres. This change will be reflected in Application Number 060718-4.
 - **Lennar Homes, LLC, Innovation Way South Segment 3 (Orange County)** - Staff recommends the approval of a request for the partial release of a conservation easement to allow for the construction of a new roadway segment located South of Wewahootee Road and East of John Wycliff Blvd within Sections 10 and 11, Township 25 South, Range 31 East Orange County; within the Innovation Way, Segment 3 Application No. 140218-2. The existing easement was recorded in accordance with Permit 48-00886-P. Compensation for the removal of 5.16 acres from the conservation easement will be offset through the purchase of 11.02 credits from the TM-ECON Mitigation Bank.
 - **Eagle Creek Development Corporation, Eagle Creek Southeast Planning Area (Orange County)** - Staff recommends the approval of a request for the partial release of a 74.95 acre conservation easement within the Eagle Creek Development in Orange County which includes a 4.0 acre created wetland and 70.95 acres of uplands. The proposed release is to allow for the construction of 867 single family lots and associated infrastructure. Based upon the mitigation calculations approved in the original Conceptual Permit (#48-01290-P), the applicant proposes to purchase 4.59 UMAM credits from the TM-ECON Mitigation Bank also located within Orange County.

- Seminole Tribe Work Plans
- Staff recommends concurrence with the **Twenty Eighth Annual Work Plan** for the Seminole Tribe of Florida. Works in the Big Cypress Reservation include a modification to the existing forestry compound stormwater management system; works in the Brighton Reservation include the construction of an 8-inch irrigation well for the Brighton Sports Park/Ball Field; works at the Immokalee Reservation include a proposed design of a new stormwater management system serving 63 single family homes in the reservation.

13. **Right of Way Regulatory Consent Items**

- Right of Way Occupancy New Permits
- Staff recommends approval of a request by Biscayne National Park (Application Number 14-0415-1) for authorizing spoil island restoration consisting of exotic vegetation removal, regrading, planting of native vegetation and site maintenance within the north right of way of C-102 located approximately 1.2 miles east of S-21A in Miami-Dade County.

14. **Resolution No. 2014 - 0801** Approve release of canal, mineral and road reservations. (OMC, Kathy Massey, ext. 6835)

Summary

The District has jurisdiction over certain reserved rights to construct canal and road right of ways, and mineral rights, together with the right of ingress, egress and exploration. Applications requesting releases of these reservations are routinely received from landowners, attorneys, title companies and lending institutions, who consider the reservations to be title defects. Applications are reviewed by appropriate District staff and applicable local governmental agencies to determine that there is no present or future need for the reservations.

Staff Recommendation

Staff recommends approval of the following:

- Release of District canal, mineral and road reservations for Karl F. Snearer and Amy H. Snearer, husband and wife, (File No. 18589) for 0.12 acres in Palm Beach County
- Release of District mineral and road reservations for Fred W. Zipperlein, (File No. 18590) for 0.17 acres in Palm Beach County
- Release of District mineral rights for Iliad, LLC, a Delaware limited liability company, (File No. 18594) for 1.15 acres in Palm Beach County
- Release of District canal and mineral reservations for Genesis RE Holdings, LLC (File No. 18595) for 1.66 acres in Broward County

15. **Resolution No. 2014 - 0802** Approve the purchase of land interests containing 30.0 acres, more or less, in Miami-Dade County, Pennsuco Project, in the total amount of \$240,000 and associated costs in the amount of \$2,950 for which dedicated funds (Lake Belt Mitigation Fund) have been budgeted; approve declaring surplus, disposal of, and removal from the asset records any such structures and improvements deemed unnecessary for the stated purpose of the original land acquisition. (OMC, Ray Palmer, ext. 2246)

Summary

Tract Nos. W9307-020 and W9307-024 comprise a total of 30 acres located within the District's Pennsuco Wetlands Project. The Pennsuco wetlands are approximately

13,000 acres of wetland prairie located adjacent to the east perimeter of Water Conservation Area (WCA) 3B in northwestern Miami-Dade County. The Pennsuco area is bordered to the west and north by Krome Avenue, to the south by Tamiami Trail and the east by the Dade-Broward Levee.

Staff Recommendation

Staff recommends approval of the acquisition.

16. **Resolution No. 2014 - 0803** Authorize entering into a Memorandum of Understanding between the South Florida Water Management District and the Florida Public Service Commission (FPSC) which outlines the responsibilities and duties regarding water conservation and water reuse issues for utilities subject to FPSC jurisdiction and describe how the SFWMD and FPSC will coordinate on these issues. (WR, Jim Harmon, ext. 6777)

Summary

This Memorandum of Understanding (MOU) replaces and updates an existing MOU between the Florida Public Service Commission (FPSC) with Florida's five water management districts which has been in place for 23 years. The proposed MOU outlines the responsibilities and duties of the SFWMD and the FPSC in regard to water conservation and water reuse and describes how the parties will coordinate on these issues for water service providers under the FPSC's jurisdiction, as necessary.

Staff Recommendation

Staff recommends the Governing Board enter into the Memorandum of Understanding with the Florida Public Service Commission.

17. **Resolution No. 2014 - 0804** Authorize entering into a Memorandum of Understanding between the South Florida Water Management District, Hendry-Hilliard Water Control District, and Water and Soil Solutions, LLC, regarding operation and monitoring of the East Caloosahatchee River Floating Aquatic Vegetative Tilling Project. (REG, Sharon Trost, ext. 6814)

Summary

The East Caloosahatchee River Floating Aquatic Vegetative Tilling (FAVT) Project is located within the boundaries of the Hendry-Hilliard Water Control District (HHWCD). The project has been funded by FDACS for the operation and monitoring of a proposed water quality treatment project by Water & Soil Solutions LLC (WSS), which utilizes an above ground reservoir with aquatic vegetation to remove excess phosphorus and nitrogen from storm water. The Memorandum of Understanding (MOU) has specific operating protocols and monitoring for protection of the resource.

Staff Recommendation

Approve a MOU between the District, HHWCD and WSS authorizing the HHWCD and WSS to operate the FAVT project, subject to the operational protocols in the MOU.

18. **Resolution No. 2014 - 0805** Authorize entering into a two-year contract with Florida International University for the project titled, "Bioassays for Determining Dissolved Organic Nitrogen Bioavailability to Primary and Secondary Production in the Caloosahatchee River Water Column," in the amount of \$200,000, for which ad valorem funds are budgeted subject to Governing Board approval of the FY15 budget. (WR, Theresa Coley, ext. 2636)

Summary

A two-year contract with the Florida International University to determine dissolved organic nitrogen bioavailability to primary and secondary production in the Caloosahatchee River water column, in the amount of \$200,000, for which ad valorem funds are budgeted for FY15. This contract supports the C-43 Water Quality Treatment Testing Facility Project - Phase I (PS#100911), which will demonstrate and implement cost effective wetland-based strategies for reducing loadings of total nitrogen (TN), including dissolved organic nitrogen (DON) and other constituents into the Caloosahatchee River and Estuary (CRE). Results of this "bench test study" will be used in the design of the larger scale (mesocosm and plot) studies to test the effectiveness of treatment wetlands to remove bioavailable nitrogen from the CRE.

Staff Recommendation

Staff recommends approval of this project.

19. **Resolution No. 2014 - 0806** Approving an amendment to the Fiscal Year 2013-14 budget. (AS, Candida Heater, ext. 6486)

Summary

The District is recognizing additional revenues in the amount of \$300,000 from undesignated fund balance for the self-insurance fund, and \$1 million from interfund charges from ad valorem funds for the health benefits funds. Expenditure trends for the first three quarters of FY2013-14 indicate that there is insufficient budget for the remainder of the fiscal year. Internal Service Funds are used to account for District activities that provide services to other funds and organizational units on a cost reimbursement basis.

- Self Insurance Fund - Accounts for the operations related to providing workers' compensation, general liability, and automobile insurance coverage to all District resource areas. Revenue is provided through interfund charges based on a cost allocation study.
- Health Benefits Fund - Accounts for the operations related to providing health and medical insurance coverage to District employees and retirees who choose to remain in the plan. Revenue is provided through interfund charges and employee and retiree contributions.

Staff Recommendation

Staff recommends Governing Board approval of this budget amendment.

20. **Resolution No. 2014 - 0807** Authorize entering into a three-year contract with two (2) one-year renewal options with James L. King & Associates, Inc., the lowest responsive and responsible bidder, for Flat Mowing Services in the Miami Field Station area, in the amount of \$294,462.00, of which \$69,854.00 in ad valorem funds are budgeted in FY15, subject to Governing Board approval. Funds for FY16 and FY17 budgets are subject to Governing Board approval; providing an effective date. (Contract Number 4600003121) (Kristy C. Jenkins, ext. 7028)

Summary

Maintenance of the Right of Ways is required to ensure that vegetation is controlled at a manageable height and will uphold the operational integrity of the District's flood control system. This project for the Miami Field Station area, will contract approximately 4,674 acres to be mowed on an annual basis. The lowest responsive and responsible bidder is James L. King & Associates, Inc., at \$21.00 per acre. Since this is a work order contract, the amount of acreage to be mowed will fluctuate, based on the weather, budget, and construction projects in the named areas.

Staff Recommendation

Staff recommends authorizing the approval of Contract Number 4600003121, as this item supports continual operations and maintenance of the District canal system. If the ability to not mow and maintain these areas, it would become a potential hazard to the public, as well as District employees.

21. **Resolution No. 2014 - 0808** Authorize a change order to contract 4600002959 with Lucas Marine Acquisition Company, LLC, for the G-94 Refurbishment Project; L-40 Levee Restoration, in the amount of \$331,735.21, and to extend the term of the contract by 45 days for which ad valorem funds of \$331,735.21 are budgeted in FY14. (OEC, Jeff Kivett, ext. 2680)

Summary

Approval is requested to incorporate the demolition of the existing Village of Wellington (VOW) 1DS Structure as part of the District's ongoing G-94 Refurbishment Project. The request proposes an increase to the current construction contract, by change order, in the amount \$331,735.21 and to add a 45-day time extension to the overall contract duration.

Located within the L-40 Levee, on the eastern border of Water Conservation Area 1 in Palm Beach County, the VOW 1DS Structure is an abandoned and aging water control facility that requires removal to meet minimum compliance requirements for the associated FEMA Certification. Extensive deficiencies related to the VOW 1DS Structure were identified by the USACE in their Levee Safety Program Periodic Inspection Report dated March 4, 2011, which specifically identified and recommended the removal of the structure and subsequent restoration of the L-40 in accordance with USACE Design Standards. Removal of the VOW 1DS facility was originally to be completed by the VOW. However, following additional discussion and research, it was subsequently determined that the removal was the responsibility of the District and not VOW. Expediting this work will allow the District to complete the pending FEMA Certification in accordance with USACE minimum time and design mandates.

Staff Recommendation

Staff recommendation is for the approval of the change order to proceed with Lucas Marine Acquisition Company LLC to perform the demolition of the VOW 1DS structure and reconstruct the L-40 Levee in accordance with USACE standards and subsequently meet the FEMA Certification requirements.

22. Board Vote on Consent Agenda
23. General Public Comment
24. Board Comment

Discussion Agenda

25. Technical Reports
- A) Water Conditions Report - Jeff Kivett, Division Director, Operations, Engineering and Construction Division (ext. 2680)
 - B) Ecological Conditions Report - Terrie Bates, Division Director, Water Resources Division (ext. 6952)
26. Indian River Lagoon National Estuary Program Update - Dan DeLisi, Chief of Staff, Executive Office (ext. 6232)

Summary

The Indian River Lagoon (IRL), heralded as one of the most biologically diverse estuaries in North America, stretches 156 miles encompassing three water bodies from Volusia County to Martin County on Florida's east coast. The IRL National Estuary Program is one of 28 in the US that is administered by the US Environmental Protection Agency. The Indian River Lagoon National Estuary Program (IRLNEP) coordinates federal, state, regional and local work to protect and restore the IRL. To date, the IRLNEP has been housed at the St Johns River Water Management District. The IRLNEP is undergoing organizational changes that will increase community participation and expand project opportunities. This presentation will provide an update on the IRLNEP and the partnerships being developed to support the program.

Staff recommendation

This item is for information only; no action is required.

27. C-51 Reservoir Update - Len Lindahl, Assistant Executive Director, Executive Office (ext. 6283)

Summary

The C-51 Reservoir project is a public private project being investigated for use as an alternative water supply source for utilities in the Lower East Coast. This presentation will provide an updated status of the project and activities currently underway.

Staff Recommendation

This item is for information only; no action is required.

28. Everglades Agricultural Area and C-139 Basins Source Control Program Annual Update - Pam Wade, Bureau Chief, Everglades Regulation Bureau (ext. 6901)

Summary

The purpose of this presentation is to provide an annual update on the Regulatory Source Control Program for the Southern Everglades. The Everglades Forever Act (EFA, 373.4595, Florida Statutes) directs the District to implement an on-going nonpoint source control program using best management practices (BMPs) in the Everglades Agricultural Area and C-139 Basins. These basins are primarily agricultural areas ultimately discharging to the Everglades. The EFA requires a monitoring network to assess the effectiveness of the BMP program in reducing

phosphorus loads in permittee discharges based on a specified quantitative performance measure. For Water Year 2014, the EAA Basin continues to perform beyond expectations. They achieved a 63% phosphorus load reduction compared to the historic pre-BMP base period, exceeding its 25% load reduction requirement. Their long-term average phosphorus load reduction is 55%. The C-139 Basin also complied with the required phosphorus levels based on methods established in rules adopted under Chapter 40E-63, Florida Administrative Code.

Staff Recommendation

This item is for information only; no action is required.

29. **Resolution No. 2014 - 0809** Authorize a 425 day contract with Shoreline Foundation, Inc., the lowest responsive and responsible bidder, for the C-44 System Discharge, in the amount of \$5,377,745.00, for which \$40,000.00 in ad valorem funds are budgeted in FY14, \$400,000.00 in dedicated funds (Save Our Everglades Trust Fund) are budgeted in FY14; and the remainder is subject to Governing Board approval of the FY15 budget. (Contract Number 4600003113) (OEC, Jeff Kivett, ext. 2680)

Summary

The C-44 Reservoir/Stormwater Treatment Area Project (C-44 Project) is intended to be constructed by the U.S. Army Corps of Engineers (USACE) and the District over the next six (6) years. In December 2013 the District completed construction of the C-44 Communication Tower and in July 2014 the USACE completed construction of Contract 1 (C-400 Intake Canal and Access Road, C-133A Canal, C-133 Canal, S-418 Spillway, and Citrus Boulevard improvements). As stated in the Project Partnership Agreement (PPA) Amendment approved at the July 2014 Governing Board meeting, the District intends to construct the System Discharge (construction start September 2014), the Stormwater Treatment Areas (construction start October 2014), and the S-401 Pump Station (construction start April 2015). The District started construction in July 2014 on the System Discharge Interim Spillway. That contract will achieve early benefits of retaining additional water within the C-44 Project site. That contract is not cost shareable since it was executed prior to the USACE executing the PPA Amendment. The USACE intends to start construction of the C-44 Reservoir (Contract 2) in July 2015.

This C-44 System Discharge construction contract is to construct the S-404 System Discharge Spillway with low level discharge gate, to improve the S-404S Southern System Discharge Spillway, and to construct the C-402 System Discharge Canal. These features will serve as the single point discharge for the entire C-44 Project once it has completed construction. Prior to completion of the total C-44 Project construction, these features will enable approximately 5.7 feet more water to be retained on the upstream 7,000 acres of the C-44 Project site in existing canals and ditches.

Staff Recommendation

Staff recommends approval to enter into a 425 day contract in the amount of \$5,377,745.00 with Shoreline Foundation, Inc., the lowest responsive and responsible bidder, for the construction of the C-44 System Discharge.

30. Consideration of (1) Administrative Law Judge R. Meale's Recommended Order, and (2) timely filed Exceptions to the Recommended Order and Responses thereto, in DOAH Case No. 13-4859, William B. Swaim v. South Florida Water Management District, regarding the South Florida Water Management District's decision not to verify SWERP exemptions for mosquito control activities and seawall construction in an artificially created waterway for property in Palm Beach County. Edward Artau, Interim General Counsel, Alison Kelly, for SFWMD staff, William Swaim, pro se.
31. General Public Comment

Staff Reports

32. Monthly Financial Report - Doug Bergstrom, Division Director, Administrative Services Division
33. General Counsel's Report - Edward Artau
34. Executive Director's Report - Blake Guillory
Report on permits issued by authority delegated to the Executive Director from July 1-31, 2014.
35. Board Comment

Attorney Client Sessions

36. Attorney Client Session - USA

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2013), to discuss strategy related to litigation expenditures and/or settlement negotiations in United States of America v. South Florida Water Management District, et al., United States District Court, Southern District of Florida, Case No. 88-1886-CIV-Moreno.

ATTENDEES: Governing Board Members F. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, M. Peterson, J. Portuondo, K. Powers, G. Waldman; Executive Director B. Guillory; District attorneys E. Artau, K. Burns, J. Collier, C. Kowalsky. (Edward L. Artau, ext. 6431)

Action Items, (if any), Stemming from Attorney/Client Session

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2013), to discuss strategy related to litigation expenditures and/or settlement negotiations in United States of America v. South Florida Water Management District, et al., United States District Court, Southern District of Florida, Case No. 88-1886-CIV-Moreno. (Edward L. Artau, ext. 6431)

37. Attorney Client Session - FEMA

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2013), to discuss strategy related to litigation expenditures and/or settlement negotiations in South Florida Water Management District v. FEMA, et al., United States District Court, Southern District of Florida, Case No. 13-80533-CIV-Middlebrooks/Brannon.

ATTENDEES: Governing Board Members F. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, M. Peterson, J. Portuondo, K. Powers, G. Waldman; Executive Director B. Guillory; District attorneys E. Artau, K. Burns, J. Collier, C. Kowalsky. (Edward L. Artau, ext. 6431)

Action Items, (if any), Stemming from Attorney/Client Session

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2013), to discuss strategy related to litigation expenditures and/or settlement negotiations in South Florida Water Management District v. FEMA, et al., United States District Court, Southern District of Florida, Case No. 13-80533-CIV-Middlebrooks/Brannon. (Edward L. Artau, ext. 6431)

38. Adjourn

August Employee of the Month
Albert Cantelo - Building Maintenance Mechanic
Administrative Services Division

Albert played a key role in the Emergency Operations Center's Heating, Venting and Air Conditioning Improvement project. Major components include the addition of a new 156-ton air-cooled chiller, chilled water piping, pumps, upgraded digital controls and replacement of two computer room air-conditioning condensing units.

All work was accomplished while keeping existing systems operational. Albert's input and efforts were beneficial to avoid interruption to mission-critical services as well as delays and change orders.

The new system increases the cooling capacity and system reliability of the Data Center, Operations Control Room and the EOC building. Modifications were made to the existing structure to accommodate the height of the new equipment as well as increased air flow demands. Extensive piping for the new Chiller required a very detailed work sequence.

Albert's knowledge of the mechanical systems that support the EOC and Data Center were invaluable to the success of this project. He is also commended for his tireless work and problem-solving skills.

Congratulations, Albert!

August Team of the Month
Supreme Court Appeal Team
Office of Counsel

Mary Hall

Ruth Holmes

Alison Kelly

Kimberley Nisip

James Nutt

Joyce Rader

Elizabeth Woods

On May 22, the Florida Supreme Court issued an important opinion in favor of the District in an enforcement case for unauthorized filling of wetlands. The trial court had previously found in favor of the District on all counts and awarded the District \$81,000 in civil penalties.

The case was then appealed to the 5th District Court of Appeals, which reversed the portion of the judgment imposing civil penalties. The trial court based its decision on a “preponderance of the evidence” standard instead of by the “clear and convincing evidence” standard. However, based on the District’s motion, the appellate court found that the case presented “an issue of great public importance” and certified the question for determination by the Florida Supreme Court.

In an unanimous opinion, the Supreme Court ruled in favor of the District’s position. It held that when the Legislature statutorily authorizes a state

agency to recover a “civil penalty” in a “court of competent jurisdiction” but does not specify the agency’s burden of proof, the agency is not required to prove the violation by “clear and convincing evidence.” This case now establishes the law for all regulatory enforcement agencies in Florida, and will allow the District to more effectively enforce its rules.

From the trial court to the Supreme Court, the team’s tremendous effort contributed to this important accomplishment. Congratulations!

CONSENT AGENDA TABLE OF CONTENTS
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August 14, 2014

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REGULATION AGENDA ITEMS

PERMIT DENIAL: Those listed on the consent agenda are routine in nature and non-controversial. Such denials are typically due to failure of applicant to complete the application. Unique or controversial projects or those requiring a policy decision are normally listed as discussion items. Permit types include:

Environmental Resource (ERP): Permits that consider such factors as the storage of storm water to prevent flooding of a project (upstream or downstream projects); the treatment of stormwater prior to discharge from the site to remove pollutants; and the protection of wetlands on the project site.

Surface Water Management: Permits for drainage systems, which address flood protection, water quality, and environmental protection of wetlands.

Water Use: Permits for the use of ground and/or surface water from wells, canals, or lakes.

Lake Okeechobee Works of the District: Permits that set concentration limits for total phosphorus in surface discharge from individual parcels in the Lake Okeechobee Basin.

EAA Works of the District: Permits to reduce the total phosphorus load from the EAA by 25 percent in water discharged to Works of the District.

Wetland Resource: Permits for dredge and fill activities within Waters of the State and their associated wetlands.

ADMINISTRATIVE HEARING: A case in litigation conducted pursuant to the Administrative Procedures Act (Chapter 120, Florida Statutes) involving the determination of a suit upon its merits. Administrative hearings provide for a timely and cost effective dispute resolution forum for interested persons objecting to agency action.

FINAL ORDER: The Administrative Procedures Act requires the District to timely render a final order for an administrative hearing after the hearing officer submits a recommended order. The final order must be in writing and include findings of fact and conclusions of law.

CONSENT ORDER: A voluntary contractual agreement between the District and a party in dispute which legally binds the parties to the terms and conditions contained in the agreement. Normally used as a vehicle to outline the terms and conditions regarding settlement of an enforcement action.

CONSERVATION EASEMENT: A perpetual interest to the District in real property that retains land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and retains such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S.

TECHNICAL DENIAL: This action normally takes place when a proposed project design does not meet water management criteria or the applicant does not supply information necessary to complete the technical review of an application.

EMERGENCY ORDER and AUTHORIZATION: An immediate final order issued without notice by the Executive Director, with the concurrence and advice of the Governing Board, pursuant to (Section 373.119(2), Florida Statutes, when a situation arises that requires timely action to protect the public health, safety or welfare and other resources enumerated by rule and statute.

MEMORANDUM OF AGREEMENT/UNDERSTANDING: A contractual arrangement between the District and a named party or parties. This instrument typically is used to define or explain parameters of a long-term relationship and may establish certain procedures or joint operating decisions.

PETITION: An objection in writing to the District, requesting either a formal or an informal administrative hearing, regarding an agency action or a proposed agency action. Usually a petition filed pursuant to Chapter 120, Florida Statutes, challenges agency action, a permit, or a rule. Virtually all agency action is subject to petition by substantially affected persons.

SEMINOLE TRIBE WORK PLAN: The District and the Seminole Indians signed a Water Use Compact in 1987. Under the compact, annual work plans are submitted to the District for review and approval. This plan keeps the District informed about the tribe plans for use of their land and the natural resources. Although this is not a permit, the staff has water resource related input to this plan.

SITE CERTIFICATIONS: Certain types of projects (power plants, transmission lines, etc.) are permitted by the Governor and Cabinet under special one-stop permitting processes that supercede normal District permits. The Water Management Districts, DEP, DCA, FGFWFC, and other public agencies are mandatory participants. DEP usually coordinates these processes for the Governor and Cabinet.

VARIANCES FROM, OR WAIVERS OF, PERMIT CRITERIA: The Florida Administrative Procedures Act provides that persons subject to an agency rule may petition the agency for a variance from, or waiver of, a permitting rule. The Governing Board may grant a petition for variance or waiver when the petitioner demonstrates that 1) the purpose of the underlying statute will be or has been achieved by other means and, 2) when application of the rule would create a substantial hardship or would violate principles of fairness.

DENIALS

LEE COUNTY

1. PELICAN COLONY
W C I COMMUNITIES INC
SEC 7-9,16-18 TWP 47S RGE 25E

APPL. NO. 090403-14
PERMIT NO. 36-03745-W
ACREAGE: 118.00
LAND USE: GOLF COURSE

PERMIT TYPE: WATER USE
WATER SOURCE: UNKNOWN
ALLOCATION: UNKNOWN
PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE
APPLICATION
LAST DATE FOR BOARD ACTION: AUGUST 14, 2014

1. RESPONDENT: GEORGE WILLIAMS
PROJECT: WILLIAMS PROPERTY

SEC 21 TWP 48S RGE 32E HENDRY COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED CONSTRUCTION AND
ALTERATION OF WETLANDS

2. RESPONDENT: JTD LAND
PROJECT: KAILEYS RIDGE

SEC 36 TWP 24S RGE 28E ORANGE COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING NON-COMPLIANCE WITH PERMIT
CONDITIONS DUE TO UNAUTHORIZED OFFSITE DISCHARGE INTO ADJACENT WETLANDS AND
FAILURE TO COMPLY WITH THE DISTRICT'S BEST MANAGEMENT PRACTICES

3. RESPONDENT: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
PROJECT: O O C E A - S R 417 AND BOGGY CREEK INTERCHANGE

SEC 21,22,27,28 TWP 24S RGE 30E ORANGE COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED DEWATERING WITH
OFFSITE DISCHARGE AND FAILURE TO COMPLY WITH THE DISTRICT'S BEST MANAGEMENT
PRACTICES

4. RESPONDENT: HICKORY TREE, LLC
PROJECT: ALTMAN FISHERY

SEC 29 TWP 26S RGE 31E OSCEOLA COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING NON-COMPLIANCE WITH PERMIT
CONDITIONS DUE TO UNAUTHORIZED OFFSITE DISCHARGE AND FAILURE TO COMPLY WITH THE
DISTRICT'S BEST MANAGEMENT PRACTICES

Attachment: ca_reg_rm_100_sd (2022 : Regulatory Consent Agenda)

-
- 1. PERMITTEE: MAXCY DEVELOPMENT GROUP HOLDINGS - CFM, INC
 - PROJECT: MAGNOLIA LANDING ADDITIONAL PARCELS

LEE COUNTY

APPROVE AMENDMENT OF RECORDED CONSERVATION EASEMENT NUMBERS: 2, 3, 4, 6, 7, 12, 13, 14, 15, 16, 18, 20 FOR A PROJECT KNOWN AS MAGNOLIA LANDING ADDITIONAL PARCELS IN LEE COUNTY. IT WAS DISCOVERED THAT THE LEGAL DESCRIPTIONS ATTACHED TO THE ORIGINAL RECORDED CONSERVATION EASEMENTS GRANTED TO THE DISTRICT WERE INCORRECT. THE EASEMENTS TOTAL 149.12 ACRES. THIS CHANGE WILL BE REFLECTED IN APPLICATION NUMBER 060718-4.

-
- 2. PERMITTEE: MAXCY DEVELOPMENT GROUP HOLDINGS - CFM, INC
 - PROJECT: MAGNOLIA LANDING ADDITIONAL PARCELS

LEE COUNTY

APPROVE AMENDMENT OF RECORDED CONSERVATION EASEMENT NUMBERS: 9, 10, 21 FOR A PROJECT KNOWN AS MAGNOLIA LANDING ADDITIONAL PARCELS IN LEE COUNTY. IT WAS DISCOVERED THAT THE LEGAL DESCRIPTIONS ATTACHED TO THE ORIGINAL RECORDED CONSERVATION EASEMENTS GRANTED TO THE DISTRICT WERE INCORRECT. THE EASEMENTS TOTAL 6.772 ACRES. THIS CHANGE WILL BE REFLECTED IN APPLICATION NUMBER 060718-4.

-
- 3. PERMITTEE: MAXCY DEVELOPMENT GROUP HOLDINGS - CFM, INC
 - PROJECT: MAGNOLIA LANDING ADDITIONAL PARCELS

LEE COUNTY

APPROVE AMENDMENT OF RECORDED CONSERVATION EASEMENT NUMBER 1 FOR A PROJECT KNOWN AS MAGNOLIA LANDING ADDITIONAL PARCELS IN LEE COUNTY. IT WAS DISCOVERED THAT THE LEGAL DESCRIPTIONS ATTACHED TO THE ORIGINAL RECORDED CONSERVATION EASEMENTS GRANTED TO THE DISTRICT WERE INCORRECT. THE EASEMENTS TOTAL 36.95 ACRES. THIS CHANGE WILL BE REFLECTED IN APPLICATION NUMBER 060718-4.

-
- 4. PERMITTEE: MAXCY DEVELOPMENT GROUP HOLDINGS - CFM, INC
 - PROJECT: MAGNOLIA LANDING ADDITIONAL PARCELS

LEE COUNTY

APPROVE PARTIAL RELEASE OF RECORDED CONSERVATION EASEMENT NUMBERS: 2, 13, 16 FOR A PROJECT KNOWN AS MAGNOLIA LANDING ADDITIONAL PARCELS IN LEE COUNTY. IT WAS DISCOVERED THAT THE LEGAL DESCRIPTIONS ATTACHED TO THE ORIGINAL RECORDED CONSERVATION EASEMENTS ARE IN ERROR IN THAT THE LEGAL DESCRIPTIONS WERE INCOMPLETE (I.E. SCRIVENER'S ERROR). THE EASEMENTS TOTAL 6.88 ACRES. THIS CHANGE WILL BE REFLECTED IN APPLICATION NUMBER 060718-4.

Attachment: ca_reg_rm_100_sd (2022 : Regulatory Consent Agenda)

-
- 5. PERMITTEE: MAXCY DEVELOPMENT GROUP HOLDINGS - CFM, INC
 - PROJECT: MAGNOLIA LANDING ADDITIONAL PARCELS

LEE COUNTY

APPROVE FULL RELEASE OF RECORDED CONSERVATION EASEMENT NUMBER 17 FOR A PROJECT KNOWN AS MAGNOLIA LANDING ADDITIONAL PARCELS IN LEE COUNTY. THE APPLICANT IS PROPOSING TO IMPACT THE AREA AND OFFSET THE IMPACT WITH ON-SITE MITIGATION, INCLUDING THE ADDITION OF 256.87 ACRES OF ADDITIONAL PRESERVE PLACED UNDER C.E. THE EASEMENT TOTALS 9.52 ACRES. THIS CHANGE WILL BE REFLECTED IN APPLICATION NUMBER 060718-4.

-
- 6. PERMITTEE: LENNAR HOMES, LLC
 - PROJECT: INNOVATION WAY SOUTH SEGMENT 3

ORANGE COUNTY

APPROVE A REQUEST FOR THE PARTIAL RELEASE OF A CONSERVATION EASEMENT TO ALLOW FOR THE CONSTRUCTION OF A NEW ROADWAY SEGMENT LOCATED SOUTH OF WEWAHOOTEE ROAD AND EAST OF JOHN WYCLIFF BLVD WITHIN SECTIONS 10 AND 11, TOWNSHIP 25 SOUTH, RANGE 31 EAST ORANGE COUNTY; WITHIN THE INNOVATION WAY, SEGMENT 3 APPLICATION NO. 140218-2. THE EXISTING EASEMENT WAS RECORDED IN ACCORDANCE WITH PERMIT 48-00886-P. COMPENSATION FOR THE REMOVAL OF 5.16 ACRES FROM THE CONSERVATION EASEMENT WILL BE OFFSET THROUGH THE PURCHASE OF 11.02 CREDITS FROM THE TM-ECON MITIGATION BANK.

-
- 7. PERMITTEE: EAGLE CREEK DEVELOPMENT CORPORATION
 - PROJECT: EAGLE CREEK SOUTHEAST PLANNING AREA

ORANGE COUNTY

APPROVE A REQUEST FOR THE PARTIAL RELEASE OF A 74.95 ACRE CONSERVATION EASEMENT WITHIN THE EAGLE CREEK DEVELOPMENT IN ORANGE COUNTY WHICH INCLUDES A 4.0 ACRE CREATED WETLAND AND 70.95 ACRES OF UPLANDS. THE PROPOSED RELEASE IS TO ALLOW FOR THE CONSTRUCTION OF 867 SINGLE FAMILY RESIDENTIAL LOTS AND ASSOCIATED INFRASTRUCTURE. BASED UPON THE MITIGATION CALCULATIONS APPROVED IN THE ORIGINAL CONCEPTUAL PERMIT (#48-01290-P), THE APPLICANT PROPOSES TO PURCHASE 4.59 UMAM CREDITS FROM THE TM ECON MITIGATION BANK ALSO LOCATED WITHIN ORANGE COUNTY.

Attachment: ca_reg_rm_100_sd (2022 : Regulatory Consent Agenda)

-
1. CONCUR WITH THE TWENTY EIGHTH ANNUAL WORK PLAN FOR THE SEMINOLE TRIBE OF FLORIDA. WORKS IN THE BIG CYPRESS RESERVATION INCLUDE A MODIFICATION TO THE EXISTING FORESTRY COMPOUND STORMWATER MANAGEMENT SYSTEM; WORKS IN THE BRIGHTON RESERVATION INCLUDE THE CONSTRUCTION OF AN 8-INCH IRRIGATION WELL FOR THE BRIGHTON SPORTS PARK/BALL FIELD; WORKS AT THE IMMOKALEE RESERVATION INCLUDE A PROPOSED DESIGN OF A NEW STORMWATER MANAGEMENT SYSTEM SERVING 63 SINGLE FAMILY HOMES IN THE RESERVATION.
-

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RIGHT OF WAY OCCUPANCY CONSENT AGENDA FOR GOVERNING BOARD APPROVAL August 14, 2014

		PAGES
I	RIGHT OF WAY OCCUPANCY NEW PERMITS: Governing Board action is required for routine requests for permits which conform to applicable rules for utilization of Works and Lands of the District. Items are placed on this Consent Agenda when the staff's recommendation is for approval.	1

RIGHT OF WAY OCCUPANCY NEW PERMITS

1. BISCAYNE NATIONAL PARK
COUNTY: MIAMI-DADE

Permit Number: 14332
Appl No.: 14-0415-1
Easement

AUTHORIZING:
SPOIL ISLAND RESTORATION CONSISTING OF EXOTIC VEGETATION REMOVAL, REGRADING, PLANTING OF NATIVE VEGETATION AND SITE MAINTENANCE WITHIN THE NORTH RIGHT OF WAY OF C-102 LOCATED APPROXIMATELY 1.2 MILES EAST OF S-21A.

LAST DATE FOR BOARD ACTION: AUGUST 14, 2014

Attachment: ca_om_reg_101_sd (2024 : Right of Way Regulatory Consent Agenda)

MEMORANDUM

TO: Governing Board Members
FROM: Karen Estock, Division Director
DATE: August 14, 2014
SUBJECT: Release of Reservations

Summary

The District has jurisdiction over certain reserved rights to construct canal and road right of ways, and mineral rights, together with the right of ingress, egress and exploration. Applications requesting releases of these reservations are routinely received from landowners, attorneys, title companies and lending institutions, who consider the reservations to be title defects. Applications are reviewed by appropriate District staff and applicable local governmental agencies to determine that there is no present or future need for the reservations.

Staff Recommendation

Staff recommends approval of the following:

- Release of District canal, mineral and road reservations for Karl F. Snearer and Amy H. Snearer, husband and wife, (File No. 18589) for 0.12 acres in Palm Beach County
- Release of District mineral and road reservations for Fred W. Zipperlein, (File No. 18590) for 0.17 acres in Palm Beach County
- Release of District mineral rights for Iliad, LLC, a Delaware limited liability company, (File No. 18594) for 1.15 acres in Palm Beach County
- Release of District canal and mineral reservations for Genesis RE Holdings, LLC (File No. 18595) for 1.66 acres in Broward County

Additional Background

See Memorandum Exhibit "A" and maps attached hereto and made a part hereof, which contain the details and locations of the releases to be approved and issued.

Core Mission and Strategic Priorities

Pursuant to Section 373.096 of the Florida Statutes, the Governing Board of the District may release any reservation for which it has no present or apparent use under terms and conditions determined by the Board.

Funding Source

None; reservations were acquired at no cost to the District.

Staff Contact and/or Presenter

Kathy Massey, ext. 6835

MEMORANDUM - EXHIBIT "A"

File No.: 18589
 Applicant: Karl F. Snearer and Amy H. Snearer, husband and wife
 Reserving Deed: E-3486 (DB 723-463, 7/18/1945)
 Fee paid: \$250.00
 Action: Approve release of District canal, mineral and road reservations
 Acres: 0.12 acres, more or less
 Legal Description: Lots 53 and 54, Block 3, COLLEGE PARK, AN ADDITION TO THE CITY OF LAKE WORTH, FLORIDA, PB 3-36, Section 15, Township 44 South, Range 43 East
 Location: 211 Columbia Circle, Lake Worth, Palm Beach County
 Reviewed by: Florida Department of Transportation, Palm Beach County and City of Lake Worth; no internal routing due to size and land use

File No.: 18590
 Applicant: Fred W. Zipperlein
 Reserving Deed: E-4150 (DB 736-485, 11/1/1945)
 Fee paid: \$250.00
 Action: Approve release of District mineral and road reservations
 Acres: 0.12 acres, more or less
 Legal Description: Lot 13, Block 9, PALM ACRE ESTATES, PB 20-5, Section 5, Township 44 South, Range 43 East
 Location: 2801 Oklahoma Street, West Palm Beach, Palm Beach County
 Reviewed by: Florida Department of Transportation and Palm Beach County; no internal routing due to size and land use

File No.: 18594
 Applicant: Iliad, LLC, a Delaware limited liability company
 Reserving Deed: QCD (DB 919-35, 9/7/1950)
 Fee paid: \$250.00
 Action: Approve release of District mineral reservations
 Acres: 1.15 acres, more or less
 Legal Description: Portion of Tracts 81 and 82, Block 45, THE PALM BEACH FARMS CO. PLAT NO. 3, PB 2-45, Section 18, Township 45 South, Range 42 East
 Location: 9771 87th Place South, Boynton Beach, Palm Beach County
 Reviewed by: No internal routing due to size and land use

File No.: 18595
 Applicant: Genesis RE Holdings, LLC, a Florida limited liability company
 Reserving Deed: E-6197 (DB 581-14, 4/3/1947)
 Fee Paid: \$250.00
 Action: Approve release of District canal and mineral reservations
 Acres: 1.66 acres, more or less
 Legal Description: Lot 3, TANGLEWOOD PINES, PB 186-47, Section 31, Township 47 South, Range 42 East
 Location: 4910 NW 74th Place, Coconut Creek, Broward County
 Reviewed by: Cocomar Water Control District; no internal routing due to size and land use

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0801

A Resolution of the Governing Board of the South Florida Water Management District approving release of canal, mineral and road reservations; providing an effective date.

WHEREAS, certain underlying landowners have requested that the South Florida Water Management District (District) release certain canal, mineral and road reservations;

WHEREAS, the District is empowered to grant such releases pursuant to Section 373.096, Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the South Florida Water Management District hereby approves the release of canal, mineral and road reservations, as described in Resolution Exhibit "A", attached hereto and made a part hereof.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

Legal form approved:
By:

District Clerk/Secretary

Office of Counsel

Print name:

RESOLUTION - EXHIBIT "A"**RELEASE OF DISTRICT CANAL, MINERAL AND ROAD RESERVATIONS:**

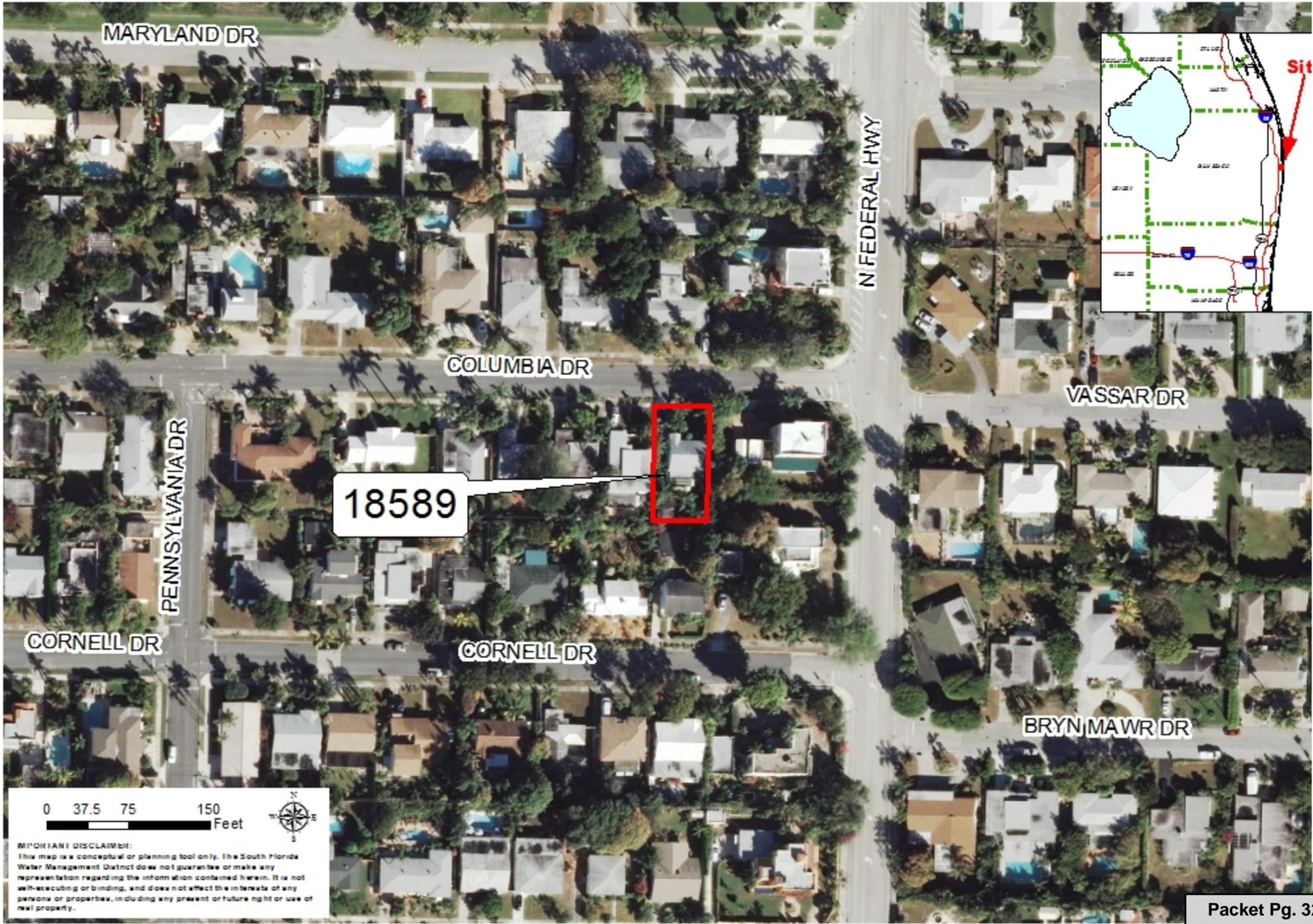
File No.: 18589 (canal, mineral and road)
 Applicant: Karl F. Snearer and Amy H. Snearer, husband and wife
 Reserving Deed: E-3486 (DB 723-463, 7/18/1945)
 Acres: 0.12 acres, more or less
 Legal Description: Lots 53 and 54, Block 3, COLLEGE PARK, AN ADDITION TO THE CITY OF LAKE WORTH, FLORIDA, PB 3-36, Section 15, Township 44 South, Range 43 East
 Location: 211 Columbia Circle, Lake Worth, Palm Beach County

File No.: 18590 (mineral and road)
 Applicant: Fred W. Zipperlein
 Reserving Deed: E-4150 (DB 736-485, 11/1/1945)
 Acres: 0.12 acres, more or less
 Legal Description: Lot 13, Block 9, PALM ACRE ESTATES, PB 20-5, Section 5, Township 44 South, Range 43 East
 Location: 2801 Oklahoma Street, West Palm Beach, Palm Beach County

File No.: 18594 (mineral)
 Applicant: Iliad, LLC, a Delaware limited liability company
 Reserving Deed: QCD (DB 919-35, 9/7/1950)
 Acres: 1.15 acres, more or less
 Legal Description: Portion of Tracts 81 and 82, Block 45, THE PALM BEACH FARMS CO. PLAT NO. 3, PB 2-45, Section 18, Township 45 South, Range 42 East
 Location: 9771 87th Place South, Boynton Beach, Palm Beach County

File No.: 18595 (canal and mineral)
 Applicant: Genesis RE Holdings, LLC, a Florida limited liability company
 Reserving Deed: E-6197 (DB 581-14, 4/3/1947)
 Acres: 1.66 acres, more or less
 Legal Description: Lot 3, TANGLEWOOD PINES, PB 186-47, Section 31, Township 47 South, Range 42 East
 Location: 4910 NW 74th Place, Coconut Creek, Broward County

Release of Reservations Palm Beach County



18589

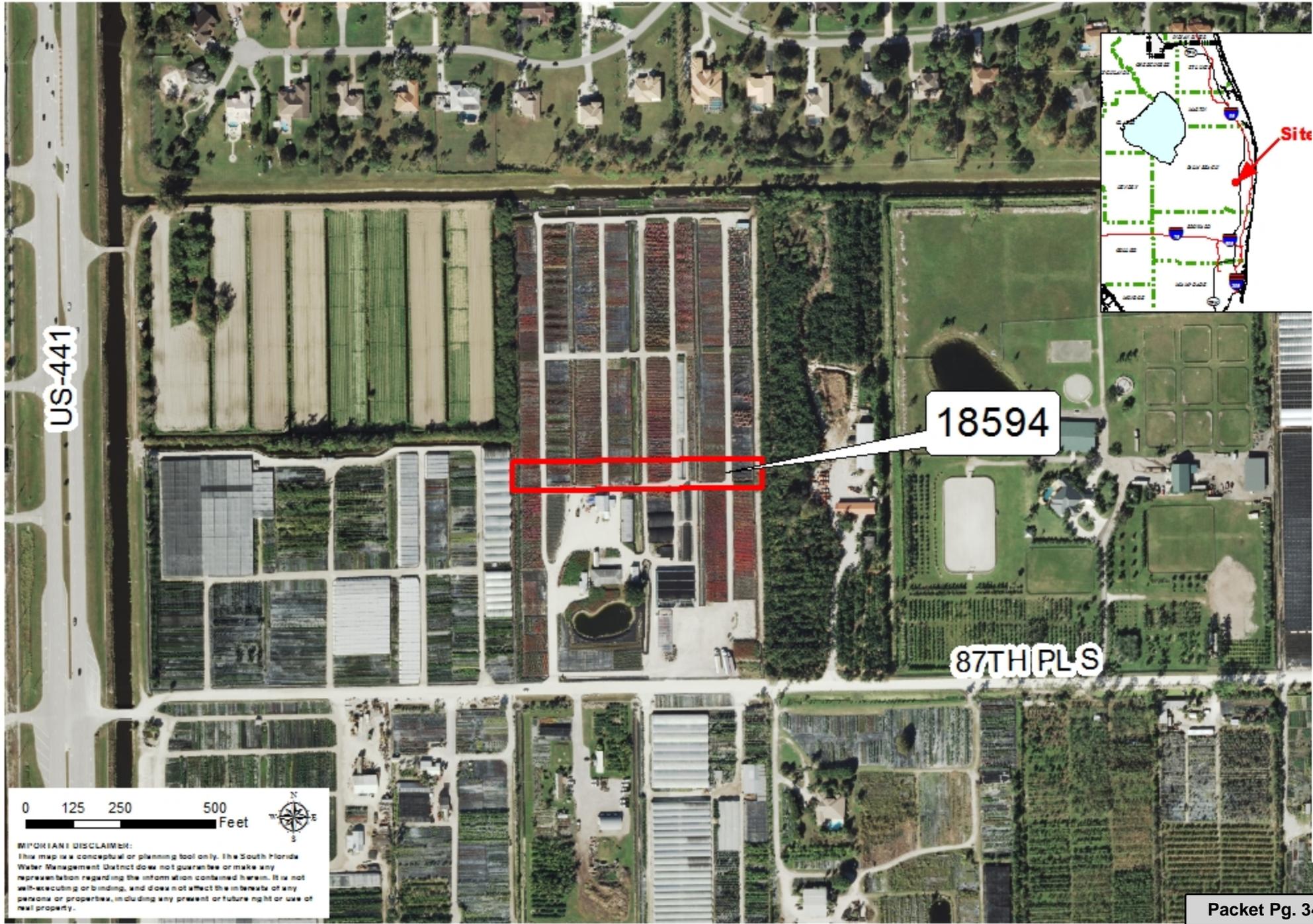


IMPORTANT DISCLAIMER:
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right of use of real property.

Release of Reservations Palm Beach County



Release of Reservations Palm Beach County



US-441

18594

87TH PLS



0 125 250 500 Feet

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Release of Reservations Broward County



18595

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Attachment: ca_om_200_GB_Aug14_18595 (Resolution No. 2014 - 0801 : Release of Reservations)

For copies of this map: \\arc_data\map\ReleaseOfReservations\GB_Aug14_18595.mxd, created by af, contact the Real Estate Section.

MEMORANDUM

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 14, 2014

SUBJECT: Approve acquisition of land interests containing 30 acres,+/-, in Miami-Dade County for \$240,000

Summary

Tract Nos. W9307-020 and W9307-024 comprise a total of 30 acres located within the District's Pennsuco Wetlands Project. The Pennsuco wetlands are approximately 13,000 acres of wetland prairie located adjacent to the east perimeter of Water Conservation Area (WCA) 3B in northwestern Miami-Dade County. The Pennsuco area is bordered to the west and north by Krome Avenue, to the south by Tamiami Trail and the east by the Dade-Broward Levee.

Staff Recommendation

Staff recommends approval of the acquisition.

Core Mission and Strategic Priorities

The Pennsuco wetlands serve as a buffer between developed areas of Miami-Dade County, to the east, and the Everglades, to the west. Increased hydroperiods in the Pennsuco wetlands, and increased depth and durations of the wetlands, will allow the Pennsuco wetlands to provide seepage management for the overall benefit of the Everglades by reducing seepage losses from WCA 3B.

Funding Source

The acquisition of these tracts is from a willing seller. The purchase price of the subject lands is \$240,000, which is under the appraised value of \$450,000. The closing costs will be paid by the seller. All costs are to be funded from the Lake Belt Mitigation Fund.

Staff Contact and/or Presenter

Ray Palmer, rpalmer@sfwmd.gov <<mailto:rpalmer@sfwmd.gov>>, 561-682-2246

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0802

A Resolution of the Governing Board of the South Florida Water Management District to approve the purchase of land interests containing 30.0 acres, more or less, in Miami-Dade County, Pennsuco Project, in the total amount of \$240,000 and associated costs in the amount of \$2,950 for which dedicated funds (Lake Belt Mitigation Fund) have been budgeted; approve declaring surplus, disposal of, and removal from the asset records any such structures and improvements deemed unnecessary for the stated purpose of the original land acquisition; providing an effective date.

WHEREAS, the South Florida Water Management District is currently acquiring land on a voluntary willing seller basis in connection with the implementation of the Pennsuco Project; and

WHEREAS, the South Florida Water Management District desires to purchase land interests containing 30.0 acres, more or less, for the Pennsuco Project, in Miami-Dade County, and as shown on the location map Exhibit "A", attached hereto and made a part hereof, in the amount of \$240,000, and declare surplus, disposal of, and removal from the asset records, any such structures and improvements deemed unnecessary for the stated purpose for the original land acquisition; and

WHEREAS, all costs are to be funded from the Lake Belt Mitigation Fund for the acquisition and its associated costs; and

WHEREAS, the South Florida Water Management District is authorized to acquire land, or interests or rights in land, pursuant to Section 373.139, Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the South Florida Water Management District hereby approves the purchase of land interests containing 30.0 acres, more or less, in Miami-Dade County, Pennsuco Project, in the amount of \$240,000, together with associated costs in the amount of \$2,950; provided an agreement for sale and purchase in form and content substantially in the form attached hereto as Schedule 1 is executed and delivered by the owner on or before February 11, 2015, as follows:

Owner	Tract No.	Interest	Acre	Appraised Value	Purchase Price
BELLO CAMPO, S. A., a Panamanian corporation	W9307-020 W9307-024	Fee	30.0	\$450,000	\$240,000

Section 2. The Governing Board of the South Florida Water Management District hereby further approves declaring surplus, disposal of and removal from the asset records, any such structures and improvement deemed unnecessary for the stated purpose of the original land acquisition.

Section 3. The Governing Board of the South Florida Water Management District hereby authorizes the Chairman to execute the Agreement for Sale and Purchase instrument.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 14th day of August, 2014

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

Legal form approved:

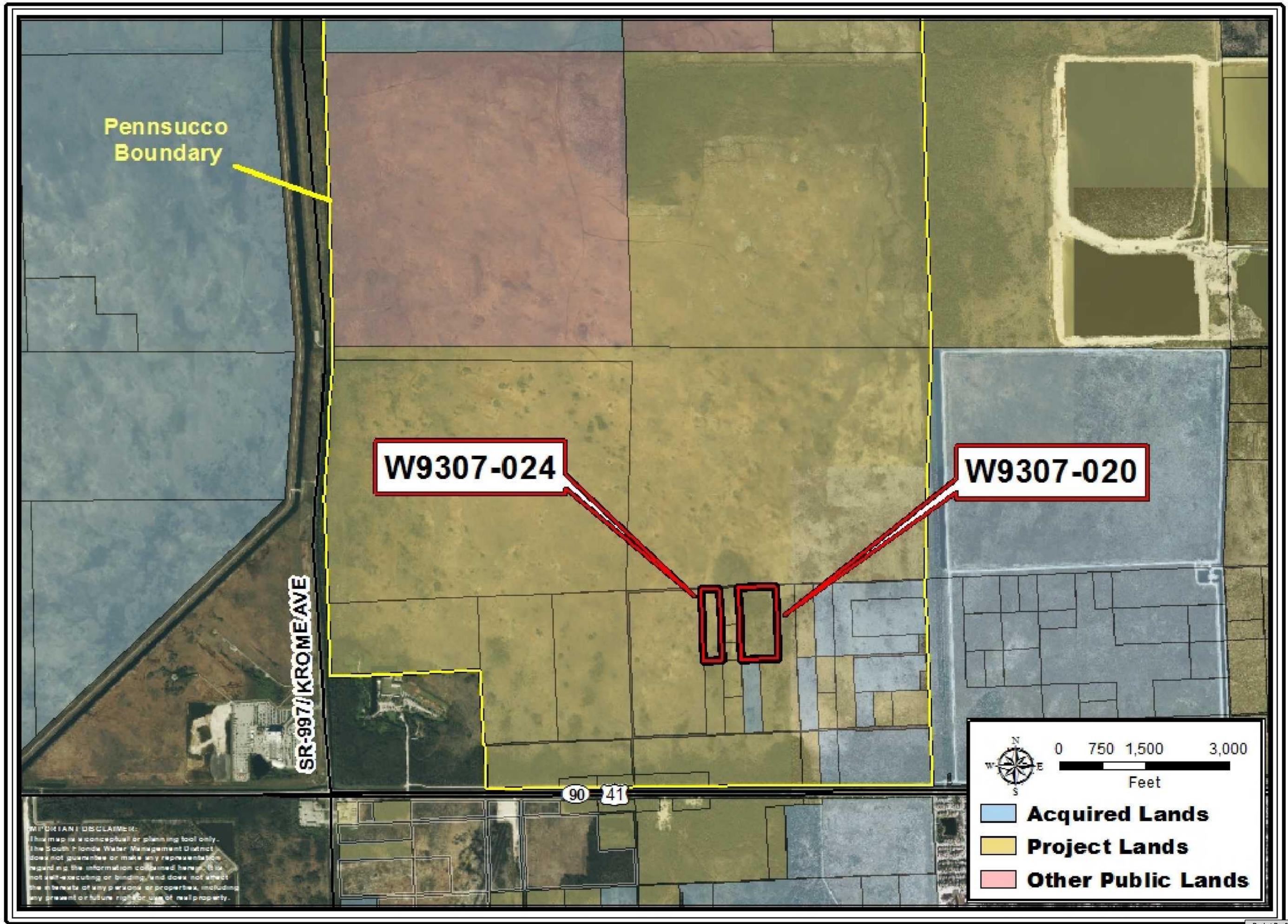
By:

District Clerk/Secretary

Office of Counsel

Print name:

PENNSUCO - BELLO CAMPO



Pennsucco Boundary

W9307-024

W9307-020

SR-997 / KROME AVE

90 41

0 750 1,500 3,000
Feet

Acquired Lands
 Project Lands
 Other Public Lands

IMPORTANT DISCLAIMER:
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Attachment: ca_on_201_Map_Palmer_Bello Campo (Resolution No. 2014-0802 : Approve acquisition of land interests containing 30 acres +/-, in Miami-Dade County for \$240,000)

Form No. SHORTS&P.FIN
Revision Date: 7/16/14

Schedule 1

Project: Pennsuco
Tract Nos. W9307-020, W9307-024

AGREEMENT FOR SALE AND PURCHASE

This Agreement is made and entered into by and between the below named SELLER:

BELLO CAMPO, S. A., a Panamanian corporation

whose address is: c/o Luis J. Gonzalez
Century 21 Continental Realty
12955 SW 42 Street, Suite 1
Miami, FL 33175

whose telephone number is: 305-221-7221 (office); 305-776-5300 (mobile)

(hereinafter referred to as "SELLER"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, its successors and assigns, (hereinafter referred to as "BUYER").

For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY

The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately 30 acres located in Miami-Dade County, Florida, legally described in Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining (hereinafter referred to as the "Premises").

2. PURCHASE PRICE

The purchase price for the Premises is the sum of Two Hundred Forty Thousand Dollars (\$240,000.00) (the "Purchase Price") payable at time of Closing by BUYER's check or check issued by the closing agent subject only to the prorations and adjustments as otherwise provided in this Agreement.

3. TIME FOR ACCEPTANCE

This Agreement shall not be effective unless it is executed and delivered by the SELLER to the BUYER on or before _____, and is executed by the BUYER on or before _____. Notwithstanding the foregoing, in the event this Agreement is executed by the SELLER and delivered to the BUYER after _____, BUYER, in BUYER's sole discretion, may extend said date until the date the BUYER actually receives this Agreement fully executed by the SELLER. The effective date of this Agreement ("Effective Date"), for purposes of performance, shall be regarded as the date when the BUYER has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Premises unless incorporated by reference herein. This Agreement is subject to and contingent upon approval by the Governing Board of the South Florida Water Management District.

4. CLOSING DATE

The transaction contemplated by this Agreement shall be closed ("Closing") and the Deed and other closing papers and possession, shall be delivered on or before _____ ("Closing Date"), unless extended by other provisions of this Agreement. Closing shall be held at the office of the BUYER or BUYER's closing agent. BUYER shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of ninety (90) days.

5. EVIDENCE OF TITLE

SELLER, within thirty (30) days from the Effective Date, shall at SELLER's expense deliver to BUYER or its designee a title insurance commitment ("Title Commitment") issued by a title insurer approved by the BUYER ("Title Company"), agreeing to issue to the BUYER upon the recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the Purchase Price insuring the BUYER as to marketable title to the Premises. SELLER shall pay at Closing the entire title insurance premium due for the title insurance policy to be issued to the BUYER after Closing pursuant to the Title Commitment. Prior to or at Closing, SELLER shall, at its sole cost and expense, satisfy all B-I requirements of the Title

Commitment. BUYER shall have until the later of: (1) the forty-fifth (45th) day after the Effective Date, or (2) the thirtieth (30th) day after the date Buyer receives the Title Commitment and any updates thereto, to examine the Title Commitment. If the Title Commitment or any update to the Title Commitment discloses exceptions to title other than those matters set forth on the list attached hereto as Exhibit "B", (those matters set forth on Exhibit "B" are hereinafter referred to as the "Approved Exceptions"), then BUYER shall notify the SELLER in writing specifying which title exceptions are objected to by BUYER ("Title Objections"). SELLER shall have sixty (60) days ("Cure Period") from the delivery of such notice to cure and remove the Title Objections. SELLER shall have the right, but not the obligation, to cure and remove Title Objections within the Cure Period. If the Cure Period extends past the Closing Date, then the Closing Date shall be automatically extended to on or before the tenth (10th) day after the expiration of the Cure Period. If SELLER shall not have cured and removed the Title Objections during the Cure Period, BUYER shall have the option of: (1) accepting title as it then is, (2) extending the Cure Period for one (1) sixty (60) day period, or (3) declining to accept title and thereupon this Agreement shall be cancelled and the BUYER and SELLER shall have no further claim against each other under this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING

a. In addition to all other conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein:

i. Prior to Closing, SELLER shall clean up and remove all abandoned personal property (including but not limited to trailers of all types), refuse, garbage, junk, rubbish, solid waste, trash and debris from the Premises to the reasonable satisfaction of BUYER.

ii. Availability, approval and release of funds to Buyer in the amount of the Purchase Price plus Buyer's closing costs by Lake Belt Mitigation Trust Fund, prior to the Closing Date.

iii. Approval of the acquisition contemplated by this Agreement by the Florida Department of Environmental Protection prior to the Closing Date.

iv. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

v. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

vi. On the day of Closing, the Premises shall be in compliance with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations.

vii. The physical condition of the Premises shall be the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

viii. There are no, and there have been no, judicial, administrative or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement, prior to, or on, the Closing Date.

ix. Prior to Closing, SELLER's Attorney (as defined in subparagraph 9.b.) shall deliver to BUYER a letter, acceptable to BUYER, stating that as an inducement to BUYER consummating Closing, SELLER's Attorney shall hold and disburse the FIRPTA Amount (as defined in subparagraph 9.b. below) in accordance with subparagraph 9.b. and all Internal Revenue Service laws and regulations.

b. Should any of the conditions precedent to Closing provided in subparagraph 6.a. above fail to occur, then BUYER shall have the right, in BUYER's sole and absolute discretion, to terminate this Agreement upon which both parties shall be released of all obligations under this Agreement with respect to each other, except for material misrepresentations made by SELLER to BUYER.

7. PRORATIONS, TAXES AND ASSESSMENTS

SELLER shall pay at Closing all real property taxes accrued with respect to the Premises through the Closing Date in accordance with Florida Statute 196.295 and all other revenue of the Premises shall be prorated as of the Closing Date. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date are to be paid by the SELLER no later than Closing. Intangible personal property taxes, if any, shall be paid by SELLER.

8. CONVEYANCE

SELLER shall convey title to the Premises to the BUYER, and/or such other third party as may be designated by BUYER, by special warranty deed ("Deed") subject only to the Approved Exceptions and those title exceptions otherwise accepted by the BUYER.

9. OWNERS AFFIDAVIT/CONSTRUCTION LIENS

a. At Closing, the SELLER shall furnish to the BUYER an Owner's Affidavit ("Owner's Affidavit") swearing that there have been no improvements to the Premises for ninety (90) days immediately preceding the Closing Date in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Premises has been improved within ninety (90) days immediately preceding the Closing Date, the SELLER shall deliver appropriate releases or waivers of all construction liens and the SELLER's construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the Title Company in order to enable the Title Company to delete the unrecorded easements, parties in possession and other standard exceptions from the Title Commitment.

b. SELLER shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA).

i. In the event SELLER is not a "non-resident alien" or a foreign person" as defined within the meaning of FIRPTA, then SELLER shall provide at Closing to BUYER a non-foreign affidavit in a form acceptable to the closing agent ("Non-Foreign Affidavit"); or

ii. In the event the SELLER is a "non-resident alien" or "foreign person" within the meaning of FIRPTA and SELLER has not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the closing agent shall withhold a sum equal to 10% of the Purchase Price, or such amount set forth in any written release from the IRS, from SELLER's proceeds at Closing and pay such sum to the IRS within 10 days from Closing. If the SELLER applies for a withholding certificate providing for reduced or eliminated withholding but the application is still pending as of the Closing, the parties agree that the 10% of the Purchase Price (the "FIRPTA Amount") shall be held in trust by Packman, Neuwahl & Rosenberg, P.A. ("SELLER's Attorney") at SELLER'S expense to be disbursed in accordance with the final determination of the IRS, provided SELLER gives BUYER notice of the pending application in accordance with Section 1445 and implementing regulations.

10. DOCUMENTS FOR CLOSING

a. At Closing, SELLER shall execute and deliver (or cause to be executed and delivered) to BUYER the following documents and instruments ("Seller's Documents"):

i. the Deed

ii. the Owner's Affidavit

iii. the Non-Foreign Affidavit, if applicable

iv. the Closing Statement

v. an affidavit stating that the representations and warranties contained in this Agreement are true and correct as of Closing

vi. all other documents and instruments provided for under this Agreement, required by the Title Company or reasonably required by BUYER to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to BUYER.

b. The BUYER shall prepare the Seller's Documents (except for the Closing Statement and documents required by the Title Company). The BUYER shall prepare or cause the closing agent to prepare the closing statement and submit it to BUYER prior to Closing.

11. WARRANTY

a. SELLER warrants that there are no facts known to SELLER materially affecting the value of the Premises which are not readily observable to BUYER or which have not been disclosed to BUYER.

b. The SELLER hereby represents and warrants that there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, BUYER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Premises, or any portion thereof, and SELLER has not granted nor is obligated to grant any interest in the Premises to any of the foregoing entities.

12. INGRESS AND EGRESS

SELLER warrants that there is legal access, ingress and egress to and from the Premises to and from a public road.

13. EXISTING MORTGAGES AND OTHER LIENS

At Closing, SELLER shall obtain satisfaction of record of all mortgages, liens and judgments applicable to and encumbering the Premises.

14. EXPENSES

SELLER shall pay all State and County surtax and documentary stamps that are required to be affixed to the instrument of conveyance. All costs of recording the Deed, and all other Closing Documents to be recorded, shall be paid by the SELLER. Any corrective instruments to be recorded shall be paid by SELLER.

15. DEFAULT

If the SELLER fails or neglects to perform any of the terms, conditions, covenants or provisions of this Agreement, the BUYER may seek specific performance without thereby waiving any action for damages resulting from SELLER's breach. If the BUYER fails to perform any of the BUYER's covenants under this Agreement, SELLER shall have the right to seek

damages or specific performance.

16. RIGHT TO ENTER

The SELLER agrees that from the Effective Date through the Closing Date, all officers, employees and accredited agents of the BUYER shall have at all proper times the unrestricted right and privilege to enter upon the Premises for all proper and lawful purposes, including but not limited to inspection, investigation, examination of the Premises and the resources upon it. BUYER shall repair or replace any damage it causes to any physical part of the Premises, reasonable wear and tear excepted.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY

SELLER assumes all risk of loss or damage to the Premises prior to the Closing Date, except as provided in Section 16 hereinabove, and warrants as a condition of Closing, that the Premises shall be transferred and conveyed to BUYER in the same condition as of the date of SELLER's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Premises is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event BUYER elects not to terminate this Agreement, the Purchase Price shall be reduced by the appraised value, as approved by BUYER, of the damaged or destroyed improvements, and any casualty insurance proceeds shall belong to the SELLER.

18. SURVIVAL

The covenants, warranties, representations, releases, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and BUYER's possession of the Premises.

19. OCCUPANCY AND POSSESSION

SELLER warrants that there are no parties in occupancy of the Premises other than SELLER, and at Closing SELLER shall deliver occupancy of the Premises free and clear of all parties.

20. SPECIAL CLAUSES

a. Environmental Conditions

i. For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws ("Environmental Laws") shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

ii. As a material inducement to BUYER entering into this Agreement, the SELLER hereby warrants and represents the following:

(1) The SELLER has obtained and is in full compliance with any and all permits regarding the Disposal of Pollutants on the Premises or contiguous property owned by SELLER.

(2) The SELLER is not aware nor does it have any notice, actual or constructive, of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Premises or on contiguous property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or threatened against the SELLER relating in any way to the Disposal of Pollutants on the Premises or on any contiguous property owned by SELLER.

iii. Liability. While this subparagraph 20.a. establishes contractual liability for the SELLER regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of the SELLER for such pollution.

iv. Environmental Audit. The SELLER hereby allows BUYER full and free access to the Premises in order to perform environmental audits which assess the presence of Pollutants and their impact on the Premises. BUYER may perform any and all updates thereof which BUYER, in its sole discretion, may deem necessary. Such environmental audits, together with any updates thereof, shall hereinafter be referred to collectively as the "Audit".

v. Pollutants.

(1) In the event that the Audit discloses the presence of Pollutants on the Premises, or any other condition that BUYER deems unacceptable in its sole discretion with respect to the Premises, BUYER may elect to terminate this Agreement by delivering written notice to SELLER prior to the Closing Date, and neither party shall have any further obligations under this Agreement except for material misrepresentations made by SELLER to BUYER.

(2) Should the BUYER elect not to terminate this Agreement, BUYER shall accept the Premises subject to the findings set forth in the Audit.

b. Cultural, Archeological and Historical Assessment. BUYER shall have until ninety (90) days after the Effective Date ("Cultural Inspection Period") to inspect, investigate and examine, at BUYER's expense, all cultural, historical, and archaeological aspects, matters and conditions relating to the Premises and BUYER's intended use of the Premises, including, but not limited to the right to conduct physical inspections, investigations, and examinations of the Premises. BUYER's right of inspection and the exercise of the right shall not constitute a waiver by BUYER of the breach of any representation or warranty of the SELLER which might have been disclosed by such inspection. All such inspections and

reviews shall be permitted at all reasonable times. SELLER shall cooperate with BUYER and permit and provide BUYER, and BUYER's representatives, with access to the Premises for examining, inspecting and investigating same at all reasonable times during the Cultural Inspection Period. If BUYER, in its sole discretion, disapproves any aspect of the cultural, historical, or archaeological aspect of the Premises, or if BUYER is not satisfied in its sole discretion with any cultural, historical, or archeological matter, condition or aspect relating to the Premises, then BUYER shall be entitled to terminate this Agreement upon delivery of written notice to SELLER on or before one hundred days (100) after the Effective Date. Upon such cancellation by BUYER, both parties shall be released of all obligations with respect to each other under this Agreement except for material misrepresentations made by SELLER to BUYER.

c. SELLER's Attorney's Fees and Costs. SELLER acknowledges and agrees that SELLER shall be responsible for all attorney's fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement and that BUYER shall have no responsibility or obligation to pay for or reimburse SELLER, as provided under Chapter 73, Florida Statutes, for any attorney's fees or any costs incurred by SELLER in connection with the transaction contemplated by this Agreement.

d. Release. In consideration of the BUYER agreeing to acquire the Premises in accordance with the terms, conditions, and provisions of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SELLER hereby acquits, releases, exonerates, covenants not to sue, satisfies and forever discharges the BUYER, its agents, employees, officers, governing board members, independent contractors, successors and assigns, of and from all causes of action, claims bills, legislative remedies, damages, judgments, executions, claims, demands and all other loss, damage and liability, whatsoever (including but not limited to reasonable attorney's fees and costs), in law, in equity or otherwise, which SELLER ever had, now has, or hereafter can, shall or may have, known, unknown or hereafter becoming known, accrued or hereafter accruing against the BUYER, its agents, employees, officers, governing board members, independent contractors, successors and assigns for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world through the Closing, resulting directly, indirectly, or proximately from any and all actions or inactions by BUYER which impacted the Premises, except as provided for in Section 16 hereinabove.

21. CONSIDERATION OWED TO THIRD PARTIES

As a material inducement to BUYER entering into this Agreement, SELLER represents and warrants to and covenants with BUYER that no person, individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, or other entity or group ("hereinafter referred to as "Person") is entitled to a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration in connection with this Agreement or subsequent closing or as compensation contingent upon BUYER entering into this Agreement or subsequent closing, or to solicit or secure this Agreement (hereinafter referred to as "Fees"), except as accurately disclosed on the Beneficial Interest and Disclosure Affidavit attached hereto and made a part hereof as Exhibit "C", and that the foregoing representations and warranties will also be true and correct as of Closing. SELLER shall pay all Fees, and SELLER shall indemnify and hold BUYER harmless from any and all claims for Fees, whether disclosed or undisclosed. Furthermore, in the event BUYER becomes aware prior to Closing that a Fee is owed to an undisclosed Person then BUYER shall have the right to terminate this Agreement without thereby waiving any action for damages resulting from SELLER's breach and misrepresentation, or BUYER may proceed to Closing and reduce the Purchase Price by the full amount of such Fee owed to an undisclosed Person. If BUYER proceeds to Closing and the Fee owed to the undisclosed Person is a gift or other non-monetary consideration or benefit, then the Purchase Price shall be reduced by the fair market value of such compensation from SELLER. In the event BUYER becomes aware after Closing that a Fee has been paid to an undisclosed Person, then BUYER may recover from SELLER the full amount of such Fee ("Post Closing Recovery Amount"). If the Fee is a gift or other non-monetary consideration or benefit, BUYER may recover the fair market value of such compensation from SELLER. BUYER and SELLER hereby acknowledge and agree that in the event SELLER fails to disclose that a Fee is to be paid to a Person and that BUYER does not become aware of such Fee until after Closing, it will be difficult to quantify and determine BUYER's damages, and therefore, BUYER and SELLER agree that the Post Closing Recovery Amount is a fair and reasonable liquidated damages amount, and not a penalty. The provisions of this paragraph 21 shall survive the Closing, the delivery and recording of the deed or other instrument and BUYER's possession of the Premises.

22. SELLER'S DELIVERIES

SELLER shall deliver to BUYER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

- a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Premises, if any.
- b. Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits and environmental resource permits issued by the BUYER), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the use or operation of the Premises, if any.
- c. Prior to the Closing Date, SELLER shall execute and deliver to BUYER any and all documents and

instruments required by BUYER, in BUYER's sole and absolute discretion, which: (i) effectuate the transfer to BUYER of those Governmental Approvals, or portions thereof which are applicable to the Premises, that BUYER desires to have assigned to it, and/or (ii) effectuate the termination of those Governmental Approvals, or portions thereof which are applicable to the Premises, that BUYER does not want assigned to it. No later than thirty (30) days prior to the Closing Date, SELLER shall remedy, restore, and/or rectify any and all violations of the Governmental Approvals (including but not limited to any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules).

23. MISCELLANEOUS

a. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, emailed or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO BUYER:

Lead Professional-Acquisition
Real Estate Section, MSC #5210
South Florida Water Management District
(MAILING ADDRESS:)
P.O.Box 24680
West Palm Beach, Florida 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
West Palm Beach, Florida 33406

Fax: (561) 682-5985
email: rschaef@sfwmd.gov

TO SELLER:

c/o Luis J. Gonzalez
Century 21 Continental Realty
12955 SW 42 Street, Suite 1
Miami, FL 33175

Fax: (305) 221-1866
Email: luisjaviergonzalez@yahoo.com

With a copy to:

Felipe Frías, Esq.
PACKMAN NEUWAHL & ROSENBERG, P.A.
1500 San Remo Avenue, Suite 125
Coral Gables, FL 33146

Fax: (305) 665-1244
Email: ff&pnrlaw.com

or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

b. Severability. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile and/or electronic copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

d. Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

e. Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by the BUYER and the SELLER shall control all printed provisions in conflict therewith.

f. Time. Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

g. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

h. Successors in Interest. This Agreement shall be legally binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement may not be assigned by SELLER without BUYER's prior written consent.

BUYER:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ATTEST:

Secretary

By: _____
Chairman

Executed by the BUYER on _____

SELLER:

BELLO CAMPO, S. A., a Panamanian corporation

Witness
Name: _____

By: _____
Name: _____
Its: _____

Witness
Name: _____

(corporate seal)

ATTEST:

_____, Secretary

Executed by the SELLER on _____

Attachment: ca_om_201_Palmer_Bello Campo_Schedule 1 to Bello Campo Resolution - for 8-14-14 GB meeting (Resolution No. 2014 - 0802 :

**EXHIBIT "A" TO AGREEMENT FOR SALE AND
PURCHASE BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
BELLO CAMPO, S.A.**

Tract No. W9307-024

Tract 20, less the North 25 feet thereof, of BENDLE INVESTMENT COMPANY'S SUBDIVISION, in Section 5, Township 54 South, Range 39 East, according to the Plat thereof recorded in Plat Book 1, Page 87, of the Public Records of Dade County, Florida.

and

Tract No. W9307-020

Tracts 17 and 18, less the North 25 feet thereof, of BENDLE INVESTMENT COMPANY'S SUBDIVISION, in Section 5, Township 54 South, Range 39 East, according to the Plat thereof recorded in Plat Book 1, Page 87, of the Public Records of Dade County, Florida.

**EXHIBIT "B" TO AGREEMENT FOR SALE AND
PURCHASE BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
BELLO CAMPO, S.A.**

APPROVED EXCEPTIONS

NONE

All recording information refers to the Public Records of Miami-Dade County, Florida unless otherwise specifically noted.

**EXHIBIT "A" TO BENEFICIAL INTEREST AND
DISCLOSURE AFFIDAVIT**

**[THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
BELLO CAMPO, S.A.]**

Tract No. W9307-024

Tract 20, less the North 25 feet thereof, of BENDLE INVESTMENT COMPANY'S SUBDIVISION, in Section 5, Township 54 South, Range 39 East, according to the Plat thereof recorded in Plat Book 1, Page 87, of the Public Records of Dade County, Florida.

and

Tract No. W9307-020

Tracts 17 and 18, less the North 25 feet thereof, of BENDLE INVESTMENT COMPANY'S SUBDIVISION, in Section 5, Township 54 South, Range 39 East, according to the Plat thereof recorded in Plat Book 1, Page 87, of the Public Records of Dade County, Florida.

MEMORANDUM

TO: Governing Board Members

FROM: Terrie Bates, Director, Water Resources Division

DATE: August 14, 2014

SUBJECT: Memorandum of Understanding with the Florida Public Service Commission

Summary

This Memorandum of Understanding (MOU) replaces and updates an existing MOU between the Florida Public Service Commission (FPSC) with Florida's five water management districts which has been in place for 23 years. The proposed MOU outlines the responsibilities and duties of the SFWMD and the FPSC in regard to water conservation and water reuse and describes how the parties will coordinate on these issues for water service providers under the FPSC's jurisdiction, as necessary.

Staff Recommendation

Staff recommends the Governing Board enter into the Memorandum of Understanding with the Florida Public Service Commission.

Additional Background

The common objectives as stated in the MOU are: 1) to encourage and promote the efficient use of ground and surface water resources through, among other measures, employment of conservation promoting rate structures, promotion of reuse and use of reclaimed water, and through consumer education programs and 2) to effectively employ the technical expertise of the SFWMD regarding water source development and water resource management and of the FPSC regarding economic regulation and rate design of jurisdictional utilities for the promotion of efficient water consumption. The MOU commits each agency to: 1) designate a liaison, 2) communicate as necessary and 3) provide appropriate technical assistance in necessary enforcement actions taken against individual water systems subject to FPSC jurisdiction for failure to implement recommended water conservation and reuse measures. This MOU is not anticipated to create additional workload.

Core Mission and Strategic Priorities

Water Supply is one of the District's core missions. Promotion of the use of reclaimed water and water conservation measures through rate structures and education programs are strategic priorities of the District's Comprehensive Water Conservation Program.

Funding Source

NA

Staff Contact and/or Presenter

Terrie Bates, tbates@sfwmd.gov <<mailto:tbates@sfwmd.gov>>, (561) 682-6952

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0803

A Resolution of the Governing Board of the South Florida Water Management District (SFWMD) to authorize entering into a Memorandum of Understanding between the South Florida Water Management District and the Florida Public Service Commission (FPSC) which outlines the responsibilities and duties regarding water conservation and water reuse issues for utilities subject to FPSC jurisdiction and describe how the SFWMD and FPSC will coordinate on these issues; and providing an effective date.

WHEREAS, the South Florida Water Management District (SFWMD) was created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes (F.S.);

WHEREAS, the SFWMD's mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply;

WHEREAS, among other duties, the SFWMD performs technical investigations into water resources, develops water shortage plans for times of drought, and implements permitting programs for the regulation of the consumptive use of water, well construction, and surface water management systems;

WHEREAS, the SFWMD is empowered to enter into contracts with public agencies, private corporations, or other persons, pursuant to Section 373.083, F.S.;

WHEREAS, the Florida Public Service Commission (FPSC) is an agency of the State of Florida created by the Florida Legislature and given the powers and responsibilities enumerated in Chapter 367, F.S.;

WHEREAS, the FPSC's jurisdiction is limited to economic regulation of investor-owned water and wastewater utilities in counties that have designated the FPSC as the regulatory entity;

WHEREAS, for those utilities subject to its jurisdiction, the FPSC establishes authorized rates and rates of return for investor-owned water and wastewater utilities pursuant to Chapter 367, F.S., and Chapter 25-30, Florida Administrative Code;

WHEREAS, the SFWMD and FPSC have the common objective of encouraging and promoting the efficient use of ground and surface water resources through, among other measures, employment of conservation promoting rate structures, promotion of use of reclaimed water, and through consumer education programs;

WHEREAS, SFWMD and FPSC desire to effectively employ the technical

expertise of the respective agencies regarding water resource development, water resource management, and utility rate design to promote efficient water consumption;

WHEREAS, a Memorandum of Understanding between the SFWMD and the FPSC, dated July 27, 1991, exists which both parties agree should be updated.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the SFWMD hereby authorizes the execution of the Memorandum of Understanding with the FPSC that outlines the roles and responsibilities of each party and provides for project coordination for water utilities subject to FPSC jurisdiction, which is attached hereto and incorporated herein, superseding the MOU dated July 27, 1991.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By:

Chairman

Attest:

Legal form approved:

By:

Office of Counsel

District Clerk/Secretary

Print name:

**MEMORANDUM OF UNDERSTANDING
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND FLORIDA PUBLIC SERVICE COMMISSION**

The South Florida Water Management District (SFWMD) and Florida Public Service Commission (FPSC) recognize that water conservation and reuse of reclaimed water are key elements of Florida's long-term water management strategy. It is our goal to ensure the efficient and conservative utilization of water resources in Florida. This Memorandum of Understanding (MOU) formally outlines the responsibilities and duties of the SFWMD and FPSC in regard to water conservation and water reuse and describes how the SFWMD and FPSC will coordinate on these issues.

BACKGROUND

The SFWMD

The SFWMD was created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes (F.S.). Within its jurisdiction, the SFWMD's mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply. The SFWMD administers flood protection programs, performs technical investigations into water resources, develops water shortage plans for times of drought, and acquires and manages lands for water management and conservation purposes, among others. The SFWMD implements permitting programs for the regulation of the consumptive use of water, well construction, and surface water management. The SFWMD is empowered to enter into contracts with public agencies, private corporations, or other persons, pursuant to Section 373.083, F.S.

The Florida Public Service Commission

The FPSC is an agency of the State of Florida created by the Florida Legislature and given the powers and responsibilities enumerated in Chapter 367, F.S. The FPSC's jurisdiction is limited to economic regulation of investor-owned water and wastewater utilities in counties that have designated the FPSC as the regulatory entity. A county may by resolution, pursuant to Section 367.171, F.S., designate the FPSC as the economic regulator of investor-owned water and wastewater utilities.¹ For those utilities subject to its jurisdiction, the FPSC establishes authorized rates and rates of return for investor-owned water and wastewater utilities pursuant to Chapter 367, F.S., and Chapter 25-30, Florida Administrative Code (F.A.C.).

COMMON OBJECTIVES

The common objectives, as they relate to public water systems, are as follows:

1. To encourage and promote the efficient use of ground and surface water resources through, among other measures, employment of conservation

¹ As of June 1, 2014, the FPSC regulates investor-owned water and wastewater utilities in 37 Florida counties.

promoting rate structures, promotion of reuse and use of reclaimed water, and through consumer education programs.

2. To effectively employ the technical expertise of the SFWMD regarding water source development and water resource management and of the FPSC regarding economic regulation and rate design of jurisdictional utilities for the promotion of efficient water consumption.

FPSC RESPONSIBILITIES

The following represents a general description of the roles and responsibilities of the FPSC related to water service providers. The FPSC's jurisdiction is limited to investor-owned utilities and is effective in Florida counties that have designated the FPSC as the regulatory authority for economic regulation. The FPSC agrees to implement policies and procedures necessary to administer the following duties when applicable:

1. Determine the type of rate structure needed to encourage conservation in association with water use planning or permitting requirements.
2. Timely notify the SFWMD of the FPSC public meetings with customers where conservation efforts, water use planning, or permitting criteria will be discussed.
3. Recognize and may allow recovery of prudently incurred expenses and investment necessary to address and correct unaccounted for water that exceeds limits set in SFWMD rule or in a utility's Consumptive Use Permit or, in the alternative, adjust expense levels to discourage higher than allowable unaccounted for water. Established rates will be set in a way that recognize the impact of conservation on a utility's revenues. Recognize and may allow recovery of prudently incurred expenses which may include meter accuracy testing, meter replacement and leak detection, and other reasonable conservation programs.
4. Provide technical input to the SFWMD as requested with regard to service territories.

The FPSC staff will assist the SFWMD to the extent provided by law and agency workload.

SFWMD RESPONSIBILITIES

The following represents a general description of the roles and responsibilities of the SFWMD related to water service providers. The SFWMD agrees to implement policies and procedures necessary to administer the following duties:

1. Evaluate public water supply needs to determine beneficial demands and identify future deficiencies.

2. Identify demand management (conservation) strategies and alternative water supply sources necessary to meet reasonable demands.
3. Evaluate water resource availability.
4. Evaluate and monitor cumulative water withdrawal rates and identify and recommend potential options for resource management protection.
5. When requested by the FPSC, participate at FPSC public meetings and evidentiary hearings where water use planning or permitting matters are to be discussed.
6. Provide technical input to the FPSC as necessary and appropriate in FPSC proceedings. This may include, but not be limited to, testimony from expert witnesses.

The SFWMD staff will assist the FPSC to the extent provided by law and agency workload.

PROJECT COORDINATION

1. The SFWMD and the FPSC will each designate a liaison to coordinate communication between the agencies. The liaison of the respective agencies will be the principal contact persons for the technical staff on a particular project.
2. The designated representative of the SFWMD and the FPSC representative, with designated members of their staffs, shall communicate as necessary.
3. The SFWMD and the FPSC shall endeavor to provide appropriate technical assistance in necessary enforcement actions taken against individual water systems subject to FPSC jurisdiction for failure to implement recommended water conservation and reuse measures.

AMENDMENTS

This MOU may be amended by mutual agreement of the SFWMD and the FPSC. Either party may terminate its participation in this Memorandum of Understanding by providing 180 days written notice to the other party.

PREVIOUS MOU

This MOU supersedes the previous MOU dated July 27, 1991 between the WMDs and the FPSC. Upon execution of this MOU by the SFWMD and the FPSC, the MOU dated July 27, 1991 shall be null and void between the SFWMD and the FPSC.

EFFECTIVE DATE AND SIGNATURES

This MOU will become effective on the date of the last signature. The parties, or their authorized representative, are duly authorized to execute this agreement.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
By its Governing Board

Daniel O'Keefe, Chairman

Attest:

Legal Form Approved:

District Clerk/Asst. Secretary

Jennifer Bokankowitz, Esq.

Approved:
Florida Public Service Commission

Chairman
Date: _____

Attachment: PSC-WMD MOU for Board approval 8-4-2014 (Resolution No. 2014 - 0803 : Memorandum of Understanding with the Florida Public

M E M O R A N D U M

TO: Governing Board Members

FROM: Sharon M. Trost, P.G., AICP, Director, Regulation Division

DATE: August 14, 2014

SUBJECT: Approve a Memorandum of Understanding for the East Caloosahatchee River FAVT Project

Summary

The East Caloosahatchee River Floating Aquatic Vegetative Tilling (FAVT) Project is located within the boundaries of the Hendry-Hilliard Water Control District (HHWCD). The project has been funded by FDACS for the operation and monitoring of a proposed water quality treatment project by Water & Soil Solutions LLC (WSS), which utilizes an above ground reservoir with aquatic vegetation to remove excess phosphorus and nitrogen from storm water. The Memorandum of Understanding (MOU) has specific operating protocols and monitoring for protection of the resource.

Staff Recommendation

Approve a MOU between the District, HHWCD and WSS authorizing the HHWCD and WSS to operate the FAVT project, subject to the operational protocols in the MOU.

Background

The FAVT project is a proposed 523-acre treatment reservoir located within the boundaries of the HHWCD. WSS is requesting authorization to operate the reservoir for water quality improvement by removing phosphorus and nitrogen. Funding has been provided by FDACS and may be continued on an annual basis for up to five years. The MOU imposes operational constraints as well as monitoring and reporting requirements in order to ensure the FAVT Project does not interfere with existing legal users and does not cause or contribute to Caloosahatchee MFL exceedances or violations.

Section 373.083(1), Fla. Stat., authorizes the District to enter into contracts with other public agencies, private corporations or other persons.

Core Mission and Strategic Priorities

The MOU authorizes operation of the pilot project to determine if the floating aquatic vegetative tilling technology utilized by this project improves water quality. The MOU imposes monitoring and reporting requirements in order to ensure the FAVT Project does not interfere with existing legal users and does not cause or contribute to Caloosahatchee MFL exceedances or violations. The Water Use Bureau is responsible for implementing and tracking this item.

Funding Source

No District funding is necessary for the Memorandum of Understanding.

Staff Contact and/or Presenter

Sharon Trost, P.G., AICP, Director, Regulation Division (561) 682-6814

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0804

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a Memorandum of Understanding between the South Florida Water Management District, Hendry-Hilliard Water Control District, and Water and Soil Solutions, LLC, regarding operation and monitoring of the East Caloosahatchee River Floating Aquatic Vegetative Tilling Project; providing an effective date.

WHEREAS, the South Florida Water Management District (District) is a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Chapter 40E, Florida Administrative Code, as a multipurpose water management district, and whose mailing address is PO Box 24680, West Palm Beach, Florida 33416-4680;

WHEREAS, the Hendry-Hilliard Water Control District (HHWCD) is a public corporation of the State of Florida existing by virtue of Chapter 86-394, Laws of Florida, as now existing and authorized by Chapter 2000-452, Laws of Florida, and operating as a water control district pursuant to Chapter 298, Fla. Stat., and whose mailing address is 5500 Flaghole Road, Clewiston, Florida 33440;

WHEREAS, Water and Soil Solutions LLC (WSS) is a Florida limited liability company whose mailing address is 16112 East Duran Road, Loxahatchee, Florida 33470;

WHEREAS, Section 373.083(1), Fla. Stat., authorizes the District to enter into contracts with other public agencies, private corporations or other persons;

WHEREAS, HHWCD holds Consumptive Use Permit Number 26-00003-W, authorizing the diversion and impoundment of up to 56,522 million gallons of water from the C-43 Canal per year in order to maintain canal elevations and serve agricultural uses;

WHEREAS, HHWCD also holds Consumptive Use Permit Number 22-00189-W, authorizing the diversion and impoundment of up to 5,310 million gallons of water from the C-43 Canal per year in order to maintain canal elevations and serve agricultural uses;

WHEREAS, WSS uses a patented technology known as Floating Aquatic Vegetative Tilling ("FAVT") to remove phosphorus and nitrogen from surface waters;

WHEREAS, Marlin W. Hilliard Revocable Trust owns certain undeveloped property lying within Sections 18 and 19, Township 44 South, Range 32 East upon which it has allowed WSS to design, construct, and operate a FAVT pilot project referred to as the East Caloosahatchee River Floating Aquatic Vegetative Tilling

Project;

WHEREAS, the FAVT Project is a 523-acre treatment reservoir consisting of three shallow above-ground impoundment cells configured in a series containing aquatic vegetation;

WHEREAS, WSS received exemption 26-00003-S-04 for the construction of the FAVT Project;

WHEREAS, the purpose of the FAVT Project is to remove phosphorus and nitrogen from stormwater captured in HHWCD's canals and the easternmost reach of the C-43 Canal, which is located between S-77 and S-78;

WHEREAS, the Florida Department of Agriculture and Consumer Services is funding the FAVT Project for the 2014-2015 Fiscal Year; and,

WHEREAS, the District wishes to promote a cooperative relationship between itself, HHWCD, and WSS for the purpose of exploring opportunities to reduce nitrogen and phosphorus levels.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the SFWMD hereby authorizes the execution of the Memorandum of Understanding with Hendry-Hilliard Water Control District and Water and Soil Solutions LLC, which is attached hereto and incorporated herein.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** on this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By:

Chairman

Attest:

Legal form approved:

By:

District Clerk/Secretary

Office of Counsel

Print name:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT, HENDRY-HILLIARD WATER CONTROL
DISTRICT, AND WATER AND SOIL SOLUTIONS, LLC, REGARDING
OPERATION AND MONITORING OF THE EAST CALOOSAATCHEE RIVER
FLOATING AQUATIC VEGETATIVE TILLING PROJECT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("DISTRICT"), HENDRY-HILLIARD WATER CONTROL DISTRICT ("HHWCD"), and WATER AND SOIL SOLUTIONS, LLC ("WSS"), collectively referred to as the PARTIES.

WITNESSETH:

WHEREAS, the DISTRICT is a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Chapter 40E, Florida Administrative Code, as a multipurpose water management district, and whose mailing address is PO Box 24680, West Palm Beach, Florida 33416-4680;

WHEREAS, the HHWCD is a public corporation of the State of Florida existing by virtue of Chapter 86-394, Laws of Florida, as now existing and authorized by Chapter 2000-452, Laws of Florida, and operating as a water control district pursuant to Chapter 298, Fla. Stat., and whose mailing address is 5500 Flaghole Road, Clewiston, Florida 33440;

WHEREAS, WSS is a Florida limited liability company whose mailing address is 16112 East Duran Road, Loxahatchee, Florida 33470;

WHEREAS, Section 373.083(1), Fla. Stat., authorizes the DISTRICT to enter into contracts with other public agencies, private corporations or other persons;

WHEREAS, HHWCD holds Consumptive Use Permit Number 26-00003-W, authorizing the diversion and impoundment of up to 56,522 million gallons of water from the C-43 Canal per year in order to maintain canal elevations and serve agricultural uses;

WHEREAS, HHWCD also holds Consumptive Use Permit Number 22-00189-W, authorizing the diversion and impoundment of up to 5,310 million gallons of water from the C-43 Canal per year in order to maintain canal elevations and serve agricultural uses;

WHEREAS, WSS uses a patented technology known as Floating Aquatic Vegetative Tilling ("FAVT") to remove phosphorus and nitrogen from surface waters;

WHEREAS, Marlin W. Hilliard Revocable Trust owns certain undeveloped property lying within Sections 18 and 19, Township 44 South, Range 32 East upon which it has allowed WSS to design, construct, and operate a FAVT pilot project referred to as the East Caloosahatchee River Floating Aquatic Vegetative Tilling Project. A map depicting

the FAVT Project location, flow path, and water control facilities is attached hereto as Exhibit A;

WHEREAS, the FAVT Project is a 523-acre treatment reservoir consisting of three shallow above-ground impoundment cells configured in a series containing aquatic vegetation. A map depicting the FAVT Site Plan is attached hereto as Exhibit B;

WHEREAS, WSS received exemption 26-00003-S-04 for the construction of the FAVT Project;

WHEREAS, the purpose of the FAVT Project is to remove phosphorus and nitrogen from stormwater captured in HHWCD's canals and the easternmost reach of the Caloosahatchee River (C-43 Canal), which is located between S-77 and S-78;

WHEREAS, the Florida Department of Agriculture and Consumer Services ("FDACS") has provided funding for the 2014-2015 Fiscal Year to fund the FAVT Project;

WHEREAS, whether FDACS funds this project in future is uncertain at this time; and,

WHEREAS, the DISTRICT wishes to promote a cooperative relationship between itself, HHWCD, and WSS for the purpose of exploring opportunities to reduce nitrogen and phosphorus levels.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants, terms, and conditions contained herein, the PARTIES agree to the following:

- I. The FAVT Project shall be operated in accordance with the protocol set forth below:
 - A. Local Runoff:
 - i. HHWCD shall notify WSS when local runoff within the boundaries of HHWCD is available. Local runoff is deemed available when the water elevation of the Orange Gate Canal exceeds 24 feet NGVD or the water elevation of the Hendry Hilliard Canal exceeds 21 feet NGVD without pumping by HHWCD's Pump Station (District ID 42460). HHWCD's boundaries and Pump Station (Location #1) are shown on Exhibit C.
 - ii. Upon notification from HHWCD that local runoff is available, WSS may pump water into the FAVT Project from the Orange Gate Canal.
 - B. C-43 Diversion:
 - i. When local runoff is not available and all of the conditions set forth below are met, WSS may request HHWCD divert water from the C-43 Canal into the Hendry-Hilliard Canal via HHWCD's Pump Station (District ID 42460).

1. The 7-day average flow released from S-79 is greater than 800 cubic feet per second (cfs) or an equivalent average daily release volume of 1,586.8 acre-feet per day;
 2. The 30-day salinity of the Caloosahatchee River, as measured at the Ft. Myers (Yacht Basin) salinity station (latitude 263907.260, longitude 815209.296), is less than 10 parts per thousand (ppt);
 3. The previous day average salinity of the Caloosahatchee River, as measured at the Ft. Myers salinity station, is less than 18 ppt; and,
 4. Lake Okeechobee is within the low, intermediate, or high operational sub-bands of the 2008 Lake Okeechobee Regulation Schedule ("LORS08") and regulatory releases are being conducted by the United States Army Corps of Engineers at S-77 and the same (or higher flow) is being passed downstream through S-78 and S-79.
 5. However, HHWCD shall not divert water from the C-43 Canal when Lake Okeechobee is within the LORS08 low or intermediate operational sub-bands and the releases being conducted at S-77 are to supplement flows of the base-flow type measured at S-79 ("S-79 up to 450 cfs S-80 up to 200 cfs").
- ii. WSS shall obtain the 7-day average flow at S-79 and the daily flows at S-77, S-78, and S-79 by referring to <http://w3.saj.usace.army.mil/h2o/reports.htm> and selecting Lake Okeechobee & Vicinity Report.
 - iii. WSS shall calculate the salinity at the Fort Myers station (site name FMYER) from specific conductivity and temperature using the PSS78 equation (UNESCO 1983: Algorithms for computation of fundamental properties of seawater. UNESCO technical papers in Marine Science 44: 1-55) by referring to the District's DBHydro database at <http://www.sfwmd.gov/portal/page/portal/xweb%20environmental%20monitoring/dbhydro%20application>.
 - iv. WSS shall obtain the United States Army Corps of Engineers regulatory release decisions for Lake Okeechobee via discharges at S-77 and S-79 from the news releases published at <http://www/saj.usace.army.mil/Media/NewsReleases.aspx>.
 - v. WSS shall determine when the conditions described in Section I.B.i are met and notify HHWCD that diversion for C-43 is warranted. Upon acknowledgement from HHWCD that water levels within the Orange

Gate Canal exceed 24 feet NGVD, WSS may operate the FAVT Project.

- vi. HHWCD will provide any necessary instruction to WSS regarding the FAVT Project inflow pump rate and outflow discharge rates depending upon ongoing water control operations within HHWCD, including agricultural irrigation supply and flood control. HHWCD will include any limitations on operating the FAVT outflow culverts based on localized conditions.
- C. Water may not be pumped into the FAVT Project when the DISTRICT has issued a water shortage warning or declared water shortage for surface water within the Lake Okeechobee Service Area.
- II. The following monitoring plan shall be implemented when the FAVT Project is operational:
- A. HHWCD shall:
 - i. Measure the amount of water in million gallons diverted from the C-43 Canal through its Pump Station (noted as Location #1 on Exhibit C) on a daily basis and provide the same to WSS.

Pumping for the purpose of operating the FAVT Project shall be reported separately from pumping to meet demands set forth in Permit Numbers 26-00003-W and 22-00189-W.

 - ii. Measure the water levels in canals at the locations described below and depicted on Exhibit C on a daily basis and provide the same to WSS. Water levels will be measured in feet and referenced to NGVD1929.
 - 1. Hendry Hilliard canal on the south side of the pump station at Location #1;
 - 2. Orange Gate Canal at Location #2;
 - B. WSS shall:
 - i. Measure the amount of water in million gallons pumped into the FAVT Project via the FAVT Project Inflow Pump Station (noted as Location #2 on Exhibit C) on a daily basis.
 - ii. Measure the amount of water in million gallons flowing out of the FAVT Project at the FAVT Project Outflow Culverts (noted as Location #3 on Exhibit C) on a daily basis.

iii. Measure water levels downstream of the FAVT Project at the locations described below and depicted on Exhibit C on a daily basis. Water levels will be measured in feet and referenced to NGVD1929.

1. McKinney Canal on the south side of Location #4; and,
2. Hilliard Canal on the upstream side of the culvert at Location #6.

WSS may also measure the amount of water flowing into these canals as a result of the FAVT Project on a daily basis. The amount of water flowing into the canals shall be reported in million gallons (MG).

C. Submittals to the DISTRICT:

- i. WSS shall submit the monitoring data it collects as well as the data provided to it by HHWCD to the DISTRICT on a monthly basis.
- ii. Within 15 days of execution of this MOU, WSS and the DISTRICT shall agree on a reporting form to be used to provide the monthly data submittal.
- iii. The first report shall be due to the DISTRICT 30 days from commencement of operation of the FAVT Project.
- iv. The conditions referenced in Section I.B.i that occurred when the HHWCD Pump Station was operated to divert water from the C-43 Canal into the Hendry Hilliard Canal (e.g., salinity and 7-day average flow at S-79 readings, the LORS08 sub-band) shall be included in the report.
- v. Beginning on September 30, 2015 and continuing on September 30th of each year thereafter, WSS shall submit a copy of the FAVT Project Final Annual Report prepared for FDACS to the DISTRICT.
- vi. All reports required by the MOU shall reference HHWCD's consumptive use permit numbers and this MOU and be submitted to the DISTRICT's Water Use Bureau LOSA Section Leader via regular mail using Mail Stop Code 9312 or via electronic mail via wucompliance@sfwmd.gov.

D. HHWCD and/or WSS shall notify the DISTRICT via electronic mail to wucompliance@sfwmd.gov within 24 hours of initial commencement of operation of the FAVT Project.

E. The DISTRICT shall file the monthly reports received from WSS in the permit files for Permit Numbers 26-00003-W and 22-00189-W.

- III. Notwithstanding the operational protocol set forth in Section I., WSS, in coordination with HHWCD, may operate the FAVT Project anytime while not exceeding the volumes stated in Permit Number 26-00003-W.
- IV. The operation of the FAVT Project shall not interfere with the existing legal users within Permit Nos. 26-00003-W or 22-00189-W. The operation of the FAVT Project shall not interfere with the existing drainage of lands within Permit Nos. 26-00003-W or 22-00189-W.
- V. Notices to HHWCD shall be sent to HHWCD via regular mail at the above address, attention Wayne Smith, or via electronic mail to Wcs_hb@yahoo.com.
- VI. Notices to WSS shall be sent to WSS via regular mail at the above address, attention Thomas DeBusk, or via electronic mail to tom@dbenv.com.
- VII. Violations of the MOU:
- A. HHWCD and WSS are jointly and severally liable for compliance with the operational protocol set forth in Section I. If either HHWCD or WSS violate the operational protocol, the DISTRICT shall send HHWCD and WSS a warning letter.
- i. HHWCD and WSS shall immediately comply with the operational protocol upon receipt of the warning letter.
- ii. If a second violation of the operational protocol occurs, the DISTRICT may send a written notice of termination of the MOU to HHWCD and WSS.
- B. If WSS fails to submit a monitoring report, the DISTRICT shall send WSS a warning letter. WSS shall submit any missing monitoring reports within 7 days of receipt of the warning letter. If WSS fails to provide the reports within 7 days of receipt of the warning letter, the DISTRICT may send a written notice of termination of the MOU to HHWCD and WSS.
- VIII. The term of this MOU shall commence upon its complete execution by all PARTIES and shall remain in effect for five years provided WSS submits annual documentation of funding from FDACS to the DISTRICT, or upon written notice of termination from the DISTRICT, whichever occurs first. Documentation of funding shall be submitted to the DISTRICT on August 1, 2015 and each August 1st thereafter.
- IX. MISCELLANEOUS PROVISIONS:
- A. This MOU and the rights and obligation of the PARTIES are to be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

- B. In the event of any legal proceedings arising from this MOU, venue for such proceedings shall be in the Fifteenth Judicial Circuit of Florida if filed in state court and the Southern District of Florida – West Palm Beach if filed in federal court.
- C. In such legal proceedings, the PARTIES hereby consent to trial by the court and waive the right to seek a jury trial as to any issues so triable.
- D. The PARTIES are responsible for their own attorney's fees and other court costs related to enforcement of the terms of this MOU.
- E. The PARTIES acknowledge that this MOU is a negotiated MOU, and that in no event shall the terms be construed against any party on the basis that such party, or their counsel, drafted this MOU.
- F. Nothing in this MOU is intended to constitute issuance of a consumptive use permit.
- G. This MOU constitutes the entire MOU between the PARTIES and may not be amended or modified unless agreed to and approved in writing by all PARTIES.
- H. No assignment, delegation, transfer, or novation of this MOU, or any part hereof, shall be made unless approved in writing by all PARTIES.
- I. This MOU is solely for the benefit of the PARTIES and no right or cause of action shall accrue to the benefit of any third party.
- J. This MOU authorizes HHWCD and WSS to take actions under Chapter 373, Fla. Stat., as provided herein. This MOU does not relieve HHWCD or WSS from the requirements to obtain any other federal, state, or local authorizations.
- K. This MOU does not grant any legal right to water as set forth in Chapter 373 Fla. Stat., and associated DISTRICT rules and regulations over the water diverted for and treated by the FAVT Project under this MOU.
- L. This MOU shall not be construed as a substitute for, or waiver of, any right of way, surface water management, water use, or other permits required under the DISTRICT's rules and regulations.
- M. This MOU does not convey any property right to HHWCD or WSS, nor any rights and privileges other than those specified in this MOU.
- N. The DISTRICT may terminate the MOU with or without cause at any time upon written notice to HHWCD and WSS.

X. EXECUTION IN COUNTERPARTS: This MOU may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
By its Governing Board

HENDRY-HILLIARD WATER
CONTROL DISTRICT
By its Board of Supervisors

Daniel O'Keefe, Chairman

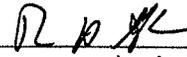


Print Name: Ken Smith
Print Title: Supervisor

Legal Form Approved:

Legal Form Approved:

Jennifer Bokankowitz, Esq.



Thomas H. Grandison Esq.

Attested:

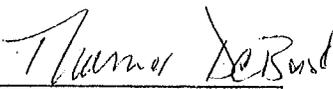
Attested:

District Clerk/Assistant Secretary
Date: _____, 2014



Print Name: Anthony Federico
Date: July 16, 2014

WATER AND SOIL SOLUTIONS, LLC



Thomas DeBusk, Managing Member
Date: July 25, 2014

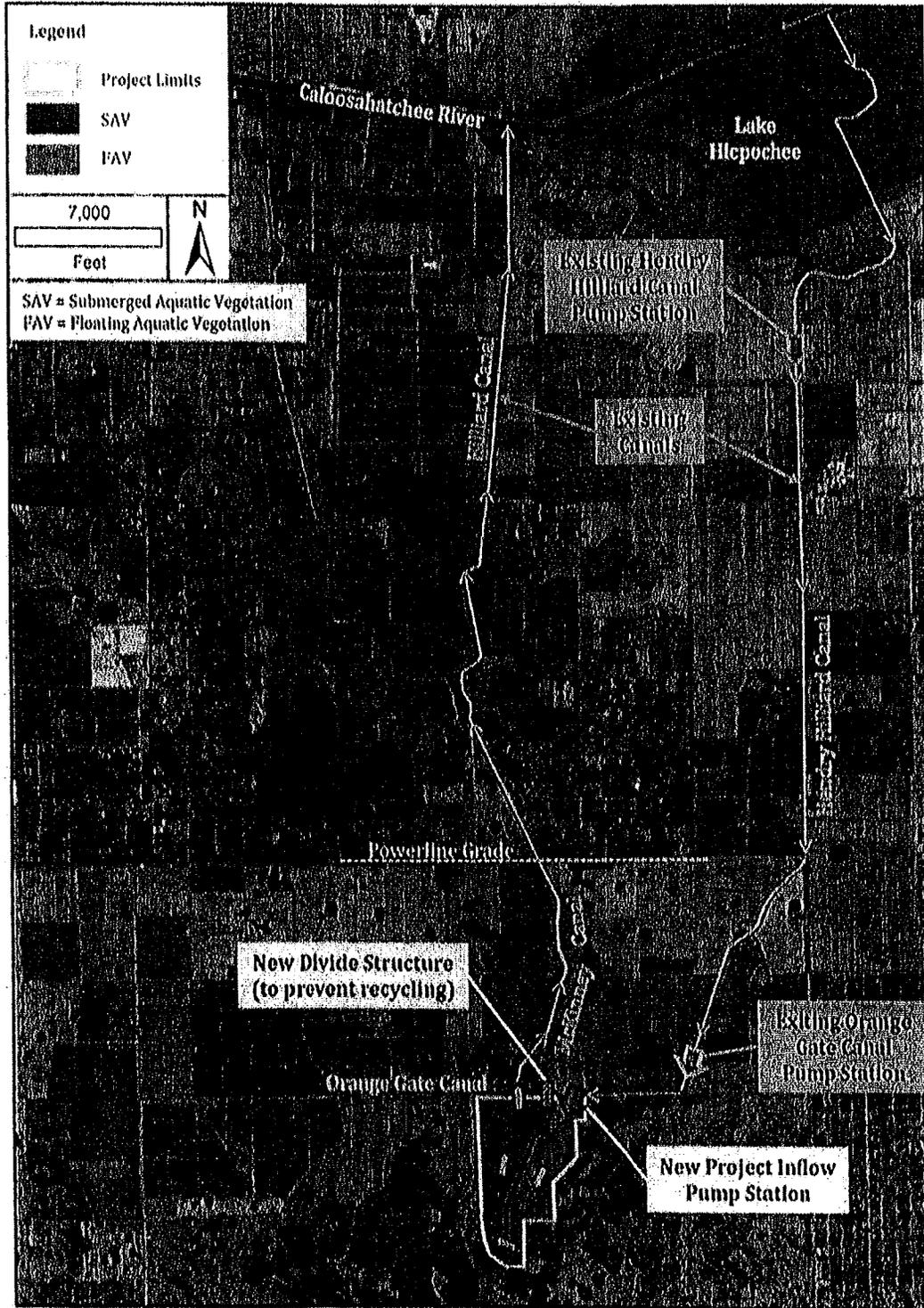


Figure 1. FAVT Project location, flow path and associated water control facilities.

Exhibit A

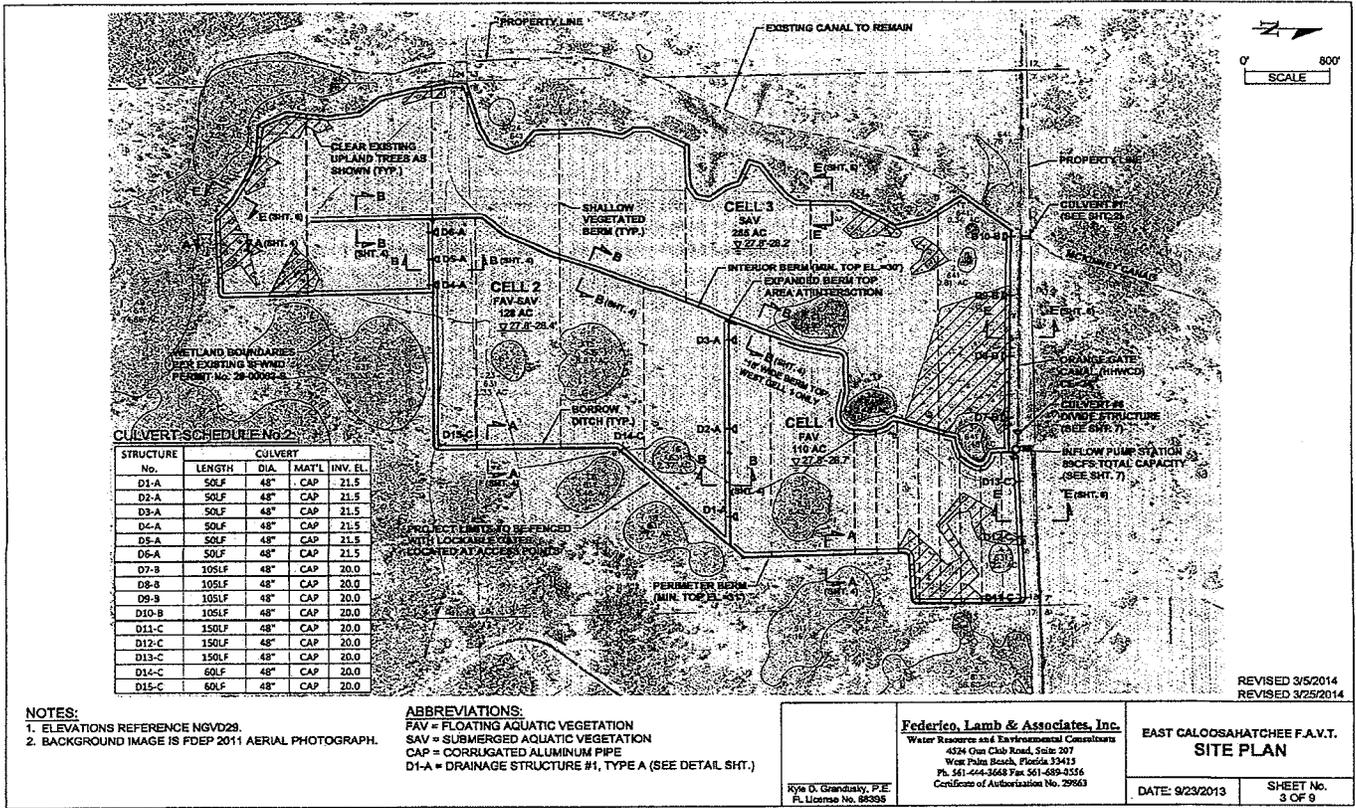


Exhibit B

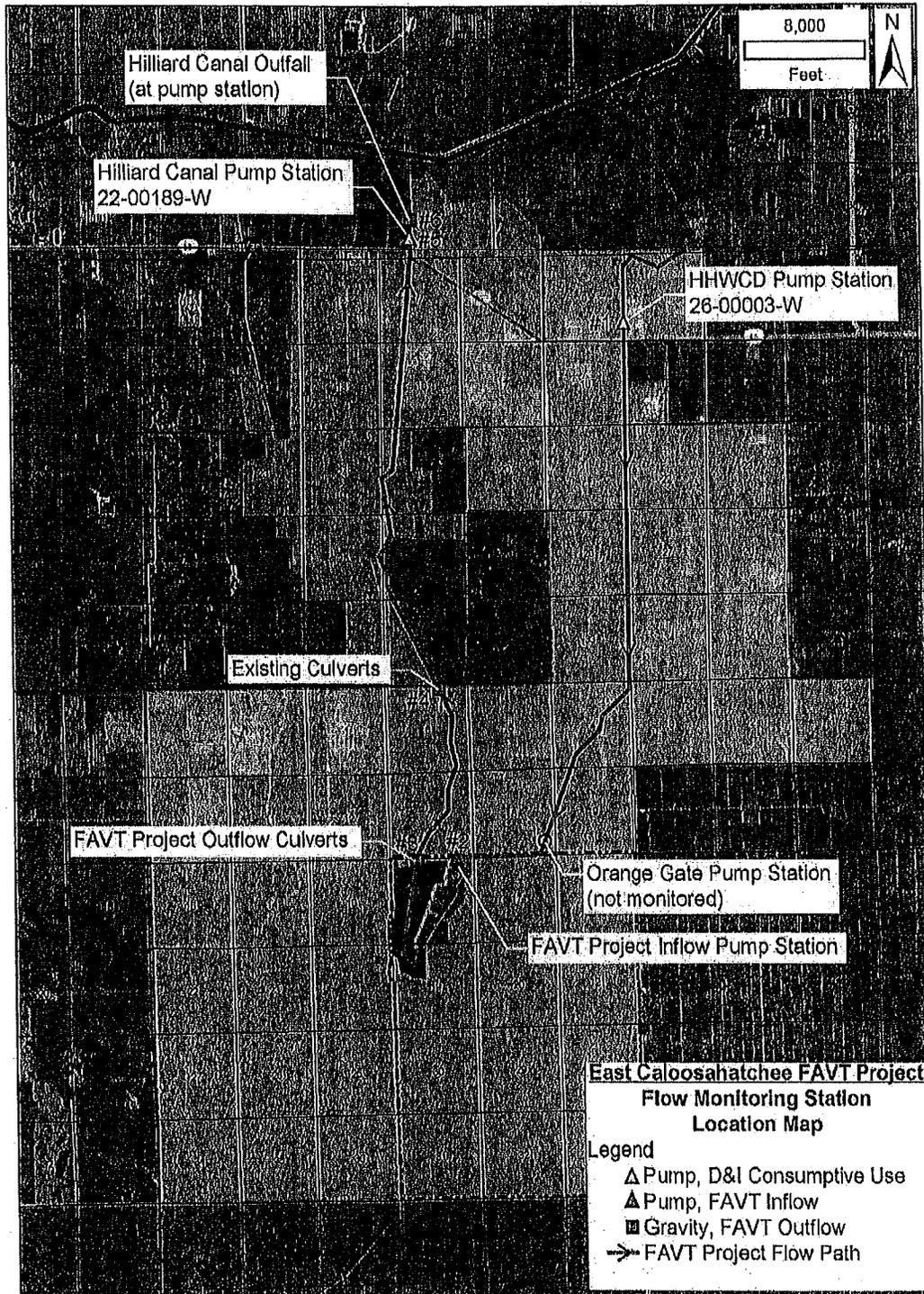


Figure 2. FAVT Project flow path, flow monitoring locations, and consumptive water use permit boundaries. The light tan shading covers the Hendry-Hilliard Water Control District permit area (26-00003-W) and the dark tan shading covers the Hilliard Canal Group permit area (22-00189-W).

Exhibit C

MEMORANDUM

TO: Governing Board Members

FROM: Terrie Bates, Director, Water Resources Division

DATE: August 14, 2014

SUBJECT: Bioassays for Determining Dissolved Organic Nitrogen Bioavailability in Caloosahatchee River

Summary

A two-year contract with the Florida International University to determine dissolved organic nitrogen bioavailability to primary and secondary production in the Caloosahatchee River water column, in the amount of \$200,000, for which ad valorem funds are budgeted for FY15. This contract supports the C-43 Water Quality Treatment Testing Facility Project - Phase I (PS#100911), which will demonstrate and implement cost effective wetland-based strategies for reducing loadings of total nitrogen (TN), including dissolved organic nitrogen (DON) and other constituents into the Caloosahatchee River and Estuary (CRE). Results of this “bench test study” will be used in the design of the larger scale (mesocosm and plot) studies to test the effectiveness of treatment wetlands to remove bioavailable nitrogen from the CRE.

Staff Recommendation

Staff recommends approval of this project.

Additional Background

The Northern Everglades and Estuaries Protection Program (NEEPP) and the Basin Management Action Plan associated with the Total Maximum Daily Loads (TMDL) require reductions in nutrient loads and concentrations for the CRE. Nitrogen (N) inputs to the estuary are significant as the estuary is sensitive to N loading, which can result in algal blooms. The TMDL for the Caloosahatchee estuary calls for a 23% reduction in loading of Total Nitrogen (TN). The water entering the C-43 canal from Lake Okeechobee has an average TN concentration of 1.76 mg/L and is predominantly (~72-89%) in the organic form. It is unknown how available the organic N is to phytoplankton and bacteria, but the percentage of total organic nitrogen decreases to 85% at S-78 and 78% at S-79 indicating it is potentially available to phytoplankton and bacteria, and therefore may be removed from the water column using biological treatment systems. The more available the DON is to the primary and secondary producers in the water column, the more likely the proposed wetland treatment areas will be in reducing the TN by the biological removal of DON.

To this end, the District and Lee County are partners in the development of the C-43 Water Quality Treatment Area Testing Project to reduce material loads to and improve downstream water quality in the CRE.

Core Mission and Strategic Priorities

This project supports the core missions to balance and improve water quality and natural systems. A primary goal of the Caloosahatchee River Watershed Protection Plans under the NEEPP is to achieve reduction in watershed nutrient loads to improve estuarine water quality. This project will quantify the extent to which DON is biologically available to primary and

secondary producers in the CRE and predict the effectiveness of biological treatment systems in reducing nitrogen inputs from the watershed to the estuarine receiving waters. Technical oversight of this contract will be performed by Coastal Ecosystems Section staff in the Applied Sciences Bureau.

Funding Source

This contract is for the amount of \$200,000 in ad valorem funds budgeted for FY15. The cost of this contract, which is part of the C-43 Water Quality Treatment Testing Facility Project - Phase I, is being included as a matching contribution in the District's application for Federal Clean Water Act Section 319 grant funds.

Staff Contact

Peter Doering, x2772 pdoering@sfwmd.gov <<mailto:pdoering@sfwmd.gov>>;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0805

A Resolution of the Governing Board of the South Florida Water Management District authorizing entering into a two-year contract with Florida International University for the project titled, “Bioassays for Determining Dissolved Organic Nitrogen Bioavailability to Primary and Secondary Production in the Caloosahatchee River Water Column,” in the amount of \$200,000, for which ad valorem funds are budgeted (101001) subject to Governing Board approval of the FY15 budget; providing an effective date. (Contract No. 4600003105)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the execution of a two-year contract with Florida International University in the amount of \$200,000, subject to Governing Board approval, to determine the bioavailability of dissolved organic nitrogen to primary and secondary producers in the Caloosahatchee River and Estuary, and;

WHEREAS, the bioavailability of dissolved organic nitrogen to primary and secondary producers in the water column of the Caloosahatchee Estuary, per the C-43 Water Quality Treatment Testing Facility Project - Phase I (PS#100911), which will demonstrate and implement cost effective wetland-based strategies for reducing loadings of total nitrogen, including dissolved organic nitrogen and other constituents into the Caloosahatchee River and Estuary, will be measured and documented by this work; **now therefore**

BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the South Florida Water Management District hereby approves the execution of Contract No. 4600003105, with Florida International University.

Section 2. The FY15/FY16 contract is an exception to competitive solicitation (Sec. 155-6 (17) of the District’s Procurement Manual), as “Services from universities and colleges, including community colleges, for research, studies or training, unless more than one institution can provide comparable products or services”.

Section 3. A copy of the Statement of Work is attached hereto and made a part hereof.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

Legal form approved:
By:

District Clerk/Secretary

Office of Counsel

Print name:

Statement of Work

Bioassays for Determining Dissolved Organic Nitrogen Bioavailability to Primary and Secondary Production in the Caloosahatchee River Water Column

1.0 INTRODUCTION

The Caloosahatchee River and Estuary (CRE) is an important component of the aquatic landscape located on the lower west coast of Florida, running approximately 100 km from Lake Okeechobee to the Gulf of Mexico (SFWMD 2012). It has been impacted by a combination of managed freshwater inflows and loss of aquatic habitat (e.g. submersed plants and oysters) through watershed modification to support agriculture and urbanization. Three water control structures; S-77 at Moore Haven, S-78 east of LaBelle, and S-79 at Olga control freshwater flow to the estuary, which begins at S-79 (Figure 1).

The Northern Everglades and Estuaries Protection Program and the Basin Management Action Plan associated with the TMDL require reductions in nutrient loads and concentrations for the CRE (Wetland Solutions 2012; SFWMD 2012). Nitrogen (N) inputs to the estuary are significant as the estuary is sensitive to N loading, which can result in algal blooms. The Total Maximum Daily Load (TMDL) for the Caloosahatchee estuary calls for a 23% reduction in loading of Total Nitrogen (TN) (Bailey et al., 2009). The water entering the C-43 canal from Lake Okeechobee from 1981 to 2011 at S-77 has an average TN concentration of 1.76 mg/L and is predominantly in the organic form, averaging 89% (Wetland Solutions, 2012). It is unknown how available the organic N is to phytoplankton and bacteria, but the percentage of total organic nitrogen decreases to 85% at S-78 and 78% at S-79 (Wetland Solutions, 2012) indicating it is potentially available to phytoplankton and bacteria, and therefore may be removed from the water column using biological treatment systems. More recently (2009-2014), the percentage of TN in the dissolved organic form averaged 72%. To this end, the South Florida Water Management District (SFWMD) and Lee County are partners in the development of the C-43 Water Quality Treatment Area Testing Project (C-43 WQTA Project) to reduce material loads to and improve downstream water quality in the CRE (Figure 1).

While the SFWMD has implemented Stormwater Treatment Areas (STA) designed to reduce total phosphorus (TP) loads and concentrations using wetland systems, N removal, especially in organic form, has not been formally evaluated (Wetland Solutions 2012). The cycling of total N (TN) among the sediments, water, and atmosphere is complicated by the comparatively large fraction of dissolved organic N (DON), the roles of N fixation and denitrification, and the rapid exchanges among inorganic and organic pools through algal uptake and microbial

rem mineralization (Bronk et al. 2007; Wetland Solutions 2012; Eyre et al. 2011). Assuming that STA's can be effective at removing dissolved inorganic N (DIN) from incoming water before downstream transport, it is important to evaluate and quantify the bioavailability of DON for planktonic biota in the Caloosahatchee River.

Previous work in Florida Bay conducted and/or supported by the SFWMD has improved our understanding of the importance of DON in nutrient availability for biota (Boyer et al. 2004; Kelly et al. 2005). The management significance, scientific question, and experimental design of these studies have precedence and direct relevance to the main goals of the proposed study, which are:

- 1) Determine whether DON in the freshwater Caloosahatchee River is bioavailable for microbial consumption and phytoplankton uptake;
- 2) If DON in the freshwater Caloosahatchee River is bioavailable, to what extent (e.g. % of DON that is bioavailable), and does this differ with season.

2.0 OBJECTIVES

The overall objective of the project is to conduct experimental bioassays that evaluate the bioavailability of DON in the Caloosahatchee River. The specific objectives are to measure differences in DON bioavailability between:

1. DON source water (S-77, S-78, and S-79)
2. Source of microbial inoculum – phytoplankton and bacteria; freshwater and estuarine
3. Season (wet and dry)
4. Biological and chemical/physical processes

3.0 WORK BREAKDOWN STRUCTURE

Task 1: Project Management/Communication

Subtask 1.1: The Contractor shall conduct a project kick-off meeting at the District headquarters in West Palm Beach, Florida within two (2) weeks after the work order execution date. At this time, the Contractor shall introduce key staff needed to complete this work, provide resumes, identify the contract project manager and define the Consultant's chain-of-command. Additionally, the Contractor shall make a presentation to the District Project Team including a detailed overview of the project objectives and a proposed test design for achieving Project objectives and goals. The primary goal of the kick-off meeting is agreement between the Consultant and the District Project Team on the test design for Project Implementation.

Deliverable 1.1: One (1) electronic copy Power Point (MS 2010 Power Point compatible format) presentation, presented at the kick-off meeting to the District's Project Team.

Subtask 1.2: Based on this kick-off meeting and discussions, the Contractor shall develop a detailed Project Work Plan that describes the plan for conducting incubations, according to the design detailed in Table 1.

The Contractor's Project Work Plan shall include but not be limited to:

1. Schedule of incubations
2. Duration of incubations
3. Frequency of sampling
4. Replication
5. Parameters to be measured
6. Analytical methods (samples and data)
7. QA/QC procedures (samples and data)

Table 1. Treatments for Incubations to determine bioavailability of DON in the Freshwater CRE.

Incubation	1	2	3	4	5	6	7
Source Water	S77 Upstream	S78 Upstream	S79 Upstream	S79 Upstream	S79 Upstream	Deionized Water	S77, S78, S79 Upstream
Inoculum	S77 Downstream	S78 Downstream	S79 Downstream	SR-31 bridge (salinity ~ 5)	None	S77, S78, S79 Downstream	None
Light Treatment	Light/Dark	Light/Dark	Light/Dark	Light/Dark	Dark	Light/Dark	Light
Salinity Treatment	None	None	None	None	Adjust to 30	None	None

The Contractor shall submit a draft Project Work Plan to the District Project Manager within two (2) weeks after the kick-off meeting date, with details for completing this project including, but not limited to:

1. Description of the project (reflecting the Contractor's understanding of District goals and objectives and associated Contractor tasks)
2. How the tasks will be accomplished (experimental design and methodologies)
3. Format(s) of documentation to be provided to the District
4. Schedule of tasks/deliverables

Review and comment of the draft Project Work Plan will be completed by the District team, including District Project Manager and other District scientists, and returned to the Contractor ten (10) working days after receipt of the Draft Work Plan by the District. The Contractor shall incorporate all changes provided by the District into a Final Project Work Plan. The District-

approved Final Project Work Plan shall become the binding document for this contract once the District's Project Manager has agreed to it in writing. The Contractor shall proceed with the performance of this Contract in accordance with the approved Final Work Plan and the requirements of the Statement of Work. In the event of any conflict between this Statement of Work and the Final Work Plan, this Statement of Work shall take precedence.

Deliverable 1.2.1: One (1) electronic copy (MS 2010 Word compatible format) of the draft Project Work Plan shall be submitted within two (2) weeks of the Project Kick-Off Meeting.

Deliverable 1.2.2: One (1) electronic copy (CD-ROM in MS 2010 Word compatible format) of the Final Work Plan shall be submitted within four (4) weeks of the Project Kick-Off Meeting.

Subtask 1.3: The Contractor, the District's Project Manager, and the District's Project Team will meet periodically at the District's Project Manager's discretion and in the manner of the District's Project Manager's choosing (teleconference, on-site meeting, etc.) to discuss project progress and arising issues as needed.

Task 2. Incubations

The proposed study is composed of seven different laboratory incubations designed to address DON bioavailability at different locations of the river, during different seasons, and under different physical/chemical conditions. Incubations 1 through 3 use source water collected just upstream (~ 500 m) of the indicated water control structure and inoculum collected just downstream (~ 500 m) of the water control structure to test for differences in DON bioavailability with distance from Lake Okeechobee and to emulate the impact of TN loading from one portion of the river to the next. Incubation 4 addresses DON bioavailability for a more estuarine microbial community to determine if estuarine microbes are more/less capable of using DON entering the estuary. Incubation 5 addresses the DON "shuttle" hypothesis that cation exchange will release NH_4 from DON binding sites as salinity increases (Stepanuskas et al., 1999). Incubation 6 is a control for Incubations 1-3 and can also provide insight regarding "internal" microbial N cycling. Incubation 7 addresses the potential for photolytic breakdown of DON.

Source water and inoculum samples will be collected from the field three times during the dry season (December, 2014 – April, 2015) and three times during the wet season (June, 2015 – October, 2015), to represent the beginning, middle, and end of each season. Inoculum will be obtained by filtering site water to remove all but the microbial community (phytoplankton and bacteria).

Each incubation will be subjected to a light treatment (12 hr natural light/12 hr dark) and/or a dark treatment (24 hr dark) to distinguish between phytoplankton and bacterial processes. Salinity of the source water will not be modified except for Incubation 5 where the salinity will be adjusted to 30.

A minimum of two (2) replicate incubations will be performed for each sampling period. Incubation time should be between 10 and 20 days to ensure measureable changes in the DON pools under the various experimental conditions (Seitzinger and Sanders 1997; Boyer et al. 2004; Wiegner et al. 2006). Measurements should be made over the course of the incubation at a minimum of 5 time periods including time 0 to establish pre-existing concentrations. At a minimum, parameters to be measured for incubations conducted during this study should include:

TN

NH₄

NO_x

PN

DON

DON fractions (e.g., urea, amino acids)

PO₄

DOC

Leucine aminopeptidase (an enzyme that indicates microbial utilization of protein-bound N)

Chl *a*

Bacterial abundance/biovolume (pre and post-incubation)

Phytoplankton community composition (pre and post-incubation)

Deliverables 2: Data Files and Project Progress Reports

Deliverable 2.1: One (1) electronic copy (MS 2010 Excel compatible format) of the raw data files shall be submitted to the District's Project Manager with 30 days of completion of incubations for each season.

Review and comment of the raw data files will be completed by the District team, including the District Project Manager and other District scientists, and returned to the Contractor within ten (10) working days after receipt of the raw data files by the District. The Contractor shall incorporate all changes provided by the District into a Final Raw Data File for incubations for each season.

Deliverable 2.2: One (1) electronic copy (2010 Excel compatible format) of the Final Raw Data Files shall be submitted to the District's Project Manager ten (10) working days from receipt by the Contractor of the District's comments on the draft Raw Data Files.

Task 3. Interim Progress Report: Sample Analyses and Draft Data Files

The Contractor shall conduct analytical assays of all samples collected in Task 2 and calculate flux rates for all incubation water column parameters listed in Task 2. The Contractor shall submit an Interim Progress Report summarizing the Project's Progress, including a draft project

data file for all assays completed to date, to the District's Project Manager within 60 days of completion of the dry season experimental incubations. Separate data files shall be created by the Contractor for each set of seasonal incubations.

Deliverable 3.1: One (1) electronic copy of the Interim Report (via electronic mail) to the District's Project Manager within 60 days of the dry season incubations. The District's Project Manager will provide comments/revisions of the draft project data files to the Contractor within 2 weeks of receipt of the interim report.

Task 4. Final Report and Project Close-Out

Subtask 4.1: Draft Final Project Report

Within sixty (60) days of the completion of all experimental incubations, the Contractor shall submit one electronic copy each of the 1) Draft Final Project Report, 2) Draft Project Data Files for the Wet Season, and 3) Final Project Data Files for the Dry Season to the District's Project Manager, for review by the District's Project Team. Within ten (10) working days of receipt of the draft Final Report and the Data Files, the District's Project Manager will forward, in letter format, the District's Project Team's recommended revisions to the draft report and data files for incorporation into the Final Report and Final Data Files.

Deliverable 4.1.1: One (1) electronic copy of a draft Final Report within 60 days of completion of all experimental incubations.

Deliverable 4.1.2: One (1) electronic copy of a draft Wet Season Project Data File and One (1) electronic copy of the Dry Season Project Data File within 60 days of completion of all experimental incubations.

Subtask 4.2: Final Project Meeting

During the ten (10) working day period of District review of the draft Final Report, the Contractor will present the findings of this work to the District Project Team and interested stakeholders. At this meeting, participants will be involved in a discussion of the results and recommendations for the Final Report.

Subtask 4.3: Final Report

With 2 weeks of the Final Project Meeting the Contractor will incorporate all comments received from the District Project Manager into the Final Project Report and the Final Project Data Files and submit 5 Compact Disks containing the following: 1 copy of the Final Project Report (pdf format), 1 copy of the Final Project Report (Microsoft 2010 compatible format) and 1 copy each of the Dry Season and Wet Season Final Project Data Files (2010 Microsoft Excel compatible format) to the District's Project Manager.

Deliverable 4.3: Five (5) compact disks each containing the Final Project Report (pdf and Microsoft 2010 compatible formats) and Final Project Data Files (Microsoft 2010 compatible format) within 10 days of receiving comments from the District's Project Manager.

4.0 SUMMARY OF DELIVERABLE SCHEDULE AND PAYMENTS:

TASK	SUBTASK	DELIVERABLE	**DUE DATE	COST
Task 1 Project Management	Project Kickoff Meeting	1.1 Power Point Presentation	10/15/14	
	Project Work Plan	1.2.1 Draft Project Work Plan	10/30/14	0
		1.2.2 Final Project Work Plan	11/15/14	
Task 2 Incubations	Dry Season	2.1 Drafts: Raw Data Files	5/31/15	0
		2.2 Final: Raw Data Files	6/30/15	
	Wet Season	2.1 Drafts: Raw Data Files	11/30/15	0
		2.2 Final: Raw Data Files	12/31/15	
Task 3 Interim Progress Report		3.1 Interim Progress Report	6/30/15	
Task 4 Final Report and Project Close out	Draft Project Report	4.1 Draft Project Report Draft Project Data Files	12/31/15	
	Final Project Meeting	4.2 Final Project Meeting	1/15/16	
	Final Project Report	4.3 Final Project Report Final Project Data Files	1/31/16	0
Total				\$200,000

** Due dates assume contract execution on or before October 1, 2014. Work cannot begin prior to 10/1/2014.

5.0 HARDWARE-SOFTWARE

The Contractor shall be responsible for providing the hardware and software necessary to complete the above tasks for any staff located off-site. Software products will be compatible with Microsoft Office 2010 version.

6.0 RESPONSIBILITIES OF REQUESTING DIVISION

The District Project Manager will be responsible for evaluating and accepting all deliverables, coordinating meetings between the Contractor and District personnel, scheduling the presentation, coordinating the internal review, and returning reviewed documents within ten (10) working days for revision, receiving the final report, and approving payment to Contractor.

7.0 EVALUATION CRITERIA FOR ACCEPTANCE OF DELIVERABLES

Successful completion of this project will be evidenced by the judgment of District staff that the materials produced by the contractor are understandable, clear, and performed in a timely and satisfactory manner. In addition, the contractor's technical evaluation must be thoughtful, scientifically accurate, and satisfy the project's objectives.

8.0 DATA COLLECTION, QUALITY CONTROL, AND REPORTING

All data products shall be made available to the District Project Manager without restriction and be accompanied by comprehensive metadata documentation in the required data format. Quality assurance and data validation is a high priority at the District. All sampling staff shall certify that all field notes, chains of custody and other information complies with District standards and that the data are in an appropriate format for importing into the District's database or for other uses. All data products and associated metadata created under this Work Order shall undergo a strict quality assurance/quality control screen by the Contractor prior to submittal to the District as described under Task (Project Work Plan).

The quality system employed by the Contractor must comply with the requirements of ANSI/ASQC E4, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs", which may be obtained from the National Technical Information Service (NTIS), 5885 Port Royal Road, Springfield, VA 22161. (40 CFR Part 31).

The Contractor shall submit electronic copies of all data products (graphs, tables, etc.) and metadata in the required data format of the samples analyzed including field notes, laboratory quality control reports including calibration data, method blanks, matrix spikes, duplicates,

continuing calibration verification, a case narrative describing the overall quality of the data, non-conformances and time series graphs, where applicable.

9.0 DELIVERABLES AND REQUESTS FOR TIME EXTENSIONS

All draft and final reports shall be written in clear and concise English, and shall be submitted to the District Project Manager only after an internal editorial review has been completed by the Contractor/Consultant. District Project Manager review shall be strictly for the purpose of assessing the content of the material in these reports. The District Project Manager will return substandard documents to the Contractor/Consultant and the Contractor/Consultant shall be responsible for re-submitting revised documents to the District Project Manager on schedule.

The Contractor/Consultant is responsible for performing all work and submitting all deliverables on or before the deadlines specified in 4.0 SUMMARY OF DELIVERABLE SCHEDULE AND PAYMENTS. Any requests for extensions of Project Schedule Deadlines as specified in 4.0 SUMMARY OF DELIVERABLE SCHEDULE AND PAYMENTS to the Contract shall be submitted by the Contractor/Consultant in writing, with justification, to the District's Project Manager. Any authorized extensions to the official contract schedule will be done only through a formal contract amendment which will not be effective until executed by both parties.

10.0 PUBLICATIONS

Any manuscripts, technical publications, presentation slides or other documents resulting from or related to the work performed under this contract shall be submitted to the District for review prior to publication by the Contractor in any forum or format. Draft and final copies must be provided to Florida Department of Environmental Protection before the information is published or otherwise presented to the public. Any manuscripts resulting from this work must be submitted for publication to a peer-reviewed journal within 24 months from the completion of this project. This paragraph shall survive the expiration or termination of this contract.

REFERENCES

Bailey, N., W. Magley, J. Mandrup-Poulsen, K. O'Donnell and R. Peets. 2009 Nutrient TMDL for the Caloosahatchee Estuary (WBIDs 3240A, 3240B, and 3240C). Florida Department of Environmental Protection. TMDL Report. 119 pp.

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Kelly, S., D. Rudnick, A. McDonald and R. Bennett, 2005. FATE OF EVERGLADES DISSOLVED ORGANIC MATTER IN FLORIDA BAY. Poster, 2005 Meeting of the Estuarine Research Federation, Norfolk, VA.

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Stepanauskas, R., Leonardson, L., and tranvik, L.J. 1999. Bioavailability of wetland-derived DON to freshwater and marine bacterioplankton. *Limnology and Oceanography* 44:1477-1485.

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Wiegner, T.N., Seiztinger, S.P., Glibert, P.M., Bronk, D.A., 2006. Bioavailability of dissolved organic nitrogen and carbon from nine rivers in the eastern United States. *Aquatic Microbial Ecology* 43:277-287.

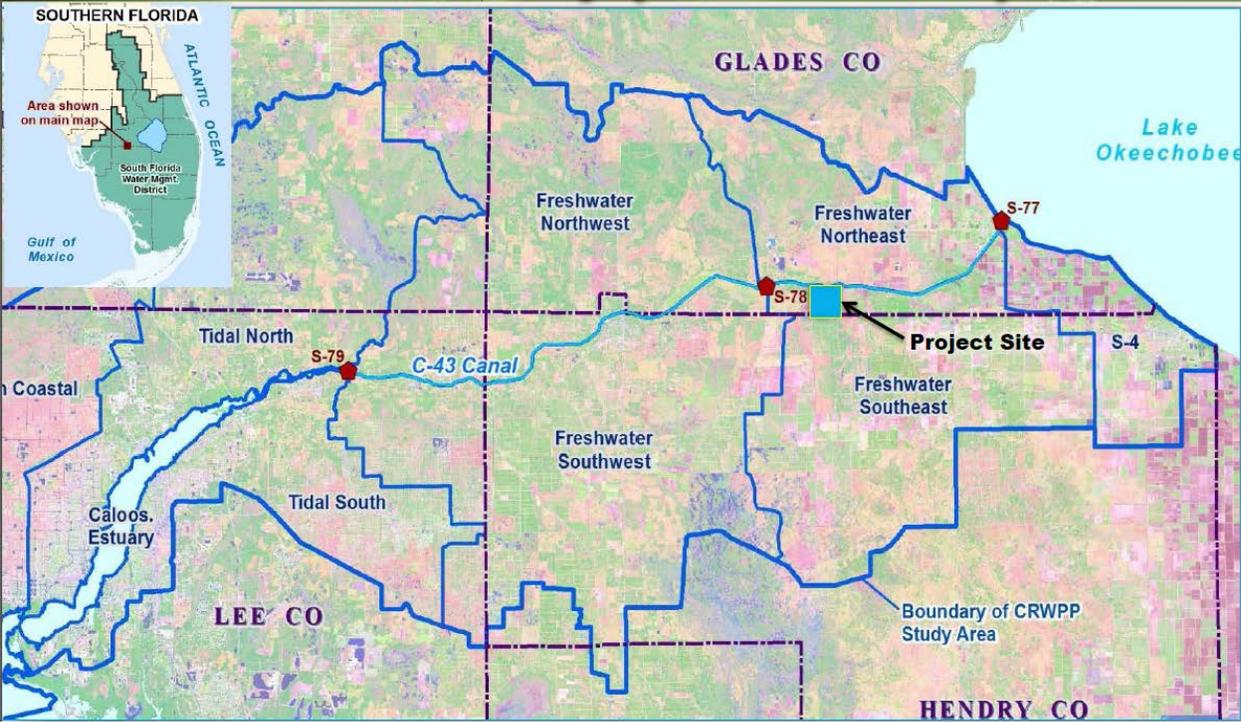


Figure 1. Location of Lake Okeechobee, the Upper Caloosahatchee Watershed above S-79, the Tidal Caloosahatchee Watershed, the C-43 WQTA Project site, and Water Control Structures where samples will be taken.

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: August 14, 2014

SUBJECT: Amendment to FY2013-14 Adopted Budget

Summary

This amendment request is to recognize additional revenues in the amount of \$300,000 from undesignated fund balance for the self-insurance fund, and \$1 million from interfund charges from ad valorem funds for the health benefits funds. Expenditure trends for the first three quarters of FY2013-14 indicate that there is insufficient budget for the remainder of the fiscal year. Internal Service Funds are used to account for District activities that provide services to other funds and organizational units on a cost reimbursement basis.

- Self Insurance Fund - Accounts for the operations related to providing workers' compensation, general liability, and automobile insurance coverage to all District resource areas. Revenue is provided through interfund charges based on a cost allocation study.
- Health Benefits Fund - Accounts for the operations related to providing health and medical insurance coverage to District employees and retirees who choose to remain in the plan. Revenue is provided through interfund charges and employee and retiree contributions.

Staff Recommendation

Staff recommends Governing Board approval of this budget amendment.

Additional Background

The District is exposed to the various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries to employees, and natural disasters. In 1976 the District established a self-insurance program for its workers' compensation exposure and in 1986 the District established a self-insurance program for automobile and general liability claims. These self-insured claims are administered by a third party and are accounted for in the Self Insurance Fund. The District is totally self-insured for workers' compensation claims.

In 2010 the District established a self-insurance program for health benefits - including medical, dental and vision coverage - for its employees and retirees who choose to remain within the plan. The claims are administered by a third party and accounted for in the Health Benefits Fund. The participating funds make payments to the Health Benefits Fund by means of premiums charged and employee payroll deductions. The payments are based on management's estimates, using historical trends, of the amounts needed to pay prior and current year claims. The District maintains a stop loss insurance policy that pays the cost of individual health care claims above \$375,000; the District pays claims up to that amount.

Core Mission and Strategic Priorities

This item supports the District Management and Administration Program within the Administrative Services Division.

Funding Source

Undesignated fund balance and interfund charges from ad valorem funds

Staff Contact and/or Presenter

Candida J. Heater - cheater@sfwmd.gov <<mailto:cheater@sfwmd.gov>> (561) 682-6486

Doug Bergstrom - dbergstr@sfwmd.gov <<mailto:dbergstr@sfwmd.gov>> (561) 682-6214

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0806

See attachment.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

Legal form approved:
By:

District Clerk/Secretary

Office of Counsel

Print name:

Resolution No. 2014 -

A Resolution of the Governing Board of the South Florida Water Management District amending the Fiscal Year 2013 - 14 Budget; providing an effective date

WHEREAS, the Governing Board of the South Florida Water Management District on September 24, 2013 adopted Resolution No. 2013-931 "Adoption of Budget for Fiscal Year 2013-14", and

WHEREAS, the Governing Board of the South Florida Water Management District on April 10, 2014 adopted Resolution No. 2014-0404 "Amendment of Budget for Fiscal Year 2013-14", and

WHEREAS, the Governing Board of the South Florida Water Management District on May 15, 2014 adopted Resolution No. 2014-0502 "Amendment of Budget for Fiscal Year 2013-14", and

WHEREAS, the Governing Board of the South Florida Water Management District on July 10, 2014 adopted Resolution No. 2014-0709 "Amendment of Budget for Fiscal Year 2013-14", and

WHEREAS, pursuant to Section 373.536(4) F.S., If the district receives unanticipated funds after the adoption of the final budget, the final budget may be amended, following review and approval by the Executive Office of the Governor, and

WHEREAS, pursuant to Section 373.536(4) F.S., the notice of intention to amend was published in the notice of the Governing Board meeting at which the Budget Amendment will be considered, and

WHEREAS, implementation of this budget amendment is contingent upon approval by the Executive Office of the Governor, and

NOW, THEREFORE, be it resolved by the Governing Board of the South Florida Water Management District that the Fiscal Year 2013-14 Budget be amended as follows:

	GENERAL FUND	TOTAL SPECIAL REVENUE FUNDS	TOTAL CAPITAL PROJECTS FUNDS	INTERNAL SERVICE FUNDS	TRUST & AGENCY FUND	TOTAL FINAL BUDGET
FY14 AMENDED REVENUES, TRANSFERS AND BALANCES						
Estimated Fund Balance and Net Assets						
Fund Balance, beginning of year (Net of Encumbrances)	\$59,857,750	\$141,534,498	\$206,960,111	\$0	\$14,037,630	\$422,389,989
Net Assets, beginning of year				17,284,889		17,284,889
Sub-Total Estimated Fund Balance and Net Assets	59,857,750	141,534,498	206,960,111	17,284,889	14,037,630	439,674,878
Encumbrances Funded By Fund Balance/Future Revenue	6,178,734	21,626,534	67,567,014	9,069	0	95,381,351
Total Estimated Fund Balance and Net Assets, beginning of year	66,036,484	163,161,032	274,527,125	17,293,958	14,037,630	535,056,229
FY14 Amended Revenue						
Health Insurance Charges				1,000,000		1,000,000
Total Amended Revenues	115,493,967	207,927,780	67,132,581	28,799,913	0	419,354,241
FY14 Amended Operating Transfers (Net)						
	-14,893,226	-55,619,399	69,692,276	0	820,349	0
Total Amended Operating Transfers (Net)	-14,893,226	-55,619,399	69,692,276	0	820,349	0
TOTAL AMENDED ESTIMATED REVENUES, TRANSFERS AND FUTURE DESIG. BALANCES	\$166,637,225	\$315,469,413	\$411,351,982	\$47,093,871	\$14,857,979	\$955,410,470
FY14 AMENDED EXPENDITURES AND ENCUMBRANCES						
FY14 Amended Expenditures						
Administrative Services & Executive Offices						
Internal Service Funds (Additional Health Claims)				1,300,000		1,300,000
Total Amended Expenditures	127,339,688	237,105,855	227,379,559	30,569,722	820,349	623,215,173
Encumbrances (Estimate)	6,178,734	21,626,534	67,567,014	9,069	0	95,381,351
TOTAL AMENDED EXPENDITURES AND ENCUMBRANCES	133,518,422	258,732,389	294,946,573	31,878,791	820,349	719,896,524
NET ASSETS, RESTRICTIONS, COMMITMENTS AND UNASSIGNED						
Net Assets	0	0	0	15,515,080	0	15,515,080
Recognition of Undesignated Net Assets for Workers' Compensation Claims				(300,000)		(300,000)
Amended Net Assets	0	0	0	15,215,080	0	15,215,080
Nonspendable	201,145	6,080,612	0	0	14,037,630	20,319,387
Restricted	0	50,656,412	116,347,799	0	0	167,004,211
Committed	27,514,703		57,610	0	0	27,572,313
Amended Net Assets, Restrictions and Commitments	27,715,848	56,737,024	116,405,409	15,215,080	14,037,630	230,110,991
Unassigned	5,402,955	0	0	0	0	5,402,955
TOTAL AMENDED EXPENDITURES, ENCUMBRANCES, NET ASSETS, RESTRICTIONS, COMMITMENTS AND UNASSIGNED	\$166,637,225	\$315,469,413	\$411,351,982	\$47,093,871	\$14,857,979	\$955,410,470

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of August, 2014

Approved as to form:

By: _____
Office of Counsel

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD

By: _____
Chairman

Print Name: _____

ATTEST: _____

District Clerk/Secretary

Attachment: FY14 BA #4 RES_2014_xxxx (Resolution No. 2014 - 0806 : Amendment to FY2013-14 Adopted Budget)

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 14, 2014

SUBJECT: Contract 4600003121 - Miami Flat Mowing

Agenda Item Description

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with two (2) one-year renewal options with James L. King & Associates, Inc., the lowest responsive and responsible bidder for Flat Mowing Services in the Miami Field Station area, in the amount of \$294,462.00, for three (3) years, of which \$69,854.00 in ad valorem funds are budgeted in FY15, subject to Governing Board approval. Funds for FY16 and FY17 budgets are subject to Governing Board approval.

Summary

Maintenance of the Right of Ways is required to ensure that vegetation is controlled at a manageable height and will uphold the operational integrity of the District's flood control system. This project for the Miami Field Station area, will contract approximately 4,674 acres to be mowed on an annual basis. The lowest responsive and responsible bidder is James L. King & Associates, Inc., at \$21.00 per acre. Since this is a work order contract, the amount of acreage to be mowed will fluctuate, based on the weather, budget, and construction projects in the named areas.

Core Mission and Strategic Priorities

Mowing the District's Right of Ways will reduce and control vegetative growth along canal banks which can impede operations, inspections and access to the District's water control facility.

Funding Source:

This is a three-year contract with two (2) one-year renewal options, in the amount of \$294,462.00 for three (3) years, of which \$69,854.00 in ad valorem funds are budgeted in FY15, subject to Governing Board approval. Funds for FY16 and FY17 budgets are subject to Governing Board approval.

Staff Recommendation

Staff recommends authorizing the approval of Contract Number 4600003121, as this item supports continual operations and maintenance of the District canal system. If the ability to not mow and maintain these areas, it would become a potential hazard to the public, as well as District employees.

If you have any questions, please call Karen Estock, ext. 6282 or Michael Gallagher at ext. 2124.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0807

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with two (2) one-year renewal options with James L. King & Associates, Inc., the lowest responsive and responsible bidder, for Flat Mowing Services in the Miami Field Station area, in the amount of \$294,462.00, of which \$69,854.00 in ad valorem funds are budgeted in FY15, subject to Governing Board approval. Funds for FY16 and FY17 budgets are subject to Governing Board approval; providing an effective date. (Contract Number 4600003121)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize entering into a three-year contract with two (2) one-year renewal options with James L. King & Associates, Inc., the lowest responsive and responsible bidder, for Flat Mowing Services in the Miami Field Station area, in the amount of \$294,462.00, of which \$69,854.00 in ad valorem funds are budgeted in FY15, subject to Governing Board approval. Funds for FY16 and FY17 are subject to Governing Board approval.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1 The Governing Board of the South Florida Water Management District hereby authorizes the execution of Contract Number 4600003121 with James L. King & Associates, Inc.

Section 2 The resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

Legal form approved:
By:

District Clerk/Secretary

Office of Counsel

Print name:

M E M O R A N D U M

TO: Governing Board Members

FROM: Jeff Kivett, Division Director

DATE: August 14, 2014

SUBJECT: G94 Refurbishment Project; L-40 Levee Restoration

Summary

Approval is requested to incorporate the demolition of the existing Village of Wellington (VOW) 1DS Structure as part of the District's ongoing G-94 Refurbishment Project. The request proposes an increase to the current construction contract, by change order, in the amount \$331,735.21 and to add a 45-day time extension to the overall contract duration.

Located within the L-40 Levee, on the eastern border of Water Conservation Area 1 in Palm Beach County, the VOW 1DS Structure is an abandoned and aging water control facility that requires removal to meet minimum compliance requirements for the associated FEMA Certification. Extensive deficiencies related to the VOW 1DS Structure were identified by the USACE in their Levee Safety Program Periodic Inspection Report dated March 4, 2011, which specifically identified and recommended the removal of the structure and subsequent restoration of the L-40 in accordance with USACE Design Standards. Removal of the VOW 1DS facility was originally to be completed by the VOW. However, following additional discussion and research, it was subsequently determined that the removal was the responsibility of the District and not VOW. Expediting this work will allow the District to complete the pending FEMA Certification in accordance with USACE minimum time and design mandates.

Staff Recommendation

Staff recommendation is for the approval of the change order to proceed with Lucas Marine Acquisition Company LLC to perform the demolition of the VOW 1DS structure and reconstruct the L-40 Levee in accordance with USACE standards and subsequently meet the FEMA Certification requirements.

Additional Background

The original cost sharing responsibilities were that the District would provide the engineering design for the removal of the structure and levee reconstruction, and the Village of Wellington would provide and manage the necessary procurement and construction activities. The design is complete; however the Village of Wellington is no longer able to provide the construction services for the project. Due to the critical nature of the project it was determined to be in the best interest of the District to move forward with the construction of the project as part of the ongoing construction of the G94 project.

Core Mission and Strategic Priorities

This item supports the District's core mission and strategic goals of flood control; note the Engineering and Construction Division is responsible for implementing the item.

Funding Source

Ad valorem funding in the amount of \$331,735.21 is available within the OMC \$50M Capital Refurbishment Program and will be transferred to the G-94 project for this change order.

Staff Contact and/or Presenter

John Mitnik (561) 682-2679.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0808

A Resolution of the Governing Board of the South Florida Water Management District to authorize a change order to contract 4600002959 with Lucas Marine Acquisition Company, LLC, for the G-94 Refurbishment Project; L-40 Levee Restoration, in the amount of \$331,735.21, and to extend the term of the contract by 45 days for which ad valorem funds of \$331,735.21 are budgeted in FY14.

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize a change order to contract 4600002959 with Lucas Marine Acquisition Company, LLC, for the G-94 Refurbishment Project; L-40 Levee Restoration in the amount of \$331,735.21, and to extend the term of the contract by 45 days, for which ad valorem funds of \$331,735.21 are budgeted in FY14.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the South Florida Water Management District hereby approves a change order to contract 4600002959 with Lucas Marine Acquisition Company, LLC, for the G-94 Refurbishment Project; L-40 Levee Restoration, in an amount of \$331,735.21 and to extend the term of the contract by 45 days.

Section 2. This project supports the District's Mission of flood control.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD
By:

Chairman

Attest:

District Clerk/Secretary

Legal form approved:
By:

Office of Counsel

Print name:

MEMORANDUM

TO: Governing Board Members

FROM: Sharon M. Trost, P.G., AICP, Director, Regulation Division

DATE: August 14, 2014

SUBJECT: EAA and C-139 Annual Update

Summary

The purpose of this presentation is to provide an annual update on the Regulatory Source Control Program for the Southern Everglades. The Everglades Forever Act (EFA, 373.4595, Florida Statutes) directs the District to implement an on-going nonpoint source control program using best management practices (BMPs) in the Everglades Agricultural Area and C-139 Basins. These basins are primarily agricultural areas ultimately discharging to the Everglades. The EFA requires a monitoring network to assess the effectiveness of the BMP program in reducing phosphorus loads in permittee discharges based on a specified quantitative performance measure. For Water Year 2014, the EAA Basin continues to perform beyond expectations. They achieved a 63% phosphorus load reduction compared to the historic pre-BMP base period, exceeding its 25% load reduction requirement. Their long-term average phosphorus load reduction is 55%. The C-139 Basin also complied with the required phosphorus levels based on methods established in rules adopted under Chapter 40E-63, Florida Administrative Code.

Staff Recommendation

This item is for information only; no action is required.

Core Mission and Strategic Priorities

The District's core mission is to manage and protect its water resources. To that end, strategic priorities include restoring the Southern Everglades. A critical element for successfully achieving the overall water quality restoration goals for the Southern Everglades is effective implementation of the mandated best management practices program. The program has been in place for over 19 years for the purpose of controlling phosphorus in the stormwater runoff from the Everglades Agricultural Area and C-139 Basins. These areas have historically been the tributaries with the greatest contribution of the total phosphorus load to the Everglades.

Staff Contact and/or Presenter

Pamela Wade, P.E., Bureau Chief, Everglades Regulation, (561) 682-6901

M E M O R A N D U M

TO: Governing Board Members

FROM: Jeff Kivett, Division Director

DATE: August 14, 2014

SUBJECT: C-44 System Discharge Structure Construction

Summary

The C-44 Reservoir/Stormwater Treatment Area Project (C-44 Project) is intended to be constructed by the U.S. Army Corps of Engineers (USACE) and the District over the next six (6) years. In December 2013 the District completed construction of the C-44 Communication Tower and in July 2014 the USACE completed construction of Contract 1 (C-400 Intake Canal and Access Road, C-133A Canal, C-133 Canal, S-418 Spillway, and Citrus Boulevard improvements). As stated in the Project Partnership Agreement (PPA) Amendment approved at the July 2014 Governing Board meeting, the District intends to construct the System Discharge (construction start September 2014), the Stormwater Treatment Areas (construction start October 2014), and the S-401 Pump Station (construction start April 2015). The District started construction in July 2014 on the System Discharge Interim Spillway. That contract will achieve early benefits of retaining additional water within the C-44 Project site. That contract is not cost shareable since it was executed prior to the USACE executing the PPA Amendment. The USACE intends to start construction of the C-44 Reservoir (Contract 2) in July 2015.

This C-44 System Discharge construction contract is to construct the S-404 System Discharge Spillway with low level discharge gate, to improve the S-404S Southern System Discharge Spillway, and to construct the C-402 System Discharge Canal. These features will serve as the single point discharge for the entire C-44 Project once it has completed construction. Prior to completion of the total C-44 Project construction, these features will enable approximately 5.7 feet more water to be retained on the upstream 7,000 acres of the C-44 Project site in existing canals and ditches.

Staff Recommendation

Staff recommends approval to enter into a 425 day contract in the amount of \$5,377,745.00 with Shoreline Foundation, Inc., the lowest responsive and responsible bidder, for the construction of the C-44 System Discharge.

Core Mission and Strategic Priorities

This contract will support the completion of the C-44 Project which is linked to the 10-Year Strategic Plan. The District has access to the project lands/sites, completed the design, and received the permits for the C-44 Project. The USACE requires these construction efforts to be initiated prior to the USACE Contract 2 award.

Funding Source

The lowest responsive and responsible bidder is Shoreline Foundation, Inc. for which \$40,000.00 in ad valorem funds are budgeted in FY14, \$400,000.00 in dedicated (Save Our Everglades Trust Fund) are budgeted in FY14; and the remainder is subject to Governing Board

approval of the FY15 budget. In order for this effort to be deemed cost shareable with the USACE, this contract cannot be executed prior to the USACE execution of the PPA Amendment and prior to the USACE District Commander approval of the plans and specifications.

Staff Contact

John Mitnik, Bureau Chief, Engineering and Construction
561-682-2679 / jmitnik@sfwmd.gov

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0809

A Resolution of the Governing Board of the South Florida Water Management District to authorize a 425 day contract with Shoreline Foundation, Inc., the lowest responsive and responsible bidder, for the C-44 System Discharge, in the amount of \$5,377,745.00, for which \$40,000.00 In ad valorem funds are budgeted in FY14, \$400,000.00 In dedicated funds (Save Our Everglades Trust Fund) are budgeted in FY14; and the remainder is subject to Governing Board approval of the FY15 budget; providing an effective date. (Contract Number 4600003113)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize a 425 day contract with Shoreline Foundation, Inc., the lowest responsive and responsible bidder, for the C-44 System Discharge, in the amount of \$5,377,745.00, for which \$40,000.00 in ad valorem funds are budgeted in FY14, \$400,000.00 in dedicated funds (Save Our Everglades Trust Fund) are budgeted in FY14; and the remainder is subject to Governing Board approval of the FY15 budget;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:

Section 1. The Governing Board of the South Florida Water Management District hereby approves the 425 day contract with Shoreline Foundation, Inc. For the construction of the C-44 System Discharge, in the amount of \$5,377,745.00.

Section 2. This project supports the District's Strategic Priority to the Comprehensive Everglades Restoration Plan.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of August, 2014.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By:

Chairman

Attest:

District Clerk/Secretary

Legal form approved:

By:

Office of Counsel

Print name:

South Florida Water Management District
Statement of Sources and Uses of Funds (Unaudited)
 For the month ended: June 30, 2014. Percent of fiscal year completed: 75.0%

Attachment: Statement of Sources and Uses of Funds_Programmatic_Jun14 (2010 : Monthly Financial

SOURCES	ANNUAL BUDGET	ACTUALS		ACTUALS AS A % OF BUDGET
		THROUGH 06/30/2014	VARIANCE (UNDER) / OVER BUDGET	
Ad Valorem Property Taxes	\$ 266,557,178	\$ 263,893,237	\$ (2,663,941)	99.0%
Agricultural Privilege Taxes	11,300,000	11,407,995	107,995	101.0%
Intergovernmental - Ad Valorem Funds	9,136,087	9,622,235	486,148	105.3%
Intergovernmental - Non Ad Valorem Funds	93,026,091	47,326,738	(45,699,353)	50.9%
Intergovernmental Total	102,162,178	56,948,974	(45,213,204)	55.7%
Investment Earnings - Ad Valorem Funds	2,870,000	3,469,792	599,792	120.9%
Investment Earnings - Non Ad Valorem Funds	-	1,053,421	1,053,421	-
Investment Earnings Total	2,870,000	4,523,213	1,653,213	157.6%
Leases	3,041,656	3,725,634	683,978	122.5%
Permit Fees/Miscellaneous Fees	2,110,999	5,195,484	3,084,485	246.1%
Mitigation Fees - Lake Belt & Wetlands	1,801,117	14,537,961	12,736,844	807.2%
Licenses, Permits and Fees Total	3,912,116	19,733,445	15,821,329	504.4%
Other	461,200	1,760,739	1,299,539	381.8%
Sale of District Property	250,000	369,769	119,769	147.9%
Self Insurance Premiums	28,799,913	20,617,709	(8,182,204)	71.6%
SUB-TOTAL OPERATING REVENUES	419,354,241	382,980,715	(36,373,526)	91.3%
Fund Balance	299,242,283	299,242,283	-	100.0%
TOTAL SOURCES	\$ 718,596,524	\$ 682,222,998	\$ (36,373,526)	94.9%

USES	ANNUAL BUDGET	EXPENDITURES	ENCUMBRANCES ¹	REPORTED AVAILABLE BUDGET	% EXPENDED	% ENCUMBERED	% OBLIGATED ²
CERP	\$ 105,787,885	\$ 52,121,994	\$ 42,003,696	\$ 11,662,194	49.3%	39.7%	89.0%
Coastal Watersheds	16,016,755	9,133,535	5,198,876	1,684,344	57.0%	32.5%	89.5%
District Everglades	96,119,177	45,676,660	37,324,955	13,117,561	47.5%	38.8%	86.4%
Kissimmee Watershed	17,308,151	2,179,464	14,150,749	977,938	12.6%	81.8%	94.3%
Lake Okeechobee	19,525,862	10,340,865	4,696,804	4,488,193	53.0%	24.1%	77.0%
Land Stewardship	18,073,606	9,944,581	4,454,192	3,674,833	55.0%	24.6%	79.7%
Mission Support	45,434,960	35,304,647	3,874,624	6,255,689	77.7%	8.5%	86.2%
Modeling & Sci Supp	12,738,870	9,745,095	650,647	2,343,129	76.5%	5.1%	81.6%
Ops & Maintenance	149,717,867	91,018,612	33,960,270	24,738,986	60.8%	22.7%	83.5%
Regulation	22,966,560	16,651,442	490,910	5,824,207	72.5%	2.1%	74.6%
Water Supply	20,680,314	12,832,376	3,952,460	3,895,479	62.1%	19.1%	81.2%
Debt Service	42,074,439	42,074,438	-	1	100.0%	0.0%	100.0%
SUB-TOTAL NON-RESERVES USES	566,444,446	337,023,708	150,758,183	78,662,555	59.5%	26.6%	86.1%
Reserves	\$ 152,152,078	\$ -	\$ -	152,152,078	0.0%	0.0%	0.0%
TOTAL USES	\$ 718,596,524	\$ 337,023,708	\$ 150,758,183	\$ 230,814,633	46.9%	21.0%	67.9%

¹ Represents unexpended balances of open purchase orders

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

South Florida Water Management District
Statement of Sources and Uses of Funds (Unaudited)
 For the month ended: June 30, 2014. Percent of fiscal year completed: 75.0%

	CURRENT BUDGET	ACTUALS THROUGH 06/30/2014	VARIANCE (UNDER) / OVER BUDGET	ACTUALS AS A % OF BUDGET
Sources				
Taxes ¹	\$ 277,857,178	\$ 275,301,232	\$ (2,555,946)	99.08%
Intergovernmental Revenues	102,162,178	56,948,974	(45,213,204)	55.74%
Interest on Invested Funds	2,870,000	4,523,213	1,653,213	157.6%
License and Permit Fees	3,912,116	19,733,445	15,821,329	504.4%
Other ²	32,552,769	26,473,851	(6,078,918)	81.3%
Fund Balance	299,242,283	299,242,283	-	100.0%
Total Sources	\$ 718,596,524	\$ 682,222,998	\$ (36,373,526)	94.9%

¹ Includes Ad Valorem and Agricultural Privilege Taxes

² Includes Leases, Sale of District Property, and Self Insurance Premiums

	CURRENT BUDGET	EXPENDITURES	ENCUMBRANCES ³	AVAILABLE BUDGET	% EXPENDED	% OBLIGATED ⁴
Uses						
Water Resources Planning and Monitoring	\$ 52,928,394	\$ 36,196,911	\$ 7,305,614	\$ 9,425,869	68.4%	82.2%
Acquisition, Restoration and Public Works	332,291,612	129,088,650	98,712,237	104,490,725	38.8%	68.6%
Operation and Maintenance of Lands and Works	268,445,586	122,310,983	41,871,806	104,262,798	45.6%	61.2%
Regulation	26,449,003	18,878,757	705,382	6,864,864	71.4%	74.0%
Outreach	2,407,941	1,829,604	20,567	557,770	76.0%	76.8%
Management and Administration	36,073,988	28,718,804	2,142,577	5,212,607	79.6%	85.6%
Total Uses	\$ 718,596,524	\$ 337,023,708	\$ 150,758,183	\$ 230,814,633	46.9%	67.9%

³ Encumbrances represent unexpended balances of open purchase orders and contracts.

⁴ Represents the sum of expenditures and encumbrances as a percentage of the current budget.

This unaudited financial statement is prepared as of June 30, 2014, and covers the interim period since the most recent audited financial statements.

South Florida Water Management District
Statement of Sources and Uses of Funds (Unaudited)
For the month ended: June 30, 2014. Percent of fiscal year completed: 75.0%

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
CERP							
Personnel Services	\$ 6,782,757	\$ 3,943,482	\$ -	\$ 2,839,275	58.1%	0.0%	58.1%
Contractual Services	15,266,976	9,873,995	4,703,579	689,402	64.7%	30.8%	95.5%
Operating	1,091,076	445,773	8,608	636,695	40.9%	0.8%	41.6%
Travel	26,030	11,077	251	14,702	42.6%	1.0%	43.5%
Capital Outlay	79,288,078	37,847,667	37,291,259	4,149,153	47.7%	47.0%	94.8%
CERP Indirect	3,332,968	-	-	3,332,968	0.0%	0.0%	0.0%
Total CERP	105,787,885	52,121,994	42,003,696	11,662,194	49.3%	39.7%	89.0%
Coastal Watersheds							
Personnel Services	3,475,319	2,423,584	-	1,051,734	69.7%	0.0%	69.7%
Contractual Services	9,359,677	4,392,159	4,778,925	188,593	46.9%	51.1%	98.0%
Operating	139,076	45,660	39,244	54,172	32.8%	28.2%	61.0%
Travel	27,629	13,795	60	13,774	49.9%	0.2%	50.1%
Capital Outlay	3,015,055	2,258,336	380,647	376,072	74.9%	12.6%	87.5%
Total Coastal Watersheds	16,016,755	9,133,535	5,198,876	1,684,344	57.0%	32.5%	89.5%
District Everglades							
Personnel Services	18,324,171	13,330,458	-	4,993,713	72.7%	0.0%	72.7%
Contractual Services	8,399,540	3,497,679	2,976,689	1,925,172	41.6%	35.4%	77.1%
Operating	9,579,303	5,039,976	526,477	4,012,850	52.6%	5.5%	58.1%
Travel	31,313	11,831	-	19,482	37.8%	0.0%	37.8%
Capital Outlay	59,784,849	23,796,716	33,821,789	2,166,345	39.8%	56.6%	96.4%
Total District Everglades	96,119,177	45,676,660	37,324,955	13,117,561	47.5%	38.8%	86.4%
Kissimmee Watershed							
Personnel Services	2,151,157	1,299,077	-	852,079	60.4%	0.0%	60.4%
Contractual Services	1,224,678	422,988	702,537	99,153	34.5%	57.4%	91.9%
Operating	447,031	446,470	9,584	(9,023)	99.9%	2.1%	102.0%
Travel	20,803	10,071	-	10,732	48.4%	0.0%	48.4%
Capital Outlay	13,464,482	857	13,438,628	24,997	0.0%	99.8%	99.8%
Total Kissimmee Watershed	\$ 17,308,151	\$ 2,179,464	\$ 14,150,749	\$ 977,938	12.6%	81.8%	94.3%

South Florida Water Management District
Statement of Sources and Uses of Funds (Unaudited)
For the month ended: June 30, 2014. Percent of fiscal year completed: 75.0%

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Lake Okeechobee							
Personnel Services	\$ 3,945,343	\$ 2,780,801	\$ -	\$ 1,164,542	70.5%	0.0%	70.5%
Contractual Services	14,155,924	6,930,403	4,545,489	2,680,032	49.0%	32.1%	81.1%
Operating	268,064	189,203	42,242	36,619	70.6%	15.8%	86.3%
Travel	7,458	267	-	7,191	3.6%	0.0%	3.6%
Capital Outlay	1,149,072	440,191	109,072	599,809	38.3%	9.5%	47.8%
Total Lake Okeechobee	19,525,862	10,340,865	4,696,804	4,488,193	53.0%	24.1%	77.0%
Land Stewardship							
Personnel Services	4,082,158	3,170,760	-	911,397	77.7%	0.0%	77.7%
Contractual Services	9,885,236	4,865,229	3,689,192	1,330,816	49.2%	37.3%	86.5%
Operating	2,476,543	1,434,301	98,075	944,167	57.9%	4.0%	61.9%
Travel	15,610	5,535	36	10,040	35.5%	0.2%	35.7%
Capital Outlay	1,614,059	468,756	666,889	478,414	29.0%	41.3%	70.4%
Total Land Stewardship	18,073,606	9,944,581	4,454,192	3,674,833	55.0%	24.6%	79.7%
Mission Support							
Personnel Services	21,858,244	15,895,644	-	5,962,599	72.7%	0.0%	72.7%
Contractual Services	7,960,325	4,700,549	2,384,616	875,160	59.0%	30.0%	89.0%
Operating	16,906,748	13,322,277	1,075,875	2,508,596	78.8%	6.4%	85.2%
Travel	305,936	229,267	7,152	69,517	74.9%	2.3%	77.3%
Capital Outlay	1,736,675	1,156,910	406,981	172,784	66.6%	23.4%	90.1%
CERP Indirect	(3,332,968)	-	-	(3,332,968)	0.0%	0.0%	0.0%
Total Mission Support	45,434,960	35,304,647	3,874,624	6,255,689	77.7%	8.5%	86.2%
Modeling & Science Support							
Personnel Services	9,490,907	7,433,926	-	2,056,981	78.3%	0.0%	78.3%
Contractual Services	2,423,682	1,649,818	540,688	233,177	68.1%	22.3%	90.4%
Operating	640,207	506,378	107,577	26,252	79.1%	16.8%	95.9%
Travel	42,818	15,480	2,383	24,955	36.2%	5.6%	41.7%
Capital Outlay	141,255	139,492	-	1,763	98.8%	0.0%	98.8%
Total Modeling & Science Support	\$ 12,738,870	\$ 9,745,095	\$ 650,647	\$ 2,343,129	76.5%	5.1%	81.6%

South Florida Water Management District
Statement of Sources and Uses of Funds (Unaudited)
 For the month ended: June 30, 2014. Percent of fiscal year completed: 75.0%

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Operations & Maintenance							
Personnel Services	\$ 52,210,942	\$ 38,353,383	\$ -	\$ 13,857,559	73.5%	0.0%	73.5%
Contractual Services	32,980,201	17,235,802	13,562,603	2,181,795	52.3%	41.1%	93.4%
Operating	31,003,310	21,088,057	1,427,315	8,487,937	68.0%	4.6%	72.6%
Travel	165,784	102,208	19,739	43,837	61.7%	11.9%	73.6%
Capital Outlay	33,357,631	14,239,162	18,950,612	167,857	42.7%	56.8%	99.5%
Total Operations & Maintenance	149,717,867	91,018,612	33,960,270	24,738,986	60.8%	22.7%	83.5%
Regulation							
Personnel Services	17,115,176	12,247,352	-	4,867,824	71.6%	0.0%	71.6%
Contractual Services	1,634,034	1,229,110	362,363	42,562	75.2%	22.2%	97.4%
Operating	3,809,563	2,832,776	75,621	901,165	74.4%	2.0%	76.3%
Travel	28,787	13,205	2,926	12,656	45.9%	10.2%	56.0%
Capital Outlay	378,999	328,999	50,000	-	86.8%	13.2%	100.0%
Total Regulation	22,966,560	16,651,442	490,910	5,824,207	72.5%	2.1%	74.6%
Water Supply							
Personnel Services	5,712,505	4,172,405	-	1,540,099	73.0%	0.0%	73.0%
Contractual Services	5,804,939	1,610,728	3,936,638	257,574	27.7%	67.8%	95.6%
Operating	9,112,777	7,008,990	15,500	2,088,287	76.9%	0.2%	77.1%
Travel	12,239	2,398	322	9,519	19.6%	2.6%	22.2%
Capital Outlay	37,855	37,855	-	-	100.0%	0.0%	100.0%
Total Water Supply	20,680,314	12,832,376	3,952,460	3,895,479	62.1%	19.1%	81.2%
Reserves							
Reserves	152,152,078	-	-	152,152,078	0.0%	0.0%	0.0%
Total Reserves	152,152,078	-	-	152,152,078	0.0%	0.0%	0.0%
Debt Service							
Debt Service	42,074,439	42,074,438	-	1	100.0%	0.0%	100.0%
Total Debt Service	42,074,439	42,074,438	-	1	100.0%	0.0%	100.0%
Grand Total	\$ 718,596,524	\$ 337,023,708	\$ 150,758,183	\$ 230,814,633	46.9%	21.0%	67.9%

Attachment: Summary of Uses of Funds_Template_Jun14 (2010) : Monthly Financial Statement - June

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: August 14, 2014

SUBJECT: Monthly Financial Statement – June 2014

The attached financial status report is provided for your review. This report provides a high-level snapshot of District financial activity and includes revenue collections by source and expenditures by program. Also attached is a summary in the State Program format in compliance with Chapter 373.536(4)(e) F.S., requiring each District to provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the District's Governing Board and make such monthly financial statement available for public access on its website. This unaudited financial statement is provided as of June 30, 2014, with 75% of the fiscal year completed.

Schedule of Sources and Uses – This financial statement compares revenues received and encumbrances/expenditures made against the District's FY14 \$718.6 million consumable budget. Encumbrances represent orders for goods and services which have not yet been received.

- With the fiscal year 75% complete, 91.3% of the District's budgeted operating revenue (excludes fund balance) has been collected. The primary source of operating revenue received to date is taxes. Ad Valorem taxes comprise 64.0% of the budgeted operating revenues and drive collections based on the annual cycle of the property tax bill. The remaining revenue source is fund balance which represents the amount of prior year residual revenue that is budgeted in the current year and has already been received. Total FY14 sources collected were 94.9% of budget or \$682.2 million.
- 99% of budgeted Ad Valorem tax revenue and 101% of Agricultural Privilege tax revenue have been collected to date. Ad Valorem and Agricultural Privilege tax collections peak November through January driven by the mailing of property tax bills in October and the 4.0% maximum discount available when paid in full by November 30. These taxes are budgeted at a discounted rate of 95.0% to allow for the discounts property owners may take advantage of through early payment options. Historical ad valorem trends for the past five years through June average a collection rate of 96.1%.
- There is \$9.1 million in budgeted intergovernmental revenue in ad valorem funds, which includes \$4.4 million in Alligator Alley toll revenue, \$2.8 million in WMLTF for moving water south, \$1.6 million in USACE reimbursements, and \$304K in DEP reimbursements for aquatic plant control activities. Actual revenues earned as of the end of June amount to \$9.6 million.
- There is \$93.0 million in budgeted intergovernmental revenue in dedicated funds, comprised of \$74.8 million in SOETF reimbursements, \$5.0 million in reimbursements from the Florida Fish and Wildlife Conservation Commission (FWC) for aquatic/invasive

plant control and \$15K for Model Lands, \$6.9 million in WMLTF reimbursements for debt service expenses related to bonds and \$4.0 million for the Corbett Levee, reimbursement of federal revenues of \$538K for St. Lucie Watershed Water Farming and \$375K for Tropical Storm Isaac repairs, \$240K from Indian River Lagoon and Everglades License Tag proceeds, and \$175K reimbursement from FDEP for water quality studies. FY14 actual revenue to date amounts to \$47.3 million. Reimbursement requests are submitted to the state based on actual expenses incurred and are typically received later in the fiscal year.

- The District budgeted \$2.9 million in investment earnings in ad valorem funds for FY14. Total revenue to date is \$4.5 million or 157.6% of budgeted Investment Earnings; \$3.5 million or 120.9% of investment earnings in ad valorem funds and \$1 million in dedicated funds.
- Lease revenue represents amounts collected from leases of real property owned by the District. The timing of revenue received is based on the fee schedules within the agreements – monthly, semi-annual, or annual payments – and these varying timing issues impact the collection rate. The District has received \$3.7 million which represents 122.5% of the current year budgeted lease revenue. The use of lease revenue collected for lands purchased with State or Federal funds is restricted based on the guidelines in the acquisition or grant.
- There is \$3.9 million in budgeted permit fee revenue, which includes water use permits (\$549K), right of way permits (\$68K), Environmental Resource Permit (ERP) application fees (\$1.5 million), and wetland mitigation fees for C-139 Annex Restoration (\$1.8 million). FY14 revenue amounts received include \$700K from water use permits, \$2.1 million from ERP Application Fees, \$14.5 million in unbudgeted revenues from Lake Belt Mitigation fees, \$2.3 million from Loxahatchee Wetland Mitigation and \$100K from other applications and fees.
- Budgeted revenue in the Other category includes \$210K in civil penalties and enforcement fees and \$251K in miscellaneous revenues such as cash discounts, insurance reimbursements, refunds for prior year expenditures, and sale of recycled oil and scrap metal. Fiscal year collections amount to \$1.8 million at the end of June, representing 381.8% of the budgeted \$461K. \$1.1 million of the amount received was a refund of prior year expenditures from Florida League of Cities.
- Sale of District Property represents the sale of real property and land. This is budgeted conservatively at \$250K due to the uncertainty involved. FY14 revenues received total \$370K.
- Self-insurance premiums represent the District's contribution and the contribution from active and retired District employees to the self-funded health benefits program. Also included is the District's contribution to the workers compensation, auto and general liability self-insurance program. Contributions of \$20.6 million received through June equate to 71.6% of the \$28.8 million budget.

Expenditure and Encumbrance Status:

As of June 30, 2014, with 75% of the year complete, the District has expended **\$337 million or 59.5%** and has encumbered **\$151 million or 26.6%** of its non-reserve budget. The District has obligated (encumbrances plus expenditures) **\$488 million or 86.1%** of its non-reserve budget.

Summary of Expenditures and Encumbrances by Program – This financial statement illustrates the effort to date for each of the District's program areas. Provided below is a discussion of the primary uses of funds by program.

- The Comprehensive Everglades Restoration Plan Program has obligated 89.0% and expended 49.3% of their \$105.8 million budget. Principal expenditures include personnel services (\$3.9 million), contractual services (\$9.9 million), operating (\$446K), and capital outlay (\$37.8 million). Capital outlay encumbrances (\$37.3 million) and contractual services encumbrances (\$4.7 million) include the following projects: Southern CREW, Biscayne Bay Coastal Wetlands, C-111 Spreader Canal, L-8 Flow Equalization Basin, C-44 Reservoir/STA Project, Loxahatchee Impoundment Landscape Assessment, Picayune Strand, WCA3 Decentralization and Sheelflow Equalization, Lake Okeechobee Water Retention – Nubbin Slough, CERP Monitoring and Assessment, Modified Water Deliveries & South Dade C-111 Project, CERP Water Quality Study, and CERP Data Management.
- The Coastal Watersheds Program has obligated 89.5% and expended 57.0% of their total \$16.0 million budget. Principal expenditures include personnel services (\$2.4 million), contractual services (\$4.4 million), and capital outlay (\$2.3 million). Contractual services encumbrances primarily consist of regional projects (\$3.6 million) including: St. Lucie River and Indian River Lagoon Initiatives, Loxahatchee River Preservation Initiative, Lakes Park Restoration, Spanish Creek/Four Corners Initiative, Mirror Lakes/Halfway Pond Rehydration, Village of El Portal Stormwater project, and Big Cypress Basin Stormwater Projects; remaining contractual encumbrances (\$1.2 million) include: St. Lucie River Watershed WaSh Model Upgrade; St. Lucie and Caloosahatchee River Watersheds nutrient study; water quality monitoring in St. Lucie River, Indian River Lagoon, Loxahatchee River, and Caloosahatchee River; water quality monitoring, modeling, nutrient, ecological, and hydrological studies for the Florida Bay and Coastal Wetlands Project; Biscayne Bay water quality and submerged aquatic monitoring; Lake Trafford monitoring; public process to develop a restoration vision of the Caloosahatchee River and Estuary; hydro model for Naples and Rookery Bay, Naples Bay salinity data collection, and Collier County water quality monitoring. Capital outlay encumbrances (\$381K) are for the Lake Hicpochee Hydrologic Enhancement project.
- The District Everglades Program has obligated 86.4% and expended 47.5% of their total \$96.1 million budget. Principal expenditures include personnel services (\$13.3 million), contractual services (\$3.5 million), operating (\$5.0 million), and capital outlay (\$23.8 million). Contractual services encumbrances (\$3.0 million) primarily include the operations monitoring, maintenance, and repair of Stormwater Treatment Areas (STA), Lainhart & Masten Dam project, STA Structure Inspection Program, NAVD88/Vertical Datum work for the STA's, Restoration Strategies Science Plan projects, STA 1W Expansion and the Everglades Regulation Source Control. Operating encumbrances (\$526K) are in support of the overall operations and the maintenance of the STA's.

Capital outlay encumbrances (\$33.8 million) include work on Everglades Agricultural Area A1 Flow Equalization Basin, STA 1W Expansion, and Restoration Strategies Science Plan projects.

- The Kissimmee Watershed Program has obligated 94.3% and expended 12.6% of their total \$17.3 million budget. Principal expenditures include personnel services (\$1.3 million), contractual services (\$423K), and operating (\$446K). Contractual services and operating encumbrances (\$712K) primarily consist of Kissimmee River Restoration Evaluation (\$136K), Kissimmee Basin Modeling and Operating System (\$86K), the Oak Creek project (\$48K), Rolling Meadows project (\$73K), hydrologic monitoring (\$63K), Orange County Area Stormwater Improvements (\$281K), land acquisition related costs, environmental risk assessments and electrical services (\$25K). Capital outlay encumbrances (\$13.4 million) are primarily for the Kissimmee River Restoration land acquisition and associated costs.
- The Lake Okeechobee Program has obligated 77.0% and expended 53.0% of their total \$19.5 million budget. Principal expenditures include personnel services (\$2.8 million), contractual services (\$6.9 million), operating (\$189K), and capital outlay (\$440K). Contractual services and operating encumbrances (\$4.6 million) primarily consist of Dispersed Water Management (DWM) and Florida Ranchland Environmental Services Projects (\$3.3 million), Northshore Navigation Canal project (\$1.1 million), Lake Okeechobee Watershed Pre-Drainage Characterization study (\$76K), Lake Istokpoga Marsh project (\$13K), computer hardware/software maintenance and support (\$39K), utilities (\$41K) and water quality assessments, improvements and reporting (\$63K). Capital outlay encumbrances (\$109K) are for electric powered pump stations for DWM temporary storage opportunities.
- The Land Stewardship Program has obligated 79.7% and expended 55.0% of their total \$18.1 million budget. Principal expenditures include personnel services (\$3.2 million), contractual services (\$4.9 million), operating (\$1.4 million), and capital outlay (\$469K). Contractual services and operating encumbrances (\$3.8 million) include the maintenance of vegetation and exotic plant control, work on the C-139 Annex Mitigation project, provision of law enforcement services, and management of District owned lands and facilities. Capital Outlay encumbrances (\$667K) include work on the C-139 Annex Mitigation project.
- The Mission Support Program has obligated 86.2% and expended 77.7% of their total \$45.4 million budget. Principal expenditures include personnel services (\$15.9 million), contractual services (\$4.7 million), operating (\$13.3 million), and capital (\$1.2 million). Contractual services encumbrances (\$2.4 million) include legal and technical support services, IT consulting services, hardware/software systems maintenance, and facilities maintenance and repair services. Operating encumbrances (\$1.1 million) include utilities and space rental. Capital outlay encumbrances (\$407K) include design, construction, and inspection work to upgrade the chiller system to provide redundant cooling capacity for the IT data center located within the Emergency Operations Center, and computer hardware components.
- The Modeling and Science Support Program has obligated 81.6% and expended 76.5% of their total \$12.7 million budget. Principal expenditures include personnel services (\$7.4

million), contractual services (\$1.6 million), operating (\$506K), and capital outlay (\$139K). Contractual services and operating encumbrances (\$648K) include water quality sampling, field equipment maintenance, technical assistance and peer reviews, model maintenance and enhancements, computer hardware/software maintenance and consulting, and utilities.

- The **Operations and Maintenance Program** has obligated 83.5% and expended 60.8% of their total \$149.7 million budget. Principal expenditures include personnel services (\$38.4 million), contractual services (\$17.2 million), operating (\$21.1 million), and capital outlay (\$14.2 million). Encumbrances for contractual services and capital outlay (\$32.5 million) primarily relate to the O&M capital program for maintenance and repair of existing water management system canals and water control structures including, Miami B-47 Building Replacement, Diesel Oxidation Catalyst Installation, C-4 Canal Bank Improvements, S-5A Hardening and Service Bridge Refurbishment, S-235 Automation, C-100A Canal Bank Repairs, BCB Field Station Design/Build, Miller Weir #3, Hillsboro Canal Bank Repairs, S-9 Access Bridge Replacement, S-6 Tower Replacement, C-41A NRCS project, North Shore Trash Rake Project, S-13 Repower and Automation, G-94 A-D Refurbishment and Repairs, S-150 Replacement and Automation, G-151 Structure Replacement, Central and Southern Flood Control Structure Inspections, and NAVD88 Vertical Datum Upgrades. Operating encumbrances (\$1.4 million) are primarily associated with field station daily operations and maintenance including vegetation and exotic plant control for the Central and Southern Flood Control system.
- The **Regulation Program** has obligated 74.6% and expended 72.5% of their total \$23.0 million budget. Principal expenditures include personnel services (\$12.2 million), contractual services (\$1.2 million), operating (\$2.8 million), and capital outlay (\$329K). Contractual services and operating encumbrances (\$440K) include application development, permit scanning contractors/support, computer hardware/software, and advertising services. Capital outlay encumbrances (\$50K) consist primarily of the ePermitting enhancement project which saves time and expenses with online filing/searching of permits.
- The **Water Supply Program** has obligated 81.2% and expended 62.1% of their total \$21.0 million budget. Principal expenditures include personnel services (\$4.2 million), contractual services (\$1.6 million), operating (\$7.0 million), and capital outlay (\$38K). Contractual services and operating encumbrances (\$4.0 million) include the Caloosahatchee Rule Making (\$2K), Central Florida Water Initiative (\$107K), WaterSIP grants (\$250K), Lower Floridan Aquifer (\$10K), interagency agreements for Alternative Water Supply projects (\$381K), Big Cypress Basin (\$2.8 million), Mobile Irrigation Lab (\$28K), hydrologic data gathering and analysis (\$294K), Water Supply Plan implementation (\$25K), and Outreach and Education (\$13K).
- **Debt Service** expenses amount to the total \$42.1 million budget. Debt service principal and interest payments include Land Acquisition Bonds issued through the Water Management Lands Trust Fund and Certificates of Participation. Scheduled debt service payments are structured into a single principal payment and partial payment of interest in October and the balance of interest in April.

Governing Board Members
August 14, 2014
Page 6

- **Reserves** of \$152.1 million are held for future transfer to program areas as project needs and requirements are identified by staff and presented to the Governing Board for review. Sixty million dollars (\$60.0 million) of these reserves are designated as economic stabilization reserves, including \$10.0 million for O&M capital projects. Remaining managerial reserves include \$1.7 million in cost savings and \$90.4 million in FY14 funds intended for FY15 re-budget.

We hope these reports and the associated narrative will aid in understanding the District's financial condition as well as expenditure performance against the approved budget. If you have any questions, please feel free to contact Candida Heater at (561) 682-6486.

DB/CJH
Attachment

TABLE OF CONTENTS
INDIVIDUAL PERMITS ISSUED BY
AUTHORITY DELEGATED TO EXECUTIVE DIRECTOR
FROM July 1, 2014 TO July 31, 2014

I PERMIT APPLICATIONS	PAGE
BROWARD COUNTY	1
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MIAMI-DADE COUNTY	6
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PALM BEACH COUNTY	10

1. NOB HILL ROAD - COUNTY LINE ROAD TO LOX ROAD
NORTH SPRINGS IMPROVEMENT DISTRICT
SEC 28,29 TWP 47S RGE 41E

APPL. NO. 140529-4
PERMIT NO. 06-06936-W
ACREAGE: 11.92
LAND USE: DEWATERING

PERMIT TYPE: WATER USE EXISTING/PREVIOUSLY PERMITTED
WATER SOURCE: WATER TABLE AQUIFER
ALLOCATION: NOT REQUIRED
LAST DATE FOR AGENCY ACTION: AUGUST 27, 2014

1. BOWEN FARM
 EVERGLADES FARMS, INC.
 SEC 15 TWP 48S RGE 30E

APPL. NO. 140609-7
 PERMIT NO. 11-00877-W
 ACREAGE: 80.00
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE RENEWAL
 WATER SOURCE: WATER TABLE AQUIFER, LOWER TAMIAMI AQUIFER
 ALLOCATION: 19.72 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: SEPTEMBER 7, 2014

2. TEMPLE CITRUS GROVE
 NAPLES ASSOCIATES V, L L L P
 SEC 1,12 TWP 49,49S RGE 25,25E

APPL. NO. 140321-13
 PERMIT NO. 11-03577-P
 ACREAGE: 132.68
 LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL AND NEW
 CONSTRUCTION/OPERATION)
 RECEIVING BODY: AIRPORT PULLING ROAD CANAL
 LAST DATE FOR AGENCY ACTION: JULY 20, 2014

1. 4 W FARM

RICKY DURRANCE

SEC 22,23 TWP 43S RGE 31E

APPL. NO. 060630-41

PERMIT NO. 26-00310-W

ACREAGE: 108.00

LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL

WATER SOURCE: MYRTLE SLOUGH CANAL

ALLOCATION: 18.2 MILLION GALLONS PER MONTH

LAST DATE FOR AGENCY ACTION: AUGUST 17, 2014

Attachment: IP Issued by ED July 2014 (2018 : Executive Director's Report - Blake Guillory)

1.	BOTANICA ISLES LEE COUNTY HOMES ASSOCIATES I I I L L L P SEC 10, 11, 14, 15 TWP 45S RGE 25E	APPL. NO. 140515-9 PERMIT NO. 36-08210-W ACREAGE: 87.30 LAND USE: LANDSCAPE
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PERMIT TYPE: WATER USE PROPOSED
 WATER SOURCE: SANDSTONE AQUIFER, ON-SITE LAKES
 ALLOCATION: 15.07 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: AUGUST 13, 2014

2.	ESTATES AT ENTRADA ANGEL ARAMIS, L L C SEC 27,28 TWP 43S RGE 24E	APPL. NO. 140127-16 PERMIT NO. 36-06191-W ACREAGE: 102.03 LAND USE: LANDSCAPE
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PERMIT TYPE: WATER USE EXPIRED/PREVIOUSLY PERMITTED
 WATER SOURCE: ON-SITE LAKES, LOWER HAWTHORN AQUIFER
 ALLOCATION: 17.61 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: JULY 20, 2014

1. CAULKINS GROVE
CAULKINS CITRUS COMPANY LTD
SEC 16-21, 28-30 TWP 39S RGE 40E

APPL. NO. 140429-11
PERMIT NO. 43-00360-W
ACREAGE: 3234.00
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
WATER SOURCE: FLORIDAN AQUIFER SYSTEM, SFWMD CANAL (C-44)
ALLOCATION: 521.23 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 18, 2014

Attachment: IP Issued by ED July 2014 (2018 : Executive Director's Report - Blake Guillory)

1. KROME AVENUE EXPANSION - TAMiami TRAIL TO KENDALL APPL. NO. 130213-4
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 6 PERMIT NO. 13-05627-P
SEC 1, 6, 7, 12, 13, 18, 19, 24, 25, 30, 31, 36 ACREAGE: 134.61
TWP 54S RGE 38, 39E LAND USE: HIGHWAY

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION)

RECEIVING BODY: ON-SITE RETENTION

LAST DATE FOR AGENCY ACTION: JULY 22, 2014

1. HORIZON AGGREGATES M L I C ASSET HOLDINGS, L.L.C. SEC 10,15 TWP 35S RGE 36E	APPL. NO. 130815-2 PERMIT NO. 47-00806-W ACREAGE: 496.00 LAND USE: DEWATERING
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PERMIT TYPE: WATER USE RENEWAL
 WATER SOURCE: WATER TABLE AQUIFER
 ALLOCATION: NOT REQUIRED
 LAST DATE FOR AGENCY ACTION: AUGUST 25, 2014

2. RAULERSON AND SONS RANCH RAULERSON AND SONS RANCH INC SEC 5 TWP 35S RGE 34E	APPL. NO. 131021-9 PERMIT NO. 47-00815-W ACREAGE: 670.00 LAND USE: AGRICULTURAL
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PERMIT TYPE: WATER USE EXPIRED/PREVIOUSLY PERMITTED
 WATER SOURCE: FLORIDAN AQUIFER SYSTEM, SURFICIAL AQUIFER SYSTEM, ON-SITE LAKES/PONDS
 ALLOCATION: 134.59 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: JULY 30, 2014

Attachment: IP Issued by ED July 2014 (2018 : Executive Director's Report - Blake Guillory)

1. EAGLE LAKE SUBDIVISION PHASE 4 STANDARD PACIFIC HOMES SEC 17 TWP 26S RGE 29E	APPL. NO. 131212-19 PERMIT NO. 49-01967-W ACREAGE: 54.60 LAND USE: DEWATERING
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PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
 WATER SOURCE: WATER TABLE AQUIFER
 ALLOCATION: NOT REQUIRED
 LAST DATE FOR AGENCY ACTION: JULY 28, 2014

2. NO.4 GROVE ORIE N LEE SEC 26,35 TWP 26S RGE 31E	APPL. NO. 140528-14 PERMIT NO. 49-00077-W ACREAGE: 165.00 LAND USE: AGRICULTURAL
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PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
 WATER SOURCE: ON-SITE LAKES/PONDS
 ALLOCATION: 23.2 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: AUGUST 26, 2014

1.	FRENCHMANS CREEK P O A FRENCHMANS CREEK PROPERTY OWNERS ASSOC INC SEC 29,30 TWP 41S RGE 43E	APPL. NO. 140616-6 PERMIT NO. 50-02847-W ACREAGE: 138.00 LAND USE: LANDSCAPE
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PERMIT TYPE: WATER USE RENEWAL
 WATER SOURCE: SURFICIAL AQUIFER SYSTEM, ON-SITE LAKES
 ALLOCATION: 26.66 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: SEPTEMBER 14, 2014

2.	PALM ISLES PALM ISLES MASTER ASSOCIATION INC SEC 21 TWP 45S RGE 42E	APPL. NO. 140428-6 PERMIT NO. 50-02014-W ACREAGE: 120.00 LAND USE: LANDSCAPE
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PERMIT TYPE: WATER USE RENEWAL
 WATER SOURCE: ON-SITE LAKES/PONDS
 ALLOCATION: 23.09 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: SEPTEMBER 14, 2014

Attachment: IP Issued by ED July 2014 (2018 : Executive Director's Report - Blake Guillory)