



South Florida Water Management District

GOVERNING BOARD MONTHLY MEETING AGENDA

This meeting is open to the public

March 13, 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. Recognition of Loxahatchee Mitigation Bank and Tetra Tech - Presented by Dan DeLisi, Chief of Staff, and Jonathan Weiss, President at Tetra Tech CES
4. Employee Recognitions - Presented by Blake Guillory, Executive Director
 - February Employee of the Month - Jennifer Leeds, Lead Project Manager, Office of Everglades Policy and Coordination
 - February Team of the Month - Water Quality Monitoring Field Quality Assurance Team

- March Employee of the Month - Jeff Giddings, Principal Scientist, Water Resources Division
 - March Team of the Month - Modeling Server Virtualization Team
5. Agenda Revisions - Jacki McGorty, District Clerk
 6. Abstentions by Board Members from items on the Agenda
 7. Water Resources Advisory Commission (WRAC) Report - Tim Sargent, Chair
 8. Big Cypress Basin Board Report - Rick Barber, 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.**

9. Public Comment on Consent Agenda
10. Pull Items for Discussion from Consent Agenda
11. Board Comment on Consent Agenda
12. Approval of the Minutes
13. Waivers for Water Resources Advisory Commission members pursuant to Section 112.313, Florida Statutes
14. Regulatory Consent Items
 - *Consent Orders*
 - **Musca Properties, LLC; Renaissance Center (Lee County)** - Settlement of an enforcement action regarding unpermitted construction of a building and parking lot.
 - **Osceola County; Osceola Parkway Phase 2 Roadway Widening (Osceola County)** - Settlement of an enforcement action regarding non-compliance with permit conditions.
 - **Northlake ACLF; Northlake A C L F Phase One (Palm Beach County)** - Settlement of an enforcement action regarding unpermitted clearing of vegetation and placement of fill.
 - *Conservation Easements, Amendments and Releases*
 - **Venetian Acres, LLC, Venetian Acres LLC - Polo Club (Martin County)** - Staff recommends the approval of a request for the release of a conservation easement over 52.66 acres of wetlands and uplands as part of a previously permitted ranchette development in Martin County known as Venetian Acres LLC - Polo Club. The Environmental Resource Permit (43-00092-S-07) for Venetian Acres LLC - Polo Club will be rescinded at the new owner's request since the development will not be moving forward and no works under the development permit have occurred. The existing agricultural operation will continue under a separate permit to be transferred to the new owner.
 - **KB Home Orlando, LLC, Enclave at Tapestry (Osceola County)** - Staff recommends the approval of a request for the partial release of a conservation easement to allow for the construction of the Enclave at Tapestry Application No. 131112-10 in Osceola County. The existing easement was recorded in accordance with the Tapestry Permit No. 49-01654-P and the underlying property is owned by

the applicant. Compensation for the removal of the 2.52 acres from the conservation area is offset by 1.49 mitigation credits from the Latham Park Mitigation Ledger.

15. Right of Way Regulatory Consent Items

- Right of Way Occupancy New Permits
- Staff recommends approval of a request by Myelin Group, LLC (Application Number 13-0722-1) for authorizing open channel connection and dredging for the construction of adjacent upland marina basin and rip-rap bank stabilization within the north right of way of the old Pompano Canal located approximately 600' downstream of G-57 in Broward County.

16. **Resolution No. 2014 - 0301** Approving release of canal and road reservations; providing an effective date. (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.

- Release of District canal and road reservations for William B. Layne and Julie G. Layne and Jami L. Layne (File No. 18570) for 0.20 acres in Palm Beach County.
- Release of TIITF canal reservation for Fidel Suarez (File No. 2-14-1) for 2.5 acres in Miami-Dade County.
- Release of TIITF canal reservation for Global Real Estate Holding Group, LLC (File No. 2-14-2) for 0.03 acre in Miami-Dade County.
- Release of TIITF canal reservation for Intradeco Apparel, Inc. (File No. 1-14-3) for 10.0 acres in Miami-Dade County.
- Release of TIITF canal reservation for FDG Flagler Station 1, LLC. (File No. 3-14-3) for 21.82 acres in Miami-Dade County.

17. **Resolution No. 2014 - 0302** Approving conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement containing 8.28 acres, more or less, in Section 14, Township 43 South, Range 27 East, to Lee County at no cost. (OMC, Kathy Massey, ext. 6835)

Summary

Lee County has requested the District convey a Perpetual Surfacewater, Groundwater and Maintenance Easement, at no cost, for the County's Daniels Preserve at Spanish Creek project. The County received a \$205,000 grant from the District to restore portions of Bob Jane Preserve and Daniels Preserve at Spanish Creek. Hydrological restoration projects on both properties will assist the County in reaching goals outlined in the County approved land management plans.

Staff Recommendation

A Resolution of the Governing Board of the South Florida Water Management District approving conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement, containing 8.28 acres, more or less, in Section 14, Township 43 South, Range 27 East, to Lee County at no cost; providing an effective date.

18. **Resolution No. 2014 - 0303** Approving the ten year update of the Kissimmee Chain of Lakes General Management Plan (2014-2024). (OMC, Steve Coughlin, ext. 2603)

Summary

Section 373.591, Florida Statutes, and Section 140.25(6)(b), South Florida Water Management District Policies Code, direct the District to develop a General Management Plan that follows a designated format and provides recommended management actions for Land Stewardship Management Areas. The District updates these plans every ten (10) years concurrent with conducting a multi-party land management review of the subject property which is consistent with the timeframe and process followed by State agencies. The management plan describes the historical, physical, and ecological aspects of the property, existing public recreational opportunities, and the various land management functions necessary to properly manage the area. The purpose of the management plan is to provide guidance to District land managers for the implementation of appropriate and consistent land management practices, to identify goals and objectives for the management of the property, and to present the findings of the land management review team.

Staff Recommendation

Staff recommends approval of the updated Kissimmee Chain of Lakes General Management Plan (2014-2024) in accordance with Section 373.591, Florida Statutes.

19. Authorize entering into an Agreement with Broward County for the S-9 Pump Station Access Bridge replacement project, in an amount not to exceed \$800,000, for which ad valorem funds of \$100,000 are budgeted in FY14 and the remainder, up to a maximum of \$700,000, is subject to Governing Board approval of the FY15-FY16 budgets. (OMC, John Mitnik, ext. 2679)

Summary

The S-9 Pump Station Access Bridge was completed in 1957 by the United States Army Corps of Engineers (USACE). The bridge is located at the western terminus of Griffin Road in western Broward County and provides access to the S-9/S-9A Pump Stations and Everglades Holiday Park over the L-37/L-33 borrow canals. Located southwest of the S-9/S-9A Pump Stations is Everglades Holiday Park which is owned, operated and maintained by Broward County. Broward County desires to replace the existing S-9 Access Bridge with a two (2) lane bridge providing separate lanes for incoming and outgoing traffic with an integrated pedestrian sidewalk.

Staff Recommendation

Staff recommends approval to enter into a cooperative agreement with Broward County to provide contributory funds for the design and construction of the S-9 Access Bridge and the identification of operation and maintenance responsibilities for the bridge.

20. **Resolution No. 2014 - 0304** Approval of Land Exchange Agreement in Settlement of Eminent Domain (Condemnation) Action Pura C. Pol (Tract No. 09-005-049)

Summary

The South Florida Water Management District ("District") has been involved in numerous eminent domain (condemnation) actions to carry out the Critical CREW Project authorized by Section 373.1501, Florida Statutes. A proposed settlement of

the above-referenced eminent domain action has been reached that would complete acquisition of Tract No. 09-005-049 (5 acres) at no additional acquisition cost to the District by way of a land exchange agreement, in cooperation with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The Land Exchange Agreement calls for exchanging Tract No. 09-005-098 (5 acres) for Tract No. 09-005-049 (5 acres). Tract No. 09-005-098 was previously acquired with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida utilizing Conservation and Recreation Lands ("CARL") Trust Funds. However, Tract No. 09-005-098 is located outside of the current boundary of the Critical CREW Project. The tract being acquired (Tract No. 09-005-049) is located within the current boundary of the Critical CREW Project and exceeds the conservation and other objectives for which Tract No. 09-005-098 was originally acquired. There is a \$10,000 difference in the appraised value of these two tracts, but Pura C. Pol, the landowner of Tract 09-005-049, has agreed to make an equalization payment of \$10,000 at closing which will be credited or paid to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida since Tract 09-005-098 was previously acquired utilizing CARL Trust Funds.

Staff Recommendation

Staff recommends approval. The proposed settlement by way of a land exchange would complete condemnation of 5 acres needed for the Critical CREW Project in Lee County without incurring additional acquisition costs, attorneys' fees, interest expenses, expert fees, or other costs. This settlement resolves all claims for compensation from the District, avoiding the uncertainties associated with a jury trial, and the District's expenditure of funds to pay both the District's and the landowner's legal costs associated with a jury trial. Moreover, the land exchange would replace 5 acres (Tract 09-005-098) previously acquired that is outside of the current Critical CREW Project boundary with 5 acres (Tract 09-005-049) within the current Critical CREW Project boundary. Furthermore, Tract 09-005-049 exceeds the conservation and other objectives for which Tract 09-005-098 was originally acquired by the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida utilizing CARL Trust Funds.

21. **Resolution No. 2014 - 0305** Authorizing a settlement with Beverly Miller for the purpose of resolving a charge of discrimination, filed with the U.S. Equal Employment Opportunity Commission; as well as any and all claims of discrimination arising out of Miller's employment. (OC, Eileen Coates, ext. 6208)

Summary

A Resolution of the Governing Board of the South Florida Water Management District to authorize a settlement and release agreement with Beverly Miller for \$5,054.20 to resolve a charge of discrimination filed with the U.S. Equal Employment Opportunity Commission, EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of Miller's employment; providing an effective date.

Staff Recommendation

Staff recommends authorization of the settlement and release agreement with Beverly Miller for \$5,054.20 to resolve the charge of discrimination filed with the U.S. Equal Employment Opportunity Commission, EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of

Miller's employment; providing an effective date.

22. **Resolution No. 2014 - 0306** Advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly. (AS, Mike Smykowski, ext. 6295).

Summary

This request is for Governing Board approval of a resolution advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities associated with moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly; and extending the reimbursement timeframe to include the fourth quarter of Fiscal Year 2013; providing an effective date.

Staff Recommendation

Staff recommends approval of the Resolution advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly; and extending the eligible time period for cost reimbursement from July 1, 2013 through September 30, 2014.

23. **Resolution No. 2014 - 0307** Authorizing the recording of the disposition of fixed assets during Fiscal Year 2013. (AS, Chris Flierl, ext. 6078)

Summary

In accordance with Florida Statutes, the Governing Board has the authority and responsibility over the acquisition, management, and disposal of all District fixed assets. A "fixed asset" is defined as any item of property that is tangible in nature, costs \$1,000 or more, and has a useful life of more than one year. In fiscal year 2013, a total of 560 assets, with a combined book value of \$648,014, were removed from the District's fixed asset records. For these assets, the District received \$122,155 in sales proceeds resulting in a net loss on disposal of \$525,860. Assets are disposed of for several reasons including obsolescence, excessive maintenance costs, broken or no longer necessary to further the District's mission, as well as assets that cannot be located. A detailed schedule of all fixed assets disposed of in FY2013 has been filed with the District Clerk's Office.

Staff Recommendation

District staff recommends that the Governing Board exercise its authority and responsibility under Chapter 274.07, Florida Statutes and the District fixed asset policy (Article V, Section 110-66) requiring that the disposition of fixed assets be recorded in the minutes of the Governing Board.

24. **Resolution No. 2014 - 0308** Authorize entering into a purchase order with Software House International, Inc. for a three year Microsoft Enterprise agreement, for the time period June 1, 2014 – May 31, 2017, using State of Florida Contract #252-001-09-1, in the amount of \$685,000 annually for which ad valorem funds in the amount of \$685,000 are budgeted in FY14 and the remainder is subject to Governing Board Approval of the FY15 and FY16 budgets. (AS, Duane Piper, ext. 2638)

Summary

The Microsoft Enterprise Agreement will allow for the continuation of software licensing and support for Microsoft desktop and Windows server licenses for the time period June 1, 2014 through May 31, 2017. The annual amount is \$685,000. The agreement will be procured through Software House International, Inc., an authorized Microsoft reseller, utilizing the State of Florida Contract #252-001-09-1.

Staff Recommendation

Authorize entering into a purchase order with Software House International, Inc. for a three year Microsoft Enterprise Agreement for the time period June 1, 2014 - May 31, 2017, using State of Florida Contract #252-001-09-1, in the amount of \$685,000 annually for which ad valorem funds in the amount of \$685,000 are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets.

25. Board Vote on Consent Agenda
26. General Public Comment
27. Board Comment

Discussion Agenda

28. Technical Reports

A) Water Conditions Report - Tommy Strowd, Assistant Executive Director, Operations, Maintenance & Construction (ext. 6998)

B) Ecological Conditions Report - Terrie Bates, Division Director, Water Resources Division (ext. 6952)

29. South Florida Water Management District's Financial Capability for the Central Everglades Planning Project -Tom Teets, Office Chief, Federal Policy & Coordination (ext. 6993)

Summary

This presentation will provide an example scenario demonstrating SFWMD's financial capability to be sponsor for the Central Everglades Planning Project (CEPP), along with assumptions and conditions that will be included in the self-certification of financial capability submitted to the USACE. Prior to completion of the Chief of Engineers' Report and submittal of a Federal Project plan to Congress for authorization, the U.S. Army Corps of Engineers (USACE) requires that the Non-Federal Sponsor provide a letter of support for the project and a self-certification of financial capability to provide its required cost-share for implementing the project. The CEPP Project Implementation Report is currently being finalized for submittal to the Chief of Engineers. As such, the SFWMD will be asked to provide the self-certification of financial capability in April 2014.

Staff Recommendation

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

30. Consideration of Appointment of Special Counsel to the Governing Board - Carolyn S. Ansay, General Counsel, Office of Counsel (ext. 6976)

Summary

The Governing Board's special counsel recently terminated its contract with the District. The Governing Board is being asked to approve and award a contract to another attorney to serve as special counsel.

31. General Public Comment

Staff Reports

32. Monthly Financial Report - Doug Bergstrom, Division Director, Administrative Services Division
33. General Counsel's Report - Carolyn Ansay
34. Executive Director's Report - Blake Guillory
Report on permits issued by authority delegated to the Executive Director from February 1-28, 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, J. Portuondo, K. Powers, T. Sargent, G. Waldman; Executive Director B. Guillory; District attorneys C. Ansay, K. Burns, C. Kowalsky, D. MacLaughlin. (Carolyn S. Ansay, ext. 6976)

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. (Carolyn S. Ansay, ext. 6976)

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 and the Administrative Appeal dated November 15, 2012, by the South Florida Water Management District to Major Phillip May, Regional Administrator, Region IV, Federal Emergency Management Agency (FEMA) of the FEMA decision to deobligate funds for the 2004-2005 Hurricanes. (Carolyn S. Ansay, ext. 6976)

ATTENDEES: Governing Board Members F. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, J. Portuondo, K. Powers, T. Sargent, G. Waldman; Executive Director B. Guillory; District attorneys C. Ansay, K. Burns, C. Kowalsky, D. MacLaughlin. (Carolyn S. Ansay, ext. 6976)

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 Administrative Appeal dated November 15, 2012, by the South Florida Water Management District to Major Phillip May, Regional Administrator, Region IV, Federal Emergency Management Agency (FEMA) of the FEMA decision to deobligate funds for the 2004-2005 Hurricanes. (Carolyn S. Ansay, ext. 6976)

38. Adjourn

February 2014 Employee of the Month
Jennifer Leeds – Lead Project Manager
Office of Everglades Policy and Coordination

As Program Manager for Restoration Strategies, Jennifer is responsible for managing and coordinating all aspects of the District's 12-year \$880 million program. This includes multiple projects intended to work in conjunction with existing STAs to achieve the ultra-low phosphorus water quality standards established for the Everglades.

Jennifer consistently demonstrates a focused and unwavering commitment to ensure projects are planned, approved, budgeted, initiated, executed, completed and reported in compliance with regulatory schedules and District project management standards.

She facilitates and manages meetings with managers, staff and external stakeholders to ensure the program's status, challenges and opportunities are effectively communicated and decisions are made in a timely manner.

Jennifer's commitment, organization, abilities and understanding of all technical aspects of Restoration Strategies have been key to the success of the program's implementation. Congratulations, Jennifer!

**February 2014 Team of the Month
Water Quality Monitoring Field Quality Assurance Team
Water Quality Bureau**

Melvin Burnside

Luis Canedo

Christian Chauvin

Ming Chen

Joe Claude

Jimmy Councilman

Denise Gierhart

Kim Hanes

Joseph Jean-Jacques

Tonya Jilek

Jim Lappert

Kristin Larson

John Moorman

Kevin Nicholas

Matt Powers

Brad Robbins

Chris Scharkopf

Bob Stickler

Karl Strayer

Danielle Tharin

Tammy Ward

Brent Warner

Lori Wenkert

Erik Wollmar

During 2013, this team created a Field Sampling Workshop for environmental consulting firms who conduct work under the Environmental Risk Assessment Contract. By using water quality staff rather than contractual services to ensure correct sampling methodologies, the District saved \$50,000.

An electronic version of the Field Sampling Quality manual was developed, giving field staff instant access to water quality plans, instrument manuals and standard operating procedures while sampling from remote sites. The tool improved troubleshooting problems and reduced site down time, resulting in fewer missed samples.

Additionally, the team implemented a new electronic data storage protocol for field data records and worked with DEP to change the Florida Administrative Code to allow electronic storage of documentation. This will result in the elimination of offsite storage for hundreds of boxes of records.

With this new Quality System in place, the District is on the forefront of water sample collection quality management. Congratulations to our February Team of the Month!

March 2014 Employee of the Month
Jeff Giddings – Principal Scientist
Water Supply Bureau

Jeff serves as our lead technical representative on the most complex groundwater modeling problems. He is involved with all phases of development, implementation and application efforts. His groundwater expertise and project delivery skills are relied upon to address the most challenging questions including planning and regulatory applications.

Jeff was lead modeler to evaluate the effects of groundwater withdrawals from the Floridan Aquifer System, used to help make long-term decisions in meeting the water needs in the Upper and Lower East Coast. He was also lead technical representative for the groundwater modeling aspects of the Central Florida Water Initiative.

Jeff's unique ability to critically evaluate groundwater model results was demonstrated in his review of the USGS' East Central Florida Transient model. His diligence resulted in significant improvements and identified an issue that, left undetected, would have delayed the project several months.

Jeff's project tasks are completed on time and his products are of superior quality. In short, the state of groundwater modeling and its critical role in supporting the agency's core mission would not be what it is today without Jeff's involvement. Congratulations, Jeff!

March 2014 Team of the Month
Modeling Server Virtualization Team
Administrative Services and Water Resources Divisions

Steve Traver

Jared Revo

Billy Meyers

The HESM and IT Modeling Systems Virtualization Team designed and implemented a cutting edge virtual server environment that helped avoid a \$65,000 expenditure for (6) new modeling servers. They accomplished this by providing a flexible server architecture that can be reconfigured to meet our changing needs using existing server hardware.

The virtualized servers perform better and have proven to deliver faster model runs. The built-in flexibility allows us to make rapid changes behind the scenes without the user noticing. The same servers have been reconfigured to meet the needs of several modeling projects including: ECFT, KBMOS, CEPP, CFWI, C-139, and R.S. The team is now in the process of powering down 17 servers which can be repurposed to realize more savings and open opportunities to virtualize more servers.

This cross-bureau team assists IT to provide new technology solutions and gain a better understanding of our business needs. Though the immediate savings to the District is \$65,000, IT estimates the long-term savings at approximately \$200,000. Congratulations, Team!

CONSENT AGENDA TABLE OF CONTENTS
REGULATORY ITEMS FOR GOVERNING BOARD ACTION
March 13, 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.

1. RESPONDENT: MUSCA PROPERTIES, LLC
PROJECT: RENAISSANCE CENTER

SEC 16 TWP 47S RGE 45E LEE COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED CONSTRUCTION OF A
BUILDING AND PARKING LOT

2. RESPONDENT: OSCEOLA COUNTY
PROJECT: OSCEOLA PARKWAY PHASE 2 ROADWAY WIDENING

SEC 5 TWP 25S RGE 29E OSCEOLA COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING NON-COMPLIANCE WITH PERMIT
CONDITIONS

3. RESPONDENT: NORTHLAKE ACLF
PROJECT: NORTHLAKE A C L F PHASE ONE

SEC 14 TWP 42S RGE 41E PALM BEACH COUNTY
SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED CLEARING OF VEGETATION
AND PLACEMENT OF FILL

Attachment: ca_reg_rm_100_sd (1762 : Regulatory Consent Agenda)

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- 1. PERMITTEE: VENETIAN ACRES, LLC
 - PROJECT: VENETIAN ACRES LLC - POLO CLUB

MARTIN COUNTY

APPROVE A RELEASE OF CONSERVATION EASEMENT OVER 52.66 ACRES OF WETLANDS AND UPLANDS AS PART OF A PREVIOUSLY PERMITTED RANCHETTE DEVELOPMENT IN MARTIN COUNTY KNOWN AS VENETIAN ACRES LLC - POLO CLUB. THE ENVIRONMENTAL RESOURCE PERMIT (43-00092-S-07) FOR VENETIAN ACRES LLC - POLO CLUB WILL BE RESCINDED AT THE NEW OWNER'S REQUEST SINCE THE DEVELOPMENT WILL NOT BE MOVING FORWARD AND NO WORKS UNDER THE DEVELOPMENT PERMIT HAVE OCCURRED. THE EXISTING AGRICULTURAL OPERATION WILL CONTINUE UNDER A SEPARATE PERMIT TO BE TRANSFERRED TO THE NEW OWNER.

-
- 2. PERMITTEE: KB HOME ORLANDO, LLC
 - PROJECT: ENCLAVE AT TAPESTRY

OSCEOLA COUNTY

APPROVE A REQUEST FOR THE PARTIAL RELEASE OF A CONSERVATION EASEMENT TO ALLOW FOR THE CONSTRUCTION OF THE ENCLAVE AT TAPESTRY APPLICATION NO. 131112-10 IN OSCEOLA COUNTY. THE EXISTING EASEMENT WAS RECORDED IN ACCORDANCE WITH THE TAPESTRY PERMIT NO. 49-01654-P AND THE UNDERLYING PROPERTY IS OWNED BY THE APPLICANT. COMPENSATION FOR THE REMOVAL OF THE 2.52 ACRES FROM THE CONSERVATION AREA IS OFFSET BY 1.49 MITIGATION CREDITS FROM THE LATHAM PARK MITIGATION LEDGER.

Attachment: ca_reg_rm_100_sd (1762 : Regulatory Consent Agenda)

TABLE OF CONTENTS**RIGHT OF WAY OCCUPANCY CONSENT AGENDA FOR GOVERNING BOARD APPROVAL
March 13, 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.	2

RIGHT OF WAY OCCUPANCY NEW PERMITS

1. MYELIN GROUP, LLC
COUNTY: BROWARD

Permit Number: 14269
Appl No.: 13-0722-1
Fee

AUTHORIZING:
OPEN CHANNEL CONNECTION AND DREDGING FOR THE CONSTRUCTION OF AN ADJACENT UPLAND MARINA BASIN, AND RIP-RAP BANK STABILIZATION WITHIN THE NORTH RIGHT OF WAY OF THE OLD POMPANO CANAL LOCATED APPROXIMATELY 600' DOWNSTREAM OF G-57.

Attachment: ca_om_reg_101_sd (1763 : Right of Way Regulatory Consent Agenda)

MEMORANDUM

TO: Governing Board Members
FROM: Karen Estock, Division Director
DATE: March 13, 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

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

Additional Background

See Memorandum Exhibit "A" and maps attached hereto and made a part hereof, which contains the details and locations of 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.: 18570
 Applicant: William B. Layne, a married man, Julie G. Layne, a single woman and Jami L. Layne, a single woman
 Reserving Deed: E-2957 (DB 717-279, 4/25/1945)
 Fee Paid: \$250.00
 Action: Approve release of District canal and road reservations
 Acres: 0.20 acres, more or less
 Legal Description: Portion of Lot 4, Block 6, Amended Plat of Addition No. 1 FLA-MANGO GROVELETS, PB 21-88, Section 8, Township 44 South, Range 43 East
 Location: 1810 Forest Hill Boulevard, West Palm Beach, Palm Beach County
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office of Everglades Policy and Coordination, Lake Worth Drainage District, Palm Beach County and Florida DOT

File No.: 2-14-1
 Applicant: Fidel Suarez
 Reserving Deed: T-16198 (DB 46-240, 12/24/1908)
 Fee Paid: \$250.00
 Action: Approve release of TIITF canal reservations
 Acres: 2.5 acres, more or less
 Legal Description: E ½ of the W ½ of the S ½ of Block 52, FLORIDA FRUIT LAND'S SUBDIVISION NO. 1, PB 2-17, Section 13, Township 52 South, Range 39 East
 Location: NW 159th Street, Miami-Dade County
 Reviewed by: Miami-Dade Water Control Section, Miami-Dade County and Florida Department of Transportation (no internal review needed due to size and land use)

File No.: 2-14-2
 Applicant: Global Real Estate Holding Group, LLC, a Florida limited liability company
 Reserving Deed: T-16198 (DB 46-240, 12/24/1908)
 Fee Paid: \$250.00
 Action: Approve release of TIITF canal reservations
 Acres: 0.03 acre, more or less
 Legal Description: Unit 205, Building 17, SHOMA HOMES AT COUNTRY CLUB OF MIAMI ONE, a Condominium, OR 20347-4381, as amended, Section 11, Township 52 South, Range 40 East
 Location: 17620 NW 73rd Avenue, Unit 205-17, Hialeah, Miami-Dade County
 Reviewed by: No routing required, due to size and use

File No.: 1-14-3
 Applicant: Intradeco Apparel, Inc., a Florida corporation, successor by merger to Pensal Investments LLC, a Florida limited liability company
 Reserving Deed: T-16284 (DB 50-407, 5/28/1910)
 Fee Paid: \$250.00
 Action: Approve release of TIITF canal reservations
 Acres: 10.0 acres, more or less
 Legal Description: Lot 3, Block 3, BEACON STATION SECOND ADDITION, PB 156-39, Section 6, Township 53 South, Range 40 East
 Location: 9500 NW 108th Avenue, Miami, Miami-Dade County
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office of Everglades Policy and Coordination, and Miami-Dade County

File No.: 3-14-3
 Applicant: FDG Flagler Station 1, LLC
 Reserving Deed: T-16284 (DB 50-407, 5/28/1910)
 Fee Paid: \$250.00
 Action: Approve release of TIITF canal reservations
 Acres: 21.82 acres, more or less
 Legal Description: Lot 3, and a portion of Lot 2, GRAN PARK THIRD ADDITION, PB 149-9, a portion of Lot 3 and Lot 4, Block 9, BEACON STATION FOURTH ADDITION, PB 159-92, Lot 1, Block 4, BEACON STATION FIRST ADDITION, PB 155-79, Section 53, Township 52 South, Range 40 East
 Location: 10505 NW 112th Avenue and 11690 NW 105th Street, Miami-Dade County
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office of Everglades Policy and Coordination, Miami-Dade Water Control Section and Miami-Dade County

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0301

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

WHEREAS, certain underlying landowners have requested that the South Florida Water Management District (District) release certain canal 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 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 13th day of March, 2014.

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

Chairman

Attest:

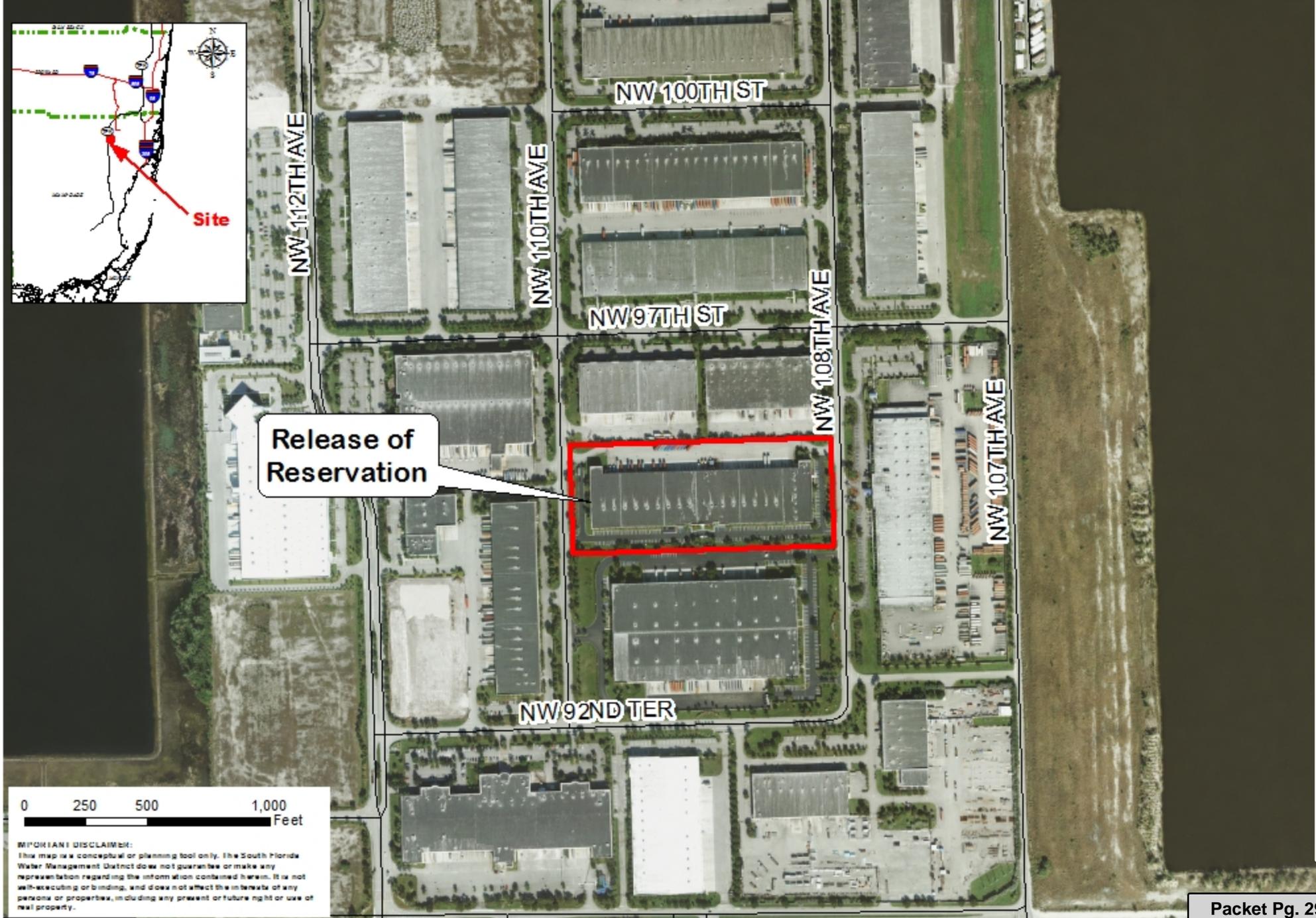
Legal form approved:
By:

District Clerk/Secretary

Office of Counsel

Print name:

1-14-3 Miami-Dade County



Release of
Reservation



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 or use of real property.

2-14-2 Miami-Dade County



Attachment: GB_2014-2-2-14-2 (Resolution No. 2014 - 0301 : Release of Reservations)

For copies of this map: \\arc_data\maps\ReleaseOfReservations\GB_2014-2-2-14-2.mxd, created on 2/20/2014 by st. Contact the Real Estate Section.

18570 Palm Beach County



IMPORTANT DISCLAIMER:
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RESOLUTION - EXHIBIT "A"

RELEASE OF DISTRICT CANAL AND ROAD RESERVATIONS:

File No.: 18570
 Applicant: William B. Layne, a married man, Julie G. Layne, a single woman and Jami L. Layne, a single woman
 Reserving Deed: E-2957 (DB 717-279, 4/25/1945)
 Acres: 0.20 acres, more or less
 Legal Description: Portion of Lot 4, Block 6, Amended Plat of Addition No. 1 FLA-MANGO GROVELETS, PB 21-88, Section 8, Township 44 South, Range 43 East
 Location: 1810 Forest Hill Boulevard, West Palm Beach, Palm Beach County

RELEASE OF TIITF CANAL RESERVATIONS:

File No.: 2-14-1
 Applicant: Fidel Suarez
 Reserving Deed: T-16198 (DB 46-240, 12/24/1908)
 Acres: 2.5 acres, more or less
 Legal Description: E ½ of the W ½ of the S ½ of Block 52, FLORIDA FRUIT LAND'S SUBDIVISION NO. 1, PB 2-17, Section 13, Township 52 South, Range 39 East
 Location: NW 159th Street, Miami-Dade County

File No.: 2-14-2
 Applicant: Global Real Estate Holding Group, LLC, a Florida limited liability company
 Reserving Deed: T-16198 (DB 46-240, 12/24/1908)
 Acres: 0.03 acre, more or less
 Legal Description: Unit 205, Building 17, SHOMA HOMES AT COUNTRY CLUB OF MIAMI ONE, a Condominium, OR 20347-4381, as amended, Section 11, Township 52 South, Range 40 East
 Location: 17620 NW 73rd Avenue, Unit 205-17, Hialeah, Miami-Dade County

File No.: 1-14-3
 Applicant: Intradeco Apparel, Inc., a Florida corporation, successor by merger to Pensal Investments LLC, a Florida limited liability company
 Reserving Deed: T-16284 (DB 50-407, 5/28/1910)
 Acres: 10.0 acres, more or less
 Legal Description: Lot 3, Block 3, BEACON STATION SECOND ADDITION, PB 156-39, Section 6, Township 53 South, Range 40 East
 Location: 9500 NW 108th Avenue, Miami, Miami-Dade County

File No.: 3-14-3
 Applicant: FDG Flagler Station 1, LLC
 Reserving Deed: T-16284 (DB 50-407, 5/28/1910)
 Acres: 21.82 acres, more or less
 Legal Description: Lot 3, and a portion of Lot 2, GRAN PARK THIRD ADDITION, PB 149-9, a portion of Lot 3 and Lot 4, Block 9, BEACON STATION FOURTH ADDITION, PB 159-92, Lot 1, Block 4, BEACON STATION FIRST ADDITION, PB 155-79, Section 53, Township 52 South, Range 40 East
 Location: 10505 NW 112th Avenue and 11690 NW 105th Street, Miami-Dade County

2-14-1 Miami-Dade County



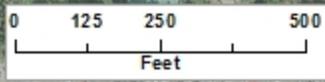
Release of
Reservation

NW 159TH ST

NW 157TH ST

NW 122ND AVE

NW 117TH AVE



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3-14-3 Miami-Dade County



0 125 250 500 Feet

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Attachment: GB_2014-3-14-3 (Resolution No. 2014 - 0301 : Release of Reservations)

For copies of this map (file: data\maps\ReleaseOfReservations\GB_2014-3-14-3.mxd), created on 25/2014 by af, Contact the Real Estate Section.

MEMORANDUM

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: March 13, 2014

SUBJECT: Conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement to Lee County

Summary

Lee County has requested the District convey a Perpetual Surfacewater, Groundwater and Maintenance Easement, at no cost, for the County's Daniels Preserve at Spanish Creek project. The County received a \$205,000 grant from the District to restore portions of Bob Jane Preserve and Daniels Preserve at Spanish Creek. Hydrological restoration projects on both properties will assist the County in reaching goals outlined in the County approved land management plans.

Staff Recommendation

A Resolution of the Governing Board of the South Florida Water Management District approving conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement, containing 8.28 acres, more or less, in Section 14, Township 43 South, Range 27 East, to Lee County at no cost; providing an effective date.

Additional Background

See Exhibit "A" and map attached hereto and made a part hereof, which contains the location of the Easement to be conveyed.

Core Mission and Strategic Priorities

Pursuant to Section 373.056 of the Florida Statutes, the Governing Board of the District may convey to any governmental entity, land or rights in land owned by such district not required for its purposes under terms and conditions determined by the Board.

Funding Source

District funds were used to purchase the underlying fee title in 1963 for C-43 project.

Staff Contact and/or Presenter

Kathy Massey, ext. 6835

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0302

A Resolution of the Governing Board of the South Florida Water Management District approving conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement containing 8.28 acres, more or less, in Section 14, Township 43 South, Range 27 East, to Lee County at no cost; providing an effective date.

WHEREAS, Lee County has requested that the South Florida Water Management District (District) convey a Perpetual Surfacewater, Groundwater and Maintenance Easement for the County's Daniels Preserve at Spanish Creek project;

WHEREAS, the County received a \$205,000 grant from the District to restore portions of Bob Jane Preserve and Daniels preserve at Spanish Creek. Hydrological restoration projects on both properties will assist the County in reaching goals outlined in the County approved land management plans;

WHEREAS, because said restoration projects are for the benefit of the public, Lee County has requested that the District convey the easement at no cost;

WHEREAS, pursuant to Section 373.056 of the Florida Statutes, the Governing Board of the District may convey to any governmental entity, land or rights in land owned by such district not required for its purposes under terms and conditions determined by the Board.

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 conveyance of a Perpetual Surfacewater, Groundwater and Maintenance Easement, at no cost to Lee County, as described in Exhibit "A", attached hereto and made a part hereof.

Section 2. The Governing Board hereby authorizes the Chair to execute the easement document.

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

PASSED and ADOPTED this 13th day of March, 2014.

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

Chairman

Attest:

Legal form approved:

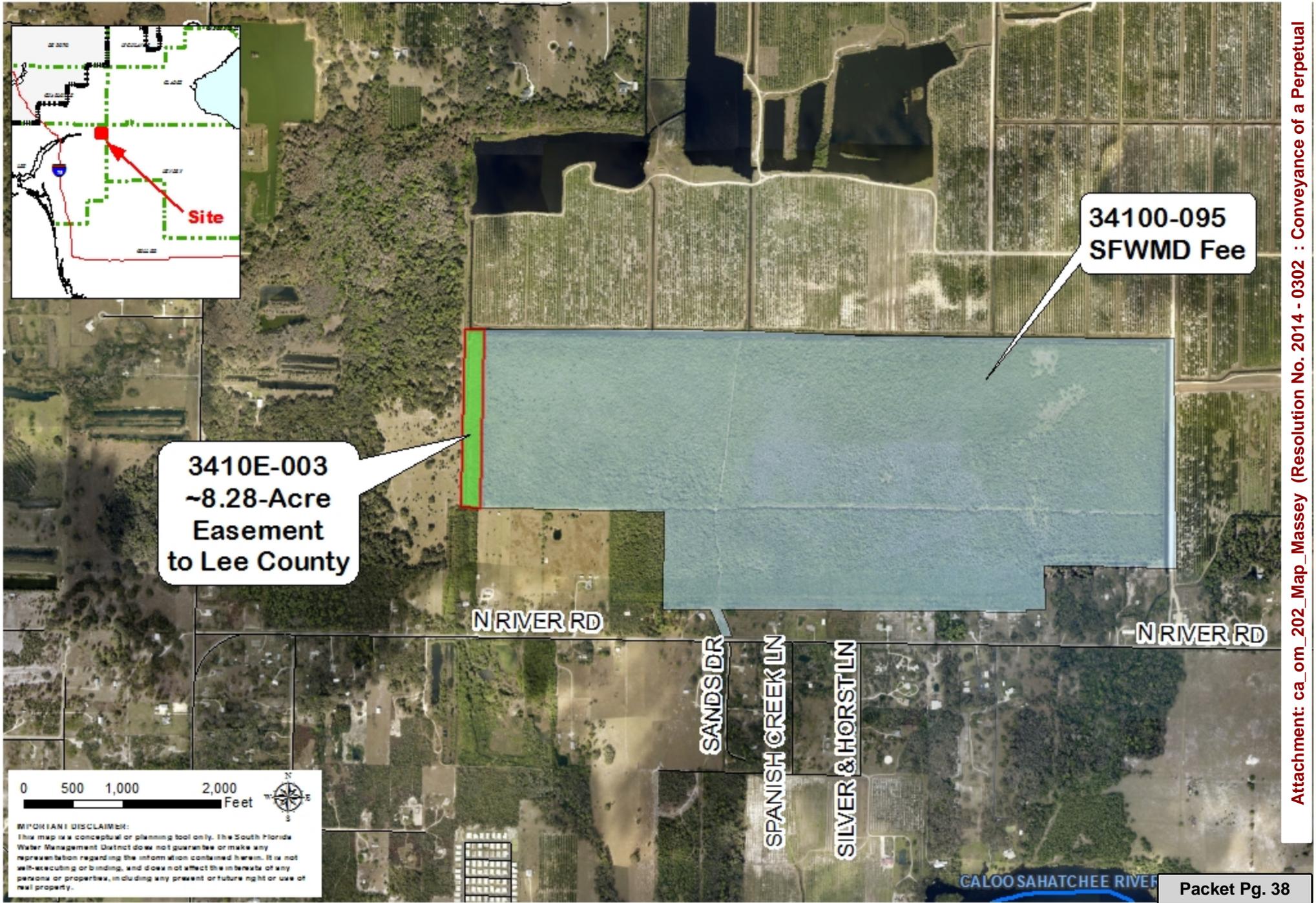
By:

District Clerk/Secretary

Office of Counsel

Print name:

Conveyance to Lee County



3410E-003
~8.28-Acre
Easement
to Lee County

34100-095
SFWMD Fee

0 500 1,000 2,000
Feet

IMPORTANT DISCLAIMER:
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Exhibit "A"

This Instrument Prepared by:
 Division of County Lands
 Post Office Box 398
 Fort Myers, Florida 33902-0398
 Project: Daniels Preserve at Spanish Creek, Project No. 8538
 Part of STRAP No.: 14-43-27-00-00001.0030

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL SURFACEWATER, GROUNDWATER, AND MAINTENANCE EASEMENT

This GRANT OF PERPETUAL SURFACEWATER, GROUNDWATER, AND MAINTENANCE EASEMENT (hereinafter "Easement"), is made and entered into this 18 day of Feb. 2014, between **SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity existing under Chapter 373 Florida Statutes**, whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is P.O. Box 24680, West Palm Beach, Florida 33416-4680, hereinafter "**GRANTOR**", and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter "**GRANTEE**":

WITNESSETH:

1. In consideration of the sum of one dollar and other good and valuable consideration receipt of which is hereby acknowledged, **GRANTOR** hereby grants and conveys to the **GRANTEE**, a perpetual non-exclusive surfacewater, groundwater, and maintenance easement in accordance with the terms, conditions, and provisions hereinafter provided, with respect to real property situated in Lee County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Parcel").

2(A) **GRANTEE** is granted under this Easement the right, privilege, and authority to construct, replace, renew, extend, and maintain pumping facilities and piping, together with, all necessary appurtenances, to be located on, under, across, and through the Easement Parcel in accordance with South Florida Water Management District (SFWMD) authorizations, and subsequent modifications to the authorizations (hereinafter collectively referred to as the "SFWMD Authorizations").

2(B) **GRANTEE**, is granted under this Easement the right, privilege, and authority, to construct, replace, renew, extend and maintain a canal system, together with all necessary appurtenances, to be located on, under, across and through the Easement Parcel, with the additional right, privilege and authority to remove, replace, repair said system, and to trim and remove and dispose of dirt, rocks, roots, trees, shrubs, bushes, plants and aquatic vegetation and remove fences or other improvements which may affect the flow capacity of said canal.

2(C) **GRANTEE** is granted under this Easement the right, privilege, and authority to construct, maintain and replace fencing around the facilities installed hereunder, provided **GRANTOR** is provided means to access to all areas of the Easement Parcel at all times

2(D) Permitting and all costs associated with respect to the aforesaid authority, rights and privileges are the sole responsibility of the **GRANTEE**.

3. The Easement will be limited to the Easement Parcel. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed in Easement Parcel at any time, present or future, by **GRANTOR**.

4. The **GRANTOR** makes no express or implied warranty or representation with respect to the title to the Easement Parcel or the condition or suitability of the Easement Parcel and/or any improvements located thereon for the **GRANTEE's** intended use. The **GRANTEE** accepts the property in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, subject to all matters including but not limited to title, land use, zoning, restrictions, prohibitions and other regulations and/or requirements imposed by governmental authority, taxes, access, ingress or egress, physical conditions, cultural resources, suitability for use, environmental conditions, and conditions with respect to hazardous waste, hazardous substances, or pollutants (as defined or regulated under applicable law) that may be located on, under or adjacent to the property. The Easement Parcel, and **GRANTEE'S** activities with respect thereto, shall be subject to all applicable Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements, including but not limited to the SFWMD Authorizations, and the conveyance of this Easement by the **GRANTOR** to the **GRANTEE** shall not constitute a waiver by the

GRANTOR of the obligation of the **GRANTEE** to comply with all Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements and the **GRANTEE** acknowledges that there is no guaranty **GRANTEE** will receive any required permits under Chapter 373, Florida Statutes and/or Chapter 40E, Florida Administrative Code.

5. Notwithstanding anything contained herein to the contrary, **GRANTEE** shall not impede in any manner the conveyance of water through the drainage ditch within the Easement Parcel which serves as an outfall from parcels located north of the Easement Parcel.

6 (A) **GRANTEE** agrees to be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

6(B) Any non-governmental entity contractors and subcontractors utilized by the **GRANTEE** in connection with activities undertaken in connection with this Easement must: (i) carry adequate liability insurance which names **GRANTOR** as an additional insured under such contractor's liability insurance and (ii) provide the same indemnification coverage in favor of the **GRANTOR** that the contractor is providing to the **GRANTEE**.

7. Title to any drainage facilities constructed in the Easement Parcel will remain in the **GRANTEE**

8. **GRANTEE** shall not have the right to assign this Easement, or any of **GRANTEE's** rights hereunder, without the prior written consent of **GRANTOR**, which consent may be withheld in **GRANTOR's** sole discretion. This Easement may not be modified or amended except by written instrument executed by **GRANTOR** and **GRANTEE** which is recorded in the public records of Lee County, Florida.

9. **GRANTEE** shall keep the Easement Parcel free from any liens, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by **GRANTEE**. **GRANTEE** shall not have any authority to incur liens for labor or material with respect to the Easement Parcel. In the event that **GRANTEE** shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, **GRANTOR** shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by **GRANTOR**, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to **GRANTOR** by **GRANTEE** on demand.

10. Time is of the essence with respect to every term, condition, and provision of this Easement.

11. Failures or waivers to enforce any covenant, condition, term, or provision of this Easement by the parties shall not operate as a discharge of or invalidate such covenant, condition, term, or provision, or impair the enforcement rights of the parties, nor shall it be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, term, provision, or right but the same shall remain in full force and effect.

12. This Easement states the entire understanding between the parties concerning the subject matter of this Easement and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

13. In the event that **GRANTEE** ceases to utilize the Easement for the purposes contemplated hereunder, then, at the request of the **GRANTOR**, this Easement shall be terminated and title will revert back to **GRANTOR**.

14. This Easement shall run with the land, and will be binding upon the parties hereto, their successors, permitted assigns of **GRANTEE**, and all subsequent fee owners of the Easement Parcel.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be executed on the date and year first above written.

(Corporate Seal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
By its Governing Board

Attest: _____
Jacki McGorty, Secretary

By: _____
Dan O'Keefe, Chairman

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Dan O'Keefe as Chair and Jacki McGorty as Secretary, of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the District, who are personally known to me or have produced _____ as identification.

Notary Public
Print: _____
My Commission Expires: _____

Approved accepted, and agreed to for and on behalf of Lee County, Florida, this 18th day of February, 2014.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

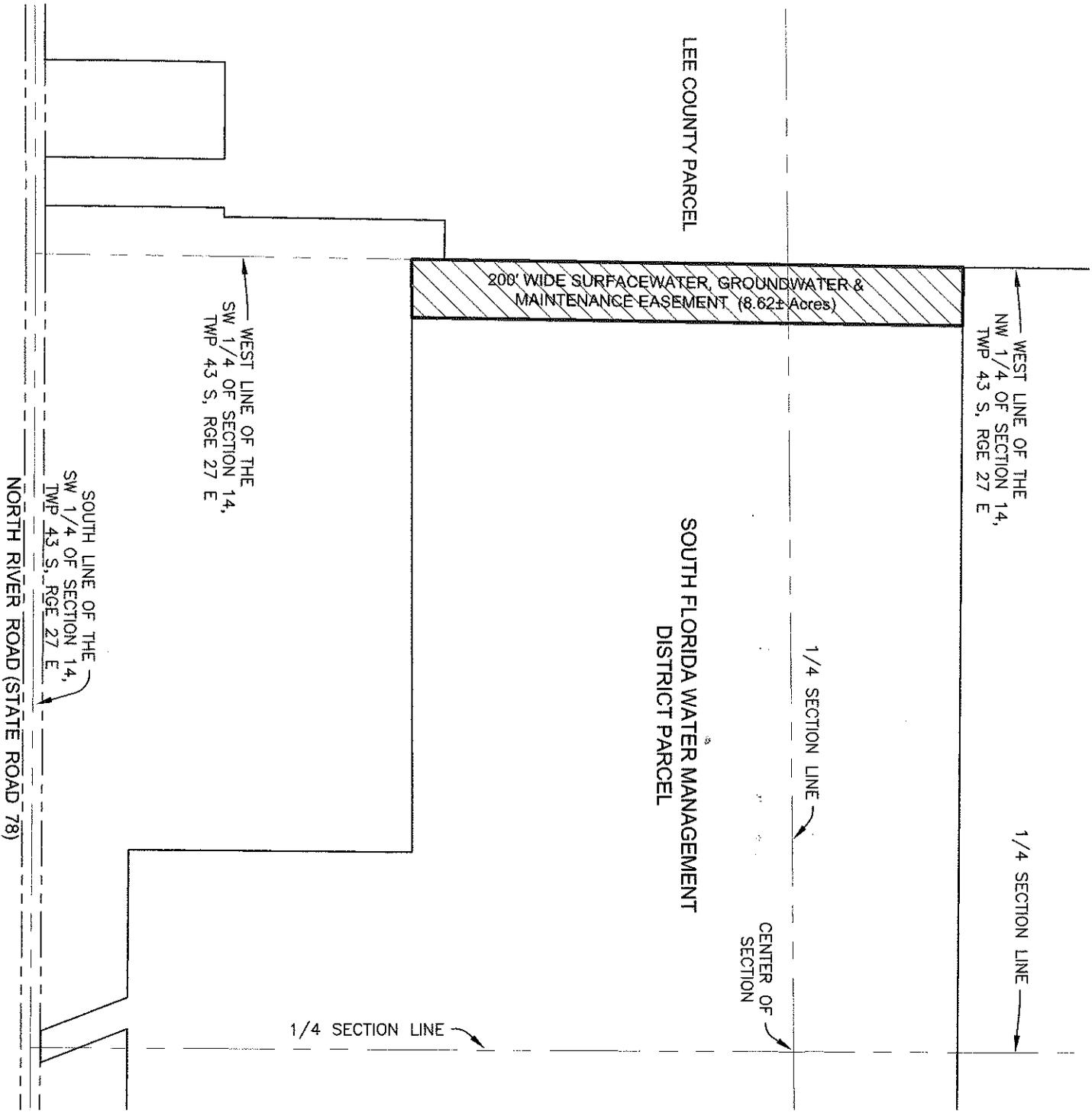
BY: Marcia Wilson
Deputy Clerk

BY: Brian Hanna
Vice Chair



APPROVED AS TO FORM

BY: John Keegan
Office of the County Attorney



LEGAL DESCRIPTION

THE WEST 200 FEET OF THE SOUTH 3160 FEET OF THE SOUTH THREE-QUARTERS (S 3/4) OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 27 EAST, **LESS, HOWEVER**, THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER (S 1/2 OF SW 1/4) AND THE SOUTH 330 FEET OF THE SOUTHEAST ONE-QUARTER (SE 1/4), CONTAINING 8.62 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Judith H. McCarrrier
 JUDITH H. MCCARRRIER
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA LICENSE NO. 6021
 DATE: 10-10-13

JHM
 J.H. McCARRIER LAND SURVEYING, INC.
 Licensed Business No. 7027
 2460 SUNRISE BOULEVARD
 FORT MYERS, FLORIDA 33907
 Phone: (239) 277-7821 • Fax: (239) 277-7829

PROJECT: **EXHIBIT "A"**
SKETCH AND LEGAL DESCRIPTION
200' WIDE SURFACEWATER, GROUNDWATER AND MAINTENANCE EASEMENT
 IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 27 EAST

SCALE: AS NOTED
 DATE: OCT. 4, 2013
 FILENAME: dpsc_sfwmdsdrtdwg
 JOB NO.: 13-101
 DRAWN BY: JHM
 CHECKED BY: JHM
 Packet Pg. 43

THIS IS NOT A BOUNDARY SURVEY.

MEMORANDUM

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: March 13, 2014

SUBJECT: Kissimmee Chain of Lakes Ten Year General Management Plan Update, 2014-2024

Summary

Section 373.591, Florida Statutes, and Section 140.25(6)(b), South Florida Water Management District Policies Code, direct the District to develop a General Management Plan that follows a designated format and provides recommended management actions for Land Stewardship Management Areas. The District updates these plans every ten (10) years concurrent with conducting a multi-party land management review of the subject property which is consistent with the timeframe and process followed by State agencies. The management plan describes the historical, physical, and ecological aspects of the property, existing public recreational opportunities, and the various land management functions necessary to properly manage the area. The purpose of the management plan is to provide guidance to District land managers for the implementation of appropriate and consistent land management practices, to identify goals and objectives for the management of the property, and to present the findings of the land management review team.

Staff Recommendation

Staff recommends approval of the updated Kissimmee Chain of Lakes General Management Plan (2014-2024) in accordance with Section 373.591, Florida Statutes.

Core Mission and Strategic Priorities

This Governing Board item supports the District's Natural Systems Strategic Priorities and ensures compliance with Section 373.591, Florida Statutes, which requires Water Management Districts to develop General Management Plans for all District owned conservation, preservation, or recreational lands.

Funding Source

This item does not require the expenditure of additional District funds. Funding for the implementation of the General Management Plan is provided through the District's standard budgetary process.

Staff Contact and/or Presenter

Steve Coughlin, x2603

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0303

A Resolution of the Governing Board of the South Florida Water Management District to approve the ten year update of the Kissimmee Chain of Lakes General Management Plan (2014-2024); providing an effective date.

WHEREAS, the Kissimmee Chain of Lakes Management Area was acquired by the District under the Save Our Rivers, Preservation 2000, and South Florida Water Management District land acquisition programs; and

WHEREAS, Section 373.591, Florida Statutes, and Section 140.25(6)(b), South Florida Water Management District Policies Code, direct the District to develop a General Management Plan for each Land Stewardship Management Area that follows a designated form and provides recommended management for the area; and

WHEREAS, the District updates its General Management Plans every ten (10) years, consistent with State agencies; and

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 ten year update of the Kissimmee Chain of Lakes General Management Plan (2014-2024), copies of which are attached hereto as Exhibit "A".

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

PASSED and **ADOPTED** this 13 day of March, 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:

Exhibit "A"

Kissimmee Chain of Lakes General Management Plan (2014-2024)

Land Stewardship Section
3301 Gun Club Road
West Palm Beach, Florida 33406



*Kissimmee Chain of Lakes
Management Area
Ten-Year
General Management Plan
2014 through 2024*



Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExhA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Kissimmee Chain of Lakes Management Area Ten-Year General Management Plan (2014 through 2024)

March, 2014

Land Stewardship Section
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

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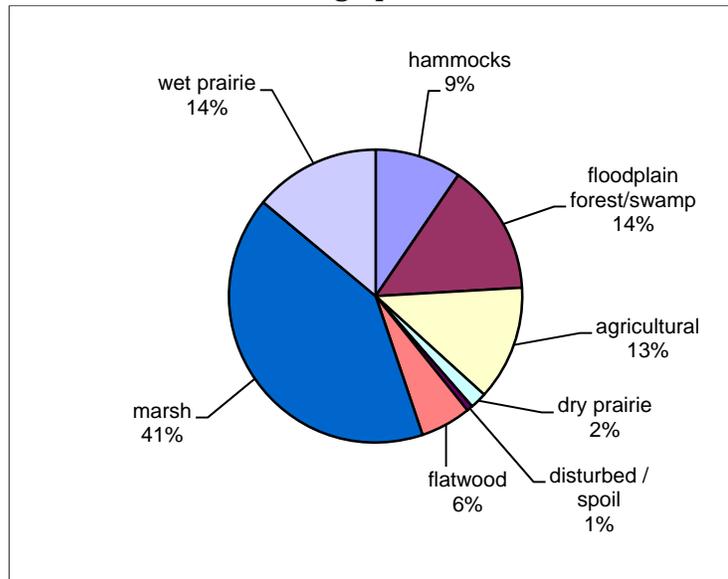
1. Executive Summary

The South Florida Water Management District (District) is directed to acquire and manage lands which are vital to the restoration of the Everglades, the Kissimmee River, the Kissimmee Chain of Lakes and its headwaters. In the early 1990s it was determined that not enough water would be available in the upper chain of lakes to provide year round base flow for the restored Kissimmee River. In response, the District expanded the scope of the Kissimmee River Restoration project to include the acquisition of land around the shoreline of the Kissimmee Chain of Lakes between elevations 52.5 feet and 54.0 feet. To date, 30,807 acres have been purchased in fee-simple and 7,800 acres have been acquired in flowage and conservation easements in Polk and Osceola counties with funding from the Save Our Rivers, Preservation 2000, and Florida Forever programs. This plan addresses management of the parcels acquired in fee-simple by the District and the sovereign submerged lands leased to the District within the project area.

This General Management Plan describes the historical, ecological, and managerial aspects of the area as a means to coordinate effective management programs. The plan serves as a guidance document for the implementation of resource-based land management practices. It also provides information on operational procedures and organizational structures within the District and management activities and objectives for the management area.

NATURAL SETTING

The natural character of the management area is defined by 6 distinct soil categories as classified by the Natural Soil Landscape Positions soil classification system: flats soils, flatwoods soils, knolls, made lands, muck depression soils, and sand depression soils. Living on these soils are 20 distinct plant communities as described by the Florida Natural Areas Inventory. These have been collapsed and summarized in the chart below, excluding open water.



RESOURCE MANAGEMENT

Resource management actions implemented on the management area include:

- Prescribed fire to mimic the natural fire frequency in the fire-dependent natural communities.
- Forestry and vegetation management such as shredding or mowing overgrown understories.
- Wildlife management including surveys, habitat management, and hunting programs.
- Exotic vegetation treatment.
- Monitoring the health of the natural communities and the impact of management practices on them.
- Restoring sites that have previously been altered by drainage and/or agriculture.

RESTORATION PROJECTS

The District is has used in-house funds to finance the restoration of several wetland areas including Gardner-Cobb Marsh, Rough Island, Otter Slough, and the Oasis Marsh. Most of the earthwork for these projects was completed in 2009. Rolling Meadows is being restored with mitigation funds. Current restoration work involves a gradual multi-decade ecological improvement through exotic species control, vegetation management, and prescribed burning. During the plan period grant funding will be sought to support the restoration of an additional 2,500 acres of Gardner-Cobb Marsh wetlands.

MONITORING

The District performs vegetative community monitoring and faunal monitoring associated with the Kissimmee River Restoration Project. Additional faunal monitoring is conducted by the Florida Fish and Wildlife Conservation Commission and the U.S. Fish and Wildlife Service.

PUBLIC USE

Suitable lands and infrastructure for recreational activities including boating, airboating, canoeing, bicycling, camping, equestrian, fishing, hiking, and hunting are provided in the management area.

2. Introduction and Management Plan Purpose

The Kissimmee River Restoration Project was authorized by Congress in the 1992 Water Resources Development Act as a joint partnership between the District and the US Army Corps of Engineers. The project was designed to restore over 40 square miles of river/floodplain ecosystem including 43 miles of meandering river channel and 27,000 acres of wetlands. To complete the restoration it was necessary to acquire land and flowage easements to accommodate raising the regulation stage of the Kissimmee Chain of Lakes from 52.5' to 54'. The plan called for the increased water supply in the headwaters to be available to provide the seasonal flow needed by the restored river downstream. The District obtained a lease over the sovereign submerged lands, those below the ordinary high water of 52.5 feet, which had been the regulated high-water stage since 1965. Additionally, the District acquired 30,807 acres in fee-simple, and 7,800 acres of flowage and conservation easements located between 52.5 feet and 54 feet. (**Map 1**).

This General Management Plan consolidates relevant information about the Kissimmee Chain of Lakes Management Area including land management goals and objectives, past and present land uses, resource data, restoration and management needs, public use programs, and administrative duties to guide management actions for the period 2014 through 2024. Management activities described in this plan are based on requirements and directives of Florida Statutes and established District policies. Section 373.591(4), Florida Statutes, requires that management plans be developed for District conservation, preservation, and recreation lands.

State statutes direct the District to provide natural resource protection and management while allowing compatible multiple uses on public lands. This mission statement and requirements set forth in Florida Statutes provide three primary goals for the Land Stewardship Section:

- Conserve and protect water resources
- Protect and/or restore land to its natural state and condition
- Provide appropriate public use

To accomplish these goals, the Land Stewardship Program performs six major functions:

- Strategic, project, and management planning
- Operation and maintenance of land resources
- Development of public use programs
- Development of restoration projects
- Evaluation of management activities
- Administration of land management service contracts

Map 1. Kissimmee Chain of Lakes Management Area and other public lands



Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExtA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

The plan consolidates current site information and general guidelines for management of the area. It also updates and replaces the 2008-2013 General Management Plan for the area. As such, it serves as a collective information source for management staff, partners, and the general public.

2.1 Management Area Goals and Objectives

The Land Stewardship Section's primary functions and management priorities for 2014-2024 are contained in the following Goals and Objectives:

Goal 1: Manage natural communities and modified habitats to protect and enhance water, floral, and faunal resources.

Objectives:

- Continue the regular application of fire through a well-planned and documented prescribed burning program. Staff will burn approximately 3,000 to 6,000 acres per year throughout the management area.
- Continue an aggressive, integrated exotic plant management program. Areas of treatment will be prioritized based on severity of infestation. Treatments will be documented and coordinated with other management activities. District staff and contractors will treat approximately 2,000 to 3,000 acres each year.
- Continue to utilize mechanical vegetation control to minimize encroachment of woody vegetation encroachment in wet prairies and short hydroperiod wetlands.
- Evaluate the continued use of prescribed grazing as a resource management tool.
- Continue and enhance the monitoring and evaluation of restoration activities on area vegetation and wildlife. Conduct game and non-game wildlife population surveys.
- Provide resource protection through partnerships with the Florida Fish and Wildlife Conservation Commission, Polk County Sheriff's Department and Osceola County Sheriff's Department.
- Continue to maintain and implement new hydrologic restoration projects. Seek funding to restore the hydrology of sites that have been altered by ditching and past agricultural practices.

Goal 2: Provide resource-based public use opportunities.

Objectives:

- Continue public use program through coordination with the Florida Fish and Wildlife Conservation Commission, local partners, adjacent landowners and recreation user groups.

- Maintain, and expand if appropriate, existing nature-based recreational opportunities including hiking, biking, equestrian use, hunting, camping, airboating, fishing, and wildlife viewing.
- Provide environmental education through the use of area brochures, signage, and the installation of kiosks at public access points.
- Identify potential trail routes with the Florida Trail Association for the Florida National Scenic Trail throughout the management area.
- Continue to participate in the Water Resources Advisory Committee's Recreation Issues Workshop which facilitates public use planning with stakeholders and user groups.
- Update and maintain information kiosks at points of public access.
- Identify potential areas with user groups for new shelters and campsites within the area and working with volunteers on proposed projects.

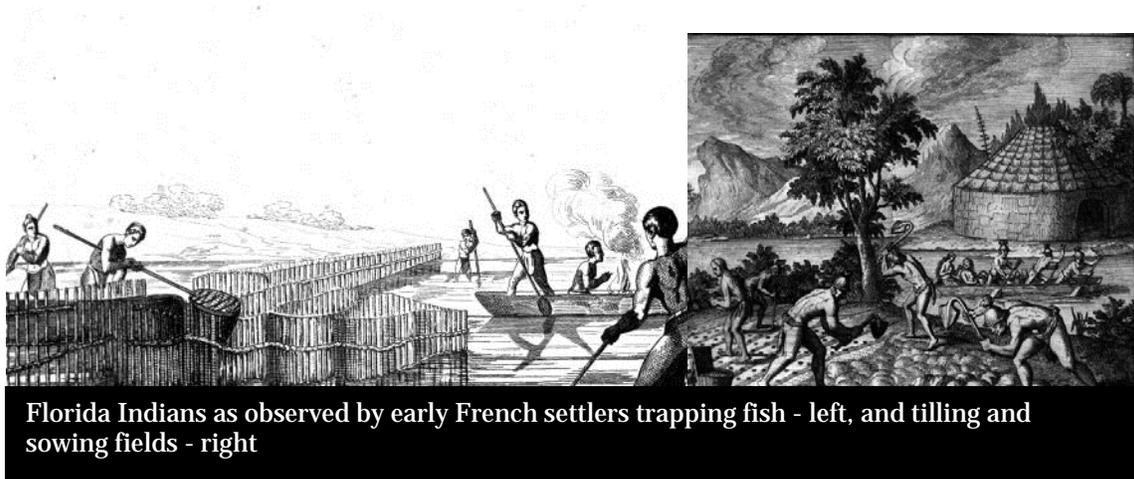
Goal 3: Maintain public use facilities and area infrastructure.

Objectives:

- Maintain present public-use improvements (airboat crossings, parking/trailheads, signs, structures) using a combination of District resources, contracts, and volunteer involvement.
- Complete trailhead improvements at the West Shore Management Unit parking area when funding is available.
- Continue to maintain and manage the management area boundaries through posting, fencing, and fireline maintenance.

3. Site History

The Management Area has been inhabited by humans for at least 2000 years. There are scattered early habitation sites present. During the Spanish colonial period the area was regarded as wilderness and was seldom visited. It was not mapped or surveyed during their entire 300 year rule of Florida. The Spaniards apparently had difficulty penetrating the Kissimmee Chain of Lakes region. The nearest Franciscan mission was likely either La Concepcion de Atoyquime or San Joseph de Jororo, both were just north of present-day Orlando from 1685 to 1697. These frontier outposts had several missionaries killed by the local population, and were subsequently abandoned.



Florida Indians as observed by early French settlers trapping fish - left, and tilling and sowing fields - right

The first description of what was likely Lake Kissimmee came in 1564 when two Spanish shipwreck survivors were brought to a French fort, Ft. Caroline, on the Atlantic near present-day St. Augustine. The French had heard rumors that two Europeans were living with two nearby chiefs that they described as Indian kings, Mathiaca and Onachaquara. One of the Spaniards told the French Captain at the fort of a journey he had made while serving as a messenger from the Calusa King, Calos, at Estero Bay to his close ally, King Oathaqua of the Ais, who lived at Cape Canaveral (Cañaveral was a Spanish term for a marsh, or reedbed). Approximately half way on the journey they came across a large lake five leagues (15 miles) from one end to the other called Sarrope which contained a large island of the same name (**Maps 2-3**). This matches the location and physical description of Lake Kissimmee and Brahma Island.

The island held a population that was considered to be one of the most fierce and warlike in Florida. The inhabitants of Sarrope cultivated a large quantity and variety of crops that they would trade, particularly coontie root which was used as a meal to make high quality breads. The Spaniard said they had become quite wealthy from this trade and had a sphere of influence that extended in a 15 mile radius from the Lake. The Spaniard also told a tale that demonstrated the island population's strength and confidence that they could anger both the Ais and the

Kissimmee Chain of Lakes Management Area General Management Plan 2014 – 2024
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Calusa without fear of retribution. King Oathqua sought to secure his alliance with Calos by arranging a marriage between his daughter and Calos. The bride and her entire retinue of maiden attendants were seized by the Sarrope inhabitants on their way to the Calusa and were forced to remain on the island and marry the local men instead.



Maps 2 & 3. Two early maps showing Lake Kissimmee (then called Sarrope), 1591 – left, and 1703– right

The Kissimmee Chain of Lakes would have fallen within the Jororo territory. The Jororo were hunter-gatherers who also tended small plots of maize and a few other vegetables. It likely remained a stronghold for the early Native American culture until the Creek raids in the early to mid 1700s, although the impact of the Creek raids isn't certain in this area since nearly all accounts are from the northern Florida tribes and from the coastal areas. It is clear, though, that the raids were the start of massive declines in the tribes that were endemic to Florida. In 1708, a Carolinian named Thomas Nairne traveled with 30 Yamasee warriors on an Indian slaving raid through the central part of Florida. The notes from his journey called the village on Brahma Island "Cacema," from which the name "Kissimmee" was derived. (**Map 4**) The Jororo and most of the surrounding tribes migrated to St. Augustine for protection and became known as the Costas, or Spanish Indians.

During the British period beginning in 1763, the region experienced immigration from the Creek and Yamasee. Throughout the Second Spanish Period, the surviving Costas from the interior worked for Spanish fishing villages and rounded up native-range cattle, driving them to the coast for sea-transport to the other Spanish colonies. Two other villages appeared in maps of the Chain of Lakes vicinity. One was called Dest and the other Suliga. It isn't clear exactly where these settlements were situated. Dest was described as being situated on

the shore of a small lake and is depicted on period maps as being between Lake Toho and Lake Kissimmee, which makes it seem probable that it was Lake Cypress.



Map 4. A 1780 map showing the Indian towns of Cacema on Brahma Island, Dest, and Suliga near Lake Toho

The Kissimmee Chain of Lakes remained practically unknown to most Floridians until the Second Seminole War. In 1837 the military began making detailed surveys of the area and established a system of frontier forts intended to keep the Seminoles south of Lake Okeechobee. Fort Gardner, named after a lieutenant that was one of the last to die in the Dade battle of the first Seminole War, was an important outpost on the Kissimmee River between Lake Hatchineha and Lake Kissimmee. It was from this fort that Colonel Zachary Taylor (the future President) along with 600 soldiers marched out in December 1837 to engage in the largest battle of the war, north of Lake Okeechobee on Christmas day.



Zachary Taylor

The Duke of Alagon Land Grant

In 1818, just before the end of the Second Spanish period, the Spanish king granted over 12 million acres to the Duke of Alagon. This was the largest land grant in Florida and included the Kissimmee

Chain of Lakes and most of the rest of central Florida west of the St. John's River and north of Lake Okeechobee. The land was granted to the Duke because he had assured the king that if he had possession of it he would work with various private enterprises to make sure the land was settled and improved for agricultural production. The Duke promptly sold the land to Richard S. Hackley, of Virginia, who in turn leased some of it to a private corporation in 1836.

The treaty that ceded Florida to the United States included a written declaration as an exhibit that declared the land grant void. However, prior to the treaty being executed, the Spanish king had just agreed to become a constitutional monarch, rather than an absolute monarch; and so was limited in his powers and could not exercise eminent domain to take private property without compensating the owner, and then having the action ratified by the Spanish Cortes. After years of being contested by the Territory, then the State of Florida, the U.S. Supreme court decided in 1853 [John Doe v. Braden (Braden was the founder of Bradenton)] that the grant and transfer was not valid because the treaty must be considered supreme law of the land unless it violates the U.S. Constitution, not the Constitution of Spain. Since the transfer to Hackley occurred before the final ratification of the treaty in February, 1821 it became a political decision rather than a judicial one; the treaty assumed the King had the necessary power to annul the grant so the U.S was under no obligation to recognize the validity of the land grant.

The Court stated that taking ownership of Florida while so much land was in possession and ownership by a single individual would be "...altogether inconsistent with the principles and policy upon which this government is founded." With the title being cleared by the U.S. Supreme Court and ownership by the Federal Government confirmed, the land was able to pass unchallenged to the State as part of the Swamp and Overflowed Lands Act that was passed by Congress in 1850. It is ironic, then, that the State would transfer nearly all of the Alagon/Hackley lands to another single individual, Hamilton Disston, in 1881 for the same purpose that the king had granted the land to the Duke of Alagon: improving the land for agricultural production and encouraging settlement, making Disston the largest individual land owner in the United States.

1840s-1860s

English speaking settlers began moving to present day Polk and Osceola Counties during the 1840s and 1850s and were for the most part cattlemen and homesteaders who lived mainly off the land and had their own small vegetable plots. The government would routinely grant 160 acre tracts to single men or heads of households through successive acts of Congress, such as the Armed Occupation Act of 1842. This act granted 160 acres to anyone who submitted a permit to the regional land office to build and live in a house on the parcel and cultivate at least 5 acres of it for at least 5 years. The 160 acre parcels had to be no closer than 2 miles to an existing military outpost. Since Ft. Gardner (**Map 5**)

was situated between Lake Kissimmee and Lake Hatchineha, most of the early settlements in the area occurred on the southwest and eastern shores of Lake Kissimmee, beyond the two mile radius. Many settlers were veterans of the Second Seminole War who had familiarized themselves with choice parcels during their routine patrols. These early settlers were few and far between, the Armed Occupation Act of 1842 only authorized 1,250 homesteads for the entire peninsula south of Palatka. With the limited number of homesteads, the Brighton Seminoles were still largely free to roam the countryside and had hunting and trading camps established on the west shore of Lake Kissimmee.



Map 5. 1856 Military Map of Florida

Beginning in the first year of statehood in 1845 the Florida legislature passed a series of resolutions to drain the Everglades and interior Florida wetlands. The ability to successfully drain those areas had been demonstrated when several large areas of wetlands on the east coast were drained and successfully converted to sugar cane and other crops in the late 1700s by English settlers. The feasibility of an Everglades drainage project had been assessed by several military engineers and surveyors beginning in 1823 when the Seminole boundaries were being determined under the Treaty of Ft. Moultrie. It was discovered, to the surprise of the surveyors, that the Everglades basin was several feet above sea level and could be drained by dredging canals that tie into the natural river systems on the coast. In 1847, U.S. Senator J.D. Westcott Jr. requested a report on the feasibility of reclaiming interior organic wetland soils through drainage for agricultural production. Buckingham Smith was appointed to create the report and submitted his findings to the U.S. Treasury Department in 1848. His report outlined how high quality organic soils in the Kissimmee Chain of Lakes, around Lake Okeechobee, and within the Everglades basin could be drained and cultivated by lowering the water level of Lake



Buckingham Smith

Okeechobee by 5 to 6 feet with a series of drainage canals that would simultaneously create a cross-state navigable waterway through the lake.

In 1850 the U.S. Congress passed the Swamp and Overflowed Lands Act that granted to states federally owned wetlands for the purpose of developing internal improvements. Florida received ownership of approximately 20 million acres including the lands surrounding the Kissimmee Chain of Lakes and the Everglades. Swamp land would become the currency of the State and would be traded and sold to encourage the settlement and development of south Florida.

During the last two years of the Civil War, many of the Seminole War veteran/homesteaders in the Chain of Lakes region had been serving in armies in the northern states of the Confederacy, but were called home to form a special cavalry battalion to help protect and drive cattle from the interior of the peninsula to Georgia. The land around the Kissimmee Chain-of-Lakes was under the command of Captain Francis A. Hendry, from whom Hendry County is named.

Tourism and Settlement in the 1870s

The 1870s and reconstruction brought a railroad line from Sanford to Tampa and through the new town of Kissimmee on Lake Tohopekaliga. The land around the lakes had been essentially depopulated for 40 years since the first part of the Second Seminole War in the mid 1830s, and as a result area supported a large game and fish population. Kissimmee was the end of the line for many southbound tourists, a frontier town perched on the edge of a vast wilderness. Several adventure books and articles in Harpers and Field and Stream opened the interior country around the Kissimmee Chain-of-Lakes to tourists and sportsmen from the Northern U.S. and from Europe. These adventure seekers were catered to through the Tropical Hotel which was right off the main pier on Lake Toho. A stay at the tropical cost \$3.50, little steam launches could be rented for \$10 to \$15 per day, a sailboat was \$3 to \$6 per day, and a guide was \$1 or more per day. An out of state hunting license was \$25 and included no restrictions on the type and quantity of game taken, everything from panthers to bears to manatees allowed to be taken with the license.

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Returning to the Tropical Hotel in Kissimmee following a bountiful fishing expedition in the Chain of Lakes



An illustration of a Chain of Lakes outing appearing in Harpers magazine in 1884

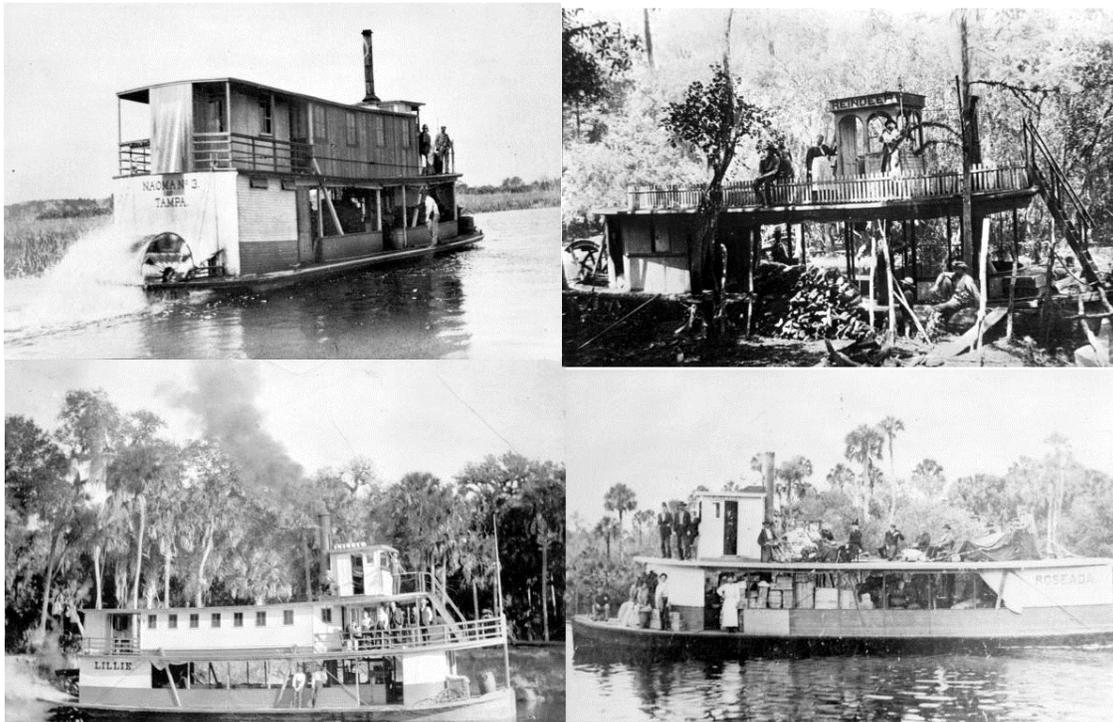


A steam launch, by 1890 there were 50 of them operating out of Kissimmee for “wilderness excursions”

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Hunting cabins were established on the eastern shore of Lake Kissimmee. Large bass were reported to be so plentiful that it was often taken for granted that finding dinner would not be a problem, the hunt guides would dangle a hook behind their boats and receive a strike every few minutes as they traveled down stream. Tourists that came for the hunting were said to have rarely gone home empty-handed, the Seminoles camped on the west shore were only too happy to trade trophy horns and hides to returning tourists who had come up short. Brahma Island (then called Bremer Island) was a popular hunting destination, as was the Gardner Marsh area between Lake Kissimmee and Hatchineha.

More settlers began moving into the area as regular service of several 50 foot steamers began traveling the Chain of Lakes and the Kissimmee River. Owner/operator steamers with a two foot draft were all that could be accommodated by the natural river system, and then only in the wet season. The steamer routes went from Kissimmee to Fort Bassinger on a regular basis, as often as water levels would allow. These workhorses of the river included the Mary Bell (sunk in 1884), the Lillie, the Tallulah (which ran aground near Ft Gardner, but was later raised, refurbished and renamed the Reindeer), the Naoma, and the Roseada.

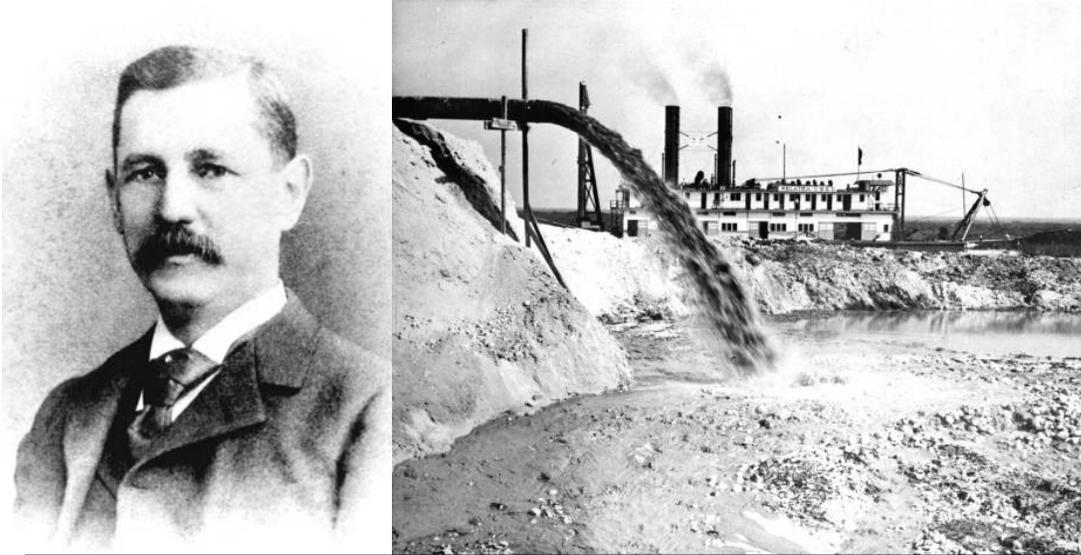


The 50 foot sternwheel steamers of the Kissimmee River system, clockwise from upper left: the Naoma, the Talullah, the Roseada, and the Lillie

These steamers were the primary means of transportation for passengers and commerce. The river system was known to be extremely long and torturous,

sometimes taking three miles to cover by river a distance that was only a quarter mile in a straight line. Every three to four years, dry periods in the winter and spring would close the water route for six to eight months and the settlers would be left to fend for themselves and subsist off of their small garden plots, hunting, fishing, and what meager provisions they could get through small boats and horseback. Commerce came to a complete halt during dry conditions and entire citrus and winter vegetable crops were left to rot in the fields. Local politicians began to lobby Congress for improvements to the river system to accommodate larger steamers with a deeper draft year-round. Congress then directed the Army Corps of Engineers to investigate opening a steamer line from Kissimmee to Florida's southwest coast. The Army Corps completed a feasibility survey in 1882 that provided a cost estimate for dredging shoals, removing snags and overhanging limbs, and creating a series of cutoff canals to shorten the length of the trip and allow for larger steamboats. At about the same time a businessman from Philadelphia, Hamilton Disston, had begun to make these types of improvements to the river under a contract with the State.

Hamilton Disston Drainage Projects 1881-1895



Hamilton Disston and his steam dredge

Hamilton Disston was an entrepreneur from Philadelphia who organized the Florida Land and Improvement Company and the Atlantic and Gulf Coast Canal and Okechobee Company. The state entered into an agreement with Disston in 1881 where Disston purchased four million acres of odd numbered sections of a nine million acre drainage district that included most of the interior peninsula of Florida, south of Kissimmee. Disston paid 25 cents per acre and was also entitled to half of the remaining sections upon their successful reclamation. Railroad companies also received a large portion of the remaining even numbered sections, because the legislature had promised them 4,000 to 10,000 acres for every mile of railroad constructed. It was the general policy of the railroad companies and Disston to sell off the extra land to settlers and other investors.

Disston began his reclamation operation by constructing a large steam-powered bucket chain dredge barge that dug a six foot deep canal 37' wide at 12 linear feet per hour. The barge automatically built up a levee on either side as it moved through the prairies. The dredge began a canal connecting Lake Tohopekaliga and Lake Cypress in the summer of 1882 with a crew of 12. Disston employed the steamer Roseada to move the dredge. Progress was aided by having lake water steadily pushing the barge forwards as it made its way towards Lake Cypress. By May 1883 the canal was finished and a steady current of 2½ miles per hour had drained Lake Tohopekaliga by 5 feet, draining 40,000 acres of land. Only a small portion of this land was ever cultivated by Disston with 2,000 acres planted in sugar cane and 6,000 acres in rice.

Disston's company also improved the Kissimmee river navigation by creating cut-off canals, removing snags and limbs, and dredging shoals. By 1884, the Kissimmee River and Chain of Lakes was navigable by 100 foot steamers from Ft Myers to the town of Kissimmee. Disston's Florida enterprises were essentially terminated by plummeting land prices following the 1895 great freeze that came after a previous freeze in 1894, the economic panic of 1893, and the elimination of a two cent per pound subsidy on sugar in 1894.

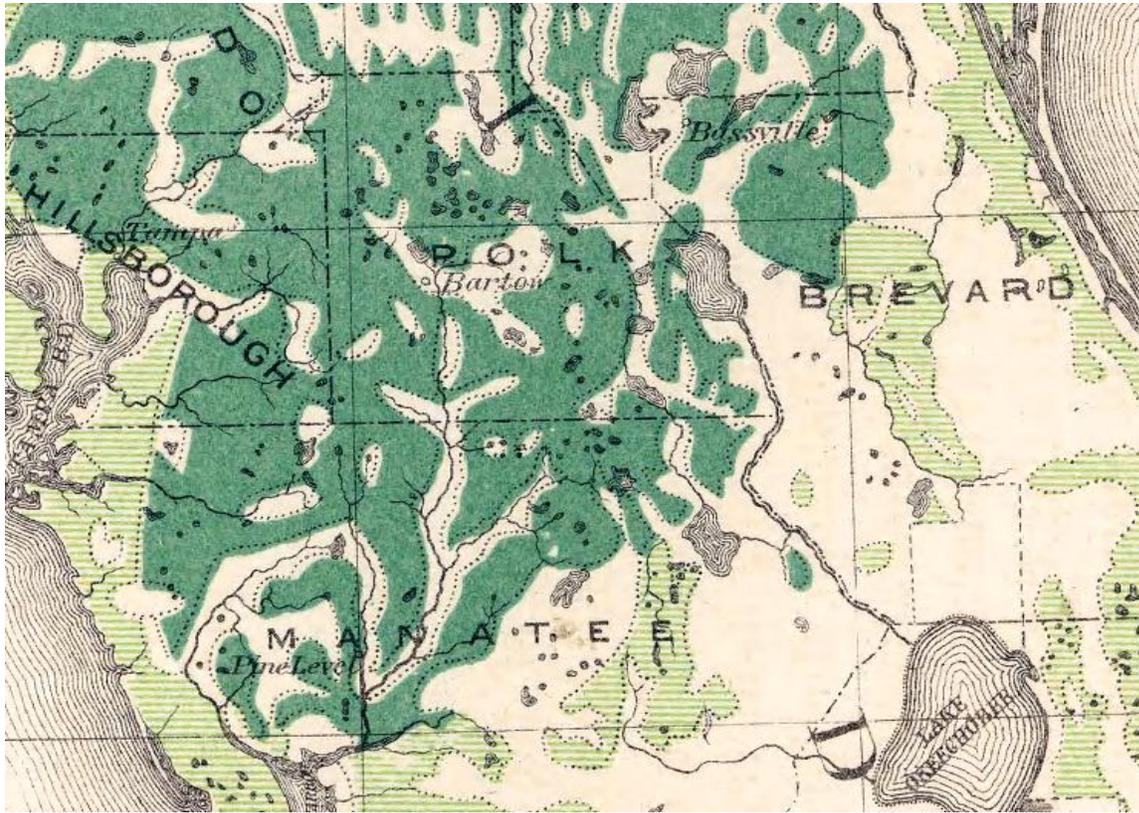
Timber and Cattle

The improved navigation of the river greatly increased settlement in the area. Most of the land southwest of Lake Kissimmee remained unfenced with numerous homesteads. These residents incorporated into the Kissimmee Island Cattle Company to coordinate the annual drives of the native range cattle. Livestock grazing continued to increase and relied less and less on the free-roaming Spanish cattle that had for so long been part of the landscape. From 1926 – 1929 over 5,000 "purebred" cattle were imported into the area. Improved navigation also opened much of the pinelands surrounding the lakes to timber and turpentine operations (**Map 6**). A turpentine still was located near the southwest shore of Lake Kissimmee, and by 1929 there were 21 sawmills operating in Polk County.



A river steamboat loading rosin for transportation to a turpentine still

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Map 6, an 1881 timber map with longleaf pine in dark green and slash pine in light green

From 1902 through 1909, more navigational improvements were made to the Kissimmee Chain of Lakes including clearing out shoals, armoring the entrances to Disston's canals to prevent further shoaling, and creating more cut-off canals. This work was done to secure a minimum three foot deep and 30 foot wide channel navigable from Kissimmee to Ft. Bassinger. The first improved roads didn't reach the area until the 1930s and slowly began to replace the Kissimmee River system as the primary means of transportation. Rapid settlement of the area following World War II led to extensive property damage when a severe hurricane occurred within the basin in 1947. The mass flooding during this period intensified public pressure for measures to reduce the threat of flood damage within the Kissimmee system. The State of Florida responded with a request to the federal government to design a flood-control plan for central and southern Florida.

In 1948, Congress authorized the U.S. Army Corps of Engineers to initiate construction of the Central & Southern Florida Project for Flood Control and Protection. In 1954, Congress specifically authorized the Kissimmee River portion of the project, which was planned and designed from 1954 to 1960. Between 1962 and 1971, the meandering river was transformed into a 56 mile-long, 30 foot deep, 300 foot-wide canal. Excavation of the canal and deposition of the resulting spoil eliminated approximately 35 miles of river channel and 6,200 acres of floodplain wetland habitat. The floodplain was transformed into a series

of impounded reservoirs (Pools A-E). Inflow from the Kissimmee Chain of Lakes was regulated by six water control structures (S-65s), the first of which was located at the outflow of the Kissimmee River from Lake Kissimmee. Water control structures and canals were built in the upper lakes region which allowed regulation of water flow within and between the lakes of the upper basin.

A major addition to the area's economy was the establishment of Disney World and other tourist attractions in the early 1970s. By the late 1970s, residential development had increased dramatically throughout the Kissimmee-Orlando area. In 1981, the Florida Legislature established the Save Our Rivers program for the five water management districts to acquire environmentally sensitive land. The legislation (Chapter 373.59 F.S.) produced the Water Management Lands Trust Fund and empowered the water management districts to acquire lands needed to manage, protect, and conserve the state's water resources. Once acquired, the lands should be managed in an environmentally acceptable manner and restored to their natural state.

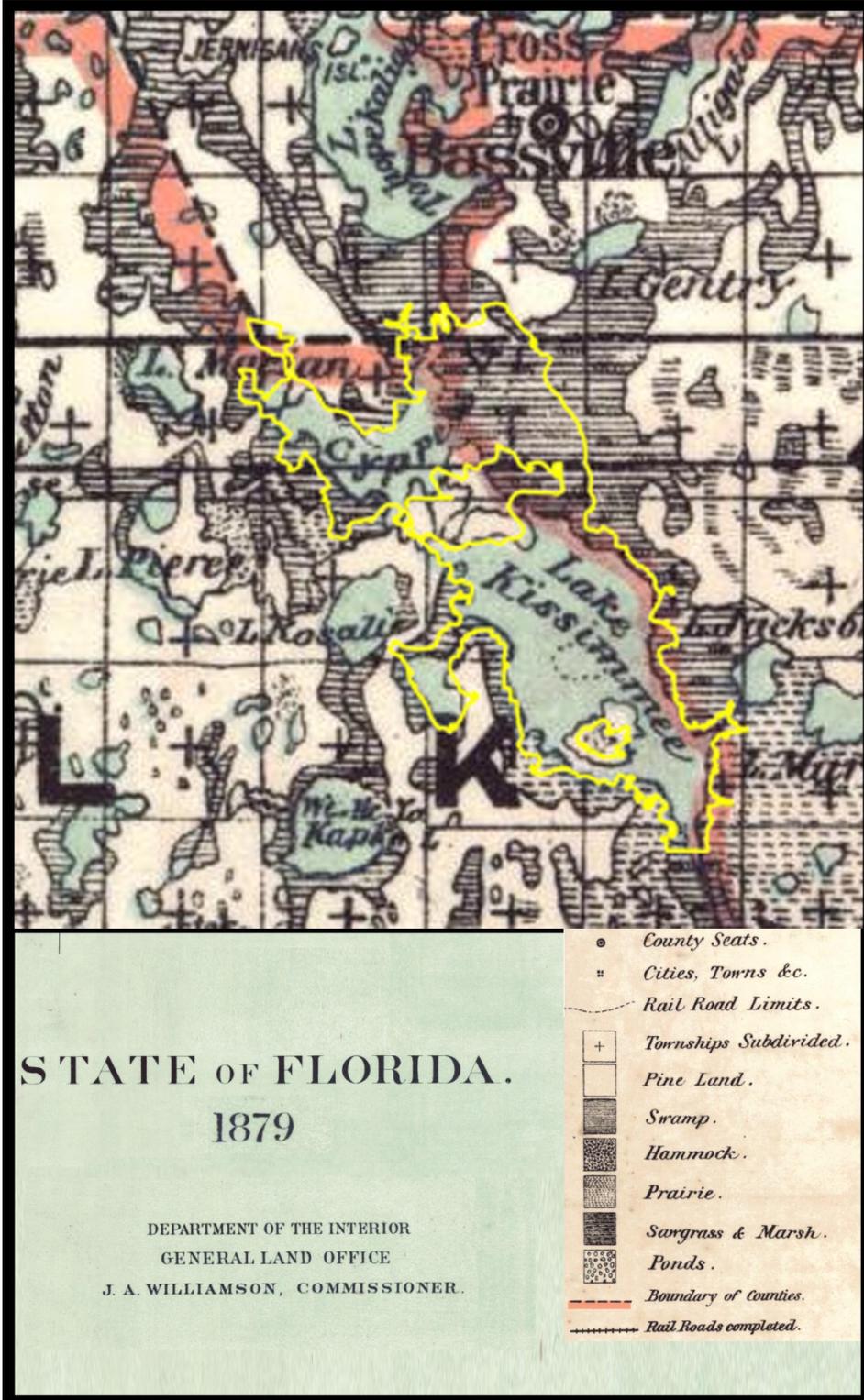
The Kissimmee River Restoration Project was authorized by Congress in the 1992 Water Resources Development Act as a joint partnership between the District and the US Army Corps of Engineers. The project was designed to restore over 40 square miles of river/floodplain ecosystem including 43 miles of meandering river channel and 27,000 acres of wetlands. The restoration plan reestablishes inflows from Kissimmee Chain of Lakes that will provide flow velocities and volumes similar to the ones that existed prior to channelization.

The District began purchasing lands for water storage, quality, and control that comprise the Kissimmee Chain of Lakes Management Area beginning in 1990 through the Save Our Rivers program when scientists and engineers from the District and U.S. Army Corps of Engineers working on the Kissimmee River Restoration Project determined that not enough water would be available in the upper chain of lakes to provide year round base flow for the restored river. It was estimated that an additional 100,000 acre-feet of water storage was required to provide longer durations and seasonal variability of flow to the lower river basin. The basic strategy was to modify the regulation schedule and operational rules to allow lake stages to fluctuate more naturally with rainfall and associated inflows from the upper basin watershed. The recommended solution was to raise the top of the existing lake regulation schedule from 52.5 feet NGVD to 54.0 feet. Real estate interests including fee title or flowage easements were needed on land around lakes Kissimmee, Cypress, Tiger, and Hatchineha in eastern Polk and southwestern Osceola counties.

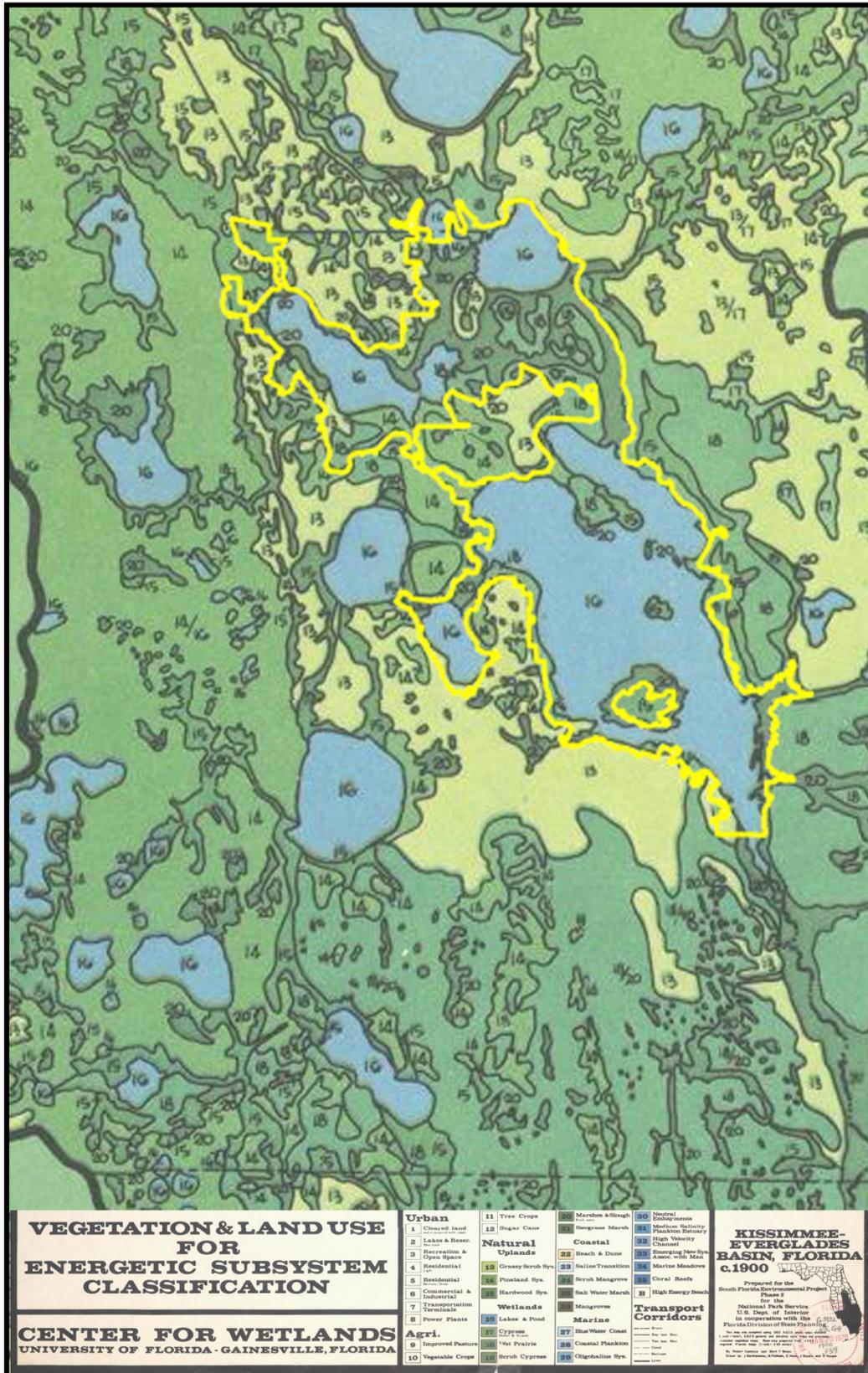
To date nearly 30,807 acres have been acquired, the majority of which was acquired from September 1993 to July 1995. Prior to acquisition, the majority of the property was managed as range land owned by area ranchers for beef cattle production. Ranching improvements included the construction of an extensive interior network of drainage ditches and the planting of exotic pasture grasses.

Maps 7-10 illustrate the historic character of the Kissimmee Chain of Lakes landscape in comparison to the more developed landscape visible in the 2011 aerial photography, **Map 11**.

Map 7. 1879 - General Land Office Map with land cover classification

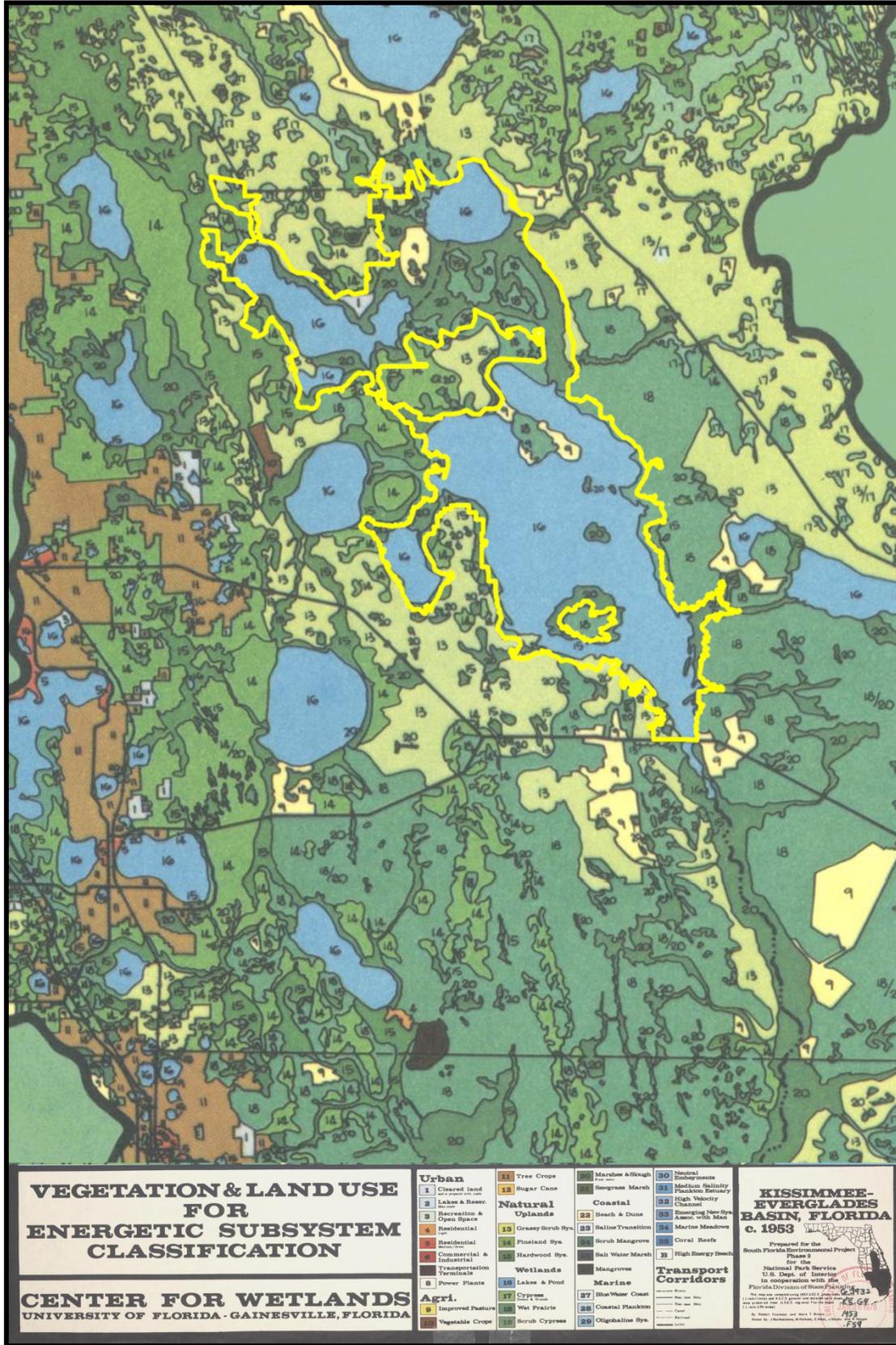


Map 8. 1900 University of Florida Land Cover Map



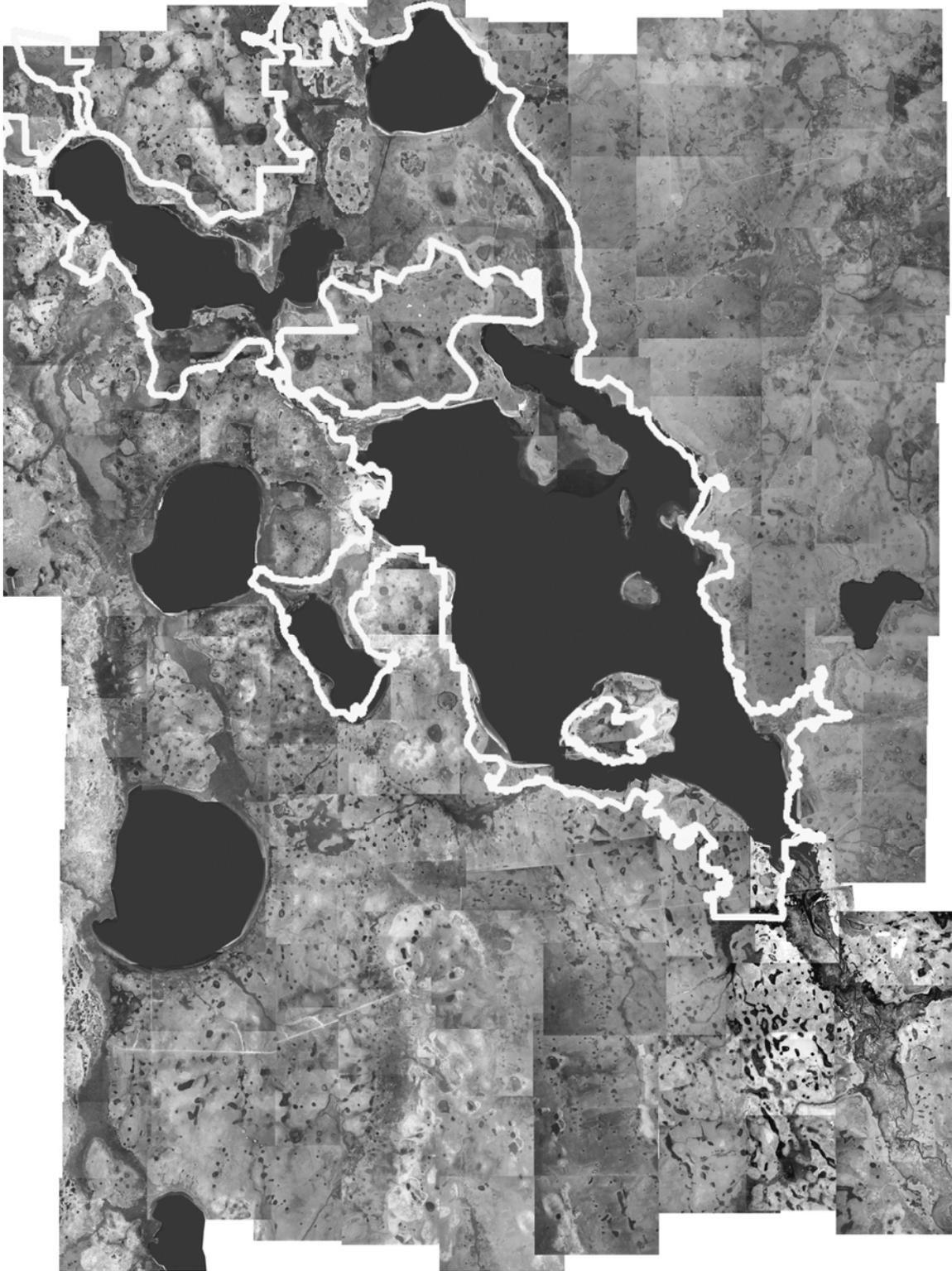
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Map 9. 1953 University of Florida Land Cover Map



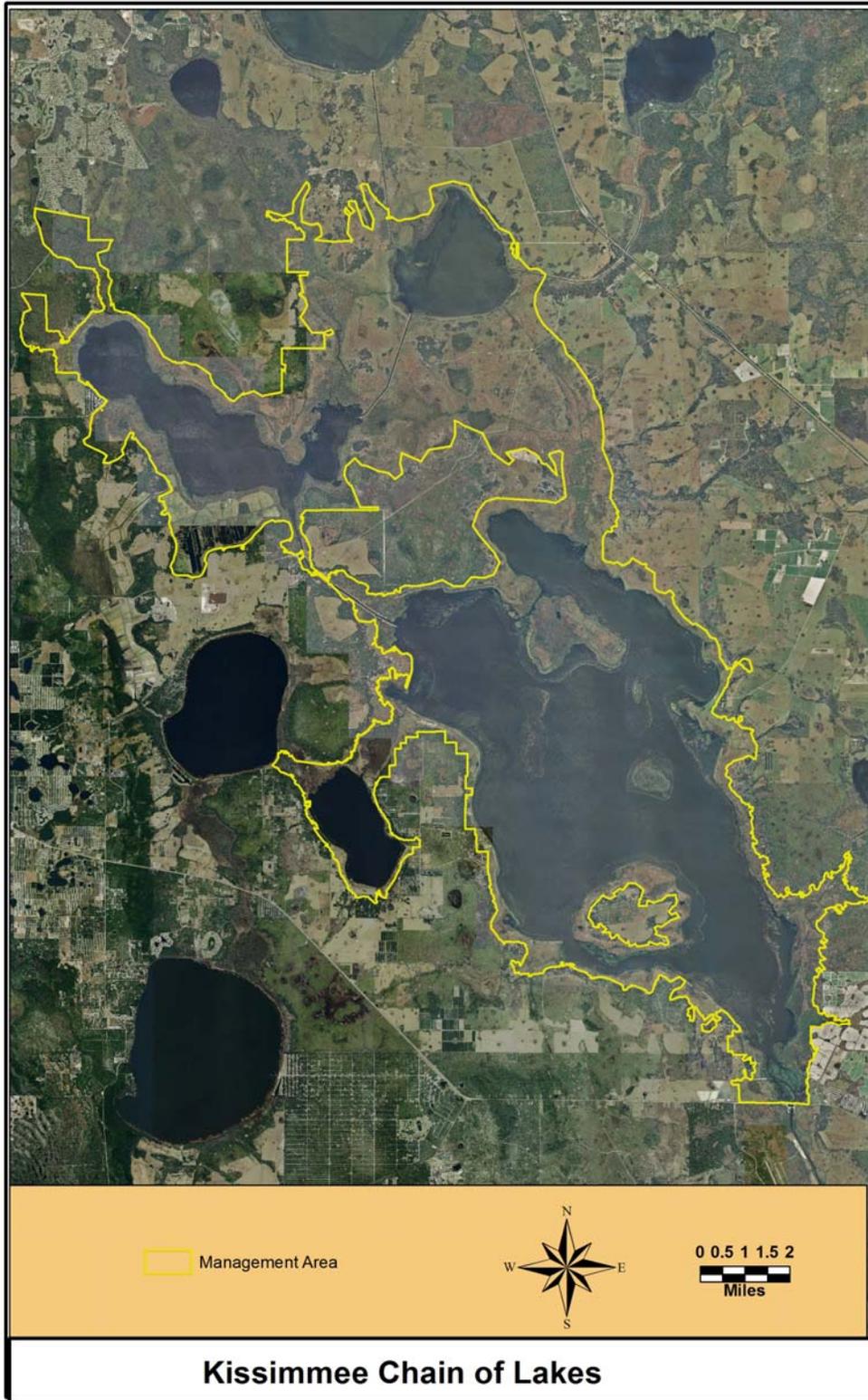
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Map 10. Kissimmee Chain of Lakes Management Area with 1941 (Polk County) and 1944 (Osceola County) aerials



Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExhA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Map 11. 2011 Aerial



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4. Resource Inventory

Policy 140-25(3)(e) Inventories of natural and historic resources shall be performed to provide information for effective land management planning, natural community maintenance and ecological restoration.

Floral and faunal species are inventoried and natural communities are mapped by Land Stewardship personnel, volunteers, or private contractors. The data help District land managers with resource management, planning, and monitoring efforts.

Inventory data is on file with the Land Stewardship Section. Land Stewardship shares natural areas and species data with the Florida Natural Areas Inventory through a Memorandum of Understanding.

District contractors completed plant inventories in 1997 and 1998 for the West Shore, Catfish Creek, and Gardner-Cobb Marsh units. Plant inventories were completed for the Kissimmee Islands, Oasis Marsh, Lake Cypress, and Rough Island units by a contractor in 2003. Archaeological and cultural resource inventories were conducted in coordination with the Department of State, Division of Historical Resources and are described in the State's Master Site File.

4.1 Hydrology

Policy 140-25(1) The basis for the Land Stewardship Program is the protection and management of natural hydrologic resources.

The Kissimmee Chain of Lakes Management Area is located in the middle of the Osceola Plain (**Maps 12-13**). The lakes had limited outfall capacity through the wildly winding route of the natural Kissimmee River and functioned as natural reservoirs, allowing for storage of water in the wet season, and the continual release of water throughout the remainder of the year. The Management Area lies within four surface water basins as shown in **Map 14** that drains 709 square miles. It also covers just a portion of the larger Upper Kissimmee basin that encompasses a system of more than 25 interconnected lakes across 1,620 square miles.

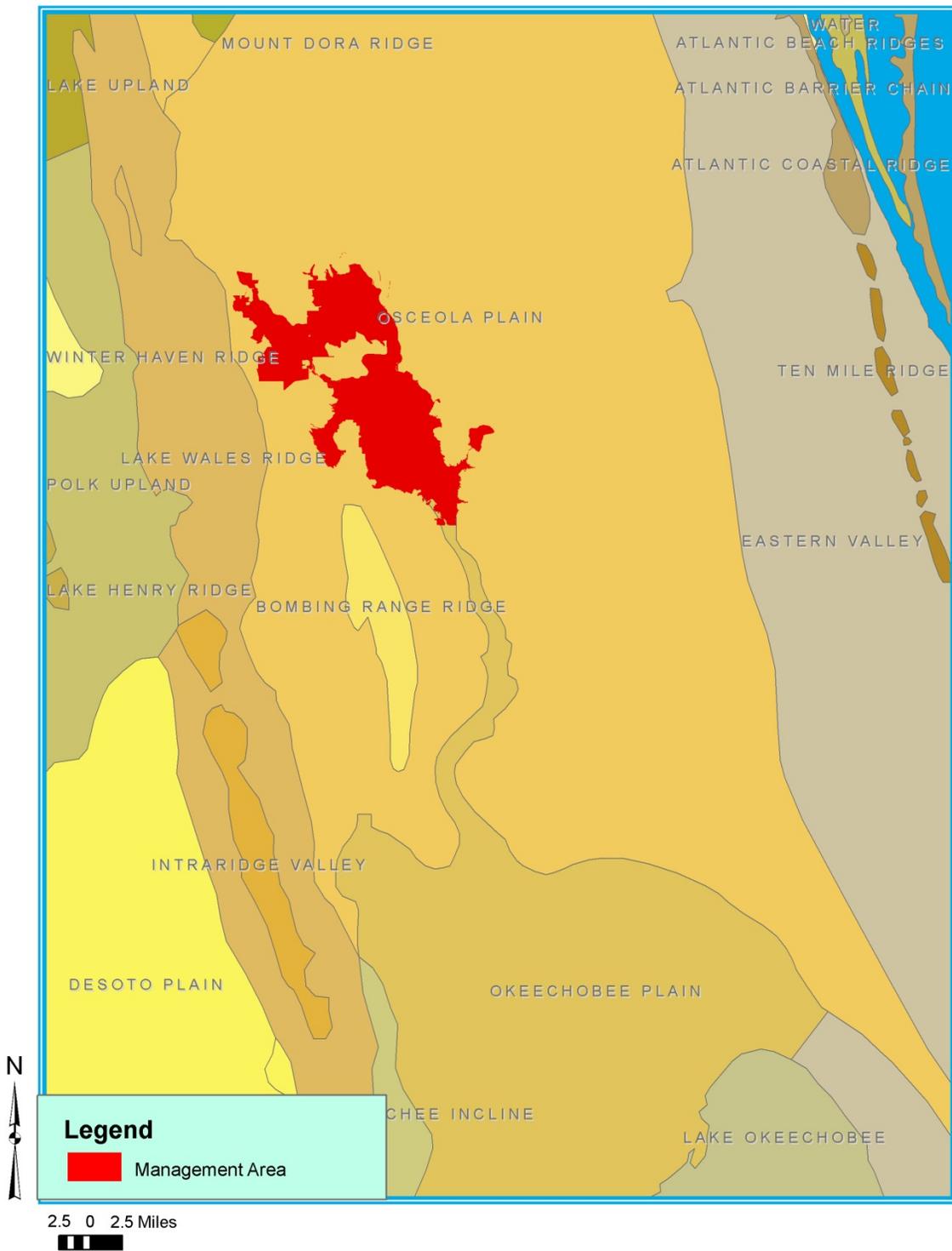
The flood control structures established by the Central and South Florida Flood Control Project created a system where water levels between the lakes could be controlled following a regulation schedule to minimize the potential for flooding. Nine water control structures were constructed in the Upper Basin portion of the project between 1964 and 1970 to regulate lake levels and outflows (**Map 15**). The primary control structure regulating the outfall of the system is the S-65 structure at the south end of Lake Kissimmee. These structures have multiple gates that can be opened and closed; stage regulation schedules control their operations. Each regulation schedule defines operational criteria used to manage

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lake levels for flood control and water supply. The regulation schedules present seasonal and monthly stage limits needed to provide the designed level of flood protection. The present regulation schedules limit annual water level fluctuations to within about two to three feet.

The current regulation schedule will be modified as part the Kissimmee River Restoration Project. The goal of these changes is to improve, enhance and/or sustain lake ecosystem health, while balancing impacts between upstream and downstream ecosystems. The District is the lead agency coordinating the development of the Long-Term Management Plan with six partner agencies including the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and Florida Department of Agricultural and Consumer Services.

Map 12. Regional Major Geomorphic Features



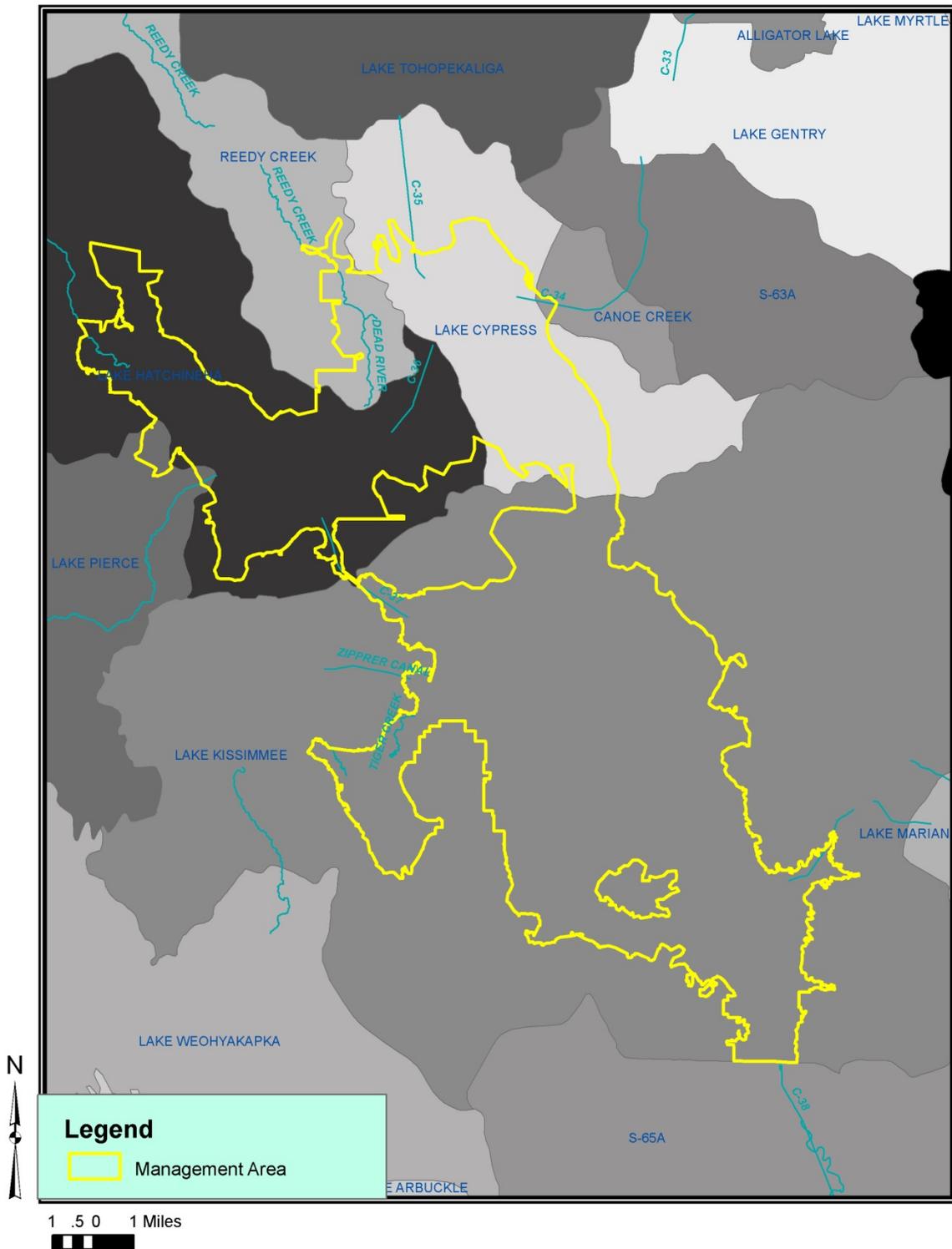
Map 13. Regional Topographic Setting



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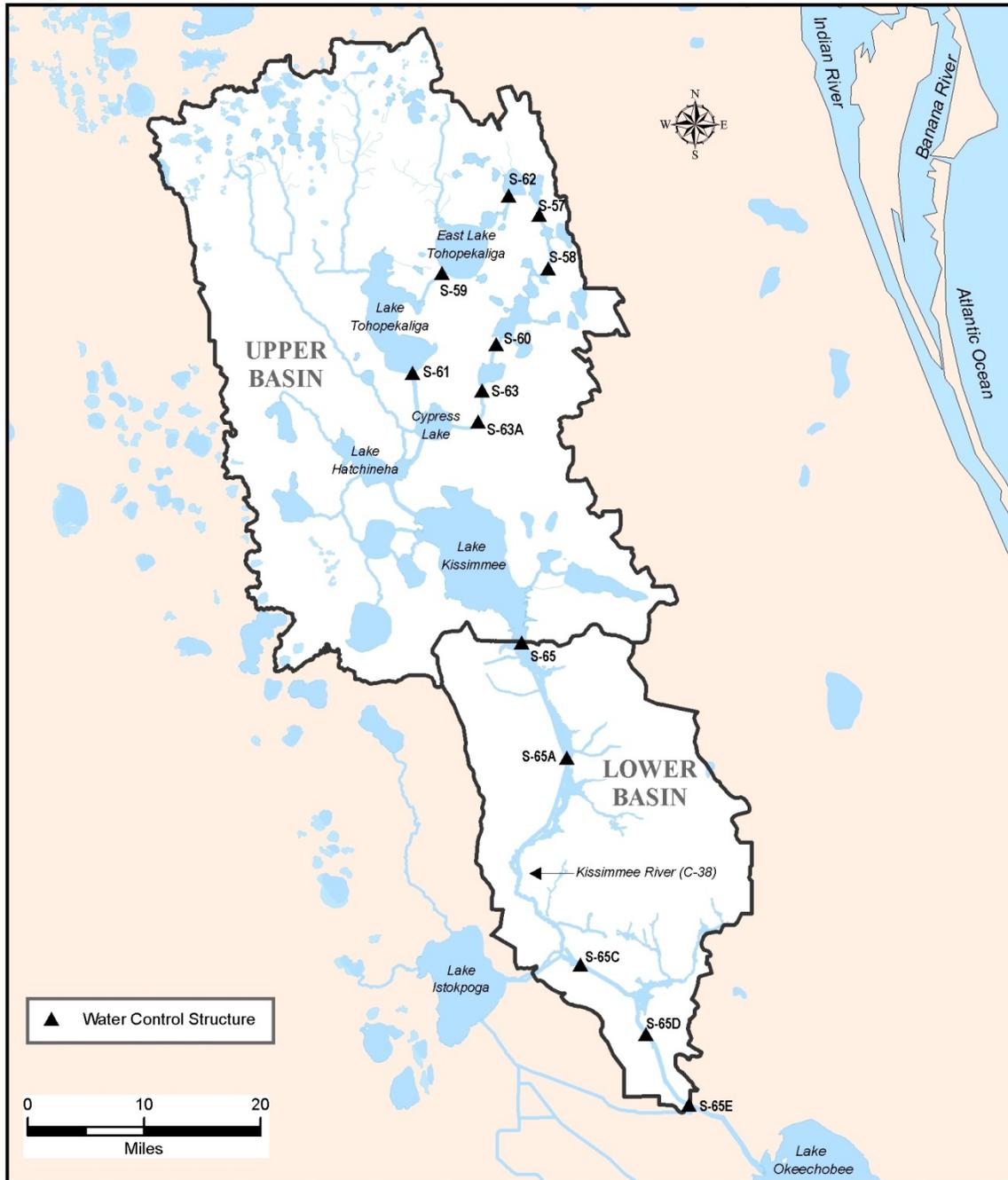
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Map 14. Hydrologic Basins



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Map 15. The Regional Water Control Structures



4.2 Soils

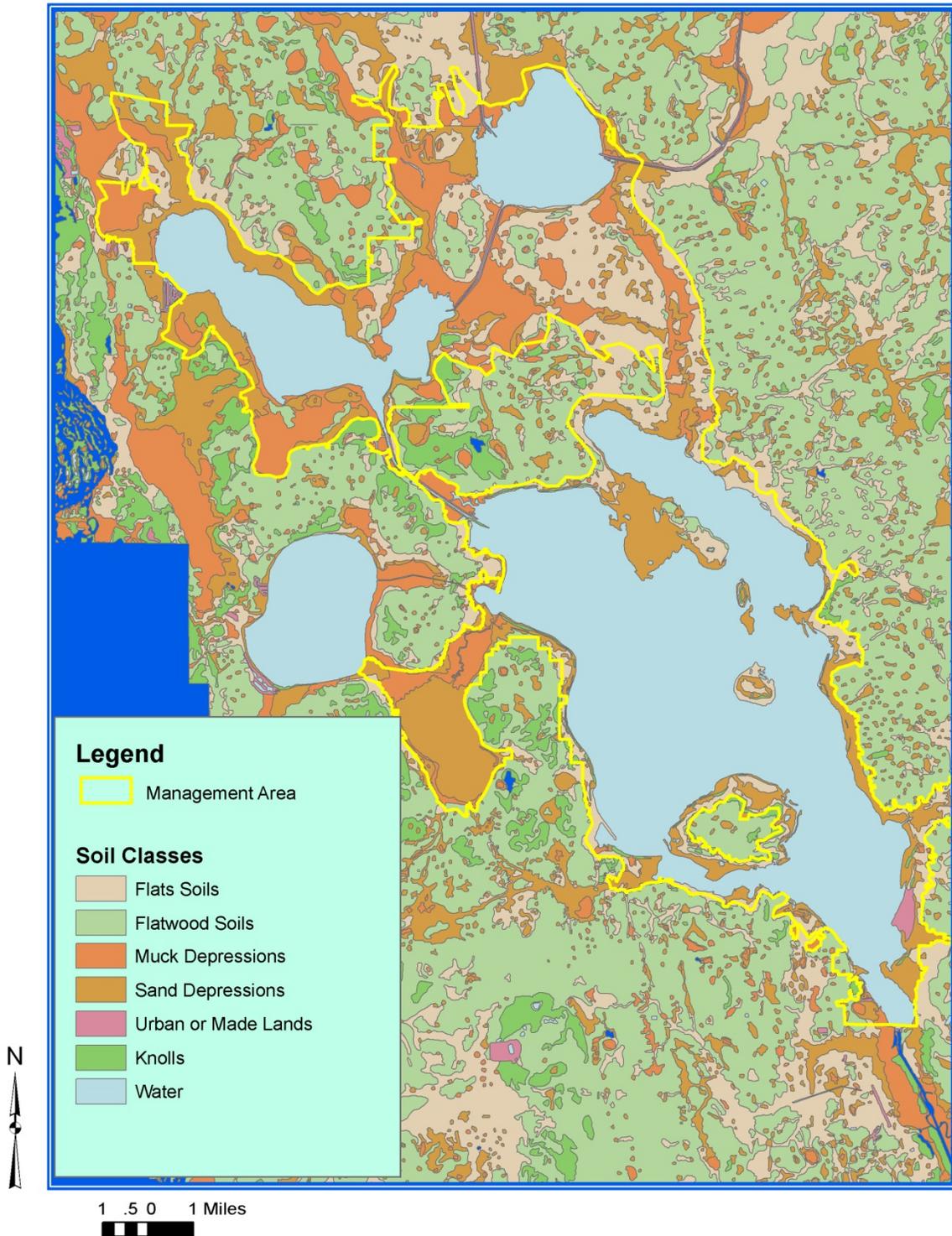
There are six distinct soil categories within the Kissimmee Chain of Lakes Management Area as defined by the Natural Soil Landscape Positions soil classification system: flats soils, flatwood soils, knolls, made lands, muck depression soils, and sand depression soils (**Map 16**). This classification system groups South Florida soils into 12 categories based on hydrology and soil morphology that reflect the local relative topography, hydrology, and vegetation of the area. Soil classification descriptions are included as **Appendix B**.

Soil Contamination and Excavation Sites

A review of pre-acquisition Phase I Environmental Assessments for the Kissimmee Chain of Lakes Management Area revealed no major soil contamination sites. The Drasdo unit contained a sawmill that had a small area of stained soil beneath the motor which was satisfactorily excavated. This area was remediated prior to acquisition.

Cattle dip vats were located on Strum Island, Lemon Point, and in Gardner-Cobb Marsh. Contaminated soil at these sites were excavated and replaced with clean soil. The Department of Environmental Protection concurred that no further action was required at these sites following remediation.

Map 16. Soils



4.3 Natural Communities

The Land Stewardship Section classifies natural community types by the Florida Natural Areas Inventory classification system. Twenty natural community types have been identified within the Management Area (see **Table 1** and **Map 17**). Community condition varies widely, depending on previous and current land use, hydrologic alteration, exotic infestation, and current management activities. Descriptions are included as **Appendix C**.

Table 1, Natural Community Type Summary by Management Unit

FNAI Community Type	Catfish Creek	Gardner-Cobb	Lake Cypress	Drasdo	Kissimmee Islands	East Shore	West Shore	Oasis Marsh	Rough Island North	Rough Island North	Johnson Island
Basin Marsh	X	X	X	X	X	X		X	X	X	X
Basin Swamp	X		X	X	X	X		X	X		X
Baygall	X										
Depression Marsh	X	X	X	X	X	X	X	X	X	X	X
Dome Swamp	X	X			X						
Dry Prairie		X				X					X
Floodplain Marsh		X					X				
Floodplain Swamp		X					X				
Hydric Hammock				X							X
Mesic Flatwoods		X		X			X				X
Prairie Hammock	X	X		X		X	X	X	X	X	X
Scrub				X			X				X
Scrubby Flatwood				X			X				X
Seepage Stream	X										
Strand Swamp		X									
Swale						X					
Swamp Lake		X		X							
Wet Flatwoods	X						X				X
Wet Prairie	X	X	X	X	X	X	X	X			
Xeric Hammock							X				

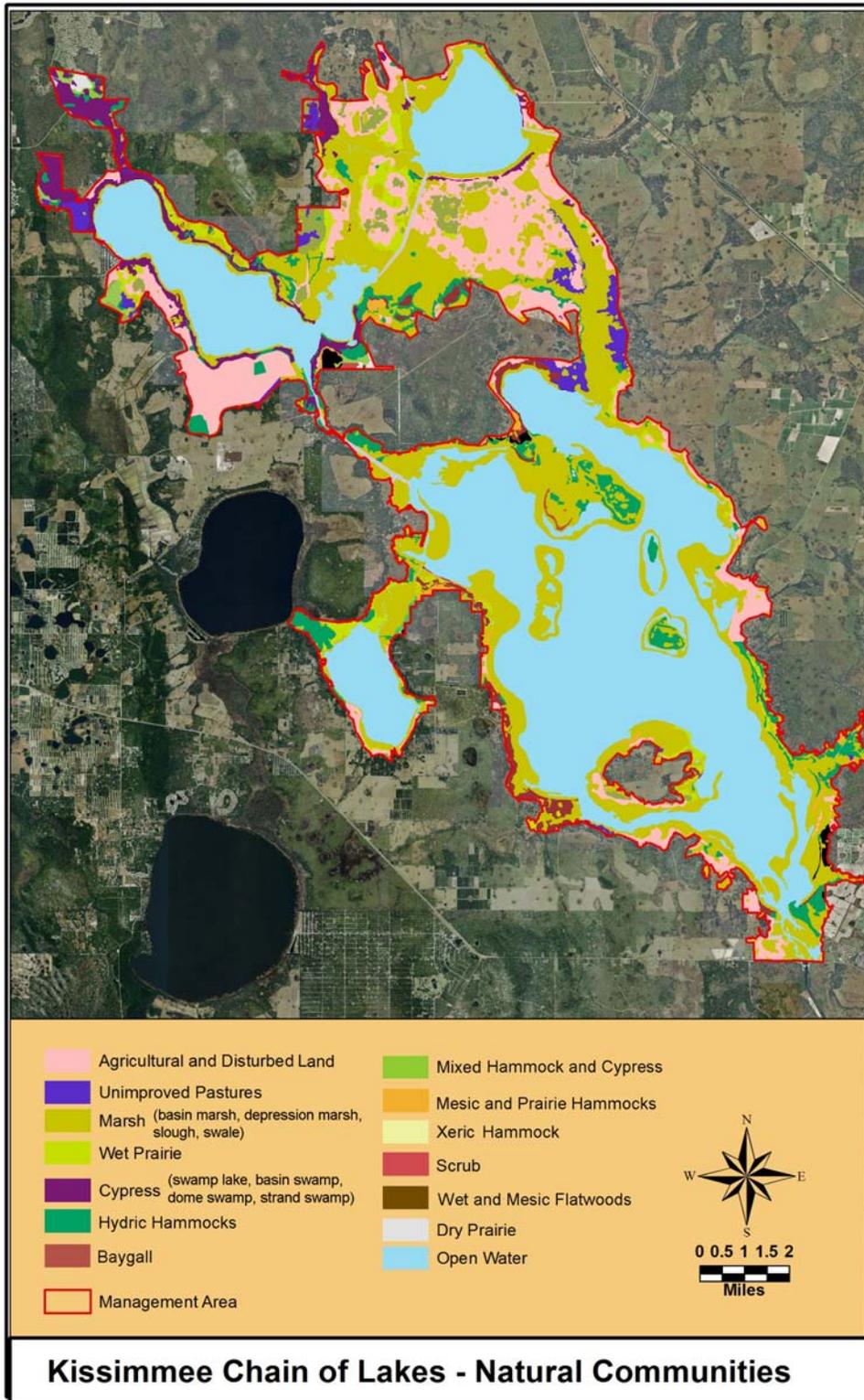
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Plant inventories were completed by District interns within the Catfish Creek and West Shore Management Unit. Contractors completed flora surveys for Gardner-Cobb, Lake Cypress, Kissimmee Islands (Bird, Sturm, and Rabbit Islands), and Oasis Marsh (These inventories have been combined in **Appendix D** and grouped by those plants found either north or south of Camp Mack Rd.). The East Shore and the Otter Slough units remain to be inventoried. The number of documented species is listed in **Table 2**:

Table 2: Plant Species by Management Unit, the northern units are in black, and the southern units are in blue.

MANAGEMENT UNIT	SPECIES
Catfish Creek	131
Gardner-Cobb	225
Lake Cypress	140
West Shore	356
Oasis Marsh	157
Bird Island	57
Strum Island	174
Rabbit Island	50

Map 17. Natural Communities



4.4 Wildlife

The plant communities within the project provide habitat for numerous bird, fish, amphibian, reptile, and mammal species, several of which are listed federally or by the state. Initial wildlife inventories on the Management Area were conducted from 1987-1989. As species observations and listing classification change, the species lists are updated accordingly. Wildlife species observed utilizing the property include 108 bird, 18 mammal, and 42 reptile and amphibian species (**Appendix E**). At least 16 species considered, endangered, threatened, or of special concern have been noted.

4.5 Cultural Resources

Policy 140-25(3)(j) Archaeological and historic resources are protected by site identification and inter-agency coordination with the Florida Division of Historical Resources. Land Stewardship planning shall include an analysis of archaeological data accompanied by appropriate public education opportunities.

The District's management goal for cultural resources is historic preservation by identification, evaluation, documentation, protection, and stabilization of known historic or prehistoric sites. The District maintains a database of all known archeological and historical sites on District properties that is periodically updated through the Department of State's Master Site File. Due to its sensitive nature, site-specific data is not made available to the general public.

Fifteen archaeological sites of Native American earthworks are present on the management area and are registered in the Florida Master Site File as sites of archaeological significance. During the summer of 2002, the District contracted for a survey to be conducted for archaeological/historical sites in the Gardner-Cobb Marsh and Drasdo Units. The goal was to locate and identify significant sites within the area for protection, preservation and management. Eleven sites were located. Analysis of artifacts consisted of separating the artifacts into their respective categories: lithics, ceramics, historic artifacts, and faunal or botanical remains. Management of these sites include monitoring for signs of disturbance and coordinating with law enforcement officers when suspicious activity is observed.

5. Natural Resource Management

Policy 140-23 The Land Stewardship Program mission is to provide natural resource protection and management while allowing compatible multiple uses on designated public lands.

Resource management includes all applied programs wherein activities manipulate, modify, and control natural features within the management area.

All lands acquired through the Save Our Rivers program are managed and maintained in an environmentally acceptable manner and, to the extent practicable, restored and protected in their natural state and condition. Management responsibilities are defined by statute, and directed by best management practices. Goals and objectives for the management area clarify resource management guidelines necessary to fulfill the District's land stewardship responsibilities. Land Stewardship resource management activities include the implementation of projects to restore a more natural hydrologic regime, the application of vegetation control activities to restore natural forest structure and composition, the continuation of an aggressive exotic plant control program, the application of a prescribed burn program for the maintenance of fire dependent plant communities, and coordination with the Florida Fish and Wildlife Conservation Commission to implement wildlife management programs.

5.1 Restoration Projects

Policy 140-25(1) The basis for the Land Stewardship Program is the protection and management of natural hydrologic resources.

Policy 140-25(1)(c) Where feasible, an attempt shall be made to restore a more natural hydroperiod on tracts where the drainage patterns have been altered.

Wetland Restoration

In 2003, the District developed plans to restore approximately 4,000 acres of shoreline and interior wetlands to enhance wildlife habitat in Rough Island, Gardner-Cobb Marsh and West Shore (Otter Slough) management units. A significant amount of the earthwork was completed on these sites, as well as Oasis Marsh, in 2009. Rough Island and Otter Slough were permitted by the Florida Department of Environmental Protection as mitigation for wetland impacts associated with the construction of a pump station at Packer Slough. Plans for the projects were essentially the same and include several components: hydrologic restoration, exotic species control, mechanical vegetation management to control, prescribed burning, and long-term monitoring. The District conducted detailed site investigations of each restoration area to determine restoration needs in terms of hydrologic enhancement, exotic treatment, vegetation management, prescribed burning, and monitoring.

Surveys were conducted to identify ditch plug and water control structure locations, elevations, and cross-sectional information needed for project design. The shallow swales and ditches that were excavated by previous ranch owners to enhance drainage and increase grazeable areas were blocked with earthen plugs. Plug widths vary from 5 feet - 25 feet, and plug lengths range from 25 feet - 100 feet. All plugs were constructed to one foot above natural grade, following compaction and final grading, and seeded with grass. Baseline inventories have

been established for each site. Permanent photo monitoring stations were installed that will enable panoramic photos to be taken to document changes over time.

Rough Island

Rough Island (**Map 18**) is a 1,750 acre tract that was historically wet most of the year before lake stages in the Kissimmee Chain of Lakes were regulated in the 1960s as part of the Kissimmee River channelization project. Rough Island contains numerous depression marshes and wet prairies that have been drained with a network of swales and shallow ditches that were constructed to provide more land for cattle grazing. Wetland conditions were enhanced on more than 1,000 acres by constructing 11 earthen ditch plugs in the shallow ditches exiting the marshes, and backfilling certain ditches. Plugs were constructed using available onsite material; no fill was imported, and plugs were filled to one foot above natural grade.

Gardner-Cobb Marsh

Gardner-Cobb Marsh (**Map 19**) covers 11,000 acres that were historically floodplain marsh. Aerial photography from the 1940s shows construction of a drainage system that was installed to allow row crop farming. The initial restoration project enhanced 2,500 acres of over-drained marshes and wet prairies that had been impacted by drainage. A large drainage ditch runs through a central slough on the east side of the property. This ditch continues to drain offsite property and no attempts have been made to restrict its flow. A second large ditch drains into Lake Cypress. Additional restoration opportunities will be pursued during this plan period to expand on the initial restoration work that has been completed to date, including the utilization of restoration grant funds.

Otter Slough

Otter Slough (**Map 20**) covers 500 acres that were historically part of the Lake Kissimmee floodplain. The restoration project enhanced the entire site. The State of Florida owns 4,800 acres of adjacent land that is managed by the Florida Forest Service as the Lake Wales Ridge State Forest--Prairie Tract. A single large ditch drains Otter Slough as well as state forest land. The restoration plan consisted of several backfill sites. The Florida Forest Service has undertaken a similar ditch plugging project further upstream under the Wetland Reserve Program, and was designed by the Natural Resource Conservation Service.

Oasis Marsh (Map 21)

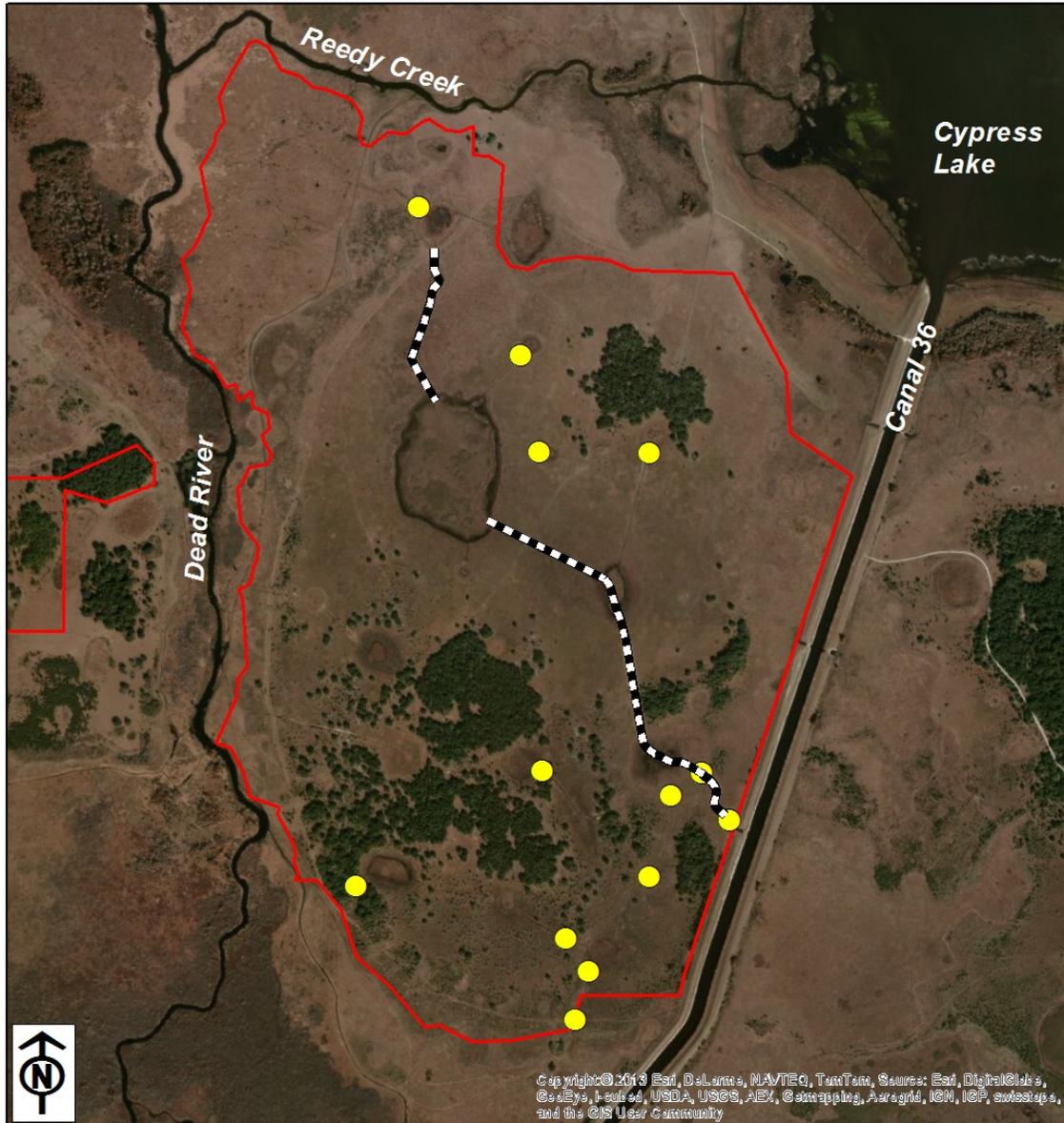
The Oasis wetlands are located in the floodplain of the southwest corner of Lake Kissimmee. This mosaic site of dewatered wetlands and uplands was purchased by the District in 1998 as part of the Kissimmee Chain of Lakes project to raise lake stages. Prior to 1998, the land was ditched by private ownership to dewater the site primarily for cattle farming and thus altered the hydrology of the existing wetlands on site and connectivity to Lake Kissimmee. Several depressional marshes and sloughs were drained by four primary ditches.

In an effort to restore the floodplain function to these wetlands, four ditches totaling 2.4 acres in size were filled with 3,144 cubic yards of sediment material from a levee adjacent to the site in spring 2010. The restoration of the topography of Oasis Marsh restored approximately 77 acres of wetlands and reconnect them to the littoral zone of Lake Kissimmee. This conversion of overdrained habitat types to wetlands improved the water quality of sheetflow runoff and also improved habitat for aquatic-oriented wildlife. Additionally, when the lake stage increases on Lake Kissimmee from 52.5 National Geodetic Vertical Datum (NGVD) to 54 feet NGVD the area will be inundated and provide nursery habitat for fish, foraging habitat for wading birds, and other wildlife functions.

Rolling Meadows (Map 22)

The restoration of the Rolling Meadows Ranch is part of the federally authorized Kissimmee River Headwaters Revitalization Project, which is part of the overall Kissimmee River Restoration that is being undertaken by the District in conjunction with the U.S. Army Corps of Engineers as part of a regulatory action. The Kissimmee Headwaters Revitalization project includes modifying the regulation schedule for the Upper Chain of Lakes, while maintaining the existing level of flood protection. The overall objective of the Rolling Meadows Wetland Restoration project is to restore, as closely as possible, the natural littoral habitat within Parcel B of the Rolling Meadows site, a large historic floodplain area adjacent to the southwesterly shore of Lake Hatchineha. This area had been previously diked, ditched and drained to support agricultural operations.

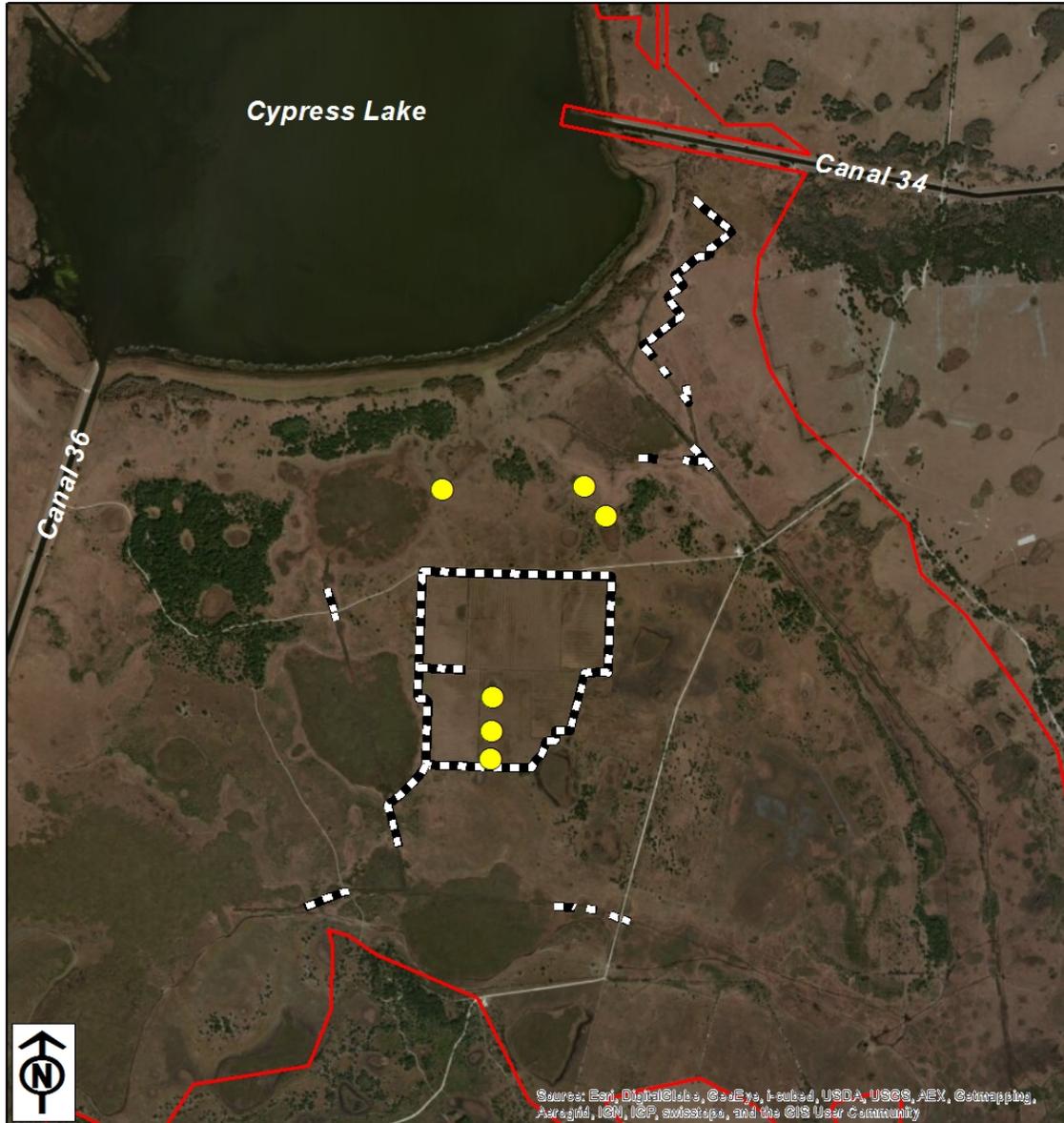
Map 18. Rough Island South Restoration



* District project boundaries depicted here may include state sovereign lands not under SFWMD ownership.

 <p>Kissimmee Chain of Lakes Management Area Rough Island South Hydrologic Restoration</p> <p>1 inch = 0.29 miles</p> <p>0 0.125 0.25 0.5 Miles</p> <p>sfwmd.gov</p>	<p>Legend</p> <ul style="list-style-type: none"> ● Ditch Plug - Completed Backfilled Ditches Project Boundary
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Map19. Gardner-Cobb Marsh Restoration

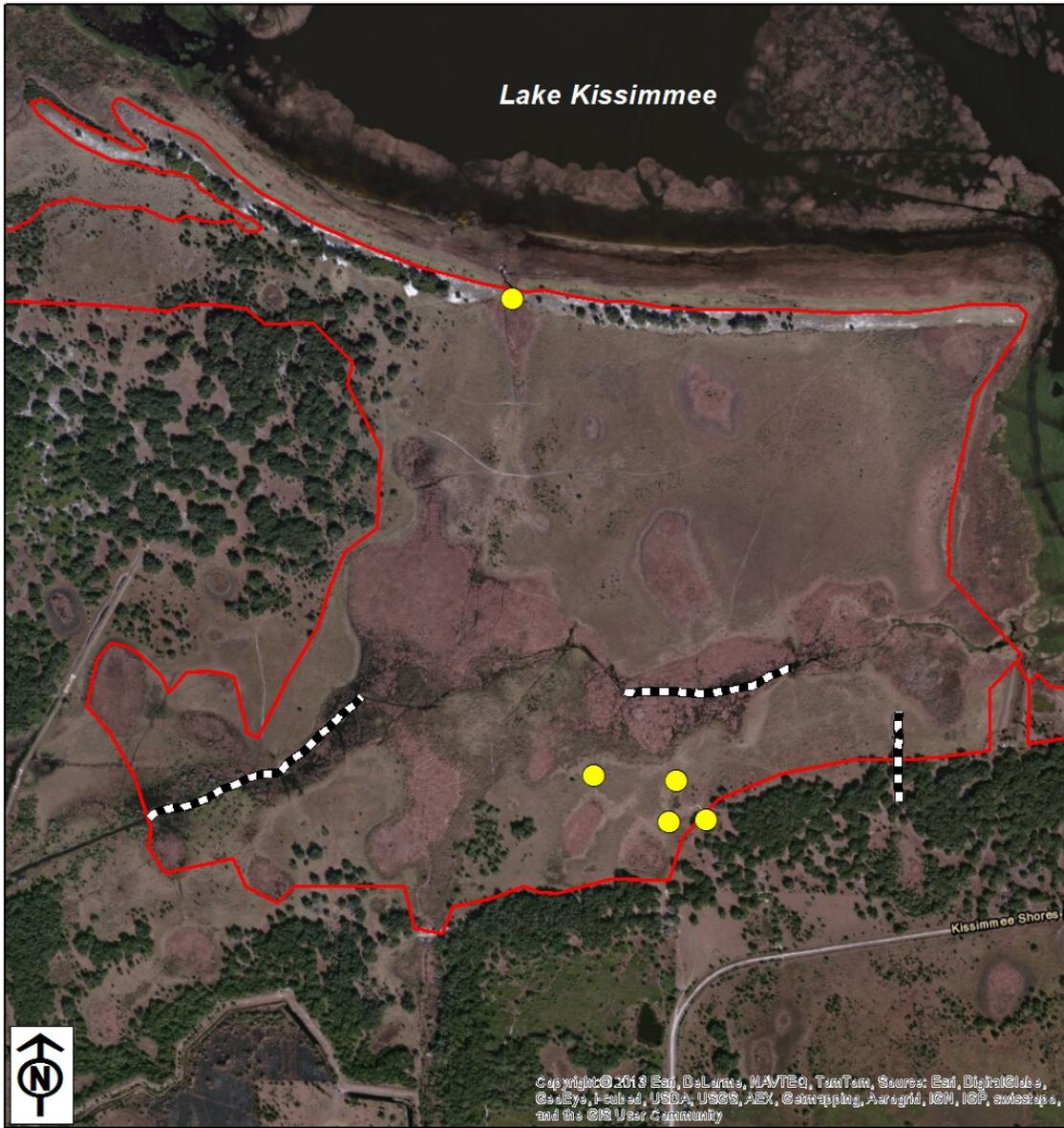


* District project boundaries depicted here may include state sovereign lands not under SFWMD ownership.

 <p>sfwmd.gov</p>	<p>Kissimmee Chain of Lakes Management Area Gardner-Cobb Marsh Hydrologic Restoration</p> <p>1 inch = 0.54 miles</p> <p>0 0.25 0.5 1 Miles</p>	<p>Legend</p> <ul style="list-style-type: none"> Ditch Plugs Backfilled Ditches Project Boundary
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Map 20. Otter Slough Marsh Restoration



* District project boundaries depicted here may include state sovereign lands not under SFWMD ownership.

 sfwmd.gov	<p>Kissimmee Chain of Lakes Management Area Otter Slough Hydrologic Restoration</p> <p>1 inch = 0.16 miles</p> <p>0 0.05 0.1 0.2 Miles</p>	<p>Legend</p> <ul style="list-style-type: none"> Ditch Plugs Backfilled Ditches Project Boundary
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Map 21. Oasis Marsh Restoration



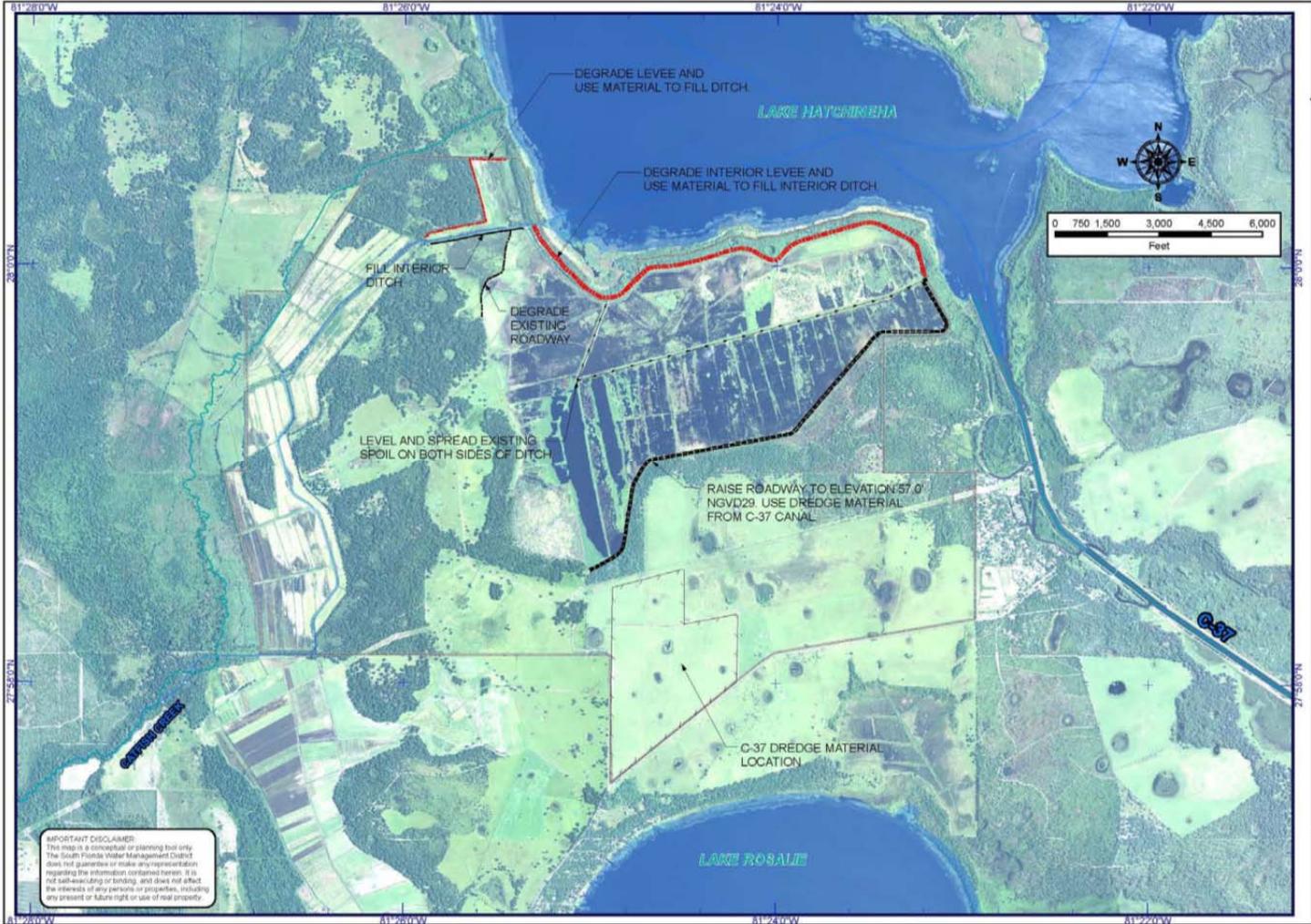
* District project boundaries depicted here may include state sovereign lands not under SFWMD ownership.

 <p>Kissimmee Chain of Lakes Management Area Oasis Marsh Hydrologic Restoration</p> <p>1 inch = 0.13 miles</p> <p>0 0.05 0.1 0.2 Miles</p>	<p>Legend</p> <ul style="list-style-type: none">  Backfilled Ditch  Degraded Berm  Project Boundary
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Map 22. Rolling Meadows Restoration



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 Updated
 ROLLING MEADOWS RANCH
 sfwmd.gov
 South Florida Water Management District

5.1.1 Monitoring

Policy 140-25(3)(f)(2) Monitoring shall be conducted to identify landscape changes resulting from management activities.

Tracking environmental response to management and restoration activities provides valuable information on progress toward restoration objectives. Information obtained by monitoring specific sites assists land managers in making sound ecological choices for each unique parcel.

Using geographic information systems and global positioning technology, the District tracks the location of exotic plants throughout the Management Area. This helps Land Stewardship monitor the effectiveness of the exotic plant control activities and track the extent and severity of infestations.

The District has installed thirty five 360 degree photomonitoring points within the management areas. These photo points were utilized between 2007 and 2010 to observe and document the vegetative character of the property at that time. The photopoints have been established with permanent monuments that can be located with GPS coordinates and a metal detector, and are available for use in the future to compare site conditions with the 2007-2010 baseline condition.

Additionally, the District has initiated vegetative monitoring and water quality monitoring throughout the Management Area as part of the Kissimmee River Restoration Project, the Kissimmee Basin Modeling and Operations Study, and the Kissimmee Chain-of-Lakes long-term management plan (which covers water stage regulation of the lakes). These programs will provide baseline information for future studies and will help document the success of restoration projects in the Management Area.

5.2 Vegetation Management

Policy 140-25(2)(d) Where practicable, an attempt shall be made to restore and maintain desirable vegetation to promote habitat diversity in areas where invasive exotic vegetation, grazing practices, or improved land uses have substantially altered the historic landscape.

Policy 140-25(3)(l) Mechanical equipment may be used in conjunction with prescribed burning and other management tools to control vegetation and restore habitat structure.

Vegetation management is a program component where the composition and/or structure of a vegetative community is physically altered by mechanical means to meet a management objective. The techniques used in vegetation management include mowing, disking, shredding, roller-chopping, timber thinning, and

planting. These techniques are applied to one or more management objectives that may include:

- A step towards restoring a degraded vegetative community
- Improving an area's suitability as wildlife habitat
- Exotic species control or weed management
- Fuel management for prescribed burning purposes
- Clearing of vegetation for maintenance or project management purposes

Vegetation management needs are identified annually by the regional land manager. Vegetation control and maintenance is executed by District staff or through contracts. Understory restoration will continue in overgrown areas of the Management Area that would benefit from this work.

5.2.1 Exotic/Invasive Plant Species

Policy 140-25(2)(c) Management practices will strive to identify existing infestations and implement appropriate control or eradication measures.

Policy 140-25(3)(b) Exotic plant control in all management areas shall strive to attain a level of success where periodic maintenance eliminates the infestation or reduces the coverage of exotic plants.

South Florida's subtropical climate provides an excellent growth environment for the rapid spread of exotic plants that can cause extensive alterations to natural ecosystems. Environmental changes caused by extensive hydroperiod alterations have been an important factor in exotic plant invasion. Exotic plant invasion can result in partial or total displacement of native plants, loss of wildlife habitat, and the degradation of public use areas.

Land Stewardship targets Category I and II non-native plant species as identified in the Florida Exotic Pest Plant Council's list of *Florida's Most Invasive Species* (<http://www.fleppc.org/>). Category I species include non-native plants that invade and disrupt Florida native plant communities. Category II plants have the potential to invade and disrupt natural successional processes. Both Category I and II exotics are considered invasive and a threat to the function and ecological stability of Florida's natural communities.

Invasive and exotic plant control measures include a combination of herbicide application, biological control, prescribed fire, roller chopping, mowing, cattle grazing and physical removal. Selection of control measures is dependent upon species type, environmental factors, and natural communities impacted. Private contractors conduct exotic plant control activities in cooperation with the District's Vegetation Management Section. In addition, the use of biological control with existing treatment programs provide a comprehensive approach for

controlling exotic vegetation. As an example of biocontrol, the University of Florida Institute of Food and Agricultural Sciences has released the Tropical Soda Apple Leaf Beetle and the Colorado Potato Beetle as biological control agents that have brought some improvements in the control of Tropical Soda Apple.

Exotic plant control is conducted primarily by a contracted crew of applicators. District field technicians also provide supplemental support especially on small or sporadically distributed infestations. Treatments are generally scheduled so that each unit is covered bi-annually, however schedules are adjusted based on current conditions. Areas of treatment are scheduled based on hydrologic conditions, time since last treatment, virulence of infestation, public use, and in accordance with other management operations. All treatments follow herbicide best management practices and use the best available science. Treatment dates, locations, and herbicide are noted and recorded in a GIS database.

Plant inventories have documented 30 exotic species within the Management Area (see Appendix D for a complete plant list):

- West Indian marsh grass (*Hymenachne amplexicaulis*)
- Cogongrass (*Imperata cylindrica*)
- Wright's nutrush (*Scleria lacustris*)
- Alligator weed (*Alternanthera philoxeroides*)
- Paragrass (*Brachiaria mutica*)
- Climbing cassia (*Cassia coluteoides*)
- Camphor tree (*Cinnamomum camphora*)
- Sour orange (*Citrus aurantium*)
- Bermuda grass (*Cynodon dactylon*)
- Air potato (*Dioscorea bulbifera*)
- Water hyacinth (*Eichhornia crassipes*)
- Hydrilla (*Hydrilla verticillata*)
- Water spinach (*Ipomoea aquatica*)
- Pineland elder (*Iva microcephala*)
- Shrub lantana (*Lantana camara*)
- Old World climbing fern (*Lygodium microphyllum*)
- Chinaberry (*Melia azedarach*)
- Torpedo grass (*Panicum repens*)
- Sour paspalum (*Paspalum conjugatum*)
- Bahia grass (*Paspalum notatum*)
- Water lettuce (*Pistia stratiotes*)
- Guava (*Psidium guajave*)
- Indian cupscale grass (*Sacciolepis indica*)
- Chinese tallow tree (*Sapium sebiferum*)
- Brazilian pepper (*Schinus terebinthifolius*)
- Bladderpod (*Sesbania punicea*)
- Jamaican nightshade (*Solanum jamaicensa*)

- Turkeyberry (*Solanum torvum*)
- Tropical soda apple (*Solanum viarum*)
- Caesar weed (*Urena lobata*)

Exotic plant management within the area consists of follow up treatments to maintain minimum population levels or further reduce populations of exotic and nuisance native plants. The follow-up treatments may be conducted on an annual basis by District contractors or directly by District staff.

Management Actions

Johnson and Rough Island Management Units: Tropical soda apple is the primary exotic plant species targeted for mechanical and chemical removal. Other species include Brazilian pepper, Chinese tallow, and guava. Tropical soda apple is controlled by foliar herbicide application while bladder pod (*Sesbania* sp.) is controlled through mowing. The primary means of eradication for Brazilian pepper is herbicide application by cut stump or basal bark treatment. Wax myrtle is a native nuisance species that occurs in the historical marsh areas of the management units. This plant is controlled using prescribed fire and mechanical means.

Rough Island-West Management Unit: Wright's nutrush, bladder pod and wax myrtle are the major problem plants targeted for eradication. Bladderpod populations will be reduced by repeated mowings, prior to seed production.

Gardner-Cobb Marsh, Lake Cypress, and Drasdo Management Units: Wright's nutrush, tropical soda apple and bladder pod are treated on the site. Other species include Brazilian pepper, Chinese tallow, old world fern, and guava. Tropical soda apple is controlled by foliar herbicide application. The primary means of eradication for Brazilian pepper and Chinese tallow is herbicide application by cut stump or basal bark treatment. Wax myrtle is a native nuisance species that occurs in the historical marsh areas of the management units. This plant is controlled using prescribed fire and mechanical removal. Several small populations of *Lygodium* fern have been found in Gardner-Cobb Marsh and Drasdo. Immediate treatment following discovery using foliar application has been applied, which has kept this aggressive plant under control.

West Shore, East Shore, and Oasis Marsh Management Units: Tropical soda apple is the primary exotic plant species targeted for mechanical and chemical removal. Other species include Brazilian pepper, Chinese tallow, and guava. Tropical soda apple shall be controlled by foliar herbicide application. Bladder pod and wax myrtle are also major problem plants targeted for treatment by staff. Bladderpod populations will be reduced by repeated mowing prior to seed production. Wax myrtle is a native nuisance species that occurs in the historical marsh areas of the management units. This plant is controlled using prescribed fire and mechanical removal.

Catfish Creek Management Unit: Chinese tallow is the primary exotic plant species targeted for control. Other exotic plant species include Brazilian pepper, tropical soda apple, and guava. Most of the exotic species are located in the cypress strand along Lake Hatchineha. Bladderpod and wax myrtle are minor problems in the historical marsh areas and are controlled using prescribed fire and mowing.

Kissimmee Islands Management Unit: Brazilian pepper, Chinese tallow, and guava are the primary Category I exotics in this unit. Guava is the primary problem on Bird and Rabbit islands. Brazilian pepper is the primary exotic species targeted for removal on Strum Island. There is some Chinese tallow on all three islands. Wax myrtle is dense along the shoreline and is controlled through the use of prescribed fire.

5.2.2 Rare, Threatened and Endangered Species

Policy 140-25(2)(b) Particular emphasis shall be placed on the identification, protection and management of rare, threatened and endangered species.

Listed species are those plants and animals considered rare within a specific geographic area by the U.S. Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, or the Florida Department of Agriculture and Consumer Services. The plant list of the Management Area (**Appendix D**) contains several listed species.

Land Stewardship establishes appropriate fire and hydrologic regimes and controls invasive exotics in natural communities with the intent of perpetuating listed plant species. District Public Use Rules aid in the protection of native habitat and specifically prohibit destroying, defacing, or removing any natural feature or native plant on District lands. In this manner, listed plants are given lawful protection and environmental conditions suitable for their growth and reproduction.

5.2.3 Forest Resources

Policy 140-25(3)(h) Sustainable use of forest resources shall be conducted where these activities adhere to a series of environmental criteria (see 1999 Forest Management Plan) that meet Land Stewardship Program goals. Timber contractors will be required to meet silvicultural Best Management Practices (BMP) developed for Florida forests.

Policy 140-25(5)(b)(3) Timber sales will be conducted to improve forest health or to support specific forest management goals.

District policy designates its properties as multiple-use resources, which include timber harvesting. However, such activity must be compatible with Land Stewardship goals and objectives and meet strict environmental criteria:

- Sites considered for high-density pine plantings are currently in an “improved” or disturbed state (i.e. bahia pasture, existing pine plantation)
- Sites to be harvested are scheduled for hydrologic restoration and existing timber will likely be lost as a result of flooding
- The area does not contain any significant resources (e.g. endangered species) that may be harmed by changes in land use
- Forest operations would not require major road construction or improvement for accessing and processing timber, particularly within or across wetlands or other sensitive plant communities
- The area contains timber that requires salvage following fire and/or insect or disease damage, and could be subject to a sanitation harvest with minimal environmental impact
- The area has special needs for endangered species (e.g., red-cockaded woodpecker) management that requires timber harvesting
- Harvest or planting would not negatively impact public use
- Timber harvests would return forests to a more natural structure and improved forest health

Only 5% of the management area, or 1600 acres, is pine flatwoods. These are located in small pockets throughout the management area. The West Shore Unit had a total of 90 acres of timber harvested in June 2002 and April 2003. Additional thinning/mechanical treatments may occur during this planning period. Several pine flatwood stands throughout the West Shore along Thomas Landing Road contain thick densities of thin pines that lack a desirable ground cover with few understory shrubs other than woody vines. This area may also be evaluated for possible timber thinning operations.

5.2.4 Agricultural and Range Resources

Policy 140-25(3)i Range management and grazing will be considered on improved or native ranges when the introduction of cattle will not conflict with other natural resource management and public use goals.

Livestock grazing has occurred over the last century within south and central Florida and continues to be an important land use today. The Kissimmee River Valley has been grazed for over four centuries since the early Spaniards stocked the Florida Peninsula with cattle. Cattle grazing is employed by the District and other land management agencies as a management tool, particularly for the reduction of fire fuel loads and maintenance of open habitat for the benefit of

native wildlife. The revenue producing lease program provides many benefits, such as:

- On-site management and security for District-owned lands at no cost to the District
- Minimizing District expenses by generating revenue from non-governmental sources to off-set District management, maintenance and resource protection costs
- Minimizing impacts to the local agricultural economy by keeping viable agricultural lands in active production for as long as possible
- Minimizing fiscal impacts of public land ownership to the local government by keeping lands on the tax roll

Grazing Lease Parameters

The District often exercises the option to lease grazing rights to the public when a property is acquired. Lease terms include a maximum stocking rate based on forage availability and the assignment of certain management responsibilities that may include, but are not limited to infrastructure maintenance and/or fence construction and repair. The District restricts activities that could be detrimental to the environmental integrity of the area and requires all lessees to implement best management practices as provided by the Florida Department of Agriculture and Consumer Services. Leased lands remain on the county property tax rolls with the tax payments paid by the lessee. There are currently 10 active grazing leases within the Kissimmee Chain of Lakes Management Area covering 16,722 acres. Most of these were leases or reservations were a condition of sale that will expire in 2018; consequently staff will re-evaluate the benefits and need for continued grazing on the properties.

5.3 Fire

Policy 140-25(5)(c)(3) Prescribed fire will be a primary management tool on District lands and will be applied within fire-maintained communities at appropriate intervals.

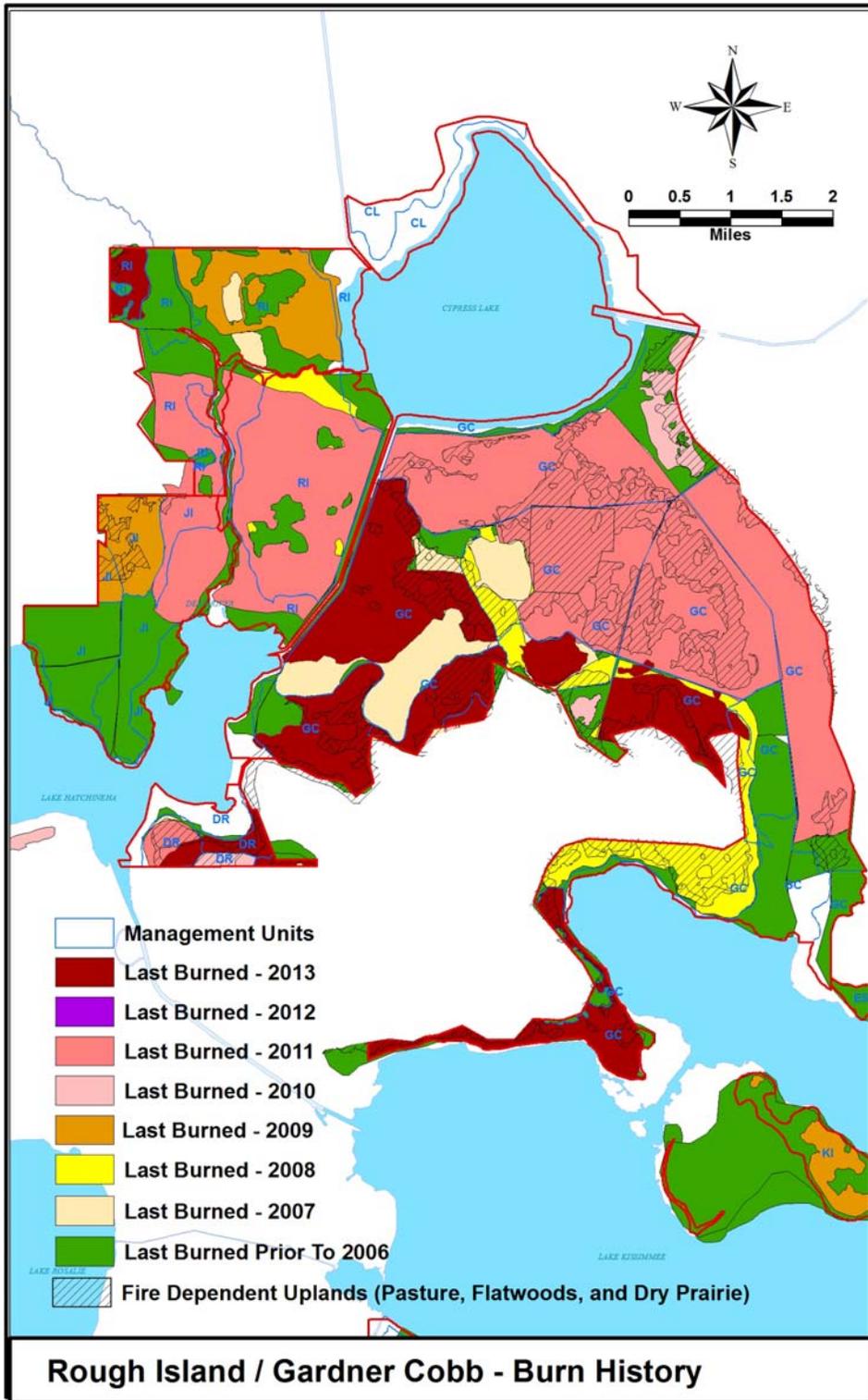
The majority of natural communities on District lands require frequent fire to maintain their vegetative characteristics and biodiversity. Wildfires no longer occur with the historical frequency or extent, which has altered natural community structure and function. Prescribed fire attempts to mimic the benefits of natural wildfires that historically reduced fuel loads, recycled soil nutrients, and maintained natural communities by inhibiting hardwood encroachment and stimulating fire-adapted plant growth and reproduction. The District recognizes the benefits of fire and has integrated prescribed fire planning and application into its land management strategy.

5.3.1 Fire History

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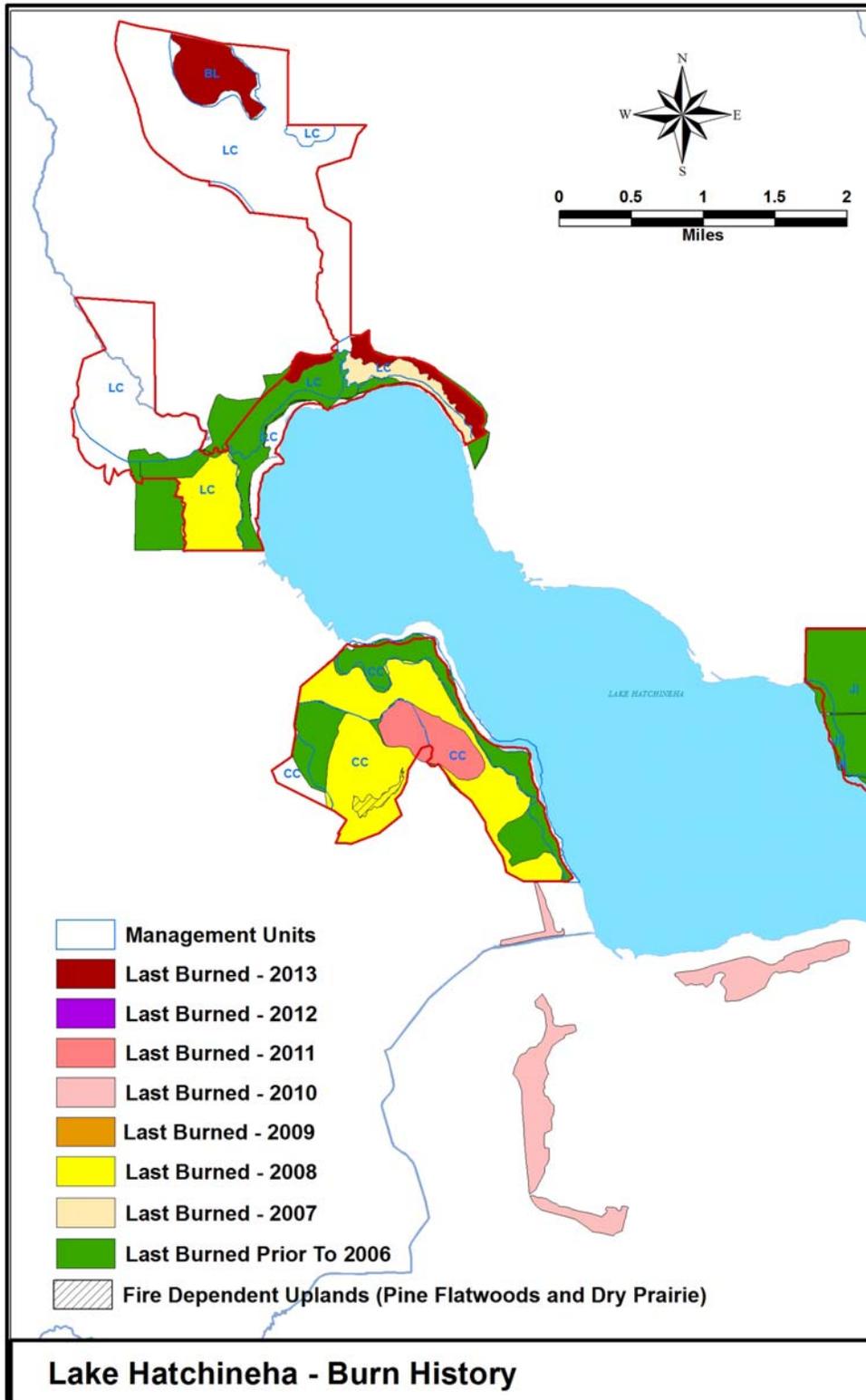
Recent fires within parcels owned by the District in the Kissimmee Chain Of Lakes have occurred as prescribed burns and wildfires. Dates and locations of prescribed burns are shown in **Maps 23 - 24**. Most units have experienced at least two fires since District acquisition. The goal of the prescribed burn program is to apply fire, as necessary, to maintain the natural fire regime of the Management Area.

Maps 23a. Fire History for Upland Fire-Dependent Communities



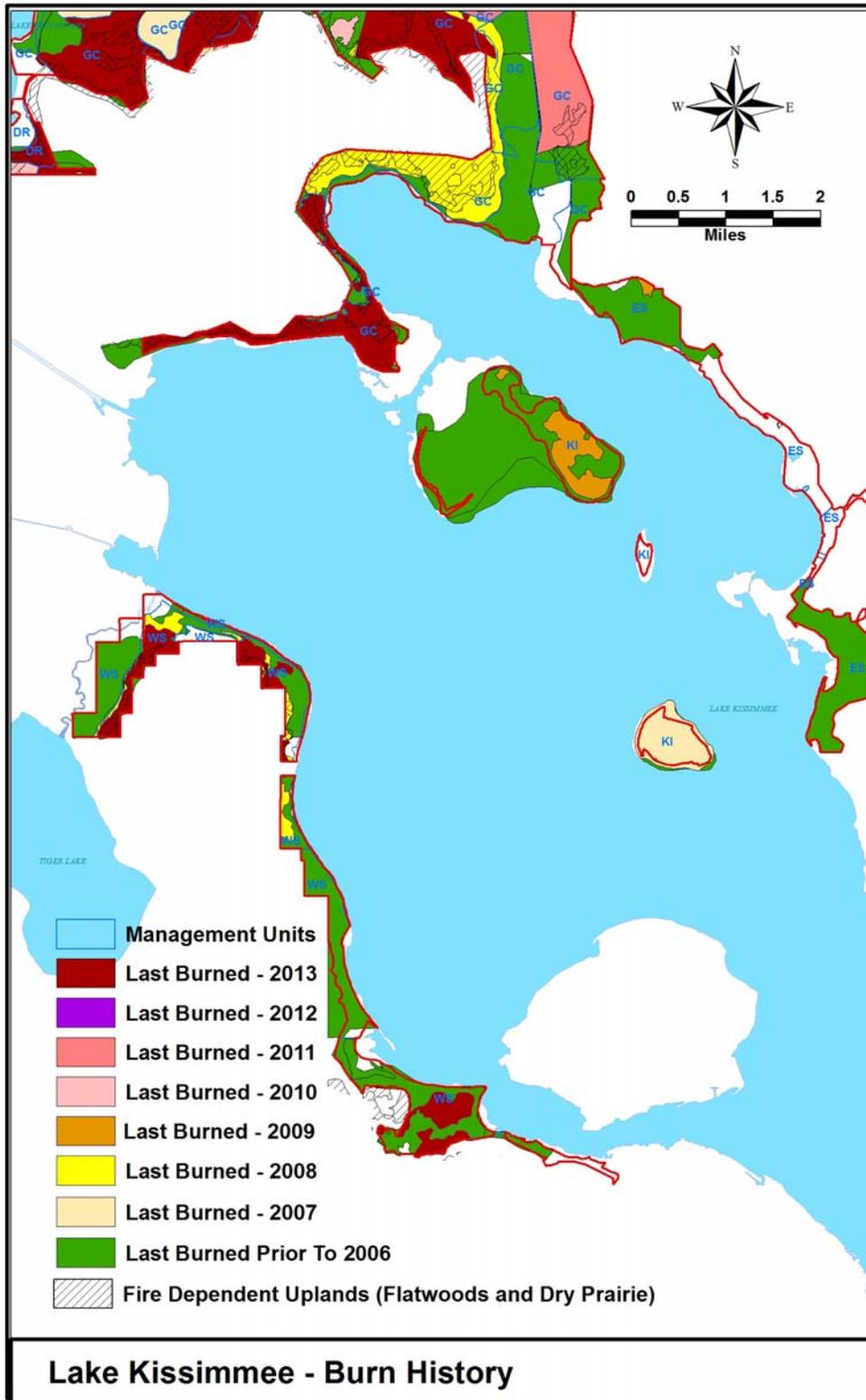
Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExtA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Maps 23b. Fire History for Upland Fire-Dependent Communities



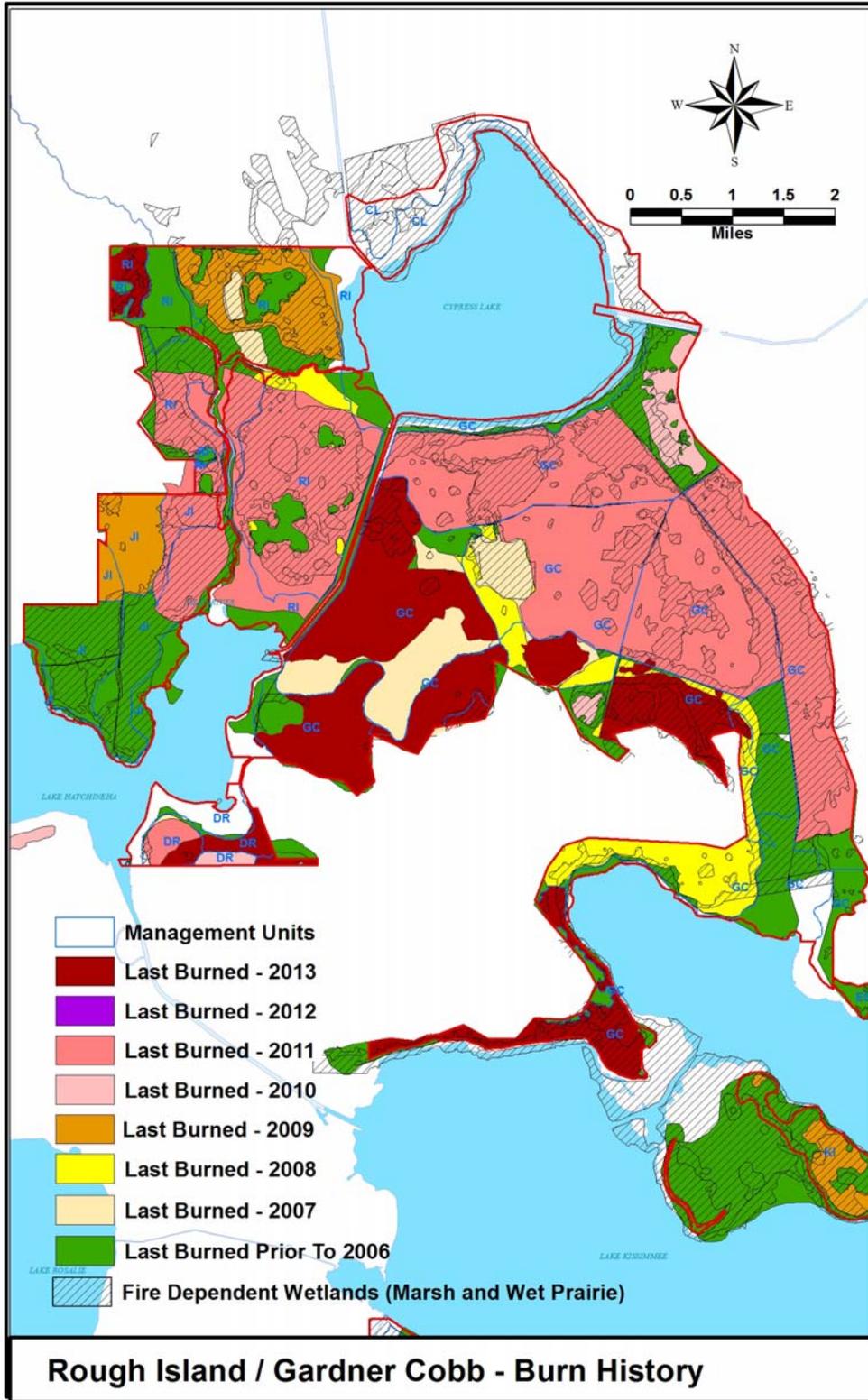
Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExhA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Maps 23c. Fire History for Upland Fire-Dependent Communities



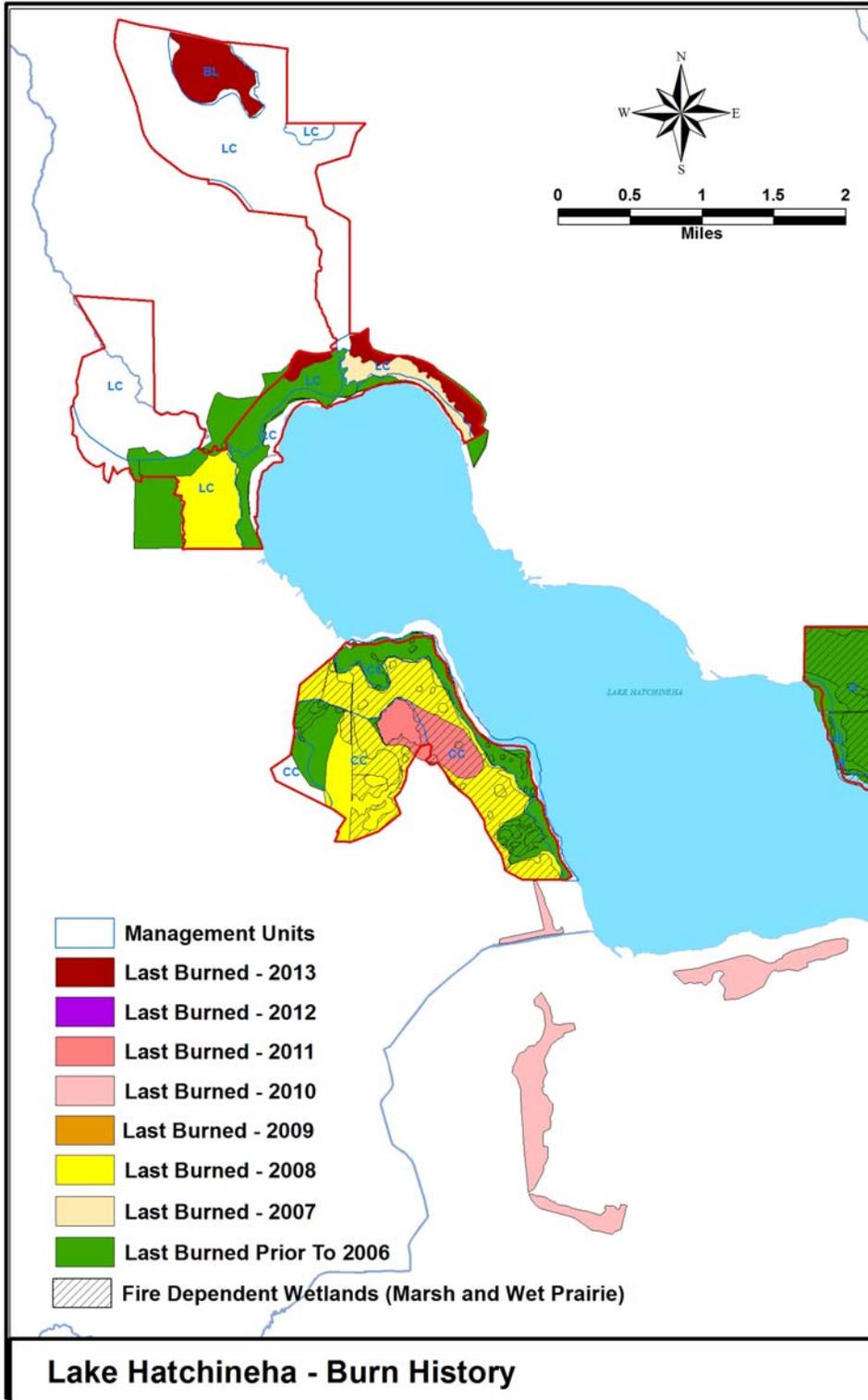
Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExhA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Maps 24a. Fire History for Wetland Fire-Dependent Communities

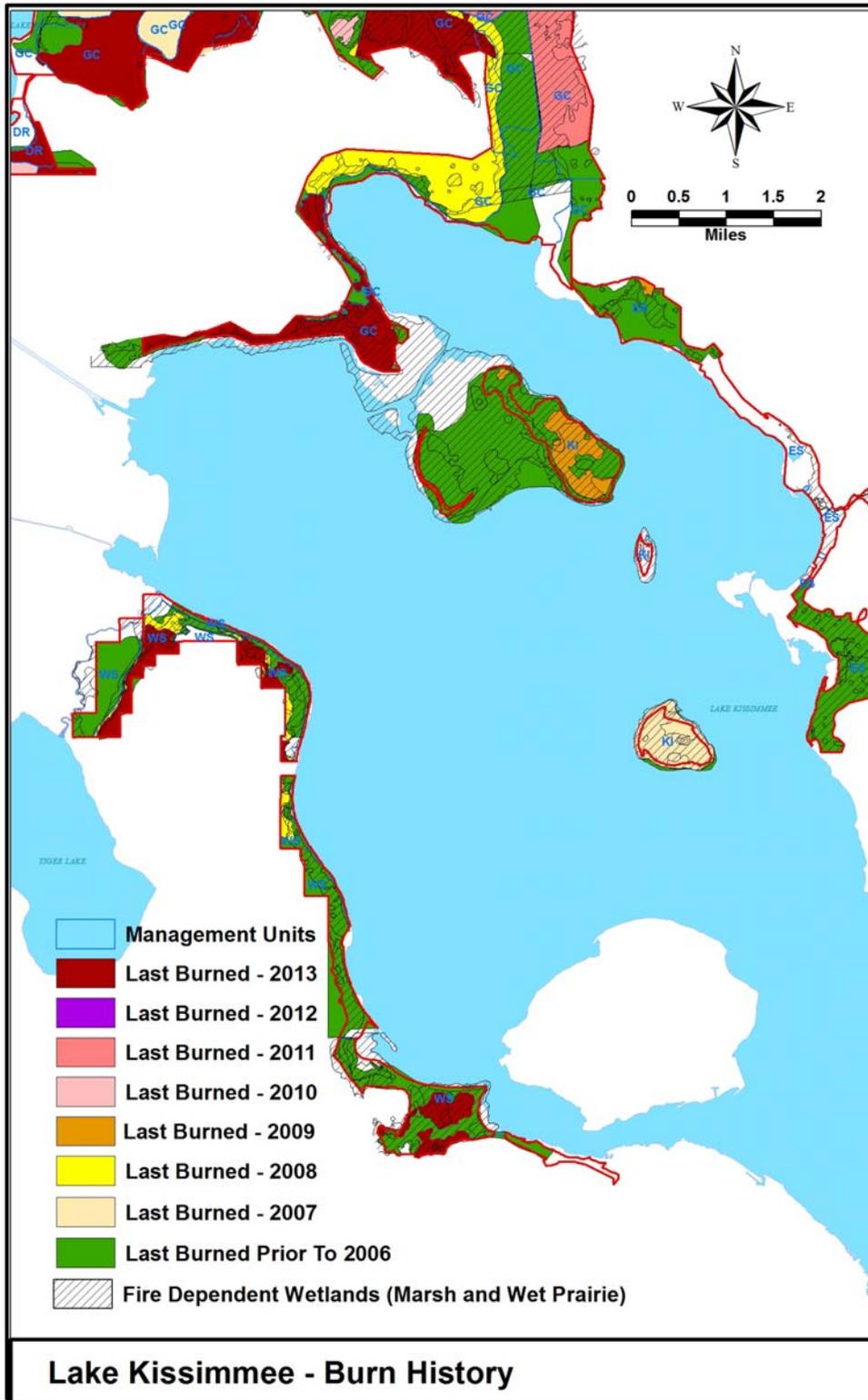


Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExtA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Maps 24b. Fire History for Wetland Fire-Dependent Communities



Maps 24c. Fire History for Wetland Fire-Dependent Communities



5.3.2 Prescribed Fire Planning

Burn units have been established within the Management Area. Seasonal planning considers potential burn areas based on their location, natural community types, fire history, and fire management objectives and constraints. The Land Stewardship Section bases fire management plans on ecological research and professional experience. Fire frequency schedules for each natural community consider recommendations provided in *The Natural Communities of Florida* (Florida Natural Areas Inventory, 1990). To mimic historic fire conditions, Land Stewardship emphasizes growing season burns (April-September) where practical. Natural firebreaks are utilized where possible to promote historic fire patterns, avoid soil disturbance, and reduce hydrologic flow disruption created by fire lines. Listed species life requirements are elements of prescribed fire planning. Application of fire, with appropriately timed herbicide treatments, is used as a tool for the control of exotic and invasive plants.

Burns are executed using proven methods as defined by the Prescribed Burning Act of 1990, Chapter 590.026 Florida Statutes. This legislation and associated administrative rules outline accepted forestry burn practices and are administered through the Florida Forest Service. Land Stewardship has three District staff members assigned to implementing prescribed fire in the Upper Lakes Land Management Region. All Land Stewardship staff have completed the state certified burn course to ensure safety and proper technique.

Prescribed fire is applied within the Management Area at appropriate fire intervals for each natural community. The District concentrates on applying fire to each area of the property in order to reduce accumulated fuel loads, improve habitat, and provide a safer basis for future burns of increased frequency and lower intensity. Planning will emphasize achieving annual burn acreage goals within the appropriate fire intervals. District staff may conduct prescribed burns at anytime during the year to take advantage of suitable water levels and weather conditions.

Prescribed Fire and Carbon Sequestration

The District currently stores carbon on the lands it manages in vegetation and organic soils. Each year, the amount of carbon increases as young forests grow and marshes steadily fix carbon into peat. This is also known as carbon sequestration. It is important to manage the District's land resources in a manner to maximize the amount of carbon that is sequestered, while minimizing carbon dioxide and other greenhouse gas emissions. Prescribed fire is a tool that when used under the right conditions and with the right frequency can increase the rate at which a fire-dependent natural community can grow and store carbon. Following a burn, there is a subsequent spike in primary productivity caused by a release of nutrients and exposure of more surface area to sunlight, as well as post-burn increases of both above and below ground carbon stores.

Prescribed fire guidelines for maximizing carbon storage that the District considers when conducting prescribed burns include:

- Burning at 3 to 5 year intervals
- Conducting late winter burns
- Implementing a proper mop-up phase of the prescribed fire to extinguish smoldering stumps is important to reduce unnecessary carbon and nitrous oxide releases, flaming combustion releases much less carbon than smoldering combustion
- Avoiding muck fires and conditions that lead to muck fires as they release large quantities of carbon and nitrous oxide
- Keeping fuel density low to avoid the possibility of massive carbon releases in wildfire

5.3.3 WILDFIRE SUPPRESSION

Policy 140-25(3)(d) The Division of Forestry will be notified of all wildfires on District lands. Land Stewardship will provide initial suppression when commensurate personnel and equipment are available.

Lightning-caused wildfires are a common occurrence throughout Florida, including the Kissimmee Chain of Lakes Management Area. It is District policy, and state law, that the Florida Forest Service is notified when a wildfire occurs on Land Stewardship-managed properties. Land Stewardship staff assigned to the area respond to and, if appropriate, begin suppression of area wildfires when detected.

If District manpower is available and site conditions are favorable, an authorization will be requested from the Florida Forest Service to incorporate the wildfire into a controlled burn. Allowing these wildfires to burn will help achieve burn objectives and will prevent counterproductive and unnecessary suppression efforts. It is recognized that the best wildfire mitigation for the Management Area is to maintain the area with frequent prescribed to reduce fuel loads and maintain productive plant communities.

The Florida Forest Service District office that is responsible for Gardner-Cobb, Lake Cypress, Drasdo, East Shore Lake Kissimmee, and Kissimmee Islands management units (in Osceola County) is located in Orlando. The Osceola County Fire Station responsible for the same area is based out of Kissimmee. The Forest Service District office that is responsible for Catfish Creek, Lightsey, and Oasis Marsh management units is located in Lakeland. The Polk County Fire Station responsible for the same area is based out of Bartow.

5.4 WILDLIFE MANAGEMENT

A primary objective in the stewardship of the Management Area is to maintain healthy fish and wildlife populations. Land Stewardship accomplishes this in several ways:

- Performing land management activities that maintain and/or improve native wildlife habitat
- Conducting specific management practices to benefit protected species
- Following management guidelines for listed species protection as determined by the *Multi-species Recovery Plan for the Threatened and Endangered Species of South Florida, Volume 1*, (U.S. Fish and Wildlife Service. 1998)
- Reducing non-native pest species populations where appropriate
- Maintaining a master file of confirmed and potential wildlife species
- Cooperating with the Florida Fish and Wildlife Conservation Commission on wildlife management issues including wildlife inventories and evaluating management actions, developing resource-based hunting regulations, and developing regulations to prohibit activities that have the potential to negatively impact wildlife.

Wildlife management in the Management Area is directed toward production of natural species diversity consistent with the biological community types present. The Florida Fish and Wildlife Conservation Commission maintains a lead role in wildlife management in the Management Area by managing public hunting activities.

5.4.1 Game Management

Policy 140-25(4)(b)(4) Florida Fish and Wildlife Conservation Commission regulations shall govern hunting in areas opened for such use.

Game density is believed to be relatively high due to the wide array of natural communities within the Kissimmee Chain of Lakes basins. In 2008, the District authorized the Florida Fish and Wildlife Conservation Commission to initiate rulemaking to establish approximately 21,000 acres of District lands within the Kissimmee Chain of Lakes as a managed area for the purpose of hunting and other recreation opportunities. The Commission opened these areas as the Kissimmee Chain of Lakes Managed Area beginning in 2009.

Game management, regulation of hunting activities, and enforcement of hunting laws within areas opened for hunting are conducted under statewide laws and regulations adopted by the Florida Fish and Wildlife Conservation Commission for the Kissimmee Chain of Lakes Managed Area.

All persons wishing to recreate on lands within the Kissimmee Chain of Lakes Managed Area should obtain a current copy of the regulations brochure

produced annually by the Florida Fish and Wildlife Conservation Commission (**Appendix F**).

5.4.2 Exotic/Invasive Animal Species

Wildlife pest species are those non-native species that are harmful to native wildlife and negatively impact native vegetation and wildlife or interfere with management objectives. The Land Stewardship's goal for wildlife pest management is to reduce populations to attain an acceptable level of impact to natural plant and animal communities. The District's land manager uses monitoring, visual observation, and consultation with the Florida Fish and Wildlife Conservation Commission to define an acceptable level of impact. When population control measures are warranted, land managers consult with the Commission to determine effective and appropriate control techniques. The effects of pest population control efforts are monitored by periodic site evaluations.

The feral hog is a pest species that occurs within the Management Area. Disturbance caused by this species negatively impacts natural communities and interferes with land management operations. Although valued by some members of the public as a game animal, the feral hogs' high fecundity, adaptability, rooting behavior, omnivorous diet, and ability to quickly colonize areas raises environmental concerns. Their disruption of soil and vegetation alter natural communities and can be especially damaging in sensitive habitats that are slow to recover. Hog disturbance has occurred within most of the Management Area including wetland communities. Land management objectives are affected when rooting disturbance disrupts prescribed burns by preventing the spread of fire. Areas of disturbed soil are also more susceptible to exotic plant invasion. Rooting can also damage hiking trails, have a detrimental impact on small animal populations, and ground-nesting birds, and can damage infrastructure.

Public hunting is the primary method used for hog removal in the Management Area where the hunting of hogs is allowed year-round without a size or bag limit. Since 2005, contracted hog control agents have removed some hogs from most of the management units.

5.4.3 Rare, Threatened and Endangered Species

Policy 140-25(2)(b) Particular emphasis shall be placed on the identification, protection and management of rare, threatened and endangered species.

Several listed wildlife species are present or have been observed historically on the Management Area (**Table 3**). Impacts to these species from planned land management and recreational activities are of special concern. Activities that might jeopardize the well being of these species may be altered or cancelled. District land management activities including prescribed burning, hydrologic

restoration, exotic vegetation eradication, understory control, and selective forest thinning improve natural environmental characteristics that benefit listed species as well as a variety of other indigenous wildlife.

Management emphasis concerning rare and/or listed wildlife species within the Management Area has centered around three species: the American wood stork, whooping cranes, and the Southeastern big-eared bat.

American Wood Storks

A nesting colony (# 612048 as identified by the Fish and Wildlife Conservation Commission 1991) of American wood storks was located within the Rough Island Management Unit until the late 1990s. The wood stork is a colonial wading bird, generally found socializing with other storks or wading birds. Nesting occurs in wetlands throughout the Southeastern United States, but Florida maintains the largest population of wood storks.

District regulations governing public access to the southern terminus of Reedy Creek within the Rough Island Management Unit, restricted human activity within 100 meters of the historical wood stork colony 24 hours a day between February 15 - August 15. The District's public use rule, 40E-7, F.A.C. is being amended to lift these restrictions because the rookery has not been active in this area since the late 1990s and had relocated to Lake Russell beginning in the 2000 nesting season. In the past, the storks have nested directly north of the Reedy Creek-Dead River divergence. However, wood storks are highly mobile and may roost at other locations along the creek.

Southeastern Big-Eared Bats

A colony of southeastern big-eared bats was discovered in an abandoned trailer on District property in September 1993. These bats may have been roosting at this site as many as 15 years prior to their discovery in 1993. It is the southernmost maternity colony of *Corynorhinus* species yet confirmed.

The abandoned trailer is located within a fairly remote hardwood hammock in the Rough Island-West Management Unit. In 1996, Land Stewardship Section staff built a "bat house" near the north perimeter of the management unit, adjacent to the existing abandoned trailer. The bat house was built in an attempt to relocate the bats to the new house, leaving the abandoned trailer to be removed from the site. The site has been monitored for presence of bats. The majority of the bats continue to use the abandoned trailer as their colony site.

Whooping Cranes

The federally endangered Whooping Cranes are regularly encountered along the eastern shore of Lake Kissimmee and are occasionally seen along the shore of Lake Hatchineha. Whooping cranes had disappeared from Florida in the 1930s. In 1990, the Florida Fish and Wildlife Conservation Commission implemented a program to reintroduce a non-migratory population into Florida centered around

Lake Kissimmee and the Kissimmee Prairie. Birds have been released annually since 1993. The cranes began establishing nests in 1998, but have had very little breeding success. Consequently, the introductions were halted in 2004, and the program was officially discontinued in 2008. Monitoring ceased in 2012, at which time there were approximately 15 birds in the Kissimmee Chain of Lakes.

Table 3. Listed Animal Species: (T) Threatened, (E) Endangered, (SSC) Species of Special Concern

Scientific Name	Common Name	Status	
		Fed	State
<i>Aramus guarauna</i>	Limpkin		SSC
<i>Caracara cheriway</i>	Crested caracara	T	
<i>Drymarchon corais couperi</i>	Eastern indigo snake	T	
<i>Egretta caerulea</i>	Little blue heron		SSC
<i>Egretta thula</i>	Snowy egret		SSC
<i>Egretta tricolor</i>	Tri-colored heron		SSC
<i>Eudocimus albus</i>	White ibis		SSC
<i>Falco sparverius paulus</i>	Southeastern American kestrel		T
<i>Gopherus polyphemus</i>	Gopher tortoise		T
<i>Grus canadensis pratensis</i>	Florida sandhill crane		T
<i>Grus Americana</i>	Whooping Crane	E	
<i>Mycteria americana</i>	Wood stork	E	
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake		SSC
<i>Rostrhamus sociabilis plumbeus</i>	Everglades snail kite	E	
<i>Sciurus niger shermani</i>	Sherman's fox squirrel		SSC

6. Public Use

Policy 140-23 The Land Stewardship Program mission is to provide natural resource protection and management while allowing compatible multiple uses on designated public lands.

Section 373.1391 (1)(a) Florida statute states that wherever practical, lands acquired by the District shall be open to the general public for recreational uses. The District encourages public use of management areas for appropriate natural resource-based activities. All District lands are available for public use, except in rare instances where there is no legal public access or where reservation/lease restrictions or construction activities prohibit public entry.

Public input into the management of the area is solicited at the quarterly Water Resource Advisory Commission Recreational Issues Workshops. Adjustments to

public use opportunities are made on an ongoing basis through the Recreational Issues Workshops and by rulemaking through the 40E-7, F.A.C. Public Use Rule. This plan addresses public use matters only to describe the scope of public use opportunities available or planned as of the date of the plan, and is not intended to set public use policies through the plan period.

The determination of compatible public uses is based on the following criteria:

- Consistency with the reason the lands were acquired
- Restrictions and/or prohibitions imposed by easements, leases, reservations, purchase agreements, and other legal mandates
- Infrastructure and support facility requirements, such as fences, gates, signage, entry design, stabilized off-road parking, trails, campsites, maintenance, and other operational and budgetary impacts
- Opportunities for persons with disabilities
- Limitations on use resulting from endangered species, other sensitive natural resources, archeological resources, or land management practices
- Public health, safety and welfare
- Protection of resources

A wide variety of recreational activities are provided for in the Management Area (**Map 25**) including airboating, bicycling, canoeing, camping, equestrian use, fishing, hiking, amateur astronomy, and hunting. User information concerning recreational activities is located at the District's regional service centers and West Palm Beach office, and at entrances to the Management Area. Information may also be obtained by selecting "Recreation" on the District's website at: www.sfwmd.gov.

6.1 Resource Protection

Policy 140-25(1)(d) Public use shall not result in detrimental impacts to water resources. When a public use activity produces detrimental effects on water resources, it shall be discontinued until an evaluation determines that such use is compatible.

Policy 140-25(3)(g) Resource protection shall be provided by professional law enforcement services through funded and unfunded contractual agreements to safeguard the public and protect natural and cultural resources on District-managed natural areas.

Policy 140-25(4)(b)(1) Public use regulations are set forth in 40E-7.511, Florida Administrative Code, to implement Section 373.1391(1)(b), Florida Statutes. Accordingly, the District shall publish and make available to the public a "Recreational Guide" for designated land management areas.

Regulations that govern activities within the Management Area are in the District's 40E-7, F.A.C. Public Use Rules, and the Florida Fish and Wildlife

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Map 25. Kissimmee Chain of Lakes Area Under FWC Public Use Rules



Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExhA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

Conservation Commission's Kissimmee Chain of Lakes Managed Area regulations. The Florida Fish and Wildlife Conservation Commission is responsible for enforcing laws, rules, and regulations applicable to the Management Area, along with the local county sheriffs' offices.

Management of public activities on District lands requires a strong commitment to resource protection while simultaneously promoting public recreational uses. The District emphasizes the enforcement of pertinent rules and regulations to protect natural resources and enhance recreation opportunities. Law enforcement officers conduct regular patrols throughout the year, increasing their presence during hunting seasons and at other times when public use is high. Law enforcement surveillance protects natural and cultural resources, deters illegal activity, and safeguards the public. Patrols are conducted with 4-wheel drive vehicles, boats, all terrain vehicles, aircraft, and on foot. The Land Stewardship Section's law enforcement coordinator reviews biweekly reports and meets with officers to structure patrols based on resource needs.

Resource protection is also greatly enhanced by the establishment and maintenance of posted fence lines that delineate property boundaries. New fence construction and maintenance needs are addressed as necessary.

6.2 Environmental Education

Educational programs are developed and implemented on select management areas by organizations interested in promoting increased visitor knowledge and appreciation of natural areas and cultural resources. A central theme to these programs is the vital role of water management in maintaining resource viability and productivity.

Public outreach and government affairs programs for the Kissimmee Chain of Lakes are coordinated and implemented by District representatives based out of the Orlando Service Center whose staff serves as the primary contacts for media relations, government representative communications, and classroom presentations.

7. Administration

Administration of District land management is directed through the Land Stewardship Section. Policy decisions, planning and budgeting, procurement of personnel and equipment, contract administration, and issues of program development are administrative tasks coordinated through the Section. Input is provided from the public and regional land managers located at District Service Centers, Field Offices, or Field Stations over the 16-county area. Regional land managers handle regular administrative duties from their field locations to assure quick response to local concerns and management issues. Administrative activities for the Management Area are handled through the DuPuis field office.

7.1 Planning and Budgeting

Planning is a major function of the Land Stewardship mission and is critical to maintain proper program focus, direction, and coordination with other agencies. Planning is accomplished by section planning staff in coordination with land management staff. Section-level planning produces the Land Stewardship Activity Report for the Florida Forever Workplan, and coordinates land acquisition planning with other District and outside agency personnel.

Policy 140-25(6)(b) General Management Plan: Provides a description of recommended management and is required for each Land Stewardship Management Area. The GMP follows a designated format and is updated every ten years.

General Management Plans are developed that detail strategies to guide management activities on individual project areas. These plans define goals and objectives, identify major management issues, and describe management activities. Each plan is subject to a draft revision period where public comment and professional review is requested prior to plan approval. Each plan is revised on a ten-year cycle by planning team and land management staff.

Policy 140-25(5) The District will secure dedicated funding sources, personnel and other resources to support program goals and objectives. Project funding needs and sources for cooperative management agreements with government and non-government entities will be identified during acquisition. A cooperative management agreement will designate a lead manager and identify whether District funding is required.

The principal sources of funding for land management operations include revenue from commercial and agricultural leases, revenue generated from mitigation banks and interest earned on offsite mitigation funds, and ad valorem tax revenue. Historically, the Water Management Lands Trust Fund, administered by the Florida Department of Environmental Protection, had been the primary source of land management funding. Additional funding and support has been obtained from grants, the harvest of renewable resources, in-kind services from cooperating management partners, and no-cost services from user groups and volunteers.

Budget planning begins in November during the work planning process for the following fiscal year (October-September). Overall funding availability generally determines management activities. Site-specific priorities are generated and submitted by the regional land managers. Budget distribution among the District's five land management regions is based on a programmatic prioritization of management needs.

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The continued operation and maintenance of the Kissimmee Chain of Lakes Management Area includes costs to cover staffing, ongoing operational and land management expenses, and capital refurbishment/replacement of aging infrastructure. Capital infrastructure needs are determined by its condition and the anticipated continued serviceability over the next fiscal year. Priorities for capital refurbishment/replacement are made on a District-wide basis. Most of the public use infrastructure within the Kissimmee Chain of Lakes is relatively new, consequently there are no anticipated capital refurbishment/replacement costs anticipated for this plan period.

The operational and land management expenses for FY 2014 are included in **Table 4**, below. Utilities and operational expenses include supplies, septic service, business travel, and safety equipment. Public use costs are generally the maintenance costs of public use facilities. Site Security (\$13,800) represents costs associated with contracted law enforcement services and is currently only budgeted for the London Creek unit which had mitigation funds available for this purpose. Additionally, the budget figures in Table 4 include several other items that are restricted to either the London Creek or Rolling Meadows units which have dedicated mitigation funding sources. These items include money for exotic species control (\$115,000), vegetation management (\$35,000), and road maintenance (\$16,000). Excluding those items, the FY 2014 budget available for the management of the remaining area was \$232,000. Base level funding needs may increase in the future in response to increasing operational expenses including fuel costs and contracted exotic plant control needs.

Table 4. Operational and Land Management Expenses for Fiscal Year 2014.

KCOL	2014 Budget
Contracted Land Mgt. Svcs	\$0
Utilities and Operational Expenses	\$31,188
Equipment and Infrastructure Maintenance	\$77,000
Exotic Species Control	\$220,000
Vegetation Management	\$118,600
Public Use	\$4,000
Site Security	\$13,800
Total	\$464,588

7.2 Infrastructure

Policy 140-25(3)(k) Infrastructure support shall be developed and maintained to provide safe access for responsible management and public use on District lands. Such infrastructure may include access points, roads, trails, signs, utilities, and minimal public facilities.

Current infrastructure which requires regular maintenance includes recreation access points and trailheads, perimeter posting and fencing, firelines, hiking trails and roads, kiosks, camp sites and picnic areas, and other structures.

7.3 Personnel and Equipment

The District is separated into five geographic regions, each staffed with professional land managers and technicians who are supervised by a Section Leader. The Land Stewardship Section Administrator, recreation staff, and planning staff are headquartered at the main West Palm Beach office.

Stewardship of the Management Area is the primary responsibility of the District's Upper Lakes regional land management staff which currently consists of 2.5 full time employees. Additional management input and support comes from other Land Stewardship staff and Field Station personnel, as well as staff within the Vegetation Management Section.

Staff have access to tools, supplies, equipment, four-wheel drive vehicles, vessels, fire suppression trucks, all terrain vehicles, swamp buggies, an airboat, a dump truck, tractors, a road grader, a backhoe, and a large plow. The District's St. Cloud Field Station crew and equipment, as well as leased equipment, are also available to assist in the Management Area on a limited basis.

7.4 Volunteers and Alternative Work Force

Policy 140-25(5)(d)(1) Volunteers, interns and alternative work forces will be used when possible to supplement existing staff and services.

Section 373.1391(3) F.S. encourages the District to use volunteers for land stewardship and other services. The District recognizes the merits of volunteerism and welcomes participation in activities appropriate for public involvement. In Fiscal Year 2013, District lands benefited from 10,000 volunteer hours, or \$217,900 worth of volunteer services (using a \$21.79/hour national average for the value of volunteer service). Land managers have worked with volunteers from the Kissimmee River Valley Sportsmen's Association, Florida Sportsman Association, and the Osceola County Airboat Club when implementing land management activities. The volunteer activities have included fencing and fence removal, perimeter sign posting, trash pickup, airboat transportation, and installing public use amenities. These volunteer activities

help accomplish management objectives, promote citizen involvement, and allow area staff to focus on other tasks.

7.5 Contractual Management

Policy 140-25(5)(a). The private sector may be solicited to furnish certain management-related facilities and services through the execution of leases and agreements. These leases/agreements will assure mutual benefits to both the District and private parties and be consistent with the program management objectives.

Effective operation and management of District properties requires the services and cooperation of private organizations, other governmental agencies, and volunteers. Contractual relationships are formalized through management agreements signed by both the District and contracting entity with the document defining the responsibilities of each party.

The District has established and maintains two contractual management agreements to assist with management:

Contract #LS040808

A 50 year lease from the Trustees of the Internal Improvement Trust Fund to the District that gives the District the management responsibility for sovereign submerged lands throughout the Kissimmee Chain of Lakes system.

Contract # LS060958

A lease from the District to the Florida Department of Environmental Protection, Division of Recreation and Parks to manage the western half of the District's Catfish Creek property as part of the Allen David Broussard Catfish Creek State Park.

7.6 Management Review

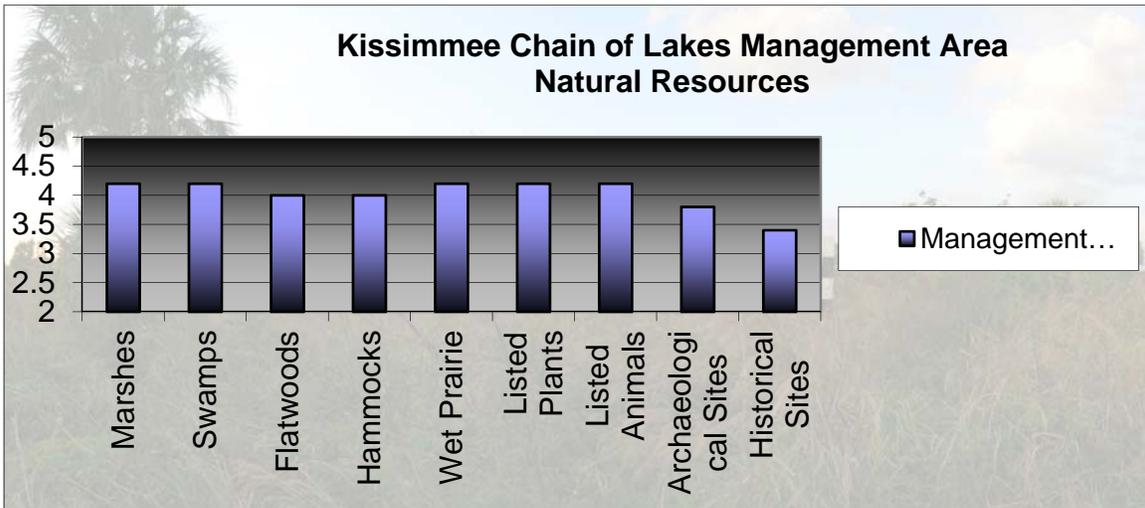
Policy 140-22(j) Section 373.591, Florida Statutes, mandates the District to solicit input on current management programs through professional peer reviews.

A land management review team is identified for each project area with a General Management Plan. The composition of the review teams are defined by statute (§ 373.591, Fla. Stat.) and include state, county, and private entities that are charged with reviewing management activities to assure they are consistent with acquisition intent and program objectives. Management assessments are conducted in light of the goals and objectives defined in the area's general management plan and are scored on a scale of 1 to 5 with a 1 meaning the management is insufficient and a 5 meaning the management is extremely effective. If the review team determines that management is insufficient in any

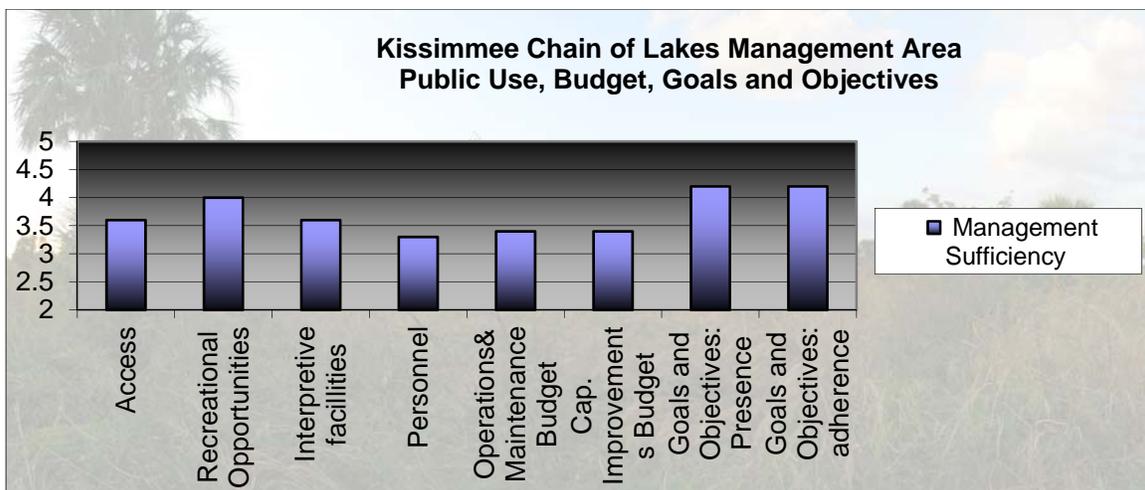
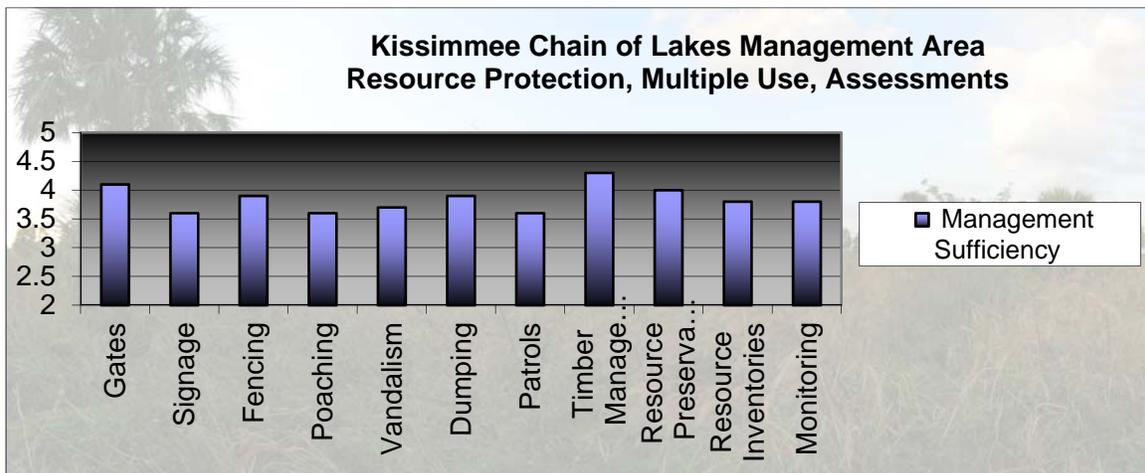
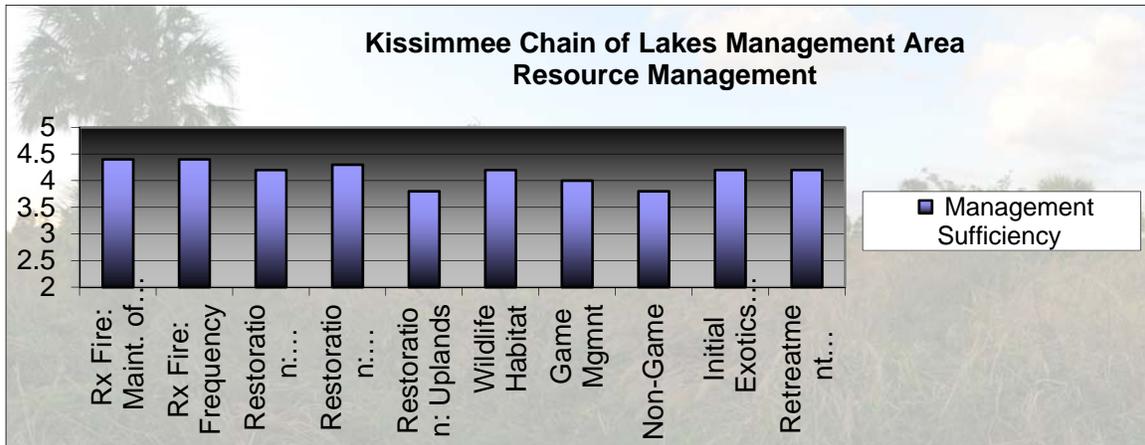
area, defined as attaining an average score of less than 3.0, then the District is to provide a written explanation to the review team along with proposed corrective actions.

A management review of the Kissimmee Chain of Lakes was conducted on December 17, 2013. The review team provided comments on the condition of the land and the management of the site. Positive comments were received on the quality and quantity of land management and restoration work being accomplished by a small land management team. The review team expressed concern over the staffing level noting that the acreage managed is very large for a two and a half-person field crew. Concern was also expressed about the lack of law enforcement patrols to prevent poaching and vandalism.

The team also rated the land management sufficiency grouped under the broader categories of Natural Resources; Resource Management; Resource Protection, Multiple Use, Assessments; and Public Use, Budget, Goals and Objectives. The average score for each evaluation criteria are identified on the graphs below and indicate the review team felt the Kissimmee Chain of Lakes Management Area was being properly managed:



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The average score by the 2013 management review team for the condition of the Natural Resources was 4.0; Resource Management was 4.2; Resource Protection, Multiple Use, and Assessments was 3.8; and Public Use, Budget and Goals and Objectives was 3.7. The relatively low scores received in the Historical Sites criteria

was based on the demolition of a highly deteriorated mid-century wooden cabin that had been used as an informal shelter and destination by boaters. District engineers had determined that the structure was no longer suitable for public use and was beyond repair. The removal of the structure was approved by the Division of Historic Resources. The relatively low scores received for the criteria of Personnel, Operations & Maintenance Budget, and Capital Improvement Budget reflect the review team's recognition of the District's current budgetary and staffing challenges.

Appendix A

Land Stewardship Program Goals and Policies

ARTICLE II. LAND STEWARDSHIP

Sec. 140-21. Scope.

This policy shall apply to all lands managed by the Land Stewardship Program, including property acquired with Save Our Rivers, Preservation 2000 or mitigation funding. Nothing in this policy shall negate any statute, administrative rule, or other policy requirement. This policy may be reviewed and approved by the District Governing Board at five-year intervals or earlier and updated as required. Public comment may be solicited as part of the review process.

(R.M. No. 139)

Sec. 140-22. Purpose.

(a) This policy establishes a commitment to the responsible management of District lands in a manner consistent with legislative directives and the District's mission.

(b) In 1981, the Florida Legislature established the "Save Our Rivers" program (SOR) for the five water management Districts to acquire water resource lands. This legislation (Section 373.59, Florida Statutes) produced the Water Management Lands Trust Fund, empowering the water management Districts to acquire lands needed to protect, manage, and conserve the state's water resources. Preservation 2000 (P2000), enacted by the Legislature in 1990, also added land acquisition funds to the Save Our Rivers program. The 1999 Florida Forever Act consolidated the legislative directives of SOR/P2000 and expanded the funding to take over when P2000 terminates. The 1999 legislation authorized funds to be appropriated for acquisition, management, maintenance and capital improvements, including perimeter fencing, signs, control of invasive exotic species, controlled burning, habitat inventory and restoration, law enforcement, access roads and trails, and minimum public accommodations.

(c) Land acquired by the District's Save Our Rivers program and managed by the Land Stewardship program must satisfy several requirements set forth in Sections 373.139 and 373.1391, Florida Statutes. Section 373.139, Florida Statutes, declares it necessary for the public health and welfare that water and water-related resources be conserved and protected. The acquisition of real property for this objective shall constitute a public purpose for which public funds may be budgeted.

(d) Section 373.1391(1)(a), Florida Statutes, states that lands titled to the water management districts shall be managed and maintained to the extent practicable to ensure a balance between public access, general public recreational purposes, and restoration and protection of their natural state and condition.

(e) Section 373.1391(1)(b), Florida Statutes, states, in part, that "Whenever practicable, such lands shall be open to the general public for recreational uses. General public recreational uses shall include, but not be limited to, fishing,

hunting, horseback riding, swimming, camping, hiking, canoeing, boating, diving, birding, sailing, jogging, and other related outdoor activities to the maximum extent possible considering the environmental sensitivity and suitability of those lands."

(f) Section 373.1391(1)(d), Florida Statutes, states that the District shall first consider using soil and water conservation Districts to administer agricultural leases.

(g) Section 373.1391(3), Florida Statutes, encourages each District to use volunteers to provide land management and other services.

(h) Section 373.1391(4), Florida Statutes, encourages each District to enter into cooperative land management agreements with state agencies or local governments to provide the coordinated and cost-effective management of lands.

(i) Section 373.1391(5), Florida Statutes, authorizes water resource and supply projects, stormwater management projects, linear facilities, and sustainable agriculture and forestry where it is compatible with the natural resource values and the public interest and is consistent with the project management plan, the proposed use is appropriately located on the property and other lands have been considered, and the titleholder of the property has been properly compensated.

(j) Section 373.591, Florida Statutes, mandates the District to solicit input on current management programs through professional peer reviews.

(R.M. No. 139)

Sec. 140-23. Statements of Policy.

The Land Stewardship Program mission is to provide natural resource protection and management while allowing compatible multiple uses on designated public lands. The mission statement, together with requirements set forth in the Florida Statutes, provide three primary goals for the District Land Stewardship Program, each of which is linked to sections in this Land Stewardship Policy document:

- (1) Conservation and protection of water resources (section 140-25(1)).
- (2) Protection and/or restoration of land to its natural state and condition:
 - a. Restoration and Protection of Natural Communities (section 140-25(2)); and
 - b. Resource Operations and Maintenance (section 140-25(3)).
- (3) Provide public use (section 140-25(4)).

(R.M. No. 139)

Sec. 140-24. Definitions.

For the purpose of this article, the following words and terms shall have the meanings respectively ascribed:

Archaeological/Historic Resources means any prehistoric or historic district site, building, object, or property of historic, architectural, or archaeological value relating to the history, government, and culture of a historic or pre-historic people.

Best Management Practice (BMP) means the best available technology or process that is practical and achieves the desired goal or objective.

Capital Improvement means activities relating to the restoration, public access, recreational uses and necessary services for land and water areas, including the

initial removal of invasive plants, and the construction, improvement, enlargement or extension of facilities' signs, fire lines, access roads, and trails. Such activities shall be identified prior to the acquisition of a parcel or the approval of a project.

Cooperating Agencies means two or more agencies working together to operate a specific management area.

Cooperative Management Agreement means an agreement between two or more agencies outlining the respective duties and responsibilities of each agency in the management of a specific tract of land.

Critical Habitat means areas designated for the survival and recovery of state/federally listed rare, threatened, endangered or other sensitive species.

Desirable Vegetation means native plant species that are appropriate for a specific community type and provide benefits to wildlife in the form of food, cover and nesting.

Habitat Diversity means richness and variety of native plant communities within a particular area of the landscape.

Hydroperiod means flooding duration, depth, and timing that influences species composition, ecosystem structure and function.

Interim Land Management means management of non-natural areas that provides revenue without impacting long-term water-development projects.

Invasive/Exotic Vegetation means certain plants that displace native species and adversely affect wildlife habitat, water quality, recreation, and biological diversity.

Lead Manager means the prime managing entity designated for a given tract of land; generally provides the on-site staff.

Management Area means a single tract or combination of tracts under one management program.

Mitigation means, for purposes of this policy, the actual acquisition, restoration, creation, or enhancement of wetlands to compensate for permitted wetland impacts.

Mitigation Banking means wetland acquisition, restoration, creation or enhancement undertaken expressly to provide compensation in advance of wetland losses from development activities.

Multiple-Use means the management of renewable resources for a variety of purposes such as recreation, range, timber, wildlife habitat, and water resource development.

Prescribed Fire means burning of vegetative fuels using controlled application of fire within specified environmental conditions.

Primary Resource Lands means lands having high water resource, fish, wildlife, and recreational values requiring acquisition or protection.

Regional Mitigation Area means, for purposes of this policy, permitted wetland impacts offset through payment for the acquisition, restoration and perpetual management of a Save Our Rivers identified and duly noticed project.

Responsible Management means level of management described in the General Management Plan.

Sustainable Use means to provide continued use of a natural resource without degradation or loss of that resource.

Water Resource Buffer means that portion of a Preservation 2000 or Save Our Rivers project necessary to protect the aquatic environment.

Wildlife Corridor means a connection between natural areas that allows the safe movement of wildlife.

(R.M. No. 139)

Cross references: Definitions and rules of construction, § 100-2.

Sec. 140-25. Responsibilities.

The Land Stewardship Program is responsible for:

(1) Water Resource Protection. The basis for the Land Stewardship Program is the protection and management of natural hydrologic resources. The following policies guide implementation of this objective:

a. Acquired lands shall be managed to provide water resource-related benefits.

b. Land uses or activities that significantly or permanently alter or degrade the quality, quantity and/or natural movement of ground or surface water are not allowed unless they are a part of a regional water management system.

c. Where feasible, an attempt shall be made to restore a more natural hydroperiod on tracts where the drainage patterns have been altered.

d. Public use shall not result in detrimental impacts to water resources. When a public use activity produces detrimental effects on water resources, it shall be discontinued until an evaluation determines that such use is compatible.

e. Water resource lands designated as necessary to implement the Central and Southern Florida "Restudy" Project shall, upon acquisition, become the responsibility of the (Interim) Land Management Program, and follow the guidelines set forth under Section 373.1391(5), Florida Statutes.

(2) Restoration and Protection of Natural Communities:

a. The Land Stewardship Program will encourage the acquisition of large or regionally significant areas that protect important natural resources and provide wildlife corridors.

b. Particular emphasis shall be placed on the identification, protection and management of rare, threatened and endangered species.

c. The planting of invasive exotic plant species shall be prohibited in all management areas. Management practices will strive to identify existing infestations and implement appropriate control or eradication measures.

d. Where practicable, an attempt shall be made to restore and maintain desirable vegetation to promote habitat diversity in areas where invasive exotic vegetation, grazing practices, or improved land uses have substantially altered the historic landscape.

(3) Resource Operations and Maintenance:

a. Lands acquired for natural and/or hydrologic resource benefits shall be managed to conserve and protect those resources.

b. Exotic plant control in all management areas shall strive to attain a level of success where periodic maintenance eliminates the infestation or reduces the coverage of exotic plants.

c. Prescribed fire will be a primary management tool on District lands and will be applied within fire-maintained communities at appropriate intervals.

d. The Division of Forestry will be notified of all wildfires on District lands. Land Stewardship will provide initial suppression when commensurate personnel and equipment are available.

e. Inventories of natural and historic resources shall be performed to provide information for effective land management planning, natural community maintenance and ecological restoration.

f. Evaluation and monitoring of management activities shall be conducted to improve program effectiveness and efficiency.

1. Research shall evaluate the environmental response of certain management activities to assist staff in making appropriate management decisions.

2. Monitoring shall be conducted to identify landscape changes resulting from management activities.

3. Legislative-mandated management reviews will provide input from professional peers.

g. Resource protection shall be provided by professional law enforcement services through funded and unfunded contractual agreements to safeguard the public and protect natural and cultural resources on District-managed natural areas.

h. Sustainable use of forest resources shall be conducted where these activities adhere to a series of environmental criteria (see 1999 Forest Management Plan) that meet Land Stewardship Program goals. Timber contractors will be required to meet silvicultural Best Management Practices (BMP) developed for Florida forests.

i. Range management (grazing) will be considered on improved or native ranges when the introduction of cattle will not conflict with other natural resource management and public use goals.

j. Archaeological and historic resources are protected by site identification and inter-agency coordination with the Florida Division of Historical Resources. Land stewardship planning shall include an analysis of archeological data accompanied by appropriate public education opportunities.

k. Infrastructure support shall be developed and maintained to provide safe access for responsible management and public use on District lands. Such infrastructure may include access points, roads, trails, signs, utilities, and minimal public facilities.

l. Mechanical equipment may be used in conjunction with prescribed burning and other management tools to control vegetation and restore habitat structure.

m. Agricultural developments previously existing on acquired natural areas may be maintained if management of these developments is consistent with other land stewardship goals.

(4) Public Use and Environmental Education:

a. Public use of management areas that is consistent with other management goals shall be encouraged. Public use that may have detrimental impacts on sensitive environmental resources shall be restricted until an evaluation determines such use is compatible. A public use compatibility assessment will be included in the General Management Plan completed for each management area and will be based on the following criteria:

1. Consistency with the reason the lands were acquired.
2. Restrictions and/or prohibitions imposed by easements, leases, reservations, adjacent land ownership, conditions of the purchase agreement, and any other agreements concerning the property.
3. Infrastructure and support facility requirements, such as fences, gates, signage, entry design, stabilized off-road parking, trails, campsites, maintenance, and other operational and budgetary impacts.
4. Opportunities for persons with disabilities.
5. Limitations resulting from endangered species, other sensitive natural resources, archaeological resources, or land management practices.
6. Public health, safety and welfare.
7. Environmental education program opportunities.

b. Public Use Regulation:

1. Public use regulations are set forth in 40E-7.511, Florida Administrative Code, to implement Section 373.1391(1)(b), Florida Statutes. Accordingly, the District shall publish and make available to the public a "Public Use Guide" for designated land management areas. The Public Use Guide will be adopted by the Governing Board at a public meeting advertised in accordance with Chapter 120, Florida Statutes.
2. Rules and regulations governing the public use of each management area shall be enforced by agencies with appropriate law enforcement jurisdiction.
3. Pursuant to Section 373.609, Florida Statutes, the District shall seek the cooperation of every state and county attorney, sheriff, police officer, and appropriate city and county official in the enforcement of the provisions set forth according to 40E-7.511, Florida Administrative Code.
4. Florida Fish and Wildlife Conservation Commission regulations shall govern hunting in areas opened for such use.

(5) Implementation Strategies. The District will secure dedicated funding sources, personnel and other resources to support program goals and objectives. Project funding needs and sources for cooperative management agreements with government and non-government entities will be identified during acquisition. A cooperative management agreement will designate a lead Manager and identify whether District funding is required.

a. The private sector may be solicited to furnish certain management-related facilities and services through the execution of leases and agreements. These leases/agreements will assure mutual benefits to both the District and private parties and be consistent with the program management objectives.

b. Mitigation:

1. Mitigation Banking: Mitigation banking provides an opportunity to accomplish large-scale restoration that may otherwise go unfunded. Pursuant to Section 373.4135, Florida Statutes, the District is encouraged to develop mitigation banks. Land managers will evaluate opportunities in their regions to implement mitigation banks that are consistent with the guidelines established in the Joint State and Federal Mitigation Bank Review Team Process for Florida.

2. Regional Mitigation Areas: The acquisition, restoration and management of District lands as mitigation shall be consistent with Chapter 2000-133, amending Sections 373.414 and 373.4135, Florida Statutes. This includes the establishment of Memorandums of Agreement (MOA) that include restoration plans, success criteria, and monitoring requirements. The MOAs will be used to implement mitigation using full-cost accounting, public noticing, and approval by the Governing Board for use as a mitigation area. The mitigation shall meet restoration objectives as provided in the General Management Plan.

c. Revenue Generation:

1. Private concessions and/or agreements with non-profit organizations will be considered to implement needed services through concession contracts.

2. Entrance and user fees, permits, licenses and/or advance reservations may be required where considered necessary by the managing agency.

3. Timber sales will be conducted to improve forest health or to support specific forest management goals.

4. Grazing leases will be encouraged on selected rangeland to generate revenue or to provide services that offset program management costs.

d. Volunteers and Interns:

1. Volunteers, interns and alternative work forces will be used when possible to supplement existing staff and services.

2. Any volunteer services must meet the standards and procedures prescribed by the District (Risk Management Manual, Volume 1).

(6) Program Components:

a. Management Assessment: A brief summary of the management issues completed when the site is identified for acquisition.

b. General Management Plan (GMP): Provides a description of recommended management and is required for each Land Stewardship Management Area. The GMP follows a designated format and is updated every five years.

c. Activity Plan (AP): Provides a detailed implementation strategy for specific activities such as prescribed burning, exotic removal and restoration. The plan shall be developed by the lead Manager in consultation with the cooperating agencies for each major tract of land (or group of tracts) to be operated as a single

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management unit. The AP may be included in the GMP and is updated when necessary.

d. **Annual Work Plan (AWP):** Summarizes activities corresponding with annual budget development and is prepared by the Operations Section of the Land Stewardship Program.

e. **Reporting:** Summaries of management activities for each management area will be reported quarterly within the District and annually as part of the Florida Forever Work Plan.

(R.M. No. 139)

Secs. 140-26--140-40. Reserved.

Appendix B. Soil Descriptions

Flats Soils

Flat (also referred to as slough) soils are poorly drained hydric soils with sandy marine sediments throughout the profile. Flats are located between the flatwoods and topographic depressions and are generally regarded as transition areas, e.g. a wet prairie or a slough. Generally, the seasonal high water table begins in June and ends from September or thereafter with inundation periods dependent upon seasonal rainfall or large storm events.

Flatwood Soils

Flatwood soils are poorly drained non-hydric, upland soils with sandy marine sediments throughout the profile. Most of the soil series have a subsurface spodic horizon, some of which may have loamy sand substrates. The seasonal high water table can range from 6 to 18 inches below the soil surface for three to six months annually. Some areas may become inundated for less than a couple of weeks during large storm events. Natural communities typical of flatwood soils are dry prairie, mesic flatwoods, and scrubby flatwoods. Typical flatwood soil vegetation includes pine trees with an understory of saw palmetto. Other Common plants are live oak, shiny blueberry, gallberry, tarflower, wax myrtle, chalky bluestem (*Andropogon virginicus glaucopsis*), and wiregrass.

Knolls

Knoll soils are non-hydric, upland soils with sandy marine sediments throughout the profile. These soils typically have no unique diagnostic horizons within the soil profile and are well to somewhat poorly drained. The seasonal high water table can range from one and a half to six feet below the soil surface for four to seven months annually. One ecological community that is typical to the knolls landscape is sand pine scrub. Natural vegetation may typically be even-aged sand pine trees with a dense under-story of oaks, saw palmetto, and other shrubs. Ground cover under the trees and shrubs is scattered. Large areas of light colored sand are often noticeable.

Sand Depression Soils

Sand depression soils are very poorly drained hydric soils that typically have sandy marine sediments throughout the profile. Often, these areas are depressions adjacent to flatwoods. The seasonal high water table can range from one foot below to two feet above the soil surface for seven to 10 months annually. Wetland communities dominate this landscape position. Within the Management Area, most of the depression marshes represent this soil class.

Muck Depression Soils

Muck depression soils are very poorly drained hydric soils that have an organic surface layer underlain by sandy marine sediments. These areas are often depressions adjacent to Flatwood soil-types. The seasonal high water table can range from six inches below to two feet above the soil surface for seven to eleven

months annually. Wetland communities dominate this soil type. Examples within the Management Area include the littoral marshes.

Urban or Made Lands

Urban or made land areas have soils that have been altered, excavated, or disturbed and no longer possess their natural morphological features.

Appendix C. FNAI Natural Communities

Basin Marsh

Basin marshes are herbaceous or shrubby wetlands situated in relatively large and irregular shaped basins. Basin marshes are associated with and often grade into Wet Prairie or Lake Communities (FNAI 1990). This community is typified by marsh openings within basin swamps, or extensive marshes occupying large, shallow basin landscape positions (Bridges and Reese 1996). Common species identified are panicum (*Panicum sp.*), cutgrass (*Leersia sp.*), pennywort (*Hydrocotyle sp.*), Spanish needle (*Bidens bipinnata*), soft rush (*Juncus sp.*), arrowhead (*Sagittaria sp.*), elderberry (*Sambucus canadensis*), spikerush (*Eleocharis sp.*), buttonbush (*Cephalanthus occidentalis*), dog fennel (*Eupatorium compositifolium*).

Basin marshes that are dominated by herbaceous plants typically experience some fire every three to five years, while Willow/Buttonbush marshes burn every three to ten years (Duever et al. 1976). Exclusion of fire or reduced hydroperiods allow invasions of wax myrtles, saltbush, and exotic woody species while periodic fires increases habitat diversity and foraging opportunities for many species of waterbirds. This community often grades into flatwoods or prairie areas from which fire probably enters the marsh. Without periodic fire in this community, peat would accumulate, raising the ground level, reducing the water storage capacity, and shifting the community to a hardwood swamp (FNAI 1990).

Basin Swamp

Basin swamp is generally characterized as a relatively large and irregularly shaped basin that is not associated with rivers, but is vegetated with hydrophytic trees and shrubs that can withstand an extended hydroperiod (FNAI 1990). Dominant trees include cypress (*Taxodium sp.*), Swamp black gum (*Nyssa sylvatica var. biflora*), and Florida slash pine (*Pinus elliotii var. densa*). Other typical plants include red maple (*Acer rubrum*), swamp bay (*Persea palustris*), sweetbay (*Magnolia virginiana*), loblolly bay (*Gordonia lasianthus*), fetterbush (*Lyonia lucidi*), wax myrtle (*Myrica cerifera*), and buttonbush.

Fire generally burns into the edges of basin swamps from adjacent communities. Fire frequencies are quite variable in this community. The edges may experience fire every few years while the interior areas may not burn but once every 100+ years. Typical fire intervals may be anywhere from 5 to 150 years. Occasional fires are necessary in basin swamps to maintain their cypress and pine components, and reduce hardwood invasion. Without fire peat would accumulate, hardwoods would dominate and a basin swamp would shift to a bottomland forest.

Cypress and pines are very tolerant of light surface fires, but muck fires burning into the peat can kill the trees, lower the ground surface and transform a swamp into a pond or lake. Prescribed fire is applied to surrounding natural communities when soils within the basin swamps are saturated.

Depression Marsh

Depression marsh is characterized as a shallow, usually rounded depression in sand substrate with herbaceous vegetation often in concentric bands (FNAI 1990). Typical plants include St. John's wort (*Hypericum sp.*), yellow-eyed grass (*Xyris sp.*), chain fern (*Woodwardia sp.*), primrose willow (*Ludwigia peruviana*), maidencane (*Panicum hemitomum*), wax myrtle, buttonbush, pickerelweed (*Pontederia cordata*), and bladderwort (*Utricularia sp.*).

The fire frequency is typically three to ten years, similar to pine flatwoods communities, depending on weather conditions and fuel build-up. Fire preserves the open canopy by limiting invasion of woody vegetation, promoting herbaceous growth, and with the occasional peat fire, slowing succession by deepening the marsh. The Land Stewardship Program coordinates fire schedules to insure depression marshes burn at natural frequencies and during periods of adequate ground moisture.

Dome Swamp

Dome swamps are characterized as shallow, forested, usually circular depressions that generally present a domed profile because smaller trees grow in the shallower waters at the outer edge, while larger trees grow in the deeper water in the interior. Pond cypress (*Taxodium ascendens*) and slash pine (in transition areas) are common trees. Other typical plants include red maple, dahoon holly (*Ilex cassine*), swamp bay, sweetbay, loblolly bay, virginia willow, fetterbush, chain fern (*Woodwardia virginiana*), netted chain fern (*Woodwardia areolata*), poison ivy (*Toxicodendron radicans*), Spanish moss (*Tillandsia usneoides*), wild pine (*Tillandsia sp.*), royal fern (*Osmunda regalis*), cinnamon fern (*Osmunda cinnamomea*), maidencane, wax myrtle, St. John's wort, floating heart (*Nymphoides aquatica*), buttonbush, and alligator flag (*Thalia geniculata*).

Fire is essential for the maintenance of a cypress dome community. Without periodic fires, hardwood invasion and peat accumulation would convert the dome into a bog. Dome swamps dominated by bays are close to this transition. Fire frequency is greatest at the periphery of the dome and least in the interior where long hydroperiods and deep peat maintain high moisture levels for most of the year. The normal fire cycle might be as short as three to five years along the outer edge, and as long as 100 to 150 years towards the center. The dome's profile is largely attributable to this fire regime. Cypress is very tolerant of light surface fires, but muck fires burning into the peat can kill them, lower the ground surface, and transform a dome into a pond. In order to prevent peat fires in the Management Area, prescribed fire is applied to surrounding natural communities when soils within the domes are saturated.

Floodplain Marsh

Floodplain Marshes are wetlands of herbaceous vegetation and low shrubs that occur in river floodplains. They are associated with, and often grade into, Wet

Prairie or Riverine communities. These marshes are flooded with flowing water for about 250 days a year. Typical plants include maidencane, buttonbush, arrowheads, pickerelweed, panicum, and spikerush.

Floodplain Swamp

Floodplain Swamps occur on flooded soils along stream channels and in low spots and oxbows within river floodplains. Dominant trees are usually buttressed hydrophytic trees such as cypress, the understory and ground cover are generally very sparse. Other typical plants include wax myrtle, dahoon holly, and soft rush.

Strand Swamp

Strand Swamps are shallow, forested, usually elongated depressions or channels dominated by bald cypress. They are generally situated in troughs in flat limestone plain. Typical plants include red maple, laurel oak, cabbage palm, red bay, sweet bay, wax myrtle, buttonbush, poison ivy, and royal fern (*Osmunda regalis*).

Swale

Swales are marshes situated in broad shallow channels with flowing water and characterized by emergent grasses, sedges, and herbs up to ten feet tall. The dominant species is sawgrass. Other typical plants include buttonbush, arrowheads, pickerelweed, and bladderwort.

Baygall

Baygalls are generally characterized as densely forested, peat-filled seepage depressions often at the base of sandy slopes. The canopy is composed of tall, densely packed, generally straight-boled evergreen hardwoods dominated by sweetbay (*Magnolia sp.*) and swamp red bay (*Persea borbonia*). Typical plants include cypress (*Taxodium sp.*), dahoon holly (*Ilex cassine*), wax myrtle (*Myrica cerifera*), and lizards tail (*Soururus cernuus*). (FNAI 1990)

Dry Prairie

Dry prairie is characterized as a nearly treeless plain with a dense ground cover of wiregrass (*Aristida sp.*), saw palmetto (*Serenoa repens*), and other grasses, herbs and low shrubs. Typical species include flat-topped goldenrod (*Euthamia minor*), fetterbush, shiny blueberry (*vaccinium myrsinites*), sand live oak (*Quercus geminata*), gallberry (*Ilex glabra*), Atlantic St. John's-wort (*Hypericum reductum*), elephant's foot (*Elaphantopus sp.*), blazing star (*Liatris sp.*) and sedges (*Carex sp.*). Dry prairie species are similar to mesic flatwoods, and there is speculation as to whether dry prairie is simply a treeless form of the latter.

Fire frequency, intensity, and fuel build-up determines whether a pine over-story develops. Fire occurs naturally in dry prairies every one to four years, which is slightly more frequent than in mesic flatwoods.

Mesic Flatwoods

Mesic Flatwoods are characterized as an open canopy forest of widely spaced pine trees with little or no understory but a dense ground cover of herbs and shrubs. Mesic flatwoods are found on poorly drained, but rarely if ever inundated soils. They occupy extensive flat inter-drainageway plains in central Florida. Several variations of mesic flatwoods are recognized, the most common in the Management Area being slash pine-gallberry-saw palmetto.

Plant species of this community are adapted to fire frequencies of one to eight years with occasional fire periods of at least four years, which facilitates pine recruitment (FNAI 1990). Historically, numerous small lightning caused fires occurred in the wet season but most acreages burned in the dry season (Abrahamson and Hartnett 1990). Without frequent fires, pinelands are quickly overcome by hardwood species that close the canopy and reduce ground cover herbs and grasses (Abrahamson and Hartnett 1990).

Prairie Hammock

Prairie hammock is characterized as a clump of tall cabbage palms and live oaks in the midst of prairie or marsh communities (FNAI 1990). Prairie hammocks establish on elevated soils surrounded by lower topography. These islands are generally sandy marl flooding only for a short duration during the highest water levels. Canopy species include live oak (*Quercus virginiana*) and cabbage palm, with occasional laurel oak (*Quercus laurifolia*) in lower elevations. An abundance of epiphytes, including listed species, are found in mature canopy trees. As in most prairie hammocks, there is a sparse under-story due to over-story shading, but cover is also reduced by cattle grazing and trampling of shrub and ground layer vegetation. Many species common to undisturbed hammocks are sparse or lacking, replaced by disturbance species such as broomweed (*Sida sp.*), tropical soda apple (*Solanum viarum*) and caesarweed (*Urena lobata*). Typical under-story plants of pristine prairie hammocks include wax myrtle, water oak, beautyberry (*Callicarpa americana*), and saw palmetto.

These hammocks tolerate occasional ground fires but shading by live oaks limits understory fuel accumulation. Typically the periphery of prairie hammocks are a dynamic edge where fires from surrounding communities enter the hammock and burn fuel along the edge, stopping when the fuel is insufficient to carry fire. The fire frequency is 25–100 years if enough fuel is present to carry fire through the hammock.

Scrubby Flatwoods

Scrubby flatwoods are characterized as an open canopy forest of widely scattered pine trees with a sparse shrubby understory and numerous areas of barren white sand (FNAI 1990). This community occurs on sites slightly higher in elevation than mesic flatwoods, but lower than scrub. Soils are well drained and dry, even during maximum rainfall events. Unlike scrub, the water table is relatively close

to the soil surface. As with typical scrubby flatwoods, Drasdo and Lightsey Units harbor species common to both scrub and mesic flatwoods. Typical species include slash pine, saw palmetto, myrtle oak, sand live oak, fetterbush, goldenrod (*solidago sp.*), and wiregrass. In addition, scrubby flatwoods provide habitat for the gopher tortoise (listed as threatened) and the Florida scrub jay (*Aphelocoma coerulescens*) – a threatened species (FWC 2007).

As a transitional community between scrub and mesic flatwoods, scrubby flatwoods have a natural fire frequency reflecting the transition. Natural fire frequency for this community is at five to 25 year intervals. Sparse ground layer vegetation and relatively incombustible oak litter contributes to slow fuel build-up and extended periods without fire.

Hydric Hammock

Hydric hammock is characterized as a well-developed hardwood and cabbage palm forest with a variable understory often dominated by palms and ferns. Typical plants include cabbage palm (*Sabal palmetto*), red maple, swamp bay, sweetbay, water oak (*Quercus nigra*), wax myrtle, saw palmetto, poison ivy, dahoon holly, royal fern, pepper vine (*Ampleopsis arborea*), and virginia creeper (*Parthenocissus quinque*).

Because of their generally saturated soils and the scarcity of herbaceous ground cover, hydric hammocks rarely burn. Fire maintains this community with frequencies of 30 - 100 or more years (Duever et al. 1976). Typically, fire enters this community from an adjacent area during the dry season and burns until it reaches the deepest water. Cypress trees are very fire tolerant as long as the peat around the roots is not ignited. Prescribed burn planning for adjacent natural communities will consider hydrologic conditions of hydric hammocks prior to application of fire.

Wet Flatwoods

Wet flatwoods are characterized as relatively open-canopy forests of scattered pine trees or cabbage palms with either a thick shrubby under-story and very sparse ground cover, or a sparse understory and a dense ground cover of hydrophytic herbs and shrubs, with variations between these extremes (FNAI 1990). A typical species scenario for Kissimmee Chain of Lakes flatwoods is a Florida slash pine and cabbage palm overstory with an under-story of scattered saw palmetto, wax myrtle, gallberry and bluestem (*Andropogon sp.*). Native ground cover species are frequently displaced by non-native bahia.

Nearly all plants within this community are fire adapted to a frequency of three to ten years (FNAI 1990). Prescribed burning considerations are similar to those for mesic flatwoods. Without frequent fire this community would experience a build up of shrubby undergrowth. Annual litter accumulation minus decomposition is 800 lb/ac (Duever et al. 1976). Thick undergrowth creates heavy fuel loads that if ignited by a wildfire would likely kill the pine overstory.

Fire postpones hardwood succession and thins canopy trees, while promoting under-story growth and fire-adapted species. If fire were totally excluded, this community would develop into a hardwood forest.

Wet Prairie

Wet prairie is characterized as a treeless plain with a sparse to dense ground cover of grasses and herbs, including wiregrass, maidencane, spikerush (*Eleocharis sp.*), and beakrush (*Rhynchospora sp.*). Other typical plants include tickseed (*Bidens sp.*), wax myrtle, St. John's-wort (*Hypericum sp.*), and Panicums (FNAI 1990).

Many locations within the Management Area dominated by wet prairie communities are currently used for cattle grazing. Drainage and seeding for pasture grasses has significantly altered species composition of these wetlands to bahia and crabgrass (*Digitaria sp.*). Bladderpod (*Sesbania sp.*) and tropical soda apple are prominent problem species in drained wet prairie sites. Remnant undisturbed areas in their natural hydrologic state display typical wet prairie diversity.

Typical of a grassland community, wet prairies are fire maintained (Ewel 1990). If deprived of fire, these grass-dominated flatlands succumb to shrub encroachment and are especially vulnerable to wax myrtle infestations. Without fire, annual litter accumulation ranges from 1,200 lb/ac to 2,500 lb/ac (Duever et al. 1976). Fire frequencies of two to four years are appropriate while burns during different seasons may stimulate different plant responses (Duever et al. 1976). Without fire, flooding, grazing or some other disturbance, this community will become dominated by wax myrtles (*Myrica cerifera*) or saltbush (*Baccharis halimifolia*) thus reducing species diversity.

Scrub

Scrub occurs in many forms, but is often characterized as a closed to open canopy forest of sand pines with dense clumps or vast thickets of scrub oaks and other shrubs dominating the understory (FNAI 1990). The Drasdo, Lightsey, and Johnson Island Units are the only units in which a scrub community is found. Drasdo contains 35 acres and Lightsey has 4 acres of scrub. Typical plants include sand live oak, myrtle oak (*Quercus myrtifolia*), scrub oak (*Quercus inopina*), saw palmetto, fetterbush, and wiregrass. Highest elevations in the Management Area support this community.

Scrub is being lost at an alarming rate throughout the state, as high elevations and fast drainage make this community highly desirable for development. This association occurs almost exclusively in Florida. State ranking of scrub is "S2," imperiled in the state because of its rarity and vulnerability, with estimates of 6-20 occurrences (FNAI 1990).

Scrub is a fire maintained community (Fernald 1989; FNAI 1990; Myers 1990), which burns infrequently but violently. A variety of sources state different natural fire frequencies for this community. A range of 10-70 years falls within most predictions (Cox et al. 1987; Fernald 1989; FNAI 1990; and Myers 1990). Fuel buildup is a lengthy process, as vegetation grows relatively slow due to severe environmental conditions. With little fine fuel on the ground, scrub communities do not ignite easily but under dry conditions woody scrub species burn hot and fast. Fire kills scrub oaks and shrubs down to their roots, from which they resprout. Without fire the scrub community would accumulate organic matter and convert to a xeric hammock.

Xeric Hammock

Xeric Hammock is characterized as either a scrubby, dense, low canopy forest with little understories other than palmetto, or a multi-storied forest of tall trees with an open or closed canopy. Several gradations between these extremes exist. Typical plants include live oak (*Quercus virginiana*), sand live oak (*Quercus geminate*), laurel oak (*Quercus laurifolia*), and saw palmetto. (FNAI 1990)

Seepage Stream

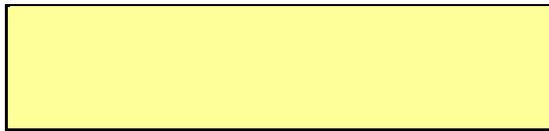
Seepage Streams are characterized as perennial or intermittent seasonal watercourses originating from shallow ground waters that have percolated through deep, sandy, upland soils. Seepage Streams typically have clear to lightly colored water maintained at fairly constant temperature of around 70 degrees Fahrenheit and are relatively short, shallow, and narrow.

Percolation through deep soils slows the release of rainwater, filters the water, and buffers temperature extremes. Thus, Seepage Streams often exhibit perennial, slow flow rates of clear, cool, unpolluted water.

Swamp Lake

Swamp Lakes are generally characterized as shallow open water zones, with or without floating and submerged aquatic plants, which are surrounded by Basin Swamp or Floodplain Swamp. They are generally permanent water bodies, although water levels often fluctuate substantially and they may become completely dry during extreme droughts. They are typically lentic water bodies occurring in confined basins or depressions. Except for the fringe of hydrophytic trees, shrubs and scattered emergent, plants may be absent altogether, or they may almost completely cover the water surface. When present, typical plants include spatterdock (*Nuphar lutea*), duckweed (*Lemna sp.*), water pennywort (*Hydrocotyle bonariensis*), and bladderwort.

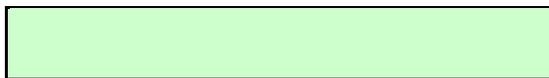
Appendix D. Plant Species List, Kissimmee Chain of Lakes Management Area



Southern Management Units: Oasis Marsh, Otter Slough, South Shore, West Shore, East Shore, and Kissimmee Islands



Northern Management Units: Gardner-Cobb Marsh, Rough Island North and South, Johnson Island, Catfish Creek, Johnson Island, Drasdo, and London Creek.



Found in both northern and southern units

Species	Common Name	Listing
<i>Acer rubrum</i>	Red maple	
<i>Acrostichum danaeifolium</i>	Giant Leather Fern	Exploited - FDA
<i>Achyranthes aspera var aspera</i>	Devil's horsewhip	
<i>Achyranthes indica</i>	Devil's horsewhip	
<i>Agalinis linifolia</i>	Flax-leaf false foxglove	
<i>Aletris lutea</i>	Yellow colic-root	
<i>Alternanthera flavescens</i>	Yellow joyweed	
<i>Alternanthera philoxeroides</i>	Alligator weed	Exotic
<i>Amaranthus australis</i>	Southern water-hemp	
<i>Amaranthus blitum</i>	Purple amaranth	
<i>Amaranthus floridanus</i>	Florida amaranth	
<i>Amaranthus hybridus</i>	Slim amaranth (pigweed)	
<i>Amaranthus spinosus</i>	Spiny pigweed	
<i>Ambrosia artemisiifolia</i>	Common ragweed	
<i>Ampelopsis arborea</i>	Pepper vine	
<i>Amphocarpum muhlenbergianum</i>	Blue maidencane	
<i>Andropogon brachystachys</i>	Shortspike bluestem	
<i>Andropogon floridanus</i>	Florida bluestem	
<i>Andropogon glomeratus</i>	Bushy broom grass	
<i>Andropogon gyrans v. gyrans</i>	Elliott's bluestem	
<i>Andropogon ternarius v. cabanisii</i>	Silver bluestem	
<i>Andropogon virginicus</i>	Broom grass	
<i>Andropogon virginicus v. glaucopsis</i>	Chalky blue stem	
<i>Apios americana</i>	Groundnut	
<i>Aristida beyrichiana</i>	Wiregrass	
<i>Aristida gyrans</i>	Corkscrew threeawn	
<i>Aristida purpurescens</i>	Arrowfeather	
<i>Aristida spiciformis</i>	Bottlebrush threeawn grass	
<i>Aristida stricta</i>	Wiregrass	
<i>Asclepias currassavica</i>	Scarlet milkweed	
<i>Asclepias connivens</i>	Fragrant milkweed	

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<i>Asclepias incarnata</i>	Swamp milkweed	
<i>Asclepias longifolia</i>	Florida milkweed	
<i>Asclepias pedicellata</i>	Savanna milkweed	
<i>Asclepias perennis</i>	Swamp milkweed	
<i>Asimina obovata</i>	Big-flower pawpaw	
<i>Asimina reticulata</i>	Flatwoods pawpaw	
<i>Aster carolinianus</i>	Climbing aster	
<i>Aster reticulatus</i>	Pine barren white-top aster	
<i>Aster subulatus</i>	Annual marsh aster	
<i>Aster tortifolius</i>	White topped aster	
<i>Axonopus affinis</i>	Common carpet grass	
<i>Axonopus fissifolius</i>	Common carpetgrass	
<i>Axonopus furcatus</i>	Big carpet grass	
<i>Azolla caroliniana</i>	Mosquito fern	
<i>Baccharis glomeruliflora</i>	Silverling	
<i>Baccharis halimifolia</i>	Groundsel bush	
<i>Bacopa caroliniana</i>	Lemon bacopa	
<i>Bacopa monnieri</i>	Smooth water-hyssops	
<i>Balduina angustifolia</i>	Coastal-plain honeycomb head	
<i>Befaria racemosa</i>	Tarflower	
<i>Bidens bipinnata</i>	Spanish needles	
<i>Bidens laevis</i>	Bur marigold	
<i>Bidens mitis</i>	Marsh begger-tick	
<i>Bidens sp</i>	Beggar-tick	
<i>Bigelovia nudata</i>	Rayless goldenrod	
<i>Blechnum serrulatum</i>	Swamp fern	
<i>Boehmeria cylindrica</i>	False nettle	
<i>Brachiaria mutica</i>	Paragrass	Exotic
<i>Buchnera americana</i>	Common blue hearts	
<i>Bulbostylis ciliatifolia</i>	Hair sedge	
<i>Bulbostylis sp.</i>	Bulbostylis sp.	
<i>Bulbostylis warei</i>	Hair sedge	
<i>Bumelia reclinata</i>	Scrubby buckthorn	
<i>Callicarpa americana</i>	Beauty berry	
<i>Calocasia esculenta</i>	Wild taro	
<i>Calystegia sepium</i>	Hedge bind weed	
<i>Campyloneurum phyllitidis</i>	Strap fern	Endangered
<i>Canna flacida</i>	Bandana-of-the-everglades	
<i>Carex albolutescens</i>	Caric sedge	
<i>Carex alata</i>	Broadwinged sedge	
<i>Carex gigantea</i>	Large sedge	
<i>Carex lupuliformis</i>	False hop sedge	
<i>Carex verrucosa</i>	Warty sedge	
<i>Carphephorus corymbosus</i>	Tall deer tongue	
<i>Carphephorus odoratissimus</i>	Vanilla plant	
<i>Carphephorus paniculatus</i>	Deer tongue	
<i>Cassia chamaecrista</i>	Partridge pea	
<i>Cassia obtusifolia</i>	Sicklepod	
<i>Cassia occidentalis</i>	Coffee senna	

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<i>Catharanthus roseus (exotic)</i>	Madagascar periwinkle	
<i>Celtis laevigata</i>	Hackberry	
<i>Cenchrus echinatus</i>	Southern sandspur	
<i>Cenchrus incertus</i>	Sandspur	
<i>Centella asiatica</i>	Coinwort	
<i>Cephalanthus occidentalis</i>	Buttonbush	
<i>Ceratiola ericoides</i>	Florida rosemary	
<i>Chamaesyce cordifolia</i>	Round-leaf spurge	
<i>Chamaecrista nictitans v. nictitans</i>	Sensitive partridge pea	
<i>Chapmannia floridana</i>	Alicia	
<i>Chenopodium ambrosioides</i>	Mexican tea	
<i>Chrysoopsis eoaabrella</i>	Rough goldenrod	
<i>Chrysopsis scabrella</i>	Coastal-plain golden-aster	
<i>Cinnamomum camphora</i>	Camphor tree	Exotic
<i>Cirsium horridulum</i>	Horrible thistle	
<i>Cirsium nuttallii</i>	Nuttall's thistle	
<i>Citrus aurantium</i>	Sour orange	Exotic
<i>Cladium jamaicense</i>	Saw-grass	
<i>Clematis crispa</i>	Swamp leather flower	
<i>Commelina diffusa</i>	Dayflower	
<i>Commelina erecta</i>	Dayflower	
<i>Conoclinium coelestinum</i>	Blue mistflower	
<i>Conyza canadensis</i>	Horseweed	
<i>Conyza canadensis var. pusilla</i>	Dwarf danadian horseweed	
<i>Coreopsis floridana</i>	Common tickseed	
<i>Coreopsis gladiata</i>	Southeastern tickseed	
<i>Coreopsis leavenworthii</i>	Common tickseed	
<i>Cornus foemina</i>	Swamp dogwood	
<i>Crotalaria pallida v. obovata</i>	Smooth rattlebox	
<i>Crotalaria rotundifolia</i>	Prostate rattlebox	
<i>Croton argyranthemus</i>	Silver leaf croton	
<i>Croton glandulosus</i>	Tropic croton	
<i>Croton linearis</i>	Rushfoil	
<i>Crotonopsis linearis</i>	Rushfoil	
<i>Cuphea carthagenensis</i>	Columbia waxweed	
<i>Cuscuta gronovii</i>	Scaldweed	
<i>Cuscuta obtusiflora</i>	Peruvian dodder	
<i>Cynanchum scoparium</i>	Vine milkweed	
<i>Cynodon dactylon</i>	Bermuda grass	Exotic
<i>Cyperus articulatus</i>	Jointed flat sedge	
<i>Cyperus brevifolius</i>	Shortleaf spikesedge	
<i>Cyperus compessus</i>	Galigale sedge	
<i>Cyperus croceus</i>	Globe sedge	
<i>Cyperus cuspidatus</i>	Coastal-plain flat sedge	
<i>Cyperus difformis</i>	Variable flat sedge	
<i>Cyperus distinctus</i>	Marshland flat sedge	
<i>Cyperus erythrorhizos</i>	Red-root flat sedge	
<i>Cyperus esculentus</i>	Yellow nut-sedge	
<i>Cyperus filiculmis</i>	Slender sedge	

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<i>Cyperus flavescens</i>	Flat sedge	
<i>Cyperus globulosus</i>	Baldwin flat sedge	
<i>Cyperus haspan</i>	Jointed flat sedge	
<i>Cyperus lanceolatus</i>	Epiphytic flat sedge	
<i>Cyperus lecontei</i>	Flat sedge	
<i>Cyperus ligularis</i>	Snail rush	
<i>Cyperus odoratus</i>	Flat sedge	
<i>Cyperus polystachyos</i>	Texas sedge	
<i>Cyperus retrorsus</i>	Flat sedge	
<i>Cyperus rotundus</i>	Common sedge	
<i>Cyperus sesquiflorus</i>	Annual Kyllinga	
<i>Cyperus stringosus</i>	Sharp rush	
<i>Cyperus surinamensis</i>	Flat sedge	
<i>Cyperus virens</i>	Greenish sedge	
<i>Dactyloctenium aegyptium</i>	Crowfoot grass	
<i>Decodon verticillatus</i>	Swamp loosestrife	
<i>Desmodium incanum</i>	Creeping beggarweed	
<i>Desmodium triflorum</i>	Sagotia Beggar-weed	
<i>Dichanthelium communtatum</i>	Broad leaf panicum	
<i>Dichanthelium dichotomum</i>	Cypress witchgrass	
<i>Dichanthelium ensifolium v. unciphyllum</i>	Panic grass	
<i>Dichanthelium laxiflorum</i>	Drooping panicum	
<i>Dichanthelium sp.</i>	Dichanthelium sp.	
<i>Dichanthelium stringosum</i>	Flatwoods panicum	
<i>Dichondra caroliniensis</i>	Carolina ponysfoot	
<i>Dichromena colorata</i>	White-top sedge	
<i>Dichromena latifolia</i>	White-top sedge	
<i>Digitaria bicornis</i>	Indian crabgrass	
<i>Digitaria ciliaris</i>	Southern crab grass	
<i>Digitaria decumbens</i>	Pangolagrass	
<i>Digitaria longiflora</i>	Indian crabgrass	
<i>Digitaria sanguinalis</i>	Common crabgrass	
<i>Digitaria serotina</i>	Blanket crab grass	
<i>Diodia teres</i>	Poor joe	
<i>Diodia virginiana</i>	Buttonweed	
<i>Diospyros virginiana</i>	Common persimmon	
<i>Drosera brevifolia</i>	Dwarf sundew	
<i>Drosera capillaris</i>	Common pink sundew	
<i>Drymaria cordata</i>	Heartleaf drymary	
<i>Dulichium arundinaceum</i>	Three-way sedge	
<i>Echinochloa crusgalli</i>	Barnyard grass	
<i>Echinochloa muricata</i>	Rough barnyardgrass	
<i>Echinochloa parvulus</i>	Dwarf burhead	
<i>Echinochoa walteri</i>	Coast cockspur-grass	
<i>Echinodorus parvulus</i>	Dwarf burhead	
<i>Eclipta alba</i>	Yerba de tajo	
<i>Eclipta prostrata</i>	False daisy	
<i>Eichhornia crassipes</i>	Water hyacinth	Exotic
<i>Eleocharis baldwinii</i>	Hairgrass	

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<i>Eleocharis cellulosa</i>	Club-rush	
<i>Eleocharis geniculata</i>	Pantropic spikerush	
<i>Eleocharis interstincta</i>	Jointed spikerush	
<i>Eleocharis mocrocarpa</i>	Small-fruit spikerush	
<i>Eleocharis olivacea</i>	Spikerush	
<i>Eleocharis sp.</i>	Eleocharis sp.	
<i>Eleocharis vivipara</i>	Sprouting spikerush	
<i>Elephantopus elatus</i>	Elephant foot	
<i>Eleusine indica</i>	Yard grass	
<i>Emilia fosbergii</i>	Florida tasselflower	
<i>Emilia sonchifolia</i>	Purple tasselflower	
<i>Encyclia tampensis</i>	Butterfly orchid	Commercially Exploited
<i>Eragrostis atrovirens</i>	Thailia love grass	
<i>Eragrostis elliotii</i>	Elliott's love grass	
<i>Eragrostis refracta</i>	Coastal love grass	
<i>Eragrostis spectabilis</i>	Purple love grass	
<i>Eragrostis virginica</i>	Meadow love grass	
<i>Erechtites hieracifolia</i>	Fireweed	
<i>Erianthus giganteus</i>	Sugarcane plume grass	
<i>Erigeron quercifolius</i>	Southern fleabane	
<i>Erigeron strigosus</i>	Daisy fleabane	
<i>Erigeron vernus</i>	Fleabane	
<i>Eriocaulon compressum</i>	Soft-head pipewort	
<i>Eriocaulon decangulare</i>	Hard-head pipewort	
<i>Eriocaulon ravenelii</i>	Ravenel's pipewort	
<i>Eryngium sp.</i>	Thistle	
<i>Eryngium baldwinii</i>	Baldwin's eryngo	
<i>Eupatorium coelestinum</i>	Mistflower	
<i>Eupatorium compositifolium</i>	Dog fennel	Nuisance
<i>Eupatorium leptophyllum</i>	Falsefennel	
<i>Eupatorium recurvans</i>	Coastal plain thoroughwart	
<i>Eupatorium rotundifolium</i>	Round-lead thoroughwart	
<i>Eupatorium serotinum</i>	Thoroughwort	
<i>Euphorbia polyphylla</i>	Many-leaved spurge	
<i>Euthamia caroliniana</i>	Slender goldenrod	
<i>Euthamia minor</i>	Flat-topped goldenrod	
<i>Euthamia tenuifolia</i>	Flat-topped goldenrod	
<i>Fabaceae sp.</i>	Fabaceae sp.	
<i>Ficus aurea</i>	Strangler fig	
<i>Fimbristylis autumnails</i>	Fringe-rush	
<i>Fimbristylis dichotoma</i>	Forked fringerush	
<i>Fimbristylis miliacea</i>	Annual brown-top sedge	
<i>Fimbristylis puberula</i>	Vahl's hairy fringe rush	
<i>Fimbristylis schoenoides</i>	Ditch fringerush	
<i>Fimbristylis sp.</i>	Fimbristylis sp.	
<i>Fimbristylis spathacea</i>	Hurricane-grass	
<i>Fraxinus pennsylvanica</i>	Red/Green Ash	
<i>Fuirena breviseta</i>	Short-bristled umbrella grass	

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<i>Fuirena pumila</i>	Dwarf umbrella-gras	
<i>Fuirena scirpoidea</i>	Rush fuirena	
<i>Fuirena squarrosa</i>	Lake-rush	
<i>Galactia elliotii</i>	White milk-pea	
<i>Galactia pinetorum</i>	Milkpea	
<i>Galium tinctorium</i>	Stiff marsh bedstraw	
<i>Gaylussacia dumosa</i>	Dwarf Huckleberry	
<i>Gaylussacia frondosa v. tomentosa</i>	Dangleberry	
<i>Gaylussacia nana</i>	Creeping huckleberry	
<i>Gelsemium sempervirens</i>	Yellow jessmine	
<i>Geranium carolinianum</i>	Carolina cranesbill	
<i>Gnaphalium falcatum</i>	Narrow leaved cudweed	
<i>Gnaphalium obtusifolium</i>	Sweet everlasting	
<i>Gnaphalium pennsylvanicum</i>	Pennsylvania everlasting	
<i>Gordonia lasianthus</i>	Loblolly bay	
<i>Grationia hispida</i>	Scrub-hyssop	
<i>Grationia pilosa</i>	Hairy hedge-hyssop	
<i>Gymnopogon chapmanianus</i>	Chapman's skeleton grass	
<i>Habenaria repens</i>	Water-spider orchid	
<i>Hedyotis uniflora</i>	Clustered mille graine	
<i>Helianthemum corymbosum</i>	Clustered rock-rose	
<i>Helianthemum nashii</i>	Scrub rock-rose	
<i>Heliotropium polyphyllum</i>	Pineland heliotrope	
<i>Heterotheca subaxillaris</i>	Camphorweed	
<i>Hibiscus coccineus</i>	Scarlet rosemallow	
<i>Hibiscus grandiflorus</i>	Big rose-mallow	
<i>Hieracium gronovii</i>	Hawkweed	
<i>Hieracium megacephalon</i>	Hawk's beard	
<i>Hydrilla verticillata</i>	Hydrila	Exotic
<i>Hydrochloa caroliniensis</i>	Watergrass	
<i>Hydrocotyle bonariensis</i>	Water pennywort	
<i>Hydrocotyle ranunculoides</i>	Floating marshpennywort	
<i>Hydrocotyle umbellata</i>	Marsh pennywort	
<i>Hydrocotyle verticillata</i>	Whorled pennywort	
<i>Hypericum brachphyllum</i>	Short-leaved sandweed	
<i>Hypericum cistifolium</i>	Cluster-leaf St. John's wort	
<i>Hypericum fasciculatum</i>	Marsh St. John's wort	
<i>Hypericum hypericoides</i>	St. Andrew's cross	
<i>Hypericum mutilum</i>	St. Johns Wort	
<i>Hypericum myrtifolium</i>	Myrtle-leaved St. John's wort	
<i>Hypericum reductum</i>	Matted sandweed	
<i>Hypericum sp.</i>	Hypericum sp.	
<i>Hypericum tetrapetalum</i>	Heart-leaved St. Peter's wort	
<i>Hypoxis juncea</i>	Common stargrass	
<i>Hyptis alata</i>	Musky mint	
<i>Hyptis radiata</i>	Bitter mint	
<i>Ilex cassine</i>	Dahoon holly	
<i>Ilex glabra</i>	Gallberry	
<i>Indigofera hirsuta</i>	Rough hairy indigo	

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<i>Indigofera pilosa</i>	Indigo	Exotic
<i>Ipomoea aquatica</i>	Water spinach	Exotic
<i>Ipomoea tenuissima</i>	Rockland mornigglory	
<i>Iris hexagona v. savannarum</i>	Prairie iris	
<i>Itea virginica</i>	Virginia willow	
<i>Iva microcephala</i>	Pineland elder	
<i>Juncus dichotomous</i>	Forked rush	
<i>Juncus effusus</i>	Soft rush	
<i>Juncus elliotii</i>	Bog rush	
<i>Juncus marginatus</i>	Shore rush	
<i>Juncus maegacephalus</i>	Large-headed rush	
<i>Juncus polycephalus</i>	Many-headed rush	
<i>Juncus scirpoides</i>	Needle-pod rush	
<i>Juniperus virginiana</i>	Red cedar	
<i>Justica angusta</i>	Narrow-leaf waterwillow	
<i>Justicia ovata</i>	Water-willow	
<i>Kosteletzkya virginica</i>	Virginia saltmarsh mallow	
<i>Kummerowia striata (Lespedeza striata)</i>	Japanese-clover	
<i>Kyllinga brevifolia</i>	Shortleaf spikesedge	
<i>Kyllinga odorata</i>	Fragrant spikesedge	
<i>Lachnanthes caroliniana</i>	Bloodroot	
<i>Lachnocaulon anceps</i>	Little white bog-button	
<i>Lachnocaulon beyrichianum</i>	Little bog-button	
<i>Lachnocaulon minus</i>	Small's bog button	
<i>Lachnocaulon sp.</i>	Lachnocaulon sp.	
<i>Lantana camara</i>	Shrub lantana	Exotic
<i>Lechea torreyi</i>	Compact pinweed	
<i>Leersia sp.</i>	Cutgrass	
<i>Leersia hexandra</i>	Southern cutgrass	
<i>Lemna sp.</i>	Duckweed	
<i>Lemna valdiviana</i>	Valdivia duckweed	
<i>Lepidium virginicum</i>	Virginia pepperweed	
<i>Leptochloa fascicularis</i>	Bearded sprangle-top grass	
<i>Liatris gracilis</i>	Blazing star	
<i>Liatris tenuifolia</i>	Narrow-leaf blazing star	
<i>Licania michauxii</i>	Gopher apple	
<i>Limnobiium spongia</i>	Frog's-bit	
<i>Linaria canadensis</i>	Old field toadflax	
<i>Linaria floridana</i>	Florida toadflax	
<i>Lindernia anagallidea</i>	Variable false-pimpernel	
<i>Lindernia grandiflora</i>	Large-flowered false-pimperne	
<i>Lipocarpa maculata</i>	Common ditchgrass	
<i>Lippia nodiflora</i>	Frog's-bit	
<i>Liquidambar styraciflua</i>	Sweetgum	
<i>Lobelia feayana</i>	Bay lobelia	
<i>Ludwigia arcuata</i>	False loosestrife	
<i>Ludwigia brevipes</i>	Ludwigia brevipes	
<i>Ludwigia maritima</i>	Coastal plain seedbox	
<i>Ludwigia microcarpa</i>	Little seedbox	

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<i>Ludwigia octovalvis</i>	Primrose willow	Nuisance	
<i>Ludwigia palustris</i>	Water-purslane		
<i>Ludwigia peruviana</i>	Primrose willow		
<i>Ludwigia repens</i>	Creeping primrosewillow		
<i>Ludwigia sp.</i>	Ludwigia sp.		
<i>Ludwigia suffruticosa</i>	Headed seedbox		
<i>Luziola fluitans (Hydrochloa caroliniensis)</i>	Water grass		
<i>Lycopus sp.</i>	Bugleweed		
<i>Lycopus rubellus</i>	Taper-leaf water hoarhound		
<i>Lygodesmia aphylla</i>	Rosebush		
<i>Lyonia Ferruginea</i>	Rusty staggerbush		
<i>Lyonia fruticosa</i>	Staggerbush		
<i>Lyonia ligustrina v. foliosiflora</i>	Maleberry		
<i>Lyonia lucida</i>	Fetterbush		
<i>Macroptilium lathyroides</i>	Macroptilium lathyroides	Exotic	
<i>Magnolia virginiana</i>	Sweet bay		
<i>Mecardonia acuminata</i>	Mecardonia acuminata		
<i>Melia azedarach</i>	Chinaberry		
<i>Melothria pendula</i>	Creeping cucumber		
<i>Micranthemum glomeratum</i>	Mudflower		
<i>Micranthemum umbrosum</i>	Shade mudflower		
<i>Mikania cordifolia</i>	Hempweed		
<i>Mikania acandens</i>	Climbing hempweed		
<i>Mitchella repens</i>	Twinberry		
<i>Mitreola sessilifolia</i>	Miterwort		
<i>Momordica charantia</i>	Wild balsam-apple		Nuisance
<i>Morrenia odorata</i>	Latexplant		
<i>Morus rubra</i>	Red mulberry		
<i>Murdannia nudiflora</i>	Dove weed		
<i>Myrica cerifera</i>	Wax myrtle		
<i>Myriophyllum aquaticum</i>	Parrot's-feather		
<i>Nephrolepis exaltata</i>	Boston fern		
<i>Nerium oleander</i>	Oleander		
<i>Nuphar advena</i>	Spatterdock		
<i>Nuphar lutea</i>	Spatterdock		
<i>Nymphaea odorata</i>	Fragrant water-lily		
<i>Nymphaea mexicana</i>	Yellow waterlily		
<i>Nymphoides aquatica</i>	Floating hearts		
<i>Nyssa biflora</i>	Black gum		
<i>Nyssa sylvatica var. biflora</i>	Swamp black gum	Commercially Exploited Commercially Exploited	
<i>Oplismenus setarius</i>	Woodsgrass		
<i>Opuntia humifusa</i>	Prickly-pear cactus		
<i>Opuntia pusilla</i>	Cock's-spur prickly pear		
<i>Osmunda cinnamomea</i>	Cinnamon fern		
<i>Osmunda regalis</i>	Royal fern		
<i>Oxalis corniculata</i>	Common yellow woodsorrel		
<i>Oxalis florida</i>	Yellow wood sorrel		
<i>Palafoxia feayi</i>	Palafoxia		

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<i>Panicum anceps</i>	Beaked panicum	
<i>Panicum aciculare</i>	Narrow-leaf panic grass	
<i>Panicum chamaelonche</i>	Small-fruit panic grass	
<i>Panicum ciliaris</i>	Fringed panic grass	
<i>Panicum ciliatum</i>	Fringed panic grass	
<i>Panicum commutatum</i>	Variable panicum	
<i>Panicum dichotomiflorum</i>	Fall panicum	
<i>Panicum ensifolium</i>	Cypress panic grass	
<i>Panicum erectifolium</i>	Erect-leaf panic grass	
<i>Panicum gymnocarpum</i>	Savannah panicum	
<i>Panicum hemitomon</i>	Maidencane	
<i>Panicum laxiflorum</i>	Open-flower panic grass	
<i>Panicum longifolium</i>	Panic grass	
<i>Panicum repens</i>	Torpedo grass	Exotic
<i>Panicum rigidulum</i>	Redtop panic grass	
<i>Panicum sp.</i>	Panic grass	
<i>Panicum spretum</i>	Eaton's panic grass	
<i>Panicum tenerum</i>	Bluejoint panicum	
<i>Panicum verrucosum</i>	Warty panicum	
<i>Parietaria floridana</i>	Florida pellitory	
<i>Parthenocissus quinquefolia</i>	Virginia creeper	
<i>Paspalum acuminatum</i>	Brook crowngass	
<i>Paspalum caespitosum</i>	Blue paspalum	Exotic
<i>Paspalum conjugatum</i>	Sour paspalum	
<i>Paspalum dilatatum</i>	Dallisgrass	
<i>Paspalum dissectum</i>	Mudbank crowgrass	
<i>Paspalum distichum</i>	Knotgrass	
<i>Paspalum fibriatum</i>	Fringed paspalum	
<i>Paspalum floridanum</i>	Florida paspalum	
<i>Paspalum laeve</i>	Field paspalum	Exotic
<i>Paspalum notatum</i>	Bahia grass	
<i>Paspalum plicatulum</i>	Brown-seed paspalum	
<i>Paspalum repens</i>	Water paspalum	
<i>Paspalum setaceum</i>	Thin paspalum	
<i>Paspalum sp.</i>	Paspalum sp.	
<i>Paspalum urvillei</i>	Vasey grass	
<i>Persea borbonia</i>	Red bay	
<i>Persea palustris</i>	Swamp bay	
<i>Petiveria alliacea</i>	Guinea-hen weed	
<i>Phanopyrum gymnocarpon</i>	Savannah panicum	
<i>Phlebodium aureum</i>	Golden polypody	
<i>Phyla nodiflora</i>	Frog-fruit	
<i>Phlebodium aureum</i>	Golden serpent fern	
<i>Phoebanthus grandiflorus</i>	Florida false sunflower	
<i>Phoradendron leucarpum</i>	Oak mistletoe	
<i>Phoradendron serotinum</i>	Mistletoe	
<i>Phyllanthus tenellus</i>	Long-stalked phyllanthus	
<i>Phyllanthus urinaria</i>	Leaf-flower	
<i>Phytolacca americana</i>	Pokeberry	

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<i>Piloblephis rigida</i>	Wild penny royal	Threatened (S)
<i>Pinguicula lutea</i>	Yellow butterwort	
<i>Pinguicula pumila</i>	Small butterwort	
<i>Pinus clausa</i>	Sand pine	
<i>Pinus elliotii</i> var. <i>densa</i>	Slash pine	
<i>Pinus palustris</i>	Longleaf pine	
<i>Pinus serotina</i>	Pond pine	
<i>Pluchea camphorata</i>	Camphorweed	Exotic
<i>Pluchea odorata</i>	Sweetscent	
<i>Pluchea rosea</i>	Rosy camphorweed	
<i>Piriqueta caroliniensis</i>	Piriqueta	
<i>Piriqueta cistoides</i>	Pitted stripeeed	
<i>Pistia stratiotes</i>	Water lettuce	
<i>Pityopsis graminifolia</i>	Golden aster	
<i>Plantago major</i>	Common plantain	
<i>Plantago virginica</i>	Southern plantain	
<i>Pluchea foetida</i>	Marsh fleabane	
<i>Pluchea longifolia</i>	Tall white fleabane	Exotic
<i>Pluchea odorata</i>	Salt marsh fleabane	
<i>Pluchea rosea</i>	Perennial marsh fleabane	
<i>Polygala cymosa</i>	Tall milkwort	
<i>Polygala grandiflora</i>	Large-flowered polygala	
<i>Polygala incarnata</i>	Procession flower	
<i>Polygala lutea</i>	Candy weed	
<i>Polygala nana</i>	Dwarf bachelor's button	
<i>Polygala rugelii</i>	Yellow milkwort	
<i>Polygala setacea</i>	Coastal-plain milkwort	
<i>Polygonella polygama</i> v. <i>polygama</i>	Jointweed	Exotic
<i>Polygonum densiflorum</i>	Smartweed	
<i>Polygonum hirsutum</i>	Hairy smartweed	
<i>Polygonum hydropiperoides</i>	Smartweed	
<i>Polygonum pensylvanicum</i>	Pennsylvania smartweed	
<i>Polygonum punctatum</i>	Dotted smartweed	
<i>Polygonum setaceum</i>	Stubble smartweed	
<i>Polypodium polypodioides</i>	Resurrection fern	
<i>Polypremum procumbens</i>	Rustweed	
<i>Pontederia cordata</i> var. <i>lancifolia</i>	Pickerelweed	
<i>Portulaca pilosa</i>	Pink purslane	Exotic
<i>Proserpinaca palustris</i>	Marsh mermaid-weed	
<i>Proserpinaca pectinata</i>	Cut-leaf Mermaid-weed	
<i>Psidium guajava</i>	Guava	
<i>Psilocarya nitens</i>	Bald-rush	
<i>Psilotum nudum</i>	Whisk fern	
<i>Pteridium aquilinum</i> v. <i>latiusculum</i>	Bracken fern	
<i>Pterocaulon pycnostachyum</i>	Blackroot	
<i>Pterocaulon virgatum</i>	Blackroot	
<i>Pteroglossaspis ecristate</i>	Giant orchid	
<i>Ptilimnium capillaceum</i>	Mock Bishop's weed	
<i>Pyrrhopappus carolinianus</i>	Carolina false dandelion	

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<i>Quercus chapmanii</i>	Chapman's oak
<i>Quercus geminata</i>	Sand live oak
<i>Quercus hemispherica</i>	Upland laurel oak
<i>Quercus incana</i>	Bluejack/Gray oak
<i>Quercus inopina</i>	Scrub oak
<i>Quercus laevis</i>	Turkey oak
<i>Quercus laurifolia</i>	Laurel oak
<i>Quercus lyrata</i>	Overcup oak
<i>Quercus minima</i>	Dwarf live oak
<i>Quercus myrtifolia</i>	Myrtle oak
<i>Quercus pumila</i>	Running oak
<i>Quercus nigra</i>	Water oak
<i>Quercus virginiana</i>	Live oak
<i>Rhexia cubensis</i>	Meadowbeauty
<i>Rhexia mariana</i> var. <i>mariana</i> (God)	Meadowbeauty
<i>Rhexia nashii</i>	Nash's meadow beauty
<i>Rhexia nuttallii</i>	Nuttall's meadow beauty
<i>Rhexia petiolata</i>	Ciliate meadow beauty
<i>Rhus copallina</i>	Winged sumac
<i>Rhynchelytrum repens</i>	Red natalgrass
<i>Rhynchospora caduca</i>	Falling beakrush
<i>Rhynchospora cephalantha</i>	Clustered beakrush
<i>Rhynchospora chalarocephala</i>	Large headed beakrush
<i>Rhynchospora ciliaris</i>	Ciliated Beakrush
<i>Rhynchospora colorata</i> (<i>Dichromena colorata</i>)	White-top sedge
<i>Rhynchospora corniculata</i>	Horned rush
<i>Rhynchospora fascicularis</i>	Fascicled beakrush
<i>Rhynchospora fernaldii</i>	Fernald's beakrush
<i>Rhynchospora globularis</i>	Round headed beak rush
<i>Rhynchospora intermedia</i>	Flatwoods beak rush
<i>Rhynchospora inundata</i>	Inundated beakrush
<i>Rhynchospora latifolia</i>	Giant white-top sedge
<i>Rhynchospora megalocarpa</i>	Sandy-field beak sedge
<i>Rhynchospora microcarpa</i>	Little-seed beakrush
<i>Rhynchospora microcephala</i>	Southern beakrush
<i>Rhynchospora micropehala</i>	Small headed beakrush
<i>Rhynchospora miliacea</i>	Swamp beak rush
<i>Rhynchospora mixta</i>	Mingles beakrush
<i>Rhynchospora odorata</i>	Fragrant beaksedge
<i>Rhynchospora pleiantha</i>	Coastal beaksedge
<i>Rhynchospora plumosa</i>	Flatwoods beak rush
<i>Rhynchospora pusilla</i>	Fairy beakrush
<i>Rhynchospora nitens</i>	Bald-rush
<i>Rhynchospora</i> sp.	Beakrush
<i>Rhynchospora tracyi</i>	Narrow beak rush
<i>Rhynchospora wrightiana</i>	Wright's beakrush
<i>Richardia brasiliensis</i>	Mexican clover
<i>Richardia scabra</i>	Rough diamond flower

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<i>Rorripa teres</i>	Southern marsh yellowcress	
<i>Rubus argutus</i>	Highbush blackberry	
<i>Rubus betulifolius</i>	Blackberry	
<i>Rubus cuneifolius</i>	Sand blackberry	
<i>Rubus trivialis</i>	Southern dewberry	
<i>Rumex hastatulus</i>	Hastate-leaved dock	
<i>Rynchospora decurrens</i>	Swamp-forest beakrush	
<i>Rynchospora inundata</i>	Horned beakrush	
<i>Sabal minor</i>	Dwarf palmetto	
<i>Sabal palmetto</i>	Sabal palm	
<i>Sabatia brevifolia</i>	White sabatia	
<i>Sabatia grandiflora</i>	Rose-gentian	
<i>Saccharum giganteum</i>	Sugarcane plumegrass	
<i>Saccharum officinarum</i>	Sugarcane	
<i>Sacciolepis indica</i>	India cupscale grass	Exotic
<i>Sacciolepis striata</i>	American cupscale	
<i>Sagittaria graminea</i>	Grassy arrowhead	
<i>Sagittaria isoetiformis</i>	Quillwort arrowhead	
<i>Sagittaria kurziana</i>	Springtape	
<i>Sagittaria lancifolia</i>	Arrowhead	
<i>Sagittaria latifolia</i>	Common Arrowhead	
<i>Sagittaria subulata</i>	Water arrowhead	
<i>Sagittaria subulata v. stagnorum</i>	Dwarf arrowhead	
<i>Salix caroliniana</i>	Carolina willow	
<i>Salvia lyrata</i>	Lyre-leaved sage	
<i>Salvinia minima</i>	Water spangles	
<i>Sambucus canadensis</i>	Elderberry	
<i>Sapium sebiferum</i>	Chinese tallow	Exotic
<i>Sarcostemma clausum</i>	White twinvine	
<i>Saururus cernuus</i>	Lizard's tail	
<i>Schinus terebinthifolius</i>	Brazilian pepper	Exotic
<i>Schizachyrium stoloniferum</i>	Creeping bluestem	
<i>Scirpus californicus</i>	Giant Bulrush	
<i>Scirpus cubensis</i>	Bulrush	
<i>Scirpus tabernaemontani</i>	Softstem bulrush	
<i>Scirpus validus</i>	Soft bulrush	
<i>Scleria ciliata</i>	Nut rush	
<i>Scleria pauciflora</i>	Few-flower nutrush	
<i>Scleria reticularis</i>	Reticulated nut-grass	
<i>Scleria triglomerata</i>	Tall nutgrass	
<i>Scleria verticillata</i>	Pineland nut rush	
<i>Scoparia dulcis</i>	Goat-weed	
<i>Senecio glabellus</i>	Butterweed	
<i>Senna ligustrina</i>	Privet wild sensitive plant	
<i>Senna obtusifolia</i>	Sicklepod	
<i>Senna occidentalis</i>	coffee senna	
<i>Serona repens</i>	Saw palmetto	
<i>Sesbania emerus</i>	Hemp sesbania	
<i>Sesbania punicea</i>	Red-flowered sesbania	Exotic

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<i>Sesbania vesicaria</i>	Bagpod	
<i>Setaria geniculata</i>	Knotroot bristlegrass	
<i>Setaria parviflora</i>	Yellow bristlegrass	
<i>Seymeria pectinata</i>	Piedmont seymeria	
<i>Sida acuta</i>	Broomweed	
<i>Sida cordifolia</i>	Broomweed	
<i>Sida rhombifolia</i>	Arrow-leaf sida	
<i>Sida santaremensis</i>	Moth fanpetals	
<i>Sisyrinchium angustifolium</i>	Narrow-winged blue-eyed grass	
<i>Sisyrinchium atlanticum</i>	Easter blue-eyed grass	
<i>Sisyrinchium exile</i>	Yellow blue-eyed grass	
<i>Smilax auriculata</i>	Greenbrier	
<i>Smilax bona-nox</i>	Catbrier	
<i>Smilax havanensis</i>	Sarsaparilla	
<i>Smilax laurifolia</i>	Bamboo-vine	
<i>Smilax pumila</i>	Dwarf smilax	
<i>Smilax smallii</i>	Lance-leaf greenbrier	
<i>Smilax tamnoides</i>	Bristly greenbrier	
<i>Smilax walteri</i>	Coral greenbrier	
<i>Solanum americanum</i>	Common Nightshade	
<i>Solanum capsicoides</i>	Soda apple	Exotic
<i>Solanum carolinense</i>	Horse-nettle	
<i>Solanum jamaicensis</i>	Jamaican Nightshade	Exotic
<i>Solanum viarum</i>	Tropical soda apple	Exotic
<i>Solanum torvum</i>	Turkeyberry	Exotic
<i>Solidago gigantea</i>	Giant Goldenrod	
<i>Solidago fistulosa</i>	Marsh goldenrod	
<i>Solidago latissimifolia</i>	Elliott's goldenrod	
<i>Solidago odora v. chapmanii</i>	Sweet goldenrod	
<i>Solidago sempervirens</i>	Goldenrod	
<i>Solidago tortifolia</i>	Twisted-leaf goldenrod	
<i>Sonchus asper</i>	Spiny-leaved sow thistle	
<i>Sonchus oleraceus</i>	Common sow thistle	
<i>Sorghastrum secundum</i>	Lopsided indiagrass	
<i>Sparganium americanum</i>	American burreed	
<i>Spartina bakeri</i>	Sand cord grass	
<i>Spermacoce assurgens</i>	large-leaf button weed	
<i>Spermacoce verticillata</i>	White head broom	
<i>Spiranthes longilabris</i>	Giantspiral ladies-tresses	
<i>Sphagnum sp.</i>	Sphagnum moss	
<i>Spiranthes vernalis</i>	Spring ladies'-tresses	
<i>Sporobolus indicus</i>	Smutgrass	
<i>Stachys floridana</i>	Hedgenettle	
<i>Stillingia sylvatica</i>	Upland queen's delight	
<i>Stipulicida setacea</i>	Wireweed	
<i>Syngonanthus Flavidulus</i>	Bantam-button	
<i>Taxodium ascendens</i>	Pond cypress	
<i>Taxodium distichum</i>	Bald cypress	
<i>Tephrosia hispidula</i>	Spreading hoary-pea	

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<i>Teucrium canadense</i>	Wood sage	
<i>Thalia geniculata</i>	Alligator flag	
<i>Thelypteris augescens</i>	Cypress shield fern	Threatened (S)
<i>Thelypteris hispida</i>	Hairy maiden fern	
<i>Thelypteris interrupta</i>	Spreading tri-vein fern	
<i>Thelypteris kinthii</i>	Southern shield fern	
<i>Tillandsia bartramii</i>	Wild pine	
<i>Tillandsia balbisiana</i>	Bulbous wild pine	Endangered
<i>Tillandsia fasciculata</i>	Stiff-leaved wild pine	
<i>Tillandsia recurvata</i>	Ball moss	
<i>Tillandsia setacea</i>	Wild pine	
<i>Tillandsia simulata</i>	Wild pine	
<i>Tillandsia usneoides</i>	Spanish moss	
<i>Tillandsia utriculata</i>	Giant wild pine airplant	
<i>Toxicodendron radicans</i>	Poison ivy	
<i>Triadenum virginicum</i>	St. John's Wort	
<i>Trifolium repens</i>	White clover	
<i>Typha domingensis</i>	Southern cattail	Nuisance
<i>Typha latifolia</i>	Common cattail	
<i>Typha sp.</i>	Cattail	
<i>Ulmus americana</i>	American elm	Exotic
<i>Urena lobata</i>	Cesarweed	Exotic
<i>Urochloa mutica</i>	Paragrass	
<i>Urtica chamaedryoides</i>	Heartleaf nettle	
<i>Utricularia cornuta</i>	Horned bladderwort	
<i>Utricularia floridana</i>	Florida bladderwort	
<i>Utricularia foliosa</i>	Flat-stem bladderwort	
<i>Utricularia gibba</i>	Humped bladderwort	
<i>Utricularia subulata</i>	Zigzag bladderwort	
<i>Vaccinium corymbosum</i>	Highbush	
<i>Vaccinium darrowii</i>	Glaucous blueberry	
<i>Vaccinium myrsinites</i>	Shiny blueberry	
<i>Vaccinium staminoides</i>	Deerberry	
<i>Verbena scabra</i>	Harsh verbena	
<i>Verbesina virginica</i>	Frostweed	
<i>Vicia acutifolia</i>	Fourleaf vetch	
<i>Viola lanceolata</i>	Long leaf violet	
<i>Viola primulifolia</i>	Primrose-leaved violet	
<i>Vitis cinerea var. floridana</i>	Florida grape	
<i>Vitis munsoniana</i>	Southern fox grape	Nuisance
<i>Vitis rotundifolia</i>	Fox grape	
<i>Vitis shuttleworthii</i>	Calusa grape	
<i>Vitis sp.</i>	Wild grape	
<i>Vitis vulpina</i>	Frost grape	
<i>Vittaria lineata</i>	Shoestring fern	
<i>Woodwardia areolata</i>	Netted chain fern	
<i>Woodwardia virginiana</i>	Virginia chain fern	
<i>Ximenia americana</i>	Hog plum	
<i>Xyris ambigua</i>	Morning yellow-eyed grass	

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<i>Xyris brevifolia</i>	Short-leaved Yellow-eyed grass
<i>Xyris caroliniana</i>	Yellow-eyed grass
<i>Xyris difformis v. floridana</i>	Yellow-eyed grass
<i>Xyris elliotii</i>	Elliott's yellow-eyed grass
<i>Xyris fimbriata</i>	Yellow-eyed grass
<i>Xyris flabelliformis</i>	Savannah yellow-eyed grass
<i>Xyris jupicai</i>	Tropical yellow-eyed grass
<i>Xyris platylepis</i>	Twisted yellow-eyed grass
<i>Xyris smalliana</i>	Yellow-eyed grass
<i>Xyris sp.</i>	Yellow-eyed grass
<i>Zanthoxylum clava-herculis</i>	Hercules-club

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Appendix E. Animal Species List, Kissimmee Chain of Lakes Management Area

Birds

FWC = Florida Fish & Wildlife Conservation Commission

SSC = Species of Special Concern

T = Threatened

E = Endangered

State = (s) Federal = (f)

Species Name	Common Name	Listing Status
<i>Acciper striatus</i>	Sharp shinned hawk	
<i>Accipiter cooperii</i>	Cooper's hawk	
<i>Actitis macularia</i>	Spotted sandpiper	
<i>Agelaius phoeniceus</i>	Red-winged blackbird	
<i>Aix sponsa</i>	Wood duck	
<i>Anas discors</i>	Blue winged teal	
<i>Anas fulvigula</i>	Mottled duck	
<i>Anas rubripes</i>	Black duck	
<i>Anhinga anhinga</i>	Anhinga	
<i>Aphelocoma coerulescens</i>	Florida scrub jay	
<i>Aramus guarauna</i>	Limpkin	SSC
<i>Ardea herodias</i>	Great blue heron	
<i>Aythya affinis</i>	Lesser scaup	
<i>Aythya collaris</i>	Ring necked duck	
<i>Botaurus lentiginosus</i>	American bittern	
<i>Bubo virginianus</i>	Great horned owl	
<i>Bubulcus ibis</i>	Cattle egret	
<i>Buteo jamaicensis</i>	Red tailed hawk	
<i>Buteo lineatus</i>	Red-shouldered hawk	
<i>Buteo platypterus</i>	Broad winged hawk	
<i>Butorides striatus</i>	Green heron	
<i>Butorides virescens</i>	Green heron	
<i>Caprimulgus carolinensis</i>	Chuck will's widow	
<i>Caracara cheriway</i>	Crested Caracara	T(f)
<i>Cardinalis cardinalis</i>	Northern Cardinal	
<i>Casmerodius albus</i>	Great egret	
<i>Cathartes aura</i>	Turkey Vulture	
<i>Ceryle alcyon</i>	Belted kingfisher	
<i>Charadrius vociferus</i>	Killdeer	
<i>Chordeiles minor</i>	Common nighthawk	
<i>Circus cyaneus</i>	Marsh hawk	
<i>Coccyzus americanus</i>	Yellow billed cuckoo	
<i>Colaptes auratus</i>	Northern flicker	
<i>Colinus virginianus</i>	Northern bobwhite	
<i>Columbina passerina</i>	Common ground dove	

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<i>Contopus virens</i>	Eastern wood pewee	
<i>Coragyps atratus</i>	Black vulture	
<i>Corvus brachyrhynchos</i>	American crow	
<i>Corvus ossifragus</i>	Fish crow	
<i>Cyanocitta cristata</i>	Blue jay	
<i>Dendroica caerulescens</i>	Black throated blue warbler	
<i>Dendroica discolor</i>	Prairie warbler	
<i>Dendroica dominica</i>	Yellow throated warbler	
<i>Dendroica palmarum</i>	Palm warbler	
<i>Dendroica pinus</i>	Pine warbler	
<i>Dryocopus pileatus</i>	Pileated woodpecker	
<i>Dumetella carolinensis</i>	Gray catbird	
<i>Egretta caerulea</i>	Little blue heron	SSC
<i>Egretta thula</i>	Snowy Egret	SSC
<i>Egretta tricolor</i>	Tricolored (=Louisiana) heron	SSC
<i>Elanoides forficatus</i>	Swallow-tailed kite	
<i>Eudocimus albus</i>	White ibis	SSC
<i>Falco sparverius paulus</i>	SE American kestrel	T(s)
<i>Fulica americana</i>	American coot	
<i>Gallinago gallinago</i>	Common snipe	
<i>Gallinula chloropus</i>	Common moorhen	
<i>Geothlypis trichas</i>	Common yellowthroat	
<i>Grus americana</i>	Whooping crane	E(f)
<i>Grus canadensis pratensis</i>	Florida sandhill crane	T(s)
<i>Haliaeetus leucocephalus</i>	Bald eagle	
<i>Himantopus mexicanus</i>	Black-necked stilt	
<i>Lanius ludovicianus</i>	Loggerhead shrike	
<i>Larus delawarensis</i>	Ring billed gull	
<i>Melanerpes carolinus</i>	Red bellied woodpecker	
<i>Melanerpes erythrocephalus</i>	Red headed woodpecker	
<i>Meleagris gallopavo</i>	Wild turkey	
<i>Mimus polyglottis</i>	Mockingbird	
<i>Mniotilta varia</i>	Blank and white warbler	
<i>Mycteria americana</i>	Wood stork	E(f)
<i>Myiarchus crinitus</i>	Great crested flycatcher	
<i>Otus asio</i>	Eastern screech owl	
<i>Pandion haliaetus</i>	Osprey	
<i>Parula americana</i>	Northern parula	
<i>Parus bicolor</i>	Tufted titmouse	
<i>Phalacrocorax auritus</i>	Double crested cormorant	
<i>Picoides pubescens</i>	Downy woodpecker	
<i>Picoides villosus</i>	Hairy woodpecker	
<i>Pipilo erythrophthalmus</i>	Rufous sided towhee	
<i>Piranga rubra</i>	Summer tanager	
<i>Plegadis falcinellus</i>	Glossy ibis	
<i>Podilymbus podiceps</i>	Pied billed grebe	
<i>Polioptila caerulea</i>	Blue gray gnatcatcher	
<i>Porphyryula martinica</i>	Purple gallinule	
<i>Progne subis</i>	Purple martin	

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<i>Quiscalus major</i>	Boat tailed grackle	
<i>Quiscalus quiscula</i>	Common grackle	
<i>Rostrhamus sociabilis plumbeus</i>	Everglades kite	E(f)
<i>Sayornis phoebe</i>	Eastern phoebe	
<i>Seiurus motacilla</i>	Louisiana waterthrush	
<i>Seiurus noveboracensis</i>	Northern waterthrush	
<i>Setophaga ruticilla</i>	American redstart	
<i>Sialia sialis</i>	Eastern bluebird	
<i>Sterna forsteri</i>	Forster's tern	
<i>Strix varia</i>	Barred owl	
<i>Sturnella magna</i>	Eastern Meadowlark	
<i>Tachycineta bicolor</i>	Tree Swallow	
<i>Thryothorus ludovicianus</i>	Carolina wren	
<i>Toxostoma rufum</i>	Brown thrasher	
<i>Tringa flavipes</i>	Lesser yellowlegs	
<i>Tringa melanoleuca</i>	Greater yellowlegs	
<i>Turdus migratorius</i>	American robin	
<i>Tyrannus tyrannus</i>	Eastern kingbird	
<i>Tyto alba</i>	Common barn owl	
<i>Vireo flavifrons</i>	Yellow throated vireo	
<i>Vireo griseus</i>	White eyed vireo	
<i>Vireo olivaceus</i>	Red eyed vireo	
<i>Vireo solitarius</i>	Solitary vireo	
<i>Zenaida macroura</i>	Mourning dove	

Mammals

Species Name	Common Name	Listing Status
<i>Blarina brevicauda</i>	Short tailed schrew	
<i>Cryptotis parva</i>	Least schrew	
<i>Corynorhinus rafinesquii</i>	Southeastern big-eared bat	
<i>Dasypus novemcinctus</i>	Nine-banded Armadillo	
<i>Didelphis marsupialis</i>	Opossum	
<i>Equus caballus</i>	Horse	
<i>Felis rufus</i>	Bobcat	
<i>Lutra canadensis</i>	River otter	
<i>Neofiber alaleni</i>	Round tailed muskrat	
<i>Odocoileus virginianus</i>	White-tailed deer	
<i>Oryzomys palustris</i>	Eastern rice rat	
<i>Peromyscus gossypinus</i>	Cotton mouse	
<i>Procyon lotor</i>	Raccoon	
<i>Sciurus carolinensis</i>	Eastern grey squirrel	
<i>Sciurus niger shermani</i>	Sherman's fox squirrel	SSC
<i>Sus scrofa</i>	Feral hog	
<i>Sylvilagus floridanus</i>	Eastern cottontail	
<i>Sylvilagus palustris</i>	Marsh rabbit	

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Reptiles and Amphibians

Species Name	Common Name	Listing Status
SNAKES		
<i>Agkistrodon piscivorus conanti</i>	Florida cottonmouth	
<i>Coluber constrictor</i>	Black racer	
<i>Diadophis punctatus punctatus</i>	Southern ringneck snake	
<i>Drymarchon corais couperi</i>	Eastern indigo snake	T(f)
<i>Elaphe guttata guttata</i>	Corn snake	
<i>Elaphe obsoleta quadrivittata</i>	Yellow rat snake	
<i>Lampropeltis getulus</i>	Common kingsnake	
<i>Nerodia cyclopion floridana</i>	Green water snake	
<i>Nerodia fasciata pictiventris</i>	Florida water snake	
<i>Ophedrys aestivus</i>	Rough green snake	
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	SSC
<i>Reginald alleni</i>	Striped crayfish snake	
<i>Sistrurus miliaris barbouri</i>	Dusky pygmy rattlesnake	
<i>Thamnophis sirtalis sirtalis</i>	Eastern garter snake	
OTHER REPTILES		
<i>Alligator mississippiensis</i>	American Alligator	
<i>Anolis carolinensis</i>	Green anole	
<i>Anolis sagrei sagrei (exotic)</i>	Brown anole	
<i>Apalone ferox</i>	Florida softshell turtle	
<i>Chelydra serpentina</i>	Snapping turtle	
<i>Cnemidophorus sexilineatus</i>	Six lined racerunner	
<i>Deirochelys reticularia chrysea</i>	Florida chicken turtle	
<i>Eumeces inexpectatus</i>	Southeastern five lined skink	
<i>Gopherus polyphemus</i>	Gopher tortoise	T(s)
<i>Kinosternon subrubrum</i>	Florida mud turtle	
<i>Ophisaurus ventralis</i>	Eastern glass lizard	
<i>Pseudemys floridana peninsularis</i>	Peninsular cooter	
<i>Pseudemys neisoni</i>	Florida redbelly turtle	
<i>Sceloporus undulatus undulatus</i>	Southern fence swift	
<i>Scincella lateralis</i>	Ground skink	
<i>Sternotherus odoratus</i>	Common stinkpot turtle	
<i>Terrapene carolina carolina</i>	Florida Box turtle	
AMPHIBIANS		
<i>Acris gryllus dorsalis</i>	Florida cricket frog	
<i>Bufo quercicus</i>	Oak toad	
<i>Bufo terrestris</i>	Southern toad	
<i>Eurycea quadridigitata</i>	Dwarf salamander	
<i>Hyla cinerea</i>	Green treefrog	
<i>Hyla femoralis</i>	Pinewoods treefrog	
<i>Hyla squirella</i>	Squirrel treefrog	
<i>Notophthalmus viridescens</i>	Peninsula newt	

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Rana grylio
Rana sphenocephala
Rana utricularia

Pig frog
Southern Leopard frog
Southern Leopard frog

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Appendix F. FWC Public Use Regulations and Hunting Brochure, 2014

2013-
2014
Hunting
Season

**Kissimmee Chain
of Lakes Area**

Regulations Summary and Area Map
July 1, 2013 - June 30, 2014



A cooperative public wildlife and recreational area

South Florida Water
Management District



This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the Kissimmee Chain of Lakes Area. **Regulations that are new or differ substantially from last year are shown in bold print.** Area users should familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission's wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at MyFWC.com.

Persons using this area are required to have appropriate licenses, permits and stamps. The following persons are exempt from, all license and permit requirements (except for quota permits when listed as "no exemptions," recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older.

Licenses and permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp; available where hunting licenses are sold, at most post offices or at www.duckstamp.com.

Quota Permit Information:

Quota permits are not required for this area.

General Area Regulations:

All general laws and regulations relating to wildlife and fish shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. These provisions are not required when hunting with a bow and arrow during archery season.
2. Taking of spotted fawn, swimming deer or roosted turkey is prohibited. Species legal to hunt are listed under each season.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited. Recorded calls and sounds can be used to hunt furbearers, wild hog and crows.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting or fishing is prohibited on any portion of the area posted as closed to those activities.
9. Taking or herding wildlife from any motorized vehicle, aircraft or boat, which is under power is prohibited until power, and movement from that power, has ceased.
10. Most game may be hunted from ½ hour before sunrise until ½ hour after sunset (see exceptions for each season).
11. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
12. Wild hog may not be transported alive.
13. A hunting license is not required for the take of wild hog.
14. Littering is prohibited.
15. It is unlawful to set fire to any forest, grass or woodlands.
16. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.
17. Falconers may hunt during the statewide falconry season anytime this area is open for public access. Crows may be hunted during the first phase of crow season only.

Public Access and Vehicles:

1. Open to public recreational access year round.
2. Parked vehicles may not obstruct a road, levee, maintenance berm, gate or water control structure.
3. Use of airboats is prohibited in those areas posted as closed to airboat use.

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4. A South Florida Water Management District Special Use License is required to access that portion of the Rough Island Unit, as referenced on the map and posted on site. Licenses (50) are issued beginning on June 1. For information on how to obtain a license, call 561-924-5310, extension 3333.
5. See #4 under the South Florida Water Management District Rules section of this brochure.

Hunters:

1. Erecting or maintaining treestands is prohibited from 11 days after the end of **spring turkey** season to 11 days before the start of archery season.
2. Wild hog may be hunted year round.
3. Wild hog may only be hunted with a firearm or archery equipment from ½ hour before sunrise to ½ hour after sunset.
4. Wild hog may be hunted with dogs at night. Hunting with a gun (including archery equipment) at night is prohibited.

Guns:

1. The discharge of a firearm outside of periods open to hunting or in areas closed to hunting is prohibited per s. 790.15 FS.
2. Hunting with centerfire rifles is prohibited on the Northwest Shore, East Shore Marshes, West Shore and Drasdo Units.
3. Hunting at night with a gun is prohibited.
4. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing 2 or more balls.
5. Hunting deer with rimfire or non-expanding, full metal jacket (military ball) ammunition is prohibited.
6. **Air guns may be used to hunt gray squirrel and rabbits during the small game and general gun seasons.**
7. Children under the age of 16 hunting with a firearm or air gun must be in the presence of a supervising adult.
8. No person shall discharge a firearm or have a loaded firearm in hand while under the influence of alcohol or drugs.
9. For hunting non-migratory game, only shotguns, rifles, pistols, muzzleloading guns, bows, crossbows (allowed during archery season by permit only) or falconry may be used. Hunting during the spring turkey season with firearms other than shotguns or using a shot size larger than #2 is prohibited.
10. For hunting migratory game, only shotguns, bows, crossbows or falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than 3 shells in the magazine and chamber combined.
11. Hunting with full automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than 5 rounds, explosive or drug-injecting devices and set guns is prohibited.

Dogs:

1. Hunting deer and furbearers with dogs is prohibited.
2. Wild hog may be hunted with dogs year round.
3. Dogs on leashes may be used for trailing wounded game.

Camping:

1. Allowed on a first-come, first-served basis only at campsites designated by the South Florida Water Management District.
2. Camping is primitive and camping areas will be designated by brown signs with white lettering that say, "Designated Primitive Camping Area."
3. See #3 under the South Florida Water Management District Rules section of this brochure.

Bag and Possession Limits:

1. Antlered deer - Daily limit 2, possession limit 4. Hunting antlerless deer is prohibited.
2. Wild hog - No size or bag limit.
3. Turkey - Daily limit 1, all fall seasons combined limit 2, spring season limit 2, possession limit 2.

4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each.
5. Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Bobcat and otter - Prohibited.
7. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

Regulations for this area differ from adjacent private lands. Area users must follow the season dates and regulations as described in this brochure while on the area.

Archery Season:

October **19** through November **17**.

Permit, Stamp and License Requirements - Hunting license, archery permit, deer permit (if hunting deer), wild turkey permit (if hunting wild turkey) and migratory bird permit (if hunting migratory birds).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, bearded turkey or gobbler, gray squirrel, quail, rabbit, armadillo and migratory birds in season.

Regulations Unique to Archery Season -

1. Hunting with guns or crossbows (except by disabled crossbow permit) is prohibited, except centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet) and hunting wild hog with a firearm is allowed, but hunting with centerfire rifles in the Northwest Shore, East Shore Marshes, West Shore and Drasdo Units is prohibited.
2. Hunting deer is prohibited in the Drasdo, East Shore Marshes and West Shore Units.
3. Raptors are allowed for hunting game birds, crows and game mammals.

Crossbow Season:

November **18-22**.

Permit, Stamp and License Requirements - Hunting license, crossbow permit, deer permit (if hunting deer), wild turkey permit (if hunting wild turkey) and migratory bird permit (if hunting migratory birds).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, bearded turkey or gobbler, gray squirrel, quail, rabbit, armadillo and migratory birds in season.

Regulations Unique to Crossbow Season -

1. Only bows, crossbows and raptors may be used for hunting (raptors can be used for hunting game birds, crows and game mammals), except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet) and firearms are allowed for hunting wild hog, provided that hunting with centerfire rifles in the Northwest Shore, East Shore Marshes, West Shore and Drasdo Units is prohibited.
2. Hunting deer is prohibited in the Drasdo, East Shore Marshes and West Shore Units.

Muzzleloading Gun Season:

November **23** through December **6**.

Permit, Stamp and License Requirements - Hunting license, muzzleloading gun permit, deer permit (if hunting deer), wild turkey permit (if hunting wild turkey), migratory bird permit (if hunting migratory birds) and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, bearded turkey or gobbler, gray squirrel, quail, rabbit, armadillo and migratory birds in season.

Regulations Unique to Muzzleloading Gun Season -

1. Hunting with firearms, other than muzzleloading guns, is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet) and firearms are allowed for hunting wild hog, provided

**Kissimmee Chain of Lakes Management Area General Management Plan 2014 – 2024
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that hunting with centerfire rifles in the Northwest Shore, East Shore Marshes, West Shore and Drasdo Units is prohibited.

- Bows, crossbows and raptors are allowed for hunting; raptors can be used for hunting game birds, crows and game mammals.
- Hunting deer is prohibited in the Drasdo, East Shore Marshes and West Shore units.

General Gun Season:

December 7 through February 23.

Permit, Stamp and License Requirements - Hunting license, deer permit (if hunting deer), wild turkey permit (if hunting wild turkey), migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season. Bearded turkey or gobbler through February 2.

Regulations Unique to General Gun Season -

- Hunting deer is prohibited in the Drasdo, East Shore Marshes and West Shore Units.
- Hunting with centerfire rifles in the Northwest Shore, East Shore Marshes, West Shore and Drasdo units is prohibited.

Small Game Season:

October 12 through March 2.

Permit, Stamp and License Requirements - Hunting license, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Wild hog, gray squirrel, rabbit, armadillo and migratory birds in season. Raccoon, opossum, beaver, coyote, skunk and nutria through February 23. Quail beginning November 9.

Regulations Unique to Small Game Season - Hunting with centerfire rifles in the Northwest Shore, East Shore Marshes, West Shore and Drasdo units is prohibited.

Trapping Season:

December 7 through February 23.

Permit, Stamp and License Requirements - Trapping license.

Legal to Trap - Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria.

Spring Turkey Season:

Youth Turkey: March 8-9.

Spring Turkey: March 15 through April 20.

Permit, Stamp and License Requirements - Hunting license and wild turkey permit.

Legal to Hunt - Bearded turkey or gobbler.

Regulations Unique to Spring Turkey Season -

- Legal shooting hours are ½ hour before sunrise until sunset.
- Hunting animals other than wild hog, rabbit, armadillo and wild turkey is prohibited.
- Hunting wild turkey with firearms other than shotguns or using a shot size larger than #2 is prohibited.
- During the youth turkey hunt, only youth under 16 years of age may hunt wild turkey and must be under the supervision and in the presence of an adult not younger than 18 years of age. Adults with required licenses and permits for taking wild turkeys may participate when in the presence of a youth, but may not harvest any wildlife.

Migratory Bird Seasons:

Rails, common moorhen, mourning dove, white-winged dove, snipe, ducks, geese, coot and woodcock may be hunted during seasons established by the Commission for these species. Crows may be hunted during the first phase of crow season only.

Permit, Stamp and License Requirements - Hunting license, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - See Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to Migratory Bird Seasons - All Migratory Bird Regulations shall apply.

- Hunting ducks, geese and coot with lead shot is prohibited.
- Centerfire shotguns are allowed for hunting during established area seasons when 1 or more migratory birds are legal to take.

Fishing and Frogging:

Allowed year round.

Permit, Stamp and License Requirements - Fishing license (not required when frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All General Freshwater Fishing Regulations shall apply. Shooting frogs is allowed only with the legal methods of take during each particular season.

General Information:

- Information for persons with disabilities can be found at MyFWC.com/ADA.
- If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 352- 732-1225 (TDD 800-955-8771).
- The FWC is not responsible for protection of personal property and will not be liable for theft of or damage to personal property.
- Please report the location of any sick or extremely skinny deer to the Chronic Wasting Disease hotline, toll free at 866-293-9282.

South Florida Water Management District Rules:

- Use of all-terrain vehicles, swamp buggies or tracked vehicles is prohibited.
- For purposes other than hunting, dogs are allowed, but must be kept under physical restraint at all times.
- Overnight camping or the presence of camping equipment shall be limited to 5 consecutive days or 30 total days per year, unless authorized by Special Use License from the South Florida Water Management District.
- Persons may enter and exit Gardner Cobb Marsh from Lake Cypress, Lake Hatchineha, Lake Kissimmee and the C-36 canal.

Cooperation Requested:

If you see law violators or suspicious activities, contact your nearest Commission regional office or call 888-404-FWCC. You may qualify for a cash reward from the Wildlife Alert Reward Association.

The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or handicap. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 20 percent of the cost of the program.

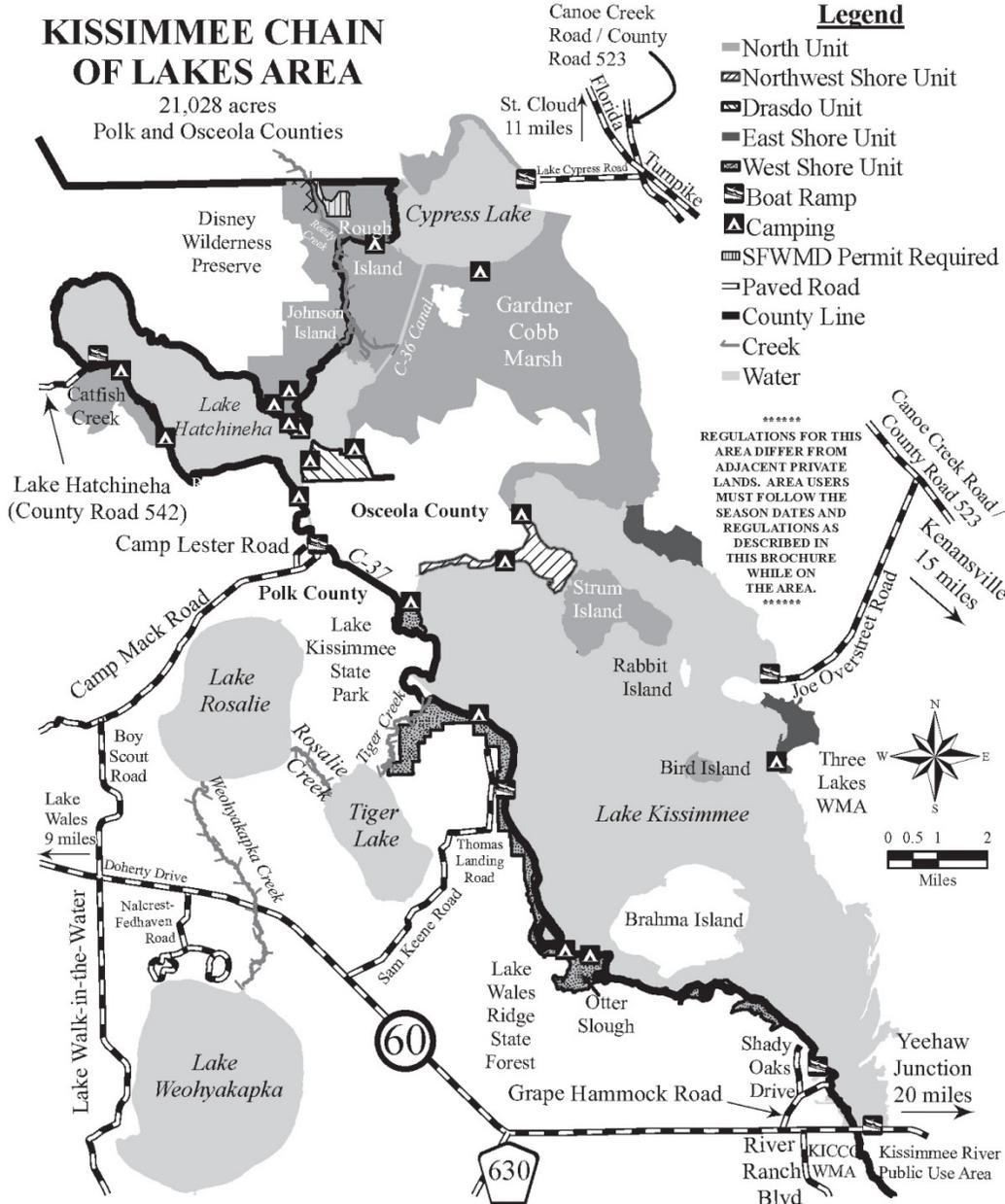
Wildlife Alert Reward Program

Report fishing, boating or hunting law violations,
you may qualify for a cash reward.

888-404-FWCC (3922)

***FWC or #FWC on cellular phones
TIP@MyFWC.com by text message**

Kissimmee Chain of Lakes Management Area General Management Plan 2014 – 2024
South Florida Water Management District, Land Stewardship Section



Attachment: ca_om_201_KCOL GMP 2014 - 2024_W_ExtA (Resolution No. 2014 - 0303 : Kissimmee Chain of Lakes Ten Year General

MEMORANDUM

TO: Governing Board Members
FROM: Jeff Kivett, Division Director
DATE: March 13, 2014
SUBJECT: S-9 Pump Station Access Bridge - Cooperative Agreement 4600002872

Summary

The S-9 Pump Station Access Bridge was completed in 1957 by the United States Army Corps of Engineers (USACE). The bridge is located at the western terminus of Griffin Road in western Broward County and provides access to the S-9/S-9A Pump Stations and Everglades Holiday Park over the L-37/L-33 borrow canals.

Located southwest of the S-9/S-9A Pump Stations is Everglades Holiday Park which is owned, operated and maintained by Broward County. Broward County desires to replace the existing S-9 Access Bridge with a two (2) lane bridge providing separate lanes for incoming and outgoing traffic with an integrated pedestrian sidewalk.

Staff Recommendation

Staff recommends approval to enter into a cooperative agreement with Broward County to provide contributory funds for the design and construction of the S-9 Access Bridge and the identification of operation and maintenance responsibilities for the bridge.

Core Mission and Strategic Priorities

One of the District's most critical missions is flood control. The replacement of the S-9 Access Bridge will not prohibit the District from continuing to provide flood control and seepage management in the western C-11 Canal basin.

Inspections of the S-9 Access Bridge have documented that it is in deteriorating condition and does not meet current District and FDOT standards for load capacity and minimum safety requirements. The replacement of the S-9 Access Bridge is necessary to enable levee and pump station maintenance equipment to cross the L-36 borrow canal and minimize safety issues with line of sight and pedestrian use. Cost sharing the bridge replacement with Broward County will save District budget expenditures to correct these deficiencies, provide improved access to District facilities and allow post project operation and maintenance cost sharing responsibilities.

Funding Source

The District's funding contribution to the project shall be fifty percent (50%), or in an amount not-to-exceed \$800,000.00, of the design and construction costs combined. The funding contribution by the District will be based upon the design and construction approval of the project milestones for which capital program funds of \$100,000.00 are budgeted in FY14 and the remainder, up to a maximum of \$700,000.00, is subject to

Governing Board approval of the FY15 - FY16 budgets.

Staff Contact

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

COOPERATIVE AGREEMENT

BETWEEN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

BROWARD COUNTY

This COOPERATIVE AGREEMENT (“**AGREEMENT**”) is executed on _____, 2013, by the South Florida Water Management District, a public corporation of the State of Florida, (“**SFWMD**”), and Broward County, a political subdivision of the State of Florida (“**COUNTY**”), by and through its Board of County Commissioners, as the governing body of **COUNTY**, collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, **SFWMD** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, including entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the Parties recognize a mutual interest in collaborating and partnering to provide public access and recreation opportunities that enhance their respective programs and specific missions; and

WHEREAS, **COUNTY** owns, operates and maintains Everglades Holiday Park (“Park”); and

WHEREAS, **SFWMD** owns and maintains the S9 Pump Station Access Bridge (“S9 Bridge”) located within **SFWMD**'s right-of-way which provides access to the Park, **SFWMD**'s S9 Pump Station and the L-33/L-37 Levee; and

WHEREAS, **COUNTY** desires to replace the S9 Bridge by constructing a two (2) lane bridge providing separate lanes for incoming and outgoing traffic with an integrated pedestrian sidewalk, collectively referred to herein as the (“Improvements”); and

WHEREAS, **SFWMD** is willing to permit **COUNTY** to design and construct the Improvements in accordance with the terms of this **AGREEMENT** for the benefit of the Parties and the public; and

WHEREAS, the Parties desire to share in the costs associated with the design and construction of the Improvements; and

WHEREAS, the Governing Board of **SFWMD**, at its _____ meeting, has authorized entering into this **AGREEMENT** with **COUNTY**; and

WHEREAS, the Parties desire to enter into this **AGREEMENT** establishing the respective rights and obligations of each party as to the funding, design, and construction of the Improvements and, thereafter, the use and maintenance of same;

NOW, THEREFORE, in consideration of the mutual benefits flowing from each to the other, the Parties agree as follows:

ARTICLE 1 – PURPOSE

The purpose of this **AGREEMENT** is for the **Parties** to coordinate on matters of mutual interest involving the design, construction, operations, and maintenance of the S9 Access Bridge located in Broward County as shown on Exhibit "A" (the "Project Site").

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

- 2.1 The "Responsibilities of the Parties," attached hereto as Exhibit "B," describes the respective duties and responsibilities of **COUNTY** and **SFWMD**. This **AGREEMENT** shall not interfere or be inconsistent with **SFWMD's** and **COUNTY's** overall missions, policies and management.
- 2.2 The Parties acknowledge that any project or public access proposals involving **SFWMD's** canal and levee rights of way that have been adopted as works of **SFWMD** pursuant to Section 373.086, Florida Statutes, shall be reviewed pursuant to Chapter 40E-6, Florida Administrative Code, as revised in September 1999, and Chapter 40E-7, Part V, Florida Administrative Code, as revised in July 2006, and any subsequent revisions thereto.
- 2.3 Any and all recreational or public use of the Project Site shall be compatible and consistent with the purpose for which the land was acquired. All permitted activities shall be consistent with the rules set forth in Chapters 40E-6 and 40E-7, Florida Administrative Code, as they may be amended from time to time. The Project Site will also be open to other recreational uses as provided in Chapter 40E-7, Florida Administrative Code, and any recreational proposals by **COUNTY** must be consistent with such permitted uses and the rules governing them, including Rule 40E-7.532, Florida Administrative Code, which provides that **SFWMD's** canal and levee rights of way are open to public use twenty-four (24) hours a day, seven (7) days a week, other than during authorized closures pursuant to **SFWMD's** public use rules. Under no circumstances shall activities be permitted which would impact or degrade the resource or the operation and function of the Project Site.

- 2.4 The design and construction of a new S9 Bridge will contain the following features:
- 2-lane bridge as per Florida Department of Transportation (FDOT) and **SFWMD** bridge standards.
 - Integrated pedestrian sidewalk.
 - Relocation of existing utilities, including **SFWMD** fuel lines which shall remain operational throughout the construction of the Project.
 - Associated civil works.
 - Demolition of the existing S9 Bridge.
 - North face of new bridge to line up with the existing bridge and support the existing fuel line after construction is complete.

ARTICLE 3 – BUDGET APPROVAL AND FUNDING

The Parties' respective obligations will be implemented as set forth in this **AGREEMENT** subject to independent budget approval by **COUNTY** and **SFWMD**.

- 3.1 The design and construction of the Improvements shall be funded by the Parties as provided for herein. **SFWMD** shall reimburse **COUNTY** for its share of the costs for the design and construction of the Improvements in the manner specified in Section 3.3.
- 3.2 **SFWMD's** funding contribution shall be Fifty percent (50%), or up to a maximum amount not-to-exceed Eight Hundred Thousand 00/100 Dollars (\$800,000.00), of the design and construction costs combined. **SFWMD's** funding availability does not guarantee that **COUNTY** will receive the full amount as the funding contribution by **SFWMD** will be based upon design and construction approval of the Improvements' milestones. **SFWMD** shall reimburse **COUNTY** as described on the Deliverable and Payment Schedule attached hereto as Exhibit "C."
- 3.3 **COUNTY** shall submit written requests for reimbursement to **SFWMD**, which requests shall include proper invoices and supporting documentation in accordance with Exhibit "C," Delivery and Payment Schedule.
- 3.4 **SFWMD** shall pay **COUNTY** within thirty (30) calendar days of receipt of **COUNTY's** proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this **AGREEMENT**.
- 3.5 **SFWMD** shall make checks payable to the "Broward County Board of County Commissioners" and furnish same to the following address:

Broward County Parks and Recreation Division
 Division Director's Office
 950 N.W. 38th Street
 Oakland Park, Florida 33309

ARTICLE 4 - TERM OF THE AGREEMENT

- 4.1 The term of this **AGREEMENT** shall begin on the date it is fully executed by the Parties and shall end on completion of the construction of the Improvements, as provided for herein, and final acceptance by SFWMD. The terms set forth in Articles 4, 7, and 8 shall survive expiration or earlier termination of this **AGREEMENT**.
- 4.2 The maintenance responsibilities of each party as provided for in Article 5 shall commence on the date of full execution by the Parties and continue for a term of fifty (50) years, renewable upon agreement of the Parties for an additional term of fifty (50) years, unless terminated earlier by either party pursuant to Article 8.
- 4.3 Time is of the essence in the performance of each and every obligation under this **AGREEMENT**.

ARTICLE 5 - MAINTENANCE

Following completion and acceptance of the Improvements, the Parties shall have the following respective maintenance responsibilities:

- 5.1 **SFWMD** shall be responsible for maintaining the bridge's substructure including underwater elements.
- 5.2 **COUNTY** shall be responsible for maintaining the bridge's superstructure; including but not limited to, bridge deck and approach slab surfaces, integrated sidewalk, railings, markings, and signage.
- 5.3 **COUNTY** shall be responsible for maintaining all utilities attached to the bridge that service the Park.
- 5.4 **SFWMD** shall be responsible for maintaining all utilities attached to the bridge that exclusively service **SFWMD**'s facilities.

ARTICLE 6 - NOTICES

- 6.1 **SFWMD**'s Project Manager for the Project Site is the Bureau Chief of the Engineering and Construction Bureau or designee. **COUNTY**'s Project Manager for the Project Site is the Parks and Recreation Division Director, or the Project Manager assigned by **COUNTY**'s Highway Construction and Engineering Division. The Parties shall direct all matters arising in connection with the performance of this **AGREEMENT**, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**.

- 6.2 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director, Broward County Parks and Recreation
950 NW 38th Street
Oakland Park, FL 33309

FOR SFWMD:

South Florida Water Management District
Procurement Department
3301 Gun Club Road
P. O. Box 24680
West Palm Beach, FL 33416-4680

COUNTY and **SFWMD** shall also provide a copy of all notices to the Project Managers. All notices required by this **AGREEMENT** shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence between the Parties related to this **AGREEMENT** shall reference **SFWMD's** Contract Number 4600002872.

ARTICLE 7 – LIABILITY/INDEMNIFICATION/INSURANCE

- 7.1 Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of **COUNTY** and the officers, employees, servants, and agents thereof. **COUNTY** warrants and represents that it is self-funded for liability insurance, or has liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to **COUNTY's** officers, employees, servants and agents while acting within the scope of their employment with **COUNTY**.
- 7.2 Subject to the limitations of liability set forth in Sections 373.1395 and 768.28, Florida Statutes, **SFWMD** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of **SFWMD** and the officers, employees, servants, and agents thereof. **SFWMD** warrants and represents that it is self-

funded for liability insurance, or has liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to **SFWMD's** officers, employees, servants and agents while acting within the scope of their employment with **SFWMD**.

- 7.3 Nothing contained herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes, or the limitations of liability set forth in Section 373.1395, Florida Statutes.
- 7.4 The Parties are state agencies or political subdivisions as defined by Section 768.28, Florida Statutes, and each party shall furnish to the other, upon request, written verification of liability protection in accordance with state law prior to final execution of this **AGREEMENT**. Additionally, if either party elects to purchase any additional liability coverage including excess liability coverage, Broward County, Florida for **COUNTY** and **SFWMD** will be included as an additional named insured on the certificate.
- 7.5 In the event either party chooses to no longer be self-insured under Chapter 440, Florida Statutes, that party shall give prompt written notice to the other party and shall provide, pay for and maintain in force Workers' Compensation Insurance in accordance with Florida law for the term of this **AGREEMENT**.
- 7.6 In the event that any work under this **AGREEMENT** is performed on behalf of **COUNTY** by a third party(ies) ("Contractor"), **COUNTY** shall require each Contractor to include **SFWMD** as an additional insured on all insurance policies as required by **COUNTY**. Any such contract shall also include a provision whereby the Contractor agrees to indemnify, and hold harmless **SFWMD** from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional, reckless, or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the services provided by Contractor under Contractor's agreement with **COUNTY**, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.
- 7.7 In the event that any work under this **AGREEMENT** is performed on behalf of **SFWMD** by a third party(ies) ("Contractor"), **SFWMD** shall require each Contractor to include **COUNTY** as an additional insured under the Commercial Liability Policy as required by **SFWMD**. Any such contract shall also include a provision whereby the Contractor agrees to indemnify, and hold harmless **COUNTY** from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional,

reckless, or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the services provided by Contractor under Contractor's agreement with **SFWMD**, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

ARTICLE 8- TERMINATION/REMEDIES

- 8.1 Either party may terminate this **AGREEMENT** for cause if the other party fails to fulfill its obligations under this **AGREEMENT**, and has not corrected the breach within thirty (30) days after receipt of written notice provided by the aggrieved party in accordance with Article 6, Notices, identifying the breach.
- 8.2 Either party may terminate this **AGREEMENT** at any time for convenience upon no less than one (1) year's prior written notice to the other party in accordance with Article 6, Notices. A Notice of Termination under this **AGREEMENT** shall specify the extent to which performance of work under this **AGREEMENT** is terminated, in whole or in part, and the date upon which such termination becomes effective.
- 8.3 In the event a dispute arises which the Project Managers cannot resolve, the Parties shall have the option, but not the obligation, to submit to nonbinding mediation. The mediator or mediators shall be impartial, selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 8.4 This **AGREEMENT** has no third-party beneficiaries (intended or incidental), who may enforce obligations of either party should this **AGREEMENT** be terminated.

ARTICLE 9 - RECORDS RETENTION/OWNERSHIP

- 9.1 Maintenance of Records: The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this **AGREEMENT**, or the records retention schedule prescribed by law, whichever is greater.
- 9.2 Examination of Records: The Parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**.
- 9.3 Extended Availability of Records for Legal Disputes: In the event that either party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the party shall provide notice to the other party in accordance with Article 6, Notices, informing the other party that all records relating to this **AGREEMENT** shall be

maintained in accordance with this provision until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE 10 - STANDARDS OF COMPLIANCE

- 10.1 The Parties and their respective employees, subcontractors or agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**.
- 10.2 The Parties shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should either party assert any exemption(s) to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption(s), by way of injunctive or other relief as provided by law, shall be upon the party asserting the exemption(s).
- 10.3 In the event that **COUNTY** receives funds from **SFWMD** under this **AGREEMENT**, pursuant to Section 216.347, Florida Statutes, **COUNTY** is prohibited from the expenditure of any funds received from **SFWMD** under this **AGREEMENT** to lobby the Legislature, the judicial branch, or another state agency.
- 10.4 The Parties shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this **AGREEMENT**. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services under this **AGREEMENT**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

ARTICLE 11 - RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The Parties are independent contractors under this **AGREEMENT**. Each party shall be responsible for the supervision of its own employees, contractors, and agents. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. No partnership, joint venture, or other joint relationship is created hereby. Neither party extends to the other party or its agents any authority of any kind to bind the party in any respect whatsoever.
- 11.2 The Parties shall not assign, delegate, or otherwise transfer their respective rights and obligations under this **AGREEMENT** without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void. Notwithstanding anything contained herein to the contrary, the Parties acknowledge a that **COUNTY** shall have the right to enter into contracts with third parties ("Contractor") to perform **COUNTY's** obligations under this **AGREEMENT**. Such contracts, if any, shall not require the prior approval of **SFWMD** provided **COUNTY**

complies with the provisions of paragraph 7.6 regarding the Contractor's obligations to indemnify and name SFWMD as an additional insured.

ARTICLE 12 - GENERAL PROVISIONS

- 12.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect.
- 12.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, this **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by either party, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that this **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.5 This **AGREEMENT** is subject to the availability of funding by the Parties and does not obligate future appropriations for the obligations created herein. In the event either party does not approve funding for any fiscal year during the term of this **AGREEMENT**, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The party which did not approve funding shall notify the other party in writing after the adoption of the non-funding party's final budget for any fiscal year during the term of this **AGREEMENT** that does not include funding for this **AGREEMENT**.
- 12.6 This **AGREEMENT** may be amended only with the written approval of the Parties hereto. Any amendment to this **AGREEMENT** that adds new Project areas to Exhibit "A," Project

Site, shall also address site specific responsibilities in the Responsibilities of the Parties set forth in Exhibit "B."

- 12.7 This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**. The Parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, and their respective assigned approved by the other party.
- 12.8 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A," "B," "C," and "D" are incorporated into and made a part of this **AGREEMENT**.
- 12.9 The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations under this **AGREEMENT**, and the preparation of this **AGREEMENT** has been a joint effort of and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 12.10 This **AGREEMENT** shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal disputes arising out of this **AGREEMENT**, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this **AGREEMENT** shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE SFWMD AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT**
- 12.11 Multiple copies of this **AGREEMENT** may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____
Dorothy A. Bradshaw, Procurement Bureau Chief

SFWMD OFFICE OF COUNSEL APPROVED:

Name: _____

SFWMD PROCUREMENT APPROVED:

AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR COST SHARING, USE AND MAINTENANCE RESPONSIBILITIES IN CONNECTION WITH THE DESIGN AND CONSTRUCTION OF A NEW S9 BRIDGE FOR ACCESS TO THE S9 PUMP STATION AND THE EVERGLADES HOLIDAY PARK.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Insert Name and Title

**EXHIBIT "A"
PROJECT SITE**



EXHIBIT "B"
RESPONSIBILITIES OF THE PARTIES

1. Background

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** accomplishes its mission through an array of programs and projects. An ancillary aspect to the mission is to provide and encourage public recreational activities on **SFWMD's** lands as long as they are compatible and consistent with the primary purposes of the lands. As it relates to the **AGREEMENT**, **SFWMD** has several land holdings in **COUNTY** that could serve as nature-based recreational needs for its communities by providing connectivity and access through the Park.

The need for the existing S9 Bridge Improvements comes at a time when **COUNTY** is going to take over the operation and administration of the Park. **COUNTY** wishes to improve the S9 Bridge by constructing a new Bridge that can withstand the anticipated Park patron's high traffic capacity and **SFWMD's** daily operation traffic as well. Since the bridge is the only access to the Park, S9 Pump Stations, and levee maintenance roads, continuous access must be maintained during construction. **SFWMD** has been coordinating with **COUNTY** and the United States Army Corp of Engineers to determine project requirements, constraints, future operational responsibilities, and project alternatives. Based upon the alternative designs prepared by **COUNTY** as presented in Exhibit "D," Holiday Park Access Bridge Preliminary Design Submittal - Technical Design Memorandum Summarizing Project Alternatives, the two-lane concrete bridge with an integrated pedestrian sidewalk (Alternative 2) has been the selected as the preferred option by the **Parties**.

The Project scope includes the design and construction of a new two-lane concrete bridge with pedestrian access, and demolition of the existing access bridge. **COUNTY** shall be responsible for the design and construction of the of the new access bridge. Currently, the S9 access bridge is a one-lane bridge with no pedestrian access. The proposed bridge design shall meet current **SFWMD** and FDOT standards (HL93 + 55-Ton crane vehicle loading). The new access bridge when completed will also address an existing line of sight issue on the west side of the bridge. This Project includes, but not limited to: topographic boundary survey, structural and hydraulic analyses, civil and geotechnical work, mobilization, site preparation, maintenance of traffic and access coordination, demolition, excavation, riprap, signage, utilities relocation, and landscaping. The new two-lane concrete bridge with pedestrian access (Alternative 2) was selected as the preferred option by **SFWMD** based upon operation criteria and FDOT and **SFWMD** Bridge standards.

The preferred and agreed upon option will have to be constructed in phases in order to allow continued use of the existing access bridge for access to the S9 Pump Stations, levee maintenance roads and the Park throughout construction and maintain existing fuel lines for uninterrupted fuel supply to the S9 Pump Station during construction and demolition.

The **AGREEMENT** between **SFWMD** and **COUNTY** establishes partnering parameters between the Parties during Project design and construction; and clarifies cost sharing conditions as well. Aspects such as responsibilities during design and construction, budget, quality goals, legal requirements, safety standards, project delivery, final ownership; and operation and maintenance are clearly identified within the **AGREEMENT**.

2. Agency Responsibilities

2.1 General Responsibilities

2.1.1 Project Management and Budget

A Project Management Plan and Budget for the design and construction of the S9 Bridge shall be developed by **COUNTY** before the commencement of the Project during the term of the **AGREEMENT**. The Project Management Plan shall be based upon the site specific responsibilities described below and be provided to **SFWMD** for review.

2.1.2 Project Meeting

Prior to the commencement of the Project and during the term of the **AGREEMENT**, the Parties shall meet (if needed) to discuss proposed activities for the execution of the Project; and public use operation, maintenance, and management of the Project Site.

2.2 Project Specific Responsibilities for the Design and Construction of the New S9 Bridge

COUNTY'S RESPONSIBILITIES:

- Develop a Project Management Plan and Budget for the design and construction of the New S9 Bridge and demolition of the existing S9 Bridge.
- In consultation with **SFWMD**, design and construct the new S9 Bridge consistent with **SFWMD**'s and FDOT's design standards.
- Obtain, comply with and maintain any and all permits and approvals required to design and construct the new S9 Bridge and associated components.
- Resolve all issues raised by permitting agencies to any required permits or other approvals.
- Resolve all design and construction related issues prior to final completion and acceptance of the new S9 Bridge.

- Promptly comply with all **SFWMD** directives regarding the operations and construction issues that may affect the use of the Project Site.
- Deliver to **SFWMD** 30%, 60%, 90% and final design drawings and documentation for **SFWMD** review in accordance with Exhibit "C."
- Provide Project schedule to **SFWMD**.
- Provide written notices to **SFWMD** stating that the Project Deliverable(s) have been reached/completed for funding reimbursement as per Exhibit "C."
- Make necessary corrections to any issues identified by **SFWMD**.
- Provide Project management and on site supervision of the Project during design and construction.
- Upon completion and acceptance of the Project by **SFWMD**, provide for the maintenance including regularly scheduled inspections, of the Bridge's superstructure, including but not limited to, the bridge's deck, approach slabs, sidewalks, railings, in accordance with the terms and conditions of the **AGREEMENT**. Maintenance of the Project related areas shall include but shall not be limited to trash and litter removal, and any necessary repairs to **COUNTY's** own utilities, and the Bridge's superstructure.
- **COUNTY** shall notify **SFWMD** as soon as possible in advance of any proposed activities associated with the canal and levee or other water management infrastructure and coordinate these activities with **SFWMD's** Fort Lauderdale Field Station.
- Responsible for any and all costs, beyond those to be reimbursed by **SFWMD** pursuant to the **AGREEMENT**, associated with such improvements/changes, including without limitation any and all design, permitting, construction, construction management, maintenance and operation costs.
- Update any signage and interpretive material as needed, subject to the prior approval of **SFWMD**.
- Submit funding request reimbursements in accordance with the Deliverable and Payment Schedule as described in Exhibit "C."

SFWMD'S RESPONSIBILITIES:

- Provide **SFWMD's** engineering bridge and related works standards as it relates to the Project Site.
- Conduct design reviews and provide comments to **COUNTY** identifying any design elements deemed not in compliance with applicable **SFWMD's** and **FDOT's** bridge design standards.
- Provide written approval to **COUNTY** of the approved design plans ("Approved Plans") in order for **COUNTY** to commence the procurement process for construction of the Improvements upon **COUNTY's** satisfactory response to **SFWMD's** design review comments.
- Provide funding reimbursement to **COUNTY** in accordance with the Deliverable and Payment Schedule as described in Exhibit "C."
- Provide **COUNTY** with written approval of the completed Improvement(s), or issue comments identifying any items not constructed in accordance with the Approved Plans and documentation.

- **SFWMD** shall notify **COUNTY** as soon as possible of any planned restoration or construction activities that may necessitate temporary closure to public use or public use development.
- Provide for routine maintenance including regularly scheduled inspections, of the Bridge's substructure and underwater elements in accordance with the terms and conditions of the **AGREEMENT** upon completion and acceptance of the Project.
- Maintain all utilities line attached to the S-9 Bridge that exclusively service **SFWMD's** facilities.

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EXHIBIT "C"
DELIVERABLE AND PAYMENT SCHEDULE

SFWMD shall reimburse **COUNTY** as described below in a total amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00). **COUNTY** shall submit written requests for reimbursement to **SFWMD**, which shall include proper invoices and supporting documentation to show actual expenditures.

Deliverable	Amount Due	Payment Due Date
30% design submittal and Invoice	50% of Invoice Amount	30days after receipt
60% design submittal and Invoice	50% of Invoice Amount	30days after receipt
90% design submittal and Invoice	50% of Invoice Amount	30days after receipt
Final design submittal and Invoice	50% of Invoice Amount	30days after receipt
Release of Bid Documents	NA	Upon Completion - Payment Not Applicable
Letter of Construction award and Executed Contract	NA	Upon Completion - Payment Not Applicable
Quarterly Construction status Report and Invoice	50% of Invoice Amount	Quarterly – 30days after receipt
Project Certificate of Completion and Closeout Documents and Final Invoice	50% of Final Invoice Amount	30 days after receipt
TOTAL***	50% of Total Project cost NOT TO EXCEED \$800,000.00	

*****SFWMD CONTRIBUTION/PAYMENT SHALL EQUAL 50% OF THE TOTAL PROJECT COST OR UP TO AN AMOUNT NOT TO EXCEED \$800,000.00**

EXHIBIT "D"
S9 (HOLIDAY PARK) ACCESS BRIDGE PRELIMINARY DESIGN SUBMITTAL
TECHNICAL DESIGN MEMORANDUM SUMMARIZING PROJECT
ALTERNATIVES

[Remainder of Page Intentionally Left Blank]

Attachment: Coop Agreement 460002872 attachment (1764 : S-9 Pump Station Access Bridge - Cooperative Agreement 460002872)

MEMORANDUM

TO: Governing Board Members

FROM: Carolyn S. Ansay, General Counsel

DATE: March 13, 2014

SUBJECT: Approval of Land Exchange Agreement in Settlement of Eminent Domain (Condemnation) Action

Summary*

The South Florida Water Management District ("District") has been involved in numerous eminent domain (condemnation) actions to carry out the Critical CREW Project authorized by Section 373.1501, Florida Statutes. A proposed settlement of the above-referenced eminent domain action has been reached that would complete acquisition of Tract No. 09-005-049 (5 acres) at no additional acquisition cost to the District by way of a land exchange agreement, in cooperation with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The Land Exchange Agreement calls for exchanging Tract No. 09-005-098 (5 acres) for Tract No. 09-005-049 (5 acres). Tract No. 09-005-098 was previously acquired with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida utilizing Conservation and Recreation Lands ("CARL") Trust Funds. However, Tract No. 09-005-098 is located outside of the current boundary of the Critical CREW Project. The tract being acquired (Tract No. 09-005-049) is located within the current boundary of the Critical CREW Project and exceeds the conservation and other objectives for which Tract No. 09-005-098 was originally acquired. There is a \$10,000 difference in the appraised value of these two tracts, but Pura C. Pol, the landowner of Tract 09-005-049, has agreed to make an equalization payment of \$10,000 at closing which will be credited or paid to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida since Tract 09-005-098 was previously acquired utilizing CARL Trust Funds.

Staff Recommendation*

Staff recommends approval. The proposed settlement by way of a land exchange would complete condemnation of 5 acres needed for the Critical CREW Project in Lee County without incurring additional acquisition costs, attorneys' fees, interest expenses, expert fees, or other costs. This settlement resolves all claims for compensation from the District, avoiding the uncertainties associated with a jury trial, and the District's expenditure of funds to pay both the District's and the landowner's legal costs associated with a jury trial. Moreover, the land exchange would replace 5 acres (Tract 09-005-098) previously acquired that is outside of the current Critical CREW Project boundary with 5 acres (Tract 09-005-049) within the current Critical CREW Project boundary. Furthermore, Tract 09-005-049 exceeds the conservation and other objectives for which Tract 09-005-098 was originally acquired by the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida utilizing CARL Trust Funds.

Additional Background

- **Case Name:** *SFWMD v. Pura C. Pol*, Case No. 11-CA-002069
Tract No. 09-005-049 (5 acres)
- **Type of Case:** Eminent Domain (Condemnation) Action; Lee County
- **District Project Name:** Southern Corkscrew Regional Ecosystem Watershed ("Critical CREW") Project

Core Mission and Strategic Priorities

This item supports the District's core mission and strategic priorities which include completion of the Critical CREW Project.

Funding Source

No additional funds, other than closing costs, will be needed by the District to complete acquisition of Tract No. 09-005-049 by way of the land exchange agreement contemplated by this item. Instead, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida will receive an equalization payment of \$10,000 from the landowner, Pura C. Pol.

Staff Contact and/or Presenter

Carolyn S. Ansay (ext. 6976)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0304

A Resolution of the Governing Board of the South Florida Water Management District to declare surplus and approve the exchange of land interests containing five (5) acres, more or less, previously acquired for the Southern Corkscrew Regional Ecosystem Watershed Project, in Lee County (Tract No. 09-005-098), in exchange for five (5) acres, more or less, for the Southern Corkscrew Regional Ecosystem Watershed Project, in Lee County (Tract No. 09-005-049), in settlement of a condemnation action styled *South Florida Water Management District v. Pura C. Pol*, filed in the Twentieth Judicial Circuit, Lee County, Case No. 11-CA-002069 (Tract No. 09-005-049), and providing an effective date.

WHEREAS, the South Florida Water Management District is currently in need of an additional land interest in connection with implementation of the Southern Corkscrew Regional Ecosystem Watershed (Critical CREW) Project in Lee County (to wit, Tract No. 09-005-049);

WHEREAS, South Florida Water Management District previously filed a condemnation action styled *South Florida Water Management District v. Pura C. Pol*, in the Twentieth Judicial Circuit, Lee County, Case No. 11-CA-002069, to acquire Tract No. 09-005-049 for the Critical CREW Project;

WHEREAS, the South Florida Water Management District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida previously acquired Tract No. 09-005-098 utilizing Conservation and Recreation Lands ("CARL") Trust Funds;

WHEREAS, acquisition of Tract No. 09-005-049 meets the objectives of the Critical CREW Project and exceeds the conservation and other objectives for which Tract No. 09-005-098 was originally acquired by the South Florida Water Management District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Moreover, Tract No. 09-005-098 is located outside of the current boundary of the Critical CREW Project; whereas, Tract No. 09-005-049 is located within the current boundary of the Critical CREW Project;

WHEREAS, because the subject parcels are similarly situated and it is likely that a change in the value of one parcel will likely be reflected in the value of the other parcel, and because of delays in proceeding with this land exchange after appraisal caused by the time required to obtain a necessary release of interest from the U.S. Department of the Interior, District policy contained in Sec. 110-163(c)(2), if applicable, providing that appraisals are to be no more than 120 days old, should be waived;

WHEREAS, since this land exchange is in settlement of an eminent domain

action in which the District would be liable to pay the costs of the landowner, District policy contained in Sec. 110-163(c)(5), providing that an applicant or successful bidder shall pay all costs of the sale or exchange, including the fees specified in Rule 40E-9.965, Florida Administrative Code, is inapplicable, and should therefore be waived;

WHEREAS, the South Florida Water Management District is authorized to acquire land pursuant to Section 373.139, Florida Statutes, and is specifically authorized to acquire land for the Critical CREW Project pursuant to Section 373.1501, Florida Statutes;

WHEREAS, the South Florida Water Management District is also authorized to exchange lands pursuant to Section 373.089, Florida Statutes; and

WHEREAS, in settlement of said condemnation action, the South Florida Water Management District, in cooperation with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, desires to declare surplus and exchange Tract No. 09-005-098, containing five (5) acres, more or less, for Tract No. 09-005-049, containing five (5) acres, more or less, for the Critical CREW Project in Lee County, together with an equalization payment of Ten-Thousand Dollars (\$10,000.00) from Pura C. Pol, the landowner of Tract No. 09-005-049, as set forth in the Land Exchange Agreement attached hereto as Exhibit "A". Furthermore, pursuant to the terms of said Land Exchange Agreement, neither party shall reserve any phosphate, minerals, metals, or petroleum interests, including any oil or gas reservations, to the extent any exist or are owned by either party; **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 declares surplus and approves the exchange of South Florida Water Management District land interests containing five (5) acres, more or less (Tract No. 09-005-098), in exchange for land interests containing five (5) acres, more or less (Tract No. 09-005-049), for the Critical CREW Project in Lee County, together with an equalization payment of Ten-Thousand Dollars (\$10,000.00) from Pura C. Pol, the landowner of Tract No. 09-005-049, as set forth in the Land Exchange Agreement attached hereto as Exhibit "A", without reserving any phosphate, minerals, metals, or petroleum interest, including any oil or gas reservations, under Section 270.11, Florida Statutes.

Section 2. Because CARL funds were used to purchase Tract No. 09-005-098, one-hundred percent (100%) of the equalization payment of Ten-Thousand Dollars (\$10,000.00) shall be credited or paid to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Section 3. The Governing Board of the South Florida Water Management District hereby further approves settlement of the condemnation action styled

South Florida Water Management District v. Pura C. Pol, filed in the Twentieth Judicial Circuit, Lee County, Case No. 11-CA-002069, by way of the Land Exchange Agreement approved herein, and authorizes a legal officer of the South Florida Water Management District to file a dismissal, with each party bearing their own respective fees and costs, of the aforementioned styled condemnation action upon completion of the real estate closing contemplated by the Land Exchange Agreement approved herein.

Section 4. The Governing Board of the South Florida Water Management District hereby authorizes its Chair, or in the Chair's absence, its Vice-Chair, to execute the Land Exchange Agreement attached hereto as Exhibit "A", as well as any other documents or deeds necessary to effectuate the intent and purposes of said Land Exchange Agreement.

Section 5. The Governing Board of the South Florida Water Management District hereby authorizes District staff to proceed with and finalize the real estate closing contemplated by the Land Exchange Agreement attached hereto as Exhibit "A", and to pay any and all necessary closing and other costs associated with the land exchange and real estate closing.

Section 6. The Governing Board of the South Florida Water Management District hereby waives the policies contained in Section 110-163(c)(2) and Section 110-163(c)(5), if applicable, in connection with this land exchange and contemplated real estate closing.

Section 7. The Governing Board of the South Florida Water Management District hereby further approves, upon acquisition of Tract No. 09-005-049, the declaring surplus, disposal of, and removal of the asset records of any structures and improvements located within the boundaries of Tract No. 09-005-049 that are deemed unnecessary for the stated purpose of said acquisition and/or the Critical CREW Project.

Section 8. This Resolution has been approved by at least a two-thirds (2/3) vote of the Governing Board and shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 13 day of March, 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:

EXCHANGE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, between **PURA C. POL** ("First Party"), whose address is Post Office Box 2013, Alva, Florida 33920, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, as to an undivided 50% interest ("Trustees"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under **Chapter 373 of the Florida Statutes**, as to an undivided 50% interest ("District"), whose address is 3301 Gun Club Road, West Palm Beach, Florida 33416. The Trustees and the District are collectively referred to as "Second Party". Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL"). In consideration of the mutual promises set out below, the parties agree as follows:

1. **PROPERTY TO BE EXCHANGED.** First Party agrees to convey to Second Party the real property owned by First Party located in Lee County, Florida, more fully described in Exhibit A ("Parcel One"). Second Party agrees to convey to First Party the real property owned by Second Party located in Lee County, Florida, more fully described in Exhibit B ("Parcel Two"). Both parcels include all improvements, easements, appurtenances and hereditaments pertaining to the property.

2.A. **VALUATION OF PARCEL ONE.** For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel One of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), subject always to adjustment as follows: If, prior to closing, DSL determines that the value of Parcel One as agreed to hereinabove exceeds the maximum value of Parcel One as determined in accordance with Section 253.025, Florida Statutes, or Section 259.041, Florida Statutes, as applicable, ("DSL Approved Value"), then the parties agree to a value of Parcel One equal to the DSL Approved Value of Parcel One. The value of Parcel One may be further adjusted under other provisions of this Agreement.

2.B. **VALUATION OF PARCEL TWO.** For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel Two of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00).

2.C. **SETTLEMENT OF A DIFFERENCE IN VALUE.** Settlement of a difference in value between the value of Parcel One, as adjusted (if any adjustment is made as provided for in paragraph 2.A., above) and the value of Parcel Two as set forth in paragraph 2.B., above, shall be made in the following manner:

(1). If at closing the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is more than the value of Parcel Two as set forth in paragraph 2.B., above, for the purposes of the exchange to be effected under this Agreement the value of Parcel One will be reduced to the value of Parcel Two as set forth in paragraph 2.B. above, and no monetary consideration shall be paid by Second Party.

(2). If the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is less than the value of Parcel Two as set forth in paragraph 2.B., above, First Party will pay to Second Party at closing an amount equal to the difference in the value of Parcel Two, as set out in paragraph 2.B., above, and the value of Parcel One, as set out in paragraph 2.A., above, as adjusted (if any adjustment is made)

3.A. **ENVIRONMENTAL SITE ASSESSMENT (ESA).** Second Party may, at District's expense, obtain an environmental site assessment of Parcel One to determine the existence and extent, if any, of any Hazardous Materials on Parcel One. For purposes of this Agreement, Hazardous Materials shall mean any hazardous or

toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 3.B.).

3.B. **HAZARDOUS MATERIALS.** If the environmental site assessment provided for in paragraph 3.A. confirms the presence of Hazardous Materials on the Parcel One, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, First Party shall, at First Party's sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of Parcel One necessary to bring Parcel One into full compliance with Environmental Law to DSL's satisfaction, in its sole discretion. "Environmental Law" means all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. If Hazardous Materials placed on Parcel One prior to closing are discovered after closing, First Party shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 7. of this Agreement and Second Party's possession of Parcel One, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Law, without institutional or engineering controls, and at First Party's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, First Party shall indemnify and save harmless and defend Second Party, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel One prior to closing whether the Hazardous Materials are discovered prior to or after closing. First Party shall defend, at First Party's sole cost and expense, any legal action, claim or proceeding instituted by any person against Second Party as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel One prior to closing are alleged to be a contributing legal cause. First Party shall save Second Party harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, that may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on First Party's contractual obligation to indemnify Second Party as specified in this paragraph 3.B. shall not be construed to limit First Party's legal liability under any Environmental Law for Hazardous Materials located on Parcel One or to limit Second Party's legal and equitable remedies against First Party under any Environmental Law for Hazardous Materials located on Parcel One.

4. **SURVEY.** Second Party may have Parcel One surveyed at District's sole cost and expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage of Parcel One, any encroachment on Parcel One, or that improvements intended to be located on Parcel One encroach on the land of others, the same shall be treated as a title defect.

5. **TITLE INSURANCE.** Second Party may, at District's sole cost and expense, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to Parcel One in an

amount equal to the value of Parcel One as set forth in Paragraph 2.A., above, as adjusted (if any adjustment is made). First Party warrants that any billboards on Parcel One shall be removed prior to closing.

If First Party defaults under this Agreement, First Party shall reimburse District for all costs incurred in obtaining the title insurance commitment. Second Party's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Second Party at law and in equity.

6. DEFECTS IN TITLE. First Party shall, within ninety (90) days after notice from DSL, remove all defects in title to Parcel One. First Party agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If First Party is unsuccessful in removing the title defects within said time, Second Party shall have the option to either: (a) accept the title as it then is with no reduction in the value of Parcel One, (b) extend the amount of time within which First Party may remove the defects in title, (c) cut out the affected portion of Parcel One and reduce the value of Parcel One by an amount equal to the product of the per-acre value of Parcel One for the acres being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement. If First Party fails to make a diligent effort to remove the title defects, First Party shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

6.1. INSPECTION PERIOD FOR PARCEL TWO AND RIGHT TO CANCEL. First Party shall have 60 days from the date this Agreement is approved by the Trustees (the "inspection period") within which to have such inspections of Parcel Two performed as First Party shall desire. First party shall be responsible for prompt payment for such inspections and repair of damage to and restoration of Parcel Two resulting from such inspections. This provision shall survive termination of this Agreement. If First Party determines, in First Party's sole discretion, that Parcel Two is not acceptable to First Party, First Party may cancel this Agreement by delivering written notice of such election to Second Party on or before expiration of the inspection period, and the parties shall be released of all further obligations under the provisions of this Agreement except as provided in this paragraph 6.1. Unless First Party exercises the right to cancel granted herein, First Party accepts Parcel Two in its present physical condition, subject to any violation of governmental building, environmental, and safety codes, restrictions, or requirements, and subject to easements, reservations, restrictions and other interests of record or that may have been disclosed by a survey of Parcel Two. Second Party extends and intends no warranties or representations concerning Parcel Two.

7. INTERESTS CONVEYED. At closing, First Party shall execute and deliver to Second Party a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to Parcel One in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are acceptable encumbrances in the opinion of Second Party and except those that do not impair the marketability of the title to Parcel One. At closing, Second Party will execute and deliver to First Party a quitclaim deed for Parcel Two subject to easements, reservations, restrictions and other interests of record. Second Party extends and intends no representations or warranties of any kind regarding Parcel Two. First Party acknowledges that Second Party's conveyance shall be in "as is" condition. Neither party shall reserve any phosphate, minerals, metals or petroleum interests.

8. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, First Party shall submit to Second Party a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Second Party shall prepare the deeds described in paragraph 7. of this Agreement, Second Party's and First Party's closing statements and the title, possession and lien affidavit for Parcel One certified to Second Party and title insurer and an environmental affidavit for Parcel One on forms acceptable to DSL.

9. DSL'S REVIEW FOR CLOSING. DSL will approve or reject each item provided by District and First Party under this Agreement. District and First Party will have 30 days thereafter to remove and resubmit any rejected items. If District or First Party fail to timely deliver any item or DSL rejects any item after delivery, Second Party may in its discretion extend the closing date.

10. EXPENSES. District will pay the documentary revenue stamp tax and all other taxes or costs associated with this transaction, except as otherwise specified in this Agreement. District shall also pay the cost of recording the deeds required by paragraph 7. of this Agreement and any other recordable instruments that Second Party deems necessary to assure good and marketable title to Parcel One.

11. TAXES AND ASSESSMENTS. At closing, First Party shall satisfy all real estate taxes and assessments of record that are or that may become a lien against Parcel One. If Second Party acquires fee title to Parcel One between January 1 and November 1, First Party shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on Parcel One. If Second Party acquires fee title to Parcel One on or after November 1, First Party shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing shall be on or before 150 days after Second Party's approval of this Agreement. If a defect exists in the title, title commitment, Survey or environmental site assessment as to Parcel One, or in any other documents required to be provided or completed and executed by First Party, however, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Second Party shall set the date, time and place of closing.

13. RISK OF LOSS AND CONDITION OF PARCELS. Each party assumes all risk of loss or damage to that party's parcel prior to the date of closing and agrees that each party's parcel shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. If between the date this Agreement is executed by the parties and the date of closing the condition of either parcel as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties, the party who is to receive the altered parcel may elect, at said recipient's sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. First Party represents and warrants that there are no parties other than the First Party in occupancy or possession of any part of Parcel One. First Party warrants that there are no facts known to First Party materially affecting the value of Parcel One that are not readily observable by Second Party or which have not been disclosed to Second Party.

All wells located on Parcel One shall be duly abandoned at the First Party's sole cost and expense prior to closing unless this requirement is waived by DSL in writing. First Party warrants that any billboards on Parcel One shall be removed prior to closing. First Party warrants that any billboards on Parcel One shall be removed prior to closing.

First Party agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from Parcel One to the satisfaction of Second Party prior to closing. If First Party does not remove all trash and debris from Parcel One prior to closing, Second Party, at its sole option, may elect to: (a) collect from First Party the estimated expense necessary to remove trash and debris from Parcel One and proceed to close, with the Second Party incurring any additional expenses necessary to remove all trash and debris and clean up of Parcel One subsequent to closing, (b) extend the amount of time First Party has to remove all trash and debris from Parcel One, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER AND POSSESSION. Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of each party, upon reasonable notice, shall have at all times the right and privilege of entering the other party's parcel for all lawful purposes in connection with the this Agreement. Each party shall deliver possession of that party's parcel to the other party at closing.

15. ACCESS. First Party warrants that there is legal ingress and egress for Parcel One over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to Parcel One.

16. DEFAULT. If First Party defaults under this Agreement, Second Party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each

without waiving any action for damages or any other remedy permitted by law or in equity resulting from First Party's default.

17. BROKERS. First Party warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 8. First Party shall indemnify and hold Second Party harmless from any and all such claims, whether disclosed or undisclosed.

18. RECORDING. This Agreement, or notice of it, may be recorded by Second Party in the appropriate county or counties.

19. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the other party.

20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

21. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Second Party's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

23. 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 supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of Parcel One. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of Parcel One to correct errors, to more properly describe the parcel, to cut out portions of the parcel affected by title defects unacceptable to Second Party or that cannot be timely removed by the First Party, or to otherwise revise the legal description of Parcel One, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement for Parcel One shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of Parcel One shall not require a written amendment to this Agreement. In such event, the First Party's execution and delivery of the closing instruments containing the revised legal description and the Second Party's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of Parcel One by the parties.

First Party acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefore contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

24. WAIVER. Failure of Second Party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Trustees.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

28. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of First Party set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7. of this Agreement for Parcel One and Second Party's possession of Parcel One.

29. CERTIFICATION REGARDING TERRORISM. First Party hereby certifies that to the best of First Party's knowledge, after making all appropriate inquiries, First Party is in compliance with, and shall use Parcel Two, as well as any funds derived from the exchange of Parcel One for Parcel Two in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2239A-C, and U.S. Presidential Executive Orders 12947 and 13224.

IF FIRST PARTY DOES NOT EXECUTE THIS INSTRUMENT ON OR BEFORE _____, SECOND PARTY SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. SECOND PARTY'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. SECOND PARTY'S DUTY TO PERFORM HEREUNDER IS CONTINGENT ON: (1) CONFIRMATION THAT THE VALUE OF PARCEL ONE IS NOT IN EXCESS OF THE DSL APPROVED VALUE FOR PARCEL ONE, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE FLORIDA LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Lisa Mesa
Witness as to First Party Lisa Mesa
Ken Oeltjenbruns, Jr
Witness as to First Party KEN OELTJENBRUNS, JR

FIRST PARTY
[Signature]
PURA C. POL

4-2-13
Date signed by First Party
Phone No. 863-402-0832
8 a.m. - 5 p.m.

STATE OF FL
COUNTY OF Highlands

Attachment: ca_oc_001_Exhibit_A_Exchange_Agreement (Resolution No. 2014 - 0304 : Approval of Land Exchange Agreement in Settlement

The foregoing instrument was acknowledged before me this 2 day of April, 2013 by Pura C. Pol. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s).
 produced _____ as identification.

(NOTARY PUBLIC SEAL)



[Signature]
Notary Public

Javier Callejas
(Printed, Typed or Stamped Name of Notary Public)

Commission No EE 217934

My Commission Expires: July 19, 2016

(TRUSTEES) SECOND PARTY

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BY DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Witness as to Second Party

Witness as to Second Party

BY: _____
NAME: _____
AS ITS: _____

Date signed by Second Party

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Division of State Lands, Department of Environmental Protection, as agent

Attachment: ca_oc_001_Exhibit_A_Exchange_Agreement (Resolution No. 2014 - 0304 : Approval of Land Exchange Agreement in Settlement

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name
of Notary Public)

Commission No.: _____

My Commission Expires: _____

ATTESTATION:

DISTRICT (SECOND PARTY)

BY: _____
District Clerk/Secretary

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

Date: _____

BY: _____
Chairman, Governing Board

Witness as to Second Party

Date signed by Second Party

Witness as to Second Party

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Chairman of the Governing Board of the South Florida Water Management District, on behalf of the South Florida Water Management District. He is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name
of Notary Public)

Commission No.: _____

Legal Form Approved:

SFWMD Attorney

EXHIBIT A
(Parcel One)

The following described parcel in Lee County, Florida:

The East ½ of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 32, Township 47 South, Range 26 East, excepting the North 25' thereof reserved for county roadway right of way; and the South 30' thereof, reserved for canal easement; (being Tract #52 in Section 32 of SUN COAST ACRES).

Parcel One
Pol to BOT/SFWM

EXHIBIT B
(Parcel Two)

The West half of the Northeast quarter of the Southwest quarter of the Southwest quarter of Section 32, Township 47 South, Range 26 East, Lee County, Florida.

LESS the North 25.00 feet thereof, reserved for county road right-of-way.

Less and except all sovereignty lands.

BSM: Maylew

DATE: 7/30/2012

Parcel Two
BOT to Pol

**ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)**

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
<i>" NONE (N/A) "</i>			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken

place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

Name and Address of Parties Involved

Date

Type of Transaction

Amount of Transaction

" NONE (N/A) "

4-15-13

SELLER



Pura C. Pol

ADDENDUM FOR DISMISSAL OF EMINENT DOMAIN CASE UPON CLOSING

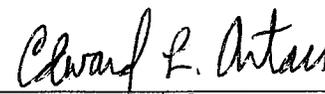
The South Florida Water Management District ("District") and Pura C. Pol hereby agree to execute the attached Stipulation of Dismissal without prejudice, each party to bear their own respective attorneys' fees and costs, in the case styled *South Florida Water Management District v. Pura C. Pol*, Case No. 11-CA-002069 (Tract No. 005-049), upon the execution of this Exchange Agreement, to be filed and submitted for entry with the Court upon or before closing of the real property identified in this Exchange Agreement. The District and Pura C. Pol agree that said stipulation, and any order entered thereupon, may be vacated or deemed ineffective by the District, at its discretion, should the real property identified in this Exchange Agreement not close as contemplated by this Exchange Agreement.

Agreed to on the date noted below:



Pura C. Pol
4-15-13

Date Signed

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
By: 

As Counsel for SFWMD
4-17-13

Date Signed

Attachment: ca_oc_001_Exhibit_A_Exchange_Agreement (Resolution No. 2014 - 0304 : Approval of Land Exchange Agreement in Settlement

IN THE CIRCUIT COURT OF THE TWENTIETH
JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, a
public corporation of the State of
Florida,

Case No. 11-CA-002069
Tract No. 005-049

Judge: Jay B. Rosman

Petitioner,

vs.

PURA C. POL and LEE COUNTY
TAX COLLECTOR,

Respondents.

_____ /

**JOINT STIPULATION OF DISMISSAL WITHOUT
PREJUDICE AND INCORPORATED ORDER OF DISMISSAL**

STIPULATED AND AGREED, by and between the respective parties hereto, Petitioner, South Florida Water Management District, and Respondent, Pura C. Pol, pursuant to Rule 1.420, Florida Rules of Civil Procedure, and stipulate that this case is hereby dismissed without prejudice, each party to bear their own respective costs and attorneys' fees, and request that the Court enter the incorporated and attached Order of Dismissal.

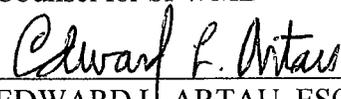
Dated this 17th day of April, 2013.

PURA C. POL, Pro Se
2224 Avalon Road
Sebring, Florida 33870
(727) 417-8919

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
3301 Gun Club Road
West Palm Beach, Florida 33406
(561) 682-6431
(561) 682-6276 Facsimile
edwartau@sfwmd.gov
Counsel for SFWMD



PURA C. POL, Pro Se



EDWARD L. ARTAU, ESQ.

Date: 4-15-13

Florida Bar No. 764353
Date: 4-17-13

Attachment: ca_oc_001_Exhibit_A_Exchange_Agreement (Resolution No. 2014 - 0304 : Approval of Land Exchange Agreement in Settlement

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Stipulation of Dismissal Without Prejudice and Incorporated Order of Dismissal was furnished by U.S. Mail to Pura C. Pol, *pro se*, 2224 Avalon Road, Sebring, Florida 33870; and Luis E. Rivera, II, Esquire, Henderson, Franklin, Starnes & Holt, P.A., P.O. Box 280, Fort Myers, Florida 33902-0280, this _____ day of _____, 2013.

Edward L. Artau
Florida Bar No. 764353

IN THE CIRCUIT COURT OF THE TWENTIETH
JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, a
public corporation of the State of
Florida,

Case No. 11-CA-002069
Tract No. 005-049

Judge: Jay B. Rosman

Petitioner,

vs.

PURA C. POL and LEE COUNTY
TAX COLLECTOR,

Respondents.

**ORDER OF DISMISSAL PURSUANT TO THE JOINT
STIPULATION OF DISMISSAL WITHOUT PREJUDICE**

IN CONSIDERATION of the foregoing Stipulation, it is:

ORDERED AND ADJUDGED that this case is hereby dismissed without prejudice,
each party to bear their own respective costs and attorneys' fees.

DONE AND ORDERED in Chambers at Lee County, Florida, this _____ day of
_____, 2013.

JAY B. ROSMAN
Circuit Court Judge

Copies To:

Edward L. Artau, Esquire, South Florida Water Management District, MSC-1410, 3301 Gun Club Road, West Palm Beach, Florida 33406

Pura C. Pol, 2224 Avalon Road, Sebring, Florida 33870

Luis E. Rivera, II, Esquire, Henderson, Franklin, Starnes & Holt, P.A., P.O. Box 280, Fort Myers, Florida 33902-0280

MEMORANDUM

TO: Governing Board Members
FROM: Carolyn S. Ansay, General Counsel
DATE: March 13, 2014
SUBJECT: Approval of Settlement & Release Agreement

Summary

A Resolution of the Governing Board of the South Florida Water Management District to authorize a settlement and release agreement with Beverly Miller for \$5,054.20 to resolve a charge of discrimination filed with the U.S. Equal Employment Opportunity Commission, EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of Miller's employment; providing an effective date.

Staff Recommendation

Staff recommends authorization of the settlement and release agreement with Beverly Miller for \$5,054.20 to resolve the charge of discrimination filed with the U.S. Equal Employment Opportunity Commission, EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of Miller's employment; providing an effective date.

Additional Background

Beverly Miller is employed by the District as a ROW Technician 3. Ms. Miller filed a charge of discrimination with the U.S. Equal Employment Opportunity Commission (EEOC), EEOC Charge No. 510-2014-00537, alleging that the District discriminated against her because of her age. On February 10, 2014, the District and Ms. Miller participated in private mediation. The District and Ms. Miller settled all claims of discrimination arising out of her charge with the EEOC. In order to effectuate the complete release of liability, it is necessary to enter into this settlement and release with Ms. Miller.

The proposed settlement contains the following provisions:

1. In full consideration for and by acceptance of the settlement and release, the District agrees to pay Ms. Miller the amount of Five Thousand, Fifty-four Dollars, and Twenty Cents (\$5,054.20), and to upgrade her position to pay grade 18 with a concomitant salary increase to \$61,067.76.
2. Ms. Miller agrees to voluntarily withdraw her charge of discrimination with the EEOC; specifically EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of Miller's employment; providing an effective date.

3. In entering into this Agreement, the District does not admit to any liability or any fact or the violation of any applicable laws, rules, or policies or otherwise reflect upon the merits of any allegation, claim, or defense raised by Ms. Miller in the matter of EEOC Charge No. 510-2014-00537 pending with the EEOC or otherwise.
4. Settlement is recommended because it avoids the additional costs of litigation and resolves all claims.

Staff Contacts

Carolyn S. Ansay, General Counsel (x6976)

Eileen Coates, Senior Specialist Attorney, Office of Counsel (x6208)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0305

A Resolution of the Governing Board of the South Florida Water Management District to authorize a settlement with Beverly Miller for the purpose of resolving a charge of discrimination, filed with the U.S. Equal Employment Opportunity Commission; as well as any and all claims of discrimination arising out of Miller's employment; providing an effective date.

WHEREAS, Sections 373.083(1) and 373.129, Florida Statutes, authorize the South Florida Water Management District to settle existing lawsuits;

WHEREAS, this matter was filed with the U.S. Equal Employment Opportunity Commission;

WHEREAS, the settlement of this matter avoids the additional costs of litigation;

WHEREAS, the Parties have been successful in presenting a proposed settlement and release to the Governing Board of the South Florida Water Management District; **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 authorizes a settlement and release agreement with Beverly Miller to resolve a charge of discrimination, filed with the U.S. Equal Employment Opportunity Commission; EEOC Charge No. 510-2014-00537, as well as any and all claims of discrimination arising out of Miller's employment; providing effective date.

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

PASSED and **ADOPTED** this 13th day of March, 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: Doug Bergstrom, Director, Administrative Services Division

DATE: March 13, 2014

SUBJECT: Water Management Lands Trust Fund (WMLTF) Budget

Summary

This request is for Governing Board approval of a resolution advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities associated with moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly; and extending the reimbursement timeframe to include the fourth quarter of Fiscal Year 2013; providing an effective date.

Staff Recommendation

Staff recommends approval of the Resolution advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly; and extending the eligible time period for cost reimbursement from July 1, 2013 through September 30, 2014.

Additional Background

The FY14 budget included FDEP reimbursements from the Water Management Lands Trust Fund up to \$2,434,500 for SFWMD costs associated with moving water south and \$335,125 for activities related to emergency storage on public lands. On October 10, 2013 the Governing Board adopted Resolution 2013-1010 authorizing the District to seek reimbursement for costs associated activities funded from the Water Management lands Trust Fund, including moving water south and emergency storage on public lands.

As these reimbursements were incorporated into the FY14 adopted budget, the authorized time period for costs incurred associated with moving water south and emergency storage on public lands was October 1, 2013 through September 30, 2014. Discussions with FDEP staff recognized that the District incurred some costs for these emergency activities in July - September 2013 (the last quarter of fiscal year 2013). In order to be reimbursed for these costs, approval of the attached resolution broadening the time frame to include costs incurred during the fourth quarter of FY2013 is required.

Core Mission and Strategic Priorities

This action will secure funds for the District that will support management, maintenance, and capital improvements on lands titled to the District; land acquisition and water restoration activities; and activities consistent with the laws and regulations governing the use of the Water Management Lands Trust Fund, as described above.

Funding Source

The funding source is the state's Water Management Lands Trust Fund.

Staff Contact and/or Presenter

Doug Bergstrom, Division Director Administrative Services, dbergstr@sfwmd.gov
<<mailto:dbergstr@sfwmd.gov>>, 561-682-6214

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0306

A Resolution of the Governing Board of the South Florida Water Management District advising the Department of Environmental Protection of the District's Water Management Lands Trust Fund authority for operating activities moving water south and emergency storage on public lands; authorizing the Executive Director or Designee to request reimbursement quarterly; providing an effective date.

WHEREAS, South Florida Water Management District has an active program underway to acquire land interests and manage land under Section 373.59, Florida Statutes; and

WHEREAS, Section 373.59(5), Florida Statutes, requires submission of a resolution of the Governing Board of the District to the Department of Environmental Protection specifying the designated managing agency, specific management activities, public use, and estimated annual operating costs for management, maintenance and capital improvements using funds from the Water Management Lands Trust Fund; and

WHEREAS, Section 373.59(11), Florida Statutes, allows the Governing Board of a water management district to request moneys from the Water Management Lands Trust Fund for purposes consistent with the provisions of s. 373.709, s. 373.705, s. 373.139, or ss. 373.451-373.4595, and for legislatively authorized land acquisition and water restoration initiatives.

WHEREAS, Resolution 2013-1010 was approved October 10, 2013 advising the Department of environmental Protection of the District's Water Management District Lands Trust Fund Budget for FY14; authorizing the Executive Director or Designee to request reimbursement.

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

(1) It does hereby advise the Secretary of Environmental Protection of its intent to utilize up to \$2,434,400 for operating activities moving water south and \$335,125 for emergency storage on public lands, consistent with the provisions of Sections 373.709 (Regional water supply planning), 373.705 (water resource development, water supply development), 373.453 (surface water improvement and management plans and programs), 373.4592 (Everglades improvement and management), 373.4593 (Florida Bay restoration), or 373.4595 (Northern Everglades and Estuaries Protection Program), Florida Statutes; and for legislatively authorized land acquisition and water restoration initiatives. The expenditures are as described in Exhibit "A", which is attached hereto and made a part hereof.

(2) The Executive Director of the South Florida Water Management District, or designee, is hereby authorized to request reimbursement of the funds on a quarterly basis. The quarterly request to the Department of Environmental Protection will be in invoice format for the actual expenditures incurred by the South Florida Water Management District.

(3) The management of these lands is consistent with the District's Florida Forever Work Plan adopted January 10, 2013.

(4) The funds requested shall be used only to provide management, maintenance and capital improvements for the lands titled to the District, or for purposes consistent with the provisions of s. 373.709, s. 373.705, s. 373.139, or ss. 373.451-373.4595, Florida Statutes, or for legislatively authorized land acquisition and water restoration initiatives.

(5) The proposed use of the requested moneys is consistent with Section 373.59, Florida Statutes.

(6) It hereby certifies that these moneys are needed to reimburse the District for expenditures between July 1, 2013 - September 30, 2014 and that these moneys have been or will be used:

(a) to manage and maintain the lands in an environmentally acceptable manner

and, to the extent practicable, in such a way as to restore and protect their natural state and condition;

(b) to develop management plans, which include an evaluation of the resource value, environmental sensitivity and recreational suitability of these lands;

(c) to make available to the public those lands suitable for general public recreational purposes, unless such use is demonstrated to be incompatible with the purposes for which the lands were acquired;

(d) for purposes consistent with the provisions of s. 373.709, s. 373.705, s. 373.139, or ss. 373.451 - 373.4595, and for legislatively authorized land acquisition and water restoration initiatives.

(7) The designated management agencies for these activities are:

- a) South Florida Water Management District
- b) Florida Fish and Wildlife Conservation Commission
- c) Department of Environmental Protection
- d) United States Fish and Wildlife Services

PASSED and **APPROVED**, this 13th day of March, 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:

Exhibit "A"
Water Management Lands Trust Fund
South Florida Water Management District

Activity / Description	Expense Category	For Period 7/1/2013 thru 9/30/2014
<hr/>		
Operation and Maintenance of Lands and Works		
Movement of Water South	Operating	\$2,434,400
Acquisition, Restoration and Public Works		
Emergency Storage on Public Lands	Contract Services	\$335,125
<hr/>		
Total Funds Required from the WMLTF July 1, 2013 - September 30, 2014		\$2,769,525

Attachment: WMLTF-FY13-FY14-Exhibit A-Working Original (MAR 2014) (Resolution No. 2014 - 0306 : Water Management Lands Trust Fund

MEMORANDUM

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: March 13, 2014

SUBJECT: 2013 Disposition of Fixed Assets Report

Summary

In accordance with Florida Statutes, the Governing Board has the authority and responsibility over the acquisition, management, and disposal of all District fixed assets. A "fixed asset" is defined as any item of property that is tangible in nature, costs \$1,000 or more, and has a useful life of more than one year.

The Governing Board has delegated control over District fixed assets to the Executive Director who has delegated disposal authority to the Administrative Services Division Director. Throughout the year, authorization to dispose of fixed assets declared as surplus is given after review and evaluation is performed by the District's asset management staff under the supervision of the Finance Bureau Chief.

In fiscal year 2013, a total of 560 assets, with a combined book value of \$648,014, were removed from the District's fixed asset records. For these assets, the District received \$122,155 in sales proceeds resulting in a net loss on disposal of \$525,860. Assets are disposed of for several reasons including obsolescence, excessive maintenance costs, broken or no longer necessary to further the District's mission, as well as assets that can't be located. A detailed schedule of all fixed assets disposed of in FY2013 has been filed with the District Clerk's Office.

Staff recommendation

District staff recommends that the Governing Board exercise its authority and responsibility under Chapter 274.07, Florida Statutes and the District fixed asset policy (Article V, Section 110-66) requiring that the disposition of fixed assets be recorded in the minutes of the Governing Board.

Core Mission and Strategic Priorities

The sale of assets that are no longer productive allows the District to better allocate its resources.

Funding Source

The assets disposed of were primarily purchased with District ad valorem funding such as from the District General Fund and the Okeechobee and Big Cypress Basin Special Revenue funds. However, some assets were purchased with other funding sources. Any proceeds received from the sale of fixed assets were credited back to the fund that

purchased the asset.

Staff Contact and/or Presenter

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0307

A Resolution of the Governing Board of the South Florida Water Management District authorizing the recording of the disposition of fixed assets during Fiscal Year 2013; providing an effective date.

WHEREAS, Section 274.07, Florida Statutes requires that governmental units such as the South Florida Water Management District record in its minutes the authority for the disposition of property; and

WHEREAS, for viewing purposes, a list of the property recommended for disposition is available in the Finance Bureau and a CD is available in the Office of Board and Executive Services; now therefore

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

Section 1. Pursuant to Chapter 274, Florida Statutes, the Governing Board of the South Florida Water Management District hereby approves the disposition of the property.

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

PASSED and ADOPTED this 13th day of March, 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:

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: March 13, 2014

SUBJECT: Microsoft Enterprise Agreement

Background

With this new agreement, we are switching to The Microsoft Office 365 Plan which is per user pricing structure. With the 365 Plan, each user may access Office on up to five devices. This will allow the District to decrease the total number of Office licenses from 2,100 to 1,800.

The District's desktop standard image includes the following Microsoft software: Office Professional Plus (Word, Excel, PowerPoint, Publisher, and Outlook Email), Core Client Access License, Windows Terminal Services, Exchange Enterprise, and Windows Vista Business. All District Windows servers use the Windows Server Enterprise or Server Standard. In addition to the standard image and server licenses, the District also utilizes other Microsoft software as required for an employee's job function. In prior years, the Enterprise Agreement consisted of a per device pricing structure for the Office Suite and Outlook (every device required a license). The Microsoft Enterprise Agreement provides the following:

- Three year fixed price for products on the initial agreement
- Includes Spam filtering software and Endpoint Protection for Anti-Virus at a cost avoidance of \$80,000 annually, \$240,000 for the three year period
- Discounted price for new products added to the agreement
- Office & Outlook 365 Plan
 - Each user can have up to five incidents of Office, including home use
 - Includes workflows and forms in SharePoint to replace other licensed software
- All licenses have Software Assurance for future upgrades
- Ensures that we are compliant with all Microsoft software licensing
- Increased flexibility for mobile devices and cloud computing
- Technical Support (24 x 7 problem resolution)
- Training credits and Microsoft paid vendor engagement for projects

Core Mission and Strategic Priorities

The Microsoft software is the part of the District's standard image and is required for all desktop computers and Windows servers. Staff working on the District's mission uses this software to perform their daily tasks.

Funding Source

The annual amount for the three year period is \$685,000, for which ad valorem funds in the amount of \$685,000 are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets.

Staff Contact and/or Presenter

Duane Piper, dpiper@sfwmd.gov <<mailto:dpiper@sfwmd.gov>>, (561) 682-2638.

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2014 - 0308

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a purchase order with Software House International, Inc. for a three-year Microsoft Enterprise Agreement, for the time period June 1, 2014 - May 31, 2017, using State of Florida Contract #252-001-09-1, in the amount of \$685,000 annually for which ad valorem funds in the amount of \$685,000 are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date.

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 purchase order with Software House International, Inc. for a three year Microsoft Enterprise Agreement, for the time period June 1, 2014 - May 31, 2017 using State of Florida Contract #252-001-09-1, in the amount of \$685,000 annually for which ad valorem funds in the amount of \$685,000 are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date.

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 issuing a purchase order to Software House International, Inc.

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

PASSED and ADOPTED this 13th day of March, 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: Temperince Morgan,

DATE: March 13, 2014

SUBJECT: SFWMD's Financial Capability for the CEPP

Summary

This presentation will provide an example scenario demonstrating SFWMD's financial capability to be sponsor for the Central Everglades Planning Project (CEPP), along with assumptions and conditions that will be included in the self-certification of financial capability submitted to the USACE. Prior to completion of the Chief of Engineers' Report and submittal of a Federal Project plan to Congress for authorization, the U.S. Army Corps of Engineers (USACE) requires that the Non-Federal Sponsor provide a letter of support for the project and a self-certification of financial capability to provide its required cost-share for implementing the project. The CEPP Project Implementation Report is currently being finalized for submittal to the Chief of Engineers. As such, the SFWMD will be asked to provide the self-certification of financial capability in April 2014.

Staff Recommendation

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

Additional Background

The self-certification of financial capability is not legally binding. It is merely informational at this phase of the project. The SFWMD is not obligated to cost-share on a project until the Governing Board approves and executes a Project Partnership Agreement (PPA) with the USACE. The PPA will not be signed until after Congress authorizes the project and appropriates funding for construction.

Core Mission and Strategic Priorities

This project supports the District's core missions of safeguarding water supply, flood protection and protecting and restoring ecosystems as set forth in the priorities of the 10-Year Strategic Plan.

Funding Source

NA

Staff Contact and/or Presenter

Tom Teets, tteets@sfwmd.gov, 561-682-6993
Temperince Morgan, tmorgan@sfwmd.gov, 561-682-6987

MEMORANDUM

TO: Governing Board Members

FROM: Carolyn S. Ansay, General Counsel

DATE: March 13, 2014

SUBJECT: Consideration of Appointment of Counsel to the Governing Board

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: March 13, 2014

SUBJECT: Monthly Financial Statement – January 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 January 31, 2014, with 33% 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 \$717.6 million consumable budget. Encumbrances represent orders for goods and services which have not yet been received.

- With the fiscal year 33% complete, 70% 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 82.5% of budget or \$592 million.
- 85.3% of budgeted Ad Valorem tax revenue and 97.7% 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 January average a collection rate of 76.4%.
- 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 January amount to \$2.0 million.
- There is \$92.0 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 \$30.6 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 \$2.1 million or 72.2% of budgeted Investment Earnings; \$1.6 million or 54.7% of investment earnings in ad valorem funds and \$503K 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 \$1.7 million which represents 56% of the current year budgeted lease revenue of \$3.0 million. 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 \$286K from water use permits, \$905K from ERP Application Fees, \$6.5 million in unbudgeted revenues from Lake Belt Mitigation fees, and \$22K 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 \$1.3 million at the end of the fourth month of the fiscal year, representing 284.2% of the budgeted \$461K. \$1.1 million of the amount received was a refund of prior year expenditure 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 \$204K.
- 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 \$8.8 million received through January equate to 30.5% of the \$28.8 million budget.

Expenditure and Encumbrance Status:

As of January 31, 2014, with 33% of the year complete, the District has expended **\$161.0 million or 24.5%** and has encumbered **\$178.9 million or 27.2%** of its non-reserve budget. The District has obligated (encumbrances plus expenditures) **\$339.7 million or 51.7%** 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 48.4% and expended 21.5% of their \$159.1 million budget. Principal expenditures include personnel services (\$1.7 million), contractual services (\$3.6 million), operating (\$97K), and capital outlay (\$28.7 million). Capital outlay encumbrances (\$37.9 million) and contractual services encumbrances (\$4.9 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 Decompartmentalization and Sheetflow Equalization, CERP Monitoring and Assessment, Modified Water Deliveries & South Dade C-111 Project, and CERP Data Management.
- The **Coastal Watersheds Program** has obligated 57.0% and expended 15.5% of their total \$21.8 million budget. Principal expenditures include personnel services (\$1.1 million), contractual services (\$2.2 million), and capital outlay (\$72K). Contractual services encumbrances primarily consist of regional projects (\$5.2 million) including: St. Lucie River and Indian River Lagoon Initiatives, NEEP Rio St. Lucie Stormwater Quality Retrofit, Loxahatchee River Preservation Initiative, Lakes Park Restoration, Spanish Creek/Four Corners Initiative, Mirror Lakes/Halfway Pond Rehydration, Big Cypress Basin Stormwater Projects, and Village of El Portal Stormwater Project; remaining contractual encumbrances (\$1.3 million) include: St. Lucie River Regulatory Source Control, St. Lucie River Watershed WaSh Model Upgrade, St. Lucie and Caloosahatchee River Watersheds nutrient study, water quality monitoring in St. Lucie River, Loxahatchee River, Florida Bay and Coastal Wetlands project, Biscayne Bay Water Quality and Submerged Aquatic 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, Big Cypress Basin Real-time Hydrologic Monitoring and Modeling System, and Collier County Water Quality Monitoring. Capital outlay encumbrances (\$2.5 million) are for the Lake Hicpochee Hydrologic Enhancement project.
- The **District Everglades Program** has obligated 59.0% and expended 12.1% of their total \$104.6 million budget. Principal expenditures include personnel services (\$5.7 million), contractual services (\$1.1 million), operating (\$2.5 million), and capital outlay (\$3.3 million). Contractual services encumbrances (\$3.3 million) primarily include the operations monitoring, maintenance, and repair of Stormwater Treatment Areas (STA), L-40 and STA 1E Exterior Levee Certification, STA Structure Inspection Program, Restoration Strategies Science Plan projects and the Everglades Regulation Source Control. Operating encumbrances (\$598K) are in support of the overall operations and

the maintenance of vegetation and exotic plant control of the STA's. Capital outlay encumbrances (\$45.2 million) include work on Everglades Agricultural Area A1 Flow Equalization Basin, STA 1W Expansion, Restoration Strategies Science Plan projects and completion of the Compartment B Cell 8 repairs.

- The **Kissimmee Watershed Program** has obligated 55.8% and expended 4.2% of their total \$27.3 million budget. Principal expenditures include personnel services (\$568K), contractual services (\$178K), and operating (\$404K). Contractual services and operating encumbrances (\$607K) primarily consist of Kissimmee River Restoration Evaluation (\$211K), Kissimmee Basin Modeling and Operating System (\$111K), the Oak Creek project (\$60K), Rolling Meadows project (\$6K), hydrologic monitoring (\$179K), and land acquisition related costs and environmental risk assessments (\$40K). Capital outlay encumbrances (\$13.4 million) are primarily for the Kissimmee River Restoration land acquisition cases.
- The **Lake Okeechobee Program** has obligated 51.8% and expended 13.5% of their total \$23.6 million budget. Principal expenditures include personnel services (\$1.3 million), contractual services (\$1.8 million), and operating (\$90K). Contractual services and operating encumbrances (\$9.0 million) primarily consist of Dispersed Water Management and Florida Ranchland Environmental Services Projects (\$8.4 million), computer hardware/software maintenance and support (\$261K), Northshore Navigation Canal project (\$95K), Lake Okeechobee Watershed Pre-Drainage Characterization study (\$76K), Lakeside Ranch project (\$8K), Lake Istokpoga Marsh project (\$9K), utilities (\$96K), and water quality assessments and reporting (\$36K).
- The **Land Stewardship Program** has obligated 41.4% and expended 16.4% of their total \$20.5 million budget. Principal expenditures include personnel services (\$1.4 million), contractual services (\$1.0 million), operating (\$878K), and capital outlay (\$85K). Contractual services and operating encumbrances (\$4.9 million) include the maintenance of vegetation and exotic plant control, provision of law enforcement services, and management of District owned lands and facilities. Capital outlay encumbrances (\$249K) are for work on the C-139 Annex Mitigation project.
- The **Mission Support Program** has obligated 51.8% and expended 40.5% of their total \$46.3 million budget. Principal expenditures include personnel services (\$7.3 million), contractual services (\$2.3 million), operating (\$8.8 million), and capital (\$225K). Contractual services encumbrances (\$2.6 million) include annual audit, legal and technical support services, IT consulting services, hardware/software, systems maintenance for the fiscal year, and facilities maintenance and repair services. Operating encumbrances (\$1.7 million) include utilities and space rental. Capital outlay encumbrances (\$1.0 million) 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 45.7% and expended 36.3% of their total \$13.0 million budget. Principal expenditures include personnel services (\$3.4 million), contractual services (\$956K), operating (\$298K), and capital outlay (\$87K). Contractual services and operating encumbrances (\$1.2 million) include technical assistance and peer reviews, model maintenance and enhancements,

computer hardware/software maintenance and consulting, organic analysis, and sediment/water quality sampling. Capital outlay encumbrances (\$22K) are for field equipment.

- The **Operations and Maintenance Program** has obligated 47.7% and expended 23.9% of their total \$155.2 million budget. Principal expenditures include personnel services (\$17.5 million), contractual services (\$5.7 million), operating (\$9.3 million), and capital outlay (\$4.7 million). Encumbrances for contractual services and capital outlay (\$35.0 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, S-21 Cathodic Protection, 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, Hillsboro Canal Bank Repairs, 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, NAVD88 Vertical Datum Upgrades and Operations Decision Support System software. Operating encumbrances (\$1.8 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 37.9% and expended 33.0% of their total \$23.2 million budget. Principal expenditures include personnel services (\$5.5 million), contractual services (\$726K), operating (\$1.2 million), and capital outlay (\$163K). Contractual services and operating encumbrances (\$946K) include application development, permit scanning contractors/support, computer hardware/software, and advertising services. Capital outlay encumbrances (\$174K) consist primarily of the ePermitting enhancement project which saves time and expenses with online filing/searching of permits.
- The **Water Supply Program** has obligated 49.0% and expended 23.5% of their total \$21.0 million budget. Principal expenditures include personnel services (\$1.8 million), contractual services (\$175K), operating (\$2.9 million), and capital outlay (\$38K). Contractual services and operating encumbrances (\$5.3 million) include the Caloosahatchee Rule Making (\$33K), Central Florida Water Initiative (\$134K), WaterSIP grants (\$250K), Lower Floridan Aquifer (\$48K), interagency agreements for Alternative Water Supply projects (\$1.0 million), Big Cypress Basin (\$3.3 million), Mobile Irrigation Lab (\$55K), hydrologic data gathering and analysis (\$507K), Water Supply Plan implementation (\$25K), and Outreach and Education (\$15K).
- **Debt Service** expenses amount to 70.9% (\$29.8 million) of 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.
- **Reserves** of \$60.0 million are designated as economic stabilization reserves, including \$10.0 million for O&M capital projects.

Governing Board Members
March 13, 2014
Page 6

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 call Mike Smykowski at (561) 682-6295.

DB/MS
Attachment

South Florida Water Management District Statement of Sources and Uses of Funds (Unaudited)

For the month ended: January 31, 2014. Percent of fiscal year completed: 33.3%

SOURCES	ACTUALS			
	ANNUAL BUDGET	THROUGH 01/31/2014	VARIANCE (UNDER) / OVER BUDGET	ACTUALS AS A % OF BUDGET
Ad Valorem Property Taxes	\$ 266,557,178	\$ 227,312,063	\$ (39,245,115)	85.3%
Agricultural Privilege Taxes	11,300,000	11,043,728	(256,272)	97.7%
Intergovernmental - Ad Valorem Funds	9,136,087	2,046,400	(7,089,687)	22.4%
Intergovernmental - Non Ad Valorem Funds	92,026,091	30,554,324	(61,471,767)	33.2%
Intergovernmental Total	101,162,178	32,600,724	(68,561,454)	32.2%
Investment Earnings - Ad Valorem Funds	2,870,000	1,569,589	(1,300,411)	54.7%
Investment Earnings - Non Ad Valorem Funds	-	503,071	503,071	-
Investment Earnings Total	2,870,000	2,072,661	(797,339)	72.2%
Leases	3,041,656	1,702,850	(1,338,806)	56.0%
Permit Fees/Miscellaneous Fees	2,110,999	1,213,078	(897,921)	57.5%
Mitigation Fees - Lake Belt & Wetlands	1,801,117	6,463,483	4,662,366	358.9%
Licenses, Permits and Fees Total	3,912,116	7,676,561	3,764,445	196.2%
Other	461,200	1,312,618	851,418	284.6%
Sale of District Property	250,000	204,092	(45,908)	81.6%
Self Insurance Premiums	28,799,913	8,786,048	(20,013,865)	30.5%
SUB-TOTAL OPERATING REVENUES	418,354,241	292,711,345	(125,642,896)	70.0%
Fund Balance	299,242,283	299,242,283	-	100.0%
TOTAL SOURCES	\$ 717,596,524	\$ 591,953,628	\$ (125,642,896)	82.5%

USES	ANNUAL BUDGET	EXPENDITURES	ENCUMBRANCES ¹	REPORTED	% EXPENDED	% ENCUMBERED	% OBLIGATED ²
				AVAILABLE BUDGET			
CERP	\$ 159,150,190	\$ 34,160,370	\$ 42,884,312	\$ 82,105,508	21.5%	26.9%	48.4%
Coastal Watersheds	21,772,671	3,382,423	9,025,882	9,364,365	15.5%	41.5%	57.0%
District Everglades	104,641,855	12,633,655	49,068,980	42,939,220	12.1%	46.9%	59.0%
Kissimmee Watershed	27,260,316	1,153,813	14,047,045	12,059,457	4.2%	51.5%	55.8%
Lake Okeechobee	23,598,059	3,178,258	9,050,929	11,368,872	13.5%	38.4%	51.8%
Land Stewardship	20,461,987	3,364,023	5,102,683	11,995,280	16.4%	24.9%	41.4%
Mission Support	46,252,550	18,740,023	5,239,352	22,273,175	40.5%	11.3%	51.8%
Modeling & Sci Supp	13,017,567	4,731,512	1,215,142	7,070,912	36.3%	9.3%	45.7%
Ops & Maintenance	155,160,427	37,138,260	36,851,101	81,171,066	23.9%	23.8%	47.7%
Regulation	23,165,023	7,653,985	1,120,342	14,390,697	33.0%	4.8%	37.9%
Water Supply	20,998,064	4,938,486	5,345,821	10,713,757	23.5%	25.5%	49.0%
Debt Service	42,074,439	29,834,800	-	12,239,639	70.9%	0.0%	70.9%
SUB-TOTAL NON-RESERVES USES	657,553,147	160,909,607	178,951,590	317,691,949	24.5%	27.2%	51.7%
Reserves	\$ 60,043,377	-	-	60,043,377	0.0%	0.0%	0.0%
TOTAL USES	\$ 717,596,524	\$ 160,909,607	\$ 178,951,590	\$ 377,735,327	22.4%	24.9%	47.4%

¹ Represents unexpended balances of open purchase orders

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

Attachment: Statement of Sources and Uses of Funds-Programmatic_Jan14 (1778 : Monthly Financial

**South Florida Water Management District
Statement of Sources and Uses of Funds
For the Month ending January 31, 2014
(Unaudited)**

	CURRENT BUDGET	ACTUALS THROUGH 01/31/2014	VARIANCE (UNDER) / OVER BUDGET	ACTUALS AS A % OF BUDGET
Sources				
Taxes ¹	\$ 277,857,178	\$ 238,355,791	\$ (39,501,387)	85.78%
Intergovernmental Revenues	101,162,178	32,600,724	(68,561,454)	32.23%
Interest on Invested Funds	2,870,000	2,072,661	(797,339)	72.2%
License and Permit Fees	3,912,116	7,676,561	3,764,445	196.2%
Other ²	32,552,769	12,005,608	(20,547,161)	36.9%
Fund Balance	299,242,283	299,242,283	-	100.0%
Total Sources	\$ 717,596,524	\$ 591,953,628	\$ (125,642,896)	82.5%

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	\$ 52,908,458	\$ 16,639,969	\$ 10,841,380	\$ 25,427,109	31.5%	51.9%
Acquisition, Restoration and Public Works	331,940,760	65,554,475	119,108,302	147,277,983	19.7%	55.6%
Operation and Maintenance of Lands and Works	267,490,291	53,072,537	45,567,858	168,849,896	19.8%	36.9%
Regulation	26,565,212	8,633,237	1,360,362	16,571,612	32.5%	37.6%
Outreach	2,630,816	846,240	23,914	1,760,662	32.2%	33.1%
Management and Administration	36,060,988	16,163,149	2,049,774	17,848,065	44.8%	50.5%
Total Uses	\$ 717,596,524	\$ 160,909,607	\$ 178,951,590	\$ 377,735,327	22.4%	47.4%

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 January 31, 2014, and covers the interim period since the most recent audited financial statements.

Attachment: Statement of Sources and Uses of Funds-State_Jan14 (1778 : Monthly Financial Statement -

South Florida Water Management District

Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)

As of: January 31, 2014

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
CERP							
Personnel Services	\$ 6,363,330	\$ 1,700,005		\$ 4,663,326	26.7%	0.0%	26.7%
Contractual Services	19,786,632	3,631,191	4,926,541	11,228,900	18.4%	24.9%	43.3%
Operating	1,311,270	96,802	12,427	1,202,042	7.4%	0.9%	8.3%
Travel	31,135	3,571	295	27,269	11.5%	0.9%	12.4%
Capital Outlay	128,324,854	28,728,801	37,945,050	61,651,004	22.4%	29.6%	52.0%
CERP Indirect	3,332,968	0	0	3,332,968	0.0%	0.0%	0.0%
Total CERP	159,150,190	34,160,370	42,884,312	82,105,508	21.5%	26.9%	48.4%
Coastal Watersheds							
Personnel Services	3,686,591	1,065,217		2,621,374	28.9%	0.0%	28.9%
Contractual Services	10,297,025	2,218,465	6,482,035	1,596,525	21.5%	63.0%	84.5%
Operating	140,055	23,494	1,617	114,944	16.8%	1.2%	17.9%
Travel	27,186	3,657	6	23,523	13.5%	0.0%	13.5%
Capital Outlay	7,621,814	71,591	2,542,223	5,008,000	0.9%	33.4%	34.3%
Total Coastal Watersheds	21,772,671	3,382,423	9,025,882	9,364,365	15.5%	41.5%	57.0%
District Everglades							
Personnel Services	18,274,602	5,686,113		12,588,489	31.1%	0.0%	31.1%
Contractual Services	9,995,477	1,144,684	3,271,226	5,579,566	11.5%	32.7%	44.2%
Operating	9,434,035	2,491,592	597,593	6,344,850	26.4%	6.3%	32.7%
Travel	32,185	3,764	0	28,421	11.7%	0.0%	11.7%
Capital Outlay	66,905,556	3,307,501	45,200,161	18,397,894	4.9%	67.6%	72.5%
Total District Everglades	104,641,855	12,633,655	49,068,980	42,939,220	12.1%	46.9%	59.0%
Kissimmee Watershed							
Personnel Services	2,110,900	568,237		1,542,664	26.9%	0.0%	26.9%
Contractual Services	7,835,667	178,161	597,327	7,060,179	2.3%	7.6%	9.9%
Operating	455,681	404,398	9,850	41,433	88.7%	2.2%	90.9%
Travel	22,405	2,161	1,240	19,004	9.6%	5.5%	15.2%
Capital Outlay	16,835,662	857	13,438,628	3,396,177	0.0%	79.8%	79.8%
Total Kissimmee Watershed	\$ 27,260,316	\$ 1,153,813	\$ 14,047,045	\$ 12,059,457	4.2%	51.5%	55.8%

Attachment: Summary of Uses of Funds_Jan14 (1778 : Monthly Financial Statement - January 2014)

South Florida Water Management District
 Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)
 As of: January 31, 2014

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Lake Okeechobee							
Personnel Services	\$ 3,923,251	\$ 1,255,814		\$ 2,667,436	32.0%	0.0%	32.0%
Contractual Services	18,368,792	1,831,948	8,944,874	7,591,969	10.0%	48.7%	58.7%
Operating	796,509	90,417	104,402	601,690	11.4%	13.1%	24.5%
Travel	7,856	79	0	7,777	1.0%	0.0%	1.0%
Capital Outlay	501,652	0	1,652	500,000	0.0%	0.3%	0.3%
Total Lake Okeechobee	23,598,059	3,178,258	9,050,929	11,368,872	13.5%	38.4%	51.8%
Land Stewardship							
Personnel Services	4,120,777	1,356,031		2,764,745	32.9%	0.0%	32.9%
Contractual Services	12,150,627	1,040,022	4,624,550	6,486,055	8.6%	38.1%	46.6%
Operating	2,489,951	877,862	229,549	1,382,540	35.3%	9.2%	44.5%
Travel	15,610	4,772	55	10,784	30.6%	0.4%	30.9%
Capital Outlay	1,685,022	85,336	248,530	1,351,157	5.1%	14.7%	19.8%
Total Land Stewardship	20,461,987	3,364,023	5,102,683	11,995,280	16.4%	24.9%	41.4%
Mission Support							
Personnel Services	22,079,771	7,306,215		14,773,555	33.1%	0.0%	33.1%
Contractual Services	8,130,398	2,262,348	2,612,073	3,255,978	27.8%	32.1%	60.0%
Operating	16,843,557	8,827,134	1,657,685	6,358,738	52.4%	9.8%	62.2%
Travel	298,981	118,837	12,431	167,714	39.7%	4.2%	43.9%
Capital Outlay	2,232,811	225,489	957,164	1,050,158	10.1%	42.9%	53.0%
CERP Indirect	(3,332,968)	0	0	(3,332,968)	0.0%	0.0%	0.0%
Total Mission Support	46,252,550	18,740,023	5,239,352	22,273,175	40.5%	11.3%	51.8%
Modeling & Science Support							
Personnel Services	9,511,745	3,383,792		6,127,953	35.6%	0.0%	35.6%
Contractual Services	2,680,531	956,326	993,568	730,637	35.7%	37.1%	72.7%
Operating	641,217	298,387	199,518	143,311	46.5%	31.1%	77.7%
Travel	42,818	5,990	555	36,273	14.0%	1.3%	15.3%
Capital Outlay	141,255	87,017	21,501	32,738	61.6%	15.2%	76.8%
Total Modeling & Science Support	\$ 13,017,567	\$ 4,731,512	\$ 1,215,142	\$ 7,070,912	36.3%	9.3%	45.7%

Attachment: Summary of Uses of Funds_Jan14 (1778 : Monthly Financial Statement - January 2014)

South Florida Water Management District

Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)

As of: January 31, 2014

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Operations & Maintenance							
Personnel Services	\$ 52,240,285	\$ 17,484,395		\$ 34,755,890	33.5%	0.0%	33.5%
Contractual Services	35,930,351	5,689,020	20,207,990	10,033,341	15.8%	56.2%	72.1%
Operating	31,290,454	9,253,684	1,787,440	20,249,330	29.6%	5.7%	35.3%
Travel	167,173	56,680	22,503	87,990	33.9%	13.5%	47.4%
Capital Outlay	35,532,164	4,654,481	14,833,168	16,044,515	13.1%	41.7%	54.8%
Total Operations & Maintenance	155,160,427	37,138,260	36,851,101	81,171,066	23.9%	23.8%	47.7%
Regulation							
Personnel Services	17,214,104	5,547,288		11,666,816	32.2%	0.0%	32.2%
Contractual Services	1,716,469	725,579	703,414	287,475	42.3%	41.0%	83.3%
Operating	3,869,866	1,212,492	242,927	2,414,447	31.3%	6.3%	37.6%
Travel	27,609	6,063	41	21,505	22.0%	0.1%	22.1%
Capital Outlay	336,975	162,562	173,959	454	48.2%	51.6%	99.9%
Total Regulation	23,165,023	7,653,985	1,120,342	14,390,697	33.0%	4.8%	37.9%
Water Supply							
Personnel Services	5,623,323	1,816,593		3,806,729	32.3%	0.0%	32.3%
Contractual Services	6,216,870	175,447	5,343,001	698,422	2.8%	85.9%	88.8%
Operating	9,111,777	2,907,276	2,820	6,201,681	31.9%	0.0%	31.9%
Travel	8,239	1,314	0	6,925	16.0%	0.0%	16.0%
Capital Outlay	37,855	37,855	0	-	100.0%	0.0%	100.0%
Total Water Supply	20,998,064	4,938,486	5,345,821	10,713,757	23.5%	25.5%	49.0%
Reserves							
Reserves	\$ 60,043,377	-	-	60,043,377	0.00%	0.00%	0.00%
Total Reserves	60,043,377	-	-	60,043,377	0.00%	0.00%	0.00%
Debt Service							
Debt Service	\$ 42,074,439	\$ 29,834,800	-	12,239,639	70.9%	0.0%	70.9%
Total Debt Service	42,074,439	29,834,800	-	12,239,639	70.9%	0.0%	70.9%
Grand Total	\$ 717,596,524	\$ 160,909,607	\$ 178,951,590	\$ 377,735,327	22.4%	24.9%	47.4%

Attachment: Summary of Uses of Funds_Jan14 (1778 : Monthly Financial Statement - January 2014)

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INDIVIDUAL PERMITS ISSUED BY
AUTHORITY DELEGATED TO EXECUTIVE DIRECTOR
FROM February 1, 2014 TO February 28, 2014

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1. CITY OF TAMARAC
 CITY OF TAMARAC
 SEC 9,10 TWP 49S RGE 41E

APPL. NO. 130415-21
 PERMIT NO. 06-00071-W
 ACREAGE: N/A
 LAND USE: PUBLIC WATER SUPPLY

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
 WATER SOURCE: BISCAYNE AQUIFER
 ALLOCATION: 244.39 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: FEBRUARY 11, 2014

2. TERRA RANCHES
 TERRA RANCH INVESTMENTS L L C
 SEC 5 TWP 51S RGE 41E

APPL. NO. 130523-22
 PERMIT NO. 06-01400-S
 ACREAGE: 17.58
 LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION),
 INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
 RECEIVING BODY: SBDD NO. 11 CANAL
 LAST DATE FOR AGENCY ACTION: FEBRUARY 24, 2014

Attachment: IP Issued by ED February 2014 (1801 : Executive Director's Report)

1. CAPE CORAL SAMS CLUB NO 4857 APPL. NO. 130122-6
 EAGLE F L I S P E L L C PERMIT NO. 36-08096-P
 SEC 11,14 TWP 44S RGE 23E ACREAGE: 37.85
 LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL AND NEW CONSTRUCTION/OPERATION)
 RECEIVING BODY: SR 78 SWALE SYSTEM
 LAST DATE FOR AGENCY ACTION: APRIL 1, 2014

2. CONCOURSE AT CAPE CORAL (F.K.A. ACADEMIC VILLAGE) APPL. NO. 041209-22
 CITY OF CAPE CORAL PERMIT NO. 36-08114-P
 SEC 30 TWP 43S RGE 24E ACREAGE: 148.17
 LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION), INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
 RECEIVING BODY: SWEETWATER CANAL VIA EXISTING CITY OF CAPE CORAL STORMSEWER SYSTEM
 LAST DATE FOR AGENCY ACTION: APRIL 21, 2014

3. LEGENDS GOLF AND COUNTRY CLUB APPL. NO. 130815-16
 LEGENDS GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC. PERMIT NO. 36-03145-W
 SEC 21,28 TWP 45S RGE 25E ACREAGE: 201.90
 LAND USE: GOLF COURSE
 LANDSCAPE

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
 WATER SOURCE: WATER TABLE AQUIFER, ON-SITE LAKE(S)/POND(S), SANDSTONE AQUIFER, LOWER HAWTHORN AQUIFER
 ALLOCATION: 34.85 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: MARCH 20, 2014

4. PALM VIEW WATERS APPL. NO. 101026-8
 PALM VIEW WATERS CONDOMINIUM ASSOCIATION PERMIT NO. 36-08121-P
 SEC 18 TWP 45S RGE 24E ACREAGE: .08
 LAND USE: OTHER

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION)
 RECEIVING BODY:
 LAST DATE FOR AGENCY ACTION: APRIL 2, 2014

Attachment: IP Issued by ED February 2014 (1801 : Executive Director's Report)

5. SIX MILE CYPRESS PRESERVE NORTH PHASE 1
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
SEC 14,15,22,23 TWP 44S RGE 25E

APPL. NO. 130904-16
PERMIT NO. 36-07931-P
ACREAGE: 144.70
LAND USE: ENVIRONMENTAL
RESTORATION

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)
RECEIVING BODY: EXISTING WETLANDS
LAST DATE FOR AGENCY ACTION: APRIL 1, 2014

1. EAGLE ISLAND FARM
JOSEPH S HALL
SEC 26,27,34,35 TWP 34S RGE 34E

APPL. NO. 131004-4
PERMIT NO. 47-00043-W
ACREAGE: 1240.00
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: FLORIDAN AQUIFER SYSTEM,SURFICIAL AQUIFER SYSTEM,ON-SITE LAKE(S)/POND(S)
ALLOCATION: 371.67 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: MARCH 6, 2014

Attachment: IP Issued by ED February 2014 (1801 : Executive Director's Report)

1. DWELL AT LAKE NONA
THE KLEIN COMPANY
SEC 20 TWP 24S RGE 31E

APPL. NO. 130531-5
PERMIT NO. 48-02311-P
ACREAGE: 17.80
LAND USE: RESIDENTIAL
COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL AND NEW
CONSTRUCTION/OPERATION), INCLUDES CONSERVATION EASEMENT TO THE
DISTRICT)

RECEIVING BODY: LAKE WHIPPOORWILL
LAST DATE FOR AGENCY ACTION: FEBRUARY 24, 2014

Attachment: IP Issued by ED February 2014 (1801 : Executive Director's Report)

1. 4 H RANCH
 4 H RANCH INC
 SEC 13,14,23-26,35,36,1,2,11-14,23-26,19-
 22,27-34 TWP 30,31,30S RGE 32,32,33E

APPL. NO. 130924-6
 PERMIT NO. 49-02330-W
 ACREAGE: 921.00
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE PROPOSED
 WATER SOURCE: UPPER FLORIDAN AQUIFER, LAKE MARIAN
 ALLOCATION: 147.45 MILLION GALLONS PER MONTH
 LAST DATE FOR AGENCY ACTION: MARCH 2, 2014

2. TAPESTRY PARCELS 8 & 9
 MATTAMY HOMES OF ORLANDO
 SEC 8,17 TWP 25S RGE 29E

APPL. NO. 131108-11
 PERMIT NO. 49-01654-P-06
 ACREAGE: 259.97
 LAND USE: RESIDENTIAL
 COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)
 RECEIVING BODY: EXISTING WETLANDS
 LAST DATE FOR AGENCY ACTION: FEBRUARY 24, 2014

Attachment: IP Issued by ED February 2014 (1801 : Executive Director's Report)

